CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
February 28, 2023 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

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

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

OPENING ITEMS

1. Invocation – Pastor Roy Smith, True-Lite Christian Fellowship Church

2. Pledge of Allegiance

PRESENTATIONS

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

    a. Presentation of Proclamation for “Women’s History Month”

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

    4a. REGULAR SESSION OF FEBRUARY 14, 2023

    4b. SPECIAL SESSION OF FEBRUARY 21, 2023

5. 2023-019 – RESOLUTION AWARDING A CONTRACT FOR THE FULL-DEPTH RECONSTRUCTION PAVING PROJECT TO BOLER EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,619,813.00; APPROVING $161,981.30 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 2) (GENERAL SERVICES)

6. 012-2023 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER’S DESIGNEE TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR ON-CALL ENGINEERING SERVICES AND SERVICES PROVIDED IN CONNECTION THEREWITH FOR THE ENGINEERING SERVICES DEPARTMENT AND TO NEGOTIATE

PROFESSIONAL SERVICES AGREEMENTS WITH UP TO EIGHT FIRMS FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENTS SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: NONE) (GENERAL SERVICES)

7. 2023-020 – RESOLUTION APPROVING THE PURCHASE OF EIGHT (8) KANN REFUSE TRUCK BODIES ON INTERNATIONAL CABS AND CHASSIS FROM ROBERTS TRUCK CENTER OF TEXAS LLC DBA SUMMIT TRUCK GROUP THROUGH SOURCEWELL FOR A TOTAL COST OF $2,065,605.04 (DISTRICT: NONE) (GENERAL SERVICES)

8. 2023-021 – RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES LIMITED, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A RESTROOM AND CONCESSION FACILITY AT THE REYES MASHBURN NELMS TURF FIELDS FOR A TOTAL COST OF $359,248.00; AND APPROVING $35,000.00 FOR PROJECT RELATED COSTS (DISTRICT 2) (GENERAL SERVICES)

9. 2023-022 – RESOLUTION CONSENTING TO THE ENCUMBRANCE OF A LEASEHOLD INTEREST HELD BY OGM AVIATION, LLC, IN CERTAIN CITY-OWNED REAL PROPERTY DESCRIBED AS A 0.322-ACRE TRACT LOCATED IN LOT B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL NECESSARY AND APPROPRIATE AGREEMENTS, AMENDMENTS, CERTIFICATES, DOCUMENTS, AND LEGAL INSTRUMENTS; AND RATIFYING CERTAIN ACTIONS PERFORMED ON BEHALF OF THE CITY OF MIDLAND, TEXAS (DISTRICT 4) (AIRPORTS)

10. 013-2023 – MOTION APPROVING A CONSULTANT SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND INTERFLIGHT GLOBAL CORPORATION FOR SERVICES RELATED TO THE PROCUREMENT OF NEW TENANTS FOR FACILITIES LOCATED AT THE SPACEPORT BUSINESS PARK (DISTRICT 4) (CITY MANAGER)

11. 014-2023 – MOTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $12,000.00 FROM BEST FRIENDS ANIMAL SOCIETY TO ASSIST THE CITY OF MIDLAND ANIMAL SERVICES DIVISION WITH THE FUNDING TO HIRE A LICENSED VETERINARIAN MEDICAL DIRECTOR; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT AND APPROPRIATE SAID GRANT FUNDS (DISTRICT: ALL) (COMMUNITY SERVICES)

12. 2023-023 – RESOLUTION APPROVING THE TRANSFER FROM COG OPERATING, LLC (“OPERATOR”) TO WINN RESOURCES, LLC (“TRANSFEREE”) OF ALL OF OPERATOR’S OIL AND GAS WELL PERMITS AND ROAD REPAIR AGREEMENTS ASSOCIATED WITH OPERATIONS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, AND SECTION 26, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DISTRICT 1) (DEVELOPMENT SERVICES)

13. 2023-024 – RESOLUTION AUTHORIZING THE TRANSFER OF LOT 4, BLOCK 137, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND TO GARY KAHLER MEMORIAL SCHOLARSHIP FUND INC., AS AUTHORIZED BY CHAPTER 253 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE EXECUTION OF AN AFFORDABLE HOUSING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND AND GARY KAHLER MEMORIAL SCHOLARSHIP FUND INC.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY FOR SAID TRANSFER; AND ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT OF CONVEYANCE (DISTRICT: ALL) (DEVELOPMENT SERVICES)

14. 015-2023 – MOTION APPROVING A REQUEST BY MAGRYM CONSULTING, INC., TO DEFER PAVING AND SIDEWALK IMPROVEMENTS FOR MORNINGSIDE ADDITION, SECTION 8, AND TO WAIVE THE CORRESPONDING FINANCIAL SECURITY GUARANTEE VALUED AT $53,151.00, AN AMOUNT EQUAL TO THE ESTIMATED COST TO CONSTRUCT THE PUBLIC INFRASTRUCTURE. THE SUBJECT PROPERTY IS GENERALLY LOCATED WEST OF N MAIN STREET AND SOUTH OF HUMBLE AVENUE. THE PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE CITY OF MIDLAND (DISTRICT 2) (ENGINEERING SERVICES)

SECOND READINGS

15. 10373 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 155, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH LORAINE STREET, APPROXIMATELY 143 FEET SOUTH OF WEST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 14, 2023)

16. 10374 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 4, BLOCK 44, FAIRMONT PARK ADDITION, SECTION 18, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MIDLAND DRIVE, APPROXIMATELY 550 FEET SOUTH OF WEST LOOP 250), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 14, 2023)

17. 10376 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 7,464-SQUARE FOOT PORTION OF LOT 1, BLOCK 8, CLAYDESTA PLAZA, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF DESTA DRIVE AND SMITH ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 14, 2023)

18. 10377 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 10.817-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 158 AND STATE HIGHWAY 191); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 14, 2023)

19. 10378 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 10.817-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 158 AND STATE HIGHWAY 191; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 14, 2023)

20. 10379 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND BY REPEALING ORDINANCE NO. 8961, WHICH GRANTED A SPECIFIC USE DESIGNATION WITHOUT TERM THAT ALLOWED AN ACCESSORY BUILDING TO BE USED FOR LIVING OR SLEEPING QUARTERS ON LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY ONE MILE NORTH OF BUSINESS INTERSTATE 20), WHICH IS PRESENTLY ZONED O-1, OFFICE 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); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 14, 2023)

21. 10380 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 4.73-ACRE TRACT OF LAND OUT OF LOT 22, BLOCK 22, WESTERN HILLS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF BEAL PARKWAY, APPROXIMATELY 154 FEET SOUTH OF BLUE HAVEN DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 14, 2023)

22. 10381 – AN ORDINANCE AMENDING TITLE XI, “PLANNING AND DEVELOPMENT”, CHAPTER 2, “PLATS AND SUBDIVISIONS”, SECTION THREE, “PLATTING PROCEDURES”, SUBSECTION (D), “PRELIMINARY PLAT”, SUB-SUBSECTION 11, “APPROVAL BY THE COUNCIL” OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO REQUIRE COUNCIL APPROVAL OF A PRELIMINARY PLAT (1) THAT WAS APPROVED BY THE PLANNING AND ZONING COMMISSION BY OPERATION OF LAW OR (2) THAT IS A REPLAT THAT ATTEMPTS TO AMEND OR REMOVE A COMMON AREA OR GREEN SPACE THAT IS IN THE PRECEDING PLAT; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 14, 2023)

PUBLIC HEARINGS

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

23. 10375 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE AN 8.823-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, ORTLOFF ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO MF-22, MULTIPLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WESTCLIFF DRIVE, APPROXIMATELY 335 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 (DISTRICT 3) (DEVELOPMENT SERVICES)

24. 10382 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 27, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COFFEE SHOP AND 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 (DISTRICT 2) (DEVELOPMENT SERVICES)

25. 10383 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,988-SQUARE FOOT PORTION OF LOTS 1 AND 2 AND THE EAST 23.5 FEET OF LOT 3, BLOCK 65, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH LORAINE STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

26. 10384 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,781-SQUARE FOOT PORTION OF BLOCK 64, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COCKTAIL LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

27. 10385 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 21, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH MADISON STREET AND EAST ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

28. 10386 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 10, BLOCK 29, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF BENTON STREET,

APPROXIMATELY 110 FEET SOUTH OF EAST NEW YORK AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

29. 10387 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 140, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 200 FEET EAST OF SOUTH MINEOLA STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

30. 10388 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 18, BLOCK 1, COUNTRY SKY ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF TUMBLEWEED TRAIL, APPROXIMATELY 1,270 FEET SOUTH OF BRIARWOOD AVENUE), BY PERMITTING (1) A REDUCED MINIMUM LOT AREA AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE SOUTH SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

31. 10389 – AN ORDINANCE TEMPORARILY CLOSING A 1.584-ACRE PORTION OF CHAMPIONS DRIVE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 4, BLOCK 5, WESTRIDGE PARK ADDITION, SECTION 6, AND LOTS 3A AND 3B, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF CHAMPIONS DRIVE AND LOOP 250); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

MISCELLANEOUS

32. 2023-025 – RESOLUTION APPOINTING A BOARD MEMBER TO THE MIDLAND DOWNTOWN PARK CONSERVANCY BOARD OF DIRECTORS; AND DIRECTING THE CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND DOWNTOWN PARK CONSERVANCY (COMMUNITY SERVICES) (DISTRICT 2)

33. 2023-026 – RESOLUTION OF NO OBJECTION TO LEGACY-MIDLAND WOODCREST

PARTNERS, LP'S, APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2023 COMPETITIVE 4% HOUSING TAX CREDITS FOR LEGACY SENIOR RESIDENCES (DISTRICT: ALL) (DEVELOPMENT SERVICES)

34. 016-2023 – MOTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF MIDLAND AND AN EXECUTIVE SEARCH FIRM FOR RECRUITMENT SERVICES IN CONNECTION WITH THE HIRING OF A NEW CITY MANAGER (DISTRICT: ALL) (ADMINISTRATIVE SERVICES)

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

PUBLIC COMMENT

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

EXECUTIVE SESSION

37. 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 Attorney

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

b. Section 551.074, Personnel Matters

b.1. Deliberate the appointment, employment, evaluation, or duties of the City Secretary.

Respectfully Submitted,

Robert Patrick
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
February 14, 2023

DRAFT

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., February 14, 2023.

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

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

OPENING ITEMS

1. Invocation – Reverend Bob Hennagin, Episcopal Church of the Holy Trinity

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation of Proclamation for “Midland RSVP Day”

   Midland RSVP presented an honorary check to the City in the amount of $1,642,705.50 representing the value of the volunteer hours in 2022.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. BRIEFING SESSION OF JANUARY 24, 2023

   4b. REGULAR SESSION OF JANUARY 24, 2023

5. 007-2023 – MOTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT DATED NOVEMBER 20, 2019, BETWEEN THE CITY OF MIDLAND, TEXAS, AND LUCK DESIGN TEAM, LLC; AND AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT DATED JULY 28, 2021, BETWEEN THE CITY OF MIDLAND, TEXAS, AND LUCK DESIGN TEAM, LLC; SAID AMENDMENTS PROVIDING FOR THE REMOVAL OF THE PERMIAN BASIN QUALITY OF PLACE CONSERVANCY AS AGENT FOR THE CITY OF MIDLAND, TEXAS, REGARDING CERTAIN MATTERS OF DESIGN RELATING TO PHASE 1 AND PHASE 2 OF THE HOGAN PARK MASTER PLAN PROJECT (DISTRICT 2) (GENERAL SERVICES)

10. 2023-016 – RESOLUTION AUTHORIZING THE EXECUTION OF THE SEVENTH AMENDMENT TO THE INTERLOCAL MANAGEMENT SERVICES AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS AND MIDLAND COUNTY HOSPITAL DISTRICT, DOING BUSINESS AS MIDLAND MEMORIAL HOSPITAL, FOR CERTAIN MEDICAL AND WELL-BEING SERVICES; SAID AMENDMENT ADJUSTING THE ANNUAL FEE TO $719,135.58 AND PROVIDING FOR THE HOSTING OF INFLUENZA CLINICS; AND AUTHORIZING PAYMENT (DISTRICT: NONE) (ADMINISTRATIVE SERVICES)

11. 009-2023 – MOTION AUTHORIZING THE EXECUTION OF SPORTS AGREEMENTS WITH THE FOLLOWING ORGANIZATIONS: BOYS AND GIRLS CLUB OF THE PERMIAN BASIN; GREATER MIDLAND FOOTBALL LEAGUE; MIDLAND JUNIOR BASEBALL ASSOCIATION, INC.; MIDLAND SOCCER ASSOCIATION, INC.; MIDLAND SOFTBALL ASSOCIATION, INC.; MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION, INC.; TEXAS CRICKET CLUB; UNDER THE LIGHTS FLAG FOOTBALL LEAGUE; WEST TEXAS BMX; AND THE YMCA OF MIDLAND; SAID AGREEMENTS PROVIDING FOR THE ORGANIZATIONS' ADMINISTRATION OF RECREATIONAL PROGRAMS, SPECIAL EVENTS, AND OTHER RELATED SERVICES THROUGH THE USE OF CITY-OWNED PROPERTY AND FACILITIES (DISTRICT: ALL) (COMMUNITY SERVICES)

14. 010-2023 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF SOUTHWEST CROSSING, SECTION 20, BEING A PLAT OF A 60.008-ACRE TRACT OF LAND OUT OF SECTION 14, BLOCK 40, T-2-S, T&P RR CO. SURVEY, COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 500 FEET WEST OF THE INTERSECTION OF SOUTH COUNTY ROAD 1239 AND WEST COUNTY ROAD 122) (DISTRICT: NONE) (DEVELOPMENT SERVICES)

15. 011-2023 – MOTION AUTHORIZING THE INTENT OF THE COMMUNITY DEVELOPMENT DEPARTMENT TO ESTABLISH THE SCHEDULE FOR PROGRAM YEAR 2023 CDBG APPLICATION. (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Jack Ladd moved to approve consent agenda items 4-15, excluding items 6, 7, 8, 9, 12 and 13; seconded by John Norman.

The motion passed by the following vote:

DRAFT

AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

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

6. 008-2023 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSALS FOR CERTAIN VETERINARY SERVICES FOR THE ANIMAL SERVICES DIVISION AND TO NEGOTIATE AN AGREEMENT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: ALL) (GENERAL SERVICES)

   Community Services Director Cristina Burns gave a brief overview of the item noting the reason for this proposal is due to the agreement with Dr. Jenson ending last year. Having a Veterinarian or consultant who can provide veterinary services would allow the Animal Shelter to continue to provide services until a Veterinarian is hired with the City.

   Dan Corrales moved to approve Motion No. 008-2023; seconded by Robin Poole.

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

7. 2023-013 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., D/B/A PARKHILL FOR ENGINEERING SUPPORT AND ADMINISTRATIVE SERVICES TO THE CITY OF MIDLAND T-BAR RANCH WELL SYSTEM AND OTHER POTENTIAL WATER SOURCES FOR A COST OF $362,000.00; AND TRANSFERRING AND APPROPRIATING FUNDS (DISTRICT: NONE) (GENERAL SERVICES)

   Utilities Director Carl Craigo gave a brief overview of the item noting there are three tasks to this item. The first two deal with the management of the T-Bar water system, and the third is to allow Parkhill to assist in finding future water routes with Fort Stockton Water Holdings.

   Mr. Craigo answered several questions from Council clarifying the importance of having several alternate water routes, noting that if we do not it will make it more expensive to buy right-of-way in the future.

   Dan Corrales moved to amend Resolution No. 2023-013 to exclude Fort Stockton Water Holdings; seconded by Amy Stretcher Burkes.

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

DRAFT

ABSENT: None

Scott Dufford moved to approve Resolution No. 2023-013; seconded by Jack Ladd.

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

8. 2023-014 – RESOLUTION AWARDING A CONTRACT FOR THE PLANT FARM PONDS REHABILITATION PROJECT TO SYNAGRO OF TEXAS-CDR, INC., FOR THE AMOUNT OF $4,396,743.50; APPROVING $879,348.70 FOR CONTINGENCIES; AND TRANSFERRING AND APPROPRIATING FUNDS (DISTRICT: NONE) (GENERAL SERVICES)

Utilities Director Carl Craigo gave a brief overview of the item noting when the City redid the Water Reclamation facility, TCEQ required the City to renew the discharge permit. A requirement of this discharge permit is to reline the two plant farm ponds, which is about 80 million gallons of water storage. Due to the amount of sludge within the ponds, the price was increased.

Dan Corrales moved to approve Resolution No. 2023-014; seconded by Robin Poole.

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

9. 2023-015 – RESOLUTION APPROVING THE PURCHASE OF OPENGOV BUDGETING, PLANNING, REPORTING AND TRANSPARENCY PLATFORM SOFTWARE FOR THE FINANCE DEPARTMENT FROM VERTOSOFT LLC THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $474,260.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT: NONE) (GENERAL SERVICES)

Finance Director Christy Weakland gave a brief overview of the item noting this software will improve financial and budget reporting, and transparency.

Andrew Staut, representing Vertosoft LLC for the OpenGov Software, reiterated that this software will make it easier for staff and citizens to access needed information.

Dan Corrales moved to approve Resolution No. 2023-015; seconded by Jack Ladd.

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

DRAFT

ABSENT: None

12. 2023-017 – RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO MCM OPERATING, LLC ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED IN SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 485 FEET SOUTH OF MOCKINGBIRD LANE AND 1,550 FEET EAST OF HOLIDAY HILL ROAD); AND PROVIDING THAT SAID PERMIT DOES NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT (DISTRICT 4) (DEVELOPMENT SERVICES)

Oil & Gas Compliance Officer Ron Jenkins gave a brief overview of the item noting the well is on an existing pad and they will be using sound walls. They have included a sound survey, quiet frac and other means of keeping the noise levels down.

Mr. Jenkins also gave a brief history of MCM's wells, discussed the tank battery, flares and answered more questions from Council.

Representative Chris Hamilton, agent for MCM operating, answered questions from Council regarding the tank battery and flares. Mr. Hamilton has been in communication with Ron Jenkins and is open to meeting with citizens to hear their concerns and see how they can help with the situation.

Justin Smith, 5312 Balfour Court, Vice President of Great House HOA and a concerned resident reported the battery tanks and a huge bright flare that lights up his backyard is causing his family not to be able to enjoy their backyard. Mr. Smith also reported that his house shakes. As a spoksperson for the HOA, he has received a number of reports from the residents with the same concerns.

Matt Chitwood, COO with MCM addressed some concerns regarding flares, noting it is not coming from his flarestacks. He offered to work with other entities to help mitigate the situation. Mr. Chitwood shared what they plan to do to assist citizens with the issues.

Bryan Garvin, 5311 Balfour Court, is a citizen in the same area who voiced concerns regarding the tank battery. Mr. Garvin also reported he has had difficulty selling his house and feels it's because of these issues.

City Attorney John Ohnemiller encouraged MCM and the HOA to work with the County on this issue, as the tank battery and flarestacks are located in the County.

Chris Hamilton provided history on the original wells.

Oil & Gas Compliance Officer Ron Jenkins reported there are other companies in the area that may be flaring.

Scott Dufford moved to approve Resolution No. 2023-017; seconded by Jack Ladd.

The motion passed by the following vote:

DRAFT

AYE: Stretcher Burkes, Corrales, Poole, Dufford, Ladd, Norman
NAY: None
ABSTAIN: Blong
ABSENT: None

13. 2023-018 – RESOLUTION APPROVING AMENDMENTS TO THE PERMITS ISSUED TO MCM OPERATING, LLC ("OPERATOR") TO DRILL FIVE OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 485 FEET SOUTH OF MOCKINGBIRD LANE EXTENSION AND BETWEEN 1,450 FEET AND 1,530 FEET EAST OF HOLIDAY HILL ROAD); SAID AMENDMENTS (1) AUTHORIZING PORTABLE SOUND WALLS TO BE INSTALLED ON THE NORTH AND SOUTH SIDES OF THE FRAC PUMPS, (2) REQUIRING FRAC SAND TO BE DELIVERED AND OFFLOADED USING BELLY DUMP TRUCKS, AND (3) REQUIRING UTILIZATION OF A MONOLINE / ZIPPER MANIFOLD (DISTRICT 4) (DEVELOPMENT SERVICES)

Discussion on item 12 satisfies this item.

Jack Ladd moved to approve Resolution No. 2023-018; seconded by Amy Stretcher Burkes.

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

SECOND READINGS

16. 10371 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 5 THROUGH 8, THE SOUTH 38 FEET OF LOT 9, AND A 0.067-ACRE PORTION OF ALLEY RIGHT-OF-WAY, BLOCK 17, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LR, LOCAL RETAIL DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF LOMA DRIVE AND SCHARBAUER DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD JANUARY 24, 2023)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10371.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10371; seconded by John Norman.

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

DRAFT

ABSENT: None

17. 10372 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 4, BERKSHIRE PLACE, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SINCLAIR AVENUE AND NORTH N STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE EAST SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD JANUARY 24, 2023)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10372.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10372; seconded by Robin Poole.

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

PUBLIC HEARINGS

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

18. 10373 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 155, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH LORAINE STREET, APPROXIMATELY 143 FEET SOUTH OF WEST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10373.

Mayor Blong opened the public hearing at 11:22 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. 10373; seconded by John Norman.

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

DRAFT

ABSENT: None

19. 10374 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 4, BLOCK 44, FAIRMONT PARK ADDITION, SECTION 18, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MIDLAND DRIVE, APPROXIMATELY 550 FEET SOUTH OF WEST LOOP 250), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10374.

Mayor Blong opened the public hearing at 11:22 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. 10374; seconded by Robin Poole.

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

20. 10375 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE AN 8.823-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, ORTLOFF ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO MF-22, MULTIPLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WESTCLIFF DRIVE, APPROXIMATELY 335 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 (DISTRICT 3) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10375.

Development Services Director Chuck Harrington gave a brief overview of the item noting this is a request for the development of a senior living facility.

Mayor Blong opened the public hearing at 11:26 a.m.

DRAFT

Lori Dawson, 1515 Idlewilde, currently leases the building to Immigration and Customs Enforcement (ICE) and reported this could propose a problem because the building is considered a protective area. Ms. Dawson also reported on several concerns including traffic issues.

Andrew Mellen, Maverick Engineering, representing the applicant, gave an overview of the traffic issues and plans to combat those issues.

Dara Crass, 4632 Princeton, is against the item as it will increase traffic in her neighborhood and feels it will make her neighborhood unsafe. She felt she could not leave her children unattended in her own backyard because she has found people there.

David Diaz, 208 S. Marienfeld, representing Midland Community Development Corporation (MCDC), spoke in favor of the item as it would allow affordable housing for the citizens of Midland. Mr. Diaz also reported on past projects they have been a part of within the City of Midland to assist with affordable housing for seniors, noting they still look as good as the day they were built.

Byron Fender, 1600 Idlewilde Drive, owner of a dance studio had several questions but could not get anyone from the Planning Department to return his call. His questions ranged from fencing and building access to security.

Brad Schwab, VP Cornerstone Housing Group, Nebraska, reported this would be funded by bond credits through the State and are specifically only for this location.

Bobbi Jo Lucas, President, Cornerstone Housing Group, Nebraska, provided advantages to approving this item and answered the questions from Mr. Fender. Ms. Lucas also addressed comments and concerns made by speakers today on this item so they would have a better understanding of the senior community, what it would entail and how it would be a benefit to the City of Midland.

Transporation Manager Gabe McClelland confirmed a traffic study has been done and they are about 90% through the reconstruction design at Midland Drive and Andrews Highway. Once complete, the designs will go to the State. Mr. McClelland reported on the status of several traffic areas around this project.

Ms. Lucas reported that once bonds are issued you have 180 days to close. If you do not close within the allotted timeframe, the money has to be returned.

Jack Ladd moved to defer this item to the next meeting; seconded by Robin Poole.

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

Mayor Blong recessed the meeting to go into Executive Session at 12:11 p.m.

DRAFT

21. 10376 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 7,464-SQUARE FOOT PORTION OF LOT 1, BLOCK 8, CLAYDESTA PLAZA, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF DESTA DRIVE AND SMITH ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

The meeting reconvened in open session at 12:43 p.m. with all Council Members present except Stretcher Burkes.

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10376.

Mayor Blong opened the public hearing at 12:44 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10376; seconded by Jack Ladd.

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

22. 10377 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 10.817-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 158 AND STATE HIGHWAY 191); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10377.

Mayor Blong opened the public hearing at 12:45 p.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. 10377; seconded by Robin Poole.

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

DRAFT

NAY: None
ABSTAIN: None
ABSENT: Stretcher Burkes

23. 10378 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 10.817-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 158 AND STATE HIGHWAY 191; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10378.

Mayor Blong opened the public hearing at 12:47 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10378; seconded by Robin Poole.

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

24. 10379 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND BY REPEALING ORDINANCE NO. 8961, WHICH GRANTED A SPECIFIC USE DESIGNATION WITHOUT TERM THAT ALLOWED AN ACCESSORY BUILDING TO BE USED FOR LIVING OR SLEEPING QUARTERS ON LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY ONE MILE NORTH OF BUSINESS INTERSTATE 20), WHICH IS PRESENTLY ZONED O-1, OFFICE 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); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10379.

Development Services Director Chuck Harrington gave a brief overview of the item noting that the accessory building is used for brides that are being married at the facility.

Mayor Blong opened the public hearing at 12:48 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10379;

DRAFT

seconded by Jack Ladd.

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

25. 10380 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 4.73-ACRE TRACT OF LAND OUT OF LOT 22, BLOCK 22, WESTERN HILLS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF BEAL PARKWAY, APPROXIMATELY 154 FEET SOUTH OF BLUE HAVEN DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10380.

Mayor Blong opened the public hearing at 12:50 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10380; seconded by Robin Poole.

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

26. 10381 – AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT", CHAPTER 2, "PLATS AND SUBDIVISIONS", SECTION THREE, "PLATTING PROCEDURES", SUBSECTION (D), "PRELIMINARY PLAT", SUB-SUBSECTION 11, "APPROVAL BY THE COUNCIL" OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO REQUIRE COUNCIL APPROVAL OF A PRELIMINARY PLAT (1) THAT WAS APPROVED BY THE PLANNING AND ZONING COMMISSION BY OPERATION OF LAW OR (2) THAT IS A REPLAT THAT ATTEMPTS TO AMEND OR REMOVE A COMMON AREA OR GREEN SPACE THAT IS IN THE PRECEDING PLAT; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10381.

City Attorney John Ohnemiller reported on the suggested amended language.

Mayor Blong opened the public hearing at 12:54 p.m. There being no one present wishing

DRAFT

to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10381 with the amendment to add a replat that attempts to amend or remove a common area or green space; seconded by Jack Ladd.

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

MISCELLANEOUS

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

This item was deferred because it needs a resolution.

Scott Dufford moved to defer; seconded by Dan Corrales.

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

PUBLIC COMMENT

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

Shirley Howard, 405 Magnolia, thanked everyone for their love and support during a difficult time in her life.

EXECUTIVE SESSION

29. 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 Attorney
a.1. Discuss pending or contemplated litigation.

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

DRAFT

c. Section 551.074, Personnel Matters

c.1. Deliberate the appointment, employment, evaluation, or duties of the City Manager.

All the business at hand having been completed, the meeting adjourned at 1:45 p.m.

PASSED AND APPROVED February 28, 2023.

Lori Blong, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
February 21, 2023

DRAFT

The City Council convened in **Special** Session in the Bush Convention Center, Midland, Texas, at 9:00 AM, Tuesday, February 21, 2023.

Council Members present:	Amy Stretcher Burkes, Dan Corrales, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Robert Patrick, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz, Chief Deputy City Secretary Marcia Bentley-German, Manager of Communications & Marketing Karisa Danley

The meeting was called to order at 9:07 a.m.

SPECIAL SESSION

1. The City Council will meet with City Staff in a workshop to discuss and consider City governance, management, operations, policies, protocols, strategic planning, and priorities. The City Council may discuss issues related to streets, roads, and water and sewer infrastructure; water supply and resources; parks and recreation; community services; public health and safety; land use and development; economic development; personnel; airports; technology; solid waste management; real property acquisition and disposition; and oil and gas development and regulation. The City Council may develop and prioritize actions and goals in connection with the foregoing matters.

   Mayor Blong opened the meeting at 9:07 a.m. with prayer and an overview of City finances and many ongoing projects, reporting; the City of Midland is worth investing in.

   Mr. Lyle Sumek, with Lyle Sumek Associates, facilitated the Governance Retreat and began by going over the differences between Politics and Governance and Council having respect for each other.

   Council Members spoke on the importance of working together for the benefit of the City, to end any discord among the Council and show accountability by doing what one says he/she will do.

   Mr. Sumek reported that Governance is doing what you believe is right and balancing judgment with regard to what is best for the community. He briefly discussed the

Council/Manager form of government by reviewing the Council/Manager model's 3 key processes: government, management and service.

The Council discussed the desire to bring back more briefings/workshops in order to keep the Council informed on upcoming projects.

Each Council Member spoke on what success and image means to them and came up with a list of priorities.

A review of Mayor, Council and City Manager expectations and actions were discussed along with several other topics during the day long workshop.

All the business at hand having been completed, the meeting adjourned at 4:29 p.m.

PASSED AND APPROVED February 28, 2023.

_____

Lori Blong, Mayor

ATTEST:

_____

Amy Turner, City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AWARDING A CONTRACT FOR THE FULL-DEPTH RECONSTRUCTION PAVING PROJECT TO BOLER EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,619,813.00; APPROVING $161,981.30 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 2) (GENERAL SERVICES)**

Purpose:

Resolution awarding a contract for the Full-Depth Reconstruction Paving Project to Boler Equipment Service, Inc. of Midland, Texas for the Engineering Services Department for the amount of $1,619,813.00; approving $161,981.30 for contingencies; approving $50,000.00 for project related expenses; for a total cost of $1,831,794.30; and transferring and appropriating funds; and authorizing payment.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding of $1,831,794.30 is available in the ARPA grant funds and will be appropriated for said purposes.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the Full-Depth Reconstruction Paving Project for the Engineering Services Department. The bid request was sent to one hundred seventy-five (175) companies. We received three (3) bids. Staff recommends awarding a contract to Boler Equipment Service, Inc. The project timeline is

projected at 120 calendar days. Please see the attached memo from Jose Ortiz, Engineering Services Director, for more information.

Therefore, please consider a resolution awarding a contract for the Full-Depth Reconstruction Paving Project for the Engineering Services Department to Boler Equipment Service, Inc, of Midland, Texas for the amount of $1,619,813.00; approving $161,981.30 for contingencies; approving $50,000.00 for project related expenses; for a total cost of $1,831,794.30; and transferring and appropriating funds; and authorizing payment.

Tina Gaug

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE FULL-DEPTH RECONSTRUCTION PAVING PROJECT TO BOLER EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,619,813.00; APPROVING $161,981.30 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the Full-Depth Reconstruction Paving Project (the "Project"); and

WHEREAS, Bid No. 23001972 was opened on February 8, 2023, with the lowest responsible bidder being Boler Equipment Service, Inc. of Midland, Texas ("Contractor"), having submitted a bid of $1,619,813.00, as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit "A", shall not exceed $1,619,813.00; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with Contractor for said Project;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $1,619,813.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than 10 percent ($161,981.30).

SECTION THREE. That the sum of $1,831,794.30 shall be appropriated from the City's American Rescue Plan Act funds to a project account for said Project. The sum of $161,981.30 is approved for contract contingencies, and the sum of $50,000.00 is approved for Project-related expenses.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $1,781,794.30 from funds available in said project account upon receipt of proper invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

23001972 Ful- Depth Reconstruction Paving Project- 2022 Transportation

City of Midland - Engineering Services; February 8, 2023

BID TAB					Boler Equipment Service Inc 4611 Sinclair, Midland TX 79707 Greg Boler 432-694-0660		Permian Paving Inc 4416 Brairwood Ave Ste 110 #55, Midland TX, 79707 John Mcdonald 432-425-1214		Reece Albert Inc PO Box 3238, Midland TX, 79702 Mike Hester 432-570-0481	
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Actual Bid Total	Unit Price	Actual Bid Total	Unit Price	Actual Bid Total
1	M1	Mobilization	1	LS	$80,500.00	$80,500.00	$106,250.00	$106,250.00	$276,280.10	$276,280.10
2	M2	Erosion/Sediment Control	1	LS	$3,500.00	$3,500.00	$81,250.00	$81,250.00	$7,485.00	$7,485.00
3	M3	Traffic Control	1	LS	$4,000.00	$4,000.00	$96,250.00	$96,250.00	$6,370.00	$6,370.00
4	M4	Job Site Safety	1	LS	$2,600.00	$2,600.00	$81,250.00	$81,250.00	$9,520.00	$9,520.00
					Subtotal	**$90,600.00**	**Subtotal**	**$365,000.00**	**Subtotal**	**$299,655.10**
1	D1	Preparation of Right-of-Way	0.6	ACRE	$25,000.00	$15,000.00	$50,000.00	$30,000.00	$5,635.00	$3,381.00
2	D2	Saw-Cutting	671	LF	$2.00	$1,342.00	$100.00	$67,100.00	$3.40	$2,281.40
3	D3	Removal & Disposal of Existing Asphalt Pavement	6590	SY	$4.00	$26,360.00	$12.50	$82,375.00	$1.20	$7,908.00
4	D4	Removal & Disposal of Existing Concrete Curb & Gutter	802	LF	$5.00	$4,010.00	$10.00	$8,020.00	$10.45	$8,380.90
5	D5	Removal & Disposal of Existing Concrete Sidewalk & Ramps	636	SY	$13.00	$8,268.00	$10.00	$6,360.00	$23.45	$14,914.20
6	D6	Removal & Disposal of Existing Fence & Gate	76	LF	$27.00	$2,052.00	$10.00	$760.00	$61.75	$4,693.00
7	D7	Excavation	10689	SY	$5.00	$53,445.00	$13.00	$138,957.00	$3.70	$39,549.30
					Subtotal	**$110,477.00**	**Subtotal**	**$333,572.00**	**Subtotal**	**$81,107.80**
1	P1	Subgrade Preparation (Depth ≤ 8")	7928	SY	$10.00	$79,280.00	$9.00	$71,352.00	$2.85	$22,594.80
2	P2	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS/SY @2" Thick)	799	TON	$236.00	$188,564.00	$255.00	$203,745.00	$223.55	$178,616.45
3	P3	8" Flexible Base (Type A, Grade 4)	7260	SY	$23.00	$166,980.00	$16.00	$116,160.00	$13.80	$100,188.00
4	P4	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	1452	GAL	$7.00	$10,164.00	$12.00	$17,424.00	$4.70	$6,824.40
5	P5	Tack Coat (MC-30, 0.10 Gal / SY)	726	GAL	$7.00	$5,082.00	$10.00	$7,260.00	$2.35	$1,706.10
6	P6	6" Concrete Fillet & Valley Gutter	488	SY	$112.00	$54,656.00	$125.00	$61,000.00	$143.20	$69,881.60
7	P7	6" Standard Concrete Alley Approach	49	SY	$112.00	$5,488.00	$125.00	$6,125.00	$145.90	$7,149.10
8	P8	6" Residential Concrete Driveway Approach	619	SY	$120.00	$74,280.00	$125.00	$77,375.00	$155.15	$96,037.85
9	P9	Type A Concrete Curb & Gutter	2425	LF	$32.00	$77,600.00	$35.00	$84,875.00	$32.05	$77,721.25
10	P9	Type D Concrete Curb & Gutter	506	LF	$32.00	$16,192.00	$35.00	$17,710.00	$36.65	$18,544.90
11	P9	Transition to Laydown Curb	256	LF	$32.00	$8,192.00	$35.00	$8,960.00	$38.05	$9,740.80
12	P10	Concrete Pedestrian Access Ramp	133	SY	$120.00	$15,960.00	$140.00	$18,620.00	$201.65	$26,819.45
13	P11	4" Concrete Sidewalk	1269	SY	$68.00	$86,292.00	$125.00	$158,625.00	$104.60	$132,737.40
14	P12	Manhole Ring & Cover Adjustment	1	EA	$3,250.00	$3,250.00	$2,000.00	$2,000.00	$2,500.00	$2,500.00
15	P12	Water Valve Box Ring & Cover Adjustment	16	EA	$1,300.00	$20,800.00	$900.00	$14,400.00	$1,080.00	$17,280.00
					Subtotal	**$812,780.00**	**Subtotal**	**$865,631.00**	**Subtotal**	**$768,342.10**
		Additive Alternate								
1	M1	Mobilization	1	LS	$45,000.00	$45,000.00	$50,000.00	$50,000.00	$159,785.15	$159,785.15
2	M2	Erosion/Sediment Control	1	LS	$1,950.00	$1,950.00	$40,000.00	$40,000.00	$25,510.00	$25,510.00
3	M3	Traffic Control	1	LS	$2,080.00	$2,080.00	$20,000.00	$20,000.00	$11,760.00	$11,760.00
4	M4	Job Site Safety	1	LS	$2,600.00	$2,600.00	$40,000.00	$40,000.00	$1,200.00	$1,200.00
5	D1	Preparation of Right-of-Way	1.11	ACRE	$25,000.00	$27,750.00	$50,000.00	$55,500.00	$1,325.00	$1,470.75
6	D3	Removal & Disposal of Existing Asphalt Pavement	402	SY	$4.00	$1,608.00	$9.00	$3,618.00	$5.60	$2,251.20
7	D4	Removal & Disposal of Existing Concrete Curb & Gutter	110	LF	$5.00	$550.00	$10.00	$1,100.00	$12.55	$1,380.50
8	AA1	Removal & Disposal of Miscellaneous Concrete	140	SY	$30.00	$4,200.00	$9.00	$1,260.00	$41.80	$5,852.00
9	P1	Subgrade Preparation (Depth ≤ 8")	5354	SY	$10.00	$53,540.00	$9.00	$48,186.00	$9.80	$52,469.20
10	AA2	Soil Supported Concrete Cap	72	LF	$133.00	$9,576.00	$1,000.00	$72,000.00	$167.10	$12,031.20
11	AA3	10' Wide Pier Supported	1	LS	$10,000.00	$10,000.00	$250,000.00	$250,000.00	$139,685.00	$139,685.00
12	AA4	@ 3" Thick)	4403	SY	$30.00	$132,090.00	$40.50	$178,321.50	$33.45	$147,280.35
13	P3	10" Flexible Base (Type A, Grade 4)	4403	SY	$27.00	$118,881.00	$20.00	$88,060.00	$17.80	$78,373.40
14	P4	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	1101	GAL	$7.00	$7,707.00	$12.00	$13,212.00	$7.45	$8,202.45
15	AA5	6" Concrete Fillet	102	SY	$112.00	$11,424.00	$125.00	$12,750.00	$137.00	$13,974.00
16	AA6	6" Concrete Valley Gutter	21	SY	$112.00	$2,352.00	$140.00	$2,940.00	$161.00	$3,381.00
17	P7	6" Standard Concrete Alley Approach	34	SY	$112.00	$3,808.00	$140.00	$4,760.00	$150.65	$5,122.10
18	P9	Type A Concrete Curb & Gutter	1905	LF	$32.00	$60,960.00	$30.00	$57,150.00	$32.55	$62,007.75
19	AA7	6" Miscellaneous Concrete	467	SY	$140.00	$65,380.00	$125.00	$58,375.00	$147.65	$68,952.55
20	P12	Manhole Ring & Cover Adjustment	4	EA	$3,250.00	$13,000.00	$900.00	$3,600.00	$1,880.00	$7,520.00
21	P12	Water Valve Box Ring & Cover Adjustment	9	EA	$1,300.00	$11,700.00	$900.00	$8,100.00	$1,095.00	$9,855.00
22	AA8	ACO Slab Drain, H300SK-13 Channel with Neural Invert	72	LF	$275.00	$19,800.00	$1,600.00	$115,200.00	$413.70	$29,786.40
					Subtotal	**$605,956.00**	**Subtotal**	**$1,124,132.50**	**Subtotal**	**$847,850.00**
					Base Bid Total =	**$1,013,857.00**	**Base Bid Total =**	**$1,564,203.00**	**Base Bid Total =**	**$1,149,105.00**
					Additive Alternate Bid Total =	**$605,956.00**	**Additive Alternate Bid Total =**	**$1,124,132.50**	**Additive Alternate Bid Total =**	**$847,850.00**
					Base Bid + Additive Alternate Bid Total =	**$1,619,813.00**	**Base Bid + Additive Alternate Bid Total =**	**$2,688,335.50**	**Base Bid + Additive Alternate Bid Total =**	**$1,996,955.00**

Bidding Summary:

175 Bid requests were issued.

3 Bids listed above
0 NO BIDS were received.
172 Bidders did not respond.

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Jose E. Ortiz, P.E.; City of Midland, Director – Engineering Services

SUBJECT: Full-Depth Reconstruction Paving Project – 2022 Transportation ♦ Engr. Project No. P22-08 ♦ Bid Tabulation ♦ Funding #_____

DATE: February 28, 2023

Erika,

Engineering staff has reviewed the bid tabulation for the Full-Depth Reconstruction Paving – 2022 Transportation project. Boler Equipment Services, Inc. of Midland, Texas, is the apparent successful low bidder. Staff recommends awarding the Full-Depth Reconstruction Paving – 2022 Transportation project to Boler Equipment Service, Inc.

Boler Equipment Service, Inc. has an established history with the City of Midland of performing work of similar scale and scope to the Full-Depth Reconstruction Paving – 2022 Transportation project. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding is available for this project.

To cover the base bid amount, a 10% contingency to cover additional changes that may occur during construction, and an additional fee to facilitate the contract (i.e. TDLR inspections, project administration, material testing services, etc.), the total amount made available for the project would be **$1,831,794.30**.

The agreement specifies a construction period of 120 calendar days beginning within 15 calendar days of a written notice to proceed for construction.

Jose E. Ortiz, P.E.
Director – Engineering Services

Cc: Bobby Wojciechowski
Madison Brasuell
Regina Stephenson

23001972 Ful- Depth Reconstruction Paving Project- 2022 Transportation

City of Midland - Engineering Services; February 8, 2023

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15	P12	Water Valve Box Ring & Cover Adjustment	16	EA	$1,300.00	$20,800.00	$900.00	$14,400.00	$1,080.00	$17,280.00
					Subtotal	**$812,780.00**	**Subtotal**	**$865,631.00**	**Subtotal**	**$768,342.10**
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3	M3	Traffic Control	1	LS	$2,080.00	$2,080.00	$20,000.00	$20,000.00	$11,760.00	$11,760.00
4	M4	Job Site Safety	1	LS	$2,600.00	$2,600.00	$40,000.00	$40,000.00	$1,200.00	$1,200.00
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20	P12	Manhole Ring & Cover Adjustment	4	EA	$3,250.00	$13,000.00	$900.00	$3,600.00	$1,880.00	$7,520.00
21	P12	Water Valve Box Ring & Cover Adjustment	9	EA	$1,300.00	$11,700.00	$900.00	$8,100.00	$1,095.00	$9,855.00
22	AA8	ACO Slab Drain, H300SK-13 Channel with Neural Invert	72	LF	$275.00	$19,800.00	$1,600.00	$115,200.00	$413.70	$29,786.40
					Subtotal	**$605,956.00**	**Subtotal**	**$1,124,132.50**	**Subtotal**	**$847,850.00**
					Base Bid Total =	**$1,013,857.00**	**Base Bid Total =**	**$1,564,203.00**	**Base Bid Total =**	**$1,149,105.00**
					Additive Alternate Bid Total =	**$605,956.00**	**Additive Alternate Bid Total =**	**$1,124,132.50**	**Additive Alternate Bid Total =**	**$847,850.00**
					Base Bid + Additive Alternate Bid Total =	**$1,619,813.00**	**Base Bid + Additive Alternate Bid Total =**	**$2,688,335.50**	**Base Bid + Additive Alternate Bid Total =**	**$1,996,955.00**

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SPECIFICATIONS

Project Name: Full-Depth Reconstruction Paving Project – 2022 Transportation

Project Number: P22-08

MAYOR

Patrick Payton

COUNCIL MEMBERS

District 1	Scott Dufford	District 3	Jack Ladd
District 2	John Norman	District 4	Lori Blong
At-Large	Dan Corrales	At Large	Robin Poole

ENGINEERING SERVICES DIRECTOR

Jose E. Ortiz, P.E.



Prepared by City of Midland, Texas
Engineering Services Division

December 2022

NOTICE TO BIDDERS

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

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

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

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

Delivery of Submittals

Bid packets must be received in the City Secretary's Office no later than January 25, 2022 at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

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

The Proposed Work provides for the furnishing of materials and labor for Full-Depth Reconstruction Paving Project – 2022 Transportation together with other miscellaneous and appurtenant work.

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

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

bwojciehowski@midlandtexas.gov

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

Bids will be received on a unit price basis.

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

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

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

WAIVER

BIDDER’S WAIVER:

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

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

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

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

4. **AWARD OF THE CONTRACT**

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

City of Midland

Amy Turner
City Secretary

Form Revised December 2022

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated December 14, 2022 and numbered from C100 (1) through C403 (26) inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

The location and details for the additive alternate construction and related work are shown upon a set of drawings dated December 27, 2022 and numbered from C000 (1) through S-101 (12) inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

2. TIME AND PLACE OF RECEIVING BIDS

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

3. PREPARATION OF BID FORM

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

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

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

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

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

4. EXAMINATION OF SITE, DRAWINGS, ETC

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

5. WITHDRAWAL OF BIDS

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

6. AGREEMENT AND BONDS

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

7. INTERPRETATION OF PLANS AND DOCUMENTS

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

8. BIDDERS INTERESTED IN MORE THAN ONE BID

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

9. AWARD OF CONTRACT

The Owner reserves the right to reject any or all bids submitted and not make an award. The Owner also reserves the privilege of accepting any item as a separate contract or the combination of items of a contract. The Owner and Bidder agree that, if the Contract is awarded, that it will be awarded to either the lowest responsible bidder/proposer, or to the bidder/proposer who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. Further, the Owner reserves all rights granted by Section 271.027 of the Texas Local Government Code. The Owner reserves the right to award the bid to the lowest responsible bidder.

10. OPENING OF BIDS

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

11. COMPARISON OF BIDS

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

12. BID GUARANTY

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

13. CONTRACT DOCUMENTS

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

14. TIME ELEMENT

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

15. PAYMENTS

Payments to the Contractor will be based upon the prices stated in the proposal and upon basis of the work performed as determined by the Engineer. The Engineer's determination shall be considered as final unless changes are authorized by the City in writing which shall affect the work. Upon issuance of the Certificate of Completion, the Engineer shall proceed to take final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the agreement and shall certify same to the Owner who shall pay to the Contractor on or after the 30th day, and before the 35th day, after the date of the Certificate of Completion, the balance due the Contractor under the terms of this agreement, provided he has fully performed his contractual obligations under the terms of this Contract, and said payment shall become due in any event upon said performance by the Contractor. Notwithstanding any provision of these Contract documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the Certificate of Acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good workmanlike manner and in full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract documents.

Revised December 2022

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Boler Equipment Service, Inc.

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

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

N/A - No Relationship

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A - No Relationship

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

7

Signature of vendor doing business with the governmental entity

2.8.2023

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: Boler Equipment Service, Inc.

Local Address (must be within the City limits): 4611 Sinclair Ave

1. Is the above address the principal place of business for the business named above? ☒ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? 9
3. Year your business was established in the City of Midland: 1987
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: 17524445826

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

   Boler Equipment Service, Inc.
   4611 Sinclair Ave
   Midland, TX 79707

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

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

   ☒ Yes ☐ No

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

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

Authorized Signature: Greg Boler Date: 2.8.2023

Printed Name and Title: Greg Boler - Vice President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jessica Ervin-Battles	
ERVIN INSURANCE AGENCY 3100 North A Street Bldg D Midland, TX 79705 License #:	PHONE (A/C, No, Ext): (432) 682-3717	FAX (A/C, No): (432) 682-3002
	E-MAIL ADDRESS: jessica@ervinins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Mid-Continent Casualty	23418
INSURED Boler Equipment Service PO Box 80428 Midland, TX 79708	INSURER B : Liberty Mutual Insurance Company	23043
	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	04GL1082761	7/13/2022	7/13/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAS60891370	3/2/2022	3/2/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	04XS225207	7/13/2022	7/13/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001118970	7/13/2022	7/13/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Inland Marine-Rented Equipment			04CIM27944	7/13/2022	7/13/2023		$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Install New Gas Pumps, Tanks, Piping and Canopies. Installation of Underground Utilities. The City of Midland is listed as an Additional Insured, on a claims occurred basis, on all policies listed above. The Insured and Insuror hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance captioned above.

CERTIFICATE HOLDER

City of Midland
PO Box 1152
Midland, TX 79702
432-686-1609(F)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TECHNICAL SPECIFICATIONS

FOR: Full-Depth Reconstruction Paving Project – 2022 Transportation

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

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

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

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

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONFLICT OF PROVISIONS

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

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

4. TIME ELEMENT

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

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

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

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

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

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

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

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

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

PAYMENT; RETAINAGE:

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

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

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

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

FINAL COMPLETION AND ACCEPTANCE:

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

FINAL PAYMENT:

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

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

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

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

(b) For defective work not remedied.

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

7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors employed by him, for labor, wages, materials and other purposes, in the furtherance of this

project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

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

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

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

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

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

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

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

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

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

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

9. ASSIGNMENT OF CONTRACT

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

10. SUBCONTRACTORS

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

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

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

11. SUSPENSION OF WORK

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

12. RIGHT OF OWNER TO TERMINATE CONTRACT

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

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

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

14. INCIDENTAL WORK

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

15. PERMITS – COMPLIANCE WITH LAW

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

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

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

16. INSPECTION BY OWNER

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

The Owner shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expense to the Contractor. No inspector shall have the power to waive the obligation resting upon the Contractor to furnish good material or do work as herein prescribed, and any failure or omission of any inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly rebuild the same at any time upon discovery of the defect and upon receipt of notice of the Engineer to do so.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out any portion thereof, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his subcontractor, he shall defray all the expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and materials necessarily involved in such examination and replacement, plus fifteen percent (15%) for overhead and profit, shall be allowed the Contractor.

Where the Specifications require work to be specifically tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval or consent thereto by the Owner. Should any such work be covered up without such notice, approval or consent, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

17. PATENTS

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including all costs and legal expenses, for or on account of, any patented or unpatented invention, process, article or appliance, manufactured for or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract.

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the prosecution of the project to the end that the Contractor may perform this Contract in the light of such other Contract, if any.

Nothing herein contained shall be interpreted as granting the Contractor exclusive occupancy of the site of the project. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the Owner shall decide which Contractor shall cease work temporarily and which shall continue, or whether the work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. The Owner shall not be responsible for any damages suffered or extra costs incurred by the Contractor, resulting directly or indirectly from the award or performance or attempted performance of any other Contract or Contracts on the project, or caused by any decision or omission of the Owner respective to the order of precedence in the performance of Contracts.

19. NOTICE AND SERVICE THEREOF

Any notice from one party to another under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, if the notice is given to the Owner, (a) by personal delivery thereof to the individual duly authorized to direct and supervise the project of the Owner, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the City of Midland, 300 North Loraine Street, Midland, Texas, 79701, postage prepaid and certified; or if the notice is given to the contractor (a) by personal delivery thereof to the project superintendent or other person authorized to act for the contractor, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the Contractor at his regular place of business or at such other address as may have been established for the conduct of the work under this Contract, postage prepaid and certified; or (c) if the notice is given to the Surety or any other person by personal delivery to such Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or other person, at the address of such surety or other person last communicated by him to the party giving the notice, postage prepaid and certified.

20. QUALITY OF MATERIALS AND WORKMANSHIP

It is the intention of this Contract to have only first class materials and the best workmanship throughout, and the methods and appliances adopted by the Contractor must be such as will secure a satisfactory quality of work and will enable him to complete the work in the time agreed upon. If at any time such methods and appliances appear inadequate, the Engineer may order the Contractor to improve their character or increase their efficiency, and the Contractor must conform to such order; but the failure of the Engineer to order such improvement of methods or increase of efficiency will not relieve the Contractor from his obligations to perform good work or finish it in the time agreed upon. The Contractor shall submit samples or specimens of any and all materials proposed to be used in the work when required to do so by the Engineer. All materials must be of specified quality and fully equal to approved samples. All work must be done and completed in a thorough and workmanlike manner. All materials furnished and all work done must be satisfactory to the Engineer and will be subject to rigid inspection, and if not in accordance with the Specifications in the opinion of the Engineer, shall be made to conform thereto.

It is understood that except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence of temporary

construction of every nature, and all other services and facilities required for the completion of the Contract within the specified time.

21. SPECIAL METHODS

The Engineer may consent to special methods for carrying out the work in difficult cases, but the Contractor will not be relieved of responsibility for the result. The Contractor shall be responsible for the result of all work performed by him whether directed by the Engineer or not.

22. REMOVAL OR REPLACEMENT OF WORK DONE WITHOUT LINES OR GRADES

Any work done without lines or grades given by the Engineer or under his direction or without the supervision of an inspector, may be ordered removed and replaced by the Engineer at the Contractor's expense.

23. COVERING WORK

No work shall be covered until it has been examined and approved by the Engineer.

24. UNFAVORABLE WEATHER

During unfavorable weather and other adverse conditions, only such portions of the work may be done which will not be damaged thereby, unless by special means or precautions approved by the Engineer.

25. ALL WORK SUBJECT TO FINAL INSPECTION

Failure to neglect on the part of the Engineer or his inspectors to condemn or reject bad or inferior work or materials shall not be construed to imply his acceptance of such work or materials if it becomes evident at any time prior to the final acceptance of the work and the release of the Contractor.

26. PUBLIC CONVENIENCE

When materials for construction are brought on the work site they shall be neatly piled so as to cause as little obstruction to travel as possible, and so that they may be conveniently inspected.

No material or other obstruction shall be placed within five (5) feet of fire hydrants, which must at all times be readily accessible to the fire department, nor shall any material be piled within two (2) feet of any trees.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion, and final acceptance by the Owner.

The Contractor shall provide such heat, covering and enclosures as are necessary to protect all work and materials against damage by weather conditions.

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavement, utilities, adjoining property, and structures, and avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

If required by the Engineer, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations, and other parts of all existing structures adjacent and adjoining the site of the Project, which are in any way affected by the excavations or other operations connected with the completion of the work under this Contract. Whenever any notice is required to be given by the Owner or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work under this Contract, such notice shall be given by the Contractor. The Contractor shall indemnify the Owner and save it harmless from any damages on account of settlement or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

During the progress of the work the convenience of the public and of the residents along streets must be provided as far as practicable. Convenient access to driveways, houses and buildings along streets must be maintained whenever possible.

Temporary approaches and crossings of streets and sidewalks must be provided and kept in good condition whenever practicable.

The Contractor shall provide and maintain such fences, barriers, "Street Closed" signs, red lights and watchmen as may be necessary to prevent avoidable accidents to residents and to the public.

The Contractor alone shall be held responsible for all injuries to persons, and for all damages to property of the City or others, caused by or resulting from the negligence of himself, his employees or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. He must restore all injured public or private property to a condition as good as it was when he entered upon the work, purchasing new materials to replace all that which is injured or destroyed during the course of the work.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act.

27. TRAFFIC CONTROL

It is the policy of the City of Midland to keep at least two travel lanes open to traffic at all times and where possible to have three travel lanes between 7:30 a.m. and 9:00 a.m. and 4 p.m. and 6 p.m. (Two (2) lanes in the direction of peak travel).

At least 48 hours before beginning work the contractor shall present a traffic control and/or barricade plan prepared as per the approved Barricading Standards to the Traffic Engineering Division for review and approval. When approved and barricades are in place, they shall be inspected by the Traffic Engineering Division prior to beginning work.

Traffic control signs, such as stop signs, yield signs, etc., are placed in various intersections for the safety and protection of the traveling public. The contractor shall not move, alter or damage said signs for any reason. If said signs must be removed for construction purposes, contractor shall notify the City of Midland, Traffic Division Operations Superintendent at least 48 hours (not including weekends) before construction activities are scheduled to begin. All construction barricading, warning signs, and other construction traffic control devices shall be in place and shall be in accordance with the Texas Manual on Uniform Traffic Control Devices and approved Barricading Standards included in plans before traffic signs can be removed. The contractor shall notify the Traffic Division Operations Superintendent at least 72 hours (not including weekends) before

scheduled removal of construction barricades, warning signs, and traffic control devices. But in all cases the contractor shall not remove said barricades, warning signs, and traffic control devices until the City of Midland's Traffic Department has replaced stop signs, yield signs, etc., in their proper location. The Contractor shall notify Traffic Engineering Division at least 24 hours in advance of any Traffic Signal modification due to construction (i.e. eliminating left turn phases). Notice shall also be given to the Traffic Engineering Division at least 24 hours prior to removing barricades at signalized intersections.

28. PROTECTION OF NEW WORK

All new work shall be carefully protected by the Contractor, and any work injured from any cause before the completion of the whole project must be rebuilt by the Contractor at his own expense.

29. MONUMENTS OR STAKES

The Contractor must carefully protect from disturbance or injury all monuments, stakes and bench marks, of City County, State or Federal Government and shall not excavate nearer than five (5) feet to any of them without the permission of the Engineer, or until they have been removed, witnessed or otherwise disposed of by the Engineer.

30. USE OF COMPLETED PORTIONS

The City shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding the time for completing the entire work on such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both as the Engineer may determine.

The Owner, in taking possession of completed portions, shall agree to accept the decision of the Engineer on matters relating to responsibility for damages that may occur to any portions of the work during the period of possession preceding acceptance and final payment.

31. USE OF PREMISES

The Contractor shall confine his apparatus, storage of materials and construction operations to such limits as may be directed by the Owner, and shall not unreasonably encumber the premises with his materials.

The Contractor shall enforce any instructions of the Owner regarding advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

32. SAFETY RESTRICTIONS

The following procedures will be followed regarding the subject item on this contract:

A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

Equipment that may be operated within ten feet of high voltage lines shall have an insulating cage type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company who will erect temporary mechanical barriers, de – energize the line, or raise or lower the line. The notifying department

The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

No person shall work within six feet of high voltage line without precautions having been taken and protection provided as outlined in Paragraph (3) above.

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

The Business Automobile Liability insurance provided by Contractor shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the

work that is the subject of this Contract. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

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

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

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

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

34. INDEMNIFICATION

INDEMNITY: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CONTRACTOR, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS

CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

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

35. RELEASE

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

36. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Owner; that Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between Owner and Contractor, its officers, agents, employees, contractors and subcontractors; and

that nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor. No person performing any of the work and services described hereunder by Contractor shall be considered an officer, agent, servant or employee of the Owner. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Contractor shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Owner does not have the power to direct the order in which the work is done. The Owner shall not have the right to control the means, methods or details of the Contractor's work. Contractor shall assume exclusive responsibility for the work. Contractor is entirely free to do the work in its own way.

37. QUALIFICATIONS FOR EMPLOYMENT

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the Project under this Contract. No person under the age of sixteen (16) years shall be employed on the project under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract: Provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mentally defective shall be employed on the project under this contract.

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each of his subcontractors shall prepare payrolls for the workers on the Project. Not later than the seventh (7th) day following the payment of wages, the Contractor shall transmit to the Owner, if requested, a certified legible copy and two confirmed copies of such payroll.

Such copies of payrolls shall be accompanied by substantial proof that all bills for services rendered and materials supplied have been duly paid and by such other data as the Owner may require.

39. POSTING WAGE RATES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

40. PAYMENT OF EMPLOYEES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

The Contractor agrees that, in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this Article may be in addition to other amounts that may be retained by the Owner pursuant to other provisions of this Contract.

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

The wages of each laborer and mechanic engaged in work on the project under this Contract shall be computed on a basis of eight (8) hours per day, eight (8) hours continuous employment except for lunch periods, constituting a day's work.

Legal holiday work shall be paid for at the regular governing per diem wage rates.

Work in excess of 40 hours per week shall be paid for at 1 ½ times the basic rate of pay.

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

The Contractor will not be permitted to work on Sundays or legal holidays except in an emergency and then only upon written permission of the Engineer.

Any work necessary to be performed after regular working hours and when permitted on Sundays or legal holidays, shall be performed without additional expense to the Owner.

No work on any Contract item will be permitted before daylight or later than one hour after sundown.

44. CONTRACT SECURITY

The Contractor shall furnish a performance bond and payment bond in an amount equal to one hundred percent (l00%) of the amount of the Contract as security for the faithful performance of the Contract, including the payment of all persons performing labor on the project and furnishing of materials in connection with this Contract. All Bonds must be executed in five (5) original counterparts by a corporate surety authorized to do business in the State of Texas. Bonds executed by individuals or any other than recognized and authorized corporate surety companies will not be acceptable.

45. DELAYS

The Contractor shall receive no compensation for delays or hindrances to the work, except when, in the judgment of the Engineer, direct or unavoidable extra cost to the Contractor is caused by such hindrances or delays. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor, as provided in Paragraph 18 hereof. Such claim, if found correct, will be approved, and the decision of the Engineer whether extra cost has been incurred and the amount thereof, shall be final. If delays are caused by specific orders to stop work, given by the Engineer, or by the performance of extra work, or by unforeseen causes beyond the control of the Contractor, or by the failure of the Owner to provide materials or necessary instructions for carrying on the work, or to provide the necessary right-of-way or site for installation,

then delay will entitle the Contractor to an equivalent extension of time. Application for extension of time must be approved by the Owner and, shall not release the Sureties from their obligations, which shall remain in full force until the discharge of the Contract.

LATE COMPLETION; LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

In the event Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then Contractor and Contractor's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the City $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that Contractor shall be in default after the time stipulated in the contract for completing the work. Further, the City shall have the right to cancel this contract for such delay. In the event the City cancels this contract pursuant to the terms of this section, the City shall pay to Contractor only those monies deemed appropriate by the City, in its sole discretion, to compensate Contractor for any work actually performed, less any liquidated damages Contractor owes the City.

The said amount is fixed and agreed upon by and between Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that Contractor shall not be charged with liquidated damages or any excess cost when the City determines, in its sole discretion, that Contractor is without fault and Contractor's reasons for the time extension are acceptable to the City. Provided, further, that Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that Contractor shall, within ten (10) calendar days from the beginning of such delay, unless the City shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify Contractor within a reasonable time of its decision in the matter.

CONTRACTOR AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM CONTRACTOR AS LIQUIDATED DAMAGES FOR CONTRACTOR'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

CONTRACTOR SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO CONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. CONTRACTOR'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.

46. ERRORS AND OMISSIONS

The Contractor will not be permitted to take advantage of any error or omission in these specifications. Suitable instructions will be given by the Engineer when such error or omission is discovered.

47. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the Specifications and Drawings, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as part thereof and of the Contract. Anything mentioned in these specifications and not mentioned or shown in the drawings, or shown in the drawings and not mentioned in these specifications, shall be done as though shown or mentioned in both. The Engineer will furnish from time to time, such detailed drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

In the event of any discrepancy between the plans and these specifications, the decisions of the Engineer will be decisive thereon. The written dimensions on the plans are to be taken as correct, but the Contractor is required to check carefully all dimensions before beginning work thereon. Should any errors or omissions be discovered, the Engineer's attention shall be called to the same, and the proper corrections made. All notes on the plans shall be carefully observed by the Contractor and are a part of the Contract.

48. CONSTRUCTION STAKING

The Engineer will furnish a complete set of plans and profiles and set control stakes at fifty foot (50') intervals along the entire length of the project and at such control points he deems necessary for proper execution of the work. The Contractor will thereafter be required to lay out the work accurately and furnish at his own expense, all lines, levels, and dimensions necessary to the proper and correct execution of the entire work and be responsible for any errors resulting from his own work.

The Contractor shall give the Engineer at least 36 hours notice in writing before requiring stakes to be set on any new portion of the work, and he shall state clearly in such notice the exact locality or localities where such stakes are needed for immediate use.

The Contractor must satisfy himself, before commencing work, as to the meaning or correctness of all stakes or marks, and no claim will be entertained by the Owner for or on account of any alleged inaccuracies, or for the alterations subsequently rendered necessary on account of such alleged inaccuracies unless the Contractor notifies the Engineer thereof in writing before commencing to work thereon.

The Contractor will at all times conduct the work in such a manner as to prevent damage to construction stakes set by the Engineer. When construction stakes are damaged to such extent that they must be reset, as a result of carelessness or negligence on the part of the Contractor or his workmen, the costs thereof shall be kept by the Engineer and shall be deducted from the moneys due or to become due the Contractor under the terms of his contract.

Benchmark and survey stakes shall be preserved by the Contractor, and in case of their destruction or removal by him or his employees, they will be replaced by the Engineer at the Contractor's expense.

49. SANITATION

The Contractor shall provide suitable drinking water receptacles or containers equipped with dust-tight covers and spigots or faucets. A supply of sanitary paper drinking cups shall be kept on hand for general use near the drinking water containers. The use of common drinking cups or tin cups will not be permitted.

The Contractor shall furnish "Porta-Johns" or other approved sanitary facilities for use by all workers on the Project. Such facilities shall be placed and kept in close proximity of the site where work is being performed. Such facilities shall be properly serviced and maintained.

The Engineer may establish such other sanitary rules and regulations as may seem necessary and desirable to the safe prosecution of the work, such rules and regulations to apply to all forces employed under this Contract, and if, the Contractor fails to observe and enforce these rules, the Engineer may enforce them at the expense of the Contractor.

50. WATER FOR CONSTRUCTION

The Contractor may obtain all water necessary for construction purposes from the Municipal Waterworks System at the regular customer service rate, but the Contractor must make all necessary arrangements with the Director of Utilities for necessary connections and meters. The Contractor must make his own provisions and provide such equipment as is necessary for conveying water from point of service to point of use. No extra compensation will be allowed and the Contractor shall anticipate the expense connected herewith and absorb said expense in the prices bid for the various bid items.

51. SEQUENCE AND SPEED OF WORK

The Engineer shall direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used appear to the Engineer as insufficient and improper for securing the quality of work required or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character and the Contractor shall conform to such order. The

failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

52. INSPECTION AND TESTING OF MATERIAL

The sampling and testing of materials used or proposed to be used in the construction of this project will be made by the Engineer, his designated representative or certified testing laboratory personnel in accordance with methods prescribed by the American Society of Testing Materials and/or the American Association of State Highway Officials, with subsequent approved revisions made prior to the date of the Proposal. The selection of the method of test shall be designated by the Engineer. The Contractor shall bear the cost of all tests required before a material or a method is approved for use on the job, unless the Owner specifically agrees to bear the cost of these tests.

All tests required by the Owner after materials and/or methods have been approved and after they have been incorporated or used in the job will be paid for by the Owner, except if the Owner's tests reveal non-conformance with the specifications, subsequent tests on that part of the work required to determine if the replaced or reworked material meets the specifications, will be paid for by the Contractor. The City will pay only one time for any required testing.

The following is a summary of test required for the approval of materials or methods:

Material	**Test**
Subgrade	Maximum density, optimum moisture
Caliche Base:	Maximum density, optimum moisture, hardness, gradation, liquid limit, plasticity index, Texas Triaxial Classification
Aggregates for hot-mix:	Gradation, unit weight, abrasion, soundness, liquid limit, plasticity index, density
Asphalt, emulsions and tars:	Certified plant test and certificates of compliance with each shipment
Hot- Mix asphaltic concrete:	Design mix, swell test, stripping test
Portland cement concrete pavement:	Design mix with test cylinders

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the Owner’s representative or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in the work.

The Owner may, at its discretion, approve materials and/or methods for use on this project without testing when they are from sources previously tested and approved for City of Midland projects.

53. CONSTRUCTION SCHEDULE

It shall be the responsibility of the Contractor to furnish the Construction Engineer prior to construction a schedule out – lining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean – up.

54. PROFILES AND ELEVATIONS

Profiles and elevations of the ground are shown on the plans hereto attached. These profiles and elevations are believed to be reasonably correct, but are not guaranteed to be absolutely so, and are represented only as an approximation. Elevations are referred to datum given by the Engineer.

55. CLEANUP

During the progress of the work, the Contractor shall maintain the work area in a reasonably clean and safe condition. Dirt, debris, excess excavation and other objectionable materials shall be removed from the site and disposed of on a daily basis.

After completion of all the work contemplated to be done in accordance with the detailed plans and these specifications, the premises and area along the entire line of the work shall be thoroughly cleaned up and all remaining structural materials, excess or surplus excavation and debris of any nature shall be removed and disposed of in a satisfactory manner and as directed by the Engineer. The site of all work shall appear neat and finished. All portions of the project when completed shall be ready for use or occupancy.

No compensation or payment shall be made for any cleanup work. The price for such cleanup work shall be absorbed in the items covered in the proposal.

56. GUARANTEE

The contractor shall and hereby does guarantee: (1) all work performed by him directly and all work performed by his subcontractors; (2) that all material specified; and (3) that any defect due to improper workmanship or material discovered and made known to him within one year (1) f the date of final acceptance of the improvements shall be repaired, replaced, corrected or otherwise made good by him without additional expense to the Owner. The Contractor shall, in case of work performed by his subcontractors and where guarantees are required, secure guarantees from said subcontractors and deliver copies of same to the Engineer upon completion of the work.

57. WAIVER OF ATTORNEY FEES:

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

CONTRACTOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN

THE OWNER AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

58. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way that would direct application of the laws of another jurisdiction.

59. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

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

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62. ASSIGNMENT

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

63. FEDERAL WAGE REQUIREMENTS

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

64. PROMPT PAY ACT

The owner and contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

65. OTHER FEDERAL REQUIREMENTS

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

Updated July 2021

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. Bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

*****************IMPORTANT SPECIAL NOTICE TO CONTRACTOR******************

1. PROJECT FUNDING

If awarded the contract, Full-Depth Reconstruction Paving Project – 2022 Transportation – Market Street Portion, is being paid for through a Development Services – Community Development Department administered program on behalf of the City of Midland for being the recipients of HUD Community Development Block Grant Funds. As such, the Davis-Bacon Wage Rates, certified payroll forms and random on-site personnel interviews will apply to this portion of the work.

*****************IMPORTANT SPECIAL NOTICE TO CONTRACTOR******************

2. SCOPE OF WORK:

Included in this Project will be **Full-Depth Reconstruction Paving Project – 2022 Transportation** to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the installation of proposed paving infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, milling, excavation, backfill, compaction, form work, pavement placement, inlay and joint sealing. This includes but is not limited to placement of erosion control measures, traffic control, stabilization, utility cover adjustments, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

The Additive Alternate will include the installation of proposed paving infrastructure, drainage infrastructure and appurtenances including all necessary mobilization, material storage, saw-cutting, pavement removal, milling, excavation, backfill, compaction, form work, pavement placement, inlay and joint sealing. This includes but is not limited to placement of erosion control measures, traffic control, stabilization, utility cover adjustments, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

3. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

In the construction drawing set any written or noted dimension takes precedence over dimensions measured based on the drawing scale unless otherwise directed by the Engineer.

Any changes or revisions made as part of an Addendum for this project take precedence over the original bid packet and construction drawing set where the documents are in conflict.

4. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

5. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

Payment will be made for material installed, not for material delivery.

6. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work. The City of Midland reserves the right to require additional safety measures on the project site at any time if they are needed in the opinion of the Engineer for the safety of the work crews or public.

7. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

The following procedure will be followed regarding the subject item on this contract:

1) A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

   "**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

2) Equipment that may be operated within ten feet of high voltage lines shall have an insulation cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

3) When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

4) The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

5) No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph (3).

8. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Construction Manager no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways). Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Construction Manager of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion. For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").

4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Construction Manager, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

At other times as shown on the approved TCP, or as otherwise directed by the City.

9. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

10. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc. Contractor must notify affected properties no less than two (2) business days prior to any planned access interruptions.

Contractor must coordinate with the City of Midland regarding any planned access interruptions for public Right-of-Way, or to restore any public infrastructure damaged during construction activities.

11. PROPERTY AND RIGHT-OF-WAY SERVICE:

Service to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. Such services include water, wastewater, fiber, cable, electric, and gas. Contractor must notify affected properties no less than two (2) business days prior to any planned service interruption.

Contractor must coordinate with the City of Midland regarding any planned service interruptions for public water or wastewater, or to restore any public infrastructure damaged during construction activities.

Contractor must coordinate with private service providers for any necessary service interruptions to their infrastructure or to restore service to their infrastructure in the event that a private service is disrupted, damaged, etc. during construction.

12. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

13. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50’) intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

14. SURVEY:

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

15. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

Concrete is only to be placed when the ambient temperature is between 40 degrees and 95 degrees Fahrenheit and the ambient temperature in the shade is higher than 40 degrees Fahrenheit or is 40 degrees Fahrenheit and rising.

All concrete pavement joints are to be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland approved equal. This will not apply to curb or sidewalk joints.

No construction materials are to be placed or installed during rain events unless they are necessary to resolve an emergency situation or to facilitate the project site erosion control measures.

16. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

17. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

Existing fire hydrants and existing water meters indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. These are ancillary to the project and will not be paid as separate items.

18. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

Concrete Pavement – A Slump Test is required for every cylinder set (3 test cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test, with 1 cylinder set taken for:

A. Every 50 cubic yards of concrete placed for concrete pavement between street intersections.

B. Every 50 cubic yards of concrete placed for concrete pavement at a street intersection.

C. Every 2 sets of fillets and valley gutters at street approaches. (1 set = 2 fillets and 1 valley gutter)

D. Every 4 alley approaches or driveway approaches.

E. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement – A Nuclear Gauge Density Test is required for either each day that asphalt hot-mix is placed or for every 250 linear feet of asphalt hot-mix pass, whichever results in more frequent testing. The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density range for construction of this project is 93% - 98% with a target density of 95%. Test results are to be given to the Engineer upon completion of each test.

19. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

20. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

21. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and construction drawings.

22. CONTRACT DEADLINE:

The deadline for substantial completion of this project is __90___ calendar days total starting from the Notice to Proceed date.

Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.

Unless specifically granted in writing by the Engineer, there will be no suspension of project time between phases of construction.

23. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project.

24. BID PACKET COMPLETION ITEMS OF NOTE:

Bidders must be willing to sign the Contract as is if a bid is submitted. Revisions, alterations, deletions, additions, or any other changes of any kind by the bidder to the bid packet or other bid documents (such as the construction drawing set, addendums, etc.) will result in the bid submittal being deemed 'Non-Responsive' and the bid will not be accepted.

Bidders are reminded to make sure that the Conflict of Interest forms are completed if applicable before submitting a bid.

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank, only partially completed, or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and

the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

25. US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) NOTE:

This project is funded in whole or in part with CDBG-DR funds provide by the US Department of Housing and Urban Development (HUD). Federal labor standards provisions including prevailing wage requirements of the Davis Bacon and Related Acts will be enforced. In the event of a conflict between the Federal and Puerto Rico Executive Order wage rates occurs, the higher of the two will prevail.

As recipients of HUD financial assistance, PRDOH and its contractors and subcontractors working within the PRDOH CDBG-DR Program are subject to the requirements of the Davis-Bacon Act of 1931 (DBA), 40 U.S.C. § 3141 et seq., which guarantees fair wages, benefits, and overtime to employees while working on government-funded construction, alternation, or repair projects in excess of $2,000. The Davis-Bacon and Related Acts (DBRA) determine applicability of Davis-Bacon to Federally-assisted construction contracts. The Housing and Community Development Act of 1974 (HCD), 42 U.S.C. § 5301 et seq., Section 110 of the Act, determines the DBRA applicability to CDBG-DR. The DOL sets forth the principal set of regulations for labor rules in 29 C.F.R. Parts 1-7: • 29 C.F.R. Part 1 – Regulates wage rate determination • 29 C.F.R. Part 3 – Copeland “Anti-kickback” Act of 1934, 18 U.S.C. § 874 and 40 U.S.C. § 3145, defines anti-kickback regulations; obligation of weekly payrolls and governs payroll deductions • 29 C.F.R. Part 5 – Defines Labor Standards Regulations • 29 C.F.R. Part 6 – Regulates administrative proceedings to enforce Labor standards • 29 C.F.R. Part 7 – Regulates non-compliance All covered contracts must include Davis-Bacon and other labor standards clauses and the applicable wage determinations.

PROPOSAL

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

Gentlemen: The undersigned bidder, having examined the drawings, specifications and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

Project Name: Full-Depth Reconstruction Paving Project – 2022 Transportation

Project Number: P22-08

Miscellaneous Items

Item No.	Quantity	Description	Unit Price	Total Amount
1)	1 LS	Mobilization, furnished, installed, complete and in place, for the sum of: Eighty Thousand Five Hundred dollars and no cents per month. (Pay Note M1)	$80,500.00	$ 80,500.00
2)	1 LS	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: Three Thousand Five Hundred dollars and No cents per month. (Pay Note M2)	$ 3,500.00	$ 3,500.00
3)	1 LS	Traffic Control, furnished, installed, complete and in place, for the sum of: Four Thousand dollars and No cents per month. (Pay Note M3)	$ 4,000.00	$ 4,000.00
4)	1 LS	Job Site Safety, furnished, installed, complete and in place, for the sum of: Two Thousand Six Hundred dollars and No cents per month. (Pay Note M4)	$ 2,600.00	$ 2,600.00
Total Miscellaneous Items 1-4			$ 90,600.00	

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	0.6 ACRE	Preparation of Right-of-Way, furnished, installed, complete and in place, for the sum of: Twenty Five Thousand dollars and No cents per acre. (Pay Note D1)	$ 25,000.00	$ 15,000.00
2)	671 LF	Saw-Cutting, complete and in place, for the sum of: Two dollars and No cents per linear foot. (Pay Note D2)	$ 2.00	$ 1,342.00
3)	6,590 SY	Removal & Dispose of Existing Asphalt Pavement, complete and in place, for the sum of: Four dollars and No cents per square yard. (Pay Note D3)	$ 4.00	$ 26,360.00
4)	802 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: Five dollars and No cents per linear foot. (Pay Note D4)	$ 5.00	$ 4,010.00
5)	636 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: Thirteen dollars and No cents per square yard. (Pay Note D5)	$ 13.00	$ 8,268.00
6)	76 LF	Removal & Disposal of Existing Fence And Gate, complete and in place, for the sum of: Twenty Seven dollars and No cents per linear foot. (Pay Note D6)	$ 27.00	$ 2,052.00
7)	10,689 SY	Excavation, complete and in place, for the sum of: Five dollars and No cents per square yard. (Pay Note D7)	$ 5.00	$ 53,445.00
Total Demolition Items 1-7		$ 110,477.00		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	7,928 SY	Subgrade Preparation (Depth ≤ 8"), furnished, installed, complete and in place, for the sum of: Ten dollars and No cents per square yard. (Pay Note P1)	$ 10.00	$ 79,280.00
2)	799 TON	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS / SY @ 2" Thick), furnished, installed, complete and in place, for the sum of: Two Hundred Thirty Six dollars and No cents per ton. (Pay Note P2)	$ 236.00	$ 188,564.00
3)	7,260 SY	8" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: Twenty Three dollars and No cents per square yard. (Pay Note P3)	$ 23.00	$ 166,980.00
4)	1,452 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: Seven dollars and No cents per gallon. (Pay Note P4)	$ 7.00	$ 10,164.00
5)	726 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: Seven dollars and No cents per gallon. (Pay Note P5)	$ 7.00	$ 5,082.00
6)	488 SY	6" Concrete Fillet & Valley Gutter, furnished, installed, complete and in place, for the sum of: One Hundred Twelve dollars and No cents per square yard. (Pay Note P6)	$ 112.00	$ 54,656.00
7)	49 SY	6" Standard Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: One Hundred Twelve dollars and No cents per square yard. (Pay Note P7)	$ 112.00	$ 5,488.00

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	619 SY	6" Residential Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: One Hundred Twenty dollars and No cents per square yard. (Pay Note P8)	$ 120.00	$ 74,280.00
9)	2,425 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Thirty Two dollars and No cents per linear foot. (Pay Note P9)	$ 32.00	$ 77,600.00
10)	506 LF	Type D Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Thirty Two dollars and No cents per linear foot. (Pay Note P9)	$ 32.00	$ 16,192.00
11)	256 LF	Transition to Laydown Curb, furnished, installed, complete and in place, for the sum of: Thirty Two dollars and No cents per linear foot. (Pay Note P9)	$ 32.00	$ 8,192.00
12)	133 SY	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place, for the sum of: One Hundred Twenty dollars and No cents per square yard. (Pay Note P10)	$ 120.00	$ 15,960.00
13)	1,269 SY	4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: Sixty Eight dollars and No cents per square yard. (Pay Note P11)	$ 68.00	$ 86,292.00
14)	1 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: Three Thousand Two Hundred Fifty dollars and No cents per each. (Pay Note P12)	$ 3,250.00	$ 3,250.00

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
15)	16 EA	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: One Thousand Three Hundred dollars and No cents per each. (Pay Note P12)	$ 1,300.00	$ 20,800.00
Total Paving Items 1-15		$ 812,780.00		

Additive Alternate Bid Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1 LS	Mobilization, furnished, installed, complete and in place, for the sum of: Forty Five Thousand dollars and No cents per month. (Pay Note M1)	$ 45,000.00	$ 45,000.00
2)	1 LS	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: One Thousand Nine Hundred Fifty dollars and No cents per month. (Pay Note M2)	$ 1,950.00	$ 1,950.00
3)	1 LS	Traffic Control, furnished, installed, complete and in place, for the sum of: Two Thousand Eighty dollars and No cents per month. (Pay Note M3)	$ 2,080.00	$ 2,080.00
4)	1 LS	Job Site Safety, furnished, installed, complete and in place, for the sum of: Two Thousand Six Hundred dollars and No cents per month. (Pay Note M4)	$ 2,600.00	$ 2,600.00
5)	1.11 ACRE	Preparation of Right-of-Way, furnished, installed, complete and in place, for the sum of: Twenty Five thousand dollars and No cents per acre. (Pay Note AA9)	$ 25,000.00	$ 27,750.00
6)	402 SY	Removal & Dispose of Existing Asphalt Pavement, complete and in place, for the sum of: Four dollars and No cents per square yard. (Pay Note D3)	$ 4.00	$ 1,608.00
7)	110 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: Five dollars and No cents per linear foot. (Pay Note D4)	$ 5.00	$ 550.00
8)	140 SY	Removal & Disposal of Miscellaneous Concrete, complete and in place, for the sum of: Thirty dollars and No cents per square yard. (Pay Note AA1)	$ 30.00	$ 4,200.00

Additive Alternate Bid Items				
Item No.	Quantity	Description	Unit Price	Total Amount
9)	5,354 SY	Subgrade Preparation (Depth ≤ 8"), furnished, installed, complete and in place, for the sum of: Ten dollars and No cents per square yard. (Pay Note P1)	$ 10.00	$ 53,540.00
10)	72 LF	Soil Supported Concrete Cap, furnished, installed, complete and in place, for the sum of: One Hundred Thirty Three dollars and No cents per linear foot. (Pay Note AA2)	$ 133.00	$ 9,576.00
11)	1 LS	10' Wide Pier Supported Concrete Cap, furnished, installed, complete and in place, for the sum of: Ten Thousand dollars and No cents per lump sum. (Pay Note AA3)	$ 10,000.00	$ 10,000.00
12)	4,403 SY	3" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 330 LBS / SY @ 3" Thick), furnished, installed, complete and in place, for the sum of: Thirty dollars and No cents per square yard. (Pay Note AA4)	$ 30.00	$ 132,090.00
13)	4,403 SY	10" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: Twenty Seven dollars and No cents per square yard. (Pay Note P3)	$ 27.00	$ 118,881.00
14)	1,101 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: Seven dollars and No cents per gallon. (Pay Note P4)	$ 7.00	$ 7,707.00
15)	102 SY	6" Concrete Fillet, furnished, installed, complete and in place, for the sum of: One Hundred Twelve dollars and No cents per square yard. (Pay Note AA5)	$ 112.00	$ 11,424.00

Additive Alternate Bid Items				
Item No.	Quantity	Description	Unit Price	Total Amount
16)	21 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: One Hundred Twelve dollars and No cents per square yard. (Pay Note AA6)	$ 112.00	$ 2,352.00
17)	34 SY	6" Standard Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: One Hundred Twelve dollars and No cents per square yard. (Pay Note P7)	$ 112.00	$ 3,808.00
18)	1,905 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Thirty Two dollars and No cents per linear foot. (Pay Note P9)	$ 32.00	$ 60,960.00
19)	467 SY	6" Miscellaneous Concrete, furnished, installed, complete and in place, for the sum of: One Hundred Forty dollars and No cents per square yard. (Pay Note AA7)	$ 140.00	$ 65,380.00
20)	4 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: Three Thousand Two Hundred Fifty dollars and No cents per each. (Pay Note P12)	$ 3,250.00	$ 13,000.00
21)	9 EA	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: One Thousand Three Hundred dollars and No cents per each. (Pay Note P12)	$ 1,300.00	$ 11,700.00
22)	72 LF	ACO Slab Drain, H300SK-13 Channel with Neural Invert, furnished, installed, complete and in place, for the sum of: Two Hundred Seventy Five dollars and No cents per linear foot. (Pay Note AA8)	$ 275.00	$ 19,800.00
Total Add. Alt. Items 1-22		$ 605,956.00		

Bid Price For:	
1. Miscellaneous Items	$ 90,600.00
2. Demolition Items	$ 110,477.00
3. Paving Items	$ 812,780.00
Base Bid Total Price	$ 1,013,857.00
Additive Alternate Bid Total Price	$ 605,956.00

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

One Million Thirteen Thousand Eight Hundred Fifty Seven dollars

and No cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within 120 calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

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

Eighty Thousand Nine Hundred Ninety dollars

and Sixty Five cents total. ($ 80,990.65)

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

Boler Equipment Service, Inc.

Name of Contractor

Greg Boler

Submitted By

Greg Boler - Vice President

Print Name and Title

4611 Sinclair Ave

Mailing Address

Midland	Texas	79707
City	State	Zip

PAY NOTES

Full-Depth Reconstruction Paving Project – 2022 Transportation

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
Demolition Items		
1	Preparation of Right-of-Way	D1
2	Saw-Cutting	D2
3	Removal & Disposal of Existing Asphalt Pavement	D3
4	Removal & Disposal of Existing Concrete Curb & Gutter	D4
5	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D5
6	Removal & Disposal of Existing Unclassified Fence	D6
Paving Items		
1	Subgrade Preparation (Depth ≤ 8")	P1
2	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS / SY @ 2" Thick)	P2
3	8" Flexible Base (Type A, Grade 4)	P3
4	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P4
5	Tack Coat (MC-30, 0.10 Gal / SY)	P5
6	6" Concrete Fillet & Valley Gutter	P6
7	6" Standard Concrete Alley Approach	P7
8	6" Residential Concrete Driveway Approach	P8
9	Type A Concrete Curb & Gutter	P9
10	Type D Concrete Curb & Gutter	P9
11	Transition to Laydown Curb	P9
12	Concrete Pedestrian Access Ramp	P10
13	4" Concrete Sidewalk	P11
14	Manhole Ring & Cover Adjustment	P12
15	Water Valve Box Ring & Cover Adjustment	P12
16	Meter Box Adjustment	P13
Additive Alternate Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Preparation of Right-of-Way	D1
6	Removal & Disposal of Existing Asphalt Pavement	D3
7	Removal & Disposal of Existing Concrete Curb & Gutter	D4
8	Removal & Disposal of Existing Miscellaneous Concrete	AA1
9	Subgrade Preparation (Depth ≤ 8")	P1
10	Soil Supported Concrete Cap	AA2
11	10' Wide Pier Supported Concrete Cap	AA3
12	3" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 330 LBS / SY @ 3" Thick)	AA4
13	10" Flexible Base (Type A, Grade 4)	P3
14	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P4
15	6" Concrete Fillet	AA5
16	6" Concrete Valley Gutter	AA6
17	6" Standard Concrete Alley Approach	P7
18	Type A Concrete Curb & Gutter	P9
19	6" Miscellaneous Concrete	AA7
20	Manhole Ring & Cover Adjustment	P12
21	Water Valve Box Ring & Cover Adjustment	P12
22	ACO Slab Drain, H300SK-13 Channel with Nueral Invert	AA8

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for Mobilization per the construction drawings and TxDOT Standard Specifications Item 500 'Mobilization'. Mobilization shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

M2 Includes the necessary equipment, labor, materials, and incidentals to implement Erosion/Sediment Control per the construction drawings and TxDOT Standard Specifications Item 506 'Temporary Erosion, Sedimentation, and Environmental Controls'. Erosion/Sediment Control shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement Traffic Control per the construction drawings and TxDOT Standard Specifications Item 502 'Barricades, Signs, and Traffic Handling.' Traffic Control shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. Job Site Safety shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

D1 Includes the necessary equipment, labor, materials, and incidentals for Preparation of Right-of-Way per the construction drawings and City of Midland standards and specifications including removal and disposal of all obstructions from the right-of-way and easements where removal of such obstructions is not indicated in the construction drawings, tree removal and disposal, all scraping and preservation of top soil, and including all clearing, grubbing, and appurtenances. Measurement and payment to be made per acre measured along the ground surface.

D2 Includes the necessary equipment, labor, materials, and incidentals for Saw-Cutting per the construction drawings and City of Midland standards and specifications, including all appurtenances. All saw-cut edges are to be full depth, cleanly cut, straight, and clearly defined edges free of breaks. Measurement and payment to be per each linear foot of saw-cut.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Asphalt Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, milling, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot measured along the back of curb.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Sidewalk & Ramps per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

D6 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Unclassified Fence And Gate per the construction drawings and City of Midland standards and specifications, including removal of all, columns, posts, foundations, anchors, gates, frames, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measures along the ground surface following the fence centerline through all structures and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for Subgrade Preparation per the construction drawings and City of Midland standards and specifications, including all proof-rolling, sub-grade reworking, scarifying, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 220 LBS / SY at 2" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

P3 Includes the necessary equipment, labor, materials, and incidentals for placement of Flexible Base compacted to 95% Density, ASTM D1557, per the construction drawings and City of Midland standards and specifications including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P4 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P5 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P6 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet & Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P7 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Alley Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the alley approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P8 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Driveway Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the driveway approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, transitions from one type to another type, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Pedestrian Access Ramp per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Sidewalk per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P12 Includes the necessary equipment, labor, materials, and incidentals for Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

P13 Includes the necessary equipment, labor, materials, and incidentals for Meter Box & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each adjustment made.

AA1 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Miscellaneous Concrete per the construction drawings and City of Midland standards and specifications including all removal, saw-cutting, and appurtenances. Depths given are approximate and concrete material is to be removed in its entirety. No additional compensation will be made for increased concrete depth removal. Measurement and payment to be made per square yard measured along the ground surface.

AA2 Includes the necessary equipment, labor, materials, and incidentals for placement of Soil Supported Concrete Cap per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot of concrete cap placed.

AA3 Includes the necessary equipment, labor, materials, and incidentals for placement of Pier Supported Concrete Cap per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made in a lump sum once concrete cap has been placed.

AA4 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 330 LBS / SY at 3" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard of material placed.

AA5 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

AA6 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

AA7 Includes the necessary equipment, labor, materials, and incidentals for placement of Miscellaneous Concrete per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

AA8 Includes the necessary equipment, labor, materials, and incidentals for ACO Slab Drain, H300SK-13 Channel with Neural Invert per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per linear foot of slab drain placed.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO RCB0021051

KNOW ALL MEN BY THESE PRESENTS, THAT Boler Equipment Service, Inc. (Hereinafter called the Principal), as Principal, and RLI Insurance Company (Hereinafter called the Surety, as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of Five Percent of The Greatest Amount Bid Dollars ($ 5%GAB) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of Full-Depth Reconstruction Paving Project – 2022 Transportation .

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREE that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damage.

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

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this 8th day of February, 2023.

Principal

By Greg Boler

Address 4611 Sinclair Ave.

Midland, TX 79707

Surety

By Jessica Ervin-Battles, Attorney In Fact

Address 3100 N. A Street Bldg. D

Midland, TX 79705

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Form Revised December 2022


SEAL
ILLINOIS

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Deborah Ervin, Beverly Richardson, Jessica Ervin-Battles, jointly or severally

in the City of Midland, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of April, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 3rd day of April, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jacqueline M. Bockler
Jacqueline M. Bockler — Notary Public

OFFICIAL SEAL
JACQUELINE M BOCKLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN. 14 2022

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 8th day of February, 2023.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 1st day of March, 2023, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Boler Equipment Service, Inc. of the City Midland, County of Midland, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Full-Depth Reconstruction Paving Project – 2022 Transportation together with appurtenances and incidentals.

Conditions of the Contract and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to the Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore as prepared by Engineering and Transportation Department of the City of Midland, Texas, herein entitled the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 120 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

The SUM TOTAL of this Contract shall be: 1,619,813 Dollars and 00 Cents.

INSURANCE

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

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

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

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

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

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

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

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES

CODE SECTION 37.001, ET. SEQ., AS AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

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

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

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

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

VERIFICATION

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

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

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

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

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

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

Parties of the First Part (Owner)

By: _____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____

_____
Notary Public

Form Revised February 2023

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of Full-Depth Reconstruction Paving Project – 2022 Transportation , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for Full-Depth Reconstruction Paving Project – 2022 Transportation, hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

_____Full-Depth Reconstruction Paving Project – 2022 Transportation_____

The undersigned states that all debts, bills, and expenses that were incurred by the undersigned, his agents, or subcontractors employed by him, for labor, wages, materials and other purposes furnished for the above project have been paid and satisfied in full.

The undersigned, as general contractor for the above described project agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against all claims and suits for damages, expenses, including court costs and attorney fees, arising out of or resulting from the undersigned contractor, his agents or subcontractors employed by him for expenses, warranties for items furnished, or labor performed and for any party that has supplied materials in connection with the repair or construction of the above referenced premises.

The undersigned contractor agrees to waive any and all claims it may have against the City, associated with, resulting from or arising out of the work performed at the above premises.

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above

premises have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

WITNESS MY HAND on this _____ day of _____, 20_____.

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

SUBSCRIBED AND SWORN to before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised December 2022

City of Midland Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

Includes the preparation of right-of-way for construction by clearing, grubbing, removing and disposing of all obstructions and objectionable material from the right-of-way and designated easements, which is not specifically provided for on the plans.

Obstructions and objectionable material refer to all objects or material that do not meet the quality of standards for the courses of pavement to be constructed or which protrude into the excavation for slopes.

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

When no specific bid items are included in the bid proposal for work specified under this section this work shall be considered as incidental to other items of work and the cost shall be included in the bid for these items. No separate payment will be made.

2. CONSTRUCTION METHODS

Removal - Obstructions and objectionable material to be removed by blading, plowing, bulldozing, or other methods approved in writing by the Engineer. The use of explosives will not be permitted. Solid objects must be removed to a depth of at least one (1) foot below the finished slope or subgrade elevation. Hollow objects must be removed entirely.

Disposal - Material to be removed from the right-of-way becomes the property of the Contractor. If disposal areas are available, they will be indicated on the plans.

Preservation of Trees and Shrubs - Trees and shrubs to be preserved in the right of way are shown on the plans and must be protected from injury during construction.

Removal of Concrete - Cut concrete at the right-of-way line straight and vertical by sawing or other approved methods prior to the removal of concrete in the right-of-way.

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE 1
1. GENERAL 2
2. CONSTRUCTION METHODS 2

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

Includes the excavation, embankment and preparation of subgrade determined by the lines, grades and sections shown on the plans and in accordance with the provisions of the specifications.

Excavation - Includes excavation to planned grade, disposal of the material, removal of unsuitable subgrade material and borrow material when required in the construction. All excavation to be classified as common.

Embankment - Consists of excavated or borrow materials placed and compacted in horizontal layers in accordance with the specifications.

Subgrade - The upper eight inches (8") of embankment or the upper eight inches (8") below the roadway excavation finished grade. The subgrade shall extend from six inches (6") back of curb to six inches (6") back of curb where curb and gutter is to be constructed.

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

2. CONSTRUCTION METHODS

Excavation - Made at the location and to the lines and grades shown on the plans in areas previously prepared in accordance with provisions of Section 2A. Dispose of excess material not required in the embankment and material that is unsuitable for subgrade. Excavation tolerance to be plus or minus 1/10 foot from the plan grade.

The area between the curb and property line shall be excavated or filled, whichever is necessary, to curb height at back of curb and finished to a straight even surface to the property line. The minimum elevation at the property line shall be the elevation of the top of the curb. The maximum elevation at the property line shall be equal to a rise of 1/4 inch per foot from the back of the curb to the property line.

During the excavation of this project, it will be required that all parkways be excavated and shaped at the same time the roadway is excavated. Excess excavation will be disposed of at locations approved by the Engineer.

Embankment shall be constructed at the locations and to the lines and grades shown on the plans in areas previously prepared in accordance with Section 2A of these specifications. Top eight inches (8") of natural ground to be compacted

to embankment density requirements. Embankment shall be constructed from suitable material obtained from the excavation or borrow free of roots, rocks in excess of three inches (3"), debris and other objectionable material. Excavation deficiencies shall be supplemented from a borrow source approved by the Engineer. Embankment shall be constructed in uniform horizontal layers not to exceed eight inches (8") of loose depth and compact with suitable equipment to a minimum of ninety percent (90%) AASHTO T180. The materials shall be processed by aeration or watering to bring the material to the approximate optimum moisture. Dry layers will not be permitted. Soft spots that develop in the embankment shall be removed and replaced with suitable material. No payment will be made for removal of soft spots. Tolerance for embankment grading shall be one-half foot (1/2) plus or minus the plan grade.

Preparation of Subgrade - Eight inches (8") of the upper portion of the embankment or excavation shall be shaped and compacted to a minimum density of 95 percent (95%) AASHTO T180 and finished within a tolerance of one-half inch (1/2") in ten feet (10'). The finished subgrade shall be protected and maintained in a satisfactory condition until covered by succeeding construction.

Compaction Tests - Field density tests will be made by the Owner or by a laboratory selected by the Owner. The Contractor shall notify the Engineer when compaction has been achieved. The Contractor shall allow 24 hours for scheduling of test. Prior to the taking of subgrade density test, the entire subgrade will be tested by proof-rolling using a pneumatic roller weighing not less than 50,000 lbs. gross with tire pressure being not less than 110 psi. Any soft spots, pumping, or other evidence of weakness shall be remedied before density tests are made. Proof rolling shall be in the presence of the Engineer or his duly authorized representative.

The City will pay the cost of initial density tests made on the subgrade. If the subgrade fails to meet the density requirements on the first test, the contractor will be required to have subsequent density tests made by the commercial lab selected by owner. The cost of all subsequent density tests will be born by the contractor.

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

Includes the construction of concrete curb and gutter, sidewalks, driveways, valley gutters, center drains and rip rap in accordance with lines, grades and the sections shown on the plans and constructed in full compliance with provisions of the specifications.

A proven performance record by the Texas Highway Department shall be supplied by material producers for all materials supplied by them.

2. MATERIALS

Concrete - All concrete other than rip rap shall be Class "A" concrete in accordance with Texas Highway Department specifications Item No. 421. Concrete for rip rap shall be the class as shown on the plans and detail drawings. When no concrete class is shown the plans concrete for rip rap shall be Class "B" concrete.

Concrete batch designs shall be furnished for each project and shall include all classes of concrete proposed for use on the project.

Reinforcing Steel - Reinforcing steel shall be deformed bars or wire mesh fabric conforming to the requirements of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" Item No. 440 and shall be of the sizes and grades as shown on the plans.

The contractor, at his option, may use fiber reinforcing in lieu of the wire mesh for all concrete slab on grade. When fiber reinforcing is used, it shall be "Fiber Mesh" or "Caprolan RC" or approved equal. The material and rate of application shall be approved by the Engineer prior to its use.

Expansion Joints - Bituminous pre-molded joint filler shall be composed of top grade fiber, treated by special impregnation system with water repellent bituminous materials. It shall be a non-extruding type, resilient, expanding on release of compression, preventing open joint crevices. The pre-molded joint filler shall be of such character, that it will not be deformed by handling during hot weather, nor shall it become brittle in cold weather. It shall be free from visible external defects such as holes, ragged or untrue edges, breaks, cracks or tears. It may be covered on both sides with paper to facilitate handling.

The joint filler shall be accurately cut to the dimensions and shapes required. It shall be of the thickness required by the plans, or as specified elsewhere.

3. CONSTRUCTION METHODS

GENERAL

No concrete shall be placed when, in the Engineers opinion, weather or other conditions would be detrimental to the structure placed. No concrete shall be placed on grade when the ground temperature is 35^{o} F or lower. Concrete may be placed when the ground temperature is rising from 35^{o} F. Concrete placed in cold weather shall be protected from freezing for 72 hours after being placed.

CURB AND GUTTER

EXCAVATION AND SUBGRADE - Excavation for curb, gutter, and combined curb and gutter shall be done with the subgrade excavation for the street. Street subgrade shall extend from six inches (6") back of curb to (6") back of curb and shall be compacted for a full width to a minimum of 95% AASHTO T180-61. Where subgrade is more than three inches (3") below bottom of curb, fill shall be compacted caliche base constructed from six inches (6") back of curb to six inches (6") back of curb as specified for base course.

Whenever subgrade or base is dry or dusty, it shall be thoroughly moistened, not made muddy, before the concrete is placed.

Forms - Forms shall be of steel, of a type to be approved by the Engineer, except that curves may be formed with wood sections built up or laminated, upon prior approval by the Engineer.

The forms shall be attached securely to stakes, shall be set true to line and grade, and braced sufficiently to remain true during the placing and tamping of the concrete. Forms shall be thoroughly cleaned and oiled before each use.

Curves - All changes in direction of the curbs shall be by means of true circular curves of the radii as shown on the plans.

Expansion Joints - Expansion joints shall be placed between curb and gutter sections at the tangent points of all curves, at each side of the inlet boxes, drives, alleyways, and at intervals of not more than forty feet (40') in straight runs. The expansion material shall be pre-molded three-fourths inch (3/4") in thickness, and shall conform to the requirements of expansion material as specified herein. It shall be cut to the full size and shape or the cross section of the curb and gutter, less one-half inch (1/2") from the finished surface thereof. The edges of sections against the joint shall be finished with an edging tool and the joint raked clean of concrete.

Finishing - There shall be provided on the job a metal screed or mule designed to give proper shape to the curb and gutter. It shall be bent to the exact shape of the finished curb and gutter and the forward edge turned up slightly to prevent disturbing the mortar. It shall be designed to ride on the forms and when properly manipulated shall leave the curb and gutter in its proper shaped condition. An "S" trowel shall be used to finish the surface and minor imperfections shall be corrected with a mason's trowel. Care shall be taken to finish

the gutter flow line to a true, uniform grade. All edges shall be finished with an edging tool, and joints marked with a jointer. Joint marks shall coincide with actual joints and shall be straight and true.

Curing - The completed curb and gutter, shall be cured in accordance with the requirements of the item "Membrane Curing", Texas Highway Department Item 531.

DRIVEWAYS AND ALLEY RETURNS

Driveways and alley returns shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets. All driveways and alley returns shall be reinforced as shown on the detail drawings.

Excavation and Subgrade - Excavation shall be accomplished in the same manner as for streets and curbs. The subgrade for all driveways and alley returns shall be compacted to 95% modified proctor density for 8 inches depth.

Driveways for single family residences and property used for two family residential purposes (duplexes) may be placed on the compacted subgrade. All other driveways shall be considered as commercial driveways and shall be constructed on 6 inches compacted flexible base.

Flexible Base - Commercial driveways and alley returns shall be constructed on 6 inches of flexible base conforming to Section 2-C- Flexible Base, Caliche.

Forms - Forms shall be constructed of steel or, when approved by the engineer, wood conforming to the requirements for curb and gutter forms.

Expansion Joints - Expansion joints shall be placed at the ends of abutting curb and gutter at the end of radii for all driveways and alley returns. In addition, expansion joints shall be placed at the ends of abutting sidewalk sections and at any point where the driveway or alley return abuts another concrete structure. Expansion joint material shall be pre-molded three fourths inch (3/4") in thickness, cut to the shape and dimensions required and shall extend the full depth of the concrete.

Finishing - Shaping and finishing of driveways and alley returns shall be accomplished by using a screed to shape the driveway or alley return to the lines and grade required. Finishing shall be accomplished by use of wooden floats and stiff bristled brushes or brooms. The last finish shall be by brushing or brooming in
A direction transverse to the direction of traffic.

During the entire finishing process care shall be taken to maintain the true gutter invert in line with the street curb and gutter.

Curing - Finished driveways and alley returns shall be cured in accordance with the requirements "membrane curing" "Texas Department of Highways and Public Transportation, 1982 Standard Specifications for Highways, Streets and Bridges", Item Number 531.

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

Concrete slab type street drainage structures with or without curbs, shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets or as may be established in the field by the engineer.

Subgrade excavation preparation and compaction and flexible base shall be the same as specified for street construction. All drainage structures within the roadway shall be constructed on a flexible caliche base so that the thickness of the concrete slab plus base is equal to the thickness of the hot mix asphaltic concrete surface plus base.

Forms - Forms shall be as specified for curb and gutter.

Reinforcing - All slab type drainage structures shall be reinforced as shown on the plans and detail drawings. Care shall be taken to maintain all reinforcing in good condition and at its proper location within the slab.

Expansion Joints - Expansion joint material shall be as specified for curb and gutter and for driveways and alley returns.

Expansion joints for valley gutter shall be placed at the ends of radii and at the juncture between the fillet and the cross valley as shown on the detail sheet.

For center drains, expansion joints shall be placed at the ends of widened or transition sections and at each end of a section containing a manhole or other structure and at intervals of sixty feet (60') measured along the center line of the drain.

Additional expansion joints shall be placed where drainage slabs abut backs of curbs, sidewalks and at contact points with other concrete structures.

Contraction Joints - Contraction joints shall be spaced at 15' intervals along the center line of center drains. These contraction joints shall be saw cut 3/8" wide minimum and 1/4 the depth of the slab using an approved concrete saw.

Saw cut contraction joints shall be made after the concrete has set sufficiently to prevent excessive raveling during sawing and shall be completed before the concrete is 48 hours old.

Finishing - Finishing shall be the same as for alley returns and driveways with the last finishing operation for structures subject to vehicular traffic being by broom or stiff brush in a direction transverse to the direction of traffic.

Curing - Curing shall be the same as for curb and gutter and driveways and alley returns.

SIDEWALKS

Sidewalks shall be constructed of Class A" concrete to the lines and grades as shown on the plans and detail drawings or as may be established in the field by the engineer. Sidewalks shall be constructed parallel to the back of the curb and on a grade parallel to

the top of curb grade. The minimum thickness for any sidewalk is 4 inches. The minimum width of any sidewalk is 4 feet.

Excavation and Subgrade - Excavation for sidewalk shall be made with street excavation where applicable. Care shall be exercised in excavating for sidewalks. Any over excavation or any fill required for sidewalk must be brought to grade in lifts not to exceed two inches (2") and thoroughly tamped. Subgrade for sidewalks shall be compacted to at least the density of the adjacent soil or to 85% modified proctor whichever is greater.

When a sidewalk is to be constructed on an embankment the fill must extend at least 3 feet beyond the edge of the sidewalk.

If the subgrade is dry or dusty it must be thoroughly moistened but not made muddy before concrete is placed.

Forms - Forms for sidewalks may be either steel or wood. Forms must be in good shape and true to line and grade. If nominal 2" x 4" lumber is used the subgrade must be finished one half inch (1/2") below the bottom of the form to provide the required 4 inch thickness.

Expansion Joints - Expansion joint material shall be pre-molded conforming to these specifications and shall be one half inch (1/2") thick. The expansion joint shall extend the full depth of the sidewalk.

Expansion joints shall be placed at points where the sidewalk contacts the back of curb, at all junctures between sidewalks all directions, and at all points where the sidewalk abuts a driveway, alley return or other concrete structure including fence foundations.

Transverse expansion joints shall be constructed in the sidewalk at intervals not exceeding twenty eight feet (28') as measured along the centerline of the walk except for sidewalks that are constructed wider than four feet (4') in which case expansion joints may be placed at intervals that are multiples of the width but not exceeding thirty feet (30').

Contraction Joints - Contraction joints consisting of trowel cuts one and one half inches (1-1/2") deep shall be spaced at four foot (4') intervals along the sidewalk. Contraction joints shall be edged using an edging tool with a 1/4 inch or 3/8 inch radius.

For sidewalks wider than four feet (4') contraction joints may be placed at intervals equal to the width of the walk up to but not exceeding ten feet (10').

Finishing - Sidewalks shall be "struck off" with a screed to provide an even surface and float finished using a wooden float.

The final finish on the sidewalk shall be accomplished by brooming or brushing using a stiff bristled brush or broom with the final strokes being in the transverse direction.

Curing - Curing shall be as specified for curb and gutter and driveways and alley returns.

CONCRETE RIP RAP

Concrete rip rap shall be constructed of concrete of the class and to the line and grades as shown on the plans.

Excavation and Subgrade - Care shall be taken not to over excavate for rip rap. The subgrade for rip rap shall be compacted to at least the density of the adjacent undisturbed soil or 85% modified proctor whichever is higher.

Forms - Forms, where required, may be either steel or wood. Forms must be in good condition and true to line and grade.

Expansion Joints - Expansion joints, where required, will meet the requirements of expansion joints materials as specified herein and will be placed as shown on the plans or directed by the engineer.

Finishing - Finishing shall be by screed and wooden float to produce true uniform surface.

Curing - Curing shall be as specified for other concrete herein.

Slope Paving - Slope paving may be required behind the curb or behind sidewalks where street paving requires deeper cuts in developed areas. Slope paving shall be constructed of Class "A" concrete and shall be constructed to the lines and grades as shown on the plans or as established in the field. Slope pavement shall be four inches (4") thick and shall be constructed in accord with the specifications for sidewalks.

When no slope grade is given on the plans the slope gradient shall be l:l.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (l) cubic yard of caliche base material or one (l) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

08/07

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

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

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2. MATERIALS 1
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CURB AND GUTTER *2*
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Updated 3/06

CONCRETE STRUCTURES

1. GENERAL

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

2. MATERIALS

CONCRETE

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

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

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

3. CONSTRUCTION

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

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

FLEXIBLE BASE, CALICHE

1. GENERAL

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

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

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

2. MATERIALS

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

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

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

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

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

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

3. CONSTRUCTION

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

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

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

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

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

4. TESTING

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

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

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

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

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

8/07

BITUMINOUS PRIME

1. GENERAL

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

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

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

2. MATERIALS

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

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

3. CONSTRUCTION METHODS

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

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

BITUMINOUS TACK

1. GENERAL

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

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

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

2. MATERIALS

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

3. CONSTRUCTION METHODS

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

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

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

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

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

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

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

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

2. MATERIALS

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

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

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

(b) Decantation: Maximum 2.0 percent by weight

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

(a) Plasticity Index: Maximum of 6.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Asphalt - Plus or Minus 0.3 percent.

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

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

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

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

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

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

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

3. CONSTRUCTION METHODS

A. GENERAL

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

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

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

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

B. PLACING

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

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

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

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

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

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

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

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

C. COMPACTION AND FINISHING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. FIELD QUALITY CONTROL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The reduced rate shall apply to the entire lot.

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

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

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

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

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

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

5. ADDITIVES

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

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

DOUBLE COURSE ASPHALT SURFACE TREATMENT

1. SCOPE

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

2. MATERIALS

2.1 Asphalt

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

Viscosity Grade AC-5
Texas Highway Department 1982 Specifications

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

Tests on residues from thin film oven test:

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

Spot Test – negative for all grades.

2.2 Aggregate

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

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

Double Asphalt Surface Treatment

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

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

3. CONSTRUCTION METHODS

3.1 Preparation of base

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

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

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

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

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

3.2 Handling and Applying Asphalt

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

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

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

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

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

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

3.3 Application of Aggregate

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

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

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

3.4 Rate of Application of Materials

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

Double Asphalt Surface Treatment

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

3.5 Cleanup

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

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

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

3/2006

PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

1. GENERAL

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

2. MATERIALS

a. Asphalt

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

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

b. Portland Cement Stabilized Base

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

3. PATCHING

a. Patching Surface Raveling

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

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

b. Patching Deteriorated Surface

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

c. Patching Deteriorated Substructure

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

4. MILLING

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

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

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

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

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

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

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

b. Patching Deteriorated Surface

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

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

c. Portland Cement Stabilized Base

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

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

d. Saw Cutting

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

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

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

e. Milling

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

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

SEAL COAT

I. DESCRIPTION

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

II. MATERIALS

A. Asphaltic Materials

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

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

B. Storage, Heating and Application Temperatures

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

Applications and Mixing

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

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

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

C. Additives

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

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

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

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

The finished latex-asphalt shall meet the following requirements:

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

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

D. Regular Aggregate

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

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

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

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

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

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

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

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

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

E. Precoated Aggregate

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

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

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

F. Joint Paper

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

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

G. Delivery Tickets

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

III. CONSTRUCTION METHODS

A. Equipment

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

1. Asphalt Handling Equipment

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

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

2. Drag Broom

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

3. Pneumatic-tire Roller

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

4. Aggregate Spreader

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

5. Miscellaneous Equipment

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

6. Truck Scale

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

B. Surface Preparation

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

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

C. Application of Bituminous Material

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

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

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

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

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

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

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

D. Application of Aggregate

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

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

E. Rolling

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

F. Stockpiling

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

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

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

G. Cleanup

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

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

H. Maintenance

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

IV. MEASUREMENT

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

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

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

V. PAYMENT

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

08/07

ASPHALT - RUBBER SEAL COAT

(Stress Absorbing Membrane)

1. SCOPE

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

2. PREQUALIFICATION OF A NEW ASPHALT-RUBBER MATERIAL

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

3. MATERIALS

3.1 Asphalt

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

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

3.2 Granulated Reclaimed Rubber

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

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

following requirements:

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

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

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

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

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

3.3 **Diluent**

The diluent shall have the following properties:

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

3.4 **Asphalt - Rubber**

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

Asphalt Cement
Source of Asphalt Cement

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

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

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

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

3.5 **Cover Aggregate**

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

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

4. **EQUIPMENT**

4.1 **General**

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

4.2 **Asphalt-Rubber Equipment**

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

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

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

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

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

4.3 Cover Material Spreader

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

4.4 Rolling Equipment

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

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

4.5 **Hauling Equipment**

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

5. **CONSTRUCTION**

5.1 **General**

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

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

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

5.2 **Asphalt-Rubber Mixing and Reaction**

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

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

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

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

5.3 Application of Asphalt-Rubber Material

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

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

2. The pavement surface is clean and absolutely dry.

3. The wind conditions are not excessive.

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

5. Rain is not imminent.

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

5.4 Application of Cover Material

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

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

5.5 Rolling

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

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

5.6 Traffic Control

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

5.7 Removing Loose Cover Material

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

5.8 Method of Measurement and Basis of Payment

5.8.1 Asphalt-Rubber

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

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

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

5.8.2 **Cover Aggregate**

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

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

5.8.3 **Rolling**

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

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

5.8.4 **Anti strip agent**

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

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

08/07

POLYMER MODIFIED SLURRY SEAL (MICRO-SURFACE)

I. SCOPE

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

2. DESCRIPTION

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

3. MATERIALS

3.1 Emulsified Asphalt

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

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

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

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

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

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

3.2 Mineral Aggregate

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

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

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

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

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

3.3 Water

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

3.4 Other Additives

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

4. LABORATORY EVALUATION

4.l General

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

4.2 Designing Job Mix

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

5. PAVING MIXTURE

5.1 Mixture Design.

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

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

5.2 Composition of Mixture.

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

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

5.3 Type

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

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

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

5.4 Tolerances

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

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

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

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

6. EQUIPMENT

6.1 General.

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

6.2 Mixing and Proportioning Equipment.

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

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

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

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

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

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

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

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

6.3 Spreading Equipment.

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

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

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

7. STOCKPILING AND STORAGE.

7.1 Aggregate Storage.

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

7.2 Storage and Heating of Asphaltic Materials.

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

8. CONSTRUCTION METHODS

8.1 General

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

8.2 Street Preparation

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

8.3 Weather Limitations.

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

8.4 Final Surface Preparation

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

8.5 Placing the Mix

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

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

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

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

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

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

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

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

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

8.6 Joints

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

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

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

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

8.7 Mix Stability

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

8.8 Hand Work

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

8.9 Lines

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

8.10 Work Force

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

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

8.11 Scratch or Level up course

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

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

8.12 Correction of Deficiencies and Blemishes

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

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

9. QUALITY CONTROL

9.1 Materials

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

9.2 Polymer Modified Micro-Surfacing

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

9.3 Non-Compliance

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

10. CLEAN UP

10.1 Protecting and Cleaning Manholes and Valves

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

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

10.2 Streets

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

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

11. MEASUREMENT AND PAYMENT

11.1 General

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

11.2 Measurements

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

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

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

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

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

11.3 Payment

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

08/07

P.V.C. PIPE CASINGS

1. SCOPE

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

2. MATERIAL

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

3. CONSTRUCTION

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

4. MEASUREMENT AND PAYMENT

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

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

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

2. PIPE AND MATERIAL

2.1 General

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

2.2 Polyvinyl Chloride (PVC) Pipe

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

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

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

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

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

F. Pipe laying lengths shall be 20'.

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

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

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

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

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

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

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

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

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

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

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

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

2.2(a).1 General

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

2.2 (a).2 Tape Material

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

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

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

2.2(a).3 Construction Methods

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

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

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

2.2(a).4 Measurement and Payment

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

2.3 Ductile Iron Pipe

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

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

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

2.4 Polyethylene Plastic Tubing

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

2.5 Ductile Iron Pipe Fittings

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

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

2.6 Pretensioned Concrete Cylinder Pipe

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

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

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

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

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

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

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

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

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

I. Inspection and Testing

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

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

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

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

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

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

2.7 Casing Pipe

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

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

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

2.8 Bedding Materials

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

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

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

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

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

** Approximate Gradation for Crusher Fines

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

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

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

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

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

3. **VALVES AND VALVE BOXES**

3.1 General

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

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

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

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

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

3.2 Gate Valves

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

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

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

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

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

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

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

3.3 Butterfly Valves

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

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

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

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

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

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

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

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

l4" up. . . . . l50 psi

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

l4" up. . . . . 300 psi

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

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

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

3.4 Coating

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

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

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

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

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

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

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

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

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

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

3.5 Valve Boxes

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

3.6 Fire Hydrants

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

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

C. Hose threads shall be National Standard threads.

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

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

F. Hydrants shall be painted Federal Safety Yellow.

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

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

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

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

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

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.2 Backfill General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. **SHORING & SHEETING**

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

I5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

I5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

I5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS
FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4” service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5^{o} to 120^{o} F (-15^{o} to 50^{o} C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

Sieve Size	% Passing
2 inch	100
# 4	35 - 100
# 10	20 - 100
# 40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6") inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6" of the top of curb height. The top 6" of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of “Trench Safety Systems”: Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6’ deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2’ of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

HUD

Attachments

"General Decision Number: TX20210002 01/01/2021

Superseded General Decision Number: TX20200002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36	
Structures	$ 13.52	
LABORER		
Asphalt Raker	$ 12.28	
Flagger	$ 9.30	
Laborer, Common	$ 10.30	
Laborer, Utility	$ 11.80	
Work Zone Barricade Servicer	$ 10.30	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87	
Asphalt Paving Machine	$ 13.40	
Broom and Sweeper	$ 11.21	
Crane, Lattice Boom 80 Tons or Less	$ 16.82	
Crawler Tractor Operator	$ 13.96	
Excavator, 50,000 lbs or less	$ 13.46	
Front End Loader Operator, Over 3 CY	$ 12.77	
Front End Loader, 3CY or less	$ 12.28	
Loader/Backhoe	$ 14.18	
Mechanic	$ 20.14	
Milling Machine	$ 15.54	
Motor Grader, Rough	$ 16.15	
Motor Grader, Fine	$ 17.49	
Pavement Marking Machine	$ 16.42	
Reclaimer/Pulverizer	$ 12.85	
Roller, Asphalt	$ 10.95	
Roller, Other	$ 10.36	
Scraper	$ 10.61	
Spreader Box	$ 12.60	
Servicer	$ 13.98	
Steel Worker (Reinforcing)	$ 13.50	

TRUCK DRIVER
     Lowboy-Float.....$ 14.46
     Single Axle.....$ 12.74
     Single or Tandem Axle Dump..$ 11.33
     Tandem Axle Tractor with
     Semi.....$ 12.49

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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
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SPECIAL FEDERAL REQUIREMENTS

1. FEDERALLY ASSISTED CONTRACT

The Contractor agrees to acknowledge that financial assistance from the U.S. Department of Housing and Urban Development is to be utilized on this contract and the contract is subject to all applicable laws, ordinances and codes of the United States, State of Texas and local governments.

2. COMPLIANCE WITH EXECUTIVE ORDER 11246, ENTITLED "EQUAL EMPLOYMENT OPPORTUNITY", AND SUPPLEMENTAL DEPARTMENT OF LABOR REGULATIONS

The Contractor shall comply with the equal opportunity requirements of Executive Order 11246, as amended:

a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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 or pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the City setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Contractor shall not exclude any person in the United States, on the basis of age from the benefits of this contract. This contract shall be conducted and administered in compliance with the Age Discrimination Act of 1975, as amended, and any implementing regulations.

d. In the event this contract exceeds $10,000, the Bidder shall comply with EXHIBIT E1 and shall submit a completed HUD Form 4238 with his bid.

3. CIVIL RIGHTS AND EQUAL OPPORTUNITY

The Contractor will comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

The Contractor will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development funds.

4. COMPLIANCE WITH SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

In the event this contract exceeds $100,000, the Contractor agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulation issued pursuant thereto at 24 CFR PART 135, and any applicable rules and orders of HUD issued thereunder. Prior to issuance of notice to proceed, the Contractor must submit documents, including a “Preliminary Statement - Work Force Needs" form, that demonstrate compliance with Section 3.

5. MINORITY OWNED BUSINESS PARTICIPATION

The Contractor shall make positive efforts to utilize small business, minority-owned business and women-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to complete for subcontracts. The Bidder must submit a completed "Schedule of MBE/WBE Participation" with his Bid.

6. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT, THE DAVIS-BACON ACT, THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT AND SUPPLEMENTAL DEPARTMENT OF LABOR REGULATIONS

In the event this contract exceeds $10,000, the Contractor agrees will comply with Section 110 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.603), which provides that certain labor standards be adhered, with specific emphasis on the Copeland "Anti-Kickback" Act, and the Contract Work Hours and Safety Standards Act. The Federal Labor Standards Provisions contained in Exhibit

E3 are applicable. The Project Wage Decision attached to Exhibit E3 will apply to this contract. Modifications to the Wage Decision may occur. A pre-construction conference will be conducted. This will occur after an award is made. The Bidder must submit Form HUD-1421 with his Bid.

The Bidder is specially advised that any person, firm, or other party to whom the bidder proposes to award a subcontract under this contract:

a. Must be acceptable to the City after verification by HUD of the current eligibility status, and

b. Must submit Form HUD-1422 for each proposed subcontractor. Approval of the proposed subcontract award cannot be given by the City unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is not required to attach such completed Form HUD-1422 on proposed contractors to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

7. COMPLIANCE WITH CERTIFICATION PROHIBITING USE OF FEDERAL FUNDS FOR LOBBYING.

The Contractor certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an office 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

8. OTHER SPECIAL REQUIREMENTS FOR CONSTRUCTION CONTRACTS EXCEEDING $100,000

In the event the contract exceeds $100,000, the requirements and conditions of Exhibit D shall apply to this contract and related subcontracts.

9. CONTRACTORS INSURANCE OF COMPLIANCE BY SUBCONTRACTORS

a. The Contractor will insure that subcontractors for work or construction activity under this Contract shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

b. The Contractor will insure that subcontractors for work or construction activity under this Contract shall comply with Section 110 of the Housing and Community Development Act of 1974 and the regulations issued thereto (24 CFR 570.603), which provide that certain labor standards be adhered.

10. AWARDS OF CONTRACTS AND SUBCONTRACTS TO DEBARRED OR DISQUALIFIED CONTRACTOR PROHIBITED

The Contractor shall be subject to Contractor Clearance by the U.S. Department of Housing and Urban Development. The Bidder must submit a completed Request for Contractor Clearance form with his Bid. The Contractor will insure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24. A completed Request for Subcontractor Clearance form on each subcontractor must be submitted so that compliance with this paragraph and paragraph 6 above can be insured.

11. COPYRIGHT PROVISIONS

The Contractor shall comply with the copyright provisions of 24 CFR 85.34.

12. DRUG FREE WORK PLACE

The Contractor shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C. § 701, et seq.

13. CONFLICT OF INTEREST PROVISIONS

The Contractor shall comply with the conflict of interest provisions of 24 CFR 570.611. The general rule is that no persons who exercise or have exercised any functions or

responsibilities with respect to CDBG activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. The Contractor may inquire about former City employees or other persons who are subject to this provision.

14. CONTRACTOR TO MAKE INFORMATION AND DATA AVAILABLE

The Contractor shall make available to the City, as determined by the City, information and/or data which document compliance, in all phases of its work, with the Federal Requirements. The Contractor shall fully cooperate with City when City monitors the services and work performed under this Contract. The Contractor shall maintain accounts and records adequate to identify and account for all cost pertaining to the agreement. These records will be made available to the City for federal audit purposes, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

EXHIBIT E1

EQUAL EMPLOYMENT CLAUSE
EXECUTIVE ORDER 11246, AS AMENDED

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 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 or 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 by the contracting officer setting forth the provisions of this non-discrimination 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 consideration 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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment 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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to this books, records, and accounts by the Department 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 non-discrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized 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 paragraph (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 Department 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 Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

EXHIBIT E1

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 112319-25 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name:
Address:

1. Bidder Has participated in a previous contract or subcontract subject to the Equal Opportunity Clause
   Yes ☐ No ☐

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ☐ No ☐

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ☐ No ☐ None Required ☐

4. If answer to item 3 is "no", please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE DATE

SUBMIT WITH BID HUD-4238

Previous Editions Obsolete

SECTION 3 CLAUSE

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a section 3 covered project, the following clause (referred to as a section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by U.S. Department of Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other under standing, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preferences, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD

assisted contracts.

CITY OF MIDLAND, TEXAS
SECTION 3 BUSINESS CONCERN CERTIFICATION

Name of Business: _____

Address of Business: _____

Type of Business: ☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

Depending on type of business entity, submit applicable documents:

- ☐ Copy of Articles of Incorporation
- ☐ Assumed Business Name Certificate
- ☐ List of owners/stockholders and % ownership of each
- ☐ Certificate of Good Standing
- ☐ Partnership Agreement
- ☐ Corporation Annual Report
- ☐ Latest Board minutes appointing officers
- ☐ Organization chart with names and titles and brief function statement

Attached appropriate documentation based on type of Section 3 status:

___ **For business claiming status as a Section 3 resident-owned enterprise:**

- ☐ Copy of resident lease
- ☐ Copy of evidence of participation in a public assistance program
- ☐ Copy of receipt of public assistance
- ☐ Other evidence

___ **For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:**

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

___ **For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- ☐ List of all current full-time employees
- ☐ PHA/IHA Residential lease less than 3 years from day of employment
- ☐ List of employees claiming Section 3 status
- ☐ Other evidence of Section 3 status less than 3 years from date of employment

___ **Business is not a Section 3 business concern at this time.**

_____ _____
Authorizing Name and Signature Date

(Corporate Seal)

Attested by:_____

EXHIBIT E3
Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development

Applicability
The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 regulations issued 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 equivalents 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 29 CFR-5.5(a)(1)(iv); 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.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Officeof Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate) HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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 29 CFR Part 5.5(a)(1)(ii) 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 be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics 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, HUD 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; and

(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.

2. Withholding. HUD or its designee 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 the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of work (or under the United States Housing Act of 1937, or under the Housing Act of

1949, in the construction or develop-ment of the project). 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 ratesof contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 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 which 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 records which show the costs anticipated or the actual cost 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payments to HUD or its designee 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 HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-149.)

(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) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or 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 29 CFR Part 3;

(3) That 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 A.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 32 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee 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 recordsupon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. 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 programs 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 journeyman 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 usage 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 which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who 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 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 contractorwill 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 will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee 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. Contracts termination; debarment. A breach of the contract clauses in 29 CFR 5.5 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 HUD or its designee, the U.S.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 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 subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract, or any other Federally-assisted contract subject to 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 Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of. . .influencing in any way the action of such Administration. . .makes, utters or publishes any statement, knowing the same to be false. . .shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve employment of laborers or mechanics shall require or permit any such laborer or mechanic 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, whichever is greater.

subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT E3

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO: *(Appropriate recipient)* C/O	DATE PROJECT NUMBER *(If any)* PROJECT NAME
1. The undersigned, having executed a contract with	

	For the construction of the above identified project, acknowledges that:

(a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract;

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

(a) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 *(29CFR, Part 5)*, or pursuant to Section 3(a) of the Davis-Bacon Act, as amended *(40 U.S.C. 276a-2(a))*.

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designed as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient, within ten days after the execution of any subcontract, including those executed by his subcontractor's and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standard and Prevailing Wage Requirements, executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF:
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION *(Describe)*

(c) The name, title and address of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS
		HUD-1421 (6-75)

(d)	The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(if none, so state)*:	
NAME	ADDRESS	NATURE OF INTEREST
(e)	The names and addresses and trade classifications of all other building construction contractors, in which the undersigned has a substantial interest are *(if none, so state)*:	
NAME	ADDRESS	TRADE CLASSIFICATION

Date			*(Contractor)*
		By	

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part; "Whoever.....makes, passes, utters, or publishes any statement, knowing the same to be false.....shall be fined not more than $5,000 or imprisoned more than two years or both."

EXHIBIT E3

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO: *(Appropriate recipient)* C/O	DATE
	PROJECT NUMBER *(If any)*
	PROJECT NAME
1. The undersigned, having executed a contract with	

U.S. GOVERNMENT PRINTING OFFICE: 1979-671-005/616

	for	*(Contractor or Subcontractor)*
(Nature of the Work)	in the amount of	$

in the construction of the above-identified project, certifies that:

(a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designed as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 *(29CFR, Part 5)*, or pursuant to Section 3(a) of the Davis-Bacon Act, as amended *(40 U.S.C. 276a-2(a))*.

(c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standard and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report for duty on or about	
	(Date)

3. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF:
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION *(Describe)*

(c) The name, title and address of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS

U.S. GOVERNMENT PRINTING OFFICE: 1979-671-005/616

		HUD 1422 (6-75)

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(if none, so state)*:

NAME	ADDRESS	NATURE OF INTEREST

(d) The names and addresses and trade classifications of all other building construction contractors, in which the undersigned has a substantial interest are *(if none, so state)*:

NAME	ADDRESS	TRADE CLASSIFICATION

(Subcontractor)		
By		
(Signature)		*(Typed Name & Title)*

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part; "Whoever.....makes, passes, utters, or publishes any statement, knowing the same to be false.....shall be fined not more than $5,000 or imprisoned more than two years or both."

U.S. GOVERNMENT PRINTING OFFICE: 1979-671-005/616

EXHIBIT E4

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., and the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto at 40 CFR Part 15, amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issue thereunder.

(3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

Lead-Based Paint Hazards (Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

Use of Explosives (Modify as Required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

Danger Signals and Safety Devices (Modify as Required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning light at night, suitable barricades and other devices necessary to protect the public. In case the contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the contractor of any liability incurred under these specifications or contract.

CITY OF MIDLAND CDBG PROGRAM

CONTRACTOR CERTIFICATION OF ELIGIBILITY FOR FEDERAL PROCUREMENTS

Business Name: _____ Fed Id./SS. # _____

Address: _____

Type of Business: ___ Corporation ___ Sole Proprietor ___ Partnership

Name, Title, Social Security No. of Principals:

1. _____

2. _____

3. _____

I/we the undersigned certify that neither I nor my firm are not excluded from federal procurement or non-procurement programs.

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Additional verification of compliance with federal regulations at 24 CFR part 5 was accomplished as follows:

Signature: _____ Date: _____

Name and Title: _____

MIDLAND
Engineering Services

ADDENDUM #01
Project Number P22-08

TO ALL BIDDERS ON THE SUBJECT BID: Full-Depth Reconstruction Paving Project – 2022 Transportation

ADDENDUM #01

DATE: January 20, 2023

1. Q/A and Clarification
2. Attachments
    a. H300SK channel
    b. 2.0 Notice to Bid - Revised 01.20.23
3. Non-Mandatory Pre-Bid Meeting Agenda
4. Non-Mandatory Pre-Bid Meeting Attendance

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Boler Equipment Service, Inc.
Company Name

Bidder Authorized Signature

2.08.2023
Date

Greg Boler
Please Print Above Name

432.694.0660
Phone

Full-Depth Reconstruction Paving Project – 2022 Transportation
Project Number P22-08

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Clarification: The winning contractor must submit all TCEQ documentation etc., large or small site notice for linear projects. Please read all requirements in the Construction General Permit regarding linear projects and proper documentation. This is to be submitted to the City of Midland at least 2 days for small sites or 7 days for large site before ground is disturbed.

Clarification: There will be a second addendum that will be sent out that addresses additional questions that were raised during the pre-bid meeting.

Questions and Answers

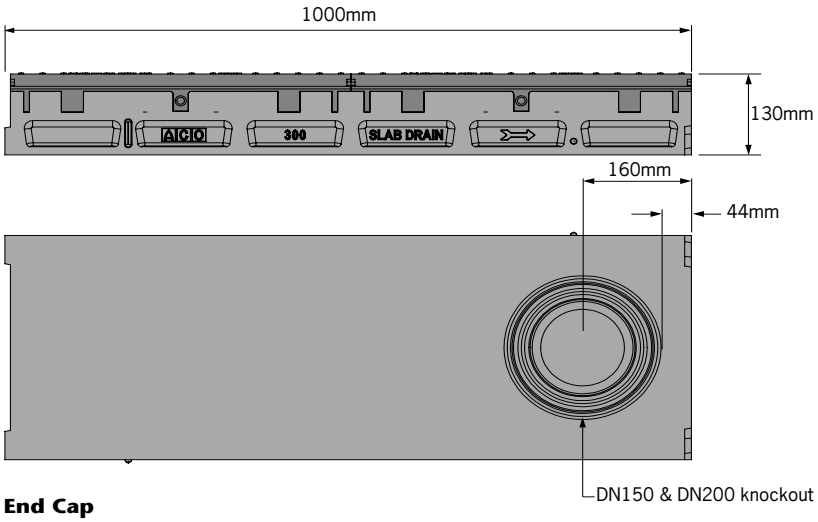
1. Will there be an Owner's Estimate given?
    A. This information will not be given out during the bidding process.
2. Does the City have a projected budget for this project?
    A. This information will not be given out during the bidding process.
3. Is there a bid item for tree removal and disposal?
    A. Tree removal and disposal is considered subsidiary to Pay Item D1 – Preparation of Right-of-Way.
4. Why are prime and tack coat separate bid items? Wouldn't tack coat be considered subsidiary?
    A. They are separate to make sure contractors account for this. These two bid items will be kept as separate bid items.
5. Can the bid opening be pushed back to give time to adjust the bid amounts per the answers that will be given in the addendum(s)?
    A. The date of the bid opening will be pushed back to February 1, 2023.
6. Will low bid be based on the Base Bid only or will the alternative be included?
    A. The awarding of the Full-Depth Reconstruction Paving – 2022 Transportation contract will be based on the "Base Bid Total Price" line item found on page 9 of the Proposal. The awarding of the Market Street Paving and Drainage Improvements contract will be based on the "Additive Alternate Bid Total Price" line item found on page 9 of the Proposal.
7. Will the Franchise utility removals/relocates be at contractors' cost?
    A. Franchise utility removals and relocations will be at the cost of the franchise utility owners.
8. Can deadline for questions be extended when Revised Drawings are out?
    A. The deadline to ask questions was Friday, January 20, 2023 at 12 PM. There will be no extension to ask more questions.

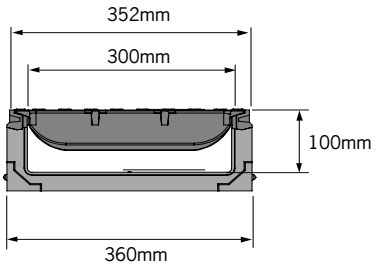
Additive Alternate - Questions and Answers

1. Bid item #10, How wide is the soil supported concrete cap?
    A. 5 feet (outside to outside). Refer to detail C4 on sheet C-501.
2. Bid item #11, Do the piers have to be hand dug?
    A. We are not directing the contractor on means and methods, or requiring piers to be hand dug. Do be mindful of other possible buried utilities and follow all proper locate procedures.
3. Bid item #11, Will the Piers need special forms or will wood work?
    A. We are not requiring special forms, as long as they meet industry standards for accomplishing the end result.
4. Bid Item #22, Can we get a better detail?
    A. See ACO Drain detail attached.
5. Bid item #22, what is the width on this?
    A. See ACO Drain detail attached.
6. Are sidewalks included in this project? Yes or no?
    A. No sidewalk construction is included in these construction drawings.
7. Is there waterline work in this area?
    A. Waterline work has been completed in this area.

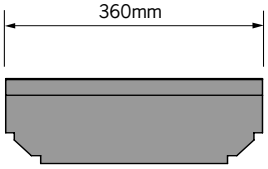
SlabDrain - H300SK Iron edge rail channel system

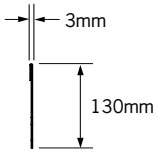
H300SK channel





End Cap





Outlet flow rates

Product	Outlet size	Invert Depth (mm)	L/s
H300SK	150mm round	100	15.3
H300SK	200mm round	100	27.2

Note: These are the pipe flow rates at the specified outlet, **NOT** channel flow rates.

ACO Specification Information

SlabDrain - H300SK Iron edge rail channel system

ACO Specification Information

Description	Part No.	Invert[2] (mm)	Weight (kg)
H300SK Neutral channel - (1m)	63466	100	37.3
End cap	93470	130[3]	0.6
Grate removal tool	01318	-	0.1
PowerLok safety clip	10443	-	-

Notes:
1. To calculate overall channel depth add 30mm to invert depth.
2. Overall depth of end cap.

Specifications

The surface drainage system shall be ACO's SlabDrain H300SK polymer concrete shallow channel system with ductile iron edge rails as manufactured by ACO.

Channels
H300SK channel shall be 300mm nominal internal width with an overall width of 360mm. Channel shall have an overall depth of 130mm for use in areas with depth restrictions. All channels shall be interlocking with a male/female joint.

Grates
Insert specification for the selected grate. Refer to the relevant ACO Specification Information sheet, at: http://www.acodrain.com.au/resources

Installation
The complete drainage system shall be by ACO and to be installed for its intended purpose. Any deviation or partial use of the specified system and/or improper installation will void all warranties provided by ACO.

Materials
H300SK channel shall be manufactured from polyester resin polymer concrete with integrally cast-in ductile iron edge rails.

Properties of polymer concrete will be as follows with supporting documentation:

Compressive Strength:	98 MPa
Flexural Strength:	26 MPa
Tensile Strength:	14 MPa
Water Absorption:	0.07%
Frost Proof:	YES
Coefficient of Expansion and Contraction:	$2.02x10^{5}$/°C
Water Vapour Transmission:	$0.0364g/m^2$
Non Flammable:	YES
Roughness (Mannings):	n=0.011
Resistant to Weathering:	YES
Dilute Acid and Alkali Resistant:	YES
SF Sealant Groove:	YES

ACO Polycrete Pty Ltd
Australia
Ph: 1300 765 226
www.acodrain.com.au
sales@acoaus.com.au

ACO Limited
New Zealand
Ph: 0800 448 080
www.acodrain.co.nz
sales@aconz.co.nz

SPEC INFO ACO

© January, 2017 ACO Polycrete Pty Ltd. All reasonable care has been taken in compiling the information in this document. All recommendations and suggestions on the use of ACO products are made without guarantee since the conditions of use are beyond the control of the company. It is the customer's responsibility to ensure that each product is fit for its intended purpose and that the actual conditions are suitable. ACO Polycrete Pty Ltd. pursues a policy of continuous product development and reserves the right to amend specifications without notice.

Full-Depth Reconstruction Paving &
Additive Alternate Set: Market Street Paving and Drainage Improvements
Pre-Bid Meeting Agenda
Project No. P22-08
January 18, 2023

Discussion Items

1. Sign-In Sheet

2. Personnel Overview

    - Jose Ortiz – Director Engineering Services
    - Gabe McClelland – Senior Engineering Manager
    - Bobby Wojciechowski – Capital Improvement Project Manager
    - Josh Ferguson – Assistant City Engineer
    - Taha Sakrani – Senior Associate Traffic Engineer
    - Troy Clabaugh – Traffic Operations Superintendent
    - Jesse Trejo – Construction Manager, construction management & inspections
    - Madison Brasuell – Project Manager
    - Andy Navarro – Franchise Utility Coordinator
    - Michael Williams – Stormwater Manager
    - Natalie Burgard – Administrative Assistant, document processing & payments
    - Erika Martinez – Purchasing Manager, conduct bid process & bid opening
    - Isaac Garnett – Community Development Manager
    - Wanda Valles – Program Coordinator Development Services

3. Project Overview and Scope
    - The project will include the installation of proposed paving infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, milling, excavation, backfill, compaction, form work, pavement placement, inlay and joint sealing. This includes but is not limited to placement of erosion control measures, traffic control, stabilization, utility cover adjustments, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.
    - The Additive Alternate will include the installation of proposed paving infrastructure, drainage infrastructure and appurtenances including all necessary mobilization, material storage, saw-cutting, pavement removal, milling, excavation, backfill, compaction, form work, pavement placement, inlay and joint sealing. This includes but is not limited to placement of erosion control measures, traffic control, stabilization, utility cover adjustments, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending

work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

4. Bid Process
    - Pre-Bid meeting attendance is non-mandatory to bid on this project.
    - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

      bwojciechowski@midlandtexas.gov

    - Purpose of bids is to establish unit prices.
    - Quantities listed in the Proposal are not indicative of or guarantees of the actual project.
    - Addendum distributed by email the Friday afternoon following the Pre-Bid Meeting.
        - The deadline to ask or send questions for the addendum is this Friday, January 20th, 2022 at Noon.
        - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.
    - ATTENTION: Bidders are to submit bids either by mail or in person. If bidders choose to mail their bid packets in, then they are to mail the bid packet to one of the addresses listed below:

      USPS Mailing Address:
      City of Midland, Texas
      Attn: City Secretary's Office
      P.O. Box 1152
      Midland, TX 79702

      – OR –

      Physical Address for mail carriers other than USPS:
      City of Midland, Texas
      Attn: City Secretary's Office
      300 North Loraine St., Suite 330
      Midland, TX 79701

      If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.

    - **Bid Opening is Wednesday, January 25, 2023 at 2:00 PM** in the City of Midland Council Chambers located on the 1st Floor of Midland's City Hall.
        - The Bid Opening will be open to the public, and bidders are free to attend in person.
        - No late bids will be accepted.
        - Bidders must be willing to sign the contract as is.
        - Bidders must complete the conflict-of-interest forms if applicable.
        - Bidders must fill out all bid items in the Proposal. If bid items are left blank, then the bid will be considered non-responsive.
        - **Bidders have sole responsibility for making sure they have and acknowledge all addendums provided.** If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.
5. Notice to Proceed
    - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
    - Pre-Bid meeting date will be set after the program bid is awarded.

6. Payment
    - If awarded the contract, Full-Depth Reconstruction Paving Project – 2022 Transportation – Market Street Portion, is being paid for through a Development Services – Community Development Department administered program on behalf of the City of Midland for being the recipients of HUD Community Development Block Grant Funds. As such, the Davis-Bacon Wage Rates, certified payroll forms and random on-site personnel interviews will apply to this portion of the work.
    - Payment will be as described in the Bid Packet's Special Provisions, 4. Payment.
    - Payment to be made after 100% work completion, with no other material delivery payments, partial payments, or payments for mobilization.
    - Work is considered 100% complete when the project Work Order is completed and signed by both the City Inspector and the Contractor.
    - Work Orders and invoices are to be itemized and match the bid items listed in the bid packet Proposal.
    - Recommended that invoices state "Invoice Due Upon Receipt", or have a due date that is two (2) weeks after the date the invoice is submitted.
7. Address Project Specifics
    - City Inspector must be notified of all work occurring and be able to perform inspections on any construction or installation that occurs.
    - Typically work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
    - Work is not to occur on Sundays or legal holidays unless required for emergency situations.
    - Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.
    - The winning contractor must submit all TCEQ documentation etc., large or small site notice for linear projects. Please read all requirements in the Construction General Permit regarding linear projects and proper documentation. This is to be submitted to the City of Midland at least 2 days for small sites or 7 days for large site before ground is disturbed.
    - Contractor will be responsible for coordinating with landowners in regard to fence removals, property access, etc.

8. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to **Bobby Wojciechowski** with the City of Midland.

Engineering Services

Bobby Wojciechowski
Phone: (432) 685-7519
Email: bwojciechowski@midlandtexas.gov

Madison Brasuell
Phone: (432) 685-7289
Email: mbrasuell@midlandtexas.gov

Pre-Bid Meeting Attendance

P22-08

Full-Depth Reconstruction Paving - 2022 Transportation

Date: 01.18.2022 - 3:00 PM

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
	Madison Brasuell	City of Midland	(432) 685-7289	-	mbrasuell@midlandtexas.gov
	Bobby Wojciechowski	City of Midland	(432) 685-7519	-	bwojciechowski@midlandtexas.gov
	Mike Hester	Reece Albert	432 634 5762		mikeh@ReeceAlbertInc.com
	Jesse Ramirez	Reece Albert	432-570-0841		jesser@reecealbertinc.com
	George Williams	Reece Albert	432-528-4450		georgew@reecealbertinc.com
	Kyle McClendon	BES	432-694-0660		Kylec@bcler.net
	Mirna Cervantes	COM			
	Erika Martinez	COM			
	JESSE TREJO	COM			JTREJO@MIDLANDTEXAS.GOV

February 28, 2023
5.294
PACKET

NOTICE TO BIDDERS

ATTENTION: All bidders who choose to mail bid packets must address them to one of the addresses below:

USPS Mailing Address:		***Physical Address for mail carriers other than USPS:***
City of Midland, Texas		**City of Midland, Texas**
Attn: City Secretary's Office	**OR**	**Attn: City Secretary's Office**
P O Box 1152		**300 North Loraine St, Suite 330**
Midland, TX 79702		**Midland, TX 79701**

If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 1st day of February 2023, and publicly opened and read aloud at that time.

Delivery of Submittals

Bid packets must be received in the City Secretary's Office no later than February 1, 2023 at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

ATTENTION: The public bid opening will be in the City Council Meeting Chambers.

The Proposed Work provides for the furnishing of materials and labor for Full-Depth Reconstruction Paving Project – 2022 Transportation together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, January 18th, 2023 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. Bidders may attend the meeting either in person.

ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

bwojciehowski@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, January 20, 2023. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

No Bid may be withdrawn within a period of 60 days after the date fixed for opening Bids.

“FAX” or telephone bids or modifications will not be accepted.

Bid Envelopes shall be plainly marked "Proposal for City of Midland”.

ATTENTION: Information for bidders, proposal forms, specifications, and plans may be obtained by emailing purchasing@midlandtexas.gov.

A bid bond or proposal guaranty is to accompany the bid, thereby guaranteeing the good faith of the bidder and that the bidder will enter into the written contract. The guaranty is to amount to five percent (5%) of the total bid and must be in the form of cash or certified check, issued by a bank satisfactory to the City of Midland, or bid bond. If in the form of cash or certified check, it is expressly understood and agreed that the City of Midland is given the right to retain such as liquidated damages if such bidder withdraws its bid anytime after such bid is opened and before official rejection of such bid, or if successful in securing the awarded thereof, such bidder fails to enter into the contract and furnish satisfactory performance and payment bonds. If a bid bond is submitted, it shall be executed on forms contained in these contract documents by a corporate surety authorized to do business in the State of Texas and acceptable to the City of Midland.

WAIVER OF ATTORNEY FEES

BY SUBMITTING A BID, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY’S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE BIDDER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY’S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

BIDDER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE BIDDER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE OWNER AND THE BIDDER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE BIDDER AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

WAIVER

BIDDER’S WAIVER:

BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY’S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**

2. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**

3. **ACCEPTANCE OR REJECTION OF ANY BIDS; OR**

4. **AWARD OF THE CONTRACT**

BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER UNDERSTANDS ALL OF THE TERMS OF THE BIDDING DOCUMENTS AND CONSENTS TO THE BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MIDLAND, TEXAS. THE BIDDER AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE REQUEST FOR BID AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).

City of Midland

Amy Turner
City Secretary

Form Revised January 2023

MIDLAND
Engineering Services

ADDENDUM #02

Project Number P22-08

TO ALL BIDDERS ON THE SUBJECT BID: Full-Depth Reconstruction Paving Project – 2022 Transportation

ADDENDUM #02

DATE: January 26, 2023

1. Q/A and Clarification
2. Attachments
    a. 3.0 Instructions&InfoForBidders (AA) - Revised 01.26.23
    b. 6.0 Special Provisions (AA) - Revised 01.26.23
    c. 7.0 Proposal Pvng (AA) - Revised 01.26.23
    d. 7.1 Pay notes Pvng (AA) - Revised 01.26.23
    e. 9.0 Contract (AA) - Revised 01.26.23
    f. P22-08 Full Depth Reconst Pvng (Combined) 01-26-23 APPV

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Boler Equipment Service, Inc.
Company Name

Bidder Authorized Signature

2.8.2023
Date

Greg Boler
Please Print Above Name

432.694.0660
Phone

Full-Depth Reconstruction Paving Project – 2022 Transportation
Project Number P22-08

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All information provided in Addendum 01 for this project remains in effect unless specifically addressed in this Addendum 02.

Clarification: The awarding of the Full-Depth Reconstruction Paving – 2022 Transportation contract will be based on the "Base Bid Total Price" line item found on page 9 of the Proposal. The awarding of the Market Street Paving and Drainage Improvements contract will be based on the "Additive Alternate Bid Total Price" line item found on page 9 of the Proposal. The awarding of the additive alternate plan will be at the discretion of the Engineering Services Director and will be based on the additive alternate bid total price amount listed in the Proposal. The low bidder will be determined based on the "Base Bid Total Price" line item found on page 9 of the Proposal. Purely at the discretion of the Engineering Services Director, if the additive alternate bid is found to be acceptable, the low bidding contractor of the Full-Depth Reconstruction Paving – 2022 Transportation contract will also receive the additive alternate contract.

Clarification: The H300SK detail that was provided in Addendum 01 is an acceptable replacement for the trench drain that is stated in the plans (H300SK-13). If there are other options that meet the same specifications (loading, etc.) available, those options may be reviewed by the City prior to installation.

Clarification: An updated set of plans have been issued with this addendum. Please use the set of plans with the "Approved City of Midland" stamp dated 01/26/23 when preparing the bid proposal.

Clarification: The Proposal document has been updated. Below are the changes:

The referenced pay notes in the description in the "Paving Items" and "Additive Alternate Bid Items" table have been updated.

All quantities have been revised per the updated plan set that is issued with this addendum.

Clarification: The Pay Items document has been updated. Below are the changes:

Pay note AA8 has been updated to include suitable substitutes.

Pay note AA9 has been added to account for the preparation of ROW that is needed for the Additive Alternate construction plans.

Pay items have been added and removed per the updated plan set that is issued with this addendum.

Clarification: The total contract time has been revised from 90 days to 120 days. Documents 6.0 Special Provisions (AA) – Revised 01.26.23 and 9.0 Contract (AA) – Revised 01.26.23 have been revised to reflect this change.

Questions and Answers

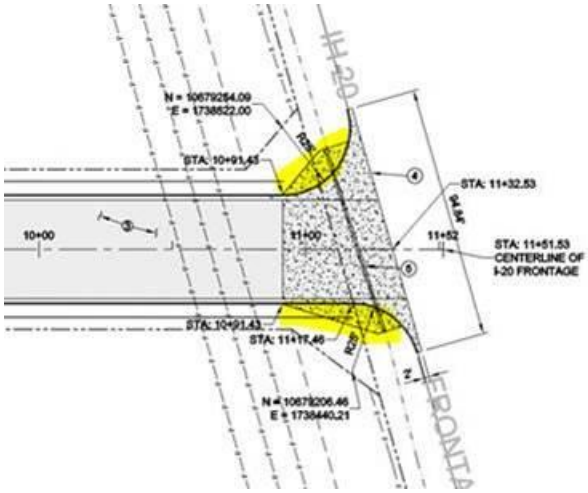
1. When were these plans designed?
    A. The plans were originally sealed in October 2022 and approved by the City in December 2022. Included in this addendum is an updated set of plans approved by the City on January 26, 2023.
2. Is there a reason why the match lines don't match up from page to page?
    A. The match lines were designated according to the station that was visible on the plans to ensure that every possible detail of the plans was shown. The alignments match up with the profile view. However, the plans that have those issues have been revised.
3. Page C120, there are no quantities for removing curb and gutter. Can we assume to dowel into existing curb and gutter? Do we pour new fillets? New handicap ramps as well?
    A. No curb and gutter will be removed on Tilden Street. The new curb and gutter will be doweled into the existing curb and gutter. New fillets will be poured as shown on the plans in sheet C201 but new ADA ramps are not being installed as shown on the plans.
4. Note 15 in "Paving Construction Notes" states "Future sidewalk to be installed at a later date by others. Per City of Midland detail 225, sheet 301." Is this accurate and relevant for this project? The quantities show sidewalk installation.
    A. The sidewalk is for future installation. The quantities were included to show the amount to plan for. A note describing the sidewalks as "FUTURE" has been added to the quantity sheets.
5. Note 2 on C201 states "Construct fillets (radius = 15.0' unless noted on plans)…" The measured radius on the plans does not match this and there are no callouts on the plans. Can we get a callout?
    A. All curb fillet radii except the eastern curb on Webster Avenue measure 15.0'. A radial dimension of 35.0' for that curb fillet has been added to the plans.
6. Page C121, Can we have a quantity for excavation?
    A. Excavation quantities have been provided.
7. Page C121, the quantity on the sheet (1474 SY) does not match what is measured in the plans. Is this number accurate?
    A. All quantities have been re-checked and revised.
8. Page C121 shows a clean edge for pavement removal. Sheet C202 shows a staggered edge for placement of pavement. Please clarify what is needed.
    A. C121 has been revised.
9. The fence line on Clay street will need to be removed in order to place sidewalk. Fence is in the proposed sidewalk path on plans. Fence removal is not included in the quantity, can it be added?

A. Fence line has been included in quantities.

10. Is the contractor responsible for rebuilding the fence lines? Or are we just removing?
    A. Contractor is not responsible for rebuilding the fence lines. Contractor is responsible for all preparation od right-of-way as described in the pay notes.
11. There are several power poles in the way of ramps, alleys, curb returns. Do we have a timeline for removal from Oncor?
    A. There are no power poles in conflict. Oncor has marked this project clear of conflicts.
12. Page C122, are quantities missing for the curb and gutter?
    A. All quantities have been re-checked and revised.
13. There is currently utility construction on Webster St with a significant amount of 2-sack concrete. Are we going to hit utilities? Are they shallow?
    A. Winning contractor is required to contact 811 before any digging occurs.
14. The quantities for Nobles St are not included in the Summary of Quantities in the plan set. Can they be added?
    A. All quantities have been re-checked and revised.
15. All of the quantities are off from the plans and what is tabulated in the summary sheet. Can you confirm?
    A. All quantities have been re-checked and revised.
16. Can we get the summary sheet and the proposal to be consistent as far as “Relocate” vs “Adjust”.
    A. Summary says “relocate” and the Proposal says “adjust”. Contractor will be required to adjust manholes and water valves to the appropriate final grade.
17. Is there any reinforcement rebar needed in the concrete driveways?
    A. Per COM Detail 220 (B), Note #5, provided on sheet C301, “CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.”
18. Can we add contour lines to the plans?
    A. Contour lines were shown on the plans. See sheets C200 – C208.
19. Can we increase the contract deadline from 90 days to something more realistic?
    A. Contract time has been revised from 90 days to 120 days.

Additive Alternate - Questions and Answers

1. Sheet C-102, What is the excess concrete behind the fillet on the IH-20 Frontage Road? What is wanted here? Is that extra concrete for the trench drain?



A. 6” concrete riprap. Paid for under item 16, 6” Miscellaneous Concrete.

2. Bid item for Removal of Existing Asphalt Paving, is this quantity accurate? Where do you want sub-base?
    A. Subgrade removal is included in the square yard price for demolition and will become the property of the contractor upon completion. 402 sy is approximate. The final payment will be at the unit price and as measured in the field.
3. Is removing the fence line considered subsidiary to an existing pay item?
    A. Yes, it is subsidiary to Preparation of Right-of-Way (Pay Note AA9)
4. TxDOT is currently working on the frontage road right in front of the proposed market street construction. How do we deal with the lane closures to install the road? Do we have a schedule with TxDOT?
    A. The City is currently working with TxDOT to get a construction plan together. The winning contractor will be involved in the coordination efforts after the awarding of the bid.
5. TxDOT has current plans to install curb and gutter along the entire frontage road. Can we add a bid item to remove the curb and gutter for the road approach? Or should we coordinate with TxDOT not to install the curb and gutter?
    A. The city has coordinated with TxDOT about the project. If TxDOT’s construction occurs first, they will install lay-down curb across the intersection. If our project occurs first, we will proceed as planned. Any additional curb & gutter or laydown curb removal will be paid for at the unit price for curb & gutter removal.
6. The soil supported concrete cap has 60 feet as the quantity in the proposal. The scaled length from the plans is 72 feet. Which is correct?
    A. 72 feet appears to be correct. Regardless, final payment will be at the unit price and as measured in the field.
7. The Pier Supported Concrete Cap, is there a geotechnical report available? Assuming the soil is soil rock will increase the estimate.
    A. There is no geotechnical report available.
8. Will installing this road and re-grading the area, along with the work being installed by TxDOT, will there be drainage issues that arise from the local businesses?
    A. We do not anticipate any change to the existing drainage patterns arising from this construction.
9. Demo sheet C-102, plans call for removal of curb and gutter. Do we have to replace this?
    A. Only replace curb & gutter, valley gutter, etc. as shown on the plans or as directed in the field.
10. Regarding the fence, what type of fence will be removed? Are there any more details on the fence that can be given? Do we just brace it when we get to that point?
    A. The fence is a 3-strand barbed wire fence. Brace the corners per detail C1/C-501 prior to removing the section intended for removal.

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

The work and construction contemplated to be accomplished under this Contract is located in the City of Midland, Texas, and consists of municipal public works projects as set forth in the proposal.

The location and details for the construction and related work are shown upon a set of drawings dated January 26, 2023 and numbered from C100 (1) through C405 (29) inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

The location and details for the additive alternate construction and related work are shown upon a set of drawings dated December 27, 2022 and numbered from C000 (1) through S-101 (12) inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

2. TIME AND PLACE OF RECEIVING BIDS

All bids shall be sealed, addressed to the Mayor and City Council of the City of Midland, Texas, and will be received by the City Secretary in her office at City Hall, 300 N. Loraine Street, Midland, Texas, mailing address is P.O. Box 1152, Midland, Texas 79702, until time stated on the Advertisement for Bids.

3. PREPARATION OF BID FORM

Bids shall be submitted only on the forms provided therefore in the Contract Documents, and must not be submitted in letter form or in any other form. They shall be filled out in ink in both script and figures. The Proposal form provided in the Contract Documents sets forth in detail the various items and approximate quantities thereof contained in the Project. Bids submitted in any other form will be considered irregular and will be returned to the Bidder without receiving consideration by the Owner.

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, his address, and the name of the Project for which the bid is submitted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

The bid must be signed in the name of the Bidder and must bear the signature in longhand of the persons duly authorized to sign the bid.

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the invitation. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of bids.

The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of the person or persons signing the bid.

4. EXAMINATION OF SITE, DRAWINGS, ETC

Each Bidder is requested to visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and the Specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any Bidder from obligations with respect to his bid or to the Contract. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

5. WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid, either personally, by written request, or by telegraphic request confirmed in the manner specified above, at any time prior to the scheduled closing time for receipt of bids.

6. AGREEMENT AND BONDS

The successful Bidder will be required to furnish a Performance Bond, and a Payment Bond, in an amount equal to one hundred percent (100%) of the total Contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas, and acceptable to the City of Midland. All Bonds must be executed on forms contained in these Contract Documents. The form of Agreement which the successful Bidder, and Contractor will be required to execute is also included herewith. The form of Agreement and the form of the Bonds should be carefully examined by the Bidder.

7. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents or finds discrepancies in, or omissions from the Plans or Specifications, he may submit to the Owner written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretations of any provision in the Contract Documents will be made to any Bidder.

8. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, or file more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.

9. AWARD OF CONTRACT

The Owner reserves the right to reject any or all bids submitted and not make an award. The Owner also reserves the privilege of accepting any item as a separate contract or the combination of items of a contract. The Owner and Bidder agree that, if the Contract is awarded, that it will be awarded to either the lowest responsible bidder/proposer, or to the bidder/proposer who provides goods or services at the best value for the City of

Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. Further, the Owner reserves all rights granted by Section 271.027 of the Texas Local Government Code. The Owner reserves the right to award the bid to the lowest responsible bidder.

10. OPENING OF BIDS

Bidders are invited to be present at the opening of the Proposals. All Proposals shall be made and received with the understanding that the Bidder accepts the terms and conditions contained in the Contract Documents.

11. COMPARISON OF BIDS

All bids will be compared on the basis of the Proposal.

12. BID GUARANTY

A Certified Check, Bank Money Order, issued by a bank satisfactory to the Owner, or a Bidder's Bond on the form provided and approved by the City Attorney, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the Owner, must accompany the Bidder's Proposal, as a guaranty that the Bidder will enter into a Contract and execute the required Performance Bond and Guaranty in the forms provided within fifteen (15) days after notice of award of Contract to him. Bids or Proposals without the required Bid Guaranty will not be considered. All Proposals shall remain in effect for a period of thirty (30) days after date of bid opening.

13. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (1) Notice to Bidders, (2) Instructions and Information for Bidders, (3) Proposal, (4) Experience Record, (5) Bid Bond, (6) Contract Agreement, (7) Performance Bond, (8) Payment Bond, (9) Insurance Certificate, (10) General Conditions, (11) Special Conditions, (12) Detailed Specifications all of which are bound together, and/or (13) Certificate of Payment. The Contract Documents shall also include Drawings or Detailed Plans for the proposed work. A complete set of the Contract Documents and the detailed plans are on file in the Office of the City Secretary.

14. TIME ELEMENT

The work to be done under this Contract shall be commenced within fifteen (15) days from the date of the notice from the City to the Contractor to commence work. The Contractor shall commence performance of the Contract on the date stated in the City's notice to the Contractor to proceed and shall complete the performance of the Contract without delay.

15. PAYMENTS

Payments to the Contractor will be based upon the prices stated in the proposal and upon basis of the work performed as determined by the Engineer. The Engineer's determination shall be considered as final unless changes are authorized by the City in writing which shall affect the work. Upon issuance of the Certificate of Completion, the Engineer shall proceed to take final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the agreement and shall certify same to the Owner who shall pay to the Contractor on or after the 30th day, and before the 35th day, after the date of the Certificate

of Completion, the balance due the Contractor under the terms of this agreement, provided he has fully performed his contractual obligations under the terms of this Contract, and said payment shall become due in any event upon said performance by the Contractor. Notwithstanding any provision of these Contract documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the Certificate of Acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good workmanlike manner and in full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract documents.

Revised January 2023

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. Bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

*****************IMPORTANT SPECIAL NOTICE TO CONTRACTOR******************

1. PROJECT FUNDING

If awarded the contract, Full-Depth Reconstruction Paving Project – 2022 Transportation – Market Street Portion, is being paid for through a Development Services – Community Development Department administered program on behalf of the City of Midland for being the recipients of HUD Community Development Block Grant Funds. As such, the Davis-Bacon Wage Rates, certified payroll forms and random on-site personnel interviews will apply to this portion of the work.

*****************IMPORTANT SPECIAL NOTICE TO CONTRACTOR******************

2. SCOPE OF WORK:

Included in this Project will be **Full-Depth Reconstruction Paving Project – 2022 Transportation** to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the installation of proposed paving infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, milling, excavation, backfill, compaction, form work, pavement placement, inlay and joint sealing. This includes but is not limited to placement of erosion control measures, traffic control, stabilization, utility cover adjustments, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

The Additive Alternate will include the installation of proposed paving infrastructure, drainage infrastructure and appurtenances including all necessary mobilization, material storage, saw-cutting, pavement removal, milling, excavation, backfill, compaction, form work, pavement placement, inlay and joint sealing. This includes but is not limited to placement of erosion control measures, traffic control, stabilization, utility cover adjustments, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

3. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

In the construction drawing set any written or noted dimension takes precedence over dimensions measured based on the drawing scale unless otherwise directed by the Engineer.

Any changes or revisions made as part of an Addendum for this project take precedence over the original bid packet and construction drawing set where the documents are in conflict.

4. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

5. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

Payment will be made for material installed, not for material delivery.

6. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work. The City of Midland reserves the right to require additional safety measures on the project site at any time if they are needed in the opinion of the Engineer for the safety of the work crews or public.

7. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

The following procedure will be followed regarding the subject item on this contract:

1) A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

   "**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

2) Equipment that may be operated within ten feet of high voltage lines shall have an insulation cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

3) When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

4) The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

5) No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph (3).

8. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Construction Manager no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways). Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Construction Manager of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion. For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").

4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Construction Manager, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

At other times as shown on the approved TCP, or as otherwise directed by the City.

9. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

10. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc. Contractor must notify affected properties no less than two (2) business days prior to any planned access interruptions.

Contractor must coordinate with the City of Midland regarding any planned access interruptions for public Right-of-Way, or to restore any public infrastructure damaged during construction activities.

11. PROPERTY AND RIGHT-OF-WAY SERVICE:

Service to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. Such services include water, wastewater, fiber, cable, electric, and gas. Contractor must notify affected properties no less than two (2) business days prior to any planned service interruption.

Contractor must coordinate with the City of Midland regarding any planned service interruptions for public water or wastewater, or to restore any public infrastructure damaged during construction activities.

Contractor must coordinate with private service providers for any necessary service interruptions to their infrastructure or to restore service to their infrastructure in the event that a private service is disrupted, damaged, etc. during construction.

12. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

13. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50') intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

14. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

15. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

Concrete is only to be placed when the ambient temperature is between 40 degrees and 95 degrees Fahrenheit and the ambient temperature in the shade is higher than 40 degrees Fahrenheit or is 40 degrees Fahrenheit and rising.

All concrete pavement joints are to be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland approved equal. This will not apply to curb or sidewalk joints.

No construction materials are to be placed or installed during rain events unless they are necessary to resolve an emergency situation or to facilitate the project site erosion control measures.

16. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

17. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

Existing fire hydrants and existing water meters indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. These are ancillary to the project and will not be paid as separate items.

18. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

Concrete Pavement – A Slump Test is required for every cylinder set (3 test cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test, with 1 cylinder set taken for:

A. Every 50 cubic yards of concrete placed for concrete pavement between street intersections.

B. Every 50 cubic yards of concrete placed for concrete pavement at a street intersection.

C. Every 2 sets of fillets and valley gutters at street approaches. (1 set = 2 fillets and 1 valley gutter)

D. Every 4 alley approaches or driveway approaches.

E. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement – A Nuclear Gauge Density Test is required for either each day that asphalt hot-mix is placed or for every 250 linear feet of asphalt hot-mix pass, whichever results in more frequent testing. The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density range for construction of this project is 93% - 98% with a target density of 95%. Test results are to be given to the Engineer upon completion of each test.

19. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

20. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

21. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and construction drawings.

22. CONTRACT DEADLINE:

The deadline for substantial completion of this project is __120___ calendar days total starting from the Notice to Proceed date.

Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.

Unless specifically granted in writing by the Engineer, there will be no suspension of project time between phases of construction.

23. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project.

24. BID PACKET COMPLETION ITEMS OF NOTE:

Bidders must be willing to sign the Contract as is if a bid is submitted. Revisions, alterations, deletions, additions, or any other changes of any kind by the bidder to the bid packet or other bid documents (such as the construction drawing set, addendums, etc.) will result in the bid submittal being deemed 'Non-Responsive' and the bid will not be accepted.

Bidders are reminded to make sure that the Conflict of Interest forms are completed if applicable before submitting a bid.

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank, only partially completed, or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

25. US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) NOTE:

This project is funded in whole or in part with CDBG-DR funds provide by the US Department of Housing and Urban Development (HUD). Federal labor standards provisions including prevailing wage requirements of the Davis Bacon and Related Acts will be enforced. In the event of a conflict between the Federal and Puerto Rico Executive Order wage rates occurs, the higher of the two will prevail.

As recipients of HUD financial assistance, PRDOH and its contractors and subcontractors working within the PRDOH CDBG-DR Program are subject to the requirements of the Davis-Bacon Act of 1931 (DBA), 40 U.S.C. § 3141 et seq., which guarantees fair wages, benefits, and overtime to employees while working on government-funded construction, alternation, or repair projects in excess of $2,000. The Davis-Bacon and Related Acts (DBRA) determine applicability of Davis-Bacon to Federally-assisted construction contracts. The Housing and Community Development Act of 1974 (HCD), 42 U.S.C. § 5301 et seq., Section 110 of the Act, determines the DBRA applicability to CDBG-DR. The DOL sets forth the principal set of regulations for labor rules in 29 C.F.R. Parts 1-7: • 29 C.F.R. Part 1 – Regulates wage rate determination • 29 C.F.R. Part 3 – Copeland “Anti-kickback” Act of 1934, 18 U.S.C. § 874 and 40 U.S.C. § 3145, defines anti-kickback regulations; obligation of weekly payrolls and governs payroll deductions • 29 C.F.R. Part 5 – Defines Labor Standards Regulations • 29 C.F.R. Part 6 – Regulates administrative proceedings to enforce Labor standards • 29 C.F.R. Part 7 – Regulates non-compliance All covered contracts must include Davis-Bacon and other labor standards clauses and the applicable wage determinations.

PROPOSAL

TO: Honorable Mayor and City Council
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the drawings, specifications and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

Project Name: Full-Depth Reconstruction Paving Project – 2022 Transportation

Project Number: P22-08

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1 LS	Mobilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M1)	$_____	$_____
2)	1 LS	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M2)	$_____	$_____
3)	1 LS	Traffic Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M3)	$_____	$_____
4)	1 LS	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M4)	$_____	$_____
Total Miscellaneous Items 1-4		$_____		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	0.6 ACRE	Preparation of Right-of-Way, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per acre. (Pay Note D1)	$_____	$_____
2)	671 LF	Saw-Cutting, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D2)	$_____	$_____
3)	6,590 SY	Removal & Dispose of Existing Asphalt Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D3)	$_____	$_____
4)	802 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D4)	$_____	$_____
5)	636 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D5)	$_____	$_____
6)	76 LF	Removal & Disposal of Existing Fence And Gate, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D6)	$_____	$_____
7)	10,689 SY	Excavation, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D7)	$_____	$_____
Total Demolition Items 1-7		$_____		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	7,928 SY	Subgrade Preparation (Depth ≤ 8”), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1)	$_____	$_____
2)	799 TON	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS / SY @ 2” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P2)	$_____	$_____
3)	7,260 SY	8” Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P3)	$_____	$_____
4)	1,452 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P4)	$_____	$_____
5)	726 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P5)	$_____	$_____
6)	488 SY	6” Concrete Fillet & Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P6)	$_____	$_____
7)	49 SY	6” Standard Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P7)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	619 SY	6" Residential Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P8)	$_____	$_____
9)	2,425 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P9)	$_____	$_____
10)	506 LF	Type D Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P9)	$_____	$_____
11)	256 LF	Transition to Laydown Curb, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P9)	$_____	$_____
12)	133 SY	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P10)	$_____	$_____
13)	1,269 SY	4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P11)	$_____	$_____
14)	1 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P12)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
15)	16 EA	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P12)	$_____	$_____
Total Paving Items 1-15		$_____		

Additive Alternate Bid Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1 LS	Mobilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M1)	$_____	$_____
2)	1 LS	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M2)	$_____	$_____
3)	1 LS	Traffic Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M3)	$_____	$_____
4)	1 LS	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M4)	$_____	$_____
5)	1.11 ACRE	Preparation of Right-of-Way, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per acre. (Pay Note AA9)	$_____	$_____
6)	402 SY	Removal & Dispose of Existing Asphalt Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D3)	$_____	$_____
7)	110 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D4)	$_____	$_____
8)	140 SY	Removal & Disposal of Miscellaneous Concrete, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note AA1)	$_____	$_____

Additive Alternate Bid Items				
Item No.	Quantity	Description	Unit Price	Total Amount
9)	5,354 SY	Subgrade Preparation (Depth ≤ 8”), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1)	$_____	$_____
10)	72 LF	Soil Supported Concrete Cap, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note AA2)	$_____	$_____
11)	1 LS	10’ Wide Pier Supported Concrete Cap, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per lump sum. (Pay Note AA3)	$_____	$_____
12)	4,403 SY	3” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 330 LBS / SY @ 3” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note AA4)	$_____	$_____
13)	4,403 SY	10” Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P3)	$_____	$_____
14)	1,101 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P4)	$_____	$_____
15)	102 SY	6” Concrete Fillet, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note AA5)	$_____	$_____

Additive Alternate Bid Items				
Item No.	Quantity	Description	Unit Price	Total Amount
16)	21 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note AA6)	$_____	$_____
17)	34 SY	6" Standard Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P7)	$_____	$_____
18)	1,905 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P9)	$_____	$_____
19)	467 SY	6" Miscellaneous Concrete, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note AA7)	$_____	$_____
20)	4 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P12)	$_____	$_____
21)	9 EA	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P12)	$_____	$_____
22)	72 LF	ACO Slab Drain, H300SK-13 Channel with Neural Invert, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note AA8)	$_____	$_____
Total Add. Alt. Items 1-22		$_____		

Bid Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Paving Items	$_____
Base Bid Total Price	$_____
Additive Alternate Bid Total Price	$_____

In addition to providing the individual prices for the items above, Contract shall write the base total bid amount in the sum of

_____dollars

and _____ cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within _120_ calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for

_____dollars

and _____ cents total. ($_____)

which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

_____

Name of Contractor

_____

Submitted By Print Name and Title

_____

Mailing Address

_____

City State Zip

PAY NOTES

Full-Depth Reconstruction Paving Project – 2022 Transportation

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
Demolition Items		
1	Preparation of Right-of-Way	D1
2	Saw-Cutting	D2
3	Removal & Disposal of Existing Asphalt Pavement	D3
4	Removal & Disposal of Existing Concrete Curb & Gutter	D4
5	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D5
6	Removal & Disposal of Existing Unclassified Fence	D6
7	Excavation	D7
Paving Items		
1	Subgrade Preparation (Depth ≤ 8")	P1
2	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 220 LBS / SY @ 2" Thick)	P2
3	8" Flexible Base (Type A, Grade 4)	P3
4	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P4
5	Tack Coat (MC-30, 0.10 Gal / SY)	P5
6	6" Concrete Fillet & Valley Gutter	P6
7	6" Standard Concrete Alley Approach	P7
8	6" Residential Concrete Driveway Approach	P8
9	Type A Concrete Curb & Gutter	P9
10	Type D Concrete Curb & Gutter	P9
11	Transition to Laydown Curb	P9
12	Concrete Pedestrian Access Ramp	P10
13	4" Concrete Sidewalk	P11
14	Manhole Ring & Cover Adjustment	P12
15	Water Valve Box Ring & Cover Adjustment	P12
Additive Alternate Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Preparation of Right-of-Way	AA9
6	Removal & Disposal of Existing Asphalt Pavement	D3
7	Removal & Disposal of Existing Concrete Curb & Gutter	D4
8	Removal & Disposal of Existing Miscellaneous Concrete	AA1
9	Subgrade Preparation (Depth ≤ 8")	P1
10	Soil Supported Concrete Cap	AA2
11	10' Wide Pier Supported Concrete Cap	AA3
12	3" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 330 LBS / SY @ 3" Thick)	AA4
13	10" Flexible Base (Type A, Grade 4)	P3
14	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P4
15	6" Concrete Fillet	AA5
16	6" Concrete Valley Gutter	AA6
17	6" Standard Concrete Alley Approach	P7
18	Type A Concrete Curb & Gutter	P9
19	6" Miscellaneous Concrete	AA7
20	Manhole Ring & Cover Adjustment	P12
21	Water Valve Box Ring & Cover Adjustment	P12
22	ACO Slab Drain, H300SK-13 Channel with Nueral Invert	AA8

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for Mobilization per the construction drawings and TxDOT Standard Specifications Item 500 'Mobilization'. Mobilization shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

M2 Includes the necessary equipment, labor, materials, and incidentals to implement Erosion/Sediment Control per the construction drawings and TxDOT Standard Specifications Item 506 'Temporary Erosion, Sedimentation, and Environmental Controls'. Erosion/Sediment Control shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement Traffic Control per the construction drawings and TxDOT Standard Specifications Item 502 'Barricades, Signs, and Traffic Handling.' Traffic Control shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. Job Site Safety shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

D1 Includes the necessary equipment, labor, materials, and incidentals for Preparation of Right-of-Way per the construction drawings and City of Midland standards and specifications including removal and disposal of all obstructions from the right-of-way and easements where removal of such obstructions is not indicated in the construction drawings, tree removal and disposal, all scraping and preservation of top soil, and including all clearing, grubbing, and appurtenances. Measurement and payment to be made per acre measured along the ground surface.

D2 Includes the necessary equipment, labor, materials, and incidentals for Saw-Cutting per the construction drawings and City of Midland standards and specifications, including all appurtenances. All saw-cut edges are to be full depth, cleanly cut, straight, and clearly defined edges free of breaks. Measurement and payment to be per each linear foot of saw-cut.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Asphalt Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, milling, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot measured along the back of curb.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Sidewalk & Ramps per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

D6 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Unclassified Fence And Gate per the construction drawings and City of Midland standards and specifications, including removal of all, columns, posts, foundations, anchors, gates, frames, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measures along the ground surface following the fence centerline through all structures and appurtenances.

D7 Includes the necessary equipment, labor, materials, and incidentals for Excavation per the construction drawings and City of Midland standards and specifications, including all excavation related activities and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P1 Includes the necessary equipment, labor, materials, and incidentals for Subgrade Preparation per the construction drawings and City of Midland standards and specifications, including all proof-rolling, sub-grade reworking, scarifying, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 220 LBS / SY at 2" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

P3 Includes the necessary equipment, labor, materials, and incidentals for placement of Flexible Base compacted to 95% Density, ASTM D1557, per the construction drawings and City of Midland standards and specifications including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P4 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P5 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P6 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet & Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P7 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Alley Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the alley approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P8 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Driveway Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the driveway approach are considered part of the approach and are not a separate bid item.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, transitions from one type to another type, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Pedestrian Access Ramp per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Sidewalk per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P12 Includes the necessary equipment, labor, materials, and incidentals for Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

AA1 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Miscellaneous Concrete per the construction drawings and City of Midland standards and specifications including all removal, saw-cutting, and appurtenances. Depths given are approximate and concrete material is to be removed in its entirety. No additional compensation will be made for increased concrete depth

AA2 Includes the necessary equipment, labor, materials, and incidentals for placement of Soil Supported Concrete Cap per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot of concrete cap placed.

AA3 Includes the necessary equipment, labor, materials, and incidentals for placement of Pier Supported Concrete Cap per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made in a lump sum once concrete cap has been placed.

AA4 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 330 LBS / SY at 3" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard of material placed.

AA5 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

AA6 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

AA7 Includes the necessary equipment, labor, materials, and incidentals for placement of Miscellaneous Concrete per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

AA8 Includes the necessary equipment, labor, materials, and incidentals for ACO Slab Drain, H300SK-13 Channel with Neural Invert, or acceptable substitute, per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per linear foot of slab drain placed.

AA9 Includes the necessary equipment, labor, materials, and incidentals for Preparation of Right-of-Way per the construction drawings and City of Midland standards and specifications including removal and disposal of all obstructions from the right-of-way and easements where removal of such obstructions is not indicated in the construction drawings, fence removal and disposal, tree removal and disposal, all scraping and preservation of top soil, and including all clearing, grubbing, and appurtenances. Measurement and payment to be made per acre measured along the ground surface.

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this _____ day of _____, 20___, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____ of the City _____, County of _____, State of _____, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Full-Depth Reconstruction Paving Project – 2022 Transportation together with appurtenances and incidentals.

Conditions of the Contract and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to the Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore as prepared by Engineering and Transportation Department of the City of Midland, Texas, herein entitled the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 120 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

The SUM TOTAL of this Contract shall be: _____.

INSURANCE

Contractor shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
— Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
— Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Contractor shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. The insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Workers' Compensation coverage provided by Contractor shall inure to the benefit of employees injured during the course and scope of their employment by Contractor pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of the City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of the City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the City as an additional insured on a claims occurred basis. City shall be provided the notice by Contractor's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

Contractor shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, Contractor shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the City. The City shall not be required to provide any insurance whatsoever pursuant to this Contract.

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION

37.001, ET. SEQ., AS AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE OWNER AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas.

COMPLIANCE – Contractor agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Contractor agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

VERIFICATION

To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Contractor hereby verifies:

- that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Contractor does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Contractor shall be deemed to have not made such verification.

RECORDS RETENTION AND PRODUCTION OF INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland for the duration of the contract, (2) promptly provide to the City of Midland any contracting information related to the Contract that is in the custody or possession of Contractor on request of the City of Midland, and (3) on completion of the Contract, either (i) provide at no cost to the City of Midland all contracting information related to the Contract that is in the custody or possession of Contractor, or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland.

PUBLIC INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Parties of the First Part (Owner)

By: _____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy Turner, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 20__ personally appeared _____, an officer of _____, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____

_____
Notary Public

Form Revised January 2023

CITY OF MIDLAND
FULL-DEPTH RECONSTRUCTION PAVING PROJECT
2022 TRANSPORTATION
APRIL 2022

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C103	QUANTITIES
C104	GENERAL NOTES SHEET
C105	GENERAL NOTES SHEET
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C122	WEBSTER STREET DEMOLITION PLAN
C123	NOBLES AVENUE DEMOLITION PLAN
C124	NOBLES AVENUE DEMOLITION PLAN
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C201	TILDEN STREET PLAN AND PROFILE
C202	CLAY STREET PLAN AND PROFILE
C203	CLAY STREET PLAN AND PROFILE
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C401	CLAY STREET EROSION CONTROL PLAN
C402	WEBSTER STREET EROSION CONTROL PLAN
C403	C403 NOBLES AVENUE EROSION CONTROL PLAN
C404	C404 NOBLES AVENUE EROSION CONTROL PLAN
C405	EROSION CONTROL DETAILS


20
307
Midland Drive
Highway 191
Andrews Highway
Loop 250
Rankin Highway
Garfield Ave
Wadley Ave
Illinois Ave
Missouri Ave
Indiana Ave
Kentucky Ave
Washington Ave
New York Ave
Pennsylvania Ave
Nobles Ave
Tilden St
Clay St
Webster St
Noble Ave
Midkiff Rd
Duke Dr
Cuthbert Ave
Dixon Ave
Dorothy Dr
Cedar Ln
Cedar Ave
Cedar Cir
Cedar Ct
Cedar Dr
Cedar Pl
Cedar Trl
Cedar Way
Cedar Wood Ln
Cedar Wood Pl
Cedar Wood Trl
Cedar Wood Way
Cedar Wood Cir
Cedar Wood Ct
Cedar Wood Dr

Know what's **below.**
Call before you dig.

CITY OF MIDLAND
APPROVED
01/26/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland Jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City of Midland Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland Jurisdiction shall not be valid. The Director of Engineering Services Department or construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of construction which is in violation of the provisions of the City of Midland Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland Jurisdiction.

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
TEXAS ENGINEER FIRM #: F-15089
TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

BY	APPR.	DATE

Δ	REVISIONS
1	ADDRESSING MICHAEL HESTER'S COMMENTS - 01/19/2023

DRAWN BY: JAR III
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

MASTER LAYOUT
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET
C101

F:\2021\21-0158-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0158 C101 MASTER LAYOUT.DWG
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SUMMARY OF DEMOLITION ITEMS

	SAWCUTTING	REMOVAL & DISPOSAL OF EXISTING ASPHALT	REMOVAL & DISPOSAL OF EXISTING CONCRETE CURB & GUTTER	REMOVAL & DISPOSAL OF EXISTING CONCRETE (INCLUDES SIDEWALK, RAMPS AND DRIVEWAYS)	EXCAVATION	REMOVAL OF EXISTING FENCE	TREE DISPOSAL	RELOCATE EXISTING MANHOLE	RELOCATE EXISTING WATER VALVE	RELOCATE EXISTING POWER POLE	RELOCATE EXISTING LIGHT POLE
UNIT	LF	SY	LF	SY	SY	LF	EA	EA	EA	EA	EA
DEPTH	2"–4"	2"–4"	–	4–6" TYP.	4–6" TYP.	–	–		–	–	–
RATE	–	–	–	–	–	–	–	–	–	–	–
SHEET C120	165	1,535	55	–	1,713	–	–	–	–	–	–
SHEET C121	202	1,474	537	330	2,766	–	–	–	–	–	–
SHEET C122	161	1,367	113	19	2,000	75	5	–	–	–	–
SHEET C123	77	1,014	51	182	2,015	–	–	–	–	–	–
SHEET C124	66	1,199	45	105	2,195	–	–	–	–	–	–
SHEET C200								–	–	–	–
SHEET C201								–	3	–	–
SHEET C202								–	6	–	–
SHEET C203								–	3	1	1
SHEET C204								1	1	–	1
SHEET C205								–	3	–	–
TOTALS:	671	6,590	802	636	10,689	76	5	1	16	1	2

SUMMARY OF PAVING ITEMS

	SUBGRADE PREPARATION	2" TYPE D HMAC ASPHALT PAVEMENT SURFACE COURSE (PG70–22)	8" FLEXIBLE BASE (TYPE A, GRADE 4)	BITUMINOUS PRIME COAT (MC–30 or AEP)	BITUMINOUS TACK COAT (MC–30 or AEP)
UNIT	SY	TON	SY	GAL	GAL
DEPTH	6–8" TYP.	2"	8"	–	–
RATE	–	220 LBS/SY	–	0.20 GAL/SY	0.10 GAL/SY
SHEET C200	861	90	822	164	82
SHEET C201	708	75	679	136	68
SHEET C202	1,110	119	1,078	216	108
SHEET C203	894	77	697	139	70
SHEET C204	824	88	799	160	80
SHEET C205	749	70	640	128	64
SHEET C206	922	89	810	162	81
SHEET C207	1,144	121	1,100	220	110
SHEET C208	717	70	635	127	64
TOTALS:	7,928	799	7,260	1,452	726

CITY OF MIDLAND APPROVED 01/26/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the construction documents and other data shall not prevent the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction documents and other data. The Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
TEXAS ENGINEER FIRM #: F-15089
TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE
1 ADDRESSING MICHAEL HESTER'S COMMENTS - 01/19/2023			

DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE 02/01/2022
Job 21-0158

QUANTITIES
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

SHEET C102

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F:\2021\21-0158-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0158 C102 QUANTITIES.DWG

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SUMMARY OF PAVING ITEMS

	TYPE A CONCRETE CURB & GUTTER	TYPE D CONCRETE LAYDOWN CURB & GUTTER	TRANSITION TO LAY–DOWN CURB	CONCRETE VALLEY GUTTER	CONCRETE FILLET	6" FLEXIBLE BASE (TYPE A, GRADE 4)	6" JOINTED CONCRETE DRIVEWAYS	6" STANDARD ALLEY APPROACH DRIVEWAYS	TYPE 4 CONCRETE DIAGONAL CURB RAMP	TYPE 12 CONCRETE DIAGONAL CURB RAMP	4" CONCRETE SIDEWALK (FUTURE)
UNIT	LF	LF	LF	SY	SY		SY	SY	SY	SY	SY
DEPTH	6"	2"	–	–	–		6"	6"	4"	4"	4"
RATE	–	–	–	–	–	–	–	–	–	–	–
SHEET C200	230	15	12	–	–	39	39	–	–	–	131
SHEET C201	–	–	–	104	–	29	29	–	–	–	–
SHEET C202	288	108	22	37	24	32	–	32	23	–	127
SHEET C203	262	167	82	37	24	197	197	–	23	–	101
SHEET C204	282	22	15	–	–	24	7	17	24	–	193
SHEET C205	64	81	65	39	75	109	109	–	–	8	65
SHEET C206	402	55	30	37	37	111	111	–	29	–	185
SHEET C207	572	18	10	–	–	44	44	–	–	–	317
SHEET C208	325	39	20	37	37	82	82	–	26	–	149
TOTALS:	2,425	506	256	291	197	668	619	49	125	8	1,269

CITY OF MIDLAND
APPROVED
01/26/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland. The issuance of this APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department, shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

MAVERICK
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△	REVISIONS	BY	APPR.	DATE
1	ADDRESSING MICHAEL HESTER'S COMMENTS - 01/19/2023			

DRAWN BY: JAR, II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOb: 21-0158

QUANTITIES

TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET
C103

GENERAL NOTES

BENCHMARK:

ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO THE NATIONAL GEODETIC VERTICAL DATUM 1988.

GENERAL:

1. THIS DESIGN IS FOR PUBLIC PAVING IMPROVEMENTS AT CAMP STREET, HICKS AVENUE, LATTA STREET, MARLIN STREET, MISSOURI AVENUE, MORAN AVENUE, NOBLES AVENUE, AND SPRUCE STREET.
2. ALL CONSTRUCTION SHALL COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE, ALL OTHER STANDARDS AND REQUIREMENTS SHALL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS, WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A PROJECT SCHEDULE TO CITY STAFF PRIOR TO CONSTRUCTION. THE SCHEDULE WILL OUTLINE THE ANTICIPATED START AND END DATES FOR EACH PHASE OF THE PROJECT.
4. EXISTING UTILITIES (OR OTHER OBJECTS) INDICATED IN THE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE CITY ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
5. ALL PARTS OF THE PROJECT, INCLUDING THE SECTIONS CALLING ONLY FOR ASPHALT AND BASE REMOVAL (WITHOUT GRADING DESIGN), INTENDS FOR SURFACE AND DRAINAGE IMPROVEMENTS AT ALL ADJACENT STREET AND INTERSECTIONS. THE CONTRACTOR WILL ENSURE POSITIVE SURFACE DRAINAGE IN THE ASPHALT AND BASE REMOVAL SECTIONS WITH SPECIAL ATTENTION TO SURFACE DRAINAGE WITHIN ALL INTERSECTIONS AND MATCH THE ELEVATIONS SHOWN ON THE PLANS.
6. THE CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT, TREES AND OVERHEAD UTILITY LINES ARE COMMON. THE CONTRACTOR SHALL PROVIDE THE PROPER EQUIPMENT TO COMPLETE THE WORK IN THE URBAN ENVIRONMENT. ALL TREE CARE SHALL BE IN COMPLIANCE WITH ANSI A300
7. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THE DESIGN DRAWINGS ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.
8. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
9. THE EXISTING ALIGNMENT IS THE CONTROL FOR CONTRACTOR STAKING. ESTABLISH REFERENCE POINTS FOR THE CONTROL PRIOR TO REMOVING THE EXISTING SURFACE AND PAVEMENT MARKINGS.
10. EXISITING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING [CITY OF MIDLAND RECORDS, SITE INSPECTIONS, POTHOLES, RECENT EXCAVATIONS, SURVEYS, ONE CALL MARKINGS, AND/ OR PRIVATE INFRASTRUCTURE OWNER RECORDS]. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE ENGINEER OF ANY CONFLICTS BETWEEN THE EXISTING CONDITIONS AND PROJECT DESIGN.
11. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.
12. TRAFFIC CONTROL FOR THIS PROJECT WILL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR MUST SUBMIT A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE THE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.
13. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EAIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERUPPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY THE CONTRACTOR.
14. MATERIAL STORAG E IS TO BE PLACED IN THE WORK ZONE IDENTIFIED IN THE APPROVED TRAFFIC CONTROL PLAN.
15. THE CONTRACTOR SHALL COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN THE PROJECT BID PACKET.

DEMOLITION NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.
2. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERD INCIDENTAL TO ALL PROJECT WORK.

EROSION CONTROL:

1. INSTALL, USE, AND MAINTAIN A CONCRETE WASHOUT AT AN APPROVED LOCATION AND AS SHOWN HEREIN ON THESE PLANS AND SPECIFICATIONS.
2. COMPLY WITH THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) STORM WATER MANAGEMENT PROGRAM (SWMP).
3. IMPLEMENT SOIL STABILIZATION PRACTICES, STRUCTURAL EROSION AND SEDIMENT CONTROLS, POLLUTION PREVENTION, AND SITE SPILL RESPONSE BEST MANAGEMENT PRACTICES, AND SITE INSPECTIONS IN ACCORDANCE WITH STORM WATER POLLUTION PREVENTION PLAN (SWP3 OR SWPPP) REQUIREMENTS AND SHEETS.
4. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT GUTTER LOCATIONS AT LIMITS OF WORK ZONE, INCLUDING INTERSECTIONS ADJACENT TO WORK ZONE. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT STORM DRAIN INLETS THAT ARE LOCATED WITHIN WORK ZONE.
5. DAMAGES TO ADJACENT PROPERTY OR TO RECEDING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
6. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OR ANY OFF-SITE SILTATION CAUSED BY THEIR OPERATIONS AND/OR FAILURE OF EROSION CONTROL MEASURES, AT NO ADDITIONAL COST TO CITY.
7. INSPECT THE PROJECT AT A MINIMUM OF EVERY 14 DAYS AND AFTER EVERY RAINFALL OF 1/2 INCHES OR GREATER TO DETERMINE THE INTEGRITY AND EFFECTIVENESS OF THE EROSION CONTROL MEASURES. PREPARE A WRITTEN INSPECTION REPORT TO BE FILED WITH THE PROJECT RECORD DOCUMENTS.
8. ALL STOCKPILED SOILS SHALL BE SURROUNDED BY SILT FENCE, OR EQUIVALENT MEASURE AS APPROVED BY ENGINEER, TO PROPERTY CONTROL SEDIMENT RUNOFF.
9. TAKE NECESSARY MEASURES TO MINIMIZE OFF-SITE TRACKING OR TRANSPORT OF SEDIMENT AND DEBRIS. ANY CONSTRUCTION DEBRIS (MUD, GRAVEL, ETC.) THAT FALLS OUT ONTO AN ADJACENT AREA MUST BE PROMPTLY REMOVED AT NO ADDITIONAL COST TO THE CITY.
10. TO DEWATER EXCAVATIONS, USE A PROTECTED PUMP DISCHARGE TO FILTER THE DISCHARGE WATER. DEWATERING MUST ADHERE TO THE FOLLOWING RESTRICTIONS:
    - DO NOT PUMP WATER DIRECTLY INTO ANY SLOPES
    - SEDIMENTS IN PUMPED WATER SHALL BE MINIMIZED BEFORE DRAINING TO STREET. USE SEDIMENT BAGS TO REMOVE OR REDUCE SEDIMENT IN PUMPED WATER.
    - IF DISCHARGE REGION SHOWS SIGNS OF EROSION OR INSTABILITY, STOP DEWATERING IMMEDIATELY.
    - CHECK THE CONDITION OF CHANNELS USED FOR DEWATERING FOR STABILITY AND STEADINESS.
    - DISCHARGED WATER SHALL NOT BE DIRECTLY CONTAMINATED WITH GREASE, OIL, CHEMICALS ,NOR ANY OTHER TOXIC SUBSTANCE.
    - OBTAIN NECESSARY PERMITS AND CHECK ALL REQUIREMENTS WITH THE CITY OF MIDLAND WHEN IN DOUBT.
11. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.
12. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT THE PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.
13. THE CONTRACTOR SHALL MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE OF THE PROJECT SITE ARE TO BE REMOVED PROMPTLY.
14. ANY ON-SITE STORAGE OF SPOILS, MATERIALS OR EQUIPMENT ARE TO BE LOCATED WITHIN THE AREA DESIGNATED AS PART OF THE WORK ZONE AREA.
15. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY THE ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.
16. CONCRETE TRUCKS CANNOT, UNDER ANY CIRCUMSTANCE, WASH OUT IN UTILITY TRENCHES. THE CONTRACTOR SHALL PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND REMOVE ALL WAHOUT AND SPOILS FROM THE PROJECT SITE.
17. VEGETATION SEEDING AND WATERING:
    - 17.a. THIS REFERS TO ALL PORTIONS OF THE PROJECT AREA DISTURNBED BY CONSTRUCTION ACTIVITY FOR THIS PROJECT.
    - 17.b. RE-VEGETATE ALL AREAS AND SURFACES DISTURBED BY ANY CONSTRUCTION ACTIVITY THAT ARE SCHEDULED TO REMIAN NATURALREGARDLESS OF WHETHER OR NOT THEY ARE WITHIN THE APPROVED PROJECT SITE OR WORK ZONE. NATURAL SURACES ARE HOSE THAT WILL NOT RECEIVE A LAYER OF PAVEMENT, FLATWORK, STRUCTURE, OR OTHER IMPERVIOUS MATERIAL.
    - 17.c. REMVE THE TOP SIX (6) INCH LAYER OF VEGETATION AND TOPSOIL EVENL FOR THE ENTIRE DISTURBED AREA AND SET IT ASIDE DURING CONSTRUCTION.
    - 17.d. AFTER CONSTRUCTION PLACE THE SAVED VEGETATION AND TOPSOIL EVENLY ACROSS THE ENTOIR DISTURBED AREA AND RAKE IT TO A SMOOTH CONSISTENCY. ADD ADITIONAL TOPSOIL MATERIAL OF EQUAL OR BETTER QUALITY THAN THE ORIGINAL MATERIAL IF NECESSARY TO ACHIEVE A MINIMUM SIX INCH (6.0") TOPSOUIL THICKNESS THROUGHOUT.
    - 17.e. DISK AREAS TO BE SEEDED TO A DEPTH OF FOUR INCHES (4") TO ALLOW GOOD CONTAACT BETWEEN SEEDS AND SOIL
    - 17.f. UNIFORMLY DISTRIBUTE SEEDS AS HEREIN SPECIFIED ON PLANS AND SPECIFICATIONS.
    - 17.g. IN ALL AREAS TO BE DRILL SEEDED, USE A PASTURE OR RANGELAND TYPE DRILL SEED.
    - 17.h. USE SEPARATE BOXES ON DRILL TO APPLY THE FERTILIZER TO SEED.
    - 17.i. BEFORE PLANTING OPERATIONS BEGIN, FURNISH SEED TAGS FROM SEED SUPPLIER, SEED TAGS MUST SHOW PERCENT PURITY, PERCENT GERMINATION, AND DATE SEED WAS HARVESTED. SUBMIT SEED TAGS TO PROTECT ENGINEER FOR VERIFICATION OF APPROPRIATE POUNDS P.L.S./ ACRE RATES.
    - 17.j. SPRAY EVENLY WITH WATER EQUIVALENT TO A MINIMUM UNIFORM WATER VOLUME DEPTH OF 0.2 INCHES (0.2") FOR THE ENTIRE DISTURBED AREA AT A RATE OF NO LESS THAN ONCE (1) A DATE FOR TEN (10) CONSECUTIVE DAYS AFTER PLACEMENT AND SEEDING.
    - 17.k. PROVIDE SEED MIXTURES LISTED AT APPROPRIATE RATES DURING SPECIFIED SEASON:
        - 17.k.a. SEED MIX TOTALING 20LBS P.L.S./ ACRE WHEN SEEDING BETWEEN OCTOBER AND FEBRUARY:

VARIETY	LBS, P.L.S./ ACRE
RYEGRASS (ANNUAL)	8.0
WESTERN WHEATGRASS	2.0
MILLET	2.0
SIDEOATS GRAMA	1.5
KLEINGRASS	1.5
BRISTLEGRASS	1.5
BLUE GRAMA	0.5
BUFFALO GRASS	2.0
GREEN SPRANGLETOP	1.0

        - 17.k.b. SEED MIX TOTALING 20LBS P.L.S./ ACRE, WHEN SEEDING BETWEEN MARCH AND SEPTEMBER:

VARIETY	LBS, P.L.S./ ACRE
MILLET	4.0
SIDEOATS GRAMA	3.0
KLEINGRASS	3.0
BRISTLEGRASS	3.0
BLUE GRAMA	1.0
BUFFALO GRASS	4.0
GREEN SPRANGLETOP	2.0

        - 17.k.c. IF SPECIFIED GRASS VARIETY IS NOT AVAILABLE, SUBMIT AVAILABLE SUBSTITUTION TO PROJECT ENGINEER FOR APPROVAL. PERMISSION FOR SUBSTITUTION WILL ONLY BE GRANTED AFTER THE PROJECT ENGINEER IS SATISFIED THAT SPECIFIED GRASS VARIETIES ARE NOT AVAILABLE.
        - 17.k.d. DELIVER ALL FERTILIZER IN BAGS OR CONTAINERS CLEARLY LABELED SHOWING BAG ANALYSIS. PREFERRED ANALYSIS IS 18-3-4. APPLY FERTILIZER AT A RATE THAT ACHIEVES NO LESS THAN 100LBS N_2 / ACRE. APPLY FERTILIZER IN CONJUNCTION WITH SEEDING.
        - 17.k.e. THE CONTRACTOR HAS THE SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE THE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE TO EXISTING OR BETTER CONDITIONS. THIS SHALL BE PAID FOR AT THE CONTRACTOR'S SOLE EXPENSE.
        - 17.k.f. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME, THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.
        - 17.k.g. THE CONTRACTOR IS REQUIRED, AT A MINIMUM, TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF OF THE EROSION CONTROLS PLACED OR WHEN SILT, SEDIMENT, OR OTHER DEBRIS IMPEDE THE EFFECTIVENESS OF EXISTING EROSION CONTROL MEASURES.
        - 17.k.h. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES FROM THE PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE THE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.
        - 17.k.i. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

Know what's **below.** **Call** before you dig.

CITY OF MIDLAND APPROVED 01/26/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, or any City Ordinance, or the City Standard Details & Specifications, or any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, or the City Standard Details & Specifications, or any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the construction documents and other data shall not prevent the Development Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction documents and other data. The Development Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, City Ordinance, the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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REVISIONS	BY	APPR.	DATE
1 LEADER ADJUSTMENT	MAL	12/16/22	12/16/22

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

GENERAL NOTES SHEET

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET **C104**

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GENERAL NOTES

EXISTING INFRASTRUCTURE:

1. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING INFRASTRUCTURE, BOTH PUBLIC AND PRIVATE (INCLUDING CAST IRON FEATURES), FROM ANY DAMAGE DUE TO CONSTRUCTION ACTIVITY NOT CALLED FOR IN THE CONSTRUCTION DRAWING SET. THE CONTRACTOR WILL REPLACE OR REPAIR, AS DIRECTED BY THE CITY, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPAIR OR REPLACEMENT OF DAMAGED ITEMS.
2. EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPAIRED OR REPLACED WITH SAME PAVEMENT SECTION OR BETTER THAN THE EXISTING PAVEMENT SECTION.
3. ALL EXISTING MANHOLES AND VALVES SHALL BE ADJUSTED TO FINISHED ROADWAY ELEVATION, MATCHING THE FINISH CROSS-SLOPE, INCLUDING CONCRETE RINGS AS PER STANDARD DETAILS.
4. SEPARATE CONCRETE RINGS ARE REQUIRED AROUND ALL WATER VALVE AND MANHOLE COVERS, EVEN WHEN THE COVERS ARE LOCATED IN CONCRETE PAVEMENT.
5. EXISTING CONDITIONS ARE SHOWN BASED ON AVAILABLE [AS-BUILT DRAWINGS, PREVIOUS DRAWINGS, CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND/ OR SITE VISITS]. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
6. EXISTING GAS LINES WERE LOCATED FROM [AS-BUILT DRAWINGS, PREVIOUS DRAWINGS, CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND/ OR SITE VISITS]. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
7. EXISTING ELECTRIC LINES WERE LOCATED FROM [AS-BUILT DRAWINGS, PREVIOUS DRAWINGS, CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND/ OR SITE VISITS]. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
8. EXISTING COMMUNICATION LINES WERE LOCATED FROM [AS-BUILT DRAWINGS, PREVIOUS DRAWINGS, CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND/ OR SITE VISITS]. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
9. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH THE PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD, ELECTRIC, POWER, OR PHONE LINES.

CONCRETE CURBS & FLATWORK:

1. CONSTRUCT CONCRETE CURB-AND-GUTTERS, FILLETS, AND VALLEY GUTTERS IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS, AND IN ACCORDANCE WITH CITY OF MIDLAND DETAIL DRAWINGS.
2. CURB-AND-GUTTERS CAN BE MANUALLY FORMED OR SLIPFORMED AND ARE TO BE PLACED SEPARATELY FROM PAVEMENTS EXCEPT FOR FILLETS OR IF OTHERWISE INDICATED IN THE CONSTRUCTION DRAWINGS. FOR FACE OF GUTTER, USE A TEMPLATE CONFORMING TO LINES AND DIMENSIONS SHOWN FOR APPROPRIATE CURB TYPE ON CITY OF MIDLAND STANDARD DETAIL DRAWINGS.
   2.1. PER CITY OF MIDLAND STANDARD DETAIL DRAWINGS: THERE SHALL BE PROVIDED ON THE JOB A METAL SCREED OR MULE DESIGNED TO GIVE PROPER SHAPE TO THE CURB AND GUTTER. IT SHALL BE BENT TO THE EXACT SHAPED OF THE FINISHED CURB AND GUTTER." FOR MANUALLY FORMED CURB AND GUTTER, "IT SHALL BE DESIGNED TO RIDE ON THE FORMS AND WHEN PROPERLY MANIPULATED SHALL LEAVE THE CURB AND GUTTER IN ITS PROPER SHAPED CONDITION. AN 'S' TROWEL SHALL BE USED TO FINISH THE SURFACE AND MINOR IMPERFECTIONS SHALL BE CORRECTED WITH A MASON'S TROWEL.
3. WHEN PLACING CONCRETE FOR CURB-AND-GUTTER, ENSURE THAT GUTTER LINE CONFORMS TO LINES AND GRADES SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS. SET AND MAINTAIN A GUIDELINE TO MONITOR GUTTER LINE.
4. WHEN PLACING CONCRETE FOR SIDEWALKS, PEDESTRIAN RAMPS, AND OTHER FLATWORK, ENSURE THAT FORMWORK IS STABLE AND IS NOT PUSHED, BUMPED, OR SHOVED DURING PLACEMENT ACTIVITIES. AFTER PLACEMENT AND FINISHING, BUT BEFORE CONCRETE SETS, ENSURE THAT LINES AND GRADES, ESPECIALLY CROSS-SLOPES, COMPLY WITH THOSE SHOWN AND SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS.
5. WHEN PLACED SEPARATELY FROM PAVEMENTS, TOOL JOINTS IN CURB-AND-GUTTERS, TAKING CARE NOT TO PULL PLASTIC CONCRETE OUT OF LINE WHEN RELEASING TOOL. IF PAVEMENT IS CONCRETE, MATCH JOINT LOCATIONS WITH PAVEMENT JOINTS. OTHERWISE, SPACED TOOLED CONTROLED JOINTS NO MORE THAN 10-LF AND NO LESS THAN 2-LF IN CURB-AND-GUTTERS; SUBSTITUTE AN EXPANSION JOINT FOR EVERY 6TH CONTROL JOINT. PROVIDE EXPANSION JOINTS BETWEEN NEW CURB-AND-GUTTERS AND EXISTING CURB-AND-GUTTERS.
6. CONSTRUCT PEDESTRIAN RAMPS IN COMPLIANCE WITH ADA RULES AND REGULATIONS AND CITY OF MIDLAND SPECIFICATIONS AND DETAILS.

PAVING AND CONCRETE:

1. SAWCUT AND REMOVE EXISTING ASPHALTIC PAVEMENT AT PROJECT OR DAILY LIMITS BY AN APPROVED METHOD. BEFORE PAVING, THE EXISTING SURFACE WILL BE SAW CUT AT LEAST 6 INCHES BEYOND ALL SIDES OF THE LIMITS OF BROKEN OR UNDERMINED PAVEMENT. SQUARE OFF EDGES OF THE SURFACE PAVEMENT TO A 90 DEGREE ANGLE TO THE ROADWAY CENTERLINE. OFFSET THE JOINT IN THE SURFACE COURSE FROM THE LANE LINES BY 6 INCHES. WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET THE JOINT BY 6 INCHES INTO EITHER LANE.
2. ENSURE PAVEMENT IS CONSTRUCTED FLUSH WITH LIP OF CURB.
3. CONTRACTOR WILL SEAL ALL CONCRETE PAVEMENT JOINTS. THIS DOES NOT INCLUDE PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR JOINTS BETWEEN CURBS.
4. USE AND PLACE APPROVED EXPANSION JOINT MATERIAL BETWEEN THE EXISTING CURB AND THE PROPOSED CURB, AND WHERE SHOWN ON PLANS.
5. CONSTRUCT CONCRETE PAVEMENT IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS.
6. MAINTAIN SUBGRADE OF BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION, IN CONFORMANCE WITH THE APPLICABLE CITY OF MIDLAND SPECIFICATIONS, AND ESTABLISHED LINE AND GRADE, UNTIL CONCRETE IS PLACED. KEEP SUBGRADE OR BASE DAMP WITH WATER UNTIL CONCRETE IS PLACED.
7. PLACE CONCRETE WITHIN 45 MINUTES OF BATCHING. USE VIBRATORY EQUIPMENT TO CONSOLIDATE CONCRETE; DO NOT USE VIBRATORY EQUIPMENT TO DISTRIBUTE CONCRETE. SEGREGATED CONCRETE IS SUBJECT TO REJECTION. SAWCUT ALL CONTROL JOINTS. JOINT SPACING TO BE A MINIMUM 10'x10' AND MAXIMUM OF 15'x15' TYPICALLY. JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURBS OR CONCRETE EDGES.
8. EXISTING BENCHMARK LOCATION SPECIFIED ON PLANS. SEE SHEETS C140A - C147.
9. EXISTING CONTROL POINTS SPECIFIED ON PLANS. SEE SHEETS C140A - C147.
10. ALL DIMENSIONS MEASURED TO THE CURB ARE MEASURED TO THE BACK-OF-CURB
11. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
12. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 3.0-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0 CUBIC YARD OF CONCRETE PLACED (3.0 LBS/ 1.0 CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.
13. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
14. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR AL GRADE DAYLIGHTING.
15. ALL EXISTING BASE COURSE MATERIAL OR MATERIAL REMIANING AFTER EXCAVATION ARE TO BE PROOF ROLLED WITH A MINIMUM OF TWENTY-FIVE (25) TON PNEUMATIC ROLLER PRIOR TO ANY PAVING ACTIVITY TAKING PLACE. EXCAVATE ANY SOFT MATERIAL AND SCARIFY EXCAVATED AREA PLUS SUFFICIENT DISTANCE BEYOND TO ENSURE PROPER MIXING AND BONDING.
16. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS
17. PRIOR TO PAVING ACTIVITIES, APPLY PRIME COAT UNIFORMLY ON TOP OF ALL PREPARED FLEXIBLE BASE COURSE SURFACES. ADDITIONALLY, APPLY PRIME COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF THE CURB.
18. APPLY TACK COAT UNIFORMLY TO ALL INTERMEDIATE ASPHALT PAVEMENT COURSES WHOSE SURFACE IS SCHEDULED TO RECEIVE AN OVERLAYING COURSE OF ASPHALT PAVEMENT. ADDITIONALLY, APPLY TACK COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF CURB.
19. BLOT AREAS SHOWING AN EXCESS OF PRIME COAT OR TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND **REMOVE THE BLOTTING MATERIAL BEFORE PAVING**.
20. CONCRETE FLARES SHOWN IN ALLEY APPROACH ARE TO BE INSTALLED. NOTIFY ENGINEER IF CONCFLICT WITH FLARES IS DISCOVERED IN FIELD.
21. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%
22. PAVEMENT PLACEMENT AREAS AND BOUNDARIES ARE IDENTICAL TO PAVEMENT REMOVAL AREAS AND BOUNDARIES BETWEEN EXISTING CURBS. TYPICAL PAVEMENT PATCH WIDTH IS 37'.
23. LAY-DOWN OPERATIONS:
   23.a. IN ADDITION TO OTHER REQUIREMENTS SPECIFIED IN CITY OF MIDLAND SPECIFICATIONS, PROVIDE ASPHALT PAVERS THAT DO NOT SUPPORT WEIGHT OF ANY PORTION OF HAULING EQUIPMENT OTHER THAN CONNECTION.
   23.b. OFFSET JOINTS IN SURFACE COURSE FROM LANE LINES BY SIX INCHES (6"). WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET JOINT BY SIX INCHES (6") INTO EITHER LANE.
   23.c. MAINTAIN SUBGRADE OR BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION AND KEEP DAMP WITH WATER UNTIL CONCRETE PAVEMENT IS PLACED.
   23.d. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB-AND-GUTTER.
   23.e. CONCRETE FILLETS ARE TO BE PLACED INTEGRAL WITH ADJACENT CONCRETE CURB..
   23.f. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

Know what's **below.** **Call** before you dig.

CITY OF MIDLAND APPROVED 01/26/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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REVISIONS	BY	APPR.	DATE
1 LEADER-ADJUSTMENT	MAL	12/16/22	12/16/22

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/03/2022
JOB: 21-0159

GENERAL NOTES SHEET

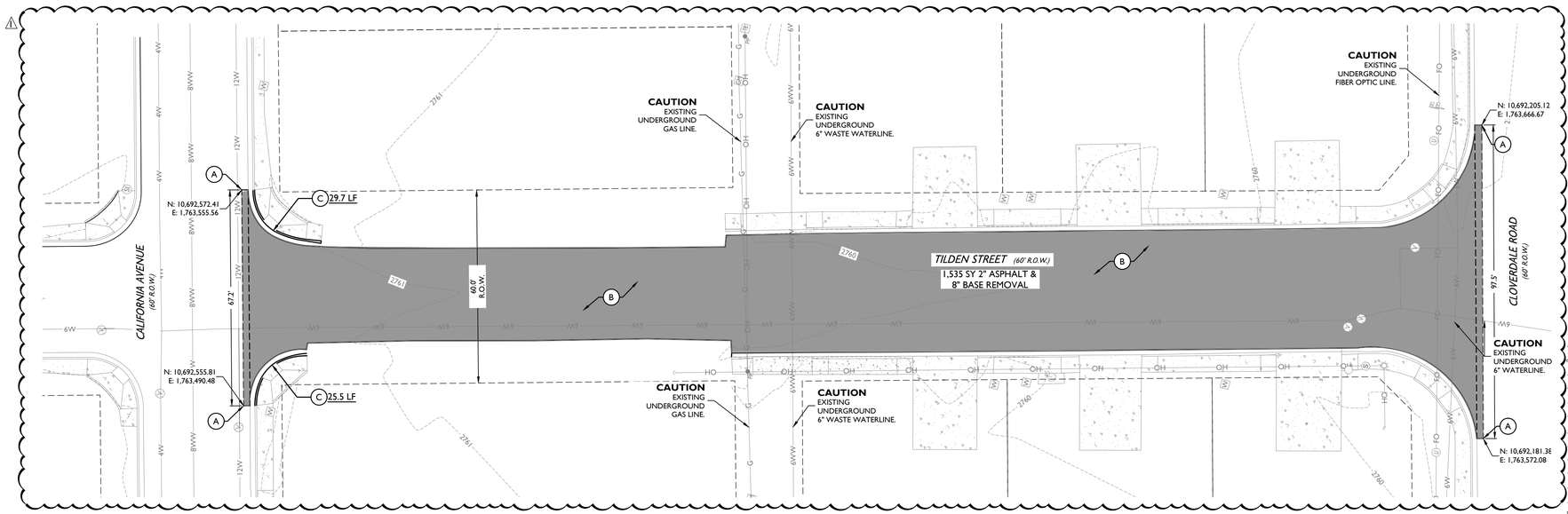
COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C105

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F:\2021\21018\CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21018 C105 GENERAL NOTES SHEET.DWG



0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
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DEMO KEY NOTES:

TYP. (A) CONTRACTOR IS TO SAWCUT NEATLY ALONG ASPHALT EDGE AND AS SHOWN. CONTRACTOR IS TO TAKE EXTRA CARE NOT TO DAMAGE PAVEMENT WITH VEHICLE TRAFFIC OR EQUIPMENT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. ANY DAMAGE TO THE EDGE OF PAVEMENT WILL REQUIRE A SAWCUT AND THE REMOVAL OF TWO (2) FEET MINIMUM ASPHALT FROM EXISTING CURB AND GUTTER LIP. CONTRACTOR IS TO CLEANLY TIE INTO EXISTING CURB. DETERMINATION OF EXACT LOCATION MAY NEED TO BE FIELD VERIFIED BY CONTRACTOR. CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY DAMAGE OR TIE IN PROBLEMS. ANY DAMAGE TO NEW PAVEMENT WILL BE CONSIDERED A TOTAL LOSS, AND IS TO BE REPAIRED FULL DEPTH FROM CURB TO CURB FOR A LENGTH DETERMINED BY THE CITY ENGINEER (UP TO ONE CITY BLOCK) AT THE SOLE EXPENSE OF THE CONTRACTOR.SEE PAVING PLAN, SHEET C210, FOR MORE DETAILS.

B. REMOVE EXISTING BASE ASPHALT PAVEMENT UP TO EXISTING EDGE OF PAVEMENT.

C. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER

D. EXISTING CONCRETE PAVEMENT LIMITS TO BE REMOVED AND REPLACED WITH PROPOSED VALLEY GUTTER.

E. ALL CURB AND GUTTER AND SIDEWALK TO BE REMOVED TO THE PROPERTY LINE.

F. DEMOLISH AND REMOVE EXISTING DRIVEWAY UP TO PROPERTY LINE.

G. DEMOLISH AND REMOVE EXISTING SIDEWALK.

H. DEMOLISH AND REMOVE EXISTING HANDICAP RAMP.

I. APPROXIMATE LOCATION OF EXISTING TREES TO BE REMOVED.

J. DEMOLISH EXISTING FENCE TO SHOWN LIMITS.

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- DEMOLISHED MATERIALS WILL BECOME THE PROPERTY OF THE CONTRACTOR, EXCEPT WHERE SALVAGE MATERIALS ARE NOTED OTHERWISE.
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CITY OF MIDLAND
APPROVED
01/26/2023
ENGINEERING

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△	REVISIONS	BY	APPR.	DATE
1	ADDRESSING MICHAEL HESTER'S COMMENTS - 01/19/2023			

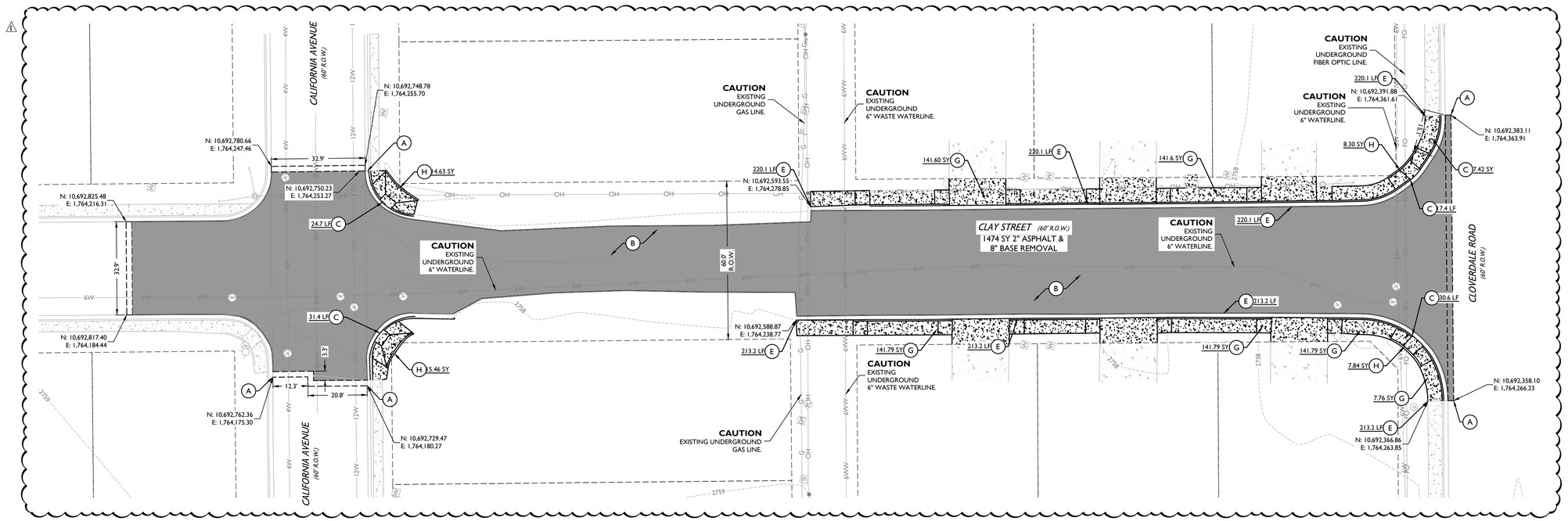
DRAWN BY: JAR III
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

TILDEN STREET DEMOLITION PLAN
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C120

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F:\2021\21-0158\CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0158 C120 TILDEN STREET DEMOLITION PLAN.DWG



0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

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APPROVED
01/26/2023
ENGINEERING

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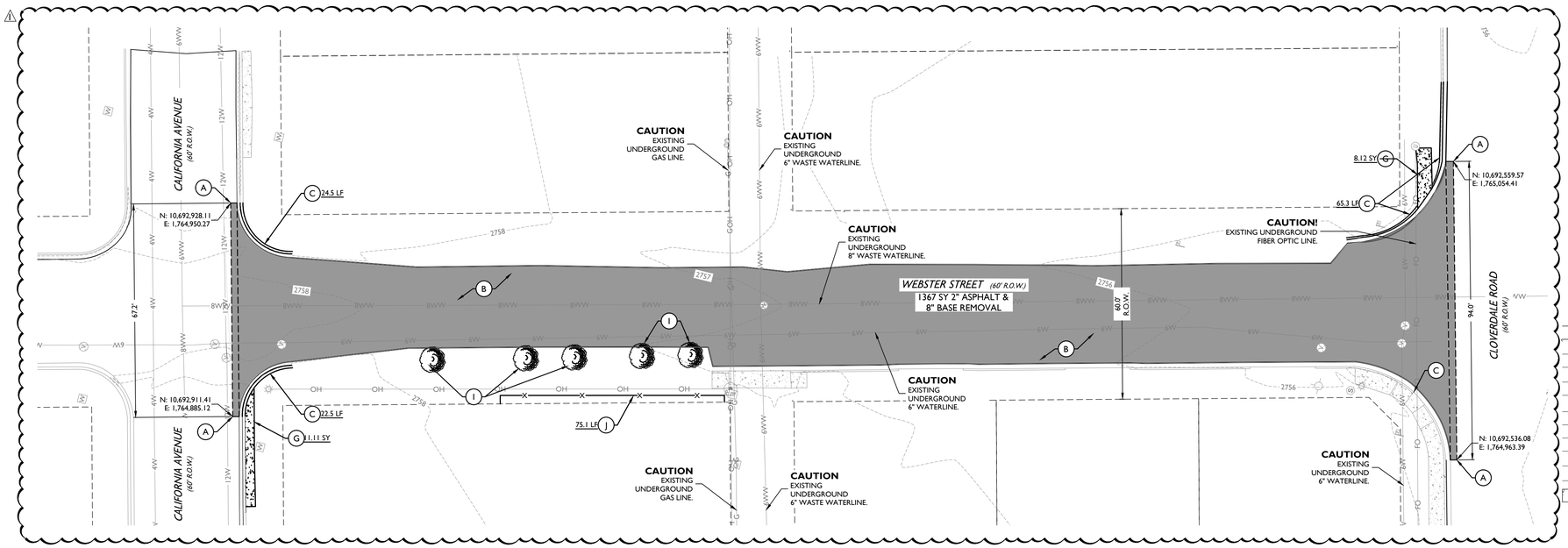
CLAY STREET DEMOLITION PLAN
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- DENOTES EXISTING SIDEWALK

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- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE EPA'S NPDES REGULATIONS 40-CFR-123, AND 40-CFR-123, AND 40-CFR-124 CONCERNING EROSION AND SEDIMENT CONTROL.
- AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- CONTRACTOR TO INFORM CITY OF MIDLAND OF ANY EXISTING TOPOGRAPHY SUCH AS POWER POLES, STREET LIGHTS, STREET SIGNS, WATER VALVES, WATER METERS, GAS METERS, ELECTRIC METERS, ETC. IN THE RIGHT-OF-WAY THAT WILL CONFLICT WITH THE DESIGN.

DEMO KEY NOTES:

TYP. (A) CONTRACTOR IS TO SAWCUT NEATLY ALONG ASPHALT EDGE AND AS SHOWN. CONTRACTOR IS TO TAKE EXTRA CARE NOT TO DAMAGE PAVEMENT WITH VEHICLE TRAFFIC OR EQUIPMENT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. ANY DAMAGE TO THE EDGE OF PAVEMENT WILL REQUIRE A SAWCUT AND THE REMOVAL OF TWO (2) FEET MINIMUM ASPHALT FROM EXISTING CURB AND GUTTER LIP. CONTRACTOR IS TO CLEANLY TIE INTO EXISTING CURB. DETERMINATION OF EXACT LOCATION MAY NEED TO BE FIELD VERIFIED BY CONTRACTOR. CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY DAMAGE OR TIE IN PROBLEMS. ANY DAMAGE TO NEW PAVEMENT WILL BE CONSIDERED A TOTAL LOSS, AND IS TO BE REPAIRED FULL DEPTH FROM CURB TO CURB FOR A LENGTH DETERMINED BY THE CITY ENGINEER (UP TO ONE CITY BLOCK) AT THE SOLE EXPENSE OF THE CONTRACTOR.SEE PAVING PLAN, SHEET C210, FOR MORE DETAILS.

B. REMOVE EXISTING BASE ASPHALT PAVEMENT UP TO EXISTING EDGE OF PAVEMENT.

C. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER

D. EXISTING CONCRETE PAVEMENT LIMITS TO BE REMOVED AND REPLACED WITH PROPOSED VALLEY GUTTER.

E. ALL CURB AND GUTTER AND SIDEWALK TO BE REMOVED TO THE PROPERTY LINE.

F. DEMOLISH AND REMOVE EXISTING DRIVEWAY UP TO PROPERTY LINE.

G. DEMOLISH AND REMOVE EXISTING SIDEWALK.

H. DEMOLISH AND REMOVE EXISTING HANDICAP RAMP.

I. APPROXIMATE LOCATION OF EXISTING TREES TO BE REMOVED.

J. DEMOLISH EXISTING FENCE TO SHOWN LIMITS.

GENERAL DEMO NOTES:

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- ALL SAW-CUTS FOR PAVEMENT FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.
- NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM THE ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGED OR REMOVED BY THE CONTRACTOR THAT IS NOT NOTED ON THIS SHEET MUST BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S SOLE EXPENSE.
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- EXISTING TREES NEAR THE PROJECT SITE SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES, AND THE CONTRACTOR IS DIRECTED TO MAKE SURE EXISTING TREES ARE NOT DAMAGED DURING PROJECT OPERATIONS.
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CITY OF MIDLAND APPROVED ENGINEERING 01/26/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of the APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland Code of Ordinances, the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City of Midland Code of Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of the APPROVAL based on the construction drawings and other data shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department may also stop construction upon any City infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE
1 ADDRESSING MICHAEL HESTER'S COMMENTS - 01/19/2023			

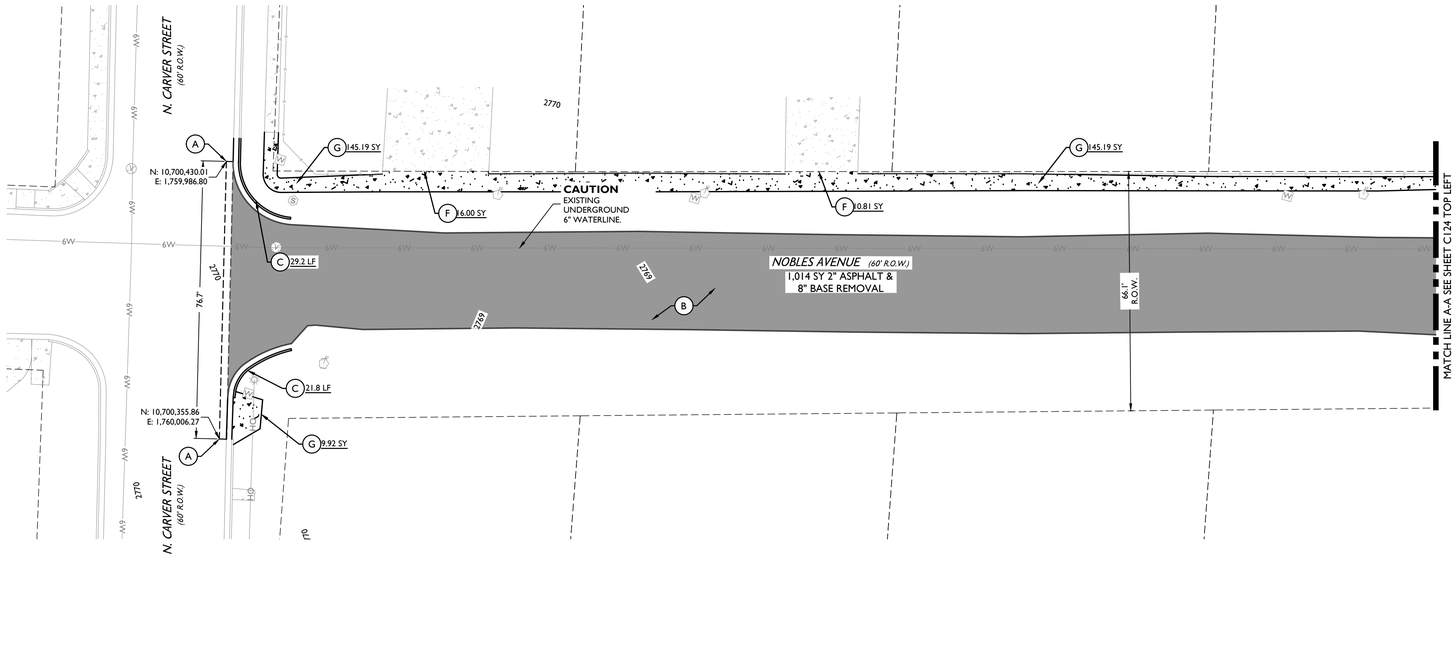
DRAWN BY: JAR III
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

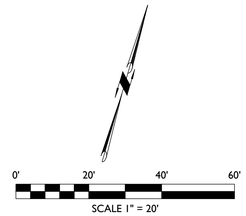
WEBSTER STREET DEMOLITION PLAN
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C122

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F:\2021\21015B\CITY OF MIDLAND\ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21015B C122 WEBSTER STREET DEMOLITION PLAN.DWG





LEGEND

- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- DENOTES EXISTING OVERHEAD ELECTRIC LINE

GENERAL NOTES

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CITY OF MIDLAND
APPROVED
01/26/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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BY	APPR.	DATE

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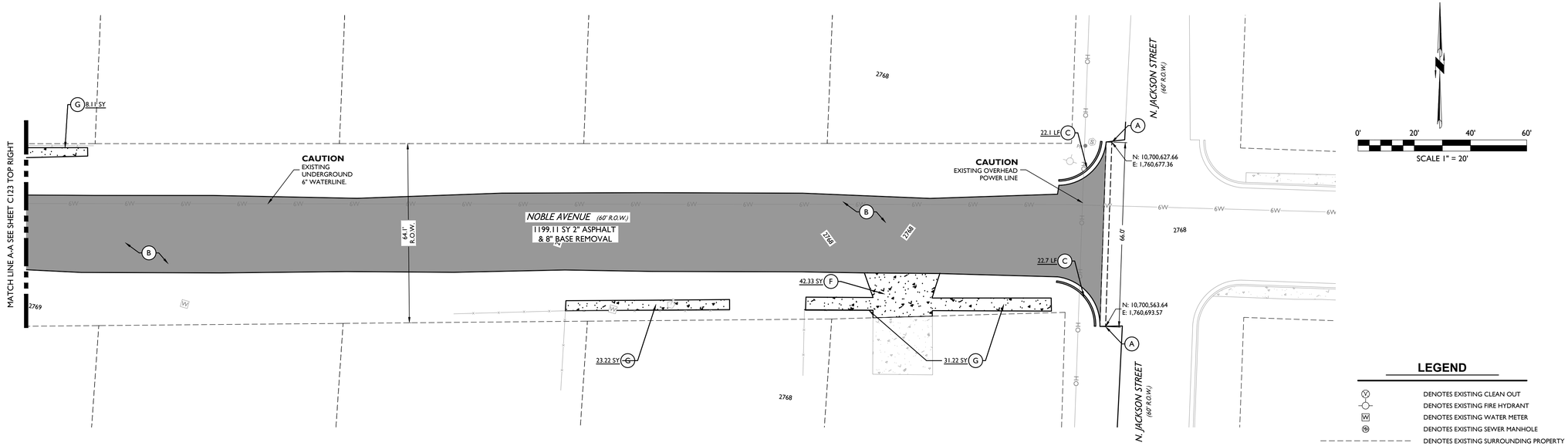
DRAWN BY: JAR III
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

NOBLES AVENUE DEMOLITION PLAN
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C123

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LEGEND

- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
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CITY OF MIDLAND APPROVED ENGINEERING 01/26/2023

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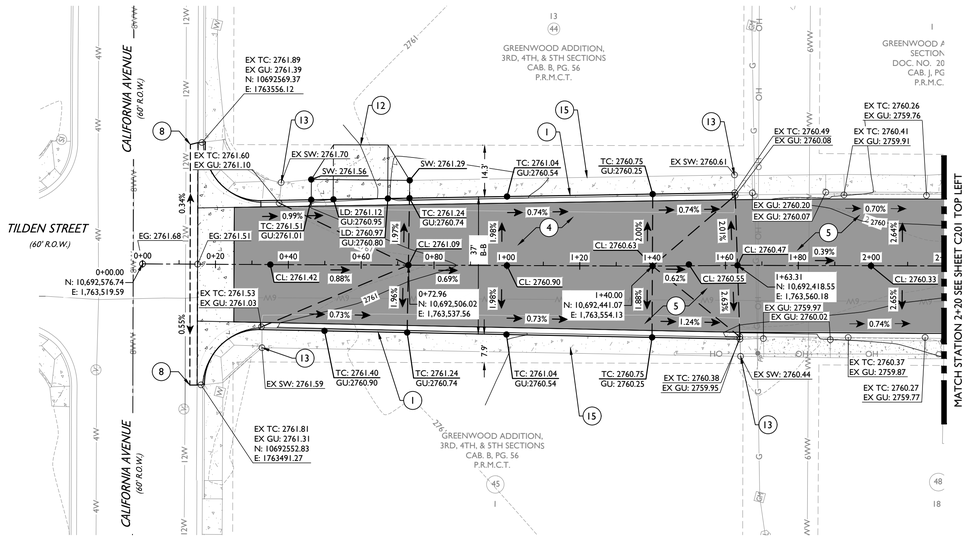
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CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
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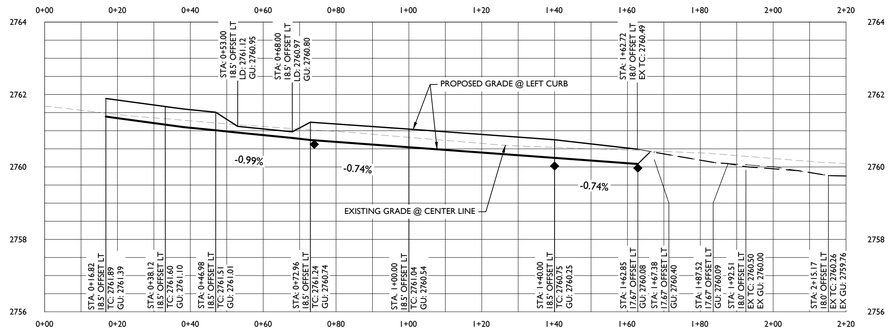
NOBLES AVENUE DEMOLITION PLAN
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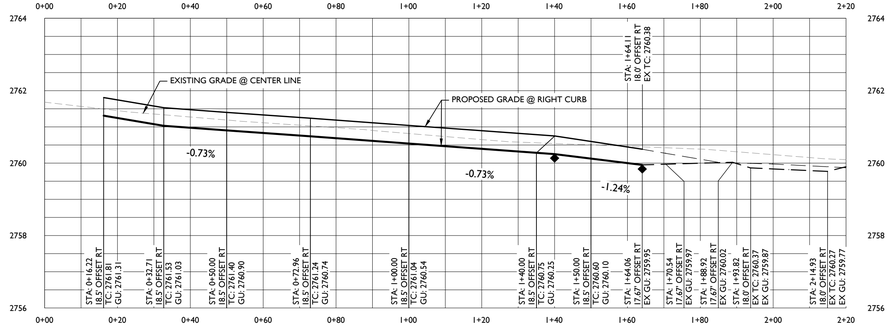
STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C124

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F:\2021\21-0158-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0158 C200 TILDEN STREET PLAN AND PROFILE.DWG

0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 8W — DENOTES EXISTING 8" WATER LINE
- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
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CITY OF MIDLAND
APPROVED
01/26/2023
ENGINEERING

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Know what's below.
Call before you dig.

PAVING CONSTRUCTION NOTES

Typ. (1) CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DETAIL 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300.

2. CONSTRUCT FILLETS (RADIUS= 15.0' UNLESS NOTED ON PLANS) PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
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5. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT STREET SECTION (C-CROWN) PER DETAIL 201 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. MATCH EXISTING GRADE. EXISTING CURB AND GUTTER TO BE PROTECTED IN PLACE.SEE SHEET C300.
6. CONSTRUCT 5' SIDEWALK AT BACK OF CURB PER CITY OF MIDLAND DETAIL 225. SEE SHEET C302.
7. CONSTRUCT DIAGONAL CURB RAMP PER DETAIL 229 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.
8. SAW CUT EXISTING CURB AND PAVEMENT AS SHOWN TO MATCH EXISTING. CONTRACTOR TO DETERMINE EXACT LOCATION.
9. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION OF EXISTING STREET SIGN.
10. CONTRACTOR TO COORDINATE WITH FRANCHISE UTILITIES FOR REMOVAL AND RELOCATION OF MAIL BOXES EXISTING POWER POLE, STREET LIGHT, GAS METER, AND OTHER PRIVATE UTILITY. CITY OF MIDLAND TO BE PROMPTLY NOTIFIED OF ANY ISSUES.
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12. CONSTRUCT DRIVEWAY APPROACH (WIDTH PER PLANS) PER DETAILS 220(A) & 220(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
13. REMOVE EXISTING SIDEWALK TO NEAREST JOINT. SIDEWALK IS TO BE SAWCUT FULL DEPTH. PLACE NEW SIDEWALK UP TO CUT WITH EXPANSION JOINT MATERIAL PER SIDEWALK DETAIL.
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BY	APPR.	DATE

Δ	REVISIONS
1	ADDRESSING MICHAEL HESTER'S COMMENTS - 01/19/2023

DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

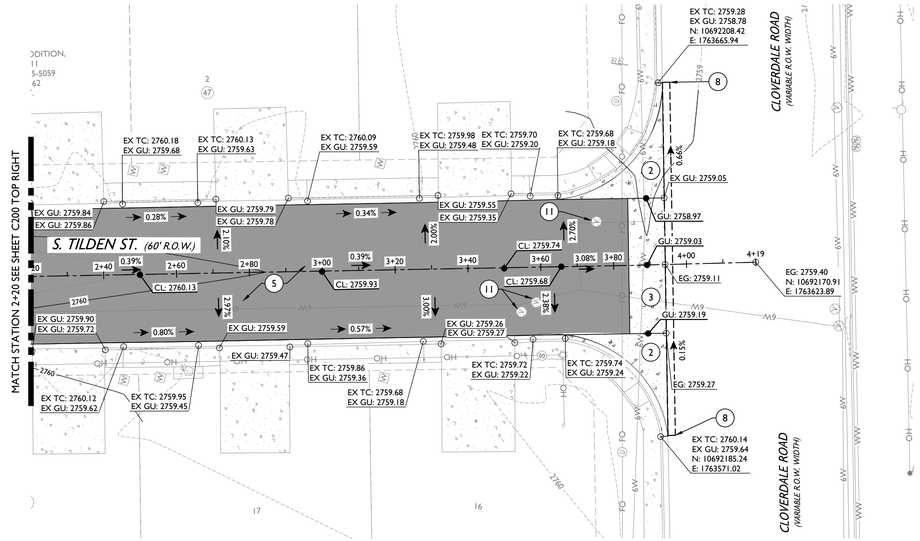
TILDEN STREET PLAN AND PROFILE

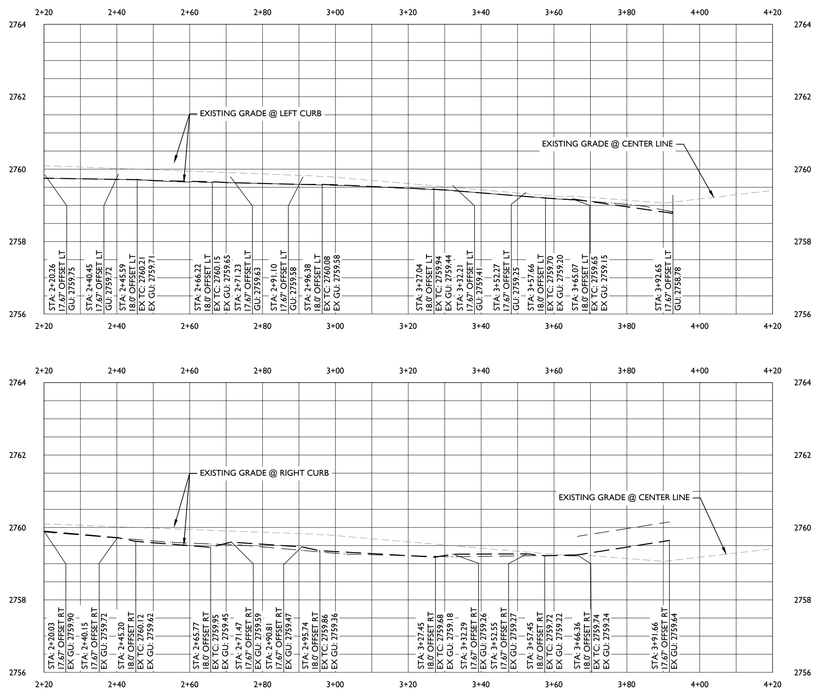
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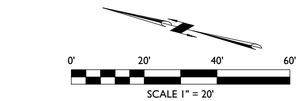
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C200







LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 8W — DENOTES EXISTING 8" WATER LINE
- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK

GENERAL NOTES

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE EPA'S NPDES REGULATIONS 40-CFR-123, AND 40-CFR-123, AND 40-CFR-124 CONCERNING EROSION AND SEDIMENT CONTROL.
- AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- CONTRACTOR TO INFORM CITY OF MIDLAND OF ANY EXISTING TOPOGRAPHY SUCH AS POWER POLES, STREET LIGHTS, STREET SIGNS, WATER VALVES, WATER METERS, GAS METERS, ELECTRIC METERS, ETC. IN THE RIGHT-OF-WAY THAT WILL CONFLICT WITH THE DESIGN.

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CITY OF MIDLAND APPROVED 01/26/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance of this APPROVAL shall not be construed to be an authorization by any subdivider or any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the submitted plans, shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and/or plans, or from preventing erroneous construction or violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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DRAWN BY: JAR II
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TILDEN STREET PLAN AND PROFILE

TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE

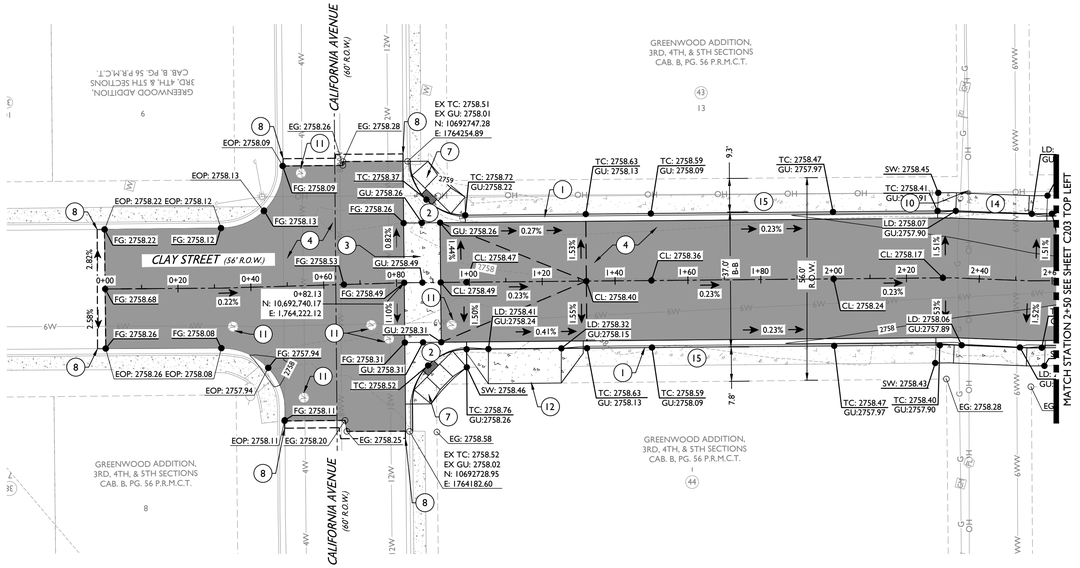
CITY OF MIDLAND, TEXAS

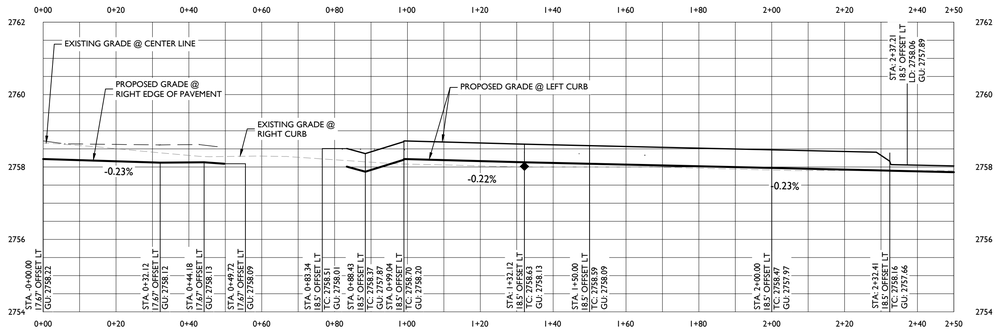
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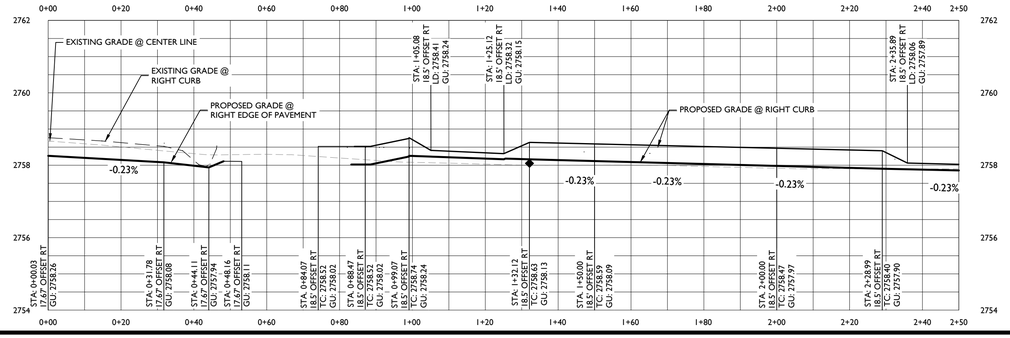
SHEET C201

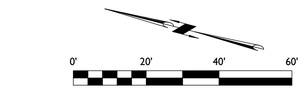
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F:\2021\21-0158-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING (2021)\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0158 C201 TILDEN STREET PLAN AND PROFILE.DWG









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- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
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CITY OF MIDLAND TEXAS APPROVED 01/26/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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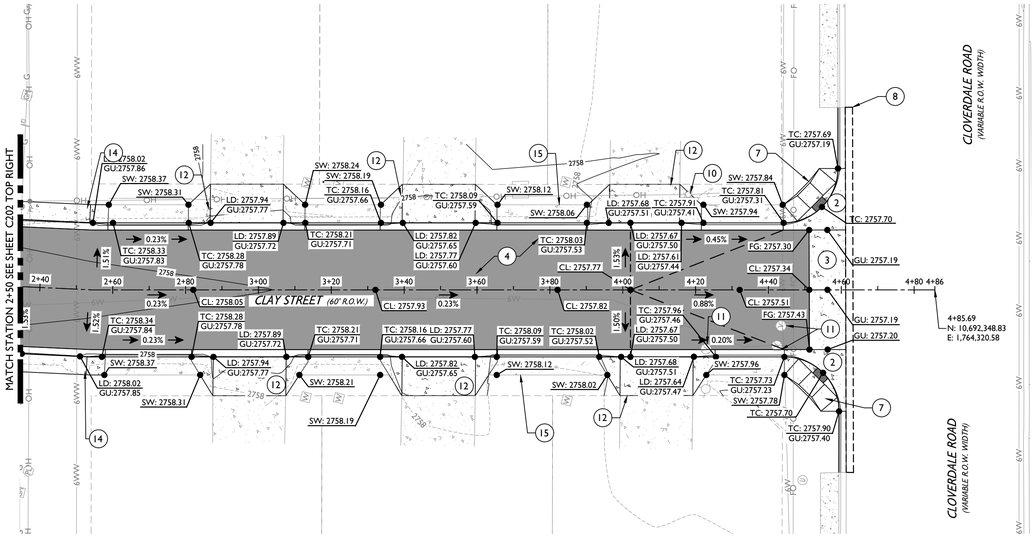
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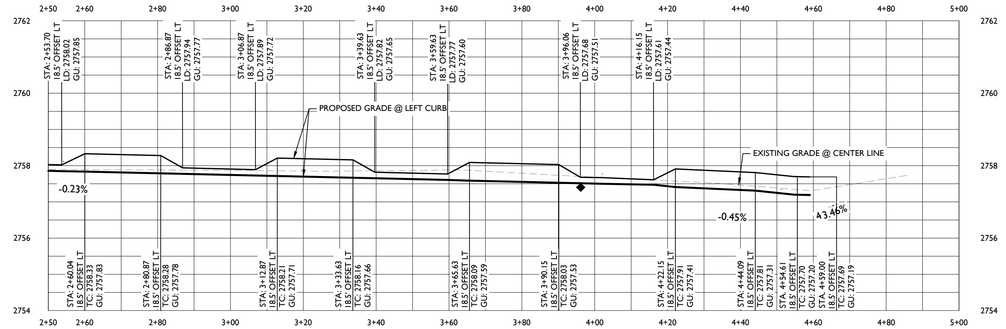
CLAY STREET PLAN AND PROFILE
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CITY OF MIDLAND, TEXAS

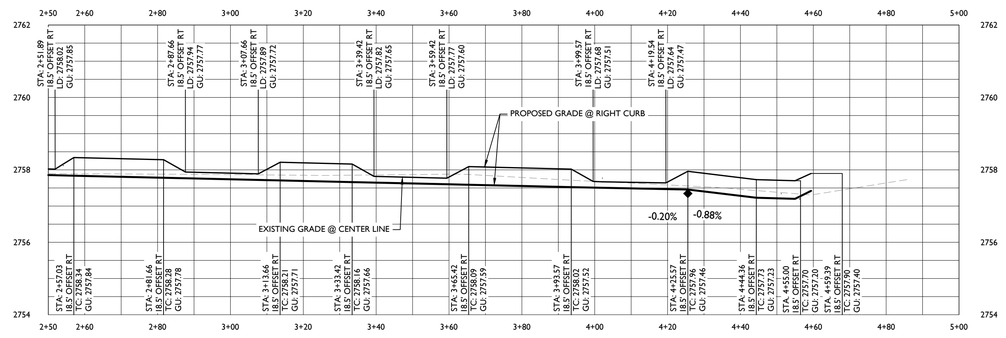
STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C202

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F:\2021\21-0158-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0158 C202 CLAY STREET PLAN AND PROFILE.DWG







0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
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CITY OF MIDLAND
APPROVED
01/26/2023
ENGINEERING

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6. CONSTRUCT 5' SIDEWALK AT BACK OF CURB PER CITY OF MIDLAND DETAIL 225. SEE SHEET C302.
7. CONSTRUCT DIAGONAL CURB RAMP PER DETAIL 229 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.
8. SAW CUT EXISTING CURB AND PAVEMENT AS SHOWN TO MATCH EXISTING. CONTRACTOR TO DETERMINE EXACT LOCATION.
9. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION OF EXISTING STREET SIGN.
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11. CONTRACTOR TO ADJUST EXISTING MANHOLE FRAME AND COVER, EXISTING VALVE BOX, EXISTING WATER METER BOX TO FINAL GRADE.
12. CONSTRUCT DRIVEWAY APPROACH (WIDTH PER PLANS) PER DETAILS 220(A) & 220(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
13. REMOVE EXISTING SIDEWALK TO NEAREST JOINT. SIDEWALK IS TO BE SAWCUT FULL DEPTH. PLACE NEW SIDEWALK UP TO CUT WITH EXPANSION JOINT MATERIAL PER SIDEWALK DETAIL.
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BY	APPR.	DATE

Δ	REVISIONS
1	ADDRESSING MICHAEL HESTER'S COMMENTS - 01/19/2023

DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

CLAY STREET PLAN AND PROFILE

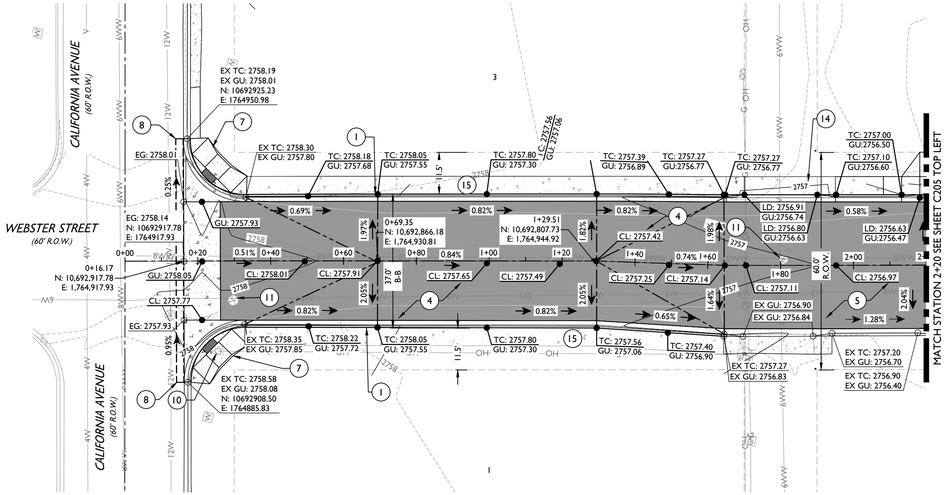
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE

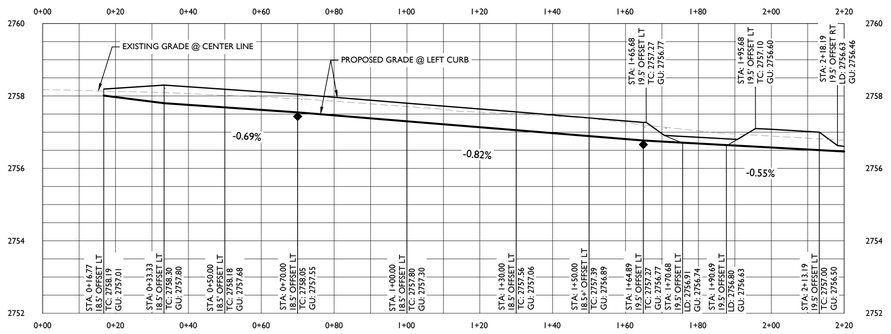
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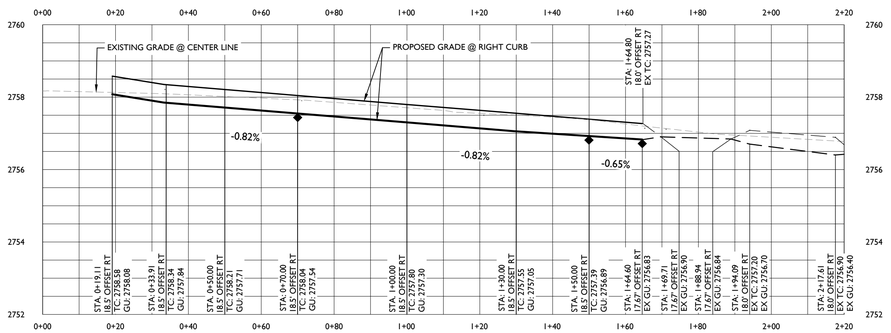
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

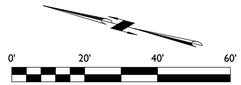
SHEET C203

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SCALE 1" = 20'

LEGEND

(V)	DENOTES EXISTING CLEAN OUT
	DENOTES EXISTING FIRE HYDRANT
(W)	DENOTES EXISTING WATER METER
(M)	DENOTES EXISTING SEWER MANHOLE
	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
FG	DENOTES PROPOSED FINISHED GRADE

GENERAL NOTES

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CITY OF MIDLAND
APPROVED
01/26/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland's Code of Ordinances, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City of Midland's Code of Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland Jurisdiction shall not be valid. The approval of any construction plan, or other construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of public improvements found in violation of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland Jurisdiction.

811
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DRAWN BY: JAR II
CHECKED BY: ALM
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JOb 21-0158

WEBSTER STREET PLAN AND PROFILE

TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE

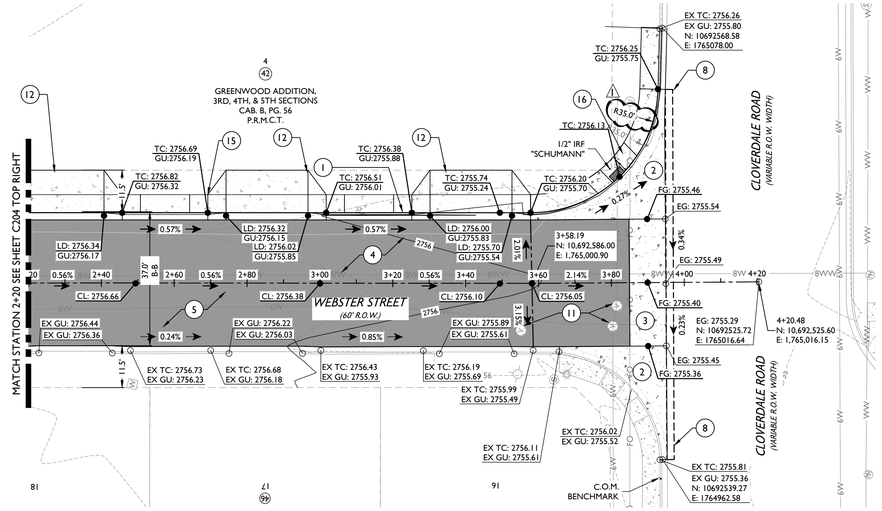
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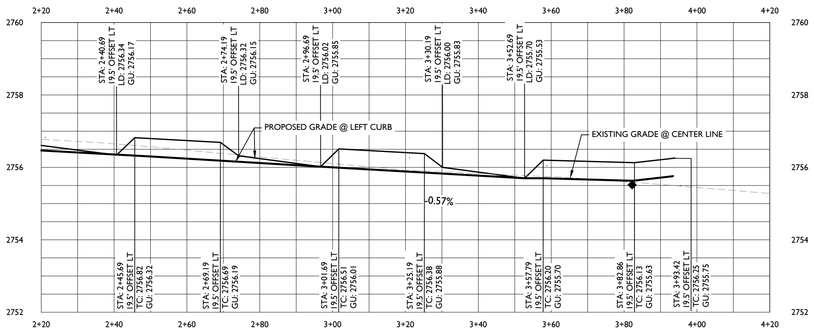
STATE OF TEXAS
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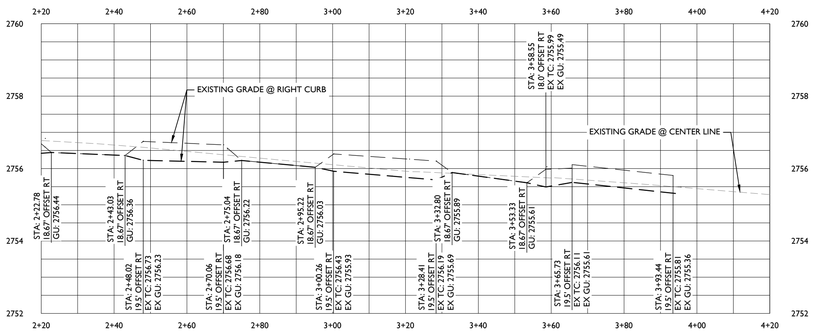
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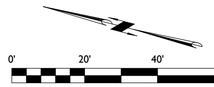
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LEGEND

	DENOTES EXISTING CLEAN OUT
	DENOTES EXISTING FIRE HYDRANT
	DENOTES EXISTING WATER METER
	DENOTES EXISTING SEWER MANHOLE
	DENOTES EXISTING SURROUNDING PROPERTY
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CITY OF MIDLAND APPROVED 01/26/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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WEBSTER STREET PLAN AND PROFILE

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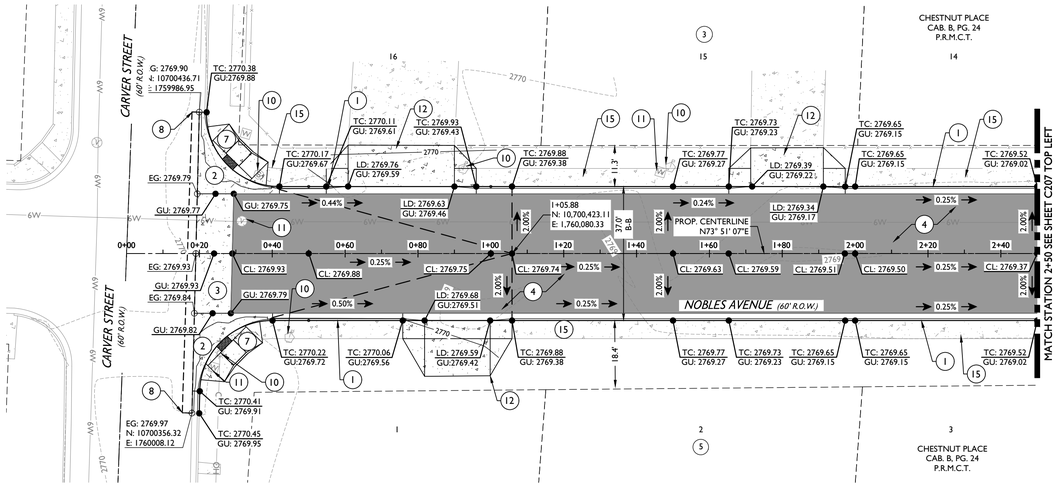
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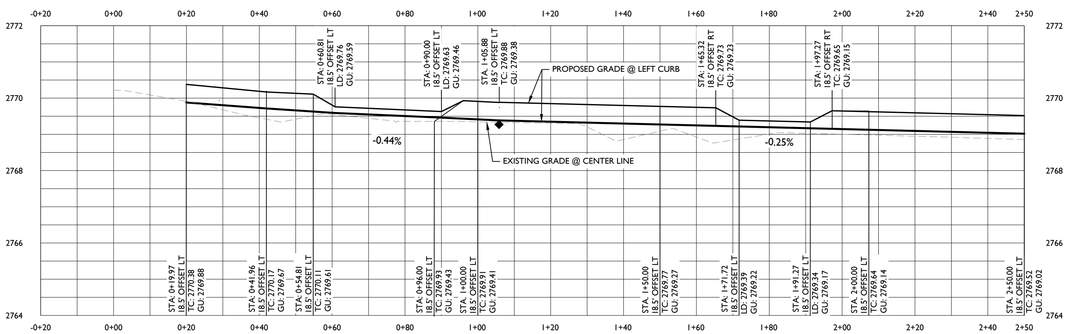
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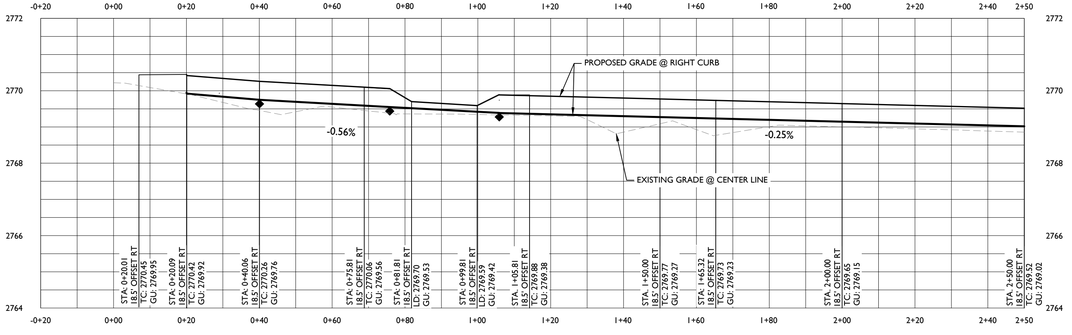
SHEET C205

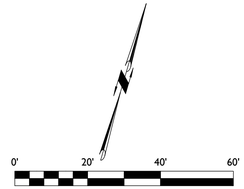
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LEGEND

V	DENOTES EXISTING CLEAN OUT
	DENOTES EXISTING FIRE HYDRANT
W	DENOTES EXISTING WATER METER
M	DENOTES EXISTING SEWER MANHOLE
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9. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION OF EXISTING STREET SIGN.
10. CONTRACTOR TO COORDINATE WITH FRANCHISE UTILITIES FOR REMOVAL AND RELOCATION OF MAIL BOXES EXISTING POWER POLE, STREET LIGHT, GAS METER, AND OTHER PRIVATE UTILITY. CITY OF MIDLAND TO BE PROMPTLY NOTIFIED OF ANY ISSUES.
11. CONTRACTOR TO ADJUST EXISTING MANHOLE FRAME AND COVER, EXISTING VALVE BOX, EXISTING WATER METER BOX TO FINAL GRADE.
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13. REMOVE EXISTING SIDEWALK TO NEAREST JOINT. SIDEWALK IS TO BE SAWCUT FULL DEPTH. PLACE NEW SIDEWALK UP TO CUT WITH EXPANSION JOINT MATERIAL PER SIDEWALK DETAIL.
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CITY OF MIDLAND TEXAS
APPROVED
01/26/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Code, of any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City. The issuance of this APPROVAL shall not prevent the City from: (a) citing for or pursuit the provisions of all of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City; or (b) from revoking and shall not be valid. The issuance of this APPROVAL based on the construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department may order the construction or use of City infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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BY	APPR.	DATE

1	ADDRESSING MICHAEL HESTER'S COMMENTS - 01/19/2023	
Δ	REVISIONS	

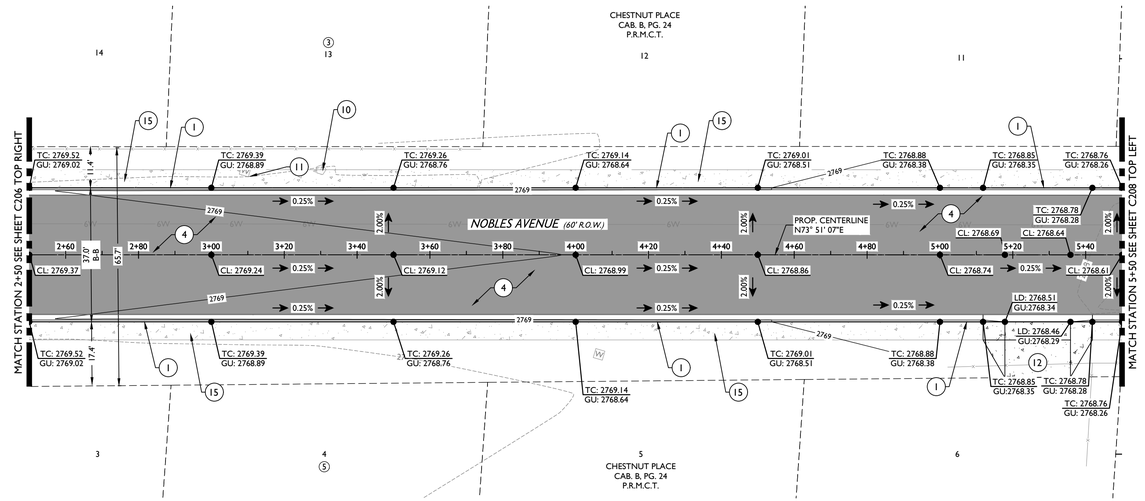
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DATE: 02/01/2022
JOb: 21-0158

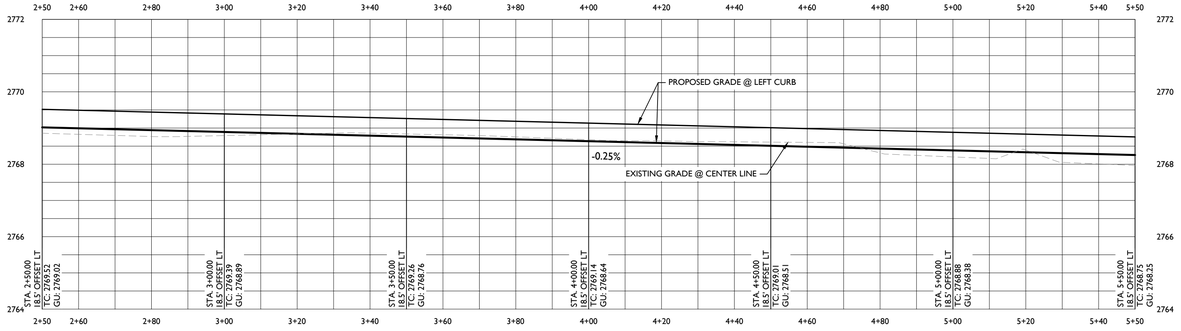
NOBLES AVENUE PLAN AND PROFILE
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

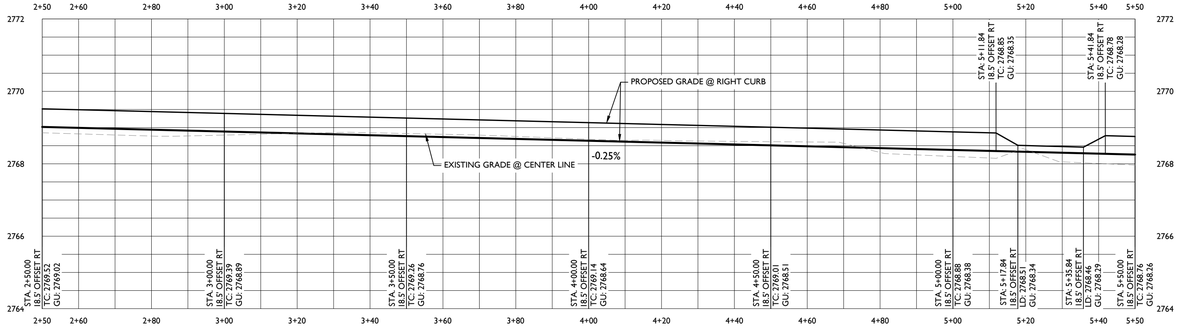
STATE OF TEXAS
ANDREW L. MELLEN
106572
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PROFESSIONAL ENGINEER
10/05/2022

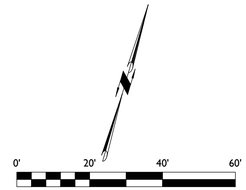
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LEGEND

V	DENOTES EXISTING CLEAN OUT
	DENOTES EXISTING FIRE HYDRANT
W	DENOTES EXISTING WATER METER
M	DENOTES EXISTING SEWER MANHOLE
	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
FG	DENOTES PROPOSED FINISHED GRADE

GENERAL NOTES

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE EPA'S NPDES REGULATIONS 40-CFR-123, AND 40-CFR-123, AND 40-CFR-124 CONCERNING EROSION AND SEDIMENT CONTROL.
- AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
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PAVING CONSTRUCTION NOTES

Typ. (1.) CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DETAIL 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300.

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CITY OF MIDLAND APPROVED 01/26/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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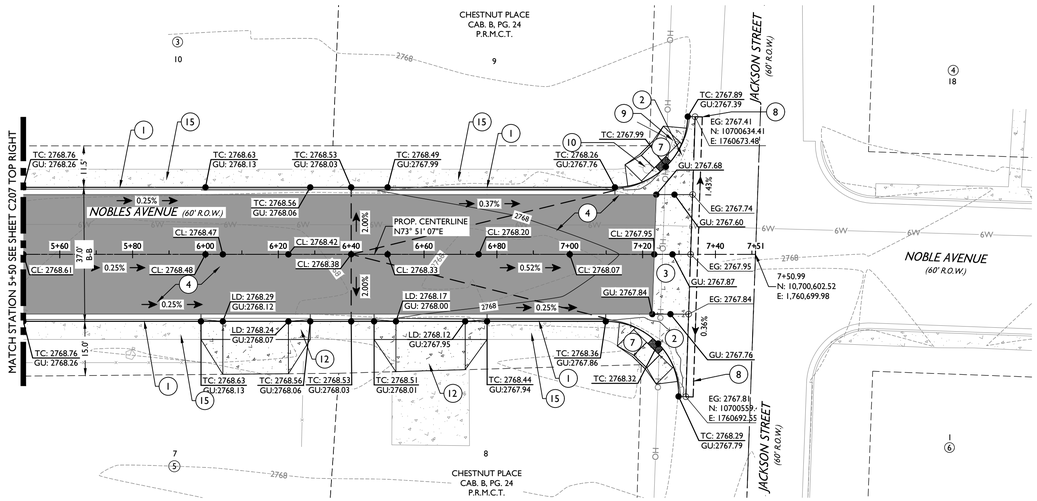
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DATE: 02/01/2022
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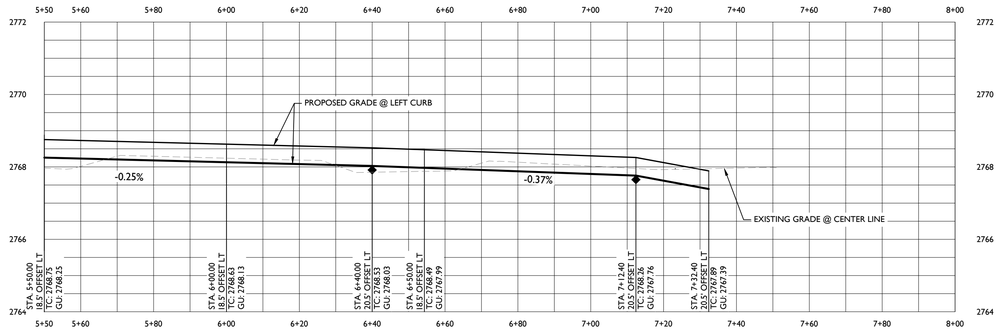
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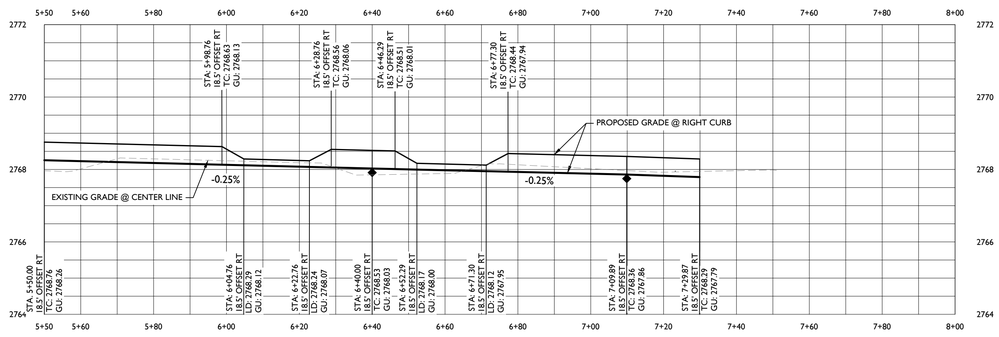
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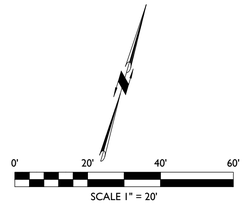
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LEGEND

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	DENOTES EXISTING FIRE HYDRANT
W	DENOTES EXISTING WATER METER
M	DENOTES EXISTING SEWER MANHOLE
	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
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EX FG	DENOTES EXISTING FINISHED GRADE
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CITY OF MIDLAND APPROVED ENGINEERING 01/26/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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NO.	REVISIONS	BY	APPR.	DATE
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DRAWN BY: JAR III
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
Job 21-0158

NOBLES AVENUE PLAN AND PROFILE

TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE

CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
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10/05/2022

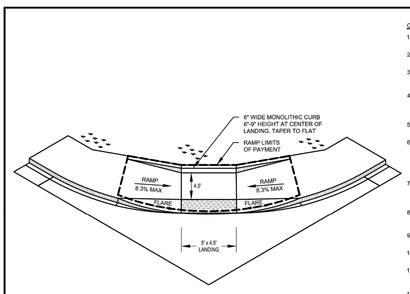
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TYPE 4:
DIAGONAL COMBINATION CURB RAMP

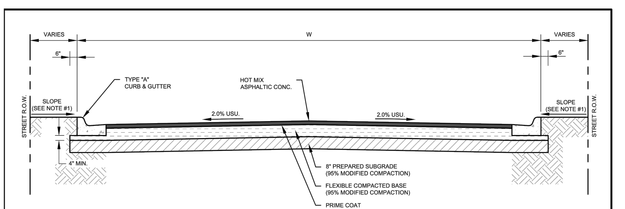
CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE TEXAS ACCESSIBILITY STANDARDS, TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	DIAGONAL COMBINATION CURB RAMP		229
APPROVED: MCC			



STREET DIMENSIONS			
W (FT)	ASPHALT THICKNESS (IN)	FLEXIBLE COMPACTED BASE THICKNESS (IN)	ASPHALT TYPE
*37	2D	8	TYPE "D"
*41	2D	8	
47	2D & 2C	8	
77	2D & 3C	12	TYPE "D" OVER TYPE "C"
79	2D & 3C	12	
113	2D & 3C	12	

TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.

* REGARDLESS OF WIDTH, ROADS CLASSIFIED AS COLLECTOR ROADS MUST HAVE 2" TYPE "D" OVER 2" TYPE "C" ASPHALT WITH 8" BASE AND ROADS CLASSIFIED AS ARTERIAL ROADS MUST HAVE 2" TYPE "D" OVER 3" TYPE "C" ASPHALT WITH 12" BASE.

NOTES:

1. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
2. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
3. WHEN MULTIPLE LAYERS OF ASPHALT ARE PLACED A TACK COAT MUST BE PLACED BETWEEN EACH PAIR OF ASPHALT LAYERS.
4. APPLY TACK COAT TO ALL CONCRETE SURFACES ADJACENT TO ASPHALT SURFACES AND TO ALL EXISTING ASPHALT SURFACES ADJACENT TO NEW ASPHALT SURFACES.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

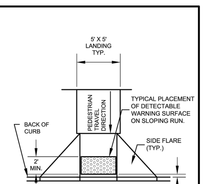
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL:
CHECKED: JCF	STANDARD STREET CROWN CROSS SECTION		201
APPROVED: MCC			

DETECTABLE WARNING SURFACE NOTES:

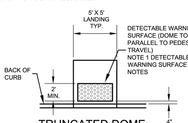
1. DETECTABLE WARNING SURFACE SUCH AS ARMOR-TILE ADA SOUND AMPLIFYING DETECTABLE/TACTILE WARNING SURFACE TILE OR EQUAL AND APPROVED BY THE ENGINEER AS MEETING ALL REQUIREMENTS OF ASTM C-936, C-33.
2. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH SECTION 7.05 DETACHABLE WARNINGS OF THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES, INCLUDING SIDE FLARES. FURNISH DARK BROWN OR DARK RED DETECTABLE WARNING SURFACE ADJACENT TO UNCOLORED CONCRETE,UNLESS SPECIFIED ELSEWHERE IN THE PLANS.
3. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
4. ALIGN TRUNCATED DOMES IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
5. SHADED AREAS INDICATE THE APPROXIMATE LOCATION FOR THE DETECTABLE WARNING SURFACE FOR EACH CURB RAMP TYPE.
6. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL.
7. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 10" FROM THE EXTENSION OF THE FACE OF CURB. DETECTABLE WARNING SURFACES MAY BE CURVED ALONG THE CORNER RADIUS.
8. SINGLE TILE PLATES COLONIAL RED COLOR.

GENERAL NOTES:

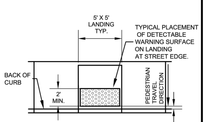
1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.



PERPENDICULAR CURB RAMP

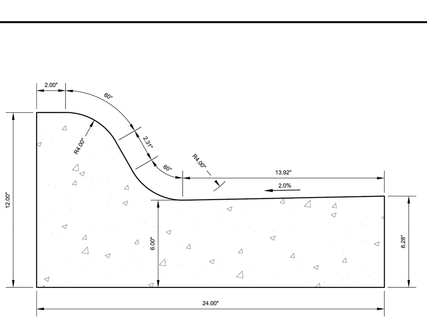


TRUNCATED DOME
PATTERN



PARALLEL CURB RAMP

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	DETECTABLE WARNING SURFACE		233
APPROVED: MCC			



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPE A STANDARD CURB AND GUTTER		205
APPROVED: MCC			



SHEET C300

10/05/2022



PAVING DETAILS

TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE

CITY OF MIDLAND, TEXAS

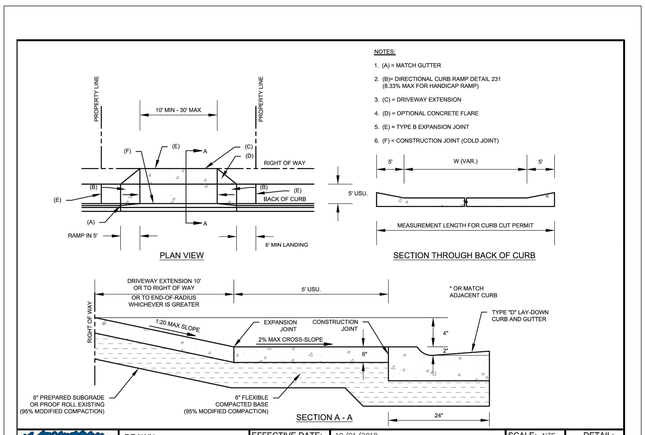
DRAWN BY:	JAR II
CHECKED BY:	ALM
APPROVED BY:	ALM
DATE:	02/01/2022
JOB:	21-0158

Δ	REVISIONS	BY	APPR.	DATE
1	ADDRESSING MICHAEL HESTER'S COMMENTS - 01/19/2023			

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
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Tel: (432) 262-0999 Fax: (432) 262-0989
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F:\2021\210158-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\210158 C301 PAVING DETAILS.DWG

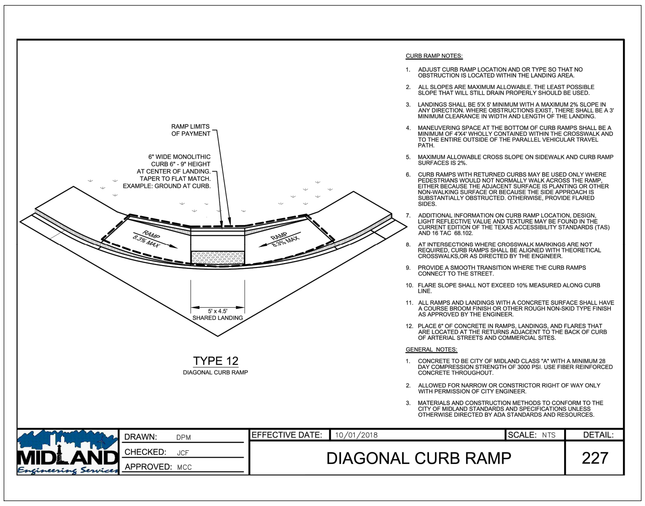


DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH		220(A)
APPROVED: MCC			

NOTES:

1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER DRIVEWAY APPROACH PLACED.
2. LANDING MAY BE CLOSER THAN 5' FROM PROPERTY LINE WITH ADJOINING PROPERTY OWNER'S CONSENT. CONSENT FORMS ARE AVAILABLE IN ENGINEERING SERVICES. APPROVAL FROM ADJOINING PROPERTY OWNER DOES NOT GUARANTEE ENGINEERING SERVICES APPROVAL.
3. THIS DETAIL ONLY APPLIES WHEN ADJACENT PROPERTY IS NOT AN ALLEY. A MINIMUM 10' IS REQUIRED BETWEEN DRIVEWAY CURB OPENING AND ALLEY PAVING.
4. MATCH GUTTER/FLOWLINE ELEVATION ON EACH END OF DRIVEWAY APPROACH. WATER MUST FLOW IN GUTTER ACROSS THE DRIVEWAY APPROACH.
5. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
6. CONTRACTOR, AT THEIR OPTION, MAY ELECT TO PLACE 8" CONCRETE PAVEMENT WITHOUT FLEXIBLE COMPACTED BASE RATHER THAN 6" CONCRETE PAVEMENT WITH COMPACTED FLEXIBLE BASE.
7. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE DRIVEWAY IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
8. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
9. SIDEWALKS AND RAMPS TO HAVE COARSE BROOM FINISH.
10. SEAL ALL CONCRETE JOINTS.
11. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
12. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH		220(B)
APPROVED: MCC			



TYPE 12
DIAGONAL CURB RAMP

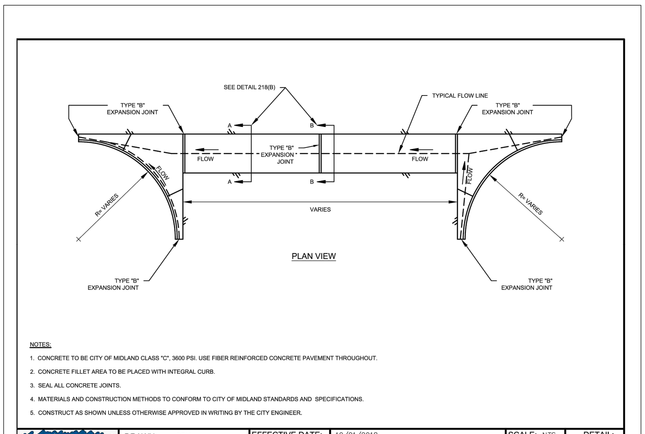
CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE, THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM 5' X 5' AREA THAT IS OUTSIDE OF THE PARALLEL VEHICULAR LANE AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE CURB RAMP FLARES ARE PROVIDED FOR PEDESTRIAN TRAFFIC AND EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC §§ 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALK/OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED WITHIN THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. ALLOWED FOR NARROW OR CONSTRICTOR RIGHT OF WAY ONLY WITH PERMISSION OF CITY ENGINEER.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

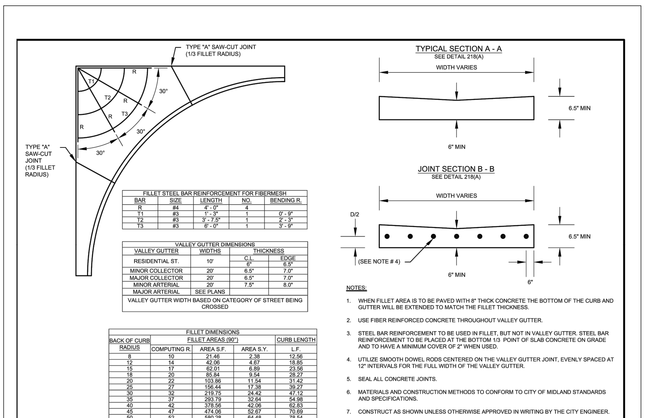
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	DIAGONAL CURB RAMP		227
APPROVED: MCC			



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FILLET AND VALLEY GUTTER		218(A)
APPROVED: MCC			



FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH

BAR	SIZE	LENGTH	NO.	BENDING R.
R	#4	4' - 0"	4	
TS	#3	2' - 0"	1	0' - 9"
TS	#3	1' - 0"	1	0' - 3"
TS	#3	6' - 0"	1	0' - 9"

VALLEY GUTTER DIMENSIONS

VALLEY GUTTER	WIDTH	THICKNESS	
		C	EDGE
RESIDENTIAL ST.	10'	6.0"	6.0"
MINOR COLLECTOR	20'	6.5"	7.0"
MAJOR COLLECTOR	20'	6.5"	7.0"
MINOR ARTERIAL	20'	7.5"	8.0"
MAJOR ARTERIAL	SEE PLANS		

VALLEY GUTTER WIDTH BASED ON CATEGORY OF STREET BEING CROSSED

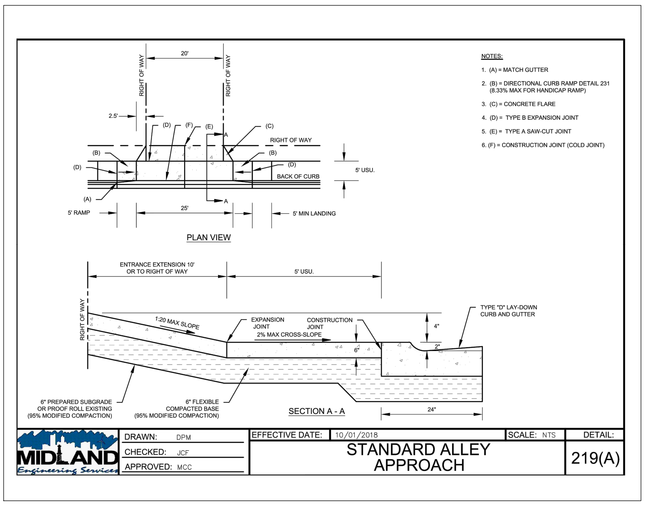
FILLET DIMENSIONS

BACK OF CURB RADIUS	FILLET AREAS (SC') COMPUTING R.	AREA S.F.	AREA S.Y.	CURB LENGTH L.F.
8	10	21.46	2.38	12.56
12	14	42.06	4.67	18.85
15	17	62.01	6.89	23.56
18	20	85.84	9.54	28.27
20	22	103.04	11.45	31.42
25	27	152.54	17.06	39.27
30	32	213.75	24.42	47.12
35	37	283.79	32.64	54.98
40	42	378.56	42.06	62.83
45	47	474.06	52.67	70.69
50	52	580.28	64.48	78.54

NOTES:

1. WHEN FILLET AREA IS TO BE PAVED WITH 8" THICK CONCRETE THE BOTTOM OF THE CURB AND GUTTER WILL BE EXTENDED TO MATCH THE FILLET THICKNESS.
2. USE FIBER REINFORCED CONCRETE THROUGHOUT VALLEY GUTTER.
3. STEEL BAR REINFORCEMENT TO BE USED IN FILLET, BUT NOT IN VALLEY GUTTER. STEEL BAR REINFORCEMENT TO BE PLACED AT THE BOTTOM 1/3 POINT OF SLAB CONCRETE ON GRADE AND TO HAVE A MINIMUM COVER OF 2" WHEN USED.
4. UTILIZE SMOOTH DOWEL RODS CENTERED ON THE VALLEY GUTTER JOINT, EVENLY SPACED AT 12" INTERVALS FOR THE FULL WIDTH OF THE VALLEY GUTTER.
5. SEAL ALL CONCRETE JOINTS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FILLET AND VALLEY GUTTER		218(B)
APPROVED: MCC			



NOTES:

1. (A) = MATCH GUTTER
2. (B) = DIRECTIONAL CURB RAMP DETAIL 231 (8.33% MAX FOR HANDICAP RAMP)
3. (C) = CONCRETE FLARE
4. (D) = TYPE B EXPANSION JOINT
5. (E) = TYPE A SAW-CUT JOINT
6. (F) = CONSTRUCTION JOINT (COLD JOINT)

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	STANDARD ALLEY APPROACH		219(A)
APPROVED: MCC			

NOTES:

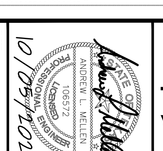
1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER ALLEY APPROACH IS PLACED.
2. MATCH GUTTER/FLOWLINE ELEVATION ON EACH END OF ALLEY APPROACH. WATER MUST FLOW IN GUTTER ACROSS THE ALLEY APPROACH.
3. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
4. 2" INVERT REQUIRED AT ALLEY APPROACH CENTER LINE WHEN ALLEY DRAINS TOWARDS STREET. IF ALLEY DRAINS AWAY FROM STREET THEN BACK OF APPROACH IS FLAT.
5. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE ENTRANCE IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
6. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
7. SIDEWALKS AND RAMPS TO HAVE COARSE BROOM FINISH.
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DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	STANDARD ALLEY APPROACH		219(B)
APPROVED: MCC			



SHEET C301

10/05/2022



PAVING DETAILS

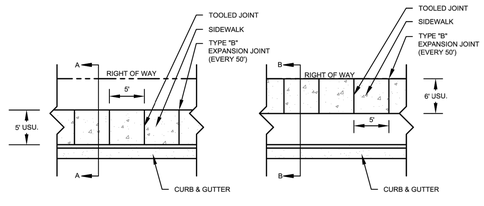
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE

CITY OF MIDLAND, TEXAS

DRAWN BY:	JAR II
CHECKED BY:	ALM
APPROVED BY:	ALM
DATE:	02/01/2022
JOB:	21-0158

Δ	REVISIONS	BY	APPR.	DATE
1	ADDRESSING MICHAEL HESTER'S COMMENTS - 01/19/2023			

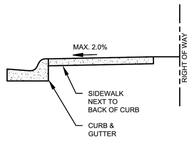
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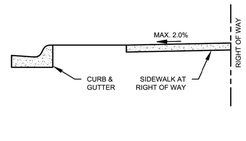
1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" AND HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SIDEWALK TO BE A MINIMUM OF 5' WIDE AND 4" THICK.
3. SIDEWALKS TO HAVE TYPE A SAWCUT JOINTS OR TOOLED JOINTS EVERY 5'.
4. TYPE "B" EXPANSION JOINTS TO BE LOCATED AT ALL PEDESTRIAN ACCESS RAMPS AND WHEREVER NEW SIDEWALK IS PLACED ADJACENT TO EXISTING CONCRETE.
5. ATTACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE BACK OF CURB.
6. DETACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE RIGHT-OF-WAY.
7. SIDEWALK CROSS-SLOPE MAY NOT EXCEED 2.0%.
8. ALL EXPOSED SIDEWALK EDGES TO HAVE A 1/2" RADIUS.
9. WHERE OBSTRUCTION IN SIDEWALK EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE. SIDEWALK LOCATION MAY BE SHIFTED WITH THE APPROVAL OF THE CITY ENGINEER.
10. ALL SIDEWALKS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE CITY ENGINEER.
11. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
12. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.
13. SIDEWALKS IN DOWNTOWN PER CENTRAL BUSINESS DISTRICT POLICY.

ATTACHED SIDEWALK PLACEMENT



SECTION A - A

DETACHED SIDEWALK PLACEMENT



SECTION B - B

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		STANDARD SIDEWALK	DETAIL: 225

APPROVED
CITY OF MIDLAND
ENGINEERING
01/26/2023

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The approval of these plans by the City Engineer shall be the only authorization given to construct any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL preceding to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction and shall not be valid. The issuance of the APPROVAL based on the construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of any public improvements found not in accordance with the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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F:\2021\21-0158-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0158 C302 PAVING DETAILS.DWG

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△	REVISIONS	BY	APPR.	DATE
1	ADDRESSING MICHAEL HESTER'S COMMENTS - 01/19/2023			

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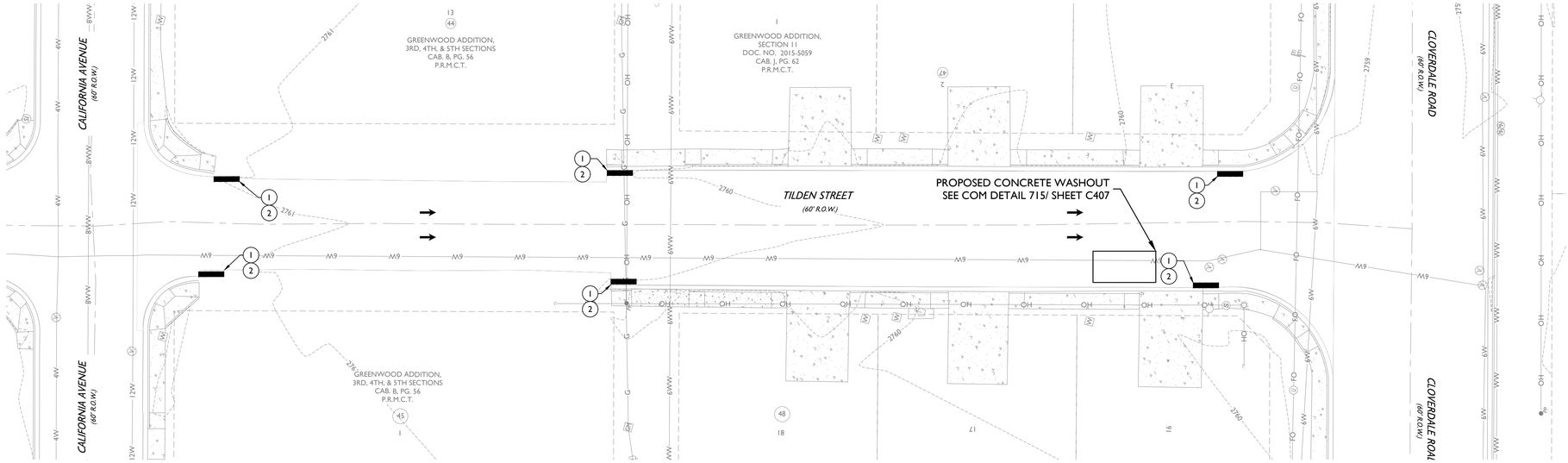
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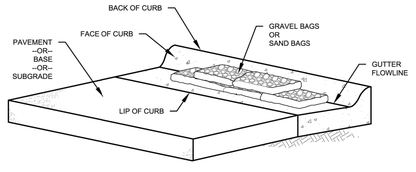
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CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
01/05/2022

SHEET C302





NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 712
	CURB GRAVEL OR SAND BAGS		

PERMANENT BMP CONSTRUCTION NOTES:

1. WHEN CONTRACTOR IS GOING TO BE AWAY FROM SITE FOR MORE THAN 48 HOURS, GRAVEL BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES.
2. PRIOR TO ANY ANTICIPATED RAIN EVENT, GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.

GENERAL NOTES:

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2. THE CONTRACTOR SHALL MAKE THE EROSION CONTROL PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
3. THE CONTRACTOR MUST AMEND THE EROSION CONTROL PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.
4. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
5. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROLLING EQUIPMENT WASHING.
6. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
7. AREAS OF CONSTRUCTION ELSEWHERE OF THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
8. GUTTERS ARE TO BE KEPT CLEAN OF CONSTRUCTION MATERIALS AND SPOILS.
9. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN. THIS WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
10. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN THE FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY OWNER. EROSION PROTECTION SHALL BE CONSTRUCTED AS DETAILED ON THIS SHEET.
11. THE CONTRACTOR SHALL DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF 2 INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.

811
Know what's **below.**
Call before you dig.

0' 20' 40' 60'
SCALE 1" = 20'

LEGEND

- DENOTES EXISTING CLEAN OUT
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CITY OF MIDLAND
APPROVED
01/26/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
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1 ADDRESSING MICHAEL HESTER'S COMMENTS - 01/19/2023			

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CHECKED BY: ALM
APPROVED BY: ALM
DATE 02/01/2022
JOB 21-0158

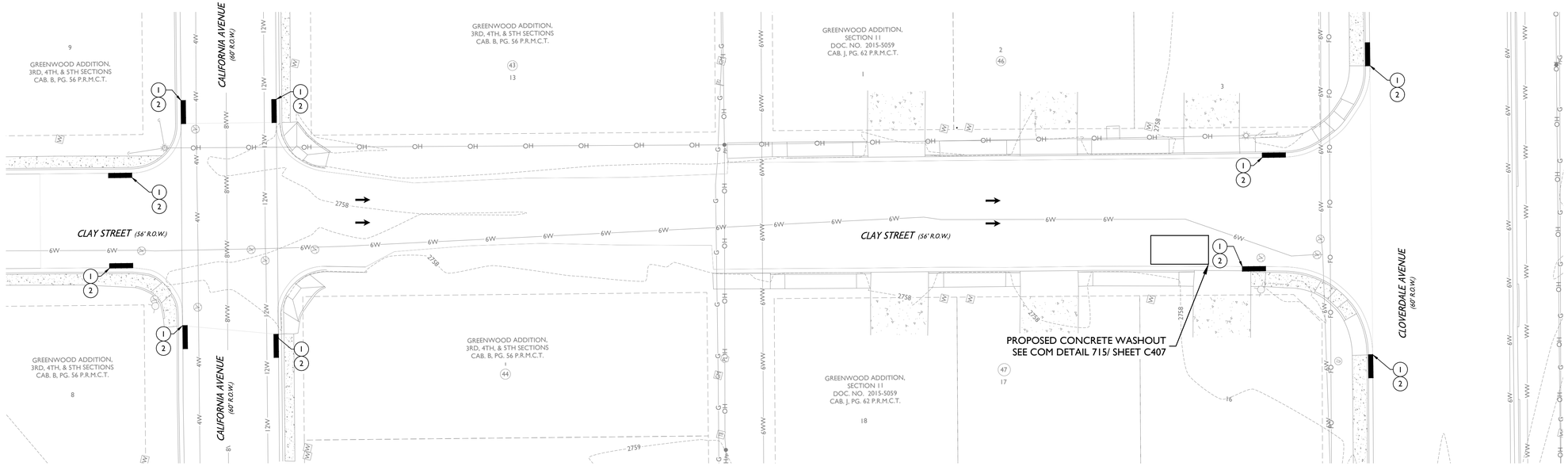
TILDEN STREET EROSION CONTROL PLAN
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

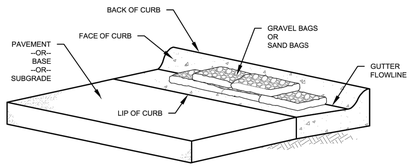
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C400**

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F:\2021\21-0158 CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0158 C400 TILDEN STREET EROSION CONTROL PLAN.DWG





NOTES:

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MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 712
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CITY OF MIDLAND APPROVED 01/26/2023 ENGINEERING

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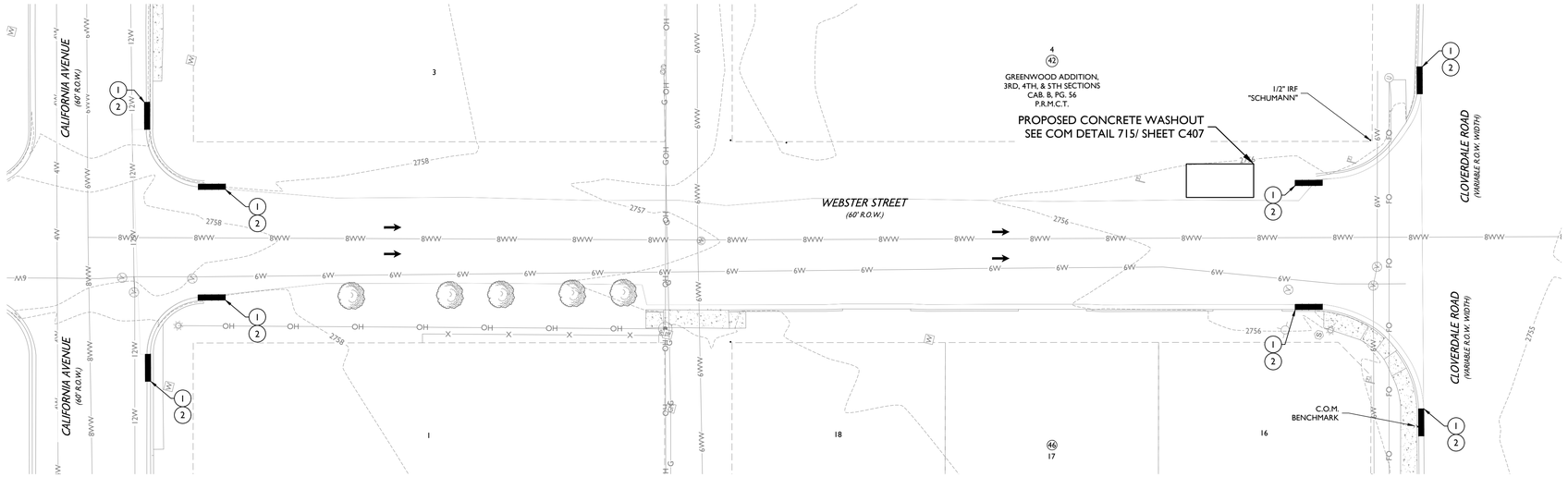
DRAWN BY: JAR II
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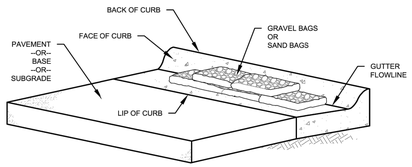
CLAY STREET EROSION CONTROL PLAN
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C401

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F:\2021\21015\8-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21015 C401 CLAY STREET EROSION CONTROL PLAN.DWG





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DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 712
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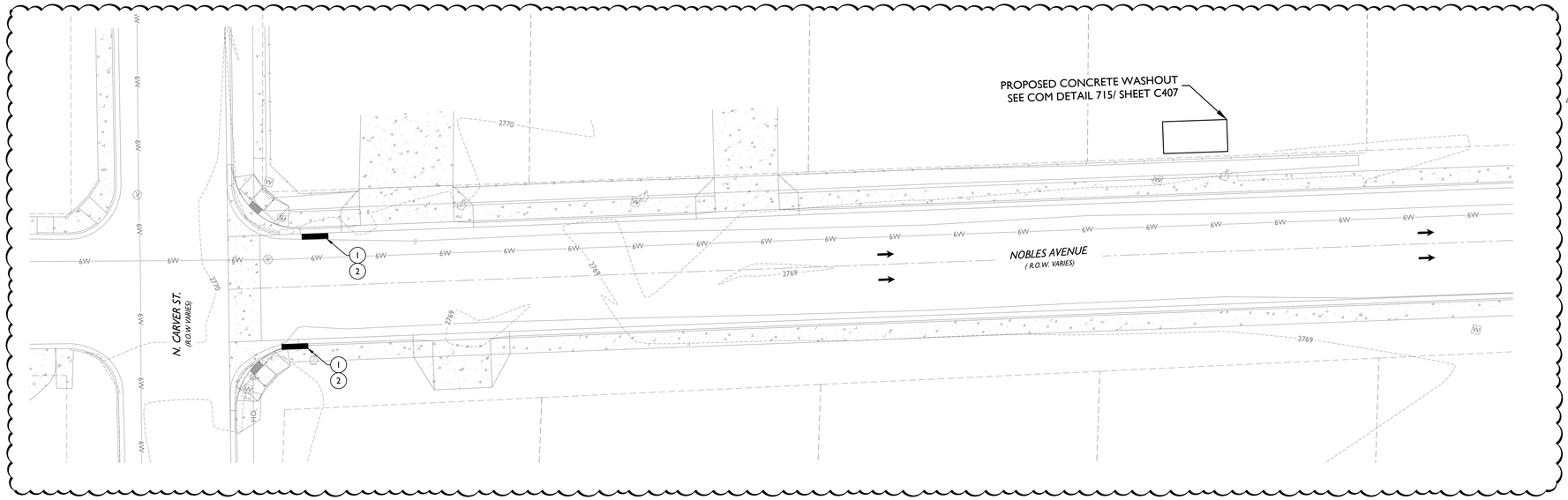
△	REVISIONS	BY	APPR.	DATE
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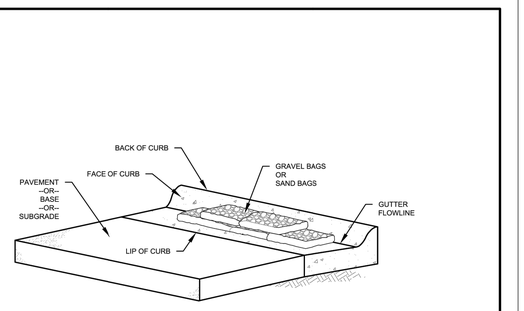
DRAWN BY: JAR III
CHECKED BY: ALM
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WEBSTER STREET EROSION CONTROL PLAN
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SHEET C402





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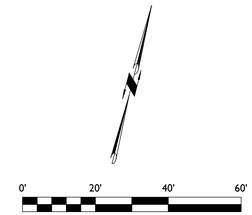
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2. PRIOR TO ANY ANTICIPATED RAIN EVENT, GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.

GENERAL NOTES:

1. THE EROSION CONTROL PLAN SHOULD ADDRESS THREE GOALS: 1-DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE; 2-LIMIT THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND 3-REMOVE OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
2. THE CONTRACTOR SHALL MAKE THE EROSION CONTROL PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
3. THE CONTRACTOR MUST AMEND THE EROSION CONTROL PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.
4. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
5. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE; DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROLLING EQUIPMENT WASHING.
6. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
7. AREAS OF CONSTRUCTION ELSEWHERE OF THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
8. GUTTERS ARE TO BE KEPT CLEAN OF CONSTRUCTION MATERIALS AND SPOILS.
9. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN. THIS WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
10. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN THE FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY OWNER. EROSION PROTECTION SHALL BE CONSTRUCTED AS DETAILED ON THIS SHEET.
11. THE CONTRACTOR SHALL DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF 2 INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.



LEGEND

(V)	DENOTES EXISTING CLEAN OUT
	DENOTES EXISTING FIRE HYDRANT
(W)	DENOTES EXISTING WATER METER
(M)	DENOTES EXISTING SEWER MANHOLE
	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
FG	DENOTES PROPOSED FINISHED GRADE

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CITY OF MIDLAND TEXAS APPROVED 01/26/2023 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the submitted plans, shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the plans and/or construction. The Director of Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

△	REVISIONS	BY	APPR.	DATE
1	ADDRESSING MICHAEL HESTER'S COMMENTS - 01/19/2023			

DRAWN BY:	JAR, II
CHECKED BY:	ALM
APPROVED BY:	ALM
DATE:	02/01/2022
JOB:	21-0158

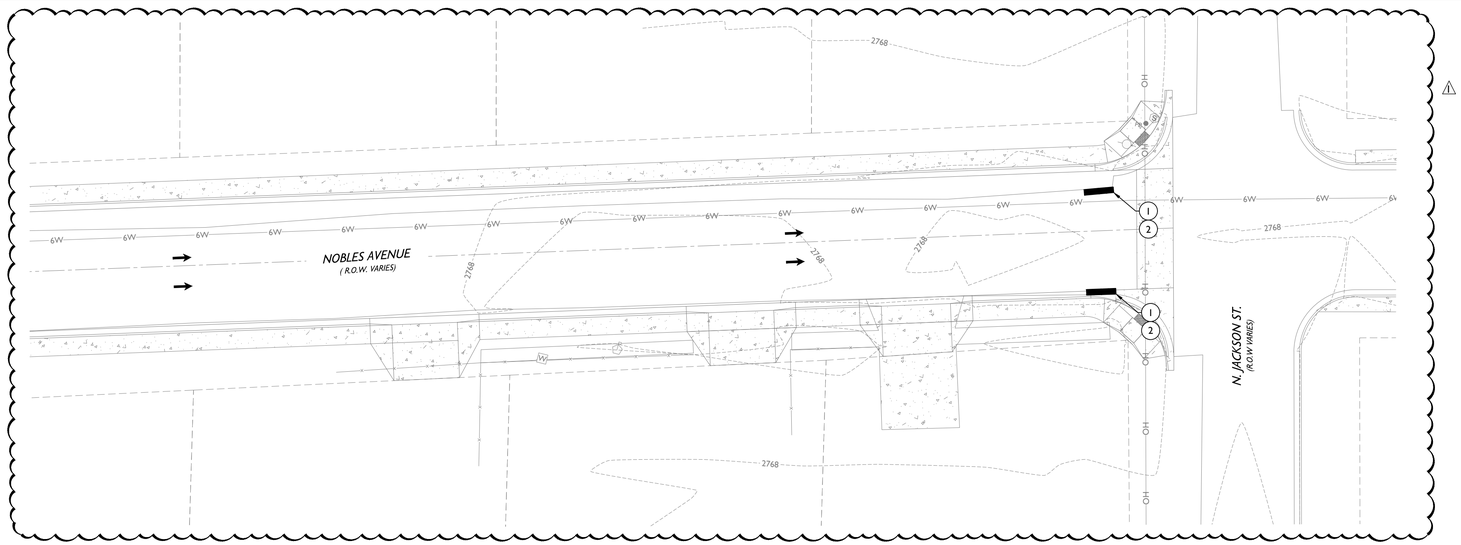
C403 NOBLES AVENUE EROSION CONTROL PLAN
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

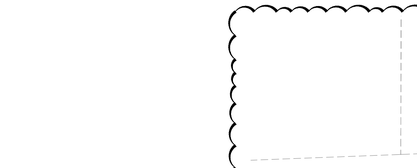
STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C403

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F:\2021\21-0158-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\C403 NOBLES AVENUE EROSION CONTROL PLAN.DWG





NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

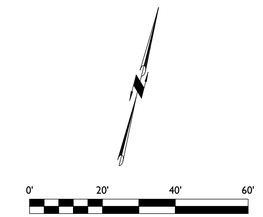
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 712
	CURB GRAVEL OR SAND BAGS		

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	DENOTES EXISTING FIRE HYDRANT
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01/26/2023
ENGINEERING
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△	REVISIONS	BY	APPR.	DATE
1	ADDRESSING MICHAEL HESTER'S COMMENTS - 01/19/2023			

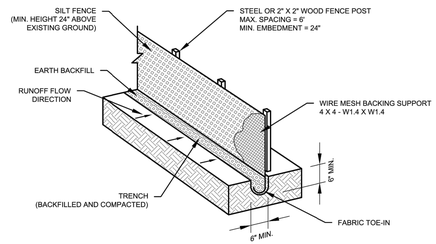
DRAWN BY: JAR III
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

C404 NOBLES AVENUE EROSION CONTROL PLAN
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C404

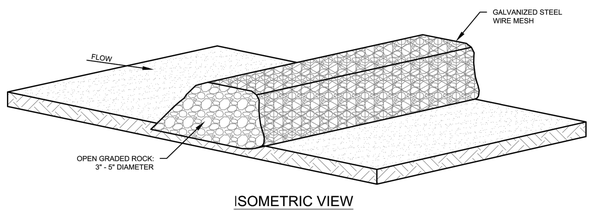
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F:\2021\21015\8-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21015 C404 NOBLES AVENUE EROSION CONTROL PLAN.DWG



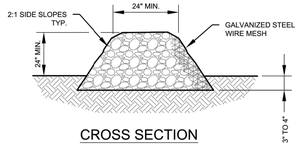
NOTES:

1. THIS DETAIL IS TO BE USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE SILT FENCE FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. INSTALL STEEL OR WOOD POSTS, WHICH SUPPORT THE SILT FENCE, WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE (1) FOOT.
3. TRENCH THE TOE OF THE SILT FENCE IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE THE FENCE CANNOT BE TRENCHED IN (E.G.PAVEMENT), WEIGHT DOWN FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF SIX (6) INCHES DEEP AND SIX (6) INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SECURELY FASTEN SILT FENCE TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS TO BE ATTACHED TO THE STEEL OR WOOD FENCE POST. INCLUDE A SIX (6) INCH DOUBLE OVERLAP, SECURELY FASTENED, WHERE ENDS OF FABRIC MEET.
6. REMOVE SILT FENCE WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF SIX (6) INCHES. DISPOSE OF THE SILT ONSITE IN AN APPROVED LOCATION AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	SILT FENCE		706



ISOMETRIC VIEW



CROSS SECTION

NOTES:

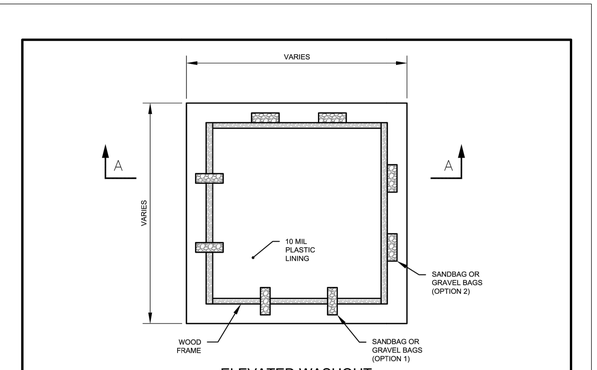
1. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
2. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services / CHECKED: JCF / APPROVED: MCC	ROCK FILTER DAM		708

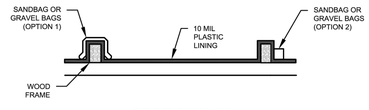
CITY OF MIDLAND
APPROVED
01/26/2023
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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ELEVATED WASHOUT



SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY BE USED IN PAVED AREAS.
2. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR GRAVEL BAGS AROUND THE ENTIRE WASHOUT PERIMETER.
3. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL OR CLEAN SAND.
4. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE SURFACE.
5. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
6. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2 X12 ROUGH WOOD FRAME.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: JEO	
MIDLAND Engineering Services	EFFECTIVE DATE: COMPASS	SCALE: NTS	DETAIL:
	CONCRETE WASHOUT OPTION 3		715

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www.Maverick-Eng.com

BY	APPR.	DATE
MAL	12/16/22	12/16/22

Δ	REVISIONS
1	LEADER ADJUSTMENT

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE 01/03/2022
JOB 21-0159

EROSION CONTROL DETAILS
COMPASS
CITY OF MIDLAND, TEXAS

ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

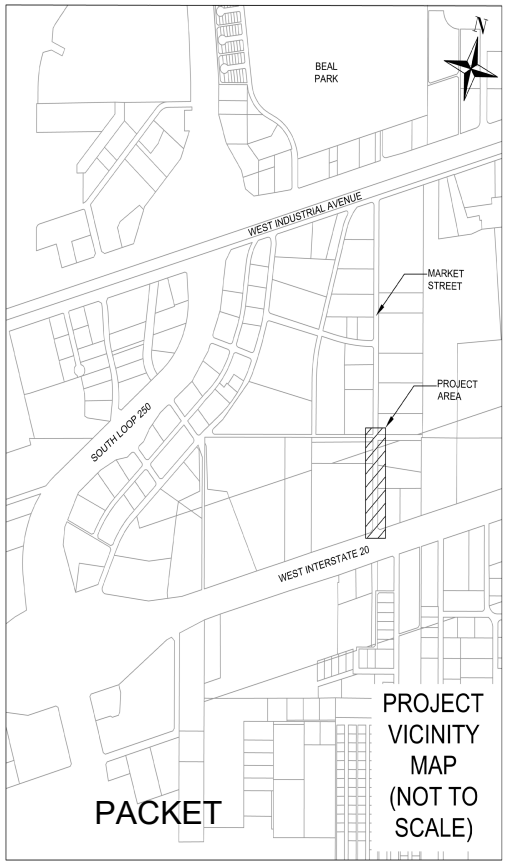
SHEET C405

F:\2021\21-0159-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING (2021)\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C405 EROSION CONTROL DETAILS.DWG

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ADDITIVE ALTERNATE SET
MARKET STREET
PAVING AND DRAINAGE IMPROVEMENTS
PROJECT NUMBER: PD22-02
DECEMBER 2022

CITY OF MIDLAND APPROVED 12/27/2022 ENGINEERING



PROJECT VICINITY MAP (NOT TO SCALE)

PACKET 5.365

MAYOR

PATRICK PAYTON

COUNCIL MEMBERS

SCOTT DUFFORD	DISTRICT 1
JOHN NORMAN	DISTRICT 2
JACK LADD	DISTRICT 3
LORI BLONG	DISTRICT 4
DAN CORRALES	AT LARGE
ROBIN POOLE	AT LARGE

CITY MANAGER
ROBERT PATRICK

ENGINEERING SERVICES DIRECTOR
JOSE E. ORTIZ, P.E.

CAPITAL IMPROVEMENT MANAGER
BOBBY WOJCIECHOWSKI
OFFICE: (432) 685-7219
EMAIL: bwojciechowski@midlandtexas.gov

CITY OF MIDLAND
300 N. LORAINE ST.
MIDLAND, TX 79702

CONTRACTOR _____

DATE WORK BEGAN _____

DATE WORK COMPLETED _____

DATE WORK ACCEPTED _____

FINAL CONTRACT COST _____

CONSTRUCTION DRAWING SET INDEX	
SHEET	DESCRIPTION
C-000	PLAN SET COVER SHEET
G-103	QUANTITES
C-100	EXISTING CONDITIONS
C-101	DEMOLITION PLAN
C-102	SITE PLAN
C-201	EROSION CONTROL PLAN
C-202	DRAINAGE AREA MAP
C-203	DRAINAGE CALCULATIONS
C-301	PLAN AND PROFILE STA 0+00 TO STA 6+00
C-302	PLAN AND PROFILE STA 6+00 TO END
C-501	PAVING DETAILS
S-101	FOUNDATION PLAN, ELEV, AND DETAILS

February 28, 2023

811 Know what's below. Call before you dig.

Description	Date	By

Drawn By M. BRASUELL
Checked By M. BRASUELL
Approved By M. BRASUELL
Vert. Scale N / A
Horz. Scale N / A
Job No. PD22-02
Date DECEMBER 2022
Rev. No.

MIDLAND Engineering Services

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

PLAN SET COVER SHEET

SHEET C-000
1 OF 12

File: P:\Engineering Services\Engineering Projects\2022\PD22-02 Market Street Paving and Drainage\03 DWGS\3.3 Detail\Pvng\C-000 Cover - FINAL.dwg Dec 27, 2022 - 2:56pm mbrasuell

PAVING AND DRAINAGE IMPROVEMENTS BASE BID - SUMMARY OF QUANTITIES				
Item No.	**Item Description**	**Unit**	**Plan Quantity**	**Final Quantity**
1	Mobilization	LS	1	
2	Demolition: Concrete Curb & Gutter Removal	LF	110	
3	Demolition: Miscellaneous Concrete Removal	SY	140	
4	Demolition: Stabilized Base and/or Asphalt Paving Removal	SY	402	
5	Right-of-Way Preparation	ACRES	1.11	
6	Subgrade Preparation	SY	5,354	
7	Soil Supported Concrete Cap Over Holly Energy Pipeline	LF	60	
8	10' Wide Pier Supported Concrete Cap of Plains Piepline	LS	1	
9	10" Compacted Flexible Base	SY	4,403	
10	Bituminous Prime Coat (0.20-0.25 GAL/SY)	GAL	1,101	
11	3" Type "D" HMAC Surface Course	SY	4,403	
12	6" Type "A" Concrete Curb & Gutter	LF	1,905	
13	6" Concrete Fillet	SY	102	
14	6" Concrete Valley Gutter	SY	21	
15	6" Concrete Alley Approach	SY	34	
16	6" Miscellaneous Concrete	SY	467	
17	ACO SlabDrain, H300SK-13 Channel with Neutral Invert or Approved Equal	LF	72	
18	Manhole Cover Adjustment	EACH	4	
19	Valve Cover Adjustment	EACH	9	
20	Erosion Control Plan	LS	1	
21	Job Site Safety and Traffic Control	LS	1	

PARKHILL SMITH & COOPER

PARKHILL, SMITH & COOPER, INC. STATE OF TEXAS F-560 ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER
3/4/15

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

NO	DATE	DESCRIPTION

ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

QUANTITIES

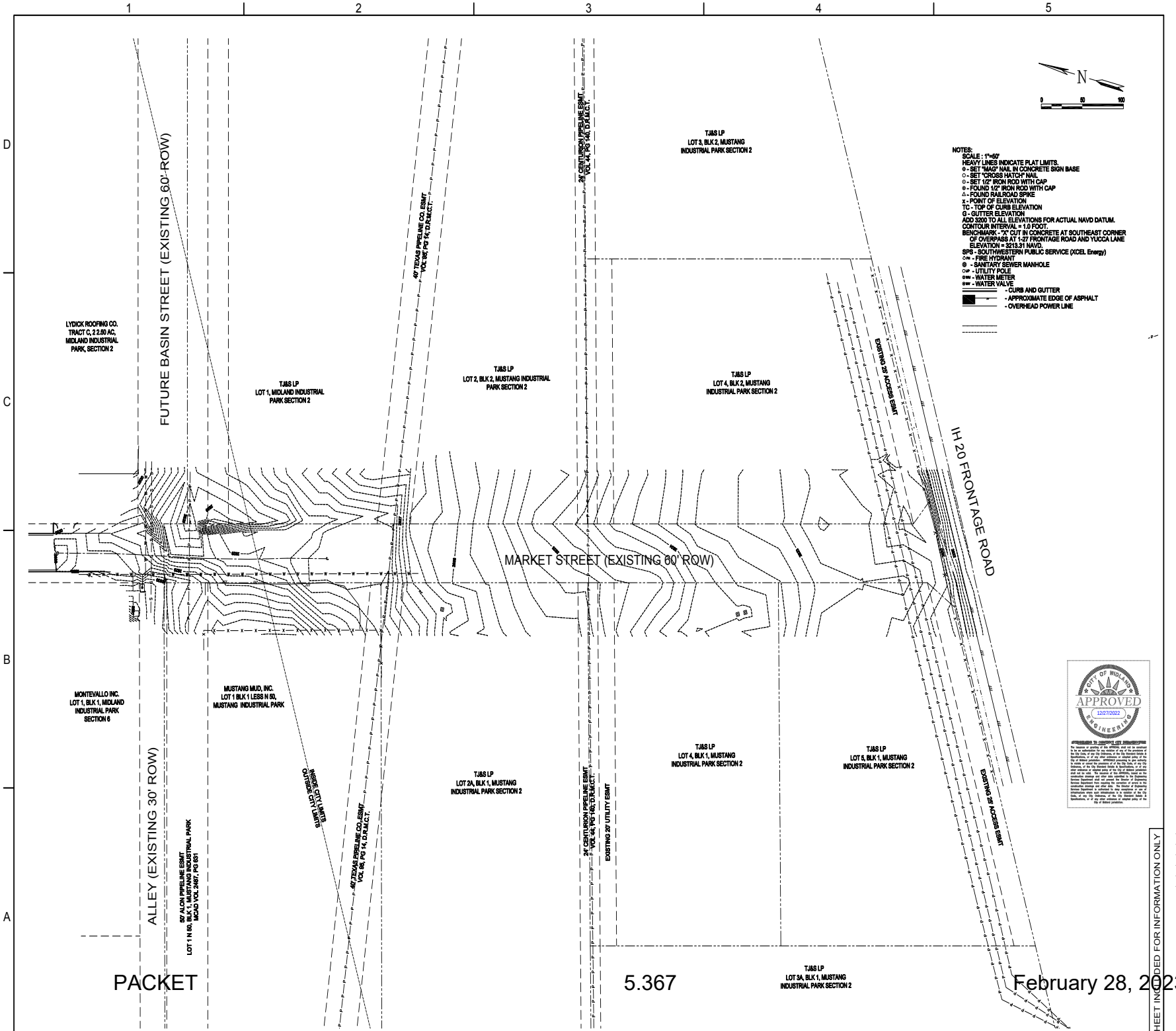
G-103

CITY OF MIDLAND TEXAS APPROVED 12/27/2022 ENGINEERING

APPROVED BY ENGINEERING DEPARTMENT

The issuance or granting of approval does not relieve the applicant of the responsibility of complying with all applicable provisions of the Standard Codes & Specifications, or of any other ordinances or adopted policy of the City of Midland jurisdiction shall not be made. The issuance of the APPROVAL based on the submitted plans shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the plans when found to be in violation of the Standard Codes & Specifications, or of any other ordinances or adopted policy of the City of Midland jurisdiction. The issuance of a permit based on plans, specifications and other data shall not prevent the Engineering Services Department from thereafter requiring the correction of errors in said plans, specifications and other data when such infrastructure is in violation of the City Standard Codes & Specifications, or of any other ordinances or adopted policy of the City of Midland jurisdiction.

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PSC
PARKHILL SMITH & COOPER

PARKHILL SMITH & COOPER, INC. TEXAS REGISTERED ENGINEERING FIRM F-2609 ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER
3/4/15

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

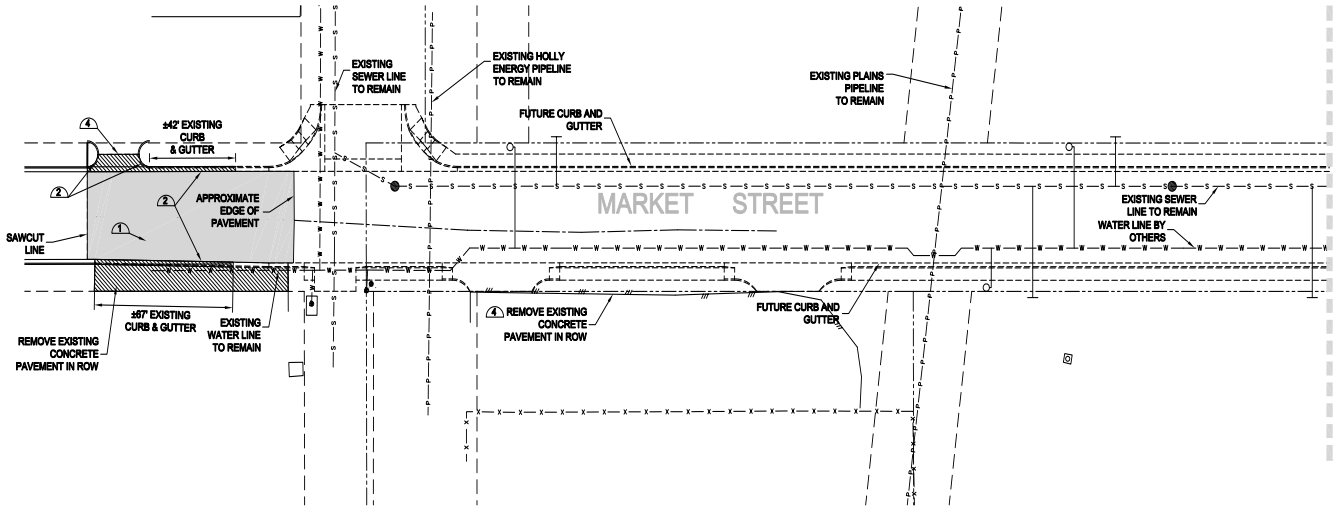
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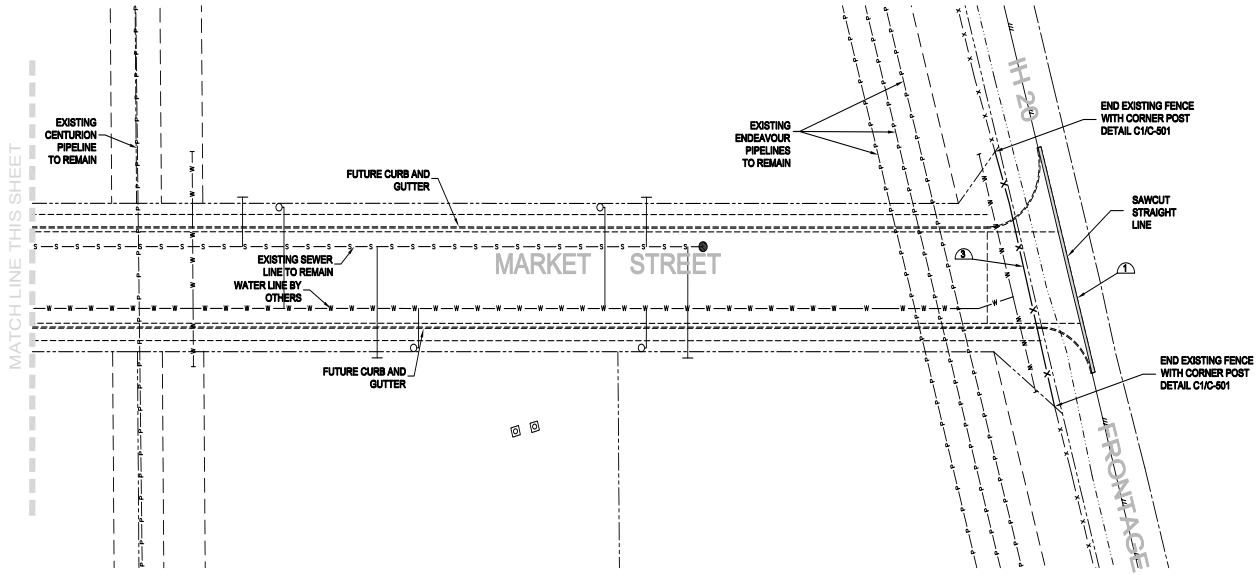
ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

EXISTING CONDITIONS

SHEET INCLUDED FOR INFORMATION ONLY

C-100





CITY OF MIDLAND APPROVED 12/27/2022 ENGINEERING

GENERAL NOTES

A. CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS OF EXISTING UTILITIES PRIOR TO COMMENCING WORK, EXCAVATION OR TRENCHING. UTILITIES DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

B. FULL-DEPTH SAWCUT ALL EXISTING PAVEMENT SECTIONS WHERE PROPOSED PAVEMENT IS TO TIE INTO EXISTING PAVEMENT.

C. CONTRACTOR SHALL COORDINATE WITH OWNER PRIOR TO REMOVING ANY EXISTING FEATURES.

D. COORDINATE WITH TXDOT FOR ALL WORK IN IH20 R.O.W.

DEMOLITION NOTES

REMOVE EXISTING CONSTRUCTION AS INDICATED BY: (1)

1 ASPHALT PAVEMENT
2 CURB AND GUTTER
3 FENCE
4 CONCRETE PAVEMENT

PARKHILL SMITH & COOPER

PARKHILL SMITH & COOPER, INC. TEXAS REGISTERED ENGINEERING FIRM F-560 ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER 3/4/15

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

N

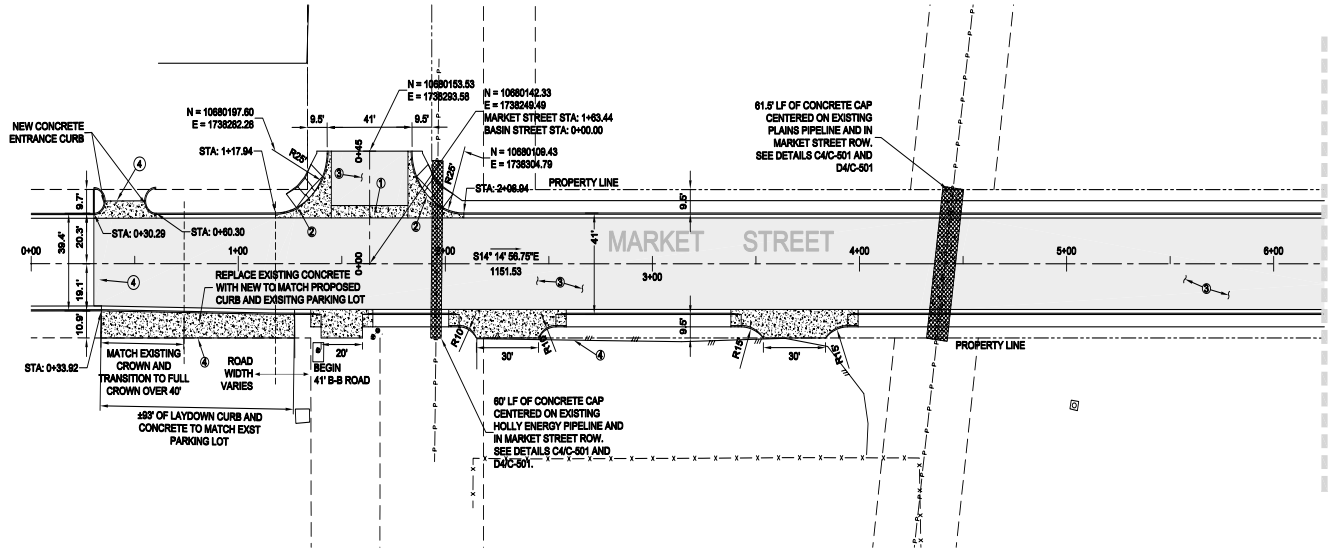
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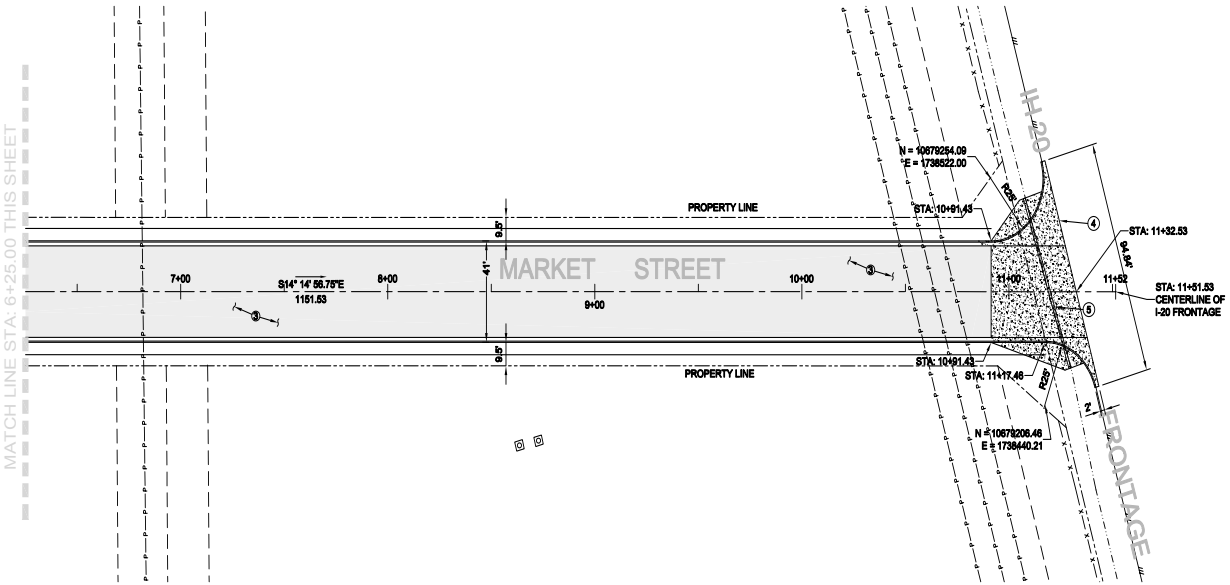
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ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

DEMOLITION PLAN

C-101





CITY OF MIDLAND APPROVED 12/27/2022 ENGINEERING

GENERAL NOTES

A. CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS OF EXISTING UTILITIES PRIOR TO COMMENCING WORK, EXCAVATION OR TRENCHING. UTILITIES DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
B. FULL-DEPTH SAWCUT ALL EXISTING PAVEMENT SECTIONS WHERE PROPOSED PAVEMENT IS TO TIE INTO EXISTING PAVEMENT.
C. CONTRACTOR SHALL COORDINATE WITH OWNER PRIOR TO REMOVING ANY EXISTING FEATURES.
D. COORDINATE WITH TXDOT FOR ALL WORK IN IH20 R.O.W.
E. CONCRETE PAVEMENT SHALL UTILIZE 10'x10' OR 12'x12' FULL CONSTRUCTION JOINTING.

KEYED NOTES

1. 5' WIDE CONCRETE VALLEY GUTTER. SEE B2/C-501
2. LAY-DOWN CURB FOR PEDESTRIAN CURB RAMPS.
3. PAVING SURFACE: ASPHALT CONCRETE - SEE DETAIL A4/C-501
4. MATCH EXISTING
5. 72' OF ACO SLABDRAIN TRENCH DRAIN WITH NEUT2 INVERT, OR APPROVED EQUAL

PARKHILL SMITH & COOPER

PARKHILL SMITH & COOPER, INC. TEXAS REGISTERED ENGINEERING FIRM F-560 ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER 3/4/15

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

N

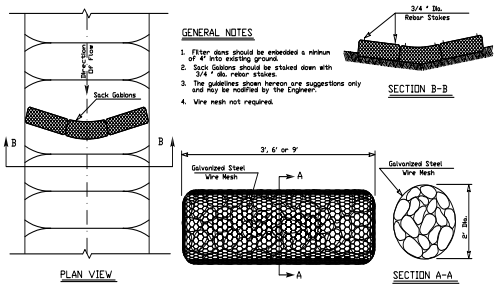
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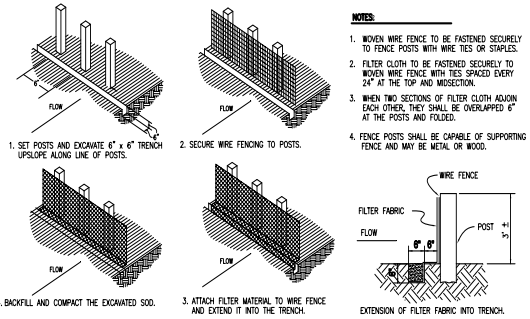
ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

SITE PLAN

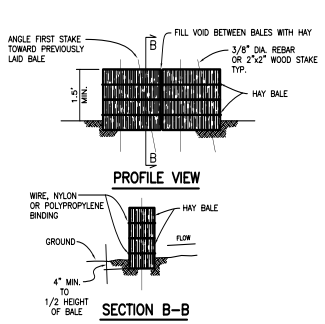
C-102



D1 ROCK FILTER DAM – TYPE 4 (SACK GABIONS)
NO SCALE



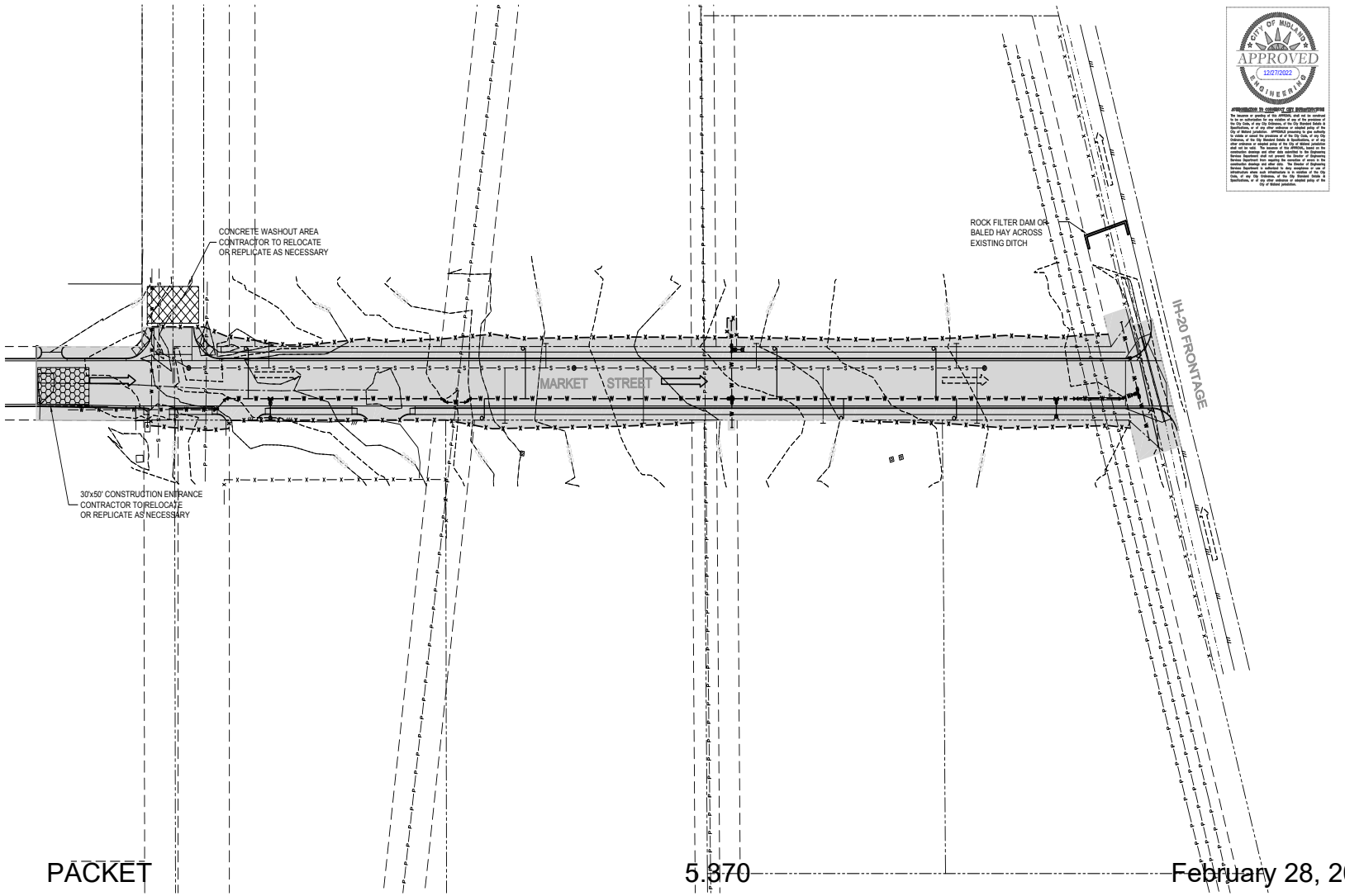
D2 FILTER FABRIC BARRIER (SILT FENCE)
NO SCALE



D4 BALED HAY SEDIMENT CONTROL
NO SCALE

NOTE
1. THIS MAP IS PART OF A TPDES STORMWATER POLLUTION PREVENTION PLAN. REFER TO THE TEXT PORTION OF THE PLAN FOR ADDITIONAL INFORMATION, REQUIREMENTS AND PROCEDURES.

LEGEND
- AREA AFFECTED BY PROJECT (APPROX. 1.80 ACRES)
- SILT FENCE
- BALED HAY OR ROCK FILTER DAMS
- EXISTING CONTOURS (1' INTERVAL)
- 2% PROPOSED DRAINAGE PATH WITH PERCENT SLOPE
- STABILIZED CONSTRUCTION ENTRANCE
- NEW CONTOURS (1' INTERVAL)
- FLOW DIRECTION (EXISTING)
- FLOW DIRECTION (PROPOSED)



A1 STORM WATER POLLUTION PREVENTION SITE PLAN
1" = 50'

PACKET 5.370 February 28, 2023

PSC
PARKHILL SMITH & COOPER

PARKHILL SMITH & COOPER, INC. STATE OF TEXAS F-560 ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER 3/4/15

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

N

0 50' 100'

NO	DATE	DESCRIPTION

ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

EROSION CONTROL PLAN

C-201

EXISTING DRAINAGE AREA CALCULATIONS - 100 Year

Area No.	Acres	Runoff Coeff.	CA	T_c (min.)	I_{100} (in./hr.)	Q_{100} (c.f.s.)
SO1-Ca	56.64	0.78	44.18	55	3.35	147.97
SO1-Ca-A	26.81	0.82	21.99	45	3.82	84.04
SO1-Ca-B	5.62	0.83	4.67	35	4.48	20.92

EXISTING DRAINAGE AREA CALCULATIONS - 5 Year

Area No.	Acres	Runoff Coeff.	CA	T_c (min.)	I_5 (in./hr.)	Q_5 (c.f.s.)
SO1-Ca	56.64	0.65	36.82	55	1.39	51.20
SO1-Ca-A	26.81	0.68	18.23	45	1.59	29.07
SO1-Ca-B	5.62	0.68	3.82	35	1.88	7.19

STREET, ALLEY, & FLUME CAPACITY TABLE - EXISTING CONDITIONS

Design Point	Street / Alley Name	Section Description	Longitudinal Slope (ft/ft)	Contributing Drainage Area	Area (Ac.)	Runoff Coefficient (C)	Time of Concentration (min)	I_{100} (in/hr)	100 Year Flow (cfs)	100 Year Depth of Flow (ft)	100 Year Max Allowable Depth (ft)
A	Market Street North side of Basin Street	60' ROW (41' B-B)	0.0020	SO1-Ca-A	26.81	0.82	45	3.82	84.04	1.045	1.083
B	Basin Street West of Market Street	60' ROW (41' B-B)	0.0021	SO1-Ca-B	5.62	0.83	35	4.48	20.92	0.656	1.083
C	Market Street at I-20 Frontage Road	60' ROW (41' B-B)	0.0052	SO1-Ca	56.64	0.78	55	3.35	147.97	1.082	1.083

CITY OF MIDLAND APPROVED 12/27/2022 ENGINEERING

DEVELOPED DRAINAGE AREA CALCULATIONS - 100 Year

Area No.	Acres	Runoff Coeff.	CA	T_c (min.)	I_{100} (in./hr.)	Q_{100} (c.f.s.)
SO1-Ca	56.64	0.90	50.98	55	3.35	170.73
SO1-Ca-A	26.81	0.90	24.13	45	3.82	92.24
SO1-Ca-B	5.62	0.90	5.06	35	4.48	22.68

DEVELOPED DRAINAGE AREA CALCULATIONS - 5 Year

Area No.	Acres	Runoff Coeff.	CA	T_c (min.)	I_5 (in./hr.)	Q_5 (c.f.s.)
SO1-Ca	56.64	0.90	50.98	55	1.39	70.89
SO1-Ca-A	26.81	0.90	24.13	45	1.59	38.48
SO1-Ca-B	5.62	0.90	5.06	35	1.88	9.52

PARKHILL SMITH & COOPER, INC. TEXAS REGISTERED ENGINEERING FIRM F-560 ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER 3/4/15

PSC PARKHILL SMITH & COOPER

5 Year Storm

AREA A: RUNOFF COEFFICIENT CALCULATIONS - EXISTING LAND USE

Area	Land Use	Soil Type	Area (ac)	C	A*CN
Developed	Industrial	B	22.59	0.73	16.492
Undeveloped	Pasture/Range	B	4.22	0.41	1.730
		Total (Ac.) =	26.81	Total =	18.222
		Total (Sq. Mi.) =	0.042	Weighted C =	0.68

AREA B: RUNOFF COEFFICIENT CALCULATIONS - EXISTING LAND USE

Area	Land Use	Soil Type	Area (ac)	C	A*CN
Developed	Industrial	B	4.77	0.73	3.480
Undeveloped	Pasture/Range	B	0.86	0.41	0.351
		Total (Ac.) =	5.62	Total =	3.831
		Total (Sq. Mi.) =	0.009	Weighted C =	0.68

TOTAL AREA: RUNOFF COEFFICIENT CALCULATIONS - EXISTING LAND USE

Area	Land Use	Soil Type	Area (ac)	C	A*CN
Developed	Industrial	B	42.98	0.73	31.378
Undeveloped	Pasture/Range	B	13.66	0.41	5.601
		Total (Ac.) =	56.64	Total =	36.979
		Total (Sq. Mi.) =	0.089	Weighted C =	0.65

100 Year Storm

AREA A: RUNOFF COEFFICIENT CALCULATIONS - EXISTING LAND USE

Area	Land Use	Soil Type	Area (ac)	C	A*CN
Developed	Industrial	B	22.59	0.9	20.333
Undeveloped	Pasture/Range	B	4.22	0.41	1.730
		Total (Ac.) =	26.81	Total =	22.063
		Total (Sq. Mi.) =	0.042	Weighted C =	0.82

AREA B: RUNOFF COEFFICIENT CALCULATIONS - EXISTING LAND USE

Area	Land Use	Soil Type	Area (ac)	C	A*CN
Developed	Industrial	B	4.77	0.9	4.290
Undeveloped	Pasture/Range	B	0.86	0.41	0.351
		Total (Ac.) =	5.62	Total =	4.642
		Total (Sq. Mi.) =	0.009	Weighted C =	0.83

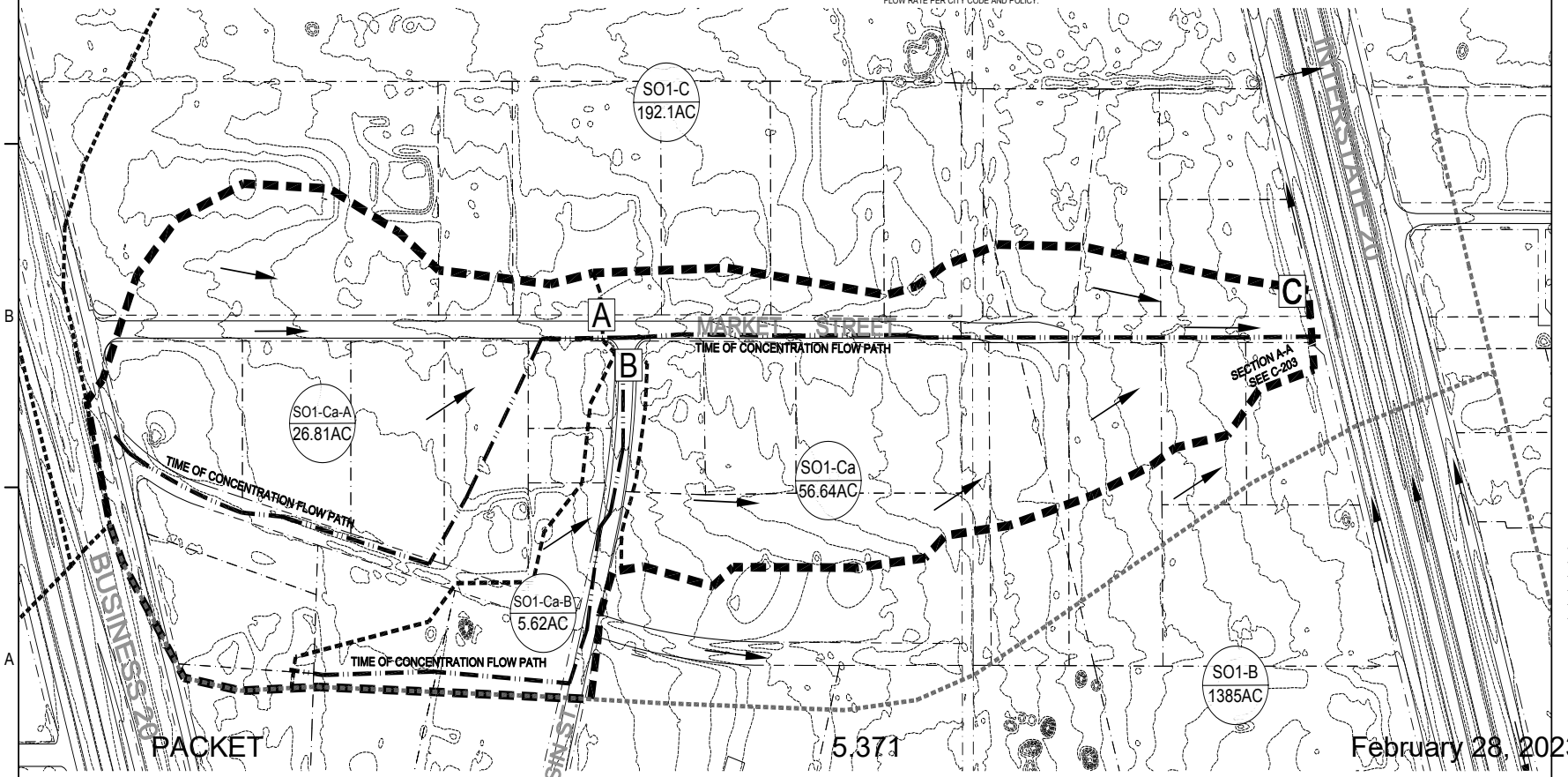
TOTAL AREA: RUNOFF COEFFICIENT CALCULATIONS - EXISTING LAND USE

Area	Land Use	Soil Type	Area (ac)	C	A*CN
Developed	Industrial	B	42.98	0.9	38.686
Undeveloped	Pasture/Range	B	13.66	0.41	5.601
		Total (Ac.) =	56.64	Total =	44.286
		Total (Sq. Mi.) =	0.089	Weighted C =	0.78

STREET, ALLEY, & FLUME CAPACITY TABLE - DEVELOPED CONDITIONS (SEE NOTE 1)

Design Point	Street / Alley Name	Section Description	Longitudinal Slope (ft/ft)	Contributing Drainage Area	Area (Ac.)	Runoff Coefficient (C)	Time of Concentration (min)	I_{100} (in/hr)	100 Year Flow (cfs)	100 Year Depth of Flow (ft)	100 Year Max Allowable Depth (ft)
A	Market Street North side of Basin Street	60' ROW (41' B-B)	0.0020	SO1-Ca-A	26.81	0.90	45	3.82	92.24	1.084	1.083
B	Basin Street West of Market Street	60' ROW (41' B-B)	0.0021	SO1-Ca-B	5.62	0.90	35	4.48	22.68	0.675	1.083
C	Market Street at I-20 Frontage Road	60' ROW (41' B-B)	0.0052	SO1-Ca	56.64	0.90	55	3.35	170.73	1.146	1.083

NOTES:
1. THE SLOPE OF MARKET STREET IS SET TO ACCOMMODATE ONLY THE EXISTING AREA'S RUNOFF TAKING INTO ACCOUNT ONLY THE CURRENTLY DEVELOPED AREAS IN THE WATERSHED. ANY ADDITIONAL DEVELOPMENT IN THIS AREA WILL BE REQUIRED TO DETAIN/RETAIN AND/OR OUTFALL ANY ADDITIONAL RUNOFF EQUAL TO THE EXISTING FLOW RATE PER CITY CODE AND POLICY.



A1 DRAINAGE AREA MAP
1" = 150'

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

N

0 150' 300'

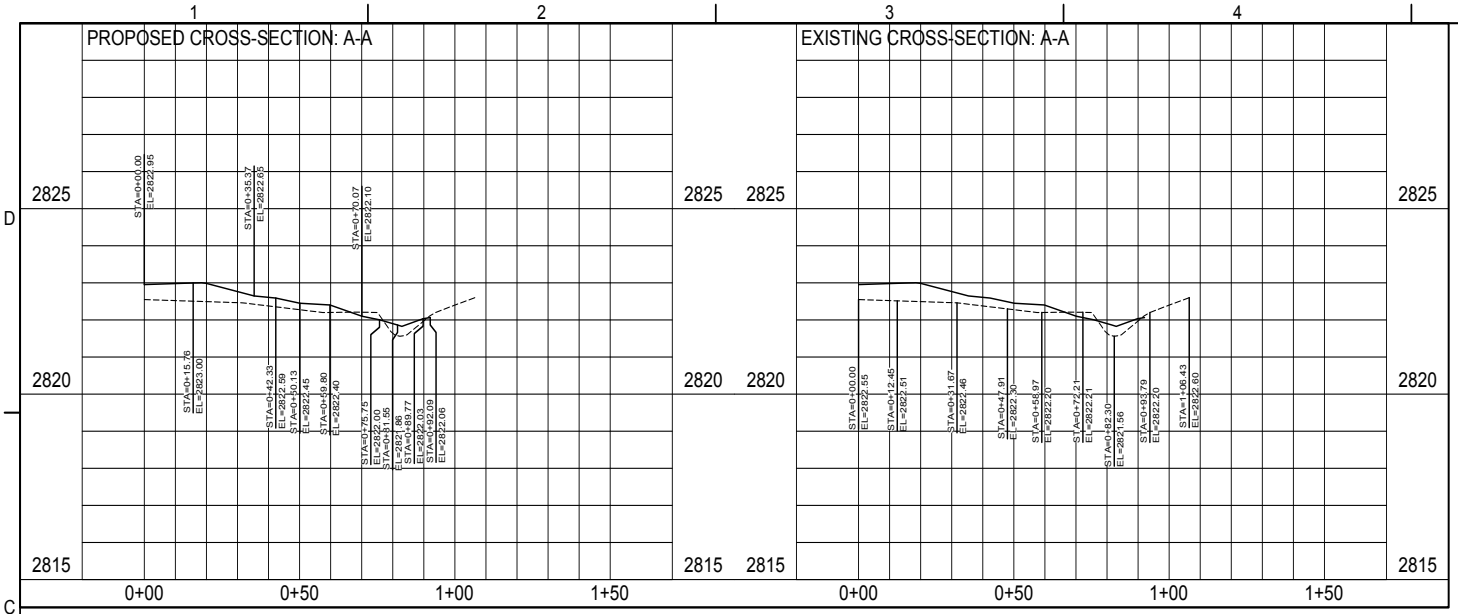
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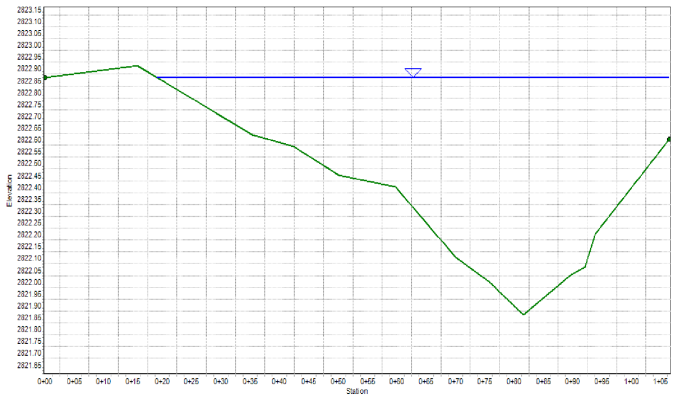
ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

DRAINAGE AREA MAP

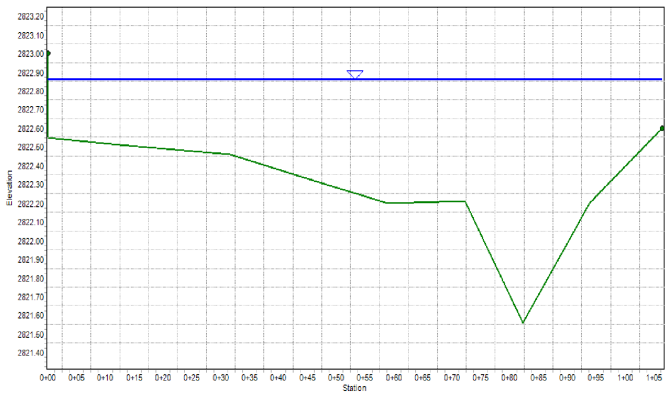
C-202

PACKET 5.371 February 28, 2023





APPROXIMATE CHANNEL S = 0.1%
CHANNEL n = 0.13
CHANNEL CAPACITY @ 2822.86 = 98.45 cfs



APPROXIMATE CHANNEL S = 0.1%
CHANNEL n = 0.5
CHANNEL CAPACITY @ 2822.86 = 39.88 cfs

NOTE: THE ELEVATION OF 2822.86 REFLECTS 1' ABOVE THE MIDDLE OF THE PROPOSED CROSS SECTION AND 6" ABOVE THE SURROUNDING CURBS. THE ABOVE CROSS SECTIONS SHOW THAT THE POSSIBLE CAPACITY OF THE BORROW DITCH ON THE NORTH SIDE OF I-20 IS INCREASED WHEN CONVERTED TO CONCRETE. NO ADDITIONAL CHANNEL WIDTH OR DEPTH IS NEEDED TO CONVEY THE FLOW IN THE DITCH EVEN AFTER DEVELOPMENT. ALSO, THE INCREASE IN FLOW CREATED BY THE SLAB DRAIN (SMALL CULVERT) IS NOT INCLUDED IN THE ABOVE CALCULATION.

TRAVEL PATH - TO POINT A BY WAY OF EXISTING MARKET STREET

Description	Length (ft)	Drop (ft)	Slope	V (fps)	Tc (min)	Vel. Factor
Grassed Waterway	152	-	1.20%	1.64	1.54	15
Grassed Waterway	309	-	0.28%	0.79	6.49	15
Grassed Waterway	463	-	0.07%	0.40	19.44	15
Sheet Flow	149	-	0.63%	0.56	4.41	7.1
Sheet Flow	237	-	0.51%	0.51	7.79	7.1
Sheet Flow	216	-	0.70%	0.59	6.06	7.1
Curb & Gutter	168	-	0.20%	1.34	2.09	30
Total Length =	1694	Total Time of Concentration =			45.73	
		Rounded Time of Concentration =			45	

TRAVEL PATH - TO I-20 FRONTAGE FROM POINT A

Description	Length (ft)	Drop (ft)	Slope	V (fps)	Tc (min)	Vel. Factor
Curb & Gutter	170	-	0.20%	1.34	2.11	30
Curb & Gutter	50	-	2.40%	4.65	0.18	30
Curb & Gutter	195	-	0.55%	2.22	1.46	30
Curb & Gutter	55	-	1.90%	4.14	0.22	30
Curb & Gutter	325	-	0.90%	2.85	1.90	30
Curb & Gutter	267	-	0.29%	1.62	2.75	30
Total Length =	1062	Total Time of Concentration =			8.63	
		Rounded Time of Concentration =			10	

TRAVEL PATH - TO POINT B BY WAY OF BASIN STREET

Description	Length (ft)	Drop (ft)	Slope	V (fps)	Tc (min)	Vel. Factor
Sheet Flow	135	-	1.14%	0.76	2.97	7.1
Sheet Flow	275	-	0.90%	0.67	6.80	7.1
Sheet Flow	360	-	0.28%	0.32	18.96	7.1
Curb & Gutter	133	-	0.75%	2.58	1.65	30
Curb & Gutter	511	-	0.83%	2.73	3.12	30
Curb & Gutter	254	-	0.21%	1.37	3.08	30
Total Length =	1668	Total Time of Concentration =			36.52	
		Rounded Time of Concentration =			35	

CITY OF MIDLAND APPROVED 12/27/2022 ENGINEERING

APPROVAL IS VALID FOR 180 DAYS FROM DATE OF APPROVAL

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, or any City Ordinance, of the City Standard Details & Specifications, or any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL preceding by prior authority to exhibit or attempt the provisions of of the City Code, or any City Ordinance, of the City Standard Details & Specifications, or any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the construction drawings and other data submitted to the Engineering Division-Development Department, shall not prevent the Engineering Division-Development from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Division-Development is authorized to stop construction of work or withhold utility services when such work is found to be in violation of the City Code, or any City Ordinance, of the City Standard Details & Specifications, or any other ordinance or adopted policy of the City of Midland jurisdiction.

PARKHILL SMITH & COOPER, INC. TEXAS REGISTERED ENGINEERING FIRM F-2609 ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER 3/4/15

PARKHILL SMITH & COOPER

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

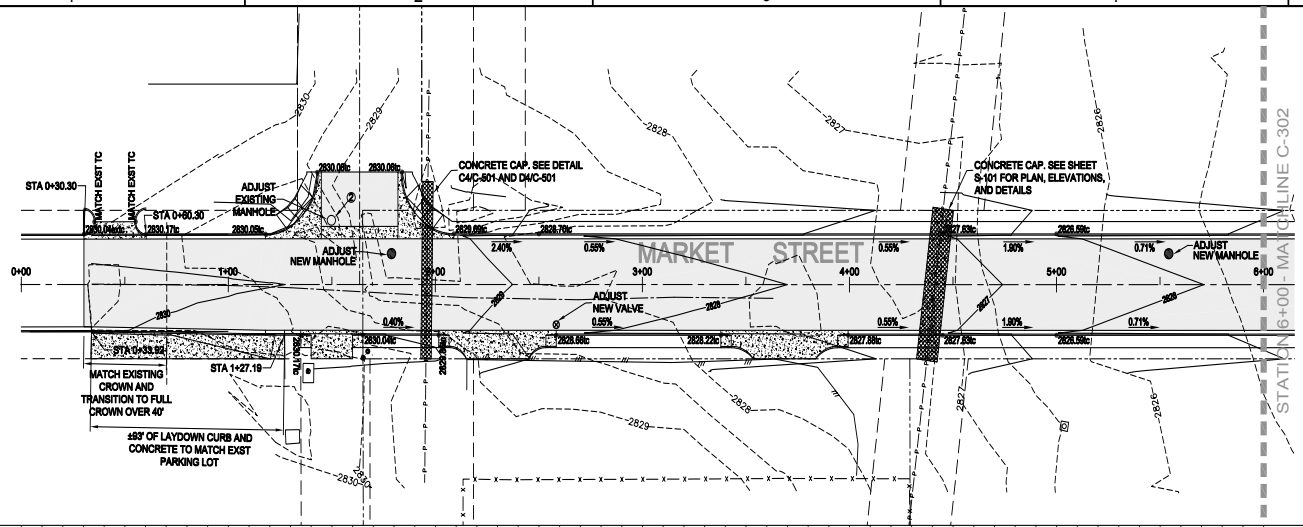
KEY PLAN

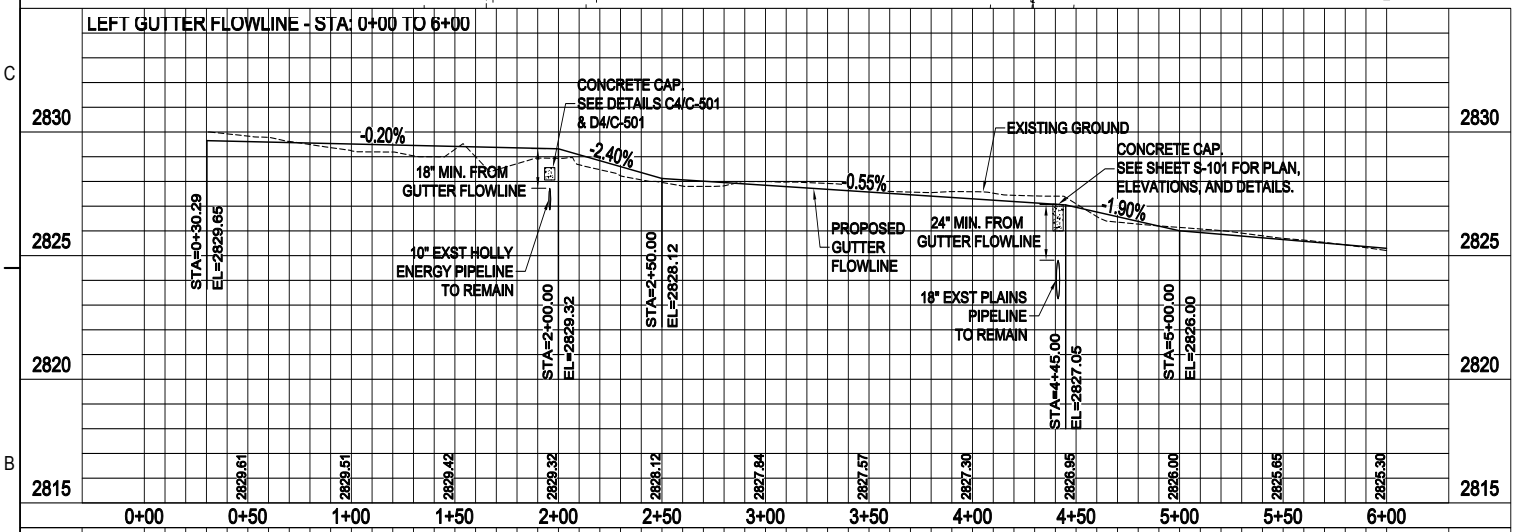
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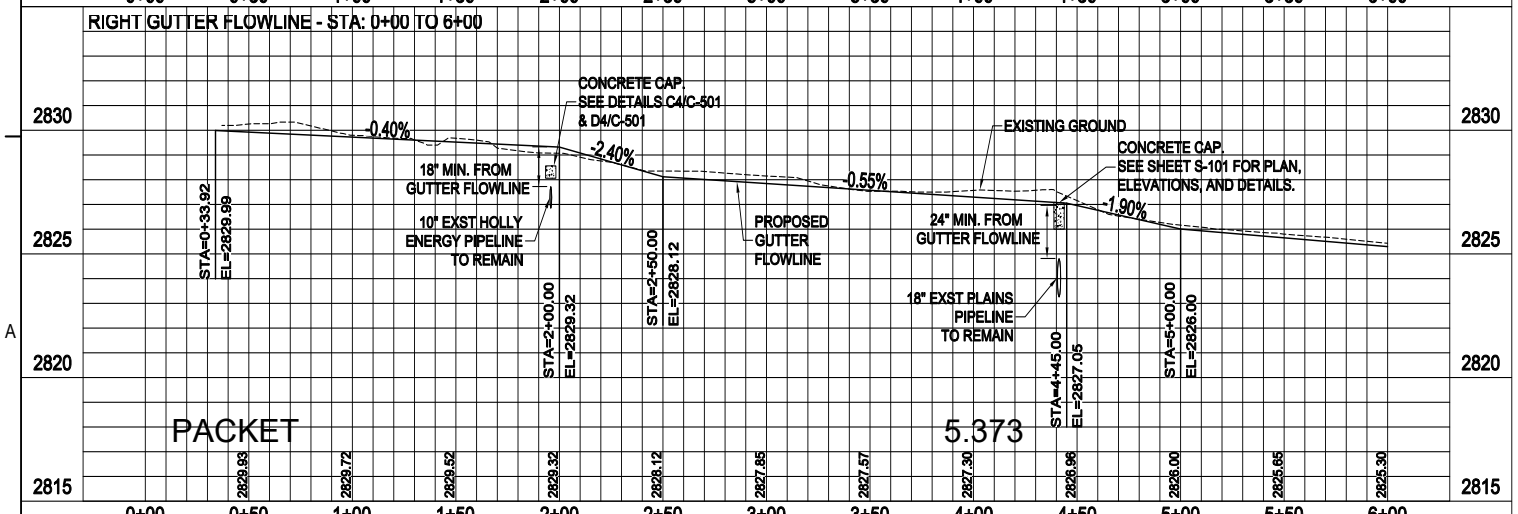
ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

DRAINAGE CALCULATIONS

C-203







PARKHILL SMITH & COOPER

ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER 3/4/15

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

SCALE:
H: 1" = 30'
V: 1" = 3'

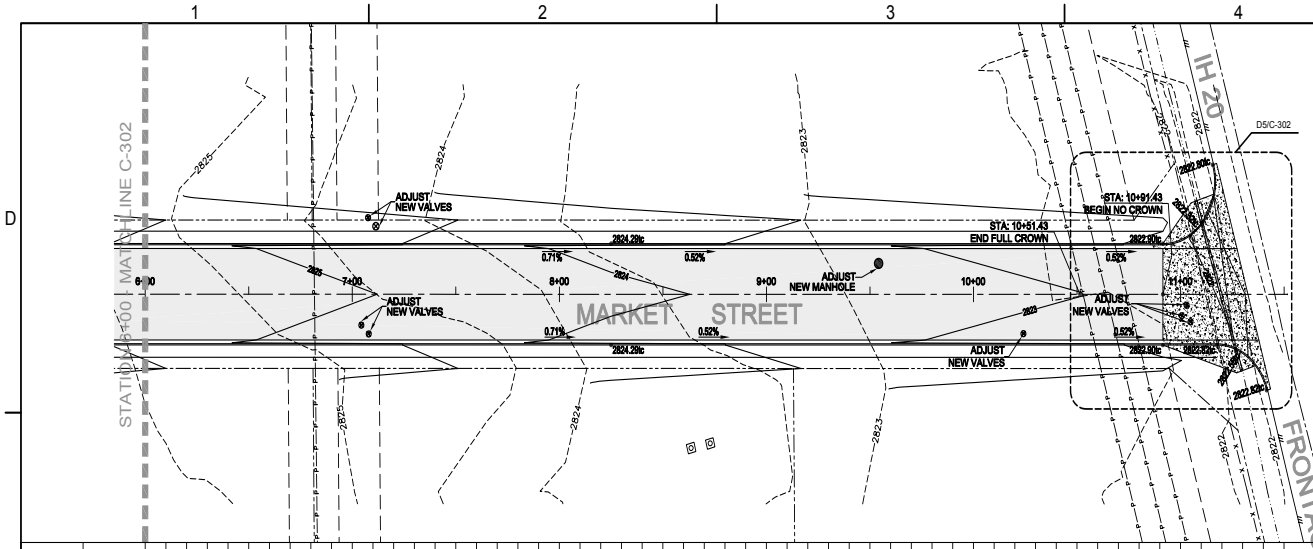
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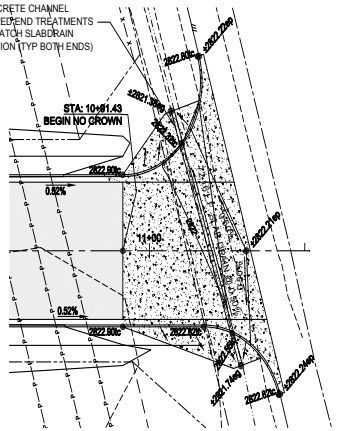
ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

PLAN AND PROFILE STA 0+00 TO 6+00

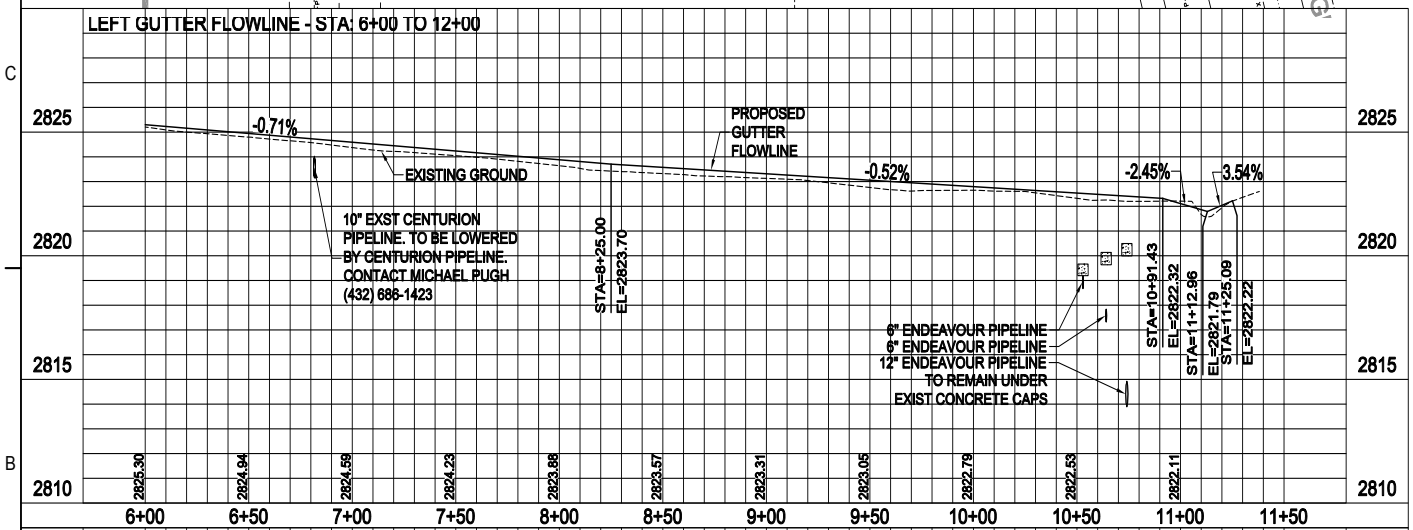
CITY OF MIDLAND APPROVED FOR ENGINEERING 12/27/2022

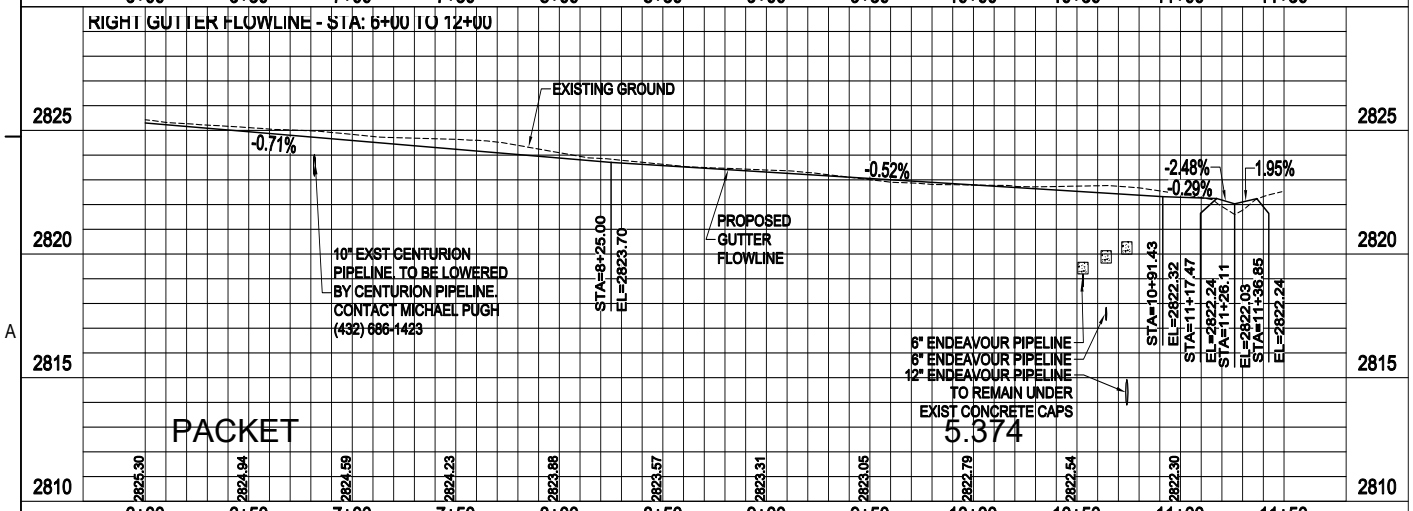
C-301





D5 SLABDRAIN AND PAVING GRADES
1" = 20'





PARKHILL SMITH & COOPER

ERIC L. WEST
90349
LICENSED PROFESSIONAL ENGINEER
3/4/15

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

SCALE:
H: 1" = 30'
V: 1" = 3'

NO	DATE	DESCRIPTION

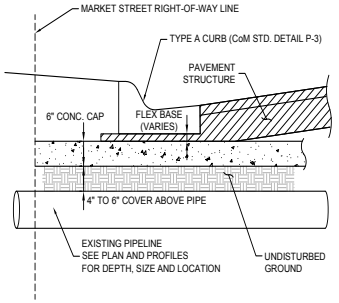
ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

PLAN AND PROFILE STA 6+00 TO END

CITY OF MIDLAND APPROVED 12/7/2022 ENGINEERING

C-302





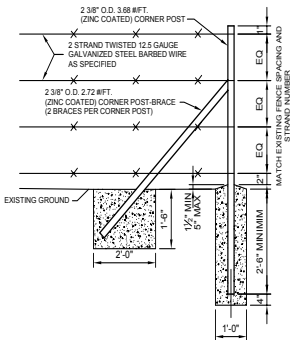
D4 CONCRETE CAP OVER PIPELINE
NO SCALE

ADDITIONAL CITY OF MIDLAND DETAILS TO BE REFERENCED

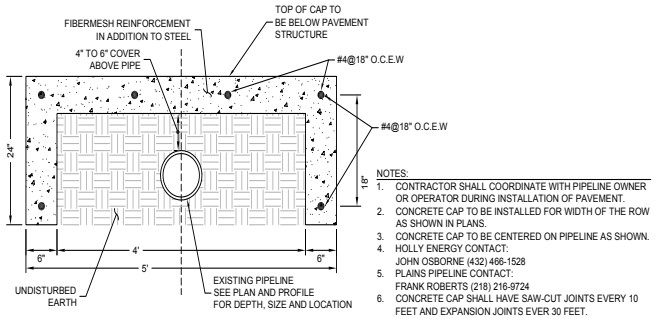
P-3 CURB & GUTTER DETAILS

P-7 VALLEY GUTTER & FILLETS

P-12 INTERSECTION PAVEMENT

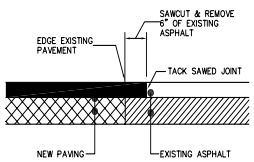


C1 BARBED WIRE CORNER POST
NO SCALE

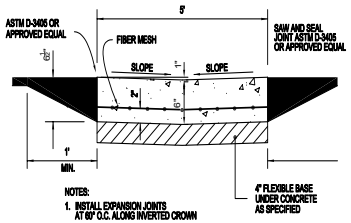


NOTES:
1. CONTRACTOR SHALL COORDINATE WITH PIPELINE OWNER OR OPERATOR DURING INSTALLATION OF PAVEMENT.
2. CONCRETE CAP TO BE INSTALLED FOR WIDTH OF THE ROW AS SHOWN IN PLANS.
3. CONCRETE CAP TO BE CENTERED ON PIPELINE AS SHOWN.
4. HOLLY ENERGY CONTACT: JOHN OSBORNE (432) 466-1528
5. PLAINS PIPELINE CONTACT: FRANK ROBERTS (218) 216-9724
6. CONCRETE CAP SHALL HAVE SAW-CUT JOINTS EVERY 10 FEET AND EXPANSION JOINTS EVER 30 FEET.

C4 CONCRETE CAP CROSS SECTION
NO SCALE

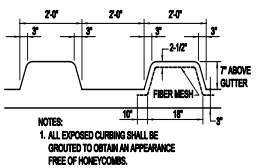


B1 NEW ASPHALT TO EXIST. ASPHALT
NO SCALE



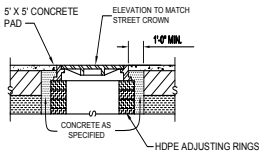
NOTES:
1. INSTALL EXPANSION JOINTS AT 60' O.C. ALONG INVERTED CROWN
2. SAWED CONTRACTION JOINTS AT 10' O.C. TYP. SEAL TO CONFORM TO SDHPT 1982 STANDARD SPEC. ITEM 360.2 (9a) CLASS 2.
3. BASE UNDER ASPHALT NOT SHOWN

B2 CONCRETE VALLEY GUTTER
NO SCALE

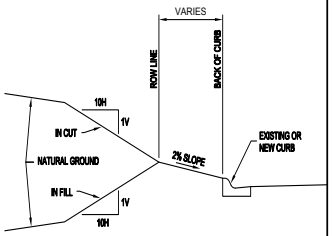


NOTES:
1. ALL EXPOSED CURBING SHALL BE GROUTED TO OBTAIN AN APPEARANCE FREE OF HONEYCOMBS.

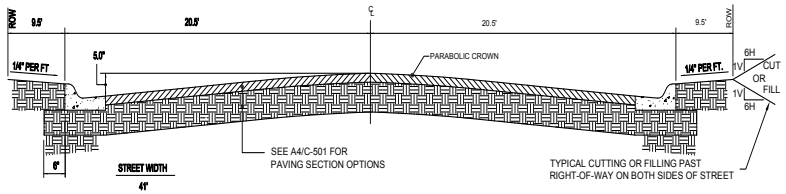
B3 SLOTTED CURB & GUTTER
NO SCALE



B4 MANHOLE ADJUSTMENT RING
NO SCALE

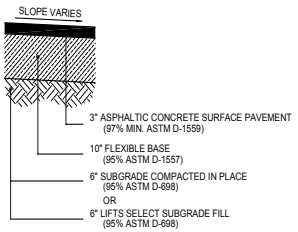


B5 TYPICAL RIGHT OF WAY GRADING
NO SCALE

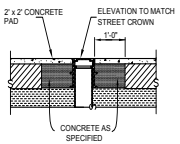


A1 TYPICAL STREET SECTION
NO SCALE

(NOT CITY OF MIDLAND STANDARD DETAIL)



HOT MIX ASPHALTIC CONCRETE SECTION
A4 NO SCALE



A5 VALVE BOX ADJUSTMENT
NO SCALE

PACKET 5.375 February 28, 2023

PSC PARKHILL SMITH & COOPER

PARKHILL SMITH & COOPER, INC. TEXAS REGISTERED ENGINEERING FIRM F-560 ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER 3/4/15

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

NO	DATE	DESCRIPTION

ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

PAVING DETAILS

C-501

\\Mainfile\projects\9714_1\CAD\SUB_SHEETS\9714sht_PAVDTLS01.dgn by Hoag, C.W.T., 3/4/2015 3:03:39 PM,
Xrefs: Titleblock.dgn, PSC Portrait.dgn

CITY OF MIDLAND
APPROVED
12/27/2022
ENGINEERING
APPROVAL TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland Code of Ordinances, Standard Details and Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS proceeding to plan subsidy or construction shall not prevent the City of Midland, Texas, a municipality of the City Midland Article III Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction from requiring the correction of errors in the plans and construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny exceptions or use of discretionary powers contained in the Code of Ordinances of the City of Midland, Texas, or any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

1. CODES:
   ALL FABRICATION, ERECTION, AND DESIGN OF STRUCTURAL MEMBERS SHALL MEET THE MINIMUM STANDARDS OF THE FOLLOWING CODES:
   A. AMERICAN CONCRETE INSTITUTE (ACI): ACI 318-05 & OTHER APPLICABLE ACI STANDARDS
   B. AMERICAN ASSOCIATION OF STATE HIGHWAY TRANSPORTATION OFFICIALS (AASHTO), 2007
   C. CONCRETE REINFORCING STEEL INSTITUTE (CRSI)
   D. ASTM SPECIFICATIONS

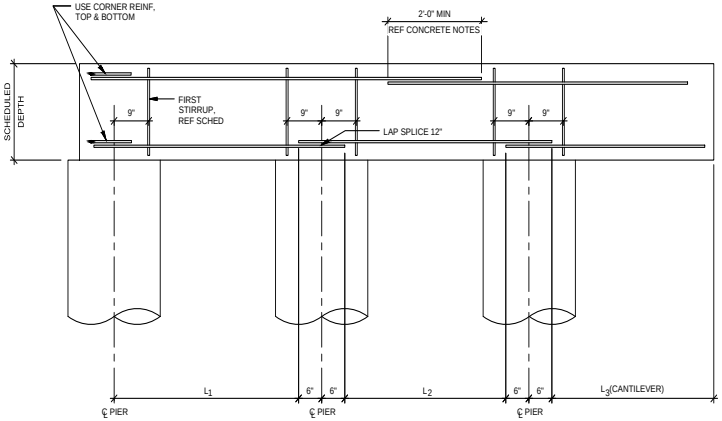
2. MATERIAL PROPERTIES
   CONCRETE 4000 PSI AT 28 DAYS
   REINFORCING GRADE 60 ASTM A-615

3. FOUNDATION
   A. DRILLED PIERS ARE DESIGNED ON AN ALLOWABLE END BEARING CAPACITY OF 15 KSF, AND AN ALLOWABLE SKIN FRICTION OF 500 PSF FROM 5'-0" TO 10'-0". DEPTH OF DRILLED PIER IS 10'-6" BELOW SURFACE ELEVATION.
   B. TERRACON CONSULTANTS SHOULD BE CONTACTED TO VIEW PIER EXCAVATIONS PRIOR TO PLACING CONCRETE TO VERIFY BEARING CAPACITY.

4. CONCRETE
   A. ALL EXTERIOR CONCRETE INCLUDING WALKS AND CURBS OUTSIDE THE BUILDING LINE SHALL BE AIR ENTRAINED.
   B. PROVIDE STANDARD BAR CHAIRS AND SPACERS FOR REINFORCING AT A MAXIMUM OF 4'-0" CENTERS FOR ALL SLABS AND BEAMS.
   C. BAR LAP SPLICES:
      a. LAP CONTINUOUS UNSCHEDULED REINFORCING BARS AS FOLLOWS: BOTTOM BARS IN MEMBERS SUPPORTED BY COLUMNS OR PIERS - 12" AT SUPPORTS ONLY; ALL OTHERS - 36 BAR DIAMETERS.
   D. THERE SHALL BE NO HORIZONTAL CONSTRUCTION JOINTS IN CONCRETE BEAM, FOOTING, OR SLAB POURS. ALL CONSTRUCTION JOINTS SHALL BE MADE AT THIRD POINTS OF SPANS WITH VERTICAL BULKHEADS. THE LOCATION OF CONSTRUCTION JOINTS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER.

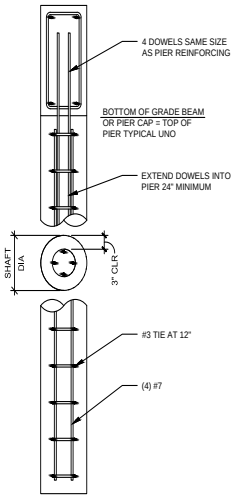
5. SLABS
   A. CURING SLABS
      a. SLABS SHALL BE WET CURED FOR 3 DAYS AFTER CONCRETE PLACEMENT. WET CURING SHALL BEGIN IMMEDIATELY AFTER FINAL FINISHING OF SLAB SURFACE AND SHALL CONSIST OF CONTINUOUS MISTING BY SPRINKLER OR WET BURLAP.
      b. NO WORK WILL BE PERMITTED ON THE SLAB DURING WET CURING.
      c. IMMEDIATELY AFTER REMOVAL OF SPRINKLER OR BURLAP, CONTRACTOR SHALL APPLY APPROVED CURING COMPOUND.

6. REINFORCEMENT AND MISC STEEL
   A. UNLESS OTHERWISE NOTED, CONCRETE COVER OVER STEEL REINFORCEMENT SHALL CONFORM TO THE MINIMUMS REQUIRED BY THE CURRENT EDITION OF ACI 318.
   B. REINFORCEMENT DETAILING AND PLACEMENT SHALL CONFORM TO ACI 318 AND ACI 315, EXCEPT WHERE OTHERWISE INDICATED.

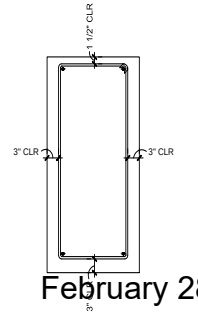


NOTE:
FOR SPLICES IN CONTINUOUS REINF, SPLICE SHALL BE CLASS B AND OCCUR AT MIDSPAN, REF CONCRETE NOTES.

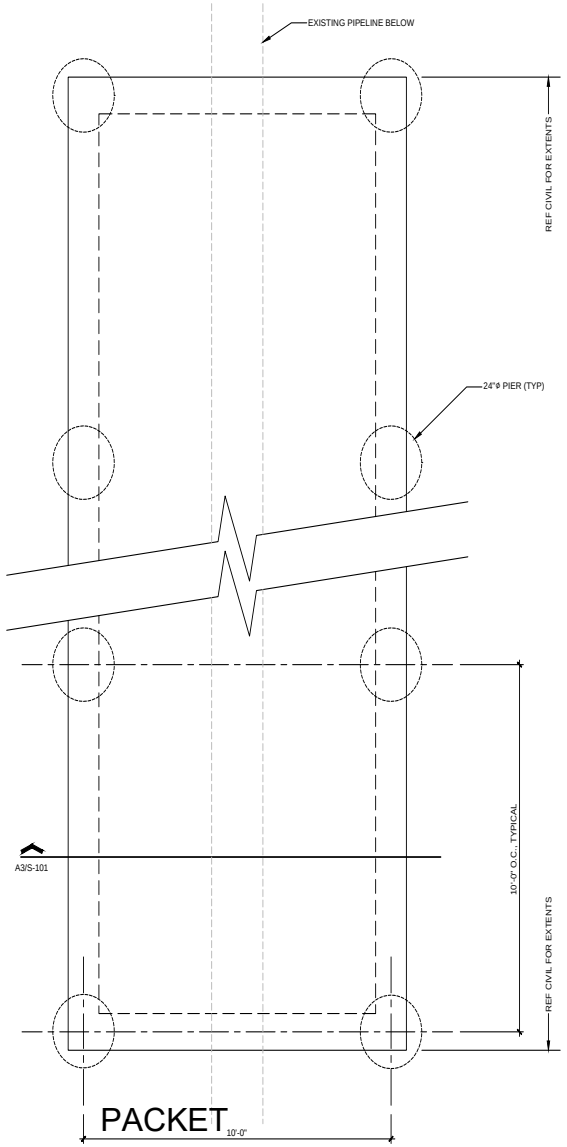
D4 TYPICAL GRADE BEAM REINFORCING
NTS



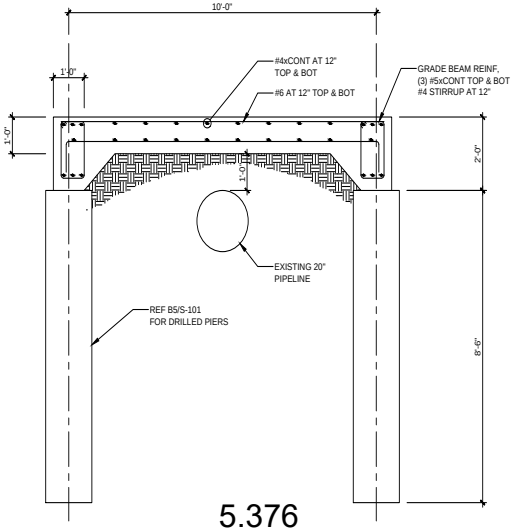
B5 TYPICAL DRILLED PIER
NTS



A5 TYPICAL GRADE BEAM COVER
NTS



A1 FOUNDATION PLAN
1/2"=1'-0"



A3 SECTION
1/2"=1'-0"

PACKET 5.376 February 28, 2023

PSC
PARKHILL SMITH & COOPER

PARKHILL, SMITH & COOPER, INC. STATE OF TEXAS F-560
MICHAEL ROLAND HOLDER
93654
03/04/2015

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

NO	DATE	DESCRIPTION

ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

FOUNDATION PLAN, ELEVATION, AND DETAILS

S-101

CITY OF MIDLAND

ADDENDUM

RFP # 23001972

Project Number P22-08

TO ALL BIDDERS ON THE SUBJECT BID: Full-Depth Reconstruction Paving Project – 2022 Transportation

ADDENDUM # 3

DATE: January 31, 2023

The following is provided as a matter of clarification for all proposers as follows:

The date of the bid opening will be pushed back to February 8, 2023 at 2:00pm.

PLEASE RETURN THIS ADDENDUM WITH YOUR PROPOSAL BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Boler Equipment Service, Inc.
Company Name

Authorized Signature

2.8.2023
Date

Greg Boler
Please Print Above Name

432.694.0660
Phone

CITY OF MIDLAND
FULL-DEPTH RECONSTRUCTION PAVING PROJECT
2022 TRANSPORTATION
APRIL 2022

SHEET INDEX	
Sheet Number	Sheet Title
C100	COVER SHEET
C101	MASTER LAYOUT
C102	QUANTITIES
C103	GENERAL NOTES SHEET
C104	GENERAL NOTES SHEET
C120	TILDEN STREET DEMOLITION PLAN
C121	CLAY STREET DEMOLITION PLAN
C122	WEBSTER STREET DEMOLITION PLAN
C123	NOBLES AVENUE DEMOLITION PLAN
C124	NOBLES AVENUE DEMOLITION PLAN
C200	TILDEN STREET PLAN AND PROFILE
C201	TILDEN STREET PLAN AND PROFILE
C202	CLAY STREET PLAN AND PROFILE
C203	CLAY STREET PLAN AND PROFILE

SHEET INDEX	
Sheet Number	Sheet Title
C204	WEBSTER STREET PLAN AND PROFILE
C205	WEBSTER STREET PLAN AND PROFILE
C206	NOBLES AVENUE PLAN AND PROFILE
C207	NOBLES AVENUE PLAN AND PROFILE
C208	NOBLES AVENUE PLAN AND PROFILE
C300	PAVING DETAILS
C301	PAVING DETAILS
C302	PAVING DETAILS
C400	TILDEN STREET EROSION CONTROL PLAN
C401	CLAY STREET EROSION CONTROL PLAN
C402	WEBSTER STREET EROSION CONTROL PLAN
C403	EROSION CONTROL DETAILS

MAYOR

PATRICK PAYTON

COUNCIL MEMEBERS

SCOTT DUFFORD	**DISTRICT 1**
JOHN NORMAN	**DISTRICT 2**
JACK LADD	**DISTRICT 3**
LORI BLONG	**DISTRICT 4**
ROBIN POOLE	**AT LARGE**
DAN CORRALES	**AT LARGE**

CITY MANAGER
ROBERT PATRICK

ENGINEERING SERVICE DIRECTOR
JOSE E. ORTIZ
OFFICE: (432) 685-7286

CITY OF MIDLAND, 300 N. LORAINE ST., MIDLAND, TX 79702

CONTRACTOR_____

DATE CONTRACTOR BEGAN

WORK_____

DATE WORK WAS COMPLETED_____

DATE WORK WAS ACCEPTED_____

FINAL CONTRACT COST_____

SUBMITTED MM/DD/2022

Andrew L. Mellen, P.E.
ENGINEER

RECOMMENDED_____

CITY ENGINEER

RECOMMENDED_____

ENGINEERING SERVICES DIRECTOR

PROJECT VICINITY MAP
NOT TO SCALE

TDLR REVIEW REQUIRED

Know what's **below.** **Call** before you dig.

APPROVED
12/14/2022
AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any section of the City Code, of any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL is by the authority of the Director of Engineering Services of the City to give authority to construct City infrastructure in accordance with the City Code, Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the construction plans does not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction plans if such errors are found. The Director of Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
TEXAS ENGINEER FIRM #: F-15089
TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE
1			

DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

COVER SHEET
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C100

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F:\2021\21-0158-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0158 C100 COVER SHEET.DWG

0' 100' 200' 300'

SCALE 1" = 100'

Know what's **below.** **Call** before you dig.

APPROVED
CITY OF MIDLAND
12/14/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland. The issuance of this APPROVAL shall not prevent the City Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of public improvements which are not in accordance with the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
TEXAS ENGINEER FIRM #: F-15089
TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE
1			

DRAWN BY: JAR III
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

MASTER LAYOUT

TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE

CITY OF MIDLAND, TEXAS

SHEET C101

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F:\2021\21018\CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21018 C101 MASTER LAYOUT.DWG

CITY OF MIDLAND
APPROVED
12/14/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of the APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland Code of Ordinances, the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City of Midland Code of Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall be void. The Director of Engineering Services Department or construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of public improvements in violation of the provisions of the City of Midland Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

SUMMARY OF DEMOLITION ITEMS

	SAWCUTTING	REMOVAL & DISPOSAL OF EXISTING ASPHALT	REMOVAL & DISPOSAL OF EXISTING CONCRETE CURB & GUTTER	REMOVAL & DISPOSAL OF EXISTING CONCRETE (INCLUDES SIDEWALK, RAMPS AND DRIVEWAYS)	REMOVAL OF EXISTING FENCE	TREE DISPOSAL	RELOCATE EXISTING MANHOLE	RELOCATE EXISTING WATER VALVE	RELOCATE EXISTING POWER POLE	RELOCATE EXISTING LIGHT POLE
UNIT	LF	SY	LF	SY	LF	EA	EA	EA	EA	EA
DEPTH	2"–4"	2"–4"	–	4–6" TYP.	–	–		–	–	–
RATE	–	–	–	–	–	–	–	–	–	–
SHEET C120	165	1,535	–	–	–	–				
SHEET C121	202	1,474	480	345	–	–				
SHEET C122	163	1,367	141	12	75	5				
SHEET C200							–	–	–	–
SHEET C201							–	3	–	–
SHEET C202							–	6	–	–
SHEET C203							–	3	1	1
SHEET C204							1	–	–	1
SHEET C205							–	3	–	–
TOTALS:	530	4,376	621	357		5	1	15	1	2

SUMMARY OF PAVING ITEMS

	SUBGRADE PREPARATION	2" TYPE D HMAC ASPHALT PAVEMENT SURFACE COURSE (PG70–22)	8" FLEXIBLE BASE (TYPE A, GRADE 4)	BITUMINOUS PRIME COAT (MC–30 or AEP)	BITUMINOUS TACK COAT (MC–30 or AEP)	TYPE A CONCRETE CURB & GUTTER	TYPE D CONCRETE LAYDOWN CURB & GUTTER	TRANSITION TO LAY–DOWN CURB	CONCRETE FILLET VALLEY GUTTER	6" JOINTED CONCRETE DRIVEWAYS	6" STANDARD ALLEY APPROACH DRIVEWAYS	TYPE 4 CONCRETE DIAGONAL CURB RAMP	TYPE 12 CONCRETE DIAGONAL CURB RAMP	4" CONCRETE SIDEWALK
UNIT	SY	TON	SY	GAL	GAL	LF	LF	LF	SY	SY	SY	SY	SY	SY
DEPTH	6–8" TYP.	2"	8"	–	–	6"	2"	–	–	6"	6"	4"	4"	4"
RATE	–	220 LBS/SY	–	0.20 GAL/SY	0.10 GAL/SY	–			–	–	–	–	–	–
SHEET C200	718	79	718	144	72	230	15	12	–	39	–	–	–	125
SHEET C201	718	79	718	144	72	–	–	–	104	29	–	–	–	–
SHEET C202	889	98	889	178	89	234	108	22	61	–	32	46	–	116
SHEET C203	889	98	889	178	89	214	167	82	61	197	–	23	–	116
SHEET C204	685	75	685	137	69	347	–	–	–	–	12	24	–	193
SHEET C205	685	75	685	137	69	136	15	–	115	–	–	–	9	73
TOTALS:	4,584	505	4,584	917	459	1,161	305	116	341	265	44	93	9	623

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REVISIONS	BY	APPR.	DATE
Δ			

DRAWN BY: JAR III
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

QUANTITIES
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CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C102

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F:\2021\21-0158-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0158 C102 QUANTITIES.DWG

GENERAL NOTES

BENCHMARK:

ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO THE NATIONAL GEODETIC VERTICAL DATUM 1988.

GENERAL:

1. THIS DESIGN IS FOR PUBLIC PAVING IMPROVEMENTS AT CAMP STREET, HICKS AVENUE, LATTA STREET, MARLIN STREET, MISSOURI AVENUE, MORAN AVENUE, NOBLES AVENUE, AND SPRUCE STREET.
2. ALL CONSTRUCTION SHALL COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE, ALL OTHER STANDARDS AND REQUIREMENTS SHALL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS, WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A PROJECT SCHEDULE TO CITY STAFF PRIOR TO CONSTRUCTION. THE SCHEDULE WILL OUTLINE THE ANTICIPATED START AND END DATES FOR EACH PHASE OF THE PROJECT.
4. EXISTING UTILITIES (OR OTHER OBJECTS) INDICATED IN THE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE CITY ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
5. ALL PARTS OF THE PROJECT, INCLUDING THE SECTIONS CALLING ONLY FOR ASPHALT AND BASE REMOVAL (WITHOUT GRADING DESIGN), INTENDS FOR SURFACE AND DRAINAGE IMPROVEMENTS AT ALL ADJACENT STREET AND INTERSECTIONS. THE CONTRACTOR WILL ENSURE POSITIVE SURFACE DRAINAGE IN THE ASPHALT AND BASE REMOVAL SECTIONS WITH SPECIAL ATTENTION TO SURFACE DRAINAGE WITHIN ALL INTERSECTIONS AND MATCH THE ELEVATIONS SHOWN ON THE PLANS.
6. THE CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT, TREES AND OVERHEAD UTILITY LINES ARE COMMON. THE CONTRACTOR SHALL PROVIDE THE PROPER EQUIPMENT TO COMPLETE THE WORK IN THE URBAN ENVIRONMENT. ALL TREE CARE SHALL BE IN COMPLIANCE WITH ANSI A300
7. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THE DESIGN DRAWINGS ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.
8. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
9. THE EXISTING ALIGNMENT IS THE CONTROL FOR CONTRACTOR STAKING. ESTABLISH REFERENCE POINTS FOR THE CONTROL PRIOR TO REMOVING THE EXISTING SURFACE AND PAVEMENT MARKINGS.
10. EXISITING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING [CITY OF MIDLAND RECORDS, SITE INSPECTIONS, POTHOLES, RECENT EXCAVATIONS, SURVEYS, ONE CALL MARKINGS, AND/ OR PRIVATE INFRASTRUCTURE OWNER RECORDS]. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE ENGINEER OF ANY CONFLICTS BETWEEN THE EXISTING CONDITIONS AND PROJECT DESIGN.
11. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.
12. TRAFFIC CONTROL FOR THIS PROJECT WILL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR MUST SUBMIT A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE THE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.
13. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EAIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERUPPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY THE CONTRACTOR.
14. MATERIAL STORAG E IS TO BE PLACED IN THE WORK ZONE IDENTIFIED IN THE APPROVED TRAFFIC CONTROL PLAN.
15. THE CONTRACTOR SHALL COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN THE PROJECT BID PACKET.

DEMOLITION NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.
2. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERD INCIDENTAL TO ALL PROJECT WORK.

EROSION CONTROL:

1. INSTALL, USE, AND MAINTAIN A CONCRETE WASHOUT AT AN APPROVED LOCATION AND AS SHOWN HEREIN ON THESE PLANS AND SPECIFICATIONS.
2. COMPLY WITH THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) STORM WATER MANAGEMENT PROGRAM (SWMP).
3. IMPLEMENT SOIL STABILIZATION PRACTICES, STRUCTURAL EROSION AND SEDIMENT CONTROLS, POLLUTION PREVENTION, AND SITE SPILL RESPONSE BEST MANAGEMENT PRACTICES, AND SITE INSPECTIONS IN ACCORDANCE WITH STORM WATER POLLUTION PREVENTION PLAN (SWP3 OR SWPPP) REQUIREMENTS AND SHEETS.
4. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT GUTTER LOCATIONS AT LIMITS OF WORK ZONE, INCLUDING INTERSECTIONS ADJACENT TO WORK ZONE. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT STORM DRAIN INLETS THAT ARE LOCATED WITHIN WORK ZONE.
5. DAMAGES TO ADJACENT PROPERTY OR TO RECEDING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
6. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OR ANY OFF-SITE SILTATION CAUSED BY THEIR OPERATIONS AND/OR FAILURE OF EROSION CONTROL MEASURES, AT NO ADDITIONAL COST TO CITY.
7. INSPECT THE PROJECT AT A MINIMUM OF EVERY 14 DAYS AND AFTER EVERY RAINFALL OF 1/2 INCHES OR GREATER TO DETERMINE THE INTEGRITY AND EFFECTIVENESS OF THE EROSION CONTROL MEASURES. PREPARE A WRITTEN INSPECTION REPORT TO BE FILED WITH THE PROJECT RECORD DOCUMENTS.
8. ALL STOCKPILED SOILS SHALL BE SURROUNDED BY SILT FENCE, OR EQUIVALENT MEASURE AS APPROVED BY ENGINEER, TO PROPERTY CONTROL SEDIMENT RUNOFF.
9. TAKE NECESSARY MEASURES TO MINIMIZE OFF-SITE TRACKING OR TRANSPORT OF SEDIMENT AND DEBRIS. ANY CONSTRUCTION DEBRIS (MUD, GRAVEL, ETC.) THAT FALLS OUT ONTO AN ADJACENT AREA MUST BE PROMPTLY REMOVED AT NO ADDITIONAL COST TO THE CITY.
10. TO DEWATER EXCAVATIONS, USE A PROTECTED PUMP DISCHARGE TO FILTER THE DISCHARGE WATER. DEWATERING MUST ADHERE TO THE FOLLOWING RESTRICTIONS:
    - DO NOT PUMP WATER DIRECTLY INTO ANY SLOPES
    - SEDIMENTS IN PUMPED WATER SHALL BE MINIMIZED BEFORE DRAINING TO STREET. USE SEDIMENT BAGS TO REMOVE OR REDUCE SEDIMENT IN PUMPED WATER.
    - IF DISCHARGE REGION SHOWS SIGNS OF EROSION OR INSTABILITY, STOP DEWATERING IMMEDIATELY.
    - CHECK THE CONDITION OF CHANNELS USED FOR DEWATERING FOR STABILITY AND STEADINESS.
    - DISCHARGED WATER SHALL NOT BE DIRECTLY CONTAMINATED WITH GREASE, OIL, CHEMICALS ,NOR ANY OTHER TOXIC SUBSTANCE.
    - OBTAIN NECESSARY PERMITS AND CHECK ALL REQUIREMENTS WITH THE CITY OF MIDLAND WHEN IN DOUBT.
11. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.
12. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT THE PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.
13. THE CONTRACTOR SHALL MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE OF THE PROJECT SITE ARE TO BE REMOVED PROMPTLY.
14. ANY ON-SITE STORAGE OF SPOILS, MATERIALS OR EQUIPMENT ARE TO BE LOCATED WITHIN THE AREA DESIGNATED AS PART OF THE WORK ZONE AREA.
15. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY THE ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.
16. CONCRETE TRUCKS CANNOT, UNDER ANY CIRCUMSTANCE, WASH OUT IN UTILITY TRENCHES. THE CONTRACTOR SHALL PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND REMOVE ALL WAHOUT AND SPOILS FROM THE PROJECT SITE.
17. VEGETATION SEEDING AND WATERING:
    - 17.a. THIS REFERS TO ALL PORTIONS OF THE PROJECT AREA DISTURNBED BY CONSTRUCTION ACTIVITY FOR THIS PROJECT.
    - 17.b. RE-VEGETATE ALL AREAS AND SURFACES DISTURBED BY ANY CONSTRUCTION ACTIVITY THAT ARE SCHEDULED TO REMIAN NATURALREGARDLESS OF WHETHER OR NOT THEY ARE WITHIN THE APPROVED PROJECT SITE OR WORK ZONE. NATURAL SURACES ARE HOSE THAT WILL NOT RECEIVE A LAYER OF PAVEMENT, FLATWORK, STRUCTURE, OR OTHER IMPERVIOUS MATERIAL.
    - 17.c. REMVE THE TOP SIX (6) INCH LAYER OF VEGETATION AND TOPSOIL EVENL FOR THE ENTIRE DISTURBED AREA AND SET IT ASIDE DURING CONSTRUCTION.
    - 17.d. AFTER CONSTRUCTION PLACE THE SAVED VEGETATION AND TOPSOIL EVENLY ACROSS THE ENTOIR DISTURBED AREA AND RAKE IT TO A SMOOTH CONSISTENCY. ADD ADITIONAL TOPSOIL MATERIAL OF EQUAL OR BETTER QUALITY THAN THE ORIGINAL MATERIAL IF NECESSARY TO ACHIEVE A MINIMUM SIX INCH (6.0") TOPSOUIL THICKNESS THROUGHOUT.
    - 17.e. DISK AREAS TO BE SEEDED TO A DEPTH OF FOUR INCHES (4") TO ALLOW GOOD CONTAACT BETWEEN SEEDS AND SOIL
    - 17.f. UNIFORMLY DISTRIBUTE SEEDS AS HEREIN SPECIFIED ON PLANS AND SPECIFICATIONS.
    - 17.g. IN ALL AREAS TO BE DRILL SEEDED, USE A PASTURE OR RANGELAND TYPE DRILL SEED.
    - 17.h. USE SEPARATE BOXES ON DRILL TO APPLY THE FERTILIZER TO SEED.
    - 17.i. BEFORE PLANTING OPERATIONS BEGIN, FURNISH SEED TAGS FROM SEED SUPPLIER, SEED TAGS MUST SHOW PERCENT PURITY, PERCENT GERMINATION, AND DATE SEED WAS HARVESTED. SUBMIT SEED TAGS TO PROTECT ENGINEER FOR VERIFICATION OF APPROPRIATE POUNDS P.L.S./ ACRE RATES.
    - 17.j. SPRAY EVENLY WITH WATER EQUIVALENT TO A MINIMUM UNIFORM WATER VOLUME DEPTH OF 0.2 INCHES (0.2") FOR THE ENTIRE DISTURBED AREA AT A RATE OF NO LESS THAN ONCE (1) A DATE FOR TEN (10) CONSECUTIVE DAYS AFTER PLACEMENT AND SEEDING.
    - 17.k. PROVIDE SEED MIXTURES LISTED AT APPROPRIATE RATES DURING SPECIFIED SEASON:
        - 17.k.a. SEED MIX TOTALING 20LBS P.L.S./ ACRE WHEN SEEDING BETWEEN OCTOBER AND FEBRUARY:

VARIETY	LBS, P.L.S./ ACRE
RYEGRASS (ANNUAL)	8.0
WESTERN WHEATGRASS	2.0
MILLET	2.0
SIDEOATS GRAMA	1.5
KLEINGRASS	1.5
BRISTLEGRASS	1.5
BLUE GRAMA	0.5
BUFFALO GRASS	2.0
GREEN SPRANGLETOP	1.0

        - 17.k.b. SEED MIX TOTALING 20LBS P.L.S./ ACRE, WHEN SEEDING BETWEEN MARCH AND SEPTEMBER:

VARIETY	LBS, P.L.S./ ACRE
MILLET	4.0
SIDEOATS GRAMA	3.0
KLEINGRASS	3.0
BRISTLEGRASS	3.0
BLUE GRAMA	1.0
BUFFALO GRASS	4.0
GREEN SPRANGLETOP	2.0

        - 17.k.c. IF SPECIFIED GRASS VARIETY IS NOT AVAILABLE, SUBMIT AVAILABLE SUBSTITUTION TO PROJECT ENGINEER FOR APPROVAL. PERMISSION FOR SUBSTITUTION WILL ONLY BE GRANTED AFTER THE PROJECT ENGINEER IS SATISFIED THAT SPECIFIED GRASS VARIETIES ARE NOT AVAILABLE.
        - 17.k.d. DELIVER ALL FERTILIZER IN BAGS OR CONTAINERS CLEARLY LABELED SHOWING BAG ANALYSIS. PREFERRED ANALYSIS IS 18-3-4. APPLY FERTILIZER AT A RATE THAT ACHIEVES NO LESS THAN 100LBS N_2 / ACRE. APPLY FERTILIZER IN CONJUNCTION WITH SEEDING.
        - 17.k.e. THE CONTRACTOR HAS THE SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE THE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE TO EXISTING OR BETTER CONDITIONS. THIS SHALL BE PAID FOR AT THE CONTRACTOR'S SOLE EXPENSE.
        - 17.k.f. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME, THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.
        - 17.k.g. THE CONTRACTOR IS REQUIRED, AT A MINIMUM, TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF OF THE EROSION CONTROLS PLACED OR WHEN SILT, SEDIMENT, OR OTHER DEBRIS IMPEDE THE EFFECTIVENESS OF EXISTING EROSION CONTROL MEASURES.
        - 17.k.h. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES FROM THE PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE THE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.
        - 17.k.i. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

811 Know what's **below.** **Call** before you dig.

CITY OF MIDLAND APPROVED 12/14/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the submittal documents shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the submittal documents. The Director of Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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BY	APPR.	DATE	REVISIONS
			Δ

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE 01/03/2022
Job 21-0159

GENERAL NOTES SHEET
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CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET **C103**

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GENERAL NOTES

EXISTING INFRASTRUCTURE:

1. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING INFRASTRUCTURE, BOTH PUBLIC AND PRIVATE (INCLUDING CAST IRON FEATURES), FROM ANY DAMAGE DUE TO CONSTRUCTION ACTIVITY NOT CALLED FOR IN THE CONSTRUCTION DRAWING SET. THE CONTRACTOR WILL REPLACE OR REPAIR, AS DIRECTED BY THE CITY, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPAIR OR REPLACEMENT OF DAMAGED ITEMS.
2. EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPAIRED OR REPLACED WITH SAME PAVEMENT SECTION OR BETTER THAN THE EXISTING PAVEMENT SECTION.
3. ALL EXISTING MANHOLES AND VALVES SHALL BE ADJUSTED TO FINISHED ROADWAY ELEVATION, MATCHING THE FINISH CROSS-SLOPE, INCLUDING CONCRETE RINGS AS PER STANDARD DETAILS.
4. SEPARATE CONCRETE RINGS ARE REQUIRED AROUND ALL WATER VALVE AND MANHOLE COVERS, EVEN WHEN THE COVERS ARE LOCATED IN CONCRETE PAVEMENT.
5. EXISTING CONDITIONS ARE SHOWN BASED ON AVAILABLE [AS-BUILT DRAWINGS, PREVIOUS DRAWINGS, CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND/ OR SITE VISITS]. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
6. EXISTING GAS LINES WERE LOCATED FROM [AS-BUILT DRAWINGS, PREVIOUS DRAWINGS, CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND/ OR SITE VISITS]. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
7. EXISTING ELECTRIC LINES WERE LOCATED FROM [AS-BUILT DRAWINGS, PREVIOUS DRAWINGS, CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND/ OR SITE VISITS]. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
8. EXISTING COMMUNICATION LINES WERE LOCATED FROM [AS-BUILT DRAWINGS, PREVIOUS DRAWINGS, CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, OPEN EXCAVATIONS, TxDOT DESIGN DRAWINGS, DEVELOPER DESIGN DRAWINGS, AND/ OR SITE VISITS]. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
9. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH THE PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD, ELECTRIC, POWER, OR PHONE LINES.

CONCRETE CURBS & FLATWORK:

1. CONSTRUCT CONCRETE CURB-AND-GUTTERS, FILLETS, AND VALLEY GUTTERS IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS, AND IN ACCORDANCE WITH CITY OF MIDLAND DETAIL DRAWINGS.
2. CURB-AND-GUTTERS CAN BE MANUALLY FORMED OR SLIPFORMED AND ARE TO BE PLACED SEPARATELY FROM PAVEMENTS EXCEPT FOR FILLETS OR IF OTHERWISE INDICATED IN THE CONSTRUCTION DRAWINGS. FOR FACE OF GUTTER, USE A TEMPLATE CONFORMING TO LINES AND DIMENSIONS SHOWN FOR APPROPRIATE CURB TYPE ON CITY OF MIDLAND STANDARD DETAIL DRAWINGS.
   2.1. PER CITY OF MIDLAND STANDARD DETAIL DRAWINGS: THERE SHALL BE PROVIDED ON THE JOB A METAL SCREED OR MULE DESIGNED TO GIVE PROPER SHAPE TO THE CURB AND GUTTER. IT SHALL BE BENT TO THE EXACT SHAPED OF THE FINISHED CURB AND GUTTER." FOR MANUALLY FORMED CURB AND GUTTER, "IT SHALL BE DESIGNED TO RIDE ON THE FORMS AND WHEN PROPERLY MANIPULATED SHALL LEAVE THE CURB AND GUTTER IN ITS PROPER SHAPED CONDITION. AN 'S' TROWEL SHALL BE USED TO FINISH THE SURFACE AND MINOR IMPERFECTIONS SHALL BE CORRECTED WITH A MASON'S TROWEL.
3. WHEN PLACING CONCRETE FOR CURB-AND-GUTTER, ENSURE THAT GUTTER LINE CONFORMS TO LINES AND GRADES SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS. SET AND MAINTAIN A GUIDELINE TO MONITOR GUTTER LINE.
4. WHEN PLACING CONCRETE FOR SIDEWALKS, PEDESTRIAN RAMPS, AND OTHER FLATWORK, ENSURE THAT FORMWORK IS STABLE AND IS NOT PUSHED, BUMPED, OR SHOVED DURING PLACEMENT ACTIVITIES. AFTER PLACEMENT AND FINISHING, BUT BEFORE CONCRETE SETS, ENSURE THAT LINES AND GRADES, ESPECIALLY CROSS-SLOPES, COMPLY WITH THOSE SHOWN AND SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS.
5. WHEN PLACED SEPARATELY FROM PAVEMENTS, TOOL JOINTS IN CURB-AND-GUTTERS, TAKING CARE NOT TO PULL PLASTIC CONCRETE OUT OF LINE WHEN RELEASING TOOL. IF PAVEMENT IS CONCRETE, MATCH JOINT LOCATIONS WITH PAVEMENT JOINTS. OTHERWISE, SPACED TOOLED CONTROLED JOINTS NO MORE THAN 10-LF AND NO LESS THAN 2-LF IN CURB-AND-GUTTERS; SUBSTITUTE AN EXPANSION JOINT FOR EVERY 6TH CONTROL JOINT. PROVIDE EXPANSION JOINTS BETWEEN NEW CURB-AND-GUTTERS AND EXISTING CURB-AND-GUTTERS.
6. CONSTRUCT PEDESTRIAN RAMPS IN COMPLIANCE WITH ADA RULES AND REGULATIONS AND CITY OF MIDLAND SPECIFICATIONS AND DETAILS.

PAVING AND CONCRETE:

1. SAWCUT AND REMOVE EXISTING ASPHALTIC PAVEMENT AT PROJECT OR DAILY LIMITS BY AN APPROVED METHOD. BEFORE PAVING, THE EXISTING SURFACE WILL BE SAW CUT AT LEAST 6 INCHES BEYOND ALL SIDES OF THE LIMITS OF BROKEN OR UNDERMINED PAVEMENT. SQUARE OFF EDGES OF THE SURFACE PAVEMENT TO A 90 DEGREE ANGLE TO THE ROADWAY CENTERLINE. OFFSET THE JOINT IN THE SURFACE COURSE FROM THE LANE LINES BY 6 INCHES. WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET THE JOINT BY 6 INCHES INTO EITHER LANE.
2. ENSURE PAVEMENT IS CONSTRUCTED FLUSH WITH LIP OF CURB.
3. CONTRACTOR WILL SEAL ALL CONCRETE PAVEMENT JOINTS. THIS DOES NOT INCLUDE PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR JOINTS BETWEEN CURBS.
4. USE AND PLACE APPROVED EXPANSION JOINT MATERIAL BETWEEN THE EXISTING CURB AND THE PROPOSED CURB, AND WHERE SHOWN ON PLANS.
5. CONSTRUCT CONCRETE PAVEMENT IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS.
6. MAINTAIN SUBGRADE OF BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION, IN CONFORMANCE WITH THE APPLICABLE CITY OF MIDLAND SPECIFICATIONS, AND ESTABLISHED LINE AND GRADE, UNTIL CONCRETE IS PLACED. KEEP SUBGRADE OR BASE DAMP WITH WATER UNTIL CONCRETE IS PLACED.
7. PLACE CONCRETE WITHIN 45 MINUTES OF BATCHING. USE VIBRATORY EQUIPMENT TO CONSOLIDATE CONCRETE; DO NOT USE VIBRATORY EQUIPMENT TO DISTRIBUTE CONCRETE. SEGREGATED CONCRETE IS SUBJECT TO REJECTION. SAWCUT ALL CONTROL JOINTS. JOINT SPACING TO BE A MINIMUM 10'x10' AND MAXIMUM OF 15'x15' TYPICALLY. JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURBS OR CONCRETE EDGES.
8. EXISTING BENCHMARK LOCATION SPECIFIED ON PLANS. SEE SHEETS C140A - C147.
9. EXISTING CONTROL POINTS SPECIFIED ON PLANS. SEE SHEETS C140A - C147.
10. ALL DIMENSIONS MEASURED TO THE CURB ARE MEASURED TO THE BACK-OF-CURB
11. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
12. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 3.0-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0 CUBIC YARD OF CONCRETE PLACED (3.0 LBS/ 1.0 CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.
13. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
14. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR AL GRADE DAYLIGHTING.
15. ALL EXISTING BASE COURSE MATERIAL OR MATERIAL REMIANING AFTER EXCAVATION ARE TO BE PROOF ROLLED WITH A MINIMUM OF TWENTY-FIVE (25) TON PNEUMATIC ROLLER PRIOR TO ANY PAVING ACTIVITY TAKING PLACE. EXCAVATE ANY SOFT MATERIAL AND SCARIFY EXCAVATED AREA PLUS SUFFICIENT DISTANCE BEYOND TO ENSURE PROPER MIXING AND BONDING.
16. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS
17. PRIOR TO PAVING ACTIVITIES, APPLY PRIME COAT UNIFORMLY ON TOP OF ALL PREPARED FLEXIBLE BASE COURSE SURFACES. ADDITIONALLY, APPLY PRIME COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF THE CURB.
18. APPLY TACK COAT UNIFORMLY TO ALL INTERMEDIATE ASPHALT PAVEMENT COURSES WHOSE SURFACE IS SCHEDULED TO RECEIVE AN OVERLAYING COURSE OF ASPHALT PAVEMENT. ADDITIONALLY, APPLY TACK COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF CURB.
19. BLOT AREAS SHOWING AN EXCESS OF PRIME COAT OR TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND **REMOVE THE BLOTTING MATERIAL BEFORE PAVING**.
20. CONCRETE FLARES SHOWN IN ALLEY APPROACH ARE TO BE INSTALLED. NOTIFY ENGINEER IF CONCFLICT WITH FLARES IS DISCOVERED IN FIELD.
21. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%
22. PAVEMENT PLACEMENT AREAS AND BOUNDARIES ARE IDENTICAL TO PAVEMENT REMOVAL AREAS AND BOUNDARIES BETWEEN EXISTING CURBS. TYPICAL PAVEMENT PATCH WIDTH IS 37'.
23. LAY-DOWN OPERATIONS:
   23.a. IN ADDITION TO OTHER REQUIREMENTS SPECIFIED IN CITY OF MIDLAND SPECIFICATIONS, PROVIDE ASPHALT PAVERS THAT DO NOT SUPPORT WEIGHT OF ANY PORTION OF HAULING EQUIPMENT OTHER THAN CONNECTION.
   23.b. OFFSET JOINTS IN SURFACE COURSE FROM LANE LINES BY SIX INCHES (6"). WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET JOINT BY SIX INCHES (6") INTO EITHER LANE.
   23.c. MAINTAIN SUBGRADE OR BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION AND KEEP DAMP WITH WATER UNTIL CONCRETE PAVEMENT IS PLACED.
   23.d. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB-AND-GUTTER.
   23.e. CONCRETE FILLETS ARE TO BE PLACED INTEGRAL WITH ADJACENT CONCRETE CURB..
   23.f. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

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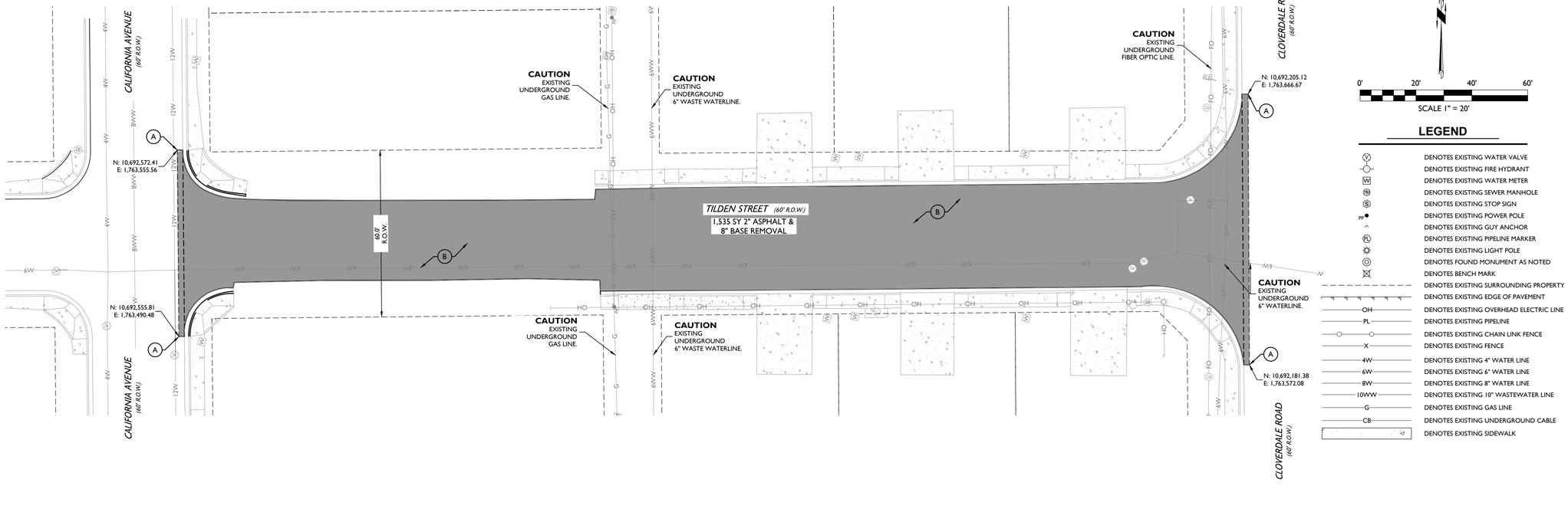
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DATE: 01/03/2022
JOB: 21-0159

GENERAL NOTES SHEET
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C104

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LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
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- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
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- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
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- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK

GENERAL NOTES

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE EPA'S NPDES REGULATIONS 40-CFR-123, AND 40-CFR-123, AND 40-CFR-124 CONCERNING EROSION AND SEDIMENT CONTROL.
- AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- CONTRACTOR TO INFORM CITY OF MIDLAND OF ANY EXISTING TOPOGRAPHY SUCH AS POWER POLES, STREET LIGHTS, STREET SIGNS, WATER VALVES, WATER METERS, GAS METERS, ELECTRIC METERS, ETC. IN THE RIGHT-OF-WAY THAT WILL CONFLICT WITH THE DESIGN.

DEMO KEY NOTES:

TYP. (A) CONTRACTOR IS TO SAWCUT NEATLY ALONG ASPHALT EDGE AND AS SHOWN. CONTRACTOR IS TO TAKE EXTRA CARE NOT TO DAMAGE PAVEMENT WITH VEHICLE TRAFFIC OR EQUIPMENT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. ANY DAMAGE TO THE EDGE OF PAVEMENT WILL REQUIRE A SAWCUT AND THE REMOVAL OF TWO (2) FEET MINIMUM ASPHALT FROM EXISTING CURB AND GUTTER LIP. CONTRACTOR IS TO CLEANLY TIE INTO EXISTING CURB. DETERMINATION OF EXACT LOCATION MAY NEED TO BE FIELD VERIFIED BY CONTRACTOR. CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY DAMAGE OR TIE IN PROBLEMS. ANY DAMAGE TO NEW PAVEMENT WILL BE CONSIDERED A TOTAL LOSS, AND IS TO BE REPAIRED FULL DEPTH FROM CURB TO CURB FOR A LENGTH DETERMINED BY THE CITY ENGINEER (UP TO ONE CITY BLOCK) AT THE SOLE EXPENSE OF THE CONTRACTOR.SEE PAVING PLAN, SHEET C210, FOR MORE DETAILS.

B. REMOVE EXISTING BASE ASPHALT PAVEMENT UP TO EXISTING EDGE OF PAVEMENT.

C. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER

D. EXISTING CONCRETE PAVEMENT LIMITS TO BE REMOVED AND REPLACED WITH PROPOSED VALLEY GUTTER.

E. ALL CURB AND GUTTER AND SIDEWALK TO BE REMOVED TO THE PROPERTY LINE.

F. DEMOLISH AND REMOVE EXISTING DRIVEWAY UP TO PROPERTY LINE.

G. DEMOLISH AND REMOVE EXISTING SIDEWALK.

H. DEMOLISH AND REMOVE EXISTING HANDICAP RAMP.

I. APPROXIMATE LOCATION OF EXISTING TREES TO BE REMOVED.

J. DEMOLISH EXISTING FENCE TO SHOWN LIMITS.

GENERAL DEMO NOTES:

- ALL DEMOLITION DIMENSIONS ARE APPROXIMATE BASED ON MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASE OR DISCREPANCIES.
- ALL SAW-CUTS FOR PAVEMENT FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.
- NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM THE ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGED OR REMOVED BY THE CONTRACTOR THAT IS NOT NOTED ON THIS SHEET MUST BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S SOLE EXPENSE.
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- EXISTING TREES NEAR THE PROJECT SITE SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES, AND THE CONTRACTOR IS DIRECTED TO MAKE SURE EXISTING TREES ARE NOT DAMAGED DURING PROJECT OPERATIONS.
- DEMOLISHED MATERIALS WILL BECOME THE PROPERTY OF THE CONTRACTOR, EXCEPT WHERE SALVAGE MATERIALS ARE NOTED OTHERWISE.
- SALVAGE MATERIALS ARE TO BE STOCKPILED AS INDICATED BY THE OWNER. STOCKPILING OF SALVAGE MATERIALS IS CONSIDERED INCIDENTAL TO REMOVAL UNLESS SPECIFICALLY NOTED OTHERWISE.
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AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The approval of any construction plans, or construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of construction which is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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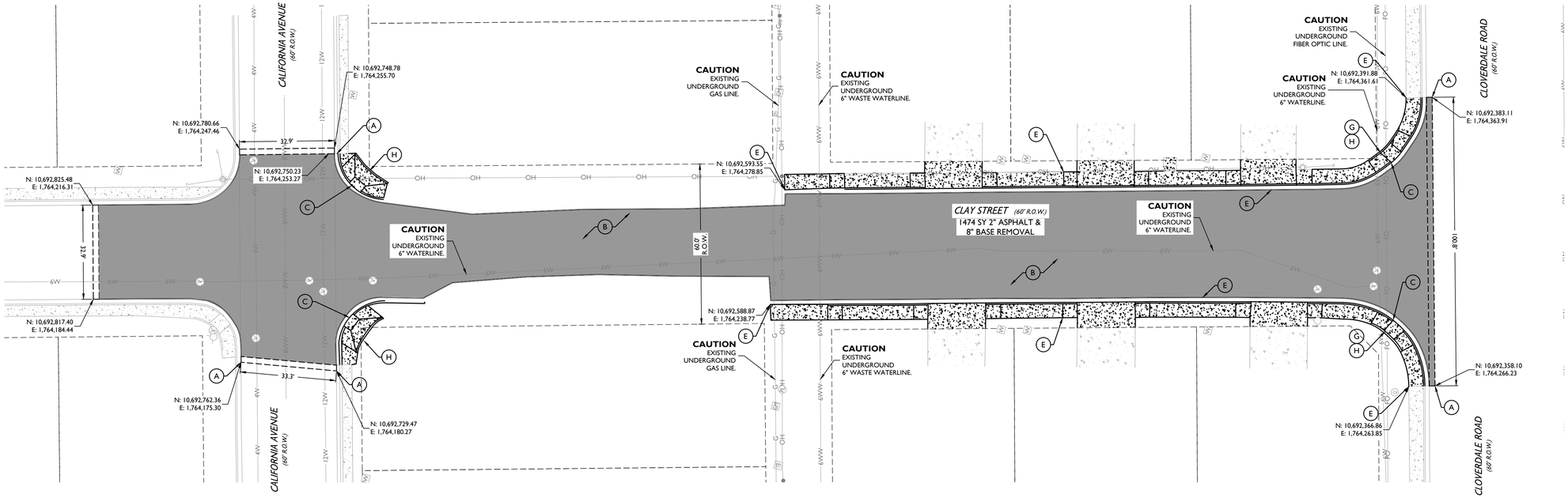
DRAWN BY: JAR III
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

TILDEN STREET DEMOLITION PLAN
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C120

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F:\2021\21-0158-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0158 C120 TILDEN STREET DEMOLITION PLAN.DWG



0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
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B. REMOVE EXISTING BASE ASPHALT PAVEMENT UP TO EXISTING EDGE OF PAVEMENT.

C. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER

D. EXISTING CONCRETE PAVEMENT LIMITS TO BE REMOVED AND REPLACED WITH PROPOSED VALLEY GUTTER.

E. ALL CURB AND GUTTER AND SIDEWALK TO BE REMOVED TO THE PROPERTY LINE.

F. DEMOLISH AND REMOVE EXISTING DRIVEWAY UP TO PROPERTY LINE.

G. DEMOLISH AND REMOVE EXISTING SIDEWALK.

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I. APPROXIMATE LOCATION OF EXISTING TREES TO BE REMOVED.

J. DEMOLISH EXISTING FENCE TO SHOWN LIMITS.

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APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

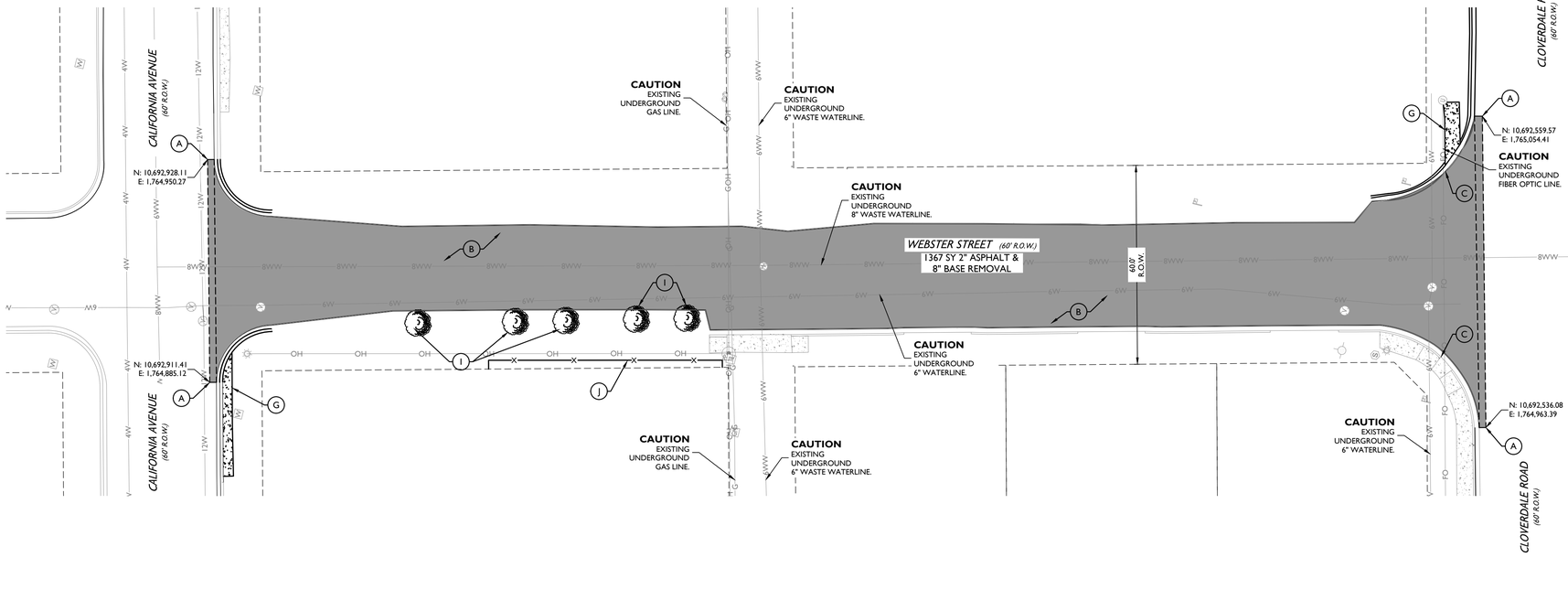
CLAY STREET DEMOLITION PLAN
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
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LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
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- DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK

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APPROVED
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ENGINEERING

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B. REMOVE EXISTING BASE ASPHALT PAVEMENT UP TO EXISTING EDGE OF PAVEMENT.

C. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER

D. EXISTING CONCRETE PAVEMENT LIMITS TO BE REMOVED AND REPLACED WITH PROPOSED VALLEY GUTTER.

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F. DEMOLISH AND REMOVE EXISTING DRIVEWAY UP TO PROPERTY LINE.

G. DEMOLISH AND REMOVE EXISTING SIDEWALK.

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I. APPROXIMATE LOCATION OF EXISTING TREES TO BE REMOVED.

J. DEMOLISH EXISTING FENCE TO SHOWN LIMITS.

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GENERAL NOTES

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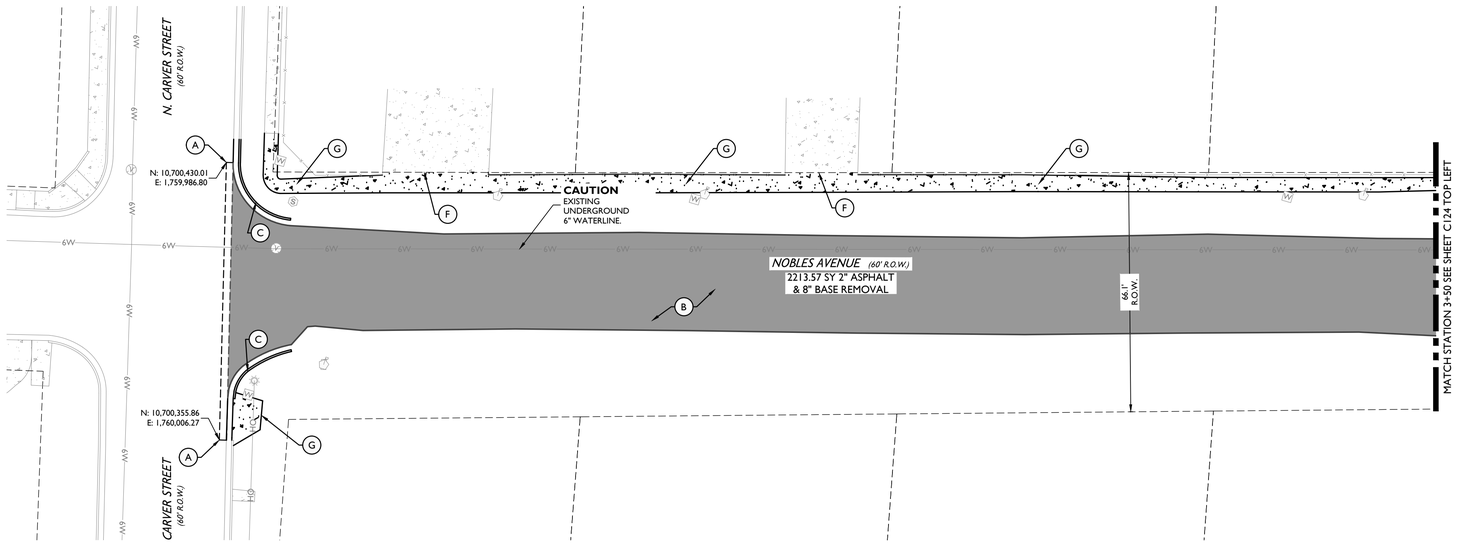
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DATE: 02/01/2022
JOB: 21-0158

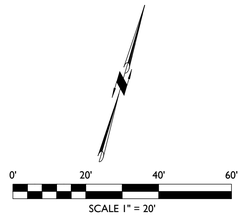
WEBSTER STREET DEMOLITION PLAN
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C122

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F:\2021\21-0158\CITY OF MIDLAND\ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0158 C122 WEBSTER STREET DEMOLITION PLAN.DWG





LEGEND

- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE

GENERAL NOTES

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CITY OF MIDLAND
APPROVED
12/14/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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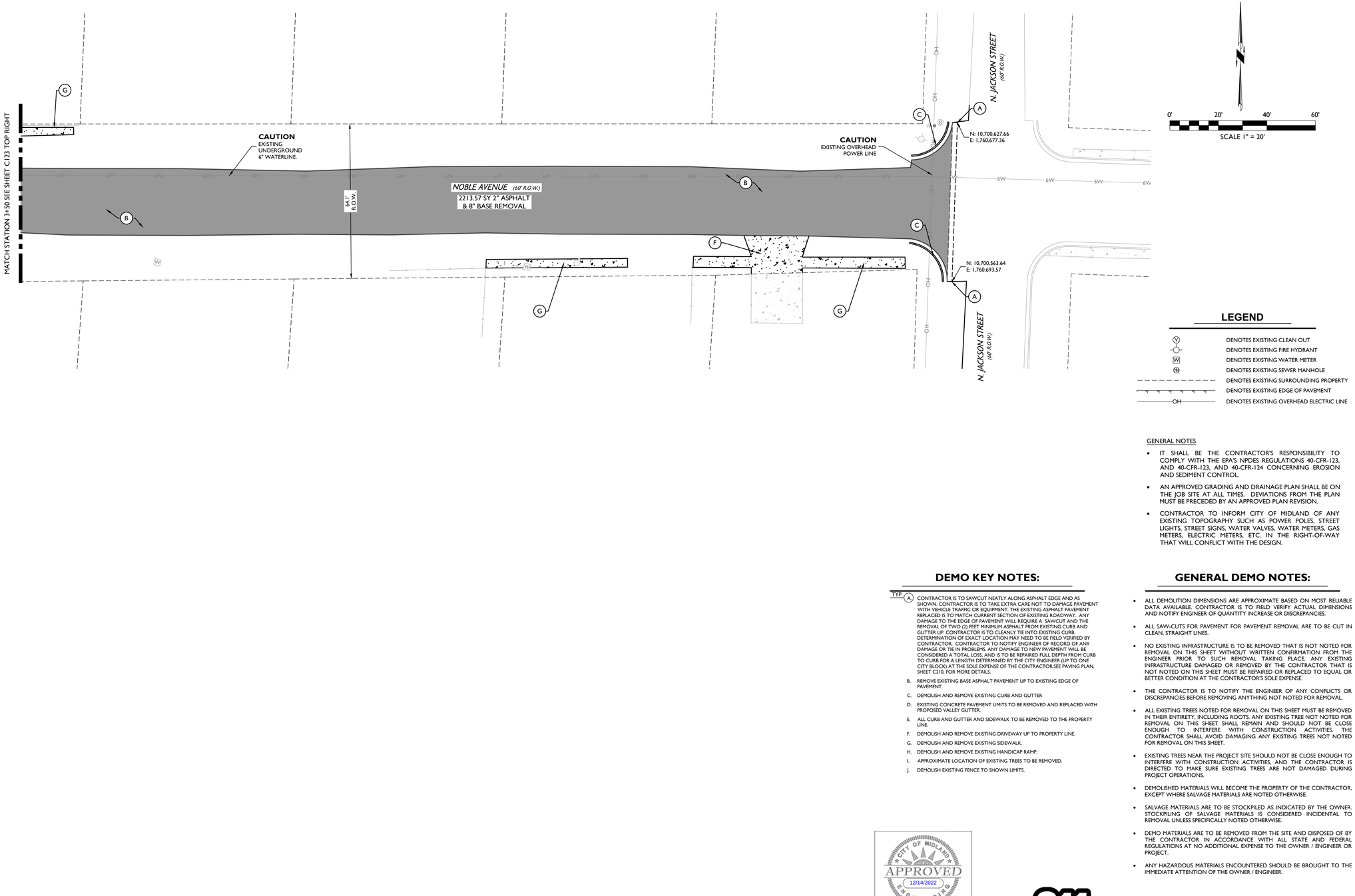
DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

NOBLES AVENUE DEMOLITION PLAN
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C123

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LEGEND

- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING SURROUNDING PROPERTY
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CITY OF MIDLAND APPROVED 12/14/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

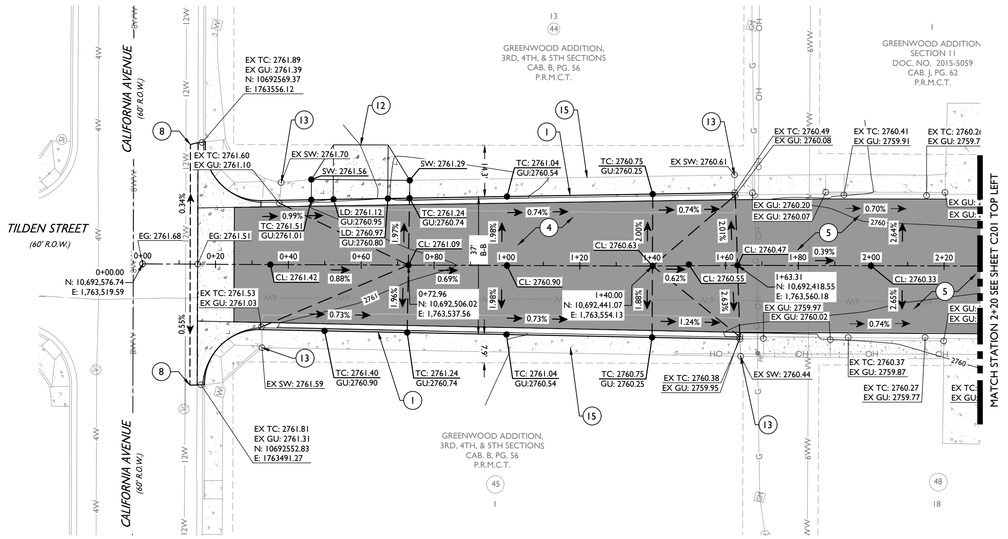
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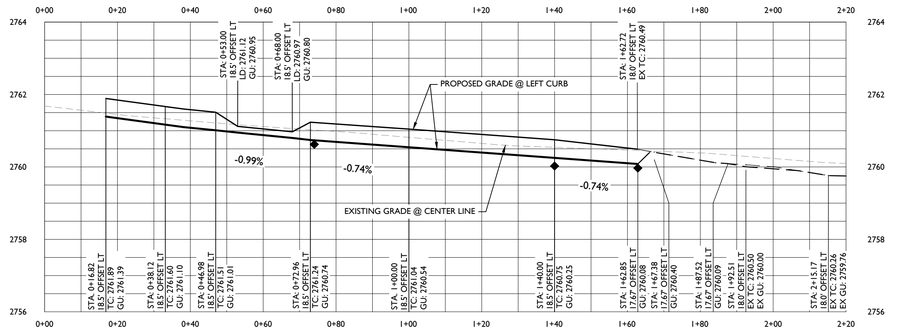
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10/05/2022

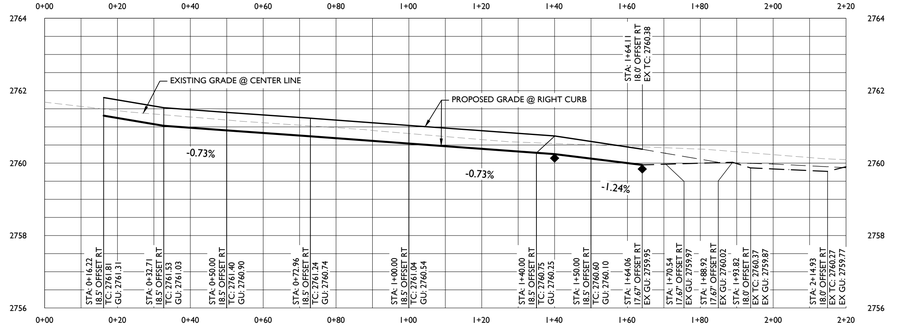
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LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
- 6W — DENOTES EXISTING 6" WATER LINE
- 8W — DENOTES EXISTING 8" WATER LINE
- 10WW — DENOTES EXISTING 10" WASTEWATER LINE
- G — DENOTES EXISTING GAS LINE
- CB — DENOTES EXISTING UNDERGROUND CABLE
- DENOTES EXISTING SIDEWALK

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APPROVED
12/14/2022
ENGINEERING

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PAVING CONSTRUCTION NOTES

Typ. (1) CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DETAIL 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300.

2. CONSTRUCT FILLETS (RADIUS= 15.0' UNLESS NOTED ON PLANS) PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
3. CONSTRUCT STANDARD FILLETS AND VALLEY GUTTER PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S STANDARD CONSTRUCTION DETAILS, INCLUDED ON SHEET C301. CONSTRUCT FILLETS (RADIUS= 15.0' UNLESS NOTED ON PLANS) PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
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1			

DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

TILDEN STREET PLAN AND PROFILE

TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE

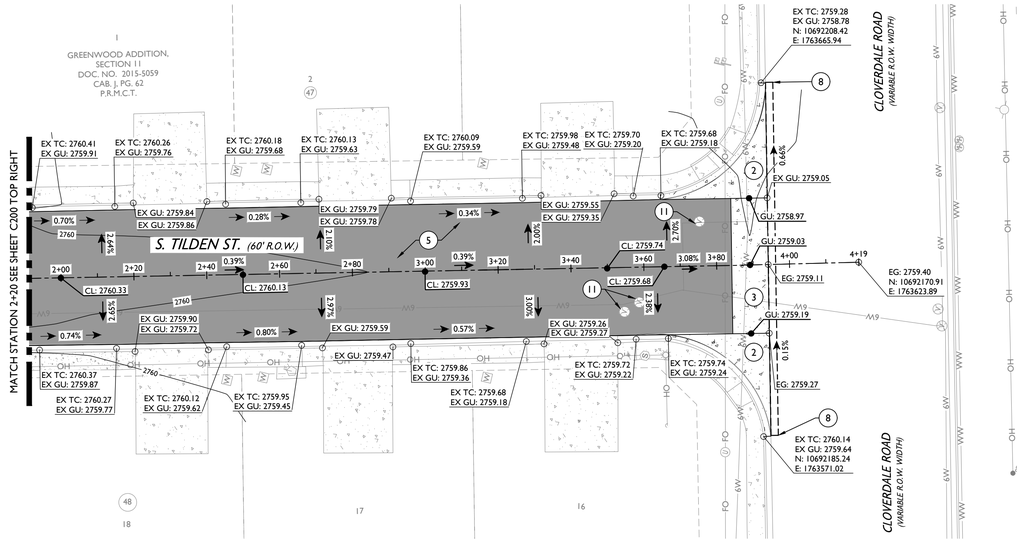
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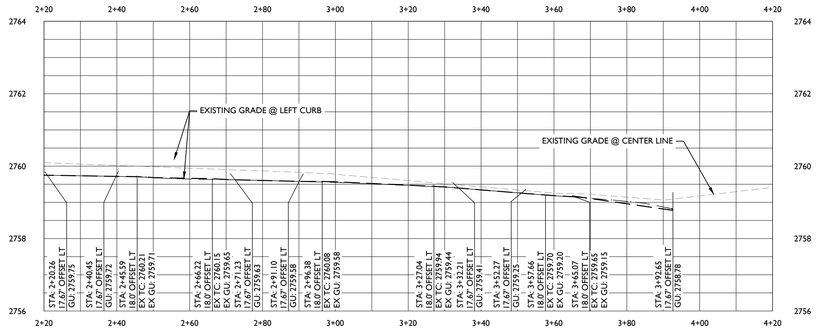
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C200

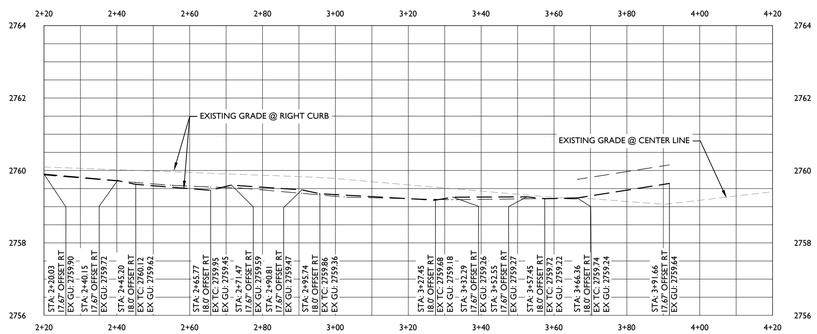
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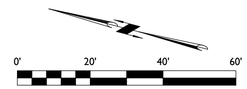




T-2



T-2



LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING LIGHT POLE
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BENCH MARK
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- PL — DENOTES EXISTING PIPELINE
- DENOTES EXISTING CHAIN LINK FENCE
- X — DENOTES EXISTING FENCE
- 4W — DENOTES EXISTING 4" WATER LINE
- 6W — DENOTES EXISTING 6" WATER LINE
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CITY OF MIDLAND APPROVED ENGINEERING 12/14/2022

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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TILDEN STREET PLAN AND PROFILE

TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE

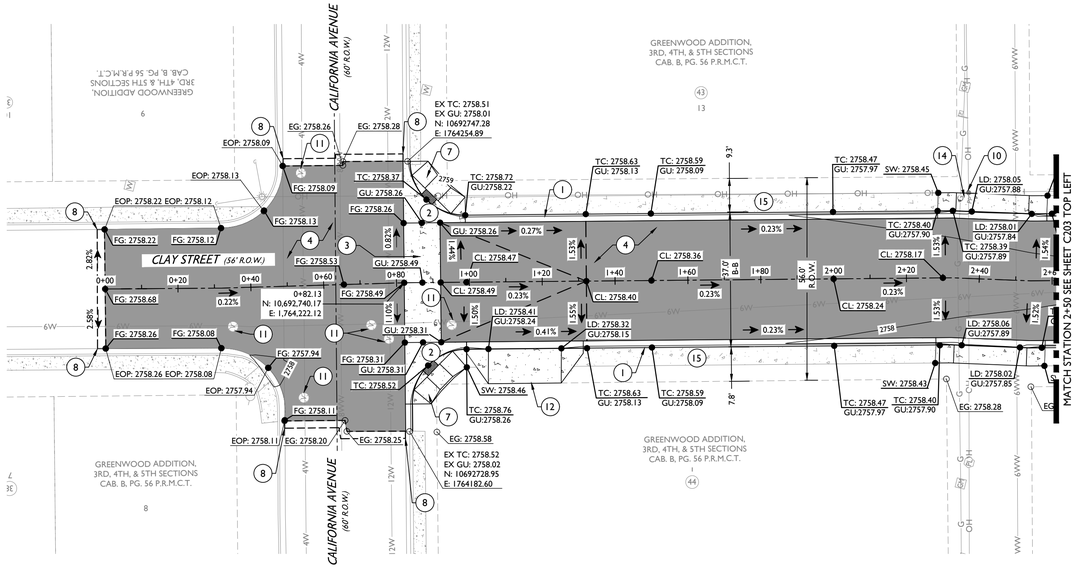
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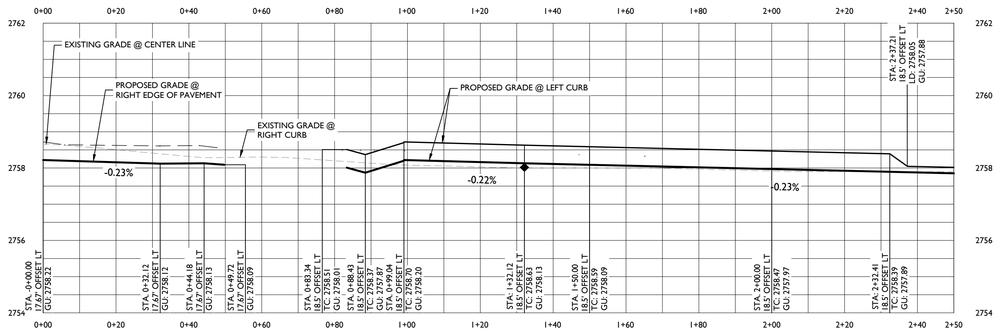
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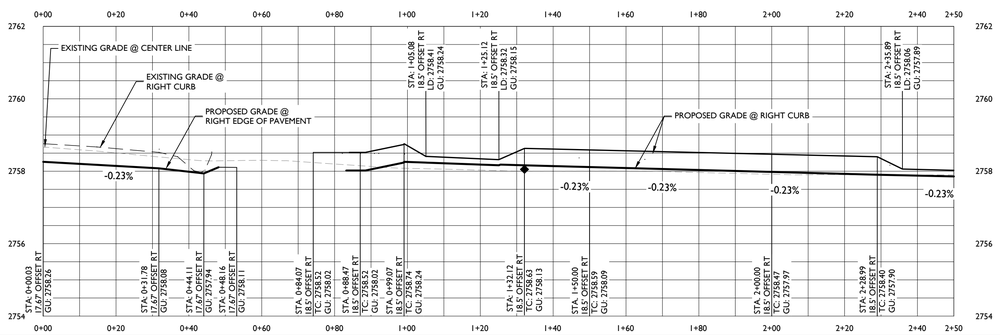
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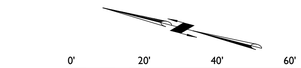
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LEGEND

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- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
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CITY OF MIDLAND APPROVED 12/14/2022 ENGINEERING

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CLAY STREET PLAN AND PROFILE

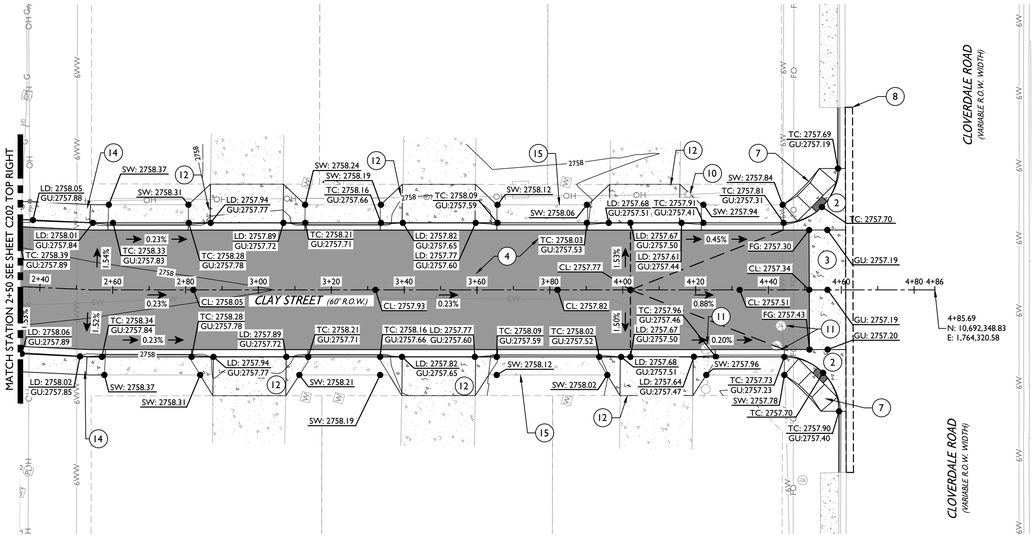
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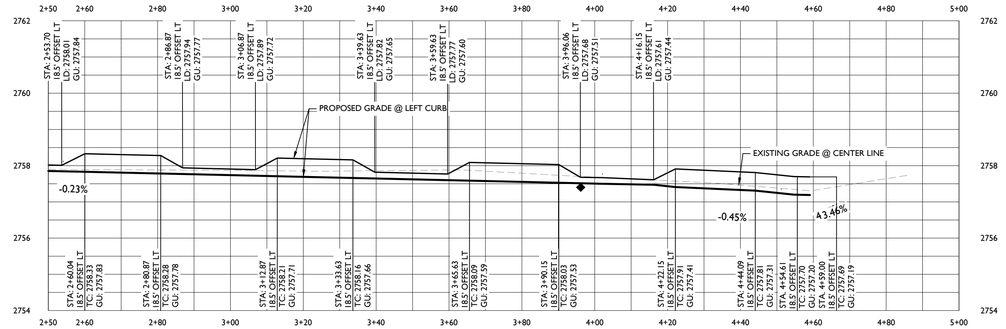
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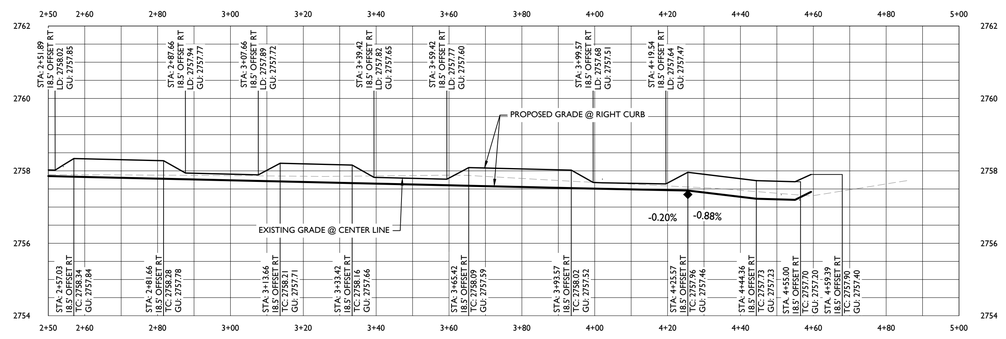
STATE OF TEXAS — ANDREW L. MELLEN — 106572 — LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C202

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LEGEND

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5. CONTRACTOR TO REMOVE EXISTING PAVEMENT AND CONSTRUCT STREET SECTION (C-CROWN) PER DETAIL 201 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. MATCH EXISTING GRADE. EXISTING CURB AND GUTTER TO BE PROTECTED IN PLACE.SEE SHEET C300.
6. CONSTRUCT 5' SIDEWALK AT BACK OF CURB PER CITY OF MIDLAND DETAIL 225. SEE SHEET C302.
7. CONSTRUCT DIAGONAL CURB RAMP PER DETAIL 229 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.
8. SAW CUT EXISTING CURB AND PAVEMENT AS SHOWN TO MATCH EXISTING. CONTRACTOR TO DETERMINE EXACT LOCATION.
9. CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND PRIOR TO REMOVAL AND RELOCATION OF EXISTING STREET SIGN.
10. CONTRACTOR TO COORDINATE WITH FRANCHISE UTILITIES FOR REMOVAL AND RELOCATION OF MAIL BOXES EXISTING POWER POLE, STREET LIGHT, GAS METER, AND OTHER PRIVATE UTILITY. CITY OF MIDLAND TO BE PROMPTLY NOTIFIED OF ANY ISSUES.
11. CONTRACTOR TO ADJUST EXISTING MANHOLE FRAME AND COVER, EXISTING VALVE BOX, EXISTING WATER METER BOX TO FINAL GRADE.
12. CONSTRUCT DRIVEWAY APPROACH (WIDTH PER PLANS) PER DETAILS 220(A) & 220(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
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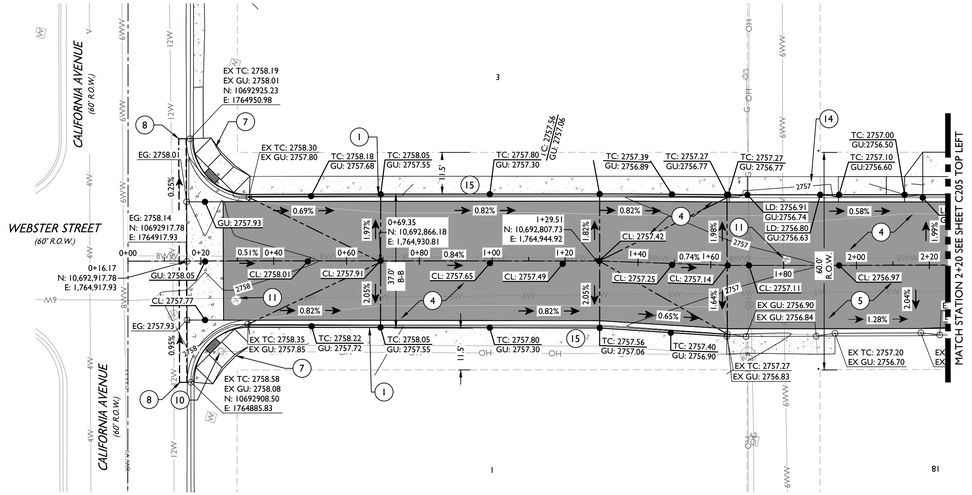
DRAWN BY: JAR II
CHECKED BY: ALM
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DATE: 02/01/2022
JOB: 21-0158

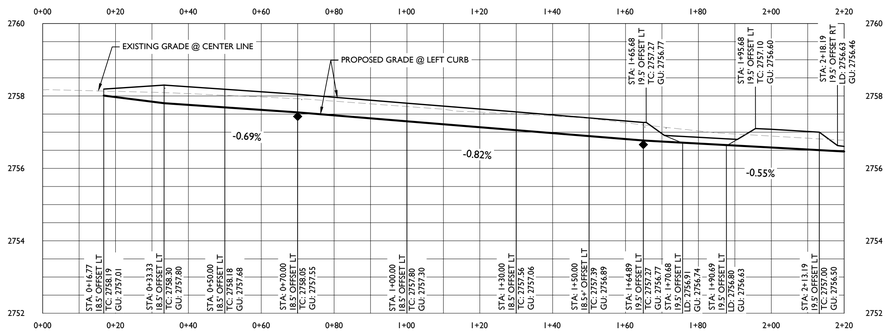
CLAY STREET PLAN AND PROFILE
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

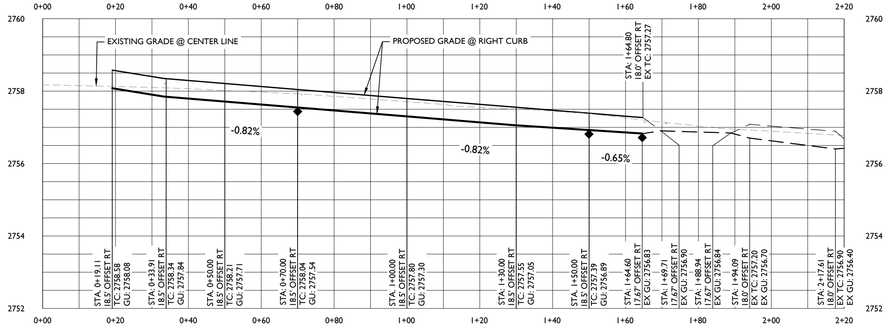
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

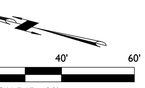
SHEET C203

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F:\2021\21-0158-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0158 C203 CLAY STREET PLAN AND PROFILE.DWG









LEGEND

(Y)	DENOTES EXISTING CLEAN OUT
	DENOTES EXISTING FIRE HYDRANT
(W)	DENOTES EXISTING WATER METER
(S)	DENOTES EXISTING SEWER MANHOLE
	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
FG	DENOTES PROPOSED FINISHED GRADE

GENERAL NOTES

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE EPA'S NPDES REGULATIONS 40-CFR-123, AND 40-CFR-123, AND 40-CFR-124 CONCERNING EROSION AND SEDIMENT CONTROL.
- AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
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CITY OF MIDLAND
APPROVED
12/14/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

You are authorized upon receipt of this APPROVAL set to construct all City infrastructure as shown on the plans and as required by the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL preceding to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland. APPROVAL shall not be valid. The issuance of this APPROVAL based on the construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of City infrastructure not constructed in the City Code, of any City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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1			

DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

WEBSTER STREET PLAN AND PROFILE

TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE

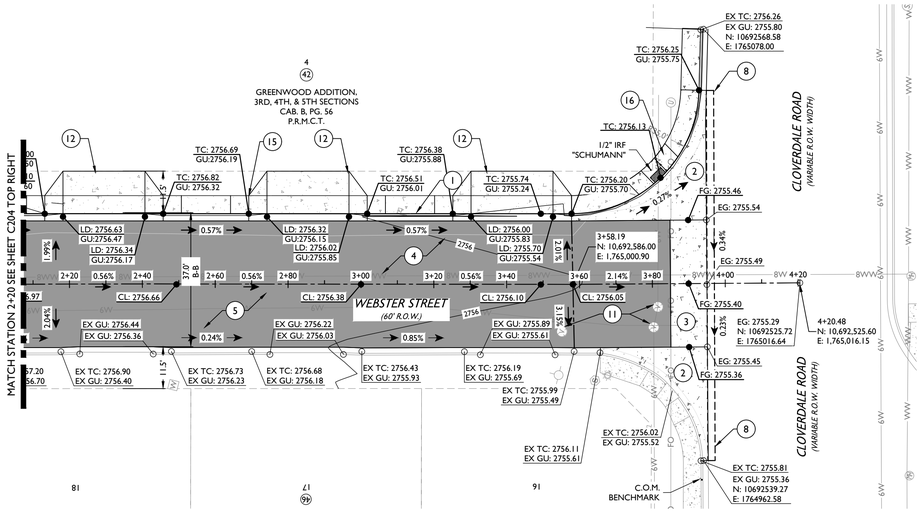
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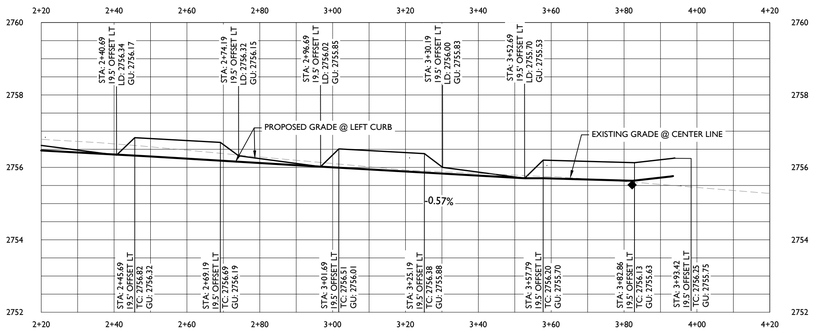
ANDREW L. MELLEN
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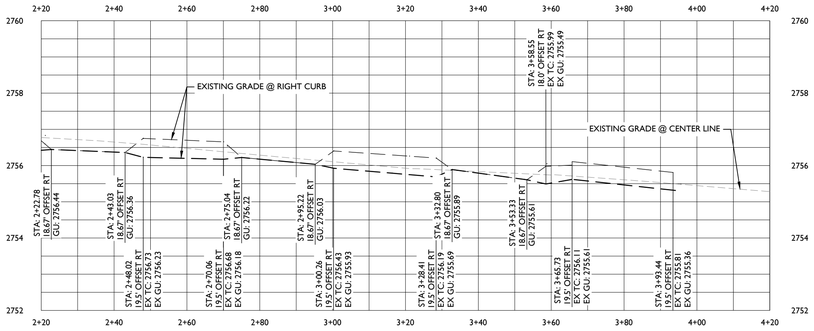
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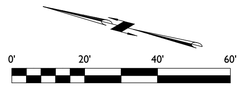
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LEGEND

(V)	DENOTES EXISTING CLEAN OUT
	DENOTES EXISTING FIRE HYDRANT
(W)	DENOTES EXISTING WATER METER
(M)	DENOTES EXISTING SEWER MANHOLE
	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
FG	DENOTES PROPOSED FINISHED GRADE

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CITY OF MIDLAND TEXAS
APPROVED
12/14/2022
ENGINEERING
AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the submitted documents and data shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the submitted documents or data. The Director of Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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DATE: 02/01/2022
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WEBSTER STREET PLAN AND PROFILE

TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE

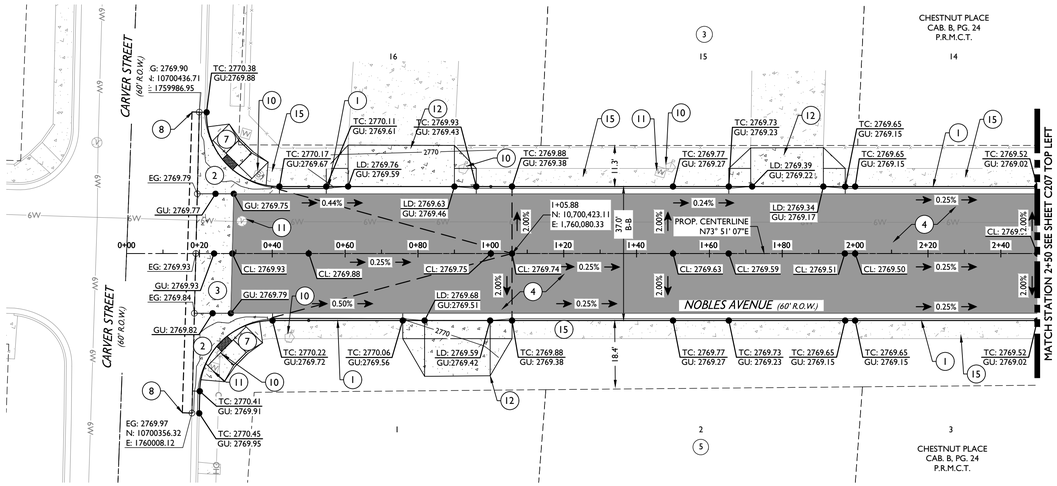
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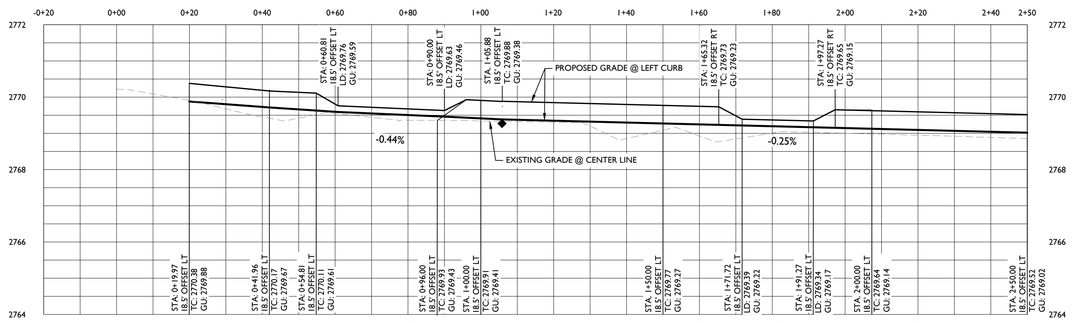
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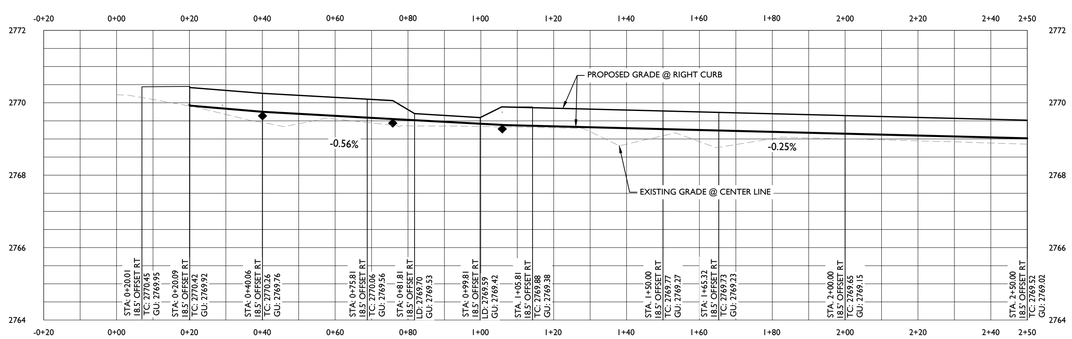
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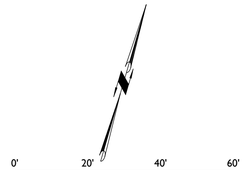
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LEGEND

V	DENOTES EXISTING CLEAN OUT
	DENOTES EXISTING FIRE HYDRANT
W	DENOTES EXISTING WATER METER
M	DENOTES EXISTING SEWER MANHOLE
	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
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12. CONSTRUCT DRIVEWAY APPROACH (WIDTH PER PLANS) PER DETAILS 220(A) & 220(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
13. REMOVE EXISTING SIDEWALK TO NEAREST JOINT. SIDEWALK IS TO BE SAWCUT FULL DEPTH. PLACE NEW SIDEWALK UP TO CUT WITH EXPANSION JOINT MATERIAL PER SIDEWALK DETAIL.
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15. FUTURE SIDEWALK TO BE INSTALLED AT A LATER DATE BY OTHERS. PER CITY OF MIDLAND DETAIL 225, SHEET C301.
16. CONSTRUCT DIAGONAL CURB RAMP PER DETAIL 227 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C301. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.

CITY OF MIDLAND APPROVED 12/14/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

REVISIONS	△	BY	APPR.	DATE

DRAWN BY: JAR III
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

NOBLES AVENUE PLAN AND PROFILE

TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE

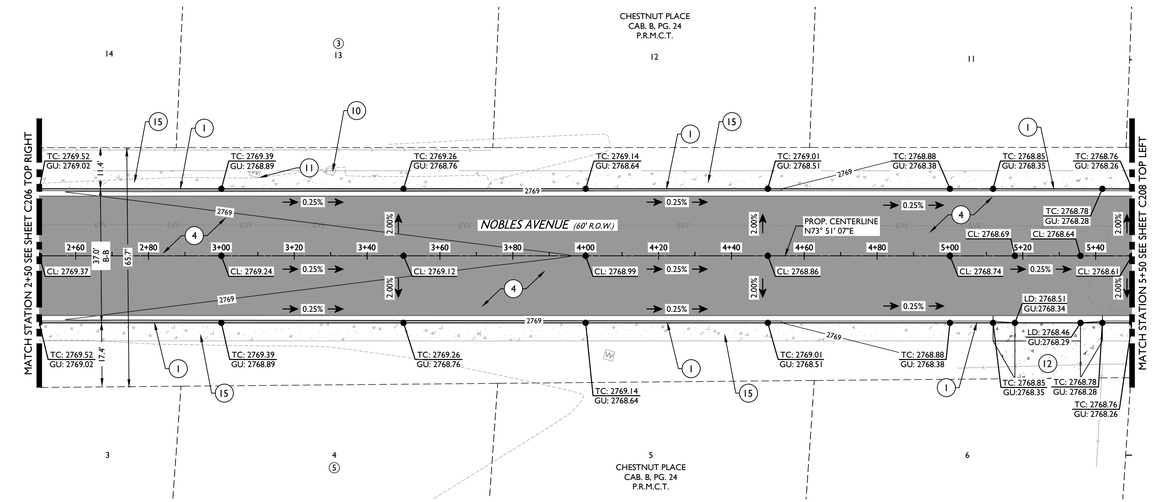
CITY OF MIDLAND, TEXAS

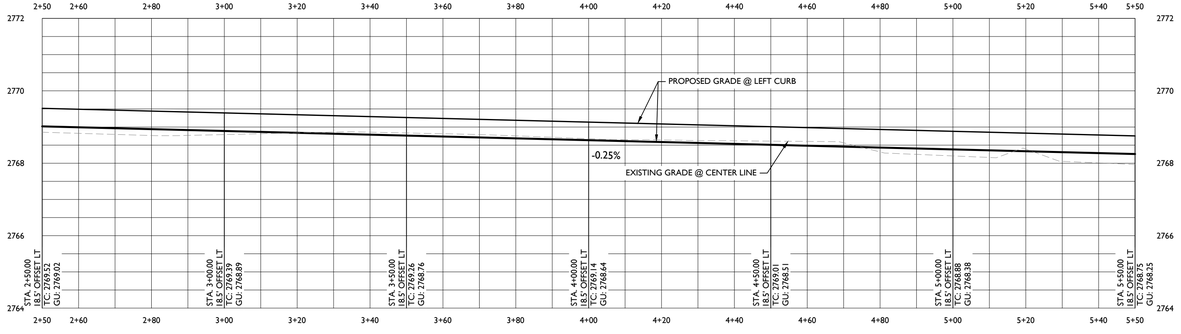
STATE OF TEXAS
ANDREW L. MELLEN
106572
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10/05/2022

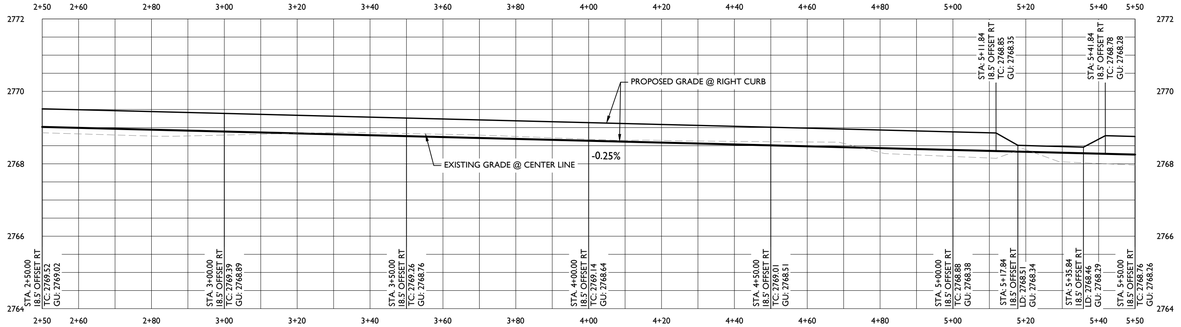
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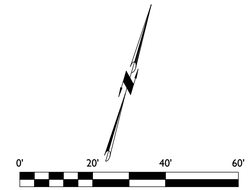
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LEGEND

V	DENOTES EXISTING CLEAN OUT
	DENOTES EXISTING FIRE HYDRANT
W	DENOTES EXISTING WATER METER
M	DENOTES EXISTING SEWER MANHOLE
	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
FG	DENOTES PROPOSED FINISHED GRADE

GENERAL NOTES

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE EPA'S NPDES REGULATIONS 40-CFR-123, AND 40-CFR-123, AND 40-CFR-124 CONCERNING EROSION AND SEDIMENT CONTROL.
- AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- CONTRACTOR TO INFORM CITY OF MIDLAND OF ANY EXISTING TOPOGRAPHY SUCH AS POWER POLES, STREET LIGHTS, STREET SIGNS, WATER VALVES, WATER METERS, GAS METERS, ELECTRIC METERS, ETC. IN THE RIGHT-OF-WAY THAT WILL CONFLICT WITH THE DESIGN.

PAVING CONSTRUCTION NOTES

Typ. (1) CONSTRUCT CITY OF MIDLAND 6" TYPE "A" STANDARD CURB AND GUTTER PER DETAIL 205 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300.

2. CONSTRUCT FILLETS (RADIUS= 15.0' UNLESS NOTED ON PLANS) PER DETAILS 218(A) & 218(B) OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C301.
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6. CONSTRUCT 5' SIDEWALK AT BACK OF CURB PER CITY OF MIDLAND DETAIL 225. SEE SHEET C302.
7. CONSTRUCT DIAGONAL CURB RAMP PER DETAIL 229 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS, SEE SHEET C300. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS PER CITY OF MIDLAND DETAIL 233, SHEET C300.
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CITY OF MIDLAND
APPROVED
12/14/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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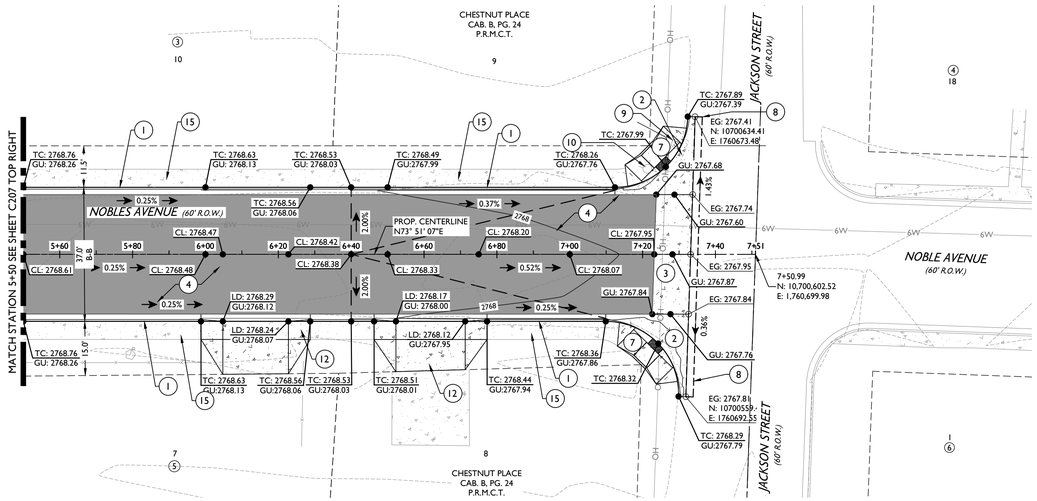
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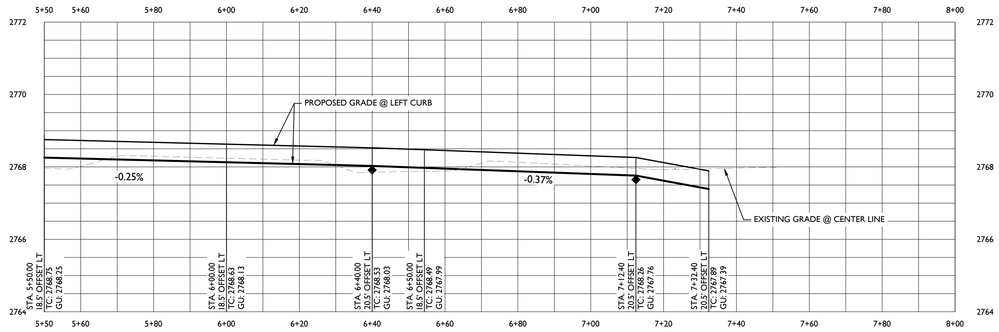
DRAWN BY:	JAR II
CHECKED BY:	ALM
APPROVED BY:	ALM
DATE	02/01/2022
JOB	21-0158

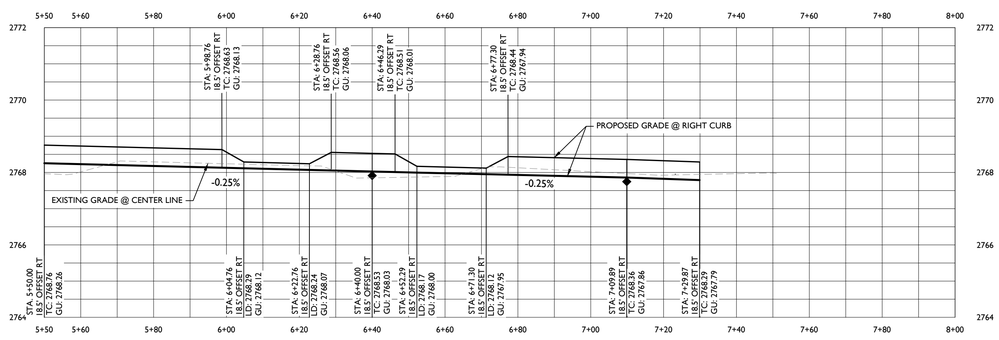
NOBLES AVENUE PLAN AND PROFILE
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

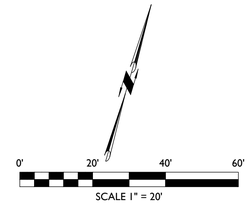
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C207









LEGEND

V	DENOTES EXISTING CLEAN OUT
	DENOTES EXISTING FIRE HYDRANT
W	DENOTES EXISTING WATER METER
M	DENOTES EXISTING SEWER MANHOLE
	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
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CITY OF MIDLAND APPROVED 12/14/2022 ENGINEERING

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DRAWN BY: JAR III
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
Job 21-0158

NOBLES AVENUE PLAN AND PROFILE
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

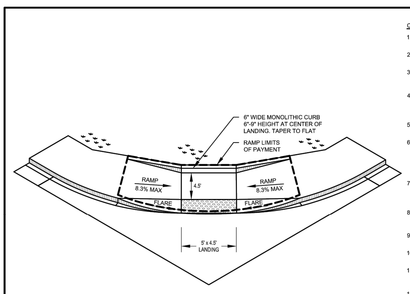
SHEET C208

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TYPE 4:
DIAGONAL COMBINATION CURB RAMP

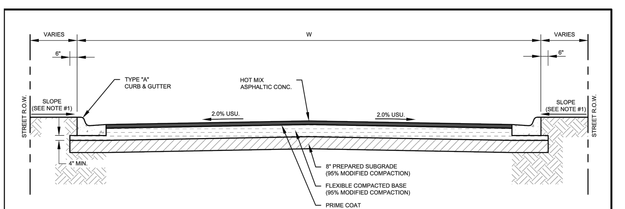
CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE TEXAS ACCESSIBILITY STANDARDS (TAS) TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	DIAGONAL COMBINATION CURB RAMP		229
APPROVED: MCC			



STREET DIMENSIONS			
W (FT)	ASPHALT THICKNESS (IN)	FLEXIBLE COMPACTED BASE THICKNESS (IN)	ASPHALT TYPE
*37	2D	8	TYPE "D"
*41	2D	8	
47	2D & 2C	8	
77	2D & 3C	12	TYPE "D"
79	2D & 3C	12	OVER
113	2D & 3C	12	TYPE "C"

TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.

* REGARDLESS OF WIDTH, ROADS CLASSIFIED AS COLLECTOR ROADS MUST HAVE 2" TYPE "D" OVER 2" TYPE "C" ASPHALT WITH 8" BASE AND ROADS CLASSIFIED AS ARTERIAL ROADS MUST HAVE 2" TYPE "D" OVER 3" TYPE "C" ASPHALT WITH 12" BASE.

NOTES:

1. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
2. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
3. WHEN MULTIPLE LAYERS OF ASPHALT ARE PLACED A TACK COAT MUST BE PLACED BETWEEN EACH PAIR OF ASPHALT LAYERS.
4. APPLY TACK COAT TO ALL CONCRETE SURFACES ADJACENT TO ASPHALT SURFACES AND TO ALL EXISTING ASPHALT SURFACES ADJACENT TO NEW ASPHALT SURFACES.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

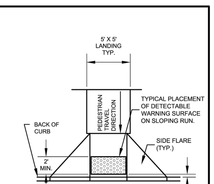
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL:
CHECKED: JCF	STANDARD STREET CROWN CROSS SECTION		201
APPROVED: MCC			

DETECTABLE WARNING SURFACE NOTES:

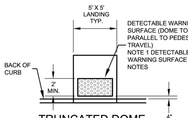
1. DETECTABLE WARNING SURFACE SUCH AS ARMOR-TILE ADA SOUND AMPLIFYING DETECTABLE/TACTILE WARNING SURFACE TILE OR EQUAL AND APPROVED BY THE ENGINEER AS MEETING ALL REQUIREMENTS OF ASTM C-936, C-33.
2. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH SECTION 7.05 DETACHABLE WARNINGS OF THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES, INCLUDING SIDE FLARES. FURNISH DARK BROWN OR DARK RED DETECTABLE WARNING SURFACE ADJACENT TO UNCOLORED CONCRETE,UNLESS SPECIFIED ELSEWHERE IN THE PLANS.
3. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
4. ALIGN TRUNCATED DOMES IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
5. SHADED AREAS INDICATE THE APPROXIMATE LOCATION FOR THE DETECTABLE WARNING SURFACE FOR EACH CURB RAMP TYPE.
6. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL.
7. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 10" FROM THE EXTENSION OF THE FACE OF CURB. DETECTABLE WARNING SURFACES MAY BE CURVED ALONG THE CORNER RADIUS.
8. SINGLE TILE PLATES COLONIAL RED COLOR.

GENERAL NOTES:

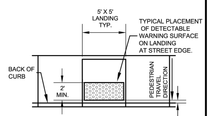
1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.



PERPENDICULAR CURB RAMP

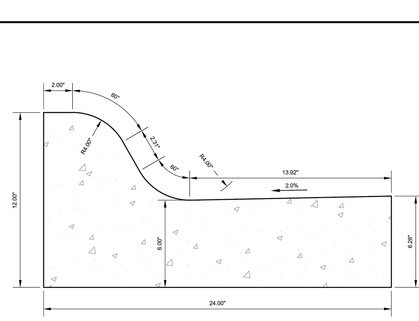


TRUNCATED DOME
PATTERN



PARALLEL CURB RAMP

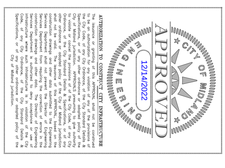
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	DETECTABLE WARNING SURFACE		233
APPROVED: MCC			



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPE A STANDARD CURB AND GUTTER		205
APPROVED: MCC			



SHEET C300

10/05/2022



PAVING DETAILS

TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE

CITY OF MIDLAND, TEXAS

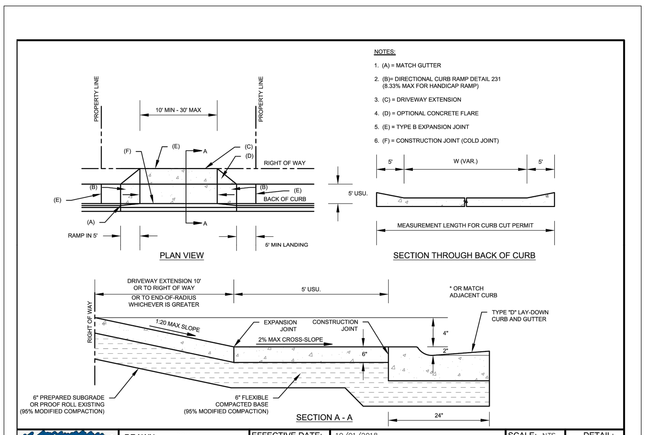
DRAWN BY:	JAR II
CHECKED BY:	ALM
APPROVED BY:	ALM
DATE:	02/01/2022
JOB:	21-0158

Δ	REVISIONS	BY	APPR.	DATE

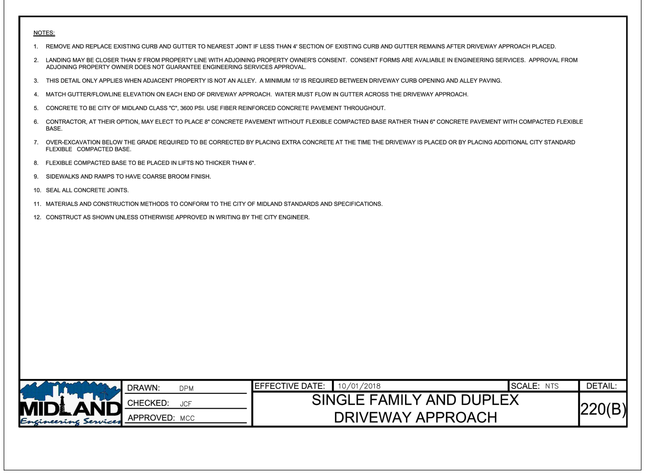
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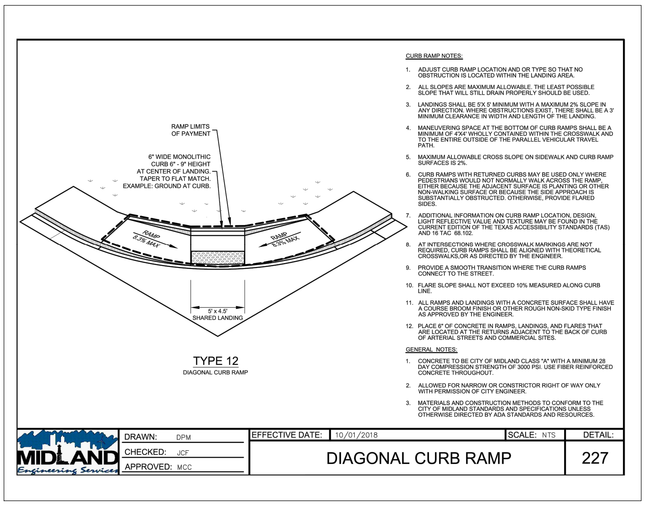
F:\2021\21015B-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21015B C301 PAVING DETAILS.DWG



DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH		220(A)
APPROVED: MCC			



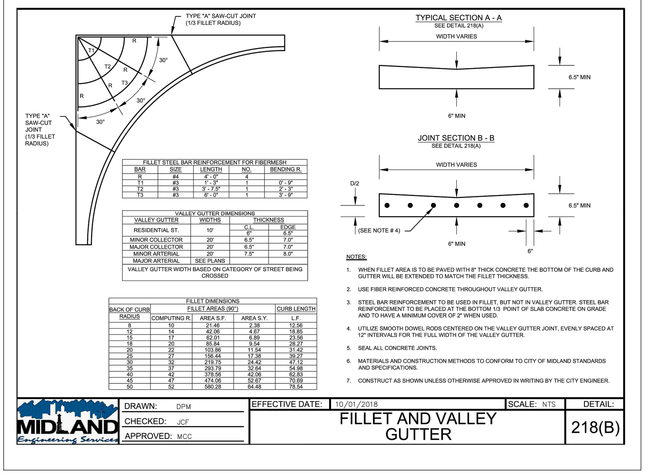
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH		220(B)
APPROVED: MCC			



DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	DIAGONAL CURB RAMP		227
APPROVED: MCC			

NOTES:
1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FILLET AND VALLEY GUTTER		218(A)
APPROVED: MCC			



FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH

BAR	SIZE	LENGTH	NO.	BENDING R.
B	#4	4' - 0"	4	
T1	#3	2' - 0"	1	0' - 9"
T2	#3	1' - 0"	1	0' - 3"
T3	#3	6' - 0"	1	0' - 9"

VALLEY GUTTER DIMENSIONS

VALLEY GUTTER	WIDTH	THICKNESS	
		C	EDGE
RESIDENTIAL ST.	10'	6.5"	6.5"
MINOR COLLECTOR	20'	6.5"	7.5"
MAJOR COLLECTOR	20'	6.5"	7.5"
MINOR ARTERIAL	20'	7.5"	8.5"
MAJOR ARTERIAL	SEE PLANS		

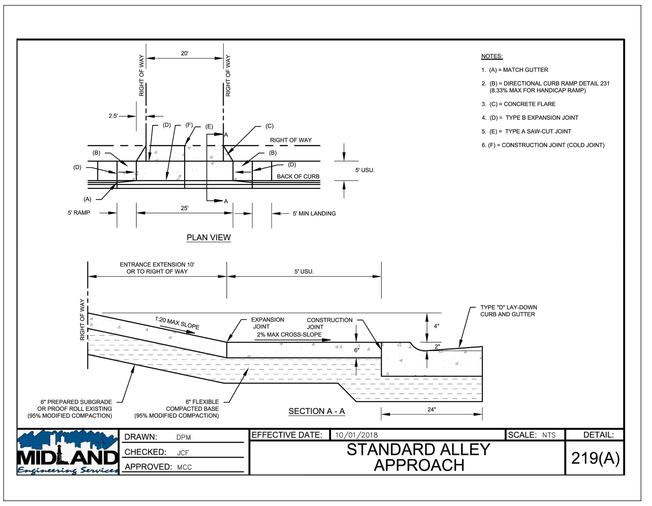
VALLEY GUTTER WIDTH BASED ON CATEGORY OF STREET BEING CROSSED

FILLET DIMENSIONS

BACK OF CURB RADIUS	FILLET AREAS (SC)			CURB LENGTH
	COMPUTING R.	AREA S.F.	AREA S.Y.	L.F.
8	10	21.46	2.38	12.56
12	14	42.06	4.67	18.85
15	17	62.01	6.89	23.56
18	20	85.84	9.54	28.27
20	22	103.04	11.45	31.42
25	27	152.54	17.00	39.27
30	32	203.75	22.42	47.12
35	37	263.79	32.64	54.98
40	42	378.56	42.06	62.83
45	47	474.06	52.67	70.69
50	52	580.28	64.48	78.54

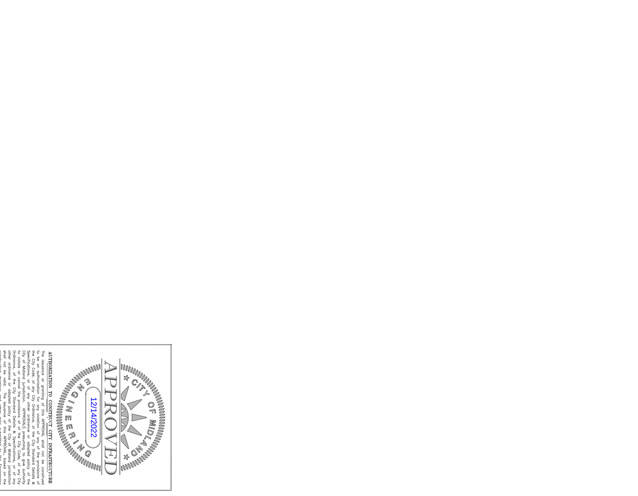
NOTES:
1. WHEN FILLET AREA IS TO BE PAVED WITH 8" THICK CONCRETE THE BOTTOM OF THE CURB AND GUTTER WILL BE EXTENDED TO MATCH THE FILLET THICKNESS.
2. USE FIBER REINFORCED CONCRETE THROUGHOUT VALLEY GUTTER.
3. STEEL BAR REINFORCEMENT TO BE USED IN FILLET, BUT NOT IN VALLEY GUTTER. STEEL BAR REINFORCEMENT TO BE PLACED AT THE BOTTOM 1/3 POINT OF SLAB CONCRETE ON GRADE AND TO HAVE A MINIMUM COVER OF 2" WHEN USED.
4. UTILIZE SMOOTH DOWEL RODS CENTERED ON THE VALLEY GUTTER JOINT, EVENLY SPACED AT 12" INTERVALS FOR THE FULL WIDTH OF THE VALLEY GUTTER.
5. SEAL ALL CONCRETE JOINTS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FILLET AND VALLEY GUTTER		218(B)
APPROVED: MCC			



NOTES:
1. (A) = MATCH GUTTER
2. (B) = DIRECTIONAL CURB RAMP DETAIL 231 (8.33% MAX FOR HANDICAP RAMP)
3. (C) = CONCRETE FLARE
4. (D) = TYPE B EXPANSION JOINT
5. (E) = TYPE A SAW-CUT JOINT
6. (F) = CONSTRUCTION JOINT (COLD JOINT)

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	STANDARD ALLEY APPROACH		219(A)
APPROVED: MCC			



DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	STANDARD ALLEY APPROACH		219(B)
APPROVED: MCC			

THE STATE OF TEXAS ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF DESIGN OR CONSTRUCTION INDICATED ON THESE PLANS. PRIOR APPROVAL OF THESE PLANS BY THE STATE OF TEXAS MUST NOT BE CONSTRUED AS A REPRESENTATION THAT THEY COMPLY IN ALL RESPECTS WITH THE REQUIREMENTS OF THE STATE OF TEXAS. RESPONSIBILITY FOR COMPLIANCE WITH STATE AND FEDERAL LAWS REMAINS WITH THE ENGINEER WHO PREPARED THE PLANS.
APPROVED
CITY OF MIDLAND ENGINEERING
12/14/2022

SHEET C301

10/05/2022

ANDREW L. MELEN 136271 REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS

PAVING DETAILS

TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE

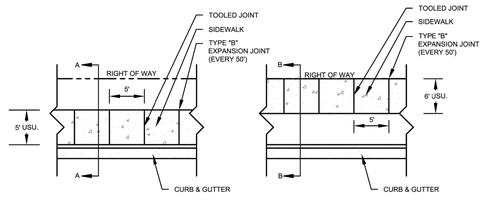
CITY OF MIDLAND, TEXAS

DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

Δ	REVISIONS	BY	APPR.	DATE

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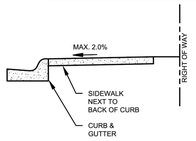
PACKET 5.39B February 28, 2023



NOTES:

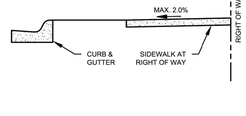
1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" AND HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SIDEWALK TO BE A MINIMUM OF 5' WIDE AND 4" THICK.
3. SIDEWALKS TO HAVE TYPE A SAWCUT JOINTS OR TOOLED JOINTS EVERY 5'.
4. TYPE "B" EXPANSION JOINTS TO BE LOCATED AT ALL PEDESTRIAN ACCESS RAMPS AND WHEREVER NEW SIDEWALK IS PLACED ADJACENT TO EXISTING CONCRETE.
5. ATTACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE BACK OF CURB.
6. DETACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE RIGHT-OF-WAY.
7. SIDEWALK CROSS-SLOPE MAY NOT EXCEED 2.0%.
8. ALL EXPOSED SIDEWALK EDGES TO HAVE A 1/2" RADIUS.
9. WHERE OBSTRUCTION IN SIDEWALK EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE. SIDEWALK LOCATION MAY BE SHIFTED WITH THE APPROVAL OF THE CITY ENGINEER.
10. ALL SIDEWALKS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE CITY ENGINEER.
11. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
12. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.
13. SIDEWALKS IN DOWNTOWN PER CENTRAL BUSINESS DISTRICT POLICY.

ATTACHED SIDEWALK PLACEMENT



SECTION A - A

DETACHED SIDEWALK PLACEMENT



SECTION B - B

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
	CHECKED: JCF	STANDARD SIDEWALK	DETAIL: 225
	APPROVED: MCC		

CITY OF MIDLAND APPROVED 12/14/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland Code of Ordinances, the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City of Midland Code of Ordinances, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from thereafter requiring a correction of errors in construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of improvements which violate the provisions of the City of Midland Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

PAVING DETAILS

TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE

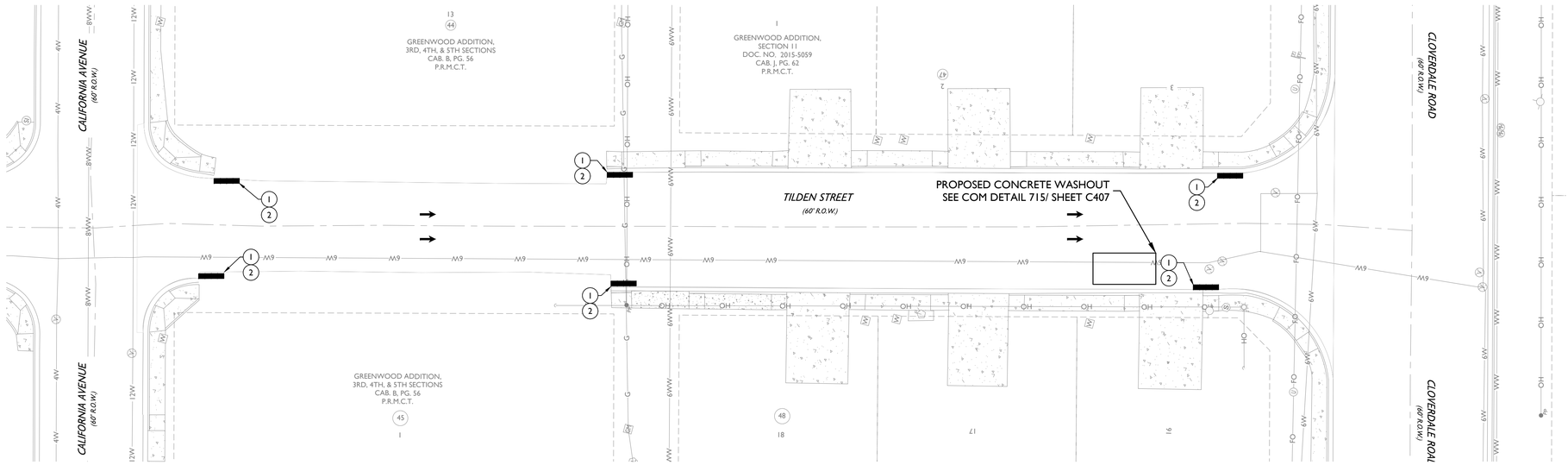
CITY OF MIDLAND, TEXAS

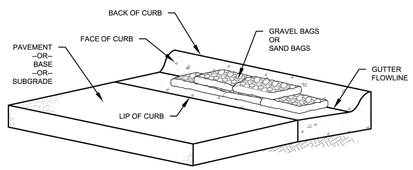
STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C302

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F:\2021\21018\CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21018 C302 PAVING DETAILS.DWG





NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 712
	CURB GRAVEL OR SAND BAGS		

PERMANENT BMP CONSTRUCTION NOTES:

1. WHEN CONTRACTOR IS GOING TO BE AWAY FROM SITE FOR MORE THAN 48 HOURS, GRAVEL BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES.
2. PRIOR TO ANY ANTICIPATED RAIN EVENT, GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.

GENERAL NOTES:

1. THE EROSION CONTROL PLAN SHOULD ADDRESS THREE GOALS: 1-DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE; 2-LIMIT THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND 3-REMOVE OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
2. THE CONTRACTOR SHALL MAKE THE EROSION CONTROL PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
3. THE CONTRACTOR MUST AMEND THE EROSION CONTROL PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.
4. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
5. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE; DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROLLING EQUIPMENT WASHING.
6. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
7. AREAS OF CONSTRUCTION ELSEWHERE OF THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
8. GUTTERS ARE TO BE KEPT CLEAN OF CONSTRUCTION MATERIALS AND SPOILS.
9. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN. THIS WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
10. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN THE FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY OWNER. EROSION PROTECTION SHALL BE CONSTRUCTED AS DETAILED ON THIS SHEET.
11. THE CONTRACTOR SHALL DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF 2 INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.

Know what's **below.**
Call before you dig.

0' 20' 40' 60'
SCALE 1" = 20'

LEGEND

V	DENOTES EXISTING CLEAN OUT
	DENOTES EXISTING FIRE HYDRANT
W	DENOTES EXISTING WATER METER
SM	DENOTES EXISTING SEWER MANHOLE
	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE

CITY OF MIDLAND APPROVED 12/14/2022 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any section of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland. The issuance of this APPROVAL shall not prevent the City from thereafter requiring the correction of errors in the construction drawings and other data submitted to the Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services shall not grant any variance to any provision or requirement of these Infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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Midland, Texas 79701
TEXAS ENGINEER FIRM #: F-15089
TEXAS SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE
1			

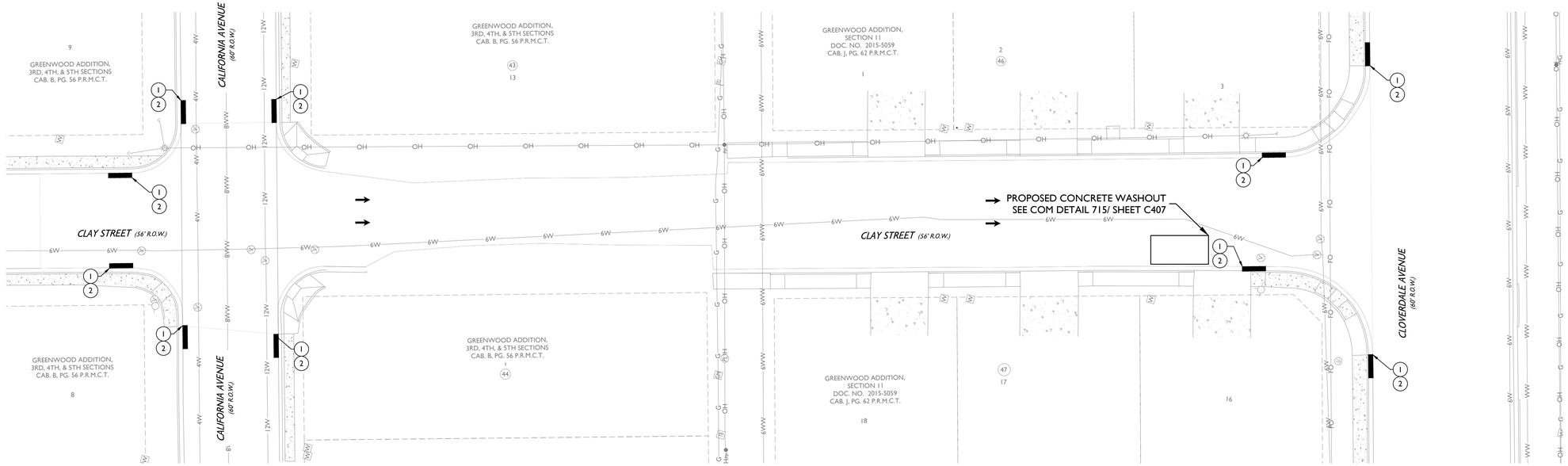
DRAWN BY:	JAR II
CHECKED BY:	ALM
APPROVED BY:	ALM
DATE:	02/01/2022
JOB:	21-0158

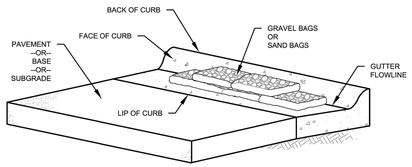
TILDEN STREET EROSION CONTROL PLAN
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C400

© COPYRIGHT 2016 ALL RIGHTS RESERVED
F:\2021\21015\8-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21015 C400 TILDEN STREET EROSION CONTROL PLAN.DWG





NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 712
	CURB GRAVEL OR SAND BAGS		

PERMANENT BMP CONSTRUCTION NOTES:

1. WHEN CONTRACTOR IS GOING TO BE AWAY FROM SITE FOR MORE THAN 48 HOURS, GRAVEL BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES.
2. PRIOR TO ANY ANTICIPATED RAIN EVENT, GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.

GENERAL NOTES:

1. THE EROSION CONTROL PLAN SHOULD ADDRESS THREE GOALS: 1-DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE; 2-LIMIT THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND 3-REMOVE OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
2. THE CONTRACTOR SHALL MAKE THE EROSION CONTROL PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
3. THE CONTRACTOR MUST AMEND THE EROSION CONTROL PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.
4. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
5. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE; DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROLLING EQUIPMENT WASHING.
6. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
7. AREAS OF CONSTRUCTION ELSEWHERE OF THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
8. GUTTERS ARE TO BE KEPT CLEAN OF CONSTRUCTION MATERIALS AND SPOILS.
9. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN. THIS WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
10. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN THE FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY OWNER. EROSION PROTECTION SHALL BE CONSTRUCTED AS DETAILED ON THIS SHEET.
11. THE CONTRACTOR SHALL DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF 2 INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.

0' 20' 40' 60'
SCALE 1" = 20'

LEGEND

- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH DENOTES EXISTING OVERHEAD ELECTRIC LINE

Know what's below. Call before you dig.

CITY OF MIDLAND APPROVED 12/14/2022 ENGINEERING

ATTENDANCE TO CONSTRUCT CITY INFRASTRUCTURE

Approval of these plans does not constitute a permit to construct. To be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL is not authorized to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the construction plans shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department shall not prevent the cancellation of this APPROVAL on the grounds of misrepresentation or violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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REVISIONS	BY	APPR.	DATE
1			

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CHECKED BY: ALM
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DATE: 02/01/2022
JOB: 21-0158

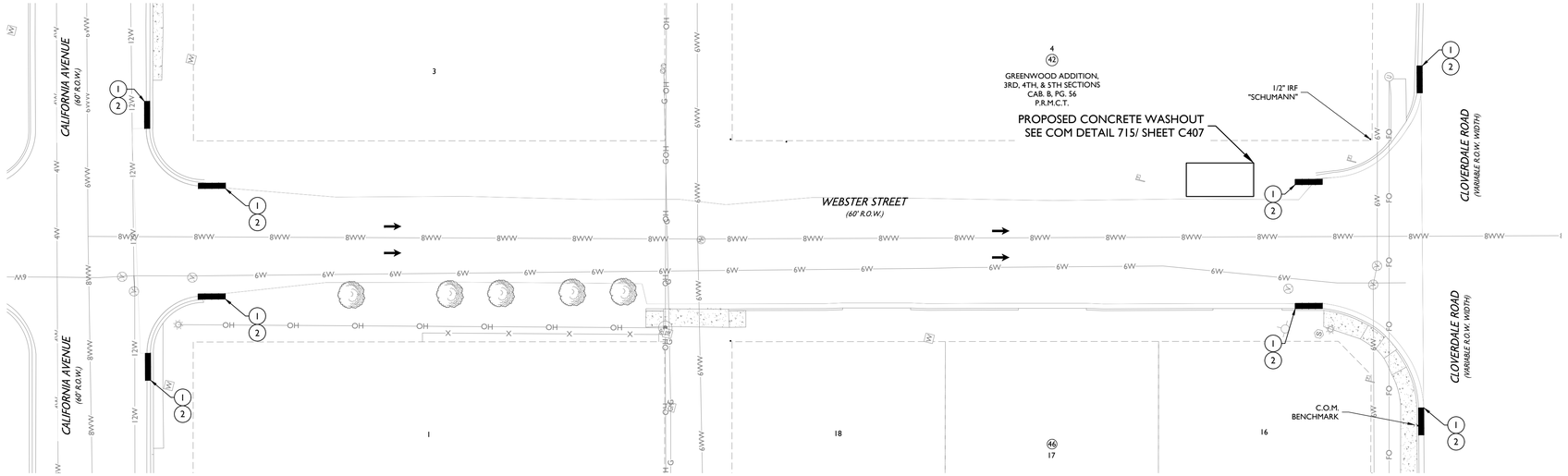
CLAY STREET EROSION CONTROL PLAN
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

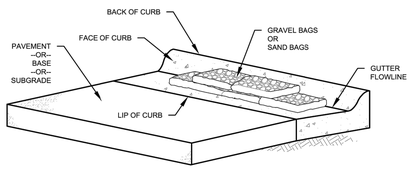
STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/05/2022

SHEET C401

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F:\2021\21015\8-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21015 C401 CLAY STREET EROSION CONTROL PLAN.DWG





NOTES:

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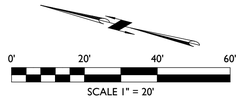
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 712
	CURB GRAVEL OR SAND BAGS		

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LEGEND

V	DENOTES EXISTING CLEAN OUT
	DENOTES EXISTING FIRE HYDRANT
W	DENOTES EXISTING WATER METER
S	DENOTES EXISTING SEWER MANHOLE
	DENOTES EXISTING SURROUNDING PROPERTY
	DENOTES EXISTING EDGE OF PAVEMENT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX FG	DENOTES EXISTING FINISHED GRADE
TC	DENOTES PROPOSED TOP OF CURB GRADE
GU	DENOTES PROPOSED GUTTER GRADE
FG	DENOTES PROPOSED FINISHED GRADE

Know what's **below.**
Call before you dig.

CITY OF MIDLAND
APPROVED
12/14/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the submitted plans, shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the submitted plans when found to be in violation of the City Code. Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

MAVERICK
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REVISIONS	△	BY	APPR.	DATE

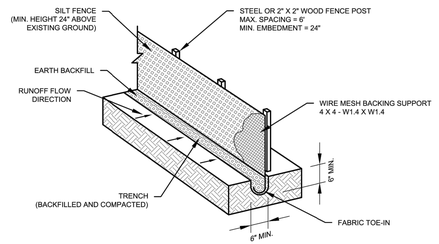
DRAWN BY: JAR II
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 02/01/2022
JOB: 21-0158

WEBSTER STREET EROSION CONTROL PLAN
TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET **C402**

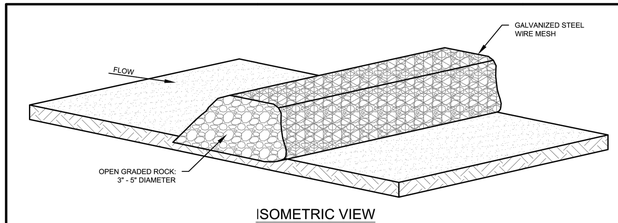
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F:\2021\21018\CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING 2021\DRAWINGS\CIVIL CONSTRUCTION PLANS\21018 C402 WEBSTER STREET EROSION CONTROL PLAN.DWG



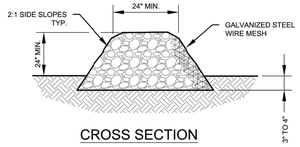
NOTES:

1. THIS DETAIL IS TO BE USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE SILT FENCE FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. INSTALL STEEL OR WOOD POSTS, WHICH SUPPORT THE SILT FENCE, WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE (1) FOOT.
3. TRENCH THE TOE OF THE SILT FENCE IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE THE FENCE CANNOT BE TRENCHED IN (E.G.PAVEMENT), WEIGHT DOWN FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF SIX (6) INCHES DEEP AND SIX (6) INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SECURELY FASTEN SILT FENCE TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS TO BE ATTACHED TO THE STEEL OR WOOD FENCE POST. INCLUDE A SIX (6) INCH DOUBLE OVERLAP, SECURELY FASTENED, WHERE ENDS OF FABRIC MEET.
6. REMOVE SILT FENCE WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF SIX (6) INCHES. DISPOSE OF THE SILT ONSITE IN AN APPROVED LOCATION AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	SILT FENCE		706



ISOMETRIC VIEW

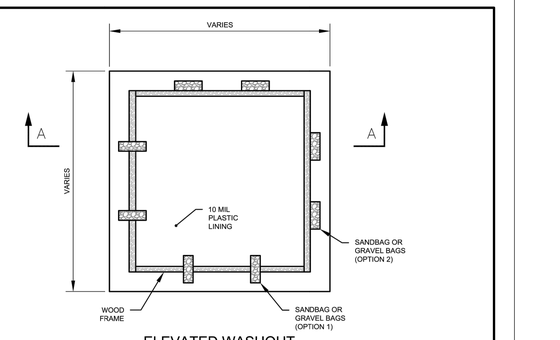


CROSS SECTION

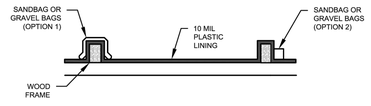
NOTES:

1. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
2. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	ROCK FILTER DAM		708
CHECKED: JCF			
APPROVED: MCC			



ELEVATED WASHOUT



SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY BE USED IN PAVED AREAS.
2. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR GRAVEL BAGS AROUND THE ENTIRE WASHOUT PERIMETER.
3. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL OR CLEAN SAND.
4. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE SURFACE.
5. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
6. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2 X12 ROUGH WOOD FRAME.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: JEO	
MIDLAND Engineering Services	EFFECTIVE DATE: COMPASS	SCALE: NTS	DETAIL:
	CONCRETE WASHOUT OPTION 3		715

CITY OF MIDLAND
APPROVED
12/14/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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www.Maverick-Eng.com

BY	APPR.	DATE

REVISIONS

DRAWN BY: MAL	CHECKED BY: ALM	APPROVED BY: ALM	DATE 01/03/2022	JOB 21-0159

EROSION CONTROL DETAILS

TILDEN ST, CLAY ST, WEBSTER ST & NOBLE AVE
CITY OF MIDLAND, TEXAS

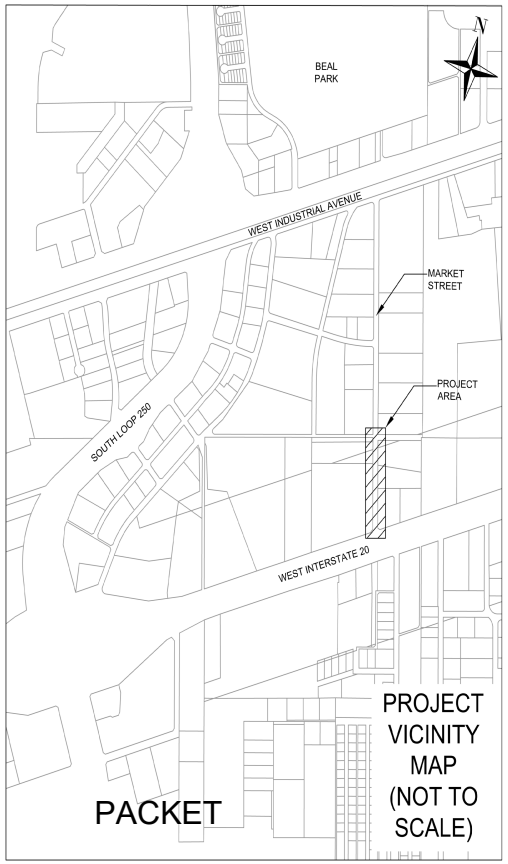
STATE OF TEXAS
ANDREW L. MELLEN
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LICENSED
PROFESSIONAL ENGINEER
10/05/2022

SHEET C403

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F:\2021\21-0159-CITY OF MIDLAND-ROADWAY PAVEMENT RECONSTRUCTION ENGINEERING (2021)\DRAWINGS\CIVIL CONSTRUCTION PLANS\21-0159 C403 EROSION CONTROL DETAILS.DWG

ADDITIVE ALTERNATE SET
MARKET STREET
PAVING AND DRAINAGE IMPROVEMENTS
PROJECT NUMBER: PD22-02
DECEMBER 2022



PROJECT VICINITY MAP (NOT TO SCALE)

PACKET 5.404

MAYOR

PATRICK PAYTON

COUNCIL MEMBERS

SCOTT DUFFORD	DISTRICT 1
JOHN NORMAN	DISTRICT 2
JACK LADD	DISTRICT 3
LORI BLONG	DISTRICT 4
DAN CORRALES	AT LARGE
ROBIN POOLE	AT LARGE

CITY MANAGER
ROBERT PATRICK

ENGINEERING SERVICES DIRECTOR
JOSE E. ORTIZ, P.E.

CAPITAL IMPROVEMENT MANAGER
BOBBY WOJCIECHOWSKI
OFFICE: (432) 685-7219
EMAIL: bwojciechowski@midlandtexas.gov

CITY OF MIDLAND
300 N. LORAINE ST.
MIDLAND, TX 79702

CONTRACTOR _____

DATE WORK BEGAN _____

DATE WORK COMPLETED _____

DATE WORK ACCEPTED _____

FINAL CONTRACT COST _____

CONSTRUCTION DRAWING SET INDEX	
SHEET	DESCRIPTION
C-000	PLAN SET COVER SHEET
G-103	QUANTITES
C-100	EXISTING CONDITIONS
C-101	DEMOLITION PLAN
C-102	SITE PLAN
C-201	EROSION CONTROL PLAN
C-202	DRAINAGE AREA MAP
C-203	DRAINAGE CALCULATIONS
C-301	PLAN AND PROFILE STA 0+00 TO STA 6+00
C-302	PLAN AND PROFILE STA 6+00 TO END
C-501	PAVING DETAILS
S-101	FOUNDATION PLAN, ELEV, AND DETAILS

February 28, 2023

APPROVED
CITY OF MIDLAND
ENGINEERING
12/27/2022

Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By: M. BRASUELL
Checked By: M. BRASUELL
Approved By: M. BRASUELL
Vert. Scale: N / A
Horz. Scale: N / A
Job No.: PD22-02
Date: DECEMBER 2022

MIDLAND Engineering Services

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

PLAN SET COVER SHEET

SHEET C-000
1 OF 12

File: P:\Engineering Services\Engineering Projects\2022\PD22-02 Market Street Paving and Drainage\03 DWGS\3.3 Detail\Pvng\C-000 Cover - FINAL.dwg Dec 27, 2022 - 2:56pm mbrasuell

PAVING AND DRAINAGE IMPROVEMENTS BASE BID - SUMMARY OF QUANTITIES				
Item No.	**Item Description**	**Unit**	**Plan Quantity**	**Final Quantity**
1	Mobilization	LS	1	
2	Demolition: Concrete Curb & Gutter Removal	LF	110	
3	Demolition: Miscellaneous Concrete Removal	SY	140	
4	Demolition: Stabilized Base and/or Asphalt Paving Removal	SY	402	
5	Right-of-Way Preparation	ACRES	1.11	
6	Subgrade Preparation	SY	5,354	
7	Soil Supported Concrete Cap Over Holly Energy Pipeline	LF	60	
8	10' Wide Pier Supported Concrete Cap of Plains Piepline	LS	1	
9	10" Compacted Flexible Base	SY	4,403	
10	Bituminous Prime Coat (0.20-0.25 GAL/SY)	GAL	1,101	
11	3" Type "D" HMAC Surface Course	SY	4,403	
12	6" Type "A" Concrete Curb & Gutter	LF	1,905	
13	6" Concrete Fillet	SY	102	
14	6" Concrete Valley Gutter	SY	21	
15	6" Concrete Alley Approach	SY	34	
16	6" Miscellaneous Concrete	SY	467	
17	ACO SlabDrain, H300SK-13 Channel with Neutral Invert or Approved Equal	LF	72	
18	Manhole Cover Adjustment	EACH	4	
19	Valve Cover Adjustment	EACH	9	
20	Erosion Control Plan	LS	1	
21	Job Site Safety and Traffic Control	LS	1	

PSC

PARKHILL SMITH & COOPER

PARKHILL SMITH & COOPER, INC. STATE OF TEXAS F-560 ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER

3/4/15

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

NO	DATE	DESCRIPTION

ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

QUANTITIES

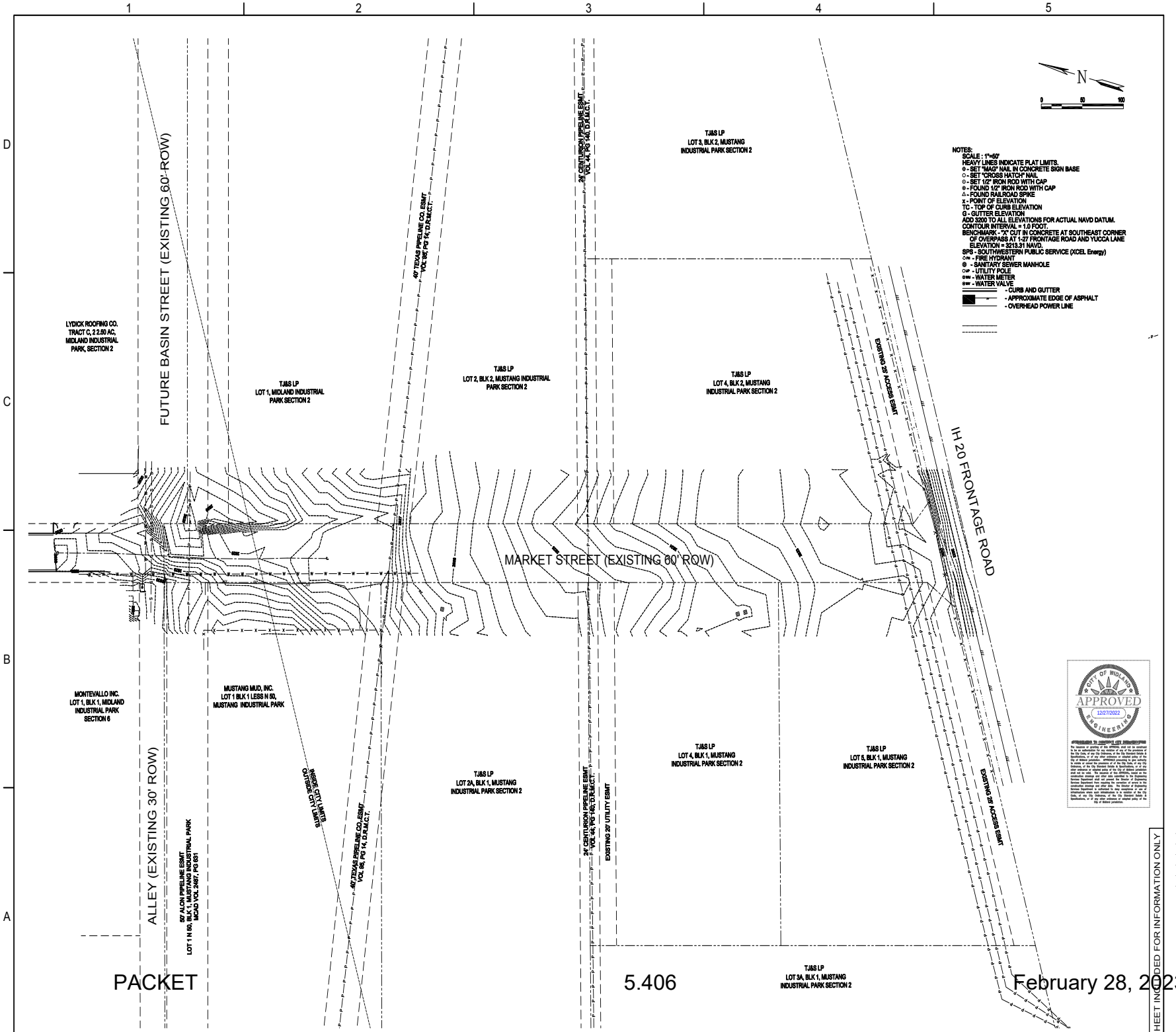
CITY OF MIDLAND TEXAS APPROVED 12/27/2022 ENGINEERING

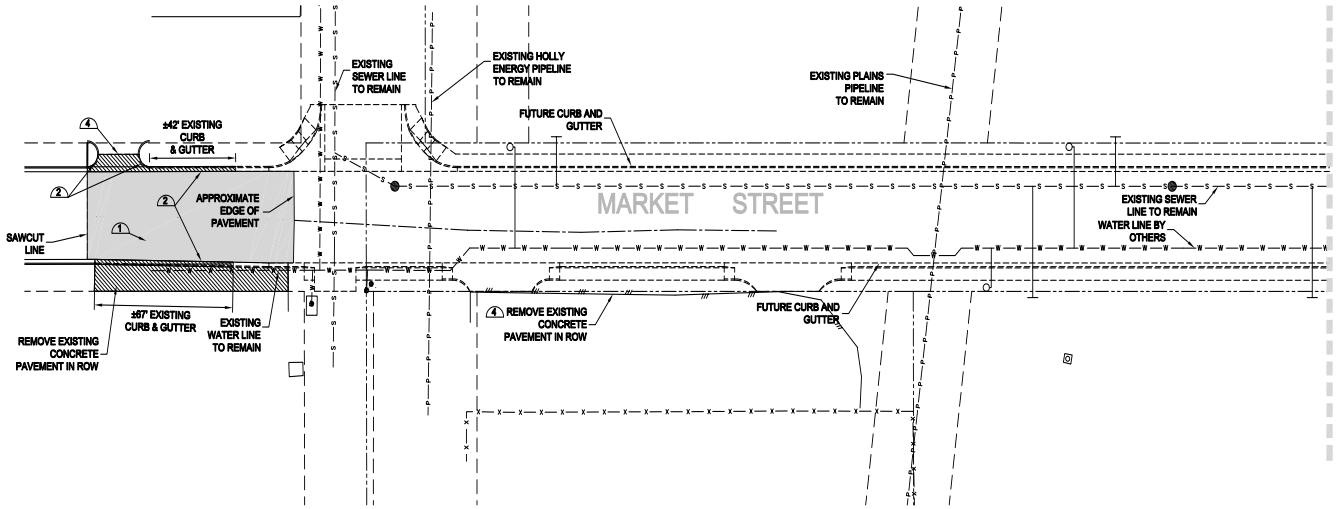
APPROVED BY ENGINEERING DEPARTMENT

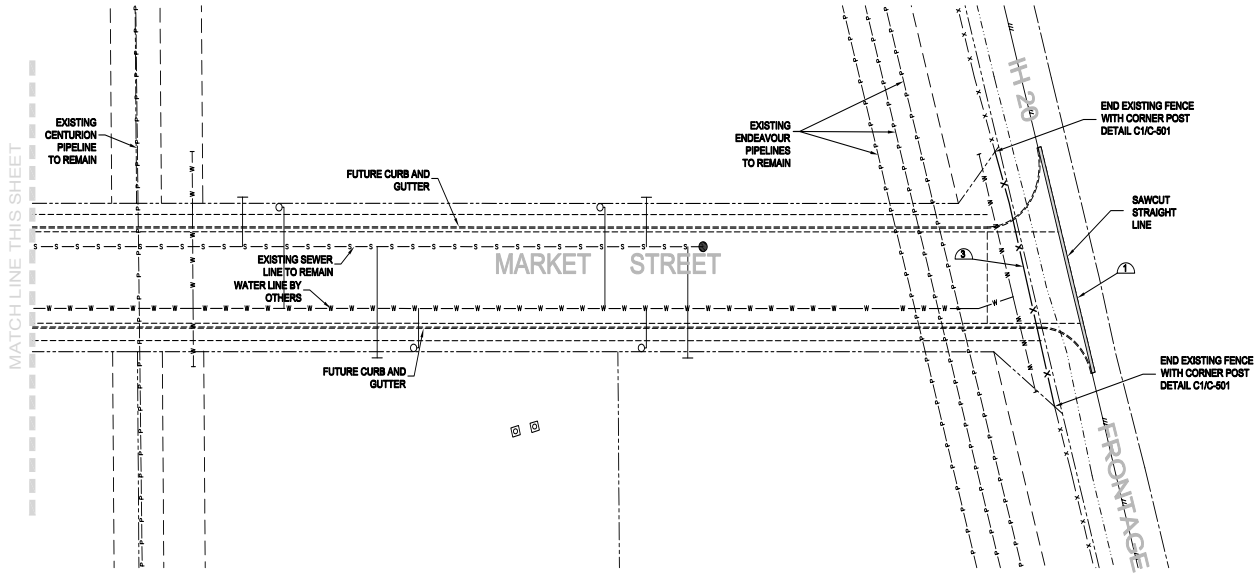
The issuance or granting of approval does not relieve the applicant of the responsibility of complying with all applicable Ordinances of the City of Midland, including the Standard Rules & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be made. The issuance of the APPROVAL based on the submitted plans shall not prevent the Director of Engineering Service Department shall not prevent the Director of Engineering Service Department from requiring the correction of errors in the plans and/or specifications. The Director of Engineering Service Department is authorized to stop construction of any or all construction where such construction is in violation of the City Ordinances, the Standard Rules & Specifications, or of any other Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

G-103

\\Cad\Projects\2021\9714.12\CAD\SUB_SHEETS\9714.12_PAVEXH-103.dgn 14 May, G-103, 3/4/2015 2:08:17 PM, JDavis, Parkhill Smith & Cooper, Inc.


FUTURE BASIN STREET (EXISTING 60' ROW)
MARKET STREET (EXISTING 60' ROW)
ALLEY (EXISTING 30' ROW)
IH 20 FRONTAGE ROAD
EXISTING 25' ACCESS ESMT
EXISTING 25' ACCESS ESMT
EXISTING 20' UTILITY ESMT
60' TEXAS PIPELINE CO. ESMT VOL 88, PG 14, D.R.M.C.T.
24' CENTURION PIPELINE ESMT VOL 44, PG 140, D.R.M.C.T.
50' ALON PIPELINE ESMT LOT 1 N 50, BLK 1, MUSTANG INDUSTRIAL PARK MCAD VOL 2467, PG 651
NBRHD CITY LIMITS OUTSIDE CITY LIMITS
LYDICK ROOFING CO. TRACT C, 2 2.50 AC, MIDLAND INDUSTRIAL PARK, SECTION 2
TJ&S LP LOT 1, MIDLAND INDUSTRIAL PARK SECTION 2
TJ&S LP LOT 2, BLK 2, MUSTANG INDUSTRIAL PARK SECTION 2
TJ&S LP LOT 3, BLK 2, MUSTANG INDUSTRIAL PARK SECTION 2
TJ&S LP LOT 4, BLK 2, MUSTANG INDUSTRIAL PARK SECTION 2
MONTEVALLO INC. LOT 1, BLK 1, MIDLAND INDUSTRIAL PARK SECTION 6
MUSTANG MUD, INC. LOT 1 BLK 1 LESS N 50, MUSTANG INDUSTRIAL PARK
TJ&S LP LOT 2A, BLK 1, MUSTANG INDUSTRIAL PARK SECTION 2
TJ&S LP LOT 4, BLK 1, MUSTANG INDUSTRIAL PARK SECTION 2
TJ&S LP LOT 5, BLK 1, MUSTANG INDUSTRIAL PARK SECTION 2
TJ&S LP LOT 3A, BLK 1, MUSTANG INDUSTRIAL PARK SECTION 2
N
0 50 100
NOTES:
SCALE : 1"=50'
HEAVY LINES INDICATE PLAT LIMITS.
⊕ - SET "MAG" NAIL IN CONCRETE SIGN BASE
○ - SET "CROSS HATCH" NAIL
⊙ - SET 1/2" IRON ROD WITH CAP
⊕ - FOUND 1/2" IRON ROD WITH CAP
Δ - FOUND RAILROAD SPIKE
X - POINT OF ELEVATION
TC - TOP OF CURB ELEVATION
G - GUTTER ELEVATION
ADD 3200 TO ALL ELEVATIONS FOR ACTUAL NAVD DATUM.
CONTOUR INTERVAL = 1.0 FOOT.
BENCHMARK - "X" CUT IN CONCRETE AT SOUTHEAST CORNER OF OVERPASS AT I-27 FRONTAGE ROAD AND YUCCA LANE ELEVATION = 3213.31 NAVD.
SPS - SOUTHWESTERN PUBLIC SERVICE (XCEL Energy)
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- UTILITY POLE
- WATER METER
- WATER VALVE
- CURB AND GUTTER
- APPROXIMATE EDGE OF ASPHALT
- OVERHEAD POWER LINE
CITY OF MIDLAND APPROVED 12/27/2022 ENGINEERING
APPROVED TO CONSTRUCT CITY JURISDICTION
The issuance or granting of this APPROVAL shall not be construed to be in subrogation for any violation of any of the provisions of the City Standard Codes & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVED presumes to give authority to violate or cancel the provisions of the City Standard Codes & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. The City of Midland Development Services Department shall not be responsible for the accuracy and adequacy of the design, dimensions, and construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to stop inspection or use of site improvements when such improvements are in violation of any provision of the City Standard Codes & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.
PARKHILL SMITH & COOPER, INC. TEXAS REGISTERED ENGINEERING FIRM F-2565
ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER
3/4/15
PSC
PARKHILL SMITH & COOPER
MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS
MIDLAND, TEXAS
KEY PLAN
NO DATE DESCRIPTION
ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12
EXISTING CONDITIONS
C-100
SHEET INCLUDED FOR INFORMATION ONLY





GENERAL NOTES

A. CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS OF EXISTING UTILITIES PRIOR TO COMMENCING WORK, EXCAVATION OR TRENCHING. UTILITIES DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

B. FULL-DEPTH SAWCUT ALL EXISTING PAVEMENT SECTIONS WHERE PROPOSED PAVEMENT IS TO TIE INTO EXISTING PAVEMENT.

C. CONTRACTOR SHALL COORDINATE WITH OWNER PRIOR TO REMOVING ANY EXISTING FEATURES.

D. COORDINATE WITH TXDOT FOR ALL WORK IN IH20 R.O.W.

DEMOLITION NOTES

REMOVE EXISTING CONSTRUCTION AS INDICATED BY: (1)

1 ASPHALT PAVEMENT
2 CURB AND GUTTER
3 FENCE
4 CONCRETE PAVEMENT

PARKHILL SMITH & COOPER

PARKHILL SMITH & COOPER, INC. TEXAS REGISTERED ENGINEERING FIRM F-560 ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER 3/4/15

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

N

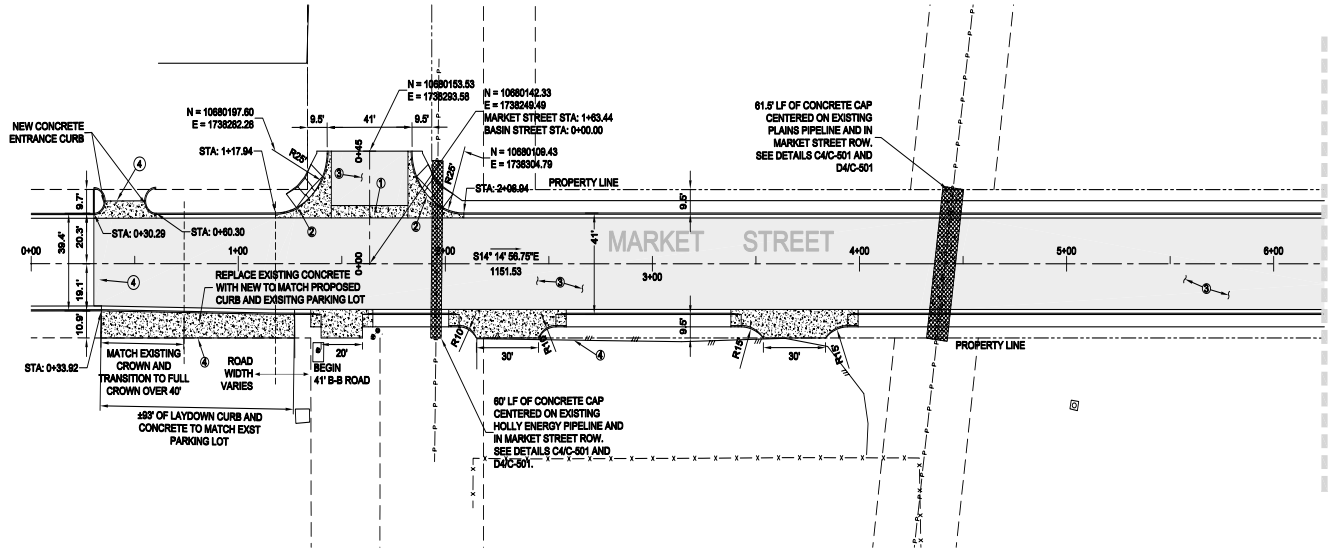
0 30' 60'

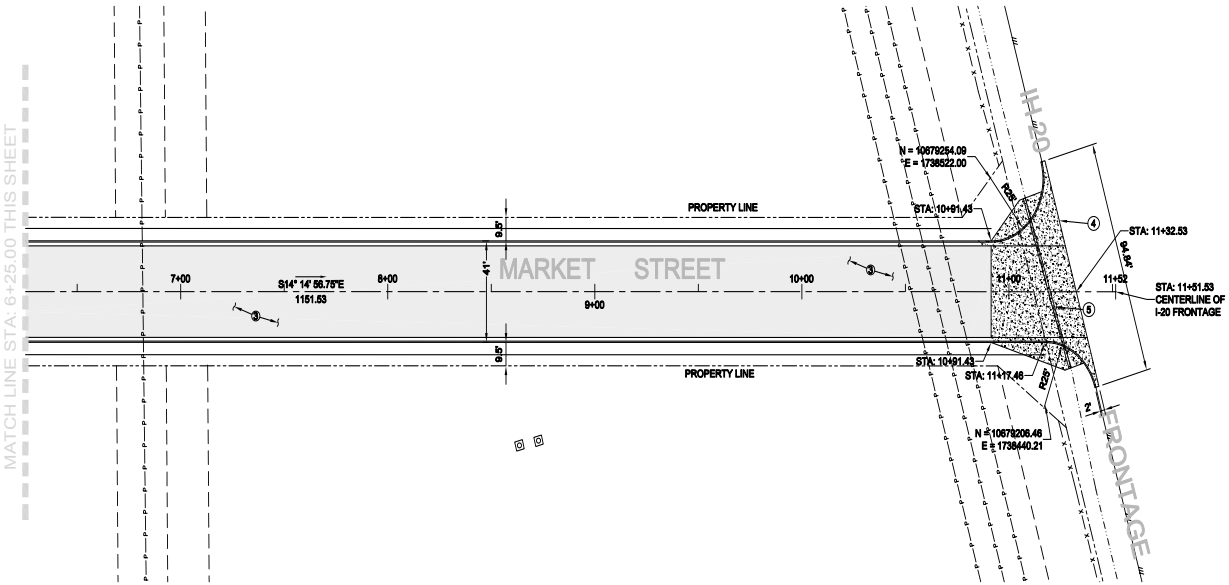
NO	DATE	DESCRIPTION

ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

DEMOLITION PLAN

C-101





CITY OF MIDLAND APPROVED 12/27/2022 ENGINEERING

GENERAL NOTES

A. CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS OF EXISTING UTILITIES PRIOR TO COMMENCING WORK, EXCAVATION OR TRENCHING. UTILITIES DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
B. FULL-DEPTH SAWCUT ALL EXISTING PAVEMENT SECTIONS WHERE PROPOSED PAVEMENT IS TO TIE INTO EXISTING PAVEMENT.
C. CONTRACTOR SHALL COORDINATE WITH OWNER PRIOR TO REMOVING ANY EXISTING FEATURES.
D. COORDINATE WITH TXDOT FOR ALL WORK IN IH20 R.O.W.
E. CONCRETE PAVEMENT SHALL UTILIZE 10'x10' OR 12'x12' FULL CONSTRUCTION JOINTING.

KEYED NOTES

1. 5' WIDE CONCRETE VALLEY GUTTER. SEE B2/C-501
2. LAY-DOWN CURB FOR PEDESTRIAN CURB RAMPS.
3. PAVING SURFACE: ASPHALT CONCRETE - SEE DETAIL A4/C-501
4. MATCH EXISTING
5. 72' OF ACO SLABDRAIN TRENCH DRAIN WITH MEDIUM DUTY INVERT, OR APPROVED EQUAL

PARKHILL SMITH & COOPER

PARKHILL, SMITH & COOPER, INC. TEXAS REGISTERED ENGINEERING FIRM F-560 ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER 3/4/15

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

N

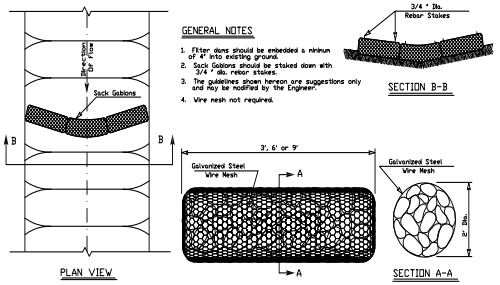
0 30' 60'

NO	DATE	DESCRIPTION

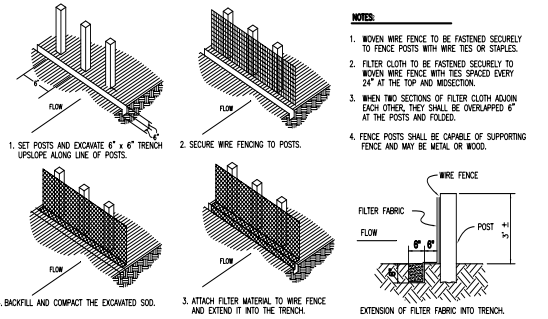
ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

SITE PLAN

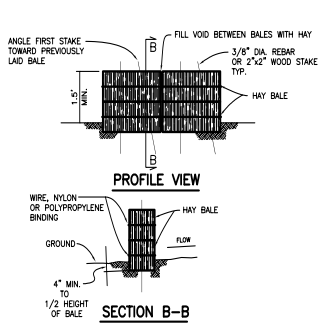
C-102



D1 ROCK FILTER DAM – TYPE 4 (SACK GABIONS)
NO SCALE



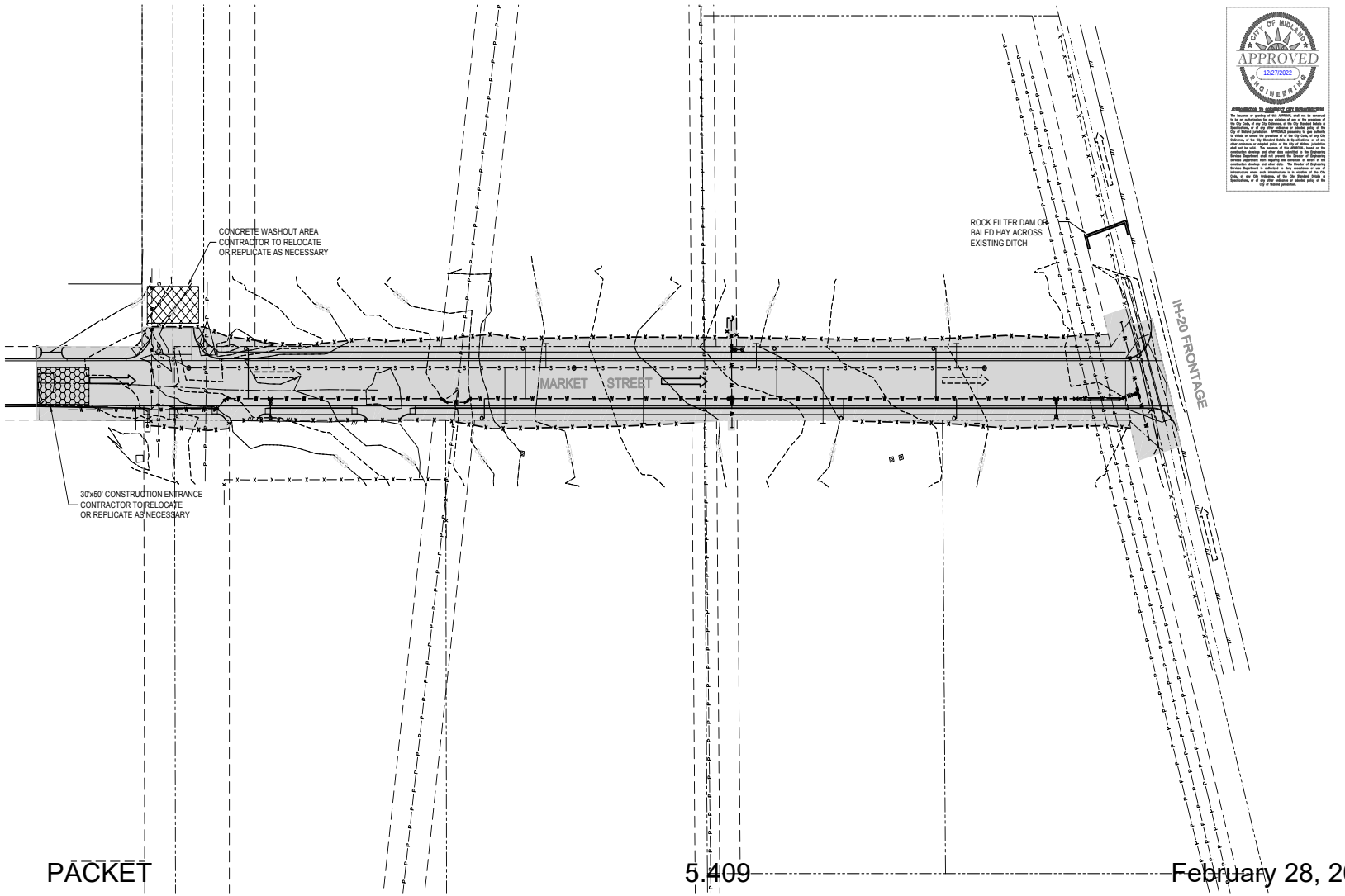
D2 FILTER FABRIC BARRIER (SILT FENCE)
NO SCALE



D4 BALED HAY SEDIMENT CONTROL
NO SCALE

NOTE
1. THIS MAP IS PART OF A TPDES STORMWATER POLLUTION PREVENTION PLAN. REFER TO THE TEXT PORTION OF THE PLAN FOR ADDITIONAL INFORMATION, REQUIREMENTS AND PROCEDURES.

LEGEND
- AREA AFFECTED BY PROJECT (APPROX. 1.80 ACRES)
- SILT FENCE
- BALED HAY OR ROCK FILTER DAMS
- EXISTING CONTOURS (1' INTERVAL)
- 2% PROPOSED DRAINAGE PATH WITH PERCENT SLOPE
- STABILIZED CONSTRUCTION ENTRANCE
- NEW CONTOURS (1' INTERVAL)
- FLOW DIRECTION (EXISTING)
- FLOW DIRECTION (PROPOSED)



A1 STORM WATER POLLUTION PREVENTION SITE PLAN
1" = 50'

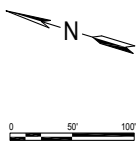
CITY OF MIDLAND APPROVED 12/27/2022 ENGINEERING
APPROVED IN CONCEPT ONLY SUBJECT TO:
The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Code, or any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. Any construction proposed to be authority issued on the basis of plans and/or construction data that violate the City Code, or any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall be void at the time of issuance. Approval of construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of public improvements found not to be in conformity with the City Code, or any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

PSC PARKHILL SMITH & COOPER
PARKHILL SMITH & COOPER, INC. STATE OF TEXAS ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER F-560
3/4/15

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN



NO	DATE	DESCRIPTION

ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

EROSION CONTROL PLAN

C-201

PACKET 5.409 February 28, 2023

EXISTING DRAINAGE AREA CALCULATIONS - 100 Year

Area No.	Acres	Runoff Coeff.	CA	T_c (min.)	I_{100} (in./hr.)	Q_{100} (c.f.s.)
SO1-Ca	56.64	0.78	44.18	55	3.35	147.97
SO1-Ca-A	26.81	0.82	21.99	45	3.82	84.04
SO1-Ca-B	5.62	0.83	4.67	35	4.48	20.92

EXISTING DRAINAGE AREA CALCULATIONS - 5 Year

Area No.	Acres	Runoff Coeff.	CA	T_c (min.)	I_5 (in./hr.)	Q_5 (c.f.s.)
SO1-Ca	56.64	0.65	36.82	55	1.39	51.20
SO1-Ca-A	26.81	0.68	18.23	45	1.59	29.07
SO1-Ca-B	5.62	0.68	3.82	35	1.88	7.19

STREET, ALLEY, & FLUME CAPACITY TABLE - EXISTING CONDITIONS

Design Point	Street / Alley Name	Section Description	Longitudinal Slope (ft/ft)	Contributing Drainage Area	Area (Ac.)	Runoff Coefficient (C)	Time of Concentration (min)	I_{100} (in/hr)	100 Year Flow (cfs)	100 Year Depth of Flow (ft)	100 Year Max Allowable Depth (ft)
A	Market Street North side of Basin Street	60' ROW (41' B-B)	0.0020	SO1-Ca-A	26.81	0.82	45	3.82	84.04	1.045	1.083
B	Basin Street West of Market Street	60' ROW (41' B-B)	0.0021	SO1-Ca-B	5.62	0.83	35	4.48	20.92	0.656	1.083
C	Market Street at I-20 Frontage Road	60' ROW (41' B-B)	0.0052	SO1-Ca	56.64	0.78	55	3.35	147.97	1.082	1.083

CITY OF MIDLAND APPROVED 12/27/2022 ENGINEERING

DEVELOPED DRAINAGE AREA CALCULATIONS - 100 Year

Area No.	Acres	Runoff Coeff.	CA	T_c (min.)	I_{100} (in./hr.)	Q_{100} (c.f.s.)
SO1-Ca	56.64	0.90	50.98	55	3.35	170.73
SO1-Ca-A	26.81	0.90	24.13	45	3.82	92.24
SO1-Ca-B	5.62	0.90	5.06	35	4.48	22.68

DEVELOPED DRAINAGE AREA CALCULATIONS - 5 Year

Area No.	Acres	Runoff Coeff.	CA	T_c (min.)	I_5 (in./hr.)	Q_5 (c.f.s.)
SO1-Ca	56.64	0.90	50.98	55	1.39	70.89
SO1-Ca-A	26.81	0.90	24.13	45	1.59	38.48
SO1-Ca-B	5.62	0.90	5.06	35	1.88	9.52

PARKHILL SMITH & COOPER, INC. TEXAS REGISTERED ENGINEERING FIRM F-560 ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER 3/4/15

PSC PARKHILL SMITH & COOPER

5 Year Storm

AREA A: RUNOFF COEFFICIENT CALCULATIONS - EXISTING LAND USE

Area	Land Use	Soil Type	Area (ac)	C	A*CN
Developed	Industrial	B	22.59	0.73	16.492
Undeveloped	Pasture/Range	B	4.22	0.41	1.730
		Total (Ac.) =	26.81	Total =	18.222
		Total (Sq. Mi.) =	0.042	Weighted C =	0.68

AREA B: RUNOFF COEFFICIENT CALCULATIONS - EXISTING LAND USE

Area	Land Use	Soil Type	Area (ac)	C	A*CN
Developed	Industrial	B	4.77	0.73	3.480
Undeveloped	Pasture/Range	B	0.86	0.41	0.351
		Total (Ac.) =	5.62	Total =	3.831
		Total (Sq. Mi.) =	0.009	Weighted C =	0.68

TOTAL AREA: RUNOFF COEFFICIENT CALCULATIONS - EXISTING LAND USE

Area	Land Use	Soil Type	Area (ac)	C	A*CN
Developed	Industrial	B	42.98	0.73	31.378
Undeveloped	Pasture/Range	B	13.66	0.41	5.601
		Total (Ac.) =	56.64	Total =	36.979
		Total (Sq. Mi.) =	0.089	Weighted C =	0.65

100 Year Storm

AREA A: RUNOFF COEFFICIENT CALCULATIONS - EXISTING LAND USE

Area	Land Use	Soil Type	Area (ac)	C	A*CN
Developed	Industrial	B	22.59	0.9	20.333
Undeveloped	Pasture/Range	B	4.22	0.41	1.730
		Total (Ac.) =	26.81	Total =	22.063
		Total (Sq. Mi.) =	0.042	Weighted C =	0.82

AREA B: RUNOFF COEFFICIENT CALCULATIONS - EXISTING LAND USE

Area	Land Use	Soil Type	Area (ac)	C	A*CN
Developed	Industrial	B	4.77	0.9	4.290
Undeveloped	Pasture/Range	B	0.86	0.41	0.351
		Total (Ac.) =	5.62	Total =	4.642
		Total (Sq. Mi.) =	0.009	Weighted C =	0.83

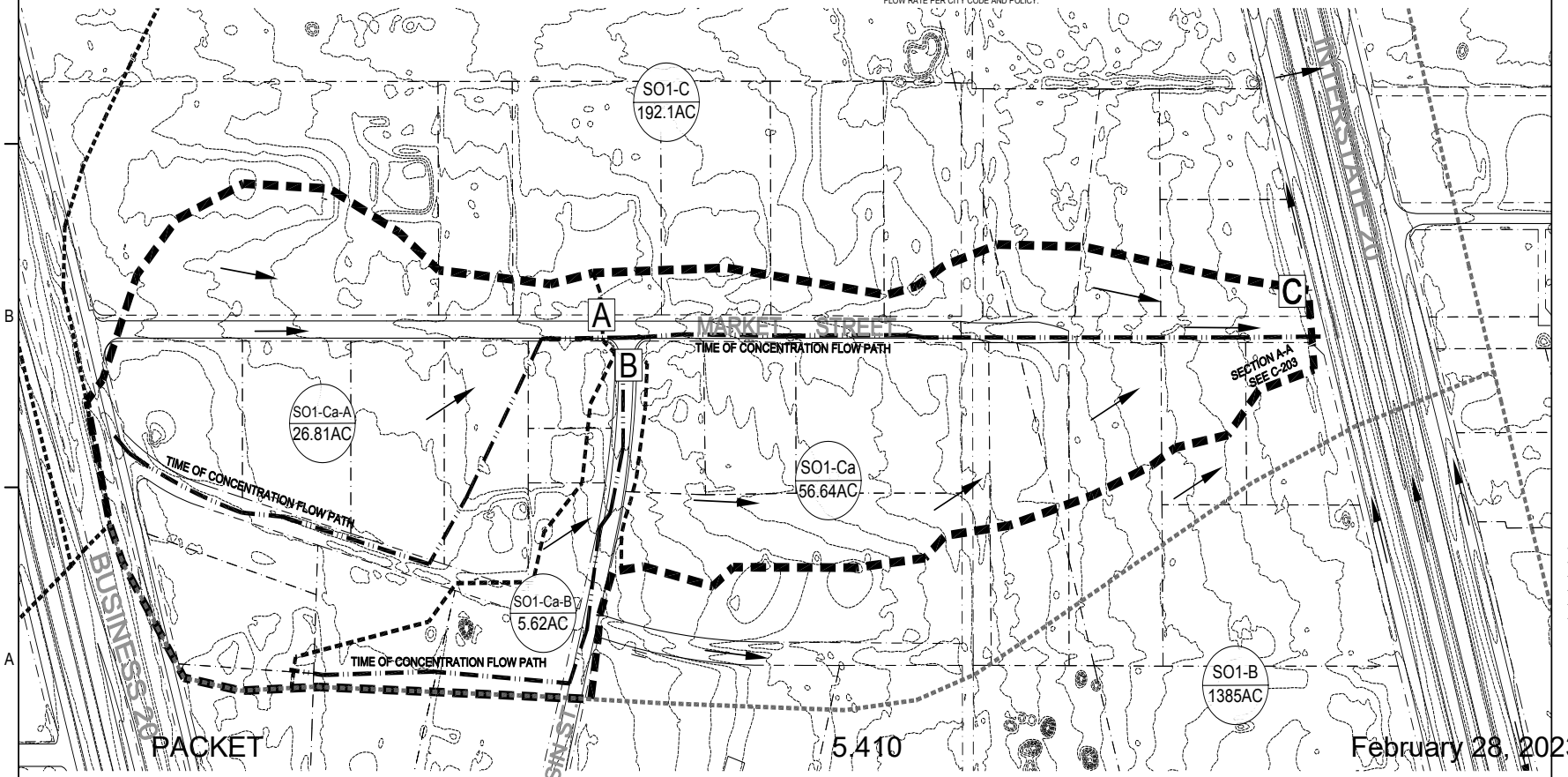
TOTAL AREA: RUNOFF COEFFICIENT CALCULATIONS - EXISTING LAND USE

Area	Land Use	Soil Type	Area (ac)	C	A*CN
Developed	Industrial	B	42.98	0.9	38.686
Undeveloped	Pasture/Range	B	13.66	0.41	5.601
		Total (Ac.) =	56.64	Total =	44.286
		Total (Sq. Mi.) =	0.089	Weighted C =	0.78

STREET, ALLEY, & FLUME CAPACITY TABLE - DEVELOPED CONDITIONS (SEE NOTE 1)

Design Point	Street / Alley Name	Section Description	Longitudinal Slope (ft/ft)	Contributing Drainage Area	Area (Ac.)	Runoff Coefficient (C)	Time of Concentration (min)	I_{100} (in/hr)	100 Year Flow (cfs)	100 Year Depth of Flow (ft)	100 Year Max Allowable Depth (ft)
A	Market Street North side of Basin Street	60' ROW (41' B-B)	0.0020	SO1-Ca-A	26.81	0.90	45	3.82	92.24	1.084	1.083
B	Basin Street West of Market Street	60' ROW (41' B-B)	0.0021	SO1-Ca-B	5.62	0.90	35	4.48	22.68	0.675	1.083
C	Market Street at I-20 Frontage Road	60' ROW (41' B-B)	0.0052	SO1-Ca	56.64	0.90	55	3.35	170.73	1.146	1.083

NOTES:
1. THE SLOPE OF MARKET STREET IS SET TO ACCOMMODATE ONLY THE EXISTING AREA'S RUNOFF TAKING INTO ACCOUNT ONLY THE CURRENTLY DEVELOPED AREAS IN THE WATERSHED. ANY ADDITIONAL DEVELOPMENT IN THIS AREA WILL BE REQUIRED TO DETAIN/RETAIN AND/OR OUTFALL ANY ADDITIONAL RUNOFF EQUAL TO THE EXISTING FLOW RATE PER CITY CODE AND POLICY.



A1 DRAINAGE AREA MAP
1" = 150'

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

N

0 150' 300'

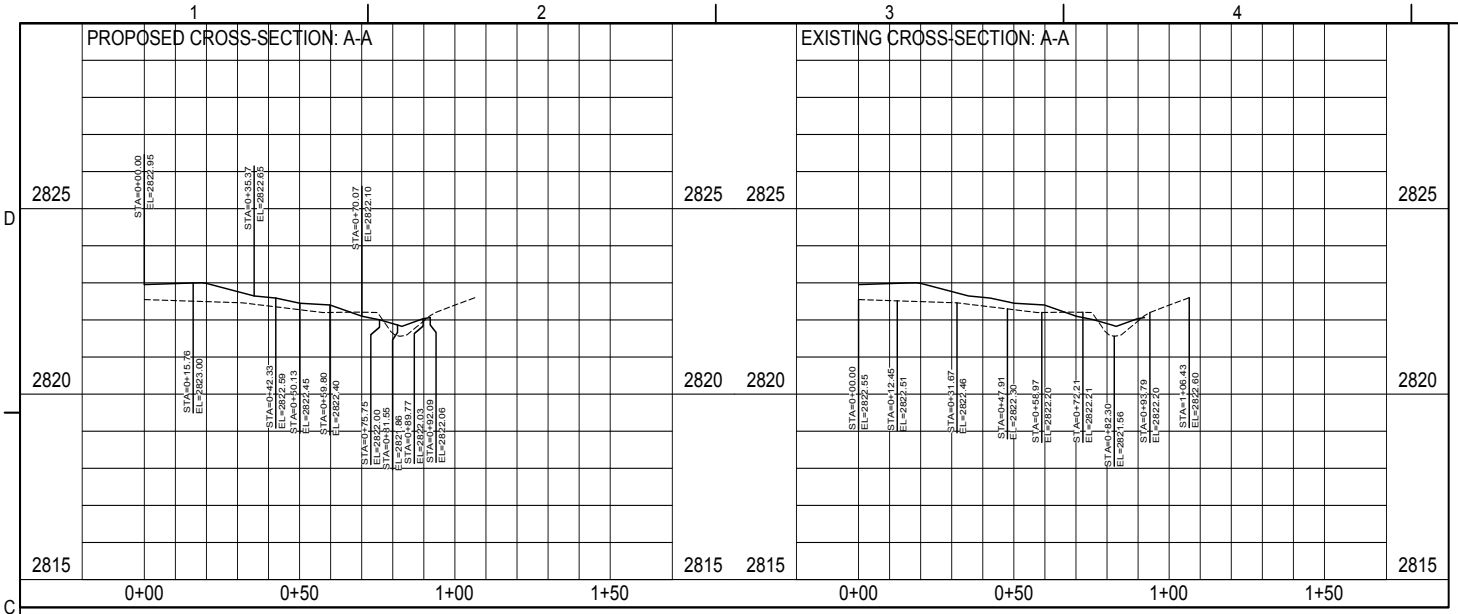
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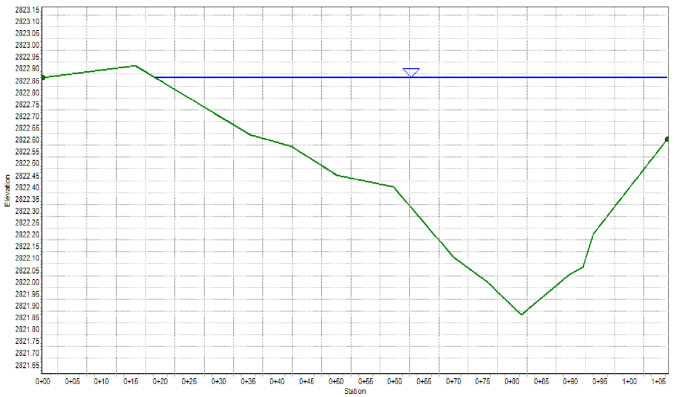
ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

DRAINAGE AREA MAP

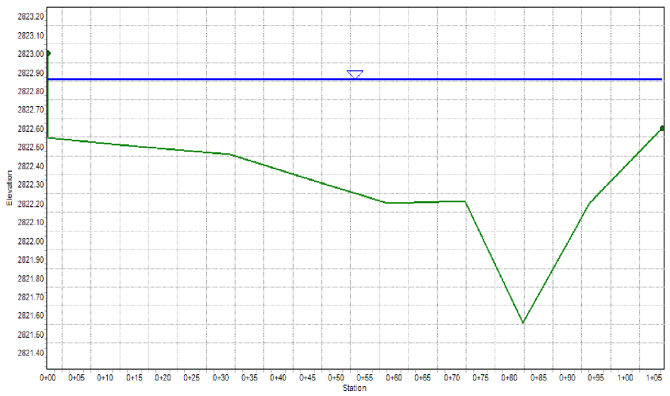
C-202

PACKET 5.410 February 28, 2023





APPROXIMATE CHANNEL S = 0.1%
CHANNEL n = 0.13
CHANNEL CAPACITY @ 2822.86 = 98.45 cfs



APPROXIMATE CHANNEL S = 0.1%
CHANNEL n = 0.5
CHANNEL CAPACITY @ 2822.86 = 39.88 cfs

NOTE: THE ELEVATION OF 2822.86 REFLECTS 1' ABOVE THE MIDDLE OF THE PROPOSED CROSS SECTION AND 6" ABOVE THE SURROUNDING CURBS. THE ABOVE CROSS SECTIONS SHOW THAT THE POSSIBLE CAPACITY OF THE BORROW DITCH ON THE NORTH SIDE OF I-20 IS INCREASED WHEN CONVERTED TO CONCRETE. NO ADDITIONAL CHANNEL WIDTH OR DEPTH IS NEEDED TO CONVEY THE FLOW IN THE DITCH EVEN AFTER DEVELOPMENT. ALSO, THE INCREASE IN FLOW CREATED BY THE SLAB DRAIN (SMALL CULVERT) IS NOT INCLUDED IN THE ABOVE CALCULATION.

TRAVEL PATH - TO POINT A BY WAY OF EXISTING MARKET STREET

Description	Length (ft)	Drop (ft)	Slope	V (fps)	Tc (min)	Vel. Factor
Grassed Waterway	152	-	1.20%	1.64	1.54	15
Grassed Waterway	309	-	0.28%	0.79	6.49	15
Grassed Waterway	463	-	0.07%	0.40	19.44	15
Sheet Flow	149	-	0.63%	0.56	4.41	7.1
Sheet Flow	237	-	0.51%	0.51	7.79	7.1
Sheet Flow	216	-	0.70%	0.59	6.06	7.1
Curb & Gutter	168	-	0.20%	1.34	2.09	30
Total Length =	1694	Total Time of Concentration =			45.73	
		Rounded Time of Concentration =			45	

TRAVEL PATH - TO I-20 FRONTAGE FROM POINT A

Description	Length (ft)	Drop (ft)	Slope	V (fps)	Tc (min)	Vel. Factor
Curb & Gutter	170	-	0.20%	1.34	2.11	30
Curb & Gutter	50	-	2.40%	4.65	0.18	30
Curb & Gutter	195	-	0.55%	2.22	1.46	30
Curb & Gutter	55	-	1.90%	4.14	0.22	30
Curb & Gutter	325	-	0.90%	2.85	1.90	30
Curb & Gutter	267	-	0.29%	1.62	2.75	30
Total Length =	1062	Total Time of Concentration =			8.63	
		Rounded Time of Concentration =			10	

TRAVEL PATH - TO POINT B BY WAY OF BASIN STREET

Description	Length (ft)	Drop (ft)	Slope	V (fps)	Tc (min)	Vel. Factor
Sheet Flow	135	-	1.14%	0.76	2.97	7.1
Sheet Flow	275	-	0.90%	0.67	6.80	7.1
Sheet Flow	360	-	0.28%	0.32	18.96	7.1
Curb & Gutter	133	-	0.75%	2.73	1.65	30
Curb & Gutter	511	-	0.83%	2.73	3.12	30
Curb & Gutter	254	-	0.21%	1.37	3.08	30
Total Length =	1668	Total Time of Concentration =			36.52	
		Rounded Time of Concentration =			35	

CITY OF MIDLAND APPROVED 12/27/2022 ENGINEERING

APPROVAL IS VALID FOR 180 DAYS FROM DATE OF APPROVAL

APPROVAL TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of the APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL pertaining to plan authority to exhibit or intimate the provisions of of the City Code, or any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of the APPROVAL based on the construction drawings and other data submitted to the Engineering Services Department shall not prevent the Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to stop construction of any or all improvements when such work is not in accordance with the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

PARKHILL SMITH & COOPER, INC. TEXAS REGISTERED ENGINEERING FIRM F-2609 ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER 3/4/15

PARKHILL SMITH & COOPER

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

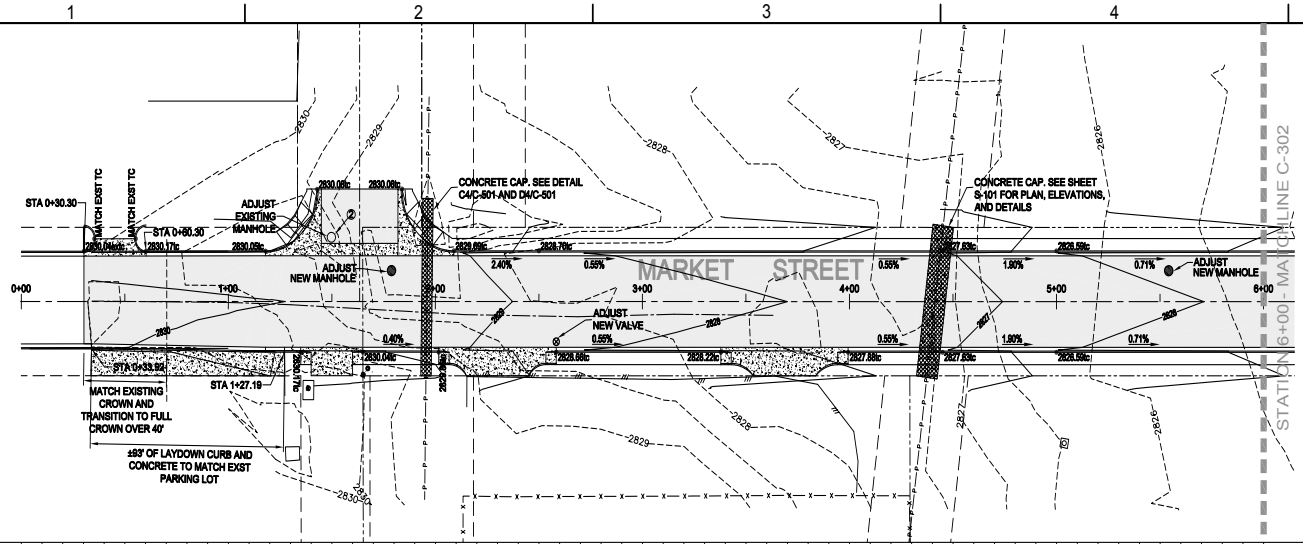
KEY PLAN

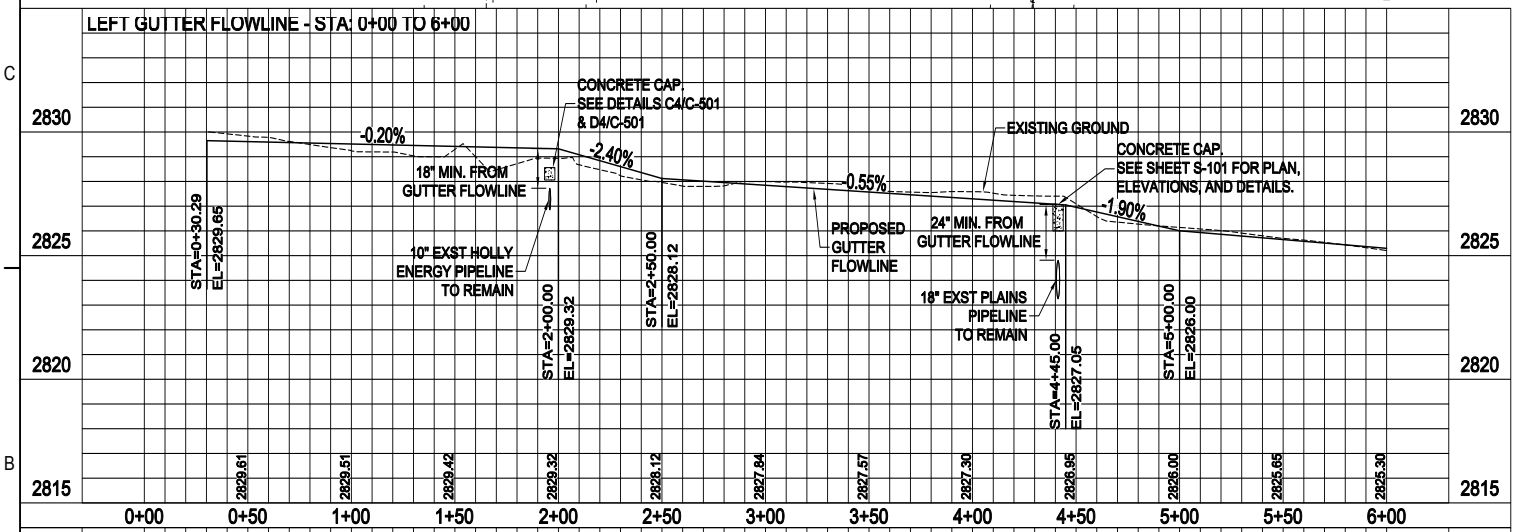
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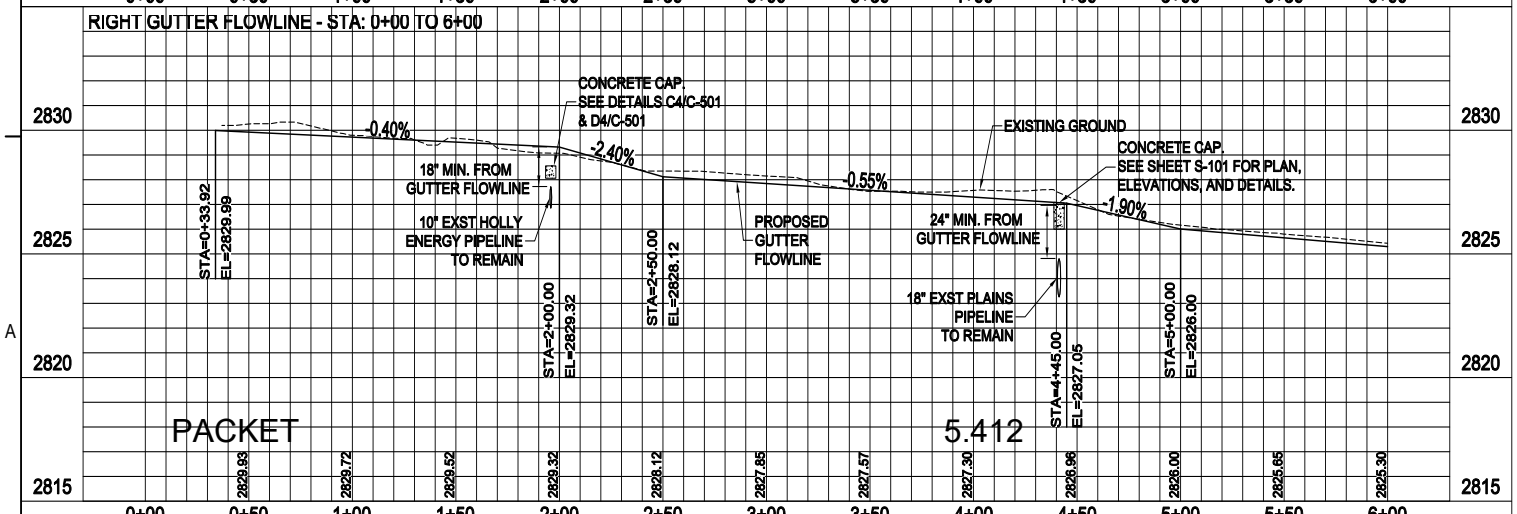
ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

DRAINAGE CALCULATIONS

C-203







PARKHILL SMITH & COOPER

ERIC L. WEST
90349
LICENSED PROFESSIONAL ENGINEER
3/4/15

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

SCALE:
H: 1" = 30'
V: 1" = 3'

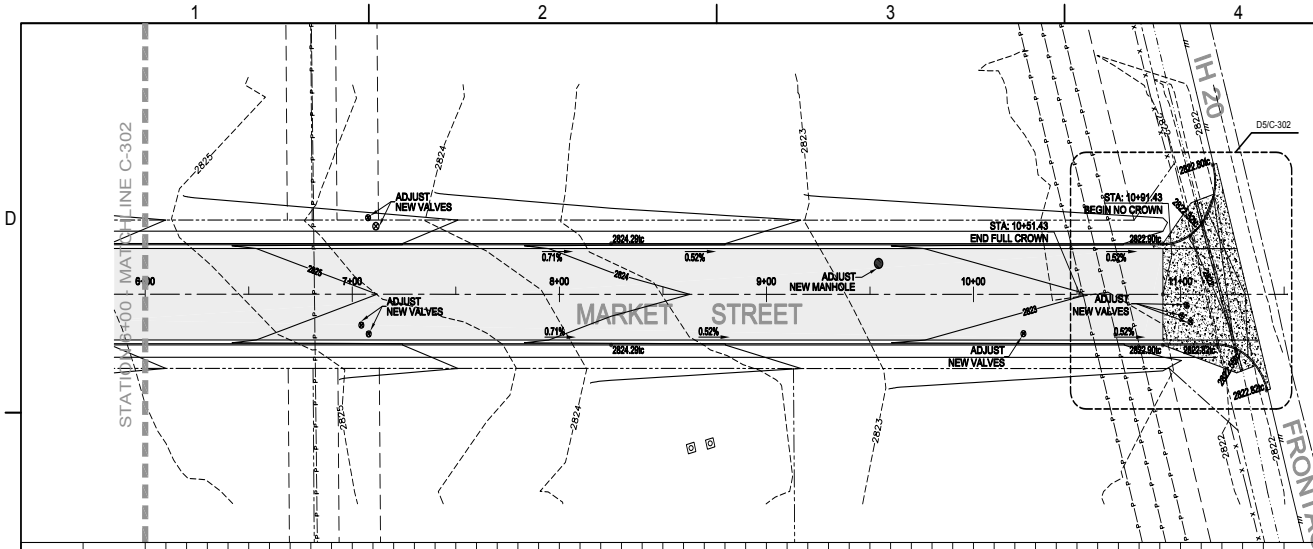
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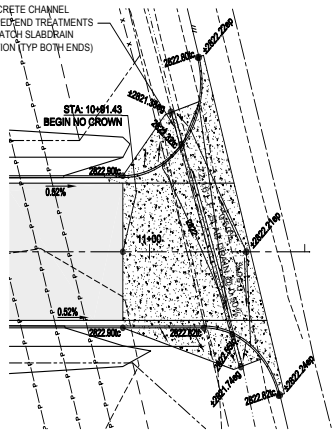
ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

PLAN AND PROFILE STA 0+00 TO 6+00

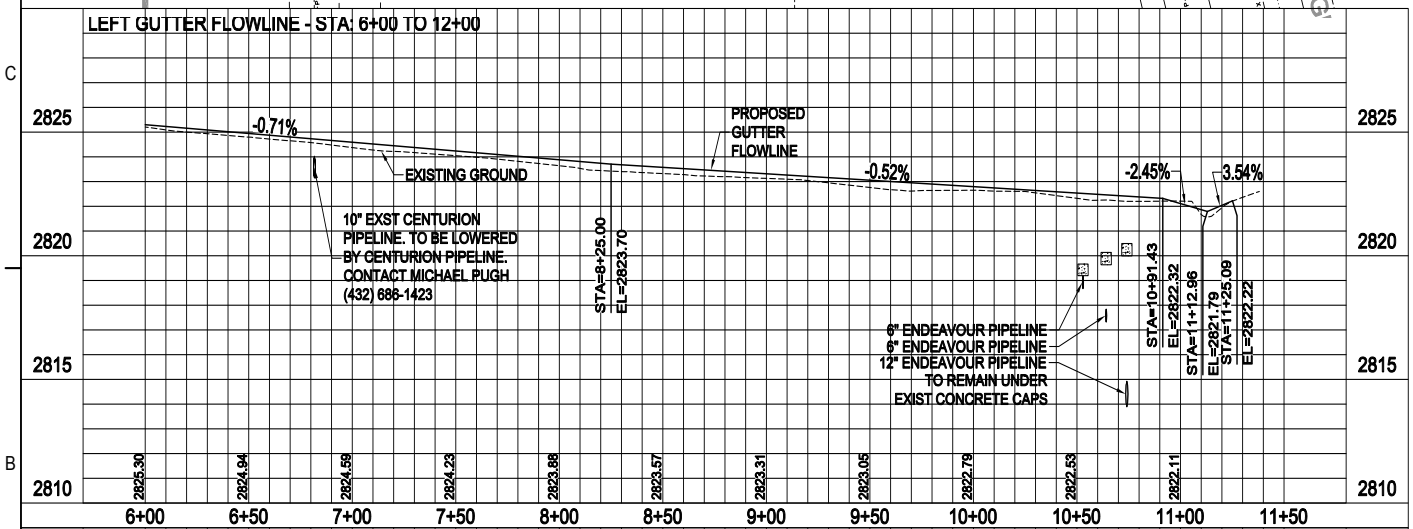
CITY OF MIDLAND APPROVED ENGINEERING 12/27/2022

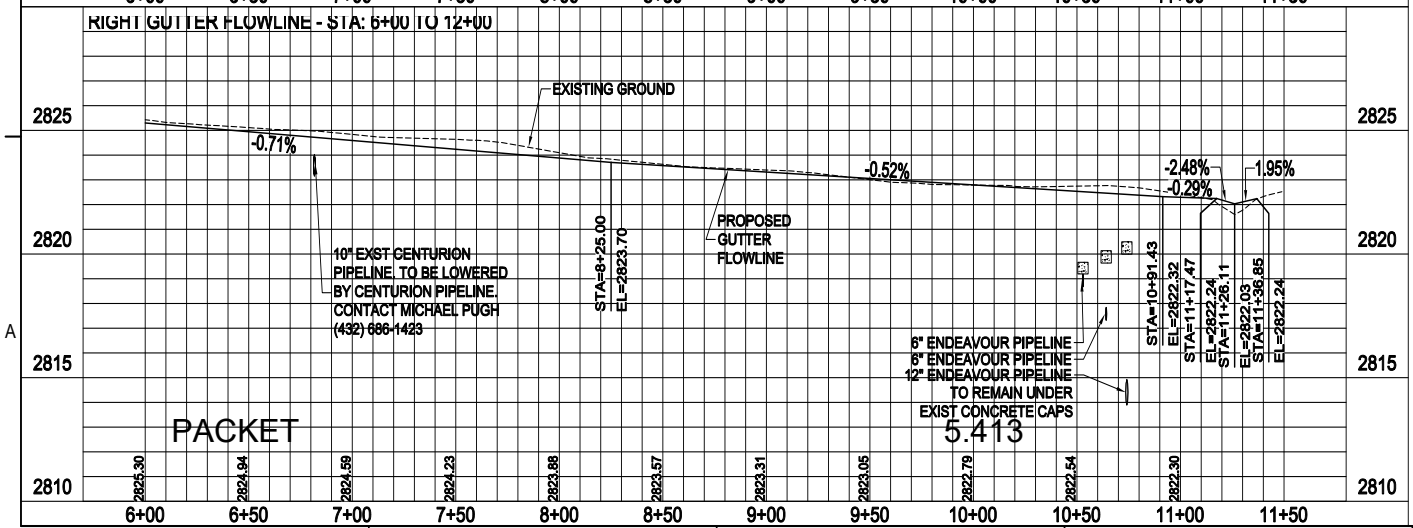
C-301





D5 SLABDRAIN AND PAVING GRADES
1" = 20'





PARKHILL SMITH & COOPER

ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER 3/4/15

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

SCALE:
H: 1" = 30'
V: 1" = 3'

NO	DATE	DESCRIPTION

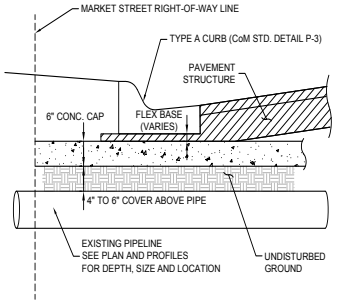
ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

PLAN AND PROFILE STA 6+00 TO END

CITY OF MIDLAND APPROVED 12/7/2022 ENGINEERING

C-302





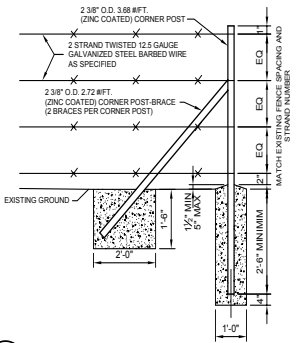
D4 CONCRETE CAP OVER PIPELINE
NO SCALE

ADDITIONAL CITY OF MIDLAND DETAILS TO BE REFERENCED

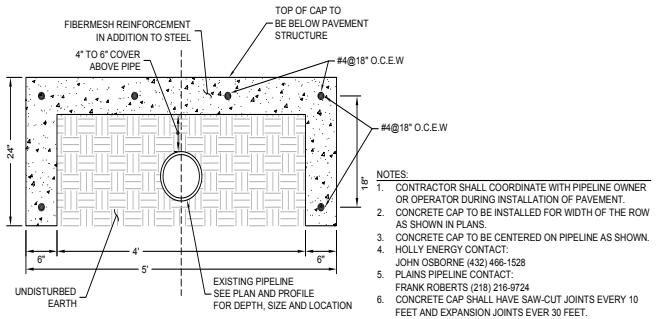
P-3 CURB & GUTTER DETAILS

P-7 VALLEY GUTTER & FILLETS

P-12 INTERSECTION PAVEMENT

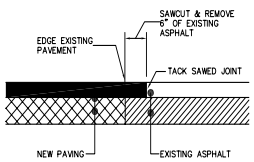


C1 BARBED WIRE CORNER POST
NO SCALE

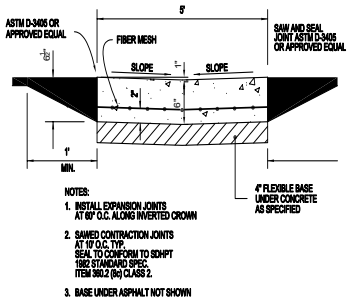


NOTES:
1. CONTRACTOR SHALL COORDINATE WITH PIPELINE OWNER OR OPERATOR DURING INSTALLATION OF PAVEMENT.
2. CONCRETE CAP TO BE INSTALLED FOR WIDTH OF THE ROW AS SHOWN IN PLANS.
3. CONCRETE CAP TO BE CENTERED ON PIPELINE AS SHOWN.
4. HOLLY ENERGY CONTACT: JOHN OSBORNE (432) 466-1528
5. PLAINS PIPELINE CONTACT: FRANK ROBERTS (218) 216-9724
6. CONCRETE CAP SHALL HAVE SAW-CUT JOINTS EVERY 10 FEET AND EXPANSION JOINTS EVER 30 FEET.

C4 CONCRETE CAP CROSS SECTION
NO SCALE

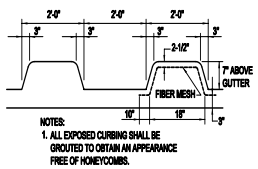


B1 NEW ASPHALT TO EXIST. ASPHALT
NO SCALE



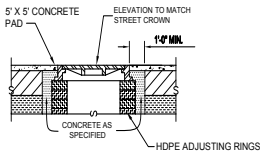
NOTES:
1. INSTALL EXPANSION JOINTS AT 60' O.C. ALONG INVERTED CROWN
2. SAWED CONTRACTION JOINTS AT 10' O.C. TYP. SEAL TO CONFORM TO SDHPT 1982 STANDARD SPEC. ITEM 360.2 (9a) CLASS 2.
3. BASE UNDER ASPHALT NOT SHOWN

B2 CONCRETE VALLEY GUTTER
NO SCALE

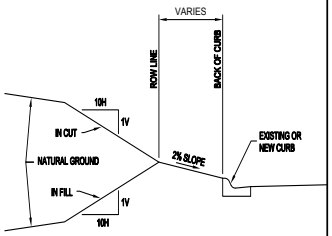


NOTES:
1. ALL EXPOSED CURBING SHALL BE GROUTED TO OBTAIN AN APPEARANCE FREE OF HONEYCOMBS.

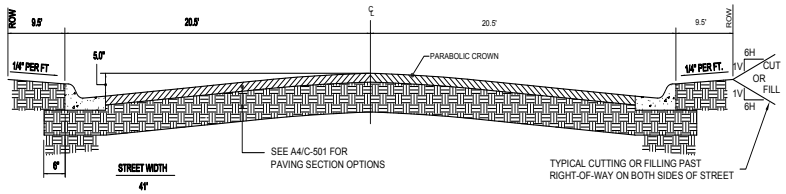
B3 SLOTTED CURB & GUTTER
NO SCALE



B4 MANHOLE ADJUSTMENT RING
NO SCALE

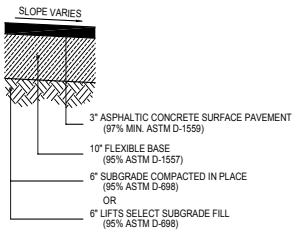


B5 TYPICAL RIGHT OF WAY GRADING
NO SCALE

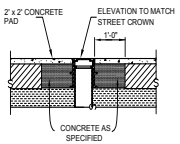


A1 TYPICAL STREET SECTION
NO SCALE

(NOT CITY OF MIDLAND STANDARD DETAIL)



A4 HOT MIX ASPHALTIC CONCRETE SECTION
NO SCALE



A5 VALVE BOX ADJUSTMENT
NO SCALE

PACKET 5.414 February 28, 2023

PSC PARKHILL SMITH & COOPER

PARKHILL SMITH & COOPER, INC. STATE OF TEXAS F-560 ERIC L. WEST 90349 LICENSED PROFESSIONAL ENGINEER 3/4/15

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

NO	DATE	DESCRIPTION

ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

PAVING DETAILS

C-501

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CITY OF MIDLAND
APPROVED
12/27/2022
ENGINEERING
APPROVAL TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland Code of Ordinances, Standard Details and Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City of Midland Code of Ordinances, of the City Standard Details or Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The approval of any construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny exceptions or use of alternate materials or equipment which do not comply with the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

1. CODES:
   ALL FABRICATION, ERECTION, AND DESIGN OF STRUCTURAL MEMBERS SHALL MEET THE MINIMUM STANDARDS OF THE FOLLOWING CODES:
   A. AMERICAN CONCRETE INSTITUTE (ACI): ACI 318-05 & OTHER APPLICABLE ACI STANDARDS
   B. AMERICAN ASSOCIATION OF STATE HIGHWAY TRANSPORTATION OFFICIALS (AASHTO), 2007
   C. CONCRETE REINFORCING STEEL INSTITUTE (CRSI)
   D. ASTM SPECIFICATIONS

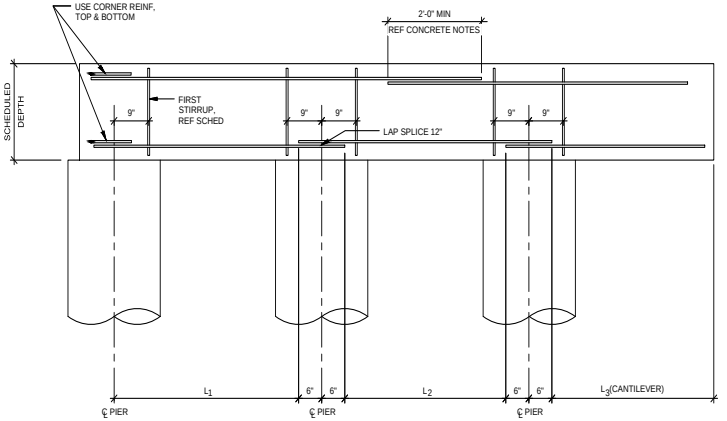
2. MATERIAL PROPERTIES
   CONCRETE 4000 PSI AT 28 DAYS
   REINFORCING GRADE 60 ASTM A-615

3. FOUNDATION
   A. DRILLED PIERS ARE DESIGNED ON AN ALLOWABLE END BEARING CAPACITY OF 15 KSF, AND AN ALLOWABLE SKIN FRICTION OF 500 PSF FROM 5'-0" TO 10'-0". DEPTH OF DRILLED PIER IS 10'-6" BELOW SURFACE ELEVATION.
   B. TERRACON CONSULTANTS SHOULD BE CONTACTED TO VIEW PIER EXCAVATIONS PRIOR TO PLACING CONCRETE TO VERIFY BEARING CAPACITY.

4. CONCRETE
   A. ALL EXTERIOR CONCRETE INCLUDING WALKS AND CURBS OUTSIDE THE BUILDING LINE SHALL BE AIR ENTRAINED.
   B. PROVIDE STANDARD BAR CHAIRS AND SPACERS FOR REINFORCING AT A MAXIMUM OF 4'-0" CENTERS FOR ALL SLABS AND BEAMS.
   C. BAR LAP SPLICES:
      a. LAP CONTINUOUS UNSCHEDULED REINFORCING BARS AS FOLLOWS: BOTTOM BARS IN MEMBERS SUPPORTED BY COLUMNS OR PIERS - 12" AT SUPPORTS ONLY; ALL OTHERS - 36 BAR DIAMETERS.
   D. THERE SHALL BE NO HORIZONTAL CONSTRUCTION JOINTS IN CONCRETE BEAM, FOOTING, OR SLAB POURS. ALL CONSTRUCTION JOINTS SHALL BE MADE AT THIRD POINTS OF SPANS WITH VERTICAL BULKHEADS. THE LOCATION OF CONSTRUCTION JOINTS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER.

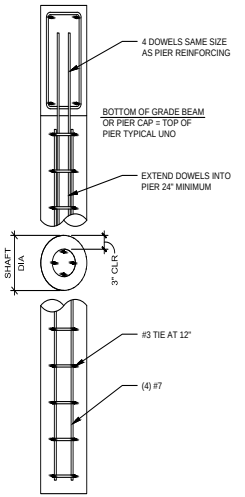
5. SLABS
   A. CURING SLABS
      a. SLABS SHALL BE WET CURED FOR 3 DAYS AFTER CONCRETE PLACEMENT. WET CURING SHALL BEGIN IMMEDIATELY AFTER FINAL FINISHING OF SLAB SURFACE AND SHALL CONSIST OF CONTINUOUS MISTING BY SPRINKLER OR WET BURLAP.
      b. NO WORK WILL BE PERMITTED ON THE SLAB DURING WET CURING.
      c. IMMEDIATELY AFTER REMOVAL OF SPRINKLER OR BURLAP, CONTRACTOR SHALL APPLY APPROVED CURING COMPOUND.

6. REINFORCEMENT AND MISC STEEL
   A. UNLESS OTHERWISE NOTED, CONCRETE COVER OVER STEEL REINFORCEMENT SHALL CONFORM TO THE MINIMUMS REQUIRED BY THE CURRENT EDITION OF ACI 318.
   B. REINFORCEMENT DETAILING AND PLACEMENT SHALL CONFORM TO ACI 318 AND ACI 315, EXCEPT WHERE OTHERWISE INDICATED.

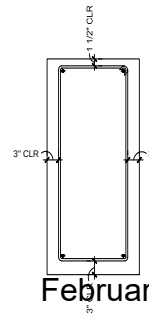


NOTE:
FOR SPLICES IN CONTINUOUS REINF, SPLICE SHALL BE CLASS B AND OCCUR AT MIDSPAN, REF CONCRETE NOTES.

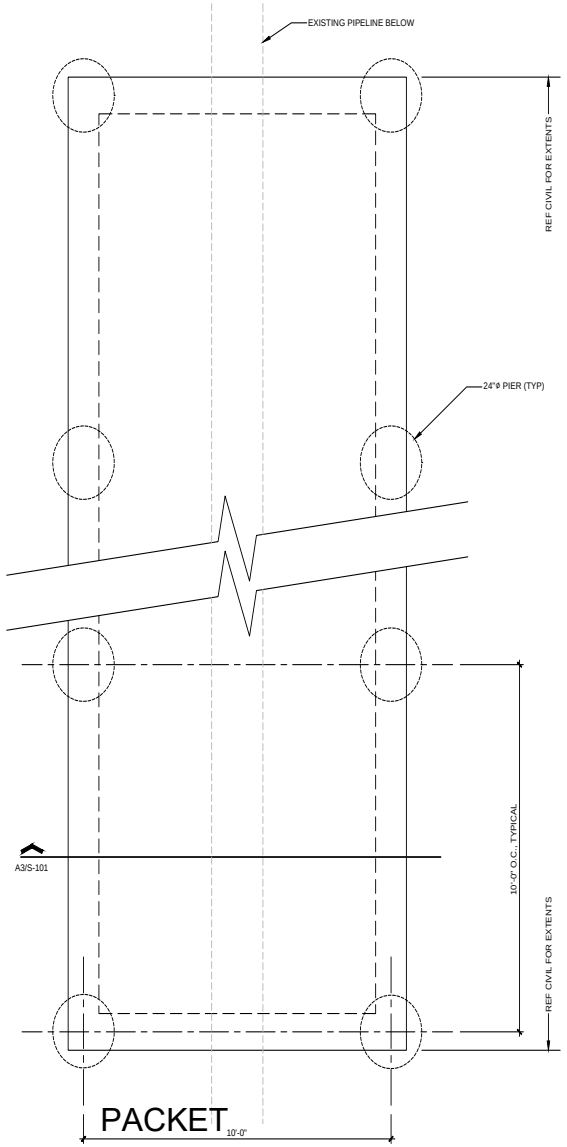
D4 TYPICAL GRADE BEAM REINFORCING
NTS



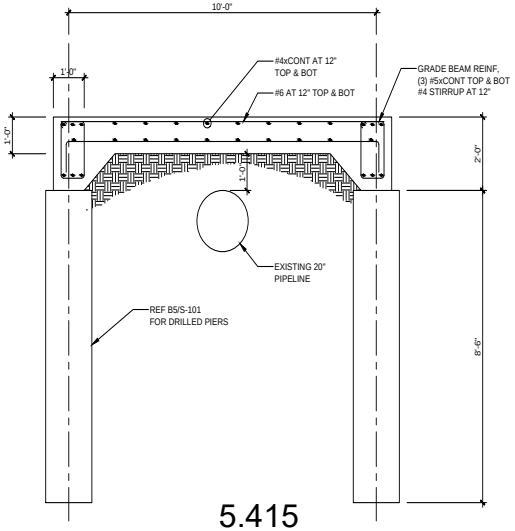
B5 TYPICAL DRILLED PIER
NTS



A5 TYPICAL GRADE BEAM COVER
NTS



A1 FOUNDATION PLAN
1/2"=1'-0"



A3 SECTION
1/2"=1'-0"

PACKET 5.415 February 28, 2023

PSC
PARKHILL SMITH & COOPER

PARKHILL, SMITH & COOPER, INC. STATE OF TEXAS F-560
MICHAEL ROLAND HOLDER
93654
03/04/2015

MARKET STREET PAVING AND DRAINAGE IMPROVEMENTS

MIDLAND, TEXAS

KEY PLAN

NO	DATE	DESCRIPTION

ISSUING OFFICE: MIDLAND, TEXAS PROJECT NO: 9714.12

FOUNDATION PLAN, ELEVATION, AND DETAILS

S-101

City Council Meeting

Item Number: 6

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **Motion authorizing the City Manager or the City Manager's designee to advertise a request for qualifications for on-call engineering services and services provided in connection therewith for the Engineering Services Department and to negotiate professional services agreements with up to eight firms for said services; provided, however, that said agreements shall not become effective until approved by the City Council (DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Motion authorizing the City Manager or the City Manager's designee to advertise a request for qualifications for on-call engineering services and services provides in connection therewith for the Engineering Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time.

Discussion:

Please consider approving a motion authorizing the City Manager or the City Manager's designee to advertise a request for qualifications for on-call engineering professional services, including but not limited to engineering and engineering-related activities for public works/capital improvement projects and may also include activities such as: survey, route study, traffic study, geotechnical investigation, geometric design, drainage design, right of way map and property appraisal, utility adjustment coordination, signal design, illumination design, construction plan assembly, resource agency coordination and other tasks as needed for the Engineering Services

Department. Please see the attached memo from Jose Ortiz, P.E., Director of Engineering Services, for additional information.

Tina Jaug

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Jose E. Ortiz, P.E., Director of Engineering Services

SUBJECT: Motion to authorize the City Manager or the City Manager's designee to advertise a request for qualifications for on-call engineering services and services provided in connection therewith for the Engineering Services Department and to negotiate professional services agreements with up to eight firms for said services; provided, however, that said agreements shall not become effective until approved by the City Council.

DATE: February 13, 2023 **COUNCIL MEETING DATE:** February 28, 2023

Please carry a resolution to council to obtain approval to advertise for a PSA for on-call engineering services. These contracts replace all current and past on-call contracts for Engineering Services. These eight contracts will be replaced with new contracts in April 2023.

The contracts provide for the issuance of contracts that do not exceed: (A) $200,000.00 per task order, and (B) $750,000.00 per year. All task orders will be for services to supplement the engineering work performed by Engineering Services' staff. The contracts will also be available for use by other Departments of the City that require engineering services.

The funding for task orders may come from a variety of sources; however, they would be appropriate to the scope of each project per the Engineering Department's judgement.

Let me know if you have any questions.

cc: Regina Stephenson
Jose Ortiz
Bobby Wojciechowski

REQUIREMENTS

FOR

STATEMENT OF QUALIFICATIONS

1.0 GENERAL INFORMATION

1.1 SCOPE OF WORK: The City of Midland invites qualified firms to submit a letter of interest and statement of qualifications for professional services to assist the City's Engineering Services Department with project development activities. These professional services deal with engineering and engineering-related activities for public works and capital improvement projects and may include activities such as: survey, route study, traffic study, geotechnical investigation, geometric design, drainage design, ROW Map and property appraisal, ROW acquisition coordination, utility adjustment coordination, signal design, illumination design, construction plan assembly, and resource agency coordination.

1.2 ISSUING OFFICE: This RFQ is issued by the City of Midland Engineering Department. Jose E. Ortiz, P.E., Director of Engineering Services**,** is the contact person for this RFQ.

1.3 PROJECTS: None at this time.

1.4 DISCLAIMER: None at this time

1.5 SERVICES REQUIRED: The specific services required of the selected firms may include, but are not limited to:

- **1.5.1** Conduct data gathering to include existing surveys, property ownership, geotechnical reports and other corresponding development/engineering reports.
- **1.5.2** Provide utility coordination services in connection with public, private, and city owned utility adjustments in preparation of construction projects.
- **1.5.3** Coordinate with various City departments and outside agencies as required.
- **1.5.4** Preparation of all plans and specifications for the design of utilities, roadways, and other corresponding facilities.
- **1.5.5** Provide engineering, design, and administrative services in connection with drainage improvement projects as defined in the City's Drainage Study and City-wide comprehensive drainage plan.
  a. Prepare construction plans for drainage improvements

b. Gather essential field data and develop a preliminary plan for review by City Staff

c. Collect feedback from City Staff and prepare a report with recommendations and implementation schedules.

- **1.5.6** Provide engineering, design, and administrative services in connection with roadway improvement projects
  - **a.** Gather essential field data and develop a preliminary plan for review by City Staff
  - **b.** Collect feedback from City Staff and prepare a report with recommendations and implementation schedule
  - **c.** Prepare roadway construction plans for infrastructure improvements
- **1.5.7** Provide traffic engineering, design, and administrative services in connection with the recommendations of the City-wide traffic infrastructure.
  - **a.** Perform an analysis of localized existing traffic system
  - **b.** Perform essential field studies and develop a preliminary report for review by City Staff
  - **c.** Collect feedback from City Staff and prepare plans with recommendation and implementation schedules.
- **1.5.8** Makes appearances and/or presentations before City Administration, City Council and Mayor on an as-needed basis
- **1.5.9** Provide real estate services in connection with right-of-way acquisition.
  - **a.** Appraisal Services – Consisting of reviewing property appraisals, preparation of appraisal reports. (However, the City reserves the right to contract directly with Appraisers independent of this contract and provide said appraisals and reports to the Right-Of-Way Consultant.)
  - **b.** Negotiation Services – Consisting of negotiating with property owners for the purchase of partial or full properties, right-of-way, easements, relocation and temporary construction easements (TCE's). Preparation of all letters and documents required including the offer letters, appraisal summary agreement for purchase, and other documents as required, including relocation. All negotiation services shall be in accordance with State of Texas statutes and other applicable requirements, including, but not limited to review and approval by the City and by the State. Note: Plats, legal descriptions and deeds may be prepared by others.
  - **c.** Selected firm(s) must be licensed and/or certified in accordance with the Texas Appraisal Licensing and Certification Act, Occupations Code, Title 7 – Practices and Professions Related to Real Property and Housing, Subtitle A – Professions Related to Real Estate, Chapter 1103 – Real Estate Appraisers amended September 1, 2005 and any future amendment.
  - **d**. Make presentations(s) to City Staff, City Council, and/or to the public as needed basis

1.6 SELECTION: The City will select up to eight (8) firms for on-call services to provide continuous services for two (2) years. The City will make its selection from those responding to this RFQ. If deemed necessary by the City, interviews with the firms deemed most qualified may be conducted. Once a selection is made of the most qualified

firms, each chosen firm will be presented to the City Council for approval. Once approved, each firm will enter in a contract in preparation of being issued a Task Order for individual work.

Once work is assigned, the selected firm will be requested to submit a scope of work and proposed fee estimate to perform the specific services. If a mutually satisfactory agreement cannot be reached with the selected firm, negotiations will be terminated with that firm and the negotiation process will be initiated with another qualified firm. This process may be repeated until a mutually satisfactory agreement is reached.

The City maintains the right to terminate the selection process at any time if the City deems it is in the best interest of the City. At such time as an agreement is reached, City staff will make a recommendation to the City Council to execute a contract pursuant to the agreement and subject to the availability of funding. The City reserves the right to accept or reject any or all proposals and to accept, in the judgment of the Mayor and City Council, what is the most advantageous proposals.

1.7 WAIVER:

- **1.7.1** WAIVER OF CLAIMS ARISING FROM THE COMPETITIVE REQUEST FOR QUALIFICATION PROCESS OF AWARD OF CONTRACT

  BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

  1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS.

  2. WAVIER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE STATEMENT OF QUALIFICATIONS OR THE CONTRACT DOCUMENTS.

  3. ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATION.

  4. AWARD OF CONTRACT.

  By submitting a Statement of Qualifications, the submitter acknowledges that he or she understands all terms of the proposal documents and consents to the competitive selection process and the possibility of a negative assessment. By submitting a Statement of Qualifications, the submitter acknowledges and agrees that there was and is no disparity of bargaining power between the submitter and the City.

  The submitter agrees that this is the intentional relinquishment of the above listed presently existing known rights.

- **1.7.2** WAIVER OF ATTORNEY FEES

  BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR ITS RESPECTIVE EMPLOYEES AND REPRESENTATIVES, FOR THE AWARD OF ATTORNEY FEES, ARISING OUT OF OR IN CONNECTION WITH THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS, WAIVER OF ANY REQUIREMENTS UNDER THIS RFP, ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATIONS, AND AWARD OF THE CONTRACT. BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER SPECIFICALLY WAIVES ANY RIGHT TO RECOVER OR BE PAID ATTORNEY'S FEES FROM THE CITY OR ANY OF THE CITY'S EMPLOYEES AND REPRESENTATIVES UNDER ANY OF THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001, ET. SEQ., AS AMENDED).

The submitter agrees that this is the intentional relinquishment of a presently existing known right.

By execution and submission of a Statement of Qualifications under this RFQ, the submitter hereby represents and warrants to the City that the submitter has read and understands the RFQ and the Statement of Qualifications is submitted in accordance with this RFQ. The submitter acknowledges that it understands all terms within the proposal documents, which include the waiver provisions, and that it had the right to consult with counsel regarding all of the above documents.

This section shall not be construed as a Waiver of Sovereign Immunity.

SOVEREIGN IMMUNITY

The City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

2.0 STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL

2.1 NUMBER OF COPIES OF THE SOQ NEEDED: The provider shall provide three (3) hard copies and one (1) electronic copy in PDF format on Flash Drive of the SOQ submittal.

2.2 OFFICALS NOT TO BENEFIT: No City employee, City Council member or elected official shall be admitted to any share or part of this contract, or to any benefit that may arise there from.

2.3 REJECTION OF SOQs: The City reserves the right to reject any and all SOQs received as a result of this Request for Qualifications or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the City. The City does not intend to pay for the information solicited or obtained through any response.

2.4 INCURRING COSTS: The City is not liable for any cost incurred by the service provider prior to issuance of a contact.

2.5 INQUIRIES: Questions regarding this RFQ must be submitted by emailing to bwojciechowski@midlandtexas.gov. Questions and answers that change or substantially clarify the Request for Qualifications will be affirmed in writing and copies will be provided to all persons receiving an RFQ. Consultants receiving the RFQ via Internet download should be certain to provide appropriate contact information utilizing the interactive form provided on the Internet site. Any inquiries relating to this RFQ must be received in writing with contact information and received no later than **5:00 PM Friday, March 17, 2023.**

Any necessary request for clarification, delineation, or explanation of a Firm's SOQ will be made in writing by the City Engineer, or other designated agent.

2.6 ADDENDA TO THE REQUEST FOR QUALIFICATIONS: In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all service providers who received the RFQ prior to the response date.

2.7 RESPONSE DATE: To be considered, SOQs must arrive at the issuing office or department no later than **2:00 pm on Friday, March 31, 2023.** Service providers mailing SOQs should allow time for normal mail delivery to ensure timely receipt of their SOQ.

2.8 TYPE OF CONTRACT: The City uses its own professional services agreement in contracting for professional services. The characteristics of that agreement include:

- **2.8.1** An indemnification provision holding the City harmless from negligence on the part of the professional, professional's employees, agents or consultants;
- **2.8.2** A requirement that the service provider comply with all Federal, State, and local requirements and is responsible for obtaining all applicable permits, licenses and reviews relating to the project;
- **2.8.3** A requirement that the service provider carry and show proof of comprehensive general liability insurance, including contractual liability and worker's compensation as required by law and the City of Midland.

2.9 ACCEPTANCE OF RFQ AND SOQ CONTENT: To be considered, service providers must submit a complete response to this Request for Qualifications. The contents of this RFQ and the SOQ of the selected service provider(s) and its sub-consultants may become contractual obligations, if a contract ensues. Each of the SOQs must have original signature by an official authorized to bind the firms to its provisions. The service provider will make no other distribution of the SOQs.

2.10 SOQ PREPARATION/FORMAT: Each SOQ should be prepared providing a straightforward, concise description of the respondent's ability to meet the requirements of the RFQ. Emphasis should be on completeness and clarity of content. Failure to follow the format guidelines included herein shall be grounds for disqualification from consideration.

Each individual statement of qualification must not exceed a maximum of 7 pages in total length. Within those 7 total pages, the City of Midland asks each of the firms to place the following information: (1.) Letter of Interest, (2.) Team's Organizational Chart (3.) Team's Introduction/Qualifications, (4.) Firm's Introduction of Project Manager and Team Leads, (5.) Project Manager's and Team Lead's project experience with municipal projects, (6.) Team's Staff Availability, and (7.) Conflict of Interest Questionnaire.

Resumes will be allowed to be placed in the back of the statement of qualifications as an appendix and will not count towards the maximum page count. Firms are reminded to assemble their statement of qualifications in the order mentioned above to assist the RFQ Review Committee in grading each of the submittals.

A single-sided printed page will count as one (1) page. Font shall be Arial and size 12. The margins shall be 1" all around on letter size paper only. The page number shall be a header or footer (0.5" top or bottom).

2.11 ORAL PRESENTATION: None anticipated at this time.

2.12 PRIME CONSULTANT RESPONSIBILITIES: The selected service provider will be required to assume the responsibility for all services offered in the Statement of Qualifications whether or not the service provider produces them. Furthermore, the City will consider the selected service provider to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2.13 FEDERAL PROJECT REQUIREMENTS: In addition to other requirements and on occasion, the consultant will be asked to work on combined Federal/State/Local funded projects. On-call consultants may be required to provide qualifications (ie. DBE team participation, EEO compliance, etc.) to perform work on these types of projects as needed. This is not mandatory that the on-call consultant possesses these types of qualifications to perform usual city funded work.

3.0 INFORMATION REQUIRED FROM SERVICE PROVIDER:

3.1 COVER CITATION: The following citation should be on the cover:

Submitted to:
Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine
Midland, TX 79702

- Statement of Qualifications for: - (2023 On-Call Engineering)
- (RFQ 23002677) -
- (March 31, 2023) -

3.2 LETTER OF INTEREST: The transmittal letter must include the following:

- **3.2.1** Brief statement of understanding of the work to be performed and a positive commitment to perform the work in a timely manner.
- **3.2.2** Name of the contact person or representative for the firm, their title, address and phone number. State whether the contact person is authorized to bind the firm. If not, provide the name of the individual who is authorized to bind the firm.

3.3 TEAM'S ORGANIZATIONAL CHART: The respondent will provide information about the Team's organization through the use of a prepared chart. Include the names of the proposed Project Manager and key personnel to be committed to the Team.

3.4 TEAM QUALIFICATIONS: The respondent will provide a brief introduction of the firm(s) combined to make up the proposed Team. Be sure to include:

- **3.4.1** The name and business address of the firm and principal who would be responsible for the work.
- **3.4.2** The contributing skill set provided by each Firm.

3.5 PROJECT MANAGER & TEAM LEADS INTRODUCTION: The respondent will provide a more in- depth introduction of the proposed Project Manager and the Team Leads. Provide a brief narrative on the Project Manager and the Team Leads to describe their education, professional licenses, years of experience and expertise.

3.6 PROJECT MANAGER & TEAM LEADS WORK EXPERIENCE: Include:

- **3.6.1** A list of municipal projects recently completed or under design by the PM and Team Leads of similar scope to recent City of Midland projects with approximate construction costs and dates completed.
- **3.6.2** A list of references complete with names and phone numbers.

- **3.6.3** Describe how the referenced projects are similar in nature with City of Midland projects in terms of planning, development and infrastructure design.

3.7 TEAM MEMBER'S AVAILABILITY: The respondent will provide a more in-depth introduction of any sub-consultants proposed to be used. Provide a list of current project load and estimated availability in percent (%).

3.8 CONFLICT OF INTEREST QUESTIONNAIRE: The respondent will provide a prepared and signed copy of a CIQ Form.

EXAMPLE
PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS

THIS AGREEMENT is made and effective the ___day of ____ 20____, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, _____ hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $200,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $750,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The Initial term of this Agreement shall be two (2) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand

and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed

as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

COMPANY shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers'

Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Agreement.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL

RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY:_____
_____
_____
_____

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements

pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of _____, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the __day of _____, 20____.

_____
Notary Public, State of Texas

TASK ORDER NO.

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:____
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this_____day of_____, 20___.

CITY OF MIDLAND, TEXAS			
"CITY"		"COMPANY"	
BY:	_____	BY:	_____
NAME:	Robert Patrick	NAME:	_____
TITLE:	City Manager	TITLE:	_____
ADDRESS:	P.O. Box 1152	ADDRESS:	_____

City Council Meeting

Item Number: 7

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF EIGHT (8) KANN REFUSE TRUCK BODIES ON INTERNATIONAL CABS AND CHASSIS FROM ROBERTS TRUCK CENTER OF TEXAS LLC DBA SUMMIT TRUCK GROUP THROUGH SOURCEWELL FOR A TOTAL COST OF $2,065,605.04 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution approving the purchase of eight (8) Kann refuse truck bodies on International cab and chassis' from Roberts Truck Center of Texas LLC dba Summit Truck Group through Sourcewell contract #060920-NVS for a cost of $2,065,605.04.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY2023 Garage Fund operating budget.

Discussion:

Staff is recommending the purchase of eight (8) Kann refuse truck bodies on International cab and chassis' from Roberts Truck Center of Texas LLC dba Summit Truck Group through Sourcewell contract #060920-NVS. We are members of the Sourcewell 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. Eight (8) refuse trucks will be replacements to the fleet. The budget for FY2023 for the eight (8) refuse trucks is $2,364,937.00. Please see the attached memo from Manuel Salinas, Garage Superintendent, for more information.

Therefore, please consider a resolution approving the purchase of eight (8) Kann refuse truck bodies on International cab and chassis' from Roberts Truck Center of Texas LLC dba Summit Truck Group of Midland, Texas through Sourcewell contract #060920-NVS for a cost of $2,065,605.04.

Tina Daugherty

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF EIGHT (8) KANN REFUSE TRUCK BODIES ON INTERNATIONAL CABS AND CHASSIS FROM ROBERTS TRUCK CENTER OF TEXAS LLC DBA SUMMIT TRUCK GROUP THROUGH SOURCEWELL FOR A TOTAL COST OF $2,065,605.04

WHEREAS, the Sourcewell is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Roberts Truck Center of Texas LLC dba Summit Truck Group has submitted a total proposed cost to the City of $2,065,605.04 for the purchase of eight (8) Kann refuse truck bodies on International cabs and chassis through Sourcewell, as shown on the proposal attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Roberts Truck Center of Texas LLC dba Summit Truck Group for said Kann refuse truck bodies on International cabs and chassis to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase eight (8) Kann refuse truck bodies on International cabs and chassis from Roberts Truck Center of Texas LLC dba Summit Truck Group through Sourcewell;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager is hereby authorized and directed to purchase eight (8) Kann refuse truck bodies on International cabs and chassis from Roberts Truck Center of Texas LLC dba Summit Truck Group through Sourcewell for a total cost of $2,065,605.04.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Roberts Truck Center of Texas LLC dba Summit Truck Group for said Kann refuse truck bodies on International cabs and chassis from funds available in the FY 2023 Garage Operating Fund budget upon receipt of proper invoices or statements approved by the City

Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Miland	Roberts Truck Center
Contact:	Eloy Salinas	Clay Nelson
Address:	300 N. Loraine St.	10101 W. I-20
City/State/Zip:	Midland, TX 79701	Midland, TX 79706
Phone:	432-685-7451	432-697-2241
Email:	msalinas@midlandtexas.gov	clay.nelson@robertstruck.com

Proposal Number	4689-01
Date	2/9/2023
Quantity of this Specification	8
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International HV607 6x4 Chassis			$ 163,773.00
Base Chassis List	$ 119,239.00		
Options List	$ 44,534.00		
Sourcewell Contract Discount		36.4%	$ (59,613.37)
Volume Incentive			$ -
Material Price Increases			$ 2,000.00
Net Sourcewell Chassis Price			$ 106,159.63
Sourcewell Partner Body			
Kann Manufacturing side loader			$ 139,788.00
			$ -
Handling Fee			$ -
Non-Sourcewell Dealer Supplied Body			
			$ -
			$ -
Handling Fee		5.00%	$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
Freight from Kann to Midland			$ 3,095.00
			$ -
Additional Floorplan			
			$ -
			$ -
Additional Fees & Taxes			
Spare Key/Tire/Wheel, Fuel, VIT			$ 2,500.00
5% 2024 Build Pricing Increase			$ 5,158.00
Three months flooring coverage			$ 1,500.00
Final Sourcewell Customer Price FOB GuttenBurg, Iowa			**$ 258,200.63**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	**$200**
A26 Incremental Parts Credit - Fleet Charge only	**$200**
Silver Package Award	**$1,200**

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

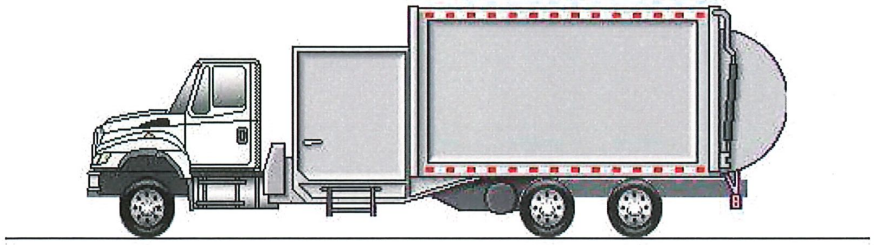
Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset. Total Price for 8 units $2,065,605.04

INTERNATIONAL® February 09, 2023

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Kann-HV 10/22

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
10101 W INTERSTATE 20
MIDLAND TX 79706 - 2638
(432)697-2241

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2024 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Side-Loader, automatic
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 19.24% / 1.59% @ 55 MPH Calc. Geared Speed: 77.4 MPH
DIMENSION:	Wheelbase: 270.00, CA: 202.90, Axle to Frame: 96.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

PACKET
7.6
February 28, 2023

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 270.00 Wheelbase, 202.90 CA, and 96.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1WGZ	WHEELBASE RANGE 264" (670cm) Through and Including 311" (790cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKG	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Under Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDS	BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity

Code	Description
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8WBW	JUMP START STUD Remote Mounted
8WJN	BATTERY BOX Aluminum, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Left Side Under Cab
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

Code	Description
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10RHG	DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESN	ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBB	AIR CLEANER Dual Element
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023

Code	Description
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty
13AAZ	AUTOMATIC NEUTRAL Allison 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged
13BCR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUK	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Side Loaders, Package Number 170
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14GVZ	AXLE, REAR, TANDEM {Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 5.29
14UMV	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 100 US Gal (379L), Mounted Right Side, Under Cab
15WDH	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Back of Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure

PACKET
7.10
February 28, 2023

Code	Description
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
26DUN	WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
7382135438	(8) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position

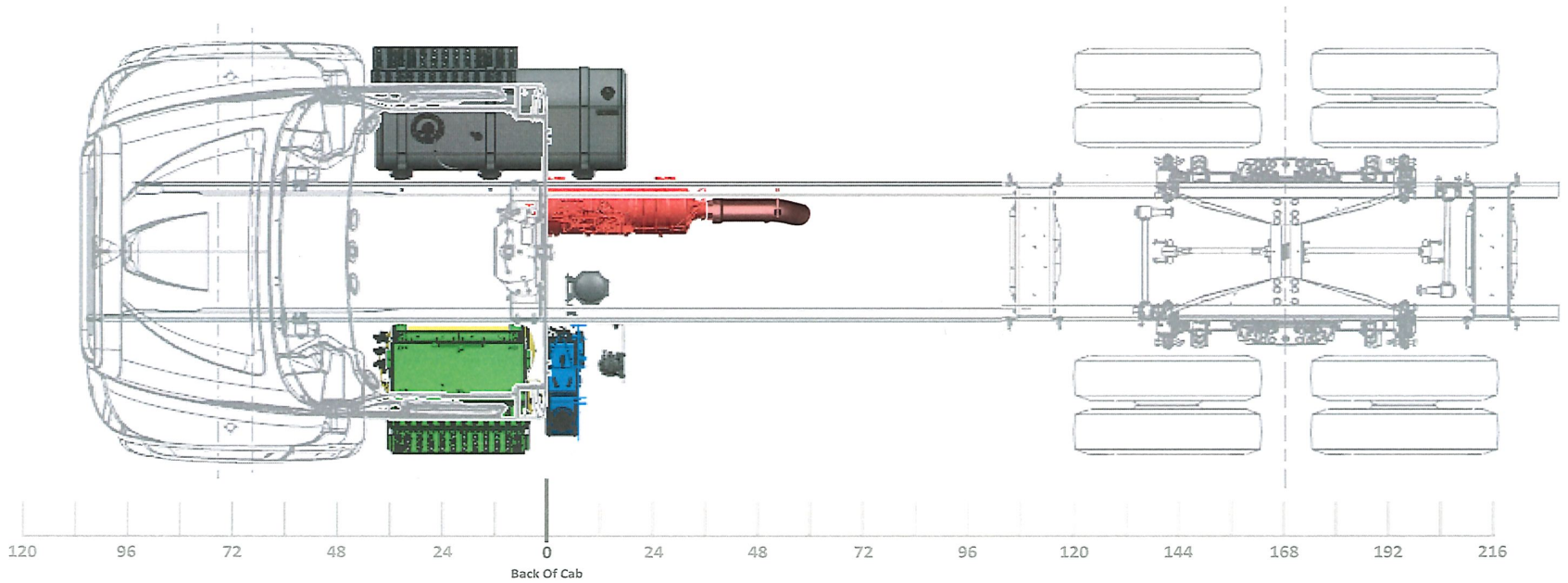
Services Section:

Code	Description
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Kann side loader

Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BME	HORIZ-HORIZ BOC
Fuel Tank:	15SGE	100 GAL 19" DEEP D
Battery Box:	08XGJ/08WJN	30" STEEL/ALUMINUM
Air Tanks:	04VKG	12" PARALLEL
DEF Tank:	15WDH	7 GAL
Engine:		B6.7, L9

General Configuration Information
TRUCK CONFIGURATION
AIR DRYER INSIDE LT (04VKC)
STD FUEL FILTER - ON ENGINE DAVCO FUEL FILTER – OUTSIDE LT 15" BOC (15LMA)

Minimum Wheelbase
6x4 54" HMX ≥ 203" – SBA ≥ 211" – SFA
6x4 55" HAS ≥ 203" – SBA ≥ 211" – SFA
4x2 VARI-RATE ≥ 163" (B6.7, LHP L9), 171" (HHP L9)– SBA ≥ 171" (B6.7, LHP L9), 179" (HHP L9)– SFA



NAVISTAR HV INTERNATIONAL LAST REVISION: 3/5/2021

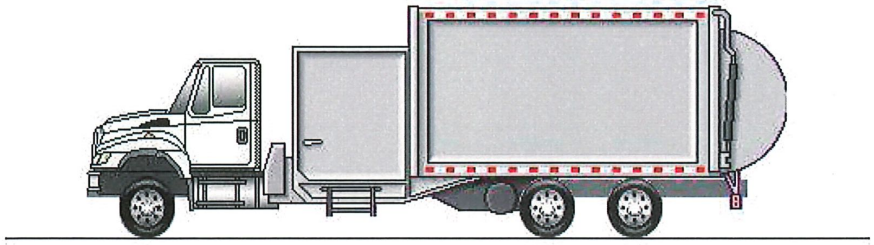
INTERNATIONAL®

February 09, 2023

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Kann-HV 10/22

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
10101 W INTERSTATE 20
MIDLAND TX 79706 - 2638
(432)697-2241

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2024 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Side-Loader, automatic
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 19.24% / 1.59% @ 55 MPH Calc. Geared Speed: 77.4 MPH
DIMENSION:	Wheelbase: 270.00, CA: 202.90, Axle to Frame: 96.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 270.00 Wheelbase, 202.90 CA, and 96.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1WGZ	WHEELBASE RANGE 264" (670cm) Through and Including 311" (790cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKG	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Under Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDS	BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity

Code	Description
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8WBW	JUMP START STUD Remote Mounted
8WJN	BATTERY BOX Aluminum, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Left Side Under Cab
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

Code	Description
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10RHG	DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESN	ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBB	AIR CLEANER Dual Element
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023

Code	Description
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty
13AAZ	AUTOMATIC NEUTRAL Allison 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged
13BCR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUK	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Side Loaders, Package Number 170
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14GVZ	AXLE, REAR, TANDEM {Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 5.29
14UMV	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 100 US Gal (379L), Mounted Right Side, Under Cab
15WDH	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Back of Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure

PACKET
7.18
February 28, 2023

Code	Description
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
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16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16WBY	ARM REST, RIGHT, DRIVER SEAT
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16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
26DUN	WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
7382135438	(8) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position

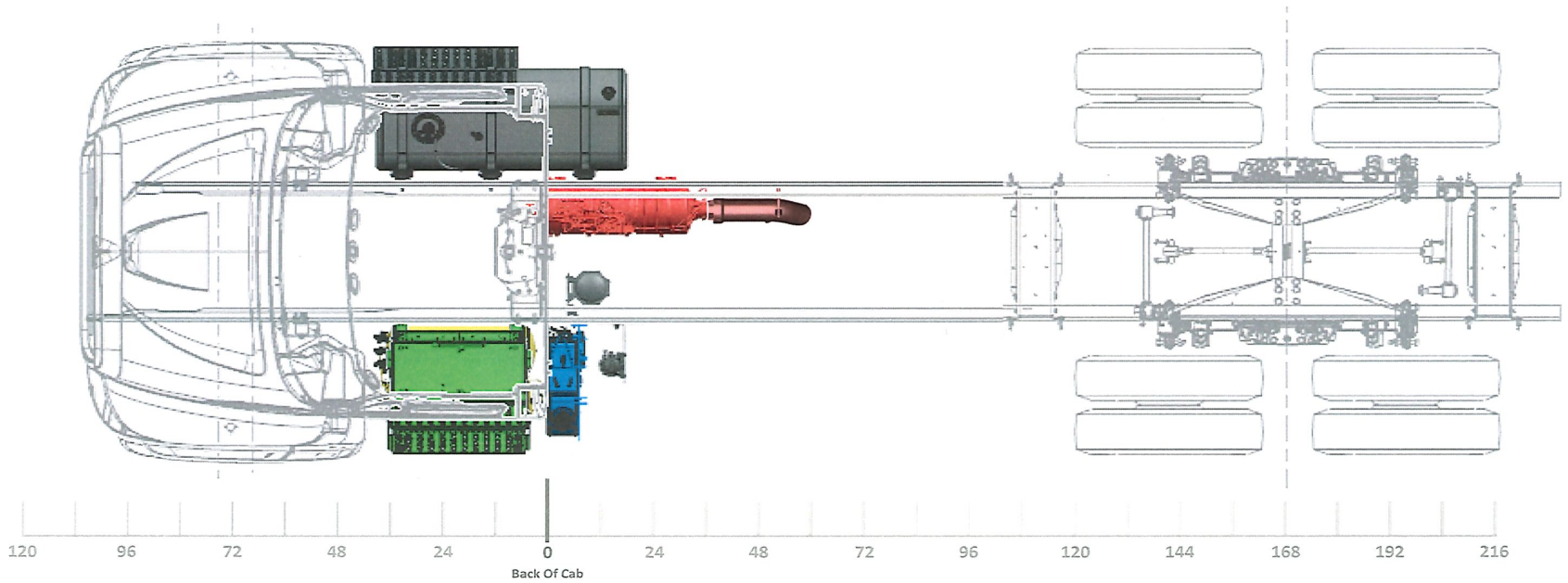
Services Section:

Code	Description
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Kann side loader

Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BME	HORIZ-HORIZ BOC
Fuel Tank:	15SGE	100 GAL 19" DEEP D
Battery Box:	08XGJ/08WJN	30" STEEL/ALUMINUM
Air Tanks:	04VKG	12" PARALLEL
DEF Tank:	15WDH	7 GAL
Engine:		B6.7, L9

General Configuration Information
TRUCK CONFIGURATION
AIR DRYER INSIDE LT (04VKC)
STD FUEL FILTER - ON ENGINE DAVCO FUEL FILTER – OUTSIDE LT 15" BOC (15LMA)

Minimum Wheelbase
6x4 54" HMX ≥ 203" – SBA ≥ 211" – SFA
6x4 55" HAS ≥ 203" – SBA ≥ 211" – SFA
4x2 VARI-RATE ≥ 163" (B6.7, LHP L9), 171" (HHP L9)– SBA ≥ 171" (B6.7, LHP L9), 179" (HHP L9)– SFA



Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Sourcewell Contract # 060920-NVS

DATE: 02/13/2023

Fleet services is requesting the purchase of (8) eight cab and chassis refuse trucks with the Kann bodies. These (8) eight new units will be replacements for units that have gone beyond their serviceable life. Budgeted amount for (8) eight cab and chassis refuse trucks with the Kann bodies for FY23 is $2,364,937. The purchasing amount for (8) eight cab and chassis refuse trucks with the Kann bodies through Sourcewell contract # 060920-NVS proposed by Roberts Truck Center is $2,065,605.04.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Miland	Roberts Truck Center
Contact:	Eloy Salinas	Clay Nelson
Address:	300 N. Loraine St.	10101 W. I-20
City/State/Zip:	Midland, TX 79701	Midland, TX 79706
Phone:	432-685-7451	432-697-2241
Email:	msalinas@midlandtexas.gov	clay.nelson@robertstruck.com

Proposal Number	4689-01
Date	2/9/2023
Quantity of this Specification	8
Single Sourcewell Transaction Total Volume	

Chassis				
New 2025 International HV607 6x4 Chassis			$	163,773.00
	Base Chassis List	$ 119,239.00		
	Options List	$ 44,534.00		
	Sourcewell Contract Discount	36.4%	$	(59,613.37)
	Volume Incentive		$	-
	Material Price Increases		$	2,000.00
	Net Sourcewell Chassis Price		$	106,159.63
Sourcewell Partner Body				
Kann Manufacturing side loader			$	139,788.00
			$	-
Handling Fee			$	-
Non-Sourcewell Dealer Supplied Body				
			$	-
			$	-
Handling Fee		5.00%	$	-
Additional Post Build Work				
			$	-
			$	-
			$	-
Handling Fee		5.00%	$	-
Service Contracts				
			$	-
			$	-
			$	-
Additional Freight				
Freight from Kann to Midland			$	3,095.00
			$	-
Additional Floorplan				
			$	-
			$	-
Additional Fees & Taxes				
Spare Key/Tire/Wheel, Fuel, VIT			$	2,500.00
5% 2024 Build Pricing Increase			$	5,158.00
Three months flooring coverage			$	1,500.00
Final Sourcewell Customer Price FOB GuttenBurg, Iowa			**$**	**258,200.63**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	**$200**
A26 Incremental Parts Credit - Fleet Charge only	**$200**
Silver Package Award	**$1,200**

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset. Total Price for 8 units $2,065,605.04

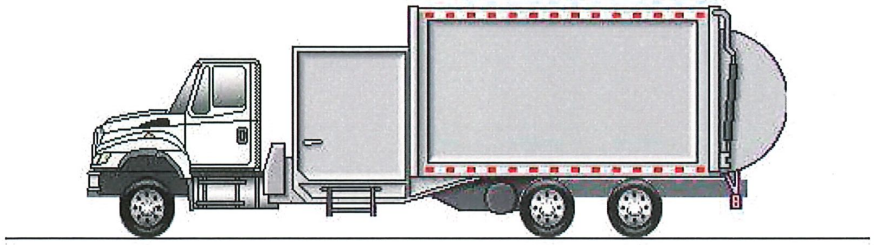
INTERNATIONAL®

February 09, 2023

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Kann-HV 10/22

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
10101 W INTERSTATE 20
MIDLAND TX 79706 - 2638
(432)697-2241

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2024 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Side-Loader, automatic
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 19.24% / 1.59% @ 55 MPH Calc. Geared Speed: 77.4 MPH
DIMENSION:	Wheelbase: 270.00, CA: 202.90, Axle to Frame: 96.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 270.00 Wheelbase, 202.90 CA, and 96.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1WGZ	WHEELBASE RANGE 264" (670cm) Through and Including 311" (790cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKG	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Under Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDS	BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity

Code	Description
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8WBW	JUMP START STUD Remote Mounted
8WJN	BATTERY BOX Aluminum, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Left Side Under Cab
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

Code	Description
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10RHG	DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESN	ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBB	AIR CLEANER Dual Element
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023

Code	Description
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty
13AAZ	AUTOMATIC NEUTRAL Allison 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged
13BCR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUK	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Side Loaders, Package Number 170
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14GVZ	AXLE, REAR, TANDEM {Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 5.29
14UMV	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 100 US Gal (379L), Mounted Right Side, Under Cab
15WDH	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Back of Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure

Code	Description
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
26DUN	WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
7382135438	(8) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position

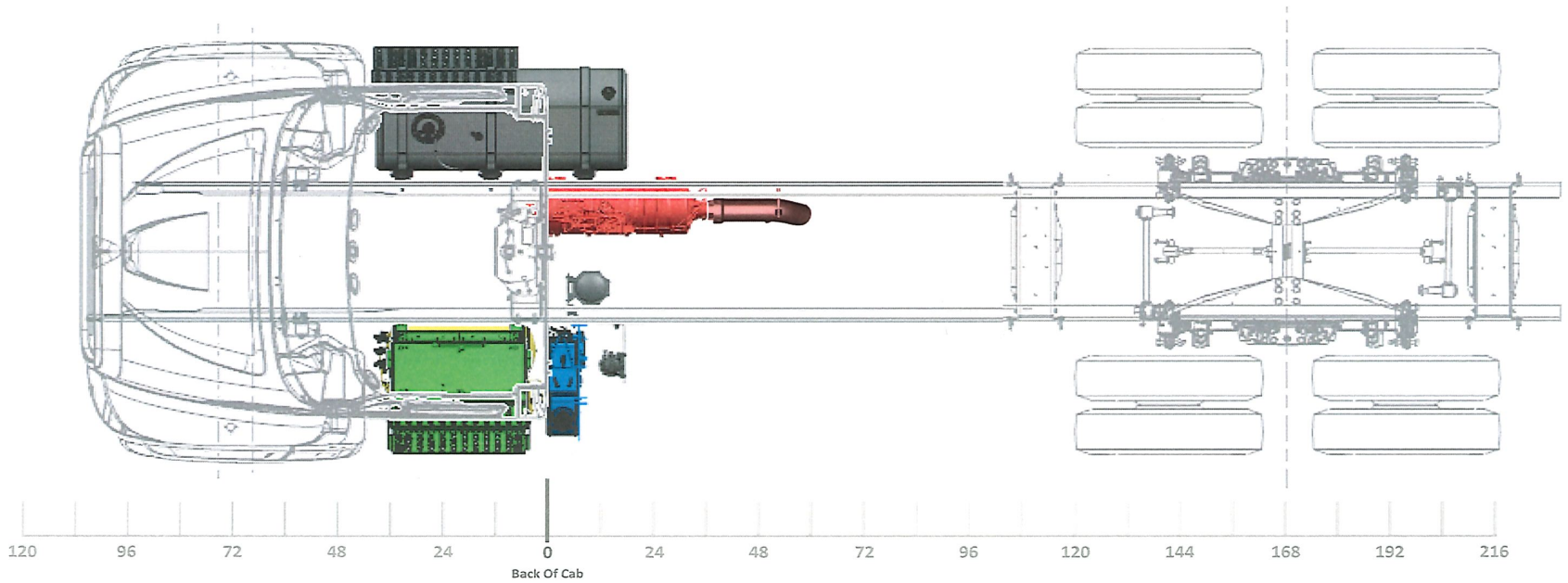
Services Section:

Code	Description
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Kann side loader

Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BME	HORIZ-HORIZ BOC
Fuel Tank:	15SGE	100 GAL 19" DEEP D
Battery Box:	08XGJ/08WJN	30" STEEL/ALUMINUM
Air Tanks:	04VKG	12" PARALLEL
DEF Tank:	15WDH	7 GAL
Engine:		B6.7, L9

General Configuration Information
TRUCK CONFIGURATION
AIR DRYER INSIDE LT (04VKC)
STD FUEL FILTER - ON ENGINE DAVCO FUEL FILTER – OUTSIDE LT 15" BOC (15LMA)

Minimum Wheelbase
6x4 54" HMX ≥ 203" – SBA ≥ 211" – SFA
6x4 55" HAS ≥ 203" – SBA ≥ 211" – SFA
4x2 VARI-RATE ≥ 163" (B6.7, LHP L9), 171" (HHP L9)– SBA ≥ 171" (B6.7, LHP L9), 179" (HHP L9)– SFA



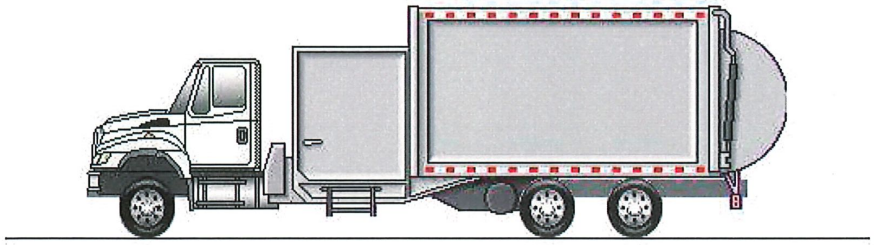
NAVISTAR HV INTERNATIONAL LAST REVISION: 3/5/2021

INTERNATIONAL® February 09, 2023

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Kann-HV 10/22

Presented By:
ROBERTS TRUCK CENTER
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10101 W INTERSTATE 20
MIDLAND TX 79706 - 2638
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Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2024 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Side-Loader, automatic
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 19.24% / 1.59% @ 55 MPH Calc. Geared Speed: 77.4 MPH
DIMENSION:	Wheelbase: 270.00, CA: 202.90, Axle to Frame: 96.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

PACKET
7.32
February 28, 2023

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 270.00 Wheelbase, 202.90 CA, and 96.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1WGZ	WHEELBASE RANGE 264" (670cm) Through and Including 311" (790cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKG	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Under Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDS	BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity

Code	Description
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8WBW	JUMP START STUD Remote Mounted
8WJN	BATTERY BOX Aluminum, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Left Side Under Cab
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

Code	Description
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10RHG	DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESN	ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBB	AIR CLEANER Dual Element
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023

Code	Description
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty
13AAZ	AUTOMATIC NEUTRAL Allison 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged
13BCR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUK	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Side Loaders, Package Number 170
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14GVZ	AXLE, REAR, TANDEM {Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 5.29
14UMV	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 100 US Gal (379L), Mounted Right Side, Under Cab
15WDH	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Back of Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure

PACKET
7.36
February 28, 2023

Code	Description
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
26DUN	WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
7382135438	(8) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position

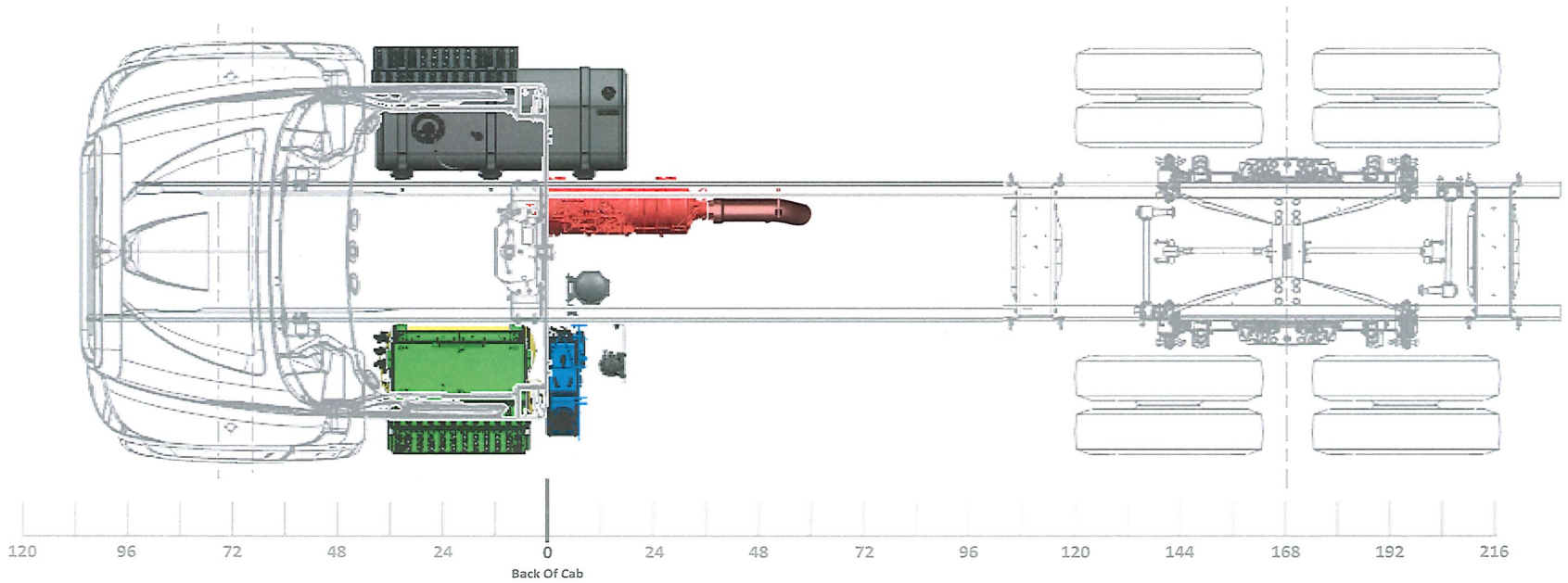
Services Section:

Code	Description
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Kann side loader

Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BME	HORIZ-HORIZ BOC
Fuel Tank:	15SGE	100 GAL 19" DEEP D
Battery Box:	08XGJ/08WJN	30" STEEL/ALUMINUM
Air Tanks:	04VKG	12" PARALLEL
DEF Tank:	15WDH	7 GAL
Engine:		B6.7, L9

General Configuration Information
TRUCK CONFIGURATION
AIR DRYER INSIDE LT (04VKC)
STD FUEL FILTER - ON ENGINE DAVCO FUEL FILTER – OUTSIDE LT 15" BOC (15LMA)

Minimum Wheelbase
6x4 54" HMX ≥ 203" – SBA ≥ 211" – SFA
6x4 55" HAS ≥ 203" – SBA ≥ 211" – SFA
4x2 VARI-RATE ≥ 163" (B6.7, LHP L9), 171" (HHP L9)– SBA ≥ 171" (B6.7, LHP L9), 179" (HHP L9)– SFA



City Council Meeting

Item Number: 8

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES LIMITED, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A RESTROOM AND CONCESSION FACILITY AT THE REYES MASHBURN NELMS TURF FIELDS FOR A TOTAL COST OF $359,248.00; AND APPROVING $35,000.00 FOR PROJECT RELATED COSTS (DISTRICT 2) (GENERAL SERVICES)

Purpose:

Resolution executing a contract with Restroom Facilities, Ltd through Buyboard contract 679-22 for the purchase and installation of a restroom and concession building at the Reyes Mashburn Nelms turf fields for the amount of $359,248.00; approving $35,000.00 for project related expenses; for a total cost of $394,248.00; and authorizing payment.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding of $394,248.00 is available in the Reyes-Mashburn-Nelms Park Improvement Project 900411-126.

Discussion:

Staff recommends the purchase and installation of a restroom and concession building at the Reyes Mashburn Nelms turf fields. This purchase is available through Buyboard contract 679-22. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please refer to the

memo from Cristina Odenborg Burns, Community Services Director, for additional information.

Therefore, please consider a resolution executing a contract with Restroom Facilities, Ltd of Marble Falls, Texas through Buyboard contract 679-22 for the purchase and installation of a restroom and concession building at the Reyes Mashburn Nelms turf fields for the amount of $359,248.00; approving $35,000.00 for project related expenses; for a total cost of $394,248.00 and; authorizing payment.

Tina Dang

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES LIMITED, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A RESTROOM AND CONCESSION FACILITY AT THE REYES MASHBURN NELMS TURF FIELDS FOR A TOTAL COST OF $359,248.00; AND APPROVING $35,000.00 FOR PROJECT RELATED COSTS

WHEREAS, Buyboard is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Restroom Facilities Limited has submitted a total proposed cost to the City of $359,248.00 for the purchase and installation of a restroom and concession facility at the Reyes Mashburn Nelms turf fields through Buyboard; and

WHEREAS, the Council finds the price proposed by Restroom Facilities Limited, through Buyboard, for the purchase and installation of said restroom and concession facility to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Restroom Facilities Limited for the purchase and installation of a restroom and concession facility at the Reyes Mashburn Nelms turf fields through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve $35,000.00 for project related costs;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Restroom Facilities Limited for the purchase and installation of a restroom and concession facility at the Reyes Mashburn Nelms turf fields, through Buyboard, for a total cost of $359,248.00. Said contract being in a form substantially similar to that of Exhibit A,

which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of $35,000.00 for project related costs is hereby approved.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Restroom Facilities Limited in accordance with the provisions of the above-referenced contract from funds available in the Reyes-Mashburn-Nelms Park Improvement Project (900411-126) upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No. 23002750

THIS CONTRACT, effective the 1 day of March, 2023, by and between the City of Midland, hereinafter referred to as "CITY", and Restroom Facilities LTD, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 359,248.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for purchase and installation of a restroom and concession building at the Reyes Mashburn Nelms turf fields. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Cristina Burns or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES**

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND**

INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding $25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third-party beneficiary or other rights hereunder.

18. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

19. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

21. **Assignment**: COMPANY shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

22. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT**.

23. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

25. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

26. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

27. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

28. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

29. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

31. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

32. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

33. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Restroom Facilities LTD, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 20____.

_____
Notary Public, State of _____

Exhibit A

Restroom Facilities Ltd
A CorWorth Company

TURNKEY QUOTATION

PROJECT NAME: **RMN TURF FIELDS RESTROOM BUILDING**
OWNER: **THE CITY OF MIDLAND, TEXAS**
DATE: **FEBRUARY 16, 2023**

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

BUYBOARD CONTRACT 679-22

RFL BASE MODEL # B312CN2	**@**	**$271,923.00**
ADD - FULL STONE EXTERIOR	**@**	**$ 35,862.00**
INSTALL	**@**	**$ 9,000.00**
TOTAL WITH BUYBOARD DISCOUNT	**@**	**$316,785.00**
FREIGHT AND CRANE	**@**	**$ 32,000.00**
PAYMENT & PERFORMANCE BONDS	**@**	**$ 10,463.00**
TOTAL BUYBOARD W/ FREIGHT AND CRANE	**@**	**$359,248.00**

Note: You must itemize your purchasing document as shown in this quote.
Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

The above building is CMU Block construction and will come with the following features:
full stone exterior (to roof - all exterior walls)
standing seam metal roof,
attached 8" thick concrete slab foundation (stained and sealed),
enclosed ceiling (following the pitch of the roof),
vitreous china fixtures (toilets, lavs, urinal),
World Slimdri hand dryers,
stainless steel mesh vents,
energy efficient LED lighting inside and outside,
energy efficient tankless on-demand water heaters,
All required ADA grab bars, tp holders, etc,

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Concession Side to also include:
PTAC A/C unit,
insulated walls (exterior walls and wall connecting to restroom side),
insulated ceiling,
stainless steel 3 compartment sink with washboards on either side,
energy efficient LED tube lights,
VC hand sink with poly screens on either side,
stainless steel counter running wall to wall on concession window side,
concession windows,
steel door shutters over concession windows,
All internal electrical and plumbing included throughout building.

HOW WE WORK

Once plans have been approved and engineer stamped, the manufacturing process begins. Typically, the manufacturing time frame is approximately 90-120 days and begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 1-3 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

The client must prepare the site in accordance with the “Scope of Work by Client” attached and coordinate any required on site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client’s scope of work.

Exclusions:

A. Sidewalks beyond building slab.
B. Site issues beyond the control of RFL.
C. Damage to existing improvements.
D. Protection of existing utilities, landscaping, and improvements.
E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
F. Excavation and backfill of trenches

CLIENT'S SCOPE OF WORK
TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

1. **SURVEY STAKES:**
   Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

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2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).

2.2. Import six inches of ¾ - road base rock, and pour for a footing and/or piers.

2.3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.

2.4. Compact one foot over in all directions (over build).

2.5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.

2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.

2.7. Provide water and inspection for RFL supplied underground sewer kit.

2.8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.

2.9. Check corner locations against plans for proper sizing.

2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)

2.11. Excavate one foot perimeter footing if required by local code to specified depth.

2.12. Verify that pad is level and flat and at correct elevation.

3. SITE ACCESS AND STORAGE:

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if powerlines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. CLIENT is responsible for rerouting or blocking of traffic to ensure safe and clear access, or if required by local or State jurisdiction, to delivery site and will be responsible for associated costs. Upon agreed delivery schedule client will be responsible for additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25’ of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

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4. UTILITIES:

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

4.1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service to valve.

4.2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for hiring of licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in plumbing chase within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.

4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.

4.4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.

4.5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

5. SPECIAL CONDITIONS AND COSTS:

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

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7. INSPECTIONS:

We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional charge of 1,500 per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

8. SITE CLEANUP AND DEBRIS REMOVAL:

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be the responsibility of the CLIENT. All rough and final grading shall be by CLIENT.

9. VERIFICATION OF PREPARED PAD:

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

STANDARD TERMS AND CONDITIONS OF SALE

1. **LINKAGE:**

These Terms and Conditions of Sale shall apply and form a part of the Company's Offer to Sell and supersede all other expressed or implied terms and be linked to our Agreement for work whether or not signed by the Purchaser.

2. **ACCEPTANCE:**

Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within ten (10) days from date of Offer. None of the Terms and Conditions contained in this quotation may be added to, modified, superseded or otherwise altered except by a written instrument signed by the President of the Company. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in any purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized. All disputes shall be governed by applicable Texas Law and all claims shall be filed and litigated in Burnet County, Texas, with the prevailing party recovering attorney's fees.

3. **PRICES:**
Initial payment is due no later than 30 days from receipt of invoice. All subsequent progress payments are due no later than 30 days from receipt of invoice. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1-1/2% (one and one/half percent) per month until paid. If an order is accepted by the Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 5% is due upon completion at the Point of Manufacture. A 1-1/2% (one and one/half percent) per month added fee shall be due for each month the shipment is delayed. Client shall approve Phase 1 plans and have color selections chosen and back to RFL no later than 15 days of receiving Phase 1 plans for review and color selection. If Phase 1 plans are not approved and / or color selections are not submitted to RFL within 15 days Client will incur a 1.5% fee of total project amount per month commencing at the 16 day mark. Fee shall continue on a monthly basis until Phase 1 approvals and / or color selections are received by RFL. If, during the performance of this contract, the price of construction materials increases, through no fault of RFL, the price of the contracted building shall be equitably adjusted by an amount reasonably necessary to cover any such price increase. Such price increases to the client shall be documented through change orders or invoices. Where the delivery of contracted buildings is delayed, through no fault of RFL, as a result of material shortage, material unavailability, or shipping regulation changes, RFL shall not be liable for any additional costs or damages associated with such delays.

4. **TERMINATION:**
Purchaser shall be responsible for costs of work performed which will include overhead and profit.

5. **TITLE AND LIEN RIGHTS:**
All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the total amount of the contract including any change orders has been fully paid.

6. **LACHES:**
Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

7. **LIMITATION OF LIABILITY:**
Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in

accordance with the terms set forth herein. The aggregate total liability of the Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price.

8. **DELIVERY:**
Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 1-1/2% (one and one/half percent) per month as a storage charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

9. **WARRANTY:**
All structural elements produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within five years from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect, minor leaks in plumbing, or improper storage. Company shall have no responsibility for improper grading of concrete or soil around the building that does not allow for proper drainage of water away from the building. Example: improper drainage of water could cause cracking of brick, cultured stone, natural stone, cmu, hardie materials, or other types of exterior finishes, as well as swelling, rot, mold, or mildew of any type of lumber that has prolonged exposure to water. Typically the final grade must be sloped away from the foundation by 1/2 inch per foot over a minimum distance of 10 feet (site plans, civil engineer, or others can and may override the above recommendation, as it is a typical recommendation and site conditions vary). Keeping the proper slope allows water to drain away from the foundation. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. Checking, warping, twisting, or splits in timbers are natural occurrences and are not the responsibility of RFL. We use high quality 304

stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

10. **CREDIT:**
(Deposit and Progress Payments)

11. **MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:**
Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion. In the event of the default of the buyer, the Company is entitled to the full amount due including reasonable attorneys fees, costs, storage, expenses of physical recovery, and interest at 1-1/2% (one and one/half percent) per month.

12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**
Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

Restroom Facilities Limited

_____ _____

John Putman, President Date

Client Name

_____ _____

Name and Title Date

1707 Colt Circle, Marble Falls, Texas 78654 • Phone: 512.222.5454 • www.restroomfacilities.com

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of $50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, or a bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for _____, hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20__ .

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

"General Decision Number: TX20220002 02/25/2022

Superseded General Decision Number: TX20210002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022

1 02/25/2022

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	
Front End Loader, 3CY or less	$ 12.28 **	
Loader/Backhoe	$ 14.18 **	
Mechanic	$ 20.14	
Milling Machine	$ 15.54	
Motor Grader, Rough	$ 16.15	
Motor Grader, Fine	$ 17.49	
Pavement Marking Machine	$ 16.42	
Reclaimer/Pulverizer	$ 12.85 **	
Roller, Asphalt	$ 10.95 **	
Roller, Other	$ 10.36 **	
Scraper	$ 10.61 **	
Spreader Box	$ 12.60 **	
Servicer	$ 13.98 **	
Steel Worker (Reinforcing)	$ 13.50 **	
TRUCK DRIVER		
Lowboy-Float	$ 14.46 **	
Single Axle	$ 12.74 **	
Single or Tandem Axle Dump	$ 11.33 **	
Tandem Axle Tractor with Semi	$ 12.49 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

THE CITY OF MIDLAND

CONTRACT

Contract No. 23002750

THIS CONTRACT, effective the 1 day of March, 2023, by and between the City of Midland, hereinafter referred to as "CITY", and Restroom Facilities LTD, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 359,248.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for purchase and installation of a modular restroom Reyes Mashburn Nelms Fields. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Cristina Burns or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR**

PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND**

ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding $25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third-party beneficiary or other rights hereunder.

18. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

19. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

21. **Assignment**: COMPANY shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

22. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT**.

23. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

25. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

26. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

27. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

28. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

29. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

31. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

32. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

33. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Restroom Facilities LTD, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 20____.

_____
Notary Public, State of _____

Restroom Facilities Ltd
A CorWorth Company

TURNKEY QUOTATION

PROJECT NAME: **RMN TURF FIELDS RESTROOM BUILDING**
OWNER: **THE CITY OF MIDLAND, TEXAS**
DATE: **FEBRUARY 16, 2023**

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

BUYBOARD CONTRACT 679-22

RFL BASE MODEL # B312CN2	**@**	**$271,923.00**
ADD - FULL STONE EXTERIOR	**@**	**$ 35,862.00**
INSTALL	**@**	**$ 9,000.00**
TOTAL WITH BUYBOARD DISCOUNT	**@**	**$316,785.00**
FREIGHT AND CRANE	**@**	**$ 32,000.00**
PAYMENT & PERFORMANCE BONDS	**@**	**$ 10,463.00**
TOTAL BUYBOARD W/ FREIGHT AND CRANE	**@**	**$359,248.00**

Note: You must itemize your purchasing document as shown in this quote.
Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

The above building is CMU Block construction and will come with the following features:
full stone exterior (to roof - all exterior walls)
standing seam metal roof,
attached 8" thick concrete slab foundation (stained and sealed),
enclosed ceiling (following the pitch of the roof),
vitreous china fixtures (toilets, lavs, urinal),
World Slimdri hand dryers,
stainless steel mesh vents,
energy efficient LED lighting inside and outside,
energy efficient tankless on-demand water heaters,
All required ADA grab bars, tp holders, etc,

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Concession Side to also include:
PTAC A/C unit,
insulated walls (exterior walls and wall connecting to restroom side),
insulated ceiling,
stainless steel 3 compartment sink with washboards on either side,
energy efficient LED tube lights,
VC hand sink with poly screens on either side,
stainless steel counter running wall to wall on concession window side,
concession windows,
steel door shutters over concession windows,
All internal electrical and plumbing included throughout building.

HOW WE WORK

Once plans have been approved and engineer stamped, the manufacturing process begins. Typically, the manufacturing time frame is approximately 90-120 days and begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 1-3 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

The client must prepare the site in accordance with the “Scope of Work by Client” attached and coordinate any required on site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client’s scope of work.

Exclusions:

A. Sidewalks beyond building slab.
B. Site issues beyond the control of RFL.
C. Damage to existing improvements.
D. Protection of existing utilities, landscaping, and improvements.
E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
F. Excavation and backfill of trenches

CLIENT'S SCOPE OF WORK
TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

1. **SURVEY STAKES:**
   Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).

2.2. Import six inches of ¾ - road base rock, and pour for a footing and/or piers.

2.3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.

2.4. Compact one foot over in all directions (over build).

2.5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.

2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.

2.7. Provide water and inspection for RFL supplied underground sewer kit.

2.8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.

2.9. Check corner locations against plans for proper sizing.

2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)

2.11. Excavate one foot perimeter footing if required by local code to specified depth.

2.12. Verify that pad is level and flat and at correct elevation.

3. SITE ACCESS AND STORAGE:

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if powerlines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. CLIENT is responsible for rerouting or blocking of traffic to ensure safe and clear access, or if required by local or State jurisdiction, to delivery site and will be responsible for associated costs. Upon agreed delivery schedule client will be responsible for additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25’ of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

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4. UTILITIES:

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

4.1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service to valve.

4.2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for hiring of licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in plumbing chase within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.

4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.

4.4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.

4.5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

5. SPECIAL CONDITIONS AND COSTS:

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional charge of 1,500 per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

8. SITE CLEANUP AND DEBRIS REMOVAL:

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be the responsibility of the CLIENT. All rough and final grading shall be by CLIENT.

9. VERIFICATION OF PREPARED PAD:

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

STANDARD TERMS AND CONDITIONS OF SALE

1. **LINKAGE:**

These Terms and Conditions of Sale shall apply and form a part of the Company's Offer to Sell and supersede all other expressed or implied terms and be linked to our Agreement for work whether or not signed by the Purchaser.

2. **ACCEPTANCE:**

Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within ten (10) days from date of Offer. None of the Terms and Conditions contained in this quotation may be added to, modified, superseded or otherwise altered except by a written instrument signed by the President of the Company. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in any purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized. All disputes shall be governed by applicable Texas Law and all claims shall be filed and litigated in Burnet County, Texas, with the prevailing party recovering attorney's fees.

3. **PRICES:**
Initial payment is due no later than 30 days from receipt of invoice. All subsequent progress payments are due no later than 30 days from receipt of invoice. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1-1/2% (one and one/half percent) per month until paid. If an order is accepted by the Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 5% is due upon completion at the Point of Manufacture. A 1-1/2% (one and one/half percent) per month added fee shall be due for each month the shipment is delayed. Client shall approve Phase 1 plans and have color selections chosen and back to RFL no later than 15 days of receiving Phase 1 plans for review and color selection. If Phase 1 plans are not approved and / or color selections are not submitted to RFL within 15 days Client will incur a 1.5% fee of total project amount per month commencing at the 16 day mark. Fee shall continue on a monthly basis until Phase 1 approvals and / or color selections are received by RFL. If, during the performance of this contract, the price of construction materials increases, through no fault of RFL, the price of the contracted building shall be equitably adjusted by an amount reasonably necessary to cover any such price increase. Such price increases to the client shall be documented through change orders or invoices. Where the delivery of contracted buildings is delayed, through no fault of RFL, as a result of material shortage, material unavailability, or shipping regulation changes, RFL shall not be liable for any additional costs or damages associated with such delays.

4. **TERMINATION:**
Purchaser shall be responsible for costs of work performed which will include overhead and profit.

5. **TITLE AND LIEN RIGHTS:**
All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the total amount of the contract including any change orders has been fully paid.

6. **LACHES:**
Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

7. **LIMITATION OF LIABILITY:**
Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in

accordance with the terms set forth herein. The aggregate total liability of the Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price.

8. **DELIVERY:**
Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 1-1/2% (one and one/half percent) per month as a storage charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

9. **WARRANTY:**
All structural elements produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within five years from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect, minor leaks in plumbing, or improper storage. Company shall have no responsibility for improper grading of concrete or soil around the building that does not allow for proper drainage of water away from the building. Example: improper drainage of water could cause cracking of brick, cultured stone, natural stone, cmu, hardie materials, or other types of exterior finishes, as well as swelling, rot, mold, or mildew of any type of lumber that has prolonged exposure to water. Typically the final grade must be sloped away from the foundation by 1/2 inch per foot over a minimum distance of 10 feet (site plans, civil engineer, or others can and may override the above recommendation, as it is a typical recommendation and site conditions vary). Keeping the proper slope allows water to drain away from the foundation. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. Checking, warping, twisting, or splits in timbers are natural occurrences and are not the responsibility of RFL. We use high quality 304

stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

10. **CREDIT:**
(Deposit and Progress Payments)

11. **MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:**
Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion. In the event of the default of the buyer, the Company is entitled to the full amount due including reasonable attorneys fees, costs, storage, expenses of physical recovery, and interest at 1-1/2% (one and one/half percent) per month.

12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**
Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

Restroom Facilities Limited

John Putman, President	Date

Client Name

Name and Title	Date

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of $50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, or a bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for _____, hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20___ .

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

"General Decision Number: TX20220002 02/25/2022

Superseded General Decision Number: TX20210002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022

1 02/25/2022

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	
Front End Loader, 3CY or less	$ 12.28 **	
Loader/Backhoe	$ 14.18 **	
Mechanic	$ 20.14	
Milling Machine	$ 15.54	
Motor Grader, Rough	$ 16.15	
Motor Grader, Fine	$ 17.49	
Pavement Marking Machine	$ 16.42	
Reclaimer/Pulverizer	$ 12.85 **	
Roller, Asphalt	$ 10.95 **	
Roller, Other	$ 10.36 **	
Scraper	$ 10.61 **	
Spreader Box	$ 12.60 **	
Servicer	$ 13.98 **	
Steel Worker (Reinforcing)	$ 13.50 **	
TRUCK DRIVER		
Lowboy-Float	$ 14.46 **	
Single Axle	$ 12.74 **	
Single or Tandem Axle Dump	$ 11.33 **	
Tandem Axle Tractor with Semi	$ 12.49 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

CITY OF MIDLAND

Community Services Department
Parks Division
Interoffice Memorandum

Date: February 16, 2023
To: Morris Williams, Deputy City Manager
From: Cristina Burns, Community Services Director
Subject: Purchase and Installation of a modular restroom/concession building at Reyes-Mashburn-Nelms Multi-Purpose Fields

The Community Services Department recommends the BuyBoard purchase of a modular restroom/concession facility to be installed at multi-purpose fields at Reyes-Mashburn-Nelms Park. This facility will be used extensively by children and adults participating in sports such as football and soccer.

City staff has worked with Restrooms Facilities Limited to design a practical and cost-effective building that will complement the proposed architectural details being developed as Reyes-Mashburn-Nelms Park is renovated. The building will be block construction with cut limestone veneer and a metal roof. The facility will meet the expanding needs at the fields since the artificial turf was installed and the usage has increased. The floorplan will include restrooms and a concession area. Staff anticipates that construction of the facility will be completed prior to play in the fall season.

BUYBOARD CONTRACT 679-22

RFL BASE MODEL #B312CN2	**@**	**$271,923.00**
ADD – FULL STONE EXTERIOR	**@**	**$ 35,862.00**
INSTALL	**@**	**$ 9,000.00**
TOTAL WITH BUYBOARD DISCOUNT	**@**	**$316,785.00**
FREIGHT AND CRANE	**@**	**$ 32,000.00**
PAYMENT AND PERFORMANCE BONDS	**@**	**$ 10,463.00**
TOTAL BUYBOARD W/ FREIGHT AND CRANE	**@**	**$359,248.00**

The completed building will be delivered to the location and set in place, then plumbing and electrical will be completed by the installation crew. The BuyBoard price includes all architectural / design, building engineering, construction of the building, inspections, freight, crane, installation, bonds and permits. Additional funds in the amount of $35,000 are requested to allow other contractors to prepare a level base for the building and bring the utilities within 5 feet of the building location. These funds are not included in the contract amount.

Staff recommends the BuyBoard purchase of the modular restroom building from Restrooms Facilities Limited in the amount of $359,248.00. With the additional funds request of $35,000, total project funding requested is $394,248.00

$394,248.00 is available in the Reyes-Mashburn-Nelms Park Improvement Project 900411-126 fund balance.

City Council Meeting

Item Number: 9

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Justine Ruff, Director

Subject: RESOLUTION CONSENTING TO THE ENCUMBRANCE OF A LEASEHOLD INTEREST HELD BY OGM AVIATION, LLC, IN CERTAIN CITY-OWNED REAL PROPERTY DESCRIBED AS A 0.322-ACRE TRACT LOCATED IN LOT B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL NECESSARY AND APPROPRIATE AGREEMENTS, AMENDMENTS, CERTIFICATES, DOCUMENTS, AND LEGAL INSTRUMENTS; AND RATIFYING CERTAIN ACTIONS PERFORMED ON BEHALF OF THE CITY OF MIDLAND, TEXAS (DISTRICT 4) (AIRPORTS)

Purpose:

Resolution authorizing a Construction Lien on City-owned property described as a 0.322-acre lease tract located in Lot 4B, Block 11, Midland International Airport Industrial Park Addition, Section 6, an addition to the City of Midland, Midland County, Texas, and leased to OGM Aviation, LLC.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

OGM LLC has a Land Lease Agreement (Lot “O”) in the new hangar development area for the construction of a private hangar. The Airport Land Lease Agreement is for a term of 40

years with CIP adjustments every 36 months. The agreement was executed in February 2021 and OGM is now ready to begin construction. OGM desires to obtain financing from Frost Bank for the costs of constructing certain improvements on the Leased Premises. In order to induce the Lender to provide the required Construction Financing, OGM LLC seeks the City's consent to encumber its leasehold interest in the Leased Premises and in the improvement to be built thereon during the Primary Lease Term (as defined in the Lease). Pursuant to Article 8, Paragraph K of the Lease, Lessee shall at no time encumber or attempt to encumber its leasehold interest in the Leased Premises by deed of trust, mortgage, security agreement or other security interest without the prior written consent of the City Council, which consent shall not be unreasonably withheld.

Tina Garza

City Manager's Office

RESOLUTION NO. _____

RESOLUTION CONSENTING TO THE ENCUMBRANCE OF A LEASEHOLD INTEREST HELD BY OGM AVIATION, LLC, IN CERTAIN CITY-OWNED REAL PROPERTY DESCRIBED AS A 0.322-ACRE TRACT LOCATED IN LOT B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL NECESSARY AND APPROPRIATE AGREEMENTS, AMENDMENTS, CERTIFICATES, DOCUMENTS, AND LEGAL INSTRUMENTS; AND RATIFYING CERTAIN ACTIONS PERFORMED ON BEHALF OF THE CITY OF MIDLAND, TEXAS

WHEREAS, the City of Midland, Texas, and OGM Aviation, LLC, a Texas limited liability company ("*Lessee*"), entered into that certain lease agreement dated February 9, 2021, as amended (the "*Lease*") regarding the lease, use, and development of certain City-owned real property described as a 0.322-acre tract located in Lot 4B, Block 11, Midland International Airport Industrial Park Addition, Section 6, an addition to the City of Midland, Midland County, Texas (the "*Leased Premises*"); and

WHEREAS, Lessee desires to obtain financing (the "*Construction Financing*") for the costs of constructing certain improvements on the Leased Premises from Frost Bank, a Texas state bank ("*Lender*"); and

WHEREAS, in order to induce Lender to provide the Construction Financing, Lessee seeks the City's consent to encumber Lessee's leasehold interest in the Leased Premises and in the improvements to be built thereon during the Primary Lease Term, as defined in the Lease; and

WHEREAS, pursuant to Article 8, paragraph K of the Lease, Lessee must obtain the consent of the City Council to encumber Lessee's leasehold interest in the Leased Premises; and

WHEREAS, the City Council has determined that it is in the best interest of the City to consent to Lessee's encumbrance of its leasehold interest in the Leased Premises, and any improvements Lessee constructs thereon, with a lien in favor of Lender securing repayment

of the Construction Financing;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Council hereby consents to Lessee's encumbrance of its leasehold interest in the Leased Premises, and in the improvements to be constructed on the Leased Premises, in favor of Lender for the purpose of securing the Construction Financing.

SECTION TWO. That the City Manager, the City Attorney, and the Director of Airports are hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, Texas, any and all related agreements, amendments, certificates, documents, and legal instruments necessary and appropriate to carry out the intent of this Resolution.

SECTION THREE. That all actions and items previously performed, or caused to be performed, in the name and on behalf of the City of Midland, Texas, prior to the passage of this Resolution in connection with the Construction Financing and matters consistent with the intent of this Resolution are hereby ratified and approved.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND INTERNATIONAL AIRPORT

LEASE AGREEMENT FOR AIRPORT HANGAR FACILITY

STATE OF TEXAS

COUNTY OF MIDLAND

THIS LEASE AGREEMENT made and effective this 9 day of February 2021, (the "Commencement Date") by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, (hereinafter referred to as City), and OGM Aviation, LLC, a Texas limited liability company, organized and existing under and by virtue of the laws of the State of Texas (hereinafter referred to as Lessee);

WITNESSETH:

WHEREAS, the City owns and operates the Midland International Airport, located in the City of Midland, Texas, hereinafter referred to as "Airport"; and

WHEREAS, Lessee desires to lease, use, develop, and/or operate on certain Airport land and/or improvements and/or engage in certain Aeronautical Activities ("Activity" or "Activities") at the Airport; and

WHEREAS, City desires to lease to Lessee and allow the use, development, construction and/or operation on certain Airport land and/or improvements and/or grant the privilege of engaging in certain Aeronautical Activities at the Airport to Lessee, in accordance with the terms herein and to grant access to Lessee to the Leased Premises, as such term is defined below.

NOW, THEREFORE, for and in consideration of the covenants and conditions herein stated, City and Lessee agree as follows:

ARTICLE 1.
DEFINITIONS

Definitions of the terms and phrases used in this Agreement are provided in Exhibit A.

ARTICLE 2.
GRANT OF LEASE

A. **Leased Premises:** City agrees to lease to Lessee certain City-owned land located at Midland International Airport, and being more particularly described on Exhibit B, attached hereto and incorporated herein by reference; said land hereinafter being referred to collectively as the "Leased Premises."

B. **Easements:** This Agreement shall be subject to such easements, rights-of-way, drill sites, or other rights or reservations affecting the Leased Premises which are of record or are clearly visible as of the date of this Agreement, or which are shown on Exhibit B.

C. **Acceptance of Leased Premises:** Lessee accepts the Leased Premises, improvements, including all fixtures, apparatus and equipment located therein and BY EXECUTING THIS AGREEMENT THE LESSEE AGREES AND ACKNOWLEDGES THE LESSEE IS LEASING THE LEASED PREMISES **"AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED BEING MADE BY THE CITY THAT THE LEASED PREMISES ARE FIT FOR A PARTICULAR PURPOSE.** LESSEE ACKNOWLEDGES THAT LESSEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY THE CITY WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES BUT IS RELYING UPON LESSEE'S EXAMINATION OF THE SITE. LESSEE ALSO RECOGNIZES BY EXECUTING THE LEASE, THAT THE LESSEE IS AGREEING TO LEASE THE LEASED PREMISES "AS IS" THAT LESSEE AGREES TO MAKE LESSEE'S OWN APPRAISAL OF THE LEASED PREMISES AND TO ACCEPT THE RISK THAT LESSEE MAY BE WRONG. THE CITY GIVES NO ASSURANCES, EXPRESS OR IMPLIED CONCERNING THE VALUE OR CONDITION OF THE LEASED PREMISES LEASED. IN NO EVENT SHALL A LESSEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. THEREFORE, THE LESSEE WILL TAKE THE LEASED PREMISES UNDER THE EXPRESS UNDERSTANDING THE LEASED PREMISES ARE ACCEPTED "AS IS" AND WITH ALL FAULTS.

D. **Design Guide and Standards (Exhibit D)** Any and all improvements made upon the Leased Premises must be in accordance with the Design Guide and Standards for Private Hangars (Exhibit D) attached and made a part of this agreement.

ARTICLE 3.
TEMPORARY CONSTRUCTION EASEMENT

A. City shall grant a temporary construction easement ("Easement") to Lessee for construction of the improvements. The Easement shall encompass only as much City property as is reasonably necessary to accomplish construction of improvements, with rights of ingress and egress for the construction. Said Easement shall automatically terminate upon completion of Lessee's construction of the improvements on the Leased Premises.

B. In connection with any entry or work conducted by Lessee on the Leased Premises or on other Airport property, Lessee shall indemnify and hold City harmless from any loss or damage, including costs, expenses and reasonable attorney's fees resulting from such entry or work.

ARTICLE 4.
USE OF LEASED PREMISES

A. **All uses allowed for a Privately Owned Non-Commercial Hangar Facility, as provided by the Minimum Standards (Article VIII):** Article VIII, Section 8.01 of the Airport Minimum Standards entitled 'Privately Owned Non-Commercial Hangar And Aviation Fuel Dispensing Facilities' (referred to hereafter as "Airport Minimum Standards"), a complete copy of which has been provided to Lessee is incorporated herein by reference. Such standards may be duly amended from time to time by the Midland City Council in their sole discretion. City agrees to provide Lessee with written notice not later than thirty (30) days prior to adoption of substantive changes to the Airport Minimum Standards which would apply to Lessee's operations. The determination of what is substantive is in the sole discretion of the Midland City Council. Any such changes shall apply to Lessee or the Leased Premises no sooner than sixty (60) days after written notice of final adoption of such change by the Midland City Council has been delivered to Lessee.

B. Lessee agrees not to engage in any other activity on the Leased Premises other than those Activities specifically permitted under this Agreement, and agrees not to use, develop, or occupy the Leased Premises in any manner contrary to the Airport Minimum Standards for any purpose other than that specified in this Agreement, without the prior express written consent of City.

C. **Prohibited Products, Services, and/or Uses: The following products, services, and/or uses are prohibited on the Leased Premises:**

    a. Commercial or retail products and/or services
    b. Any products, services, and/or uses prohibited by law

D. **Sponsor Grant Assurances:** In accordance with the Sponsor Grant Assurances given to the Federal and/or State government as a condition to receiving Federal and/or State funds, the granting of rights and/or privileges to engage in activities shall not be construed in any manner as affording Lessee any exclusive rights, other than the exclusive use of the Leased Premises and any land and/or improvements that may be leased to Lessee and then only to the extent provided in this Agreement. Accordingly, City reserves the right to grant to others the privilege to engage in or conduct a similar activity on other areas of the Airport property not encompassed by the Leased Premises.

E. **Use of Airport:** Lessee may use, in common with others, the existing and future aeronautical and/or public facilities at the Airport (the "Public Facilities"), subject to and in full compliance with all applicable rules and regulations. The Public Facilities shall mean the landing areas, any extensions and additions to the landing areas,

roadways, aprons, and any air navigation facilities or other conveniences for the flying, landing, and taking-off of aircraft. Lessee shall be solely liable for and shall reimburse City for all costs incurred by City for the repair of any damage caused by Lessee to the Public Facilities, excluding ordinary wear and tear.

F. **Access to Airport:** City shall maintain all roads on the Airport giving access to the Leased Premises in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Leased Premises over said roads at all times; provided, however, City shall not be in default of this Agreement if access is temporarily interrupted for a period of time which is not unreasonable under the circumstances.

G. **Right to Use Airport:** Lessee and Lessee's employees, and guests shall have the right to use that part of the Airport and its facilities not included within the Leased Premises in common with others authorized to do so. Such use shall be subject to any and all applicable federal, state or local laws, ordinances, statutes, rules, regulations, or orders of any governmental authority, lawfully exercising jurisdiction over the Airport or the activities of Lessee, including any limitations, restrictions or prohibitions affecting the aviation activities or operations of Lessee.

H. **Vehicular Operations on the Airfield:** No vehicles of Lessee, its employees, guests or invitees will be allowed to operate on, or cross, the Runway and Taxiway movement areas and their respective safety areas of the Airport. When necessary, Airport Operations Control Center personnel will provide Lessee escorted access to and from the airfield area.

I. **Airport Certification Rules and Regulations:** Lessee shall comply with such rules that pertain to its operation on the Airport under the Airport Certifications Rules of Federal Aviation Regulations Part 139, as amended [14 CFR Part 139], as amended.

J. **Airport Security Rules and Regulations:** Lessee, its employees, guests and contractors shall comply with all federal and local Airport security regulations adopted by the City or the Department of Airports as such rules and regulations exist or may hereafter be amended. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS AND EMPLOYEES, from any charges, fines or penalties that may be assessed or levied by the FAA and/or TSA by reason of the NEGLIGENT OR INTENTIONAL FAILURE OF LESSEE, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR CONTRACTORS to comply with such Airport security regulations.

K. **14 C.F.R. Part 77 Requirements:** Lessee agrees to comply with the notification and review requirements set forth in Part 77 of the Federal Aviation Regulations [14 CFR Part 77] in the event any future structure, antenna or building is planned for the Leased Premises, or in the event of any planned modification of any present or future building, antenna or structure located on the Lease Premises.

L. **Control of Structures:** Lessee shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Leased Premises which highest point is above a mean sea level elevation established by the FAA and City as a height limitation on such structures or objects. City reserves the right to enter upon the Leased Premises and to remove the offending structure or object or cut the offending tree, at Lessee's expense.

M. **Aerial Approaches:** City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on or adjacent to the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

N. **Right of Over-flight:** There is hereby reserved to the City, for the use and benefit of the public, a right of flight for the passage of aircraft above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from or operating on the Airport.

O. **Ingress and Egress:** Lessee, its employees, guests, and invitees shall have the right of ingress and egress to and from the Leased Premises. If the rights granted by this provision adversely affect Airport operations, City shall have the right, upon prior notice to Lessee, to restrict and/or limit hours in which such rights may be exercised, provided such restrictions do not unreasonably affect Tenant's ability to access and use the Leased Premises.

P. **Compliance with Airport Minimum Standards:** All activities conducted upon the Leased Premises, shall be in conformance with the City's Airport Minimum Standards, as such standards currently exist or as duly amended from time to time by the City Council, in their sole discretion. City agrees to provide Lessee with written notice not later than thirty (30) days prior to adoption of substantive changes to the Airport Minimum Standards which would apply to Lessee's operations. The decision to amend the Airport Minimum Standards shall be in the sole discretion of the Midland City Council. City agrees to provide Lessee with written notice not later than thirty (30) days prior to adoption of substantive changes to the Airport Minimum Standards which would apply to Lessee's operations. The determination of what is substantive is in the sole discretion of the Midland City Council. Any such changes shall apply to Lessee or the Leased Premises no sooner than sixty (60) days after written notice of final adoption of such change by the Midland City Council has been delivered to Lessee.

ARTICLE 5.
TERM

Term: The primary term of this Agreement shall commence on the date hereof (the "Commencement Date"), with rent payments commencing on the 1st day of the month following the earlier of (i) 250 days from the "Delivery Date" (defined below) or (ii) the issuance of a Certificate of Occupancy for the aircraft hangar to be constructed on the Leased Premises (the "Rent Commencement Date"), and shall expire on the fortieth (40th) anniversary date of the Rent Commencement Date, unless terminated at an earlier time as permitted by the terms of this Agreement (the "Primary Lease Term"). The pro rata Rent attributable to any partial month of occupancy by Tenant under (ii) above shall be paid with and in addition to the first rent payment. One Hundred Eighty Days prior to the end of the Primary Lease Term, Lessee may by written notice request that the City begin negotiations to extend the term of this Agreement. If Lessee is not then in default of this Lease, City shall promptly begin negotiations to extend the term. Prior to the Rent Commencement Date, Lessee shall have possession of the Leased Premises for the exclusive purpose of construction of the hangar improvements pursuant to the terms contained hereinafter. The "Delivery Date" refers to the date Lessee receives written notice from City that City has fulfilled City's obligation to install (at its cost) all electric, water and sewer services to the boundary of the Leased Premises.

ARTICLE 6.
RENT

A. As rent for the Leased Premises, Lessee shall pay in lawful money of the United States of America the following amounts to City. Rent payments shall begin on the Rent Commencement Date as more fully described in Article 5.

(1) During the Lease Term, and subject to the provisions of paragraph B below, Lessee agrees to pay to City annual rent for the Leased Premises as follows: Forty-Five Cents ($0.45) per square foot ($6,507.86 per year), payable monthly ($542.32 per month), and due on the first day of each month. For purposes of calculating the amount of rent due under this Agreement, the amount of square footage for ground and facilities being rented is agreed by the parties to be 14,461.92 square feet.

(2) Payments of rents shall be made to City monthly (in installments equal to 1/12 of the annual rent) in advance on the first (1st) day of each month without notice or demand. At its option, Lessee may pay the total annual rent due in advance on or before the anniversary of the Rent Commencement Date. Payment shall be absolutely net to City and shall be made without any abatement, deductions, reductions, set offs, or counterclaims of any kind. The rent for any partial month will be prorated.

(3) A late charge of .5% per month shall be automatically added to any installment of rent not received by City by the close of business of the 15th day of the month in which it is due. The late charge shall become part of the rent due and owing to City. Additional late charges of .5% shall be imposed for each thirty (30) day period any payment remains due and owing. Such charges shall also become part of the rent which is due and owing to City. If these charges ever exceed any legally authorized maximum rate, then the charges shall automatically be reduced to the maximum legal rate.

B. **Rental Adjustments:** It is agreed and understood that provision must be made herein for an adjustment of the rental rate every three years. Therefore, effective on the third (3rd) anniversary of the Rent Commencement Date, the monthly rent shall be increased only in the same proportion or percentage by which the cost of living has been increased as reflected by the Consumer Price Index for All Items, as maintained by the United States Government's Department of Labor, Bureau of Labor Statistics for the Dallas/Fort Worth SMA; such increase being measured by comparison with such cost-of-living indices at the end of the immediately preceding 36-month period of this lease, as compared with the indices at the commencement of the immediately preceding 36-month period of this lease; provided however, if such calculation results in a rental rate increase in excess of nine percent (9%) for the applicable time period, the rental adjustment shall be capped for such period at nine percent (9%). In no event shall the annual rent be less than $0.45 per square foot ($6,507.86). Any additional rent for applicable period shall be due within ten (10) days of Lessee's receipt from City of the calculation of the rental adjustment.

C. All payments shall be made to City of Midland and sent to the attention of the Director of Airports, at City's address stated in Article 40. The failure to make any payment when due may result in a termination of the Agreement as provided in Article 13.

ARTICLE 7.
FEES

Lessee will pay any and all applicable fees as established by the City of Midland. Lessee will obtain, at their sole cost, all building permits required by the City.

ARTICLE 8.
IMPROVEMENTS AND ALTERATIONS

A. Within two hundred fifty days (250) days after the Commencement Date of this Agreement, Lessee shall commence construction of the Improvements in conformance with the Airport Minimum Standards and the Design Guide and Standards For Private Hangar as shown on Exhibit "D" attached hereto and incorporated herein for all purposes, at its own cost and expense, subject to events of force majeure or a delay caused by the City.

B. Within forty-five (45) days after the Commencement Date of this Agreement, Lessee shall submit to the Director of Airports and Building Official for City's approval the site plans and specifications ("Site Plans") (Exhibit "C") for the proposed Improvements. Such submission shall include, at a minimum, a site plan showing the location of the Improvements and Off-site Improvements in relation to the boundaries of Leased Premises, elevated views, architectural renderings, landscaping plans, and complete detailed construction plans, specifications, and related details and schedules.

C. The size, scale, quality, and quantity of the Final Plans shall be in accordance with City ordinances. The Final Plans shall be consistent with any Preliminary Plans and shall provide for construction and/or alterations which are first class, safe, fire resistant, and architecturally compatible with the character of the Airport.

D. The proposed Final Plans shall be accompanied by a certified statement by Lessee's architects and engineers indicating the expected life, use and estimated costs of the Improvements, and certifying that the Final Plans are in compliance with all applicable laws, ordinances, regulations, and codes of the City. Such statement shall be re-certified upon City's approval of the proposed Final Plans.

E. Once the Final Plans have been approved by City and re-certified, Lessee shall, at its own cost and expense, construct the Improvements in accordance with the Final Plans and requirements of this Agreement. Lessee shall be entitled to receive a certificate of occupancy when all Improvements are completed in accordance with City ordinances and regulations.

F. **Contractor's Insurance Bonds:** At any time construction activities are undertaken on the Leased Premises, Lessee shall require that its contractor or contractors keep in force insurance issued by a responsible insurance company or companies authorized to conduct business in the State of Texas insuring the improvements during construction under Completed Builder's All Risk Insurance, including fire, extended coverage, vandalism and malicious mischief, in an amount equal to the full insurable value of such construction as the same progresses in order to insure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof. ALL INSURANCE SHALL NAME THE CITY AS ADDITIONAL INSURED AND CO-PAYEE, AND PROVIDE FOR A WAVIER OF SUBROGATION IN FAVOR OF THE CITY. Lessee shall require all contractors performing construction work on the Leased Premises to provide payment and performance bonds issued by a responsible bonding company or companies authorized to conduct business in the State of Texas for the full amount of the cost of the construction to be performed on forms which are in compliance with Tex. Gov't Code Art. 2253, as amended with the City as a co-payee or protected party. The foregoing shall be made a part of any contract between Lessee and its contractor or contractor. In the event Lessee does not complete the construction work itself; it shall comply with the all-risk insurance provisions hereof.

G. The construction and/or alterations shall be performed by qualified, responsible and reputable contractors, subcontractors and suppliers, all of whom shall be subject to City's approval in advance of commencing work which approval shall not be unreasonably withheld, and all work shall be secured with payment and performance bonds. Such contractors, subcontractors and suppliers at all times shall cooperate with other employees and workers at the Airport so as to avoid the occurrence of any disturbance, disruptions, or conflict in all or any part of the Airport or in connection with its operations. The construction shall be completed in a good and workmanlike manner and in compliance with all applicable laws, ordinances, regulations, and codes.

H. Subject to subsection E above, Lessee shall, at its own expense, pay all costs associated with installation of water lines, sewer lines, telephone and telephone lines, gas lines, and any other utilities or equipment on the Leased Premises. It shall be the responsibility of City at its sole cost and expense to bring all water lines, sewer lines, telephone and telephone lines, gas lines, and any other utilities or equipment to the boundary of the Leased Premises to enable Lessee to connect the Leased Premises to such services. Lessee shall construct any required security fencing in accordance with the Midland International Airport Security Program in existence as of the Commencement Date. Lessee shall, at its own expense, procure all governmental permits and approvals required for or in connection with the construction of the Improvements.

I. During the construction of the Improvements, Lessee shall store all materials, supplies, machinery and equipment associated therewith in a safe and orderly fashion so as to not interfere with the work and operations of Lessee and any other Airport users. Lessee shall comply with the Airport's Development Guidelines and all contractors, subcontractors, and suppliers shall comply with the Airport Minimum Standards, Rules and Regulations and all other applicable Regulatory Measures. Upon completion of the Improvements and Offsite Improvements, Lessee shall deliver one set of "as built" drawings to City. The building materials and design shall substantially conform to the graphic renderings submitted to the City during the site plan approval process.

J. In the event that Lessee fails to comply with any of the provisions of this section of this Agreement and after delivery of any required notice and any opportunity to cure under Article 13, including a failure to construct the Improvements and Off site Improvements only in accordance with the approved Site Plan unless otherwise agreed to by City, City may, in addition to any other remedies available to City, terminate this Agreement.

K. **Encumbrance of Leasehold Estate:** Lessee shall at no time encumber or attempt to encumber its leasehold interest in the Leased Premises by deed of trust, mortgage, security agreement or other security interest without the prior written consent of the City Council, which consent shall not be unreasonably withheld.

L. **Ownership of the Improvements:** Ownership of the Improvements, free of any liens, encumbrances or back taxes, shall revert to City at no cost to City upon expiration of the Primary Lease Term of this Agreement. However, at the end of the Primary Lease Term, City shall retain the right to require that Lessee demolish and/or remove any nonstructural alterations to the Improvements, the construction of which had not been previously approved by City or any Improvements (or portions thereof) which shall be the subject of a continuing maintenance default, noticed by City to Lessee, existing at the end of the Primary Lease Term, and restore the Improvements as nearly as possible to their original condition and character as of the date of the issuance of any certificate of occupancy, ordinary wear and tear excluded. Lessee may transfer the Improvements upon receipt from City of appropriate consents as described hereinafter.

ARTICLE 9.
RIGHTS AND PRIVILEGES OF LESSEE

City does hereby grant to Lessee and Lessee does lease from City the following rights and privileges:

Lessee may install in or upon the Leased Premises all such fixtures, machines, tools, equipment, or other items of personal property as it deems necessary in connection with the Activities authorized in this Agreement. Any personal property belonging to Lessee located on the Leased Premises and/or in the Improvements located thereon shall be there at the sole risk of Lessee. City shall have no liability or responsibility for any theft, misappropriation or damage to any personal property belonging to Lessee. Lessee shall be entitled (but at its own risk of default of any other agreement whose terms may prohibit such removal) during the term of this Agreement to remove from the Leased Premises, or any part thereof, all aircraft, tools, machinery, equipment, trade fixtures and non-structural improvements located thereon; provided, however, that all buildings from which any property is so removed shall be restored by Lessee in such manner that the buildings are not materially damaged (i.e., restored to same condition that existed before installation or placement of the property) and that those items removed are not required by Minimum Standards in order to engage in the authorized Activities. Lessee shall remove all equipment, fixtures, and systems as specified in this Agreement within five (5) days of termination or expiration of this Agreement. City may purchase personal property of Lessee at the termination of the Lease which the City deems essential to operation of Airport at the-then fair market value. Subject to the rights of any party holding a superior security interest in the equipment, fixtures, and systems, if Lessee fails to remove such property from the Leased Premises within five (5) days of termination or expiration of this Agreement, then the City retains the right to remove or have removed at the expense of Lessee all equipment, fixtures, and systems and Lessee agrees to pay City for such expense within fifteen (15) days after receipt of an invoice from City.

ARTICLE 10.
RIGHTS AND PRIVILEGES OF CITY

In addition to all other rights and privileges reserved by City including those outlined under Federal and/or State Sponsor Assurances, City reserves the following rights and privileges.

A. **City Authority:** While the Airport Director has the authority to manage the Airport (including the authority to interpret, administer, and enforce Agreements and policies and the authority to permit temporary, short-term occupancy/use of Airport land and/or Improvements), the ultimate authority to grant the occupancy/use of Airport land and/or improvements and/or the right to engage in an Aeronautical Activity at the Airport, and to approve, adopt, amend, or supplement any Agreement, policy, or practice relating thereto is expressly reserved to City through the City Council.

B. **Airport Development:** City reserves the right, but shall not be obligated to Lessee, to develop and/or improve the landing areas and/or other portions of the Airport as its sees fit. City reserves the right to close any portion of the Airport and/or any of the facilities located thereon when it deems that such action is reasonably necessary to maintain, repair, or develop the Airport and/or facilities located thereon and/or for the safety of the general public; provided, however, that other than in times of temporary emergency, adverse weather conditions, or public calamity, City shall use its best efforts at all times to keep the Airport open with sufficient access to, and use of, the Public Facilities by Lessee, and its sublessees and assigns, to enable the permitted uses of the Leased Premises. City shall provide advance notice of any closures to the extent possible.

C. **Aerial Approaches:** City reserves the right to take any action it considers necessary to protect the aerial approaches and/or transition surfaces of the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which would limit the usefulness of the Airport and/or constitute a hazard to aircraft.

D. **War, National Emergency, Riot, or Natural Disaster:** During time of war, national emergency, riot or natural disaster, City shall have the right to lease the Airport or any part thereof to the United States or the State of Texas for government or military use. In this case, any provisions of this Agreement which are inconsistent with the provisions of any lease with a government entity shall be suspended for the term of the lease with the government entity.

E. **Access to the Premises:** City and/or its representatives shall have the right to enter the Leased Premises including all buildings, structures and Improvements, at all times and for any purpose necessary, incidental to, or connected with the performance of Lessee and/or City's obligations under this Agreement. City shall

provide three (3) hours advance written notice (which shall include email transmission) prior to entering any non-public area except when City determines that emergency circumstances due to safety concerns require immediate entry without prior notice.

F. **Performance of Acts:** All acts performable under this Agreement by City or City Council may, at the option of City and without right of objection by Lessee, be performed by a representative or delegate of City.

G. **Exercising Rights:** No exercise of any rights reserved by City herein shall be deemed or construed as an eviction of Lessee nor shall such exercise be grounds for any abatement of rents, fees or charges nor serve as the basis for any claim or demand for damages of any nature whatsoever, unless such exercise materially and substantially interferes with the rights granted Lessee in this Agreement.

ARTICLE 11.
OBLIGATIONS OF LESSEE

Except as otherwise specifically provided, Lessee shall have the following obligations:

A. **Conduct:** Lessee shall take all reasonable measures to control the conduct, demeanor and appearance of its employees, invitees, suppliers, vendors and customers. Upon receipt of a valid complaint, Lessee shall take all reasonable steps necessary to resolve or remove the cause of the complaint in a timely manner.

B. **Disturbance:** Lessee shall conduct its Activities and operations in an orderly and proper manner so as to not unreasonably disturb or interfere with others conducting business or other operations at the Airport. Lessee agrees that it will not intentionally interfere with the landing and taking off of aircraft at the Airport or otherwise cause a hazard.

Lessee agrees that it will not intentionally or knowingly disturb City or any tenant of the Airport by knowingly creating or permitting any disturbance or any unusual or excessive noise, vibration, electromagnetic emission or other undesirable condition on or about the Airport. Lessee shall not cause or permit to be caused by any act or practice, by negligence, omission or otherwise that would adversely effect the environment or do anything or permit anything to be done that would violate any Regulatory Measure (including the Primary Guiding Documents) (defined below). Lessee shall utilize commercially reasonable efforts to minimize the escape of fumes, odors, smoke, gas or other substances from the Leased Premises and shall neither use, allow the use of, nor occupy Leased Premises for any improper, immoral or unlawful purpose.

C. **Hazardous Materials:** All Hazardous Materials shall be placed, stored, generated, used, released or disposed of in accordance with all applicable EPA,

TCEQ and local regulations. Lessee shall not cause or suffer any Hazardous Material to be placed, stored, generated, used, released or disposed of, in, on, under, about, or transported from the Leased Premises unless Lessee has complied with the following:

a. Lessee shall obtain City's prior express written consent. City may impose, as a condition of such consent, reasonable requirements, such as limits of the manner, time and contractors associated with such.

b. Lessee shall comply with prudent business practices and also with all applicable federal, state and local laws, ordinances, regulations, guidelines and orders relating to health, safety and protection of persons, the public, and/or the environment.

c. Lessee shall limit the presence of such Hazardous Material to the minimal amount reasonably necessary for Lessee's use of the Leased Premises as authorized by this Agreement.

d. Upon the request of City, Lessee shall furnish reports, assessments or other evidence satisfactory to City showing that the Leased Premises are not being used nor have the Leased Premises been used by Lessee for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Materials other than those Hazardous Materials authorized by City.

e. If at any time a release or danger of a release of Hazardous Materials is discovered on, at, or in the Leased Premises, the Airport, City's sewage or storm drainage system, soil, air, groundwater or any improvements, which was caused or permitted by Lessee or Lessee's officers, agents, employees, contractors, permittees, invitees, or there is the imminent danger of such release of Hazardous Materials, Lessee, at its sole cost and expense, shall ensure removal of such Hazardous Materials from the Leased Premises, the Airport, the underlying groundwater, City's soil, air, storm drainage and the sewage system, in accordance with requirements of all appropriate governmental authorities.

f. In addition to notification of proper governmental authorities, Lessee shall immediately notify the Airport Director of any release of Hazardous Materials that exceeds the minimum amount that must be reported to a public agency.

g. Upon discovery of any Hazardous Materials that are a direct result of Lessee's activities on, in, under or emanating from the Leased Premises, any release or threat of release of a Hazardous Materials, and/or any illness caused by exposure thereto, Lessee shall immediately, and at its sole cost and expense, take all actions necessary to remediate, abate,

and/or rectify any such conditions at or upon the Leased Premises. Provided, however, that Lessee shall have no liability for pre-existing or subsequently discovered Hazardous Materials.

h. In addition to all other rights and remedies of City, if the removal of such Hazardous Materials from the Leased Premises, the Airport, City's sewage or storm drainage system, soil, air, groundwater, or any improvements is not commenced by Lessee within thirty (30) days after written notice from City of the discovery of such Hazardous Materials and continuously pursued using commercially accepted methods and in accordance with standards promulgated by the State of Texas or the United States Environmental Protection Agency ("EPA"), City, in its discretion, may pay to have same removed and Lessee shall reimburse City within thirty (30) days of City's demand for payment. If City is required to remediate and/or abate any such conditions caused by Lessee on or upon the Leased Premises and/or the Airport, Lessee shall reimburse City for all costs and expenses incurred in so doing. In its sole discretion, City may, but shall not be required to, grant Lessee more than fifteen (15) days after written notice to remove Hazardous Materials, all at Lessee's expense.

i. Immediately upon receipt thereof, Lessee shall provide City with copies of any notices, claims, complaints, demands, lawsuits, hearings, investigations, or governmental requests for information relating to the environmental condition on or of the Leased Premises and/or Hazardous Materials on, in, under or emanating from the Leased Premises during Lessee's occupancy thereof.

D. **Storage, Handling, Dispensing of Fuels, Gasoline and Lubricants:** The storage of fuels, gasoline, and lubricants in bulk quantities shall be limited to City approved fuel storage facility and only in an amount reasonably necessary to engage in the Activities authorized in this Agreement. Lessee's installation, operation and maintenance of a fuel storage facility must be in accordance with the manufacturer's instructions. In addition, Lessee must abide by all applicable Regulatory Measures (including the Primary Guiding Documents) pertaining to the storage, handling, and dispensing of aviation fuels, gasoline and lubricants.

E. **Utilities:** Lessee shall directly procure and promptly pay for all utilities and utility services including, but not limited to, electricity, sewer, water, natural gas and telephone charges relating to the Leased Premises during the term of this Agreement. The Lessee shall be solely responsible for the payment of all utilities and the payment of utilities shall be in addition to any rental payments.

F. **Taxes, Assessments, and Fees:** Lessee shall pay and discharge all taxes, of any kind, assessments or other fees whether general or special, ordinary or extraordinary, charged by any government or quasi-governmental entity relating directly to the Leased Premises, the Improvements located thereon and/or the

Activities conducted at the Airport including leasehold (or possessory interest tax), personal property, income, excise, or any other business tax, assessment, or fee, as applicable. Lessee acknowledges and understands that it holds record title to the Improvements on the Leased Premises, and the Improvements shall be taxed under Lessee's account in a manner designed to determine the market value of the Improvements as of January 1st of each tax year. The foregoing notwithstanding, Lessee shall have the right, before delinquency occurs, of protesting, contesting, objecting to or opposing the legality or amount of any such tax, assessment or fee which Lessee deems, in good faith, are illegal or excessive; and in the event of such contest, Lessee may, to the extent provided by law, defer the payment of any such tax, assessment or fee. However, Lessee shall deposit with City that amount of any taxes that are not the subject of any contest and which are not in dispute to be held by City, in trust, until the conclusion of any tax contest and payment of any final determination. The Lessee shall be solely responsible for the payment of all taxes and the payment of taxes shall be in addition to any rental payments.

G. **Costs, Expenses, and Other Charges:** Lessee shall pay all required costs, expenses and other charges or obligations of every kind and nature whatsoever relating to the Leased Premises, the Improvements and/or the Activities conducted by Lessee, which may arise or become due during the term of this Agreement.

H. **Maintenance:** Except as otherwise specifically provided in this Agreement, Lessee, at its own cost and expense, shall keep the interior and exterior (including all structural and non-structural) portions of the Leased Premises including, but not limited to, plumbing, heating, lighting, air conditioning and any other systems in connection therewith and all other parts of the Leased Premises in good order and condition and will make all necessary repairs to the Leased Premises both ordinary and extraordinary, foreseen and unforeseen and will make all necessary replacements of like quality when beyond repair. Lessee shall be responsible for all cleaning, custodial, janitorial and landscaping services. Lessee shall keep the Leased Premises in neat, safe, sanitary, orderly and sightly condition and in good working order at all times, and shall remove snow and ice as required for Lessee to conduct Lessee's operations during hours that the Airport is open.

In the event Lessee fails to comply with this paragraph, City may notify Lessee in writing that such maintenance, repair or cleaning shall be performed and in the event that Lessee fails to correct the condition within thirty (30) days of City's written notice, or in the event such repair or replacement cannot be done within such time, Lessee fails to commence such repair or replacement within thirty (30) days and continuously pursue it to completion using commercially reasonable methods, City or its authorized designee may enter the Leased Premises and provide the necessary maintenance or repair services and Lessee agrees to pay City such expenses within thirty (30) days upon receipt of an invoice. This shall not be construed as a duty or obligation of City to make any repair or perform any work or

cleaning which Lessee is required to make or perform.

I. **Refuse Disposal:** Lessee shall immediately clean up all refuse, rubbish, scrap material and debris caused or generated by its Activities, so that the Leased Premises shall at all times present a clean, neat, sanitary and orderly appearance. Lessee shall provide and use covered receptacles for all garbage, trash and other refuse at the Leased Premises. Lessee shall not allow boxes, cartons, barrels, or other items to accumulate in or upon the Leased Premises in an unsightly manner or in a manner that may pose a safety hazard of any kind. Lessee shall ensure the proper storage and removal from the Airport of all garbage, debris and other waste materials, whether solid or liquid, generated by or arising out of its operations and activities at the Airport.

J. **Based Aircraft Report:** Lessee shall maintain and furnish by the 1st of August each year and at any time, upon request of the Airport Director, a report identifying all aircraft based at or on the Leased Premises. The report shall identify the owner, the owner's billing address, the year of manufacture, make and model of the aircraft, the Gross Takeoff Operating Weight, Maximum Gross Landing Weight and Aircraft Registration Number.

K. **Signage:** Lessee shall not erect, paint upon, attach, exhibit or display in, on, or about said Leased Premises any sign other than as shown on the Site Plan without the prior express written consent of the Airport Director.

L. **Special Events:** Lessee shall not conduct or hold air shows Or any other special events, including any non-aeronautical event, at the Airport without the prior express written consent of the Airport Director.

ARTICLE 12.
OBLIGATIONS OF CITY

A. City covenants and agrees that at all times it will maintain and operate the Airport as a public Airport consistent with and pursuant to the Sponsor's Assurances given by City to the United States Government and/or the State of Texas under the Federal Airport Act.

B. Encumbrance of Fee Title. If City encumbers by mortgage, deed of trust, security agreement, or other instrument in the nature thereof, any of City's right, title or interest in the Leased Premises, any such mortgage, deed of trust, or other instrument will at all times be, and will expressly state that it is, subject and subordinate to this Lease and the rights, titles and interests of Lessee and any Leasehold Mortgagee (defined below) arising by virtue of this Lease.

ARTICLE 13.
DEFAULTS AND REMEDIES

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Lessee.

A. The filing by Lessee of a voluntary petition in bankruptcy.

B. The assignment of all or substantially all of Lessee's assets for the benefit of Lessee's creditors.

C. A court making or entering any decree or order:

(i) adjudging Lessee to be bankrupt or insolvent;

(ii) approving as properly filed a petition seeking reorganization of Lessee or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof;

(iii) appointing a receiver, trustee or assignee of Lessee in bankruptcy or insolvency or for its property;

(iv) directing the winding up or liquidation of Lessee and such decree or order shall continue for a period of (60) days.

D. The filing of any non-consensual lien against the Leased Premises resulting from any act or omission of Lessee which is not discharged or contested in good faith as determined by City by proper legal proceedings within sixty (60) days of receipt of actual notice by Lessee, unless Lessee posts a bond within this time period equal to the amount of the lien.

E. The voluntary abandonment by Lessee of the Leased Premises for a period of thirty (30) consecutive days or more, coupled with the failure to pay rent as provided in Article 6.

F. The transfer of Lessee's interest in a manner not authorized herein or by other operation of law.

G. Lessee becomes in arrears in the payment of the whole or any part of the amount(s) agreed upon herein for a period of fifteen (15) days after the time such payments become due.

H. Intentional falsification by Lessee of any record which results in the deprivation of any rent, fee or other charge from the City granted under this Agreement.

I. The failure by Lessee to perform any of the covenants, conditions or obligations imposed on it by this Agreement or any other Agreement with City where the failure continues for a period of thirty (30) days after written notice from City.

J. The transfer or assignment or attempted transfer or assignment of this Agreement by Lessee, without securing prior written approval of City, such approval not to be unreasonably withheld. It shall be understood for the purpose of this provision that negotiations by Lessee for the assignment or transfer of this Agreement shall not be construed as "attempted transfer."

K. In the event of default by Lessee that is not cured within thirty (30) days of receiving notice from City, City may, in addition to any other remedies available to City, terminate this Agreement. If the default concerns a failure to make payments to City; however, the City may terminate this Agreement if the required payments are not made within twenty (20) days of receiving notice from City of the event of default. If this Agreement is terminated, the security deposit, or any other payments made to City shall be forfeited to City and Lessee shall have no rights to recover the security deposit (if any) and payments. This forfeiture shall not diminish nor limit City's right to recover such damages as may result from the default by Lessee.

L. Notwithstanding the foregoing, no failure of either party to perform or delay in performance which is caused by any war, civil disorder or other national emergency or which is due to an intervening act of God shall be deemed an event of default.

M. In addition to the termination and forfeiture right described in the preceding paragraph, City shall have the following rights and remedies upon default by Lessee:

(i) The recovery of any unpaid rent, fees and other payments due and owing at the time of termination, plus any unpaid rent and fees that would have been earned and other payments that, would have been made if the Agreement had not been breached by Lessee, subject, however to the City's duty to mitigate its damages.

(ii) The recovery of any damages, costs, fees and expenses incurred by City as a result of the breach of the Agreement by Lessee, but expressly excluding consequential damages, lost profits or attorneys' fees and expenses.

(iii) The removal of all persons from the Leased Premises and the removal and storage at Lessee's expense of all property on the Leased Premises, in accordance with the law.

(iv) Any other right or remedy, legal or equitable, that City is entitled to under applicable law, whether stated in this Agreement or not, subject however, to the limitations set forth in this Agreement.

N. No termination shall relieve Lessee of the obligation to deliver and perform on all outstanding obligations and requirements prior to the effective date of the termination

and Lessee liabilities under this Agreement shall continue.

O. In the event of any such termination as above enumerated, City shall have the right at once and without further notice to Lessee to enter and take full possession of the Leased Premises occupied by Lessee under this Agreement in accordance with the law. Upon the termination of this Agreement for any reason, Lessee shall yield up said Leased Premises, facilities and fixtures to City in the same condition as when received, reasonable and ordinary wear and tear excepted.

P. In the event of the failure of Lessee upon termination of this Agreement to immediately remove from the Leased Premises all property owned by Lessee, City may effect such removal and store said property at Lessee's expense. Upon termination of this Agreement, Lessee covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by City in enforcing the covenants, conditions and agreements of this Agreement, re-entering and/or repossessing the Leased Premises, restoring the Leased Premises and Improvements to the condition required by this Agreement, and protecting the Leased Premises.

Q. The failure of City to declare this Agreement terminated for any of the reasons set out above shall not bar the right of City to subsequently terminate this Agreement for any of the reasons set out above. Further, the acceptance of rents, fees or other payments due and owing to City for any period after a default of any of the terms, covenants or conditions by Lessee shall not be deemed a waiver of any right on the part of City to terminate this Agreement.

ARTICLE 14.
TERMINATION BY LESSEE

Lessee, if not in default of any provision of this Agreement, may terminate this Agreement after the occurrence of one or more of the following events:

A. Permanent closure of the Airport.

B. Curtailment of Airport operations, including the tower, instrument landing systems and U.S. Customs service for a period in excess of sixty (60) days, save and except curtailment which occurs as the result of Force Majeure, necessary construction and repair under rights granted herein, or during any period of involuntary suspension or termination of such Airport operations by any regulatory authority and during which period the City contests such suspension or termination until a final decision is rendered; however not during any appeals therefrom.

C. The lawful assumption by the United States Government, or any authorized agency thereof of the operation, control or use of the Airport and/or facilities, or any substantial part of parts thereof, in such manner as to substantially restrict

Lessee's Activities and/or operations at the Airport for a period of at least ninety (90) days.

D. The default by City in the performance of any covenant or agreement herein required to be performed by City and the failure of City to remedy such default within ninety (90) days after receipt from Lessee of written notice to remedy same, or if such default is incapable of being remedied within such ninety (90) day period, City shall not commence such performance within the ninety (90) day period and diligently pursue the same to completion.

E. Final decision by a Court of competent jurisdiction adjudicating a violation of a federal, state or local law, rule, regulation or order which suspends or terminates operations at the Airport and which suspension or termination materially affects the operations or rights of Lessee hereunder.

F. Substantial damage to the Improvements which will prevent Lessee from utilizing the Leased Premises as contemplated under this Lease for a period of one hundred eighty (180) days or longer or total destruction of the Improvements located on the Leased Premises resulting from any cause whatsoever.

Lessee shall exercise such right of termination by written notice to City at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by City.

ARTICLE 15.
REMEDIES CUMULATIVE

All of the rights and remedies given to a party in this Agreement are cumulative and no one is exclusive of any other. Each party shall have the right to pursue any or all remedies provided by any applicable Regulatory Measures, whether legal or equitable in nature, whether stated in this Agreement or not; provided however, any award of damages to Lessee shall be limited to all damages allowed under Section 271.153 of the Texas Local Government Code, but specifically excluding attorney's fees.

ARTICLE 16.
NO WAIVER

No failure on the part of either party to enforce any of the terms and/or conditions set forth in this Agreement shall be construed as or deemed to be a waiver of the right to enforce such terms and/or conditions. The acceptance by City of any rent, fee or other payment shall not be construed as or deemed to be a waiver by City of any breach by Lessee of any covenant, condition or obligation.

ARTICLE 17.
COMPLIANCE WITH LAWS

At its own expense, Lessee shall comply with all Federal, State and/or local Regulatory Measures, including, without limitation, the regulations of the United States Department of Transportation, FAA and City, including all applicable local ordinances, and all rules and regulations of any law enforcement, fire department or other municipal agency; all as may be promulgated and in effect from time to time. Any penalties, fines or costs levied as a result of Lessee's failure to comply with any of the above shall be borne by Lessee.

ARTICLE 18.
LICENSES, CERTIFICATES, AND PERMITS

At its own expense, Lessee shall obtain any and all licenses, certificates and permits that may be necessary to construct Improvements on the Leased Premises and/or Off-site Improvements or to engage in any Activity at the Airport. Lessee shall not do or allow to be done anything at the Airport or on the Leased Premises which is in violation of or prohibited by any law, ordinance, rule, requirement, license, certificate or permit. If the attention of Lessee is called to any such violation, Lessee shall immediately cease and desist from such violation or cause it to be corrected. In addition, Lessee shall pay all fines associated with any such violation.

ARTICLE 19.
INSURANCE

A. Lessee shall keep and maintain all insurance required by law including, for example and without limitation, all insurance as required under the City of Midland Code of Ordinances, and insurance as required by the workers compensation laws of the State of Texas with Employers Liability limits of $500,000 Each Accident, $500,000 Disease Policy Limit, and $500,000 Disease Each Employee. All insurance required pursuant to this Agreement, except for Worker's Compensation Insurance, shall name the City as an additional insured on a claims occurred basis. All insurance required pursuant to this Agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the City.

B. Lessee shall also, at its sole cost and expense, procure and maintain insurance in full force and effect prior to the issuance of a building permit and prior to beginning any construction in the minimum coverages and amounts specified in the Airport Minimum Standards for each Activity; provided however, notwithstanding anything to the contrary in the Airport Minimum Standards, the minimum amount of commercial general liability insurance Lessee shall maintain shall be Three Million Dollars ($3,000,000) for personal injury and accidental death and property damage and Three Million Dollars ($3,000,000) product/completed operations limit of liability. The insurance company underwriting the required policy(s) shall be licensed or admitted to write such insurance in the State of Texas

or otherwise be approved in writing by City. This insurance shall remain in full force and effect until the term of this lease expires. The Director of Airports shall ensure that the proper insurance is acquired prior to the issuance of a building permit or any construction and is maintained during the term of this lease.

C. All insurance which Lessee is required by City to carry and keep in force shall name City of Midland, its City Council (individually and collectively), and its representatives, officials, officers, employees, agents, and volunteers as additional named insureds which includes the Airport Board of the Midland International Air & Space Port. All liability policies shall contain or be endorsed to contain the following provisions:

(i) "City of Midland and its City Council (individually and collectively), representatives, officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to: liability arising out of Activities performed by or on behalf of Lessee; products and services of Lessee; Leased Premises and Improvements owned, leased, occupied or used by Lessee; or vehicles owned, leased, hired or borrowed by Lessee. Any insurance or self-insurance maintained by City of Midland or its City Council (individually and collectively), representatives, officers, officials, employees, agents or volunteers shall be in excess of Lessee's and shall not contribute with it."

(ii) "Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City of Midland or its City Council (individually and collectively), representatives, officers, officials, employees, agents or volunteers. Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."

D. Lessee shall give written notice of any material changes affecting the coverage or policy of insurance on the Leased Premises and Improvements and shall supply City with new certificates of insurance within thirty (30) days of any change.

E. The applicable insurance coverage shall be in full force prior to the issuance of a building permit and prior to any construction and Lessee shall provide certificates and/or policy endorsements to City to document that required insurance is in effect. Lessee shall furnish additional certificates whenever any changes are made.

F. Lessee shall, at its sole cost and expense, insure the Leased Premises continuously against loss or damage. The Improvements shall be insured (100% of current replacement cost with no depreciation) against the perils of fire, lightning, wind, hail, flood (for any structure located in an "A" or "B" flood zone), explosion, riot, smoke and vandalism.

G. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring or reconstructing said improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved by City, in writing.

H. Insurance coverage and policy limits are subject to periodic review and modification at the sole discretion of City.

ARTICLE 20.
DAMAGE TO LEASED PREMISES AND PROPERTY

A. **Damages to Leased Premises:** Subject to the option to terminate this Lease under Article 14 Section F, if any part of the Leased Premises and any related property is damaged resulting from any cause whatsoever (including, but not limited to, fire, earthquake, tornado, windstorm, other casualty or by any act or omission of Lessee, its agents, officers, employees, patrons, guests, contractors, sub-Lessees and subcontractors), Lessee, at its own cost and expense, shall promptly commence and complete restoration as nearly as possible to the value and substantially to the condition and character of the Leased Premises immediately prior to damage ("Restoration"). Lessee shall use all insurance proceeds not payable to any Leasehold Mortgagee to defray the cost of repairing, restoring, or reconstructing the Improvements. To exercise its right to terminate this Lease pursuant to Article 14 Section F, Lessee shall deliver to the City (i) written notice of the exercise of such right and (ii) payment of a demolition fee in the amount Fifty Thousand Dollars and No One Hundredths ($50,000.00).

If at any time during the term of this Agreement, any part of the Leased Premises is damaged or destroyed, City shall be under no obligation to rebuild or repair the damaged or destroyed portion of the Leased Premises. City shall have no obligation to Lessee or any sub-Lessee or subcontractor for any damage or destruction to their property caused by fire, earthquake, tornado, windstorm or other casualty or natural disaster.

If Lessee opts to continue the lease and then fails to restore the Leased Premises, Lessee shall pay to City, upon demand, all insurance proceeds received by Lessee (less any amounts due any Leasehold Mortgagee) not previously disbursed to defray the cost of repairing, restoring, or reconstructing the Improvements.

B. If Lessee opts to continue the lease and restore the Improvements, Lessee shall provide evidence satisfactory to the City and any Leasehold Mortgagee, that, prior to commencing the Restoration, Lessee, at Lessee's expense, has furnished to City performance and payment bonds issued by each of the original contractors retained by Lessee for the Restoration under construction contracts having a contract price in excess of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) and by a corporate surety reasonably satisfactory to City, with each such

bond naming City and any Leasehold Mortgagee as a dual obligee and otherwise being in form and content reasonably satisfactory to City, or a letter of credit on behalf of Lessee being in form and content reasonably satisfactory to City.

C. If Lessee opts to continue the lease and restore the Improvements, upon completion of the Restoration Lessee shall provide City:

(i) A certification of an independent engineer or an independent architect designated by Lessee and approved by City and by the Leasehold Mortgagee(s), if any, stating that the Restoration has been finally completed in accordance with the plans and specifications therefor and in accordance with all laws, ordinances, rules regulations, specifications and standards of all Governmental Authorities.

(ii) Evidence satisfactory to any Leasehold Mortgagee and City that the cost of all work and materials incorporated into the Restoration has been paid in full or will be paid in full (which evidence may include fully executed and acknowledged waivers or releases of mechanic's liens, in form reasonably satisfactory to the party requesting the same, executed by all contractors, sub-contractors and materialmen which engaged in the Restoration);

(iii) The certification of a title company licensed to do business in the State of Texas, as of date not more than five (5) days prior to the date of the certification that there exists no filed or recorded lien, encumbrance or charge prior to or on a parity with the estate, rights and interest of City (except for a leasehold mortgage or a fee mortgage, if any), and that neither the Leased Premises nor the Improvements are subject to any filed or recorded mechanic's, laborer's, materialman's or other similar lien, encumbrance or charge for which Lessee has not provided to City adequate security for the payment thereof and, in addition to the foregoing, certificates from the Secretary of State of Texas and the County Clerk of Midland County, Texas, evidencing that fixtures in the Leased Premises are not subject to any chattel mortgage, conditional bill of sale or other title retention or security agreement except for those permitted herein and except for any chattel mortgage or security agreement delivered to City.

ARTICLE 21.
INDEMNIFICATION

LESSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR

SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF LESSEE, its agents or employees, or any subcontractor, arising out of, or resulting from, Lessee's use of, or activities on, the Leased Premises, and Lessee will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney's fees.

ARTICLE 22.
SUBLEASE AND SUBCONTRACTS

A. Lessee shall not sublease the Leased Premises (or any part of the Leased Premises) or subcontract any operation or service it performs or is permitted to perform to any person or entity.

B. A lease or sublease made contrary to the requirements of this section shall be null and void.

ARTICLE 23.

ASSIGNMENT

This Agreement may not be assigned, nor may any part of it be assigned, without the prior express written consent of the City Manager, which consent shall not be unreasonably withheld. Upon assignment pursuant to this Article 23, the Assignee shall assume all obligations of Lessee under this Agreement and Lessee shall be relieved of all obligations to City for the remainder of the term of the Agreement. The assignee shall not assign the Agreement without the prior express written consent of the City Manager and any assignment by Lessee shall contain a provision to this effect. Further, any assignee of Lessee shall be bound by the terms and conditions of this Agreement. Any assignment without City's prior express written consent shall be null and void and, at City's election, shall constitute a default. No assignment shall be approved unless all rent and municipal taxes are current.

ARTICLE 24.
ENCUMBRANCES

Lessee shall have no authority, express or implied, to create any lien, charge or encumbrance upon the Leased Premises and Lessee shall not suffer the Leased Premises, to be or become subject to any non-consensual lien (including mechanic's liens), charge or encumbrance whatsoever.

ARTICLE 25.

MORTGAGE

Lessee shall not mortgage, pledge, assign as collateral or encumber, voluntarily or otherwise, its interest in this Agreement or the Leased Premises without the prior express written consent of the City Council, which consent shall not be unreasonably withheld.

ARTICLE 26.
HOLDOVER POSSESSION

In the event that Lessee should hold over and remain in possession of the Leased Premises after the expiration of the term of this Agreement or termination for any other cause, such holding over shall be deemed not to operate as a renewal or extension of this Agreement and shall create a tenancy from month to month which may be terminated at any time by the Airport Director or Lessee by providing written notice. The rents, fees, and/or other charges paid during the holding over period shall be equal to 110% of the monthly rents, fees, and/or other charges that were being charged by City at the time the Agreement expired.

ARTICLE 27.
INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Lessee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Lessee 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 Lessee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Lessee. No person performing any of the work and services described hereunder by Lessee shall be considered an officer, agent, servant or employee of the 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. Lessee shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which any work performed under this Agreement is done. The City shall not have the right to control the means, methods or details of the Lessee's work. Lessee shall assume exclusive responsibility for all work. Lessee is entirely free to do all work performed under this Agreement in its own way.

ARTICLE 28.
SECURITY DEPOSIT

Upon execution of this Agreement, Lessee shall deposit with City the sum equal to three (3) month's rent and fees to be held by City as security for the faithful performance of the terms of this Agreement by Lessee. Unless it is used as permitted herein, this security deposit shall be returned to Lessee following the completion and/or payment of all of its obligations under this Agreement.

If Lessee fails to make any payment to City required by this Agreement, including charges for maintenance, repair and/or damage to property, or if Lessee otherwise defaults with respect to any provision of this Agreement, City may use, apply or retain so much of the security deposit as necessary to fulfill the payment obligation, cure the default or otherwise compensate City for damage or loss sustained by it resulting from Lessee's default. Such use of the security deposit by City in no way limits its right to pursue the remedies given to it by this Agreement.

ARTICLE 29.
BINDING EFFECT

This Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

ARTICLE 30.
SUBORDINATION

This Agreement is subject and subordinate to the provisions of any existing or future agreements between City and the United States or the State of Texas pertaining to the operation, management, maintenance, planning, and/or development of the Airport the terms and execution of which have been (or may be) required as a condition precedent to receiving federal and/or state funds for the development of the Airport and Lessee further agrees to conduct its operations under this Agreement in accordance with and be subject to all obligations (including grant assurances), existing and future, of City to any regulatory authority. Should this Agreement contain provisions in conflict therewith, the latter shall control, and the terms of this Agreement shall be modified accordingly.

ARTICLE 31.
GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in

Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas.

ARTICLE 32.
SEVERABILITY

In the event that any provision in this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement, provided that the invalidity of any such provision does not materially prejudice either City or Lessee in their respective rights and obligations contained in the valid provisions of this Agreement.

ARTICLE 33.
COUNTERPARTS

This Agreement has been executed in several counterparts, each of which shall be deemed an original.

ARTICLE 34.
MODIFICATION

Any modification, alteration, or amendment to the Agreement shall be made in writing, agreed to, and approved by both parties.

ARTICLE 35.
ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the City and Lessee, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Agreement shall not be changed modified, discharged or extended, except by written instrument duly executive by City and Lessee. The parties agree that no representations or warranties shall be binding upon either party unless expressed in writing in the aforesaid Agreement.

ARTICLE 36.
ATTORNEY'S FEES

BY EXECUTING THIS AGREEMENT, LESSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE LESSEE SPECIFICALLY AGREES THAT IF THE LESSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS

AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE LESSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LESSEE MIGHT OTHERWISE BE ENTITLED. LESSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. LESSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE LESSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE LESSEE AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE 37.
SOVEREIGN IMMUNITY

By executing this Agreement the City is not waiving its right of sovereign immunity except to the extent expressly provided by the Texas Tort Claims Act and Section 271.152 of the Texas Local Government Code. The City is retaining its immunity from any suit which does not arise from the rights and privileges granted to Lessee under this Agreement. The City is not granting consent to be sued by legislative resolution or action. The City does not waive any defense or limitation on damages available to a party to a contract, other than a bar against suit based on sovereign immunity as provided in Section 271.155 of the Texas Local Government Code. The City does not waive sovereign immunity to suit for a cause of action for a negligent or intentional tort except as expressly provided by the Texas Tort Claims Act.

ARTICLE 38.
THIRD-PARTY BENEFICIARY

The City's approval of this Agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

ARTICLE 39.
NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Lessee or his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one hundred and eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Lessee will settle, the physical and mailing addresses of Lessee at the time and date the claim was presented and the physical and mailing addresses of Lessee for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Lessee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Lessee that Lessee's notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Lessee's failure to comply with the requirements herein shall perpetually bar Lessee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages. Lessee agrees that the requirements of this entire agreement are reasonable.

ARTICLE 40.
NOTICES

Whenever any notices required by this Agreement are to be made, given or transmitted to the parties, such notice shall be hand delivered or sent by certified mail, postage prepaid, and addressed to:

City:

Mr. Robert Patrick
Interim City Manager
City of Midland
300 N Loraine St.
Midland, Texas 79701

with a copy to:

Mrs. Justine Ruff
Director of Airports
Midland International Airport
P.O. Box 60305
Midland, Texas 79711

Lessee:

OGM Aviation
P. O. Box 61212
Midland, Texas 79711

All payments shall be made payable to City of Midland and sent to the attention of the Director of Airports.

The parties may, from time to time, designate to each other in writing a different address or different entity or entities to which all such notices, communications, or payments shall be given or made.

ARTICLE 41.
MISCELLANEOUS

A. Quiet Enjoyment: Upon the performance of the covenants and agreements on the part of the Lessee to be performed hereunder, the Lessee shall peaceably have and enjoy the Leased Premises, appurtenances, facilities, licenses and privileges granted in this Agreement.

B. Force Majeure: Neither the City nor Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder except the obligation to pay rent by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, act of God, acts of the public enemy, act of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage or any other circumstances for which it is not responsible or which are not in its control.

ARTICLE 42.
EXHIBITS AND APPENDICES

Exhibits and Appendices attached hereto are expressly made a part hereof.

A. Definitions
B. Description of Leased Premises
C. Site Plan will be provided within 45 days after execution of the agreement
D. Design Guide and Standards for Private Hangars

WITNESS WHEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate this 7 day of JULY, 2021.

THE CITY OF MIDLAND, TEXAS

BY: _____
Robert Patrick, ~~Interim City~~ Manager

OGM AVIATION, LLC

BY: _____
Printed Name: Cody L. Rogers
Title: Director of Operations

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
John Ohnemiller, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Justine Ruff, Director of Airports

STATE OF Texas §

COUNTY OF Midland §

BEFORE ME, the undersigned authority, on this day personally appeared Cody T. Rogers, Director of Operations of OGM Aviation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of July, 2021.

Tammy Anaya

Notary Public, State of Texas

My Commission Expires: May 24 2022

TAMMY ANAYA
Notary ID #128279691
My Commission Expires
May 24, 2022

EXHIBIT A
Definitions

1. Airport means the Midland International Airport, located at 9506 La Force Blvd., Midland, Texas 79706.

2. City means the City of Midland, an incorporated home-rule Texas municipality.

3. Hazardous Materials is defined herein as that term is so defined by EPA, TCEQ, NFPA and City ordinances, inclusive.

4. Improvements means the hangar, taxi-lane with appurtenant apron, automobile, parking, security fencing and enhancements, utilities, water line, drainage channel and any related alterations located, or to be located, on the Leased Premises.

5. Leased Premises means the land only described in Exhibit B which is owned by The City and leased to Lessee.

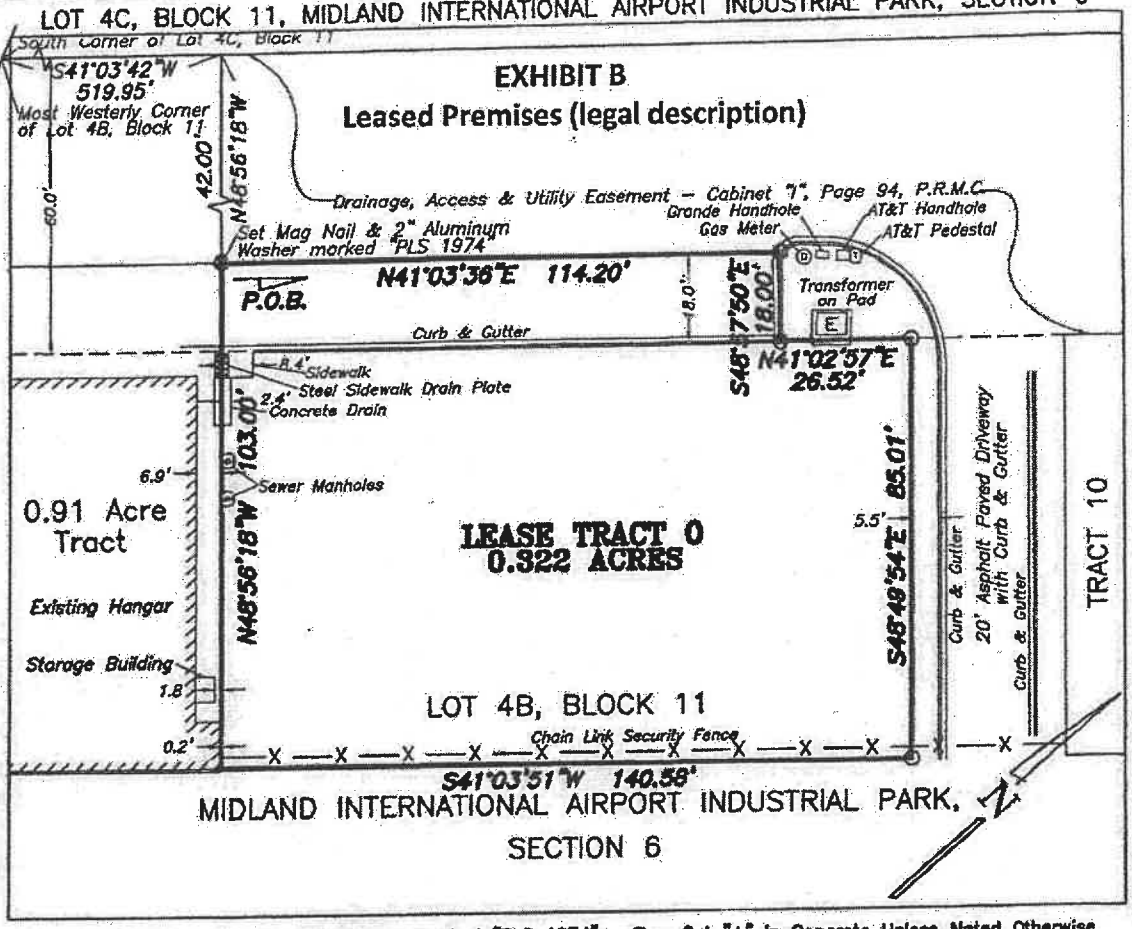
6. Leasehold Mortgagee means the holder of a mortgage interest (including for these purposes an interest created by a deed of trust) in the Leased Premises.

7. Primary Guiding Documents is defined to include the Airport Certification Manual, Airport Leasing Policy, Airport Minimum Standards and Airport Security Program.

8. Regulatory Measures means all applicable Federal, State and Local regulations.

9. Site Plan means, for purposes of this Agreement, the area depicted in the attached Exhibit C, including hangars, taxiways, aprons, driveways, fences and drainage culverts, detention ponds and related improvements, including Off-site Improvements to be constructed by Lessee.

10. Sponsor means the City of Midland, Texas.



O = Set 1/2" Iron Rod with Plastic Cap marked "PLS 1974" ⊗ = Cut "+" in Concrete Unless Noted Otherwise
Drawing File: PSC–MIAHangarLeases; Crd File: Mia83_93.Crd; Drawn by: Gene M. Rodriguez; Scale: 1"=30'; Date: 1/26/21

LEGAL DESCRIPTION OF A 0.322 ACRE LEASE TRACT LOCATED IN LOT 4B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

(Plat as recorded in Cabinet "I", Page 94, Plat Records of Midland County, Texas)

Boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,675,748.97' E= 1,711,961.72') a mag nail and 2" aluminum washer marked "PLS 1974" set at the North corner of a 0.91 Acre Tract previously surveyed on January 22, 2014 and the West corner of this tract, from whence the most Westerly corner of said Lot 4B, Block 11 bears N48°56'18"W, a distance of 42.00 feet and S41°03'42"W, a distance of 519.95 feet;

THENCE N41°03'42"E, a distance of 114.20 feet to a cross cut in concrete set at an exterior corner of this tract;

THENCE S48°57'50"E, a distance of 18.00 feet to a cross cut in concrete set at an interior corner of this tract;

THENCE N41°02'57"E, a distance of 26.52 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at an exterior corner of this tract;

THENCE S48°49'54"E, a distance of 85.01 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the East corner of this tract;

THENCE S41°03'51"W, a distance of 140.58 feet to the South corner of this tract and the East corner of said 0.91 Acre Tract;

THENCE N48°56'11"W with the Northeast boundary line of said 0.91 Acre Tract, a distance of 103.00 feet to the PLACE OF BEGINNING. (Tract contains 14,012 square feet or 0.322 acres.)

Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, 1983/93 NAD, Central Zone, with a combine grid factor of 0.9998821, and a theta angle equal to –0°58'03.674" at City of Midland Station "WINDECKER" with published values of Y= 10,673,330.16 and X= 1,713,751.73 in U.S. Survey Feet.

I, J. Stan Piper, Registered Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and ability as surveyed on the ground on January 22 & 25, 2021.

J. Stan Piper
Registered Professional Land Surveyor #1974

Prepared for:
Parkhill, Inc.
1700 W. Wall Street, Suite 100
Midland, TX 79701

FIRM NO. 10155200 PIPER SURVEYING P.O. BOX 60432; MIDLAND, TEXAS 79711; 432.550.7810

EXHIBIT C
Site Plan

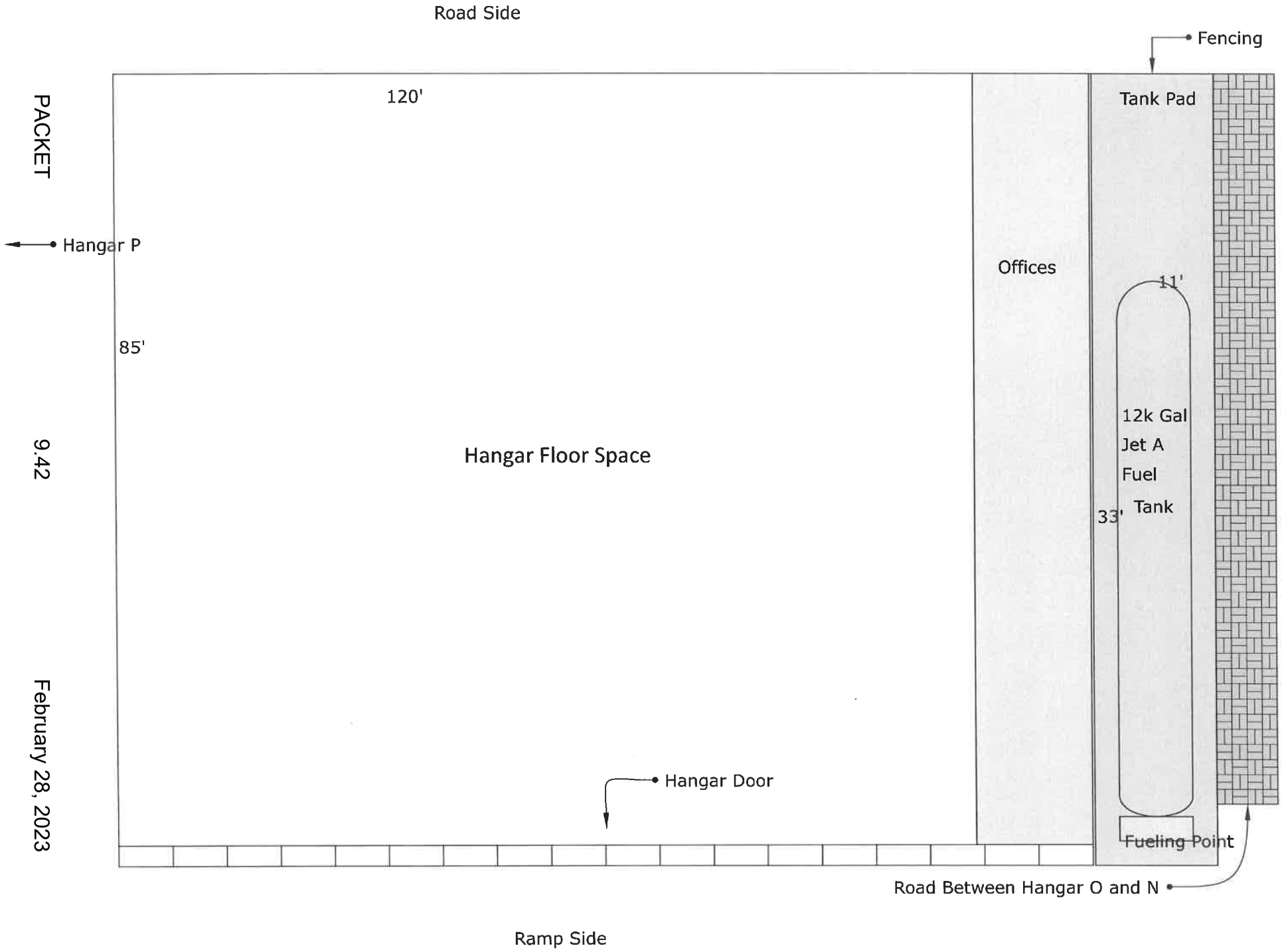

Road Side
Fencing
120'
Tank Pad
Hangar P
Offices
11'
85'
12k Gal
Jet A
Fuel
Tank
33'
Hangar Floor Space
Hangar Door
Fueling Point
Road Between Hangar O and N
Ramp Side

EXHIBIT D
MIDLAND INTERNATIONAL AIRPORT

DESIGN GUIDE AND STANDARDS FOR PRIVATE HANGARS IN

NORTHWEST HANGAR DEVELOPMENT AREA

A. ARCHITECTURAL RESTRICTIONS

1.01 Style Design. Unless otherwise approved by the Director of Airports in writing, all buildings constructed upon the Property shall be contemporary in style. Elevations of all sides of the building shall be approved by the Director in writing.

1.02 Code Requirements. Must meet all local (Midland), State, Federal, Energy Code and Zoning Requirements.

1.03 Drawing 1 – Standard Site Layout. Refer to attached Drawing 1 for additional site information.

1.04 Building Setbacks. The following yard or building setback requirements shall apply to all leased parcels that are located within the Development.

a. Front setback shall be a minimum of 28'-6" from lease line for large hangars and 23'-0" from lease line or small hangars.

b. Airside Setback shall be zero (0) feet from airside lease line.

c. Side Setback from lease line shall be a minimum of five (5) feet from the side of the building. Building size shall be determined by lease agreement and site plan submitted to Director of Airports for review and approval in writing. The side setback area shall be concrete paving.

1.05 Building Area. Must achieve a density of development which will preserve the property's design characteristics.

1.06 Building Materials. The exterior side walls shall be 24 GA prefinished metal panels with Kynar (20-year finish) with a 2-hour rating (metal-span "thermalsafe" or equal). The exterior airside walls shall be 24 GA prefinished metal panels with Kynar (20-year finish) with a minimum (0)-hour rating. The front public side of building exterior walls shall be 24 GA prefinished metal panels with Kynar (20-year finish) with a 2-hour rating and shall have a 4'-0" high, 4" thick stone or other approved stone material.

1.07 Building Roofs. Building roofs shall be 22 GA structural standing seam prefinished (Kynar finish with 20-year warranty). The Specular Gloss shall be a value of 30 plus or minus 5 at an angle of 60 degrees and meet ASTM D 5423 Specular Gloss. Roof shall be designed to meet UL90. Roof shall have gutters, downspouts and snow guards.

1.08 Building Elevations. All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall occur at points relating to the massing, fenestration and overall design concept of the building.

a. Front Elevation of Building. There shall be a concrete walk to front door with open air canopy with stone columns.

1.09 HVAC Units and Miscellaneous Equipment. Cooling towers, rooftop and ground-mounted mechanical and electrical units and other miscellaneous equipment shall either be integrated into the design of the building or screened from view. No rooftop units are allowed.

1.10 Utilities. All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement.

1.11 Temporary Buildings. No building or structure of a temporary or prefabricated character shall be used on any lot at any time, either temporarily or permanently except for construction trailers during the period of construction.

1.12 Fencing. Fences shall not be allowed, except for fence shown on attached Drawing 1 and all fencing must have screening of service areas.

1.13 Maintenance and Landscaping. Every site on which a building shall have been placed shall be landscaped in accordance with the final development plan submitted to and approved by the Director of Airports. The setback area abutting streets should be landscaped with a combination of deciduous canopy trees, ground cover and shrubbery. All unpaved areas not utilized for parking shall be landscaped in a similar manner. Undeveloped areas proposed for future expansion shall be maintained in a weed-free condition and shall be landscaped if required by the Director of Airports. Approved landscaping shall be installed within ninety (90) days of occupancy or completion of the building, whichever occurs first, unless the Director of Airports approves in writing another completion date. After completion, such landscaping shall be maintained in excellent condition by cutting, trimming, fertilizing, watering and weeding.

Lessee shall landscape and provide irrigation to the area as shown on attached Site Layout (attached Drawing 1).

1.14 Hangar Doors. Outrigger Hangar doors are not allowed.

B. STANDARDS FOR LANDSCAPE DESIGN

1.01 Plants having similar water needs shall be grouped together.

1.02 Landscaped areas shall be designed so that trimming is easy and minimizes damage to plants and property.

1.03 Plants shall be selected based on use, soil and sun/shade conditions, adaptability to geographic and climatic conditions, and upon ability to survive, once established, on normal rainfall or minimal irrigation.

1.04 Preservation of native plants that have been identified as desirable is encouraged. Such plants shall include, but not be limited to:

a. Plants that are threatened or endangered.

b. Specimen plants or exceptional examples of particular species.

1.05 Plants that readily survive relocation and are useful in new or existing landscapes.

1.06 Irrigated turf shall be used sparingly and only in circumstances where other landscaping media will not satisfy the site's needs.

1.07 Use of long, narrow strips of turf is strongly discouraged.

1.08 Only trees of less than12 feet in height at maturity shall be used.

1.09 All new construction projects shall include specifications for soil analysis and amendments, such as compost, in type and quantity necessary to enhance plant growth. All landscape planting selections must be appropriate for the soil as analyzed and amended.

1.10 In planted areas, mulches of two inches or more shall cover most soil surfaces.

C. STANDARDS FOR IRRIGATION DESIGN

1.01 Irrigation shall be designed to avoid run-off, over-spray, and under-spray.

1.02 Irrigation shall employ drip, trickle, micro, low-arching, low-gallonage, or other water- conserving technology when possible.

1.03 Irrigation shall be separated into zones according to water requirements of plants.

1.04 Rain and moisture sensing technology shall be used wherever possible.

D. STANDARDS FOR LANDSCAPE INSTALLATION

1.01 All installations shall conform to currently recommended horticultural practices.

1.02 All plants, materials, and equipment shall be of good quality according to current industry standards. Sources for standards shall include the latest edition of the American Standard for Nursery Stock, by the American Association of Nurserymen, and recommendations from the American Sod Producers Association.

1.03 To minimize water use, fall installation of landscapes is highly recommended, with winter and spring installations acceptable. Summer installation is strongly discouraged.

1.04 To reduce transplant shock, use of container grown trees and shrubs is recommended where possible.

E. STANDARDS FOR LANDSCAPE MAINTENANCE

1.01 Owner, operator, or other entity in control shall be required to keep all landscaping material in good health or repair at all times.

1.02 Maintenance shall begin at the commencement of installation.

1.03 Regular maintenance shall include checking, adjusting, and repairing irrigation systems. This includes adjusting run-time schedules based on seasons and moisture levels.

1.04 Regular maintenance shall include replenishing mulch.

1.05 Natural plant form is encouraged.

1.06 To minimize mechanical damage to young trees and shrubs, planting areas shall be free of weeds and shall be mulched continually.

F. DESIRABLE PLANT SPECIES

1.01 Plants recommended by the local Texas Agricultural Extension offices and those listed in the following publications shall be considered desirable:

a. "Landscape Water Conservation - Xeriscape", Texas Extension service

b. "A directory of water saving plants - Trees for Texas", Texas Water Development Board

c. "Outstanding Landscape Plants of Texas", Texas Association of Nurserymen

d. Plants for Dry Climates, Mary Rose Duffield and Warren B. Jones; HP Books

1.02. These references are provided as guides and are not intended to be exclusive. Any plant that is hardy, long-lived, and will survive on normal rainfall or minimal irrigation, and that does not pose a risk to life, health, or property, is considered desirable.

G. STANDARDS FOR SELECTION AND INSTALLATION OF TURF

1.01 Turfgrass selection shall be determined by facility need and geographic location. Use of different types of turf for distinctive purposes is encouraged.

1.02 The use of turf that can be maintained on natural rainfall is encouraged.

1.03 Sections of turf of high visibility and limited area can be irrigated with automatic systems using latest technologies.

1.04 Turf shall be irrigated separately from other plantings.

H.USE RESTRICTIONS

1.01 SIGNS

a. No billboard or advertising media such as signs, shades, awnings, searchlights, loudspeakers, amplifiers or similar devices shall be permitted other than signs identifying the name, business and products of the person or firm occupying the premises, and those offering the premises for sale or lease. The size and style of all permitted signs shall be approved by the Director of Airports in writing.

b. Sign locations shall be governed by the setback requirements unless written permission is given by the Director of Airports for non-conforming location.

c. Permitted signs and identifying markings on buildings or building sites shall only be of such size, design and color as is specifically approved by the Director of Airports in writing.

d. One (1) on-site temporary sign for the purpose of describing a construction project or advertising the sale or lease of a site or building will be permitted, provided the sign is no longer than thirty-two (32) square feet and is not permitted to remain on the site beyond the completion of such construction sale or lease.

1.02 STORAGE

Outdoor storage or operations shall not be permitted without the prior written approval of the Director of Airports.

1.03 REFUSE

No lot shall be used or maintained as a dumping ground for rubbish. Trash, Garbage, and other waste shall be kept in enclosed sanitary containers. All trash areas shall be screened so as not to be visible from any street of adjacent lots.

1.04 NUISANCES

No noxious, dangerous of offensive activity shall be conducted upon any land, lot or portion of any lot, nor shall anything be done thereon which may be or may become a hazard of nuisance to abutting properties or the area or neighborhood in general.

1.05 REPAIR OF BUILDINGS

No building or structure shall be permitted to fall into disrepair and each building and adequately painted or otherwise finished. If, in the opinion of the Director of Airports proper maintenance is not undertaken, the City, any time after thirty (30) days or written notification to the lessee and/or and building owner, may contract for the completion of such maintenance work. The City shall have the right to bill the owner for such costs plus 10% thereof for administration. In the event of damage or destruction to any such building or structure, such building or structure may be repaired or reconstructed in accordance with the previously approved plans without their resubmission to the Director of Airports.

1.06 PARKING

All pavement and parking areas will be installed by Lessor within the front setback of the building. No parking will be allowed on airside of building. No parking will be allowed in side setbacks unless approved by the Director of Airports. Markings and ADA marking signs ramps shall be installed. No covered parking spaces will be allowed unless approved by the Director of Airports.

1.07 VARIANCES

The Director of Airports is authorized to grant variances from any provision of this Declaration where such variations will assist in carrying out the intent and spirit of this Declaration and where strict application of the provision would result in a particular hardship to the person seeking the variance.

City Council Meeting

Item Number: 10

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: MOTION APPROVING A CONSULTANT SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND INTERFLIGHT GLOBAL CORPORATION FOR SERVICES RELATED TO THE PROCUREMENT OF NEW TENANTS FOR FACILITIES LOCATED AT THE SPACEPORT BUSINESS PARK (DISTRICT 4) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at their regular meeting on February 6, 2023 a resolution authorizing the execution of a consultant services agreement with InterFlight Global Corporation in an amount not to exceed $159,500.00 for services related to the procurement of new tenants for facilities located at the Spaceport Business Park.

Recommended City Council Action:

Approve

Fiscal Impact:

$159,500.00

Discussion:

This consulting services agreement will serve to procure new aerospace tenants at the Space Port Business Park. In 2022, InterFlight Global supported familiarization tours with 20 different aerospace companies, and the High Speed Aerospace Transportation Workshop with over 75 aerospace industry participants, as well as introducing Firehawk Aerospace to Midland. Contract for 2023 continues work of aerospace prospect development, hosting the 2023 High Speed Aerospace Transportation Workshop, and industry advocacy.

Morris Williams Jr.

City Manager's Office

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 28th day of February, 2023, by and between the MIDLAND DEVELOPMENT CORPORATION, a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended ("*MDC*"), and INTERFLIGHT GLOBAL CORPORATION ("*COMPANY*").

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall provide consulting services and deliverables (the "*services*") in connection with procuring new tenants for City of Midland-owned properties located at Midland International Air & Space Port Business Park.

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

2. COMPANY shall perform all the services under this Agreement consistent with the same level of skill and care as other professionals in approximately the same region at approximately the same point in time and for the same types of projects. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in **Exhibit A**.

ARTICLE III. FINANCIAL CONSIDERATIONS

1. MDC agrees to pay COMPANY in an amount not to exceed $159,500.00 for the consulting services described in **Exhibit A**. MDC agrees to pay COMPANY according to the schedule set forth in **Exhibit A**. The MDC Executive Director, or his/her designee, must approve all additional expenses and reimbursable expenses in advance. Within thirty (30) days of the date on which COMPANY's invoice is received by MDC, MDC shall pay the full amount of such invoice; provided, however, that if MDC objects to any portion of an invoice, MDC shall notify COMPANY of MDC's objection and the grounds thereof within fifteen (15) days of the date of receipt of the invoice, and the parties shall immediately make every effort to settle the disputed

portion of the invoice. MDC in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

2. Expenses will be invoiced separately. Additional travel, lodging, and other direct or incidental expense guidelines include the following:

a. Privately-owned vehicle mileage will be reimbursed at the current GSA mileage rate;

b. When mileage is charged, a mileage usage log or approved alternate method must be maintained to support the charge. If mileage usage log is submitted, it must include at a minimum travel dates, times, locations and mileage traveled;

c. Car rental reimbursement will be limited to cost of full-sized vehicle, or SUV if multiple passengers, and necessary fuel;

d. Airfare reimbursement will be limited to cost of economy class fares;

e. Lodging reimbursement will be limited to the cost of standard rooms, upgrade expenses for studios and suites are not an allowable reimbursement expense;

g. Tips for service, i.e. meals, and parking greater than 20% are not an allowable reimbursement expense; and

h. Profit mark-ups are not allowable expense on other direct or incidental expenses.

ARTICLE IV. TERM

The term of this Agreement shall be from **February 28, 2023 until February 29, 2024**, unless the Project is completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

MDC may terminate this Agreement at will for no or any reason upon giving at least one-hundred eighty (180) days' written notice to COMPANY. The parties to this Agreement understand and agree that it is in MDC's sole discretion to cancel the Agreement during the term of the Agreement without penalty to MDC. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of MDC. The issue on whether or not to grant consent to an assignment is in the sole discretion of MDC.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("*Instruments of Service*"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of MDC and shall be delivered to MDC, without restriction, except that COMPANY may make copies of any and all Instruments of Service for its files. MDC shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of MDC; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between MDC and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of MDC. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. MDC does not have the power to direct the order in which the

work is done. MDC shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

COMPANY shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name MDC as an additional insured and waive subrogation in favor of MDC.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-hired vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name MDC as an additional insured and waive subrogation in favor of MDC.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of MDC.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of MDC. All insurance required pursuant to this Agreement, except for Workers'

Compensation Insurance, shall name MDC as an additional insured on a claims occurred basis. MDC shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of MDC and policies that name the MDC as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of MDC. MDC shall not be required to provide any insurance whatsoever pursuant to this Agreement.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

Nothwithstanding any contrary provision contained herein, MDC's Executive Director, in his/her sole and absolute discretion, may modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST MDC REGARDING THE AWARD OF ATTORNEY FEES THAT IS IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE

TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, *ET SEQ*., AS AMENDED), THAT COMPANY AGREES TO (i) WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED AND (ii) ASSUME COMPLETE FINANCIAL RESPONSIBILITY FOR AND PAY ALL ATTORNEY FEES AND ASSOCIATED COSTS INCURRED IN GOOD FAITH BY MDC IN MDC'S CONTESTING OF THE LEGAL ACTION OR PROCEEDING BROUGHT BY COMPANY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL (i) RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT AND (ii) ASSUMPTION OF A FUTURE OBLIGATION IN THE EVENT THAT COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING AGAINST MDC 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 JUDGEMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDMED). COMPANY ACKNOWLEDGES THAT COMPANY UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN COMPANY AND MDC. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY ACKNOWLEDGES THAT COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

MDC's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR MDC'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ALL OF MDC'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN

THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ALL OF MDC'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF MDC, MDC'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT SHALL INDEMNIFY AND SAVE MDC HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN MDC SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL

DEFEND, INDEMNIFY AND SAVE HARMLESS MDC AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XV. GENERAL PROVISIONS

A. Waiver. No waiver by MDC of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to MDC: Executive Director
Midland Development Corporation
200 N. Loraine, Suite 610
Midland, Texas 79701

If to COMPANY: InterFlight Global Corporation
1434 Spruce Street, Suite 100
Boulder, Colorado 80302

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the MDC Chairman, or any other reasonable official of MDC, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within ninety (90) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the MDC Chairman within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. MDC reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if MDC has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable. The provisions of this Section shall survive the termination of this Agreement.

J. Prompt Pay Act. MDC and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive governmental immunity.

K. Compliance. COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local

Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to MDC for the duration of the contract; (ii) promptly provide to MDC any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of MDC; and (iii) on completion of the Agreement, either (a) provide at no cost to MDC all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to MDC.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to

this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on MDC is hereby made void and of no force or effect. MDC's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. COMPANY agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, *et seq*., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Pages Follow]

EXECUTED by the duly authorized officials of the Parties as of the day and year first above written.

MIDLAND DEVELOPMENT CORPORATION

_____
Chase Gardaphe, Chairman

ATTEST:

_____
Jill Pennington, Secretary

[Signature Page Follows]

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20__, personally appeared, _____ of _____, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

_____

Notary Public, State of _____



MIDLAND AIR & SPACEPORT BUSINESS PARK DEVELOPMENT

HIGH SPEED AEROSPACE TRANSPORTATION WORKSHOPS & FAM TRIPS

MASTER, BUSINESS AND MARKETING PLANS

~ CONTRACT RENEWAL 2023 ~

Wednesday, January 18th, 2023

Presented to: Mrs. Sara Harris, Executive Director, Midland Development Corporation

InterFlight Global

Intelligent Aviation & Aerospace Solutions

Wednesday, January 18th, 2023

Mrs. Sara Harris, Executive Director
Midland Development Corporation
200 N. Loraine, Suite 610
Midland, TX 79701

Dear Mrs. Sara Harris:

InterFlight Global Corporation (IFG) is pleased to present you with this contract renewal proposal for the year 2023. We are ready, willing, and able to continue augmenting the MDC's Aerospace and Defense economic industries development efforts including all actions and activities required to effectively select, attract, retain, and grow the existing pool of high-quality aerospace tenants as lessees, developers and investors of the available space(s), land and properties at the Midland Air and Spaceport and environs. It is a pleasure, honor and privilege working for the MDC with your leadership, support, and guidance.

This renewal proposal will be complemented by IFG's regular and year end 2022 briefings with highlights of some of our most important accomplishments for 2022, and the strategic forecasts of the follow-on activities envisioned to succeed in the tasks proposed for the Midland Air and Spaceport Business Park and environs in 2023.

Our highly specialized knowledge, experience, participation and leadership in the Aerospace and Defense industries and complexes, is the key to our successful promotion, marketing, and economic impact of incoming companies to the Midland Air and Spaceport.

Our day-to-day activities in the Aerospace and Defense industrial ecosystem allows us to identify, attract and assist the MDC to close deals with selected tenants to come to and grow in Midland insourcing jobs, CAPEX and producing important direct, indirect, and induced economic impacts the mid and long term. Our unique "consultative-brokerage" methodology for economic and business development involves cost effective "inbound" prospects visits (Familiarization (FAM) Trips), strategic structuring of their relocation plans and all insights and arguments to induce leases.

The existing prospect tenant pipeline is robust and growing from month to month. Importantly, existing tenants, and potential new ones, are bringing their relationships with them, e.g., strategic partners, vendors, suppliers and clients to the Familiarization trips, workshops, and meetings, as well as at trade shows and industry events. For example, our newest tenant Firehawk Aerospace, has brough the Spaceport to the attention of Raytheon, Draper Technologies, and the US DOD at many levels. Also, Firehawk Aerospace has brought to Midland, Houston's premier aerospace and defense private funding and incubator-maker space powerhouse Capital Factory. We expect their familiarization visits of 2022 to yield great results for new incoming companies and for the companies already established in Midland. We are very optimistic about the growing relationship with the NASA Johnson Space Center, and with Spaceport America after their familiarization visits to Midland in 2022.

IFG applauds and welcomes the newly acquired parcel of circa 300 acres of land at the Spaceport, to accommodate prospect tenants and potential tenants.

In summary, the Spaceport forecast for the Business Park Phase I is on track, and IFG is extremely confident and optimistic that the Spaceport Business Park will grow even more as an Aerospace and Defense industrial complex financial, economic and diversification asset to the City of Midland. At IFG, we have domestic and international reach in both the public and private segments of both the air and space transportation and defense industries. Very importantly for this project, we understand the Midland Air and Spaceport competitive edge very well and are set to attract new companies, and together with the MDC, we can maximize Midland's competitive edge aligning public and private funding, economic and business development.

We are fully involved in and engaged with these fast-evolving sectors and prepared to apply our expertise to your needs.

For the project, our Professional Fees are (Exhibit A):

1. STRATEGIC-BUSINESS PLAN REVIEWS AND UPDATES - $19,500
2. FAMILIARIZATION (FAM) TRIPS (MINIMUM 3) - $35,000
3. MDC REPRESENTATION YEAR-ROUND - $35,000
4. HIGH SPEED AEROSPACE TRANSPORTATION (HSAT) WORKSHOP - END OF YEAR - $70,000

$159,500 total (contract length of 12 months: February 2023 through January 2024), excludes travel costs. The project will be billed in four (4) bi-monthly stages of $39,875 each.

Thank you for the opportunity to submit this proposal. We look forward to continuing work on this important "momentum building" and financial climb for the Spaceport and the Spaceport Business Park.

Midland Spaceport, we are building success upon success!

Sincerely,



Oscar S. Garcia, Chairman & CEO

InterFlight Global Corporation

PACKET 10.21 February 28, 2023

EXHIBIT A. FIXED FIRM PRICE OVERVIEW – ALL ELEMENTS

Project Task List and Price:

PROJECT NAME: MIDLAND AIR AND SPACEPORT BUSINESS DEVELOPMENT		
	PROJECT ACTIVITY	**FIXED FIRM PRICE**
Element 1	**STRATEGIC-BUSINESS PLAN REVIEWS AND UPDATES**	**$19,500**
1.1	Marketing, Communications and Economic Development Plan Execution	
1.2	Spaceport Strategic and Business Plan Aligned with Midland Airport Master Plans	
1.3	Workshop Design / Integration MAF Master- W/Master, Business & Marketing Plan	
Element 2	**FAMILIARIZATION (FAM) TRIPS (MINIMUM 3)**	**$35,000**
2.1	Fam Trips to bring potential tenants, businesses and relationships to the Spaceport Business Park	
2.2	Organization and execution of Fam Trips	
2.3	Identification, Selection, Capture and Closing of new Tenants and Customers for Spaceport and Business Park	
2.4	Three to four Fam Trips per year, with multiple invitees each, 3-day span	
2.5	Follow ups from Fam Trips- Retention and Closing support to MDC	
Element 3	**MDC REPRESENTATION YEAR-ROUND**	**$35,000**
3.1	Multiple Trips to represent MDC, e.g. Commercial Spaceflight Federation in Washington DC	
3.2	Strategic Relationships Building- Economic Development (Tenants)	
3.3	Strategic Relationships Building-Regulatory, Legislative and PPP (CSF, GSA, FAA, DOT/C/D, Lobbying support)	
Element 4	**HIGH SPEED AEROSPACE TRANSPORTATION (HSAT) WORKSHOP**	**$70,000**
4.1	Organization, arrangement and execution of HSAT Workshop	
4.2	Alignment with MAF General Business Dev Mission/Vision/Values Statements	
4.3	Workshop Design and Integration MAF Master-Business Plan	
4.4	Workshop Contents-Leading to sales, leasing and investment in MAF	
4.5	Workshop Marketing Collaterals, Promotion and PR	
4.6	Final Preparations-Logistics	
4.7	Post Workshop Reports and Materials to Attendees and MAF, and Follow Ups	
4.8	Meetings/Workshop Delivery	
4.9	Production Costs - e.g. year-round marketing/strategic alignment with MDC interests, paid travel for key influencers, thought leaders and guest speakers to enhance the event	
4.10	Marketing, Communications and PR Costs-Included	
TOTAL COST		**$159,500**

Project Leader

Oscar S. Garcia



Oscar S. Garcia is the founding Partner, Chairman and CEO of InterFlight Global Corporation (IFG), an international aerospace, aviation and space expert consulting firm in business since 1992. At the firm, he serves clients as a Senior Consultant, Board Advisor and Project Leader in the areas of Private-Public Asset, Properties and Investments Economic Development, Strategic Planning, Finance, Marketing and Strategy. He has over twenty years of experience advising and consulting for Senior Management and Governance Boards of startup companies, joint ventures, public entities-governments and large aerospace conglomerates. His expertise includes, but it no limited to the design, set up, growth and expansion of aerospace, aviation and space related properties, assets and companies.

Oscar serves on the FAA/AST COMSTAC as a full member and Standards Working Group Chairman. He is the Chairman and of the FastForward Group and a UN-ICAO Point of Contact and Space Transportation Leader. In addition, he serves in the Commercial Spaceflight Federation (CSF) Standards, Air & Space Ports and Operations Committees. He has served in the Space Florida Board Advisory Committee, Beacon Council Action Committee Board. He serves on Embry Riddle Aeronautical University's Business School Industrial Advisory Board and Alumni Advisory Council to the President and Board of Trustees.

He is a past (2006-2007) President and current Chairman of the Aerospace Committee for the prestigious Greater Miami Aviation Association (GMAA) Board of Directors. The GMAA is today the dorsal spine of the aviation and aerospace industries socio-economic affairs in Southern Florida.

Registrations:
United Nations International Civil Aviation Organization- ICAO- Office of Outer Space Affairs (UNOOSA) USA Member and Point of Contact Suborbital Space Transportation Learning Group

US Department of Transportation-Federal Aviation Administration-Office of Commercial Space- Advisor-Commercial Space Transportation Advisory Committee (COMSTAC) Member and Chair of the Standards Working Group

Commercial Spaceflight Federation-Industry Standards Technical Committee Member

Chairman, FastForward -Global High-Speed Aerospace Transportation Think Tank (2008-Present)

Greater Miami Aviation Association (GMAA), Board Director-Committee Chair (2004-Present)

Space Florida, Business Development Advisory Committee to the Board (2006-2010)

Embry-Riddle Aeronautical University, Industry Advisory Board, College of Business, Alumni Advisory Board to the President and Trustees (2007-Present)

FAA Airline Transport Pilot License, rated on B747-400, B777 200/300 and SF340B aircraft and flight experience in a variety of simulators and general aviation aircraft

MBA, Embry-Riddle Aeronautical University, 2002

MBA, Embry-Riddle Aeronautical University, 2002

B.S. in Applied Science, Specialization in Aviation Technology and Aerospace Engineering, Thomas Edison State College/San Diego State University, 1995

International Experience

2014-2019 Transportation Research Board (TRB) and United Nations-International Civil Aviation Organization Space Learning Group-Point of Contact and Space Transportation Leader

- TRB member of commercial space, airspace integration-new users and high speed flight committees and research groups
- UN-ICAO's Space Learning Group is a UN-OOSA (Office of Outer Space Affairs) entity charged with the development of future suborbital international space transportation industry 2014-Present Commercial Space Flight Federation (CSF)
- Associate Member and Committee Member; Standards, Air & Space Ports and Operations. CSF is the world's foremost commercial space trade association and an industry leader in front of public and private entities.

2010-2020 FAA-AST COMSTAC Working Groups: Operations, Suborbital Reusable Vehicles, Chairman Safety and Standards Working Group

- Full Committee Member (three terms) and Safety Standards Working Group Chairman in support of the Commercial Space Transportation Advisory Committee to the FAA Administrator; developing the international rulemaking, technical, regulatory, operational and commercial feasibility of suborbital vehicles, infrastructure and commerce chain wide space transportation capabilities.

2010-Present Fast Forward Project-High Speed Flight and Sub/Orbital Transportation Industry Research Group

- Project Member in support of strategic areas of research, economic, business, environmental, political, civic and technological development of the commercial suborbital transportation industry worldwide. The group is broadly supported across the aerospace industry, with key members from flight system providers (both entrepreneurial and traditional aerospace hardware companies), future operators, government agencies, commercial aero Air & Space Ports, academic organizations, and specialist consultants. Members have background ranging from traditional aviation to space applications. Reference: Dr. John Olds, President

2006-2015 Flight Research Associates-NASA AMES

- Board Advisory and Consulting Services for the development of Human Factors, Operational simulations (aircraft and ATC), Air Traffic Control (ATC) systems and technologies in support of commercial suborbital space transportation. Reference: James Miller, President

2008-2010 Space Florida-Miami Dade Aviation Department (MDAD)

- Feasibility Study for a Commercial Aero Air & Space Port in South Florida. References include: Frank DiBello, President, Space Florida; Bernie McShea, VP Business Development, Space Florida; Jose Abreu, Director MDAD; Miguel Southwell, Director Business Development, MDAD; Greg Owens, Director Real Estate and Properties, MDAD

IFG

InterFlight Global

Intelligent Aviation & Aerospace Solutions



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LONDON - MADRID - MIAMI [Head Office] - WASHINGTON D.C. - DUBAI

City Council Meeting

Item Number: 11

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Cristina O. Burns, Director of Community Services

Subject: MOTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $12,000.00 FROM BEST FRIENDS ANIMAL SOCIETY TO ASSIST THE CITY OF MIDLAND ANIMAL SERVICES DIVISION WITH THE FUNDING TO HIRE A LICENSED VETERINARIAN MEDICAL DIRECTOR; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT AND APPROPRIATE SAID GRANT FUNDS (DISTRICT: ALL) (COMMUNITY SERVICES)

Purpose:

Motion authorizing the acceptance of grant funds from Best Friends Animal Society in the amount of $12,000.00 to assist the City of Midland Animal Services Division with the funding to hire a medical director (licensed veterinarian); authorizing the City Manager or his designee to execute all necessary acceptance documents; and authorizing and directing the City Treasurer to deposit and appropriate said grant funds.

Recommended City Council Action:

Approve

Fiscal Impact:

Upon receipt, $12,000.00 will be transferred and appropriated to a grant project.

Discussion:

The City of Midland Animal Services Division is seeking approval for the acceptance of this one-time grant that will be disbursed in a single payment. The goal of this grant is to increase Animal Services' capacity to provide spay/neuter services and basic care to shelter animals to

reduce euthanasia rates by hiring a licensed veterinarian. During the six-month grant period, Animal Services will be required to:
• Hire a licensed veterinarian to provide the services mentioned above.
• Ensure the veterinarian participates in a training provide by Best Friends.
• Promote the partnership with Best Friends, including sending out at least one press release to acknowledge Best Friends and to promote the goal of this grant.
• Provide monthly data reflecting the number of animals serviced, the type of service provided, the breed of the animal, and whether the animal was a shelter of public animal.
• Provide a monthly photo and/or 30-second or more video clip relating to the activities covered by the grant for Best Friends to use.

Attachments:

Midland Animal Services Grant Agreement

Monroe Wallace Jr.

City Manager's Office

Midland Animal Services Grant Agreement

BASIS

Best Friends Animals Society ("Best Friends") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is **No More Homeless Pets**®. Best Friends feels privileged to help save lives by working with network partners and providing financial assistance for specific projects. This document is to clarify in writing the roles that the organizations agree to upon receipt of this one-time financial assistance project.

The City of Midland, Texas ("Recipient"), is a municipal entity that is a part of Best Friends' coalition in Shelter Animals Count (SAC) and is current on monthly reporting of shelter statistics into SAC. Recipient has been selected to receive funding to hire a Medical Director (Licensed Veterinarian) to provide basic care and surgeries at the Midland Animal Shelter. This grant Agreement ("Agreement") will govern the terms of the Grant. The Parties hereby agree to the following terms and conditions as of the date of the last signature below (the "Effective Date").

AGREEMENT

Section 1. Identification of Recipient, Grant Amount and Term

Full Legal Name of Recipient Organization: The City of Midland, Texas ("Recipient")

EIN #: 75-6000608

This is a one-time grant in the amount of: $12,000

The term of this Agreement, unless terminated pursuant to Section 9, will be for a six (6) month period after the commencement of the project (grant period).

Subject to the provisions of the Termination section below, the grant funding will be disbursed in a single payment.

A. Full payment will be paid within thirty (30) days upon receipt by Best Friends of the executed Agreement and IRS Form W9: $12,000

Recipient acknowledges that Best Friends and its representatives have made no actual or implied promise of funding except for the amount specified in this Agreement.

Best Friends will not be obligated to provide any support (financial or otherwise) to Recipient if the offer expires and is automatically revoked.

Section 2. Goals of Project and Use of Grant Funds

The purpose of the funding is for Recipient to fund the Medical Director (licensed veterinarian) position for six (6) months from the commencement of the Project. The goal of the Project is to increase Recipient's capacity to provide spay-neuter services and basic care to animals in the care of Recipient in an effort to reduce shelter euthanasia.

During the Grant Period, Recipient agrees to:

1. The recipient agrees to hire a Medical Director (Licensed Veterinarian) to provide services for animals in the care of Recipient.

2. If designated, Recipient will ensure the Medical Director participates in a Veterinarian Medicine training provided by Best Friends.

3. Promote the partnership between the Recipient and Best Friends Animal Society.

4. The recipient agrees to provide monthly data (as designated in Section 3) that reflects the number of animals serviced, type of service, by breed of animal (dog or cat), and identifying if it was a shelter or public animal. A monthly shelter report produced by the current shelter software reflecting intake, outcomes and save rate must be submitted monthly.

Section 3. Project Reporting Requirement

Recipient agrees to submit to Best Friends' South-Central Senior Strategist (Paula Powell) paulap@bestfriends.org) data of the number of animals serviced as a result of this grant. The data is to be submitted every month after the commencement of the Project for six (6) months. A final report cumulating the data from the project is to be submitted at the end of the grant period at six (6) months.

Recipient agrees to provide to Best Friends, via email to the contact address provided by Best Friends, with a minimum of one (1) unique still photo and/or video clip of no less than 30 seconds in length, in a format suitable for posting on social media platforms or websites (with the specific digital format mutually agreed upon by the parties) relating to events or activities associated with the Project at least once per month during the term of this Agreement (the "Publicity Materials"). Recipient grants Best Friends the right to use the Publicity Materials in any manner Best Friends deems appropriate in perpetuity and warrants to Best Friends that it has received any permissions needed to grant such right.

Recipient will be required to send out one (1) press release, acknowledging the participation of Best Friends, to promote the Project.

Section 4. Project Branding Terms and Promotion

Recipient shall cooperate with Best Friends regarding the promotion of the Project.

Both parties may issue reports or statements to its members, the media, and the public about the funded project. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts.

Recipient shall use commercially reasonable efforts to provide Best Friends with the opportunity to photograph, video, and audio record events related to the Project and use such materials for publicity purposes, consistent with Recipient's policies and procedures for such event(s) during the term of this Agreement. Recipient grants to Best Friends the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by Best Friends or its employees, contractors, or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by Best Friends in its sole discretion including for identification purposes, to promote or report about Best Friends events, activities, and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the end of the grant period.

Recipient further agrees not to make any claim against Best Friends or its employees, contractors, or agents for the use of these photographs, videos or digital image or voice recordings. Recipient understands this Agreement releases and forever discharges Best Friends from any liability to Recipient, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

Recipient shall reasonably cooperate with Best Friends network staff, volunteer team leaders, and news or magazine writers in the production of such news content. Recipient agrees to cooperate with Best Friends and facilitate promotion of the Project through the Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets.

Neither party may use each other's logos, trademarks, or other intellectual property without express permission.

Section 5. Recipient Representations and Warranties

Recipient represents and warrants as follows:

- Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate the same;
- The individual signing this Agreement on behalf of Recipient is duly authorized to do so.

Section 6. Financial Assistance Restrictions

In addition to abiding by the requirement that the funds be used in furtherance of the Project, Recipient specifically agrees that no portion of the funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Section 7. Default and Termination

Termination by Recipient. Recipient may terminate this Agreement upon written notice to Best Friends in the event of the following events of default and where Best Friends fails to cure said default within 14 calendar days after receipt of notice thereof:

(i.) By its actions or statements, Best Friends materially harms Recipient in its reasonable judgment; or
(ii.) Best Friends files for bankruptcy, or sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a non-profit corporation.

Termination by Best Friends. Best Friends may terminate this Agreement upon written notice to Recipient in the event of the following events of default within 14 calendar days after receipt of notice thereof:

(i.) Recipient fails to carry out their obligations as set out within this Agreement, including, as within the reasonable judgment of Best Friends, failing to carry out the Project in the spirit in which it is entered and with the goal of saving as many animal lives as possible; or
(ii.) By its actions or statements, Recipient materially harms the reputation of Best Friends, as determined by Best Friends in its reasonable judgment.

Best Friends may immediately terminate this Agreement without penalty or any further obligation upon written notice to Recipient in the event that Best Friends determines that it lacks the financial ability to continue to support the Project.

In the event that this Agreement is terminated by either party, Best Friends will not be obligated to provide any installment payments that are not yet due.

Notwithstanding any contrary provision contained herein, Recipient may terminate this Agreement at will for any or no reason and without penalty to Recipient upon (i) giving Best Friends at least thirty (30) days written notice and (ii) repaying the total amount of grant funding received by Recipient, without interest, during the term of this Agreement. The parties understand and agree that it is in Recipient's sole discretion to terminate this Agreement pursuant to the provisions of this paragraph, and Best Friends has no expectation, nor has received any guarantee that Recipient will not terminate this Agreement before the end of the term. All work and services contemplated in this Agreement shall be suspended upon the termination of this Agreement becoming effective.

Section 8. Non-Disparagement

Recipient agrees not to disparage Best Friends during the funded project and for three years following the last disbursement from Best Friends to Recipient.

Section 9. Release

Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against Best Friends relating to the funded project and its receipt of financial assistance funds. Recipient agrees Best Friends and its directors, officers, employees, representatives, agents, successors, and assigns are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the Project or participation in the network. Recipient and its directors, officers, employees, representatives, agents, successors, and assigns hereby release Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from or related to the Agreement, the Project, Recipient's participation in the Best Friends network, and any work or activities related thereto, including, without limitation, any liability for bodily injury, personal injury, illness, death, property damage or other damage or loss of any kind or nature whatsoever, direct or indirect, known or unknown. Recipient understands this Agreement discharges Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or

other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this project and the Best Friends network.

Section 10. No Third-Party Beneficiaries

Nothing in this Agreement shall be construed to give any person or entity other than the parties to this Agreement any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties hereto.

Section 11. Survival of Terms

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this Agreement are perpetual. The releasees perpetual. The Non-Disparagement clause survives for three years following the last disbursement from Best Friends to Recipient.

Section 12. Proprietary Information

Recipient acknowledges and agrees that the following constitute "Proprietary Information": any secret or proprietary information relating directly to Best Friends business, including, but not limited to, the Best Friends network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of Best Friends. It is not anticipated that Recipient will have access to Best Friends' proprietary information as a result of this Agreement. Nonetheless, Recipient acknowledges and agrees that in the event Recipient learns of or comes into possession of any Best Friends' proprietary information without the consent of Best Friends, Recipient will notify Best Friends and return said information. Recipient agrees that it will not use, supply or disclose any Proprietary Information it happens to learn of to any third party.

Notwithstanding the foregoing or any conflicting provision contained herein, Best Friends acknowledges and agrees that Recipient is subject to the requirements of the Texas Public Information Act and that this Agreement does not affect, limit, or modify Recipient's obligation to comply with the Texas Public Information Act (the "Act") or any ruling/decision of the Texas Attorney General. Recipient's compliance with the Act shall not constitute a breach of this Agreement, regardless of whether any disclosure of Proprietary Information is authorized by Best Friends.

Section 13. Additional Grant Funding and Requirements

As set forth above, Recipient acknowledges and agrees that, unless specifically provided in this Agreement, Best Friends and its representatives have made no actual or implied promise of any additional grant funding. At the sole discretion of Best Friends, Recipient may be selected to receive an additional monetary grant from Best Friends during the Grant Period of this Agreement. In such event, the Parties will mutually agree in writing upon any additional reporting or other obligations Recipient will have associated with such grant funds. Recipient will be informed if grant funds will be disbursed using a schedule and will be subject to Recipient meeting specific reporting or other obligations. Any such additional grant funds must be used for the purposes agreed to by the Parties. The provisions of this Agreement will apply in connection with all uses of any grant funds provided by Best Friends during

the Grant Period of this Agreement, unless Recipient and Best Friends have entered into a separate agreement specifically related to such grant.

Section 14. Other Terms

These contract terms bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient expressly agrees that the release contained in this Agreement is intended to be as broad and inclusive as permitted by law. Recipient agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. This is the entire Agreement between the parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency or joint venture between Best Friends and Recipient. Neither party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither party has authority to bind the other to any contractual or other Agreements and in no event shall either party represent or hold itself out as acting on behalf of the other party hereto.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas without regard to conflict of laws or rules that would direct application of the laws of another jurisdiction. Exclusive venue for any claim, suit, or any other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

[*The remainder of this page is left intentionally blank. The signature page follows.*]

By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Agreement.

City of Midland, Texas

By:

Name: Robert Patrick

Title: City Manager

Date: February 11, 2023

Best Friends Animal Society

By:

Name: Paula Powell

Title: South-Central Senior Strategist

Date: December 9, 2022.

City Council Meeting

Item Number: 12

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: RESOLUTION APPROVING THE TRANSFER FROM COG OPERATING, LLC ("OPERATOR") TO WINN RESOURCES, LLC ("TRANSFEREE") OF ALL OF OPERATOR'S OIL AND GAS WELL PERMITS AND ROAD REPAIR AGREEMENTS ASSOCIATED WITH OPERATIONS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, AND SECTION 26, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

Resolution approving the transfer of the Oil and Gas Well Permit's and Road Repair Agreement issued to COG Operating LLC (Current Operator) located in Section 1, Block X, H.P. Hilliard, Survey, City and County of Midland, Texas and Section 26, Block 40, T-1-S, T&P Survey, Midland County, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

A letter requesting transfer of permit and road repair agreement from COG Operating LLC ("COG") and Winn Resources, LLC ("Winn") has been received. Winn has provided the necessary instruments required for transfer of permits operated by COG and agrees to be bound by the terms and conditions of the current Oil and Gas Well Permits and Road Repair Agreement.

Attachments: Letter COG Operating LLC / Winn Resources, LLC Request with exhibits; G; Exhibit Map-Overview Well locations.

Morris William Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE TRANSFER FROM COG OPERATING, LLC ("OPERATOR") TO WINN RESOURCES, LLC ("TRANSFEREE") OF ALL OF OPERATOR'S OIL AND GAS WELL PERMITS AND ROAD REPAIR AGREEMENTS ASSOCIATED WITH OPERATIONS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, AND SECTION 26, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

WHEREAS, Operator has made a written request to the City of Midland that the transfer to Transferee of all of Operator's oil and gas well permits and road repair agreements associated with operations located in Section 1, Block X, H.P. Hilliard Survey, and Section 26, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, be approved by the City; and

WHEREAS, the City Council finds it to be in the public interest to approve Operator's transfer to Transferee of said oil and gas well permits and road repair agreements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That Operator's transfer to Transferee of all of Operator's oil and gas well permits and road repair agreements associated with operations located in Section 1, Block X, H.P. Hilliard Survey, and Section 26, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, is hereby approved.

SECTION TWO. That all terms and conditions of said oil and gas well permits and road repair agreements shall remain in full force and effect, and Transferee shall be bound by said terms and conditions.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

January 26, 2023

Mr. Ron Jenkins, Oil & Gas Coordinator - Code Administration Division
300 N. Loraine, Suite 310
Midland, Texas 79702

RE: Ownership and Operator Transfer – Exhibits Attached

Dear Mr. Jenkins,

Winn Operating, LLC and affiliates ("WINN") and COG Operating LLC and RSP Permian, LLC collectively, ("COG") entered into a Purchase and Sale Agreement, dated effective August 1, 2022 and executed January 26, 2023 which provides that COG shall convey to WINN all of COG's rights, title and interest in the Wells (and related properties) located in the City of Midland in the attached exhibit.

In connection with the proposed acquisition, Winn Operating, LLC will become the operator of the Wells effective February 28, 2023. WINN has the proper bonding and insurance in place to operate within the City of Midland. Enclosed please find WINN's certificate of insurance and letters of credit.

WINN hereby respectfully requests that the Midland City Council ("Council") approve the proposed transfer of operatorship and permits for the Wells and Rights-of-Way listed in Exhibit A and B from COG to Winn Operating, LLC effective February 28, 2023.

COG has agreed to transfer all operations and permits for the Wells and Rights-of-Way described on Exhibit A and B to Winn Operating, LLC (subject to the Exchange Agreement and Council approval). As evidenced by COG's joinder in the execution and delivery of this letter. Winn Operating, LLC has agreed to assume (subject to the Exchange Agreement and Council approval) such operations and permits and all related obligations

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Signature: _____
Name: Kass A Copelin
Title: CEO
Company: Winn Operating, LLC

25700 I-45 Suite 4019A | The Woodlands, TX 77386 | p. (281) 783-8866

COG agrees to transfer all operations and permits pertaining to the wells in Exhibit A (subject to Council approval) to WINN, and WINN agrees to assume (subject to Council approval) such operations and permits and all related obligations, as evidenced by WINN's execution and delivery of this letter. COG shall convey to WINN all of COG's rights, title and interest in the Wells (and related properties) located in the City of Midland in the attached exhibit.

Signature:_____
Name: Brian C. Levea
Title: Attorney-In-Fact
Date: January 26, 2023
Company: COG Operating LLC

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EXHIBIT A - Attached to Request for change of Operator Letter Dated January 10, 2023 from COG Operating LLC to Winn Operating, LLC

PROSPECT	Well Name	API	Location	City Resolution Number	City Permit Date	City Status	Status
Cemetery Prospect	Isbell HZ Unit 114H	42-329-41403	2,416 FNL, 2,300 FEL, Sec 1, Block X, H.P. Hilliard Survey, Midland County, TX	2017-219	8/8/2017	Approved	Producing
Cemetery Prospect	Isbell HZ Unit 115H	42-329-41405	2,416 FNL, 2,270 FEL, Sec 1, Block X, H.P. Hilliard Survey, Midland County, TX	2017-199	7/25/2017	Approved	Producing
Cemetery Prospect	Isbell HZ Unit 116H	42-329-41406	2,416 FNL, 2,240 FEL, Sec 1, Block X, H.P. Hilliard Survey, Midland County, TX	2017-220	8/8/2017	Approved	Producing
Cemetery Prospect	Isbell HZ Unit 117H	42-329-41407	2,416 FNL, 2,210 FEL, Sec 1, Block X, H.P. Hilliard Survey, Midland County, TX	2017-221	8/8/2017	Approved	Producing
Bus Barn Prospect	Bus Barn 2601	42-329-37115	733 FNL, 1905 FWL, Sec 26, Block 40, T1S, T&P Survey, Midland County, TX	2012-006	1/24/2012	Approved	Producing
Bus Barn Prospect	Bus Barn 2602	42-329-37114	600 FNL, 525 FWL, Sec 26, Block 40, T1S, T&P Survey, Midland County, TX	2012-008	1/24/2012	Approved	Producing
Bus Barn Prospect	Bus Barn 2603D	42-329-38618	690 FNL, 1080 FEL, Sec 26, Block 40, T1S, T&P Survey, Midland County, TX	2012-386	11/13/2012	Approved	Producing
Bus Barn Prospect	Bus Barn 26110	42-329-38098	590 FNL, 1040 FEL, Sec 26, Block 40, T1S, T&P Survey, Midland County, TX	2012-387	11/13/2012	Approved	Producing
Cemetery Prospect	Isbell HZ Unit 104D	42-329-39073	2416 FNL, 1472 FWL, Sec 1, Block X, HILLIARD HP Survey, Midland County, TX	2016-232	7/22/2014	Approved	Producing
Cemetery Prospect	Isbell HZ Unit 105H	42-329-39059	2416 FNL, 1522 FWL, Sec 1, Block X, HILLIARD H P Survey, Midland County, TX	2016-233	7/22/2014	Approved	Producing
Cemetery Prospect	Isbell HZ Unit 106H	42-329-39060	2416 FNL, 1572 FWL, Sec 1, Block X, HILLIARD HP Survey, Midland County, TX	2016-234	7/22/2014	Approved	Producing
Cemetery Prospect	Isbell HZ Unit 107D	42-329-39058	2416 FNL, 1622 FWL, Sec 1, Block X, HILLIARD HP Survey, Midland County, TX	2016-235	7/22/2014	Approved	Producing
Cemetery Prospect	Isbell HZ Unit 108M	42-329-40089	2416 FNL, 1838 FWL, Sec 1, Block X, HILLIARD HP Survey, Midland County, TX	2015-171	6/9/2015	Approved	Producing
Cemetery Prospect	Isbell HZ Unit 109LS	42-329-40000	2415.9 FNL, 1873 FWL, Sec 1, Block X, HILLIARD HP Survey, Midland County, TX	2015-173	6/9/2015	Approved	Producing
Cemetery Prospect	Isbell HZ UnR 110W	42-329-40090	2416.1 FNL, 1908 FWL, Sec 1, Block X, HILLIARD HP Survey, Midland County, TX	2015-172	6/9/2015	Approved	Producing
Cemetery Prospect	Isbell HZ Unit 111W	42-329-40110	2416 FNL, 1942.6 FWL, Sec 1, Block X, HILLIARD HP Survey, Midland County, TX	2015-170	6/9/2015	Approved	Producing
Cemetery Prospect	Nickel 101D	42-329-39142	319.6 FNL, 1160 FWL, Sec 1, Block X, HILLIARD HP Survey, Midland County, TX	2014-240	7/22/2014	Approved	Producing
Cemetery Prospect	Nickel 102D	42-329-39143	319.6 FNL, 1210 FWL, Sec 1, Block X, HILLIARD HP Survey, Midland County, TX	2014-241	7/22/2014	Approved	Producing
Cemetery Prospect	Synatschk 100SW	42-329-39478	1577.4 FNL, 1121.5 FEL, Sec 1, Block X, HILLIARD HP Survey, Midland County, TX	2014-424	11/18/2014	Approved	Disposal

19 wells to be transferred at $500 each. Check = $9,500.00

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EXHIBIT B - Attached to Request for change of Operator Letter Dated January 10, 2023 from COG Operating LLC to Winn Operating, LLC

RIGHT OF WAY LICENSES

(1) RW160749000 *(Nickel 101D & 102 D flowlines, electric, & road access to well pads & battery; Consent to assign language (pg 11; Article 3); Next Annual Rental is amount of $6,772.50 due BEFORE 7/23/2023)*

(2) RW165265000 *(Flowlines & tank battery for the Isbell 104WB, 105LS, 106MS, 107WA, 108MS, 109LS, 110 WB, & 111 WA AND flowlines for Isbell 112MS, 113LS, 114WB, 115WA, 116MS, & 117WB; consent to assign language (pg 8; Article C); Next Annual Rental in amount of $3,414.88 is due BEFORE 1/10/2024)*

(3) RW158644000 *(ROW License for 3-4" water poly lines w/in 16" steel casing across a portion of Briarwood Ave; Consent to assign language (pg 12; Article 3); Next Annual Rental in amount of $400.00 is due BEFORE 4/16/2023)*

(4) RW158649000 *(ROW License for 1-4" ("extra") poly & 2-4" polyflow pipelines (production lines FBO of Bus Barn 2611D & Bus Barn 2601D wells) w/in 13 3/8" steel casing - adjacent to Briarwood Ave.; Consent to assign language (pgs 10-11; Article 3); Next Annual Rental in amount of $2,424.20 is due BEFORE 11/14/2023).*

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EXHIBIT C

Check Copy

25700 I-45 Suite 4019A | The Woodlands, TX 77386 | p. (281) 783-8866

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

Community NationalBank

P.O. BOX 3903 MIDLAND, TEXAS 79702 (432) 262-1600

CASHIER'S CHECK 88-1287/1163-1

DATE: January 27, 2023

88894

AMOUNT
$ 9,500.00

**** NINE THOUSAND FIVE HUNDRED AND 00/100****

PAY TO THE ORDER OF: CITY OF MIDLAND

REMITTER: WINN PERMIAN III LLC

MEMO:

Notice to Purchaser - In the event this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

HEAT SENSITIVE RUB AREA TO VERIFY

Rhonda Medellin

Two signatures required over $2,500.00

⑈ 88894 ⑈ ⑆116312873⑆ 1990175⑈

EXHIBIT D

Winn Contact List

	Midland Office	Corporate Office
Address	406 N Big Spring St Midland TX 79701	25700 I-45 Suite 4019A The Woodlands, TX 77386
Office Phone	281-783-8866	281-783-8866
Emergency Contact	**Shawn Putman, Production Foreman** 806-201-1717 Midland, TX 79701 **Jimmie Landreth, Executive VP** 979-966-9413 Midland, TX 79701 **Chuck Morris, Production Foreman** 806-620-0642 Post, TX 79356	**Doug Miller, VP of Operations** 281-721-9856 The Woodlands, TX 77381 **Kass Copelin, CEO** 281-544-0839 The Woodlands, TX 77381

IN AN EMERGENCY CALL 911

City of Midland Services	Address	Phone Number
Police Department	300 N. Loraine Street, 79701	432-685-7100
Fire Department	1500 W. Wall Street, 79701	432-685-7436
Midland Memorial Hospital	400 Rosalind Redfern Grover Pkwy	432-221-1111

Company Personnel	Title	Cell Number	Phone Number
Shaun Putman	Prod. Foreman	806-201-1717	806-201-1717
Chuck Morris	Prod. Foreman	806-620-0642	806-778-2101
Doug Miller	VP Operations	281-382-7136	281-721-9856
Jimmie Landreth	Executive VP	979-966-9413	
Kass Copelin	CEO	806-438-2109	281-544-0839

Service Companies	Area	Address	Phone Number
Sport Environmental	West Texas	502 N Big Spring St, 79701	432-683-1100
Wild Well Control	West Texas	301 Lufkin Road, Odessa, 79765	281-784-4700

EXHIBIT E

Letters of Credit

25700 I-45 Suite 4019A | The Woodlands, TX 77386 | p. (281) 783-8866

EXHIBIT F

Certificate of Insurance

25700 I-45 Suite 4019A | The Woodlands, TX 77386 | p. (281) 783-8866

WINNRES-01 HDUDNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Hannah Dudney	
Alliant Insurance Services, Inc. 1421 Hanz Dr New Braunfels, TX 78130	PHONE (A/C, No, Ext): (830) 387-7019	FAX (A/C, No): (830) 387-7022
	E-MAIL ADDRESS: Hannah.Dudney@alliant.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Markel International Insurance Company Limited	00000
INSURER B : Progressive County Mutual Insurance Company	29203
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Winn Operating, LLC
6 Thundercreek Pl
The Woodlands, TX 77381

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			JCGL103724	2/18/2022	2/18/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG HIRED NONOWNED	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY X Comp Ded $1000 X Coll Ded $1000			956069190	2/18/2022	2/18/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			JUMB103239	2/18/2022	2/18/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0002074057	2/18/2022	2/18/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Control of Well			JCOW102563	2/18/2022	2/18/2023	COC Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability includes blanket additional insured for both ongoing and completed operations as required by written contract. Auto Liability includes blanket additional insured as required by written contract. General Liability, Auto, and Workers' Compensation policies include blanket waiver of subrogation as required by written contract. General Liability policy includes Time Element Pollution Liability with 30 days discovery and 90 days reporting provisions. General Liability is primary/non-contributory as required by written contract. Umbrella is follow form of the underlying General Liability, Time Element Pollution Liability, Auto Liability, and Employer's Liability policies.
Control of Well policy has a COC limit of $2,000,000 and CCC limit of $1,000,000 with $100,000 retentions for COC and CCC. 30 Day notice of cancellation applies as required by written contract.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Midland
P.O. Box 1152
Midland, TX 79702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: WINNRES-01 HDUDNEY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Alliant Insurance Services, Inc.		Winn Operating, LLC 6 Thundercreek Pl The Woodlands, TX 77381
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Certificate holder continued: The City of Midland, the City's officials, employees, agents and officers

The Certificate Holder is listed as an Additional Insured as required by written contract. 30 Day notice of cancellation applies as required by written contract.

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EXHIBIT G

ACKNOWLEDGMENT OF DESIGNATED COMPLIANCE REPRESENTATIVES

1. My name is Kass A Copelin and I serve as Chief Executive Office ("CEO") of Winn Operating LLC. ("Operator").
2. I understand and agree that I am responsible for ensuring compliance with all conditions of the Oil and Gas Well Permit for which Operator has herein applied, along with any applicable laws, regulations, and ordinances by any and all employees, contractors or subcontractors of Operator at the oil and gas Operations site.
3. I further understand that it is my sole obligation in the event I am relieved of these responsibilities, that the name, local address, and telephone number of my replacement will be provided to the City's secretary.
4. Company Compliance Representatives and Emergency Contact Representatives:

	Midland Office	**Corporate Office**
Address	406 N Big Spring St Midland TX 79701	25700 I-45 Suite 4019 The Woodlands, TX 77386
Office Phone	281-783-8866	281-783-8866
Emergency Contact	**Shawn Putman, Production Foreman** 806-201-1717 Midland, TX 79701 **Jimmie Landreth, Executive VP** 979-966-9413 Midland, TX 79701	**Doug Miller, VP of Operations** 281-721-9856 The Woodlands, TX **Kass Copelin, CEO** 281-544-0839 The Woodlands, TX

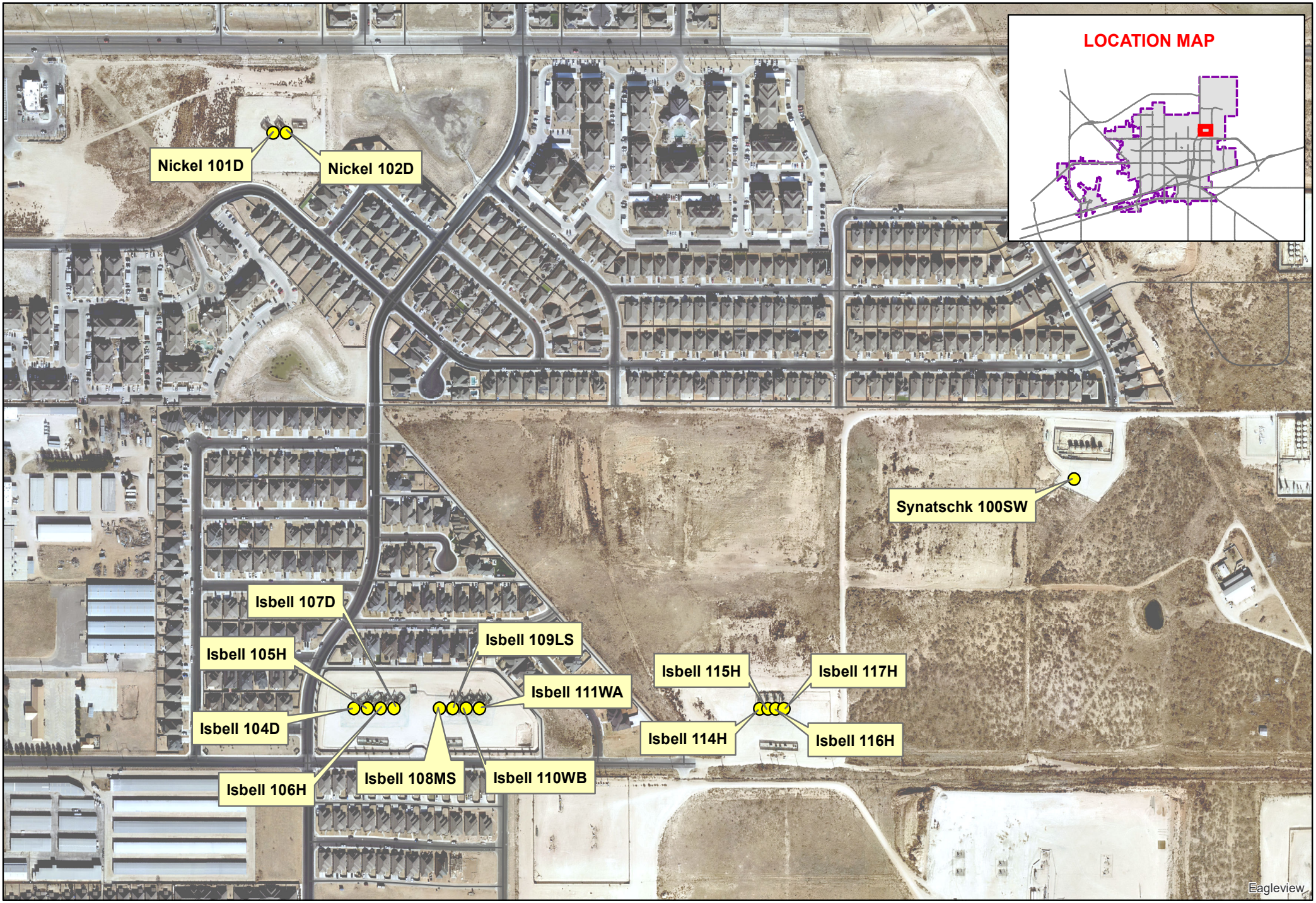
Kass A. Copelin
CEO, Winn Operating, LLC

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 25 day of January, 2023, by Kass A. Copelin, CEO of Winn Operating, LLC, a Texas limited liability company, on behalf of said limited liability company.

CHIFFON ALIS WALKER
My Notary ID # 131817426
Expires December 5, 2026

Chiffon Walker
Notary Public, State of Texas



Date: 2/2/2023

Legend

COG Well

Street

PACKET

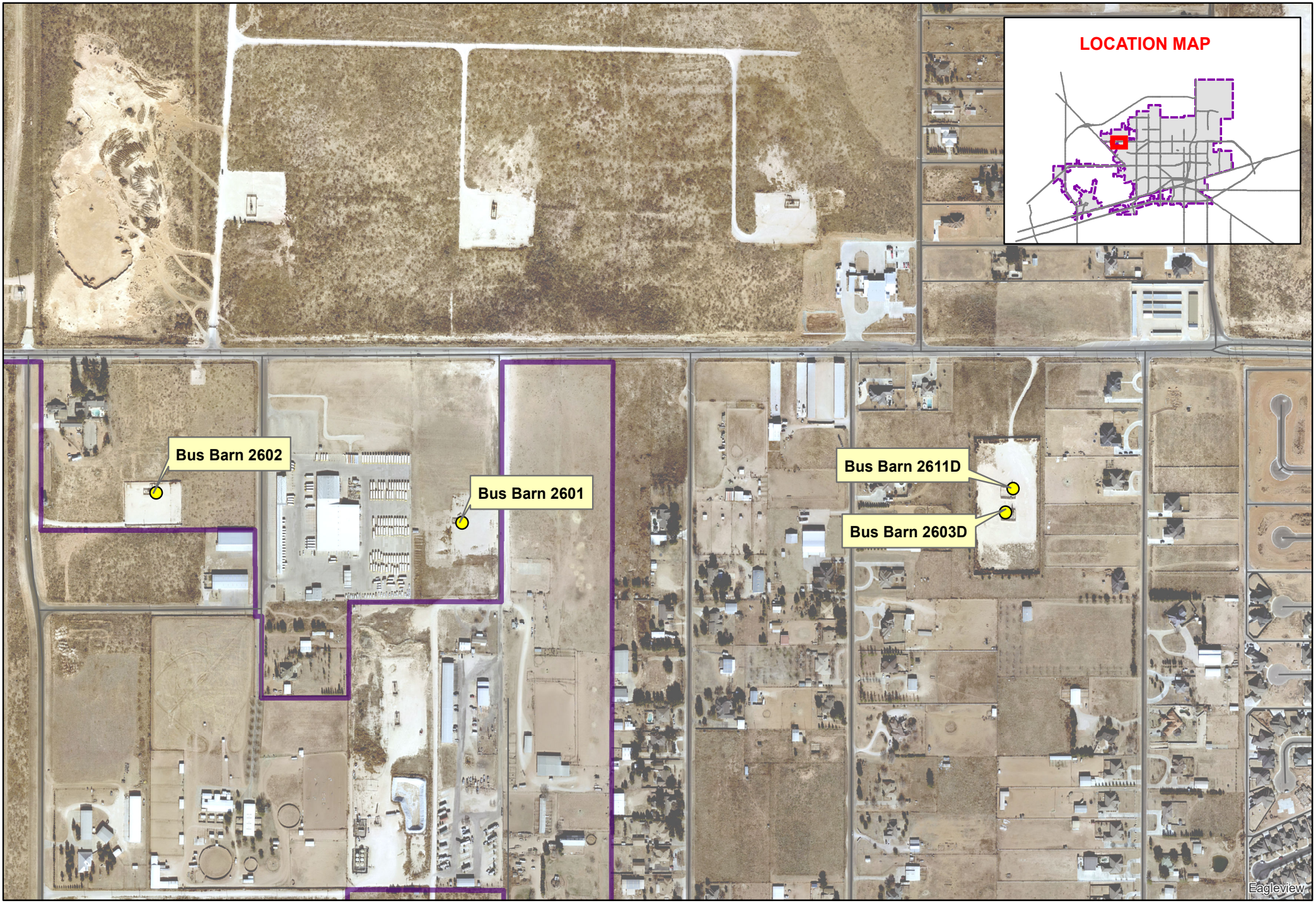
12.18

February 28, 2023

0 150 300 Feet

COG Operating LLC Transferred Well Locations

©THE CITY OF MIDLAND - 2023
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Date: 2/6/2023

Legend

- COG Well
- Street
- City Limits

PACKET 12.19 February 28, 2023

0 150 300 Feet

COG Operating LLC Transferred Well Locations (Con.)

©THE CITY OF MIDLAND - 2023
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

City Council Meeting

Item Number: 13

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION AUTHORIZING THE TRANSFER OF LOT 4, BLOCK 137, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND TO GARY KAHLER MEMORIAL SCHOLARSHIP FUND INC., AS AUTHORIZED BY CHAPTER 253 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE EXECUTION OF AN AFFORDABLE HOUSING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND AND GARY KAHLER MEMORIAL SCHOLARSHIP FUND INC.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY FOR SAID TRANSFER; AND ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT OF CONVEYANCE (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Purpose:

Resolution authorizing the city manager to convey on behalf of the City of Midland, Lot 4, Block 137, Southern Addition City and County of Midland Texas to the Gary Kahler Memorial Scholarship Fund Inc.

Recommended City Council Action:

Approve

Fiscal Impact:

The City Comptroller is hereby authorized and directed to pay for said conveyance of real property in an amount not to exceed $5,000.00 from the Workforce Housing Incentive Project (900304): Lot 4, Block 137, Southern Addition, City and County of Midland, Texas; plus title insurance policies and closing costs.

Discussion:

Resolution authorizing the city manager to convey on behalf of the City of Midland, Lot 4, Block 137, Southern Addition City and County of Midland Texas to the Gary Kahler Memorial Scholarship Fund Inc.; authorizing the city manager to negotiate, execute and file all documents necessary to conveyance of said real property, purchase title insurance policies and hold closings for the said conveyance; authorizing payment for said real property, title insurance policies and closing cost; and ordering the city secretary to record, or ensure that the title company records all instruments of conveyance.

The property is for residential development (1 lot). It will be conveyed to a local nonprofit organization under City, State, and Federal Real Property Acquisition procedures standards.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE TRANSFER OF LOT 4, BLOCK 137, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND TO GARY KAHLER MEMORIAL SCHOLARSHIP FUND INC., AS AUTHORIZED BY CHAPTER 253 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE EXECUTION OF AN AFFORDABLE HOUSING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND AND GARY KAHLER MEMORIAL SCHOLARSHIP FUND INC.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY FOR SAID TRANSFER; AND ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT OF CONVEYANCE

WHEREAS, the City of Midland is the owner of Lot 4, Block 137, Southern Addition, City and County of Midland; and

WHEREAS, the City of Midland has prepared an Affordable Housing Development Agreement with Gary Kahler Memorial Scholarship Fund Inc., a non-profit organization as defined in Chapter 253 of the Texas Local Government Code, as amended, for the purpose of transferring said property to Gary Kahler Memorial Scholarship Fund Inc.; and

WHEREAS, the City Council finds and determines said agreement is for the public purpose of providing affordable housing; and

WHEREAS, the City Council finds it to be in the public interest to transfer said property to Gary Kahler Memorial Scholarship Fund Inc., as authorized by Chapter 253 of the Texas Local Government Code, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, an Affordable Housing Development Agreement with Gary Kahler Memorial Scholarship Fund Inc. and a Quitclaim Deed, or other such instrument of conveyance, as necessary to transfer the City-owned property described herein to Gary Kahler Memorial Scholarship Fund Inc. Said agreement being substantially in the form

attached hereto as Exhibit A. Said Quitclaim Deed being substantially in the form attached hereto as Exhibit B.

SECTION TWO. That the City Manager is hereby authorized and directed to negotiate, execute and file all documents necessary to transfer said property and hold the closings for said transfer at a title company selected by the City Manager.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay for costs associated with the transfer of said property and closing costs in an amount not to exceed $5,000.00 from the Workforce Housing Incentive Project (9000304): Lot 4, Block 137, Southern Addition, City and County of Midland, Texas upon receipt of proper invoice or statement therefor approved by the City Manager.

SECTION FOUR. That the City Secretary is hereby authorized and directed to file, or ensure that the title company files, the instrument of conveyance in the Deed Records of Midland County, Texas. A copy of said instrument of conveyance shall be maintained on file in the City Secretary's Office.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Chuck Harrington, Development Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

AFFORDABLE HOUSING DEVELOPMENT AGREEMENT

This Affordable Housing Development Agreement ("Agreement") is made by and between the **CITY OF MIDLAND, TEXAS**, a home rule municipal corporation ("City") and **GARY KAHLER MEMORIAL SCHOLARSHIP FUND INC.** ("Developer").

W I T N E S S E T H:

I. PUBLIC PURPOSE

The public purpose of this Agreement is to state the terms and conditions by which City shall convey real property to Developer for the purpose of developing single family housing affordable to low income households.

II. CONVEYANCE OF REAL PROPERTY

City agrees to convey certain real property within the City of Midland, Midland County, Texas, for the purpose of improving the lots conveyed and increasing the conditions and value of the surrounding subdivision. The property to be conveyed by City is described as follows:

> **LOT FOUR (4), BLOCK ONE HUNDRED THIRTY-SEVEN (137), SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, an addition to the City of Midland, Midland County, Texas.**

This conveyance of property is executed under the explicit authorization of the City Council of the City of Midland, Texas, and pursuant to authority granted by Texas Local Government Code, Section 253.011 and Section 272.001.

III. TERM OF CONTRACT

The term of this Agreement shall begin March 1, 2023, and end March 1, 2025, unless an extension of time is granted by the City Manager.

IV. INDEMNITY

DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR, OR ON ACCOUNT OF, ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY AN PERSON OR

PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF DEVELOPER OR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR SUBCONTRACTORS, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT. DEVELOPER SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR, OR ON ACCOUNT OF, ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES, WHETHER SUCH ACT OR OMISSION WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE NEGLIGENCE OF DEVELOPER OR ITS OFFICERS, EMPLOYEES, AGENT, CONTRACTOR, OR SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND DEVELOPER SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

DEVELOPER AGREES THAT IT SHALL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF CONTRACTORS, SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, DEVELOPER SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Developer shall perform all work and

services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Developer shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Developer, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Developer. No person performing any work hereunder 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. Developer shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. City does not have the power to direct the order in which the work is done. City shall not have the right to control the means, methods or details of Developer's work. Developer shall assume exclusive responsibility for the work. Developer is entirely free to do the work in its own way.

VI. APPLICABLE LAWS, ORDINANCES

Developer shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and City. Developer hereby agrees as follows:

A. Developer shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

B. Developer shall comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds.

C. Developer shall comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. No officer, employee or board member of Developer shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to Developer of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Developer as an officer, employee, member, or program participant. Developer shall further comply with the conflict of interest provisions of 24 CFR 570.611 and 24 CFR Part 84.

F. Developer shall construct housing that is sold at a final closing cost of no more than $240,000.00. Within fifteen (15) days of selling the property, Developer shall provide proof of the original sale in the form of a closing statement referencing the specific real property sold and the closing costs thereof and any other documents that may be required by City.

G. Developer shall make available to City, as determined by City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through F. Developer shall fully cooperate with City when City monitors the services and work performed under this Agreement, which City may do at any time during the term of this Agreement. Developer shall maintain accounts and records adequate to identify and account for all cost pertaining to the Agreement. These records will be made available to City for federal audit purposes and will be retained for four (4) years after the expiration of this Agreement unless permission to destroy them is granted by City.

H. Developer hereby verifies in accordance with Texas Government Code section 2270.002, that Developer does not boycott Israel and will not boycott Israel during the term of this Agreement.

VII. PROGRAM INCOME

It is agreed and understood that any income generated by Developer as a result of this Agreement will be utilized by Developer and shall not be applied to any of Developer's other entities.

VIII. RECOGNITION OF FUNDING

Developer shall provide recognition of City funding in its procurement announcements. Developer shall post, in a publicly visible location where City assisted activity is provided, an acknowledgment that City is contributing to the project. City will determine if posting is adequate given the scale of City's assisted activity.

IX. PROJECT REPORTS

Monthly status reports are to be prepared by Developer and submitted in a timely fashion to City. A final performance report shall be prepared and submitted promptly after project completion. An inventory of CDBG acquired assets shall be submitted to City, in a form suitable to City, on a monthly basis and at the end of this Agreement.

X. SOVEREIGN IMMUNITY

By executing this contract, City is not waiving its right of sovereign 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 SOVEREIGN IMMUNITY.

XI. ATTORNEY FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §§ 37.001, et seq.), the parties hereto agree to waive any and all rights to recovery of attorney fees to which the prevailing party might otherwise be entitled.

XII. DEFAULT PROVISION

In the event that either Developer or City fails to perform, or is unable to perform substantially its obligations under the terms of this Agreement, the nondefaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Developer and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or City and Developer have not agreed within such time upon a solution to the default, the nondefaulting party may, at its option, pursue any remedies at law or in equity.

In any event this Agreement may be terminated by the mutual consent of Developer and City in writing.

III. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, DEVELOPER HEREBY RELEASES, RELINQUISHES, ACQUITS AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH DEVELOPER 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.

XIV. 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.

XV. AUTOMATIC REVERSION

Developer and City explicitly agree that this conveyance complies with the conditions of Texas Local Government Code, Section 253.011 and Section 272.001. If, for any reason, Developer at any time fails to use the property for the public purpose in the manner for which it was conveyed, the property shall automatically revert to City. Developer acknowledges and agrees that the instrument by which City transfers the property to Developer shall include a provision that:

A. Requires Developer to use the property in a manner that primarily promotes a public purpose of City; and

B. Indicates that ownership of the property automatically reverts to City if Developer at any time fails to use the property in that manner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the _____ day of _____, 2023.

CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Chuck Harrington, Director of
Development Services

APPROVED AS TO FORM:

_____
John Ohnemiller, City Attorney

FUND INC.

By:_____

Name:_____

Title:_____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this _____ day of _____ personally appeared _____, an officer of GARY KAHLER MEMORIAL SCHOLARSHIP FUND INC., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

_____
Notary Public, State of Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MIDLAND §

I.

That the undersigned, CITY OF MIDLAND, TEXAS, a home-rule city organized under the laws of the State of Texas (**"Grantor"**), whether one or more, for and in consideration of the sum of TEN AND NO/100TH DOLLARS ($10.00) in hand paid by Grantee herein named, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has QUITCLAIMED, and by these presents does QUITCLAIM unto GARY KAHLER MEMORIAL SCHOLARSHIP FUND INC. (**"Grantee"**), whether one or more, the real property (the **"Property"**) described as follows:

LOT FOUR (4), BLOCK ONE HUNDRED THIRTY-SEVEN (137), SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, an addition to the City of Midland, Midland County, Texas.

II.

BY EXECUTING THIS QUITCLAIM DEED, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY **"AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED BEING MADE BY GRANTOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE**. GRANTEE ACKNOWLEDGES THAT GRANTEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY GRANTOR WITH RESPECT TO THE CONDITION OF THE PROPERTY, BUT IS RELYING UPON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE ALSO RECOGNIZES BY AGREEING TO PURCHASE THE PROPERTY **"AS IS"** THAT GRANTEE AGREES TO MAKE GRANTEE'S OWN APPRAISAL OF THE PROPERTY AND TO ACCEPT THE RISK THAT GRANTEE MAY BE WRONG. GRANTOR GIVES NO ASSURANCES, EXPRESS OR IMPLIED, CONCERNING THE VALUE OR CONDITION OF THE PROPERTY SOLD. IN NO EVENT SHALL GRANTEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. GRANTEE HEREBY TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THE PROPERTY IS ACCEPTED **"AS IS"** AND **"WITH ALL FAULTS,"** EXCLUDING EXPRESS OR IMPLIED WARRANTIES.

III.

Grantee acknowledges and agrees that in accordance with Section 253.011 of the Texas Local Government Code and that certain Affordable Housing Development Agreement between Grantor and Grantee regarding development of the Property, the ownership of the Property automatically reverts back to Grantor in the event Grantee at any time fails to use the Property to promote the public purpose of Grantor by constructing affordable single-family housing. Further, the ownership of the Property automatically reverts back to Grantor on March 1, 2025 should Grantee fail to develop the Property in accordance with the terms of that certain Affordable Housing Development Agreement.

IV. RELEASE

NOTWITHSTANDING ANY OTHER CONTRARY PROVISION CONTAINED HEREIN, GRANTEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES GRANTOR, GRANTOR'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH GRANTEE 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 GRANTOR'S NEGLIGENCE.

V. INDEMNITY

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND GRANTOR AND ALL OF GRANTOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF GRANTEE, ITS AGENTS OR EMPLOYEES, OR ANY CONTRACTOR OR SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, GRANTEE'S USE OF, OR ACTIVITIES ON, THE PROPERTY, AND GRANTEE SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST GRANTOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

VI.

Grantor hereby reserves and excepts from the conveyance contemplated hereby all rights, title and interest in all oil, gas and other minerals of any kind whatsoever owned by Grantor in, on and under the Property whether Grantor's rights are presently vested, future or contingent.

VII.

TO HAVE AND TO HOLD all of the above described property and premises unto Grantee, and Grantee's heirs, administrators, executors, successors and/or assigns forever; so that neither Grantor nor Grantor's heirs, administrators, executors, successors and/or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

[END OF TEXT]

GRANTOR:

CITY OF MIDLAND, TEXAS, a home-rule city organized under the laws of the State of Texas

_____

By: Robert Patrick, City Manager

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT PATRICK, City Manager of the City of Midland, Texas, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same and for the purposes and consideration therein expressed an in the capacity therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2023.

_____

Notary Public in and for the State of Texas

GRANTEE:

GARY KAHLER MEMORIAL SCHOLARSHIP FUND INC.

By:_____

Printed Name:_____

Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of Gary Kahler Memorial Scholarship Fund Inc. known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same and for the purposes and consideration therein expressed an in the capacity therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2023.

_____
Notary Public in and for the State of Texas

City Council Meeting

Item Number: 14

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Adrian Acosta, Manager, Engineering (Development)

Subject: **Motion approving a request by Magrym Consulting, Inc., to defer paving and sidewalk improvements for Morningside Addition, Section 8, and to waive the corresponding financial security guarantee valued at $53,151.00, an amount equal to the estimated cost to construct the public infrastructure. The subject property is generally located west of N Main Street and south of Humble Avenue. The property is within the corporate limits of the City of Midland (DISTRICT 2) (ENGINEERING SERVICES)**

Purpose:

Motion approving a request by Magrym Consulting,Inc., to defer paving and sidewalk improvements for Morningside Addition, Section 8, and to waive the corresponding financial security guarantee valued at $53,151.00, an amount equal to the estimated cost to construct the public infrastructure. The subject property is generally located west of N Main Street and south of Humble Avenue. The property is within the corporate limits of the City of Midland.

Recommended City Council Action:

Deny

Fiscal Impact:

Water Distribution $ 0.00
Wastewater Collection $ 0.00
Paving $ 47,251.00
Sidewalk $ 5,900.00
Drainage $ 0.00

Total Value of Deferral $ 53,151.00

Discussion:

Morningside Addition, Section 8 is proposed as a 0.54-acre subdivision. The two-tract subdivision is located southwest corner of the intersection of Main Street and Humble Avenue, within the corporate limits of the City of Midland.

Magrym Consulting Inc., on behalf of the developer, Schumann Engineering, has requested to defer paving and sidewalk improvements, and waive the corresponding financial security guarantee, which is equal to 100% of the developer's portion of the construction costs. The developer is not requesting to defer the drainage study. A drainage study will be required.

Paving:
Humble Avenue is not currently constructed to City of Midland standards along the frontage of the proposed development. Due to Humble Avenue only having 30-ft of Right-of-Way, a standard City street would not be feasible. Magrym Consulting is proposing a 24-ft wide inverted street section, due to the Right-of-Way restrictions, that will be designed in the same fashion as an alley in accordance with City of Midland Standards. Magrym Consulting is requesting to defer paving improvements along this stretch of Humble Avenue. It is the opinion of Engineering staff to disapprove the deferral of pavement but approve the deferral of curb & gutter so that Humble Avenue functions as an alley. The staff recommendation is to have the developer provide the $47,251.00 security, minus the curb & gutter, for paving improvements along the platted frontage of Morningside Addition, Section 8.

Sidewalk:
Humble Avenue is not currently constructed to City of Midland standards along the frontage of the proposed development. Due to Right-of-Way restrictions, a standard 5-ft City sidewalk would not be feasible. Magrym Consulting is requesting to defer sidewalk improvements along this stretch of Humble Avenue. Sidewalks are typically built along roadways built to city standards, with curb and gutter. Based on these circumstances, it is the recommendation of Engineering staff to accept the deferral request for sidewalk improvements.

Engineering Staff will support the determination of the council regarding the deferral of sidewalk and curb & gutter improvements. However Engineering Services does not support the deferral of paving of Humble Avenue. It is recommended that the developer provide the $47,251 security, minus the curb & gutter, for paving improvements.

Should Council agree to the deferral for one or all improvements construction, staff will nevertheless require that the following note by added to the Final Plat.

The installation of public improvements may be required by the City of Midland at such time as the property is rezoned for a more intensive use.

Attached are the deferral request and opinion of probable cost prepared by Magym Consulting Inc., a Preliminary Plat prepared by Schumann Engineering, and a location map prepared by staff.

Robert Patrick

City Manager's Office

DEFERRAL REQUEST

MORNINGSIDE ADDITION SECTION 11
MIDLAND COUNTY, TEXAS

CLIENT:
Schumann Engineering Co.

PROJECT NUMBER:
22-380

REPORT DATE:
December 5, 2022
Revised: January 31,2023

Magrym Consulting, Inc.
110 W. Louisiana Ave Ste. 314
Midland, TX 79701

Phone: 432.999.2737
www.magrym.com

December 5, 2022
Revised: January 31,2023

Jose Ortiz
Engineering Services Director
City of Midland
300 N. Loraine St.
Midland, TX 79701

Re: **Deferral Request**
Morningside Addition Section 11
A re-plat of block 16 less the south 70.00 feet and 0.54 acres, Morningside addition, a subdivision in the city and county of Midland, Texas.

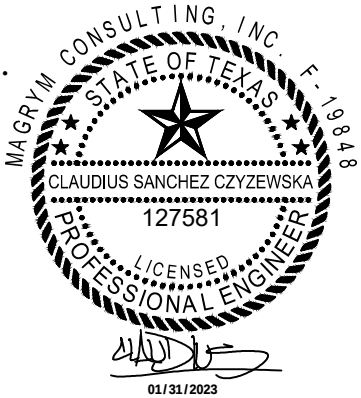
Dear Mr. Ortiz:

Magrym Consulting Inc., on behalf of the property owner, Gregory B. Stine, is respectfully requesting deferrals for the construction of public improvements of paving and sidewalk, and to waive the financial security guarantee associated with public improvements with a value of **$53,151.00** This letter presents a discussion of the public infrastructure and deferral request related to the Morningside Addition Section 11.

Should you have any questions, please do not hesitate to contact us at claudius.sanchez@magrym.com or 432-999-2737.

Sincerely,

Magrym Consulting, Inc.



Claudius Sanchez Czyzewska, P.E., CFM
Principal

1.0 INTRODUCTION

1.1 Location Map

Morningside Addition Section 11, being a re-plat of block 16 less the south 70.00 feet and 0.54 acres, Morningside Addition, a subdivision in the city and county of Midland, Texas. The property is on the west side of N Main Street and the south side of Humble Avenue.



Figure 1: Project Location Map

1.2 Description of Property & Project

The project consists of a 2-lot subdivision for Regional Retail District use, each lot less than 1 acres. Access the subdivision will be accomplished through N Main Street with a 60-foot public right of way.

2.0 PAVING

Morningside Addition Section 11 is located adjacent to Humble Avenue which is considered a City of Midland local street. The improvements of the pavement consist of a 24-ft wide street section due to the limited right-of-way. The pavement section will be inverted and designed as an allay in accordance with the City of Midland Standard Details for allies. The opinion of probable cost was calculated in accordance with City of Midland Code of Ordinances Title 11-2-6-(B)-1. The criteria used was local street classification with an adjacent zoning 'all other' where the developer's share corresponds to the full cost of the street, based on a maximum 24 feet width, including C&G and local construction standards, for one side of the road to which the subdivision abuts.

Deferral value: **$47,251.00**

3.0 SIDEWALKS

Due to the limited right-of-way in the area, a deferral value is requested for a 3-foot wide sidewalk to be installed along the limits of the property, for one side of the road to which the subdivision abuts.

Deferral value: **$5,900.00**

4.0 ENCLOUSERS

- Preliminary Plat
- Summary of Public Improvements -Option of Probable Cost worksheets

Summary of Public Improvements - Opinion of Probable Cost

Location:	Morningside Addition Section 11
Engineer:	Claudius Sanchez Czyzewska, PE

Summary	Total
Wastewater Collection Improvements	$0.00
Water Distribution Improvements	$0.00
Storm Sewer Improvements	$0.00
Paving Improvements	$47,251.00
Sidewalk Improvements	$5,900.00
Construction Total	**$53,151.00**

Wastewater Collection - Opinion of Probable Cost

Location: Morningside Addition Section 11
Engineer: Claudius Sanchez Czyzewska, PE

Wastewater Main Improvements	Quantity	Unit	Unit Price	Total
12" SDR 35 PVC	0	LF	114.00	0.00
8" SDR 35 PVC	0	LF	76.00	0.00
6" SDR 35 PVC	0	LF	62.00	0.00
Trenching/Backfill 0'-5'	0	LF	24.00	0.00
Length under paved surface:	0	LF		
Trenching/Backfill 5'-8'	0	LF	38.40	0.00
Length under paved surface:	0	LF		
Trenching/Backfill 8'-10'	0	LF	30.00	0.00
Length under paved surface:	0	LF		
Trenching/Backfill 10'-12'	0	LF	36.00	0.00
Length under paved surface:	0	LF		
Trenching 12'-14'	0	LF	42.00	0.00
Length under paved surface:	0	LF		
Imported Backfill Material	0.00	TN	18.00	0.00
Imported Backfill Material - Unit Weight	120.00	PCF		
Replacement Manhole	0	EA	8553.00	0.00
New Manhole	0	EA	6753.00	0.00
Remove Manhole	0	EA	1800.00	0.00
Manhole Extra Depth (MH>5')	0	VF	660.00	0.00
Connect to Existing MH	0	EA	1530.00	0.00
24" Bore & Steel Encasement	0	LF	900.00	0.00
18" Bore & Steel Encasement	0	LF	675.00	0.00
12" Bore & Steel Encasement	0	LF	450.00	0.00
4" Wastewater Service	0	EA	1380.00	0.00
6" Wastewater Service	0	EA	1380.00	0.00
Volume, Flowable Fill (3 Sac)	0.00	CY	126.00	0.00
Length of Flowable Fill (Under Pavmt):	0.00	LF		
Length of Flowable Fill (Other Misc):	0.00	LF		
Depth of Flowable Fill (ft):	2.00	FT		

Construction Subtotal **$0.00**

Wastewater Collection - Opinion of Probable Cost

Location: Morningside Addition Section 11
Engineer: Claudius Sanchez Czyzewska, PE

Wastewater Main Improvements	Quantity	Unit	Unit Price	Total
Construction Subtotal (from prev page)				**$0.00**
Asphalt Pavement Repair	0	SY	60.00	0.00
Concrete Pavement Repair	0	SY	156.00	0.00
Erosion Protection ($/100LF)	0	cLF	600.00	0.00
Trench Protection (Trenching > 5')	0	LF	2.83	0.00
Traffic Control / Job Site Safety	0	cLF	180.00	0.00
Construction Staking ($/100LF)	0	cLF	300.00	0.00
Contingency (nearest $100)	15	%	15%	0.00
Construction Total				**$0.00**
ROW Acquisition	0	LS	1	0.00
Engineering & Surveying	10	LS	10%	0.00
Construction Administration	5	LS	5%	0.00
Engineering & Administration Total				**$0.00**
TOTAL				**$0.00**
$Cost / LF	0	LF		**#DIV/0!**

Water Distribution - Opinion of Probable Cost

Location: Morningside Addition Section 11
Engineer: Claudius Sanchez Czyzewska, PE

Water Main Improvements	Quantity	Unit	Unit Price	Total
12" C-900 DR 18	0	LF	76.00	0.00
Length under paved surface:	0	LF		
8" C-900 DR 18	0	LF	68.00	0.00
Length under paved surface:	0	LF		
6" C-900 DR 18	0	LF	64.00	0.00
Length under paved surface:	0	LF		
Imported Backfill Material	0.00	TN	18.00	0.00
Imported Backfill Material, Unit Weight:	120.00	PCF		
Lower Water Main Under Existing Utliliy	0	EA	1200.00	0.00
16" Tapping Sleeve	0	EA	4740.00	0.00
12" Tapping Sleeve	0	EA	4110.00	0.00
8" Tapping Sleeve	0	EA	3570.00	0.00
6" Tapping Sleeve	0	EA	3150.00	0.00
12" Gate Valve	0	EA	3720.00	0.00
12" Gate Valve (MJ x F)	0	EA	3720.00	0.00
8" Gate Valve	0	EA	2725.00	0.00
8" Gate Valve (MJ x F)	0	EA	2220.00	0.00
6" Gate Valve	0	EA	1830.00	0.00
6" Gate Valve (MJ x F)	0	EA	1200.00	0.00
Fire Hydrant	0	EA	5445.00	0.00
Wet Connection	0	EA	3000.00	0.00
Ductile Iron Fittings	0.00	TN	14400.00	0.00
12" Joint Restraint	0	EA	240.00	0.00
8" Joint Restraint	0	EA	180.00	0.00
6" Joint Restraint	0	EA	120.00	0.00
24" Bore & Steel Encasement	0	LF	288.00	0.00
18" Bore & Steel Encasement	0	LF	216.00	0.00
12" Bore & Steel Encasement	0	LF	144.00	0.00
1" Water Service (short)	0	EA	2040.00	0.00
1" Water Service (long)	0	EA	2310.00	0.00
2" Water Service (short)	0	EA	3390.00	0.00
2" Water Service (long)	0	EA	3660.00	0.00
Volume, Flowable Fill (3 Sac)	0.00	CY	126.00	0.00
Length of Flowable Fill (Under Pavmt):	0.00	LF		
Length of Flowable Fill (Other Misc):	0.00	LF		
Depth of Flowable Fill (ft):	2.00	FT		
Construction Subtotal				**$0.00**

Water Distribution - Opinion of Probable Cost

Location: Morningside Addition Section 11
Engineer: Claudius Sanchez Czyzewska, PE

Water Main Improvements	Quantity	Unit	Unit Price	Total
Construction Subtotal (from prev page)				**$0.00**
Asphalt Pavement Repair	0	SY	60.00	0.00
Concrete Pavement Repair	0	SY	156.00	0.00
Erosion Protection ($/100LF)	0	cLF	600.00	0.00
Traffic Control / Job Site Safety ($/100LF)	0	cLF	180.00	0.00
Construction Staking ($/100LF)	0	cLF	120.00	0.00
Contingency (nearest $100)	15	%	15%	0.00
Construction Total				**$0.00**
ROW Acquisition	0	LS	1	0.00
Engineering & Surveying	10	LS	10%	0.00
Construction Administration	5	LS	5%	0.00
Engineering & Administration Total				**$0.00**
TOTAL				**$0.00**
$Cost / LF	0	LF		**#DIV/0!**

Storm Sewer - Opinion of Probable Cost

Location: Morningside Addition Section 11
Engineer: Claudius Sanchez Czyzewska, PE

Wastewater Main Improvements	Quantity	Unit	Unit Price	Total
48" HDPE	0	LF	180.00	0.00
36" HDPE	0	LF	78.00	0.00
30" HDPE	0	LF	64.80	0.00
24" HDPE	0	LF	46.80	0.00
Trenching/Backfill 0'-5'	0	LF	48.00	0.00
Length under paved surface	0	LF		
Trenching/Backfill 5'-8'	0	LF	60.00	0.00
Length under paved surface	0	LF		
Trenching/Backfill 8'-10'	0	LF	84.00	0.00
Length under paved surface	0	LF		
Trenching/Backfill 10'-12'	0	LF	120.00	0.00
Length under paved surface	0	LF		
Trenching/Backfill 12'-14'	0	LF	180.00	0.00
Length under paved surface	0	LF		
Imported Backfill Material	0.00	TN	18.00	0.00
Imported Backfill Material - Unit Weight	120.00	PCF		
Replacement Manhole/Junction Box	0	EA	15000.00	0.00
New Manhole/Junction Box	0	EA	12360.00	0.00
ManholeJunction Box Extra Depth (MH>5')	0	VF	480.00	0.00
Connect to Existing MH/J-Box	0	EA	600.00	0.00
48" Bore & Steel Encasement	0	LF	864.00	0.00
36" Bore & Steel Encasement	0	LF	648.00	0.00
30" Bore & Steel Encasement	0	LF	540.00	0.00
24" Bore & Steel Encasement	0	LF	432.00	0.00
18" Bore & Steel Encasement	0	LF	288.00	0.00
Volume - Flowable Fill (3 Sac)	0.00	CY	126.00	0.00
Length of Flowable Fill (Under Pavmt):	0.00	LF		
Length of Flowable Fill (Other Misc):	0.00	LF		
Depth of Flowable Fill (ft)	2.00	FT		
Construction Subtotal				**$0.00**

Storm Sewer - Opinion of Probable Cost

Location: Morningside Addition Section 11
Engineer: Claudius Sanchez Czyzewska, PE

Wastewater Main Improvements	Quantity	Unit	Unit Price	Total
Construction Subtotal (from prev page)				**$0.00**
Asphalt Pavement Repair	0	SY	36.00	0.00
Concrete Pavement Repair	0	SY	156.00	0.00
Erosion Protection ($/100LF)	0	cLF	600.00	0.00
Trench Protection (Trenching > 5')	0	LF	2.40	0.00
Traffic Control / Job Site Safety	0	cLF	180.00	0.00
Construction Staking ($/100LF)	0	cLF	300.00	0.00
Contingency (nearest $100)	15	%	15%	0.00
Construction Total				**$0.00**
ROW Acquisition	0	LS	1	0.00
Engineering & Surveying	10	LS	10%	0.00
Construction Administration	5	LS	5%	0.00
Engineering & Administration Total				**$0.00**
TOTAL				**$0.00**
$Cost / LF	0	LF		**#DIV/0!**

Paving - Opinion of Probable Cost

Location: Morningside Addition Section 11
Engineer: Claudius Sanchez Czyzewska, PE

Paving Improvements	Quantity	Unit
Paving Width (back-to-back)	24	FT
Length of Paving	150	FT
Base Rock Depth - Bott Lift (6" min - 8" max)	8	in
Base Rock Depth - Top Lift (5", 6" or 8" max)	8	in
Base Rock Unit Weight (95% Standard Proctor)	120	PCF
Base Rock waste	4	%
HMAC thickness (in)	2	in
HMAC waste	4	%

Paving Improvements	Quantity	Unit	Unit Price	Total
ROW Preparation	150	LF	10.80	1,620.00
24" Curb & Gutter	300	LF	30.00	9,000.00
Excavation	192.59	CY	24.00	4,622.22
Scarify / Shape / Compact Sub-grade	433.33	SY	4.20	1,820.00
Base Rock - Bott Lift (Material Only)	162.24	TN	20.25	3,285.36
Base Rock - Top Lift (Material Only)	138.84	TN	20.25	2,811.51
Shape / Compact Base Rock - Bottom Lift	433.33	SY	4.50	1,950.00
Shape / Compact Base Rock - Top Lift	333.33	SY	4.50	1,500.00
Tack Coat	333.33	SY	1.80	600.00
HMAC (Material Only & Installation)	38.13	TN	144.00	5,491.20
Erosion Protection ($/100 LF)	1.5	LS	1200.00	1,800.00
Construction Staking ($/100LF)	1.5	LS	600.00	900.00
Traffic Control / Job Site Safety ($/100LF)	1.5	LS	300.00	450.00
Contingency (nearest $100)	15	%	15%	5,400.00
Construction Total				**$41,250.29**

Paving - Opinion of Probable Cost

Location: Morningside Addition Section 11
Engineer: Claudius Sanchez Czyzewska, PE

Paving Improvements	Quantity	Unit	Unit Price	Total
Construction Total (from prev page)				**$41,250.29**
ROW Acquisition	0	LS	1	0.00
Engineering & Surveying	10	LS	10%	4,000.00
Construction Administration	5	LS	5%	2,000.00
Engineering & Administration Total				**$6,000.00**
TOTAL				**$47,251.00**
Developers Share	100%			**$47,251.00**
$Cost / LF	150	LF		**315.0066667**

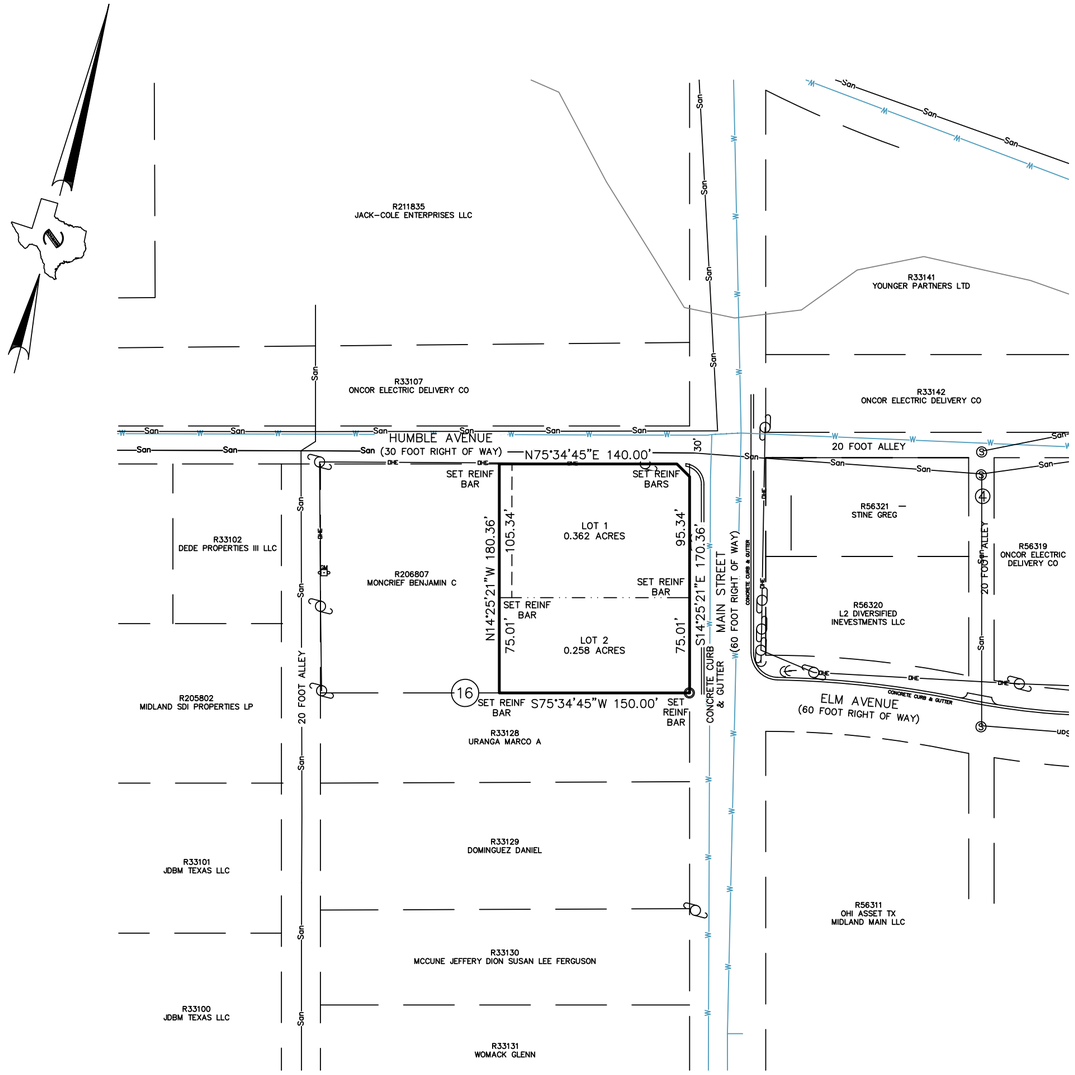
Sidewalk - Opinion of Probable Cost

Location: Morningside Addition Section 11
Engineer: Claudius Sanchez Czyzewska, PE

Sidewalk Improvements	Quantity	Unit	Unit Price	Total
Sidewalk Width	3	Ft		
Length of Sidewalk	150	LF		
4" Concrete Sidewalks	450	SF	12.00	5400.00
Construction Total				**$5,400.00**
Engineering & Surveying	5	LS	5%	300.00
Construction Administration	3	LS	3%	200.00
Engineering & Administration Total				**$500.00**
TOTAL				**$5,900.00**

Ductile Iron Fittings and Joint Restraints - Quantities

Location:	Morningside Addition Section 11											
Engineer:	Claudius Sanchez Czyzewska, PE											
Water - Ductile Iron Fittings	Quantity	Wt*	16" JR	12" JR	8" JR	6" JR		Tot Wt.	16" JR	12" JR	8" JR	6" JR
16" x 16" Tee	0	337	3					0	0	0	0	0
16" x 16" Tee (MJ x F)	0	324	2					0	0	0	0	0
16" x 12" Tee	0	277	2	1				0	0	0	0	0
16" x 12" Tee (MJ x F)	0	312	2					0	0	0	0	0
16" x 8" Tee	0	245	2		1			0	0	0	0	0
16" x 8" Tee (MJ x F)	0	248	2					0	0	0	0	0
16" x 6" Tee	0	222	2			1		0	0	0	0	0
16" x 6" Tee (MJ x F)	0	230	2					0	0	0	0	0
12" x 12" Tee	0	171		3				0	0	0	0	0
12" x 12" Tee (MJ x F)	0	198		2				0	0	0	0	0
12" x 8" Tee	0	126		2	1			0	0	0	0	0
12" x 8" Tee (MJ x F)	0	146		2				0	0	0	0	0
12" x 6" Tee	0	119		2		1		0	0	0	0	0
12" x 6" Tee (MJ x F)	0	133		2				0	0	0	0	0
8" x 8" Tee	0	90			3			0	0	0	0	0
8" x 8" Tee (MJ x F)	0	101			2			0	0	0	0	0
8" x 6" Tee	0	79			2	1		0	0	0	0	0
8" x 6" Tee (MJ x F)	0	81			2			0	0	0	0	0
6" x 6" Tee	0	66				3		0	0	0	0	0
6" x 6" Tee (MJ x F)	0	68				2		0	0	0	0	0
12" 90	0	129		2				0	0	0	0	0
8" 90	0	64			2			0	0	0	0	0
6" 90	0	49				2		0	0	0	0	0
12" 45	0	102		2				0	0	0	0	0
8" 45	0	56			2			0	0	0	0	0
6" 45	0	39				2		0	0	0	0	0
12" 22.5	0	87		2				0	0	0	0	0
8" 22.5	0	50			2			0	0	0	0	0
6" 22.5	0	31				2		0	0	0	0	0
16" x 12" Reducer	0	120	1	1				0	0	0	0	0
16" x 8" Reducer	0	136	1		1			0	0	0	0	0
16" x 6" Reducer	0	132	1			1		0	0	0	0	0
12" x 8" Reducer	0	57		1	1			0	0	0	0	0
12" x 6" Reducer	0	64		1		1		0	0	0	0	0
8" x 6" Reducer	0	39			1	1		0	0	0	0	0
12" End Cap	0	46		1				0	0	0	0	0
8" End Cap	0	26			1			0	0	0	0	0
6" End Cap	0	18				1		0	0	0	0	0
16" Butterfly Valvae	0		2					0	0	0	0	0
16" Butterfly Valve (MJ x F)	0		1					0	0	0	0	0
12" Gate Valve	0			2				0	0	0	0	0
12" Gate Valve (MJ x F)	0			1				0	0	0	0	0
8" Gate Valve	0				2			0	0	0	0	0
8" Gate Valve (MJ x F)	0				1			0	0	0	0	0
6" Gate Valve	0					2		0	0	0	0	0
6" Gate Valve (MJ x F)	0					1		0	0	0	0	0
Fire Hydrant	0					1		0	0	0	0	0
								DI Fittings	**16" JR**	**12" JR**	**8" JR**	**6" JR**
Total							**lbs**	0	0	0	0	0
							TONS	0.00				
* Tyler Union - Quality Waterworks Products (PC-U2008, February, 2008)												



SKETCH PLAN

MORNINGSIDE ADDITION, SECTION 8

BEING A RE-PLAT OF BLOCK 16 LESS
THE SOUTH 70.00 FEET AND 0.54 ACRES,
MORNINGSIDE ADDITION,
A SUBDIVISION IN
THE CITY AND COUNTY OF
MIDLAND, TEXAS.

STATE OF TEXAS

COUNTY OF MIDLAND

WHEREAS, I AM THE RECORD OWNER OF BLOCK 16 LESS THE SOUTH 70.00 FEET AND 0.54 ACRES, MORNINGSIDE ADDITION, A SUBDIVISION IN THE CITY AND COUNTY OF MIDLAND, 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 MORNINGSIDE ADDITION, SECTION 8, 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_____ .

_____
GREGORY B. STINE

STATE OF TEXAS:
COUNTY OF MIDLAND:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS_____DAY OF _____, 20_____, GREGORY B. STINE.

_____
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.

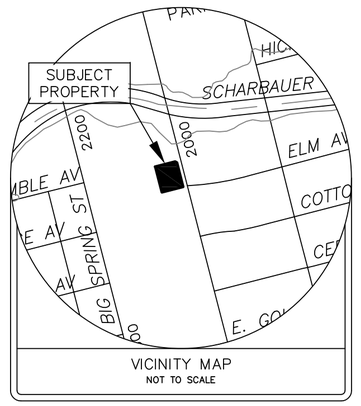
4. THE INSTALLATION OF PUBLIC IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS: (1) THE .054 ACRE TRACT IS RE-PLATTED FOR SUBDIVISION INTO MORE THAN TWO TRACT OR (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.

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

6. THIS PROPERTY IS IN ZONE "X" AS PER THE FEDERAL EMERGENCY MANAGAEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NUMBER 48329-C0089F WITH AN EFFECTIVE DATE OF SEPTEMBER 16, 2005.

OWNER:

GREGORY B. STINE
3507 E COUNTY RD 56
MIDLAND, TX 79705
(541) 892-1360
gstine22@yahoo.com



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 MORNINGSIDE ADDITION, SECTION 8, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, ON THIS _____ DAY OF _____, 2021.

SIGNED: _____
CHAIRMAN LUCY SISNIEGA

ATTEST: _____
SECRETARY ELIZABETH SHAUGHNESSY

GRAPHIC SCALE

0 80' 160'
(IN FEET)
1 inch = 80 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

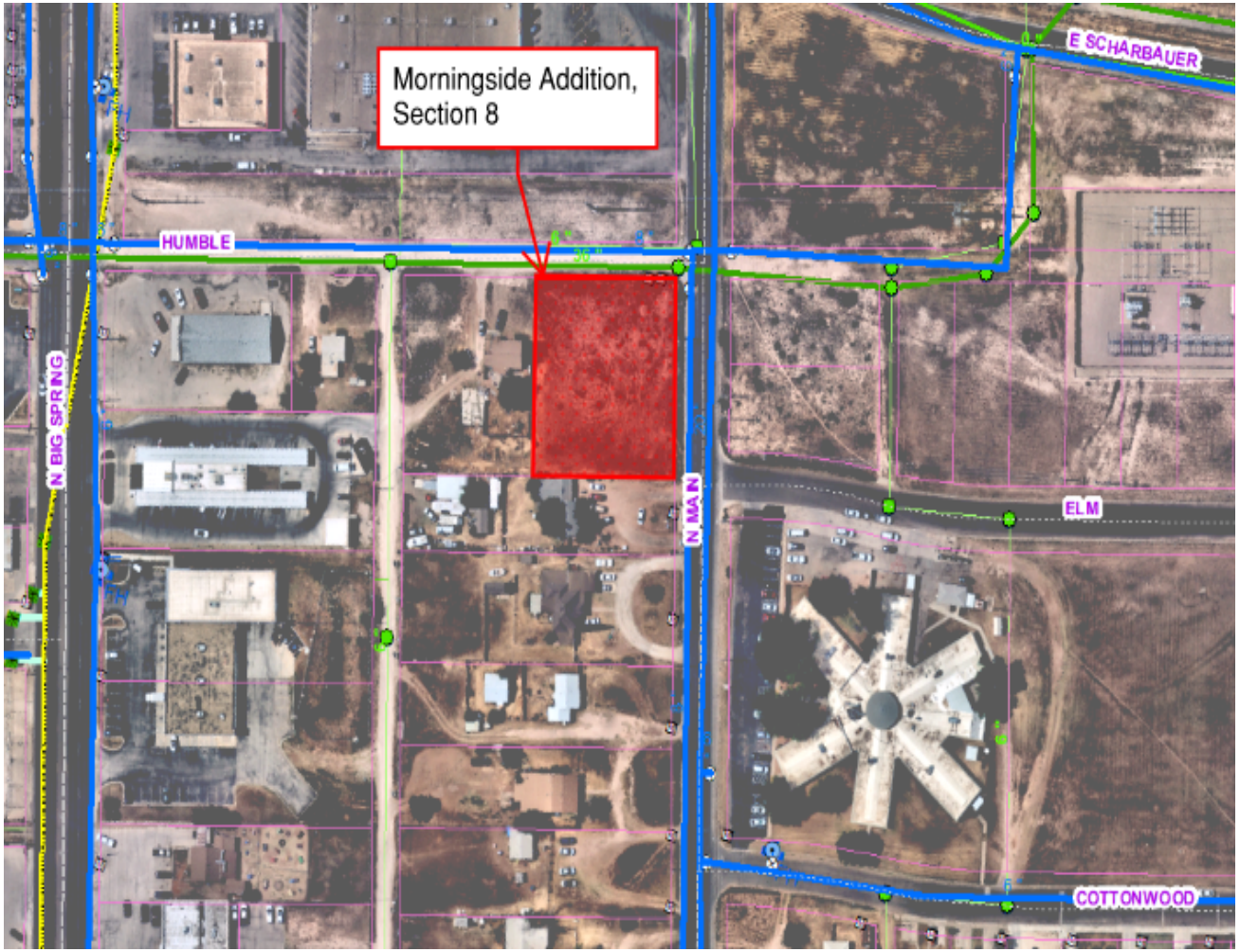
STATE OF TEXAS · REGISTERED · RJ DAUM · 4826 · PROFESSIONAL LAND SURVEYOR

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO._____CABINET _____
DATE_____PAGE_____

NO.	DATE	DESCRIPTION	BY

DRAWN BY: KDS DATE: 10/25/2021
CHECKED BY: RJD DRAWING NO.: 78135
JOB NO.: 78,135 SHEET 1 OF 1

SCHUMANN ENGINEERING CO.
A LATERAL LAND COMPANY
CIVIL ENGINEERING - LAND SURVEYING
800 N. MARIENFELD STREET SUITE 100 MIDLAND, TEXAS 79701
TEXAS FIRM No. P1880 - TEXAS FIRM No. 10149500
Office (432) 684-5548



ENGINEERING DIVISION

REQUEST TO

DEFER

Paving & Sidewalks

NORTH

Morningside Addition,

Section 8

(Magrym Consulting)

MIDLAND Engineering Services

Made by NL 2/2/2023

City Council Meeting

Item Number: 15

Meeting Date: February 14, 2023, February 28, 2023

To: City Council / City Manager

From: James Reber, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 155, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH LORAINE STREET, APPROXIMATELY 143 FEET SOUTH OF WEST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jorge Chavez**,** is requesting a Zone Change from RR, Regional Retail District, to SF-3, Single-Family Dwelling District, for a future development of a house located at 704 South Loraine.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Current Zoning:

RR, Regional Retail District.

Surrounding Zoning and Land Use:

The properties to the north, east, and south, are zoned RR, Regional Retail District, and are the location of residential properties. Properties to the west are zoned C, Commercial District, and are the location of commercial properties.

Analysis:

The property is located at 704 S. Loraine and is currently vacant. The applicant is requesting this zone change for the purposes of constructing a single-family residence on the property. The current zoning is RR, Regional Retail District. Per the previous zoning ordinance, single-family detached dwellings were allowed within this zoning district. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within the RR, Regional Retail District. The property meets the minimum lot size requirements for the SF-3, Single Family Dwelling District.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.04: - Residential Zoning District Dimensional Regulations Chart.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objection to zone change. [For the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

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. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning (Approved):

The City of Midland Planning Department supports this rezone because of the existing surrounding uses. The surrounding use is comprised of single-family and multi-family residences. According to the Tall City Tomorrow Comprehensive Plan, Urban Residential-Medium (UR-M) land use intends to blend a mix of housing types, especially in older neighborhoods. Potential zoning for UR-M land use includes Single-Family Dwelling District, however, does not list RR, Regional Retail District. Therefore, changing 704 S Loraine Street to SF-3, Single Family Dwelling District would fit in the intended land use appropriately.

The zone change was approved at the Planning and Zoning commission meeting of December 19, 2022.

Staff recommends approval of this zone change from RR, Regional Retail 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 5, 2022.

Attachments:

Application
Maps
Aerial Map

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 155, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH LORAINE STREET, APPROXIMATELY 143 FEET SOUTH OF WEST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 3, Block 155, Southern Addition, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from RR, Regional Retail District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
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: Z-22-0315

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jorge Chavez		Phone (432) 889-7005 Email ferre-chavez@mail.com	
Address 714 N. Calhan St.	City Midland	State Tx	Zip 79701
Property Owner Printed Name: Jorge Chavez		Phone (432) 889-7005 Email ferre-chavez@mail.com	
Address	City Midland	State Tx	Zip 79701
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 704 S. Loraine St.

Legal Description
Lot: 3 Block: 155 Subdivision: Of Southern addition

Current Zoning: RR

Proposed Zone: SF 3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: New house

Present Use of Property: Vacant

Proposed Use of Property: ~~Vacant~~ New house

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): Jorge Chavez	Date: 11-21-2022
Applicant (printed): Jorge Chavez	
Property Owner (signature): Jorge Chavez	Date: 11-21-2022
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

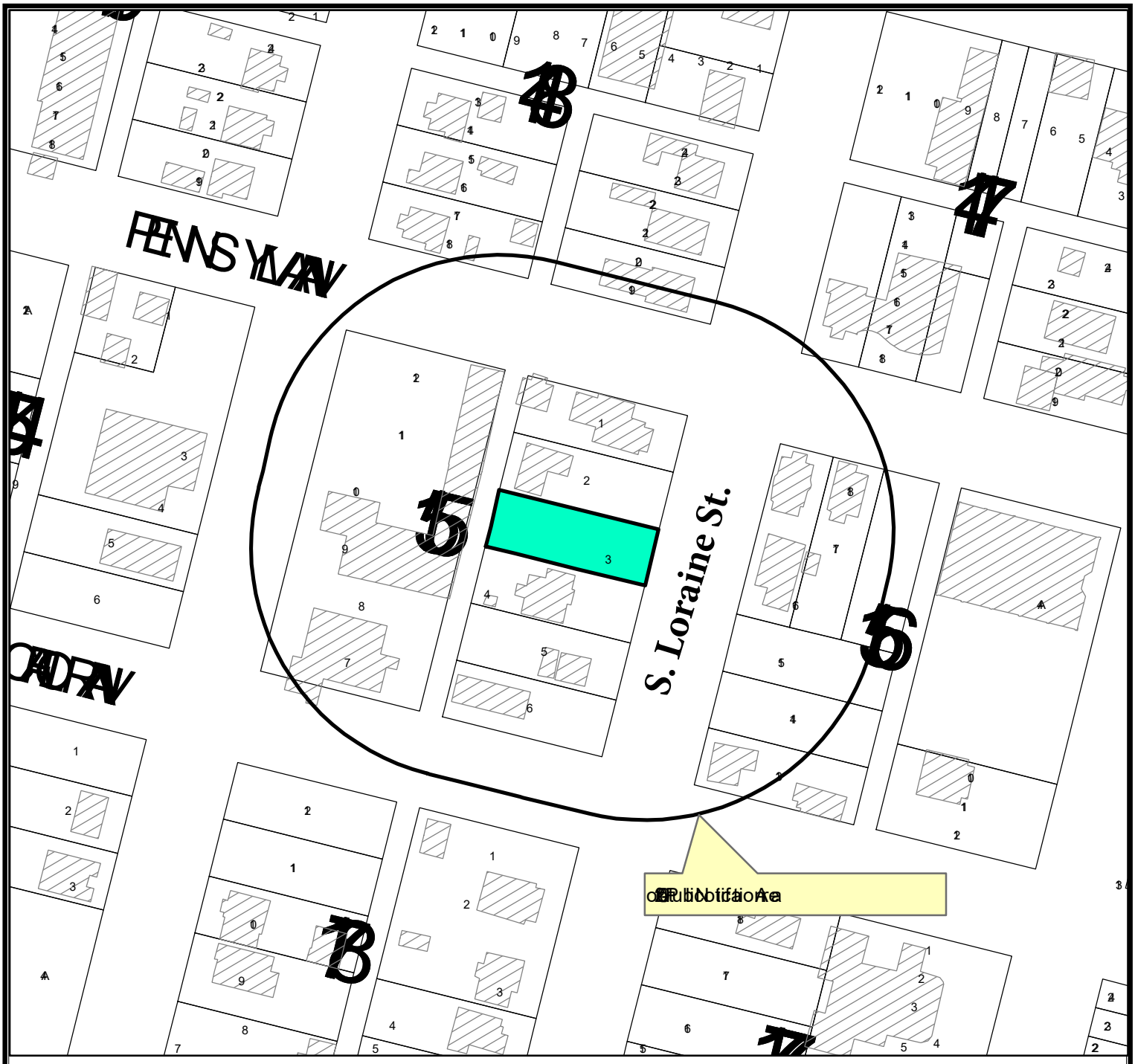
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ 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-22-0315 **Scale: 1" = 200'**

Consider a request by Jorge Chavez for a zone change from RR, Regional Retail District, to SF-3, Single-Family Dwelling District, on Lot 3, Block 155, Southern Addition, City and County of Midland, Texas.

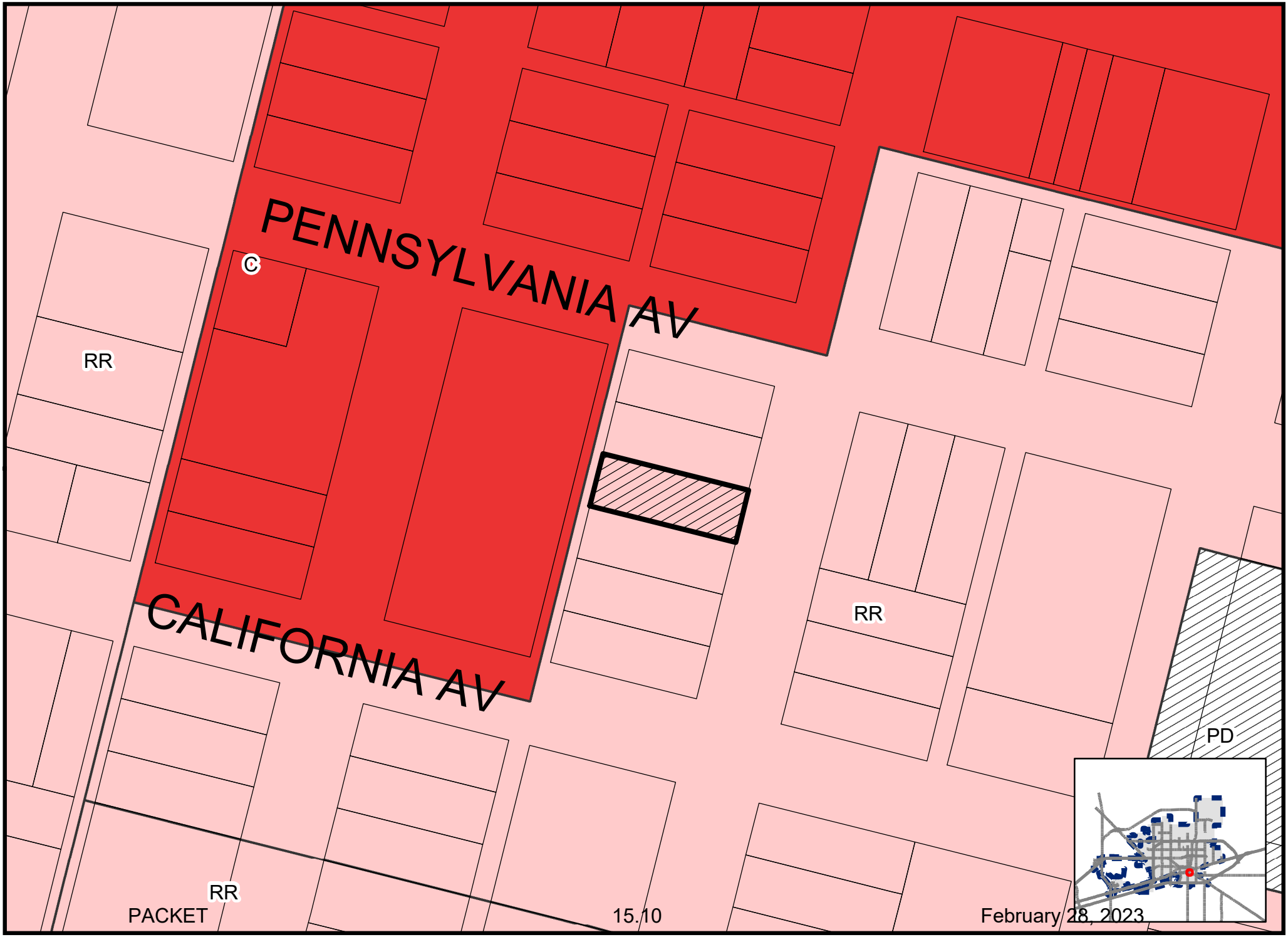
Generally located on the west side of S. Loraine St, approximately 143 feet south of W. Pennsylvania Ave. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND/OR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



PACKET 15.10 February 28, 2023

Map By JR, 11/29/2022

Z-22-0315

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A 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.


2
702
3
704
4
706
5
708
6
710
RR
S LORAINE
W CALIFORNIA









City Council Meeting

Item Number: 16

Meeting Date: February 14, 2023, February 28, 2023

To: City Council / City Manager

From: Landon Ochoa, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 4, BLOCK 44, FAIRMONT PARK ADDITION, SECTION 18, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MIDLAND DRIVE, APPROXIMATELY 550 FEET SOUTH OF WEST LOOP 250), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Karen Hopkins, is requesting a Specific Use Designation (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant named Rosa's, located at 4301 North Midland Drive.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

The applicant is requesting a Specific Use Designation for Rosa's Cafe located at 4301 North Midland Drive, to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned RR, Regional Retail District, which permits the sale of all alcoholic beverages for on-premises consumption, in a restaurant with the approval of a Specific Use Designation with Term.

The restaurant currently has an alcohol SUD with term under the ordinance 8454. However, they are amending their SUD since their site plan has changed due to making modifications to their building and changing the square footage.

The restaurant is currently in operation and has a specific use designation for the sale of all alcoholic beverages. The floor plan attached hereto as "Exhibit A" illustrates that the establishment, will have a total square footage of 6,530 square feet, with an alcohol serviceable area of 3,710 square feet. The site currently has adequate parking, access, and internal circulation.

The restaurant has the following hours of operation:

Sunday through Thursday from 6:30 a.m. to 10 p.m.

The restaurant is proposing the following hours of alcohol service:

Sunday through Thursday 10 a.m. to 11 p.m.
Friday and Saturday from 10 a.m. to 11 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objections. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Building Code: (Approved)

The SUD for Rosa's is acceptable. The property must adhere to the maximum occupant load of 247 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

This request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Rosa's Cafe is an establishment that will provide Midland residents with a unique social gathering experience.

The Planning and Zoning Commission recommended approval of this request at the February 6, 2023, meeting.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through F.

Conditions:

A. **That the serviceable area of the restaurant shall be limited to approximately 3,710 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 Thursday 10 a.m. to 11 p.m.
    Friday and Saturday from 10 a.m. to 11 p.m.

C. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

D. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.

Letters of Objection:

As of February 10, 2023, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Ordinance (8454)
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 4, BLOCK 44, FAIRMONT PARK ADDITION, SECTION 18, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MIDLAND DRIVE, APPROXIMATELY 550 FEET SOUTH OF WEST LOOP 250), 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 Lot 4, Block 44, Fairmont Park Addition, Section 18, 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 3,710 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Sunday through Saturday from 10:00 a.m. to 11:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

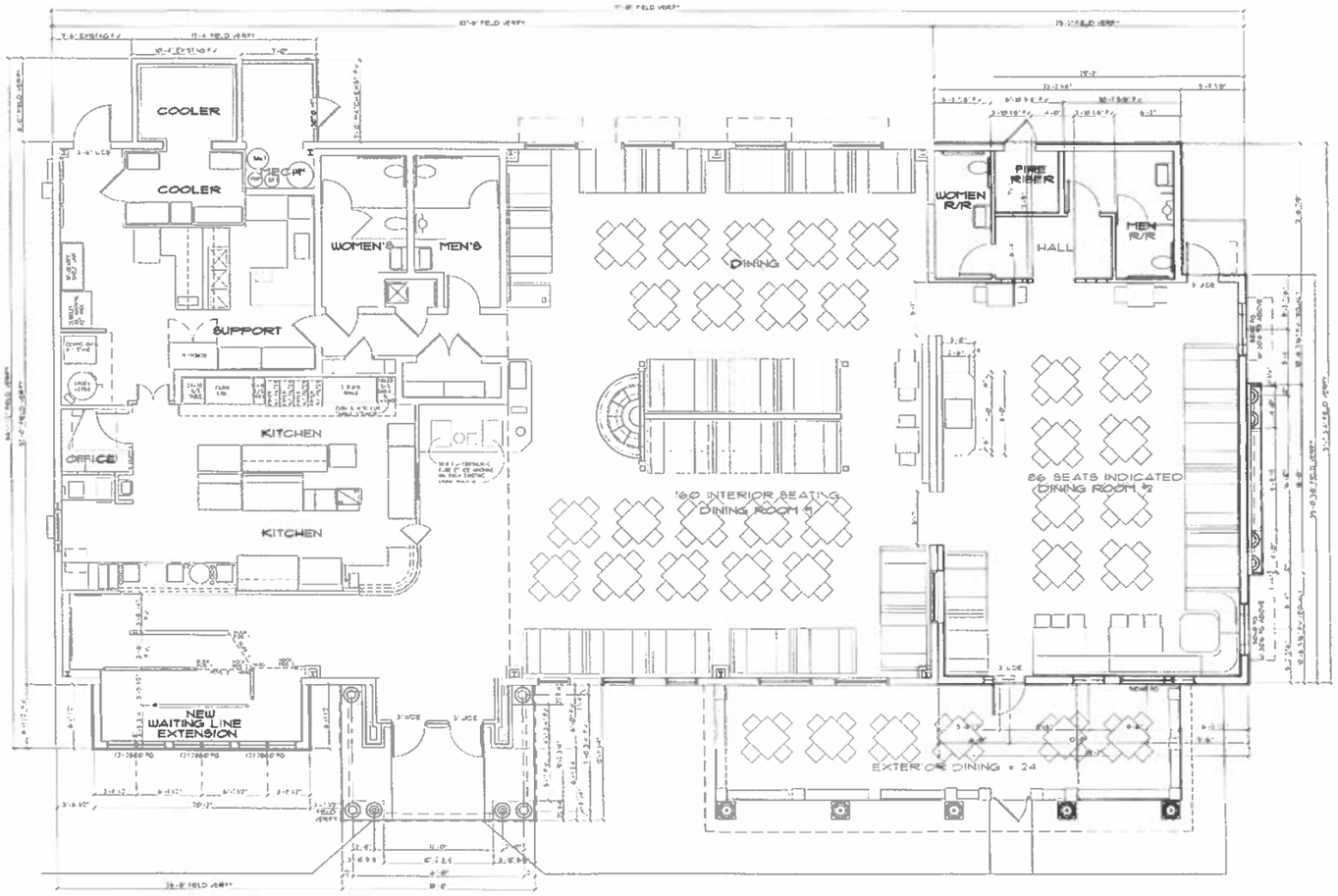
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



EQUIPMENT FLOOR PLAN - AS BUILT 12.14.22

1/4" = 1' - 0"

EXISTING ENCLOSED BUILDING = 4,355 S.F.
(AFTER EXISTING PATIO ENCLOSURE DEMOLITION)
CURRENT PROJECT INDICATED = 1,693 S.F.
(DINING ROOM EXTEN, NEW R/R'S & FIRE RISER ROOM)
(WAITING LINE EXTEN, COOLER & MECH. EXTENSION)
TOTAL ENCLOSED BUILDING = 6,048 S.F.

REMODELED COVERED PATIO = 482 S.F.
GROSS = 6,530 S.F.

ALCOHOL CONSUMPTION SERVICE AREA = 3,710 S.F.

PROJECT: AS BUILT - 12.14.22
ROSA'S CAFE # 10
TORTILLA FACTORY
4301 N. MIDLAND DRIVE, MIDLAND, TEXAS 79707

SHEET: AB.EFP1
JOB NO.:
DATE: 12.14.22

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-22-0197

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Karen Hopkins			Phone (432) 563-5233 Email khopkins@bobbycox.com
Address PO Box 60423	City Midland	State TX	Zip 79711
Property Owner Printed Name: Bobby Cox			Phone (817) 377-6243 Email wkj@bobbycox.com
Address 5000 Overton Plaza #300	City Ft. Worth	State TX	Zip 76109
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:			Phone ( ) Email
Address	City	State	Zip

Street Address: 4301 N. Midland Dr

Business Name: Rosa's Cafe & Tortilla Factory

Legal Description
Lot: 004 Block: 044 Subdivision: Fairmont Park Section 18

Current Zoning: Commercial - LR2 PD

Reason for Request: Remodel CO

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: restaurant

Proposed/Current Days and Hours of Operation: Sun-Thurs 6:30Am-10pm Fri/Sat 6:30Am-11pm

Proposed Days and Hours of Alcohol Service: Sun-Thurs 10Am-10pm Fri/Sat 10Am-11pm

Total Square Footage of Business: 6530

Square Footage of Alcohol Serviceable Area: 3710

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 3 / 2	**Bathroom Sinks:** 2
	Women	**Toilets:** 3	**Bathroom Sinks:** 2

Submittal and Fees Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seati
  - Exits
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint

February 28, 2023 16.11 PACKET

Signatures	
Applicant (signature): Karen Hopkins	Date: 12-14-2022
Applicant (printed): Karen Hopkins	
Property Owner (signature): Bobby D. Cox	Date: 12-14-2022
Property Owner (printed) : Bobby Cox	

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 Karen Hopkins who, being by me duly sworn, upon oath says: That (s)he is authorized by Bobby Cox, 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.

Karen Hopkins
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 14th day of December, 2022, to certify which witness my hand and seal of office.

KIMBERLIN CHILDRESS
MY COMMISSION EXPIRES
10/5/2024
NOTARY ID 13271037-9

Kimberlin Childress
NOTARY PUBLIC, MIDLAND COUNTY, TEXA

FOR OFFICE USE ONLY

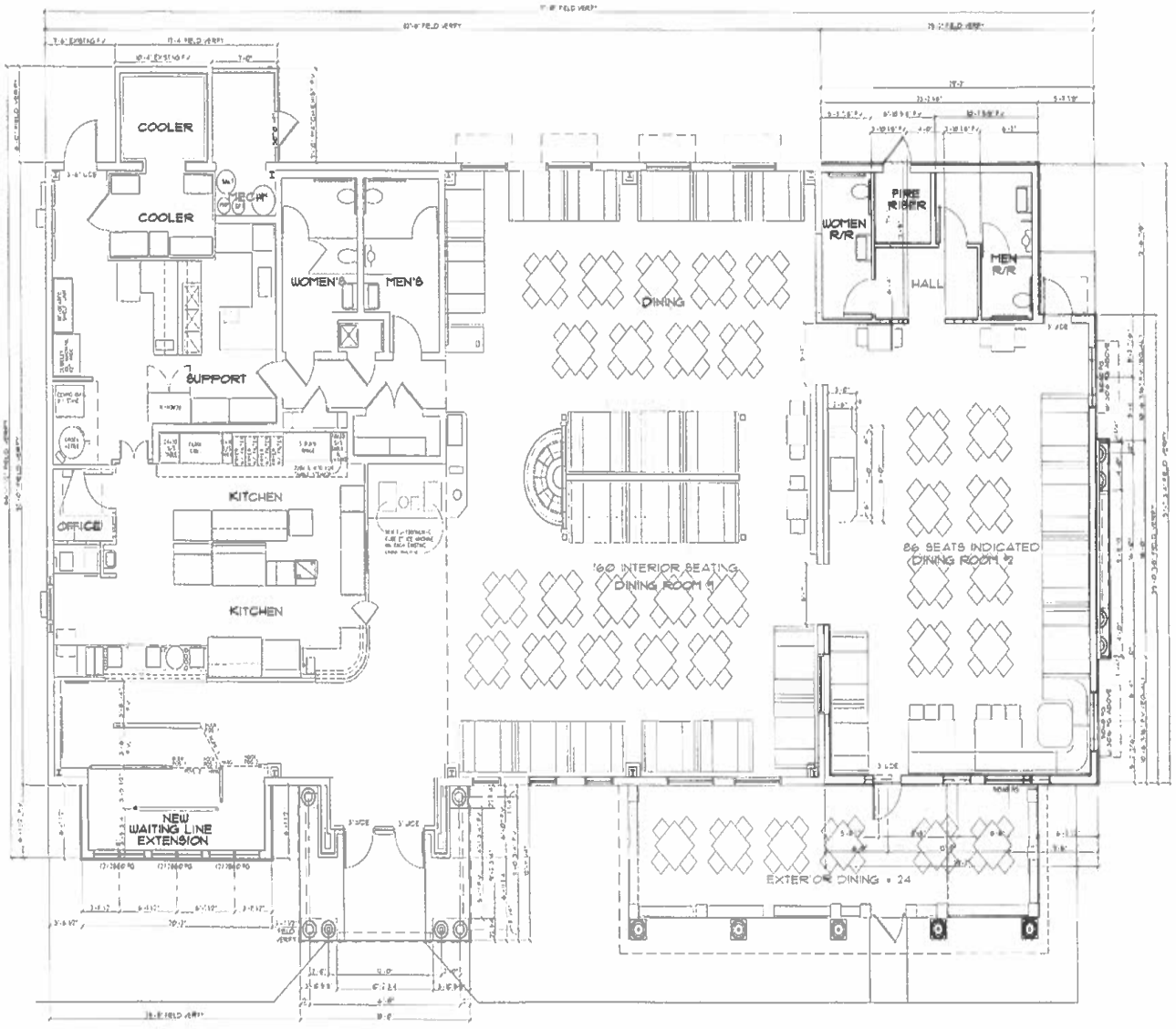
- ☑ Property Owner Authorization
- ☑ Application Fee $300
- Check # Card payment
- ☑ Dimensioned Floor Plan
- ☑ Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

All docs on USB

RECEIVED DEC 14 2022 BY: LW

Received By: Jessie Walling Date:

****Application will not be considered for scheduling until reviewed by a planner.****



A EQUIPMENT FLOOR PLAN - AS BUILT 12.14.22

1/4" = 1'-0"

EXISTING ENCLOSED BUILDING = 4,355 S.F.
(AFTER EXISTING PATIO ENCLOSURE DEMOLITION)
CURRENT PROJECT INDICATED = 1,693 S.F.
(DINING ROOM EXTEN, NEW R/R'S & FIRE RISER ROOM)
(WAITING LINE EXTEN, COOLER & MECH. EXTENSION)
TOTAL ENCLOSED BUILDING = 6,048 S.F.

REMODELED COVERED PATIO = 482 S.F.
GROSS = 6,530 S.F.

ALCOHOL CONSUMPTION SERVICE AREA = 3,710 S.F.

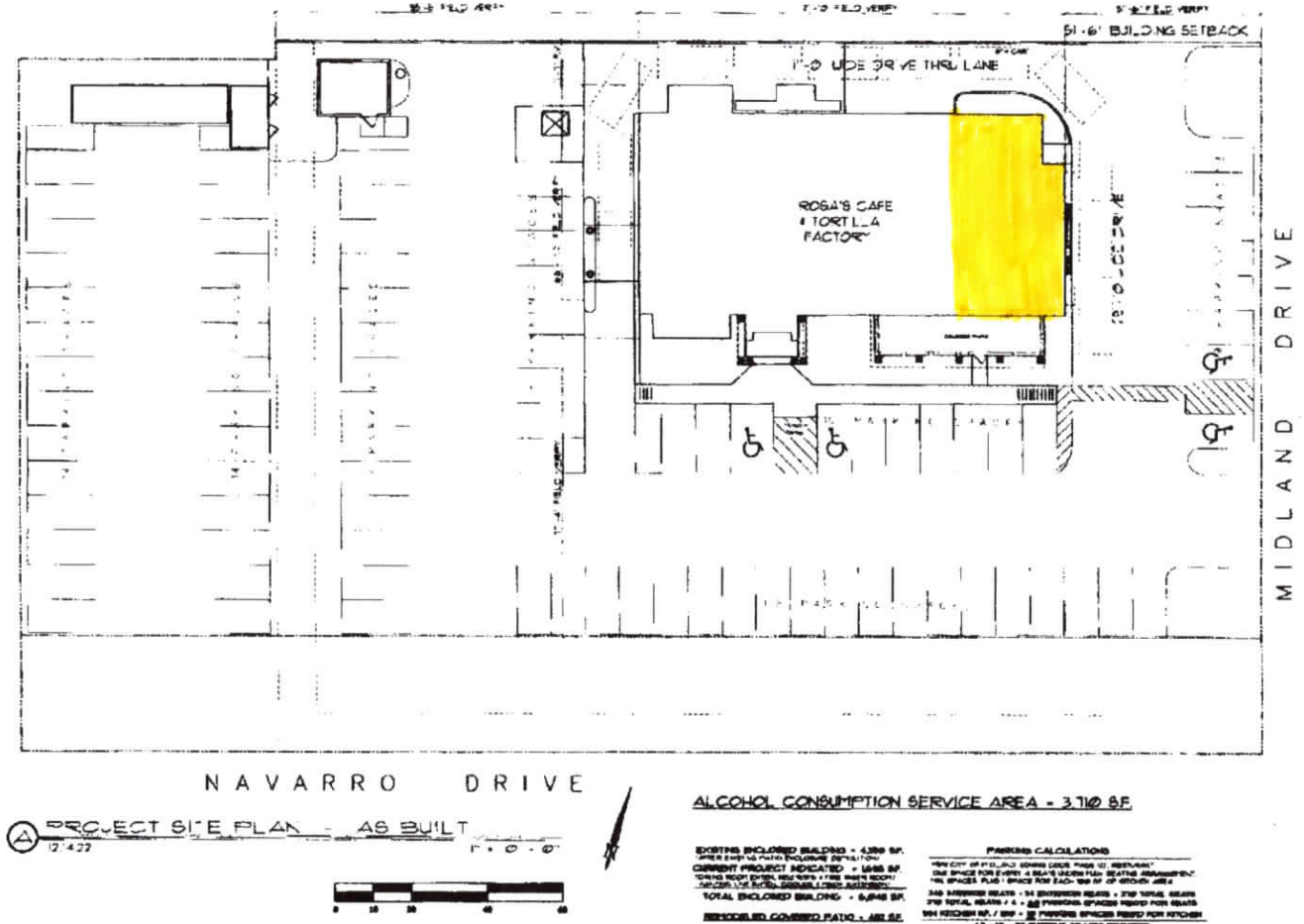
PROJECT: AS BUILT - 12.14.22
ROSA'S CAFE # 10
TORTILLA FACTORY
4301 N. MIDLAND DRIVE, MIDLAND, TEXAS 79707

SHEET: AB.EFP1
OF:
JOB NO.:
DATE: 12.14.22

16.12

February 28, 2023

PACKET



PROJECT SITE PLAN - AS BUILT
1" = 0" - 0"

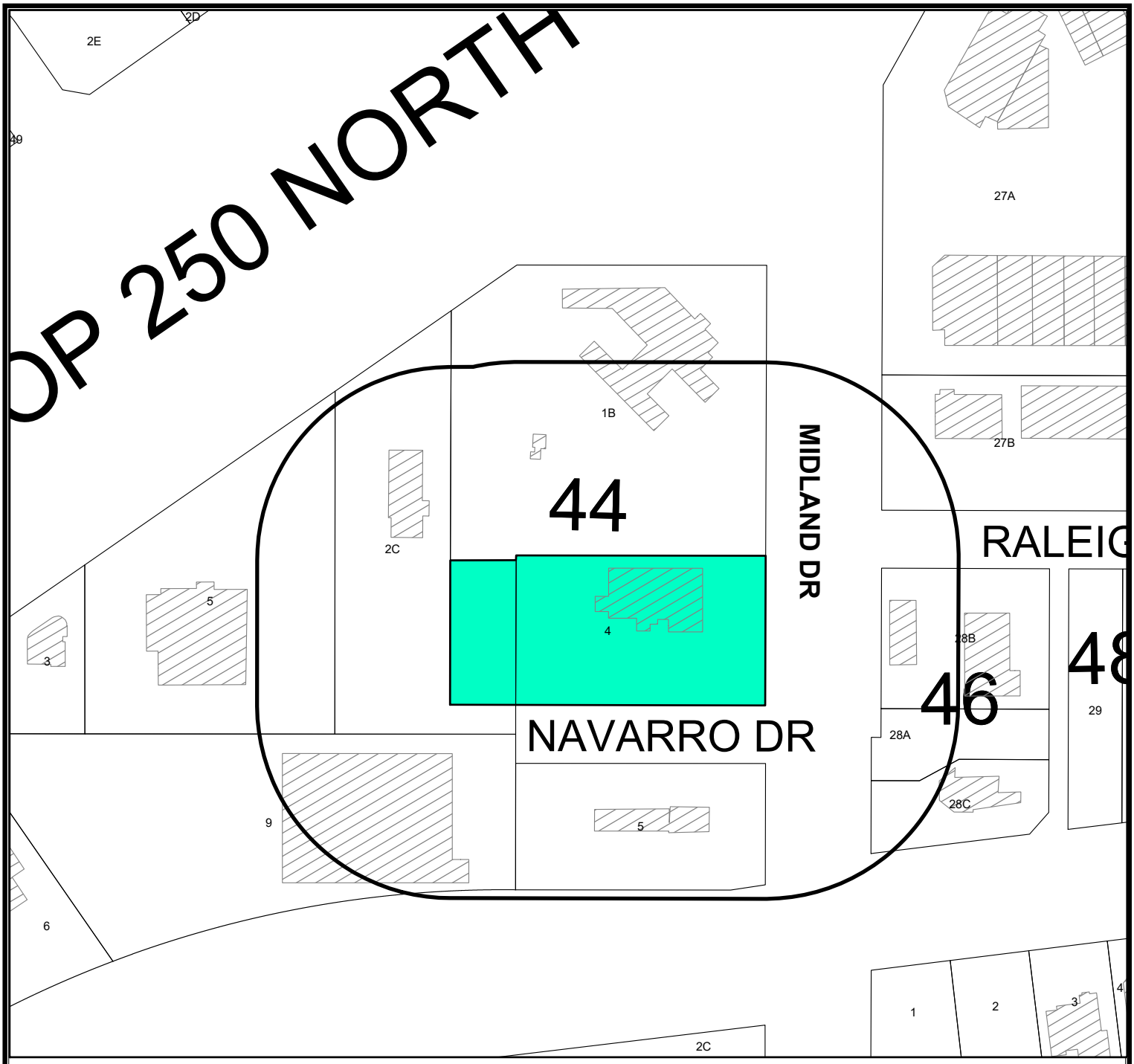
ALCOHOL CONSUMPTION SERVICE AREA = 3,710 S.F.

PARKING CALCULATIONS

88 PARKING SPACES INDICATED ON SITE

PROJECT: AS BUILT - 12.14.22
ROSA'S CAFE # 10
TORTILLA FACTORY
4301 N. MIDLAND DRIVE, MIDLAND, TEXAS 79707

AS.ST1



LOCATION MAP

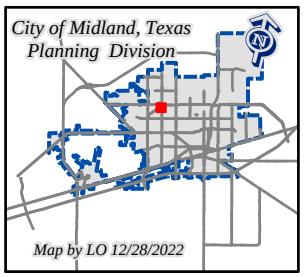
SUD-22-0147 **Scale: 1" = 200'**

Consider a request by Karen Hopkins for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a restaurant on Lot 4, Block 44, Fairmont Park, Section 18, City and County of Midland, Texas.

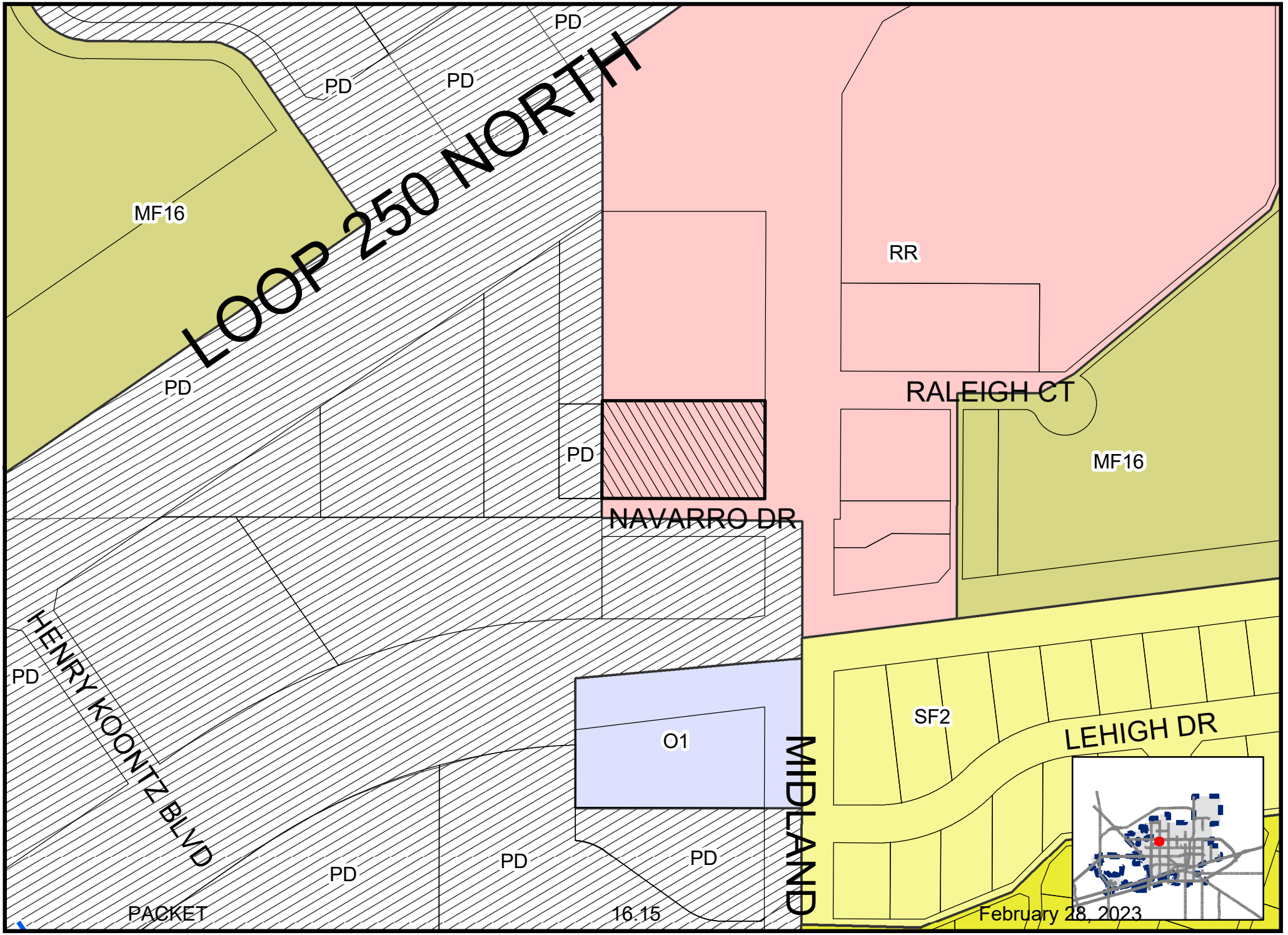
Generally located on the west side of North Midland Drive approximately 550 feet south of West Loop 250. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



February 28, 2023



Map By LO, 12/28/22

SUD-22-0147

Scale: 1" = 2,287'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


Rosa's
Café
TORTILLA
FACTORY


4301
ALON


MIDLAND
Planning
2214


STAPLES

ORDINANCE NO. 8454

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF CERTAIN PROPERTY DESCRIBED AS LOT 4, BLOCK 44, FAIRMONT PARK ADDITION, SECTION 18, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT, AND PD, PLANNED DISTRICT FOR A SHOPPING CENTER, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by the granting of a Specific Use Permit With Term, set out hereinafter, on the property described in Section One hereof;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned LR-2, Local Retail District, and PD, Planned District for a Shopping Center, to wit:

> Lot 4, Block 44, Fairmont Park Addition, Section 18, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term for the sale of all alcoholic beverages for on-premises consumption in a Restaurant, together

Case Number: S-06-011

CITY OF MIDLAND
Planning Division

APPLICATION FOR A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION

Applicant: ROSAS CAFE & TORTILLA FACTORY
Address: 4301 N. MIDLAND DRIVE (Street Address) 432.520.0489 (Phone)
MIDLAND (City) TEXAS (State) 79707 (Zip Code)

Property Owner: ROSAS CAFE & TORTILLA FACTORY
Address: 4055 INTERNATIONAL PLAZA #400 (Street Address) 817.377.6200 (Phone)
FORT WORTH (City) TX (State) 76109 (Zip Code)

Operator: _____
(Individual who will operate or manage the facility if different from applicant or owner)
Address: _____ (Street Address) (Phone)
(City) (State) (Zip Code)

Type of Business: RESTAURANT
(Type of operation, i.e. Bar, Lounge, Nightclub, Restaurant, etc.)

Street address and Legal Description of property on which Specific Use Permit with Term is desired (complete Lot, Block, and Land Subdivision Name description, or, if not in a recorded plat, attach a Metes and Bounds description.)

4301 N. MIDLAND DRIVE
LOT 4, BLOCK 49, FAIRMONT PARK ADDITION, SECTION 18

Site plan or location drawing shall be attached when applicable (16 copies) and a CD in .pdf and .jpg format shall be submitted containing the site plan or location drawing.

Present Zoning Classification: LR2

Maximum Floor Area: 5,673 ~~6,004~~ SF

Maximum Seating Capacity: 244

Reason for request: RESTAURANT SELLING ALCOHOLIC BEVERAGES

Proposed hours and days of alcoholic beverage sales: MON - SAT: 10:30 AM - 12:00 MIDNIGHT
SUN: 12:00 NOON - 12:00 MIDNIGHT

RECEIVED
AUG 22 2006

Check the types of alcoholic beverage sales desired:

__X__ Beer _____ Wine __X__ Mixed Beverages

Reasons in applicant's opinion why the requested Specific Use will not adversely affect the public safety, health, morals, general welfare, and convenience:

_____

_____

_____

NOTE: If property owner is to be represented by an authorized agent, the agent should indicate the property owner's name and his own on the lines provided above and complete the affidavit below.

A $300.00 fee must accompany all requests. If no public hearing is called, then 80% of this fee will be refunded.

Applicant's Signature: _____ Date: _____

Property Owner's Signature: _____ Date: _____

By Authorized Agent: Karen Hopkins Date: 8-21-06

Before me, the undersigned authority, on this day personally appeared Karen Hopkins who, being by me duly sworn, upon oath says: That she is authorized by Rosa's Cafe, the owner of the above described property, to fully represent him in this application and that he had the legal right, power and authority to sign said owner's name hereto as his attorney in fact.

Karen Hopkins
(Signature of Affiant)

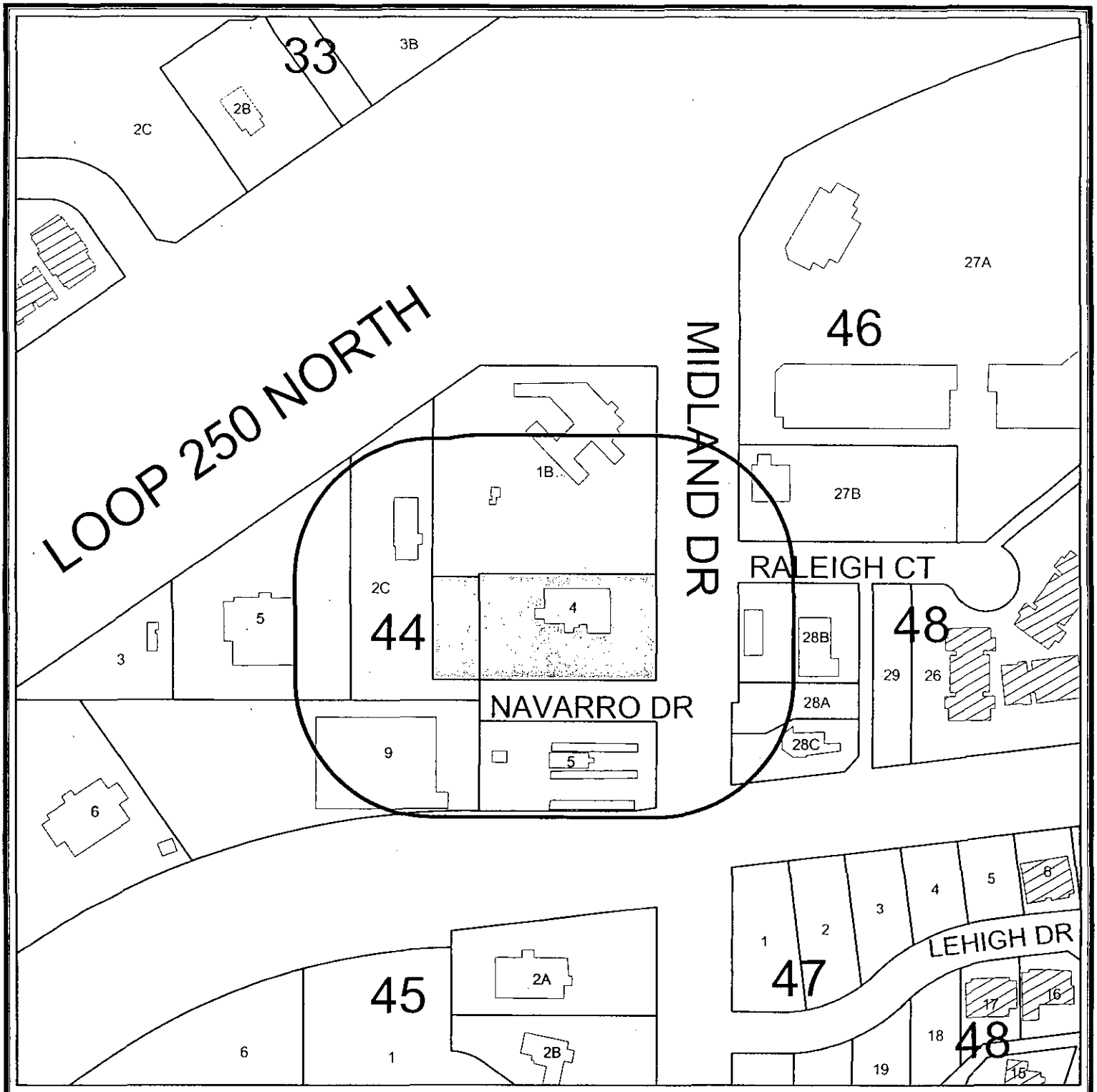
Subscribed and sworn to before me, by the said _____,
this 21 day of August, 2006, to certify which witness my hand and seal of office.

Chandra D Giles
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

CHANDRA D. GILES
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/28/2007

FOR OFFICE USE ONLY
Rec'd By: MA Date: 8-22-06
Assigned: DC
For: P+Z On: 9/18/06

****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

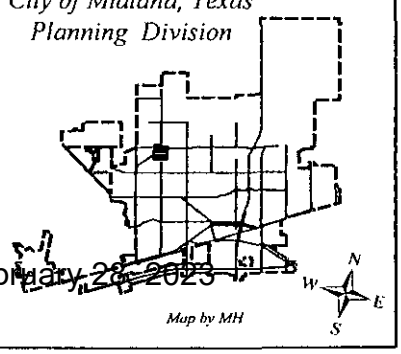
P - 06 - 011 **Scale: 1" = 200'**

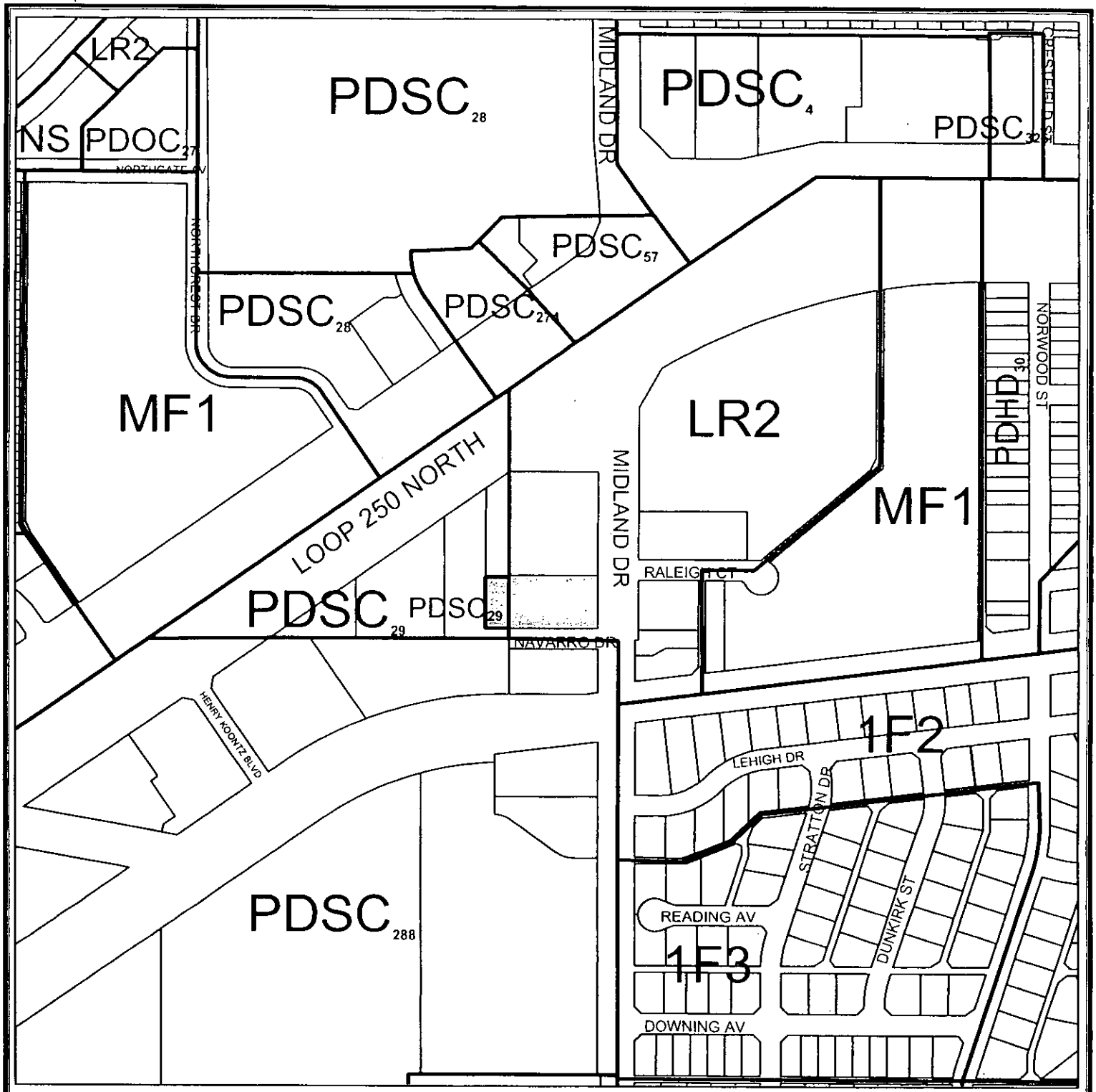
Consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on Lot 4, Block 44, Fairmont Park Addition, Section 18, Packet County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS

City of Midland, Texas
Planning Division





ZONING MAP

S - 06 - 011 **Scale: 1" = 400'**

Consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on Lot 4, Block 44, Fairmont Park Addition, Section 18, City and County of Midland, Texas.

LEGEND

ZONING | PARCELS | CITY LIMITS

SPECIFIC USE PERMITS | PUBLIC BLDGS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	GR, CR	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

with the uses permitted in the present LR-2, Local Retail District.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

1. That the use and development of this property as a restaurant selling alcoholic beverages shall conform to the site plan, attached hereto as Exhibit "A", and incorporated herein for all purposes.

2. That the restaurant shall not exceed 5,673 contiguous square feet in area.

3. That the maximum seating capacity shall not exceed 240 persons.

4. That the time of alcoholic beverage sales shall be limited to Monday through Saturday from 10:30 a.m. to 12:00 midnight, and Sunday from 12:00 noon to 12:00 midnight.

5. That the use and operation of this restaurant shall conform with all the laws of the State of Texas and the regulations pertaining to the sale and consumption of alcoholic beverages specified in the Midland City Code.

SECTION THREE. That Ordinance No. 7357, adopted August 23, 1994, is hereby expressly repealed for all purposes.

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 10th day of October, A.D., 2006; and passed to second reading on motion of Council member Perry, seconded by Council member Morgan, by the following vote:

Council members voting "AYE": Perry, Morgan, Dingus, Canon and Hailey

Council members voting "NAY": Simpson

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Morgan, seconded by Council member Hailey, on the 24th day of October, A.D., 2006, at a regular meeting of the City Council:

Council members voting "AYE": Morgan, Hailey, Perry, Dingus, Canon and Dufford

Council members voting "NAY": Simpson

PASSED AND APPROVED THIS 24th day of October, A.D., 2006.

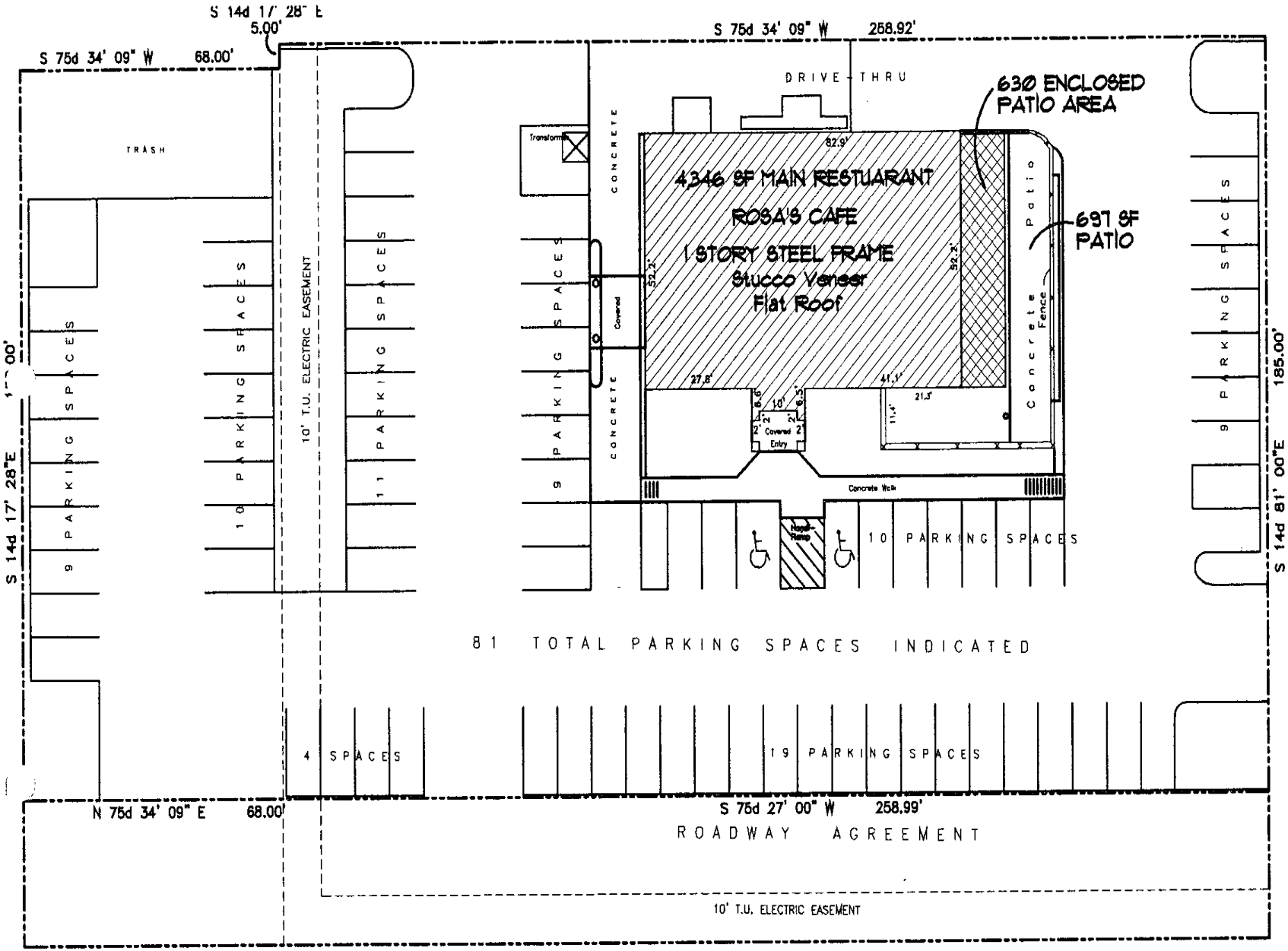
Michael J. Canon, Mayor

ATTEST:

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



0 10 20 40 60

LOCATION PLAN

SCALE 1" = 30' - 0"

4301 NORTH MIDLAND DRIVE

NAVARRO DRIVE

LOT 4, BLOCK 44
FAIRMONT PARK ADDITION, SECTION 18
MIDLAND, MIDLAND COUNTY, TEXAS

4,346 S.F. = MAIN RESTUARANT
630 S.F. = ENCLOSED PATIO

4,976 S.F. = TOTAL ENCLOSED RESTUARANT
697 S.F. = FENCED PATIO
5,673 S.F. = TOTAL AREA

February 28, 2023
CASE NO. S-06-07

SITE PLAN

Exhibit "A"

PACKET 18.28

City Council Agenda

Approved for Agenda:
MJohnston
City Manager's Office

MEETING DATE: October 10, 2006

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: S-06-011; SUP - Rosa's Cafe

Purpose:

Hold a public hearing at 11:03 a.m. and consider an ordinance on a request by Rosa's and Tortilla Factory for a Specific Use Permit with Term for the sale and on-premise consumption of alcoholic beverages in a restaurant.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

N/A

Discussion:

The Rosa's Café on Midland Drive has been operating with a specific use permit for the sale of alcoholic beverages in a restaurant since 1994. The owner would like to expand the indoor seating and increase the hours of operation.

The restaurant has 4,335 sq ft on the interior and 1,637 sq ft on the patio, with an occupancy of 180. The owners wish to reduce the size of the outdoor patio and add 64 seats on the interior, which would bring the occupancy to 244. Parking requirements will continue to be met and no change is proposed to the existing drive-thru lane.

Regarding hours of operation, the current SUP allows alcoholic beverage sales from 11:00 a.m. to 12:00 midnight on Monday - Saturday, and from 12:00 noon to 12:00 midnight on Sunday. The request is to allow such sales to commence at 10:30 a.m. on all days except for Sunday, which would remain at 12:00 noon as required by State law.

Attachments: Exhibit A - Site Plan

CDS

Planning and Zoning Commission Meeting
Minutes from September 18, 2006

S-06-011 - Hold a public hearing and consider a request by **Rosa's Café & Tortilla Factory** for a *Specific Use Permit with Term* for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on Lot 4, Block 44, Fairmont Park Addition, Section 18, City and County of Midland, Texas.

The applicant deferred comments to the staff. Ms. Cervantes presented the staff report. She stated the request is to amend the current Specific Use Permit to include an expansion in seating and increase in the hours of operation. With this change, 64 seats were added inside to bring the current occupancy to 244. The proposed days and hours of operation are Monday through Saturday, from 10:30 a.m. to 12:00 midnight and Sunday from 12:00 noon to 12:00 midnight. The Staff recommends approval of the request as submitted subject to Conditions A – F, with Item C being amended to read 244 persons.

Chairman Barlow asked if anyone in the audience wished to speak in favor or in opposition of the request. There being none, the public hearing was closed.

Chairman Barlow called for a motion. Mr. Davis made a motion to approve the request as submitted subject to Conditions A – F, with C being modified to read 244 persons. Ms. Moritz seconded the motion, and the motion passed unanimously.

PLANNING AND ZONING COMMISSION

September 18, 2006

CASE: S-06-011

REQUEST: Hold a public hearing and consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages for on-premise consumption in a Restaurant.

APPLICANT/OWNER: Rosa's Café & Tortilla Factory.

LEGAL DESCRIPTION: Lot 4, Block 44, Fairmont Park Addition, Section 18, City and County of Midland, Texas.

LOCATION: Generally located on the west side of N. Midland Drive, approximately 300 feet south of W. Loop 250 North.

CURRENT ZONING: LR-2, Local Retail District and PD, Planned District for a Shopping Center.

DETAILS OF REQUEST:

1. The Rosa's Café on Midland Drive has been operating with a specific use permit for the sale of alcoholic beverages in a restaurant since 1994. They are proposing to expand their seating and increasing their hours of operation, therefore an amendment to the current SUP is required. The proposed days and hours of alcoholic beverage sales are Monday through Saturday, from 10:30 a.m. to 12:00 midnight and Sunday from 12:00 noon to 12:00 midnight.

SITE PLAN:

2. This location consists of the main restaurant, an "enclosed" patio and a "fenced" patio. When it first opened, the restaurant had 4,335 square feet on the interior and 1,637 square feet on the patio, with a total occupancy of 180. Over time, the owners concluded that the open patio was too large, as most patrons preferred to dine inside. By reducing the outdoor patio to 697 square feet, the interior space was increased to 4,976 square feet. With this change, 64 seats were added inside bringing the current occupancy to 244. Even with the increased seating capacity, the parking requirements continue to be met – a minimum of 21 parking spaces are required and 81 are provided. No change is proposed to the existing drive-thru lane.

3. The current SUP allows alcoholic beverage sales between the hours of 11:00 a.m. to 12:00 midnight on Monday through Saturday, and from 12:00 noon to 12:00 midnight on Sunday. The request is to allow such sales to commence at 10:30 a.m. on all days except for Sunday, which would remain at 12:00 noon as required by State law. We believe the proposal to allow an increased occupancy and slightly increased time for serving alcoholic beverages is reasonable.

STAFF RECOMMENDATION:

We recommend approval of this request for a specific use permit with term, for on-premise consumption of all alcoholic beverages in a restaurant, subject to the following conditions:

A. That the use and development of this property as a restaurant selling alcoholic beverages shall conform to the attached site plan;

B. That the restaurant shall not exceed 5,673 square feet in area;

C. That the maximum seating capacity shall not exceed 180 persons;

D. That the days of alcoholic beverage sales shall be limited to Monday through Saturday from 10:30 a.m. to 12:00 midnight, and Sunday from 12:00 noon to 12:00 midnight;

E. That the existing Specific Use Permit with Term for the sale and on-premise consumption of all alcoholic beverages in a restaurant, issued by Ordinance 7357, shall be repealed;

F. That the use and operation of this restaurant shall conform with all of the laws of the State of Texas and the regulations pertaining to the sale and consumption of alcoholic beverages specified in the Midland City Code.

Cameron Walker, AICP
Planning Division Manager
Department of Development Services

Donna Cervantes, Planner
Department of Development Services

Attachments:

Application
Maps
Site Plan

City Council Meeting

Item Number: 17

Meeting Date: February 14, 2023, February 28, 2023

To: City Council / City Manager

From: Kelly Martinez, Kelly Martinez

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 7,464-SQUARE FOOT PORTION OF LOT 1, BLOCK 8, CLAYDESTA PLAZA, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF DESTA DRIVE AND SMITH ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, MIDPYR/Roger Gearhart, is requesting a Specific Use Designation (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a bar, located at 15 Smith Road, Suite 2222.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

PD, Planned Development District for an Office Center (Ordinance No. 5995, 5632b)

Surrounding Zoning and Land Use:

The properties to the north, east, and south are zoned PD, Planned Development District, and the location of the Claydesta Memorial Fountain. The property to the east is zoned PD, Planned Development District, and the location of the Claydesta Center (offices). The properties to the south are zoned RR, Regional Retail District and O-1, Office District and the location of restaurants and office buildings. The location to the north is zoned PD, Planned Development, and the location of vacant land.

Discussion:

The property is located at 15 Smith Road, Suite 2222 in a PD, Planned District for an Office Center, which is regulated by Ordinance Numbers 5995 and 5632b. This zoning district permits the sale of all alcoholic beverages, for on-premises consumption, in a bar with the approval of a Specific Use Designation with Term. The floor plan attached hereto as “Exhibit A” illustrates that the establishment, will have a total square footage of 7,464 square feet, with an alcohol serviceable area of 6,320 square feet. This business is located within an office center that has shared parking. Therefore, all the businesses located in this office center has access to the parking spaces at any given time.

The proposed days and hours of operation including alcohol sales are the following:

Monday through Sunday from 11:00 a.m. 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 project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objections. [For Applicant's Information Only.]
Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved with Conditions)

The SUD for The Apex Club is acceptable. The property must adhere to the maximum occupant load of 421 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code. This is contingent on the approval of the building permit and any alterations that might take place during renovations/construction as part of the required permit.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) The Axe Club offers a new concept to the nightlife in the city. This modern space provides Midland residents with a unique social gathering experience.

This request was recommended for approval on February 6, 2023, Planning and Zoning Commission meeting.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, subject to conditions A through G.

Conditions:

A. That the alcohol serviceable area of the nightclub shall be limited to approximately 6,320 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Monday through Sunday from 11:00 a.m. 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 and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.

G. That in accordance with Section 11-1-9.07.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 February 1, 2022, staff has not received any letters of objections.

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 7,464-SQUARE FOOT PORTION OF LOT 1, BLOCK 8, CLAYDESTA PLAZA, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF DESTA DRIVE AND SMITH ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 7,464-square foot portion of Lot 1, Block 8, Claydesta Plaza, 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 PD, Planned Development District for an Office Center.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 6,320 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

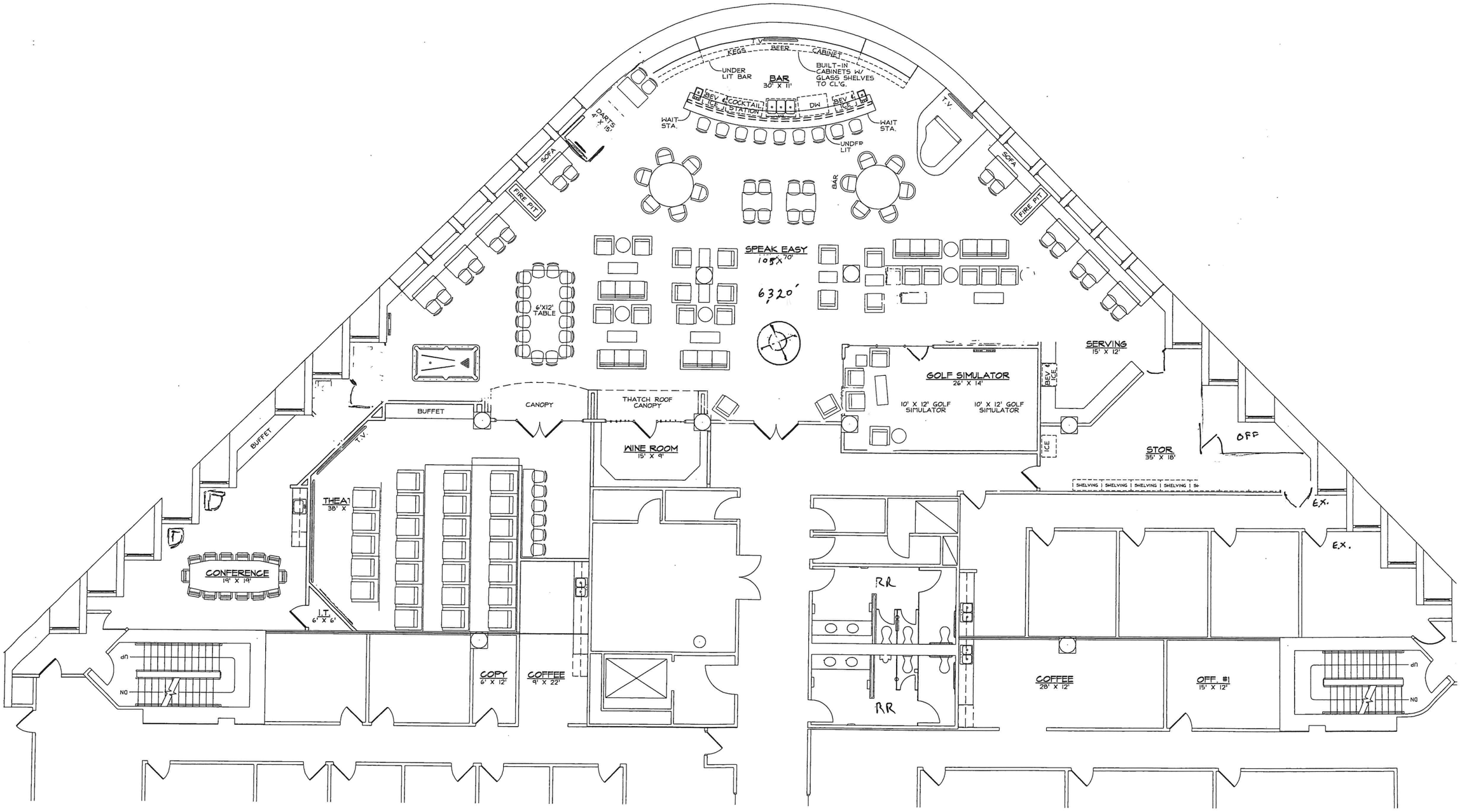
_____
Amy M. Turner, City Secretary

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: jmertink@gmail.com Cell: (432) 425-5297

PROPOSED LEASE SPACE REMODEL FOR:
THE LOUNGE
2ND FLOOR - APEX BUILDING
#15 SMITH ROAD
MIDLAND TEXAS

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DATE:
SEPT. 08, 2022
DWG2022/GaryGlasscock/Apex/Apex-2022-A1
JOB # JM22067

A PROPOSED FLOOR PLAN
SCALE N. T. S.

EXHIBIT "A"

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUP-22-0146
Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: MIDPYR, LLC/ ROGER GEARHART 432 557-9920		Phone (432) 362-0401 Email roger@gbe7.com	
Address 6706 MOSSWOOD DR	City MIDLAND	State TX	Zip 79707

Property Owner Printed Name: TOGB, LLC / GARY M. GLASSCOCK, MANAGER		Phone (432) 685 1980 Email DENISE.HUBBARD@TGMAR.COM	
Address 203 W. WALL ST STE 1200	City MIDLAND	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 15 SMITH RD SUITE 2222 MIDLAND, TEXAS 79705

Business Name: THE APEX CLUB

Legal Description
Lot: 001 Block: 008 Subdivision: CLAYDESTA

Current Zoning: COMMERCIAL OFFICE

Reason for Request: SALE OF ALCOHOL

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: BAR

Proposed/Current Days and Hours of Operation: 7 DAYS A WEEK 11:00 AM - 12:00 AM

Proposed Days and Hours of Alcohol Service: 7 DAYS A WEEK " " " "

Total Square Footage of Business: 7,464

Square Footage of Alcohol Serviceable Area: 6,320

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 2 / 1	**Bathroom Sinks:** 2
	Women	**Toilets:** 3	**Bathroom Sinks:** 2

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # PACKET
- Received By: KM
- ☑ Dimensioned Floor Plan
- ☑ Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

RECEIVED
DEC 21 2022
BY: .....

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating 151
  - Exits 2
  - Restrooms 2
  - Kitchen (if applicable) NA
  - Total Square Footage 7464
  - Serviceable Square Footage 6,320
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 12-19-22
Applicant (printed): ROGER GEARHART	
Property Owner (signature):	Date: 12-19-22
Property Owner (printed): GARY M GLASSCOCK, MANAGER	

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 Roger Gearhart who, being by me duly sworn, upon oath says: That (s)he is authorized by DL, 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 19th day of December, 20 22, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

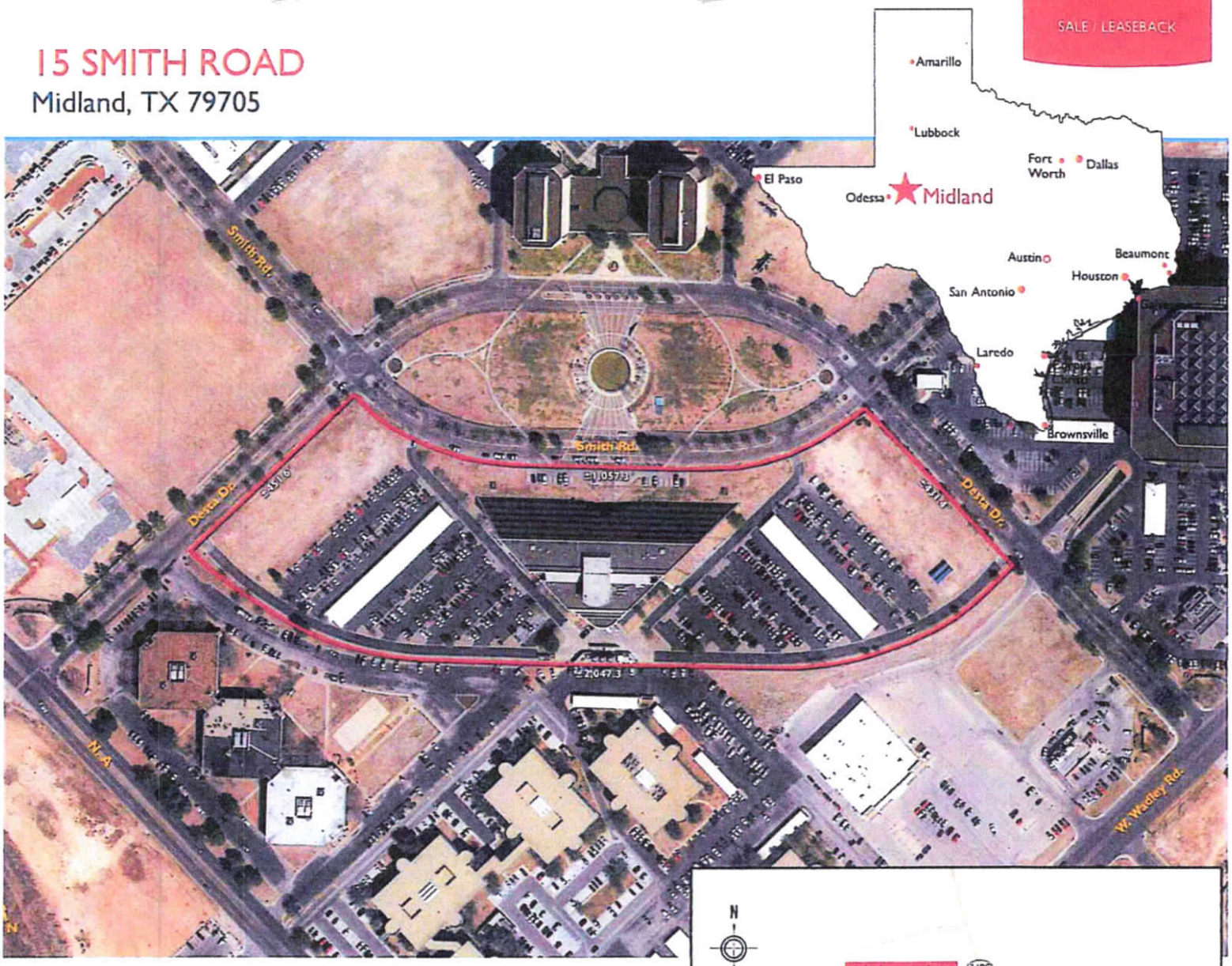
NOTARY PUBLIC STATE OF TEXAS
Krystal Nichole Britt
My Commission Expires
12/23/2024
ID No 128412467

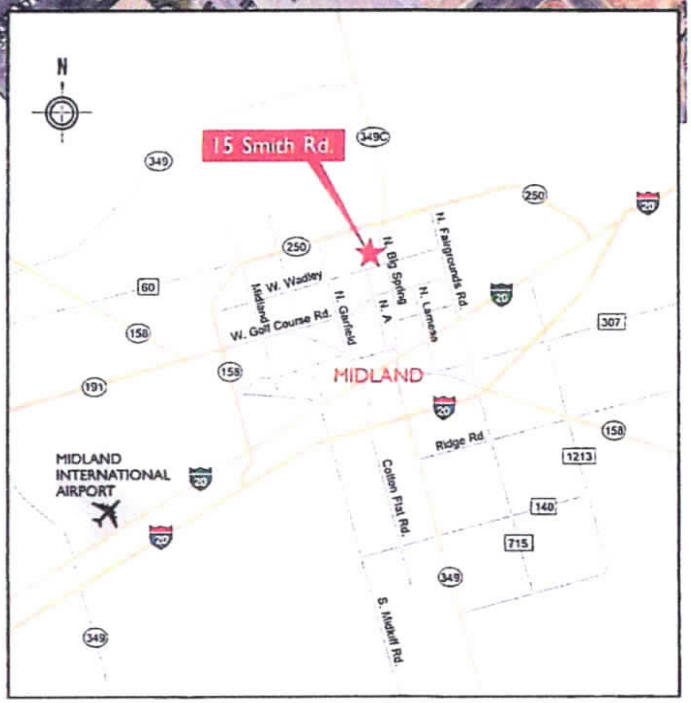
****Application will not be considered for scheduling until reviewed by a planner.****

15 SMITH ROAD

Midland, TX 79705

SALE / LEASEBACK



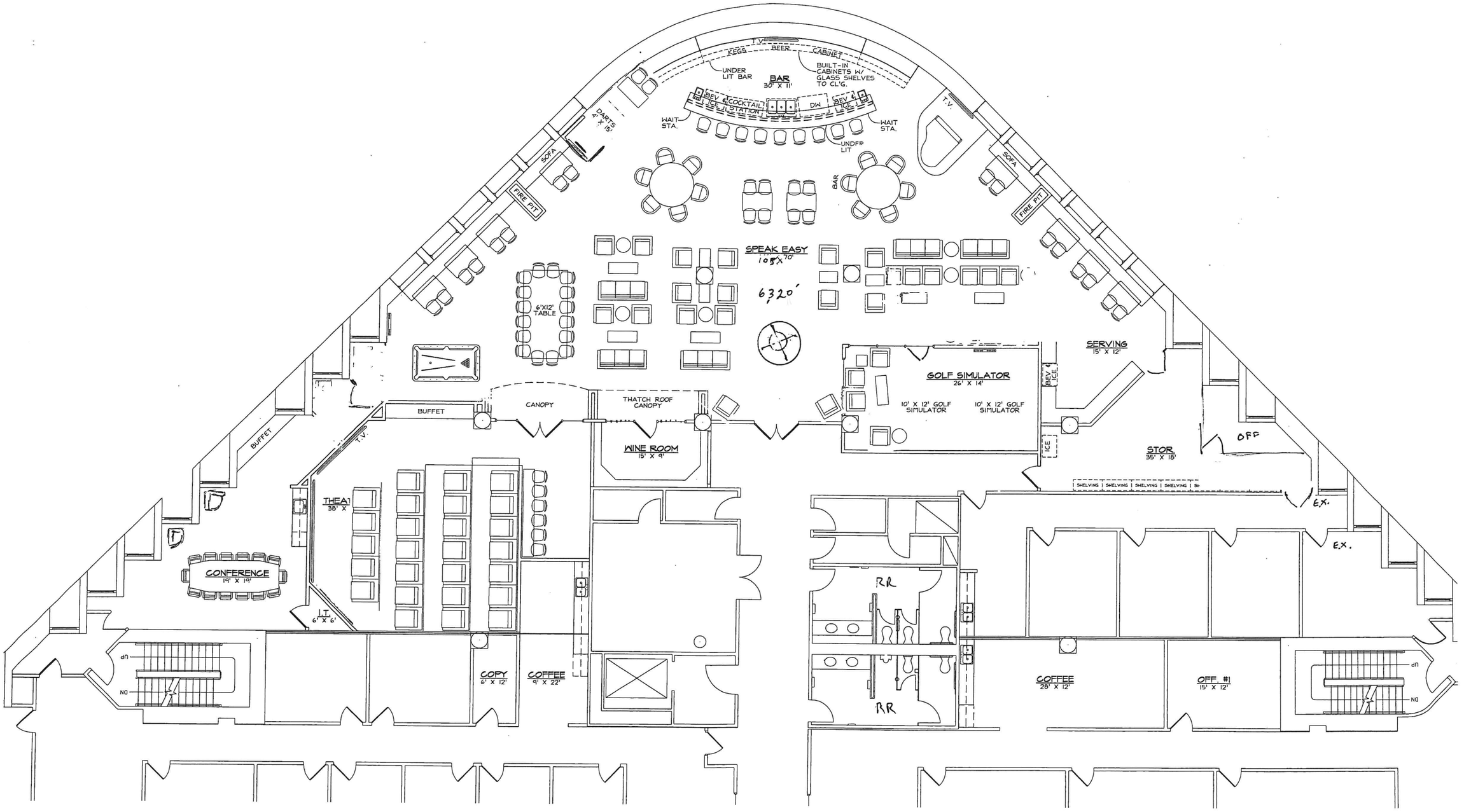


MIDLAND, TEXAS

With a current population of approximately 154,000, Midland is an important west Texas metropolitan area, that has exhibited a solid stretch of growth in the recent past. The Midland area has consistently outperformed most major markets in terms of employment levels.

Located along the north side of Interstate 20 between Big Spring and Odessa, Midland is a thriving regional energy center with an impressive roster of energy companies including several integrated majors, large domestic focused E&P firms, and dozens of globally recognized oilfield service and transmission companies.

STAGG INVESTMENT GROUP, INC.
203 W. Wall Street, Suite 1200, Midland, TX 79701
T: (432) 685-1980 F: (432) 685-1242



PREPARED BY:
J M DRAFTING & DESIGN
Email: jmertink@gmail.com Cell: (432) 425-5297

PROPOSED LEASE SPACE REMODEL FOR:
THE LOUNGE
2ND FLOOR - APEX BUILDING
#15 SMITH ROAD
MIDLAND TEXAS

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DATE:
SEPT. 08, 2022
DWG2022/GaryGiesecke/Apex/Apex-2022-A1
JOB # JM22067

A PROPOSED FLOOR PLAN
SCALE N. T. S.

pr

ORDINANCE NO. 5995

AN ORDINANCE AMENDING ORDINANCE NO. 5632b CREATING A "PLANNED DISTRICT" FOR AN OFFICE CENTER SO AS TO AMEND SUBPARAGRAPH 1 OF PARAGRAPH A OF SECTION TWO THEREOF TO CHANGE THE SPECIAL CONDITIONS AND RESTRICTIONS OF SAID "PLANNED DISTRICT"; 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 amendment of the "Planned District" created by Ordinance No. 5632b 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 Subparagraph 1 of Paragraph A of Section Two of said Ordinance No. 5632b is hereby amended so as to hereafter read as follows:

> 1. That the basement of the building on Block 4 of Claydesta Plaza, an Addition to the City of Midland, Midland County, Texas, located as shown on the attached location drawing, may be used for printing and distribution of oil field scouting reports, job printing and blueprinting services as well as the limited retail uses permitted by an "O-2", Office District. Additionally, the limited retail uses permitted by an "O-2", Office District, (and the area used for printing and distribution of oil field scouting reports, job printing or blueprint services within said designated building) shall not occupy in total more than one-sixth (1/6) of the floor area of any building without regard to a maximum percentage of the total floor area of the tract on which the building is located.

SECTION TWO. That definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

Councilmen voting "AYE": Sloan, Hatfield and Akins

Councilmen voting "NAY": None
Councilmen ABSTAINING: Thomas and Davidson
PASSED AND APPROVED THIS 25th day of May, A.D., 1982.

G. Thane Akins, Mayor

ATTEST:

J. W. McCullough, City Secretary

APPROVED AS TO FORM:

J. M. Nuessle, City Attorney

pr

ORDINANCE NO. 5995

AN ORDINANCE AMENDING ORDINANCE NO. 5632b CREATING A "PLANNED DISTRICT" FOR AN OFFICE CENTER SO AS TO AMEND SUBPARAGRAPH 1 OF PARAGRAPH A OF SECTION TWO THEREOF TO CHANGE THE SPECIAL CONDITIONS AND RESTRICTIONS OF SAID "PLANNED DISTRICT"; 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 amendment of the "Planned District" created by Ordinance No. 5632b 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 Subparagraph 1 of Paragraph A of Section Two of said Ordinance No. 5632b is hereby amended so as to hereafter read as follows:

> 1. That the basement of the building on Block 4 of Claydesta Plaza, an Addition to the City of Midland, Midland County, Texas, located as shown on the attached location drawing, may be used for printing and distribution of oil field scouting reports, job printing and blueprinting services as well as the limited retail uses permitted by an "O-2", Office District. Additionally, the limited retail uses permitted by an "O-2", Office District, (and the area used for printing and distribution of oil field scouting reports, job printing or blueprint services within said designated building) shall not occupy in total more than one-sixth (1/6) of the floor area of any building without regard to a maximum percentage of the total floor area of the tract on which the building is located.

SECTION TWO. That definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

Councilmen voting "AYE": Sloan, Hatfield and Akins

Councilmen voting "NAY": None
Councilmen ABSTAINING: Thomas and Davidson
PASSED AND APPROVED THIS 25th day of May, A.D., 1982.

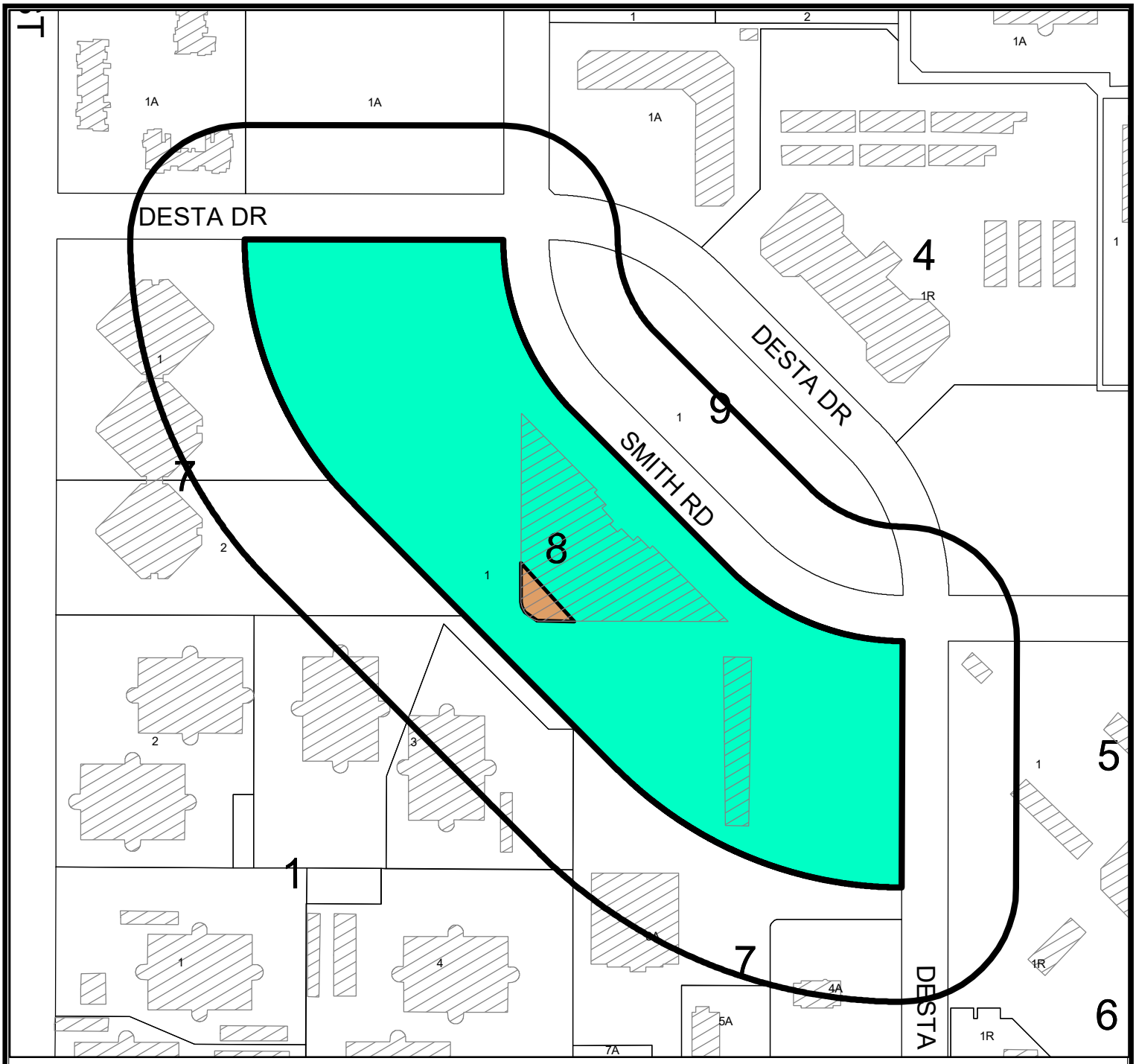
G. Thane Akins, Mayor

ATTEST:

J. W. McCullough, City Secretary

APPROVED AS TO FORM:

J. M. Nuessle, City Attorney



LOCATION MAP

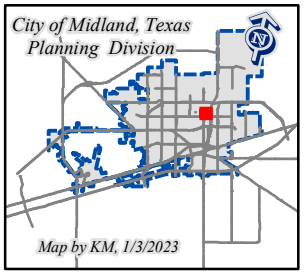
SUD-22-0146 **Scale: 1" = 200'**

Consider a request by MIDPYR LLC/Roger Gearhart for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption in a Bar, on a 7,464-square foot portion of Lot 1, Block 8, Claydesta Plaza, City and County of Midland, Texas.

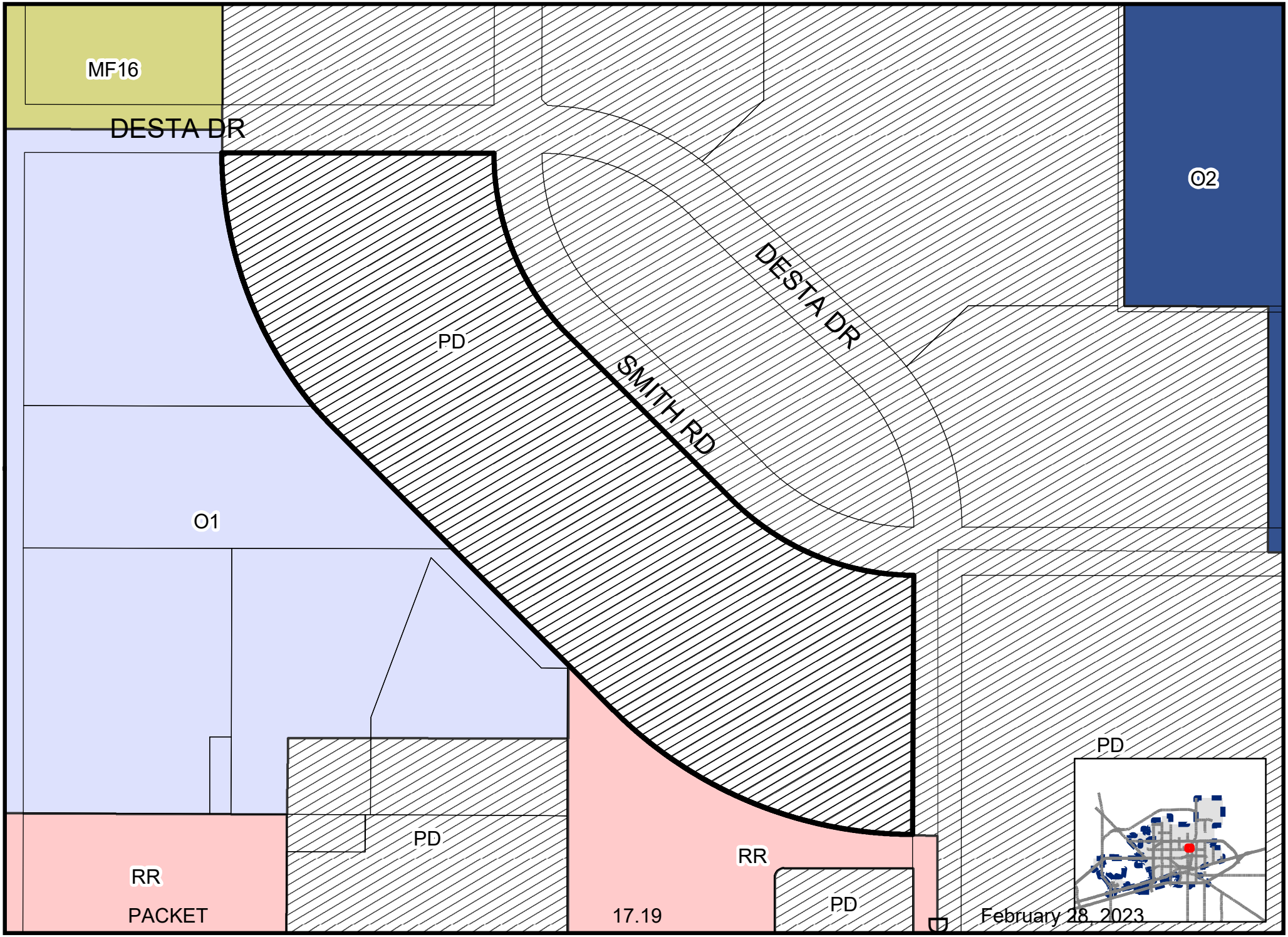
Generally located on the southwest corner of Desta Drive and Smith Road (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By KM, 12/30/22

SUD-22-0146

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A 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: February 14, 2023, February 28, 2023

To: City Council / City Manager

From: James Reber, Planner

Subject: AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 10.817-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 158 AND STATE HIGHWAY 191); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Purpose:

The applicants, CG 191 and 158 LLC, are requesting annexation of a 10.817-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, located on the southeast corner of the intersection of W State Highway 158 and State Highway 191, for the use of general retail.

Recommended City Council Action:

Approve

Fiscal Impact:

Additional land to be developed under City regulations in an expanded growth area.

Discussion:

The applicants, CG 191 and 158 LLC, are requesting for the initial zoning of annexed land to RR, Regional Retail District, for the use of general retail. The proposed annexation will allow the provision of City services to the property. This is considered a voluntary annexation.

On December 6, 2023, the service agreement between the City and the property was executed. This is the next step in the annexation process.

This project has been circulated to all respective departments for internal review and received no objections.

Engineering: (Approved)

No objections. [For the Applicant's information only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Fire: (Approved)

No objections to annexation

Building Code: (Approved)

ETJ, no jurisdiction

Oil and Gas: (Approved)

No Oil and Gas issues.

GIS: (Approved)

No comments yet...

Planning: (Approved)

The Future Land Use Plan in the Tall City Tomorrow Comprehensive Plan calls for Urban – High (U – H) land uses in this area. Proposed uses should consist of a mix of complimentary uses, including multi-family residential, large offices, medical buildings, regional commercial, limited industrial, institutional uses such as churches, schools, or hospitals, and other regional attractors.

As this proposed development will conform with the Tall City Tomorrow Comprehensive Plan, staff recommends approval of this annexation.

Attachments:

Petition for Annexation (Exhibit A)
Signed Service Agreement (Exhibit B)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 10.817-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 158 AND STATE HIGHWAY 191); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on February 14, 2023, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published on the City of Midland, Texas' Internet website on January 25, 2023, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on January 27, 2023; and

WHEREAS, all required notices of the proposed annexation and the public hearing were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 10.817-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR

Co. Survey, Midland County, Texas, and being more fully described by metes and bounds in the petition for annexation attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for the purpose of recording in the Deed Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
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"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, CG 1914158 LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Coy Haynes

Printed Name

Owner

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

SHYRL D. JOHNSTON
Notary Public, State of Texas
Comm. Expires 05-25-2025
Notary ID 131145063

This instrument was acknowledged before me on the 12TH day of October 2022, by Coy Haynes in the capacity herein stated.

MY COMMISSION EXPIRES

05/25/2025

Notary Public, State of 10/12/2022

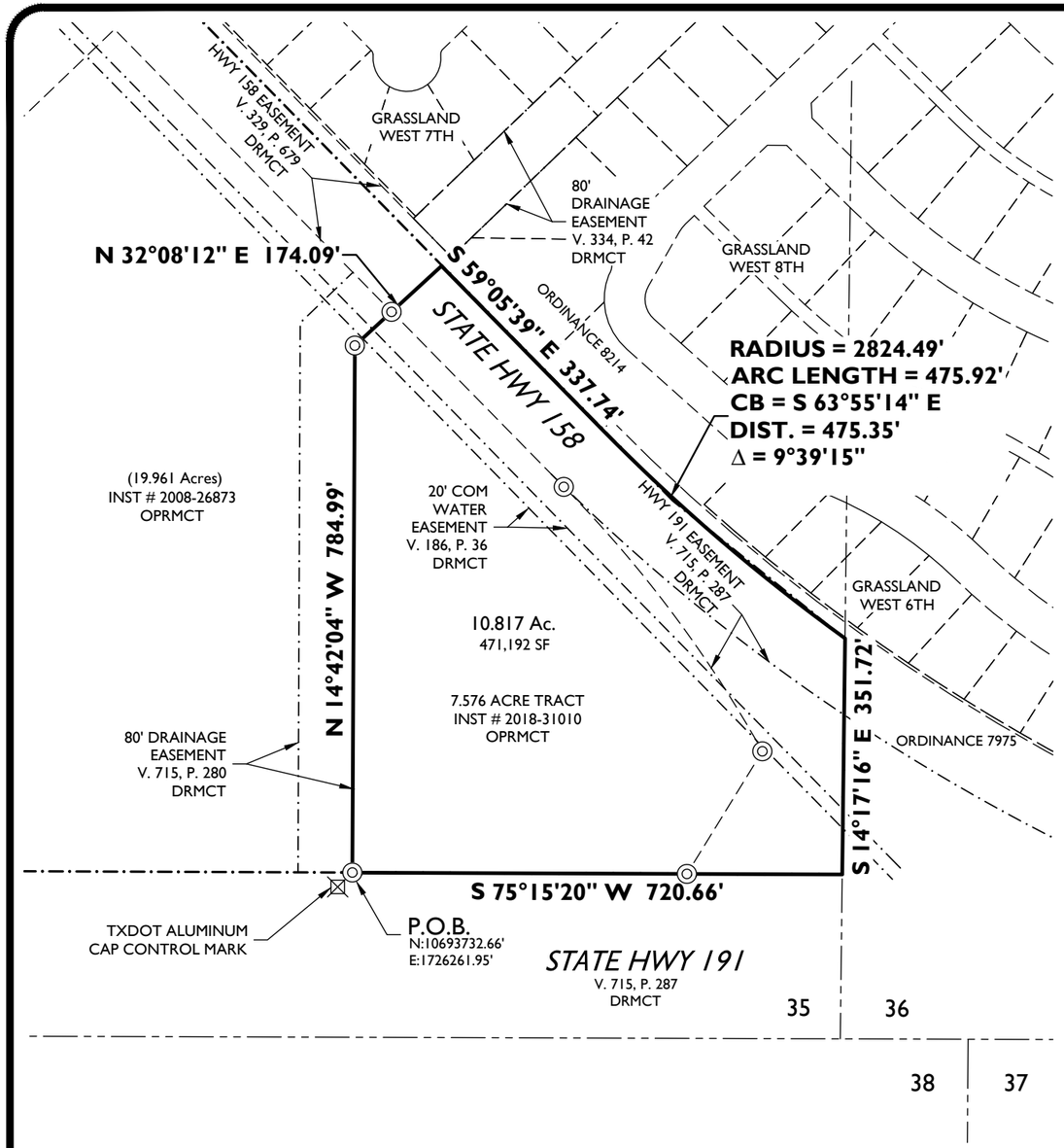


EXHIBIT A



0' 200' 400'

ORIGINAL SCALE: 1" = 200'

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT
- CONTROL MARK
- TRACT BOUNDARY
- EXISTING LOTS
- EXISTING EASEMENTS
- EXISTING SECTION LINE
- EXISTING CITY LIMITS

FIELD NOTE DESCRIPTION

FIELD NOTE DESCRIPTION OF A 10.817 ACRE TRACT OF LAND, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, BEING A PORTION OF THAT SAME LAND AS DESCRIBED AS TRACT SEVEN IN A WARRANTY DEED FILED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, TEXAS, ALSO DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2018-2101 OF SAID "OPR" AND A PORTION OF STATE HIGHWAY 158, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

***BEGINNING** AT N.(Y):10693732.66', E.(X): 1726261.95', WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH LINE OF STATE HIGHWAY 191, AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80 FOOT WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR" AND BEING A PORTION OF CALLED TRACT SEVEN AND BEING THE SOUTHWEST CORNER HEREOF;*

***THENCE** N.14°42'04"W., ALONG THE EAST LINE OF SAID DRAINAGE EASEMENT, 784.99 FEET TO A "TYPE I" FOUND AT AN ANGLE POINT HEREOF;*

***THENCE** N.32°08'12"E., ALONG THE SOUTHEAST LINE OF SAID DRAINAGE EASEMENT, AT 73.69 FEET PASSING A "TYPE I" FOUND ON THE SOUTHEAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, IN ALL 174.09 FEET TO A POINT ON THE SOUTHEAST LINE OF CITY ORDINANCE 8214, BEING 20.00 FEET FROM NORTHEAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, NEAR THE WESTERN MOST CORNER OF GRASSLAND ESTATES WEST SECTION 5, AS DEPICTED ON A PLAT RECORDED AS DOCUMENT NUMBER 20547 IN PLAT CABINET G ON PAGE 185 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY, FOR THE NORTH CORNER HEREOF;*

***THENCE** S.59°05'39"E. 20.00 FEET PARALLEL TO SAID RIGHT-OF-WAY, ALONG THE SOUTHEAST LINE OF SAID ORDINANCE, 337.74 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 2824.49 FEET, AND A CHORD BEARING AND DISTANCE OF S.63°55'14"E., 475.35 FEET;*

***THENCE** ALONG THE ARC OF SAID CURVE, CONCAVE TO THIS TRACT, 475.92 FEET TO A POINT ON OR NEAR THE EAST LINE OF SAID SECTION 35, BEING ON THE WEST LINE OF CITY ORDINANCE NUMBER 7975, FOR AN ANGLE CORNER HEREOF;*

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***THENCE** S.75°15'20"W., AT 228.45 FEET PASSING A "TYPE I" FOUND IN THE NORTH RIGHT-OF-WAY OF SAID STATE HIGHWAY 191, CONTINUING ALONG SAID RIGHT-OF-WAY, 720.66 FEET TO THE **POINT OF BEGINNING** CONTAINING 10.817 ACRES OF LAND.*

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NORTH AMERICAN DATUM OF 1983, TEXAS CENTRAL ZONE (4203), U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°56'51.02" AND A COMBINED SCALE FACTOR OF 0.999898361, AT A TX DOT ALUMINUM CAP CONTROL MARK LOCATED AT N.10693706.99, E.1726246.47, EL.2865.82*
2. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

JOB NO.:	FIELD WORK:	DRAWN BY:	REV 1:	REV 2:
220110		AK/AD		

I, GREGORY W. SHOULTS, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

OCTOBER 26, 2022

STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A

ANNEXATION BOUNDARY

A 10.817 ACRE TRACT OF LAND, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS

Drawing : F:\2022\220110-COY HAYNES (REF #210211, 210210, 180124) 191 & 158 MASTER PLAN & PLAT\DRAWINGS\ANNEXATION\220110 BOUNDARY SURVEY.DWG Last Saved By: ADevine on 10/27/22

MIDLAND
Planning Division

Annexation/Zone Change Application

Project Number: A-22-0032
Case Number: Z-22-0310

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: CG 191 And 158 LLC		Phone ( ) Email	
Address 1901 N Akard St	City Dallas	State TX	Zip 75201

Property Owner Printed Name: See Applicant		Phone (214) 335-4702 Email coy@laramie-inv.com	
Address 1901 N Akard St	City Dallas	State TX	Zip 75201

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432)262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: NA

Legal Description A 11.229 Acre Tract of Land, Situated in Section 35, Block 40, Township 1 South, Texas and Pacific Railway Company Survey, Midland County, Texas
Lot: Block: Subdivision:

Current Zoning: ETJ	**Proposed Zone:** RR *(List by tracts if more than one district is requested)*

Reason for Annexation/Zone Change Request: Advance the incorporation of this tract into the City Limits of Midland

Present Use of Property: vacant

Proposed Use of Property: General retail

How would this annexation/zone change affect the public health, safety and welfare?
no adverse affect. Addition of newly developed tracts to the City of Midland

Describe how this annexation/zone change will affect adjacent properties: Extend infrastructure and amenities west of existing City limits to make adjacent incorporation more feasible.

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): Coy Haynes	Date: 9/14/22
Applicant (printed): Coy Haynes	
Property Owner (signature): Coy Haynes	Date: 9/14/22
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.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L. Mellen, PE who, being by me duly sworn, upon oath says: That (s)he is authorized by CG 191 and 158, LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 15th day of September, 2022, to certify which witness my hand and seal of office.

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

Kelsey Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 3913	
Received By: ES	Date: RECEIVED OCT 21 2022

****Application will not be considered for scheduling until reviewed by a planner.****

PETITION FOR ANNEXATION

Dear City of Midland:

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Signature of Owner or Owner's Authorized Representative

Coy Haynes

Printed Name

Owner

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

SHYRL D. JOHNSTON
Notary Public, State of Texas
Comm. Expires 05-25-2025
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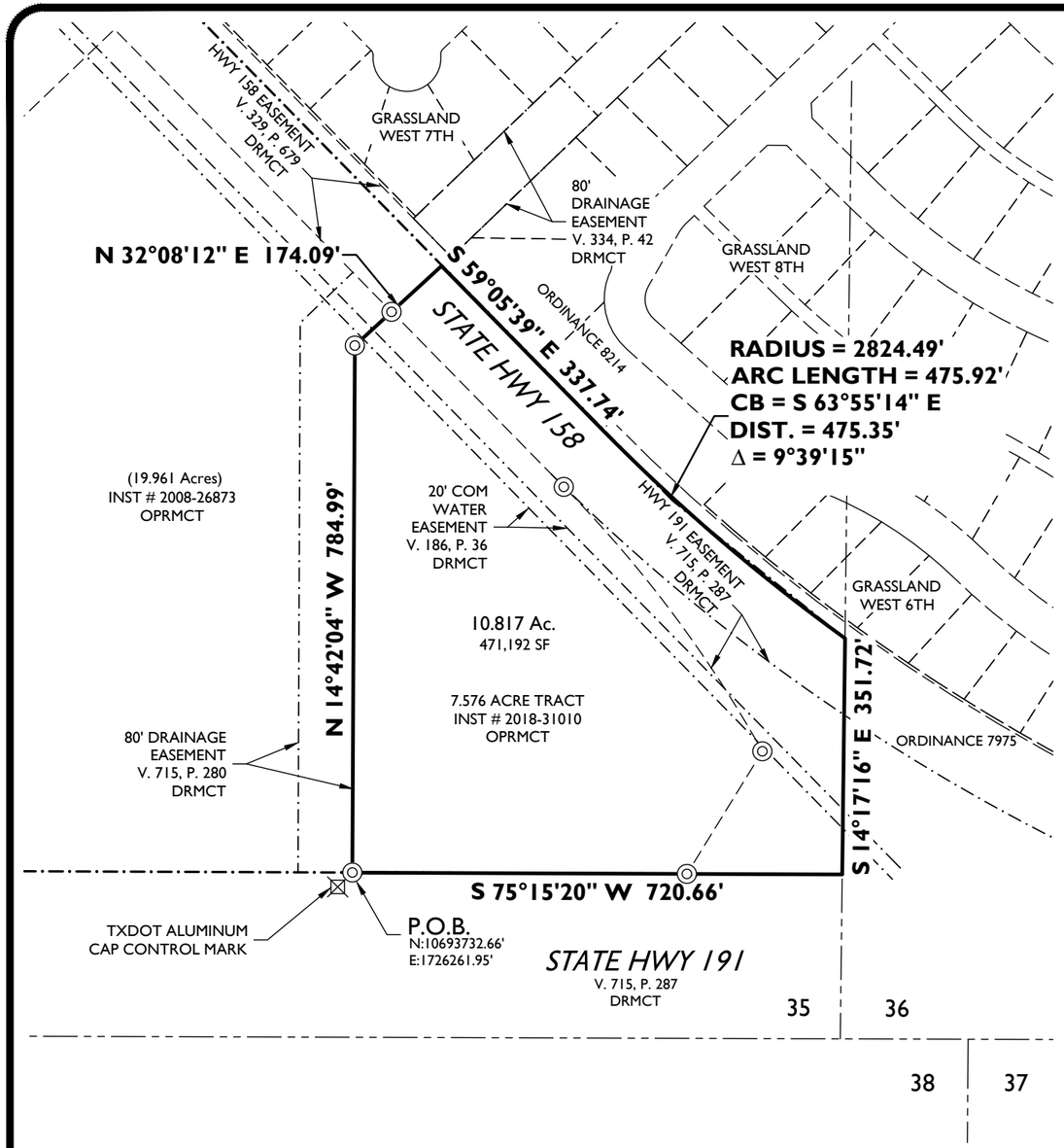


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GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

OCTOBER 26, 2022

STATE OF TEXAS
REGISTERED
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SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 6 day of December 20 22, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and CG 191 & 158 LLC, hereinafter referred to as "PETITIONER" whether one or more.

WHEREAS, a petition for annexation of a **10.817-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas,** said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").

B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.

C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:

   a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or

   b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.

D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.

E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.

F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.

G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. 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. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys' fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING

RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

THE PARTIES AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. EACH PARTY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND PETITIONER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.

B. **Notice.** Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as

follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to PETITIONER: CG 191 & 158 LLC
1901 N. Akard St.
Dallas, Texas 75201

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

C. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **Amendments, modifications, alterations.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

F. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

G. **Notice of alleged breach; statutory prerequisites.** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, PETITIONER or PETITIONER'S legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which PETITIONER will settle, the physical and mailing addresses of PETITIONER at the time and date the claim was presented and the physical and mailing addresses of PETITIONER for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom PETITIONER relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to PETITIONER that PETITIONER'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be

supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: Garrett Inman

Title: Manager

STATE OF Texas §

§

COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this 2 day of December, 20 22 personally appeared, Garrett Inman, an officer of EG 191 & 158 LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2 day of December, 2022.

_____

Notary Public, State of Texas

HILARY S YANCEY
NOTARY PUBLIC
ID# 132034323
State of Texas
Comm. Exp. 05-31-2023

Exhibit "A" to Service Agreement

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, CG 191 4152 LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Coy Haynes

Printed Name

Owner

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

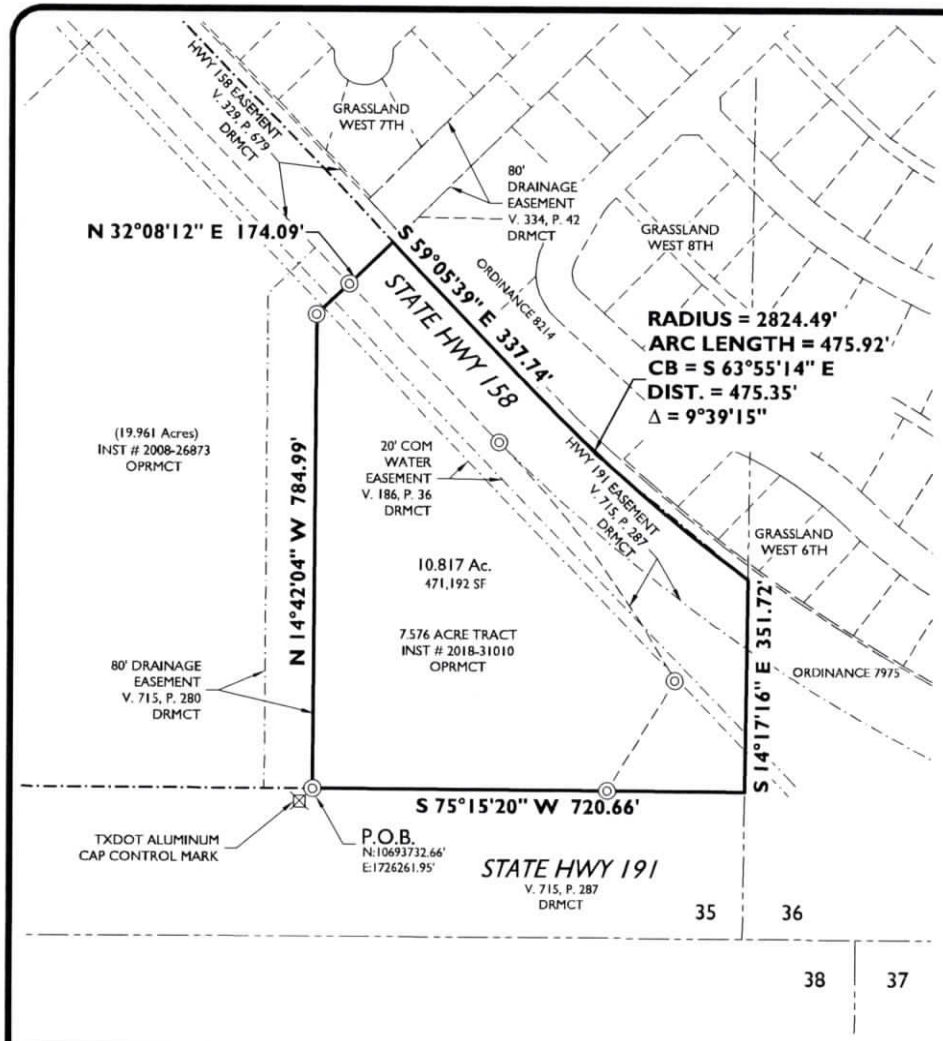
SHYRL D JOHNSTON
Notary Public State of Texas
Comm. Expires 05-25-2025
Notary ID 131145063

This instrument was acknowledged before me on the 12TH day of October 2022, by Coy Haynes in the capacity herein stated.

MY COMMISSION EXPIRES

05/25/2025

Notary Public, State of 10/12/2022





0' 200' 400'

ORIGINAL SCALE: 1" = 200'

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT
- CONTROL MARK
- TRACT BOUNDARY
- EXISTING LOTS
- EXISTING EASEMENTS
- EXISTING SECTION LINE
- EXISTING CITY LIMITS

FIELD NOTE DESCRIPTION

FIELD NOTE DESCRIPTION OF A 10.817 ACRE TRACT OF LAND, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, BEING A PORTION OF THAT SAME LAND AS DESCRIBED AS TRACT SEVEN IN A WARRANTY DEED FILED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, TEXAS, ALSO DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2018-2101 OF SAID "OPR" AND A PORTION OF STATE HIGHWAY 158, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(Y):10693732.66', E.(X): 1726261.95', WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH LINE OF STATE HIGHWAY 191, AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80 FOOT WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR" AND BEING A PORTION OF CALLED TRACT SEVEN AND BEING THE SOUTHWEST CORNER HEREOF;

THENCE N.14°42'04"W., ALONG THE EAST LINE OF SAID DRAINAGE EASEMENT, 784.99 FEET TO A "TYPE I" FOUND AT AN ANGLE POINT HEREOF;

THENCE N.32°08'12"E., ALONG THE SOUTHEAST LINE OF SAID DRAINAGE EASEMENT, AT 73.69 FEET PASSING A "TYPE I" FOUND ON THE SOUTHEAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, IN ALL 174.09 FEET TO A POINT ON THE SOUTHEAST LINE OF CITY ORDINANCE 8214, BEING 20.00 FEET FROM NORTHEAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, NEAR THE WESTERN MOST CORNER OF GRASSLAND ESTATES WEST SECTION 5, AS DEPICTED ON A PLAT RECORDED AS DOCUMENT NUMBER 20547 IN PLAT CABINET G ON PAGE 185 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY, FOR THE NORTH CORNER HEREOF;

THENCE S.59°05'39"E. 20.00 FEET PARALLEL TO SAID RIGHT-OF-WAY, ALONG THE SOUTHEAST LINE OF SAID ORDINANCE, 337.74 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 2824.49 FEET, AND A CHORD BEARING AND DISTANCE OF S.63°55'14"E., 475.35 FEET;

THENCE ALONG THE ARC OF SAID CURVE, CONCAVE TO THIS TRACT, 475.92 FEET TO A POINT ON OR NEAR THE EAST LINE OF SAID SECTION 35, BEING ON THE WEST LINE OF CITY ORDINANCE NUMBER 7975, FOR AN ANGLE CORNER HEREOF;

THENCE S.14°17'16"E., ALONG SAID SECTION LINE, AND SAID WEST LINE OF SAID ORDINANCE, 351.72 FEET TO A POINT FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.75°15'20"W., AT 228.45 FEET PASSING A "TYPE I" FOUND IN THE NORTH RIGHT-OF-WAY OF SAID STATE HIGHWAY 191, CONTINUING ALONG SAID RIGHT-OF-WAY, 720.66 FEET TO THE **POINT OF BEGINNING** CONTAINING 10.817 ACRES OF LAND.

SURVEY NOTES:

1. BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NORTH AMERICAN DATUM OF 1983, TEXAS CENTRAL ZONE (4203), U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°56'51.02" AND A COMBINED SCALE FACTOR OF 0.99989836I, AT A TX DOT ALUMINUM CAP CONTROL MARK LOCATED AT N.10693706.99, E.1726246.47, EL.2865.82
2. SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

JOB NO.: 220110 | FIELD WORK: | DRAWN BY: AKJAD | REV 1: | REV 2:

I, GREGORY W. SHOULTS, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

OCTOBER 26, 2022

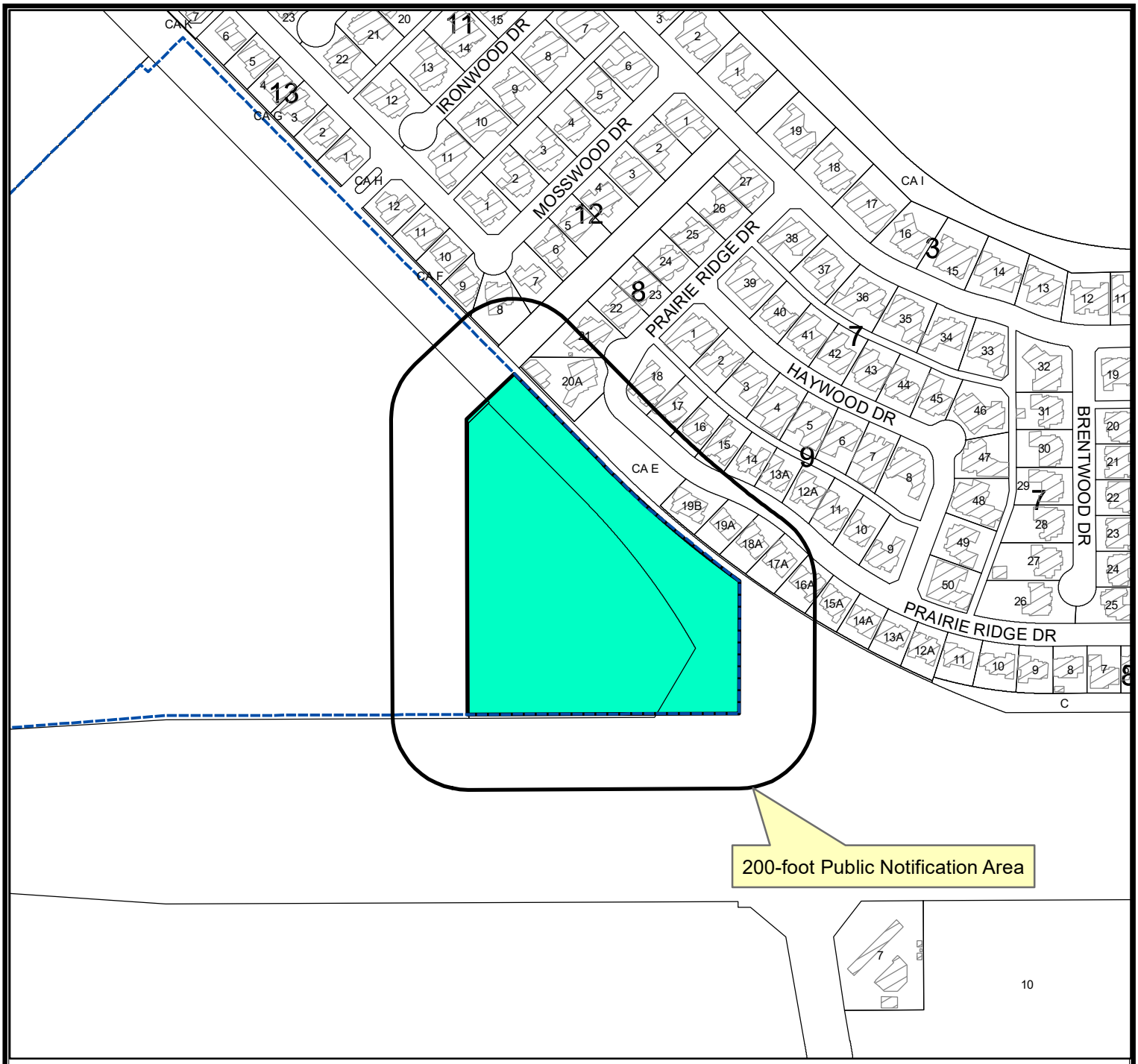
STATE OF TEXAS REGISTERED GREGORY W. SHOULTS 5356 PROFESSIONAL LAND SURVEYOR

EXHIBIT A

ANNEXATION BOUNDARY

A 10.817 ACRE TRACT OF LAND, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS

Drawing: F:\2022\220110-COY HAYNES (REF #210211, 210210, 180124) 191 & 158 MASTER PLAN & PLAT\DRAWINGS\ANNEXATION\220110 BOUNDARY SURVEY.DWG Last Saved By: ADevine on 10/27/22



LOCATION MAP

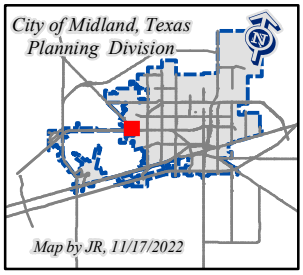
Z-22-0310 **Scale: 1" = 640'**

Consider a request by CG 191 and 158 LLC for the initial zoning of a 10.817-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

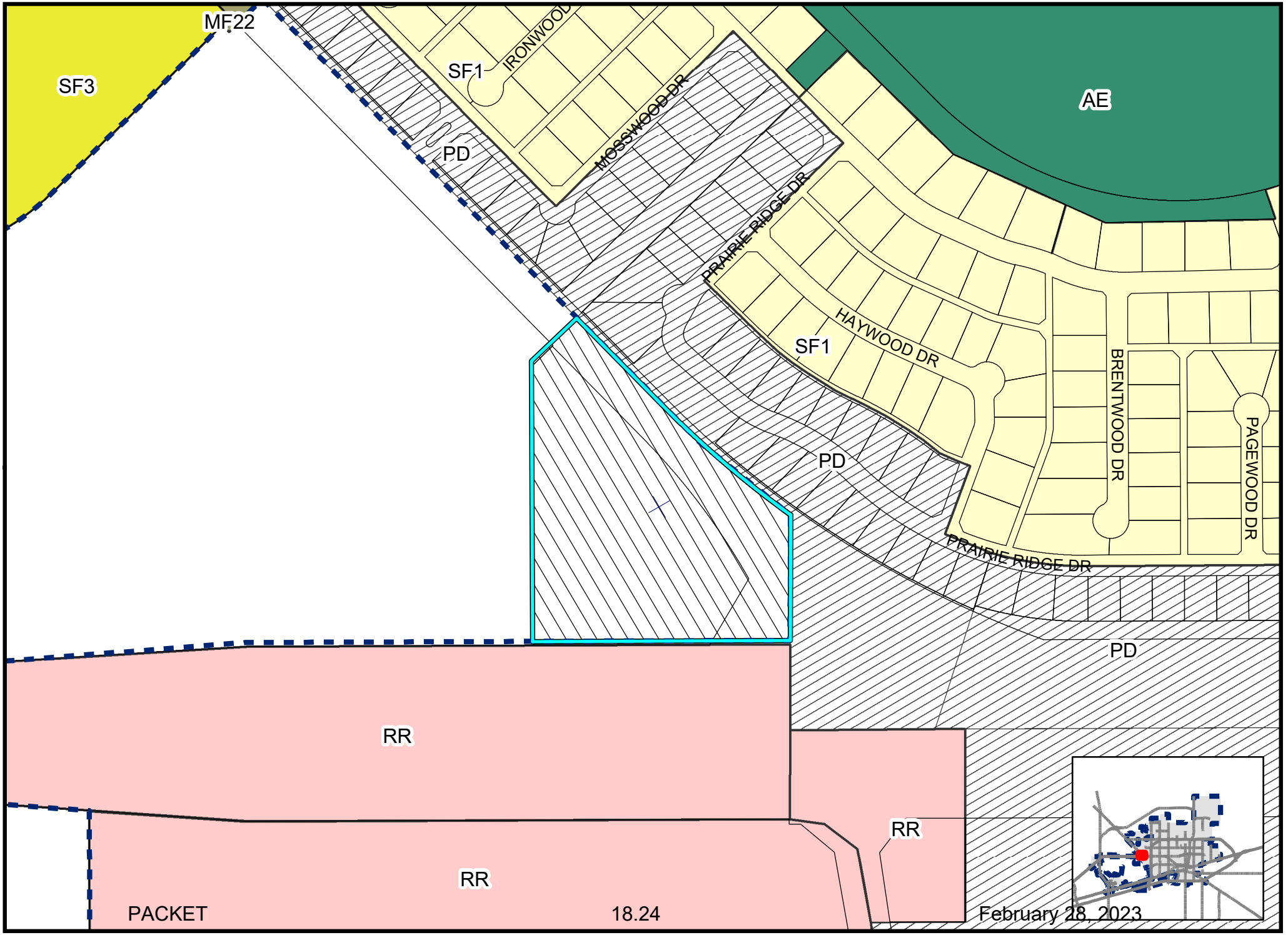
Generally located on the northwest corner of the intersection of W State Highway 158 and State Highway 191.

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT IT DESIGNED TO BE USED AS 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 JR, 1/13/2023 **A-22-0032 / Z-22-0310** **Scale: 1" = 200'**

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A 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.






END
ROAD WORK


TX-158
Midland, Texas
Google
Street View - Jun 2021
Midland
Midland
ntl Airport
Google

City Council Meeting

Item Number: 19

Meeting Date: February 14, 2023, February 28, 2023

To: City Council / City Manager

From: James Reber, Planner

Subject: AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 10.817-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 158 AND STATE HIGHWAY 191; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Purpose:

The applicants, CG 191 and 158 LLC, are requesting the initial zoning of a 10.817-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, located on the southeast corner of the intersection of W State Highway 158 and State Highway 191, which is currently being annexed to be RR, Regional Retail District.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The applicants, CG 191 And 158 LLC, are requesting for the initial zoning of annexed land to RR, Regional Retail District, for the use of general retail.

The site is currently in the process of being annexed into City Limits as well as in the process of being platted.

The proposed site plan attached hereto illustrates two (2) buildings consisting of A single-family house and a detached garage, as well as an 8-foot diameter water tank. The total square footage of both the buildings combined is about 4,187 square feet

This case has been circulated to and reviewed by all pertinent City departments for internal review and has received no objections. Their comments are as follows.

The applicants, CG 191 and 158 LLC, are requesting for the initial zoning of annexed land to RR, Regional Retail District, for the use of general retail.

The site is currently in the process of being annexed into City Limits as well as in the process of being platted.

This case has been circulated to and reviewed by all pertinent City departments for internal review and has received no objections. Their comments are as follows.

Engineering: (Approved)

No objection to zone change. [For the Applicant’s information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant’s information only.]

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant’s information only.]

No objection to zone change. [For the Applicant’s information only.]

Fire: (Approved)

No objections to zone change request

Code Administration: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Oil and Gas: (Approved)

No Oil and Gas issues.
GIS: (Approved)

No comments.

Planning: (Approved)

The Future Land Use Map in the Tall City Tomorrow Comprehensive Plan calls for (U-H) Urban-High Lot utilization in this area, which emphasizes higher-density mix of housing, major commercial, office, and service uses, and limited industrial in suitable locations.
Potential zonings for this classification include Townhouse District, Multi-Family Dwelling District, Office District, and Commercial District. The properties to the north and east are the locations of housing. Across State Highway 191 to the southeast is the location of a gas station and future commercial development.

As this proposed initial zoning conforms to the Tall City Tomorrow Comprehensive Plan, staff recommends approval of this initial zoning of RR, Regional Retail District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the RR, Regional Retail District.

Letters of Objection:

As of February 1, 2023, staff has received one letter of objection to this request.

Attachments:

Petition for Annexation (Exhibit A)
Application
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 10.817-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 158 AND STATE HIGHWAY 191; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a public hearing to be held before the City Council on HEARING DATE (the "Hearing Date"), to consider an amendment to the Zoning District Map of the City of Midland, Texas, so as to establish the initial zoning classification of the property described in Section One hereof as an RR, Regional Retail District, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, such a public hearing was held in the Council Chambers on the Hearing Date, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the Zoning District Map accordingly;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the initial zoning classification of the area indicated on Exhibit "A", attached hereto and incorporated herein by reference, is hereby established as

an RR, Regional Retail District, and the Zoning District Map of the City of Midland, Texas, is hereby amended to reflect the establishment of this initial zoning classification.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ___day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the ___ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
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"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, CG 1914158 LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Coy Haynes

Printed Name

Owner

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

SHYRL D. JOHNSTON
Notary Public, State of Texas
Comm. Expires 05-25-2025
Notary ID 131145063

This instrument was acknowledged before me on the 12TH day of October 2022, by Coy Haynes in the capacity herein stated.

MY COMMISSION EXPIRES

05/25/2025

Notary Public, State of 10/12/2022

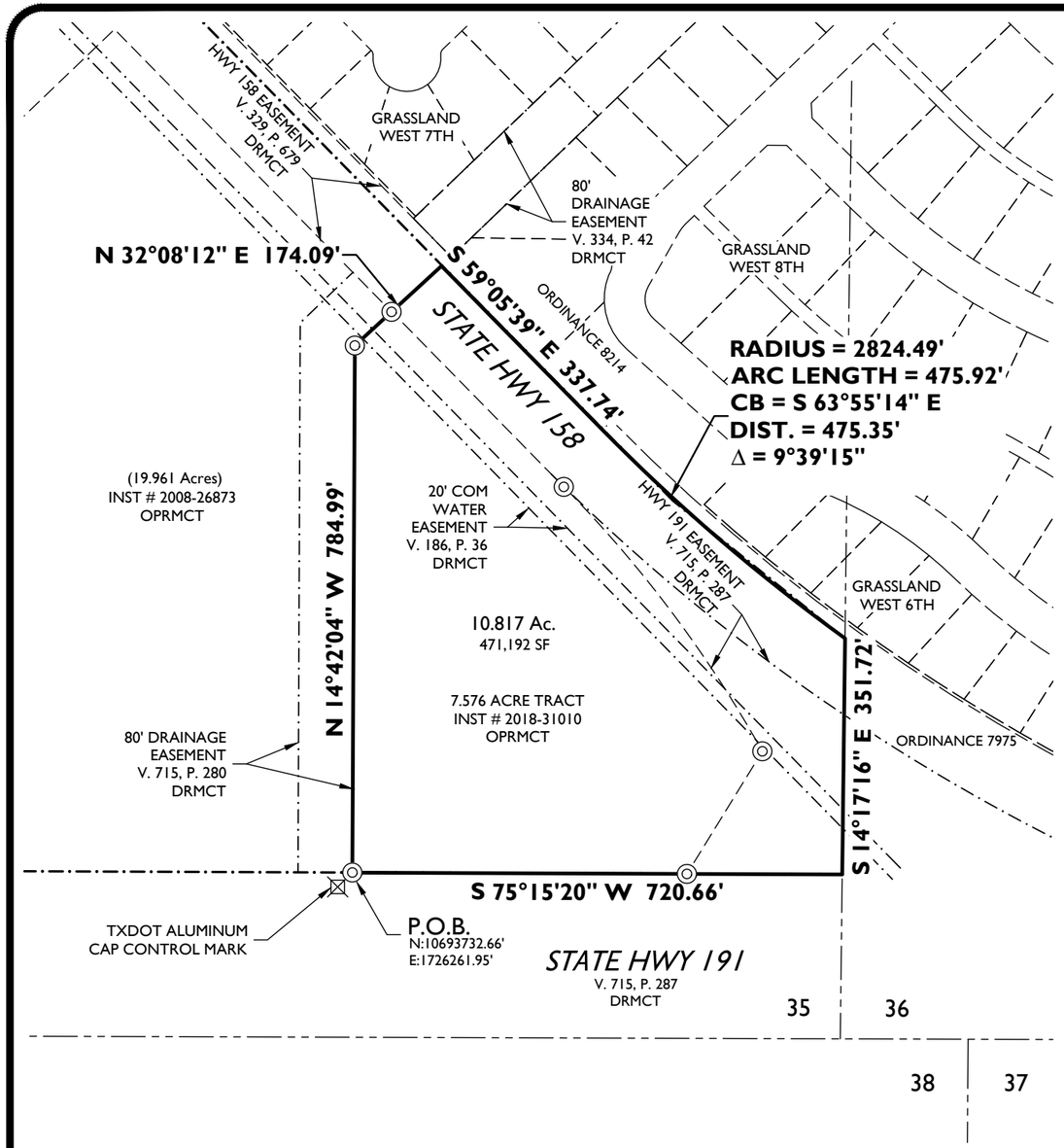


EXHIBIT A



0' 200' 400'

ORIGINAL SCALE: 1" = 200'

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT
- CONTROL MARK
- TRACT BOUNDARY
- EXISTING LOTS
- EXISTING EASEMENTS
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***THENCE** N.14°42'04"W., ALONG THE EAST LINE OF SAID DRAINAGE EASEMENT, 784.99 FEET TO A "TYPE I" FOUND AT AN ANGLE POINT HEREOF;*

***THENCE** N.32°08'12"E., ALONG THE SOUTHEAST LINE OF SAID DRAINAGE EASEMENT, AT 73.69 FEET PASSING A "TYPE I" FOUND ON THE SOUTHEAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, IN ALL 174.09 FEET TO A POINT ON THE SOUTHEAST LINE OF CITY ORDINANCE 8214, BEING 20.00 FEET FROM NORTHEAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, NEAR THE WESTERN MOST CORNER OF GRASSLAND ESTATES WEST SECTION 5, AS DEPICTED ON A PLAT RECORDED AS DOCUMENT NUMBER 20547 IN PLAT CABINET G ON PAGE 185 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY, FOR THE NORTH CORNER HEREOF;*

***THENCE** S.59°05'39"E. 20.00 FEET PARALLEL TO SAID RIGHT-OF-WAY, ALONG THE SOUTHEAST LINE OF SAID ORDINANCE, 337.74 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 2824.49 FEET, AND A CHORD BEARING AND DISTANCE OF S.63°55'14"E., 475.35 FEET;*

***THENCE** ALONG THE ARC OF SAID CURVE, CONCAVE TO THIS TRACT, 475.92 FEET TO A POINT ON OR NEAR THE EAST LINE OF SAID SECTION 35, BEING ON THE WEST LINE OF CITY ORDINANCE NUMBER 7975, FOR AN ANGLE CORNER HEREOF;*

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***THENCE** S.75°15'20"W., AT 228.45 FEET PASSING A "TYPE I" FOUND IN THE NORTH RIGHT-OF-WAY OF SAID STATE HIGHWAY 191, CONTINUING ALONG SAID RIGHT-OF-WAY, 720.66 FEET TO THE **POINT OF BEGINNING** CONTAINING 10.817 ACRES OF LAND.*

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NORTH AMERICAN DATUM OF 1983, TEXAS CENTRAL ZONE (4203), U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°56'51.02" AND A COMBINED SCALE FACTOR OF 0.999898361, AT A TX DOT ALUMINUM CAP CONTROL MARK LOCATED AT N.10693706.99, E.1726246.47, EL.2865.82*
2. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

JOB NO.:	FIELD WORK:	DRAWN BY:	REV 1:	REV 2:
220110		AK/AD		

I, GREGORY W. SHOULTS, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

OCTOBER 26, 2022

STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A

ANNEXATION BOUNDARY

A 10.817 ACRE TRACT OF LAND, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS

Drawing : F:\2022\220110-COY HAYNES (REF #210211, 210210, 180124) 191 & 158 MASTER PLAN & PLAT\DRAWINGS\ANNEXATION\220110 BOUNDARY SURVEY.DWG Last Saved By: ADevine on 10/27/22

MIDLAND
Planning Division

Annexation/Zone Change Application

Project Number: A-22-0032
Case Number: Z-22-0310

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: CG 191 And 158 LLC		Phone ( ) Email	
Address 1901 N Akard St	City Dallas	State TX	Zip 75201

Property Owner Printed Name: See Applicant		Phone (214) 335-4702 Email coy@laramie-inv.com	
Address 1901 N Akard St	City Dallas	State TX	Zip 75201

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432)262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: NA

Legal Description A 11.229 Acre Tract of Land, Situated in Section 35, Block 40, Township 1 South, Texas and Pacific Railway Company Survey, Midland County, Texas
Lot: Block: Subdivision:

Current Zoning: ETJ	**Proposed Zone:** RR *(List by tracts if more than one district is requested)*

Reason for Annexation/Zone Change Request: Advance the incorporation of this tract into the City Limits of Midland

Present Use of Property: vacant

Proposed Use of Property: General retail

How would this annexation/zone change affect the public health, safety and welfare? no adverse affect. Addition of newly developed tracts to the City of Midland

Describe how this annexation/zone change will affect adjacent properties: Extend infrastructure and amenities west of existing City limits to make adjacent incorporation more feasible.

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): Coy Haynes	Date: 9/14/22
Applicant (printed): Coy Haynes	
Property Owner (signature): Coy Haynes	Date: 9/14/22
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.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L. Mellen, PE who, being by me duly sworn, upon oath says: That (s)he is authorized by CG 191 and 158, LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 15th day of September, 2022, to certify which witness my hand and seal of office.

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

Kelsey Ann Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 3913	
Received By: ES	Date: RECEIVED OCT 21 2022

****Application will not be considered for scheduling until reviewed by a planner.****

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, CG 1914158 LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Coy Haynes

Printed Name

Owner

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

SHYRL D. JOHNSTON
Notary Public, State of Texas
Comm. Expires 05-25-2025
Notary ID 131145063

This instrument was acknowledged before me on the 12TH day of October 2022, by Coy Haynes in the capacity herein stated.

MY COMMISSION EXPIRES

05/25/2025

Notary Public, State of 10/12/2022

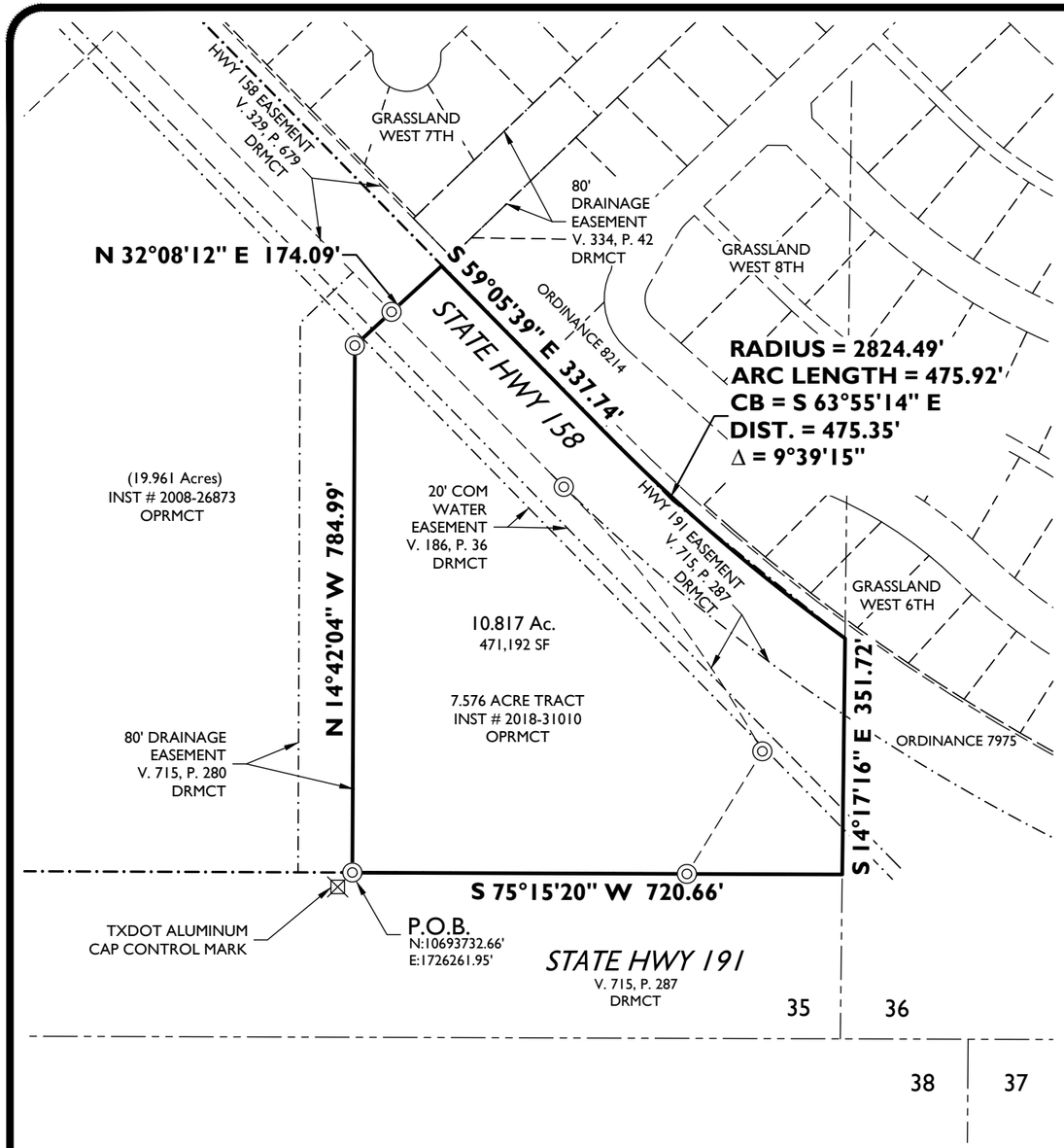


EXHIBIT A



0' 200' 400'

ORIGINAL SCALE: 1" = 200'

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT
- CONTROL MARK
- TRACT BOUNDARY
- EXISTING LOTS
- EXISTING EASEMENTS
- EXISTING SECTION LINE
- EXISTING CITY LIMITS

FIELD NOTE DESCRIPTION

FIELD NOTE DESCRIPTION OF A 10.817 ACRE TRACT OF LAND, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, BEING A PORTION OF THAT SAME LAND AS DESCRIBED AS TRACT SEVEN IN A WARRANTY DEED FILED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, TEXAS, ALSO DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2018-2101 OF SAID "OPR" AND A PORTION OF STATE HIGHWAY 158, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

***BEGINNING** AT N.(Y):10693732.66', E.(X): 1726261.95', WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH LINE OF STATE HIGHWAY 191, AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80 FOOT WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR" AND BEING A PORTION OF CALLED TRACT SEVEN AND BEING THE SOUTHWEST CORNER HEREOF;*

***THENCE** N.14°42'04"W., ALONG THE EAST LINE OF SAID DRAINAGE EASEMENT, 784.99 FEET TO A "TYPE I" FOUND AT AN ANGLE POINT HEREOF;*

***THENCE** N.32°08'12"E., ALONG THE SOUTHEAST LINE OF SAID DRAINAGE EASEMENT, AT 73.69 FEET PASSING A "TYPE I" FOUND ON THE SOUTHEAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, IN ALL 174.09 FEET TO A POINT ON THE SOUTHEAST LINE OF CITY ORDINANCE 8214, BEING 20.00 FEET FROM NORTHEAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 158, NEAR THE WESTERN MOST CORNER OF GRASSLAND ESTATES WEST SECTION 5, AS DEPICTED ON A PLAT RECORDED AS DOCUMENT NUMBER 20547 IN PLAT CABINET G ON PAGE 185 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY, FOR THE NORTH CORNER HEREOF;*

***THENCE** S.59°05'39"E. 20.00 FEET PARALLEL TO SAID RIGHT-OF-WAY, ALONG THE SOUTHEAST LINE OF SAID ORDINANCE, 337.74 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 2824.49 FEET, AND A CHORD BEARING AND DISTANCE OF S.63°55'14"E., 475.35 FEET;*

***THENCE** ALONG THE ARC OF SAID CURVE, CONCAVE TO THIS TRACT, 475.92 FEET TO A POINT ON OR NEAR THE EAST LINE OF SAID SECTION 35, BEING ON THE WEST LINE OF CITY ORDINANCE NUMBER 7975, FOR AN ANGLE CORNER HEREOF;*

***THENCE** S.14°17'16"E., ALONG SAID SECTION LINE, AND SAID WEST LINE OF SAID ORDINANCE, 351.72 FEET TO A POINT FOR THE SOUTHEAST CORNER HEREOF;*

***THENCE** S.75°15'20"W., AT 228.45 FEET PASSING A "TYPE I" FOUND IN THE NORTH RIGHT-OF-WAY OF SAID STATE HIGHWAY 191, CONTINUING ALONG SAID RIGHT-OF-WAY, 720.66 FEET TO THE **POINT OF BEGINNING** CONTAINING 10.817 ACRES OF LAND.*

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NORTH AMERICAN DATUM OF 1983, TEXAS CENTRAL ZONE (4203), U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°56'51.02" AND A COMBINED SCALE FACTOR OF 0.999898361, AT A TX DOT ALUMINUM CAP CONTROL MARK LOCATED AT N.10693706.99, E.1726246.47, EL.2865.82*
2. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*

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ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

JOB NO.:	FIELD WORK:	DRAWN BY:	REV 1:	REV 2:
220110		AK/AD		

I, GREGORY W. SHOULTS, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

OCTOBER 26, 2022

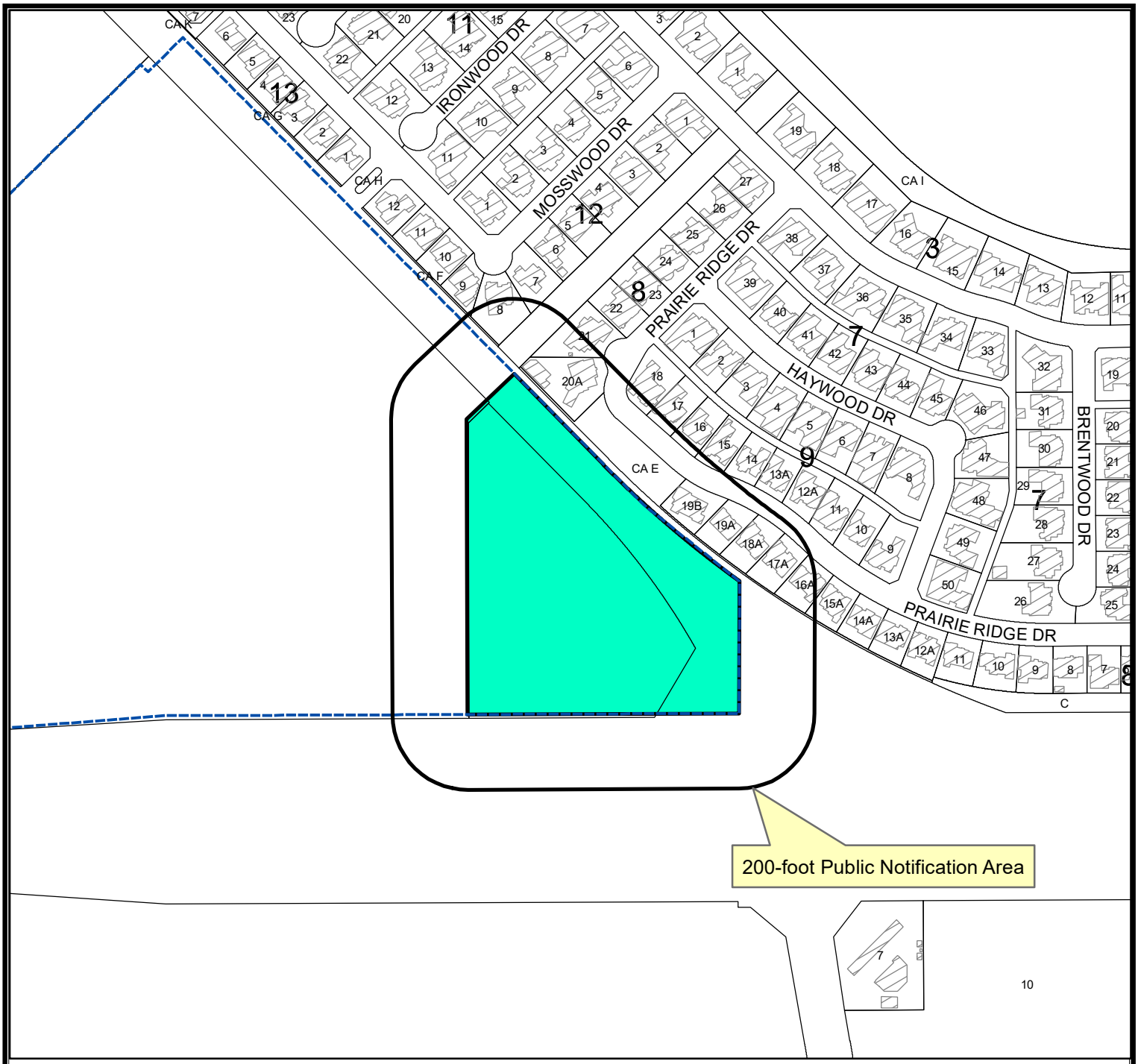
STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A

ANNEXATION BOUNDARY

A 10.817 ACRE TRACT OF LAND, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS

Drawing : F:\2022\220110-COY HAYNES (REF #210211, 210210, 180124) 191 & 158 MASTER PLAN & PLAT\DRAWINGS\ANNEXATION\220110 BOUNDARY SURVEY.DWG Last Saved By: ADevine on 10/27/22



LOCATION MAP

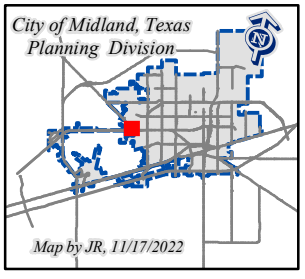
Z-22-0310 **Scale: 1" = 640'**

Consider a request by CG 191 and 158 LLC for the initial zoning of a 10.817-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

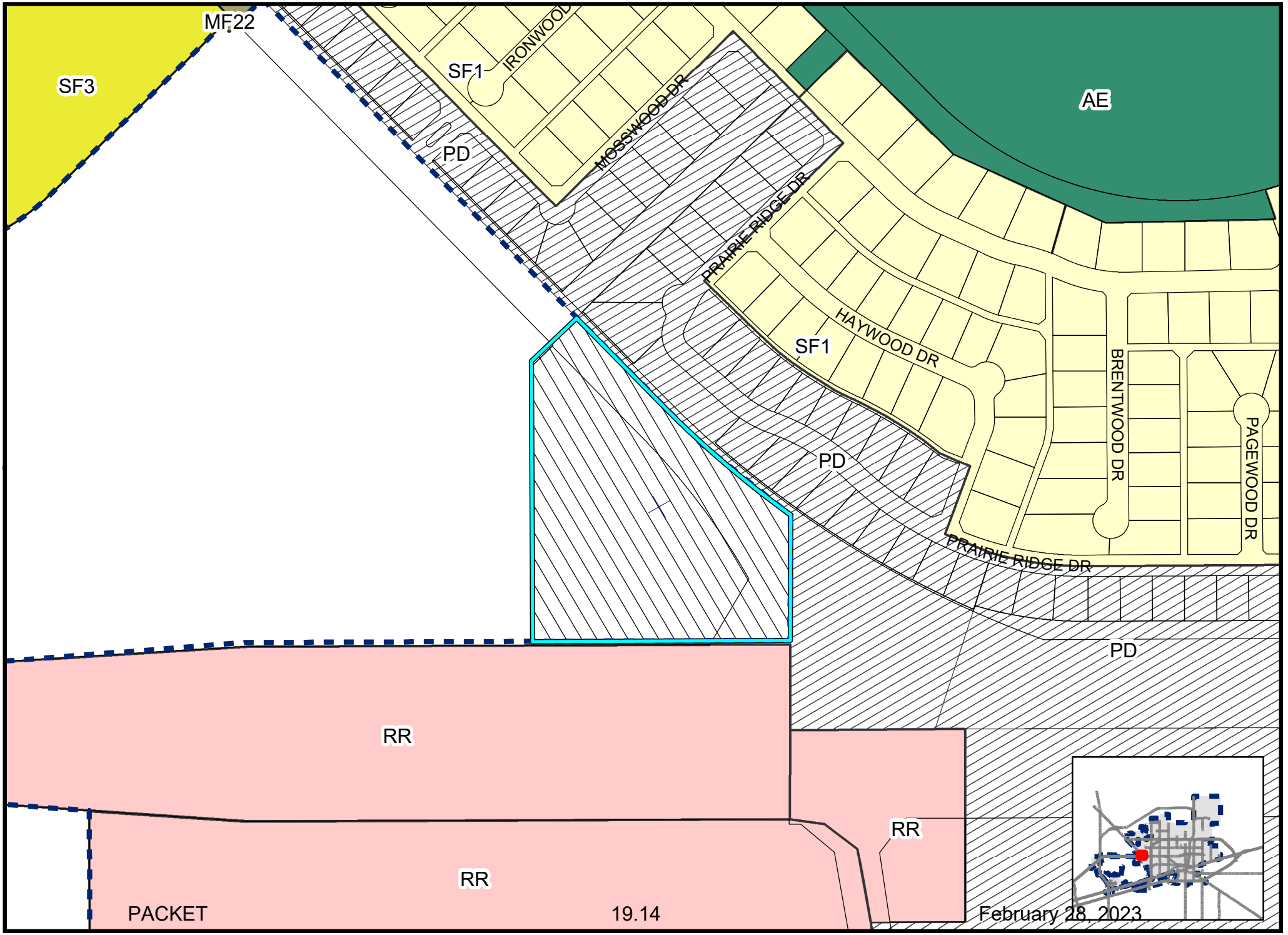
Generally located on the northwest corner of the intersection of W State Highway 158 and State Highway 191.

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By JR, 1/13/2023 **A-22-0032 / Z-22-0310** **Scale: 1" = 200'**

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A 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 Divi

GONZALES JAIME
6325 PRAIRIE RIDGE
MIDLAND TX 79707

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas, will hold a public hearing at **3:30 p.m.** on **Tuesday, January 17, 2023,** in the Council Chamber, City Hall, 300 N. Loraine, Midland, TX 79701 and via video conference, on a request by **CG 191 And 158 LLC** for the **Initial Zoning** of the following described property:

LEGAL DESCRIPTION: A 10.817-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

LOCATION: Generally located on the southeast corner of the intersection of W State Highway 158 and State Highway 191 – (Extraterritorial Jurisdiction)

PROPOSED ZONING: **From:** No Current Zoning
To: RR, Regional Retail District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓ **Comments:** Object to RR zoning - if development for Outdoor concert or music venue due to noise level it will create.
Required Information:

Jaime Gonzales — Property Owner's Signature
Jaime Gonzales — Printed Name
6325 Prairie Ridge Dr Midland TX 79707 — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

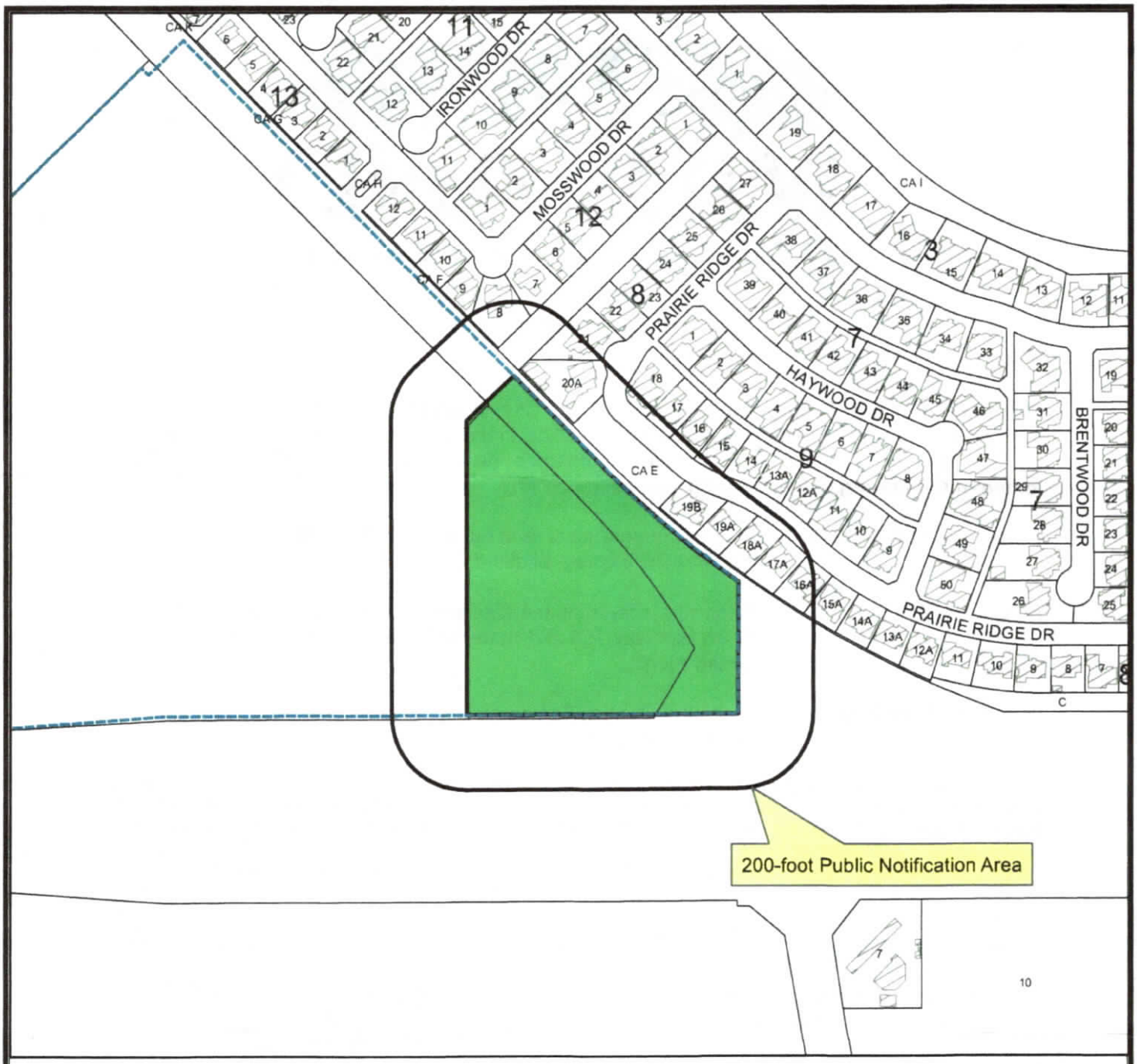
Notices Mailed: 20
Date Mailed: January 6, 2023
Case Number: Z-22-0310
Case Name: CG 191
JR Planner's Initials

Elizabeth Shaughnessy
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.

Video Conference information can be found on the City of Midland's website:
http://www.midlandtexas.gov/9671/PrimeGov-Meetings

RECEIVED
JAN 18 2023
BY: .....



LOCATION MAP

A-22-0032/Z-22-0310 **Scale: 1" = 640'**

Consider a request by CG 191 And 158 LLC for the initial zoning of a 10.817-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

Generally located on the southeast corner of the intersection of W State Highway 158 and State Highway 191.

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.






END
ROAD WORK


TX-158
Midland, Texas
Google
Street View - Jun 2021
Midland
Midland
ntl Airport
West Playground
Google

City Council Meeting

Item Number: 20

Meeting Date: February 14, 2023, February 28, 2023

To: City Council / City Manager

From: James Reber, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND BY REPEALING ORDINANCE NO. 8961, WHICH GRANTED A SPECIFIC USE DESIGNATION WITHOUT TERM THAT ALLOWED AN ACCESSORY BUILDING TO BE USED FOR LIVING OR SLEEPING QUARTERS ON LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY ONE MILE NORTH OF BUSINESS INTERSTATE 20), WHICH IS PRESENTLY ZONED O-1, OFFICE 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); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Steve Jeter, d/b/a The Venue, is requesting a Specific Use Designation without term to repeal Ordinance No. 8961, which granted a specific use designation without term that allowed an accessory building to be used for living or sleeping quarters.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

O1, Office District (Ordinance No. 9759)

Surrounding Zoning and Land Use:

The properties to the north, south, and west are zoned AE, Agriculture-Estate District. The northern and southern properties are vacant, and the western property is the location of a residential property. The property to the east is in the Extraterritorial Jurisdiction.

Discussion:

The applicant, Steve Jeter, is requesting to Repeal Ordinance No. 8961 of the Specific Use Designation, without Term, for the granted Accessory Building that approved for a Living or Sleeping Quarters. The property is located at 3201 Elkins Rd and is currently zoned O1, Office District, which permits for the land use of a wedding chapel, reception facility, and special events center.

The event center currently is in operation. The site and floor plan attached hereto a “Exhibit A” illustrates that the establishment has a total of two buildings and an outdoor enclosed space. The event building (primary) is being used as an office space and events. In addition to an enclosed outdoor space located to the southwest of the event building; The purpose of this request will repeal the previous ordinance and allow the accessory building to be used for a bridal room or storage.

Ordinance 8961 allowed for the following conditions:

A. That the accessory building shall not exceed 1,800 square feet in area.

B. That the accessory building shall be located in the location illustrated on Exhibit A.

C. That the accessory building may be occupied only by family members or guests of the owner. It may never be rented as a separate dwelling unit.

D. The owner shall obtain all of the necessary permits from the City of Midland related to the construction of the accessory building.

The new ordinance will repeal conditions A through D, from Ordinance 8961.

The applicant is now requesting to use the building illustrated on Exhibit A as a multi-function accessory building, such as a bridal room or storage. The existing accessory building is 1,532 square feet.

The applicant will be required to adhere to the Accessory Buildings and Uses standards outline within the City of Midland Zoning Ordinance Section 4.09(B)5.

This request 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 to zone change

Engineering: (Approved)

No objections. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

No objections

Planning: (Approved)

This request will be heard on February 6, 2023, by the Planning and Zoning Commission..

Staff recommends approval of a Repeal of Ordinance No. 8961, Specific Use Designation without Term on a granted Accessory Building that was approved for a Living or Sleeping Quarters, subject to conditions A and B.

Conditions:

A. That Ordinance 8961 is repealed.

B. That the use and development of this accessory building shall conform to the regulations regarding an accessory building in the O-1, Office District.

Letters of Objection:

As of February 1, 2023, staff has not received any letters of objections.

Attachments:

Application
Site Plan
Maps
Ordinance 8961

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND BY REPEALING ORDINANCE NO. 8961, WHICH GRANTED A SPECIFIC USE DESIGNATION WITHOUT TERM THAT ALLOWED AN ACCESSORY BUILDING TO BE USED FOR LIVING OR SLEEPING QUARTERS ON LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY ONE MILE NORTH OF BUSINESS INTERSTATE 20), WHICH IS PRESENTLY ZONED O-1, OFFICE 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); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, Ordinance No. 8961 granted a specific use designation without term that allowed an accessory building to be used for living or sleeping quarters on Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas (the "Property"); and

WHEREAS, when Ordinance No. 8961 was adopted, the Property was zoned AE, Agricultural Estate District; and

WHEREAS, the Property is presently zoned O-1, Office District; and

WHEREAS, the City's 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 repealing Ordinance No. 8961;

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 by repealing Ordinance No. 8961. Ordinance No. 8961 shall be of no further force or effect. The use and development of the Property and all buildings thereon shall conform to Title XI, "Planning and Development", Chapter 1, "Zoning Ordinance", of the City Code of Midland, Texas, including all rules and regulations that apply to the Property's then-current zoning district, which is presently O-1, Office District.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
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

Specific Use Designation Application (Non-Alcohol)

Case Number SUDW0/22/0033

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Steve Jeter		Phone (432) 413-1501 Email steve@kvloperating.co	
Address P.O. Box 7307	City Midland	State TX	Zip 79708
Property Owner Printed Name: 3201 Properties, LLC		Phone (432) 413-1501 Email steve@kvloperating.co	
Address 3201 Elkins Rd.	City Midland	State TX	Zip 79705
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Steve Jeter		Phone (432) 413-1501 Email steve@kvloperating.co	
Address	City	State	Zip

Type of Permit: SUD Repeal Ordinance No. 8961

For Office Use Only
☐ with Term ☐without Term

Is there any Code Enforcement action pending on property? ☐ Yes ■ No

Street Address: 3201 Elkins Rd., Midland, TX 79705

Legal Description
Lot: 1 Block: 1 Subdivision: Camelot

Current Zoning: Residential

Maximum Floor Area: 1,532 **Maximum Occupancy:** none

Proposed hours and days of use or operation: none

Reason for request: Repeal Ordinance No. 8961 to allow for the use of the accesory building to be used for the event center as storage or a bridal room.

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: _____

DEC 16 2022

BY: _____

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing
  - Parking (if applicable)
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 12/16/2022
Applicant (printed): Steve Jeter	
Property Owner (signature):	Date: 12/16/2022
Property Owner (printed): Steve Jeter	

The Specific Use Designation shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

RECEIVED DEC 16 2022

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 2529
- ☑ Dimensioned Site Plan
- ☑ Site Plan in Digital Format (PDF/JPEG)

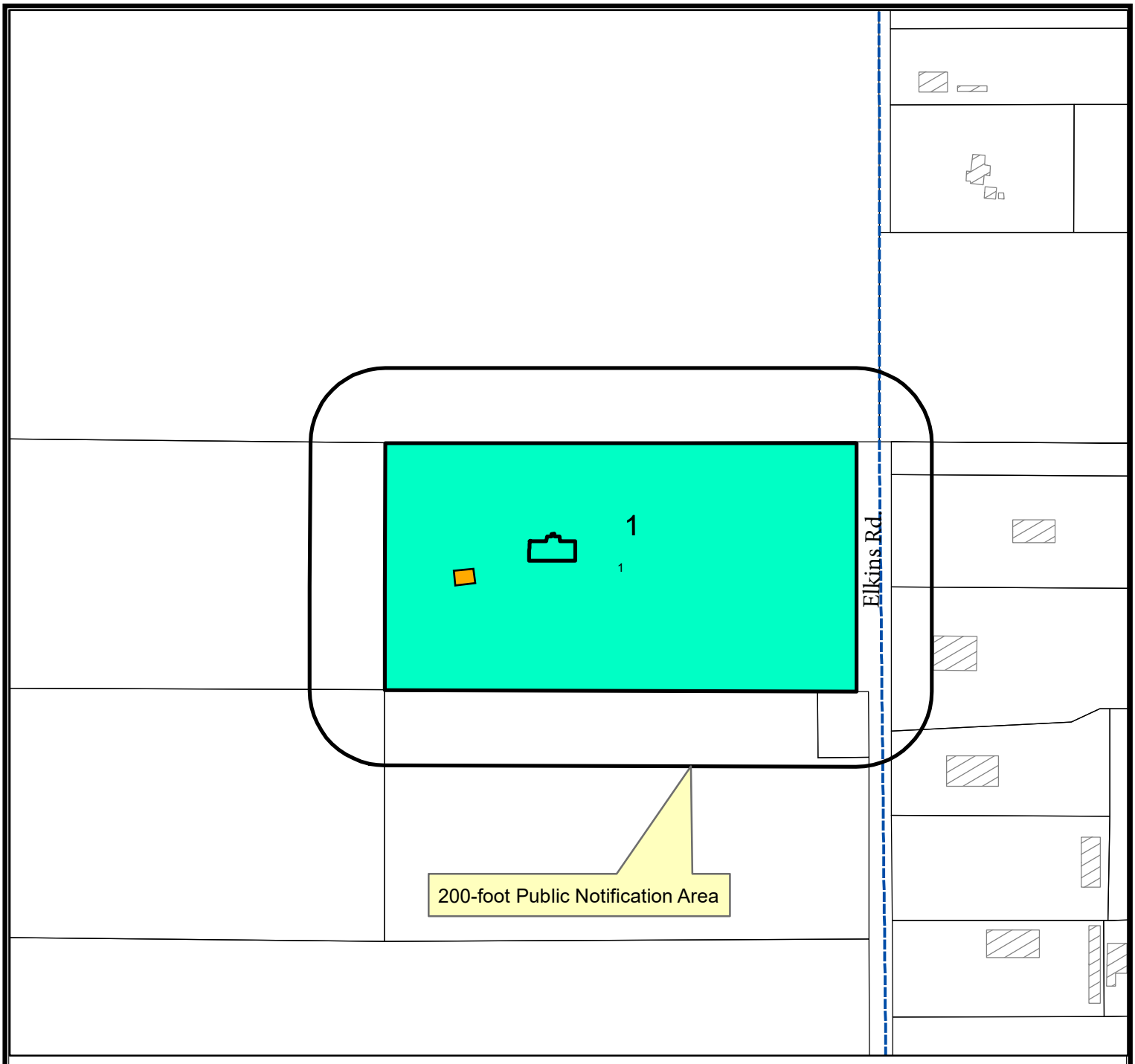
Received By: James Reber	Date: 12/16/22

Application will not be considered for scheduling until reviewed by a planner.

BUILDING REMODEL
3201 ELKINS ROAD
MIDLAND TEXAS

J. PHILLIP FURQUERON, Architect
407 CHARISMATIC DRIVE
MIDLAND, TEXAS 79705
432 270 3646

THIS DOCUMENT MAY NOT BE USED FOR REGIONAL PERMITTING, CONSTRUCTION PURSUANT TO REGULATORY APPROVAL OR SUBJECTION 1 (SEE OF THE STATE BOARD OF ARCHITECTURAL EXAMINERS
REG. NO. 1 09094
DATE



LOCATION MAP

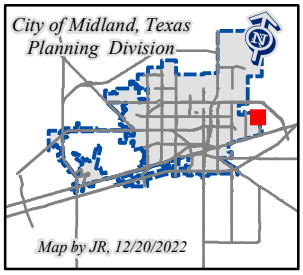
SUDwo-22-0033 **Scale: 1" = 200'**

Consider a request by Steve Jeter for a Specific Use Designation, without term, to repeal Ordinance No. 8961, which granted a specific use designation without term that allowed an accessory building to be used for living or sleeping quarters on Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

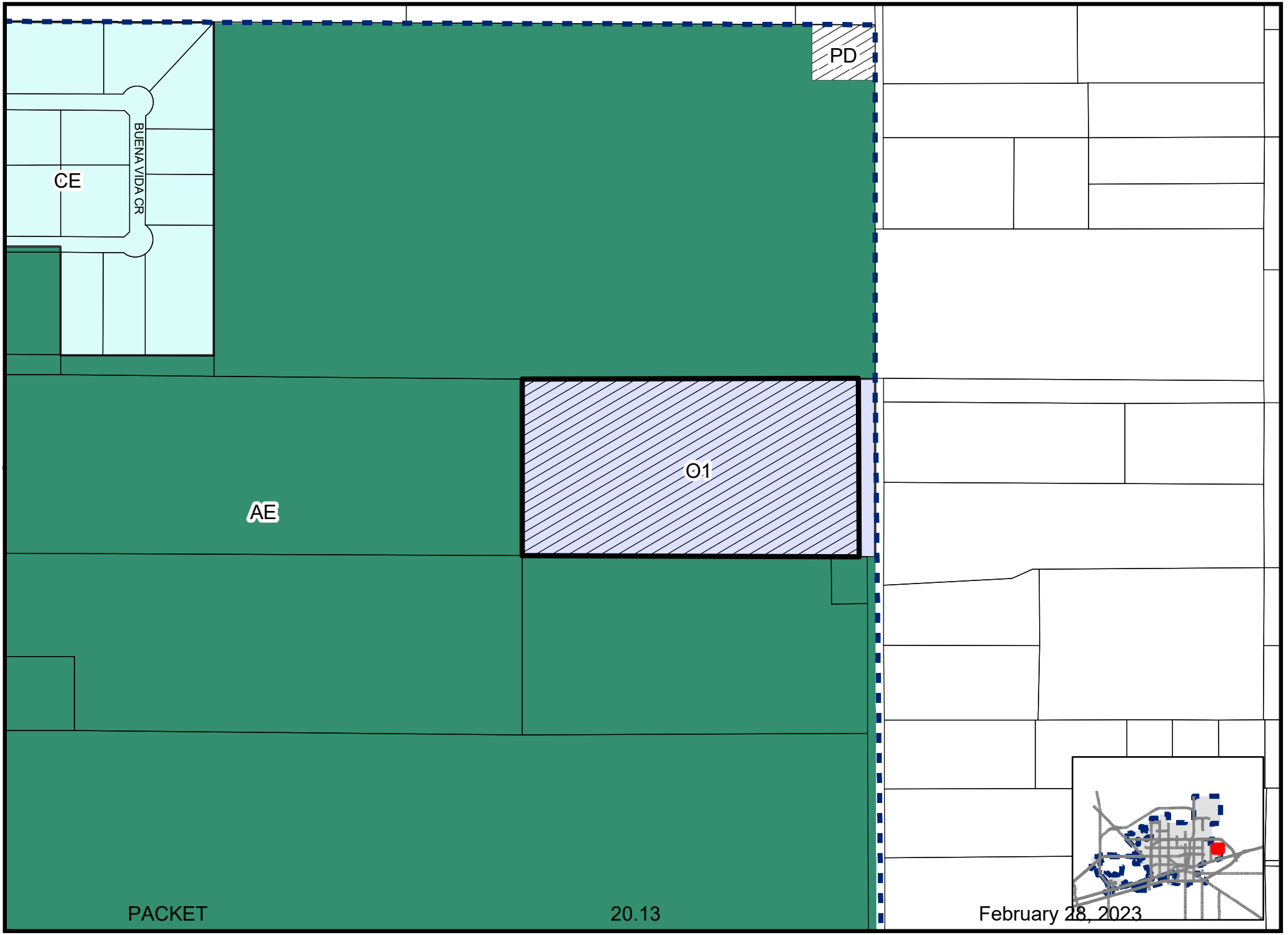
Generally located on the west side of Elkins Rd, approximately one mile north of Business Interstate 20. (Council District 2)

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 JR, 12/8/2022

SUDwo-22-0033

Scale: 1" = 675'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




FIRE LANE - NO PARKING




EXIT
ONLY
ENTER

ORDINANCE NO. 8961

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY ONE MILE NORTH OF BUSINESS INTERSTATE 20), WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITHOUT TERM FOR AN ACCESSORY BUILDING TO BE USED FOR LIVING OR SLEEPING QUARTERS; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings and 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 health, safety and general welfare will be best served by the granting of a Specific Use Permit Without Term, set out hereinafter, subject to the special conditions and restrictions set out hereinafter on the property described in Section One hereof;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned AE, Agriculture Estate District, to wit:

Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas;

is hereby changed to permit same to be used under a Specific Use Permit Without Term for an accessory building to be used for living or sleeping quarters, together with the uses

permitted in an AE, Agriculture Estate District, subject to the following conditions:

1. That the accessory building shall be located as shown on Exhibit "A", which is attached hereto and incorporated herein.

2. That the accessory building shall not exceed 1,800 contiguous square feet in area.

3. That the use of the accessory building for living or sleeping quarters shall be limited to family members or guests of the occupant of the primary residence; the accessory building shall not be rented out as a separate residence or used for any commercial purpose.

4. That the applicant shall obtain all necessary permits from the City of Midland related to the construction of the accessory building.

SECTION TWO. 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 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 City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on

first reading, the 10th day of January, A.D., 2011; and passed to second reading on motion of Council member Sparks, seconded by Council member James, by the following vote:

Council members voting "AYE": Morales, Trost, Hailey, Perry, Dufford, James and Sparks

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 Hailey, seconded by Council member Dufford, on the 10th day of January, A.D., 2012, at a regular meeting of the City Council:

Council members voting "AYE": Morales, Trost, Hailey, Perry, Dufford and Sparks

Council members voting "NAY": None

PASSED AND APPROVED THIS 10th day of January, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Planning and Zoning Commission
Minutes
October 31, 2011

S-11-017 - Hold a public hearing and consider a request by **Gary Dawson** for a *Specific Use Permit Without Term* for an accessory building for living or sleeping quarters on Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas. (Generally located on the west side of Elkins Road, approximately 1 mile north of Business I-20.)

Mr. Compton explained that the applicant wishes to construct an additional small residence on the lot, that current zoning allows for only one residence on the lot, but the specific use permit will allow for the requested residence. He stated that an accessory building may not be rented as a separate living unit.

Chairman Carney opened the public hearing and there being no one wishing to speak in favor or in opposition to the item, closed the public hearing.

A motion for approval, subject to Conditions A-D, was made by Commissioner Watkins, seconded by Commissioner Gatten. The motion carried by the following vote: AYE: Wolf, York, Gatten, Carney, Ferguson, Wilton and Watkins. NAY: None. ABSTAIN: None. ABSENT: Lanning and Woodruff

PLANNING AND ZONING COMMISSION

October 31, 2011

CASE: S-11-017.

REQUEST: Hold a public hearing and consider a request for a Specific Use Permit, Without Term, for an Accessory Building for Living and Sleeping Quarters.

APPLICANT/OWNER: Gary Dawson.

LEGAL DESCRIPTION: Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

LOCATION: West side of Elkins Road, approximately one mile north of Business I-20.

CURRENT ZONING: AE, Agriculture Estate District.

DETAILS OF REQUEST:

1. Mr. Dawson owns a 19.67-acre lot on the west side of Elkins Road. He wishes to construct another small residence on this lot. Since the AE District only allows one residence per lot, he is requesting a specific use permit to allow an accessory building that can be used for living and sleeping quarters. The accessory building is proposed to be 1,780 square feet in area, and is located as shown on the attached Exhibit A.

SURROUNDING ZONING AND LAND USE:

2. This lot is located on the west side of Elkins Road. The land on the east side is outside the City limit, and is generally vacant except of an oil well. The land to the north, west and south of this property is zoned AE District, and is generally vacant with the exception of the occasional pump jack. The nearest residence is over one-quarter mile from the applicant's home.

ANALYSIS:

3. The Planning and Zoning Commission has developed several policies that are helpful in reviewing applications for accessory buildings that are used as a living and sleeping quarter:

   A. The maximum floor area should not exceed 600 square feet, or 35 percent of the size of the principle residence, whichever is larger.

B. Vehicular access to the accessory building should not be allowed from the rear of the lot.

C. The specific use permit should delineate who is allowed to stay in the accessory building.

In addition to these policies, the Zoning Code prohibits the use of the accessory building as rental property.

4. The principle residence contains 6,250 square feet, while the accessory building is proposed to be 1,780 square feet, which represents 28 percent the principle residence. With no alley system serving this lot, all access to the accessory building must be through the front of the lot. The applicant indicates that the guesthouse will only be occupied by family members or guests, and he has been advised that it cannot be rented as a separate dwelling unit. We find that this application meets the policy guidelines and regulations of the Zoning Code. Further, there are no nearby residences that could be negatively impacted by approval of this request.

STAFF RECOMMENDATION:

We recommend approval of this request for a Specific Use Permit, Without Term, to allow an accessory building to be used as a living and sleeping quarters, subject to the following conditions:

A. That the accessory building shall not exceed 1,800 square feet in area.

B. That the accessory building shall be located in the location illustrated on Exhibit A.

C. That the accessory building may be occupied only by family members or guests of the owner. It may never be rented as a separate dwelling unit.

D. The owner shall obtain all of the necessary permits from the City of Midland related to the construction of the accessory building.

Cameron Walker, AICP
Planning Division Manager
Department of Development Services

Jim Compton, Senior Planner
Department of Development Services

Attachments:

Application
Maps
Exhibit A

Case Number: 5-11-017

CITY OF MIDLAND
Planning Division

SPECIFIC USE PERMIT APPLICATION

GARY DAWSON — 432 352 5365
Applicant Name — Contact Phone #s

3201 ELKINS Rd — 79705
Address — Zip Code

E-Mail address: joshua.gd1977@yahoo.com

SAA
Property Owner Name — Contact Phone #s

Address — Zip Code

E-Mail address:

Operator (if different from Applicant or Property Owner) — Contact Phone #s

Address — Zip Code

Type of Permit: SPECIFIC USE ACCESSORY LIVING QUARTERS

SUP with Term: ___Yes ___No (For Office Use)

Street address and Legal Description of property on which SUP is desired (complete Lot, Block, and Subdivision, or if unplatted, attach a Metes and Bounds description with surveyor's seal.)
3201 ELKINS Rd Lot 1 Blk. 1 CAMELOT SUB.

Current Zoning: AE

Maximum Floor Area: 1780 SQ FT. Max. Occupancy: 1 Adult

Proposed hours and days of use or operation: NA

Reason for request: Family + Friends PLACE to stay

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: NO NEIGHBORS within 1/2 MILE property is 20 AC in SIZE this will be the ONE AND ONLY out building used as a living quarters

REQUIRED SUBMITTALS

1. Application fee: **$300.** (80% of fee will be refunded if no P&Z public hearing is called; if no City Council public hearing is called, then 30% of fee will be refunded.)
2. Site plan – 16 copies (FOLDED)
3. On a CD in .pdf and .jpg format.

SIGNATURES:

Applicant: _____ Date: 9/15/11

Property Owner: _____ Date: 9/15/11

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

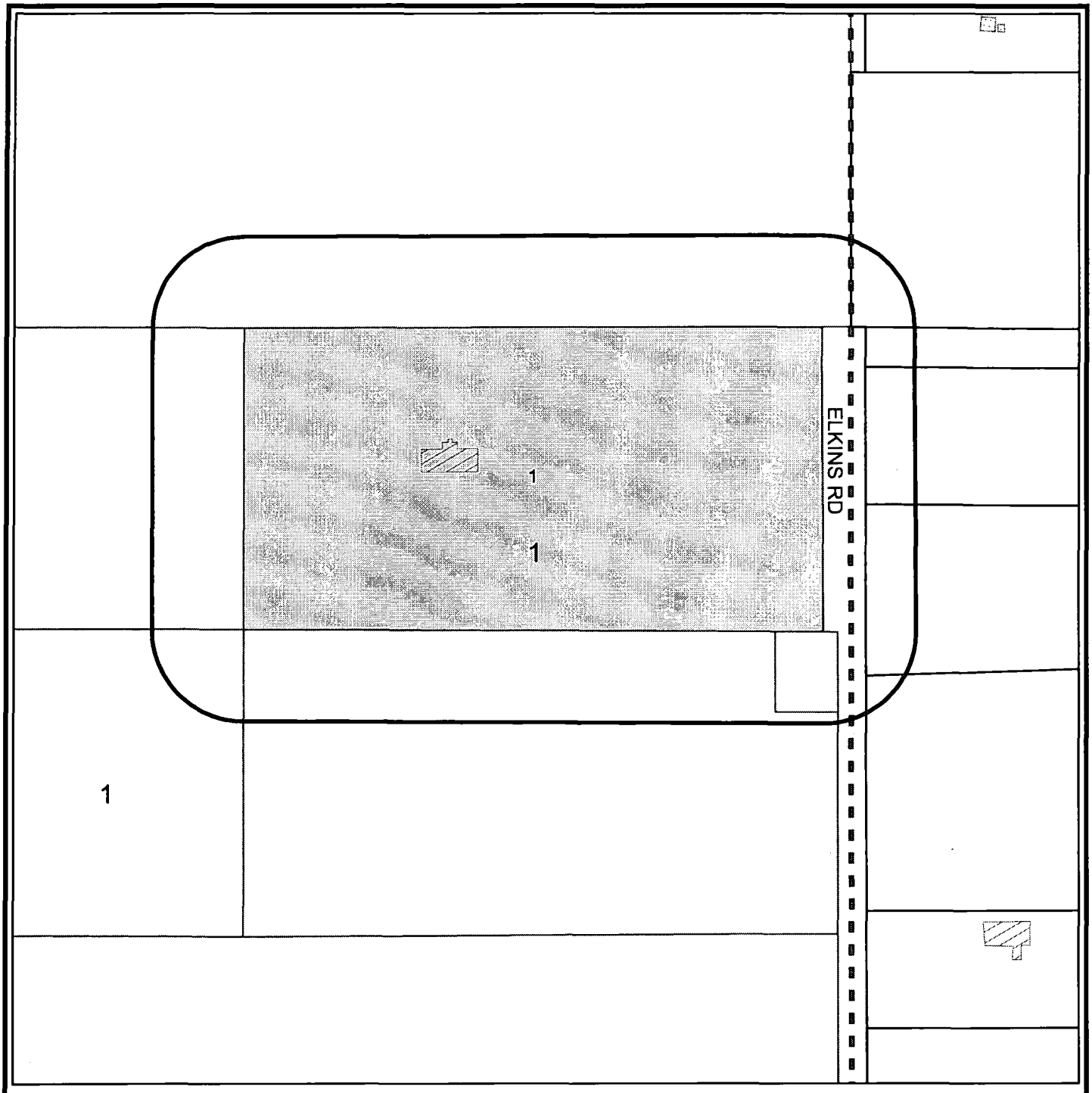
Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: BCa	Date: 09/16/11
Assigned: JC	
For: P+Z	On: 10/3/11

****Application will not be considered for scheduling until reviewed by a planner.****



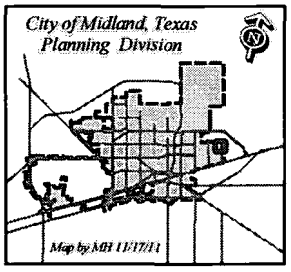
OWNER NOTIFICATION WITHIN CITY LIMITS ONLY

S - 11 - 017 **Scale: 1" = 300'**

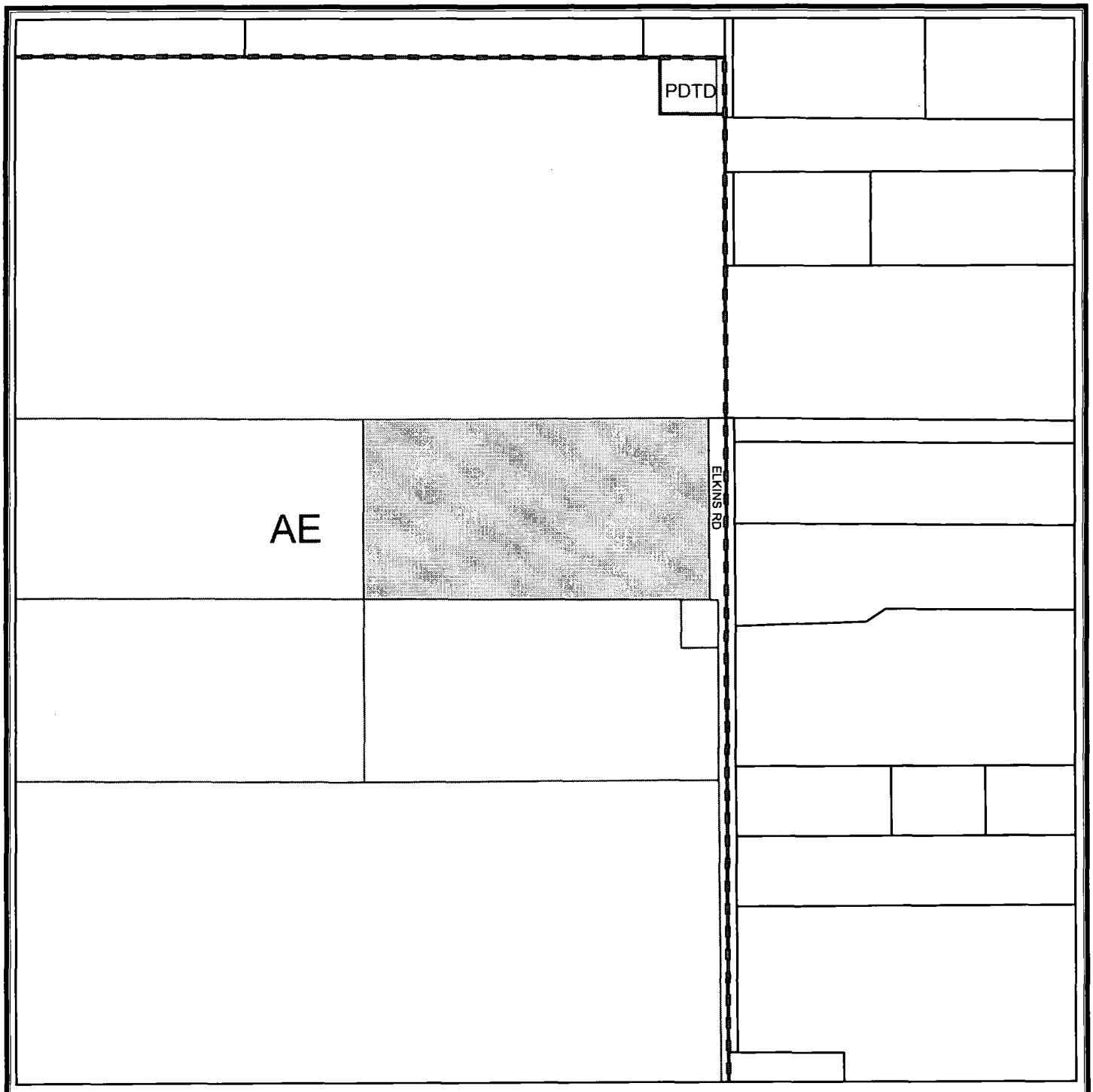
Consider a request for a Specific Use Permit Without Term for an accessory building for living or sleeping quarters on Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

S - 11 - 017 **Scale: 1" = 500'**

Consider a request for a Specific Use Permit Without Term for an accessory building for living or sleeping quarters on Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

PACKET

LEGEND

ZONING | PARCELS | COUNTY PARCELS

CITY LIMITS | SPECIFIC USE PERMITS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	*MOBILE HOME* DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

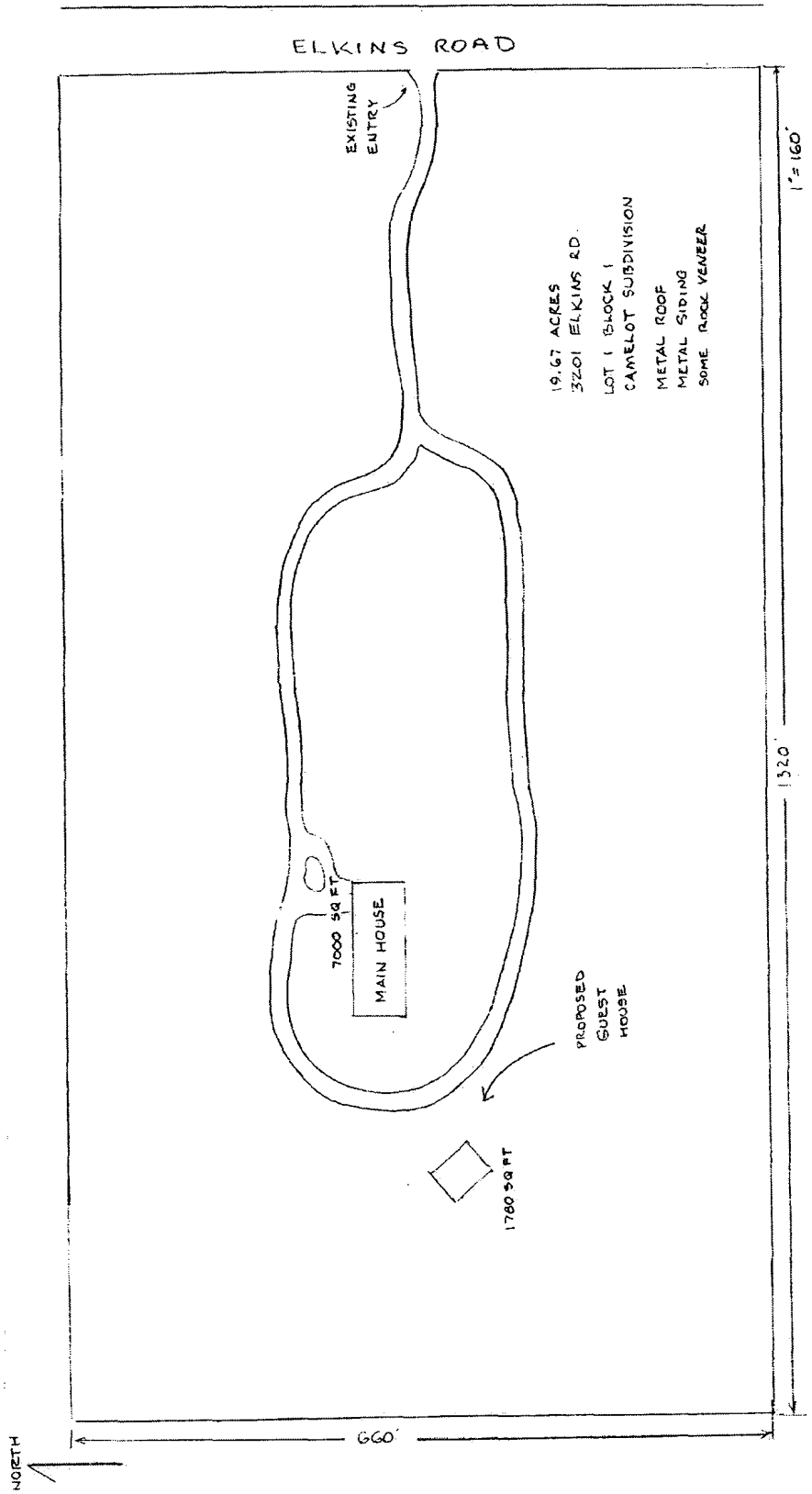


EXHIBIT A

S-11-017

City Council Agenda

Permits-Temp. Land Use-
Accessory Bldg.
8961

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: **January 10, 2012**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Cameron Walker, Planning Division Manager**

SUBJECT: **S-11-017, Gary Dawson**

Purpose:

Consider an ordinance on second reading on a request by Gary Dawson for a Specific Use Permit for an Accessory Building to be used as a Living and Sleeping Quarters.

Recommended City Council Action

X Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to consider this application.

Discussion:

Mr. Dawson owns a 20-acre lot on the west side of Elkins Road, one mile north of Business 20. The land is zoned AE District. He wishes to construct another residential structure; however, he does not wish to subdivide his lot at this time. Consequently, he has submitted this application. The accessory building (1,780 square feet) would not exceed 35 percent of the size of the residential structure, there is no vehicular access from the rear of the property, the residence would only be occupied by family members or guests and the property cannot be rented as a separate dwelling. The Planning and Zoning Commission recommended unanimous approval, and no opposition was expressed at that meeting. No changes have been requested regarding this zone change since first reading.

Attachments:
Proposed Ordinance

City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: **December 13, 2011**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Cameron Walker, Planning Division Manager**

SUBJECT: **S-11-017, Gary Dawson**

Purpose:

Hold a public hearing at approximately 10:39 a.m. and consider an ordinance on a request by Gary Dawson for a Specific Use Permit for an Accessory Building to be used as a Living and Sleeping Quarters.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with this application.

Discussion:

Mr. Dawson owns a 20-acre lot on the west side of Elkins Road, one mile north of Business 20. The land is zoned AE District. He wishes to construct another residential structure on his property, however, he does not wish to subdivide his lot at this time. Consequently, he has submitted this permit request. The size of the proposed accessory building (1,780 square feet) would be less than 35% of the existing residential structure. There is no vehicular access from the rear of the property and the residence would only be occupied by family members or guests. Approval of this permit request would be conditioned upon the property not being utilized as a separate rental dwelling. The Planning and Zoning Commission recommended unanimous approval, and no public opposition was expressed at that meeting.

Attachments:
October 31, 2011 P&Z Staff Report
Proposed Ordinance

City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: **December 13, 2011**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Cameron Walker, Planning Division Manager**

SUBJECT: **S-11-017, Gary Dawson**

Purpose:

Hold a public hearing at approximately 10:39 a.m. and consider an ordinance on a request by Gary Dawson for a Specific Use Permit for an Accessory Building to be used as a Living and Sleeping Quarters.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with this application.

Discussion:

Mr. Dawson owns a 20-acre lot on the west side of Elkins Road, one mile north of Business 20. The land is zoned AE District. He wishes to construct another residential structure on his property, however, he does not wish to subdivide his lot at this time. Consequently, he has submitted this permit request. The size of the proposed accessory building (1,780 square feet) would be less than 35% of the existing residential structure. There is no vehicular access from the rear of the property and the residence would only be occupied by family members or guests. Approval of this permit request would be conditioned upon the property not being utilized as a separate rental dwelling. The Planning and Zoning Commission recommended unanimous approval, and no public opposition was expressed at that meeting.

Attachments:
October 31, 2011 P&Z Staff Report
Proposed Ordinance

City Council Meeting

Item Number: 21

Meeting Date: February 14, 2023, February 28, 2023

To: City Council / City Manager

From: Alexandra Walling, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 4.73-ACRE TRACT OF LAND OUT OF LOT 22, BLOCK 22, WESTERN HILLS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF BEAL PARKWAY, APPROXIMATELY 154 FEET SOUTH OF BLUE HAVEN DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Drew Wegman, is requesting a Zone Change from MF-16, Multiple-Family Dwelling District to TH, Townhouse (Attached) Dwelling District, for a future development of townhomes.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Current Zoning:

MF-16, Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north are zoned TH, Townhouse (Attached) Dwelling District in part 2F, Two-Family Dwelling District and are the location of multi-family homes. The properties to the east are zoned SF3, Single-family Dwelling District and are the location of single-family homes. The properties to the south are zoned 2F, Two-Family Dwelling District in part PD, Planned Development District for a multi-family housing development. Lastly, the property to the west is zoned PD, Planned Development District for a shopping center.

Analysis:

The applicant is requesting to rezone the property from MF-16, Multiple-Family Dwelling District to TH, Townhouse (Attached) Dwelling District, to allow for the construction of townhomes. Townhouse dwellings are not allowed in MF-16, Multiple-Family Dwelling District. Therefore, this zone change will allow this lot to conform to Townhouse (Attached) Dwelling District standards and allow for the redevelopment of this side. The TH, Townhouse (Attached) Dwelling District requires a minimum of 2,500 square feet per lot, with a minimum width of 25-feet for an interior lot or 30-feet for a corner lot.

Additionally the property is in the process of being platted. The applicant intends to split the land into forty individual lots. There will be a new road constructed, a 50-foot ROW will be added in a circular drive around the townhomes.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.04: - Residential Zoning District Dimensional Regulations Chart.

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 to zone change request

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objection to zone change. [For the Applicant’s information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering

and Traffic Operations. [For the Applicant's information only.]

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. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

According to the Tall City Tomorrow Comprehensive Plan, (UR-M) Urban Residential-Medium land incorporates an array of housing styles such as single-family housing, two-family housing, townhouses and manufactured housing. The aim of the UR-M land use is to provide a sense of neighborhood. MF-16, Multiple-Family District is not included under the potential zoning for this UR-M land use. Therefore changing the zoning to TH, Townhouse (Dwelling) District would fit the intended land use appropriately. The City of Midland Planning Department supports this rezone because the proposed project fits the existing surrounding uses properly.

Staff recommends approval of this zone change from MF-16, Multiple-Family Dwelling District to TH, Townhouse (Attached) Dwelling District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the TH, Townhouse (Attached) Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of February 1, 2023.

Attachments:

Application
Metes and Bounds (Exhibit A)
Proposed Plat (Illustrative Only)
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 4.73-ACRE TRACT OF LAND OUT OF LOT 22, BLOCK 22, WESTERN HILLS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF BEAL PARKWAY, APPROXIMATELY 154 FEET SOUTH OF BLUE HAVEN DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 4.73-acre tract of land out of Lot 22, Block 22, Western Hills Addition, Section 2, 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 TH, Townhouse (Attached) Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-16, Multiple-Family Dwelling District to TH, Townhouse (Attached) Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
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"

MAVERICK
ENGINEERING · SURVEY · WATER RESOURCES
1909 West Wall Street, Suite K · Midland, TX 79701
Tel: 432.262.0999 · Fax: 432.262.0989 · maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

FIELD NOTE DESCRIPTION OF A 4.73 ACRE TRACT OF LAND, BEING OUT OF AND PART OF LOT 22, BLOCK 22, CORRECTION PLAT OF WESTERN HILLS, SECTION TWO AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, AS RECORDED IN CABINET C, ON PAGE 106, OF THE PLAT RECORDS, OF SAID MIDLAND COUNTY, BEING OUT OF AND PART OF THE REMAINING PORTION OF A TRACT OF LAND DESCRIBED IN A DEED RECORDED IN VOLUME 1438, ON PAGE 308, OF THE OFFICIAL PUBLIC RECORDS, (OPR) OF SAID MIDLAND COUNTY, AND IN A DEED RECORDED IN VOLUME 1438, ON PAGE 322, OF SAID "OPR" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(y): 10686280.74, E.(x): 1735425.60, A ONE HALF INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 22, BEING THE NORTHWEST CORNER OF WESTERN HILLS ADDITION , SECTION 4, AS RECORDED IN CABINET C ON PAGE 169 OF SAID PLAT RECORDS, ON THE SOUTH LINE OD A 20 FOOT ALLEY AS SHOWN ON A PLAT FOR WILLSHIRE PARK ADDITION, SECTION 14, RECORDED IN CABINET G ON PAGE 158 OF SAID PLAT RECORDS FOR THE NORTHEAST CORNER HEREOF;

THENCE S.14°22'59"E., ALONG THE COMMON LINE OF SAID WESTERN HILLS ADDITIONS SECTIONS 2 AND 4, 509.83 FEET (510.00 FEET), TO A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "ALS 6224 6332", FOUND AT THE NORTHEAST CORNER OF A CALLED "DRILL SITE" FOR THE EAST SOUTHEAST CORNER HEREOF;

THENCE S.75°36'35"W., ALONG THE NORTH LINE OF SAID DRILL SITE, 300.05 FEET (300.00 FEET) TO A ONE HALF INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID DRILL SITE AND AN INTERIOR CORNER HEREOF;

THENCE S.14°24'01"E., ALONG THE EAST LINE OF SAID DRILL SITE, 174.59 FEET (174.66 FEET) TO A ONE HALF INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF A CALLED 20 FOOT WIDE ALLEY FOR THE SOUTH SOUTHEAST CORNER HEREOF;

THENCE S.75°37'31"W., ALONG SAID ALLEY, AT 122.95 FEET PASSING A ONE HALF INCH IRON ROD (BENT), AT THE SOUTHEAST CORNER OF A CALLED 0.16 ACRE TRACT FOR FUTURE DEDICATION TO BEAL PARKWAY STREET, IN ALL 132.95 FEET TO A POINT FOR THE SOUTHEAST CORNER OF A CALLED 0.97 ACRE "SAVE AND EXCEPT" TRACT IN ABOVE MENTIONED DEEDS FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.14°14'45"W., ALONG THE EAST LINE OF SAID CALLED 0.97 ACRE TRACT, 139.94 FEET (140.09 FEET) TO A POINT FROM WHICH A FOUND ONE HALF INCH IRON ROD (BENT) BEARS N.75°41'03"E., 10.00 FEET, FOR THE POINT OF CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, AND A CHORD BEARING AND DISTANCE OF N.02°23'24"W., 153.79 FEET;

THENCE ALONG THE ARC OF SAID CURVE CONVEX TO THIS TRACT, 154.92 FEET (154.78 FEET) TO A POINT OF TANGENCY HEREOF;

THENCE N09°36'16"E., 102.47 FEET (102.46 FEET) TO A POINT FROM WHICH A FOUND ONE HALF INCH IRON ROD (BENT) BEARS S.80°20'42"E., 10.00 FEET, FOR THE POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET AND A CHORD BEARING AND DISTANCE OF N.02°22'34"W., 179.26 FEET;

THENCE ALONG THE ARC OF SAID CURVE CONCAVE TO THIS TRACT, 180.58 FEET (180.69 FEET) TO A POINT FROM WHICH A FOUND ONE HALF INCH IRON ROD (BENT) BEARS N.75°33'37"E., 10.00 FEET, FOR THE POINT OF TANGENCY HEREOF;

THENCE N.14°28'18., ALONG THE EAST LINE OF SAID CALLED 0.97 ACRE TRACT, 124.35 FEET (124.72 FEET) TO A "+" MARKED IN CONCRETE ON THE SOUTH LINE OF SAID ALLEY FOR THE NORTHWEST CORNER HEREOF;

THENCE N.75°28'51"E., ALONG SAID ALLEY, 321.90 FEET TO THE **POINT OF BEGINNING** CONTAINING 4.73 ACRES OF LAND.



Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

December 1, 2022

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-22-0317

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Drew Wegman		Phone ( ) Email	
Address 5617 Delaney	City Midland	State TX	Zip 79707

Property Owner Printed Name: Parkway Villas LLC		Phone ( ) Email	
Address 101 Nursery Ln Ste 244	City Fort Worth	State TX	Zip 76114

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone ( ) Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: NA

Legal Description See attached Metes & Bounds
Lot: 22 Block: 22 Subdivision: Western Hills

Current Zoning: MF16

Proposed Zone: TH
(List by tracts if more than one district is requested)

Reason for Zone Change Request: The building of Townhomes

Present Use of Property: Vacant

Proposed Use of Property: Housing

How would this zone change affect the public health, safety and welfare? No adverse effect

Describe how conditions affecting the property have changed since present zoning designation: no change

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

RECEIVED
DEC 01 2022
BY: JR

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Drew Wegman	Date: 12/1/2022
Applicant (printed): Drew Wegman - Managing Member Parkway Villas LLC	
Property Owner (signature):	Date:
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Parkway Villas LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 14 day of December, 2022, to certify which witness my hand and seal of office.

Kelsey Ann Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☐ Application Fee
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Check # 3954

RECEIVED DEC 01 2022 BY: JR

Received By: James Reber Date: 12/1/22

****Application will not be considered for scheduling until reviewed by a planner.****

MAVERICK
ENGINEERING · SURVEY · WATER RESOURCES
1909 West Wall Street, Suite K · Midland, TX 79701
Tel: 432.262.0999 · Fax: 432.262.0989 · maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

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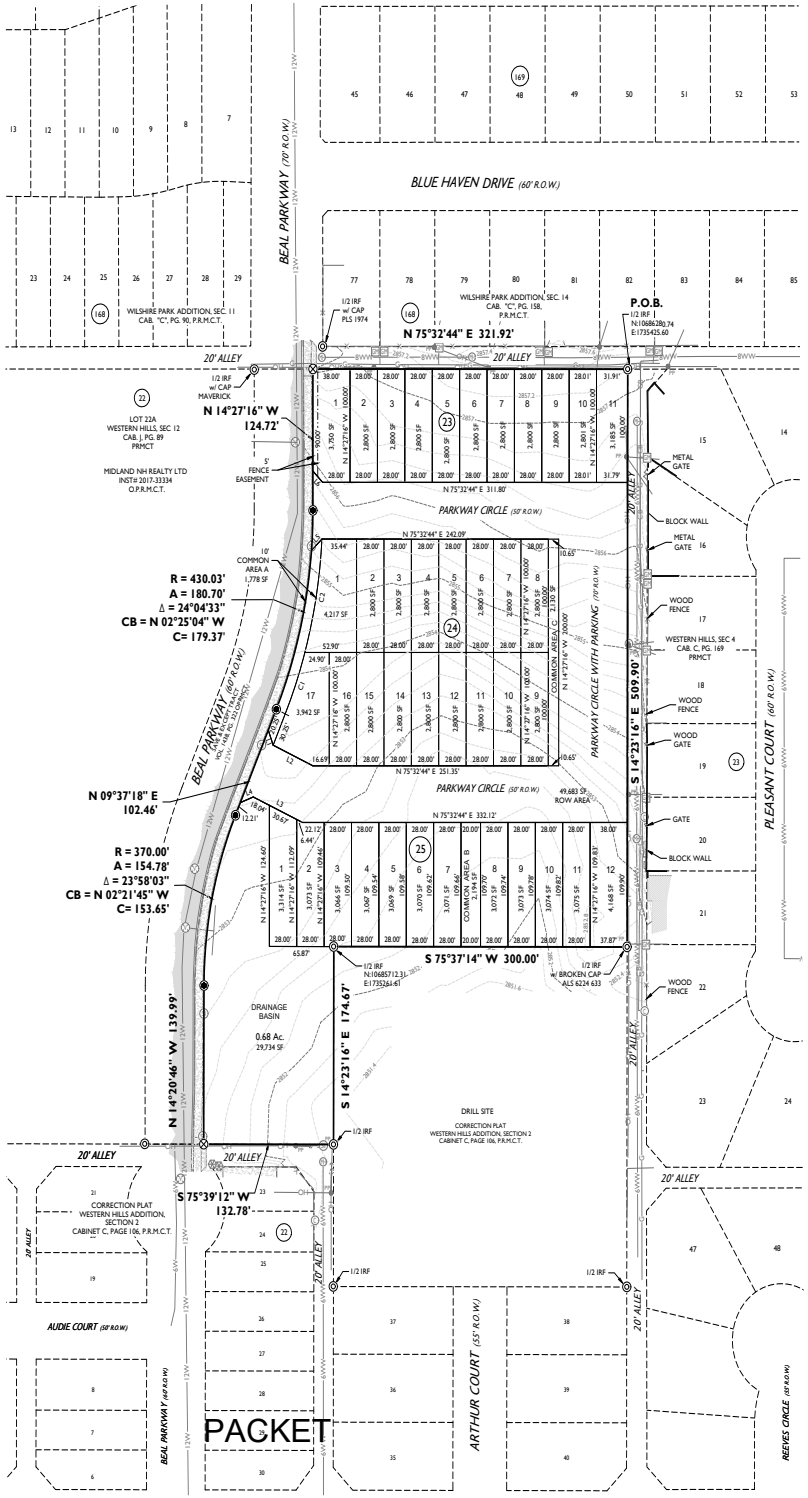
Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

December 1, 2022

SKETCH PLAT

WESTERN HILLS ADDITION,
SECTION 15

BEING 4.73 ACRE TRACT OF LAND BEING OUT OF AND PART
OF LOT 22, BLOCK 22, CORRECTION PLAT OF WESTERN HILLS, SECTION TWO,
AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS,



PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, GREGORY W. SHOULTS, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY LOCATED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF MIDLAND.

GREGORY W. SHOULTS, R.P.L.S.
MAVERICK ENGINEERING / SURVEYING FIRM #10194514
1909 W. WALL STREET, SUITE, K
MIDLAND, TX 79701

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS _____ IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 31, BLOCK 39, T-1-S, T&P. RR. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT _____, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT DESIGNATED AS WESTERN HILLS ADDITION, SECTION 15, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN THEREON; AND DO HEREBY GIVE AN EASEMENT OF INGRESS AND EGRESS TO THE CITY OF MIDLAND FOR GARBAGE COLLECTION, UTILITY FACILITY ACCESS AND MAINTENANCE, LOCATION AND MAINTENANCE OF TRASH CONTAINERS AND ACCESS THERETO, AND CONDITION SAID EASEMENT THAT NO CONSTRUCTION SHALL COMMENCE ON SAID LOT OR LOTS UNTIL THE EXACT LOCATION OF SAID CONTAINERS THEREWITH HAS BEEN SELECTED AND APPROVED BY THE DIRECTOR OF UTILITIES.

WITNESS MY HAND AT _____ - _M.

THE _____ DAY OF _____, 2023.

BY:OWNER/REP NAME, TITLE

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE WAS ACTING AS OWNER, AND THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

ATMOS ENERGY
BY: _____

AT&T
BY: _____

OPTIMUM
BY: _____

ASTOUND BROADBAND
BY: _____

ONCOR ELECTRIC DELIVERY
BY: _____

LINE	BEARING	DISTANCE
L1	N 35°22'42" W	14.14'
L2	S 80°22'42" E	44.49'
L3	N 80°22'42" W	55.15'
L4	S 54°37'18" W	14.14'
L5	N 35°37'02" E	14.63'
L6	S 59°27'15" E	14.14'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	440.00'	57.87'	57.83'	N 05°51'09" E	7°32'06"
C2	440.00'	101.74'	101.51'	N 04°32'58" W	13°14'51"

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF WESTERN HILLS ADDITION, SECTION 15, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS ON THIS

_____ DAY OF _____, 2023.

LUCY SISNIEGA, CHAIRMAN

ELIZABETH SHAUGHNESSY, SECRETARY

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0185F, DATED SEPTEMBER 26, 2008, THIS PROPERTY IS WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK CIVIL & SURVEY, LLC.

DEVELOPMENT NOTES

1. *SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.*
2. *APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.*
3. *IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS, IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASED.*

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NAD 83, U.S. SURVEY FOOT*
2. *1/2 IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" SET AT ALL CORNERS, UNLESS OTHERWISE SPECIFIED.*
3. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*
4. *LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED: CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.*
5. *THIS IS A PROVISIONAL SKETCH PLAT, THIS IS NOT TO BE RECORDED OR USED FOR CONSTRUCTION PURPOSES. SET MONUMENTS SHOWN HEREON ARE ALSO PRELIMINARY AND SHALL ONLY BE PLACED IN ACCORDANCE WITH A FINAL SURVEY SEALED BY THE SURVEYOR OF RECORD.*

DRAINAGE EASEMENT DEDICATED WITH THIS PLAT

1. THE CITY OF MIDLAND AND ITS EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS, SHALL HAVE THE FREE AND UNINTERRUPTED RIGHT OF PASSAGE IN, ON, UPON, OVER, UNDER, ACROSS, ALONG AND THROUGH THE PROPERTY DESCRIBED HEREIN FOR THE PURPOSE OF ESTABLISHING, LAYING, CONSTRUCTING, RECONSTRUCTING, INSTALLING, REALIGNING, MODIFYING, REPLACING, IMPROVING, ALTERING, OPERATING, MAINTAINING, ACCESSING, INSPECTING, REPAIRING, RELOCATING AND REMOVING DRAINAGE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO CUT AND TRIM BUSHES AND TREES, TOGETHER WITH THE RIGHT OF INGRESS, EGRESS AND REGRESS FOR SUCH PURPOSES IN, ON, UPON, OVER, UNDER, ACROSS, ALONG AND THROUGH THE PROPERTY DESCRIBED HEREIN.

2. DEVELOPER MAY NOT USE ANY PART OF THE PROPERTY DESCRIBED HEREIN IF SUCH USE WILL DAMAGE, DESTROY, INJURE, AND/OR UNDULY INTERFERE WITH THE CITY OF MIDLAND'S USE OF THE PROPERTY DEVELOPER EXPRESSLY COVENANTS AND AGREES FOR ITSELF, ITS LEGAL REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS, THAT NO BUILDING, ROADWAYS, OR CURBS AND GUTTERS OF ANY KIND WILL BE PLACED ON THE PROPERTY DESCRIBED HEREON WITHTEN PERMISSION FOR ABOVE GROUND APPURTENANCES MUST BE OBTAINED FROM THE CITY OF MIDLAND, PRIOR TO INSTALLATION.

3. THE CITY OF MIDLAND SHALL HAVE THE RIGHT TO MITIGATE DEFICIENCIES IN THE FUNCTION OF THE STORMWATER FACILITY, AND TO BE REIMBURSED BY THE PROPERTY OWNER, IF THE CITY FINDS IT NECESSARY FOR PUBLIC HEALTH AND SAFETY.

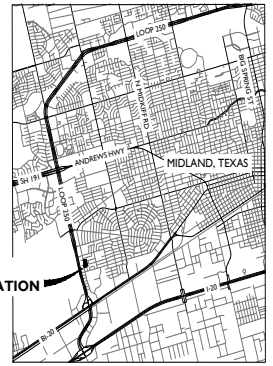
4. THE MAINTENANCE OF ANY STORMWATER FACILITY IN THIS EASEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER. PROPERTY OWNER AGREES TO MAINTAIN THE FACILITY IN WORKING ORDER, WITH INSPECTIONS AND CORRECTIVE ACTION MADE AT LEAST ANNUALLY. REPORTS OF SUCH INSPECTIONS AND MAINTENANCE SHALL BE KEPT FOR INSPECTION BY THE CITY OF MIDLAND STORMWATER ADMINISTRATOR ON REQUEST, OR MAY BE FORWARDED TO THE CITY ENGINEER'S OFFICE.

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____ CABINET _____

DATE _____ PAGE _____

PROPERTY OWNER
PARKWAY VILLAS LLC
1234 N. EXAMPLE STREET
CITY, STATE - ZIP
DEED INSTRUMENT #



VICINITY MAP
N.T.S.



0' 60' 120'
ORIGINAL SCALE: 1" = 60'

LEGEND

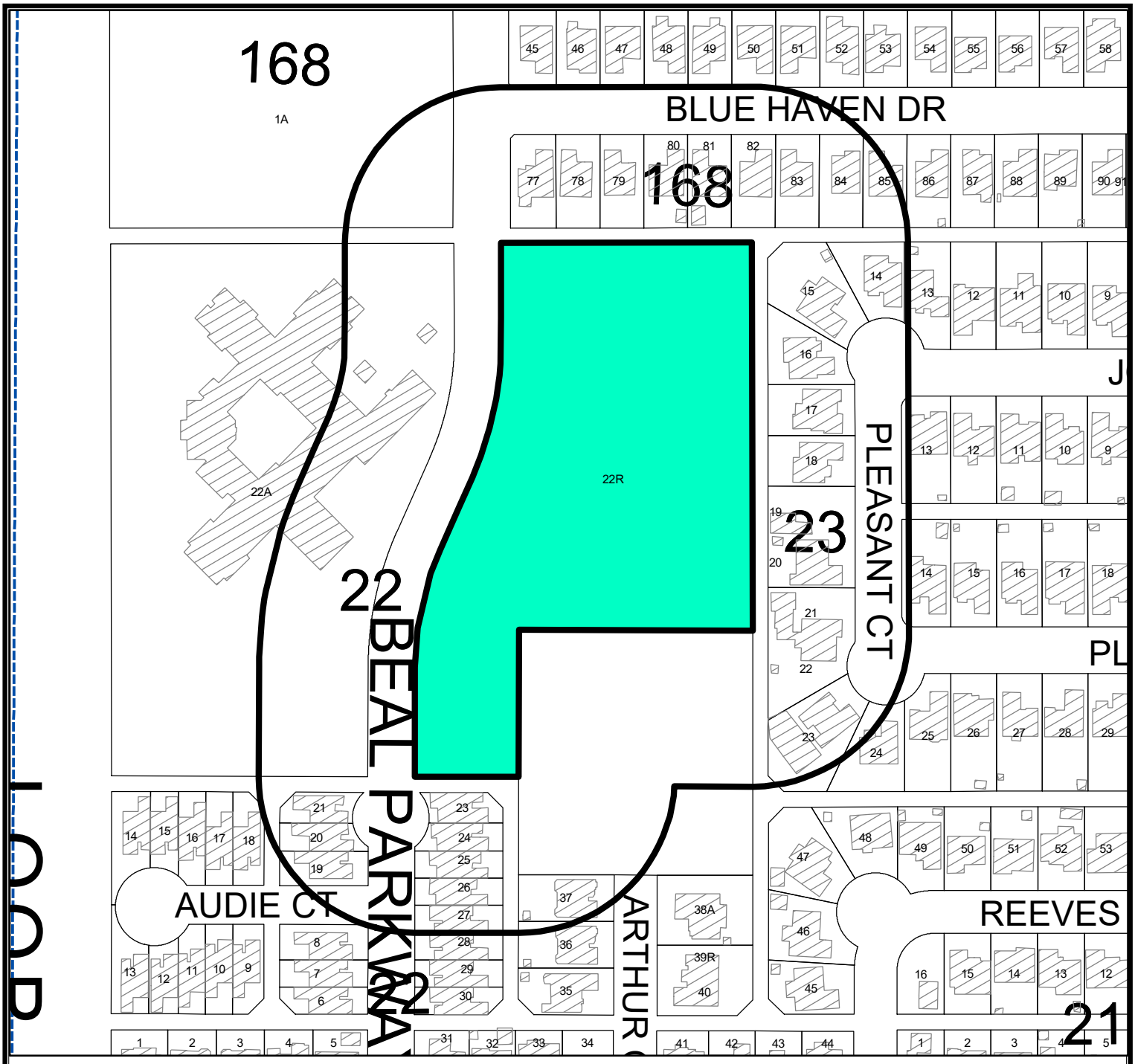
- SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
- FOUND MONUMENT AS NOTED
- SAW CUT "X"
- EXISTING CABLE PEDISTAL
- EXISTING GAS METER
- EXISTING MANHOLE
- EXISTING POWER POLE
- EXISTING WATER VALVE
- EXISTING REFLECTOR
- EXISTING SIGN
- BOUNDARY LINE
- PROPERTY LINES
- FENCE
- CHAINLINK FENCE
- GAS LINE
- OVERHEAD ELECTRIC LINE
- WASTEWATER
- UNDERGROUND CABLE LINE
- WATER MAIN
- CONCRETE
- PAVEMENT
- BUILDING

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F- 15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

PACKET 21.12

February 28, 2023

WESTERN HILLS ADDITION
SECTION 15



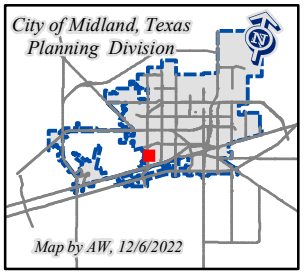
LOCATION MAP

Z-22-0317 **Scale: 1" = 200'**

Consider a request by Drew Wegman for a Zone Change from MF-16, Multiple-Family Dwelling District to TH, Townhouse (Attached) Dwelling District on a 4.73-acre tract of land out of Lot 22, Block 22, Western Hills Addition, Section 2, City and County of Midland, Texas.
Generally located to the east of Beal Parkway, approximately 1,347 feet south of Blue Haven Drive. (Council District 4)

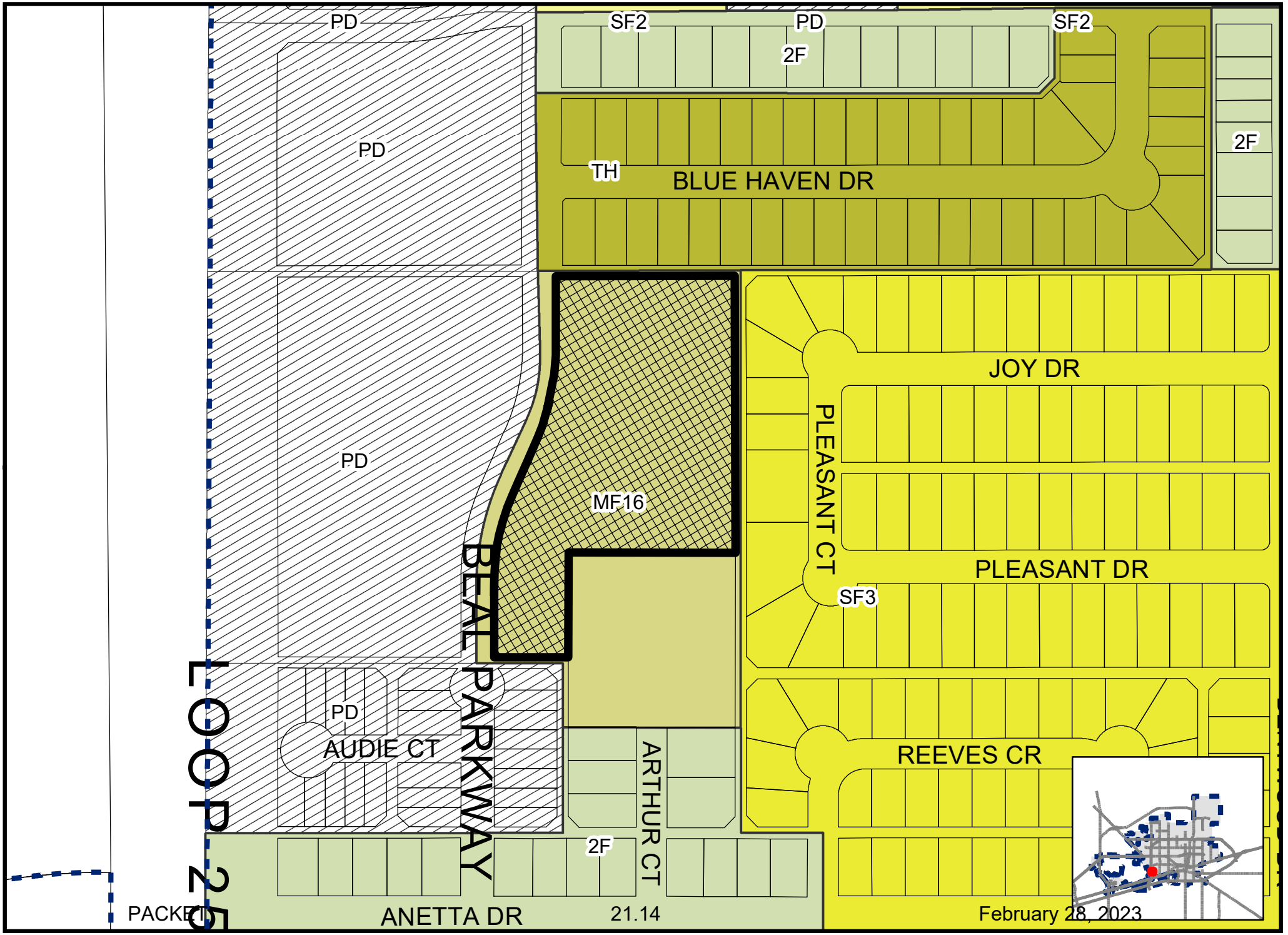
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS 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.

February 28, 2023



Map By AW, 12/6/2022

Z-22-0317

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A 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: 22

Meeting Date: February 14, 2023, February 28, 2023

To: City Council / City Manager

From: Charles Harrington, Director

Subject: AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT", CHAPTER 2, "PLATS AND SUBDIVISIONS", SECTION THREE, "PLATTING PROCEDURES", SUBSECTION (D), "PRELIMINARY PLAT", SUB-SUBSECTION 11, "APPROVAL BY THE COUNCIL" OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO REQUIRE COUNCIL APPROVAL OF A PRELIMINARY PLAT (1) THAT WAS APPROVED BY THE PLANNING AND ZONING COMMISSION BY OPERATION OF LAW OR (2) THAT IS A REPLAT THAT ATTEMPTS TO AMEND OR REMOVE A COMMON AREA OR GREEN SPACE THAT IS IN THE PRECEDING PLAT; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Purpose:

Section 212 of the Texas Local Government Code (TLGC) requires that the municipal authority responsible for approving plats must approve, approve with conditions, or disapprove the plat within 30 days from the date it is filed. In the City of Midland, the Planning and Zoning Commission (P&Z) must render the decision on all preliminary plats within 30 days of filing consistent with the TLGC. Certain preliminary plats also require approval from City Council, but P&Z must initially act within 30 days.

If adopted, this ordinance will require Council approval of any preliminary plat that is approved by operation of law due to P&Z missing a deadline (e.g., failure to initially act on a preliminary plat within 30 days; failure to act within 15 days after the applicant responds to the initial conditional approval or disapproval) or due to P&Z failing to comply with any other requirement of Chapter 212 of the Local Government Code (e.g., failure to provide a written statement of the conditions or reasons for disapproval and a legal citation for each).

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Discussion:

The adopting ordinance would amend 11-2-3(D) of the Midland City Code under platting procedures for Plats and Subdivisions by requiring City Council to approve a preliminary plat that:

> (10) Was approved by operation of law due to the commission's failure to approve, approve with conditions, or disapprove said plat within the applicable period of time prescribed by Chapter 212 of the Local Government Code, as amended, or due to the commission's failure to otherwise comply with a requirement of Chapter 212 of the Local Government Code, as amended.

Adding this subsection would ensure compliance with the Texas Local Government Code.

The other types of preliminary plats requiring Council approval remain in effect under 11-2-3(D).11(a) of the City Code and are in the attached ordinance.

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT", CHAPTER 2, "PLATS AND SUBDIVISIONS", SECTION THREE, "PLATTING PROCEDURES", SUBSECTION (D), "PRELIMINARY PLAT", SUB-SUBSECTION 11, "APPROVAL BY THE COUNCIL" OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO REQUIRE COUNCIL APPROVAL OF A PRELIMINARY PLAT (1) THAT WAS APPROVED BY THE PLANNING AND ZONING COMMISSION BY OPERATION OF LAW OR (2) THAT IS A REPLAT THAT ATTEMPTS TO AMEND OR REMOVE A COMMON AREA OR GREEN SPACE THAT IS IN THE PRECEDING PLAT; 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 Council finds it to be in the public interest to approve and adopt an amendment to Title XI, "Planning and Development", Chapter 2, "Plats and Subdivisions", Section Three, "Platting Procedures", Subsection (D), "Preliminary Plat", Sub-Subsection 11, "Approval by the Council" of the City Code of Midland, Texas, so as to require Council approval of a preliminary plat (1) that was approved by the Planning and Zoning Commission by operation of law under Chapter 212 of the Local Government Code or (2) that is a replat that attempts to amend or remove a common area or green space that is in the preceding plat; and

WHEREAS, the City Council finds that the public health, safety and general welfare will be best served by amending Title XI, "Planning and Development", Chapter 2, "Plats and Subdivisions", Section Three, "Platting Procedures", Subsection (D), "Preliminary Plat", Sub-Subsection 11, "Approval by the Council" of the City Code of Midland, Texas, as described in this ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That Title XI, "Planning and Development", Chapter 2, "Plats and Subdivisions", Section Three, "Platting Procedures", Subsection (D), "Preliminary Plat",

Sub-Subsection 11, "Approval by the Council" of the City Code of Midland, Texas, is hereby amended to read in its entirety as follows:

11. *Approval by the Council.*

(a) Approval by the Council shall be required prior to consideration of a final plat by the commission for any preliminary plat which:

(1) Is ten hectares (25 acres) or more in area and involves any request for a variance from the regulations of this Chapter;

(2) Includes any new street or continuation of an existing street which connects two arterial streets;

(3) Involves a request for a variance from any of the subdivision design standards affecting any arterial street;

(4) Does not provide an alley abutting or connected by pedestrian access easement to each lot zoned for four dwelling units or less;

(5) Includes any proposed private street or alley or other area of common ownership;

(6) Is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor;

(7) Involves any other matter cited in this Chapter as requiring Council approval;

(8) Involves any matter of such policy significance that the commission determines that said plat should be considered by the Council;

(9) Includes any potentially significant problem, in its form as approved by the commission, that the City Manager determines, upon the recommendation of any department head of the City, should be considered by the Council;

(10) Is a replat of a subdivision or part of a subdivision that attempts to amend or remove a common area or green space that is in the preceding plat; or

(11) Was approved by operation of law due to the commission's failure to approve, approve with conditions, or disapprove said plat within the applicable period of time prescribed by Chapter 212 of the Local Government Code, as amended, or due to the commission's failure to otherwise comply with a requirement of Chapter 212 of the Local Government Code, as amended.

(b) The preliminary plat, together with the recommendation of the commission, shall be submitted, by the director, to the Council for its consideration where required, promptly after approval or conditional approval by the commission or following the filing of a revised preliminary plat, conforming to all conditions of approval by the commission.

(c) The Council shall act on the preliminary plat and recommendation of the commission within the applicable period of time prescribed by Chapter 212 of the Local Government Code, as amended, unless such time is extended by agreement with the property owner.

(d) The Council shall review the recommendation of the commission and determine whether to approve, conditionally approve, or disapprove the preliminary plat.

SECTION TWO. That the provisions of this ordinance are to be cumulative of all

other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. That the penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION FIVE. That this ordinance shall become effective immediately upon final adoption.

SECTION SIX. That the City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
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

City Council Meeting

Item Number: 23

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Landon Ochoa, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE AN 8.823-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, ORTLOFF ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO MF-22, MULTIPLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WESTCLIFF DRIVE, APPROXIMATELY 335 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 (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Brad Schwab, is requesting a zone change from LI, Light Industrial District to MF-22, Multiple-Family Dwelling District to permit senior, multi-family housing.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Surrounding Zoning and Land Use:

The properties to the north are zoned LI and are the location of businesses. The properties to the east are zoned PD, Planned District for an Office Center and SF-1, Single-Family Dwelling District and is the location of homes and a government entity. The property to the south is zoned 2F, Two-Family Dwelling (Duplex) District and is the location of churches and homes. The

properties to the west are zoned C, Commercial, MF-22, Multiple-Family Dwelling District, and LR, Local Retail, and is the location of businesses, a government entity, and a church.

Analysis:

The applicant, Brad Schwab, is requesting approval of a change zoning from LI, Light Industrial District to MF-22, Multiple-Family Dwelling District to permit a senior, multi-family housing development.

The site plan, attached hereto as Exhibit B, shows a proposed subdivision that will have a continuous building of 69,620.48 square footage, with a maximum height of 45 feet. This building has been designed to have up to 200 units for Seniors (Age and Income Restricted). There will be 89 one-bedroom units and 111 two-bedroom units. The site has a total density of 22.67 units per acre. There are (2) semi-open concept common areas and a Dog Park. They will provide the required 357 parking spaces.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.04; Residential Zoning District Dimensional Regulation Chart as well as Chapter 9, Landscape Regulations for future landscaping. In addition to conforming to the parking regulations set forth in Title XI, Chapter 11 of the City Code.

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 to zone change request.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zoning. [For Applicant’s Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

This request is not 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 General Industrial, a classification which calls for all types of industrial: manufacturing, warehousing, distribution, and office/industrial flex space. However, as mentioned, the property has single-family housing to the south and east as well as an MF-22, zoning to the southwest. Therefore, this request is consistent with the development surrounding it. Additionally, Principle 4 of Chapter 3 of the Tall City Tomorrow Plan seeks to increase the diversity of the housing stock in Midland. This development works both for and against creating a sense of more community housing.

This item was to appear at the Planning and Zoning Commission meeting on January 17, 2023, but was moved due to the commission not having a quorum. This request was made by the applicant.

The Planning & Zoning Commission recommended approval of this request on February 6, 2023.

This request was deferred by City Council on February 14, 2023.

Staff recommends approval of this zone change from LI, Light Industrial District to MF-22, Multiple-Family Dwelling District subject to conditions A through E.

Conditions:

A. That this property shall significantly conform to the site plan, attached hereto and incorporated herein, as Exhibit B.

B. That the use and development of the property shall conform to the regulations of the MF-22, Multiple-Family Dwelling District.

C. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

D. That all signage shall conform to the City of Midland Sign Code.

E. That the parking shall conform to the regulations set forth in Title XI, Chapter 11 of the City Code.

Letters of Objection:

As of February 15, 2023, staff has received 9 letters of objection with an objection percentage of 39.2%.

Attachments:

Application
Metes and Bounds (Exhibit A
Site Plan (Exhibit B)
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE AN 8.823-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, ORTLOFF ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO MF-22, MULTIPLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WESTCLIFF DRIVE, APPROXIMATELY 335 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 an 8.823-acre tract of land out of Lot 1, Block 1, Ortloff Addition, Section 2, 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 MF-22, Multiple-Family Dwelling District 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 LI, Light Industrial District to MF-22, Multiple-Family Dwelling District.

SECTION TWO. 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:

That the use and development of the Property shall conform to the regulations of the MF-22, Multiple-Family Dwelling District and the conditions shown on Exhibit "B".

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
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"

MAVERICK
ENGINEERING · SURVEY · WATER RESOURCES
1909 West Wall Street, Suite K · Midland, TX 79701
Tel: 432.262.0999 · Fax: 432.262.0989 · maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

FIELD NOTE DESCRIPTION OF A 8.823 ACRE TRACT OF LAND, SITUATED IN SECTION 30, BLOCK 39, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT CALLED LOT 1, BLOCK 1, ORTLOFF ADDITION, SECTION 2, AS RECORDED IN DOCUMENT NUMBER 12374, IN CABINET D ON PAGE 61 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY AND BEING A PORTION OF THE TRACT CONVEYED IN A SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NUMBER 5161 IN VOLUME 1452 ON PAGE 665 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED FOR A ZONING DESCRIPTION ONLY AS FOLLOWS;

BEGINNING AT N.(y): 10694925.39, E.(x): 1734544.87, A ONE HALF INCH IRON ROD WITH CAP MARKED "PSC RPLS 6453," FOUND AND ACCEPTED AS THE SOUTHEAST CORNER OF LOT 3-A, BLOCK 1, ORTLOFF ADDITION, SECTION 7 AS FILED IN CABINET "M", PAGE 33, OF SAID PLAT RECORDS, AND AN INTERIOR CORNER HEREOF;

THENCE N.14°22'51"W., ALONG THE EAST LINE OF SAID LOT 3-A, AT A RECORD 165.10 FEET PASSING THE EAST NORTHEAST CORNER THEREOF AND A POINT AT WHICH WESTCLIFF DRIVE RIGHT-OF-WAY COMMENCES, IN ALL, 181.26 FEET TO A FIVE EIGHTHS INCH IRON ROD (BENT) FOUND AT A POINT OF DEFLECTION AND CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N.19°41'56"W., 74.01 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 83.32 FEET TO A FIVE EIGHTHS INCH IRON ROD WITH AN ILLEGIBLE YELLOW CAP AT A POINT OF DEFLECTION AND THE END OF CURVE;

THENCE N.14°22'51"W., ALONG THE EAST RIGHT-OF-WAY LINE OF SAID WESTCLIFF DRIVE, 89.99 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" (RPC) SET ON THE SOUTH LINE OF A 20 FOOT ALLEY BEING THE SOUTH LINE OF ORTLOFF ADDITION SECTION 3, RECORDED AS DOCUMENT NUMBER 3790 IN CABINET G ON PAGE 31 OF SAID PLAT RECORDS FOR THE NORTH NORTHWEST CORNER HEREOF;

THENCE N.75°39'44"E., ALONG SAID ALLEY, 492.30 FEET TO AN "RPC" SET IN THE WEST RIGHT-OF-WAY LINE OF WOODCREST DRIVE AT THE SOUTHEAST CORNER OF SAID ORTLOFF ADDITION SECTION 3, FOR THE NORTHEAST CORNER HEREOF;

THENCE THE FOLLOWING 3 COURSES AND DISTANCES ALONG SAID WEST RIGHT-OF-WAY;

1. S.14°22'32"E., 122.25 FEET TO AN "RPC" SET;

2. N.75°37'28"E., 5.00 FEET TO AND "RPC" SET;

3. S.14°22'32"E., 450.00 FEET TO AN "RPC" SET AT THE SOUTHEAST CORNER OF SAID ORTLOFF ADDITION SECTION 2 AT THE INTERSECTION OF SAID WEST RIGHT-OF-WAY AND THE NORTH RIGHT-OF-WAY OF DOUGLAS AVENUE, FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.75°38'31"W., ALONG SAID RIGHT-OF-WAY, 167.67 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 538.54 FEET AND A CHORD BEARING AND DISTANCE OF S.61°29'12"W., 263.37 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 266.06 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE POINT OF REVERSE CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 478.54 FEET AND A CHORD BEARING AND DISTANCE OF S.59°13'15"W., 197.08 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 198.50 FEET TO A ONE HALF INCH IRON ROD FOUND AT A POINT OF DEFLECTION BEING THE POINT OF CURVATURE FOR A CUL-DE-SAC CONCAVE TO THIS TRACT HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N.85°51'43"W., 87.00 FEET;

THENCE AROUND THE ARC OF SAID CUL-DE-SAC, 105.52 FEET TO A POINT OF DEFLECTION TO THE RIGHT AND THE END OF CURVE FOR A SOUTHERLY CORNER HEREOF;

THENCE THE FOLLOWING 4 COURSES AND DISTANCES INTERIOR TO SAID LOT 1;

1. S.86°40'47"W., 93.18 FEET TO A POINT;
2. N.14°43'02"W., 187.89 FEET TO A POINT;
3. N.75°37'28"E., 20.03 FEET TO A POINT;
4. N.14°22'32"W., 114.34 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 3-A;

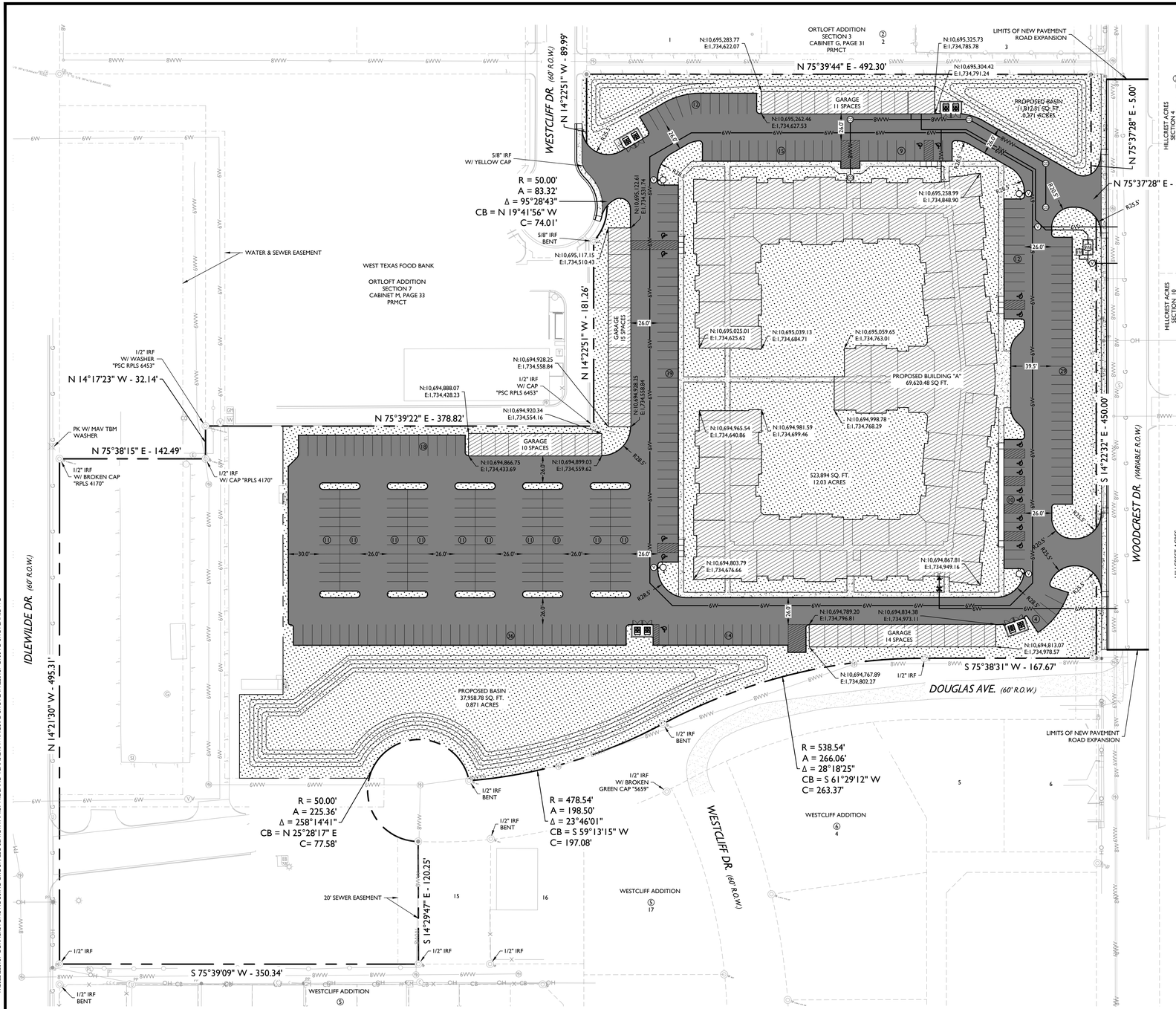
THENCE N.75°39'22"E., ALONG SAID SOUTH LINE OF LOT 3-A, 276.75 FEET TO THE **POINT OF BEGINNING**, CONTAINING 8.823 ACRE OF LAND.



December 19, 2022

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

EXHIBIT "B"



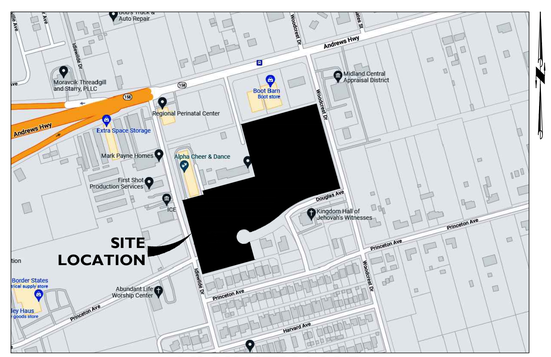
LEGEND

- DENOTES FOUND BENCHMARK AS NOTED
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SAW CUT "X"
- DENOTES EXISTING GAS RISER
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING SEWER VALVE
- DENOTES EXISTING UTILITY MARKER
- DENOTES EXISTING SIGN
- DENOTES EXISTING FLAG
- DENOTES EXISTING CLEAN OUT
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- DENOTES EXISTING LOTS
- DENOTES EXISTING EASEMENT LINE
- DENOTES EDGE OF ASPHALT
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- UE — DENOTES EXISTING UNDERGROUND ELECTRIC LINE
- CB — DENOTES EXISTING BURIED CABLE LINE
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- 6W — DENOTES EXISTING 6" WATER LINE
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- DENOTES PROPOSED POST INDICATOR VALVE
- IM — DENOTES PROPOSED IRRIGATION METER
- WM — DENOTES PROPOSED WATER METER
- DENOTES PROPOSED WATER VALVE
- 1W — DENOTES PROPOSED 1" WATER LINE
- 3W — DENOTES PROPOSED 3" WATER LINE
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- DENOTES PROPOSED CONCRETE

0' 50' 100' 150'
SCALE 1" = 50'

DEVELOPMENT NOTES:

- GENERAL: SITE PLAN IS FOR A PROPOSED ±84,492.48 SQUARE FOOT BUILDINGS LOCATED ON A 12.027 TRACT OF LAND, SITUATED IN SECTION 30, BLOCK 39, TOWNSHIP 1 SOUTH AND PACIFIC RAILWAY COMPANY SURVEY, CITY & COUNTY OF MIDLAND, TEXAS. RE-PLAT IN PROGRESS. THE SITE IS LOCATED NEAR THE INTERSECTION OF WOODCREST DRIVE & PRINCETON AVENUE. THE DEVELOPMENT IS CURRENTLY ZONED AS A LI.
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  - WEST - TWO SINGLE STORY GARAGE FACILITIES.
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- BUILDING HEIGHT: THE NORTH STRUCTURE IS PLANNED TO BE A SINGLE STORY, WITH A MAXIMUM BUILDING HEIGHT OF 14 FT. THE CENTRAL STRUCTURE IS PLANNED TO BE A THREE STORY, WITH A MAXIMUM BUILDING HEIGHT OF 45 FT. THE WEST STRUCTURES ARE PLANNED TO BE A SINGLE STORY, WITH A MAXIMUM BUILDING HEIGHT OF 14 FT. AND THE SOUTHERN STRUCTURES ARE PLANNED TO BE A SINGLE STORY, WITH A MAXIMUM BUILDING HEIGHT OF 14 FT.
- ACCESS: THE SITE IS PLANNED TO HAVE THREE (3) ACCESS POINTS, ONE TO THE NORTHEAST ACCESSING WOODCREST DRIVE, ONE TO THE NORTHWEST ACCESSING WESTCLIFF DRIVE, AND ONE TO THE SOUTHEAST ACCESSING WOODCREST DRIVE. ALL ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS.
- FIRE ACCESS: ACCESS FOR FIRE TRUCKS WILL BE ALONG THE PROVIDED 26 FT. WIDE CORRIDOR WITH MINIMUM 28 FT. RADII THROUGHOUT OR ALONG THE ROAD.
- PARKING: ON-SITE PARKING WILL BE PROVIDED WITH 280 STANDARD PARKING SPACES, AND AN ADDITIONAL 16 ACCESSIBLE PARKING SPACES.
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VICINITY MAP
N.T.S.

LANDSCAPE NOTES:

- LANDSCAPING ELEMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATIVE PURPOSES ONLY, AND DOES NOT NECESSARILY REFLECT THE FINAL DESIGN LANDSCAPING.
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PARKING CALCULATIONS:

UNIT TYPE 1 BEDROOM = (89 UNITS x 1.5) = REQUIRED 133.5 PARKING
UNIT TYPE 2 BEDROOM = (112 UNITS x 2) = REQUIRED 224 PARKING
TOTAL UNIT COUNT = 201 UNITS

TOTAL **357.5 OR 358** PARKING SPACES REQUIRED

308 UNCOVERED PARKING SPACES PROVIDED
50 COVERED GARAGE PARKING SPACES PROVIDED
TOTAL PARKING SPACES PROVIDED = **358**

FEMA FIRM NOTES:

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	ZONE	BASE FLOOD ELEVATION
481239	182	F	09/16/2005	X	N/A

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F:\2022\220187-CORNERSTONE HOUSING GROUP, LLC-SENIOR FAMILY MIDLAND TEXAS\DRAWINGS\PD SITE PLAN\220187 C100 PD SITE PLAN.DWG

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 W Wall St. Ste. "K" Midland, TX 79701
ENGINEER FIRM #: F-13089
SURVEY FIRM #: 10194514
Tel: (432) 262-0989 Fax: (432) 262-0989
www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE
Δ			

DRAWN BY: TDE
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/16/2023
JOB: 220187

PD SITE PLAN
CORNERSTONE HOUSING GROUP
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:
THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW L. MELLEN, P.E. #106572 AND MAVERICK ENGINEERING (FIRM # F-15089) ON THIS DAY 01/16/2023, FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET **C100** OF **XX**

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-22-0318

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Brad Schwab		Phone (303) 517-7875 Email bschwab@cstonellc.net	
Address 209 S 19th, Ste 100	City Omaha	State NE	Zip 68102

Property Owner Printed Name: Michael E. Black, Pinon Ventures, LP		Phone (432) 684-9696 Email mblack@bcoperating.com	
Address PO Box 50820	City Midland	State TX	Zip 79710

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Printed Name: Andrew Mellen		Phone (432) 262-0999 Email amellen@maverick-eng.com	
Address PO Box 6040	City Midland	State TX	Zip 79704

Street Address: ~~4905~~ 4805 Andrews Hwy, Midland, TX 79703

Legal Description
Lot: Block: Subdivision: See provided metes & bounds description

Current Zoning: LI, Light Industrial District

Proposed Zone: MF-22, Multi-Family Dwelling District
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To permit senior, multi-family housing.

Present Use of Property: Vacant

Proposed Use of Property: Up to 200 units of Senior (Age and Income Resricted), Mutli-Family Housing built in one elevator served, three-story building.

How would this zone change affect the public health, safety and welfare? The requested MF-22 zoning will not negatively impact the public health, safety, and welfare at this location. Water and sewer utilities are at the site. Senior housing generates little traffic. The site has close proximity to health care, pharmacy, grocery, shopping, restaurants and Fire/EMS.

Describe how conditions affecting the property have changed since present zoning designation: The need for affordable, senor housing is high given recent housing cost increases, rapid inflation and interest rate hikes. Midland's housing values and local rents exceed what many seniors on fixed incomes can afford to pay.

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): Brad Schwab	Date: 12/13/2022
Applicant (printed): Brad Schwab	
Property Owner (signature):	Date: 12/14/2022
Property Owner (printed) : Michael E. Black	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Pinon Ventures LP, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 20th day of December, 2022, to certify which witness my hand and seal of office.

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

Kelsey Ann Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 3965	
Received By: Landon Cook	Date: RECEIVED DEC 21 2022

****Application will not be considered for scheduling until reviewed by a planner.**

MAVERICK
ENGINEERING · SURVEY · WATER RESOURCES
1909 West Wall Street, Suite K · Midland, TX 79701
Tel: 432.262.0999 · Fax: 432.262.0989 · maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

FIELD NOTE DESCRIPTION OF A 8.823 ACRE TRACT OF LAND, SITUATED IN SECTION 30, BLOCK 39, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT CALLED LOT 1, BLOCK 1, ORTLOFF ADDITION, SECTION 2, AS RECORDED IN DOCUMENT NUMBER 12374, IN CABINET D ON PAGE 61 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY AND BEING A PORTION OF THE TRACT CONVEYED IN A SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NUMBER 5161 IN VOLUME 1452 ON PAGE 665 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED FOR A ZONING DESCRIPTION ONLY AS FOLLOWS;

BEGINNING AT N.(y): 10694925.39, E.(x): 1734544.87, A ONE HALF INCH IRON ROD WITH CAP MARKED "PSC RPLS 6453," FOUND AND ACCEPTED AS THE SOUTHEAST CORNER OF LOT 3-A, BLOCK 1, ORTLOFF ADDITION, SECTION 7 AS FILED IN CABINET "M", PAGE 33, OF SAID PLAT RECORDS, AND AN INTERIOR CORNER HEREOF;

THENCE N.14°22'51"W., ALONG THE EAST LINE OF SAID LOT 3-A, AT A RECORD 165.10 FEET PASSING THE EAST NORTHEAST CORNER THEREOF AND A POINT AT WHICH WESTCLIFF DRIVE RIGHT-OF-WAY COMMENCES, IN ALL, 181.26 FEET TO A FIVE EIGHTHS INCH IRON ROD (BENT) FOUND AT A POINT OF DEFLECTION AND CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N.19°41'56"W., 74.01 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 83.32 FEET TO A FIVE EIGHTHS INCH IRON ROD WITH AN ILLEGIBLE YELLOW CAP AT A POINT OF DEFLECTION AND THE END OF CURVE;

THENCE N.14°22'51"W., ALONG THE EAST RIGHT-OF-WAY LINE OF SAID WESTCLIFF DRIVE, 89.99 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" (RPC) SET ON THE SOUTH LINE OF A 20 FOOT ALLEY BEING THE SOUTH LINE OF ORTLOFF ADDITION SECTION 3, RECORDED AS DOCUMENT NUMBER 3790 IN CABINET G ON PAGE 31 OF SAID PLAT RECORDS FOR THE NORTH NORTHWEST CORNER HEREOF;

THENCE N.75°39'44"E., ALONG SAID ALLEY, 492.30 FEET TO AN "RPC" SET IN THE WEST RIGHT-OF-WAY LINE OF WOODCREST DRIVE AT THE SOUTHEAST CORNER OF SAID ORTLOFF ADDITION SECTION 3, FOR THE NORTHEAST CORNER HEREOF;

THENCE THE FOLLOWING 3 COURSES AND DISTANCES ALONG SAID WEST RIGHT-OF-WAY;

1. S.14°22'32"E., 122.25 FEET TO AN "RPC" SET;

2. N.75°37'28"E., 5.00 FEET TO AND "RPC" SET;

3. S.14°22'32"E., 450.00 FEET TO AN "RPC" SET AT THE SOUTHEAST CORNER OF SAID ORTLOFF ADDITION SECTION 2 AT THE INTERSECTION OF SAID WEST RIGHT-OF-WAY AND THE NORTH RIGHT-OF-WAY OF DOUGLAS AVENUE, FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.75°38'31"W., ALONG SAID RIGHT-OF-WAY, 167.67 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 538.54 FEET AND A CHORD BEARING AND DISTANCE OF S.61°29'12"W., 263.37 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 266.06 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE POINT OF REVERSE CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 478.54 FEET AND A CHORD BEARING AND DISTANCE OF S.59°13'15"W., 197.08 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 198.50 FEET TO A ONE HALF INCH IRON ROD FOUND AT A POINT OF DEFLECTION BEING THE POINT OF CURVATURE FOR A CUL-DE-SAC CONCAVE TO THIS TRACT HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N.85°51'43"W., 87.00 FEET;

THENCE AROUND THE ARC OF SAID CUL-DE-SAC, 105.52 FEET TO A POINT OF DEFLECTION TO THE RIGHT AND THE END OF CURVE FOR A SOUTHERLY CORNER HEREOF;

THENCE THE FOLLOWING 4 COURSES AND DISTANCES INTERIOR TO SAID LOT 1;

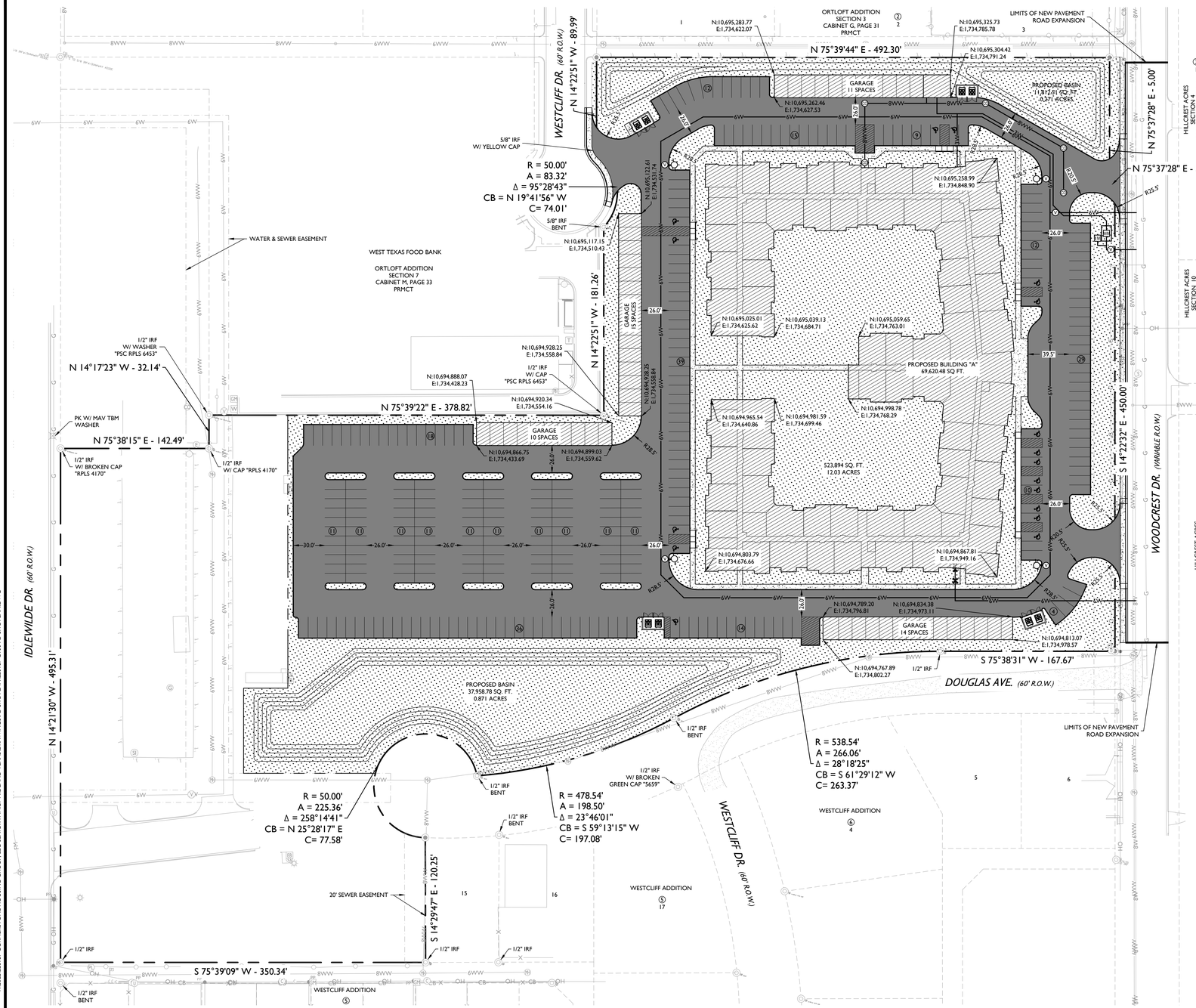
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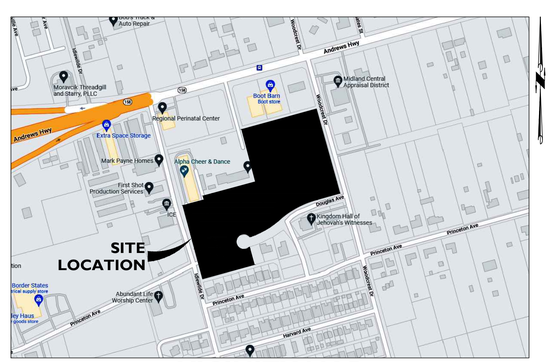
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COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	ZONE	BASE FLOOD ELEVATION
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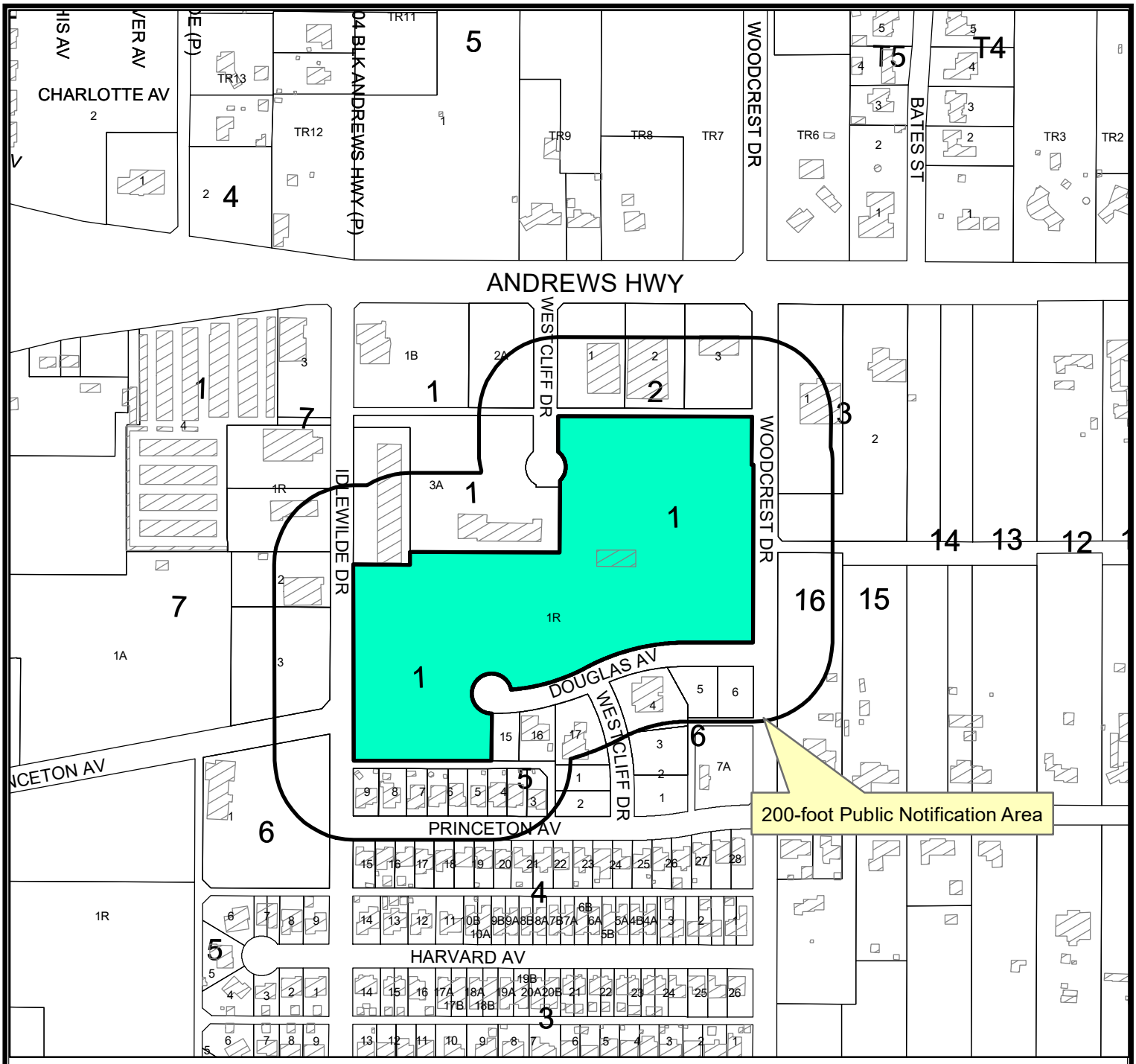
REVISIONS	BY	APPR.	DATE
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DRAWN BY: TDE
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 01/16/2023
JOB: 220187

PD SITE PLAN
CORNERSTONE HOUSING GROUP
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

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SHEET **C100** OF XX



LOCATION MAP

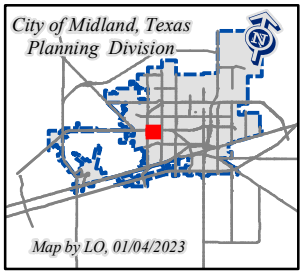
Z-22-0318 **Scale: 1" = 4,303'**

Consider a request by Brad Schwab for a zone change from LI, Light Industrial District to MF-22, Multi-Family Dwelling District, on a 8.823-acre tract of land out of Lot 1, Block 1, Ortloff Addition, Section 2, City and County of Midland, Texas.

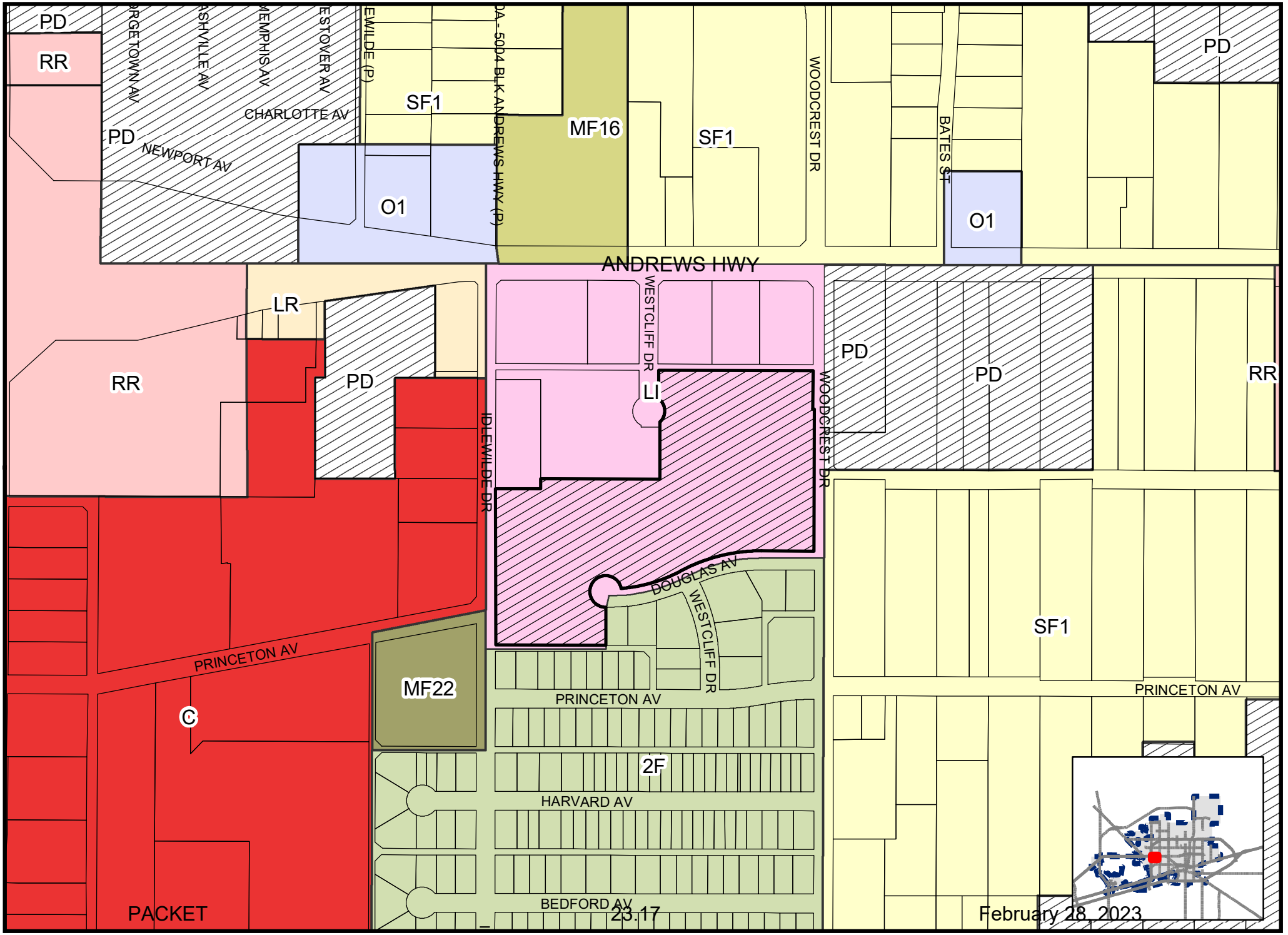
Generally located on east side of Westcliff Drive approximately 335 feet south of Andrews Highway (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By LO,1/4/2023

Z-22-0318

Scale: 1" = 4,574'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









Landon J. Ochoa

From: dara darrellcrassdrilling.com <dara@darrellcrassdrilling.com>
Sent: Wednesday, February 15, 2023 1:03 PM
To: Landon J. Ochoa
Subject: Re: Brad Schwab zone request

Thank you sir

Best regards,

Dara Richardson
(432) 559-1549

From: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Sent: Wednesday, February 15, 2023 9:03:42 AM
To: dara darrellcrassdrilling.com <dara@darrellcrassdrilling.com>
Subject: RE: Brad Schwab zone request

Thank you, Dara.

I was unable to view the video you sent but I have included you in the objection percentage.

From: dara darrellcrassdrilling.com <dara@darrellcrassdrilling.com>
Sent: Tuesday, February 14, 2023 3:57 PM
To: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Subject: Re: Brad Schwab zone request

4632 Princeton

Best regards,

Dara Richardson
(432) 559-1549

From: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Sent: Tuesday, February 14, 2023 8:16:46 AM
To: dara darrellcrassdrilling.com <dara@darrellcrassdrilling.com>
Subject: RE: Brad Schwab zone request

Dara,

Would you be willing to provide your address? Without the address, I can't include you in the objection percentage.

From: dara darrellcrassdrilling.com <dara@darrellcrassdrilling.com>
Sent: Monday, February 13, 2023 3:54 PM
To: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Subject: Brad Schwab zone request

This is our formal objection to the Brad Schwab zone. Change request generally located on the east side of Westcliff Dr.

Best regards,

Dara Crass

(432) 559-1549

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

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FEB 0 2 2023
BY: .....

MIDLAND
Planning Division

REDDY VARADAREDDY T
14 OASIS
ODESSA TX 79765-8574

PUBLIC NOTICE

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LEGAL DESCRIPTION: A 8.823-acre tract of land out of Lot 1, Block 1, Ortloff Addition, Section 2, City and County of Midland, Texas.

LOCATION: Generally located on east side of Westcliff Drive approximately 335 feet south of Andrews Highway. (Council District 3)

PROPOSED ZONING: **From:** LI, Light Industrial District
To: MF-22, Multiple-Family Dwelling District

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I object to this request X STRONGLEY

Comments: _____

Required Information:

Property Owner's Signature | VARADAREDDY T REDDY | 4911 Andrews Hwy
Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400.
Si usted desea más información en Español sobre este caso, llame a la Division de Planificación: 685-7400.

Notices Mailed: 37
Date Mailed: January 27, 2023
Case Number: Z-22-0318
Case Name: Cornerstone Housing Group
LO Planner's Initials

Elizabeth Shaughnessy
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting

MIDLAND
Planning Division

FEB 0 2 2023

BY: .....

DE BRUIN-MARTIN MARI
4736 PRINCETON AVE
MIDLAND TX 79703-4604

PUBLIC NOTICE

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I object to this request K

Comments: Land should be for single housing

Required Information:

Mari de Bruin Martin	Mari deBruin Martin	4736 Princeton
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)

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BY: .....

MIDLAND
Planning Divis

DE BRUIN-MARTIN MARI
4736 PRINCETON AVE
MIDLAND TX 79703-4604

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I object to this request ✓

Comments: Should use land for Single housing!

Required Information:

Mari deBruin Mart — Property Owner's Signature
Mari deBruin Martin — Printed Name
4736 Princeton — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400.
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I object to this request X Strongly

Comments: _____

Required Information:

Property Owner's Signature — Printed Name: VARADA REDDY. T. REDDY — Property Address (No P. O. Boxes): 4901 Andrews Hwy

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RECEIVED
JAN 17 2023

MIDLAND
Planning Division

MAILED

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I object to this request X

Comments: _____

Required Information:

Property Owner's Signature	Printed Name	Property Address (No P. O. Boxes)
	West Texas Automotive Landon Torres	4703 Andrews Highway 79703

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RECEIVED
JAN 17 2023
By

MIDLAND
Planning Divi

EMBRY KATHY
1333 BRADBURY DR
CARROLLTON TX 75007

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I object to this request ✓

Comments: This type of low-incoming house project devalues our properties.

Required Information:

Property Owner's Signature	Kathy Embry Printed Name	1601 Idlewilde Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 37
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MIDLAND
Planning Division

THREE GATES HOLDINGS LLC
P.O. BOX 11065
MIDLAND TX 79702

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I object to this request ✓

Comments: DHS - ICE is located on 1515 Idlewilde until 2028. MF-22 zones not acceptable for their operations. Changing zones devalues property and potentially increases crime and other nuisances.

Required Information:

Joe Dawson — Joe Dawson — 1515 Idlewilde

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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MIDLAND
Planning Division

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I object to this request ✓

Comments: _____

Required Information:

Property Owner's Signature	Caleb Hartley Printed Name	1409 Idewilde Property Address (No P. O. Boxes)

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I object to this request ✓

Comments: ATTACHED

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
By Fender	BYRON FENDER	1600 IOLEWILDE DR.

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

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Byron Fender / 1600 Idlewilde Dr LLC
Owner of 1600 Idlewilde Dr., Midland, TX

I am asking for the zone change to not be approved. If the zone request is made, that would add crime to this area, apartment tenants walking across my property to go the store and restaurants in the area.

I own a building that was specifically built for Dance/Cheer, with young girls coming there for practice every day. If apartments were approved this would make the parents of these girls feel unsafe. Of course, the developer does background checks, but to what standard do they reject an applicant? What about adult children that may come to live with them, or visitors that come to visit the apartments.

There needs to be a lot of questions answered before this zone change should be approved. At this time, please reject the proposed zone change!

Thank you,

Byron Fender
Partner
1600 Idlewilde Dr LLC

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JAN 10 2023

MIDLAND
Planning Divis

DE BRUIN-MARTIN MARI
4736 PRINCETON AVE
MIDLAND TX 79703-4604

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I object to this request X

Comments: There are too many multiple-family Dwellings in this area

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
Mari de Bruin Martin	mari de Bruin-Martin	4736 Princeton Ave

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MIDLAND
Planning Div

RECEIVED
JAN 17 2023
BY:.....

MIDLAND CENTRAL APPRAISAL
DISTRICT OFFICE
PO BOX 908002
MIDLAND TX 79708-0002

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I object to this request X

Comments: CONCERN FOR TAXPAYER SAFTEY DUE TO TRAFFIC CONGESTION

Required Information: Midland Central Appraisal District

Jerry Bundick — Property Owner's Signature
Jerry Bundick — Printed Name
4631 Andrews Hwy, Midland — Property Address (**No P. O. Boxes**)
432-699-4991

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Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.
Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting

City Council Meeting

Item Number: 24

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Jeffrey Fisher, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 27, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COFFEE SHOP AND 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 (DISTRICT 2) (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 coffee shop and bar at 301 W. Ohio Avenue Midland, Texas 79705.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

CB, Central Business District.

Surrounding Zoning and Land Use:

The property is located at 301 W. Ohio Avenue, in the CB, Central Business District. The properties to the north, east, south, and west are zoned CB, Central Business District. The north property contains an office building, the east property a parking lot, the south property an office building, and the east property a retail shopping plaza.

Discussion:

The property is zoned CB, Central Business District, which allows the consumption of alcoholic beverages with the approval of a Specific Use Designation. On April 13, 2021, City Council approved a Specific Use Designation for Cora's Bistro to sell alcoholic beverages for on-premises consumption for two years (Ordinance No. 10,156). This approval limited the establishment to a total of 1,116 square feet with an alcohol serviceable area of 583 square feet. Cora's is no longer operating from this property. The applicant Alexander Gamboa is now requesting a new Specific Use Designation to be able to sell alcoholic beverages for on premises consumption for his coffee shop and bar. The floor plan attached hereto as "Exhibit A" illustrates that the establishment will have a total square footage of 1970 square feet, with an alcohol serviceable area of 1395 square feet. The owner of this property also owns a parking lot at 312 N. Colorado Street and has provided an authorization letter allowing the applicant to park here. The Zoning Ordinance requires one parking space for every four seats plus one space for every 100 square feet of kitchen area. The applicant's floor plan shows 73 seats (18 spaces required) and approximately 300 sq. ft. of kitchen area (3 spaces required) for a total of 21 spaces required. There is adequate space on the vacant parking lot to accommodate 21 spaces.

The coffee shop and bar have the following hours of operation:

Monday through Sunday from 7:00 a.m. to 2:00 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

Engineering: (Approved)

No objections. [For the Applicant's information only.]

Fire: (Approved)

No objections [For the Applicant's information only.]

Transportation: (Approved)

No objections [For the Applicant's information only.]

Code Administration: (Approved)

The SUD for Leyenda Coffee and Tequila is acceptable. The property must adhere to the maximum occupant load of 93 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved)

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) as Leyenda Coffee and Tequila will be a new destination where Midland residents can gather and socialize.

The Planning and Zoning Commission recommended approval of this request at their February 6, 2023, 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 restaurant, subject to Conditions A through G.

Conditions:

A. That the alcohol serviceable area of the coffee shop and bar shall be limited to approximately 1395 feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the days and hours of all alcoholic beverages sales and consumption shall be limited to:

Monday through Sunday from 7:00 a.m. to 2:00 a.m.

C. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

D. That the establishment shall meet all requirements of the Fire Department and Code Administration.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to

applicable state and local laws.

F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.

G. That in accordance with Section 11-1-10 (G) of the city code the establishment shall receive a certificate of occupancy within 120 days from the final adoption date of the ordinance.

Letters of Objection:

As of February 1, 2023, staff has not received any letters of objections.

Attachments:

Floor Plan (Exhibit A)
Site Plan
Application
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 27, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COFFEE SHOP AND 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 1, Block 27, Original Town Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a coffee shop and bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business 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 1,395 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 7:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance

with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

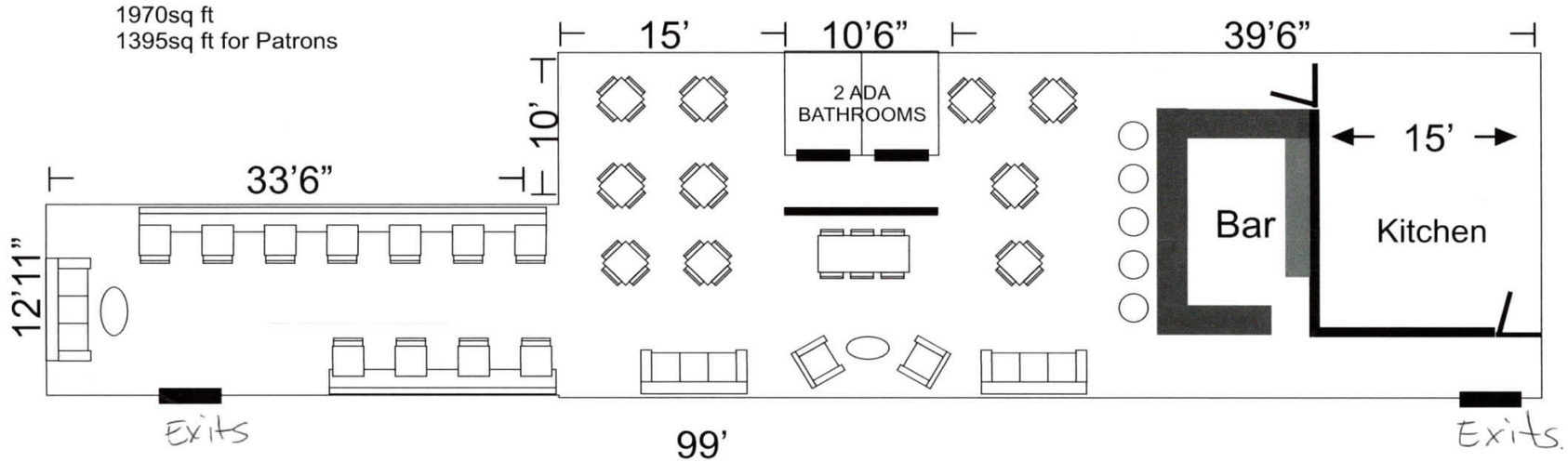
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

JAN 06 2023



MIDLAND Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-23-0148

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Alexander Gamboa		Phone (432)661-0314 Email	
Address 1515 CERRILLOS AVE	City MIDLAND	State TEXAS	Zip 79705
Property Owner Printed Name: Sonny Aguilar		Phone (432)853-0912 Email	
Address 102 ANDREWS HWY	City Midland	State Texas	Zip 79701
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 301 W. Ohio Ave Midland, TX 79701

Business Name: Legenda Coffee & Tequila LLC

Legal Description
Lot: 1 Block: 27 Subdivision: Original Town

Current Zoning:

Reason for Request: TABC APPLICATION

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: COFFEE SHOP & BAR

Proposed/Current Days and Hours of Operation: 7AM - 12AM
SUNDAY - SUNDAY

Proposed Days and Hours of Alcohol Service: 7AM - ~~12AM~~ 2AM
SUNDAY - SUNDAY

Total Square Footage of Business: 1970 SQF

Square Footage of Alcohol Serviceable Area: 1395 SQF

Restroom Fixtures: *Men*	**Toilets/Urinals:** 1 /	**Bathroom Sinks:** 1
Women	**Toilets:** 1	**Bathroom Sinks:** 1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing: *Parking *Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Alexander Gamboa	Date: 1/6/23
Applicant (printed): ALEXANDER GAMBOA	
Property Owner (signature): Sonny Aguilar	Date: 1/6/23
Property Owner (printed): Sonny Aguilar	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute application on behalf of property owner, agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared_____who, being by me duly sworn, upon oath says: That (s)he is authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____

Subscribed and sworn to before me, this_____day of_____, 20 _, to certify which witness my hand and seal of office.

_____

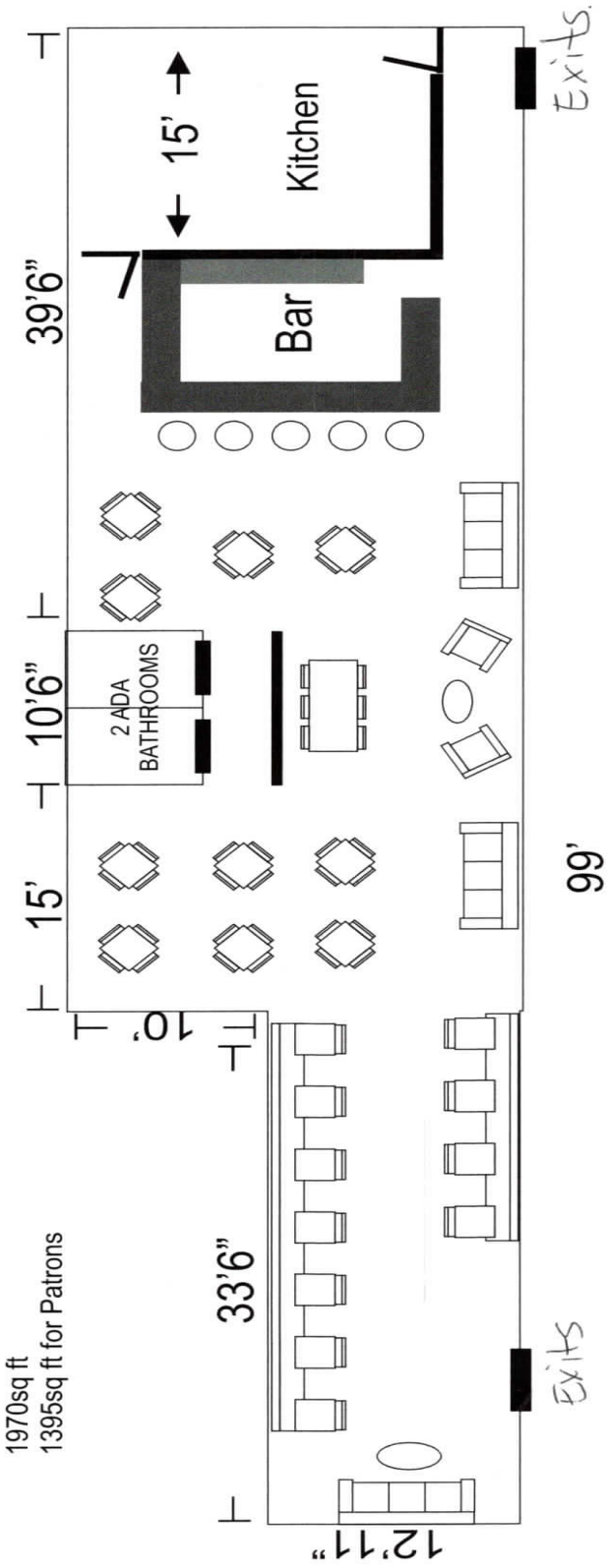
Notary Public

FOR OFFICE USE ONLY

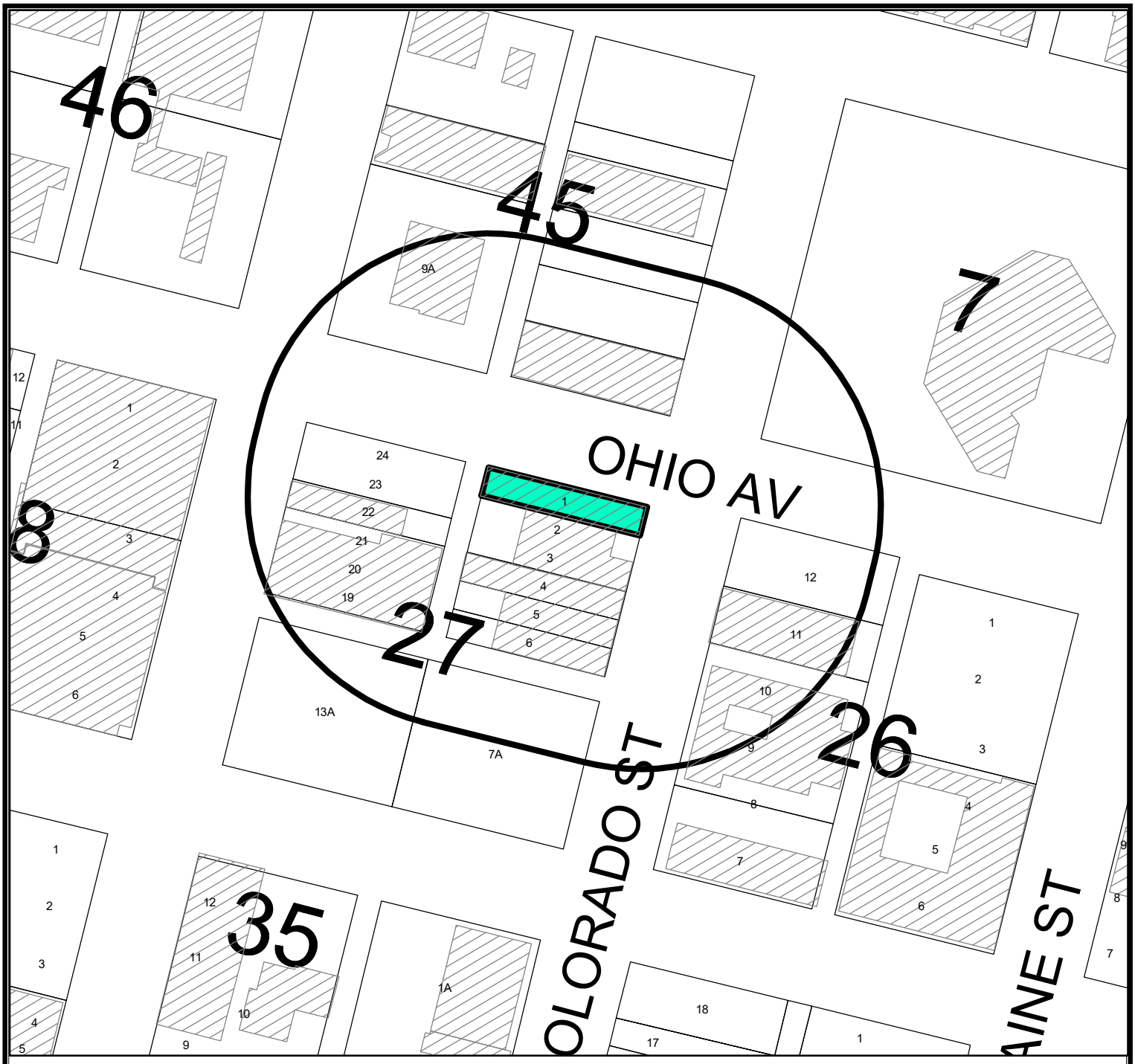
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # CC	☑ Plans in Digital Format (PDF/JPEG)
Received By: CS	Date: JAN 06 2023

****Application will not be considered for scheduling until reviewed by a planner.****

JAN 0 6 2023


Exits
15'
Kitchen
Bar
39'6"
10'6"
2 ADA BATHROOMS
15'
99'
10'
33'6"
12'11"
Exits
1970sq ft
1395sq ft for Patrons


N COLORADO
Site Location
Proposed Parking
401
404
301
312
319
316
317
315
313
312
300
308



LOCATION MAP

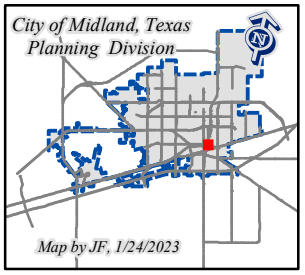
SUD-23-0148 **Scale: 1" = 200'**

Consider a request by Alexander Gamboa for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption in a coffee shop & bar, on Lot 1, Block 27, Original Town, City and County of Midland, Texas.

Generally located on the southwest corner of the intersection of W. Ohio Avenue and N. Colorado Street. (Council District 2)

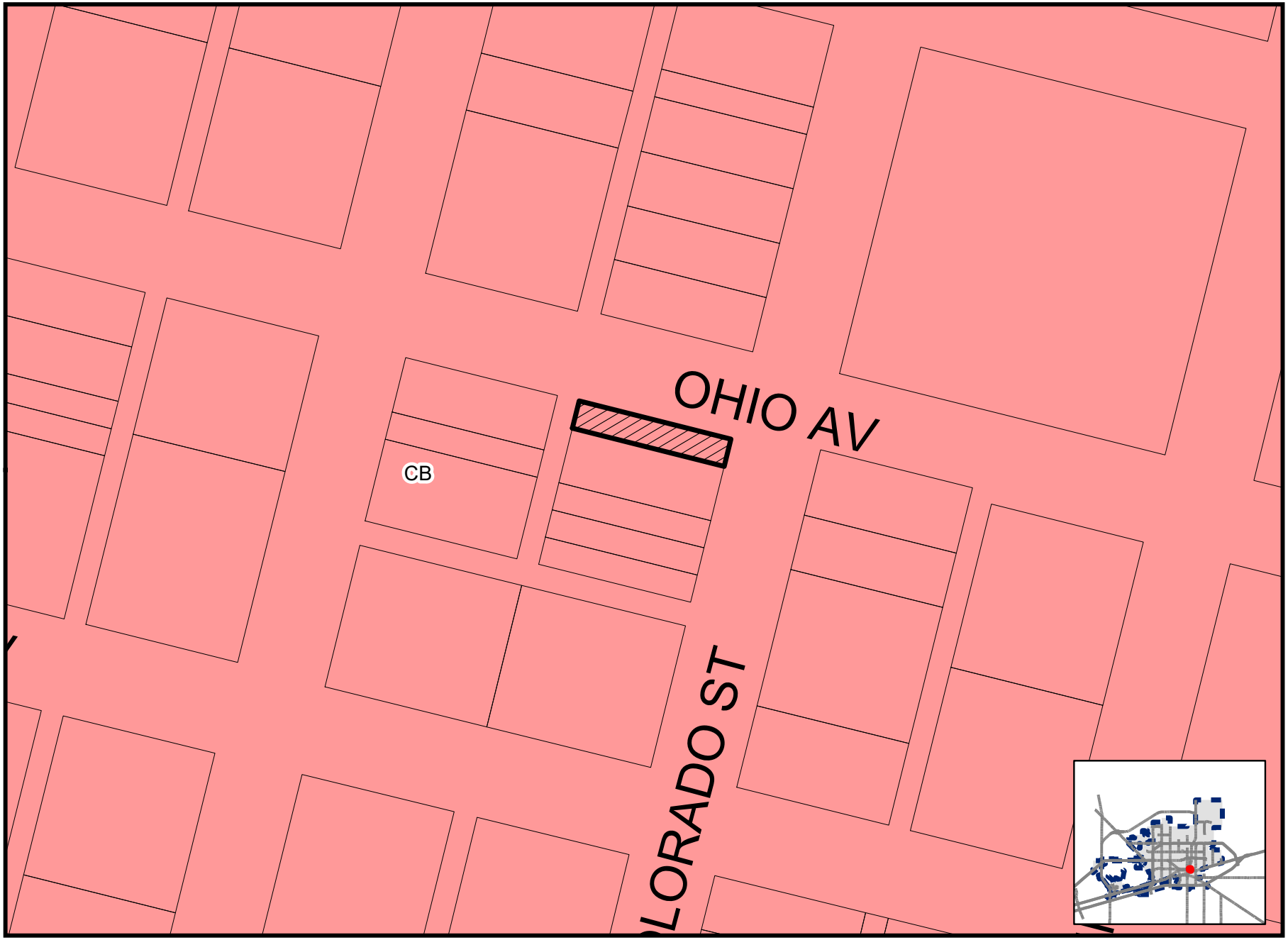
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

February 28, 2023



Map By JF, 1/24/2023

SUD-23-0148

Scale: 1" = 200'

ZONING MAP

NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THE OWN




STOP


ALLEY
CLOSED
ATM
ALLEY
CLOSED


OPEN
OPEN

City Council Meeting

Item Number: 25

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Jeffrey Fisher, 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 1,988-SQUARE FOOT PORTION OF LOTS 1 AND 2 AND THE EAST 23.5 FEET OF LOT 3, BLOCK 65, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH LORAINE STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Katelyn Carrasco, is requesting a Specific Use Designation with Term (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant for Little Bohemian, located at 201 W. Wall Street, Suite 102.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

CB, Central Business District

Surrounding Zoning and Land Use:

This property is located at 201 W. Wall Street, Suite 102, in the CB, Central Business District. The properties to the north, east, south, and west are also zoned CB, Central Business District, and the locations of Centennial Park, a hotel and office buildings, respectively.

Analysis:

Little Behemian is requesting Specific Use Designation with term for the property located at 2001 W. Wall Street, Suite 102, to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned CB, Central Business District, which allows for the sale of all alcoholic beverages for on-premises consumption with a Specific Use Designation with Term. The location has an active Specific Use Designation (SUD) for a bar (Ordinance No. 10,157). There had been a change of ownership, and the new owner Katelyn Carrasco is requesting to amend the existing SUD for a new restaurant and hours of their business, the Little Bohemian.

Nearly, 188 feet west from the proposed establishment, Opal's Table and Cancun Grill, both have specific use permits with term for the sale of all alcoholic beverages for on-premises in restaurants (Ordinance No. 9622 and 9212). On July 10, 2018, City Council approved a Specific Use Permit with Term for a bar at this location (Ordinance No. 9781), but the establishment never opened.

The restaurant is currently under construction. The floor plan attached hereto as "Exhibit A" illustrates that the establishment will have a total square footage of 1,988 square feet, with an alcohol serviceable area of 988 square feet.

The restaurant will have the following hours of operation:

Monday through Saturday from 10:00 a.m. to 2:00 a.m. (Next Day)

The applicant is proposing the following hours for all alcoholic beverages service:

Monday through Saturday from 10:00 a.m. to 2:00 a.m. (Next Day)

Per Midland City Code, Section 5-4-4 Prohibited Places of Business.

> *The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.*

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

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

Transportation: (Approved)

No objection to zone change.

Fire: (Approved)

No objections

Code Administration: (Approved)

Space is sprinkled. The occupancy will be the same as before.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 7-Central District Plan, Goal 1, “Establish Downtown Midland as a regional destination” (Tall City Tomorrow page 137) as the Little Bohemian will be a destination where Midland residents can gather and socialize.

This request was recommended approval at the February 21, 2023, Planning and Zoning Commission meeting.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to the following conditions A through G.

Conditions:

A. **That the serviceable area of the establishment shall be limited to approximately 988 - square feet, as shown in Exhibit A.**

B. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

C. That the permitted hours of the sale of alcoholic beverages shall be limited to:

Monday through Saturday, from 10:00 a.m. to 2:00 a.m. (next day)

D. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

E. That the establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That in accordance with Section 9.07.E.3 of the zoning ordinance, the bar shall be in operation with 120 days from the final adoption date of the ordinance.

G. 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.

Letters of Objection:

As of February 15, 2022, staff has not received any letters of objection.

Attachments:

Application
Floor Plan (Exhibit A)
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 1,988-SQUARE FOOT PORTION OF LOTS 1 AND 2 AND THE EAST 23.5 FEET OF LOT 3, BLOCK 65, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH LORAINE STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS 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 1,988-square foot portion of Lots 1 and 2 and the east 23.5 feet of Lot 3, Block 65, Original Town, 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 CB, Central Business 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 988 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 10:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That 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.

G. 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.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance

with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

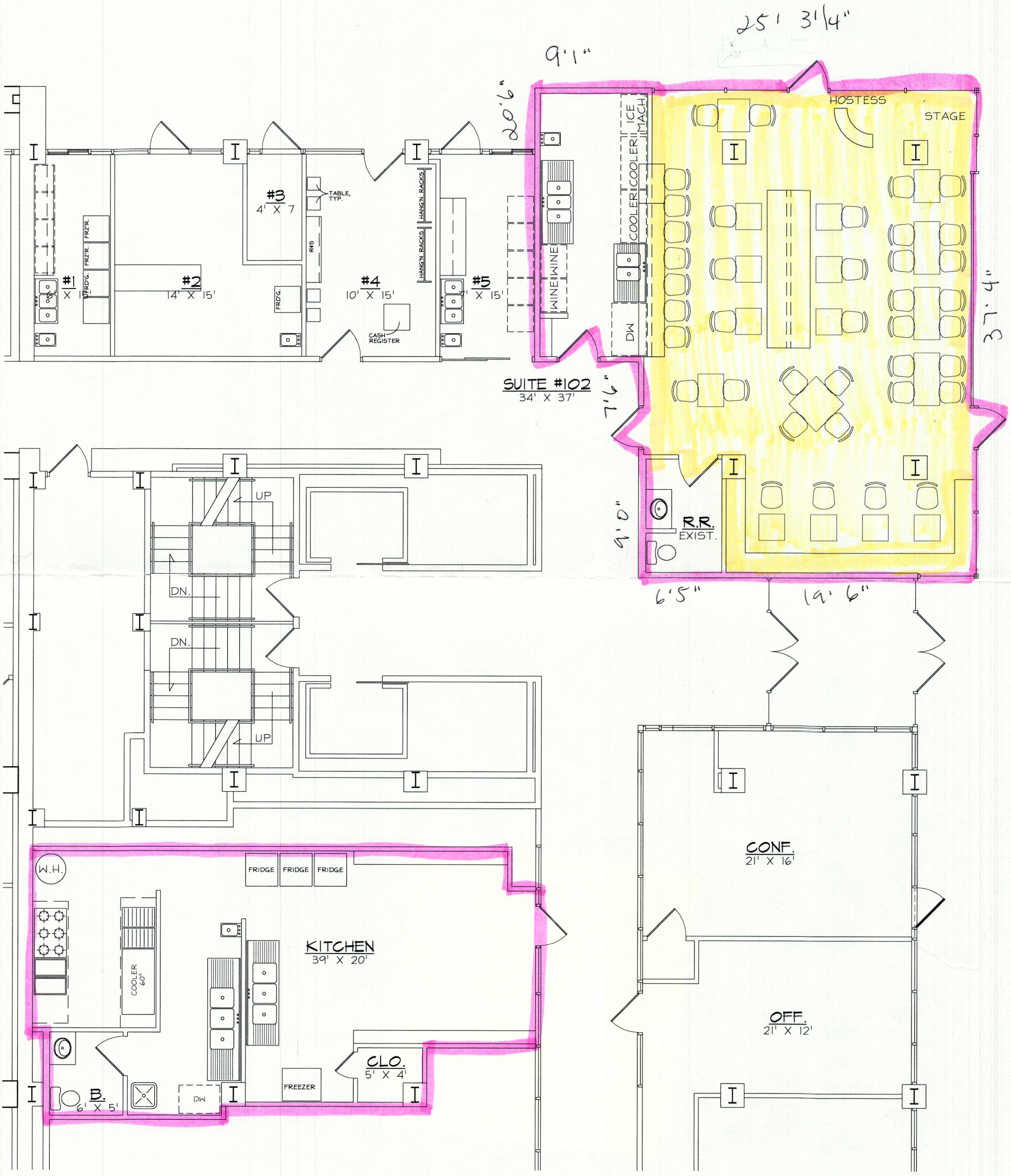
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

Alcohol Serviceable Area (yellow) = 988 sq.ft.
Total square footage (pink) = 1988 sq.ft.



A AS-BUILT FLOOR PLAN
1ST FLOOR N. T. S.

PREPARED BY:
DRAFTING & DESIGN

NEW BUILDING FOR:
WALL TOWERS EAST
1ST FLOOR - WALL STREET
MIDLAND TEXAS

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DATE:
JAN. 20, 2023
DWG2023/GaryGlasscock/WallTowers/WTWest-East-2023
JOB # JM23023

MIDLAND Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-23-0151

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Katelyn Carrasco		Phone (210) 844-1483 Email Carrasco10932@gmail.com	
Address: 1801 N D St	City: Midland	State: TX	Zip: 79705
Property Owner Printed Name: Gary Glasscock		Phone (432) 685-1980 Email gglasscock@yahoo.com	
Address: 203 W. Wall #1200	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: 201 W. Wall st suite 102

Business Name: Little Bohemian

Legal Description
Lot: Block: Subdivision:

Current Zoning: Commercial

Reason for Request: Resturant

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Resturant

Proposed/Current Days and Hours of Operation: Mon-Sat 10Am-2Am

Proposed Days and Hours of Alcohol Service: Mon-Sat 10Am-2Am

Total Square Footage of Business:

Square Footage of Alcohol Serviceable Area:

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 1 /	**Bathroom Sinks:** 1
	Women	**Toilets:** 1	**Bathroom Sinks:** 1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing: *Parking *Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Katelyn Carrasco	Date: 1-23-23
Applicant (printed): Katelyn Carrasco	
Property Owner (signature):	Date: 1-23-23
Property Owner (printed): Gary M. Glasscock, PRESIDENT	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute application on behalf of property owner, agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Katelyn Carrasco who, being by me duly sworn, upon oath says: That (s)he is authorized by Gary Glasscock, 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.

Katelyn Carrasco

Subscribed and sworn to before me, this 23rd day of Jan, 2023, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

Dalia Salinas
Notary Public

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☐ Site Plan N/A
Check # 179	☑ Plans in Digital Format (PDF/JPEG)
Received By: Jeff Fisher	Date: 1/23/2023

****Application will not be considered for scheduling until reviewed by a planner.****



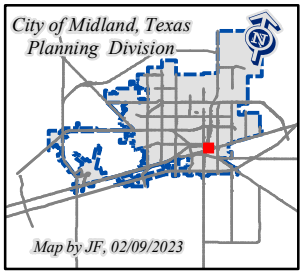
LOCATION MAP

SUD-23-0151 **Scale: 1" = 200'**

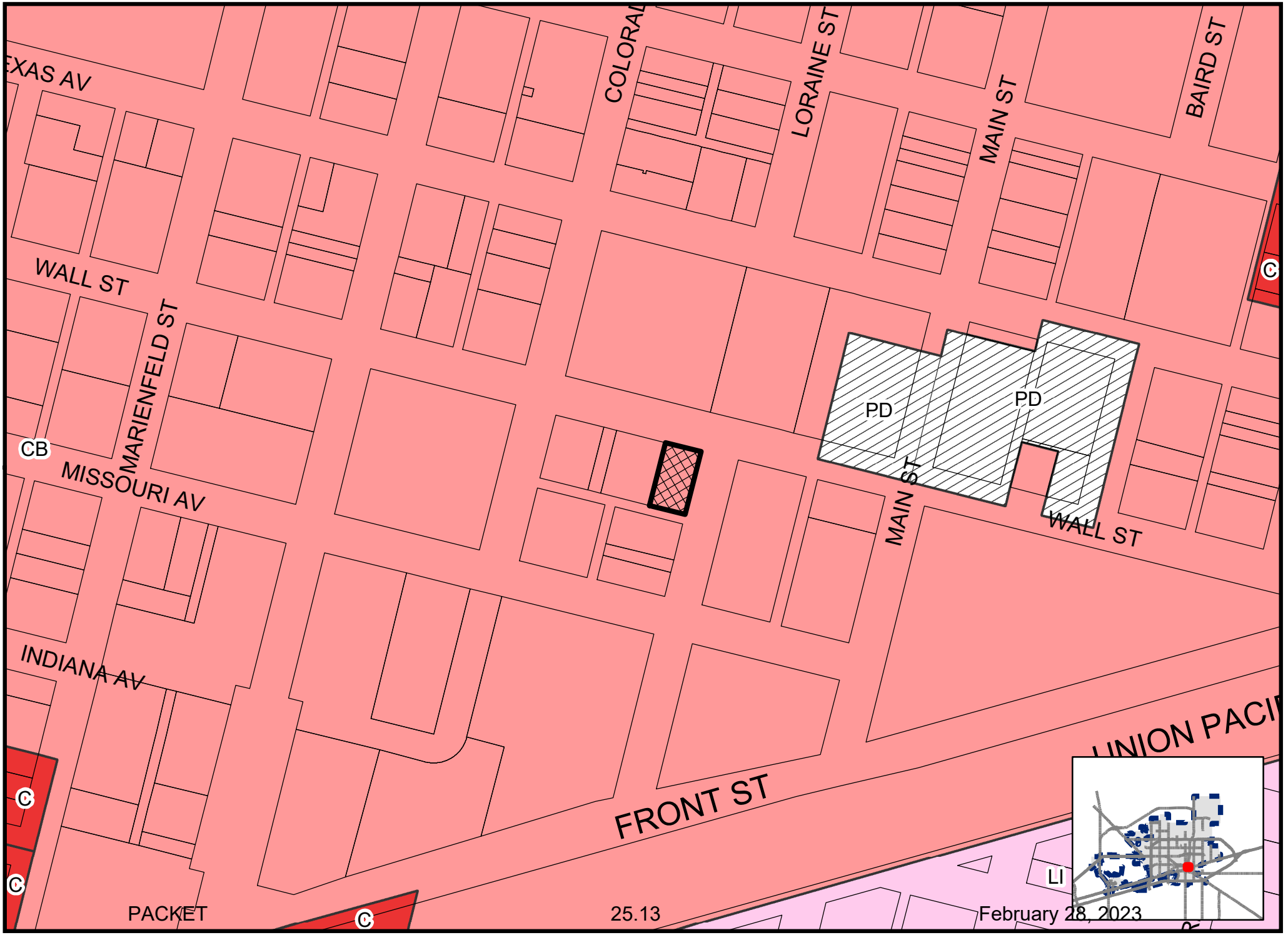
Consider a Specific Use Designation with Term for the sale of alcoholic beverages for on premises consumption in a restaurant, on a 1,988-square foot portion of Lots 1 and 2 and the east 23.5 feet of Lot 3, Block 65, Midland County, Texas. (Generally located on the southwest corner of the intersection of W. Wall Street and S. Loraine Street. Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By JF, 2/9/2023

SUD-23-0151

Scale: 1" = 200'

ZONING MAP

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Alcohol Serviceable Area (yellow) = 988 sq.ft.
Total square footage (pink) = 1988 sq.ft.

City Council Meeting

Item Number: 26

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Kelly Martinez, 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 2,781-SQUARE FOOT PORTION OF BLOCK 64, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COCKTAIL LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Lee Sanchez, is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages, for on premises consumption, in a cocktail lounge located in the basement of 303 W. Wall Street.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

CB, Central Business District

Discussion:

SIP Haus has an active Specific Use Designation (SUD) for a cocktail lounge (Ordinance No. 10237). They are requesting to amend the existing SUD for the expansion of their business. The current square footage of their business is 1,081 square feet. They are increasing the square footage to 2,781 square feet. Additionally, the alcohol serviceable area will increase from 850 square feet to 2,242 square feet.

Additionally, the new proposed hours of operation and alcohol service hours are:

Monday through Sunday from 10:00 a.m. to 2:00 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

Engineering: (Approved)

No objections.

Fire: (Approved)

No objections. All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

Transportation: (Approved)

No objection to zone change.

Code Administration: (Approved)

The SUD for the Sip Haus is acceptable. The property must adhere to the maximum occupant load of 149 for the alcohol serviceable area. 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) SIP Haus will continue to create a vibrant atmosphere where residents can socialize and enjoy a few drinks.

This request was recommended approval at the February 6, 2023, Planning and Zoning Commission 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 cocktail lounge, subject to Condition A through E.

Conditions:

A. **That the alcohol serviceable area of the cocktail lounge shall be limited to approximately 2,242 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.**

B. **That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

Monday through Sunday from 10:00 a.m. to 2:00 a.m.

C. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

D. **That the establishment shall meet all requirements of the Fire Department and Code Administration**

E. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

Letters of Objection:

As of February 15, 2023, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Maps

Morris William Jr.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,781-SQUARE FOOT PORTION OF BLOCK 64, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COCKTAIL LOUNGE 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 2,781-square foot portion of Block 64, Original Town Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a cocktail lounge (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business 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 2,242 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 10:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

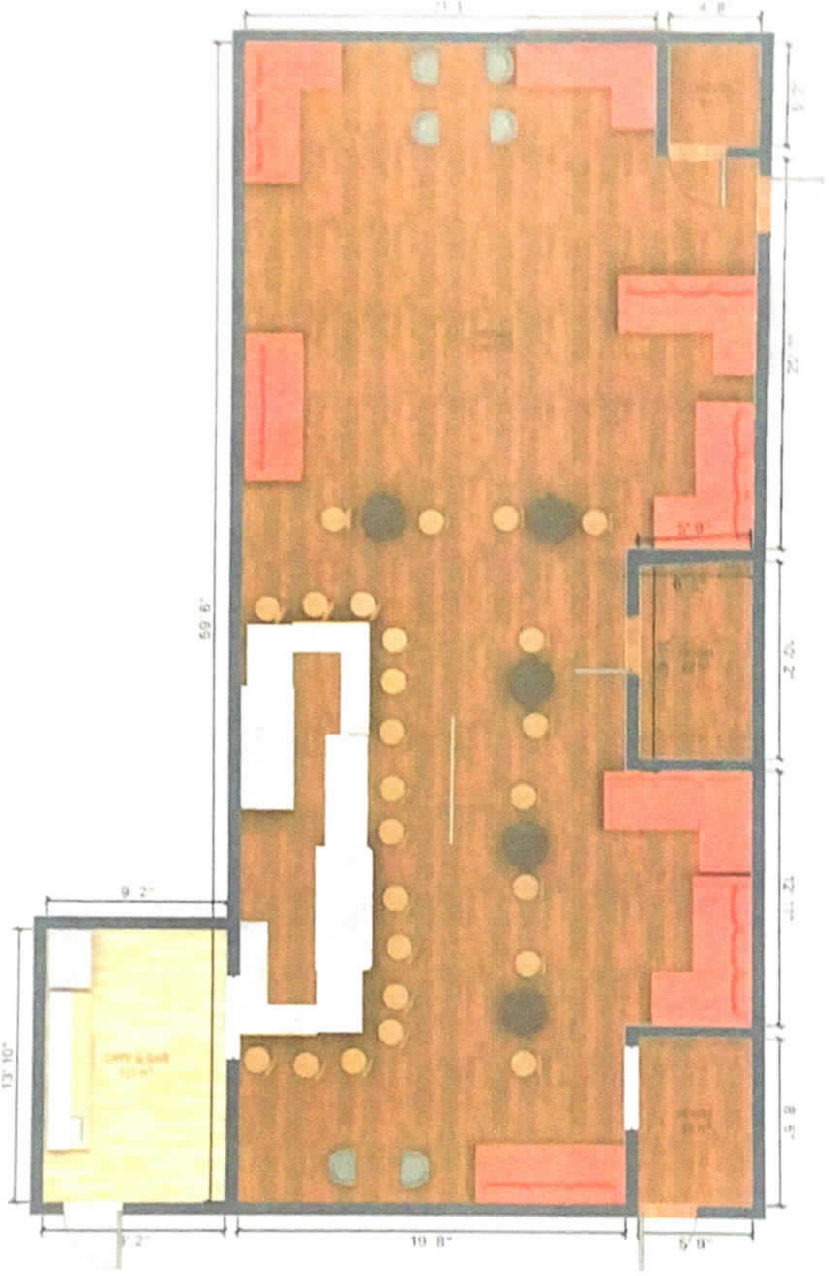
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John Ohnemiller, City Attorney

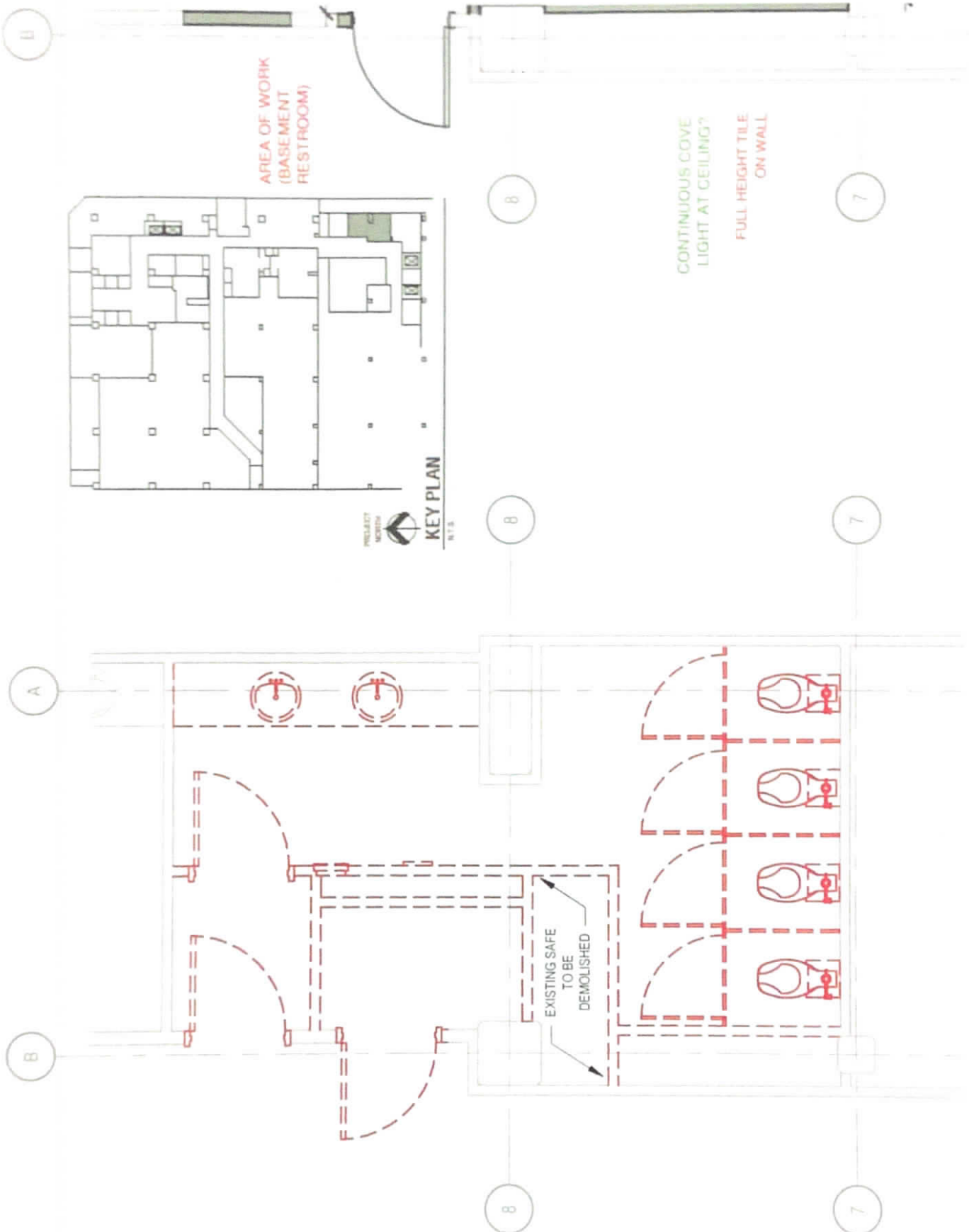
EXHIBIT "A"

Current space in blue
Proposed space in yellow



BOA LL | BANK OF AMERICA LOWER LEVEL PLAN SCALE: 1/8" = 1'-0" | 14107 | BOA MIDLAND AQUISITION | EDMONDS International USA


59' 6"
9' 2"
13' 10"
19' 8"
5' 9"



Restroom layout

MIDLAND Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number SUD-23-0149

Case Number _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name Lee Sanchez		Phone (432) 853 5659 Email lee@sculpt-haus.com	
Address 5105 King Richards Row	City Midland	State TX	Zip 79707
Property Owner Printed Name: Franklin Martin Permian III lp Jamie Gallagher		Phone (915) 564-7087 Email Jgallagher@FMMEP.com	
Address 201 E Main St 1615	City el paso	State TX	Zip 79901
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 303 W Wall St bSmt Midland tx 79701

Business Name: Sip Haus LLC

Legal Description
Lot: 13-18 Block: 64 Subdivision:

Current Zoning: Commercial

Reason for Request: cocktail lounge/ TABC licensure

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: cocktail lounge/restaurant

Proposed/Current Days and Hours of Operation: Monday-Sunday 10:00am - 2:00am

Proposed Days and Hours of Alcohol Service: Monday-Sunday 10:00am - 2:00am

Total Square Footage of Business: 2781 (1081 current)

Square Footage of Alcohol Serviceable Area: 2242 (850 current)

Restroom Fixtures: *Men*	**Toilets/Urinals:** 1 / 0	**Bathroom Sinks:** 1
Women	**Toilets:** 3	**Bathroom Sinks:** 2

RECEIVED
JAN 12 2023
BY: .....

Submittal and Fees

Items to be submitted with this application form:

- Application Fee -- Payable to the 'City of Midland'
- Dimensioned Floor Plan showing
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature)	Date
Applicant (printed) Lee Sanchez	
Property Owner (signature)	Date 1/11/2023
Property Owner (printed) Jamie Gallagher	

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~~ El Paso

Before me, the undersigned authority, on this day personally appeared Jamie Gallagher who, being by me duly sworn, upon oath says: That (s)he is authorized by Franklin Mountain Permian II, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 11th day of January, 20 23 to certify which witness my hand and seal of office.

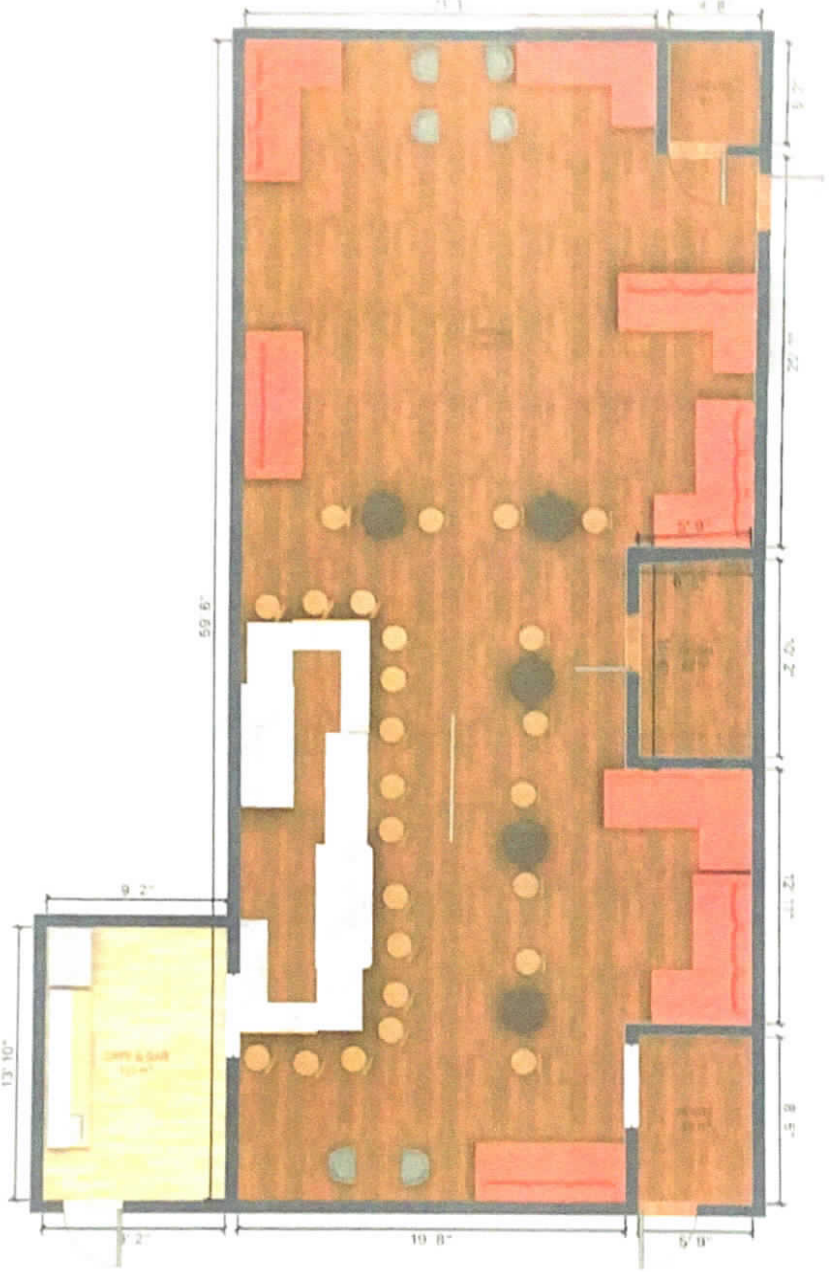
VERONICA SILERIO
Notary Public, State of Texas
My Commission Expires
May 27, 2025
NOTARY ID 13312580-2

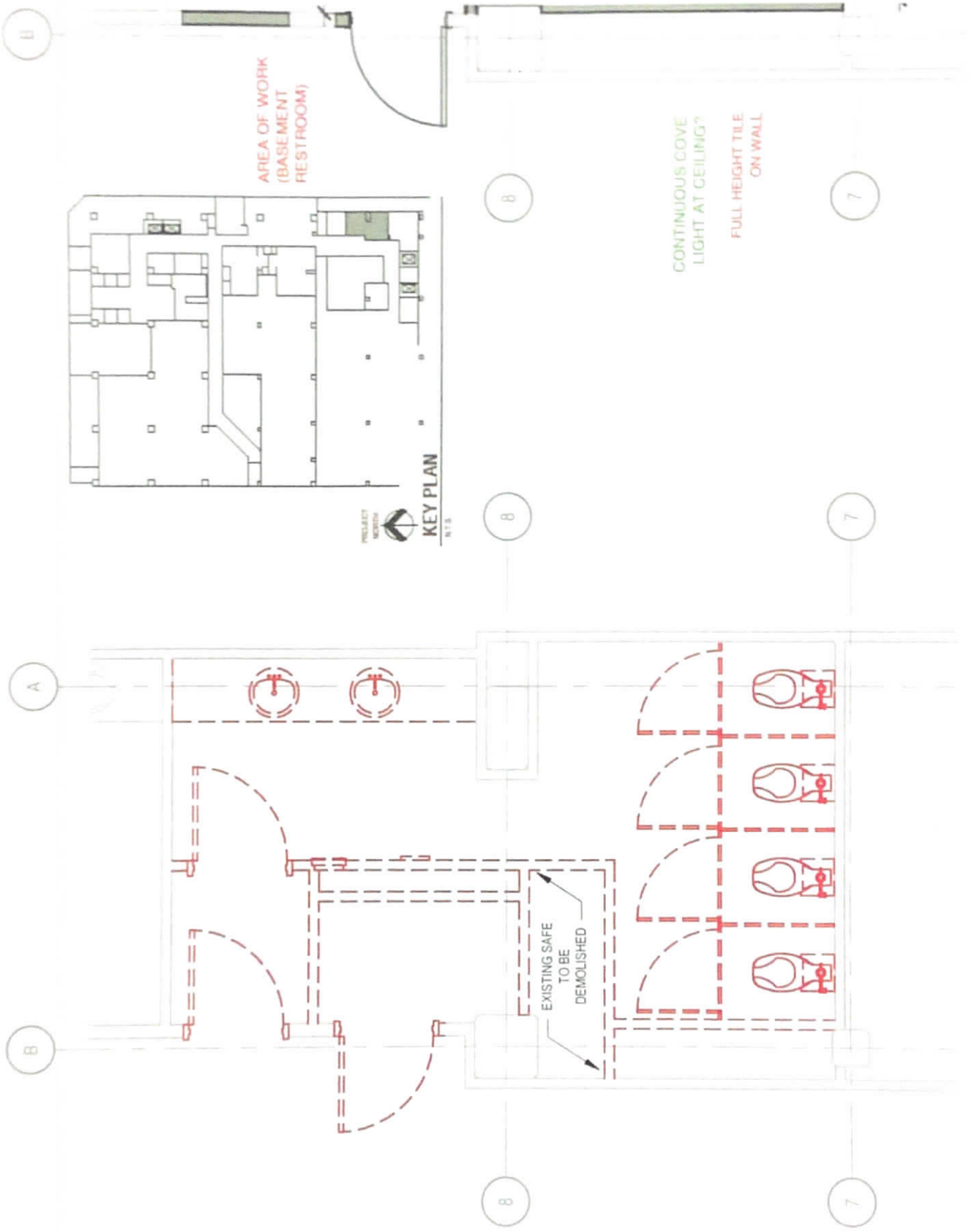
NOTARY PUBLIC, ~~MIDLAND COUNTY~~, TEXAS
El Paso

Current space in blue
Proposed space in yellow

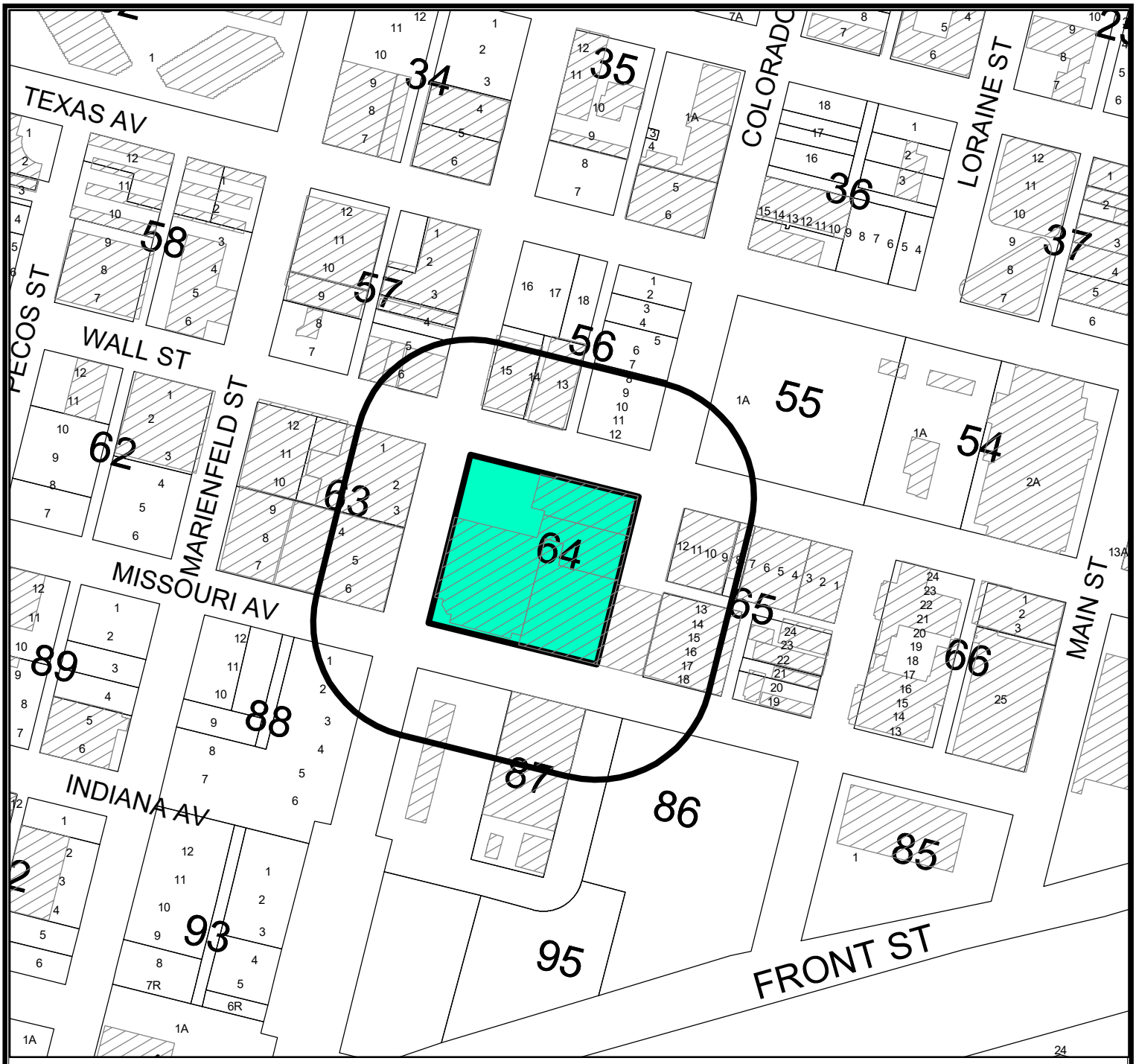


BOA LL | BANK OF AMERICA LOWER LEVEL PLAN SCALE: 1/8" = 1'-0" | 14107 | BOA MIDLAND AQUISITION | EDMONDS International USA


59' 6"
9' 2"
13' 10"
19' 8"
5' 9"



Restroom layout



LOCATION MAP

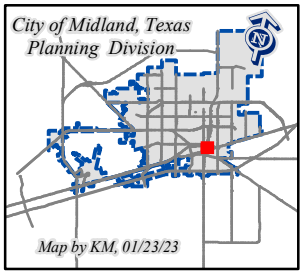
SUD-23-0149 **Scale: 1" = 200'**

Consider a request by Lee Sanchez for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a cocktail lounge, on a 2,781 square foot portion of Block 64, Original Town, City and County of Midland, Texas.

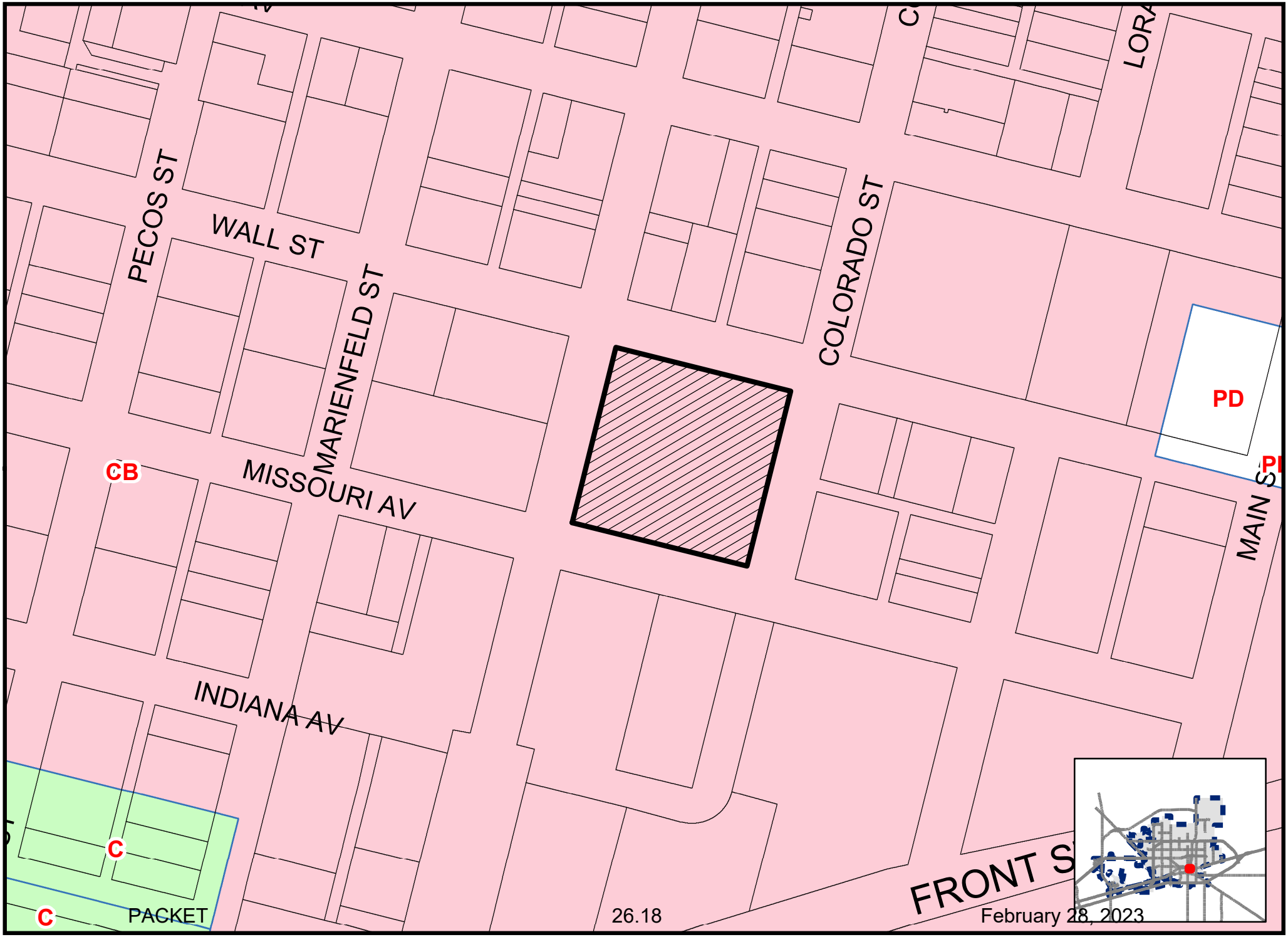
Generally located on the southwest corner of W. Wall Street and S. Colorado Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Map By KM, 08/03/2021

SUD-21-0112

Scale: 1" = 200'

ZONING MAP

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COLORADO ST
CENTENNIAL PARK


MIDLAND
CHAMBER
OF COMMERCE
303 WEST WALL



City Council Meeting

Item Number: 27

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 21, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH MADISON STREET AND EAST ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jorge Chavez, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3 Single-Family Dwelling District at 210 North Madison Street, to construct a single-family residence.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Current Zoning:

MF-22, Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north, east, south, and west are also zoned MF-22, Multiple-Family Dwelling District and the location of vacant land and single-family residences.

Analysis:

The property is located at 210 N. Madison Street and is currently vacant. The applicant is requesting this zone change for the purposes of constructing a single-family residence on the property. The current zoning is MF-22, Multiple-Family Dwelling District, which allows for multi-family development. Per the previous zoning ordinance, single-family detached dwellings were allowed within this zoning district. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within the MF-22, Multiple-Family Dwelling District. The closest residential zoning near this property is SF-3, Single Family-Dwelling District which is located 125-feet southeast of this property.

Furthermore, the property does not meet the minimum lot size requirements for the SF-3, Single Family Dwelling District, however; a special exception for the minimum lot dimensions was approved by the City Council on January 24, 2023.

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. A demolition permit will be required for the removal of existing structure. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection.

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 entirely within Zone AE, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood.

An elevation certificate based off construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential

structures. An elevation certificate based off finish construction will be required for the Certificate of Occupancy.

Oil and Gas: (Approved)

No Oil and Gas Issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

This request follows the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, "Future Land Use Map" as it designates this area for Urban Residential Medium, a classification which calls for a mix of housing types. As the surrounding lots consist of vacant lots and residences, this zone change will follow the existing characteristics of the surrounding neighborhood and provide additional housing for residents of the City of Midland.

This request was recommended for approval at the February 6, 2023, Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single Family Dwelling District, subject to condition A.

Condition:

A. That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of February 15, 2023.

Attachments:

Application
Aerial Map
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 21, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH MADISON STREET AND EAST ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 12, Block 21, Moody Addition, City and County of Midland, Texas (the "Property"), to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
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: Z-22-0313

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jorge Chavez		Phone (432) 889-7005 Email fierce_chavez@mail.com	
Address 6 12th E Penbrooke	City Mid	State TX	Zip 79701

Property Owner Printed Name: Same ↑		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name: N/A		Phone ( ) Email	
Address	City	State	Zip

Street Address: 210 N. Madison.

Legal Description
Lot: 12 Block: 21 Subdivision: Moody Addition

Current Zoning: MF 22

Proposed Zone: SF2
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Change to Single Family home

Present Use of Property: Vacant

Proposed Use of Property: Single family Home

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): Jorge Chavez	Date: 11-09-2022
Applicant (printed): Jorge Chavez	
Property Owner (signature): Jorge Chavez	Date: 11-09-2022
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

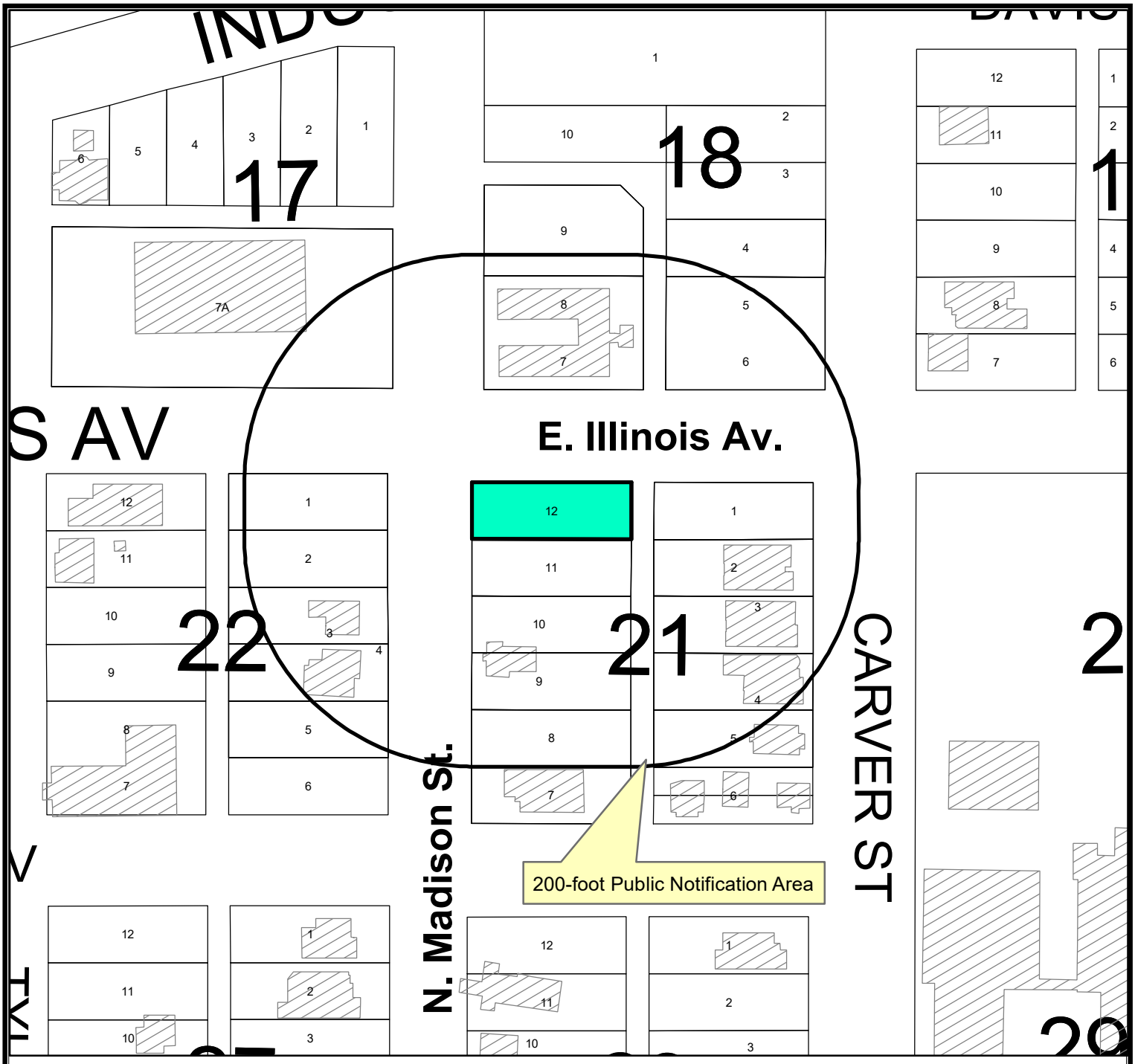
FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 1528	
Received By:	Date:

RECEIVED
NOV 14 2022
BY:

****Application will not be considered for scheduling until reviewed by a planner.****


Development Services
210 N MADISON ST, 210 210 N
Show search results for 210 N MADIS...
301
LR
10
6
E. ILLINOIS
MF22
140'
50'
211
209
208
207
206
SF3
N MADISON
204
207
205
202
203
200
40ft



LOCATION MAP

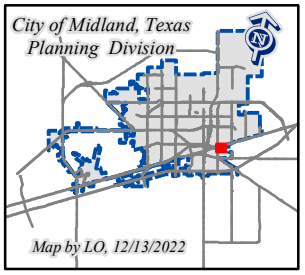
Z-22-0313 **Scale: 1" = 200'**

Consider a request by Jorge Chavez for a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 12, Block 21, Moody Addition, City and County of Midland, Texas.

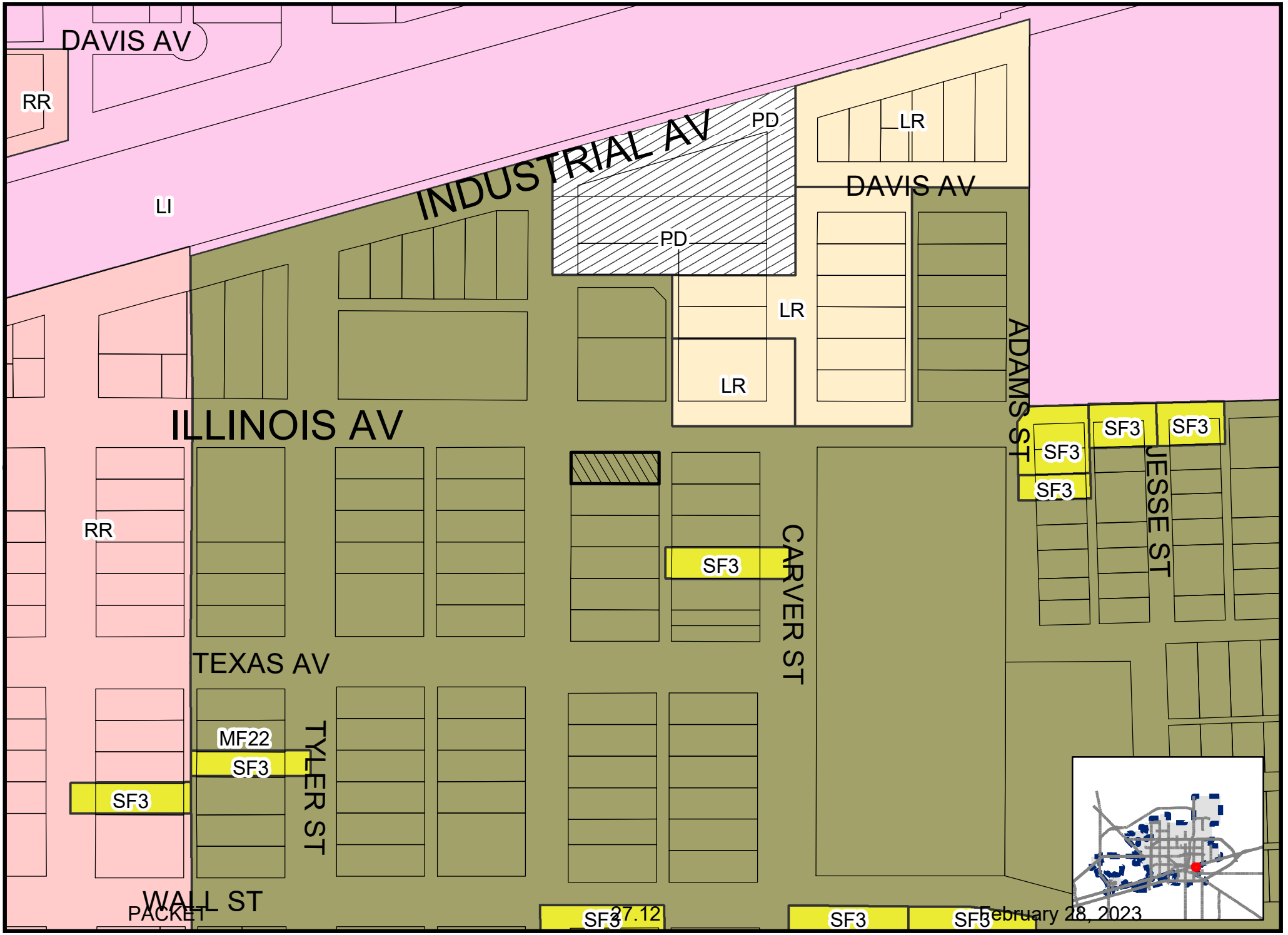
Generally located on the southeast corner of the intersection of N. Madison St. and E. Illinois Av. (Council District 2)

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 KM, 01/23/23

Z-22-0313

Scale: 1" = 2,287'

ZONING MAP

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City Council Meeting

Item Number: 28

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Jeffrey Fisher, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 10, BLOCK 29, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF BENTON STREET, APPROXIMATELY 110 FEET SOUTH OF EAST NEW YORK AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Louis Clay, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District, to construct a new single-family home.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Current Zoning:

MF-22, Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The adjacent properties in all directions are zoned MF-22, Multi-Family Dwelling District. Several lots near the subject property were rezoned to SF-3 recently. 508 S. Benton Street was rezoned from MF-22 to SF-3 in 2019 (Ordinance No. 10,010) and 511 S. Benton Street was rezoned to SF-3 in 2020 (Ordinance No. 10,068).

Discussion:

The property is located at 605 S. Benton and is currently vacant. The applicant is requesting this zone change for the purposes of constructing a single-family residence on the property. The current zoning is MF-22, Multiple-Family Dwelling District. Per the previous zoning ordinance, single-family detached dwellings were allowed within this zoning district. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within the MF-22, Multiple-Family Dwelling District The property does meet the minimum lot size requirements for the SF-3, Single Family Dwelling District.

The SF-3, Single-Family Dwelling District requires a minimum of 5,500 square feet per lot, with a minimum width of 50-feet and 100-feet of depth for an interior lot. The property has a lot frontage of 50 feet, lot depth of 140 feet, and total lot area of 7,000 sq. ft. in compliance with the SF-3 dimensional standards. The lot was platted as Lot 10, Block 29, in the Greenwood Addition, Third, Fourth, and Fifth Sections.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.04: - Residential Zoning District Dimensional Regulations Chart.

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 to zone change request

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objection to zone change. [For the Applicant’s information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant’s information only.]

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. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning (Approved):

According to the Tall City Tomorrow Comprehensive Plan, (UR-M) Urban Residential-Medium land incorporates an array of housing styles such as single-family housing, two-family housing, townhouses and manufactured housing. The aim of the UR-M land use is to provide a sense of neighborhood. MF-16, Multiple-Family District is not included under the potential zoning for this UR-M land use. Therefore, changing the zoning to SF-3, Single-Family Dwelling District would fit the intended land use appropriately. The City of Midland Planning Department supports this rezone because the proposed project fits the existing surrounding uses properly.

This request was recommended approval at the February 21, 2023, Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from MF-16, Multi-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 February 15, 2023.

Attachments:
Application
Maps
Aerial Map

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 10, BLOCK 29, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF BENTON STREET, APPROXIMATELY 110 FEET SOUTH OF EAST NEW YORK 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 10, Block 29, Greenwood Addition, Third, Fourth, And Fifth Sections, City and County of Midland, Texas (the "Property"), to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all

other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular

meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
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: Z-23-0321

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone (432) 631-2909	
Printed Name: Louis Clay		Email Tallcityboss@yahoo.com	
Address 1215 Lynn	City Midland	State Tx	Zip 79705

Property Owner		Phone (432) 889-7437	
Printed Name: Archie Williams Jr.		Email archiewilliams2004@yahoo.com	
Address P.O. Box 52162	City Midland	State Tx	Zip 79710

Representative *(if different from Applicant or Property Owner)*		Phone (432) 631-2909	
Firm: Clay Homes LLC		Email Tallcityboss@yahoo.com	
Printed Name: Louis Clay			
Address 1215 Lynn	City Midland	State Tx	Zip 79705

Street Address: 605 E. Benton St.

Legal Description
Lot: 010 Block: 029 Subdivision: Greenwood

Current Zoning:	**Proposed Zone:** *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To Build Single Family Home

Present Use of Property: Mult. family (MF-22)

Proposed Use of Property: Single Family Home (SF-3)

How would this zone change affect the public health, safety and welfare?

Describe how conditions affecting the property have changed since present zoning designation:
Unnecessarily Requiring a Re zone

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date: 1/5/23
Property Owner (printed) : ARCHIE L WILLIAMS SR	

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*)

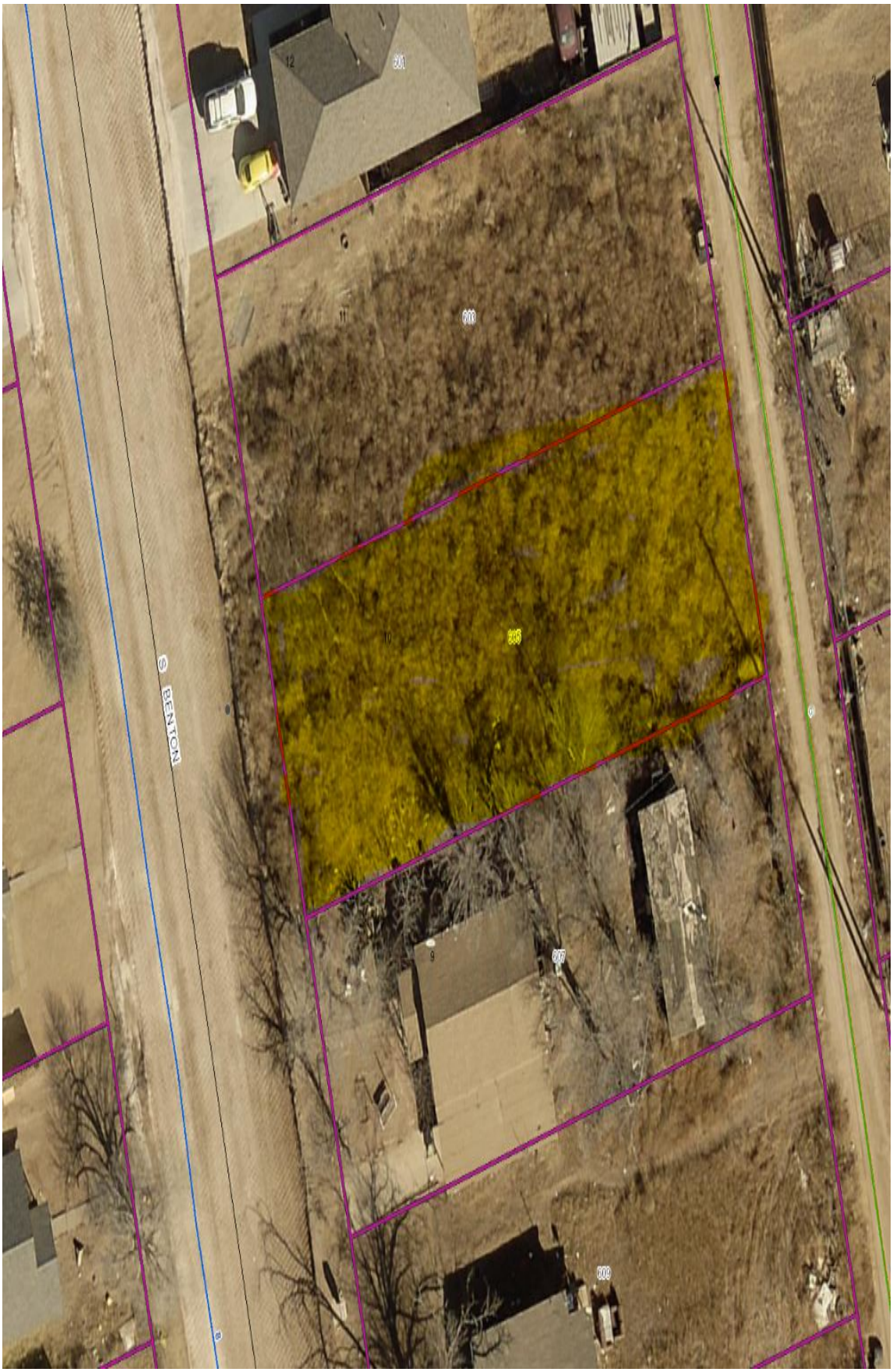
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

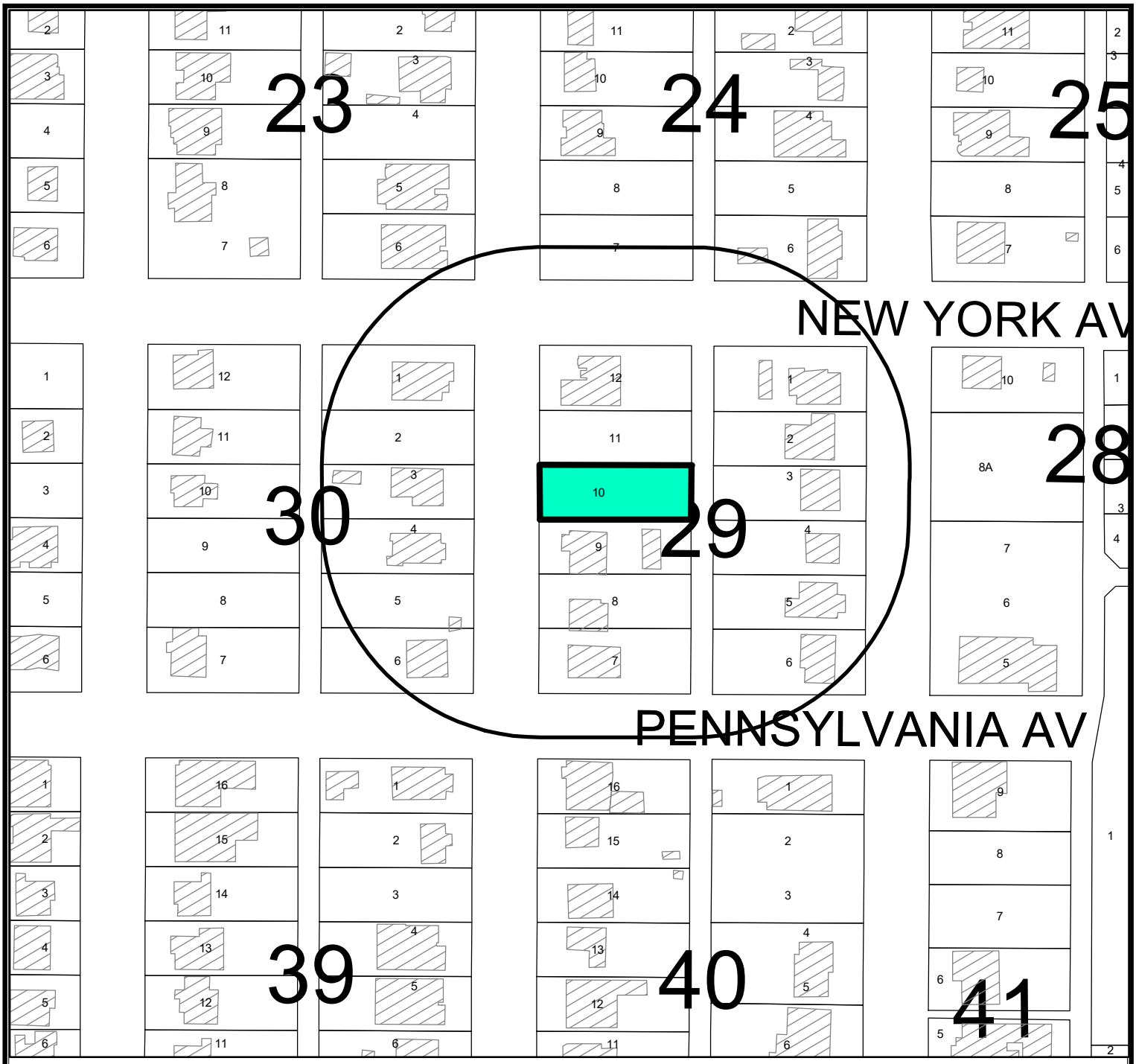
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization	☒ Dimensioned Site Plan
☒ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 1033	
Received By: DH	Date: 1/13/23

****Application will not be considered for scheduling until reviewed by a planner.****


S BENTON



LOCATION MAP

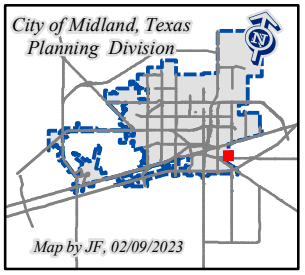
Z-23-0321 **Scale: 1" = 200'**

Consider a request by Louis Clay for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District, on Lot 10, Block 29, Greenwood Addition, Midland County, Texas.

Generally located on the east side of Benton Street, approximately 110 feet south of E. New York Avenue (Council District 2).

LEGEND

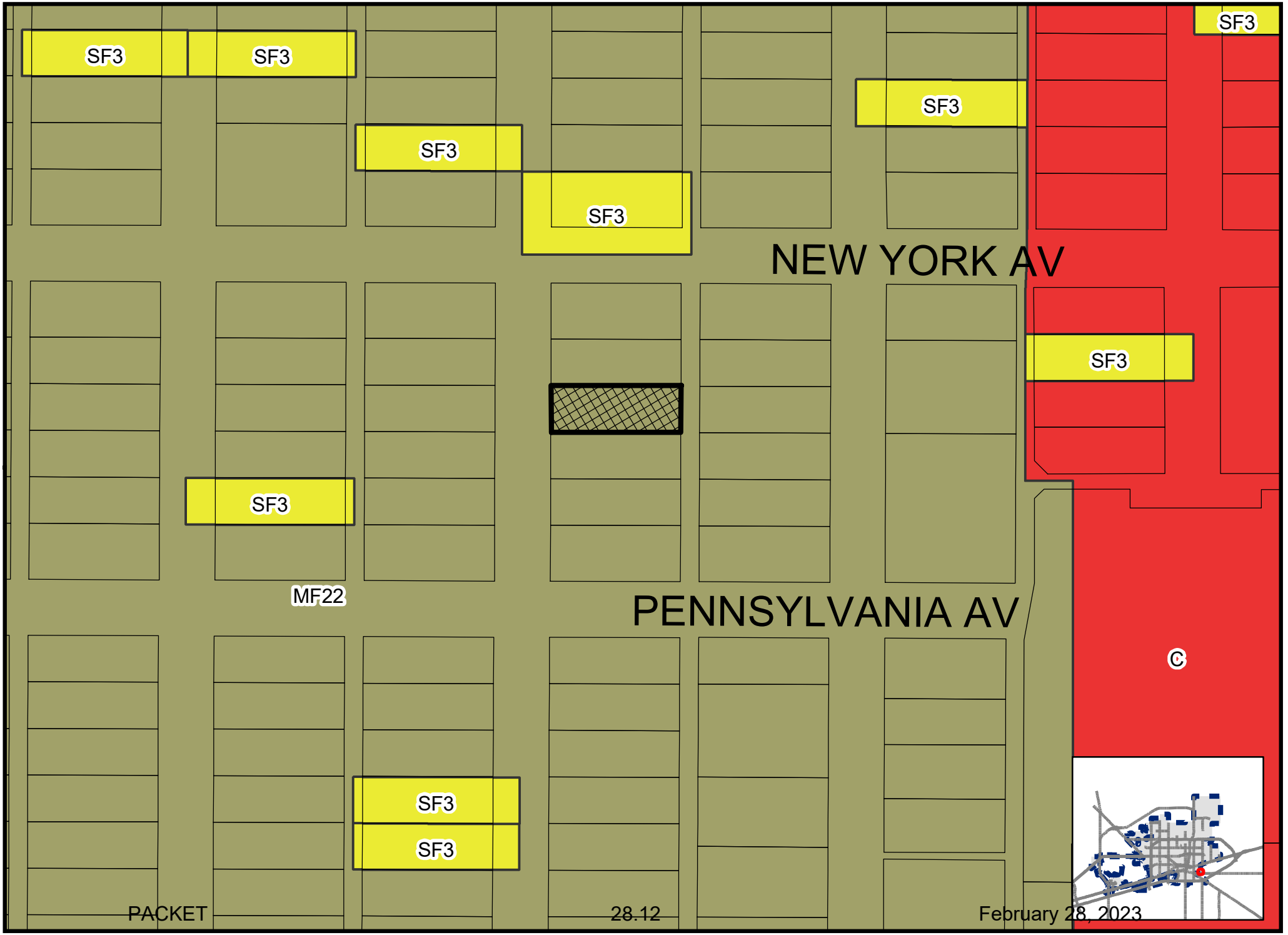
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

BACK 28.11

February 28, 2023



PACKET 28.12 February 28, 2023

Map By JF, 2/9/2023

Z-23-0321

Scale: 1" = 200'

ZONING MAP

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City Council Meeting

Item Number: 29

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 140, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 200 FEET EAST OF SOUTH MINEOLA STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Martin, is requesting a Special Exception to the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, for a reduced minimum rear yard setback at 712 E. New York.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request

Current Zoning:

SF-3, Single-Family Dwelling District

Discussion:

The property is located at 712 E. New York and the location of a single-family residence. The applicant is proposing to add a new addition to the rear end of his house. The existing home is a nonconforming structure that sits about 4.125 feet away from the rear property line. The new addition will be located on the southwest portion of the home as shown in Exhibit A and have a rear yard setback of 4.125 feet. The property owner plans to demo the existing wall and extend the home south about 7.5 feet to match with the existing wall. Per our zoning ordinance, a 10-ft setback is required for the rear year setback where no alley adjoins the rear lot line.

However, this home is peculiar because it has always lacked a kitchen since it was built back in the 1940's. Therefore, the homeowner wants to build a kitchen and a dining area to elevate his home. The new addition will be about 195 square feet.

This request has been circulated and reviewed by all pertinent City departments and their comments, conditions, and requests are as follows:

Engineering: (Approved)

No objections.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No comments.

Code Administration: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Oil and Gas (Approved)

No oil and gas issues for 712 E. New York.

Planning:

This request does not meet the standards as outline in our zoning ordinance. However, this property was built in a peculiar way many years ago making this residence a legal nonconforming structure. The new addition will improve the living conditions for the property owner. Furthermore, this will not hinder any of the adjoining property owners because the property is surrounded by a park. Therefore, staff recommends approval of this request for a Special Exception to the City of Midland Zoning Ordinance Section 5.04, Residential Zoning District Dimensional Regulations Chart, for a reduced minimum rear yard setback.

The property shall be subject to the following conditions A and B.

Condition:

A. **That at the minimum rear yard setback shall be 4.125 feet.**

B. **The property shall significantly conform to conditions as shown on the site plan attached hereto as Exhibit "A " and incorporated herein for all purposes.**

Letters of Objection:

As of February 15, 2023, staff has not received any letters of objection to this request.

Attachments:

Site Plan (Exhibit A)
Applications
Maps

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 140, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 200 FEET EAST OF SOUTH MINEOLA STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as Lot 1, Block 140, Southern Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum rear yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum rear yard setback shall be 4.125 feet.

B. That the Property shall significantly conform to the conditions shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed

by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

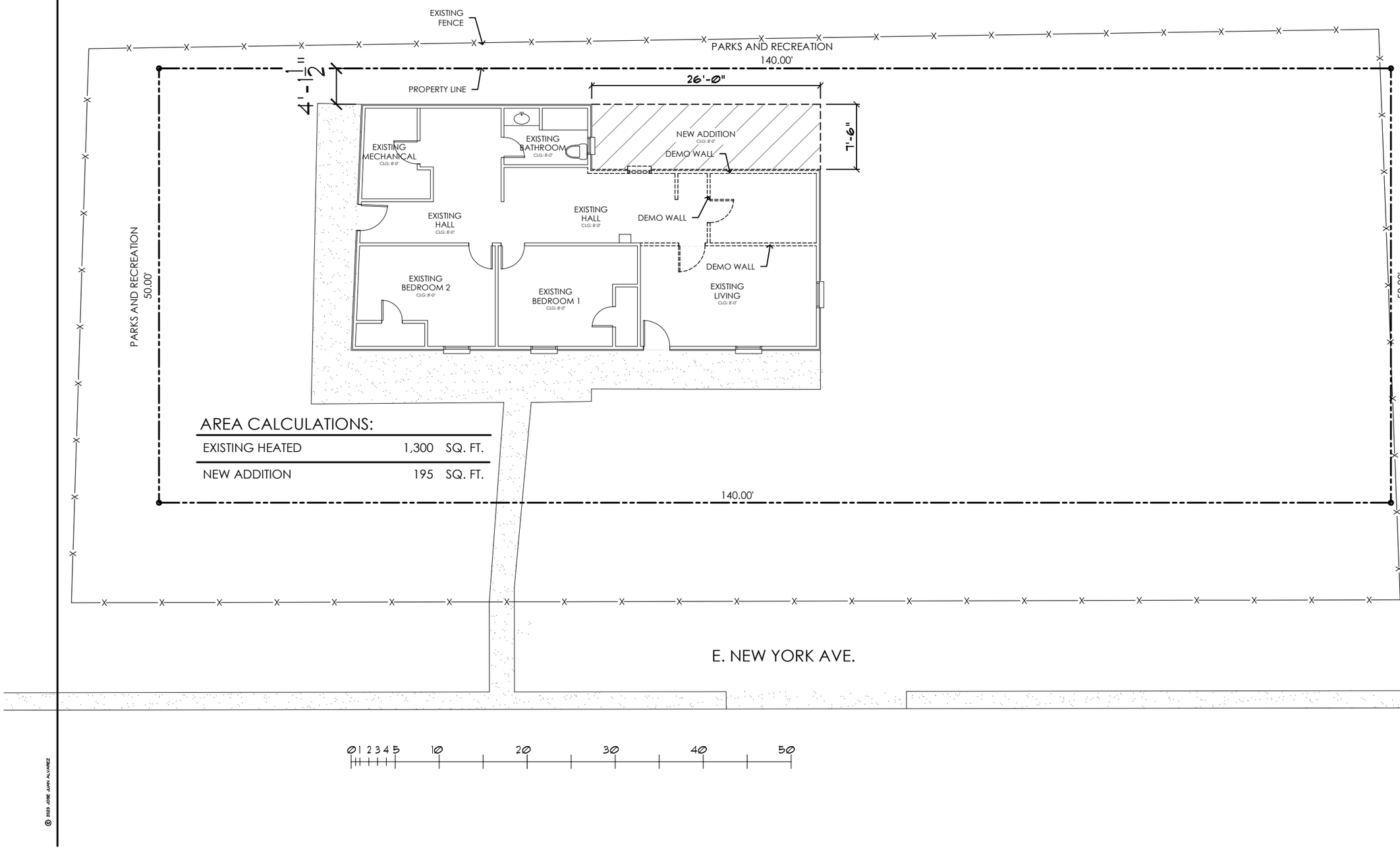
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



AREA CALCULATIONS:

EXISTING HEATED	1,300	SQ. FT.
NEW ADDITION	195	SQ. FT.

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© 2023 JOSE JUAN ALVAREZ. ALL RIGHTS RESERVED. ANY OTHER PROPERTY RIGHTS TO THESE PLANS AND ARCHITECTURAL WORKS CONSIDERED BY LAW, UNDER THE JURISDICTION OF THE UNITED STATES COPYRIGHT ACT OF 1976, INCLUDE BUT ARE NOT LIMITED TO: ALL FINAL PLANS, SECTIONS, ELEVATIONS, CONSTRUCTION PLANS, ROUGH ELECTRICAL NOTES, PLUMBING NOTES, STRUCTURAL NOTES, MECHANICAL NOTES, AND ANY OTHER DETAILS AND NOTES. ALL SUCH PLANS AND WORKS ARE THE EXCLUSIVE PROPERTY OF JOSE JUAN ALVAREZ. JOSE JUAN ALVAREZ RETAINS ALL COPYRIGHTS TO SUCH PLANS AND WORKS EVEN IF CONSTRUCTION HAS BEEN COMMENCED BASED ON THE PAID INVOICE.

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MARTIN DIAZ
(432)853-2507

BUILDER:

DESIGN BY:
Jose Juan Alvarez
alvarez.uaw@gmail.com
432.599.0794

EXISTING ALLEY

712 E. NEW YORK AV.
SOUTHERN ADDN. BLK 140, LOT 1

MIDLAND, TEXAS

DATE ISSUED
2/8/2023

SHEET NUMBER
A1
1 OF 1 SHEETS
JOB NO. 2132

MIDLAND
Planning Division

Special Exception Application

Project Number: E-23-0092

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* (Spanish only)			
Printed Name: Martin Diaz		Phone (432) 853-2507 Email	
Address 2606 Roosevelt	City Midland	State TX	Zip 79701

Property Owner			
Printed Name: "SAME AS ABOVE"		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)*			
Firm: _____ Printed Name: Andrea (daughter).		Phone (432 770-5004 Email	
Address	City	State	Zip

Street Address: 712 E. New York Ave

Legal Description
Lot: 1 Block: 14 Subdivision: Southern Addition

Current Zoning:

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: Adding on to the back of the house.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): X Martin Diaz	Date: 1-24-23
Property Owner (printed) :	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

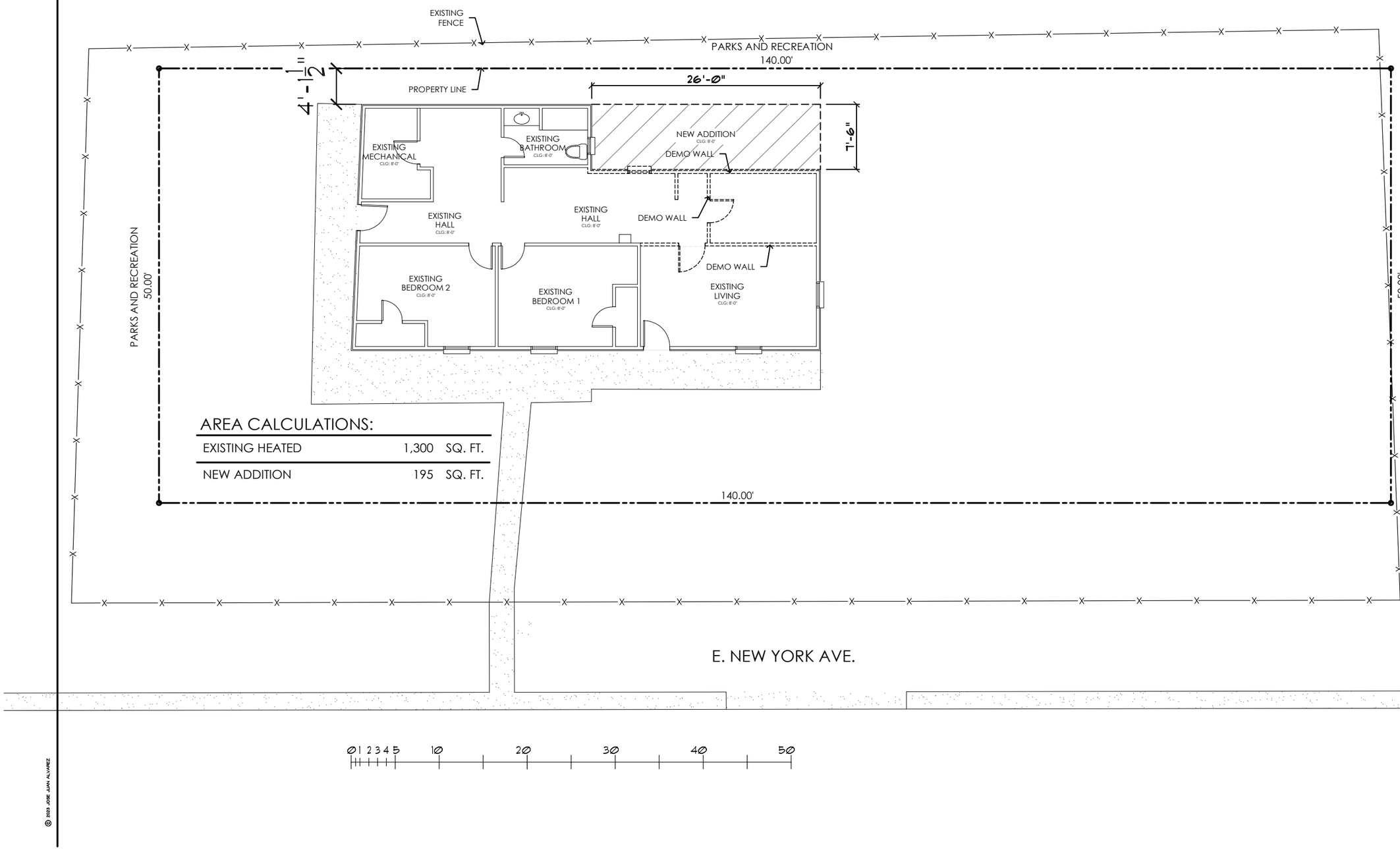
FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # Cash	

Received By:	Date:

RECEIVED
JAN 24 2023
BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



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© 2023 JOSE JUAN ALVAREZ, ALL RIGHTS RESERVED. ANY OTHER PROPERTY RIGHTS TO THESE PLANS AND ARCHITECTURAL WORKS CONSIDERED BY LAW, ARE UNDER THE EXCLUSIVE CONTROL OF JOSE JUAN ALVAREZ. ALL FLOOR PLANS, SECTIONS, ELEVATIONS, CONSTRUCTION PLANS, ROOF PLANS, DETAILS, ELECTRICAL PLANS, ARCHITECTURAL NOTES, CLERICAL NOTES, FRAMING NOTES, STRUCTURAL NOTES, AND ALL OTHER DRAWINGS AND NOTES ARE THE EXCLUSIVE PROPERTY OF JOSE JUAN ALVAREZ AND ARE PROTECTED BY COPYRIGHT LAWS. ANY COPYING, REPRODUCTION OR USE OF THESE PLANS CAN BE PERFORMED ONLY WITH WRITTEN CONSENT OF JOSE JUAN ALVAREZ.

EXISTING ALLEY

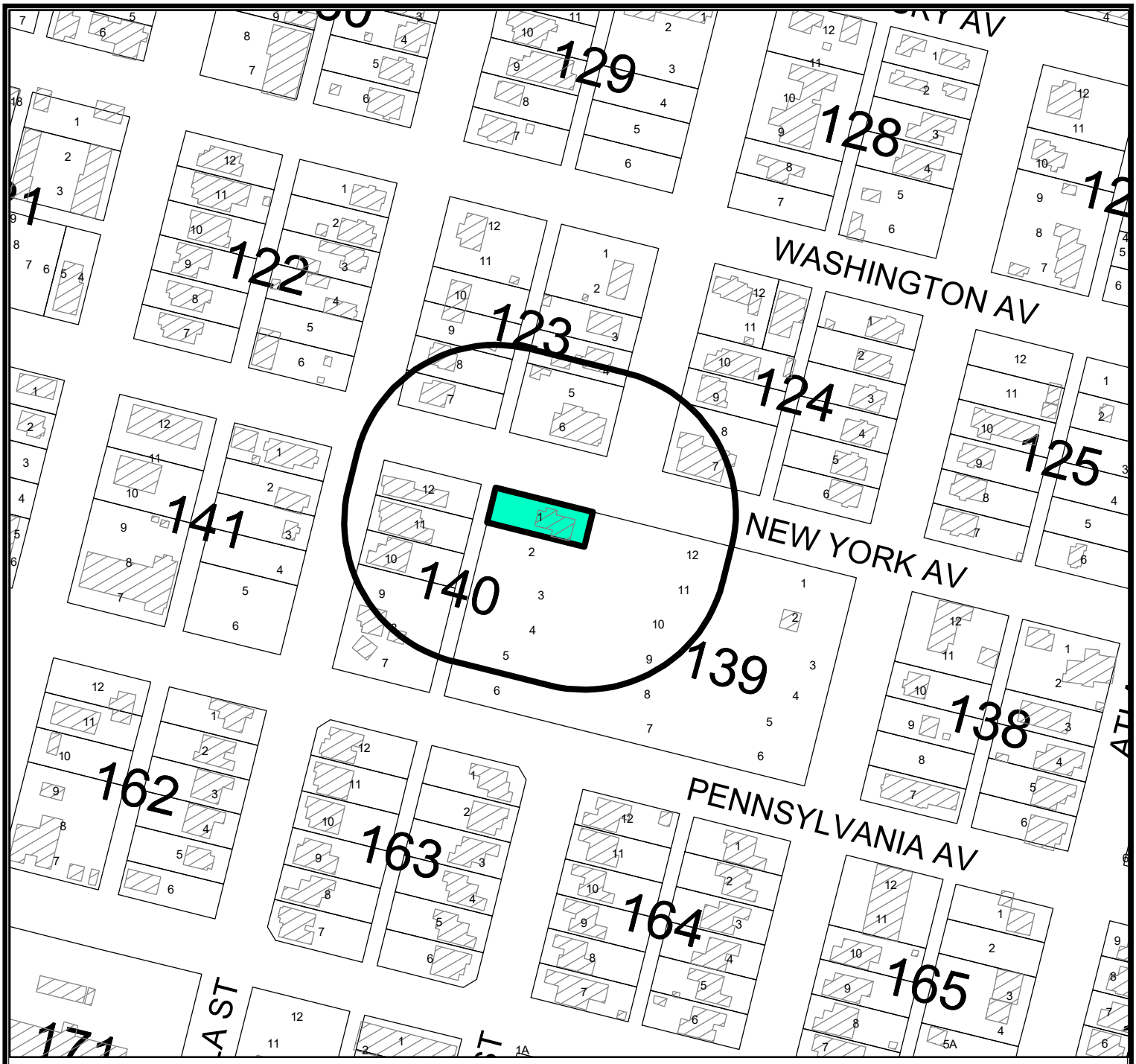
BUILDER:
MARTIN DIAZ
(432)853-2507

DESIGN BY:
Jose Juan Alvarez
alvarez.uaw@gmail.com
432.599.0794

712 E. NEW YORK AV.
SOUTHERN ADDN. BLK 140, LOT 1
MIDLAND, TEXAS

DATE ISSUED
2/8/2023

SHEET NUMBER
A1
1 OF 1 SHEETS
JOB NO. 2132



LOCATION MAP

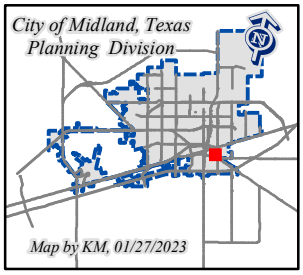
E-23-0092 **Scale: 1" = 200'**

Consider a request by Martin Diaz for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, for a reduced minimum rear yard setback on Lot 1, Block 140, Southern Addition, City and County of Midland, Texas.

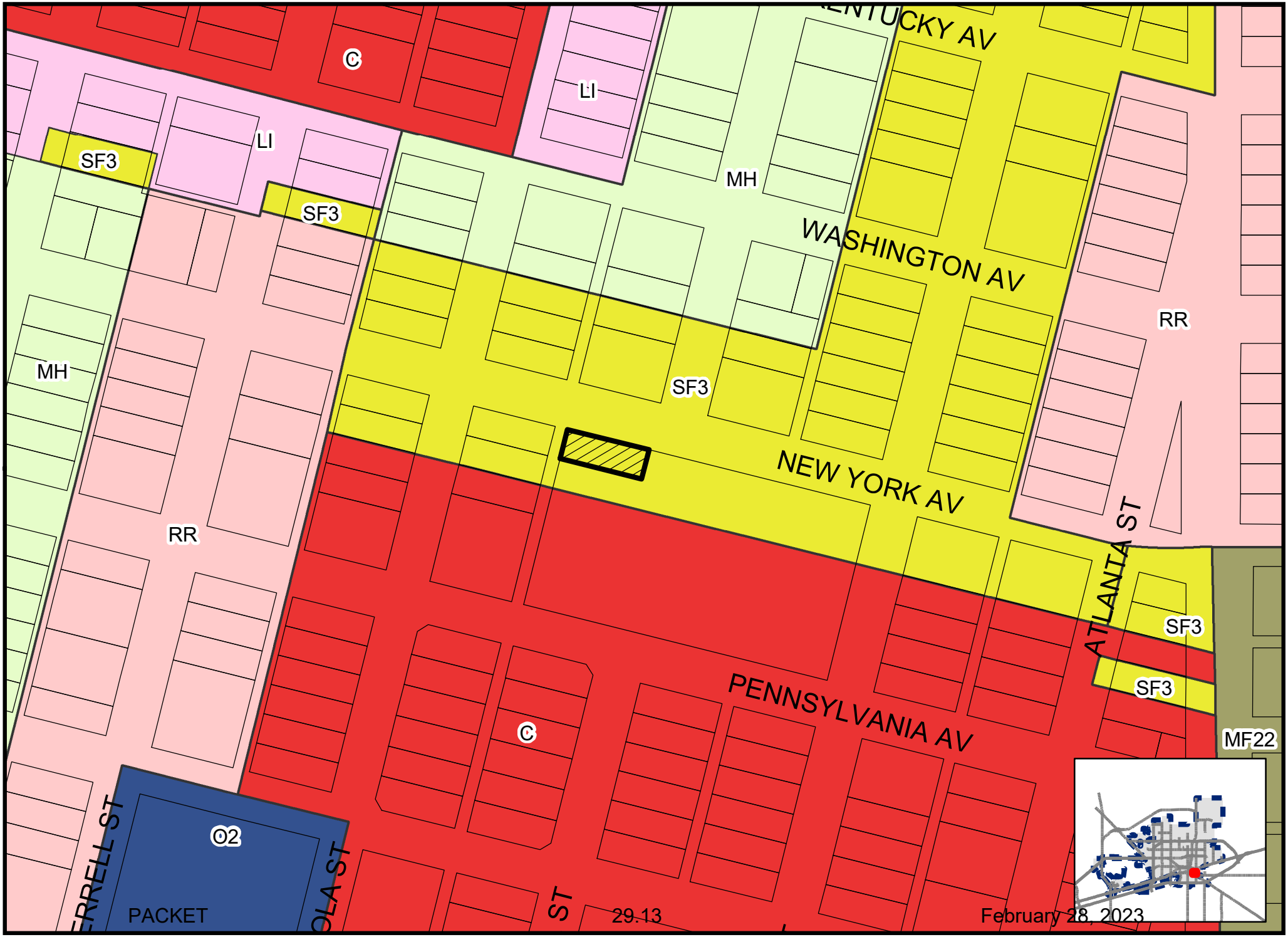
Generally located on the south side of E. New York Avenue, approximately 200 feet east of S. Mineola Street (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By KM, 01/27/2023

E-23-0092

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A 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: 30

Meeting Date: February 28, 2023

To: City Council / City Manager

From: James Reber, Planner

Subject: **AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 18, BLOCK 1, COUNTRY SKY ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF TUMBLEWEED TRAIL, APPROXIMATELY 1,270 FEET SOUTH OF BRIARWOOD AVENUE), BY PERMITTING (1) A REDUCED MINIMUM LOT AREA AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE SOUTH SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Mark Elliott, is requesting a Special Exception from the City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart*, granting a reduced minimum lot area and a reduced minimum side yard setback on the south side of the lot to be able to split the existing lot at 4300 Tumbleweed Trail into two lots.

Recommended City Council Action:

Denial

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The property is located at 4300 Tumbleweed Trail and is the location of a house with an accessory structure. The applicant is requesting a special exception to the minimum interior lot dimensions to be able to split the existing lot into two equal lots of 0.925- acres each and convert the accessory structure into a barndominium for living purposes.

The property is currently zoned CE, Country Estate District. The existing lot does meet the minimum dimensional regulations of its zoning designation. If split into two lots, neither lot would meet the minimum dimensional regulations.

Per our City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart:

CE, Country Estate District
Lot dimension

Minimum Lot Area: 1- acre
Minimum Side Yard Setback: 10’

As shown on the plat for Country Sky Addition, Section 3, this property is currently 223.08 feet wide and 363.37 feet deep. Once split, each lot having an area of 0.925- acres, neither lot will meet the required minimum lot area. Additionally, the splitting of this lot will result in the resulting north lot having an accessory structure with no primary house. One of the requirements of the future final platting phase will be a plat note prohibiting the building from being used in violation of the City of Midland’s Zoning Ordinance.

Nonetheless, many of the surrounding lots do not conform to the current minimum lot area in the CE, Country Estates District, which is 1-acre or 43,560 SF. The lots were subdivided with differing lot areas, which was conforming at that time, however, they are now nonconforming. Therefore, the applicant is requesting to reduce the proposed lot's minimum required area to approximately 0.925-acre or 40,293 SF. In addition to the zero-side yard setback for the south side of the lot, shown as ‘Car Port’ on Exhibit A.

This request has been circulated to all pertinent City departments for review. Below are the departments’ comments.

Engineering: (Approved)

No objection to zone change. [For the Applicant’s information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant’s information only.]

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering

and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Fire: (Approved)

No comments

Code Compliance: (Approved)

No Oil and Gas issues.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Planning Analysis:

While this request represents a deviation from the existing Zoning Ordinance, due to the unique circumstances surrounding the lot in question and it does not represent a hardship, staff is recommending that if an approval, of this application for a Special Exception to the City of Midland Zoning Ordinance, *Section 5.04 - Residential Zoning District Dimensional Regulations Chart*, is granted, that the applicant must comply to all zoning regulations of CE, Country Estates of any development to the property. By approving this request, the applicant is creating and adding to the already established nonconforming lots in this area.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, as it designates this area for Urban Residential – Large Lot, a classification which calls for "Neighborhoods with very large lot, single-family homes that are typically within the existing city development area." This special exception would still allow for the existing tract of land to fit the intended use appropriately.

As this request represents a deviation from the existing Zoning Ordinance, staff would recommend denial of this application for a Special Exception to the City of Midland Zoning Ordinance, *4.09 C. Accessory Dwelling Units and Use Limitations, and Section 5.04 – Residential Zoning District Dimensional Regulations Chart.*

Should the City Council approve this request, the property shall be subject to conditions A thorough C:

Conditions:

A. **That the minimum lot area of the property shall be 0.925-acre or 40,293 SF.**

B. **That a zero minimum side yard setback shall be allowed on the south side of the lot, shown as Car Port on Exhibit A.**

Letters of Objection:

As of February 15, 2023, staff has not received any letters of objection.

Attachments:

Country Sky Addition, Section 3, Plat
Survey (Exhibit A)
Application
Maps

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 18, BLOCK 1, COUNTRY SKY ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF TUMBLEWEED TRAIL, APPROXIMATELY 1,270 FEET SOUTH OF BRIARWOOD AVENUE), BY PERMITTING (1) A REDUCED MINIMUM LOT AREA AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE SOUTH SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE

CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as Lot 18, Block 1, Country Sky Addition, Section 3, City and County of Midland, Texas (the "Property"). Said special exception shall allow (1) a reduced minimum lot area and (2) a reduced minimum side yard setback on the south side of the Property.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum lot area of any lot on the Property shall be 0.925 acres.

B. That the minimum side yard setback on the south side of the Property for the structure identified as "CAR PORT" in Exhibit "A", which is attached hereto and incorporated herein for all purposes, shall be zero feet. The reduced minimum side yard setback granted in Section One hereof shall not be of any force or effect for any structure other than the structure identified as "CAR PORT" in Exhibit "A".

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
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"

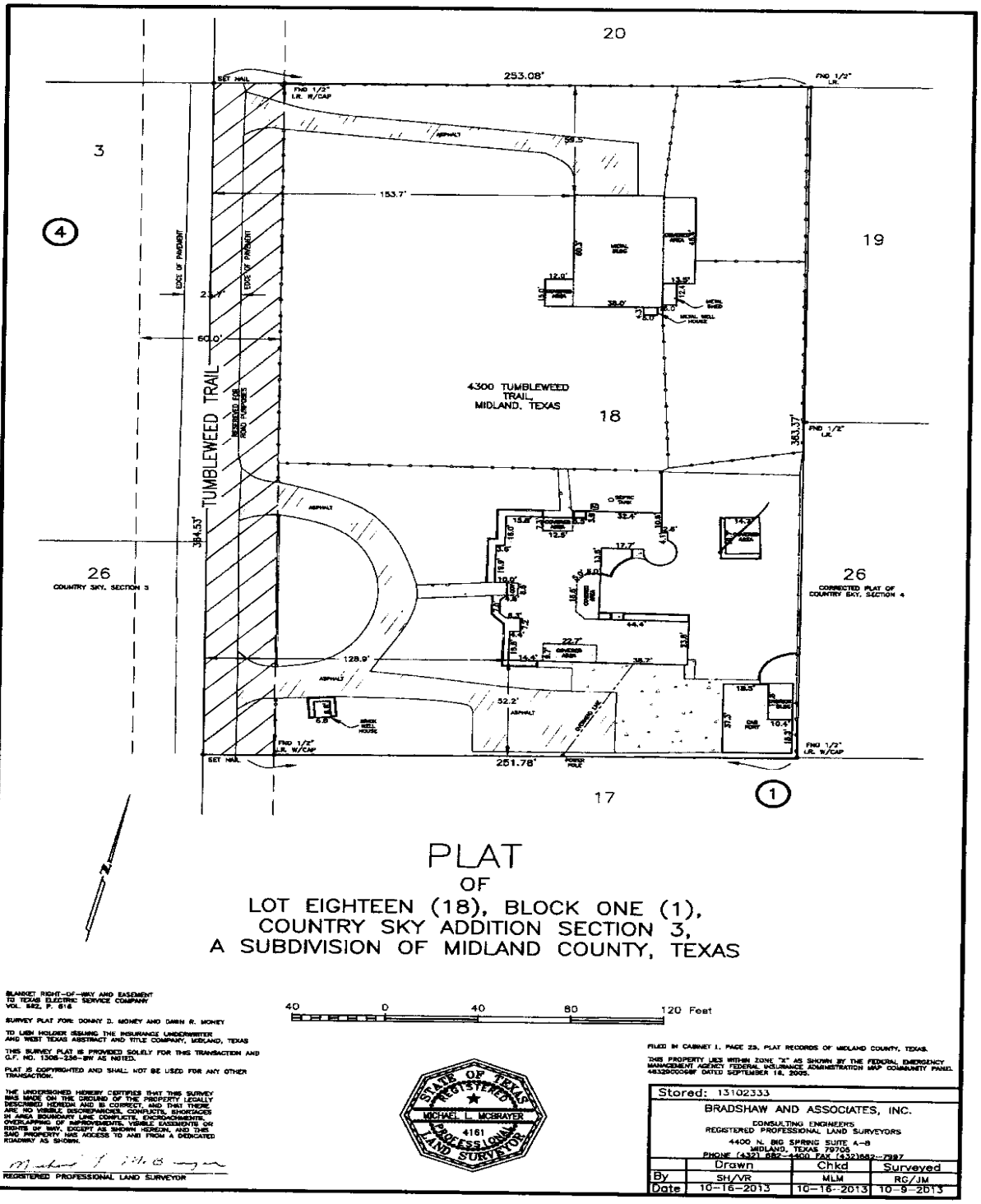
18L0120SW

REVIEWED AND ACCEPTED
BY BORROWERS

x _____

x _____

Date 11/1/18



PLAT
OF
LOT EIGHTEEN (18), BLOCK ONE (1),
COUNTRY SKY ADDITION SECTION 3,
A SUBDIVISION OF MIDLAND COUNTY, TEXAS

BLANKET RIGHT-OF-WAY AND EASEMENT TO TEXAS ELECTRIC SERVICE COMPANY VOL. 582, P. 618

SURVEY PLAT FOR: DONNY D. MONEY AND DAWN R. MONEY

TO LIEN HOLDER ISSUING THE INSURANCE UNDERWRITER AND WEST TEXAS ABSTRACT AND TITLE COMPANY, MIDLAND, TEXAS

THIS SURVEY PLAT IS PROVIDED SOLELY FOR THIS TRANSACTION AND G.F. NO. 1308-236-BW AS NOTED.

PLAT IS COPYRIGHTED AND SHALL NOT BE USED FOR ANY OTHER TRANSACTION.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN.

Michael L. McBrayer

REGISTERED PROFESSIONAL LAND SURVEYOR

40 0 40 80 120 Feet

STATE OF TEXAS
REGISTERED
MICHAEL L. MCBRAYER
4161
PROFESSIONAL
LAND SURVEYOR

FILED IN CABINET I, PAGE 23, PLAT RECORDS OF MIDLAND COUNTY, TEXAS.

THIS PROPERTY LIES WITHIN ZONE "X" AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION MAP COMMUNITY PANEL 48329C0068F DATED SEPTEMBER 18, 2005.

Stored: 13102333

BRADSHAW AND ASSOCIATES, INC.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS
4400 N. BIG SPRING SUITE 4-B
MIDLAND, TEXAS 79705
PHONE (432) 682-4400 FAX (432)682-7987

	Drawn	Chkd	Surveyed
By	SH/VR	MLM	RG/JM
Date	10-16-2013	10-16-2013	10-9-2013

MIDLAND
Planning Division

Special Exception Application

Project Number: E-23-0094

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone (432) 296-0404 Email hemark246@gmail.com	
Address 4300 Tumbleweed Trail	City Midland	State Texas	Zip 79707

Property Owner Printed Name: Mark Elliott		Phone (432) 296-0404 Email hemark246@gmail.com	
Address 4300 Tumbleweed Trail	City Midland	State Texas	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email 432) 296-0404 hemark246@gmail.com	
Address	City	State	Zip

Street Address: 4300 Tumbleweed Trail

Legal Description
Lot: 018 Block: 001 Subdivision: Country Sky, Sec 3

Current Zoning: 1 acre lot size

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ■ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: We want to divide our 1.85 acre lot consisitng of a 3661 sq. ft. house & 2400 sq. ft. shop into two equal lots of 0.925 acres each. This would leave the house on one lot and the shop on the other. We plan to sell the house and remodel the shop into a barndominium and live there. There are no less than a dozen similar size lots on Tumbleweed Trail and other streets in this subdivision.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): Mark H. Elliott	Date: 1/23/23
Applicant (printed): Mark H. Elliott	
Property Owner (signature): Mark H. Elliott	Date: 1/23/23
Property Owner (printed) : Mark H. Elliott	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

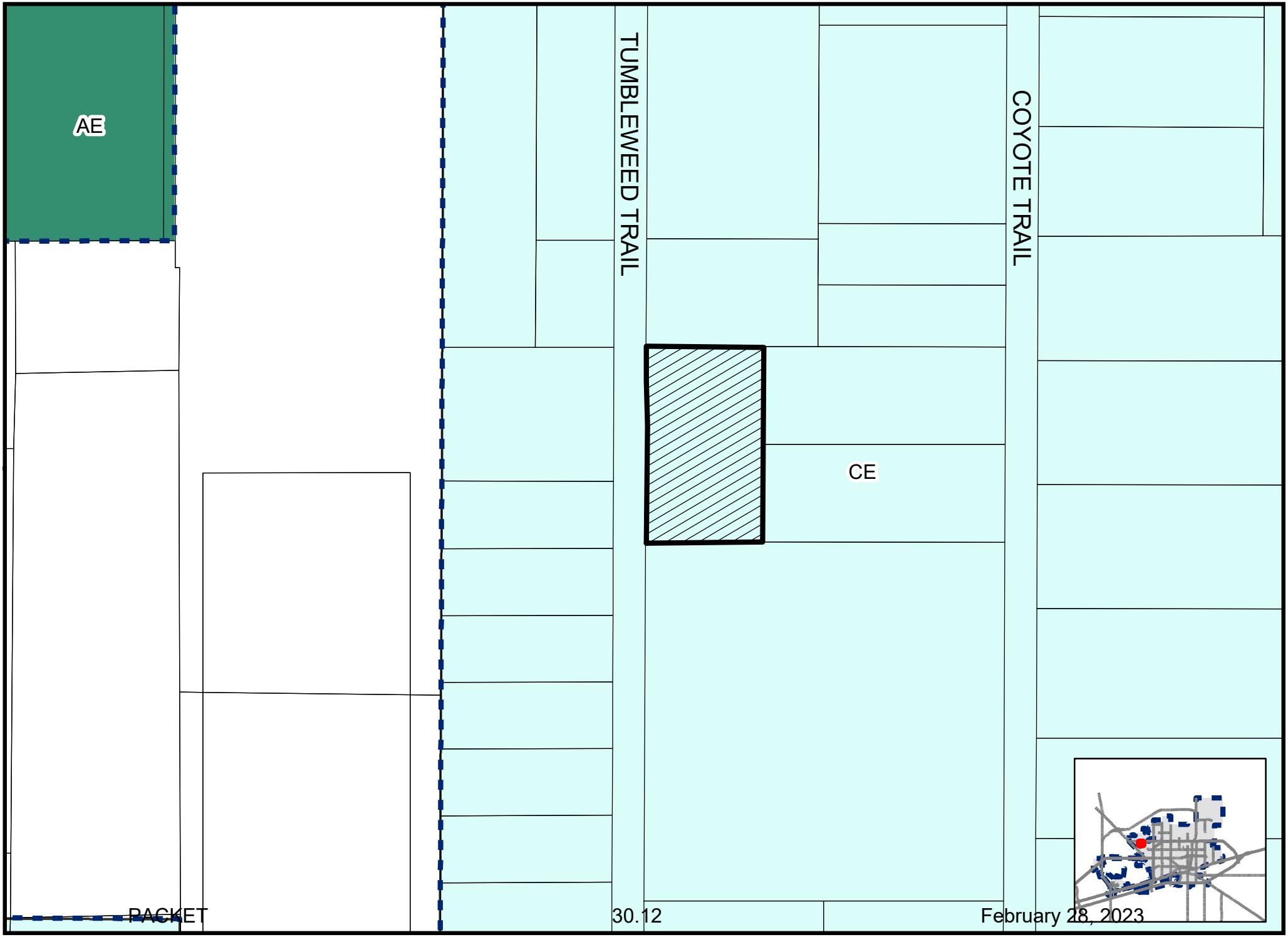
FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 1908
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By: James Reber Date: 1/25/23

RECEIVED
JAN 26 2023
BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



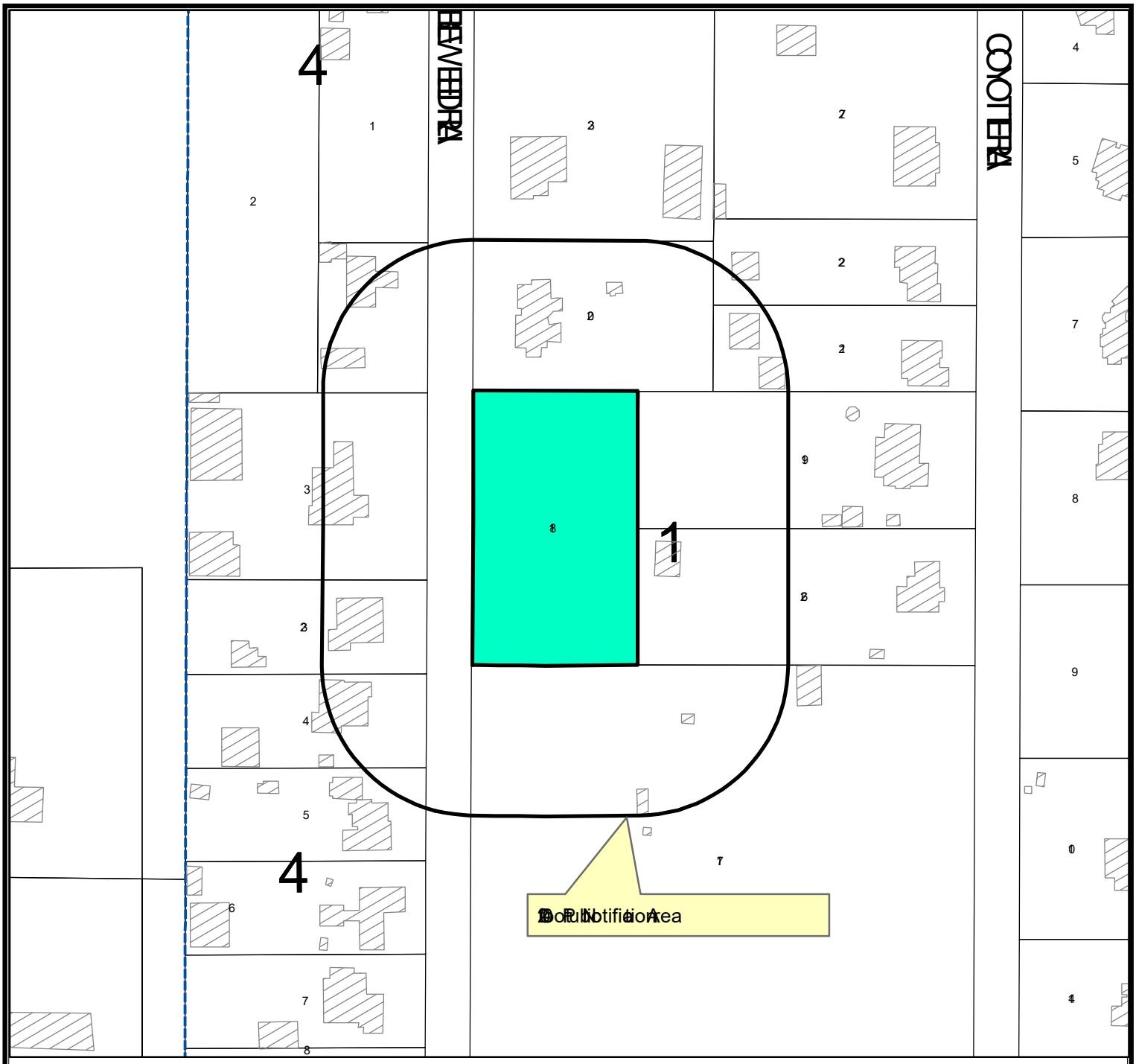
Map By JR, 2/7/2023

E-23-0094

Scale: 1" = 340'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



LOCATION MAP

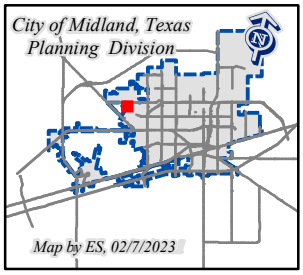
E-23-0094 **Scale: 1" = 200'**

Consider a request by Mark Elliott for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 - Residential Dimensional Regulations Chart, granting a reduced minimum lot area and a reduced minimum side yard setback on the south side of the lot, on Lot 18, Block 1, Country Sky Addition, Section 3, City and County of Midland, Texas.

Generally located on the east side of Tumbleweed Trail, approximately 1,270 feet south of Briarwood Avenue. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ABSTRACT NOR IS IT DESIGNED TO BE USED AS THE PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
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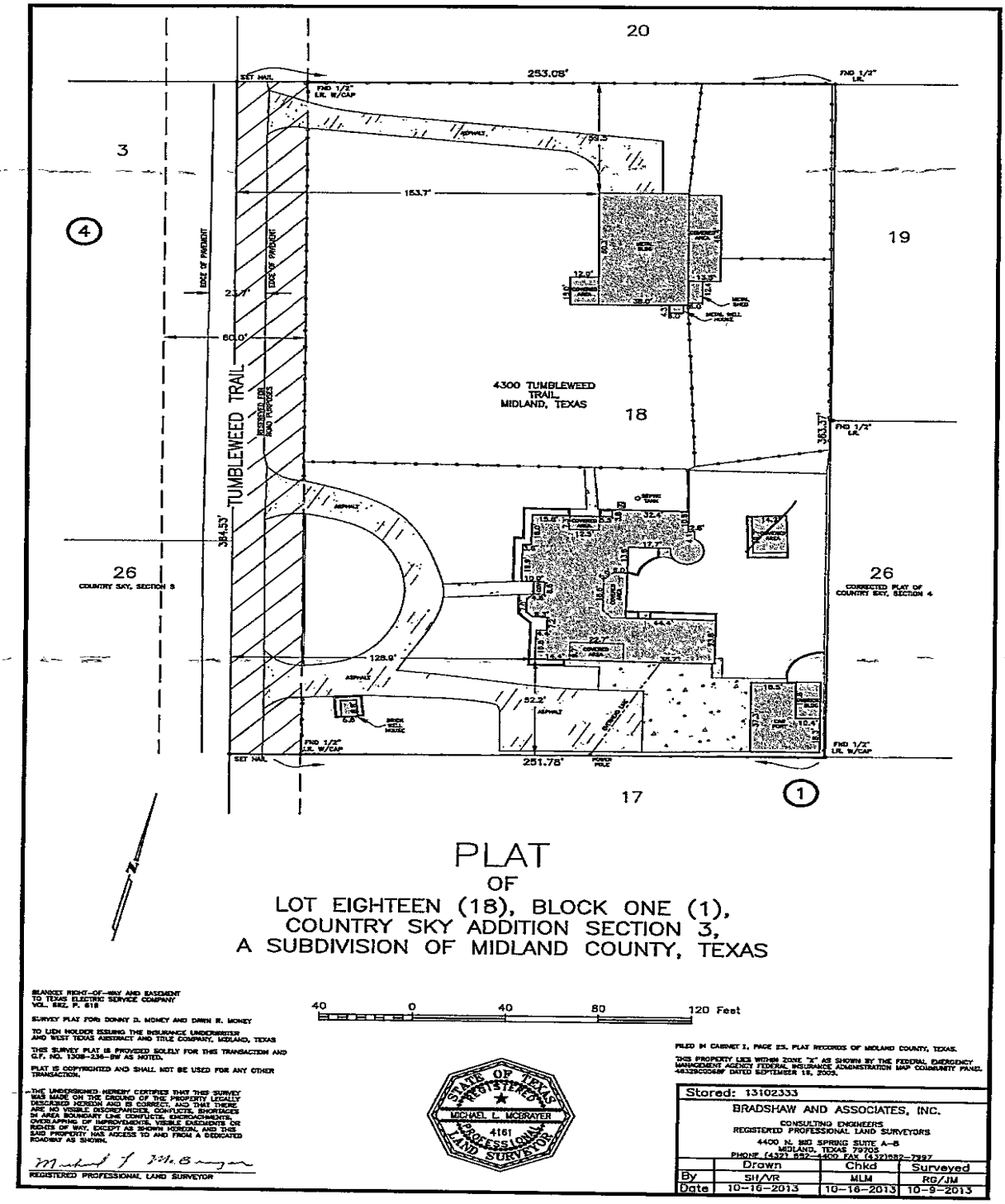
1861205W

REVIEWED AND ACCEPTED
BY BORROWERS

x _____

x _____

Date 11/1/18



PLAT
OF
LOT EIGHTEEN (18), BLOCK ONE (1),
COUNTRY SKY ADDITION SECTION 3,
A SUBDIVISION OF MIDLAND COUNTY, TEXAS

BEARING BASIS: RIGHT-OF-WAY AND EASEMENT TO TEXAS ELECTRIC SERVICE COMPANY VOL. 882, P. 618

SURVEY PLAT FOR: DONNY D. MONEY AND DAWN R. MONEY

TO LIEN HOLDER ISSUING THE INSURANCE UNDERWRITER AND WEST TEXAS ABSTRACT AND TITLE COMPANY, MIDLAND, TEXAS

THIS SURVEY PLAT IS PROVIDED SOLELY FOR THIS TRANSACTION AND G.F. NO. 1308-234-BW AS NOTED.

PLAT IS COPYRIGHTED AND SHALL NOT BE USED FOR ANY OTHER TRANSACTION.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN.

Michael L McBrayer
REGISTERED PROFESSIONAL LAND SURVEYOR

40 0 40 80 120 Feet

STATE OF TEXAS
REGISTERED
MICHAEL L. MCBRAYER
4161
PROFESSIONAL
LAND SURVEYOR

FILED IN CABINET I, PAGE 23, PLAT RECORDS OF MIDLAND COUNTY, TEXAS.

THIS PROPERTY LIES WITHIN ZONE "X" AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION MAP COMMUNITY PANEL 480328C0368F DATED SEPTEMBER 18, 2003.

Stored: 13102333

BRADSHAW AND ASSOCIATES, INC.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS
4400 N. BIG SPRING SUITE A-8
MIDLAND, TEXAS 79705
PHONE (432) 682-4400 FAX (432)682-7397

	Drawn	Chkd	Surveyed
By	SH/VR	MLM	RG/JM
Date	10-16-2013	10-16-2013	10-9-2013











City Council Meeting

Item Number: 31

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Alexandra Walling, Planner

Subject: AN ORDINANCE TEMPORARILY CLOSING A 1.584-ACRE PORTION OF CHAMPIONS DRIVE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 4, BLOCK 5, WESTRIDGE PARK ADDITION, SECTION 6, AND LOTS 3A AND 3B, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF CHAMPIONS DRIVE AND LOOP 250); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The City of Midland is requesting a temporary street closure on a 1.584-acre portion of Champions Drive Right-of-Way, located adjacent to Lot 4, Block 5, Westridge Park Addition, Section 6 and Lots 3A & 3B, Block 6 Westridge Park, Section 44, City and County of Midland, Texas, for the expansion of the Scharbauer Sports Complex.

Recommended City Council Action:

Approve

Fiscal Impact:

Not applicable.

Discussion:

The approximated area that will be temporarily closed to vehicular traffic is 68,999 square feet (1.584-acres). The City of Midland is requesting to close Champions Drive to allow for the

expansions of new sports fields from the existing area to the north. The street will be clearly marked with appropriate signage and barriers indicating closure.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No oil and gas issues.

Building Code: (Approved)

No objections.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comments.

AT&T: (Approved)

We do not have any facilities that are going west on Champions Dr from Loop 250. AT&T is ok with the vacation.

Atmos: (Approved with conditions)

Atmos energy currently has facilities located within the above-described Right of Way along Champions Drive. We currently have a gas main along the South side of this right of way that extends approximately 25ft. onto the proposed vacate area near the west boundary. Atmos would have no objection to this vacation however if no easement is designated we would need to retire this line. Any retirement costs would be passed on to the individual entity requesting to vacate.

Astound: (Approved)

Astound has no network on any poles in this location, we are underground in the TXDOT ROW.

Oncor: (Approved)

No comments were received.

Suddenlink: (Approved)

Here's a map of our underground fiber plant, it goes north & south on the westside of Loop 250. It also runs west on the southside of, Champions Dr. These fiber routes serve all the businesses & residential homes, west of Loop 250, And Grassland subdivision, north of Andrews Hwy. If you still wish for us to vacate, there will be a cost to relocate all our services.

We have 6 conduits with underground fiber they run north & South off of, Loop 250 & 2 of the conduits continue across, Champions Dr. we are 42'' deep. We have 4 conduits underground running west on the southside off of Champions Drive, that feed the businesses & all of residential homes.

Planning:

Pertinent City departments and franchise utility companies have reviewed this temporary street closure request and have approved the request.

Therefore, staff recommends approval of the temporary street closure of a 1.584-acre portion of Champions Drive right-of-way, located adjacent to Lot 4, Block 5, Westridge Park Addition, Section 6 and Lots 3A & 3B, Block 6 Westridge Park, Section 44, City and County of Midland, Texas.

Letters of Objection:

As of February 15, 2023, staff has not received any letters of objection to this request.

Attachments:

Vacation Survey (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE TEMPORARILY CLOSING A 1.584-ACRE PORTION OF CHAMPIONS DRIVE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 4, BLOCK 5, WESTRIDGE PARK ADDITION, SECTION 6, AND LOTS 3A AND 3B, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF CHAMPIONS DRIVE AND LOOP 250); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION

WHEREAS, the City Council finds that a 1.584-acre portion of Champions Drive right-of-way located adjacent to Lot 4, Block 5, Westridge Park Addition, Section 6, and Lots 3A and 3B, Block 6, Westridge Park Addition, Section 44, City and County of Midland, Texas (the "Right-of-Way"), as described in Exhibit "A", which is attached hereto and made a part hereof for all legal purposes, is no longer needed for public right-of-way purposes; and

WHEREAS, the City Council finds it to be in the public interest to temporarily close the Right-of-Way;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Right-of-Way is hereby temporarily closed for purposes of through vehicular traffic.

SECTION TWO. That the Traffic Engineer of the City of Midland is hereby authorized and directed to erect, clearly mark and safely identify appropriate signs and barriers necessary to carry out the provisions of this ordinance.

SECTION THREE. That it shall hereafter be unlawful for any person to drive or otherwise operate a motor vehicle on the Right-of-Way, which is temporarily closed as described herein.

SECTION FOUR. That the Midland City Council expressly reserves the right to reopen said Right-of-Way at any time and at its sole discretion.

SECTION FIVE. That the provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. That the penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two hundred dollars ($200.00).

SECTION EIGHT. That the City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Director of Engineering Services

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Parkhill

EXHIBIT "A"

A 1.584-ACRE TRACT OF LAND IN SECTION 37, BLOCK 40, T-1-S T&P RR. CO. SURVEY IN MIDLAND COUNTY, TEXAS

A 1.584-acre tract of land in the City of Midland in Section 37, Block 40, T-1-S, T&P RR. Co. Survey in Midland County, Texas, being a portion of Champions Drive as shown on the plat recorded in Plat Cabinet F, Page 183 of the Plat Records of Midland County, Texas; said 1.584-acre tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on October 31, 2022:

BEGINNING at a 1/2-inch iron rod with a cap marked "RPLS 6453" found in the west line of Loop 250, at a corner of Lot 3B, Block 6 of Westridge Park, Section 44 as shown on the plat recorded in Plat Cabinet M, Page 106 of said Plat Records, and a corner of said Champions Drive, for the southeast corner hereof, said beginning point having coordinates of NORTHING: 10690810.32 and EASTING: 1733053.01, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983;

THENCE along the north line of said Lot 3B and the south line of said Champions Drive, the following 3 courses:

1. *North 59 degrees 23 minutes 51 seconds West* a distance of 70.71 feet to a 1/2-inch iron rod with a cap marked "PLS 1974" found;
2. *South 75 degrees 36 minutes 08 seconds West* a distance of 420.63 feet to a calculated point, for a corner hereof;
3. Along a curve to the left having an arc length of 12.95 feet, a radius of 1160.00 feet, and a chord that bears *South 75 degrees 16 minutes 57 seconds West* a distance of 12.95 feet to a 1/2-inch iron rod with a cap marked "RPLS 6453" found at the northwest corner of said Lot 3B and the northeast corner of Lot 3A, Block 6 of said Section 44, for a corner hereof;

THENCE along a compound curve to the left having an arc length of 336.56 feet, a radius of 1160.00 feet, and a chord that bears *South 66 degrees 39 minutes 03 seconds West* a distance of 335.38 feet along the north line of said Lot 3A and the south line of said Champions Drive to a 1/2-inch iron rod found at the northwest corner of said Lot 3A and the most northerly corner of Lot 2A, Block 6 of Westridge Park Addition, Section 35 as shown on the plat recorded in Plat Cabinet J, Page 88 of said Plat Records, for the southwest corner hereof;

THENCE *North 30 degrees 28 minutes 44 seconds West* a distance of 80.02 feet crossing said Champions Drive to a set "X" mark cut in concrete in the south line of Lot 4, Block 5 of Westridge Park Addition, Section 6 as shown on said plat recorded in Plat Cabinet F, Page 183, for the northwest corner hereof;

THENCE along the south line of said Lot 4 and the north line of said Champions Drive, the following 3 courses:

1. Along a non-tangent curve to the right having an arc length of 371.96 feet, a radius of 1240.00 feet, and a chord that bears *North 67 degrees 00 minutes 32 seconds East* a distance of 370.57 feet to a 1/2-inch iron rod set, for a corner hereof;
2. *North 75 degrees 36 minutes 08 seconds East* a distance of 420.65 feet to a set "X" mark cut in concrete, for a corner hereof;
3. *North 30 degrees 36 minutes 09 seconds East* a distance of 70.71 feet to a 1/2-inch iron rod set in the west line of said Loop 250, at a corner of said Lot 4 and the northeast corner of said Champions Drive, for the northeast corner hereof;

THENCE *South 14 degrees 23 minutes 33 seconds East* a distance of 180.00 feet along the west line of said Loop 250 and the east line of Champions Drive to the POINT OF BEGINNING containing 1.584 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983. Distances reported hereon are at surface. Areas reported hereon are based on calculations made from surface distances. A "1/2-inch iron rod set" is a 1/2-inch rebar with a plastic cap marked "PARKHILL RPLS 6453". This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those described hereon may affect this tract.

Surveyed by

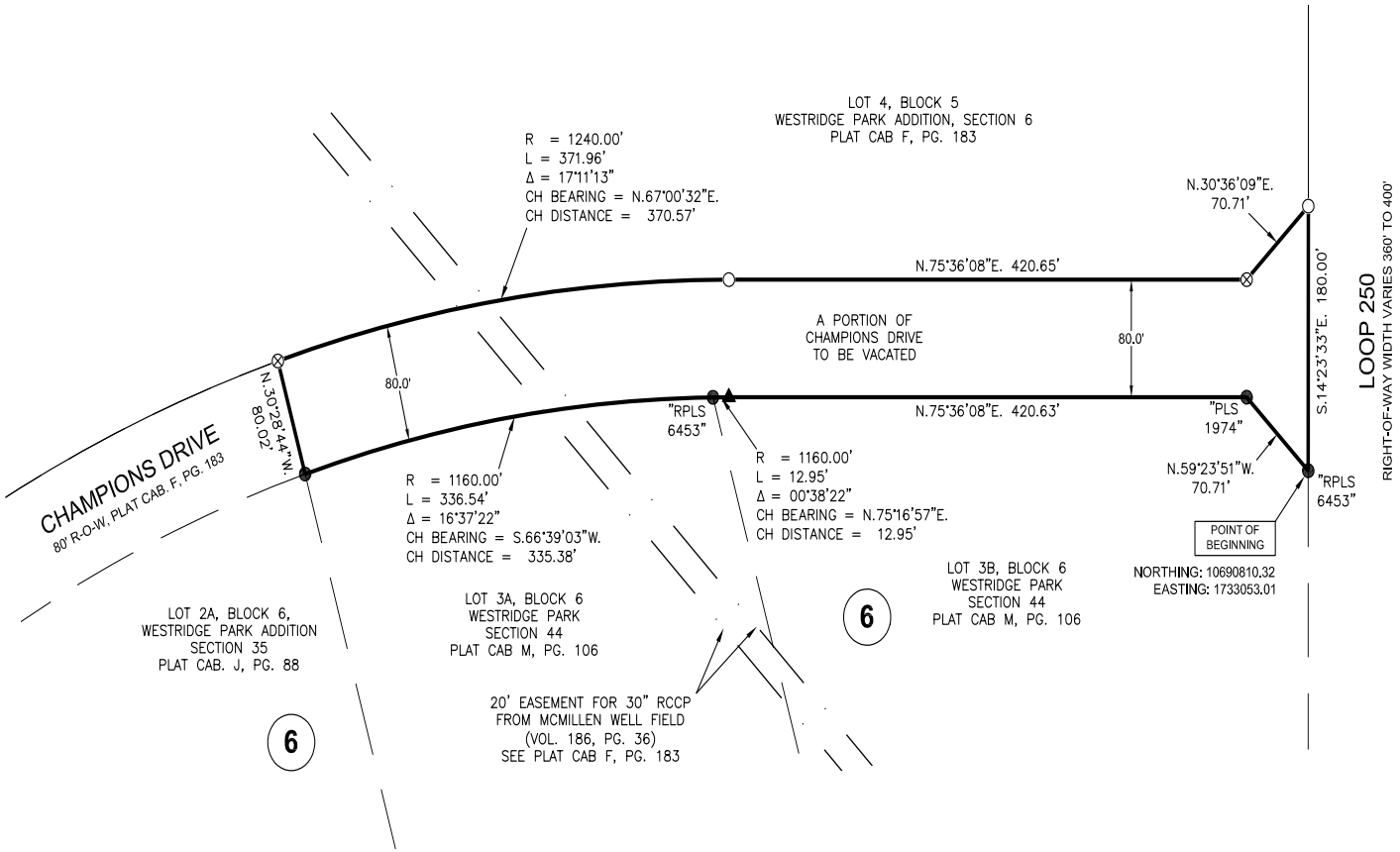
Franklin Leamons
Registered Professional Land Surveyor #6889
Date: October 31, 2022



Texas Registered Surveying Firm # 10194091

A 1.584-ACRE TRACT OF LAND IN SECTION 37, BLOCK 40, T-1-S T&P RR. CO. SURVEY IN THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

PARENT TRACT: PLAT CABINET F, PAGE 183, PLAT RECORDS MIDLAND COUNTY, TEXAS



0' 100' 200'

SCALE: 1" = 100'

LEGEND:

- ○ = SET 1/2" IRON ROD WITH CAP "PSC RPLS 6453".
- ● = FOUND 1/2" IRON ROD.
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- — — — = TRACT ADJOINER LINE
- —— · —— = EASEMENT LINE

STATE OF TEXAS REGISTERED FRANKLIN A. LEAMONS 6889 PROFESSIONAL LAND SURVEYOR

SURVEYOR'S REPORT:

1. BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREON ARE GRID AND ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.
2. AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT GRID DISTANCES.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT/COMMITMENT. THERE MAY BE EASEMENTS, RESTRICTIONS, AND/OR COVENANTS AFFECTING THIS PROPERTY, NOT SHOWN HEREON.
4. THIS SURVEY WAS PREPARED FOR ROAD/STREET RIGHT-OF-WAY VACATION PURPOSES.
5. THE 1.584-ACRE TRACT SURVEYED HEREON IS WITHIN THE CITY LIMITS OF THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.
6. THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.
7. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION AND COMPLETED ON OCTOBER 26, 2022; NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

Franklin Leamons

FRANKLIN LEAMONS
R.P.L.S. 6889

October 27, 2022

DATE

Parkhill

Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194091

DRAFT

February 28, 2023

Parkhill

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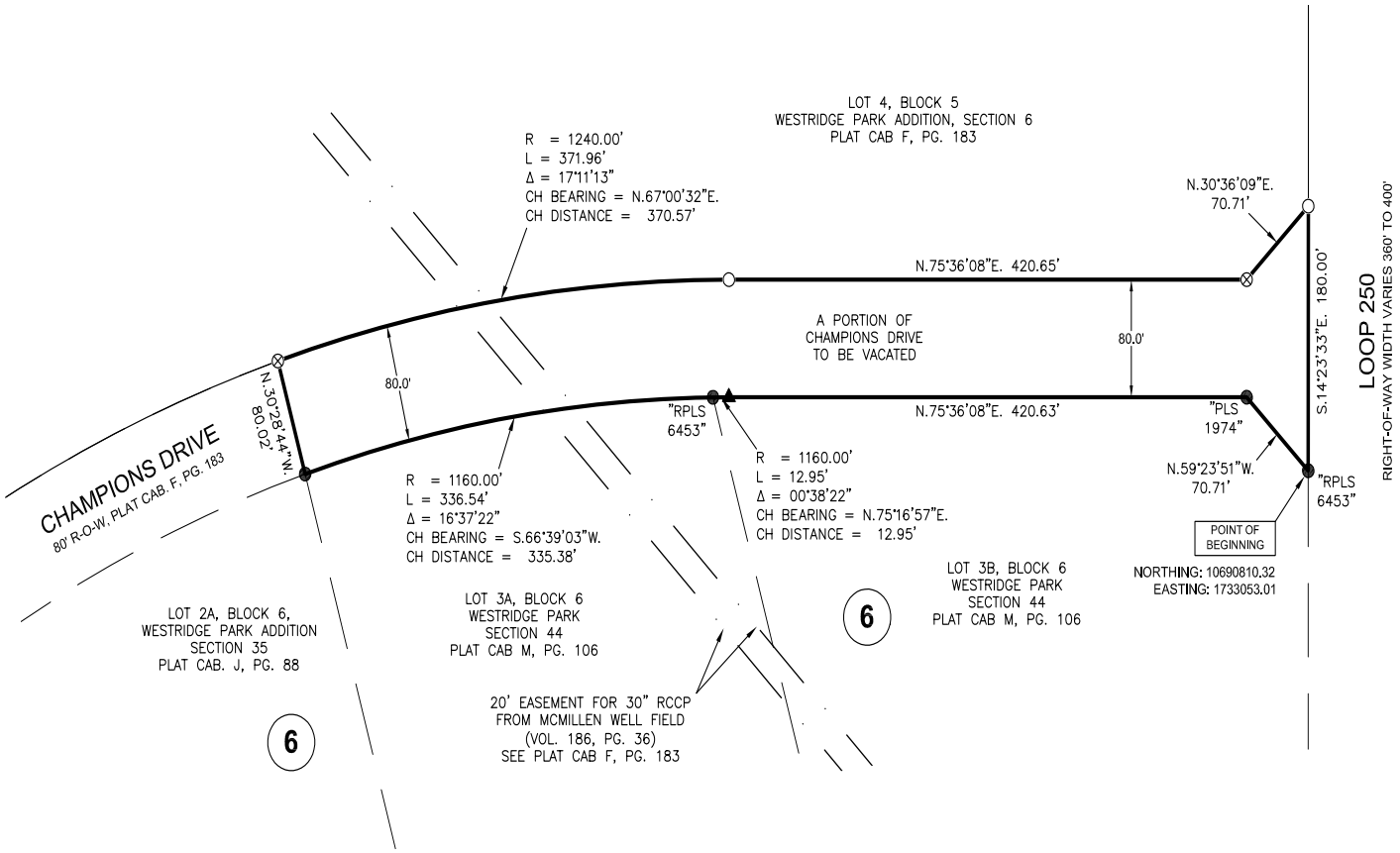
Franklin Leamons
Registered Professional Land Surveyor #6889
Date: October 31, 2022



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STATE OF TEXAS REGISTERED FRANKLIN A. LEAMONS 6889 PROFESSIONAL LAND SURVEYOR

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Franklin Leamons

FRANKLIN LEAMONS
R.P.L.S. 6889

October 27, 2022

DATE

Parkhill

Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194091

DOCKET

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-23-0045

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Josh Wallender (Parkhill)		Phone (432) 697-1447 Email jwallender@parkhill.com	
Address 1700 W Wall Street	City Midland	State Texas	Zip 79701

Application is hereby made to the City Council to vacate the following:

- ☒ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☒ Street

Description of Address: Approximately the East half of Champions Drive

Reason for Request: Allow for the expansion of new fields for future activities

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: Allow for the expansion of new fields for future activities, while still having access to surrounding businesses.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Oncor Electric
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature): Robert Fatheree		Date: 1-10-23
Affected Property Owners: City of Midland		
Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey ☑ Survey in Digital Format (PDF/JPEG)

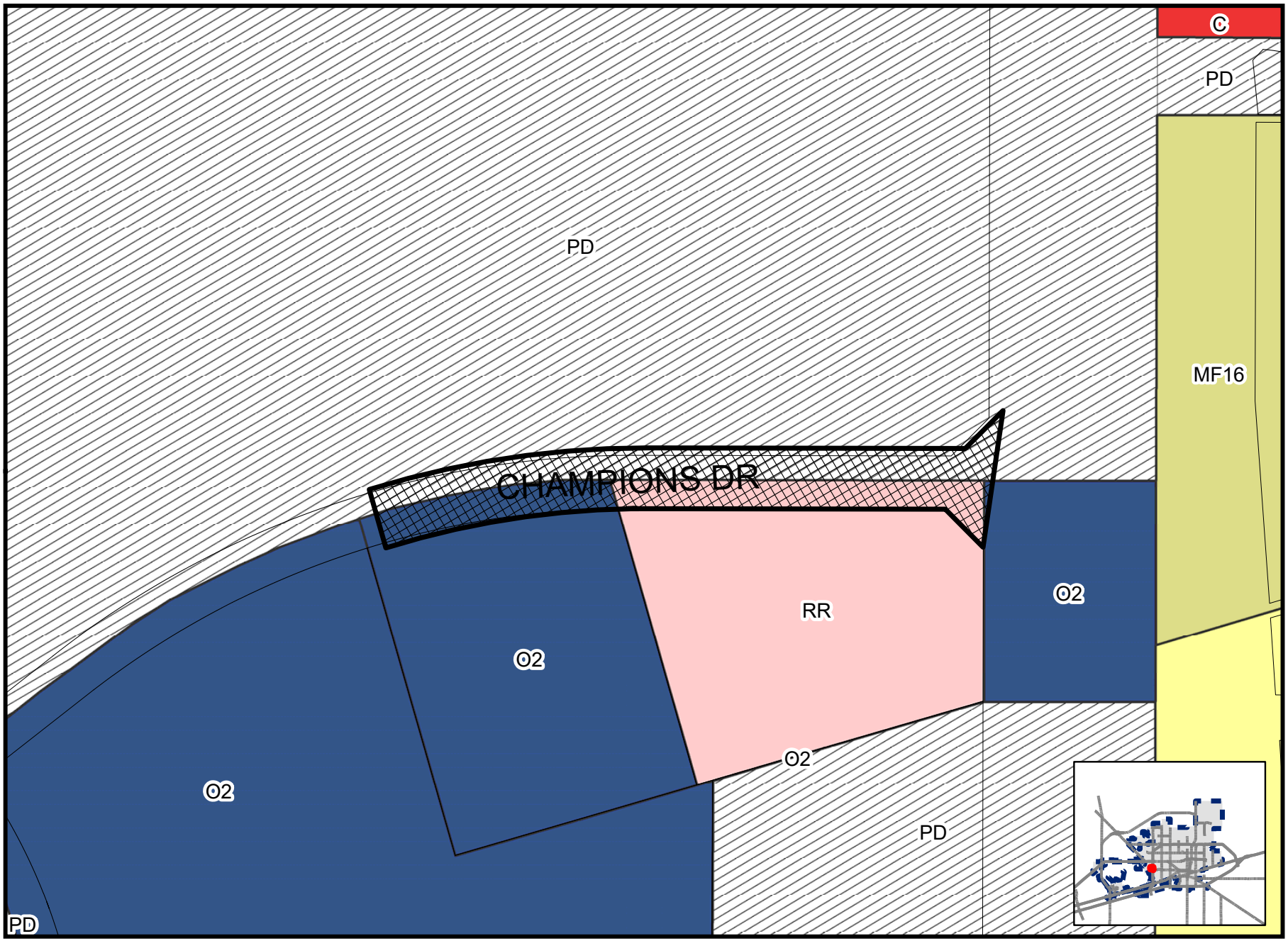
☑ Application Fee

Check # City of Midland

Received By: Alexandra Walling Date:

RECEIVED
JAN 25 2023
BY: AW

****Application will not be considered for scheduling until reviewed by a planner.****



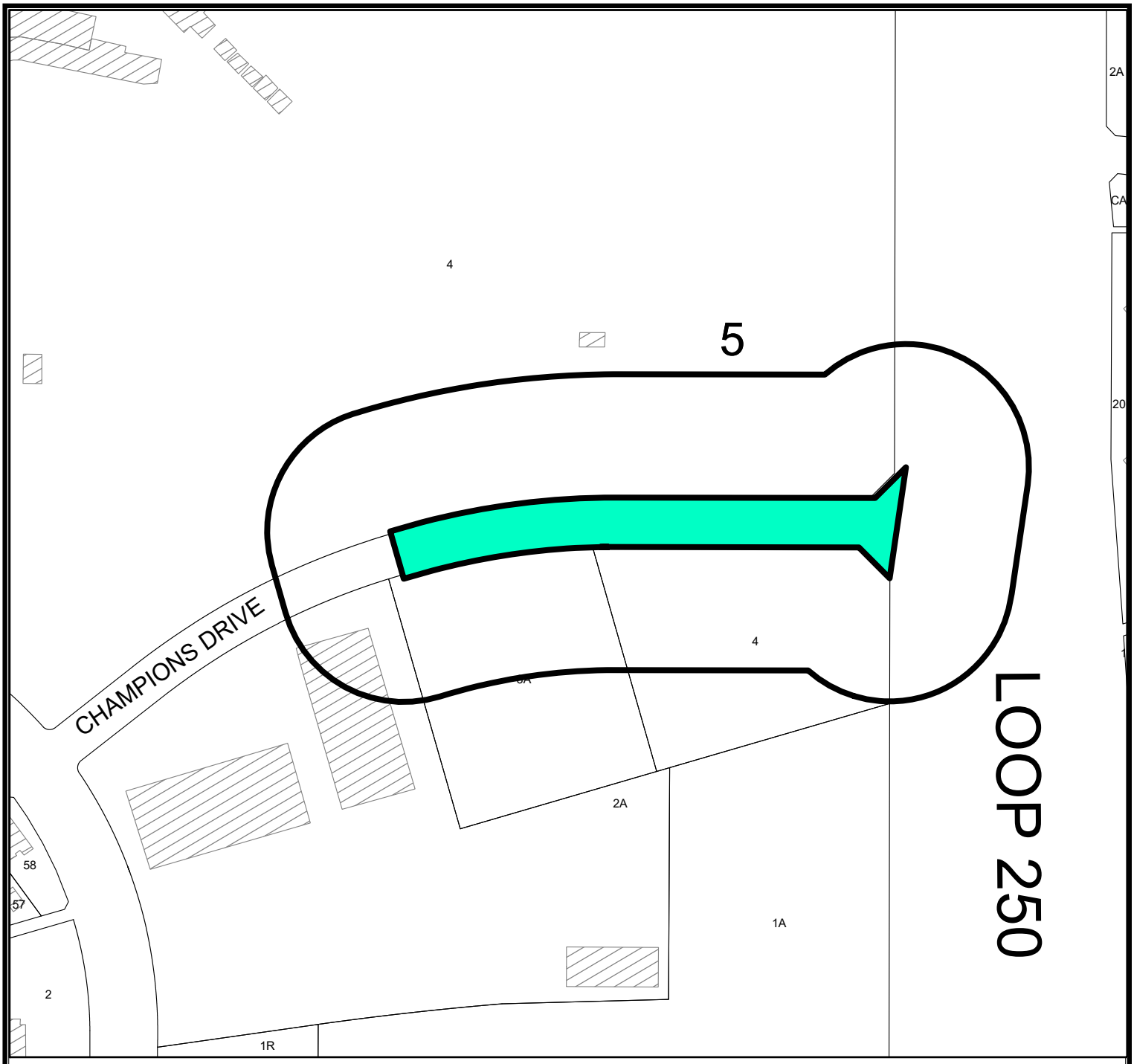
Map By AW, 2/3/2023

V-23-0045

Scale: 1" = 200'

ZONING MAP

NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF ITS OWN



LOCATION MAP

V-23-0045 **Scale: 1" = 200'**

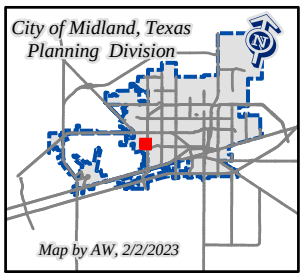
Consider a request for a vacation of a 1.584-acre portion of Champions Drive right-of-way, located adjacent to Lot 4, Block 5, Westridge Park Addition, Section 6 and Lots 3A & 3B, Block 6 Westridge Park, Section 44, City and County of Midland, Texas.

Generally located on the northwest corner of the intersection of Champions Drive and Loop 250 (Council District 4)

PACKET 31.15

LEGEND

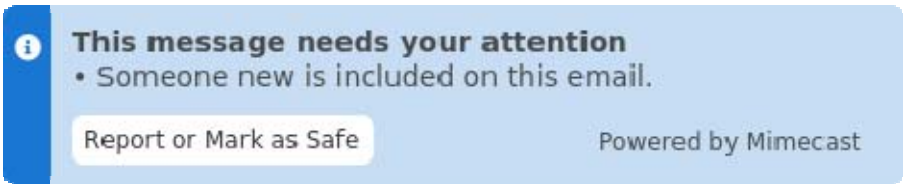
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



February 28, 2023

Alexandra Walling

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Friday, February 10, 2023 10:44 AM
To: Alexandra Walling; Eron Zapata; Raymond Revilla
Cc: Brian McGinnis
Subject: RE: External E-mail - FW: Westridge Park Vacation -Urgent-



Ms. Walling,
Here's a map of our underground fiber plant, it goes north & south on the westside of Loop 250.
It also runs west on the southside of, Champions Dr. These fiber routes serve all the businesses & residential homes, west of Loop 250,
And Grassland subdivision, north of Andrews Hwy. If you still wish for us to vacate, there will be a cost to relocate all our services.

We have 6 conduits with underground fiber they run north & South off of, Loop 250 & 2 of the conduits continue across, Champions Dr. we are 42'' deep
We have 4 conduits underground running west on the southside off of Champions Drive, that feed the businesses & all of residential homes.



From: Alexandra Walling <awalling@midlandtexas.gov>
Sent: Friday, February 10, 2023 9:29 AM
To: Luis Montez <Luis.Montez@AlticeUSA.com>; Eron Zapata <Eron.Zapata@AlticeUSA.com>; Raymond Revilla <Raymond.Revilla@AlticeUSA.com>
Subject: External E-mail - FW: Westridge Park Vacation -Urgent-
Importance: High

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Hello again!

Just wanted to check up on this and see if there was any progress made. We will need comments no later than Tuesday, February 14, 2023. Thanks!

From: Alexandra Walling
Sent: Thursday, February 2, 2023 8:36 AM
To: Luis Montez <Luis.Montez@AlticeUSA.com>; eron.zapata@alticeusa.com; raymond.revilla@alticeusa.com
Subject: Westridge Park Vacation -Urgent-
Importance: High

Good morning,

Parkhill has requested to vacate the above described Right of Way (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7409 if you have any questions.

Thank You,

Alexandra Walling
Planner
Planning Division
Development Services
O. 432-685-7409
awalling@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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Alexandra Walling

From: Ruben Guerra <ruben.guerra@astound.com>
Sent: Thursday, February 2, 2023 11:34 AM
To: Alexandra Walling
Subject: Re: Westridge Park Vacation -Urgent-

Astound has no network on any poles in this location, we are underground in the TXDOT ROW.

Thank You
Ruben Guerra
Construction Coordinator
O: 432-272-3088
C: 432-653-9369
Ruben.Guerra@astound.com
Astound Business Solutions
Powered by RCN | Grande | Wave
astound.com

On Thu, Feb 2, 2023 at 8:38 AM Alexandra Walling <awalling@midlandtexas.gov> wrote:

> Good morning,
>
> Parkhill has requested to vacate the above described Right of Way (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7409 if you have any questions.
>
> Thank You,
>
> Alexandra Walling
>
> Planner
>
> Planning Division
>
> Development Services
>
> O. 432-685-7409

awalling@midlandtexas.gov







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Alexandra Walling

From: GONZALEZ, VINCENT J <vg064q@att.com>
Sent: Friday, February 10, 2023 9:08 AM
To: Elizabeth Shaughnessy
Cc: Alexandra Walling
Subject: RE: Westridge Park Vacation -Urgent-

We do not have any facilities that are going west on Champions Dr from Loop 250. AT&T is ok with the vacation.

Vincent Gonzalez
Manager Outside Plant & Engineering Design
410 W Missouri Ave, 2nd Flr
Midland, TX 79701
(432) 559-2890 | vg064q@att.com

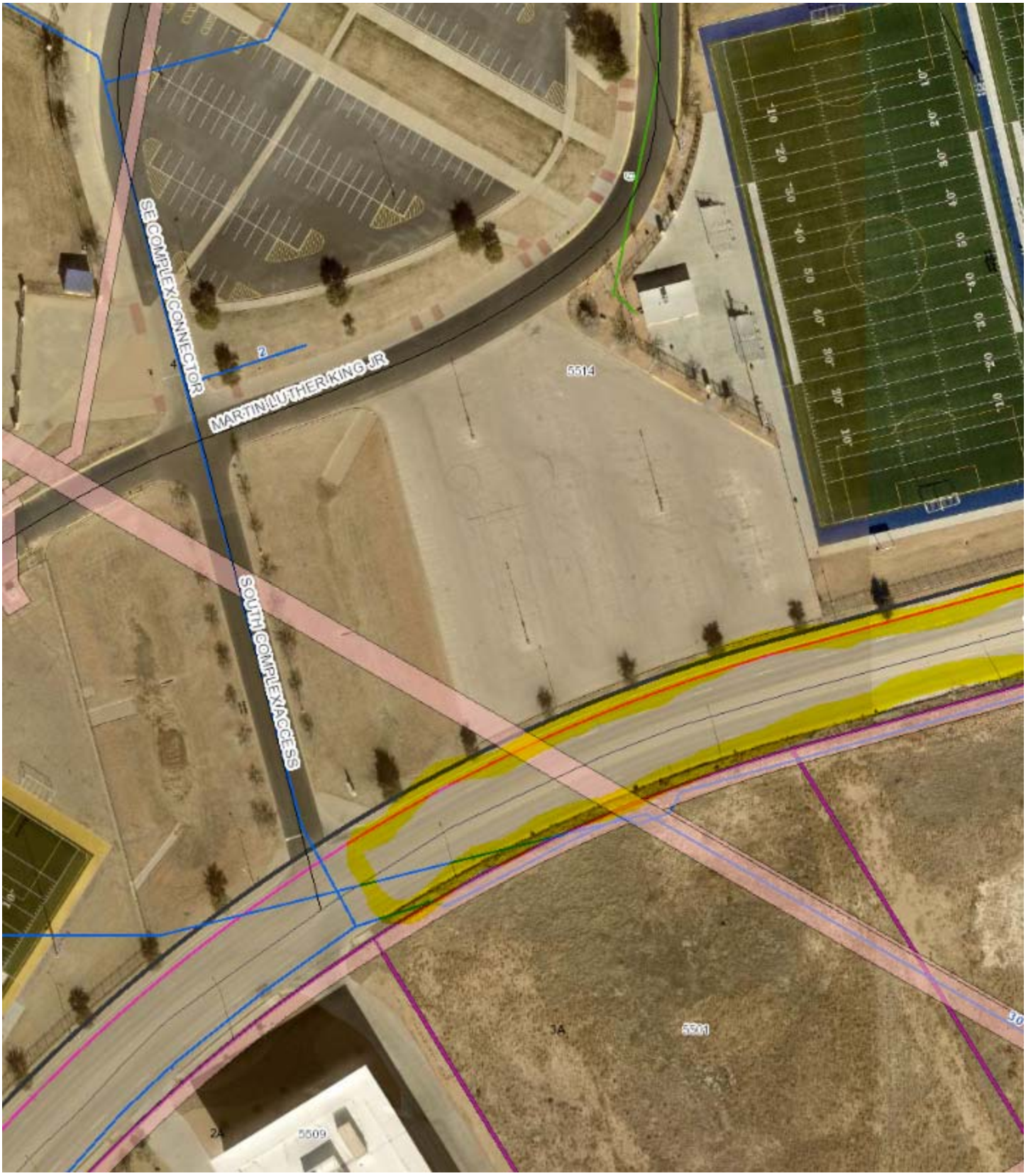
This e-mail and any files transmitted with it are AT&T property, are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other uses, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Friday, February 10, 2023 9:01 AM
To: GONZALEZ, VINCENT J <vg064q@att.com>
Cc: Alexandra Walling <awalling@midlandtexas.gov>
Subject: RE: Westridge Park Vacation -Urgent-

Good morning, Vincent,

We do understand that you have utilities running through this road. However, if we leave an easement, you will still have access and no building can be constructed on that segment.

Please refence image below:



As you can see from the image the football field was built over your utilities, based on the image you provided, however no building is built over it.

Does this change your position?

Best Regards,

Elizabeth Shaughnessy

Planning Division Manager

From: Alexandra Walling <awalling@midlandtexas.gov>
Sent: Friday, February 10, 2023 8:51 AM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: FW: Westridge Park Vacation -Urgent-

From: GONZALEZ, VINCENT J <vg064q@att.com>
Sent: Friday, February 3, 2023 5:13 PM
To: Alexandra Walling <awalling@midlandtexas.gov>
Subject: RE: Westridge Park Vacation -Urgent-

That is a TXDOT right of way already along Loop 250. Which we have utility easements in ROW which we will not vacate.

Vincent Gonzalez
Manager Outside Plant & Engineering Design
410 W Missouri Ave, 2nd Flr
Midland, TX 79701
(432) 559-2890 | vg064q@att.com

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From: Alexandra Walling <awalling@midlandtexas.gov>
Sent: Friday, February 3, 2023 3:25 PM
To: GONZALEZ, VINCENT J <vg064q@att.com>
Subject: RE: Westridge Park Vacation -Urgent-

Is it possible to create an easement in that spot?

From: GONZALEZ, VINCENT J <vg064q@att.com>
Sent: Friday, February 3, 2023 9:51 AM
To: Alexandra Walling <awalling@midlandtexas.gov>
Subject: RE: Westridge Park Vacation -Urgent-

We will not vacate this area. We should be 42”-48” below grade if this is an issue for them they will have to pay us to relocate which will be a big project. We have major business circuits going through this. They will have to contact me to get the process started.

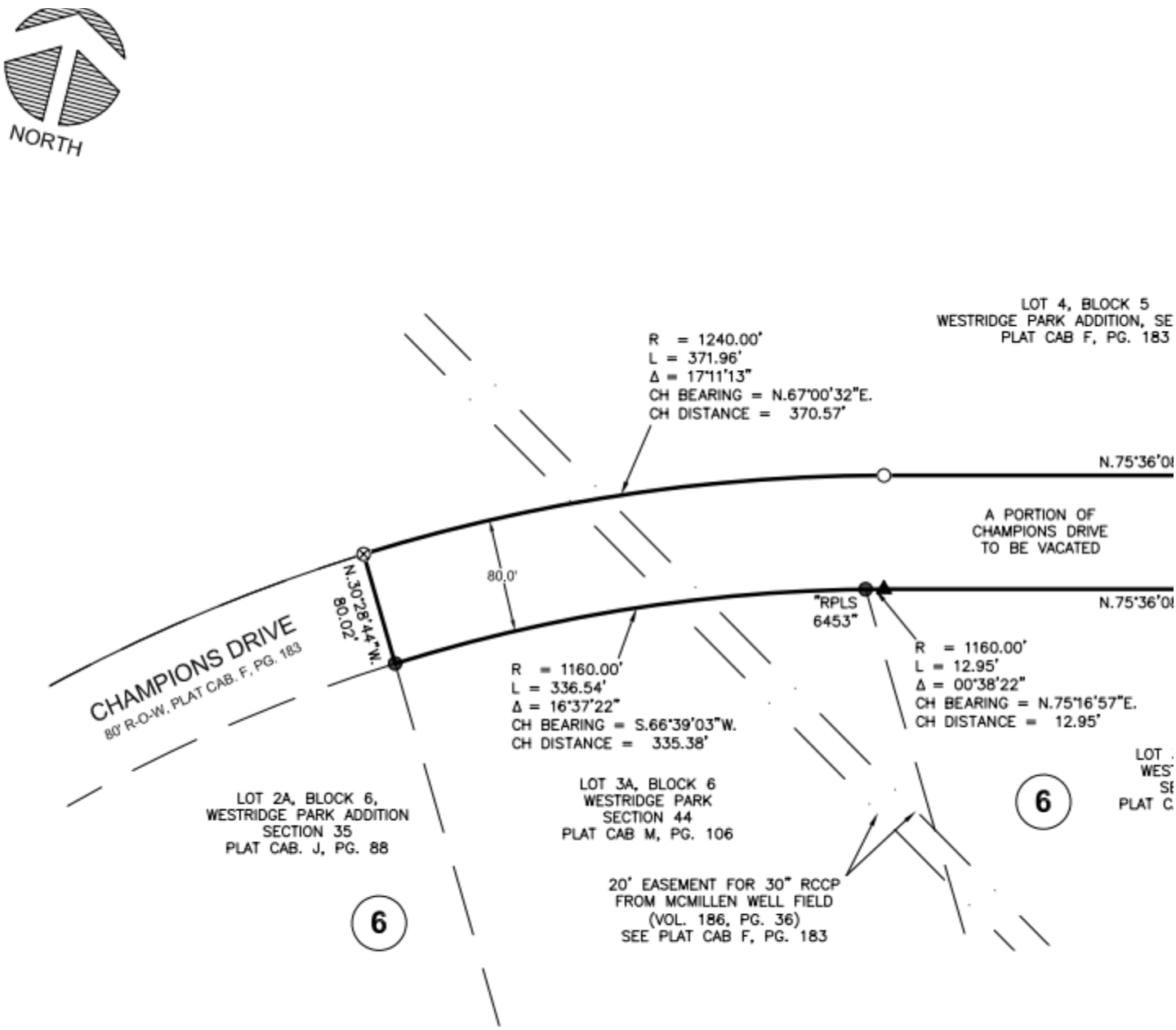
Vincent Gonzalez
Manager Outside Plant & Engineering Design
410 W Missouri Ave, 2nd Flr
Midland, TX 79701
(432) 559-2890 | vg064q@att.com

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From: Alexandra Walling <awalling@midlandtexas.gov>
Sent: Friday, February 3, 2023 8:07 AM
To: GONZALEZ, VINCENT J <vg064q@att.com>
Subject: RE: Westridge Park Vacation -Urgent-

Morning Vincent,

I really appreciate your response! It looks like some of the lines will crossover Champions Dr. since they are vacating all the way up to the Loop. Will this be an issue for y'all? Just wanted to double check.



From: GONZALEZ, VINCENT J <vg064q@att.com>
Sent: Thursday, February 2, 2023 3:17 PM
To: Alexandra Walling <awalling@midlandtexas.gov>
Cc: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: RE: Westridge Park Vacation -Urgent-

We do have fiber that is running North and South in the TXDOT ROW crossing Champions Dr. We do not have anything going west from Loop 250 on Champions Dr.



Vincent Gonzalez
Manager Outside Plant & Engineering Design
410 W Missouri Ave, 2nd Flr
Midland, TX 79701
(432) 559-2890 | vg064q@att.com

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From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Thursday, February 2, 2023 8:36 AM
To: GONZALEZ, VINCENT J <vg064q@att.com>
Cc: Alexandra Walling <awalling@midlandtexas.gov>
Subject: FW: Westridge Park Vacation -Urgent-
Importance: High

Vincent,

This is in your area.

Thanks,
Jerry

From: Alexandra Walling <awalling@midlandtexas.gov>
Sent: Thursday, February 2, 2023 8:30 AM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: Westridge Park Vacation -Urgent-
Importance: High

Good morning,

Parkhill has requested to vacate the above described Right of Way (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7409 if you have any questions.

Thank You,

Alexandra Walling
Planner
Planning Division
Development Services
O. 432-685-7409
awalling@midlandtexas.gov





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ATMOS energy

ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Alexandra Walling
Planner/Planning Division
300 N. Loraine
Midland, Texas 79701

February 10, 2023

Re: Case Name: Westridge Park Vacation
Case Number: V-22-0045

Alexandra,

Atmos Energy currently has facilities located within the above-described Right of Way along Champions Drive. We currently have a gas main along the South side of this right of way that extends approximately 25ft. onto the proposed vacate area near the West boundary. Atmos would have no objection to this vacation however if no easement is designated we would need to retire this line. Any retirement costs would be passed on to the individual or entity requesting the vacate.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
432-967-0370 cell
mark.lieb@atmosenergy.com








SPEED
LIMIT
30

City Council Meeting

Item Number: 32

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Cristina Odenborg Burns, Director of Community Services

Subject: RESOLUTION APPOINTING A BOARD MEMBER TO THE MIDLAND DOWNTOWN PARK CONSERVANCY BOARD OF DIRECTORS; AND DIRECTING THE CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND DOWNTOWN PARK CONSERVANCY (COMMUNITY SERVICES) (DISTRICT 2)

Purpose:

Consider a resolution appointing a board member to the Midland Downtown Park Conservancy Board of Directors; and directing the City Manager to deliver a copy of this resolution to the Midland Downtown Park Conservancy.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Discussion:

In August 2018, the City Council appointed three (3) directors to the Midland Downtown Park Conservancy Board of Directors. The three directors all have staggered terms. Mr. David Byrd's term will expire on September 31, 2023, and is not eligible for another term. Three citizens have applied to serve on the board: Gustavo Gonzalez, James Rex, and Lee Sanchez.

When the City entered into a Downtown Open Space Development Agreement, part of the agreement references a Conservancy Board of Directors to oversee the operations and maintenance of the downtown park.

The Board of Directors include a total of seven (7) members. Three appointed by the City, one appointed by the Scharbauer Foundation, one appointed by Concho, one by the Downtown Midland Management District, and one at-large. The current City appointed directors include: Barry Beal, Jr.; David Byrd; and Sharla Hotchkiss.

Attachments:

Gustavo Gonzalez Application
James Rex Application
Lee Sanchez Application

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPOINTING A BOARD MEMBER TO THE MIDLAND DOWNTOWN PARK CONSERVANCY BOARD OF DIRECTORS; AND DIRECTING THE CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND DOWNTOWN PARK CONSERVANCY

WHEREAS, the City of Midland, Texas and the Midland Downtown Park Conservancy (the "*Conservancy*") entered into that certain Downtown Open Space Development Agreement for the purpose of developing Lot 1A, Block 54, and Lot 1A, Block 55, Original Town Addition, Section 14, City and County of Midland, Texas, as a high quality urban park and open space, with related facilities and amenities for the use and enjoyment of residents and visitors of the City for recreational and educational purposes, and for the beautification of and to attract business and business patrons to downtown Midland; and

WHEREAS, the bylaws of the Conservancy provide that three (3) positions on the Conservancy's Board of Directors shall be filled by a duly-approved resolution of the City Council of the City of Midland, Texas; and

WHEREAS, the term of one of the three positions on the Conservancy's Board of Directors is set to expire; and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to appoint _____ to the Conservancy's Board of Directors;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS;

SECTION ONE. That _____ is hereby appointed to the Board of Directors of the Midland Downtown Park Conservancy.

SECTION TWO. That the City Manager is hereby directed to deliver a copy of this Resolution to the Midland Downtown Park Conservancy.

On motion of Council member _____, seconded by Council member

_____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

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: 1/6/2023

Name: GUSTAVO GONZALEZ

Phone: 432-257-2009 **(Home)**

Address: 6609 MOSSWOOD DR

432-257-2009 **(Business)**

MIDLAND TX 79707

Email: GGONZALEZ@ODSEP.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 6 **years.**

Occupation: Chief Comercial Officer for Odessa Separator Inc

Professional and/or Community Activities:

SPE - Society of Petroleum Engineers (Chair Program), SWPSC (Program Committee Member)

SPE- Volunteer Activities in the permian such as West Texas Food bank, social events thru SPE Permian Basin

What is your personal vision for the City?

My vision of Midland is a place where Midlanders feel proud about the city, a safe place where the community feels protected and wants to raise their families. I beleive in our local market, skills and talents from the comunity where we can create more events such as concerns, theatre, festivals, Opera, Art shows, etc,

Please specify any time constraints you may have.

Once a month I need to travel to Houston, Denver or Dallas due to business meetings. But these trips are scheudle with at least 2 weeks in advance

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:

Midland Downtown Park Conservancy Board

Please tell us why you are interested in serving on this board or commission.

I can add value to the Board, and help them to protect and create innovate ways to have the community participating and using our green areas, as well of making these social areas more enjoyable.

What contribution would you most like to make?

My brackgroud is an Industrial Engineering, but has been involve in the Oil and Gas from the past 10 years. but I have some engineering knolowage and Financial/Operational backgroud that could help the board.

Additional pertinent information or references:

My current position involves a lot of constant communication with people from E&P companies that are either moving to Midland or already live in Midland. If they want some references: Paula Tocora (Enviromental Eng from ConocoPhillips), Seth Riddle

(2) Name of Board/Commission:

Oil and Gas Advisory Committee:

What contribution would you most like to make?

I have more than 10 years of experience in the Oil and Gas industry including US and Overseas shales. Manageing personnel and working in conjuction with a very diverse group of people from different countries.

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:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

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: 2/3/2022

Name: James Rex

Phone: 281-785-9447 **(Home)**

Address: 5200 Briarwood #15301

432-688-4454 **(Business)**

Midland Texas 79707

Email: jryanrex@hotmail.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 4 **years.**

Occupation: Assistant Chief Investigator - Midland DA's Office

Professional and/or Community Activities:

Board Member - Midland West Rotary Club, Service Director - Midland West Rotary Club, Member - Midland West Rotary Club, Member - Northeast Midland Volunteer Fire Department

What is your personal vision for the City?

My personal vision for Midland is a city that is a destination. I would like for Midland to be a destination, not just for out of town visitors, but for residents of Midland as well. Instead of considering a weekend trip to Lubbock or the Metroplex, I envision Midland as a place where residents are perfectly content to stay at home and meet out of town visitors at parks, restaurants, and venues.

Please specify any time constraints you may have.

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:

Midland Downtown Park Conservancy

Please tell us why you are interested in serving on this board or commission.

Parks and green spaces greatly contribute to the quality of life of residents and to the draw a city has for out of town visitors. I would to make sure our downtown park maintains its excellence and continues to improve and progess as a premier park destination.

What contribution would you most like to make?

I worked many years in high school and college in parks maintenance. I also regularly utilize several Midland parks. I would just hope to contribute my unique perspective and experience in matters of the park conservancy.

Additional pertinent information or references:

Rowdy Stilwell; Operations Manager - McClure Oil Company; 5700 Oak Valley, Midland, Texas 79707; 432-288-2026

Lisa Borden; Trial Team Chief, 385th District Court, Midland County DA's Office, 500 N. Loraine, Midland; 432-688-4411

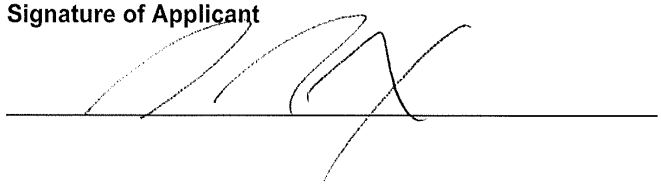
(2) Name of Board/Commission:

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:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

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: 1/19/2023

Name: Lee Sanchez

Phone: 432-853-5659 **(Home)**

Address: 5105 King Richards row

432-218-8640 **(Business)**

Email: Lee@sculpt-haus.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 34 **years.**

Occupation: Nurse Practitioner/Self-employed

Professional and/or Community Activities:

Owner of Sculpt Haus Medical Spa, and Sip Haus Cocktail Lounge. Previous owner of Trinity Providers Home Health.

What is your personal vision for the City?

I would like to see Midland continue to develop, grow, and expand, especially in areas of entertainment, hospitality, and recreation.

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:

Park Conservancy Board

Please tell us why you are interested in serving on this board or commission.

I believe the park is the hub of downtown. The parks development and maintenance is crucial to the success of businesses in downtown Midland.

What contribution would you most like to make?

I would like to head a project that encourages increased attendance activities, and overall use of the park.

Additional pertinent information or references:

Jessica Rule (432)230 - 2328

Brennan Berry (646)460 - 4778

Scooter Brown (432)889-5080

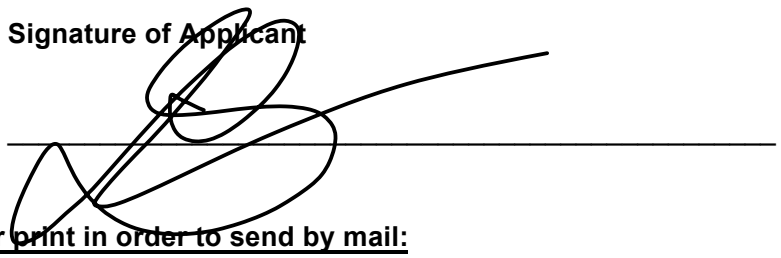
(2) Name of Board/Commission:

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:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

City Council Meeting

Item Number: 33

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION OF NO OBJECTION TO LEGACY-MIDLAND WOODCREST PARTNERS, LP'S, APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2023 COMPETITIVE 4% HOUSING TAX CREDITS FOR LEGACY SENIOR RESIDENCES (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Purpose:

Resolution of no objection to Legacy-Midland Woodcrest Partners, LP, application to the Texas Department of Housing and Community Affairs for 2023, 4% Housing Tax Credits for Legacy Senior Residences.

Recommended City Council Action:

Approve

Fiscal Impact:

No fiscal impact

Discussion:

Legacy-Midland Woodcrest Partners, PL organization for Texas Department of Housing and Community Affairs 4% Housing tax credit application; the City Council of the City of Midland, Texas, hereby confirm that it has no objection to the proposed 201 units apartments. The proposed developed development is located at 4805 Andrews Highway, Midland Texas; providing that this formal action has been taken to put on record the opinion expressed by the city; and authorizing and directing the City Secretary to certify the resolution to the Texas Department of Housing and Community Affairs.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION OF NO OBJECTION TO LEGACY-MIDLAND WOODCREST PARTNERS, LP'S, APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2023 COMPETITIVE 4% HOUSING TAX CREDITS FOR LEGACY SENIOR RESIDENCES

WHEREAS, Legacy-Midland Woodcrest Partners, LP, has proposed a development for affordable rental housing of two hundred one (201) units that will be located at 4805 Andrews Highway, Midland, Texas named Legacy Senior Residences; and

WHEREAS, Legacy-Midland Woodcrest Partners, LP, has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2023 Competitive 4% Housing Tax Credits for the development of Legacy Senior Residences;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City of Midland, Texas, acting through its City Council, hereby confirms that it has no objection to the proposed construction of Legacy Senior Residences located at 4805 Andrews Highway, Midland, Texas, and that this formal action has been taken to put on record the opinion expressed by the City on February 28, 2023.

SECTION TWO. That for, and on behalf of, the City Council, the City Secretary, or her designee, is hereby authorized, empowered and directed to certify this Resolution to the Texas Department of Housing and Community Affairs.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 34

Meeting Date: February 28, 2023

To: City Council / City Manager

From: Mark Widmann, Director

Subject: MOTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF MIDLAND AND AN EXECUTIVE SEARCH FIRM FOR RECRUITMENT SERVICES IN CONNECTION WITH THE HIRING OF A NEW CITY MANAGER (DISTRICT: ALL) (ADMINISTRATIVE SERVICES)

Purpose:

Approval of a motion to authorize the execution of an agreement for the purpose of performing an executive search for a new City Manager.

Recommended City Council Action:

Approve

Fiscal Impact:

The total cost is between $24,900 and $27,400 plus optional services, funded from the General Fund operating budget.

Discussion:

The City received two (2) quotes for the City Manager executive search. The quotes received are from Baker Tilly and Strategic Government Resources (SGR). The following is an outline of each quote received:

Baker Tilly:

The executive recruitment process includes five (5) major tasks:

1. Recruitment brochure development and advertising;

2. Execution of recruitment strategy and identification of quality candidates;
3. Screening of applications, review of semifinalists, and selection of finalists;
4. Background report checks, reference checks, social media presence, and academic verifications;
5. Final interview process.

The typical timeline for the executive recruitment process is 100-120 days from project kickoff to extending an offer of employment.

The fees are billed in four (4) installments:

1. 30% upon execution of the agreement;
2. 30% at Phase 1 (Tasks 1 & 2);
3. 30% at Phase II (Tasks 3 & 4);
4. 10% at Phase III (Task 5).

The proposed fee for services is a total all-inclusive fee of $26,950. Optional services for consideration include a web-based community survey at a fee of $1,650, and additional work beyond the scope of the project is billed at $300 per hour plus expenses.

A triple guarantee is provided. First, Baker Tilly will commit to recruitment until a finalist is selected and an appointment is made; second, executive recruitment is guaranteed for 12 months against separation, voluntary or involuntary. If external candidate separation occurs, the executive search will be repeated at no additional professional fees, and third, Baker Tilly will not directly solicit any candidate selected under the agreement for any other position while the candidate remains employed by the City.

Strategic Government Resources (SGR):

The full-service recruitment typically entails the following nine (9) steps:

1. Organizational inquiry and analysis;
2. Advertising and marketing, communication with applicants and prospects;
3. Initial screening and review;
4. Search committee briefing to facilitate selection of semifinalists;
5. Evaluation of semifinalist candidates;
6. Search committee briefing to facilitate selection of finalists;
7. Evaluation of finalist candidates;
8. Interview process;
9. Negotiations and hiring process.

The projected timeline is approximately 15 weeks.

The fees are billed in three (3) equal installments during the course of the recruitment.

The recruitment cost is a not-to-exceed price of $24,900. Ad placement costs are not included in the not-to-exceed price, and the ad costs are estimated to be between $1,750 and $2,500.

Therefore, the total cost (not-to-exceed and ad costs) is between $26,650 and $27,400.

Multiple supplemental services are available for additional fees.

Service guarantee SGR guarantees that the City will be satisfied with the full-service recruitment process results, or they will repeat the entire process one additional time and charge only for expenses. Also, if a selected SGR-vetted candidate resigns or is released within 18 months of their hire date, SGR will repeat the process one additional time and charge only for expenses.

Tina Jaug

City Manager's Office



February 10, 2023

City of Midland, Texas

Proposal to provide executive recruitment of a City Manager

February 10, 2023

Baker Tilly US, LLP
2500 Dallas Parkway, Suite 300
Plano, TX 75093
T: +1 (972) 748 0300
F: +1 (214) 452 1165
bakertilly.com

Mr. Mark Widmann
Administrative Services Director
City of Midland
300 North Loraine
Midland, TX 79701

Delivered electronically

Dear Mr. Widmann:

This proposal marks the beginning of a valuable relationship we plan to build with the City of Midland (the City). Based on what we have learned from you in our conversations, we are confident we are the right fit to serve you with forward-thinking executive recruitment services so you can keep your focus where it belongs: serving your citizens. Our proposal meets your requirements and describes our unique proposition to enhance and protect value while meeting your key objectives:

We believe that our record of successfully placing qualified and very accomplished professionals, along with our extensive experience providing executive recruitment services to cities, counties and other public-sector organizations nationwide, will be beneficial for your recruitment and will allow us to find the candidate who has the traits, skills, experience and overall competence you desire for your organization.

We know that you have options when it comes to selecting an executive recruitment firm. However, we believe that our unique approach, highly regarded customer service, record of success, our experience and overall ability to identify, recruit and place top-level executives in similar roles, sets us apart from our competitors. Additionally, we offer the following unique features:

- Customized profile development
- Proprietary management/leadership assessment reports
- Link to one-way semifinalists' video interview responses to position specific questions
- Proprietary online application and document management tool

As your Value Architects™, we are determined to support you in achieving your mission to help you identify your next City Manager. Thank you for the opportunity to serve you. Our team is excited to earn your trust, and, as always, we look forward to discussing your questions and feedback.

Sincerely,

BAKER TILLY US, LLP

Edward G. Williams, Ph.D., Director
+1 (214) 608 6363 | edward.williams@bakertilly.com

Anne Lewis, Director, Practice Leader
+1 (703) 923 8214 | anne.lewis@bakertilly.com

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“ Baker Tilly is responsive, interactive and produces the results they say they will. We are very pleased with the services they provide and consider Baker Tilly a leader among accounting and advisory firms.

Controller

bakertilly

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Executive summary

What makes Baker Tilly different from other firms? Our solution truly begins by listening to what the City of Midland needs.

Understanding your needs to help achieve your objectives and mission

We understand the City of Midland is looking for a timely, effective, efficient, responsive, well-managed and thorough search process to recruit and identify highly qualified candidates for you to identify your next City Manager.

Baker Tilly public sector executive recruiters will collaborate with you or your designated staff, to understand the traits, attributes, capabilities and overall qualifications that are most important to your organization for this recruitment. The information we gather helps us customize colorful and informative marketing, recruitment and outreach strategies, and materials that present the City of Midland as a fiscally sound, well-managed, municipal organization committed to service delivery excellence, trusted leadership and community. Additionally, we present the City of Midland as a diverse and dynamic, thriving community and key player in the nation's energy industry, home of large international corporations, a growing economy and the second highest personal income in the United States. The City is also proud to be the hometown of former First Lady Laura Bush and the former home of two U.S. Presidents, George H.W. Bush, and George W. Bush and one of the greatest places to live in the United States

We recognize that there is significant competition for experienced local government managers, leaders and executives today. For this reason, we collaborate with you to develop recruitment strategies that include an aggressive marketing, recruiting and candidate outreach campaign. As you know, a successful recruitment often depends upon the ability to reach successful executives who may not necessarily be in search of new employment opportunities or who may be waiting for the right opportunity. Thus, we use our existing resources, successful methods and approaches to inform and encourage qualified professionals to consider and apply for opportunities such as those you may have in your organization. We believe that these efforts are essential to ensuring that your City Council receives and can select from many qualified candidates.

Baker Tilly manages and tracks applicant information and provides regular communication, updating the applicants on the status of each recruitment. Our communications are always professional and respectful.

We take pride in our ability to provide your City Council with comprehensive details and information about each candidate we present; expanding beyond applications, cover letters and resumes to better understand, compare and contrast individual professional experience, leadership traits and the management style he or she would bring to your organization. Furthermore, we explore and attempt to understand their motivation for pursuing each career opportunity. We also can provide you with a fully customized interview process to include suggested questions, interview day scheduling and planning, as you deem necessary or appropriate. Additionally, the lead consultant is available to you or your designee, before during and after each interview session and can facilitate your deliberations and employment offer and negotiations with the individual you select as finalist.

Enhancing and protecting your value: our future together

We are prepared to tailor our service methodologies to your specific needs and develop real outcomes to your organization's challenges — as evidenced by our team's understanding of the City of Midland and the distinctive factors that impact your organization. We will continue to deepen our understanding of the City's objectives and are ultimately dedicated to helping you achieve your mission. **After all, your mission is our mission.**

Our highly regarded executive recruitment process includes five major tasks:

TASKS	PROCESS
1. Recruitment brochure development and advertising	• We schedule and meet with the City Council and key stakeholders, as instructed, to understand your leadership vision, strategic direction and candidate expectations, then use the information we gather to develop a candidate profile, which will require your input and final approval. We consider the profile our search baseline.
2. Execution of recruitment strategy and identification of quality candidates	• Using the profile you approve, we develop a colorful, informative and appealing brochure, then embark on a national or regional targeted marketing, recruitment and outreach campaign to identify individuals who best match your desired profile. • Additionally, we simultaneously launch a direct applicant outreach campaign targeting eligible prospects who we identify by building a detailed query into our searchable applicant database. • We use NeoGov as our online application system. It provides for an efficient management of applications and allows us to communicate in real time with applicants, thereby engaging and informing them of each step in the search process.
3. Screening of applications, review of semi-finalists and selection of finalists	• Once we identify those applicants who most closely match your desired profile, we assign them several tasks including our due diligence questionnaire and candidate questionnaire. • The engagement team conducts a comprehensive web and social media review to elicit information that could be relevant to employment and continuation in our process. • We also provide selected applicants with a link that will take them to our proprietary one-way video interview portal. There, the candidates complete a one-way video interview, answering questions designed to give us an additional perspective on each applicant’s candidacy as it relates to your desired profile. • Once we gather the responses from the items listed above, we prepare and provide you with an electronic (PDF) Semi-Finalists Report listing 10 to 15 applicants who best appear to meet your desired profile. This report includes a list of all applicants and copies of resumes, cover letters and due diligence questionnaire responses. • We then ask you to identify four or five, plus one alternate, as finalists. We ask this group to complete our management and leadership style assessment, which provides us with additional information, including development needs, strengths, personality and behavior analysis. This tool provides us with information about each finalist, which we have found to be important to the selection process.
4. Background report checks, reference	• We secure authorization from each finalist to conduct a comprehensive background records check and reports.

TASKS	PROCESS
checks, social media presence, academic verifications	• We obtain a list of up to 10 current or former supervisors, peers or direct reports from each finalist to contact as references. • We provide you with a report summarizing all responses to our customized reference questionnaire. • We verify academic credentials and professional certifications. • We conduct an exhaustive review of social and electronic media sites and other publications, to identify any information that may be relevant to the hiring of everyone you interview. • We provide a comprehensive reference check and report for each finalist.
5. Final interview process	• Once you identify your finalists, we collaborate with your designated staff to design, prepare and provide technical support to ensure a smooth, effective and efficient interview process, which may include the scheduling and support for virtual interviews. If requested, we work with the selected finalist and your designated staff to finalize an employment agreement.

THERE ARE NUMEROUS BENEFITS TO UTILIZING BAKER TILLY FOR YOUR RECRUITMENT NEEDS

We strive to distinguish ourselves from peer organizations.

Why Baker Tilly is ideally suited to serve Midland

There are many ways Baker Tilly has distinguished itself from peers in public sector executive recruitment. What makes Baker Tilly different from other firms? **Our executive recruitment solution truly begins with your needs**. The City of Midland deserves to collaborate with a provider that goes beyond checking your recruitment boxes through proactive, responsive insights, a tailored approach and communication. We encourage you to consider how the unique combination of our qualifications make us the right fit to serve the City– today and for years to come.

WHAT WE UNDERSTAND THE CITY NEEDS	HOW WE WILL DELIVER
Carefully structured process supported by technology	• Comprehensive and seamless process refined by years of interaction with local government and not-for-profit employers and prospective candidates. • Leverage the search process with technology tools including video interview system, management/leadership style assessment analysis and online application platform. • Efficient management of candidate information and provide the City Council with unique information about each candidate's leadership and management style and ability to respond extemporaneously to video questions.
Public sector recruiting specialization and experience	• Experienced executive recruitment professionals passionate about local government since all have spent a significant part of their professional careers in senior leadership positions for cities, counties and school districts. • Successful recruitment of more than 1,550 executive-level positions within cities, counties, school districts and public and not-for-profit organizations since 2000.
Thorough candidate evaluation	• Active recruitment of qualified candidates, drawing from our extensive personal and professional connections with capable individuals, assuring the City of its access to established managers and rising stars.

WHAT WE UNDERSTAND THE CITY NEEDS	HOW WE WILL DELIVER
	• Thorough evaluation of the final candidates, including detailed information from references and a careful review of background records to ensure sound professional and personal character.
Diversity in executive recruitment	• Committed to diversity in executive recruitment as a reflection of our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. • Ensure diversity is a focus of our recruitment strategy and candidate pools through involvement with the National Forum for Black Public Administrators (NFBPA) and their Corporate Advisory Council, the Local Government Hispanic Network and other organizations.
Delivering value on the City's budget	• Full-service engagement includes advertising, preparation of a recruitment brochure, background, reference and academic verification checks and up to three on-site visits. • Work closely to meet the City's needs and any unexpected circumstances that may arise during the course of your recruitment in order to expedite the recruitment, but not at the expense of finding high quality candidates.
Triple guarantee	• Focus on assisting with your executive recruitment until you make an appointment. • Guarantee your executive recruitment for 12 months against termination or resignation for any reason – or we come back to fill your City Manager position for no additional professional fee. • Commitment not to not directly solicit any candidates selected under this contract for another position while employed with your organization.
Transparency and confidentiality	• No preconceived notions or expectations about the City and prospective candidates. • Work closely with the City to make sure the process is transparent. • Ensure applications are kept confidential, where permitted by state and local laws, to ensure candidates can express interest without jeopardizing current employment to maximize the number qualified applicants.
Keeping the City involved and minimizing disruption	• Comprehensive process incorporates the active participation of the City Council at key steps in the process. • Keep decision makers fully advised and informed of all aspects of the process without requiring them to expend substantial amounts of time or putting aside other pressing issues. • City staff can stay focused on their primary and assigned functions while Baker Tilly manages the search process.

BAKER TILLY DIFFERENTIATES ITSELF FROM OTHER EXECUTIVE RECRUITMENT FIRMS

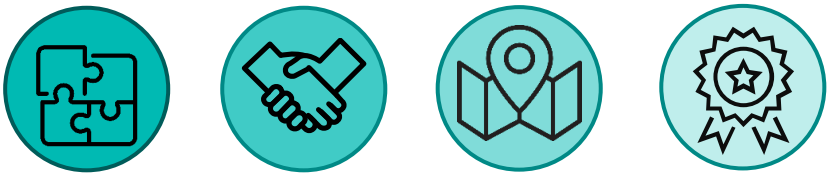
The City of Midland will benefit from our understanding of best practices within the executive recruitment space.

Meeting your needs with our resources

Our firm has the reputation, resources and reach to address the challenges you face as a public sector organization — both now and in the future.

Offering our resources: Baker Tilly at a glance

We dedicate ourselves to delivering efficiency, quality, creativity, innovation and forward-thinking solutions. We are passionate about enhancing and protecting our clients' value, which is a collective effort by everyone across our firm. The City of Midland will receive an exceptional experience for your governance team, and — ultimately — those you serve. Below are some key facts about our firm.



130+
administration recruitments

1,550+
recruitments since 2000

60+
office locations across the U.S.

250+
workplace and culture awards

COMPREHENSIVE EXPERIENCE TO SERVE YOU

Midland will receive support and guidance from a respected firm that continues to grow — as evidenced by INSIDE Public Accounting naming Baker Tilly as the 10th largest accounting firm in the United States on their 2022 IPA Top 100 list.

Celebrating more than 90 years serving our valued clients

As a future-looking firm, we celebrate more than 90 years in the marketplace by honoring our roots and continuing to shape our future. We embrace the fact that business can't stand still — and we won't stand still. As we help our clients identify new needs and opportunities, we innovate and change to work better.

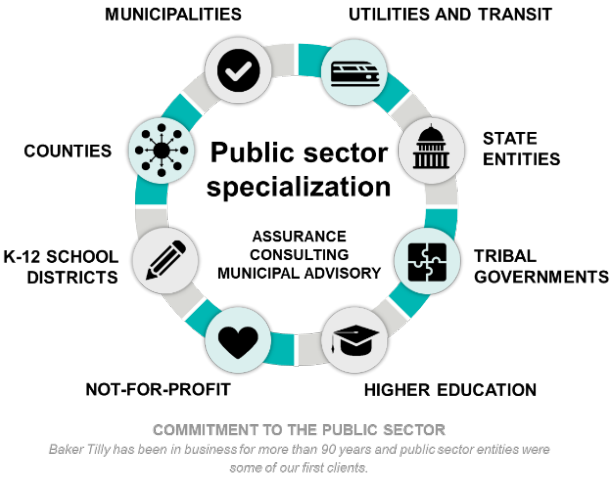
Our roots took hold in 1931 in Waterloo, Wisconsin, where we began as a public accounting firm specializing in canning factory audits. Since that time, we have grown with more than 40 different business combinations, each with its own rich history, expanding our presence coast to coast and globally and expanding our scope across industries, services and areas of expertise. One thing has not changed over time: **our shared passion for enhancing and protecting our clients' value.**

As we reimagine our lasting impact, we remain grounded in our timeless core values. Through dedication, creativity and adaptability, Baker Tilly will become more connected to our clients, our people, our communities and our profession.

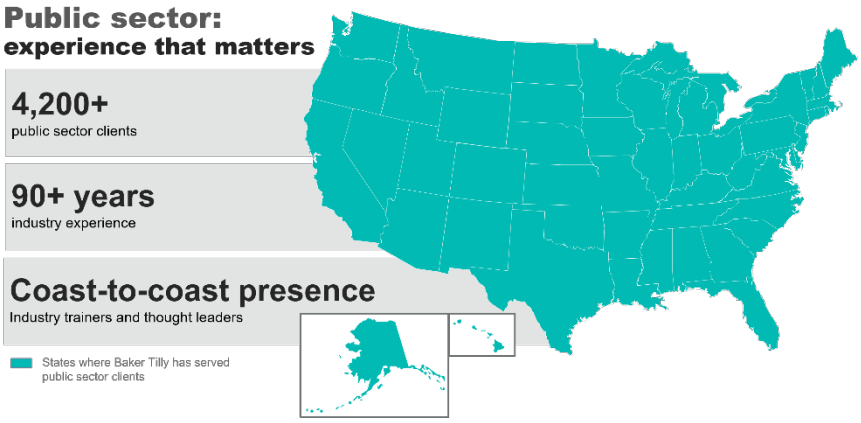
Public sector specialization

Baker Tilly has served local governments since our establishment 91 years ago. We are one of the few professional services firms with a state and local government practice dedicated entirely to serving governmental clients.

Unlike many of our contemporaries, Baker Tilly is organized by industry, not service line. What does this mean for Midland? It means you will be served by a carefully selected team that blends our public sector-focused professionals with experienced specialists in executive recruitment projects. The City will be collaborating with knowledgeable professionals who understand the specific challenges you face and provide innovative solutions to help you overcome them.



State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. Recognizing this complexity, and eager to serve as a true **Value Architect™** to the public sector, Baker Tilly formalized its dedicated public sector specialization more than 60 years ago.



More than 515 Baker Tilly professionals — including nearly 40 partners and principals — focus directly on serving state and local governments, providing hundreds of thousands of client service hours annually to the public sector. Nationwide, **our practice serves more than 4,100 state and local government entities**, including cities, counties, municipalities, school districts, public utilities and transit organizations. Your team is ready to help you find solutions to the obstacles that stand between you and your goals.

Celebrating our recent combination with Management Partners

The fast pace of change in local government – from towns to cities to counties – is not slowing down. To continue serving and improving communities, local leaders need trusted consultants to help navigate change. Leading advisory CPA firm Baker Tilly answers by acquiring Management Partners, effective October 1, 2022.

bakertilly × Management Partners

This acquisition adds a unique and significant layer of experience to Baker Tilly's robust public sector practice. These project team members are former local government leaders and managers stemming from all operational facets. They have nearly three decades of field-tested techniques and proven methodologies.

Additional organizational management and human capital services

PLANNING AND STRATEGY	MANAGING AND PERFORMANCE
• Position classification studies	• Compensation and benefit systems
• Organizational improvement studies	• Personnel policies
• Resource sharing	• Career ladders
• Strategic workforce planning	

MEETING MIDLAND'S HUMAN CAPITAL NEEDS

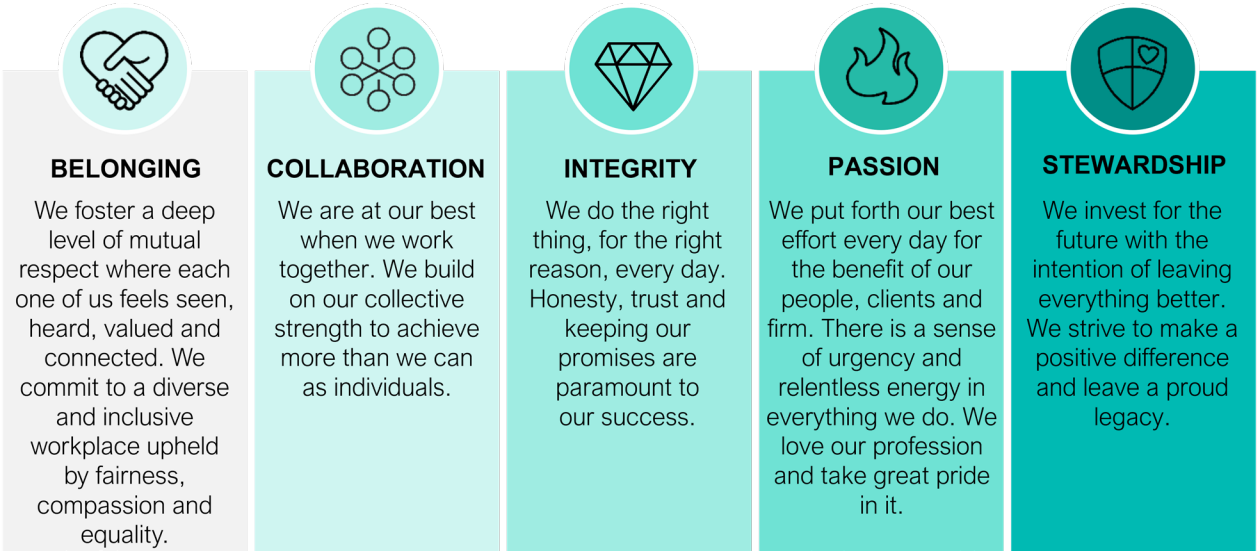
Baker Tilly provides a full array of organizational management and human capital services designed to meet the unique needs of state and local governments.

Project contacts and locations

AUTHORIZED REPRESENTATIVE	ENGAGEMENT TEAM LEADER
Anne Lewis, Director and Practice Leader 8219 Leesburg Pike, Suite 800 Tysons, VA 22182 +1 (703) 923 8214 | anne.lewis@bakertilly.com	Dr. Edward Williams, Director 2500 Dallas Parkway, Suite 300 Plano, TX 75093 +1 (214) 608 6363 | edward.williams@bakertilly.com

Standing on our values

Our core values infuse our culture and drive the way we plan to work with Midland. They are what we believe and what we expect from each other. They guide our decisions, inspire our actions and gauge how we do business. They are shorthand for what we stand for — and what we stand against. Our core values are fundamental and timeless and come to life through our own experiences and personal expression. Our core values are highlighted below.



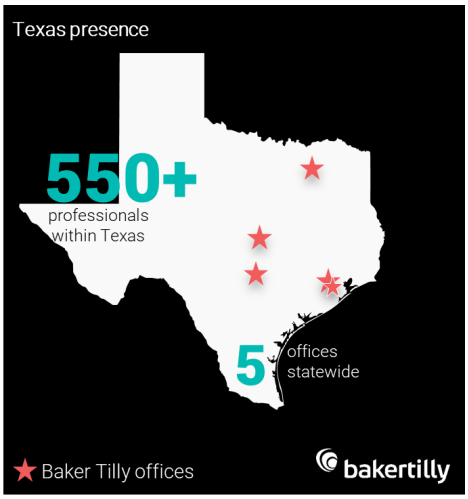
SHARED CULTURES, VALUES, PHILOSOPHIES AND GOALS

Midland and Baker Tilly have a strong cultural fit, and our commonalities will lay the foundation for trust, open communication, a seamless project approach and an enduring relationship.

For additional information on Baker Tilly's prioritization of Diversity, Inclusion and Belonging for Success (DIBS), please see **Appendix A**.

Pairing local services with national resources

Midland will be a valued client, and you should expect to receive exceptional service. To be accessible and responsive to the City throughout this engagement, your engagement team will be led from our Plano office to minimize travel costs, strengthen the relationship and improve efficiencies.



Baker Tilly's presence in Texas includes five offices in the Lone Star state. Baker Tilly has more than 550 professionals statewide, including the Dallas area, Austin and Houston. Our professionals have been serving the area for more than 20 years and support a diverse client base in the state.

In recent years, Baker Tilly's Texas presence expanded dramatically — both through organic growth and through strategic combinations with local firms — to serve our growing number of Texas clients. We are well-versed in state regulatory requirements and value our local government clients throughout Texas including, but not limited to, the following entities:

• City of Abilene	• City of Athens
• City of Baytown	• City of Beaumont
• City of Beeville	• City of Corpus Christi
• City of Dallas	• City of Denton
• City of DeSoto	• City of El Paso
• City of Missouri City	• City of Pflugerville
• City of Port Arthur	• City of Sugar Land
• Harris County	• North Texas Municipal Water District
• Tarrant County College District	• West Travis County Public Utility Agency

Best Workplaces™ in Texas — Great Place To Work. USA 2021

AMERICA'S BEST LARGE EMPLOYERS — Forbes 2022 — POWERED BY STATISTA

DALLAS BUSINESS JOURNAL — BPtW — 2021 BEST PLACES TO WORK

Serving Midland effectively from anywhere

Baker Tilly goes to market by industry and service specialization, so we assign team members based on skill set rather than geographic location. Each team member selected to serve the City will bring individual strengths that directly benefit your engagement. Based on our understanding of your needs, we can provide the best service by managing our relationship with the City out of our Plano, Texas office based on a similar experience serving organizations like yours.

Your engagement team has the technology tools to support the City in meeting objectives from anywhere. None of this is new to our Baker Tilly professionals. We have led a borderless client service approach for many years and are adept at providing a seamless remote experience for all clients, whether they are

down the street, on the other side of the country or across the ocean. Every Baker Tilly professional receives a laptop and remote access credentials to connect to our internal network resources from outside the office.

Your team is only a day away for face-to-face meetings, if appropriate — the same level of commitment we provide “local” clients. When we are not able to meet in person, we leverage Microsoft Teams, our web conferencing software, to host remote meetings. It is almost as good as being in the same room and saves everyone time, cost and carbon footprint. This approach has been very successful for similar clients and we will make sure it is successful for you.

The Baker Tilly executive recruitment team will work closely with the City’s designated point of contact to develop methods to complete all aspects of our established search processes using existing technologies and ensuring the overall safety of all involved, which may require virtual or telephonic meetings or interviews. Notwithstanding, we will creatively collaborate with your organization to gather and provide you with critical information essential to your hiring decisions.

When the time arrives for the City Council to interview candidates, we will respect and comply with the guidelines established and recommended by local, state or federal, public health or medical professionals, including social distancing and related guidelines or protocols, as necessary.

Providing executive recruitment services

Our relationship-driven approach is led by an engagement team who delivers a cost-effective, quality engagement for Midland. We will deliver executive recruitment solutions that address the City's underlying complexities and your unique opportunities.

The Baker Tilly executive recruitment process

Task 1: Kickoff, marketing, recruitment and outreach

Your recruitment will be national and inclusive in nature, with a candidate pool of diverse, experienced and talented individuals.

Our comprehensive recruitment process begins with the development of a detailed marketing and recruitment brochure, which includes specific details, outlined in the candidate profile, which we consider the most important first step in your recruitment process. The candidate profile includes important details such as required and desired education, professional certifications, professional experience, leadership traits and attributes, management style and related personal characteristics. These qualifications may serve as predictive indicators of the success of your next City Manager. The recruitment brochure will also include key information about your city, local community and information that captures and conveys the essence of your organization.

To launch the project, the engagement team leader will meet (on-site or virtually as allowed by established social distancing and stay at home regulations) with the City Council or designee to discuss your desired and required qualifications and coordinate stakeholder input, upon the direction of the City Council. During this meeting, we also gather information on your strategic initiatives, goals and objectives, organizational culture, reporting structures and similar information. Additionally, we attempt to understand the overall scope and responsibilities of your next City Manager, including individual and organizational goals. We also attempt to understand the key issues, challenges and opportunities your City Manager will face. Additionally, we gather information about the total rewards (compensation and benefits) you offer for this position. [See example of a recruitment brochure in **Appendix B**.]

During this part of our process, the engagement team leader will work with the City Council or designee to reach consensus on the leadership traits and management style you desire your next City Manager will bring to your organization. Additionally, we identify the qualifications, experience and education you desire and/or require. We then use our proven strategies to identify other key competencies and work values that many organizations would typically associate with individual success in similar positions nationwide.

Once we gather all necessary information, we prepare a draft recruitment brochure for your review and approval. We then update the brochure or make your suggested edits or revisions, then launch your executive search. As you can see, the candidate profile is central to our strategy and outreach.

The project team will also work with the City to develop an advertising and marketing strategy to notify potential candidates about the vacancy and conduct an open recruitment that encourages applications from a talented and diverse pool of candidates.

Our team will place ads in appropriate professional publications, websites and local print media, if required, and coordinate with City staff to include information about the search on the City's social media platforms. Additionally, Baker Tilly has a high traffic website which includes an exclusive location dedicated to encouraging potential candidates to upload their resumes. The aggressive advertising and marketing campaign for top talent will include national, state, regional and local elements as determined during our initial meetings with the City's representatives. Our customized mailing list, selected from our extensive database and contacts collected at appropriate public-sector conferences, will be utilized to further promote the City Manager position.

ADVERTISEMENTS FOR THE CITY MANAGER POSITION COULD BE PLACED WITH:
International City/County Management Association
Texas Municipal League
Local Government Hispanic Network
Careers in Government (careersingovernment.com)
LinkedIn
Engaging Local Government Leaders
National Forum for Black Public Administrators

BAKER TILLY PLACES ADS IN PROFESSIONAL PUBLICATIONS, WEBSITES AND LOCAL PRINT MEDIA

We will work with Midland to develop an advertising and marketing strategy to notify potential candidates about your City Manager position.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Position profile and recruitment brochure development	• Onsite or virtual interview with the City • Baker Tilly will receive information regarding Midland's budgets, organizational charts, images, logos, etc. • Develop draft documents (recruitment brochure, advertisement, marketing letter and timeline)	2 weeks
Approve brochure, begin advertising and distribute marketing letter	• Brochure sent to the City for final approval • Begin advertising and distribution of recruitment brochure	2 weeks

Task 2: Execution of recruitment strategy and identification of quality candidates

Utilizing the information developed in Task 1, Baker Tilly will identify and reach out to individuals who will be outstanding candidates for the position of City Manager. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, if a potential candidate is presented with the opportunity directly and in the proper manner, he or she may apply. We take pride in our ability to locate highly qualified candidates across the nation based on the professional contacts and relationships we have developed and maintained over many years.

Our exhaustive marketing, recruitment and outreach campaign includes a national, state, regional or local scope, as you direct. Another important and essential factor that sets us apart from our competition is the ability to customize queries and search our extensive database of former applicants or former candidates in prior searches. Many of the individuals in our database have manifested interest in specific opportunities, organization size or geographic locations. We view this as an additional opportunity to identify a larger pool of potentially great applicants for your position.

We supplement our outreach by querying our customizable database, which includes information on recent and past applicants for similar positions. This provides the Baker Tilly team with the ability to customize applicant flow and tracking and communicate inquiries for candidates based on characteristics important to the City of Midland such as geographic location, particular experience, expertise and credentials.

While recruitment is under way, the engagement team will work with a team of up to 10 subject matter specialists (SMS) who know what successful performance in the City Manager position looks like to reach consensus on the desired leadership and management style for the ideal candidate. We ask the SMS to complete a 30-minute, on-line questionnaire. When aggregated, these responses generate a benchmark that prioritizes the key competencies, work values and leadership and management style attributes for this position, creating a framework for assessing candidate fit with the City. Later in the process, finalists for the position are asked to complete a companion questionnaire that allows us to match candidates' competencies, work values and leadership/management style to the benchmark. [See sample excerpt of TTI report in **Appendix C**.]

Each candidate submitting a resume is sent a timely acknowledgement by our team, including an approximate schedule for the recruitment. Throughout the recruitment process, communication is maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and the professional way they are treated during our recruitments.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Execution of recruitment strategy and candidate outreach	• Online data collection and profile development • Development of interactive, searchable applicant database for recruitment of your City Manager • Baker Tilly performs direct outreach to prospective candidates identified in the recruitment strategy • Utilization of extensive applicant database to identify applications and review applicant pool for competencies/demographics	4-5 weeks

Task 3: Screening of applicants and recommendation of semi-finalists

During Task 3, the project team screens each application and compares qualifications (education, experience, etc.) and responses to our customized supplemental questions to determine an overall match to your desired profile. This measure helps us review the overall accuracy and efficiency of our classification and review process. We will then narrow the list to a group of 10 to 15 semifinalists for review and to identify four or five finalists on the basis of written candidate questionnaires, early due diligence information, consultant phone interviews and recorded, one-way video interviews.

Another unique aspect of our recruitment process is our use of a proprietary, web-based one-way video interview. Each finalist has a limited number of time to answer each question, which each applicant sees for the first time when the interview begins. We do not provide questions in advance. Each finalist then has 30 seconds to respond. This tool allows our team to develop a more comprehensive understanding of each candidate's ability to "think quickly." The one-way videos also allow us to evaluate the professional demeanor of each applicant. Our team will provide the City Council and/or the designated staff with a link to review.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Applicant screening and recommendation of semi-finalists	• Baker Tilly compares applications to the approved candidate profile, developed in our searchable applicant database • Most promising applicants are asked to complete candidate questionnaires and provide due diligence information • Media, internet and social media scan for information pertinent to future employment • Top candidates identified as semi-finalists • Semi-Finalist Report is prepared, including the brochure, master applicant list, cover letter and resume of candidates to be considered • Baker Tilly and the City Council review video interviews • Project team leader meets with the City Council to review recommended semi-finalists • City Council selects finalists for on-site interviews • Finalists complete candidate management style assessment, responses are reviewed and interview questions are developed	2-3 weeks

Task 4: Conducting background checks, reference checks and academic verifications

Once the City Council has identified a list of "Finalists" Baker Tilly begins the process of conducting reference checks, background report checks and academic verifications. We then prepare a Confidential Reference Report to complete our research and understanding of each applicant's qualifications, management style, leadership traits or characteristics and professional work performance.

BACKGROUND CHECKS WILL INCLUDE INFORMATION FROM THE FOLLOWING AREAS:	
• Consumer credit	• Bankruptcy
• City/county – criminal	• State district Superior Court – criminal
• City/county – civil litigation	• State district Superior Court – civil litigation
• Judgment/tax lien	• Federal district - criminal
• Motor vehicle driving record	• Federal district – civil litigation
• Educational verification	• Sex offender registry

REFERENCE CHECKS, BACKGROUND RECORDS CHECKS AND ACADEMIC VERIFICATIONS
The City of Midland will receive a report that includes a thorough verification of each finalist's background.

To ensure the overall quality standards of our process, we require a minimum of 10-15 business days between the time you identify finalists for interviews and the time we are able to provide you with our Final Report.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Design final process with the City for on-site interviews with finalists	• Baker Tilly confirms interviews with candidates	1-2 days
Background checks, reference checks and academic verifications	• Baker Tilly completes background records checks, reference checks and academic verifications of finalists	2-3 weeks

Task 5: Final interview process

Upon completion of Task 4, we will work with your City Council and designated staff to develop the final interview process. We customize the process according to your needs and desired outcomes, functions of the position, preference and directives. This may include steps that are important to you, our client. As such, the final interview process may include meetings with the department heads and the opportunity for a meet and greet with community members and individual tours of the City. Recognizing the impact of national, state or locally imposed restrictions in response to the COVID-19 Pandemic, we work with your organization to adjust all aspects of our process as you deem necessary and appropriate.

Prior to the interviews we provide documentation on each of the finalists, highlighting leadership and management profile (Gap Analysis) and a summary of our comprehensive/customized reference checks, background report checks and academic verifications. In addition, the Final Report will include guidelines for interviewing the candidates, suggested interview questions and an individual assessment tool for each member of your interview panel(s).

The engagement team leader will be available during the final interview process to answer questions about the candidates and, if requested, assist with the final evaluation of the candidates. If requested, we will assist the City Council with the development of a compensation package and related employment considerations and assist with the negotiation of an employment agreement.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Final Report prepared and delivered to the City	• Final Report is prepared including brochure, schedule, cover letter, resume, candidate questionnaire, suggested interview questions, candidate assessment form and management style probing questions	1 day
On-site interviews with finalists	• Interviews are scheduled • Recruitment project team leader attends client interviews and is available to participate during deliberations of candidates, if requested	1-2 days
Offer made/accepted	• If requested, Baker Tilly participates in candidate employment agreement negotiations • Baker Tilly notifies candidates of decision • Baker Tilly confirms final process close out items with Midland	1-2 days

Our strategy for recruitment of diverse candidates

Our corporate core values and work environment reflect our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. We have established strong and credible networks with minority and female leaders nationwide. In addition, we are corporate members of the National Forum for Black Public Administrators (NFBPA) and the Local Government Hispanic Network and are on NFBPA's National Corporate Advisory Council. We participate in their membership events on a regular basis.

To that end, we take responsibility for diversity in our organization, our recruitment strategy and our candidate pools. In every recruitment, we use our established networks to make direct and personal contacts with prospective minority and female candidates and encourage them to consider Midland's City Manager opportunity. Because of our performance record in presenting a diverse applicant pool, these prospective candidates know that the Baker Tilly executive recruitment team will fairly consider each application based on qualifications and the established profile.

Baker Tilly is committed to ensuring equitable participation in our business and employment opportunities without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status or sexual orientation. As a leader in the executive recruitment industry, we take positive actions to prevent and to remedy any discriminatory effects of business and employment practices.

Triple guarantee

We define the success of a smooth, seamless, effective and responsive executive recruitment that culminates with the hiring of a highly qualified City Manager who matches the profile we developed to this end. We further define success by the identification and presentation of an acceptable number of well-qualified applicants for the City Council to interview.

While we believe in the overall success of our process, we also recognize that unusual circumstances will invariably emerge. Therefore, we offer an industry leading triple guarantee.

1. First, we commit to conduct your recruitment until you have selected a finalist and made an appointment for the fees and tasks quoted in this proposal. In the event you are unable to reach an employment agreement with one of the individuals presented as finalists, Baker Tilly will identify and present a second supplemental group of qualified applicants for you to consider until you select a finalist.
2. Second, we guarantee your executive recruitment for 12 months against separation (voluntary or involuntary), which means that if you end the employment relationship (with or without cause) or the finalist resigns (for any reason) we will repeat the executive search at no additional professional fee but will include project-related expenses. *Please note that candidates appointed from within your organization do not qualify for this guarantee. Furthermore, this guarantee is subject to further limitations and restrictions of your state laws.*
3. Baker Tilly will not directly solicit any candidate selected under this agreement, for any other position, while the candidate remains in your employ.

Co-developing a timeline to meet Midland's deadlines

A typical timeline is 100-120 days from project kickoff to extending an offer of employment. The Baker Tilly project team leader will discuss your anticipated or desired timeline during the initial kickoff meeting. It is our intent to conduct your recruitment expeditiously, but not at the expense of finding qualified applicants to present to you. For this proposal target dates are to be determined. Once you approve, and based on mutual agreement, we will provide actual dates in our service agreement. The following is an example of a timeline for an executive recruitment process.

> Your time is valuable, and one significant way we will add value to Midland is by delivering our services on

PROJECT MILESTONE	DELIVERABLES
Profile development, advertising and candidate outreach	• Baker Tilly completes on-site interviews to develop candidate profile and recruitment brochure; City approves ad placement schedule and timeline • Baker Tilly sends draft recruitment brochure to the City • The City returns draft brochure (with edits) to Baker Tilly • Baker Tilly begins recruitment advertising and marketing • Online data collection and profile development
Applicant screening and assessment and recommendation of semi-finalists	• Baker Tilly commences formal review of applications, most promising candidates complete questionnaires • Candidates complete recorded interview online • Baker Tilly completes formal review of applications and sends selected resumes to the City Council for review • Candidates' recorded interviews are presented • Baker Tilly meets with the City Council and recommends semi-finalists; City Council selects finalists for on-site interviews • Finalists complete candidate management style assessment and responses are reviewed and interview questions are developed
Comprehensive background check, academic verifications and reference checks completed for finalists	• Baker Tilly completes reference checks/background checks/academic verification on finalists
On-site Interviews with finalists	• Baker Tilly sends documentation for finalists to the City Council • The City Council conducts on-site interviews with finalists
Employment offer made / accepted	• The City Council extends employment offer to selected candidate

COMMITMENT TO SUCCESSFULLY DELIVER EXECUTIVE RECRUITMENT SERVICES TO MEET MIDLAND'S REQUIREMENTS

Midland's time is valuable. We will co-develop a timeline to provide the City's executive recruitment services on time.

Your Value Architects™

Midland will work with a consistent team of Value Architects™ who understand your organization and can add value from day one. The combination of your engagement team's executive recruitment experience and service knowledge translates into tangible results for the City.

Aligning key engagement team members with your goals

1,550+ recruitments

Your engagement team has conducted more than 1,550 successful recruitment projects since 2000.

Within Baker Tilly, our executive recruitment team consists of ten recruitment consultants and project coordination staff available to meet your executive recruitment needs. Each consultant assigned to your recruitment has experience working with cities, counties, special districts, not-for-profit organizations and school districts, and the many different disciplines that comprise the City of Midland's organization. Our consultants bring an experienced, participatory and energetic perspective to each engagement. As such, we reflect our unique approach and individualized touch in our internal standard and commitment to outstanding service that meets or exceeds your expectations. Since 2000, our combined consultant team has conducted more than 1,550 executive searches.

The Baker Tilly engagement team will collaborate with the City Council and others designated as your technical advisor. As such, we conduct our recruitment process in a clear, effective, efficient, transparent and professional manner consistent with "best practices" in the public sector executive recruitment space. Our agenda is clear; "our agenda is your agenda." Our objective is to generate a list of highly qualified candidates and assist you with the screening and evaluation of these candidates to identify your next City Manager.

We have structured the Baker Tilly engagement team to draw upon our 60-plus years of collective service to the public sector and to leverage Baker Tilly's experience and capacity to find exceptional, qualified candidates.

Since its beginnings, our firm has emerged as a leader in human resource management consulting and executive recruitment. It is our 30+ years of consulting experience, coupled with our unique approach and personal touch that drives our internal standard for delivering outstanding services and leading-edge results.

The proposed project team represents experienced professionals who will be working on your City Manager recruitment. As such, we have selected a team of consultants who understand the traits, attributes and characteristics essential to success in this position to meet four specific objectives for your organization. First, this team represents experienced professionals who will directly champion every aspect of your project to a successful culmination. Second, the team brings a range of expertise to identify and classify competent applicants according to your business service requirements. Third, this team brings a national perspective, experience and the knowledge necessary to achieve your established objectives. Fourth, our approach exemplifies our commitment to personal and professional responsibility for the services and outcomes we deliver to Midland.

Your handpicked team of professionals offer a collaborative focus supported by the breadth and depth of our firm's national resources. We believe in strong personal relationships, and this means a personal interest in the City of Midland from some of our most experienced team members. Engagement team members are introduced below and complete resumes are available in **Appendix D**.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR MIDLAND

Engagement leadership



Edward G. Williams, Ph.D., Director

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Edward has more than 20 years of collective experience in human resources and organizational development at various levels and across various disciplines including, state and municipal government, community and educational institutions. His areas of expertise include human development, process improvement, workforce planning, executive recruiting, strategic planning, management and leadership development, classification, compensation, benefits administration, performance management, employee recognition, employee wellness and benefits administration. He has served as director of human resources and organizational development, for the City of Missouri City, deputy personnel director for the State of Missouri and training and performance consultant for the Metropolitan Community Colleges Business and Technology Center in Kansas City, Missouri. Edward holds a Ph.D. in Educational Leadership and Policy Analysis from the University of Missouri, Educational Specialist degree in Higher Educational Administration, Master of Higher Education Administration, and Bachelor's in Education from the University of Missouri. He is bilingual and proficient (reading, writing and speaking) in the Spanish language.

Consulting team



Art Davis, Director

5440 West 110th Street, Suite 300, Overland Park, KS 66211
+1 (816) 868 7042 | art.davis@bakertilly.com

Art is a director in Baker Tilly's executive recruitment practice. He is responsible for managing and conducting executive recruitment engagements for the firm to ensure their integrity, timeliness and adherence to budget parameters. He has more than 30 years of experience in local government, executive recruitment and organizational management. Art has served as a city administrator in Missouri and in other local government positions in Kansas. He specializes in providing executive recruitment and organizational management consulting services for cities, counties and not-for-profits. Art earned a Master of Public Administration from the University of Kansas as well as a Bachelor of Arts, political science and public administration from William Jewell College.



Patricia Heminover, Director

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Patty has been with the firm since 2010. She has more than 20 years of public education experience, most recently as superintendent of South St. Paul Schools in South St. Paul, Minnesota. She brings considerable experience developing budgets, leading organizational and process improvements and successfully overseeing conflict resolution. Patty was also South St. Paul Schools' director of human resources and finance, prior to serving as its superintendent. She served for three years as the co-

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR MIDLAND

superintendent of schools for Cleveland Public Schools in Cleveland, Minnesota, after working as its director of human resources and business services for six years. Patty has received a School Finance Award, technology leadership awards and helped establish the first K-12 International Baccalaureate School District in Minnesota. She earned a Master of Education Administration from Minnesota State University.



Yolanda Howze, MPA, IPMA-SCP, SPHR, SHRM-SCP, Director

205 North Michigan Avenue, 28th Floor, Chicago, IL 60601
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Yolanda is a well-regarded, award-winning human resources professional with more than 20 years' public sector human resources experience—primarily in municipal government. Yolanda was assistant to the city manager/director of human resources with the City of University City, Missouri and director of human resources with the City of Bellaire, Texas. Prior to joining Baker Tilly, Yolanda was a senior consultant II with Gallagher's Human Resources Compensation & Consulting practice where she was responsible for managing projects and providing consulting services to public sector and higher education clients in all aspects of classification and compensation systems and other areas of human resources. As a human resources leader, Yolanda's experience and competencies include full cycle recruiting and retention (including executive recruiting), total rewards and classification administration, performance management, project management, HRIS and process improvement, change management, labor relations, emergency management and disaster recovery, training and organizational development, and safety and risk management. Yolanda earned a dual Bachelor of Arts in psychology and organizational leadership from Maryville University in St. Louis, as well as a Master of Arts in public administration and policy analysis from Southern Illinois University-Edwardsville. Yolanda is also a Senior Certified Human Resources Professional—SPHR, SHRM-SCP, IPMA-SCP. Her peers selected her as the 2015 Texas Municipal Human Resources Association (TMHRA) Human Resources Professional of the Year.



Anne Lewis, Practice Leader | Director

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Anne leads Baker Tilly's public sector executive recruitment team. Prior to joining Baker Tilly, Anne served as an assistant county administrator for a Virginia county, a deputy city manager and an assistant city manager for two Virginia cities. Over the last 17 years, her experience in local government has also included positions as an emergency management deputy director, public information officer, human resources manager, parking authority executive director, housing director, transit director and convention & visitor's bureau executive director. She also has had responsibility for parks, recreation and community services, information technology, animal services, general services and legislative programs. She specializes in providing executive recruitment services to local governments and nonprofits. Anne holds a Master of Science as well as a Bachelor of Science from Shenandoah University.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR MIDLAND

Supporting team



Karen Edwards, SHRM-CP, Recruitment Analyst

+1 (813) 915-5616 | karen.edwards@bakertilly.com

Karen is a recruitment analyst with Baker Tilly's executive recruitment practice group. Her responsibilities include assisting in the coordination of executive recruitments. Karen manages outreach, generates reports, conducts detailed background checks and analyzes data to ensure the success of all engagements. She has more than 30 years of experience in human resources, administrative positions and customer service. Karen earned a Bachelor of Science in business administration - human resource management from Western Governors University.



Michelle Lopez, Senior Recruitment Analyst

+1 (651) 223 3061 | michelle.lopez@bakertilly.com

Michelle is a senior recruitment analyst with Baker Tilly's executive recruitment practice group. Known for her attention to detail and organizational skills, Michelle plays a key role in ensuring that recruitment projects are completed in a thorough and timely manner. Her colleagues appreciate her customer service skills and determination to ensure that both clients and candidates remain informed and engaged throughout the recruitment process. Her responsibilities include organizing assignments and workflows, coordinating information and resources, and identifying, analyzing, and implementing solutions to ensure her team and clients always have the latest recruiting tools at their disposal. Michelle has an Associates in Arts degree and more than 10 years of experience as a key support staff member. Michelle has an Associates in Arts degree and more than 10 years of experience as a key support staff member. She is currently pursuing a Bachelor of Science degree in organizational leadership.



Diane Segulia, Recruitment Analyst

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Diane is a recruitment analyst with Baker Tilly's executive recruitment practice group. She is a team player who prides herself on delivering high quality work to the team. Diane joined Baker Tilly in 2015 as the receptionist. She joined the executive recruitment practice group as an administrative assistant in October 2019 and began her role as a recruitment analyst in June 2022. Her responsibilities include conducting research for the consultants, completing background checks, coordinating information and resources, and collaborating with candidates and clients through all phases of an executive recruitment.



Carrie Thompson, Recruitment Analyst

+1 (703) 923 8040 | carrie.thompson@bakertilly.com

Carrie is a recruitment analyst with Baker Tilly's executive recruitment practice group. She has more than four years of experience in recruiting coordination including interview scheduling and candidate communication. She facilitates smooth sailing during the recruitment process. Carrie runs reports, coordinates outreach and organizes important documents. Along with her work behind the scenes, she collaborates with clients and candidates to help them on their journey to success. Carrie earned a Bachelor of Arts in communication with a concentration in media production and criticism from George Mason University.

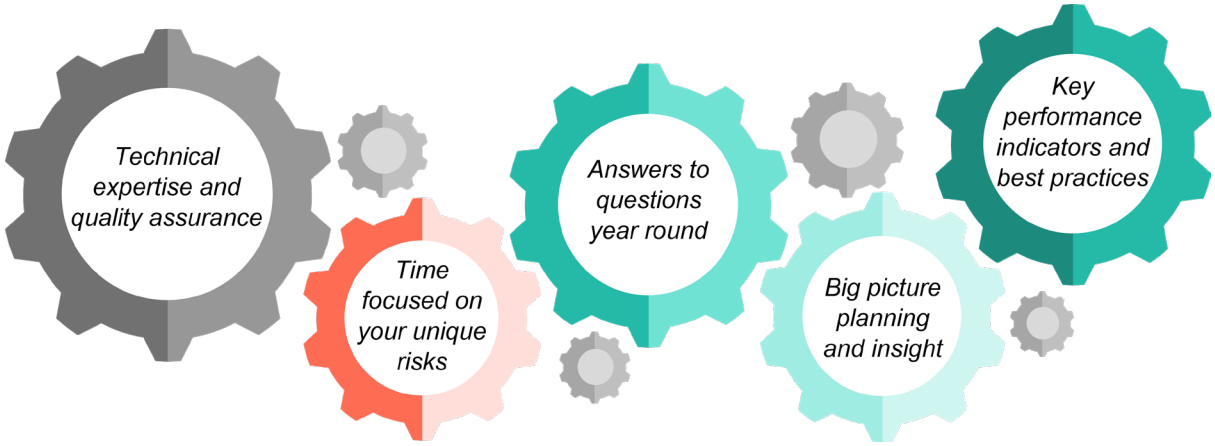
MIDLAND WILL RECEIVE TANGIBLE RESULTS WITH BAKER TILLY

All engagement team members are committed to Midland's success. Their industry experience and service expertise translates into tangible results for the City.

Building trust and maximizing value with significant involvement

We will be responsive to your needs, quickly resolve challenges and build trust. You can expect to receive technical insights and an approach customized to your unique structure, culture, timing and strategic goals.

The graphic below details how we will build trust and maximize value with the City.



COLLABORATING WITH YOU AS YOUR TRUSTED VALUE ARCHITECT™

Your engagement team will be deeply involved in the engagement to give them an in-depth working knowledge of Midland and processes to deliver value throughout the year.

Cultivating an engaging culture to offer a consistent team

You can expect to see the same engagement team members every year and avoid the time and cost commitments of onboarding a new team. We view our commitment to staff continuity as the cornerstone of building a lasting relationship with the City of Midland.

Exceptional professionals thrive at Baker Tilly because we cultivate an engaging culture through diversity and inclusion, work-life balance, continuous learning opportunities, career advancement and employee recognition. As a result, **we had our lowest firm turnover in a decade during fiscal year 2021**. We invite you to click on the video to the right to learn more about Baker Tilly's unique culture.



EMPHASIZING OUR CULTURE
What makes our firm special? The emphasis we put on our culture. We take care of our people so we can take care of our clients.

EVIDENCE OF OUR TEAM MEMBER-FOCUSED CULTURE AND COMMITMENT TO EXCELLENCE

Ranked as the **10th largest accounting and advisory firm in the U.S.** according to INSIDE Public Accounting's 2022 Top 500 Firms list

Recognized as **one of America's Best Large Employers** in 2021 and 2022 by Forbes

Received 250+ culture awards and workplace recognitions firmwide

Ranked as a **top 10 accounting and advisory firm for workplace prestige and quality** on Vault Accounting's Accounting 50 list; **culture** is the number one reason that team members join our ranks and stay at our firm

For the seventh year in a row, Baker Tilly has been certified as a **Great Place to Work®**

CULTIVATING AN ENGAGING CULTURE
Our commitment to attracting and retaining a top-quality workforce benefits Midland through engaged team members and staff continuity.

Valuable perspectives

We are always happy to provide references because it is important for you to talk with the organizations we serve. Our similar client base equals experience-derived insights for Midland.

Demonstrating successful relationships with similar clients

Dr. Williams is the designated project leader for your City Manager executive search. We encourage you to connect with the clients below to learn more about the value of their relationship with Baker Tilly and to verify the quality of work Baker Tilly has consistently delivered to each client as part of these recently completed executive recruitment projects. Each client will offer a unique perspective as you consider your own needs.

CITY OF CORPUS CHRISTI, TEXAS			
Name	Eyvon McHaney	**Title**	Human Resources Director
Phone	+1 (361) 826 3979	**Email**	EyvonMc@cctexas.com
Services	Selection of City Auditor (current), Director of Community Health (2022), Director of Neighborhood Services (2022), Public Works Director (2022), Assistant Information Technology Director (2022), Director of Parks & Recreation (2022), Human Resources Benefits Manager (2022), Assistant City Manager (2021) and Director of Water Utilities (2021)		
FULTON COUNTY GOVERNMENT, GEORGIA			
Name	Kenneth L. Hermon, Jr.	**Title**	Director of Personnel
Phone	+1 (404) 613 0923	**Email**	Kenneth.Hermon@fultoncountyga.gov
Services	Selection of Director of Elections (2022) and Clerk to the Commission (2020)		
CITY OF BEAUMONT, TEXAS			
Name	Robin Mouton	**Title**	Mayor
Phone	+1 (409) 880 3770	**Email**	robin.mouton@beaumonttexas.gov
Services	Selection of City Manager (2022)		
CITY OF BUDA, TEXAS			
Name	Vicki Fuchs	**Title**	Human Resources Director
Phone	+1 (512) 523-1043	**Email**	vfuchs@ci.buda.tx.us
Services	Selection of City Manager (2022)		

PROVIDING VALUABLE PERSPECTIVES FROM CURRENT CLIENTS

At Baker Tilly, relationships matter. Our Value Architects™ have a record of successfully enhancing and protecting similar clients' value — resulting in experience-based insights for Midland.

Providing similar services to clients

Below is a partial list of relevant public sector executive recruitments delivered by the Baker Tilly team since 2018.

LIST OF RELEVANT PROJECTS: PRESENT — 2018				
Year	**Client**	**St**	**Project**	**Population**
Current	Portland	ME	City Manager	66,595
Current	Spartanburg	SC	Assistant City Manager	38,732
Current	Warrenton	VA	Town Manager	10,057
2023	Belle Meade	TN	City Manager	2,912
2023	Beloit	WI	City Manager	36,657
2023	Fargo	ND	City Administrator	121,889
2022	Apex	NC	Assistant Town Manager	58,780
2022	Beaumont	TX	City Manager	118,428
2022	Belton	MO	City Manager	23,480
2022	Blue Springs	MO	City Administrator	54,850
2022	Branson	MO	City Administrator	10,000
2022	Brevard	NC	City Manager	7,900
2022	Buda	TX	City Manager	15,108
2022	Denton	TX	City Manager	136,195
2022	Evans	CO	City Manager	22,165
2022	Golden	CO	City Manager	20,399
2022	Harrisonburg	VA	City Manager	54,033
2022	Hastings	NE	City Administrator	25,152
2022	Hutchinson	KS	City Administrator	40,006
2022	Joplin	MO	Assistant City Manager	50,386
2022	Kinston	NC	City Manager	20,083
2022	La Marque	TX	City Manager	16,627
2022	Minnetrista	MN	City Administrator	7,621
2022	North Kansas City	MO	City Administrator	4,477
2022	Oak Hill	TN	City Manager	4,587
2022	Overland Park	KS	City Manager	191,278
2022	Port Arthur	TX	Assistant City Manager	53,937
2022	Salisbury	NC	City Manager	33,727
2022	Shorewood	MN	City Administrator	7,974
2022	Spicer	MN	City Administrator	1,188
2022	Staunton	VA	City Manager	25,750
2022	Willmar	MN	Assistant City Administrator	19,628
2021	Carrboro	NC	Town Manager	21,230
2021	Clearwater	FL	City Manager	115,159
2021	College Park	MD	City Administrator	32,196
2021	Corpus Christi	TX	Assistant City Manager	323,733

LIST OF RELEVANT PROJECTS: PRESENT — 2018				
Year	Client	St	Project	Population
2021	Evansville	WI	City Administrator/Finance Director	5,378
2021	Grand Rapids	MI	Deputy City Manager	192,294
2021	Greeley	CO	City Manager	105,888
2021	Inver Grove Heights	MN	City Administrator	34,344
2021	Kimball	NE	City Administrator	2,578
2021	Long Grove	IL	Village Manager	7,956
2021	Louisville	CO	City Manager	20,860
2021	Moline	IL	City Administrator	41,902
2021	Rockville	MD	Deputy City Manager	66,940
2021	Shakopee	MN	Assistant City Administrator	40,731
2021	Stonecrest	GA	City Clerk	54,202
2020	Fairmont	MN	City Administrator	10,126
2020	Front Royal	VA	Town Manager	15,239
2020	Herington	KS	City Manager	2,304
2020	Kansas City	MO	City Manager	488,943
2020	Lake Ozark	MO	Asst City Admin/Comm Eco Dev Dir	1,792
2020	Maple Plain	MN	City Administrator	1,807
2020	Matanuska-Susitna Borough	AK	Borough Manager	108,317
2020	Missouri City	TX	City Manager	74,705
2020	Moose Lake	MN	City Administrator	2,798
2020	Oakdale	MN	City Administrator	28,083
2020	Rochester	MN	City Administrator	114,011
2020	Scottsbluff	NE	City Manager	14,874
2020	St. Joseph	MO	City Manager	74,959
2019	Beeville	TX	City Manager	12,937
2019	Cloquet	MN	City Administrator	11,938
2019	Hobbs	NM	City Manager	37,764
2019	Lake Lotawana	MO	City Administrator	2,099
2019	Norman	OK	City Manager	122,843
2019	Paris	TX	City Manager	24,800
2019	Park City	KS	City Administrator	7,499
2019	Port Arthur	TX	City Manager	53,937
2019	Willmar	MN	City Administrator	19,628
2018	Addison	TX	City Manager	15,368
2018	Asheville	NC	City Manager	89,121
2018	Ashland	OR	City Administrator	21,636
2018	Avondale	AZ	City Manager	82,881
2018	Belle Plaine	MN	City Administrator	6,838
2018	Billings	MT	City Administrator	110,323
2018	Burnsville	MN	City Manager	61,434

LIST OF RELEVANT PROJECTS: PRESENT — 2018				
Year	**Client**	**St**	**Project**	**Population**
2018	Christiansburg	VA	Town Manager	21,533
2018	Grand Rapids	MI	City Manager	192,294
2018	Herington	KS	City Manager	2,362
2018	Kingman	AZ	City Manager	29,029
2018	Maricopa	AZ	City Manager	46,903
2018	Middleburg	VA	Town Administrator	828
2018	Mora	MN	City Administrator/Public Utilities GM	3,453
2018	Salina	KS	City Manager	46,994
2018	Shawnee	KS	City Manager	64,323
2018	York	PA	Business Administrator	43,859

Value for fees

Value means more than simply checking boxes and meeting your requirements. Value means services that lead to meaningful insights, help improve efficiencies and direct more dollars and resources to achieving Midland's mission.

Delivering a professional fee estimate for the City of Midland

We are excited about the opportunity to work with Midland and have prepared the below fee estimate to meet the City's needs and objectives. Our fees allow for thorough and insightful advice from experienced professionals without unnecessary add-on or startup charges.

The all-inclusive professional fee includes the cost of professional services by the engagement team leader, the project support staff and all project-related expenses such as advertising, preparation of the recruitment brochure, printing, candidate background, reference and academic verification checks and travel expenses for on-site visits. Baker Tilly is not responsible for candidates travel expenses for travel to client location for on-site interviews. Clients generally manage these matters directly with the finalists.

Baker Tilly will bill for this engagement in four installments: 30% upon execution of this agreement, 30% at Phase I, 30% at Phase II; and 10% upon acceptance of an employment offer by the finalist. The fee is not contingent. If you terminate this engagement before completion, Baker Tilly shall invoice the City for any unpaid portion of the fee.

Feel free to direct all questions regarding the professional fee and project-related expenses to Edward Williams via email at edward.williams@bakertilly.com or via phone at +1 (214) 608 6363.

PROPOSED SERVICES
Phase I
Task 1 — Project kickoff; candidate profile; development of marketing, recruitment and outreach strategy
Task 2 — Acknowledge applications and begin reviewing and classification of all applicants
Phase II
Task 3 — Develop and assign due diligence questionnaire, applicant questionnaire, one-way video interview questions (customized to each search); review responses; prepare electronic Semi-Finalist Report for client evaluation and selection of potential finalists
Task 4 — Secure up to ten references; conduct background check that includes, but is not limited to consumer credit, bankruptcy, city/county (criminal), state district superior court, city/county (civil litigation), state district superior court (civil litigation), judgments/tax liens, federal district (criminal), motor vehicle driving record, federal district (civil litigation), academic credentials verification, professional certification verification, social security, sex offender registry, etc.; administer leadership/management assessment, Finalist Report, (resumes, cover letter, due diligence questionnaire, candidate questionnaire response, reference report, media presence and social media check report)
Phase III
Task 5 — Interview process preparation, invitations, technical support, suggested interview questions; final process/on-site interviews with finalists

PROPOSED SERVICES	
Conclusion	
Assistance and technical support for total rewards (salary and benefits), employment offer negotiation, offer and acceptance by finalist	
TOTAL ALL-INCLUSIVE FEE*	**$26,950**

*** BAKER TILLY MAY CONSIDER A PROFESSIONAL FEE REDUCTION OF 10%**
if the City of Midland is provided additional recruitments during the subsequent 12-month period.

OPTIONAL SERVICES FOR CONSIDERATION	FEE
At your request, Baker Tilly can conduct a web-based community survey to help your organization identify key issues or priorities that your organization may consider as you launch an executive search. Depending on your need, we administer the survey, which your residents, community leaders, employees or designated key stakeholders may complete. Please note that this type of survey may alter the overall project timeline.	**$1,650**
On rare occasions, a client desires the delivery of additional search related services from the Baker Tilly executive search team. Services not included in the proposed scope of services include additional visits by the project team leader to your organization. Baker Tilly will bill Midland at an hourly rate of $300, plus expenses for additional work specifically requested by your organization that is outside of the scope of this project or as described in the proposed scope. Prior to beginning these services, Baker Tilly will prepare and submit a written explanation of the additional services requested and the estimated number of hours required prior to commencing any additional services.	***$300* per hour plus expenses**

BAKER TILLY CAN PROVIDE OPTIONAL SERVICES
Midland may benefit from the additional services we offer. No additional services will be billed without the express consent and agreement with the City.

Negotiations

If selected, we will provide the City of Midland with our standard engagement terms. Should the City wish to provide alternate terms or proceed on the basis of its own format agreement, we would require the ability to negotiate mutually acceptable terms and conditions prior to executing a final contract.

Supporting Midland with our value-for-fees approach

We will provide the highest quality service for a fair and reasonable fee. Below is an overview of our value-for-fees approach and how it benefits you.

A team that works with a similar client base and is ready to lead a smooth and beneficial transition	Frequent check-ins and timely responses to your inquiries	Controlled costs through a service approach designed for your organization; no surprise billing or add-on charges	Knowledge retention through a commitment to staff continuity	Proactive ideas and industry insight shared year-round via complimentary articles, toolkits, webinars, e-books, alerts, whitepapers and newsletters
Support from the full breadth and depth of Baker Tilly's resources across the U.S. and around the world	Practical, flexible and collaborative approach designed for your unique needs	Full range of service solutions to grow with your needs	Use of innovative technology and software tools to support real-time communication, efficiencies and compliance	High level of experienced partner and manager involvement for a big-picture perspective

COMMITMENT TO VALUE FOR FEES

Midland can expect exceptional service paired with a fair, competitive fee arrangement that allows us to deliver continuous value throughout our relationship.



Appendix A: Prioritizing Diversity, Inclusion and Belonging for Success (DIBS)

PACKET 34.36 February 28, 2023

Prioritizing Diversity, Inclusion and Belonging for Success (DIBS)

At Baker Tilly, DIBS is who we are rather than what we do. Creating an environment where all team members are valued empowers us to bring our authentic selves to work each day. When our contributions reflect our individual best, we achieve better results for Midland.

Belonging is a core Baker Tilly value. We foster a deep level of mutual respect where each one of us feels seen, heard, valued and connected. Each team member commits to upholding a diverse and inclusive workplace driven by fairness, compassion and equality.



MEET SHANE LLOYD, DIBS STRATEGY LEADER
In his role as Head of Diversity, Inclusion and Belonging at Baker Tilly, Shane oversees our company's DIBS initiatives and serves on influential national diversity and inclusion boards.

Throughout our firm, you will find our DIBS philosophy and practices embedded into everything we do. We hire people who bring new perspectives and experiences, including Shane Lloyd, who joined Baker Tilly as our DIBS strategy leader in 2021. Shane was named to the Washington Business Journal's 2022 "40 under 40," a prestigious list that recognizes individuals with impressive careers who demonstrate a strong commitment to philanthropy and community building.

Shane was also selected as Program Chair to The Conference Board's Diversity, Equity and Inclusion (DEI) Strategists Council I, where he will strategize on key topics and trends to educate and connect other senior DEI leaders in the corporate space. Read more about the council here.

We embrace our differences and believe a more open, connected world serves everyone better. DIBS is the lens that helps us see things more broadly and lights the path for us to follow. This benefits our people, our clients and our communities. Watch this video to learn more about the ways Baker Tilly celebrates diversity, inclusion and belonging and values the contributions of every team member across our firm.

DIBS steering committee

Baker Tilly's national DIBS steering committee is designed to strengthen our firm's culture of diversity, inclusion and belonging.

A cross-section of leaders across our firm oversees our strategy – from inclusion-related communications to accountability measures for our key diversity goals and coordination of our signature initiatives described below and on the following pages.

WE EMBED DIBS INTO ALL ASPECTS OF OUR BUSINESS
From how we recruit, develop and promote team members, to the way we serve clients and treat each other. Day in, day out.

DIBS diversity, inclusion & belonging for success

Growth and Retention of Women (GROW)

Through our GROW initiative, Baker Tilly provides women valuable opportunities to network, share their stories, acquire skills, strengthen professional relationships and advance in their careers. Our commitment to GROW increases the number of women in management positions, enhances the retention of women at all firm levels, creates an environment where women feel empowered and supports our advocacy of advancing women in business. It also helps us share knowledge gained with clients and creates a workforce that reflects our client base.

Supporting Opportunity, Advancement and Recognition (SOAR)

SOAR focuses on improving inclusion and increasing retention of team members of color to create a more inclusive, innovative and productive workforce. Diversity makes each of our professionals unique; inclusion is how that unique team collaborates to achieve common goals. Our SOAR strategy rests on four key pillars: talent acquisition, advancement, education and awareness, and recognition.

NexGen: joining workforce generations

Today, four generations coexist in the workplace – baby boomers, Gen X, millennials and Gen Z – and each brings unique viewpoints influenced by events and experiences in their lifetime. With NexGen, we aim to empower the next generation of team members to collaboratively engage in our firm's progress while promoting an overall investment in our future. Key components of NexGen's vision involve discovering how different generations can build rewarding professional relationships that are mutually beneficial. NexGen amplifies the voices of our firm's next generation of professionals, providing leadership and growth opportunities along the way.

PRIDE team member network

Our PRIDE team member network exists to support the LGBTQ+ community and their allies within Baker Tilly. We strive to create an open environment centered on LGBTQ+ issues and topics relevant to the workplace. This effort includes involvement, support, understanding and acceptance from colleagues across our firm.

Racial Equity Action Plan (ACTION) and focus on social justice

Our firm developed an ACTION plan to support our strategic goal of increasing the retention of team members of color and to create positive change in our communities and our profession. As initial steps in our plan, we convened our DIBS steering committee and formed a racial equity advisory group consisting of a diverse group of team members. We then worked closely with a highly respected consulting firm to assess the current state of our workplace as it relates to diversity, inclusion and racial equity. We used their recommendations to refine our DIBS strategic plan and inform the next steps in our journey.

Baker Tilly team members continue to take the time to have difficult conversations and reflect deeply. Colleagues shared stories of how racism and discrimination affect their daily lives – stories they did not feel comfortable sharing before. Others gained new insight into their own unconscious biases and the steps needed to overcome them. We are committed to continuing on this learning journey and achieving tangible results together.

Baker Tilly Foundation support for racial justice advocacy

As a firm, we have made our position clear: We stand against racism and discrimination in any form. Our Baker Tilly Foundation's board of directors, with input from our team members, selected key racial justice organizations as recipients of direct financial support from our firm with a commitment to match team member donations. Additionally, our local SOAR committees support social justice causes across the United States through event sponsorship, fundraising initiatives and volunteer engagement.

Baker Tilly backs Human Rights Campaign initiatives and national associations for accountants of color

In May 2022, Baker Tilly signed on to the Human Rights Campaign's Business Statement Opposing Anti-LGBTQ State Legislation and Business Coalition for Equality Act, taking a stand against legislation that would attempt to exclude LGBTQ+ people from full participation in daily life and promoting workplace equality.

Baker Tilly is also expanding our connections and alignment with key professional organizations. We are a Platinum Sponsor of the 2022 National Association of Black Accountants (NABA) National Convention and a participant in conferences for the Ascend Pan-Asian professional network and the Association of Latino Professionals in Finance and Accounting (ALPFA).

Tone from the top: CEO Action for Diversity & Inclusion

Baker Tilly is a member of CEO Action for Diversity & Inclusion, a steering committee of CEOs focused on making diversity and inclusion a business priority. CEO Action for Diversity & Inclusion is the most extensive alliance of business leaders openly committed to sharing successful diversity initiatives and lessons learned. **As a member, Baker Tilly pledges to:**

- Make our workplace a safe place to have open conversations about diversity and inclusion
- Implement and expand unconscious bias education
- Share best, and unsuccessful, practices
- Create and share strategic inclusion and diversity plans with our board of partners



BAKER TILLY RECOGNIZED WITH PERFECT SCORE ON CORPORATE EQUALITY INDEX

The Human Rights Campaign awarded Baker Tilly 100 points out of 100 on the 2022 Corporate Equality Index (CEI), an industry-standard measure created to evaluate corporate policies, practices and benefits that support LGBTQ+ team members.

As evidence of our commitment to DIBS, examples of public recognition received in recent years are listed below.

PUBLIC RECOGNITION AND AWARDS FROM INDEPENDENT PUBLICATIONS FOR OUR DIBS EFFORTS
Named to the Forbes Best Employers for Diversity 2022 list
Winner of the 2022 Human Rights Campaign Foundation's Best Places to Work
Ranked #7 in the 2023 Vault Accounting 25, receiving special recognition for improving our diversity scores in every area, including categories for women, racial/ethnic diversity, LGBTQ+ and overall diversity ranking
Business Wire and Inside Public Accounting articles on Shane Lloyd's appointment as Baker Tilly's Head of Diversity, Inclusion and Belonging
Podcast with Shane Lloyd on diversity
Host of 2020 "Diversity Well Beyond the Theory: The 'how' in recruitment, retention and inclusion" event in Tysons, Virginia
Recognition as 2018 Corporate Partner of the Year by the National Association of Black Accountants (NABA) Metropolitan Washington, D.C. Chapter
Winner of Corp! Magazine's "Salute to Diversity" Award
Journal of Accountancy article featuring Baker Tilly's diversity initiatives: "The business case for diversity and inclusion at CPA firms"
Pennsylvania Institute of Certified Public Accountants (PICPA) article by a Baker Tilly team member discussing her experience with diversity at our firm: "CPA Now - My Experience with a Diversity Initiative"
Twin Cities Business article highlighting Baker Tilly's commitment to our GROW initiative: "All In: Hiring Women Executives"

> We do not view diversity, inclusion and belonging as a program or something we "have to do." We genuinely believe this is who we are. This includes the way we recruit, how we develop and promote team members, how we serve clients and how we treat each other. This is not easy to do. **It is much easier to roll out a program as "evidence" of our commitment. However, we are not interested in scratching the surface. We want to effect change for the long run — in our firm and in our profession.**
>
> *Baker Tilly CEO, Alan Whitman*



Appendix B: Sample brochure



CITY MANAGER

CITY OF BEAUMONT, TEXAS

bakertilly

PUBLIC SECTOR EXECUTIVE RECRUITMENT



THE COMMUNITY

Beaumont, incorporated in 1838, is a coastal city in Southeast Texas 90 miles east of Houston and 60 miles west of Louisiana. The City is home to more than 115,282 residents, and is the seat of Jefferson County, Texas. The economic success of the City started with the discovery of an enormous geyser of oil that exploded from a drilling site at Spindletop Hill that reached more than 150 feet and produced close to 100,000 barrels a day near the Port of Beaumont, one of the largest ports in the nation. Beaumont is now home to ExxonMobil, expected to become the largest refinery in the United States once it completes ongoing expansion projects. Port Arthur, Orange, and Beaumont form the Golden Triangle, a major industrial area on the Texas Gulf Coast. With its easy access to waterways, railways, interstate highways, pipelines, and terminals, the City of Beaumont is strategically positioned for unlimited growth and economic success, and to become leader in the US energy industry.

Beaumont is strategically located to provide quick access to waterways, railways, interstate highways, pipelines, and terminals, and offers residents and visitors an array of cultural events and attractions including the annual St. Michael's Mediterranean Festival and weekly plays by the Beaumont Community Players, which produces high quality plays and musicals including Broadway spectaculars and intimate dramas. Other attractions include the Annual Mardi Gras of Southeast Texas, celebrated in downtown Beaumont, the Art Museum of Southeast Texas, Texas Energy Museum, Texas Fire Museum, the Beaumont Children's Museum, the historic McFaddin-Ward House, Chambers House, John Jay French Museum, and Spindletop-Gladys City Boomtown Museum. Additionally, the City offers a range of shopping, dining, outdoor entertainment, parks, recreation, sports facilities, playgrounds, Hike and Bike Trails, and Cattail Marsh Scenic Wetlands and Boardwalk.

The City of Beaumont is home to Lamar University, a national Carnegie doctoral research university and member of the Texas State University System, the first higher education system in Texas and one the fastest growing Texas colleges and universities offering more than one hundred program options to its more than 17000 students, while maintaining the lowest average tuition and fees of any university system in Texas. With three of the ten largest refineries in the United States and $54 billion in projected expansions, Beaumont is an economically vibrant city and a wonderful place to live, work, play, and raise a family. For more information, visit the Beaumont Convention & Visitor Bureau.

THE ORGANIZATION

The City of Beaumont provides a full range of services, including police and fire protection; construction and maintenance of streets and other infrastructure; recreational activities; health and welfare services; and cultural events. The City follows the Council-Manager form of government and is led by an elected City Council composed of a Mayor and six council members, who each serve two-year terms. Four council members serve a separate ward district, and two serve at-large. The Council formulates public policy, enacting local legislation, adopting budgets, and appointing the City Manager, City Attorney, City Clerk and City Magistrate. With a council approved FY22 budget of $295.6 million for planned expenditures for all operating funds, and 1,317 Full-Time Employees, the City of Beaumont is an organization that is committed to service delivery excellence, continuous improvement, smart growth, diversity, and inclusion.

MISSION

"To provide quality services in a professional manner"



THE CITY MANAGER

The City Manager plans, organizes, and directs services, programs, and activities designed to continuously improve the safety and welfare of residents and employees in the city departments. As the chief executive officer, the City Manager reviews departmental programs and provides general guidance, leadership, and direct or indirect supervision through department heads to administrative, professional, technical, clerical, skilled and unskilled personnel. Reporting directly to the City Council, the City Manager manages the daily operations of the city; recommends ordinances, resolutions, and contracts; participates in conferences with other governmental officials to identify solutions and opportunities; directs, coordinates, and participates in the preparation of the city's annual budget and submits budget documents to the City Council for approval; addresses business and other citizen groups on needs, challenges and opportunities; and provides general leadership to civic organizations dealing with specific problems affecting the city's welfare. Additionally, the City Manager directs the preparation and maintenance of necessary records and reports as required by the City Council or City Charter.

With an annual departmental budget of $958,317 and the responsibility of supervising fourteen (14) department directors, the City Manager ensures that all employees across all departments, divisions, sections, and units of the City deliver effective, efficient, responsive, and innovative services to residents and visitors, while consistently and visibly engaging with the community. Other duties and responsibilities include directing the capital program, managing the implementation of the City's Comprehensive Plan, reporting, keeping the Council informed of the City's financial conditions, and recommending solutions based on "best practices" and the best interest of the City.







LEADERSHIP OPPORTUNITIES

Visionary Leadership: The new City Manager will have an opportunity to collaborate with the members of the City Council and internal and external stakeholders to formulate a strategic plan that will establish the framework for smart growth, commercial development, service delivery excellence, and human development, and lead the City of Beaumont to become the best municipal organization in the state of Texas.

Community Engagement and Outreach: The new City Manager will have an opportunity to become a part of the City and be a part of a great community to live, work, visit, and play, while continuously and responsibly stimulating growth, service delivery excellence, and quality of life.

Workforce Development: The new City Manager will have an opportunity to evaluate the current City of Beaumont workforce and continuously improve the city's commitment to service delivery excellence through the development, advancement, and retention of its employees.

Consensus Builder: The City Council desires to hire an outstanding communicator who is creative, resourceful, and able to build, maintain and, if necessary, repair relationships to secure buy-in and support for the future vision and direction of the community.

Partnership and Collaboration: The new City Manager will rely on a supportive council who thrives on visionary leadership, effective communication, and outstanding interpersonal and servant leadership attributes to build and maintain respectful, trusting, accountable, and professional partnerships dedicated to serving the current and future needs of this fast-growing community.

Service Delivery Excellence: The new City Manager will also have an opportunity to listen to each council member, with a full understanding of the nature of the council-manager form of government, and collaborate to identify and continuously improve service delivery and efficiencies, and implement sound policies and procedures.

High Performing Team: The new City Manager will have a unique opportunity to build a high performing team, champion organizational culture, manage smart growth and development while planning, inspiring and empowering employees at all levels within the organization to serve with excellence, dedication, innovation, and integrity.

DESIRED QUALIFICATIONS

The City Council desires to hire a visionary, progressive, and strategic leader who can communicate effectively, work collaboratively, and lead a team of dedicated public service professionals as its next City Manager. This proficient manager is a servant leader with a record of successfully managing a complex, multi-faceted, and effective municipal organization with changing priorities and outstanding organizational opportunities. Additionally, the Council desires to hire a professional public sector executive who is proficient in municipal government administration and operations and will offer a record of effectively empowering individuals at all levels within the organization to deliver effective, efficient, and responsive services, while demonstrating leadership, critical thinking, honesty, integrity, and commitment to continuous improvement and innovation. The new City Manager must possess a verifiable record of integrity, ethical behavior, and personal accountability. Furthermore, the next City Manager will bring outstanding people skills, self-confidence, and the ability to listen to, and embrace, divergent perspectives.

The City Council expects that the new City Manager will respect the community and organizational traditions and values, while also demonstrating a commitment to lead the organization forward in a positive direction while planning and projecting for the future. In addition, the next City Manager must be approachable, receptive to innovative technologies, innovative, transparent, inclusive, and a champion for the establishments and expansion of partnerships with an active and engaged citizenry.







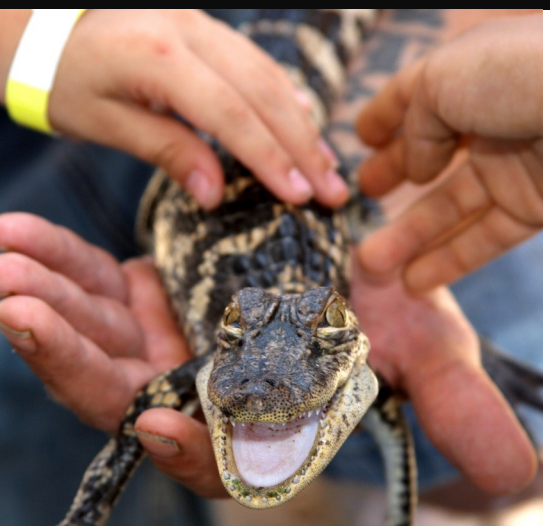


EDUCATION AND EXPERIENCE

A bachelor's degree from an accredited college or university in business administration, public administration, political science, or a closely related field, and a minimum of ten (10) years closely related experience required. A Masters of Public Administration degree, at least five (5) years leadership experience (department director, assistant city manager or city manager level) or comparable experience, and International City/County Management Association (ICMA) credentials preferred.

COMPENSATION AND BENEFITS

The City of Beaumont offers a generous, market competitive yearly base salary in the $225,000 - $250,000 range, a monthly vehicle allowance, administrative allowance, iPad or comparable technology, and contribution to a deferred compensation account. Additionally, the City offers a comprehensive benefits package to its full-time employees that includes medical, dental, vision, prescription drug plan, flexible spending program, basic life insurance, supplemental life insurance, accidental death, and dismemberment insurance, long-term disability, a retirement plan, and a 457 deferred compensation plan (optional). Additionally, Full-Time are eligible to receive up to eleven (11) paid holidays and may accrue up to twelve (12) days of short-term disability a year and 15 – 30 days of Paid Time Off depending on years of service. Additional benefits may include professional dues, business related travel, professional associations, and membership dues. Relocation assistance may be available. The City of Beaumont is a member of the Texas Municipal Retirement System.





BEAUMONT
TEXAS

APPLICATION AND SELECTION PROCESS

We invite qualified professionals to click the link below, review the desired traits, attributes, and characteristics, apply, and allow us the privilege of reviewing your credentials and consider your qualifications for this outstanding career opportunity.

https://www.governmentjobs.com/careers/bakertilly

Application review begins on Monday, April 18, 2022. Following the first review date, the lead consultant will evaluate all applications against the posted qualifications and may invite a select number of applicants to complete additional assignments or participate in a virtual or in-person interviews. This announcement will remain posted, and we will continue to accept applications until the city extends an offer to one finalist. Our process requires the expressed authorization by an applicant to conduct criminal background report check, credit check, academic verification or contact references. Pursuant to the state or local laws governing access to public records, all information submitted and associated with an individual's applications, including resumes and cover letters, may be subject to public disclosure.

For more information, please contact edward.williams@bakertilly.com or call (214) 842-6478.

The City of Beaumont, TX is an Equal Opportunity Employer

bakertilly

2500 Dallas Parkway, Suite 300

Plano, TX 75093

(972) 748-0300

bakertilly.com

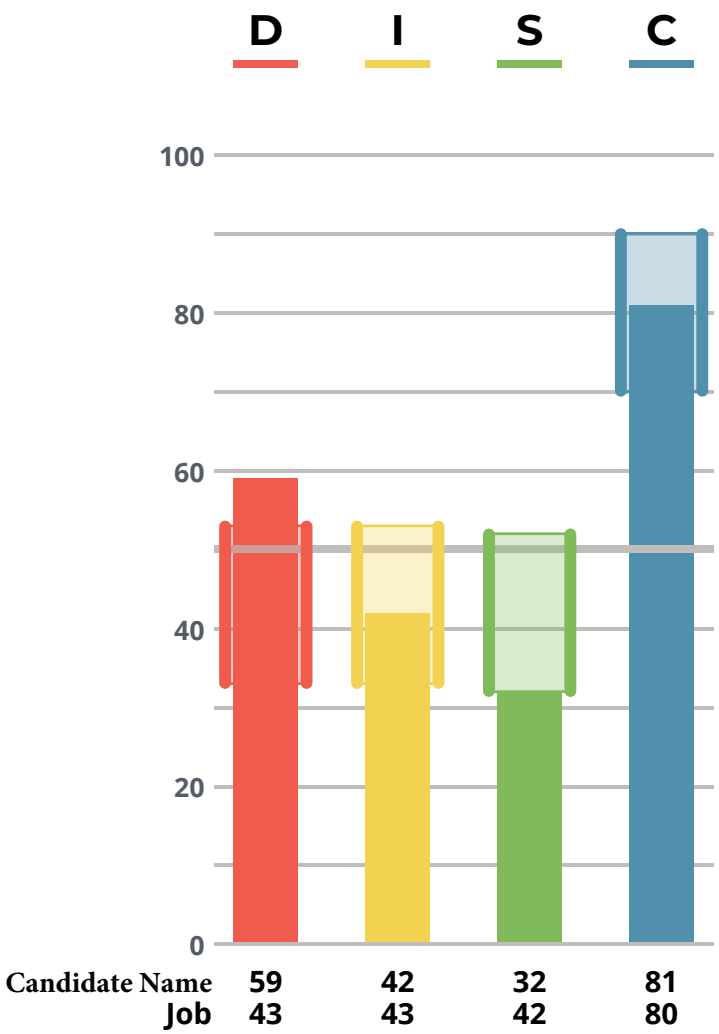


Appendix C: Sample TTI report

Workplace Behaviors®

Candidate Name

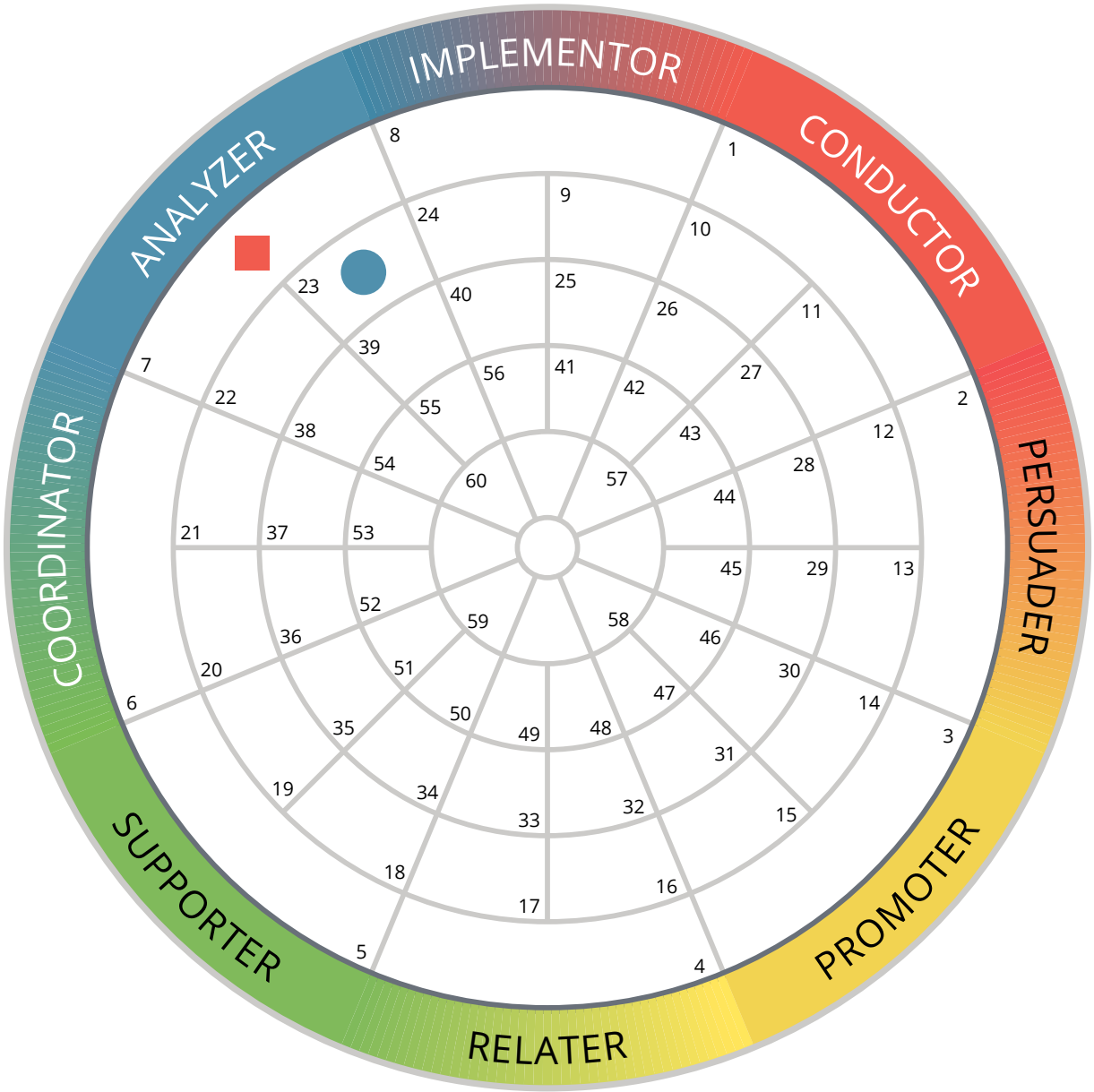
The following graph is designed as a visual comparison between the position and the applicant for each behavioral factor. The highlighted area denotes the position-related score for each behavioral factor. The applicant's score is denoted by the darker red, yellow, green and blue line. The closer the applicant's score aligns to the position's score, the better the applicant will perform in the position with respect to behavior.



Job Range (20 point range)

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The Success Insights® Wheel



Job - (7) ANALYZER

Candidate Name - (23) IMPLEMENTING ANALYZER

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Comparison Analysis

For Consulting And Coaching

Job Competencies Hierarchy	Zone Range	Person
1. Time and Priority Management	79 — 100	**62**
2. Self Starting	87 — 100	**61**
3. Decision Making	94 — 100	**88**
4. Personal Accountability	85 — 100	**58**
5. Diplomacy	72 — 100	**66**
6. Teamwork	74 — 100	**67**
7. Project Management	82 — 100	**69**

Primary Driving Forces Cluster	Zone Range	Person
1. Collaborative	58 — 100	**46**
2. Harmonious	36 — 58	**24**
3. Altruistic	35 — 59	**21**
4. Structured	36 — 58	**46**

Job Behavioral Hierarchy	Zone Range	Person
1. Organized Workplace	81 — 100	**85**
2. Analysis	54 — 80	**80**
3. Persistence	62 — 80	**65**
4. Following Policy	61 — 80	**70**

Exact match
Fair compatibility
Good compatibility
Poor compatibility
Over-focused

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Appendix D: Engagement team member resumes

PACKET 34.53 February 28, 2023

DIRECTOR

Edward G. Williams, Ph.D.

Edward Williams brings character, competence and expertise to every project.



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Education

Bachelor of Arts, education
University of Missouri
(Kansas City, Missouri)

Master of Higher Education Administration
University of Missouri
(Kansas City, Missouri)

Ph.D., Educational Leadership and Policy Analysis
University of Missouri
(Kansas City, Missouri)

Languages

English
Spanish

Edward has more than 20 years of collective experience in human resources and organizational development at various levels, and across various disciplines including state and local government, not-for-profit and educational institutions.

Specific experience

- Human resources executive (municipal and state government)
- Executive recruitment, employee development, benefits administration, strategic planning, Performance management, market compensation studies, workforce planning, recognition programs and process improvement

Industry involvement

- Society for Human Resources (SHRM)
- Institute for Management Studies (IMS), advisory board
- Texas Municipal Human Resources Administration (TMHRA)

Community involvement

- Ft. Bend Habitat for Humanity, president, vice-president, secretary and member, board of (2014-2019)
- AAU basketball coach – middle school boys

Continuing professional education

- Institute for Management Studies - Houston
- International Personnel Management Association

DIRECTOR

Art Davis

Art Davis, a director with Baker Tilly, has pursued his passion to improve local government and create great communities for more than 30 years.



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Education

Bachelor of Arts in political science and public administration
William Jewell College
(Liberty, Missouri)

Master of Public Administration
University of Kansas
(Lawrence, Kansas)

Art specializes in providing executive recruitment and organizational management consulting services for cities, counties, and not-for-profits.

Specific experience

- Successfully launched and expanded his own local government consulting firm over the course of 10 years
- Nearly 15 years' experience in executive recruitment
- Community leadership program facilitation
- Leadership and management development
- Strategic goal setting and strategic planning facilitation
- Organizational assessment, design and development
- Organization and community facilitation
- Served more than six years as associate director for the Civic Council of Greater Kansas City, a nonprofit, 501c4 membership organization comprised of CEOs representing some of the largest companies in the region
- Coordinated and organized a strategic and master planning process (and an update of the plan after four years) focused on re-developing downtown Kansas City, involving hundreds of stakeholders
- Served nearly six years as city administrator for Lee's Summit, Missouri and in other local government positions in Kansas
- Served as assistant to the Mayor of Dallas, Texas
- Led and participated in a wide variety of community initiatives; served on a major hospital board for 13 years and on other not-for-profit boards
- Presented with the L.P. Cookingham Award by the Greater Kansas City Chapter of the American Society for Public Administration, recognizing his long-term and outstanding contributions in the field of public administration

Industry involvement

- International City/County Management (ICMA), member since 1984

DIRECTOR

Patricia Heminover

Patty Heminover, a director with Baker Tilly, has more than 20 years of experience in local government.



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Education

Bachelor of Science, consumer science, business administration
Minnesota State University – Mankato

Mini MBA program, human resources management
University of Saint Thomas (Saint Paul, Minnesota)

Master of Education, administration
Minnesota State University – Mankato

Patty has been with the firm since 2010. Before joining Baker Tilly, she was a superintendent, assistant superintendent, director of human resources and director of finance. She brings considerable experience identifying management talent, leading organizational and process improvements, and developing and administering budgets.

Specific experience

- Executive Recruitment, employee development, benefits administration, strategic planning, performance management, market compensation studies, workforce planning, recognition programs and process improvement
- Experience identifying management talent, leading organization and process improvements, and developing and administering budgets
- Understanding of human resources and finance
- Experience working with governing boards
- Served as superintendent, co-superintendent of schools, director of human resources and finance, director of human resources and business services for two Minnesota school districts
- Facilitated discussions with legislators at the state level regarding education funding, securing new funding for a Minnesota school district

Industry involvement

- Minnesota Association of School Administrators (MASA)
- American Association of School Administrators (AASA)
- Minnesota Association of School Business Officials (MASBO)
- River Heights Chamber of Commerce, member
- State Negotiators Association, Minnesota School Board Association
- Patty has received a School Finance Award, technology leadership awards and helped establish the first K-12 International Baccalaureate School District in Minnesota

Continuing professional education

- Human Resource Certificate, University of St. Thomas
- Superintendents Licensure, State of Minnesota

DIRECTOR

Yolanda Howze, M.P.A., IPMA-SCP, SPHR, SHRM-SCP

Yolanda Howze, a director with Baker Tilly, brings more than 25 years of public sector experience including 20 years as a multifaceted and competent human resources leader.



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Education

Dual Bachelor of Arts in psychology and organizational leadership
Maryville University
(St. Louis, Missouri)

Master of Arts in public administration and policy analysis
Southern Illinois University Edwardsville (SIUE)

Yolanda is a well-regarded, award-winning human resources professional with more than 20 years of public sector human resources experience, primarily in municipal government.

Having worked in the public sector for more than 25 years, Yolanda is passionate about her craft and being of service to others, which, in addition to her employment experience, she has demonstrated through professional conference presentations/speaking events and serving on local and regional boards and committees including IPMA-HR, as well as other community involvement.

Specific experience

- Human capital professional and administrator executive
- Executive recruitment, total rewards and classification administration, performance management, project management, HRIS and process improvement, change management, labor relations, emergency management and disaster recovery, training and organizational development and safety and risk management

Industry involvement

- International Public Management Association - Human Resources (IPMA-HR)
- Society for Human Resource Management (SHRM)
- Texas Municipal Human Resources Association (TMHRA)
- IPMA-HR Texas Chapter, (former) Conference Program Committee
- IPMA-HR Central Region, (former) vice president (’10)
- IPMA-HR Central Region, (former) Secretary - treasurer (’09-’10)
- IPMA-HR Greater St. Louis Chapter, (former) president

Continuing professional education

- International Public Management Association-Human Resources (IPMA-HR)
- IPMA-HR Greater St. Louis Chapter
- Human Resources Certification Institute (HRCI)
- Society for Human Resources (SHRM)

PRACTICE LEADER | DIRECTOR

Anne Lewis

Anne Lewis leads Baker Tilly's public sector executive recruitment team and brings nearly 20 years of local management experience.



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Education

Bachelor of Science, business administration and management
Shenandoah University
(Winchester, Virginia)

Master of Science, organizational leadership and public administration
Shenandoah University
(Winchester, Virginia)

Prior to joining Baker Tilly, Anne served as an assistant county administrator for a Virginia county, a deputy city manager and an assistant city manager for two Virginia cities. Over the last 17 years, her experience in local government has also included positions as an emergency management deputy director, public information officer, human resources manager, parking authority executive director, housing director, transit director and convention and visitor's bureau executive director. She also has had responsibility for parks, recreation and community services, information technology, animal services, general services and legislative programs.

Industry involvement

- International City/County Management Association, Credentialed Manager (ICMA)
  - Task force on recruitment guidelines handbook
  - Task force on women in the profession
  - Task force on internship guidelines
- Government Finance Officers Association (GFOA)
- Virginia Local Government Management Association (VLGMA), former member of executive board
- Virginia women leading government

Community involvement

- Shenandoah University Alumni Association, executive committee
- Shenandoah Apple Blossom Festival©, board of directors

Continuing professional education

- Graduate Certificate in Public Management
- Senior Executive Institute and LEAD graduate, The Weldon Cooper Center, University of Virginia

RECRUITMENT ANALYST

Karen Edwards, SHRM-CP

Karen Edwards, a recruitment analyst with Baker Tilly, has been with the firm since 2021.



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Education

Bachelor of Science in business administration - human resource management
Western Governors University

Karen is a recruitment analyst with Baker Tilly's executive recruitment practice group. Her responsibilities include assisting in the coordination of executive recruitments. Karen manages outreach, generates reports, conducts detailed background checks and analyzes data to ensure the success of all engagements.

Specific experience

- More than 30 years of experience in human resources, administrative positions and customer service
- Proficient in analyzing data, creating and implementing standard operating procedures and preparing presentations and reports
- Adept at identifying inefficiencies to enhance organizational performance and streamlining office operations
- History of success adapting in dynamic environments to effectively manage multiple projects simultaneously

SENIOR RECRUITMENT ANALYST

Michelle Lopez

Michelle Lopez, a senior recruitment analyst at Baker Tilly, has been with the firm since 2017.



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Education

Associate in Arts, liberal arts
Minneapolis Community College
(Minneapolis, Minnesota)

Bachelor of Science, project management (currently pursuing)
Colorado State University – Global Campus

Michelle assists in the organizational management of the executive recruitment process. Along with coordinating internal workflow, she also works with clients and candidates to ensure objectives are met throughout the process.

Specific experience

- More than 10 years of administrative support experience for multiple departments, including human resources and marketing
- Four years of experience in information technology help desk and support
- Survey and data reporting
- Reference checks for potential candidates
- Interview coordination and scheduling
- Recruitment marketing research and organization

RECRUITMENT ANALYST

Diane Segulia

Diane Segulia, a recruitment analyst at Baker Tilly, has been with the firm since 2015.



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Education

University of Minnesota – partial credits (Minneapolis, Minnesota)

Diane is a recruitment analyst with Baker Tilly's executive recruitment practice group. Her responsibilities include conducting research for the consultants, completing background checks, coordinating information and resources, and collaborating with candidates and clients through all phases of an executive recruitment.

Specific experience

- More than 10 years of administrative support experience in public sector and private sector organizations
- Compiling and organizing candidate materials
- Coordinating with candidates throughout the recruitment process
- Conducting reference checks for potential candidates
- Coordinating and scheduling interviews
- Recruitment marketing research and organization

RECRUITMENT ANALYST

Carrie Thompson

Carrie Thompson, a recruitment analyst with Baker Tilly, has been with the firm since 2021.



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Education

Bachelor of Arts in communication with a concentration in media production and criticism
George Mason University

Carrie facilitates smooth sailing during the recruitment process. She runs reports, coordinates outreach and organizes important documents. Along with her work behind the scenes, she collaborates with clients and candidates to help them on their journey to success.

Specific experience

- More than 15 years of customer service experience for multiple industries
- More than four years of experience in recruiting coordination, including interview scheduling and candidate communication
- Expertise in marketing and position advertising via LinkedIn
- Reference and extensive background checks for potential candidates

Community involvement

- Mission trip volunteer with Herndon United Methodist Church

PROPOSAL FOR
EXECUTIVE RECRUITMENT SERVICES

City Manager
City of Midland, Texas

February 10, 2023
This proposal is valid for 90 days

Strategic Government Resources
P.O. Box 1642, Keller, Texas 76244
Office: 817-337-8581

JJ Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com

February 10, 2023

Hon. Mayor Lori Blong and City Council
City of Midland, Texas

Dear Mayor Blong and Council Members,

Thank you for the opportunity to submit this proposal to assist the City of Midland in your recruitment for a new City Manager. SGR has the unique ability to provide a personalized and comprehensive recruitment to meet your needs.

We would like to draw your attention to some key aspects that distinguish SGR from other recruitment firms and allow us to reach the most extensive and diverse pool of applicants available:

- SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues, and best management practices.
- SGR announces all conducted recruitments in our Servant Leadership e-newsletter, which reaches over 45,000 subscribers in all 50 states.
- SGR reaches a broad community of over 13,000 LinkedIn followers and over 2,000 Facebook followers.
- SGR sends targeted emails to our opt-in Job Alert subscriber database of over 5,900 city management professionals.
- Senior Vice President Marsha Reed would be the recruiter and primary contact for this search. Marsha is based in Lubbock and is currently engaged in recruitments for the cities of Abilene, Lubbock, and Snyder.

We recognize that the COVID-19 pandemic has created unique operating challenges for local governments in many ways, including recruitment efforts. SGR has invested in a variety of technologies that will allow a safe social distancing recruitment process, and we will continue to provide alternatives to in-person meetings, to the extent your organization desires, during this uncertain time.

We are excited about the prospect of conducting this recruitment for the City of Midland, and we are available to visit with you at your convenience.

Respectfully submitted,

Jeri J. Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com

PO Box 1642, Keller, TX 76244 817-337-8581 www.GovernmentResource.com

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Company Profile

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by Recruiting, Assessing, and Developing Innovative, Collaborative, and Authentic Leaders. SGR was incorporated in Texas in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a perspective and depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a full-service firm, specializing in executive recruitment, interim placements, online training, onsite training, leadership development, psychometric assessments, strategic visioning retreats, one-on-one employee coaching, and other consulting services.

SGR's services are designed to promote innovation, team building, collaboration, and continuous improvement in local governments. SGR has approximately 700 local government clients in 47 states for all of our business lines combined. SGR has been, and continues to be, a leader in spurring innovation in local government.

SGR has 39 full-time employees, 3 part-time employees, 21 recruiters, 19 facilitators and multiple consultants who function as subject matter experts on a variety of projects.

SGR has corporate headquarters in Texas, as well as virtual offices in California, Colorado, Florida, Maryland, Minnesota, New York, North Carolina, Ohio, Oklahoma, and Oregon.

View all SGR team members and bios at: governmentresource.com/about-us/meet-the-team

SGR's Unique Qualifications

Extensive Network of Prospects

SGR is intent on being a leader in executive recruitment, and we believe it is imperative to be proactive in our mission to build a workforce that represents the communities we serve. SGR reaches an extensive and diverse pool of applicants by utilizing our unequaled network of prospects.

- Your position will be announced in SGR's Servant Leadership e-newsletter that reaches over 45,000 subscribers in all 50 states.
- We will send targeted emails to over 5,900 opt-in subscribers to SGR's City Management Job Alerts.
- Your position will appear on SGR's Website, GovernmentResource.com, which has approximately 20,000 visitors per month.
- Your position will be posted to SGR's Job Board, SGRjobs.com, which averages nearly 10,000 unique visitors per month and has more than 1,600 jobs listed at any given time.
- SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn.
- SGR frequently partners with local government associations including League of Women in Government, Local Government Hispanic Network, and the National Forum for Black Public Administrators.
- Approximately 65% of semifinalists selected by our clients learned about the open recruitments through our website, servant leadership e-newsletter, job board, job alert emails, social media, or personal contact.

Collective Local Government Experience

Our recruiters have years of experience in local government, as well as regional and national networks of relationships. The executive recruitment group works as a team to leverage their networks to assist with each recruitment. SGR team members are active on a national basis in local government organizations and professional associations. Many SGR team members frequently speak and write on issues of interest to local government executives. SGR can navigate all relevant networks as both a peer and insider.

Equal Opportunity Commitment

SGR strongly believes in equal employment opportunity. SGR does not discriminate and believes that equal opportunity is an ethical issue. SGR will not enter an engagement with an entity or organization that directs bias or expects bias to be demonstrated on any basis other than factors that affect the ability of the candidate to do the job. SGR will make a serious and sincere effort to encourage qualified applicants from underrepresented demographic groups to apply. Although SGR cannot guarantee the makeup of the semifinalist or finalist groups, SGR has relationships and contacts nationwide to encourage the meaningful participation of

underrepresented minority groups, and we continue to evaluate and improve our processes by embedding a lens of equity and inclusion into our recruitment practices.

Listening to Your Unique Needs
SGR devotes significant time to actively listening to your organization and helping you define and articulate your needs. We work hard to conduct a comprehensive recruitment that is unique to you. SGR dedicates a prodigious amount of energy to understanding your organization's unique culture, environment, and local issues to ensure a great fit regarding values, philosophy, and management style perspectives.

Trust of Candidates
SGR has a track record of providing remarkable confidentiality and wise counsel to candidates and next generation leaders. We have earned their trust. As a result, SGR is able to bring exceptional prospects to the applicant pool. Candidates trust SGR to assess the situation well, communicate honestly, and maintain their confidentiality to the greatest extent possible.

Accessibility & Communication
Your executive recruiter is accessible throughout the recruitment process and can be reached at any time by candidates or clients via cell phone or email. In addition, the recruiter communicates with active applicants on a weekly basis to keep the applicants informed about the community and opportunity.

Comprehensive Evaluation and Vetting of Candidates
SGR offers a screening process that ensures a detailed understanding of candidate backgrounds and prevents surprises. Our vetting process includes:

- Prescreening questions and technical review of resumes
- Cross communication between our recruiters about candidates who have been in previous searches for greater understanding of background and skills
- Comprehensive written questionnaires to gain insights beyond what is available through a resume
- Online pre-recorded video interviews that allow search committee members to view candidates in an interview setting prior to the finalist recruitment stage
- All-inclusive media reports that far surpass automated Google/LexisNexis searches, customized to each candidate based on where they have lived and worked
- Thorough automated, anonymous reference checks that provide details on candidates' soft skills from an expansive group of references
- Psychometric assessments (supplemental cost)
- Comprehensive background checks completed by a licensed private investigation firm
- Advanced exercise for finalist candidates, customized to the organization

View a full list of our Executive Recruitment Clients at: Executive Recruitment Clients

Project Personnel



Marsha Reed, Senior Vice President

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806-789-9641
Based out of Lubbock, Texas

Marsha has worked in public service for 38 years prior to her retirement. She is a two-time graduate of Texas Tech University having earned her Bachelor of Science Degree in Civil Engineering in 1988 and her Master's in Public Administration in 2000. Marsha recently retired from the great City of Chandler, Arizona, after six years as the City Manager and two years as Assistant City Manager. Prior to working for Chandler, Marsha worked for the City of Lubbock, Texas for 20 years in a number of positions with the last six years as the Chief Operating Officer. Marsha also spent ten years at the Texas Department of Transportation.

Marsha is a licensed engineer in both Texas and Arizona and has won a number of awards in her career including the Top 3 Public Works Leaders of the Year Award by the Texas Chapter of the American Public Works Association and Engineer of the Year by the South Plains Chapter of Texas Society of Professional Engineers. Marsha has served in a number of leadership positions including President of the Texas Chapter of APWA and the President of the South Plains Chapter of TSPE. Marsha has also served on the Texas Municipal League Board of Directors and is a current member of the Arizona City Managers Association.

In her spare time Marsha enjoys being with her family, traveling, and doing anything outdoors. Marsha has also volunteered her time on Church mission trips, and with a number of non-profit organizations.

Recruitment Methodology

A full-service recruitment typically entails the following steps:

1. **Organizational Inquiry and Analysis**
    - Development of Recruitment Plan and Timeline
    - Individual Interviews with Key Stakeholders
    - Creation of Position Profile Brochure
2. **Advertising and Marketing, Communication with Applicants and Prospects**
3. **Initial Screening and Review**
4. **Search Committee Briefing to Facilitate Selection of Semifinalists**
5. **Evaluation of Semifinalist Candidates**
    - Written Questionnaires
    - Recorded Online Interviews
    - Media Searches - Stage 1
6. **Search Committee Briefing to Facilitate Selection of Finalists**
7. **Evaluation of Finalist Candidates**
    - Comprehensive Media Searches - Stage 2
    - Comprehensive Background Investigation Reports
    - DiSC Management Assessments (supplemental service)
    - First Year Game Plan or Other Advanced Exercise
8. **Interview Process**
    - Face-to-Face Interviews
    - Stakeholder Engagement (may occur earlier in process)
    - Deliberations
    - Reference Checks (may occur earlier in process)
9. **Negotiations and Hiring Process**
    - Determination of Terms of an Offer
    - Negotiation of Terms and Conditions of Employment
    - Press Release (if requested)

Step 1: Organizational Inquiry and Analysis

Development of Recruitment Plan and Timeline

SGR will meet with the client at the outset of the project to finalize the recruitment plan and timeline. At this time, SGR will also request that the client provide us with photos and information on the community, organization, and position to assist us in drafting the position profile brochure.

Individual Interviews with Key Stakeholders

SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your particular needs. Fully understanding your organizational needs is the most critical part of conducting a successful executive recruitment. In consultation with the Search Committee, SGR will develop a list of individuals to meet with about the position. These interviews identify issues that may affect the dynamics of the recruitment, as well as develop a composite understanding of the position, special considerations, and the political environment. This process helps with organizational buy-in and will assist us in developing the position profile.

Development of Position Profile Brochure

Following the individual interviews, SGR will develop a draft position profile brochure that is reviewed and revised in partnership with your organization until we are in agreement that it accurately reflects the sought-after leadership and management characteristics.

To view sample recruitment brochures, please visit:
https://www.governmentresource.com/executive-recruitment/open-recruitments-528

Step 2: Advertising and Marketing, Communication with Applicants and Prospects

Advertising and Marketing

The Executive Recruiter and client work together to determine the best ways to advertise and recruit for the position. SGR's Servant Leadership e-newsletter, where your position will be announced, reaches over 45,000 subscribers in all 50 states. We will also send targeted emails to opt-in subscribers to SGR's Job Alerts. Your position will be posted on SGR's Website, GovernmentResource.com, and on SGR's Job Board, SGRjobs.com. SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn. Ads are also typically placed in various state and national publications, targeting the most effective venues for reaching qualified candidates for that particular position.

Communication with Prospects

SGR communicates with interested prospects on ongoing basis during the recruitment process. Outstanding prospects often will not submit a resume until they have done considerable homework on the available position. A significant number of inquiries will be made, and it is essential that the executive search firm be prepared to answer those questions with fast,

accurate, and complete information, and in a warm and personal manner. This is one of the first places a prospective candidate will develop an impression about the organization, and it is an area in which SGR excels.

Communication with Active Applicants
Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personal responses to any questions or inquiries. SGR communicates frequently with applicants to ensure they stay enthusiastic and informed about the opportunity. SGR sends weekly updates to active applicants regarding the organization and community.

Step 3: Initial Screening and Review

SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. The triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues regarding previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process described above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to ensure that the minimum requirements of the position are met and determine which preferred requirements are met. This sifting process assesses how well candidates' applications fulfill the recruitment criteria outlined in the Position Profile.

Step 4: Search Committee Briefing / Selection of Semifinalist Candidates

At this briefing, SGR will provide a comprehensive progress report and facilitate the selection of up to 12 semifinalists. The presentation will include summary information on the process so far, the candidate pool overall, and any trends or issues, as well as a briefing on each candidate and their credentials.

Step 5: Evaluation of Semifinalist Candidates

Reviewing resumes is an important and valuable step in the executive recruitment process. However, resumes can be misleading. Resumes fail to disclose the individual's personal qualities and his or her ability to get along with other people. Resumes can also exaggerate or inflate accomplishments and experience. SGR's responsibility is to go deeper than the resume to ensure that those candidates who continue in the process are truly outstanding. SGR's goal is to have a clear understanding of the person behind the resume and what makes them an outstanding prospect for you. The evaluation of semifinalist candidates includes follow-up when appropriate to ask any questions about underlying issues.

Written Questionnaires
SGR will ask semifinalist candidates to complete a comprehensive written exercise designed to provide greater insight into candidate thought processes and communication styles. SGR's written instrument is custom designed around the priorities identified by the Search Committee and usually includes questions focusing on key areas of particular interest to the client. This written instrument will be included in the semifinalist briefing book along with cover letters and resumes submitted by the candidates.

Recorded Online Interviews
SGR will ask semifinalist candidates to complete online interviews. This provides a very insightful, efficient and cost-effective way to gain additional insights to utilize in selecting finalists you want to invite for an onsite interview. The recorded online interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Online interviews also convey to candidates that the organization is using leading edge technology in its business processes and provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest. Links to view the online interviews are emailed to the Search Committee members for viewing at their convenience prior to selection of finalist candidates.

Media Searches - Stage 1
"Stage 1" of our media search process involves the use of the web-based interface Nexis Diligence™. This platform is an aggregated subscription-based platform that allows access to global news, business, legal, and regulatory content. These media reports at the semifinalist stage have proven helpful by uncovering issues that may not have been previously disclosed by prospective candidates. The recruiter will communicate any "red flags" to the Search Committee immediately upon discovery.

Step 6: Search Committee Briefing / Selection of Finalist Candidates

Prior to this briefing, SGR will provide each member of the Search Committee with a briefing book on the semifinalist candidates. The briefing book includes cover letters, resumes, and completed questionnaires. The link to view the online interviews is emailed separately to Search Committee members. The purpose of this briefing is to facilitate narrowing the list to up to 5 finalists who will be invited for personal interviews.

Step 7: Evaluation of Finalist Candidates

Comprehensive Media Searches - Stage 2
"Stage 2" of our media search process includes the web-based interface Nexis Diligence™ along with Google as a supplementary tool. By utilizing both, we can provide our clients with an enhanced due diligence process to help vet potential candidates in an efficient and comprehensive manner, which reduces the risk of overlooking important information.

The Stage 2 media search consists of a more complex search, which also includes social media platforms, and has proven helpful in analyzing possible adverse news about the candidate by uncovering issues that may not have been previously disclosed by the candidate. The media search gives the Search Committee an overview of the type and extent of press coverage that a candidate has experienced over the course of their career. View a sample media report at: http://bit.ly/SGRSampleMediaReport.

Comprehensive Background Investigation Reports

Through SGR's partnership with a licensed private investigation firm, we are able to provide our clients with comprehensive background screening reports that include the detailed information listed below. View a sample background report at: bit.ly/SGRSampleBackgroundReport.

- Social Security number trace
- Address history
- Driving history/motor vehicle records
- Credit report (if desired)
- Federal criminal search
- National criminal search
- County wants and warrants for previous 10 years
- Global homeland security search
- Sex offender registry search
- State criminal search (for current and previous states of residence)
- County civil and criminal search (for every county in which candidate has lived or worked) for previous 10 years
- Education verification
- Employment verification (if desired)
- Military verification (if desired)

DiSC Management Assessments (supplemental service)

SGR uses a DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management assessment analyzes and reports comprehensively on the candidate's preferences in five vital areas: management style, directing and delegating, motivation, development of others, and working with his/her own manager. View a sample report at: bit.ly/SGRDiscProfileSample. For assessments of more than two candidates, a DiSC Management Comparison Report is included, which provides a side-by-side view of each candidate's preferred management style. View a sample comparison report at: bit.ly/SGRDiscTeamReport.

First Year Game Plan or Other Advanced Exercise

SGR will work with your organization, if desired, to develop an advanced exercise for the finalist candidates. One example of such an exercise is a "First Year Game Plan," a process where finalist candidates are provided with the contact information for elected officials, key staff, and community leaders and then given free rein to make contact with all of them in advance and use those insights to develop a "first year game plan" based on what they know so far.

Feedback is received from the key contacts on their impressions of the finalist candidates from the interactions with the candidates prior to the interviews. This exercise provides the opportunity to evaluate candidates' written and interpersonal communication skills, as well as critical analysis skills.

Step 8: Interview Process

Face-to-Face Interviews

SGR will schedule interviews at a date/time convenient to your organization. This process can be as simple, or as complex, as your organization desires. SGR will help you determine the specifics and assist in developing the interview schedule and timeline. SGR will prepare sample interview questions and will participate throughout the process to make it smooth and efficient.

Stakeholder Engagement

At the discretion of the Search Committee, we will work closely with your organization to engage stakeholders in the recruitment process. Our recommendation is that we design a specific stakeholder engagement process after we learn more about the organization and the community. Different approaches work best in different communities. We will collaborate with your organization to determine which option, or combination of options, will be the most effective for the unique needs of the organization.

- Stakeholder survey (supplemental service, can be provided at an additional cost)
- Interviewing community leaders at the outset of the recruitment;
- Holding a public forum for citizen engagement at the outset of the recruitment;
- Community leader reception;
- Meet and greet;
- Search Committee and key community leader dinner meeting;
- "Round Robin" forum meetings with various community groups during a multi-day interview process.

Deliberations

SGR will facilitate a discussion about the finalist interviews and assist the Search Committee in making a hiring decision or in deciding whether to bring back one or more candidates for a second interview.

Reference Checks

SGR uses a progressive and adaptive automated reference check system to provide insights on candidates' soft skills from a well-rounded group of references. References may include elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, and civic leaders. SGR's reference check platform is anonymous, which is proven to encourage more candid and truthful responses, in turn providing organizations with more meaningful and insightful information on candidates. SGR provides a written summary report to the organization once all reference checks are completed. The timing of reference

checks may vary depending on the specific search process and situation. If the names of the finalists are made public prior to interviews, SGR will typically contact references prior to the interview process. If the names of the finalists are not made public prior to interviews, SGR will typically wait until the organization has selected its top candidate before calling references in order to protect candidate confidentiality.

Step 9: Negotiations and Hiring Process

Determine the Terms of an Offer

Upon request, SGR will provide appropriate employment agreement language and other helpful information to assist you in determining an appropriate offer to extend to your candidate of choice.

Negotiate Terms and Conditions of Employment

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will determine and define any special needs or concerns of the chosen candidate, including anything that could be a complicating factor. SGR is experienced and prepared to help craft win-win solutions to negotiation "log-jams."

Press Release (if requested)

Until you have "sealed the deal," you should be cautious in order to avoid the embarrassment of a premature announcement that does not work out. It is also best practice to notify all senior staff and unsuccessful candidates before they read about it in the newspaper. SGR will assist with this coordination and with drafting any announcements or press releases.

Satisfaction Surveys

SGR is committed to authentically following the golden rule by providing prompt, professional and excellent communication and always treating every client with honor, dignity and respect. We ask clients and candidates to complete a brief and confidential survey after the completion of their recruitment. This helps us strive to continuously improve our processes and meet the changing needs of the workforce.

Supplemental Service: Post-Hire Team Building Workshop

SGR can provide a customized team building workshop after you hire for the position. SGR utilizes I-OPT, which is a validated measurement tool that shows how a person perceives and processes information. Because people "see" different things when they assess a situation, they are motivated to take various courses of action, so understanding you and your colleagues' I-OPT Profiles will enable you to work much more effectively as a team. This service can be provided at an additional cost. View sample I-OPT reports at: bit.ly/sampleIOPTreports.

Projected Schedule

Holidays may affect recruitment schedule.

Task	Weeks
• Contract Executed • Develop Recruitment Plan, Timeline • Individual Interviews with Key Stakeholders	Week 1
• Deliverable: Position Profile Brochure • Search Committee Reviews and Approves Brochure	Weeks 2-3
• Advertising and Marketing • Accept Applications • Communication with Prospects and Applicants	Weeks 4-7
• Initial Screening and Review	Week 8
• Search Committee Briefing / Select Semifinalists • Questionnaires and Recorded Online Interviews • Media Searches - Stage 1	Week 9
• Deliverable: Semifinalist Briefing Books and Online Interviews	Week 10
• Search Committee Briefing / Select Finalist Candidates	Week 11
• Comprehensive Media Searches - Stage 2 • Comprehensive Background Investigation Reports • DiSC Management Assessments (supplemental service) • First Year Game Plan or Other Advanced Exercise	Weeks 12-13
• Deliverable: Finalist Briefing Books	Week 14
• Face-to-Face Interviews • Stakeholder Engagement (may occur earlier in process) • Deliberations • Reference Checks (may occur earlier in process) • Negotiations and Hiring Process	Week 15

Recruitment Costs & Service Guarantee

Not-to-Exceed Price: **$24,900 ***

** Ad placement costs are not included in the Not-to-Exceed Price. Ad placement costs are estimated to be between $1,750 and $2,500 and shall be added to the total cost of services upon approval from the organization.*

Not-to-exceed price includes:

- **Professional Service Fee - $18,500**
- **Expenses:**
    - **Position Profile Brochure & Marketing - $1,500**
        - Production of a professional position profile brochure
        - Custom-designed graphics for social media and email marketing
        - Announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
        - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
        - Featured job placement on SGR's website
        - Featured ad on SGR's job board
        - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
    - **Semifinalist Recorded Online interviews** for up to twelve (12) semifinalists - **$225 each**
    - **Comprehensive Media Reports** for up to five (5) finalists - **$500 each**
    - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **$400 each**
    - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **$225 each**
    - **Up to two (2) multi-day onsite visits** by one Recruiter to the Organization, for up to 2 and 1/2 days per visit. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead. *Travel will be dependent on COVID restrictions in place at the time and take into consideration the health and safety of team members of both SGR and the Organization.*

Reimbursable Expenses

- **Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.**

Supplemental Services

The supplemental services listed below are not included in the not-to-exceed price:

- Additional online interviews (over and above the twelve (12) included in the not-to-exceed price above) are offered for $225 per candidate.
- Additional comprehensive media reports (over and above the five (5) included in the not-to-exceed price above) are offered for $500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for $400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for $225 per candidate.
- There is a cost of $175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits (over and above the two (2) onsite visits included in the not-to-exceed price above) by one Recruiter will be billed over and above the not-to-exceed price. Travel and onsite time will be billed at a professional fee (per recruiter) of $1,000 per half-day and $1,500 per full day. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the organization for travel expenses.
- SGR will conduct a Stakeholder Survey for $1,000. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided to the organization.
- A half-day onsite post-hire team building workshop is offered for $4,000, plus travel expenses and $150 per person for I-OPT reports.
- If the organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

Billing

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate.

Service Guarantee

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process one additional time and charge only for expenses. If the organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

References

City of Lubbock, Texas
Jarrett Atkinson, City Manager
jatkinson@mylubbock.us
806-775-2003

City of Abilene, Texas
Robert Hanna, City Manager
robert.hanna@abilenetx.gov
325-725-5168

City of Sweetwater, Texas
David A Vela, City Manager
dvela@coswtr.org
325-236-6313

City of Amarillo, Texas
Jared Miller, City Manager
jared.miller@amarillo.gov
806-378-3011

City of Brownfield, Texas
Jeff Davis, City Manager
jdavis@ci.brownfield.tx.us
806-637-4547

City & County Management Recruitments, 2018-Present

In Progress

- Boardman, Oregon (pop. 4,500) - City Manager
- Bristol, Tennessee (pop. 27,000) - City Manager
- Dobbs Ferry, New York (pop. 11,000) - Village Administrator
- Gatesville, Texas (pop. 16,000) - City Manager
- Glastonbury, Connecticut (pop. 35,000) - Town Manager
- Great Bend, Kansas (pop. 15,000) - City Administrator
- Justin, Texas (pop. 5,000) - City Manager
- Laredo, Texas (pop. 256,000) - City Manager
- Mexia, Texas (pop. 7,000) - City Manager
- Ottawa, Kansas (pop. 12,500) - City Manager
- Parker, Arizona (pop. 3,500) - Town Manager
- Pearland, Texas (pop. 125,000) - City Manager
- Rowlett, Texas (pop. 68,000) - City Manager
- Shawnee, Kansas (pop. 69,000) - City Manager
- Snyder, Texas (pop. 11,000) – City Manager
- Williston, North Dakota (pop. 29,000) - City Administrator

2022

- Aledo, Texas (pop. 5,500) - City Manager
- Blaine, Washington (pop. 6,000) - City Manager
- Crandall, Texas (pop. 4,000) - City Manager
- Dalhart, Texas (pop. 8,500) - City Manager
- Edinburg, Texas (pop. 100,000) - City Manager
- Frisco, Colorado (pop. 3,000) - Town Manager
- Graham, Texas (pop. 8,000) - City Manager
- Hutto, Texas (pop. 40,000) - City Manager
- Johnston, Iowa (pop. 24,000) - City Administrator
- Kennebunk, Maine (pop. 11,000) - Town Manager
- Kennedale, Texas (pop. 9,000) - City Manager
- Ketchikan, Alaska (pop. 8,000) - City Manager/Public Utilities General Manager
- Klamath Falls, Oregon (pop. 22,000) - City Manager
- Leawood, Kansas (pop. 34,000) - City Administrator
- Levelland, Texas (pop. 14,000) - City Manager
- Live Oak, Texas (pop 16,000) - City Manager

- Madisonville, Texas (pop. 4,500) - City Manager
- Manor, Texas (pop. 15,000) - City Manager
- Marshall, Texas (pop. 23,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Mont Belvieu, Texas (pop. 8,000) - City Manager
- Montgomery, Texas (pop. 2,400) - City Administrator
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Parkville, Missouri (pop. 7,000) - City Administrator
- Rocky Hill, Connecticut (pop. 21,000) - Town Manager
- Sunnyvale, Texas (pop. 8,000) - Town Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator
- Wethersfield, Connecticut (pop. 26,000) - Town Manager
- Wickenburg, Arizona (pop. 7,500) - Town Manager

2021

- Bainbridge Island, Washington (pop. 25,000) - City Manager
- Breckenridge, Texas (pop. 5,000) - City Manager
- Bridgeport, Texas (pop. 6,500) - City Manager
- Briarcliff Manor, New York (pop. 8,000) - Village Manager
- Chandler, Arizona (pop. 270,000) - City Manager
- Chanhassen, Minnesota (pop. 27,000) - City Manager
- Chickasha, Oklahoma (pop. 16,000) - City Manager
- Choctaw, Oklahoma (pop. 12,000) - City Manager
- Clermont, Florida (pop. 44,000) - City Manager
- Flower Mound, Texas (pop. 79,000) - Town Manager
- Johnson City, Tennessee (pop. 65,000) - City Manager
- Kennett Square, Pennsylvania (pop. 6,000) - Borough Manager
- Lago Vista, Texas (pop. 8,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Monett, Missouri (pop. 9,000) - City Administrator
- North Port, Florida (pop. 77,000) - City Manager
- Port Chester, New York (pop. 30,000) - Village Manager
- Sherwood, Oregon (pop. 20,000) - City Manager
- Snoqualmie, Washington (pop. 14,000) - City Administrator
- Spokane, Washington (pop. 220,000) - City Administrator

2020

- Argyle, Texas (pop. 4,000) - Town Administrator
- Bay City, Texas (pop. 17,000) - City Manager
- Bedford, Texas (pop. 49,000) - City Manager
- Boerne, Texas (pop. 16,000) - City Manager
- Castroville, Texas (pop. 3,000) - City Administrator
- Clinton, Connecticut (pop. 13,500) - Town Manager
- Commerce, Texas (pop. 9,000) - City Manager
- Covington, Georgia (pop. 14,000) - City Manager
- DeSoto, Texas (pop. 56,000) - City Manager
- Duncanville, Texas (pop. 40,000) - City Manager
- Hutchinson, Kansas (pop. 42,000) - City Manager
- Hutto, Texas (pop. 30,000) - City Manager
- Iola, Kansas (pop. 5,500) - City Administrator
- Johns Creek, Georgia (pop. 84,000) - City Manager
- Joplin, Missouri (pop. 50,000) - City Manager
- Miami, Oklahoma (pop. 13,500) - City Manager
- Mission Hills, Kansas (pop. 3,500) - City Administrator
- Nacogdoches, Texas (pop. 33,000) - City Manager
- Santa Fe, Texas (pop. 13,000) - City Manager
- Tigard, Oregon (pop. 53,000) - City Manager
- Westworth Village, Texas (pop. 3,000) - City Administrator

2019

- Blaine, Minnesota (pop. 65,000) - City Manager
- Bullard, Texas (pop. 4,000) - City Manager
- Campbell County, Wyoming (pop. 46,000) - Commissioners' Administrative Director/County Administrator
- Canyon, Texas (pop. 15,000) - City Manager
- Copperas Cove, Texas (pop. 34,000) - City Manager
- Killeen, Texas (pop. 145,000) - City Manager
- Kingsville, Texas (pop. 26,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Lenexa, Kansas (pop. 55,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Orange, Texas (pop. 19,000) - City Manager
- Palm Coast, Florida (pop. 86,000) - City Manager

- South Windsor, Connecticut (pop. 26,000) - Town Manager
- Springfield, Oregon (pop. 62,000) - City Manager
- Terrell, Texas (pop. 17,000) - City Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- Vail, Colorado (pop. 5,000) - Town Manager
- Venus, Texas (pop. 5,000) - City Administrator
- Victoria, Texas (pop. 67,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator

2018

- Anna, Texas (pop. 14,000) - City Manager
- Bethany, Oklahoma (pop. 19,000) - City Manager
- Cameron, Missouri (pop. 10,000) - City Manager
- Clackamas County, Oregon (pop. 400,000) - County Administrator
- Clallam County, Washington (pop. 75,000) - County Administrator
- Coffeyville, Kansas (9,500) - City Manager
- Craig, Colorado (pop. 9,000) - City Manager
- Erie, Colorado (pop. 26,000) - Town Administrator
- Forney, Texas (pop. 19,000) - City Manager
- Freeport, Texas (pop. 12,000) - City Manager
- Fulshear, Texas (pop. 9,500) - City Manager
- Green Cove Springs, Florida (pop. 7,500) - City Manager
- Humble, Texas (pop. 15,000) - City Manager
- Jacksonville, Texas (pop. 14,000) - City Manager
- Jupiter, Florida (pop. 60,000) - Town Manager
- Lawton, Oklahoma (pop. 94,000) - City Manager
- Lebanon, Missouri (pop. 15,000) - City Administrator
- Lockhart, Texas (pop. 13,500) - City Manager
- Marshall, Texas (pop. 24,000) - City Manager
- Murfreesboro, Tennessee (pop. 130,000) - City Manager
- Nixa, Missouri (pop. 21,000) - City Administrator
- Paducah, Kentucky (pop. 25,000) - City Manager
- Pflugerville, Texas (pop. 60,000) - City Manager
- Plant City, Florida (pop. 38,000) - City Manager
- Riverside, Missouri (pop. 3,000) - City Administrator
- Smithville, Missouri (pop. 10,000) - City Administrator
- Springfield, Missouri (pop. 167,000) - City Manager
- Sunnyvale, Texas (pop. 6,500) - Town Manager

- West University Place, Texas (pop. 14,000) - City Manager
- Wethersfield, Connecticut (pop. 26,000) - Town Manager

Agreement for Executive Recruitment Services
for City Manager
between

Strategic Government Resources, Inc. ("SGR")
and
City of Midland, Texas ("Organization")

Scope of Services:

SGR shall provide all services for recruitment as described in the formal proposal submitted and described in abbreviated form as follows:

- Development recruitment plan and timeline
- Production of a professional position profile brochure
- Advertising and marketing
- Communication with prospects and applicants
- Initial screening and review of applications
- Briefing with search committee to facilitate selection of semifinalists
- Written questionnaires, customized to the position, for up to twelve (12) semifinalists
- Recorded online interviews for up to twelve (12) semifinalists
- Stage 1 Media Searches on up to twelve (12) semifinalists
- Electronic delivery of semifinalist briefing books and online interviews
- Briefing with the search committee to facilitate selection of finalist candidates
- Assistance with development of advanced exercise for finalist candidates, if desired
- Comprehensive Stage 2 Media Reports for up to five (5) finalist candidates
- Comprehensive background investigation reports on up to five (5) finalist candidates
- Comprehensive Reference Checks for up to five (5) finalist candidates
- Electronic delivery of finalist briefing books
- Assistance with interview questions and interview schedule
- Assistance with stakeholder engagement, if desired
- Assistance with negotiating terms and conditions of employment, if desired
- Up to Two (2) in-person visits by the Recruiter to the Organization.
- Periodic updates regarding the progress of the search, as frequently as desired

The Organization agrees:

- To provide photos/graphics and information necessary to develop position profile brochure
- To respond to drafts of documents and reports in a timely manner; failure to do so may extend timelines and can negatively impact the outcome of the process
- To refer all prospective applicants to SGR and shall not accept applications independently during the recruitment process

- To provide reproduction of hard copy brochure, if desired
- To provide any direct mailings desired by the Organization
- To provide legal opinions to SGR regarding when and if any information must be released in accordance with Public Information requests
- To directly reimburse finalists for travel-related expenses to interview
- That Organization is ultimately responsible for candidate selections and that Organization will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law.
- To comply with the Fair Credit Reporting Act (FCRA) with regard to any pre- or post-adverse action notices and requirements if the Organization decides not to hire a candidate as a result of their credit history report

SGR shall be compensated by the Organization as detailed below:

Not-to-Exceed Price = $24,900*

** Ad placement costs are not included in the Not-to-Exceed Price. These costs are estimated to be between $1,750 and $2,500 and shall be added to the total cost of services upon approval from the organization.*

Not-to-exceed price includes:

- **Professional Service Fee - $18,500**
- **Expenses** (will appear on invoices until not-to-exceed price is reached):
    - **Position Profile Brochure & Marketing - $1,500**
        - Production of a professional position profile brochure
        - Custom-designed graphics for social media and email marketing
        - An announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
        - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
        - Featured job placement on SGR's website
        - Featured ad on SGR's job board
        - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
    - **Semifinalist Recorded Online interviews** for up to twelve (12) semifinalists - **$225 each**
    - **Comprehensive Media Reports** for up to five (5) finalists - **$500 each**
    - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **$400 each**
    - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **$225 each**
    - **Up to two (2) multi-day onsite visits** by one Recruiter to the Organization, for up to 2 and 1/2 days per visit. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead. *Travel will be dependent on COVID restrictions in place at the time and take into consideration the health and safety of team members of both SGR and the Organization.*

Reimbursable Expenses

- **Ad placements, as approved by the Organization, will be billed back at actual cost with no markup for overhead.**

Supplemental Services (<u>not</u> included in the not-to-exceed price above):

- SGR will conduct a Stakeholder Survey for $1,000. SGR will provide recommended survey questions within three (3) business days of project initiation. SGR will set up an online survey within one (1) business day after Organization has reviewed and approved the survey questions. Stakeholders can be directed to a web page or invited to take the survey by email. SGR and Organization will agree to the open survey time period, typically ten (10) to thirty (30) days. Organization shall be responsible for marketing and promoting the survey to stakeholders. A written summary of results is provided to Organization within three (3) business days of survey close date. Survey is not validated statistically.
- Additional online interviews (over and above the twelve (12) included in the not-to-exceed price above) are offered for $225 per candidate.
- Additional comprehensive media reports (over and above the five (5) included in the not-to-exceed price above) are offered for $500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for $400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for $225 per candidate.
- There is a cost of $175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits (over and above the two (2) onsite visits included in the not-to-exceed price above) by one Recruiter will be billed over and above the not-to-exceed price. Travel and onsite time will be billed at a professional fee (per recruiter) of $1,000 per half-day and $1,500 per full day. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates will be reimbursed directly by the Organization for travel expenses.
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

Billing:

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate.

Organization Contact for Invoicing:

Name: _____

Position: _____

Email: _____

Phone: _____

Service Guarantee:

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process one additional time and charge only for expenses. If the organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

Expenses in the event of a repeat search shall include:

- Position Profile Brochure Edits, Custom Graphics, and SGR Marketing - $750
- Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.
- Online interviews - $225 per candidate.
- Comprehensive media reports - $500 per candidate.
- Background investigation reports - $400 per candidate.
- Reference checks - $225 per candidate.
- DiSC Management Profile - $175 per candidate
- Should the organization request printing of semifinalist or finalist briefing materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Recruiter travel. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the organization for travel expenses.
- Stakeholder Survey - $1,000
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

Terms and Conditions:

- The Organization reserves the right to terminate this agreement at any time upon giving SGR seven days advanced written notice to SGR, Attn: Melissa Valentine, PO Box 1642, Keller, TX 76244 or by email to MelissaValentine@GovernmentResource.com. In such an event, SGR will be compensated for all work satisfactorily completed up to and through the date of termination.
- The Organization acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects throughout the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates who SGR may be having conversations with as part of the recruitment process, may be damaging to the prospects and SGR. Accordingly, the Organization acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of SGR, regardless of whether such information has been shared with the Organization or not, including all decisions regarding release of information, until such time that a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the Organization and all decisions regarding public disclosure shall be determined by the Organization, except that psychometric assessments, questionnaires, and any information produced by SGR is proprietary and shall not become the property of the Organization or subject to disclosure. If the Organization receives an open records request, the Organization shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt. The Organization shall provide sufficient time for SGR to notify and provide advance notice to the impacted individuals prior to the Organization releasing the required information with protected information redacted.
- **All travel will be dependent on COVID restrictions in place at the time and take into consideration and health and safety of team members of both Parties.**

Approved and Agreed to, this the _____ day of _____, 2023 by and between

Jeri J. Peters, President of Executive Recruitment Strategic Government Resources	City of Midland, Texas Printed Name: _____ Title: _____

City of Midland

City Secretary's Office

Interoffice Memorandum

Date: February 28, 2023

To: The Honorable Mayor Blong and Council

From: Amy M. Turner, City Secretary

Subject: Membership - Boards and Commissions

Attached is an updated membership listing for the City's Boards and Commissions effective February 28, 2023. Remaining expirations and vacancies are listed below:

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD:

One vacancy expiring September 30, 2023. (Resolution of appointment is made each February and each appointment must be ratified by the Conservancy Board in March at their annual meeting)

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND
February 28, 2023

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)
(Membership-10; Terms - 3 Years expiring 3-3-4.)

	Appt Date	Term Expires	Eligibility Expires
Wes Reeves	08/15*	Sept 30 2023	Sept 30 2023
Gena Linebarger	09/20	Sept 30 2023	Sept 30 2026
Benjamin Fietz	09/20	Sept 30 2023	Sept 30 2026
Beverly Dillow	10/21	Sept 30 2024	Sept 30 2027
Dave Joyner	10/21	Sept 30 2024	Sept 30 2027
James Linderman	04/22	Sept 30 2025	Sept 30 2028
Justin Kuethe	09/19	Sept 30 2025	Sept 30 2025
Nick McClure	09/19	Sept 30 2025	Sept 30 2025
Frank Kisner	09/22	Sept 30 2025	Sept 30 2028
Brandon Patterson	09/22	Sept 30 2025	Sept 30 2028

Justine Ruff (Liaison)
Lori Blong (Council Liaison)

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

Eligibility Requirements: Resident of Midland County

ANIMAL CONTROL ADVISORY COMMISSION

(Advisory)
(Membership - 7; Terms - 4 Years)

	Appt Date	Term Expires	Eligibility Expires
Ty Coleman (daily operations)	09/17	Sept 30 2025	Does Not Expire
Dr. J. Annette Jensen (Veterinarian)	04/20	Sept 30 2024	Does Not Expire
Tasha Sport	04/20	Sept 30 2024	Sept 30 2028
Sharla Hotchkiss	04/20	Sept 30 2024	Sept 30 2028
Robert “Robin” Donnelly (County)	11/13	Sept 30 2025	Does Not Expire
Alyson Dial	09/18	Sept 30 2026	Sept 30 2026
Beth Meeks	09/22	Sept 30 2026	Sept 30 2030

Ty Coleman (Liasion)
Dan Corrales (Council Liaison)

Eligibility Requirements: 1 License Veterinarian, 1 Animal Shelter Employee, 1 Animal Welfare Organization Representative, 1 County or Municipal Official, 3 Citizens

BUILDING AND FIRE CODE REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(Decision Making)

(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
T.J. McClure (Architect)	12/18	Sept 30 2024	Sept 30 2030
Laurence Oeth (Structural Engineer)	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
Dean Kelly (Plumbing & Mechanical Contractor)	04/22	Sept 30 2028	Sept 30 2034
Kenneth Whiting (Fire Protection)	04/22	Sept 30 2028	Sept 30 2034
Jeff Pinkstaff (Liaison)	12/18	Sept 30 2024	Sept 30 2030
Dan Corrales (Council Liaison)			

Eligibility Requirements: Members shall reside within the City.

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
Brian Sales	06/18
Chuck Harrington	06/18
Jose Ortiz (Liaison)	06/18
Bill Scott	09/22
Lori Blong (Council Liaison)	

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory)
(Membership - 7; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
Clint Williamson	04/21*	Sept 30 2023	Sept 30 2025
Ellen K. Ramsey	10/18	Sept 30 2023	Sept 30 2023
Vicky Hailey	09/21	Sept 30 2023	Sept 30 2025
Brandon Ofield	09/20	Sept 30 2024	Sept 30 2024
Ankur Bhakta	09/22	Sept 30 2024	Sept 30 2026
Cole Harrison	09/22	Sept 30 2024	Sept 30 2026
Reggie Lawrence	09/22	Sept 30 2024	Sept 30 2026

Marcia Bentley-German (Liaison)
Robin Poole (Council Liaison)
John Norman (Council Liaison)

Eligibility Requirements: Members shall be thoroughly familiar with Chapter 351, “Municipal Hotel Occupancy Taxes”, 1 Member Representative of Hotel/Motel Association.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

(Separate Legal Entity)
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 2024

MIDLAND DEVELOPMENT CORPORATION

(Decision Making/Separate Legal Entity)
(Membership - 7; Terms -3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
Chase Gardaphe	01/19	Jan 14 2025	Jan 14 2025
Barry Simpson	01/19	Jan 14 2025	Jan 14 2025
Brad Bullock	04/21*	Jan 14 2026	Jan 14 2029
Lucy Sisniega	02/22	Jan 14 2025	Jan 14 2028
P Lourcey Sams	04/20*	Jan 14 2026	Jan 14 2026
Jill Pennington	04/20*	Jan 14 2026	Jan 14 2026
Zachary Deck	01/23	Jan 14 2026	Jan 14 2029

Marcia Bentley-German (Liaison)
Lori Blong (Council Liaison)

Eligibility Requirements: No director or employee shall be related to a current City Council

member.

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD

(Separate Legal Entity)
(Membership - 7; City Appoints 3 Seats; Terms -3 Years - Staggered)
(Resolution of appointment is made each February and each appointment must be ratified by the Conservancy Board in March at their annual meeting)

	Appt Date	Term Expires	Eligibility Expires
Barry Beal Jr.	08/18	Sep 30 2024	Sep 30 2024
David Byrd	08/18	Sep 30 2023	Sep 30 2023
Sharla Hotchkiss	07/20*	Sep 30 2025	Sep 30 2025

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

(Separate Legal Entity)
(Membership - 5; Terms - 2 Years expiring 3 even & 2 odd.)
Appointments Made by Mayor (LGC 392.031)

	Appt Date	Term Expires
Latoya Mayberry	06/21	Oct 2023
Sylvestor Cantu	09/18*	Oct 2023
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2023
Wes Gotcher	09/20	Oct 2024
Robert Lehrer	09/20	Oct 2024

Isaac Garnett (Staff Liasion)

Eligibility Requirements: No member may be an officer or employee of the City of Midland.

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making/Separate Legal Entity)
(Membership – 12 with 6 appointed by Midland; Terms - 2 Years Staggered; Can serve 3 terms)

	Appt Date	Term Expires	Eligibility Expires
Joseph Sanchez	12/19*	Sept 30 2023	Sept 30 2027
Daniel Norwood	04/21*	Sept 30 2023	Sept 30 2029
Brian Stubbs	06/22*	Sept 30 2023	Sept 30 2029
Don “Woody” Woodward	09/22	Sept 30 2024	Sept 30 2028
Dan Corrales	09/22	Sept 30 2024	Sept 30 2028
Robert Crites	10/22	Sept 30 2024	Sept 30 2028

Charles Harrington (Liaison)

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
Court Adkins (Petroleum Eng.)	09/17	Sept 30 2023	Sept 30 2023
Rhett Bullock (Petroleum Eng.)	09/21	Sept 30 2024	Sept 30 2027
Cameron Willmann (Real Estate)	10/21*	Sept 30 2024	Sept 30 2027
Scott Bowden (Real Estate)	10/19	Sept 30 2025	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2025	Sept 30 2025

Ron Jenkins (Liaison)

Eligibility Requirements: 3 Petroleum Engineers or Geologists and 2 with Property Development or Real Estate Experience.

PARKS AND RECREATION COMMISSION

(Advisory)
(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	Appt Date	Term Expires	Eligibility Expires
Susannah Prucka	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
Shirley Howard	02/16*	Sept 30 2024	Sept 30 2024
Laura Smith	10/19	Sept 30 2025	Sept 30 2025
Amber Voithorer	09/22	Sept 30 2025	Sept 30 2028
Rachel Overman	09/22	Sept 30 2025	Sept 30 2028
Sarah Judge	09/22	Sept 30 2025	Sept 30 2028
Lynn Rogers	09/22	Sept 30 2025	Sept 30 2028

Cristina Odenburg-Burns (Liaison)
John Norman (Council Liaison)

Eligibility Requirements: Resident Citizen, Taxpayer and Qualified Voter.

PERMIAN BASIN COMMUNITY CENTER FOR MH/MR (PermiaCare)

(Separate Legal Entity)
(Membership 9 - 2 (City); Terms - 2 Years)

	Appt Date	Term Expires
Derek Cook (City)	06/21	June 2023
Ryan Peckham (City)	08/20	June 2024

PERSONNEL BOARD OF APPEALS

(Decision Making)
(Membership - 3; No designated terms. Mayor appoints.)

	Appt. Date
Scott Dufford	01/14
Hugh A. “Andy” Shaffer	09/05
Patrick Payton	01/20

Mark Widman (Liaison)

Eligibility Requirements: Board consists of two City Council members and one other member who is not a City employee.

PLANNING AND ZONING COMMISSION

(Decision Making)
(Membership - 7; Terms - 3 Years)

	Appt Date	Term Expires	Eligibility Expires
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
Adrian Carrasco	09/21	Sept 30 2024	Sept 30 2027
Emily Holeva	09/22	Sept 30 2025	Sept 30 2028
Abraham Bejil	09/22	Sept 30 2025	Sept 30 2028
ALTERNATES:			
Beverly Dillow	09/21	Sept 30 2024	Sept 30 2027
Sallie Vega	09/22	Sept 30 2025	Sept 30 2028

Elizabeth Shaughnessy (Liaison)

Eligibility Requirements: Resident citizen of City of Midland, owner of real property within the City Limits and qualified Voter.

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
Derek Whiting	01/18*	Sept 30 2023	Sept 30 2023
E.J. Baldridge	02/18*	Sept 30 2023	Sept 30 2023
Robert Gray	01/21*	Sept 30 2023	Sept 30 2027
Reed Claybrook	03/19*	Sept 30 2024	Sept 30 2024
James Gerety	10/22	Sept 30 2024	Sept 30 2026
ALTERNATES: (not applicable to Airport Zoning)			
Ross Schumann		Sept 30 2025	
VACANCY		**Sept 30 2020**	
VACANCY		**Sept 30 2020**	
VACANCY		**Sept 30 2020**	

Jeff Pinkstaff (Staff Liaison)

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: 1/6/2023

Name: GUSTAVO GONZALEZ

Phone: 432-257-2009 **(Home)**

Address: 6609 MOSSWOOD DR

432-257-2009 **(Business)**

MIDLAND TX 79707

Email: GGONZALEZ@ODSEP.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 6 **years.**

Occupation: Chief Comercial Officer for Odessa Separator Inc

Professional and/or Community Activities:

SPE - Society of Petroleum Engineers (Chair Program), SWPSC (Program Committee Member)

SPE- Volunteer Activities in the permian such as West Texas Food bank, social events thru SPE Permian Basin

What is your personal vision for the City?

My vision of Midland is a place where Midlanders feel proud about the city, a safe place where the community feels protected and wants to raise their families. I beleive in our local market, skills and talents from the comunity where we can create more events such as concerns, theatre, festivals, Opera, Art shows, etc,

Please specify any time constraints you may have.

Once a month I need to travel to Houston, Denver or Dallas due to business meetings. But these trips are scheudle with at least 2 weeks in advance .

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:

Midland Downtown Park Conservancy Board

Please tell us why you are interested in serving on this board or commission.

I can add value to the Board, and help them to protect and create innovate ways to have the community participating and using our green areas, as well of making these social areas more enjoyable.

What contribution would you most like to make?

My brackgroud is an Industrial Engineering, but has been involve in the Oil and Gas from the past 10 years. but I have some engineering knolowage and Financial/Operational backgroud that could help the board.

Additional pertinent information or references:

My current position involves a lot of constant communication with people from E&P companies that are either moving to Midland or already live in Midland. If they want some references: Paula Tocora (Enviromental Eng from ConocoPhillips), Seth Riddle

(2) Name of Board/Commission:

Oil and Gas Advisory Committee:

What contribution would you most like to make?

I have more than 10 years of experience in the Oil and Gas industry including US and Overseas shales. Manageing personnel and working in conjuction with a very diverse group of people from different countries.

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:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

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: 1/19/2023

Name: Lee Sanchez

Phone: 432-853-5659 **(Home)**

Address: 5105 King Richards row

432-218-8640 **(Business)**

Email: Lee@sculpt-haus.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 34 **years.**

Occupation: Nurse Practitioner/Self-employed

Professional and/or Community Activities:

Owner of Sculpt Haus Medical Spa, and Sip Haus Cocktail Lounge. Previous owner of Trinity Providers Home Health.

What is your personal vision for the City?

I would like to see Midland continue to develop, grow, and expand, especially in areas of entertainment, hospitality, and recreation.

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:

Park Conservancy Board

Please tell us why you are interested in serving on this board or commission.

I believe the park is the hub of downtown. The parks development and maintenance is crucial to the success of businesses in downtown Midland.

What contribution would you most like to make?

I would like to head a project that encourages increased attendance activities, and overall use of the park.

Additional pertinent information or references:

Jessica Rule (432)230 - 2328

Brennan Berry (646)460 - 4778

Scooter Brown (432)889-5080

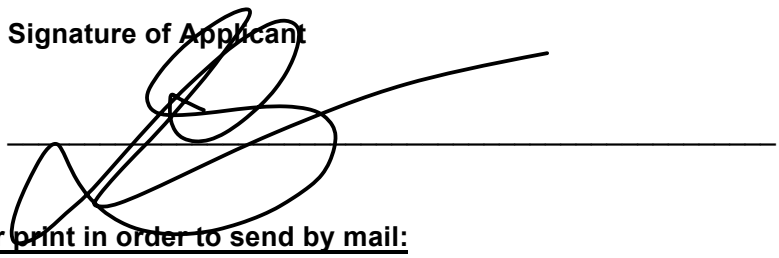
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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City of Midland

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Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 2/3/2022

Name: James Rex

Phone: 281-785-9447 **(Home)**

Address: 5200 Briarwood #15301

432-688-4454 **(Business)**

Midland Texas 79707

Email: jryanrex@hotmail.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 4 **years.**

Occupation: Assistant Chief Investigator - Midland DA's Office

Professional and/or Community Activities:

Board Member - Midland West Rotary Club, Service Director - Midland West Rotary Club, Member - Midland West Rotary Club,

Member - Northeast Midland Volunteer Fire Department

What is your personal vision for the City?

My personal vision for Midland is a city that is a destination. I would like for Midland to be a destination, not just for out of town visitors, but for residents of Midland as well. Instead of considering a weekend trip to Lubbock or the Metroplex, I envision Midland as a place where residents are perfectly content to stay at home and meet out of town visitors at parks, restaurants, and venues.

Please specify any time constraints you may have.

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:

Midland Downtown Park Conservancy

Please tell us why you are interested in serving on this board or commission.

Parks and green spaces greatly contribute to the quality of life of residents and to the draw a city has for out of town visitors. I would to make sure our downtown park maintains its excellence and continues to improve and progess as a premier park destination.

What contribution would you most like to make?

I worked many years in high school and college in parks maintenance. I also regularly utilize several Midland parks. I would just hope to contribute my unique perspective and experience in matters of the park conservancy.

Additional pertinent information or references:

Rowdy Stilwell; Operations Manager - McClure Oil Company; 5700 Oak Valley, Midland, Texas 79707; 432-288-2026

Lisa Borden; Trial Team Chief, 385th District Court, Midland County DA's Office, 500 N. Loraine, Midland; 432-688-4411

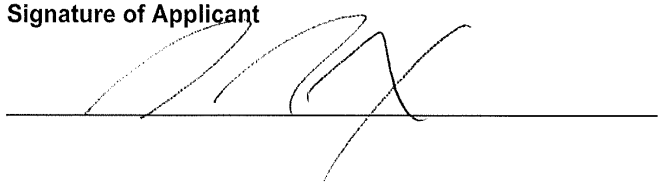
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 2/21/2023

Name: Spencer Robnett

Phone: 432-553-8545 **(Home)**

Address: 1509 Princeton Ave.

_____ **(Business)**

Midland Texas 79701

Email: spencer.robnett@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 31 **years.**

Occupation: Independent, Oil and Gas, QSR, Real Estate

Professional and/or Community Activities:

8 years on Midland City Council, At-Large

Various community, church, nonprofit and civic related activities

What is your personal vision for the City?

To continue to see Midland grow into a City we would be proud to leave to future generations of Midlanders

Please specify any time constraints you may have.

N/A

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:

Midland Downtown Park Conservancy

Please tell us why you are interested in serving on this board or commission.

The Downtown park was conceived, negotiated and built while I was on City Council. I would like to see its continued success and growth.

What contribution would you most like to make?

-I can provide a unique perspective and level of understanding of the origination and operation of the park and the coordination required between the Conservancy board, Conservancy donors and the City of Midland.

-Fundraising/planning for a grand opening concert (previously cancelled due to covid)

Additional pertinent information or references:

Sharla Hotchkiss, Greg Byrd, BJ Beal, Scott Kidwell, Tim Leach, Travis Stice, Chris Boehler, Wes Perry, Jerry Morales

(2) Name of Board/Commission:

n/a

What contribution would you most like to make?

n/a

Additional pertinent information or references:

n/a

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Signature of Applicant



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Print Application

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD
(Membership - 7; City Appoints 3 Seats; Terms -3 Years - Staggered)
January 2022 - January 2023

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Barry Beal Jr.	Sept 30 2024	57%	4	7	Yes	
David Byrd	Sept 30 2023	100%	7	7	No	
Sharla Hotchkiss	Sept 30 2025	86%	6	7	Yes	
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Lee Sanchez (D4)						
James Rex (D4)						
Gustavo Gonzalez (D4)						
Spencer Robnett (D3)						