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

CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
April 13, 2021 - 9:45 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

Videoconference Information

Please click this URL to join. https://zoom.us/j/95708419179?pwd=THU5Ri82R3JWWHVQWjMvcHVJT2diQT09
Passcode: 939922
Or One tap mobile:
+13462487799,,95708419179# US (Houston)
+16699009128,,95708419179# US (San Jose)
Or join by phone:
Dial(for higher quality, dial a number based on your current location):
US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656
Webinar ID: 957 0841 9179
International numbers available: https://zoom.us/u/anatciFGp

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

BOARDS AND COMMISSIONS

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

OPENING ITEMS

2. Invocation – Reverend Pat Bryant, Travis Baptist Church

3. Pledge of Allegiance

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   a. SPECIAL CITY COUNCIL MEETING OF MARCH 18, 2021

b. SPECIAL CITY COUNCIL MEETING OF MARCH 19, 2021

c. REGULAR CITY COUNCIL MEETING OF MARCH 23, 2021

5. 2021-037 – RESOLUTION AUTHORIZING THE EXECUTION OF TASK ORDER NUMBER 1 WITH PARKHILL, SMITH & COOPER, INC., DBA PARKHILL REGARDING THE WATER & WASTEWATER, SOLID WASTE AND VEHICLE SERVICES CONSTRUCTION PROJECT; SAID TASK ORDER TO BE IN THE AMOUNT OF $1,299,792.00 AND TO PROVIDE DESIGN, BUILDING, AND ARCHITECTURAL SERVICES; APPROVING $129,979.00 IN CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID TASK ORDER (GENERAL SERVICES)

6. 2021-038 – RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND PARK MALL TRAFFIC IMPROVEMENTS PROJECT TO REECE ALBERT, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $532,426.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

7. 2021-039 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF THE PLANT FARM POND RE-LINING AND PUMP STATION REPLACEMENT FOR THE UTILITIES DEPARTMENT FOR A COST OF $811,965.00; APPROVING $162,393.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS (GENERAL SERVICES)

8. 043-2021 – MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, FOR THE FOLLOWING PROJECT: ASSIST AIRPORT/CITY IN EVALUATION OF THE FEASIBILITY OF RELOCATING MIDLAND AIRPARK (MDD) TO MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF) AND AUTHORIZING THE APPROPRIATION OF FUNDS FOR SAID PROJECT (AIRPORTS)

9. 044-2021 – MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE MAF MULTI-FACILITY REHABILITATION PROJECT (900308) AT MIDLAND INTERNATIONAL AIR & SPACE PORT; SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION AUTHORIZING THE INTERIM CITY MANAGER OR THE INTERIM CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS (AIRPORTS)

10. 2021-040 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MID-TEX OF MIDLAND, INC., IN THE AMOUNT OF $123,490.00 FOR THE GATE #6 ELEVATED WALKWAY INSTALLATION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT (AIRPORTS)

11. 2021-041 – RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, IN SUPPORT OF THE HONORABLE UNITED STATES CONGRESSMAN AUGUST PFLUGER'S PARTICIPATION IN THE UNITED STATES HOUSE OF REPRESENTATIVES COMMUNITY PROJECT FUNDING PROCESS FOR THE U.S. FISCAL YEAR 2022 (CITY MANAGER)

12. 031-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH THE GREATER MIDLAND FOOTBALL LEAGUE TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO YOUTH FOOTBALL (COMMUNITY SERVICES) (DEFERRED FROM MARCH 23, 2021)

13. 2021-042 – RESOLUTION APPROVING THE TRANSFER FROM PARSLEY ENERGY OPERATING, LLC ("OPERATOR") TO PIONEER NATURAL RESOURCES USA, INC. ("TRANSFEREE") OF ALL OF OPERATOR'S OIL AND GAS WELL PERMITS AND ROAD REPAIR AGREEMENTS ASSOCIATED WITH OPERATIONS LOCATED IN SECTIONS 1 AND 9, BLOCK X, H.P. HILLIARD SURVEY, AND SECTION 36, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DEVELOPMENT SERVICES)

14. 2021-043 – RESOLUTION APPROVING PARSLEY ENERGY OPERATING, LLC'S, ASSIGNMENT OF TWO EXISTING RIGHT-OF-WAY LICENSES TO PIONEER NATURAL RESOURCES USA, INC. (REGARDING CITY-OWNED PROPERTY LOCATED IN SECTION 9, BLOCK X, H.P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS); AND RATIFYING AND APPROVING PREVIOUS ASSIGNMENTS MADE BY PREDECESSORS IN INTEREST TO SAID LICENSES (UTILITIES)

15. 2021-044 – RESOLUTION ADOPTING A NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM (ENGINEERING SERVICES)

16. 2021-045 – RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENT DONATION AGREEMENT WITH GRASSLAND ESTATES WEST HOMEOWNERS' ASSOCIATION FOR CERTAIN TRAFFIC CALMING IMPROVEMENTS TO HOMESTEAD BOULEVARD; AND APPROPRIATING FUNDS RECEIVED IN ACCORDANCE WITH SAID AGREEMENT (ENGINEERING SERVICES)

17. 045-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND WPX ENERGY PERMIAN, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 6 AND 7, BLOCK C-24, ABSTRACT A-1026 AND A-1027, LOVING COUNTY, TEXAS (UTILITIES)

SECOND READINGS

18. 10156 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,166-SQUARE FOOT PORTION OF LOT 1, BLOCK 27, ORIGINAL TOWN, 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 RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

19. 10157 – 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 BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

20. 10158 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,881-SQUARE FOOT PORTION OF BLOCK 1, LESS THE 250-FOOT BY 150-FOOT NORTHWEST CORNER AND LESS THE 224-FOOT BY 150-FOOT SOUTHWEST CORNER, REPLAT OF BLOCKS 1 AND 2, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 277 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

21. 10159 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 24.5578-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 625 FEET NORTH OF BRIARWOOD AVENUE AND APPROXIMATELY 2,153 FEET EAST OF AVALON DRIVE); ORDERING PUBLICATION;

AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

22. 10160 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 24.5578-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 625 FEET NORTH OF BRIARWOOD AVENUE AND APPROXIMATELY 2,153 FEET EAST OF AVALON DRIVE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

23. 10161 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 40 FEET OF LOT 5 AND ALL OF LOT 6, BLOCK 27, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST MISSOURI AVENUE AND SOUTH G STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST 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 (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

24. 10162 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE MIDDLE 50 FEET OF THE NORTHEAST QUARTER OF BLOCK 74, ORIGINAL TOWN, 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 JEFFERSON STREET, APPROXIMATELY 70 FEET SOUTH OF EAST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

25. 10163 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1C, BLOCK 33, NORTHGATE ADDITION, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDLAND DRIVE AND BRIARWOOD AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

26. 10164 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 4, AMARON ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WOLCOTT AVENUE AND RANKIN HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

27. 10166 – AN ORDINANCE VACATING AND ABANDONING A 0.417-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 1, WITCHER ADDITION, AND LOTS 2 AND 3, BLOCK 1, WITCHER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORDEN DRIVE, APPROXIMATELY 296 FEET NORTH OF BUSINESS INTERSTATE 20); ADOPTING THE APPRAISAL BY THE INTERIM CITY MANAGER OF $54,489.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

28. 10167 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 39, 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 WEST SIDE OF SOUTH BENTON STREET, APPROXIMATELY 150 FEET SOUTH OF EAST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

29. 10168 – AN ORDINANCE CHANGING THE NAME OF THE PORTION OF EAST JAX AVENUE THAT IS ADJACENT TO LOT 11, BLOCK 1, LOTS 4 AND 5, BLOCK 4, AND BLOCK 5, BARBER-COLE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, AND GENERALLY LOCATED BETWEEN NORTH FORT WORTH STREET AND NORTH TERRELL STREET, TO “KENAN AVENUE”; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND DIRECTING THE CITY SECRETARY TO SEND THE MIDLAND EMERGENCY COMMUNICATIONS DISTRICT A CERTIFIED COPY OF THIS ORDINANCE (ENGINEERING SERVICES) (FIRST READING HELD MARCH 23, 2021)

30. 10169 – AN ORDINANCE ESTABLISHING INTERSECTION STOPS AT VARIOUS LOCATIONS WITHIN THE CITY OF MIDLAND, TEXAS; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS AT THE DESIGNATED LOCATIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION

(ENGINEERING SERVICES) (FIRST READING HELD MARCH 23, 2021)

PUBLIC HEARINGS

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

31. 10165 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 0.91-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 966 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (DEFERRED FROM MARCH 23, 2021)

32. 10170 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE SOUTH 50 FEET OF THE NORTHWEST QUARTER AND THE NORTH 50 FEET OF THE SOUTHWEST QUARTER OF BLOCK 19, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH TERRELL STREET, APPROXIMATELY 143 FEET SOUTH OF EAST KANSAS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

33. 10171 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 4, REPLAT OF WINDWOOD PARK, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LR, LOCAL RETAIL DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MAIN STREET AND ELM AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

34. 10172 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE NORTH HALF OF LOT 11 AND ALL OF LOT 12, BLOCK 187, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST FLORIDA AVENUE AND SOUTH BAIRD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC

BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

35. 2021-046 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR POP-UP MARKETS ON LOT 12, BLOCK 26, AND A PREVIOUSLY-VACATED 0.032-ACRE PORTION OF WEST OHIO AVENUE RIGHT-OF-WAY, A 0.13-ACRE PORTION OF NORTH COLORADO STREET RIGHT-OF-WAY, AND A 0.22-ACRE PORTION OF WEST OHIO AVENUE RIGHT-OF-WAY, ALL ADJACENT TO LOT 12, BLOCK 26, AND ALL OUT OF ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF NORTH COLORADO STREET AND WEST OHIO AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DEVELOPMENT SERVICES)

EXECUTIVE SESSION

36. 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 551.074, Personnel Matters

    a.1. Deliberate the employment, evaluation, and duties of the Interim City Manager

Respectfully Submitted,

Robert Patrick
Interim City Manager

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

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND
April 13, 2021

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)
(Membership-10; Terms - 3 Years expiring 3-3-4.)

	Appt Date	Term Expires	Eligibility Expires
Nick Hood	09/15	Sept 30 2021	Sept 30 2021
Armand “Chip” Smith	09/18	Sept 30 2021	Sept 30 2024
Scooter Brown	09/16	Sept 30 2022	Sept 30 2022
Wes Reeves	08/15*	Sept 30 2023	Sept 30 2023
Justin Kuethe	09/19	Sept 30 2022	Sept 30 2025
Nick McClure	09/19	Sept 30 2022	Sept 30 2025
Gena Linebarger	09/20	Sept 30 2023	Sept 30 2026
Butch Morgan	09/20	Sept 30 2023	Sept 30 2026
Benjamin Fietz	09/20	Sept 30 2023	Sept 30 2026
Joshua Lorenz	09/20	Sept 30 2023	Sept 30 2026

Justine Ruff (Liaison)

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

ANIMAL SERVICES ADVISORY COMMISSION

(Advisory)
(Membership - 7; Terms - 4 Years)

	Appt Date	Term Expires	Eligibility Expires
Leah Lewis	09/17	Sept 30 2021	Sept 30 2025
Robert “Robin” Donnelly	11/13	Sept 30 2021	Sept 30 2021
Dr. (Erickson) Lee (Veterinarian)	05/14	Sept 30 2022	Sept 30 2022
Alyson Dial	09/18	Sept 30 2022	Sept 30 2026
Dr. J. Annette Jensen (Veterinarian)	04/20	Sept 30 2024	Sept 30 2028
Tasha Sport	04/20	Sept 30 2024	Sept 30 2028
Sharla Hotchkiss	04/20	Sept 30 2024	Sept 30 2028

Leah Lewis (Liasion)

BUILDING AND FIRE CODE REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(Membership – 9; Terms – 6 Years)

Shall consist of two architects, a fire protection contractor or specialist, a general contractor, an electrical contractor, a homebuilder, a plumbing and mechanical contractor, a structural engineer, a City Council Liaison

	Appt Date	Term Expires	Eligibility Expires
Ryan Almand (Electrical Contractor)	12/18	Sept 30 2024	Sept 30 2030
Jay Bradford (Architect)	12/18	Sept 30 2024	Sept 30 2030
Ron Ainsworth (Plumbing & Mechanical Contractor)	12/18	Sept 30 2024	Sept 30 2030
T.J. McClure (Architect)	12/18	Sept 30 2024	Sept 30 2030
Laurence Oeth (Structural Engineer)	12/18	Sept 30 2024	Sept 30 2030
David Hickman (Fire Protection)	12/18	Sept 30 2024	Sept 30 2030
Gary Glasscock (General Contractor)	12/18	Sept 30 2024	Sept 30 2030
Robert Anderson (Homebuilder)	12/18	Sept 30 2024	Sept 30 2030
Jeff Pinkstaff (Liaison)	12/18	Sept 30 2024	Sept 30 2030

CAPITAL IMPROVEMENT ADVISORY COMMITTEE

(Advisory)

(Membership – 7)

A minimum of 40% must be representative of real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.)

	Appt Date
Carl Craigo	10/19
Walter Pate	06/18
Mark Payne	06/18
Courtney Black	06/18
Brian Sales	06/18
Chuck Harrington	06/18
Jose Ortiz	06/18

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory)

(Membership - 7; Terms - 2 Years Staggered)

4 2020, 3 -2021

	Appt Date	Term Expires	Eligibility Expires
Ellen K. Ramsey	10/18	Sept 30 2021	Sept 30 2023
VACANT (Williamson)	10/18	Sept 30 2021	Sept 30 2023
David Blackketter	10/18	Sept 30 2021	Sept 30 2023
Joey Hopkins	10/18	Sept 30 2022	Sept 30 2022
Alex Singh	10/18	Sept 30 2022	Sept 30 2022
Becky Wisdom	10/18	Sept 30 2022	Sept 30 2022
Brandon Ofield	09/20	Sept 30 2022	Sept 30 2024

Lori Blong (Council Liasion)

MANAGED COMPETITION COMMITTEE

(Ad Hoc)

	Appt. Date
Jon Morgan	01/02
Wes Perry	01/02
Roy Nelson	01/02
Hugh “Andy” Shaffer	12/03
Scott Dufford	01/02
Ted Tipton	04/04
Kevin Sparks	11/07
Scott Lovett	04/10
P. Lourcey Sams	04/10

Ex-Officio members are the Mayor and the City Manager.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Five Directors, Elected by Local Taxing Entities.
City Nominates/Cast Vote for one Director
(Terms - 2 Years)

	Appt Date	Term Expires
Robert McNaughton	11/15	Dec 31 2021

MIDLAND DEVELOPMENT CORPORATION

(Membership - 7; Terms -3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
Chase Gardaphe	01/19	Jan 14 2022	Jan 14 2025
Wesley Bownds	07/15*	Jan 14 2022	Jan 14 2022
Barry Simpson	01/19	Jan 14 2022	Jan 14 2025
Stephen Lowery	01/17	Jan 14 2023	Jan 14 2023
P Lourcey Sams	04/20	Jan 14 2023	Jan 14 2026
Jill Pennington	04/20	Jan 14 2023	Jan 14 2026
VACANY (Bedell)	04/20	Jan 14 2023	Jan 14 2026

MIDLAND FRESH WATER SUPPLY DISTRICT #1

(Ad Hoc)
(3 Non Voting Members)

	Appt Date
Wes Perry	05/12
Gary Harris	05/12
Wayne Merritt	05/12

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
Steve Jones	**09/08***	**Jan 1 2010**	**Jan 1 2012**
Cathy Oestmann	**11/05***	**Jan 1 2010**	**Jan 1 2010**
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2009**	
Curt Kamradt	**11/05***	**Jan 1 2014**	**Jan 1 2014**

Sharla Hotchkiss (Liaison)

MIDLAND HOUSING AUTHORITY COMMISSION

(Membership - 5; Terms - 2 Years expiring 2 even & 3 odd.)

Appointments Made by Mayor (LGC 392.031)

	Appt Date	Term Expires
Sylvestor Cantu	09/18*	Oct 2021
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2021
Wes Gotcher	09/20	Oct 2022
Robert Lehrer	09/20	Oct 2022
Dennis Bade	09/12	Oct 2022

Isaac Garnett (Staff Liasion)

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD

(Ad Hoc)

	Appt. Date
Vacancy	
W. L. “Scooter” Brown	09/04
Vacancy	
Richard Hatchett	11/08
Vacancy	
Ted H. Jones	09/04
Mitch Malouf	11/08
Christi Newton	09/04
Dan Rush	09/04

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)
(Membership - 6; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
VACANT (Westmoreland)	06/18*	Sept 30 2020	Sept 30 2022
E. J. Baldridge	10/18	Sept 30 2022	Sept 30 2022
Iris Foster	06/18*	Sept 30 2022	Sept 30 2022
Joseph Sanchez	12/19	Sept 30 2021	Sept 30 2023
Jack Ladd	07/20	Sept 30 2022	Sept 30 2024
John Norman	07/20	Sept 30 2022	Sept 30 2024

OIL AND GAS ADVISORY COMMITTEE

(Advisory)
(Membership – 5; Terms – 3 Years expiring 2-2-1)
2 real property developer, real estate sales, or developer; 3 Lic. petroleum engineer, engineer w/ bachelor, or geologist

	Appt Date	Term Expires	Eligibility Expires
Stephen Brumley (Petroleum Eng.)	11/15	Sept 30 2021	Sept 30 2021
Bill Lanier (Real Estate)	09/18	Sept 30 2021	Sept 30 2024
Scott Bowden (Real Estate)	10/19	Sept 30 2022	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2022	Sept 30 2025
Court Adkins (Petroleum Eng.)	09/17	Sept 30 2023	Sept 30 2023

PARKS AND RECREATION COMMISSION

(Advisory)
(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	Appt Date	Term Expires	Eligibility Expires
Shirley Howard	02/16*	Sept 30 2021	Sept 30 2024
Connie Ferguson	09/16	Sept 30 2022	Sept 30 2022
Stephanie Martin	10/16	Sept 30 2022	Sept 30 2022
Laura Smith	10/19	Sept 30 2022	Sept 30 2025
Francis Schammel	10/19	Sept 30 2022	Sept 30 2025
Susannah Prucka	04/20	Sept 30 2023	Sept 30 2026
Lynn Rogers	04/20	Sept 30 2023	Sept 30 2026
Dal Watson	09/20	Sept 30 2023	Sept 30 2026
Ron Stroman	09/20	Sept 30 2023	Sept 30 2026

Tina Juaz (Liaison)

John Norman (Council Liaison)

PERMIAN BASIN COMMUNITY CENTER FOR MENTAL HEALTH AND MENTAL RETARDATION

(Decision Making)
(Membership - 2 (City); Terms - 2 Years)

	Appt Date	Term Expires
Larry Edgerton (City)	07/10*	June 2021
Ryan Peckham (City)	08/20	June 2022

PERSONNEL BOARD OF APPEALS

(Decision Making)
(Membership - 3; No designated terms. Mayor appoints.)

	Appt. Date
Scott Dufford	01/14
John B. Love III	01/14
Hugh A. “Andy” Shaffer	09/05

PLANNING AND ZONING COMMISSION

(Advisory & Decision Making)
(Membership - 7; Terms - 3 Years)

	Appt Date	Term Expires	Eligibility Expires
Reggie Lawrence	09/14*	Sept 30 2021	Sept 30 2021
Chase Gardaphe	01/14*	Sept 30 2022	Sept 30 2022
Karmen Bryant	02/19*	Sept 30 2022	Sept 30 2025
Diane Williams	09/17	Sept 30 2023	Sept 30 2023
Lucy Sisniega	09/20	Sept 30 2023	Sept 30 2026
Stacey Jo Grosse	09/20	Sept 30 2023	Sept 30 2026
Zachary Deck	09/20	Sept 30 2023	Sept 30 2026

ALTERNATES:

Emily Holeva	09/20	Sept 30 2023	Sept 30 2026
Adrian Carrasco	09/20	Sept 30 2323	Sept 30 2026

ZONING BOARD OF ADJUSTMENT
AND
AIRPORT ZONING BOARD OF ADJUSTMENT

(Decision Making)
(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	Appt Date	Term Expires	Eligibility Expires
Matthew Wallace	07/15*	Sept 30 2020	Sept 30 2020
Derek Whiting	01/18*	Sept 30 2021	Sept 30 2023
E.J. Baldridge	02/18	Sept 30 2021	Sept 30 2023
Reed Claybrook	03/19*	Sept 30 2022	Sept 30 2024
Robert Gray	01/21	Sept 30 2024	Sept 30 2026

ALTERNATES: (not applicable to Airport Zoning)

James Robert Franklin	Sept 30 2021
VACANCY	**Sept 30 2020**
VACANCY	**Sept 30 2020**
VACANCY	**Sept 30 2020**

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory; Membership - 7: Terms - 2 Years Staggered)

4-2020, 3-2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Joey Hopkins	Sept 30 2022	100%	3	3	Yes	
Brandon Ofield	Sept 30 2022	0%	0	3	Yes	Appt. 9/2020
Alex Singh	Sept 30 2020	100%	3	3	Yes	
Becky Wisdom	Sept 30 2020	100%	3	3	Yes	
Ellen K. Rasmsey	Sept 30 2021	100%	3	3	Yes	
VACANT (Williamsom)	Sept 30 2021	0%	0	3	Yes	
David Blackketter	Sept 30 2021	100%	3	3	Yes	

APPLICANTS NAME	Additional Boards Applying to	NOTES
Elizabeth Haigler		
Vicky Hailey		
Daniel Norwood		
Clint Williamson		
Brennan Berry	MDC	

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT
(Advisory; Membership - 5: Terms - 2 Years Expiring 3 Odd & 2 Even)

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Matthew Wallace	Sept 30 2020	75%	3	4	No	
Derek Whiting	Sept 30 2021	100%	4	4	Yes	
E.J. Baldridge	Sept 30 2021	100%	4	4	Yes	
Reed Claybrook	Sept 30 2022	50%	2	4	Yes	
Robert Gray	Sept 30 2024	0%	0	4	Yes	Appointed January 2021
ALTERNATES: (not applicable to Airport Zoning)						
James Robert Franklin	Sept 30 2021					
VACANCY	Sept 30 2019					
VACANCY	Sept 30 2020					

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
James Gerety		
James "Jim" Murphy		
Khris O'Grady		

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD
(Advisory; Membership - 6: Terms - 2 Years Staggered)

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
VACANT (Westmoreland)	Sept 30 2019	0%		10	Yes	
E.J. Baldridge	Sept 30 2019	90%	9	10	Yes	Still Intrested in Serving
Iris Foster	Sept 30 2019	90%	9	10	Yes	Still Intrested in Serving
Joseph Sanchez	Sept 30 2020	70%	7	10	Yes	Appointed Dec 2019
Jack Ladd	Sept 30 2020	10%	1	10	Yes	Appointed July 2020
John Norman	Sept 30 2021	0%	0	10	Yes	Appointed July 2020

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
James "Jim" Murphy		
Daniel Norwood		

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory; Membership - 7: Terms - 2 Years Staggered)

4-2020, 3-2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Joey Hopkins	Sept 30 2022	100%	3	3	Yes	
Brandon Ofield	Sept 30 2022	0%	0	3	Yes	Appt. 9/2020
Alex Singh	Sept 30 2020	100%	3	3	Yes	
Becky Wisdom	Sept 30 2020	100%	3	3	Yes	
Ellen K. Rasmsey	Sept 30 2021	100%	3	3	Yes	
VACANT (Williamsom)	Sept 30 2021	0%	0	3	Yes	
David Blackketter	Sept 30 2021	100%	3	3	Yes	

APPLICANTS NAME	Additional Boards Applying to	NOTES
Elizabeth Haigler		
Vicky Hailey		
Daniel Norwood		
Clint Williamson		
Brennan Berry	MDC	

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 10/14/2020

Name: James "Jim" Murphy

Phone: (432) 557-1833 **(Home)**

(432) 631-2745 **(Business)**

Address: 6300 Chickasaw

Midland TX 79705

(City) (State) (Zip)

Email: Jimm.murf@gmail.com

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

I have lived in Midland 29 **years.**

Occupation: Assistant District Manager - GNL Crude Transportat

Professional and/or Community Activities:

Servant leader at Stonegate Fellowship, Troop Dad for daughters Girl Scout Troop, and enjoy helping youth learn more about aviation

What is your personal vision for the City?

My vision for Midland is to help people feel at home in our town as opposed to just being here for work. Also to make our aviation and public transportation infrastructure convienient and safe for all that live in or pass through our city.

Please specify any time constraints you may have.

I am on call 24-7 so things do pop up that are out of my control. Most of the time I can make arrangements that allow me to attend scheduled events.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Zoning Board of Adjustments & Airport Zoning Board of Adjustments

Please tell us why you are interested in serving on this board or commission.

I have always had an interest in the aviation community and I enjoy serving others. I believe that my experience as a pilot and knowledge of the industry would help our airports better serve the community.

What contribution would you most like to make?

I would like to be a voice for the continued growth of our Air and Spaceport. I believe that we have many people in the community that can fill these roles in the future and help to deversify our economy.

Additional pertinent information or references:

(2) Name of Board/Commission:

Midland Odessa Urban Transit District Board

What contribution would you most like to make?

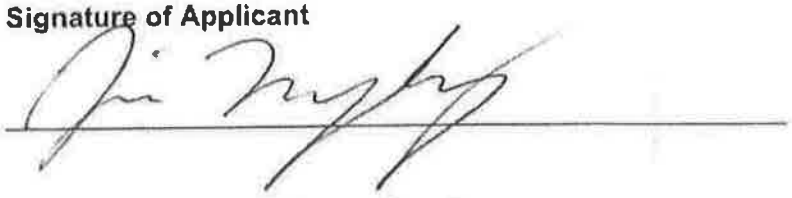
I would like to help the public transportation system serve the people of Midland in the most effecient and safe manor possible.

Additional pertinent information or references:

I currently work in the transportation industry and have been to several MOTRAN meetings.

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

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:

Name: Noah Dean

Address: 7413 NCR 1297

Midland TX 79707

(City) (State) (Zip)

Date: 11/20/2020

Phone: 432-352-8077 **(Home)**

432-352-8077 **(Business)**

Email: DrNoahDean@gmail.com

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

I have lived in Midland 10 **years.**

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

Occupation: Business Owner / Crude Oil Marketer

Professional and/or Community Activities:

I've owned/operated a small metal fabrication company (BB Metalworks, LLC) since 2016. I also work as a "Commercial Operations Manager" for Oasis Transportation & Marketing. Further, I periodically work as an MC/announcer at CrossFit competitions throughout the United States. My wife and I are members of Stonegate Fellowship (church).

What is your personal vision for the City?

My vision for Midland aligns with Mayor Peyton's campaign directive; a "paradigm shift" in which Midlanders, Texans, and those around the world percieve Midland as a focal point of prosperity, hard work, fairness and peace.

Please specify any time constraints you may have.

None that I know of.

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:

Oil and Gas Advisory Committee

Please tell us why you are interested in serving on this board or commission.

I have experience in the crude oil/gas industry in multiple perspectives (commercial development, upstream/midstream/downstream operations, sales, marketing, crude oil quality, specification compliance, etc.)

What contribution would you most like to make?

My eclectic background/experience will constructively contribute to conversation, debate, and negotiation(s).

Additional pertinent information or references:

I have a relatively flexible schedule and will be able to accommodate meeting times for the committee.

(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

Noah Dean

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

MIDLAND
Feel the Energy!

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 10-14-2020

Name: Khris O'Grady

Phone: 432-634-6352 (Home)
432-684-4465 (Business)

Address: 6306 Homestead Blvd

Email: Ogratomt@suddenlink.net

Midland (City) Tx (State) 79707 (Zip)

I am ☑ I am not ☐ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ yes ☑ no

I have lived in Midland 34 years.

Occupation: Office Manager, Blog Manager

Professional and/or Community Activities:

Employed @ Leslie Hendrix Wood Interiors, Member St Ann's Church (volunteer Faith Formation, Life Teen) Member & office Lee High Rebel Volleyball Booster Club 2012-2019), Member DAR (Colonial Thenneius Dei Chapter)

What is your personal vision for the City?

Thriving Economy, low taxes, good & safe roads, low crime, great schools

Please specify any time constraints you may have.

NONE

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Zoning Board of Adjustments & Airport Zoning Board of Adjustments

Please tell us why you are interested in serving on this board or commission.

There is an opening on this board and I want to get involved with city goverment and learn new things.

What contribution would you most like to make?

Make the best decisions for the City of Midland
Become more involved in city

Additional pertinent information or references:

Texas A+M Graduate BBA in Marketing
Worked in Advertising & Marketing before having children.
Returned to work in 2018.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Khris O'Grady

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

What contribution would you most like to make?
Our boys have played travel sports for about five years. We have travelled to cities that are smaller, larger, and similar in size to Midland. I would like to share some of the ideas, facilities, and programs we have seen in the others communities and bring them back to Midland.

Additional pertinent information or references:
Reference: Kate Williamson 202-281-9241

(2) Name of Board/Commission:
Midland Development Corporation

What contribution would you most like to make?
I would like to research and promote family friendly activities to come to our town. I am looking forward to the reopening of Green Acres Mini Golf, but there are other opportunities for entertainment businesses to open in Midland.

Additional pertinent information or references:
Reference: Sharla Hotchkiss 432.684.6140

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

RH Sedillo

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 9/28/2020

Name: James Gerety

Phone: 432-967-3030 **(Home)**

Address: 6404 Homestead Blvd

432-570-1990 **(Business)**

Midland CA 79707

Email: james.gerety@att.net

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 21 **years.**

Occupation: Domino's Pizza Franchisee

Professional and/or Community Activities:

Board Member Midland Community Theater 2007-2008

Board Member Breaking Bread Kitchen 2003-2009, 2018 to present Treasurer

Board Member Domino's Franchisee Association 2007- Present, Board Presidnet 2012-2019

What is your personal vision for the City?

To continue the growth of our city into a more diverse business community by attracting new businesses and provide a business friendly environment.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Zoning Board of Adjustment and Airport Zoning Board of Adjustment

Please tell us why you are interested in serving on this board or commission.

Would like to improve the attractiveness of businesses coming to the city/airport area for space and aeronautical related purposes and distribution services.

What contribution would you most like to make?

Provide viewpoints and feedback from a business perspective that can improve our community.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Asa Franchisee of Domino's Pizza I employ over 700 people from Abilene to Pecos. We are proud to own 6 stores in Midland employing over 150 people. I have a desire to serve and give back to the community that has provided our family an opportunity to serve them.

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

James Gerety Digitally signed by James Gerety
Date: 2020.09.28 13:04:18 -05'00'

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

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: 2/4/2021

Name: Brennan Berry

Phone: (646) 460-4778 **(Home)**

Address: 1503 Harvard Ave.

(432) 242-8850 **(Business)**

Midland TX 79701

Email: bberry@erpfunds.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 5 **years.**

Occupation: Real Estate Investment

Professional and/or Community Activities:

Currently work as the Chief Operating Officer of ERP Funds, a Midland-based real estate investment fund that focuses on commercial real estate investments in the Permian Basin. I graudated from the Leadership Midland Class of 2018 and currently serve on the Midland Community Theater Board of Governors.

What is your personal vision for the City?

Midland is a city of entrepreneurs that have created an incredibly successful city however I think for Midland to really succeed in the future, we need to focus much more on quality of life and a big part of that is focusing on aesthetic improvements and amenities that all Midlanders can take advantage of.

Please specify any time constraints you may have.

Available to meet most weekdays, either during business hours or afterwards. I am generally pretty flexible in regards to timing.

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 DEVELOPMENT CORPORATION

Please tell us why you are interested in serving on this board or commission.

The MDC plays a key role in business development in the city along with infrastructure improvements, both of which I am particularly interested in. As someone who does not directly work in Oil & Gas, I see the need to help diversify the local economy and encourage

small businesses to grow in our region.

What contribution would you most like to make?

With a backgroud in real estate, hospitality and project management, I believe I can share unique insights with the board and provide a small business perspective. I'd also like to specifically work on attracting new businesses to Midland that can help achieve some of the quality of life goals for the city.

Additional pertinent information or references:

I am a licensed real estate broker in Texas which I believe could be a qualification of interest to the board.

(2) Name of Board/Commission:

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

What contribution would you most like to make?

I'd like to help prioritize projects that can be funded from the Hotel/Motel Tax that would most benefit the city and attract visitors to the area, particularly with business and leisure travel starting to return in 2021. With a new convention center in place, it will be critical to promote Midland as a destination to help ensure its success.

Additional pertinent information or references:

Prior to moving to Midland and joining ERP, I worked for Four Seasons Hotels and Resorts in both Dubai and London, focusing on business development, which I believe would serve me well on this board.

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

MIDLAND
Feel the Energy!

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 01/21/21

Name: Clayton Black

Phone: (432) 528-0461 (Home)

Address: #9 Lafayette Place

Same (Business)

Email: Claytonpblack@hotmail.com

Midland (City) TX (State) 79705 (Zip)

I am ☑ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 30± years. (Midland & Martin Cos combined)

Are you a graduate of Midland 101? ☐ yes ☑ no

Occupation: Self Employed (oil/gas)

Professional and/or Community Activities: Gubanatorial Appointee: Currently serve on Tex. Appr. Lic. & Cert. Board, Graduate of Leadership Midland (2009), Have & still served on 7 comittees at Midland C.C., Republican Co. Chairman (Martin Co.) Delegate to State Republican Convention, Served on City of Lubbock's Structural Standards Commission *(Please see attached resume for full list)

What is your personal vision for the City?

To see Midland, TX continue to grow and develop both on an economic & state level through increased oil/gas exploration & to try and diversify in to other areas.

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:

Airport Planning & Development Board

Please tell us why you are interested in serving on this board or commission.

I Consider this board to be a very key/instrumental entity for Midland & I believe that I am qualified to serve in this capacity. I also currently own (2) Cessna Citation's that are housed at MAF and consider myself an aircraft enthusiast, & I understand how important our airports are to our city & would like to serve.

What contribution would you most like to make?

Once again, I would like to see Midland grow & develop in as many ways as possible and receive the recognition that we deserve and I believe that our airports are very important to our economic success. I would like to use my age, wisdom, education, & experience in any way possible to help contribute to this board!

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Clayton Black

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

CLAYTON P. BLACK

9 Lafayette Place, Midland, TX. 79705
claytonpblack@hotmail.com
www.lazylevenranch.com
(432) 458-3291 - business; (432) 528-0461 - cell

OBJECTIVE:
I am an experienced and self-motivated professional with polished managerial, engineering, and sales skills seeking to advance my career and contribute to the community in which I live.

EMPLOYMENT:

Lazy Leven Ranch, LLC. Stanton, TX.
President/Owner. Responsible for operating all aspects of family owned business including buying/selling of cattle, oil/gas leases and contracts, pipeline easements/right of way agreements, water sales, wind turbine leases and contracts. Recently completed course at Texas Tech University on Wind Power Systems, Technology and Economics. 06/2006-present.

Anchor Retaining Wall Systems, Denver, CO.
Regional Engineer/Regional Account Manager. Responsible for **managing** and **consulting** with licensee's in 18 states across the U.S. Primary focus is on Engineered Segmental Retaining Walls and its continued growth within these markets. Act as a consultant to specifying engineers and help design using mechanically stabilized earth technologies via the use of Anchor Block and give presentations as needed. Work with the sales team regularly and meet with the General Manager of each location on a quarterly basis to discuss sales objectives and how these goals can be met. 03/2005-06/2006

Contech Construction Products, Denver, CO & Lubbock, TX
Sales Engineer. Responsible for **sales** and **promotion** of over 100 products including storm sewer systems, underground storage detention systems, erosion control products and bridge structures with emphasis on corrugated metal and pvc pipes. Maintain job-site service to civil engineering and construction sites in Colorado and Texas. Assist specifying engineers with product design. Initiate all contractual agreements. 11/1997-03/2005

Texas Tech University, Lubbock, TX.
Research Assistant, Plant and Soil Science. Research team headed by Dr. Richard Zartman. Studies include carbon-based polymers as soil anti-crusting agents for crop seedling emergence, and application of biosolids to a semi-arid region in Sierra Blanca, Texas, as an alternative to land filling. 05/1997-11/1997

Trace Analysis Environmental Lab, Lubbock, TX.
Chemist. Performed numerous jobs including prep & analysis of various samples primarily for trace metals. Experienced in metals, wet chemical, and T.P.H. environmental labs instruments. 08/1995-05/1997

Environmental Hazard Consultants Inc., Lubbock, TX.
General Supervisor of Field Scouts & Fertilizer Sales. Recommended application of fertilizer use on cotton plants to stimulate growth and produce higher yields. Conducted general entomology tasks. 04/1995-08/1995

Smith Barney Shearson, Midland, TX.
Financial Advisor. 1992-1994

Du Pont/Stanton Chemical Co., Stanton, TX.
Sales Representative. Recommended application of Du Pont chemicals to producers. 1990

Texas Pest Management Association, Stanton, TX.
Head Field Scout. Recorded and analyzed data for referral to chemical companies. 1987-1989 (summers)

EDUCATION:

***Master of Science, Environmental Technology Management**, Department of Civil Engineering.*
Minors in Range and Wildlife Management and Geography.
Texas Tech University, Lubbock, TX. 1997 ***GPA: 3.4***

***Bachelor of Science, Management**, Department of Human Sciences.*
Texas Tech University, Lubbock, TX. 1992

Graduate Course Work

- **Thesis:** Research studies using cross-linked polymers for water retention in crop soil environments.
- Advanced Work in Specific Fields (Civil Engineering)
- Principles of Environmental Technology Management (Environmental Engineering)
- Environmental Impact Analysis (Civil Engineering)
- Economics of Manufacturing Systems (Industrial Engineering)
- Risk Management and Public Policy (Civil Engineering)
- Advanced Environmental Soil Science (Plant and Soil Science)
- Environmental Systems Models and Information Reporting (Environmental Engineering)
- Water and Wastewater Analysis (Civil Engineering)
- Organization and Management (Business Administration)

ORGANIZATIONS/CIVIC WORK:

Appointed by Gov. Rick Perry to serve on Texas State Board: Texas Appraiser Licensing & Certification Board. 2013-present. Re-Appointed by Governor Abbott in 2017 for another term

Midland Country Club: Golf Committee, Water Committee, Membership Committee, Finance Committee, Long Range Planning Committee, Board nominating/Search Committee, House Committee

NRA, Amer. Angus Assoc, Texas & Southwestern Cattle Raisers Assoc, Ducks Unlimited (lifetime sponsor). 2009-present

Leadership Midland 2008-2009

National Concrete & Masonry Association (NCMA) Certified Instructor. 2005

American Society of Civil Engineers, Denver, CO. & Lubbock, TX. 1998-present.

Texas Society of Professional Engineers, Lubbock, TX. 1998-2001

Republican Party of Texas:
Republican County Chairman, Martin Co. 2017-present; Republican Precinct Chairman for #62 in Lubbock, TX.; Lubbock County Republican Party Officer Exploratory Committee 2000; Officer (Sergeant at Arms) - Lubbock County Republican Convention 2000; Delegate – Texas State Republican Convention 2000

City of Lubbock – Structural Standards Commission 2000-2001

Lubbock Chamber of Commerce:
Legislative Committee & Transportation Committee 1999-2001; Leadership Lubbock 1999-2000

Broadway Festivals, Lubbock, TX. 4th on Broadway Logistics Chairman 1999

First United Methodist Church, Lubbock, TX.
FUMC Leadership Class; Lay Ministry. 1998-2001

Lubbock Lions Club, Lubbock, TX. 1998-2001.

Chamber of Commerce, Midland, TX. 1993

Midland, TX Jaycees:
Labor Day Rest Stop Chairman 1993; Mardi Gras Cook Off Chairman 1994.

Junior Achievement, Midland, TX. 1993-1994

Texas Tech University Student Senator: 1995-1996
Vice-Chairman of Student Services Committee; Student Service Fee Advisory Board

Phi Gamma Delta (Fiji) 1988-present:
Alumni Board of Chapter Advisors, Graduate Relations Chairman 1994, Inter Fraternity Council Representative 1991, Social Chairman and Rush Chairman 1990, Snowy White Owl Award 1990-1992, and 1994-1995, Awards Cup Chairman 1989, Intramural Football and Softball 1988-1992.


Black Ventures, LLC
Clayton Black
Owner


Black Ventures, LLC
#9 Lafayette Place
Midland, TX 79705
432.528.0461
claytonpblack@hotmail.com

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: 02/04/2021

Name: Brandi Alexander

Phone: 432-528-8920 **(Home)**

Address: 403 Pinewood Ct

432-617-9156 **(Business)**

Midland TX 79705

Email: balexander@firstbanktexas.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 5 **years.**

Occupation: Marketing Director

Professional and/or Community Activities:

Current Board President for Midland Boys and Girls Club, Past Board President for Communities in Schools of the Permian Basin, Pa

Member of the Junior League of Odessa (7 years), Generations Graduate, Leadership Odessa Graduate

What is your personal vision for the City?

Personally, I would like to see more opportunities for families and education, such a Science Spectrum, or along those lines.

Midland has done a wonderful job at providing many restaurants, adequate housing, and shopping that are important

to our revenue streams and will be essential as we continue to grow.

Please specify any time constraints you may have.

I do work from 8:00 to 5:00 pm, but work allows for board meeting attendance.

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 Development Corporation

Please tell us why you are interested in serving on this board or commission.

I have lived most of my life in the Permian Basin, and I am vested in making the area the best place to live. It is important to

have great opportunities for our families here and keep our area appealing.

What contribution would you most like to make?

I would like to contribute any expertise I can provide as an involved community member. In my years here, I have worked with several non-profits to grow our outreach through the communities and be effective. It has given me a clear view of many of our community needs and what we can do to make our city the best it can be.

Additional pertinent information or references:

Britney Mann: 432-556-4739, served with on past boards and have a strong business relationship with.

David Shipman: 432-212-8890, Currently work with at the bank and have served on boards with him.

Christi Callicoate: 432-553-6889, Strong business relationship and have worked together for non-profits

(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

Brandi Alexander

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Brad Bullock

Address: 7212 ecr 114

Midland TX 79706

(City) (State) (Zip)

Date: 1/28/2021

Phone: 432.559.3761 **(Home)**

432.262.1627 **(Business)**

Email: bbullock@cnbtx.com

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

I have lived in Midland 15 **years.**

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

Occupation: Banker

Professional and/or Community Activities:

Past: MOSC Boardmember, Treasurer, President; BasinPBS Boardmember, Vice President; COM Planning and Zoning Commissioner, Graduate of Leadership Midland

Current: MCDC Boardmember, President, Chairman of Hillcrest Village Project; MCT Boardmember

What is your personal vision for the City?

To create collaborative efforts within the city among the private sector and the public sector to enhance the quality of life for all citizens. To foster efforts to make Midland a destination to live, not just because there is a job opportunity, but because Midland is where you want to be.

Please specify any time constraints you may have.

MCDC Board meetings third Thursday of the month 1200-130pm; Community National Bank Board meetings third Wednesday of every month all day; MCT Board meetings every other month on the third Thursday from 500-630pm

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 Development Corporation

Please tell us why you are interested in serving on this board or commission.

As a lifetime banker, finding opportunities to assist businesses that already call Midland home as well as attracting businesses from outside is near and dear to my heart. As COO of Communtiy National Bank, strengthening the workforce of Midland is also

something of keen interest.

What contribution would you most like to make?

Not being a native Midlander, I bring a unique perspective of what attracted me to come to Midland and what keeps me here. As a father of four, I want my children all to grow up in a community that they are proud to call home and that when they grow up will consider keeping their roots planted here.

Additional pertinent information or references:

MCDC's Hillcrest Village project is no longer a project that will be seeking support from MDC amd has been re-imagined as a SFR development similar to other MCDC projects in the past. If MCDC was to be seeking funding from MDC, there would be a conflict of interest. However, none now exists.

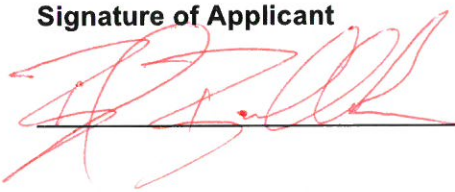
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

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: 2/11/2021

Name: Zachary Deck

Phone: 703-659-5911 **(Home)**

Address: 1607 W Tennessee Ave

(Business)

Midland TX 79701

Email: zachary.e.deck@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 15 **years.**

Occupation: Senior Production Engineer at Diamondback Energy

Professional and/or Community Activities:

Midland Planning and Zoning Commission, Midland Spaceport Development committee, Rock the Desert board of directors, Midland real estate investors group, Stonegate student leader

What is your personal vision for the City?

I would like to see Midland become a hub of activity for economic and personal growth for the residents of the Permian Basin. I envision growing economic diversity growing Midland's ability to be the leader of the Permian. I have a vision of the city becoming a place where recent transplants increasingly want to put down roots and make Midland their home for years to come.

Please specify any time constraints you may have.

Planning and Zoning commission every other Monday in the afternoon. Student leader once a week for the remainder of the school semester. The remaining commitments are on a monthly or quarterly basis.

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 Development Corporation

Please tell us why you are interested in serving on this board or commission.

While some may say the transition has already taken place, I believe Midland is on the threshold of transitioning from an oil town to an economically diverse and resilient economy. I am interested in bringing my experience and exposure from Washington DC home

to Midland to help us think outside the box and help Midland become the bellwether of the Permian of which we all know it capable.

What contribution would you most like to make?

I am extremely encouraged with the development that has been taking place recently at the Spaceport as well as the downtown revitalization. I am passionate about entrepreneurs and business development and would love the opportunity to be a part of MDC and help fledgling and growing business realize all the resources MDC makes available.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

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: 2/18/2021

Name: Garner Gonzales

Phone: 432-967-0699 **(Home)**

Address: PO Box 125

432-684-6410 **(Business)**

Midland Texas 79702

Email: garner@gonzalescontractors.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 25 **years.**

Occupation: Owner/General Contractor

Professional and/or Community Activities:

I serve as Vice President of Gonzales Contractors, LLC

Graduating this upcoming Summer 2021 with my Master of Business Administration from The University of Texas Permian Basin.

What is your personal vision for the City?

I am very passionate about my beautiful West Texas city of Midland.

I am eager to get involved in making Midland's growth and economic future prosperous.

My main goal is to make Midland a better place and leave Midland exponetially better for the next generation to come.

Please specify any time constraints you may have.

As I am the owner of my business, I am very flexible and can make time for any board meeting or gatherings.

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 Development Corporation

Please tell us why you are interested in serving on this board or commission.

As I stated before, I am eager to get involved in making Midland's growth and economic future prosperous.

I want to get involved and truly see this as a great starting point.

What contribution would you most like to make?

I am a business owner and general contractor and would bring great aid and advice to making these development decisions.

Additional pertinent information or references:

Mayor Patrick Payton

Aron Marquez- CEO of Wildcat Oil Tools

Dale Redman - Former CEO of ProPetro Services Inc.

(2) Name of Board/Commission:

Building Codes Review Committee/Construction Board of Adjustments & Appeals

What contribution would you most like to make?

I am a business owner and general contractor and would bring great aid and advice to making these building code review decisions.

Additional pertinent information or references:

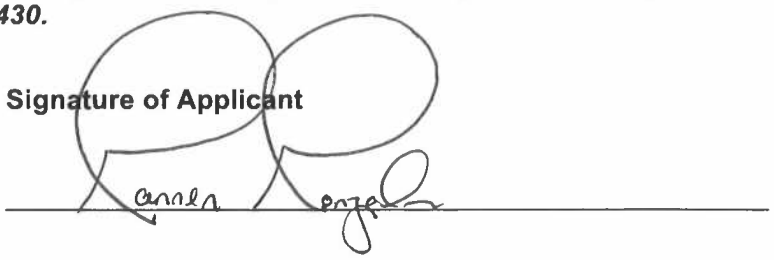
David Arrington - CEO of Arrington David H Oil & Gas

Justin Herricks-CEO of Precision Pipe Rentals

Zahir Noormohamed, CPA- Owner of Accounting Noormohamed Zahir

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

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: 1/4/2021

Name: Robert Gary Gray

Phone: 4323527552 **(Home)**

Address: 4309 Greenville Dr.

4322215103 **(Business)**

Midland TX 79707

(City) (State) (Zip)

Email: garygray@me.com

I am [✓] **I am not** [ ] **a U.S. Citizen**

(I did graduate from Leadership Midland in the 1990s)

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

I have lived in Midland 25 **years.**

Occupation: Business owner / Physical Therapist

Professional and/or Community Activities:

Teen Flow Board of Directors (current), Midland Children's Rehab Center, Medical Advisory Board (current),

Green Tree Country Club Board of Governors (current) and past President, American Cancer Society (previous),

Texas Board of Physical Therapy Examiners (2006-2019, 6 years as Chair), radio broadcaster for MISD varsity football (current)

What is your personal vision for the City?

A thriving City that is attractive to businesses, entrepreneurs, and familes. To attain such we must improve all aspects of our environment and community including housing, schools, recreation and certainly the airport and all it involves.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

I find myself traveling 30-40 times per year from MAF and feel that my input from a traveler/user perspective would have value.

What contribution would you most like to make?

Participation in prudent decision making that benefits all users, employees, contractors and tennants of the Midland airport.

Additional pertinent information or references:

Reference - Mayor Patrick Payton

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

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: 1/4/2021

Name: Robert Gary Gray

Phone: 4323527552 **(Home)**

Address: 4309 Greenville Dr.

4322215103 **(Business)**

Midland TX 79707

Email: garygray@me.com

(City) (State) (Zip)

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

(I did graduate from Leadership Midland in the 1990s)

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

I have lived in Midland 25 **years.**

Occupation: Business owner / Physical Therapist

Professional and/or Community Activities:

Teen Flow Board of Directors (current), Midland Children's Rehab Center, Medical Advisory Board (current), Green Tree Country Club Board of Governors (current) and past President, American Cancer Society (previous), Texas Board of Physical Therapy Examiners (2006-2019, 6 years as Chair), radio broadcaster for MISD varsity football (current)

What is your personal vision for the City?

A thriving City that is attractive to businesses, entrepreneurs, and familes. To attain such we must improve all aspects of our environment and community including housing, schools, recreation and certainly the airport and all it involves.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov**)**

(1) Name of Board/Commission:

Zoning Board of Adjustments & Airport Zoning Board of Adjustments

Please tell us why you are interested in serving on this board or commission.

I find myself traveling 30-40 times per year from MAF and feel that my input from a traveler/user perspective would have value.

What contribution would you most like to make?

Participation in prudent decision making that benefits all users, employees, contractors and tennants of the Midland airport.

Additional pertinent information or references:

Reference - Mayor Patrick Payton

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 1/19/2021

Name: Vicky Hailey

Phone: 432-235-2044 **(Home)**

Address: P.O. Box 50008

432-688-4315 **(Business)**

Midland TX 79710

Email: vickyhailey@att.net

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 67 **years.**

Occupation: Administrative Assistant

Professional and/or Community Activities:

Served on the City Council for three consective terms (2003-2013)

What is your personal vision for the City?

My vision for Midland is to grow and change with the times and be inclusive for the entire city.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Citizens Development and Hotel/Motel Advisory Board

Please tell us why you are interested in serving on this board or commission.

I served on this board while on City Council.

What contribution would you most like to make?

I will work for a shared vision for all of Midland. I am a good team player.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

MIDLAND
Feel the Energy!

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 1/14/2021

Name: Elizabeth Rader Haigler

Phone: 307-631-8537 **(Home)**

Address: 1409 Pine Ave W **(Business)**

Midland TX 79705

Email: ezrader@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 3 **years.**

Occupation: HR Professional

Professional and/or Community Activities:

Oil and Gas Industry Professionals, Chi Omega Women's Fraternity- Midland Alum Chapter President

Young Professionals in Energy- Midland Chapter, Schnauzer Rescue of Houston- foster parent

Make a Wish- volunteer, Junior Achievement of Houston

What is your personal vision for the City?

Midland reminds me of my hometown and it is a place that I want to live in, thrive in, and show others how fantastic of a gem it is.

I see the need to help support all aspects of the area, not just for it's economic gains. I see Midland as a fast growing, business

oriented place that can be a hub for young professionals, business entrepenurers, but also a place for families and community to grov

Please specify any time constraints you may have.

I will be able to make time needed for this opportunity.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

I am willing to serve on any board that has need- my professional roles have included the areas of Strategic Planning,

Higher Educaiton, Non-Profit Organizations, Women's Leadership Boards, and Human Resources.

Boards that I might fit best include: City Development Advisory Committee, Personnel Board of Appeals, Midland Higher Education F

Please tell us why you are interested in serving on this board or commission.

I have a passion for civic engagement and helping shape the strategy and innovations where ever I am. I have lived in Dallas and

Houston but I am from a town very similar to Midland. I believe that I can help mold and support Midland as a place

for businesses, young professionals, families, and exciting new business endevors while partnering with oil/gas businesses.

What contribution would you most like to make?

I have experience on working with teams, setting goals, and outlining ways to make improvements that reduce waste and approach problems in new ways. I would like to spend my time with others brainstorming and coming up with ways to support Midland and everything this city has to offer.

Additional pertinent information or references:

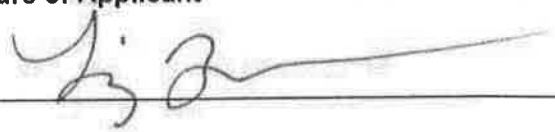
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

MIDLAND
Feel the Energy!

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: 3/24/2021

Name: Guy McKenzie

Phone: 432-770-1990 **(Home)**

Address: 5213 Green Tree Blvd

Same **(Business)**

Midland TX 79707

Email: primesourceguy@suddenlink.net

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 38 **years.**

Occupation: Real Estate Investor / Manager

Professional and/or Community Activities:

Lifetime Ambassador for the Midland Chamber or Commerce, Lifetime Member of The Kiwanis Club, Past Lt Governor of TX/OK District of Kiwanis, past Vice Chair of the Midland/Odessa Urban Transit, past member of the Tax Increment Reinvestment Zone Board, leader at MidCities Community Church, member of Midland Market Place. Served on various boards over the years.

What is your personal vision for the City?

For Midland to continue to be a nice place to raise a family, visit, move to and work. For Midland to be a leading innovator in making the quality of life better for its citizens. To be an entrepreneur of ideas and their implementation that would help attract people to come here and live. To continue to help diversify our industy and attract new business.

Please specify any time constraints you may have.

I have no time constraints. I am self employed. I also have no conflicts of interest with any business or personal items that would prevent me from making prudent decisions.

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:

MDC- Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

I want to use my experience serving the city and helping promote and develop new and expanded businesses. I am motivated, interested, and I want to serve.

What contribution would you most like to make?

I would like to help in making wise funding decisions and coming up with ideas to keep our ecconomy to thrive. It is a great city and I want to help keep it that way.

Additional pertinent information or references:

I have the time and no conflicts of interest to serve on this board. References : Mike Davis - President, Lone Star State Bank 432-312-8609 c Greg Simmons - President, American Momentum Bank, 432-349-6061 c, Michael Trost - City Council, Garth Wright - SVP, Lone Star Bank, 853-1417 c,

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

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: 1-27-2021

Name: DANIEL NORWOOD

Phone: 432-682-5544 (Home)

Address: 1705 MABERRY

MIDLAND, TX. 79705

(City) (State) (Zip)

432-413-2764 (Business)

Email: danny@dannynorwood.com

I am [✓] I am not [ ] a U.S. Citizen

→ I started it in Fall of 2019 but it ended early bc of COVID.

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] yes [ ] no

I have lived in Midland 62 years.

Occupation: Realtor - Legacy Real Estate for 29 years.

Professional and/or Community Activities:

PAST BOARD MEMBER of AM. CANCER Society, Big Brother Big Sisters, March of Dimes, & High Sky Childrens

What is your personal vision for the City?

TO See it continue to grow IN A controlled WAY, if possible - ie - have enough Affordable housing AVAILABLE.

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:

I'M NOT really picky but in order it would be: (1) Citizens Development (2) Urban Transit, (3) Zoning Board of Adjustment.

Please tell us why you are interested in serving on this board or commission.

Again, I'M NOT picky, just want to get involved ON BOARDS AGAIN.

What contribution would you most like to make?

I WAS VERY INVOLVED ON BOARDS YEARS AGO & QUIT WHEN MY GIRLS WERE BORN. THEY ARE BOTH GRown & GONE & I WOULD LIKE TO GET INVOLVED AGAIN.

Additional pertinent information or references:

NATIVE MIDLANDER, GRADUATE OF MHS, GRADUATE OF UT-AUSTIN WITH A FINANCE DEGREE, RETURNED TO MIDLAND WAS IN BANKING FOR SEVERAL YEARS BEFORE GETTING INTO REAL ESTATE.

(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

Jamie Norman

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 1/31/2021

Name: James "Jim" Murphy

Phone: 432-557-1833 **(Home)**

Address: 6300 Chickasaw

432-631-2745 **(Business)**

Midland TX 79705

Email: jimm.murf@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 30 **years.**

Occupation: Assistant District Manager

Professional and/or Community Activities:

Servant leader at Stonegate Fellowship

What is your personal vision for the City?

My vision for the city of Midland is for it to be a place that is known not only for the work we do in the Basin, but to be a place for those workers to bring their families willingly to grow our community.

Please specify any time constraints you may have.

I am able to adjust my schedule with advance notice.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Zoning Board of Adjustment and Airport Zoning Board of Adjustment

Please tell us why you are interested in serving on this board or commission.

I believe that city codes are designed to address the most common issues that may arise. Sometimes there are special cosiderations that may need to be addressed. I believe that I can be a fair participant in the appeal process.

What contribution would you most like to make?

I would like to offer my experience in working with contractors to complete projects while representing the citizens of Midland.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

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: 1/28/2021

Name: Clint Williamson

Phone: 432-217-2542 **(Home)**

Address: 1410 Country Club Drive 432-247-6220 **(Business)**

Midland TX 79701

Email: clintewilliamson@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 8+ **years.**

Occupation: Corporate Affairs Lead

Professional and/or Community Activities:

MARC -Board Member (Secretary); Senior Life - Resource Committee Member; Midland Education Foundation -- Board Member; High Sky Children's Ranch (Board Member)

What is your personal vision for the City?

Midland has changed substanially in the last ten years. The city has emerged as the leading city in the Permian Basin. Our leadership and community stakeholders must accept this mantle of responsibility and lead the region in an effort to ensure our voices are heard around the state, in Austin and beyond.

Please specify any time constraints you may have.

I have flexibility in my schedule.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Citizens Development and Hotel/Motel Advisory Board

Please tell us why you are interested in serving on this board or commission.

The mission of this board is critical in making determiniations to fund venues and organizations that bring visitors (revnue) to Midland. During these depressed commodity price times, the board must make strategic choices in where to invest limited resources. The

board needs to make choices that make a dollar stretch further.

What contribution would you most like to make?

I have a history of service to education organizations in Midland, I would like to bring the perspective of a education advocate and public school parent to the board. What can this board due (during its decision making) to promote education forums in Midland? Midland should be the meeting hub for the various ISDs around the basin to come togetehr and discuss best practices.

Additional pertinent information or references:

Happy to supply references upon request.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

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: 2/24/2021

Name: Stephen Taylor

Phone: 432-230-5969 **(Home)**

Address: 404 Veteerans Airpark Lane 432-262-2700 **(Business)**

Midland TX 79705

Email: steve.taylor@ngsgi.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 16 **years.**

Occupation: Engineer/Manager

Professional and/or Community Activities:

Board member-public company

President (past)-Homeowners Association

What is your personal vision for the City?

Midland should continue to promote its oil and gas heritage, but I think there is room to develop a reputation as a desirable place to retire. The weather here is good and the tax base advantages are excellent for the city.

Please specify any time constraints you may have.

I can pretty well adjust my schedule for meetings and other activities. I wouldn't anticipate any issues.

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 Development Corporation

Please tell us why you are interested in serving on this board or commission.

I have an extensive background in business and I think I can contribute the perspective of what industries might be beneficial for Midland to pursue.

What contribution would you most like to make?

I'd like to see the MDC become more innovative, entreprenuerial and venture driven. Not to the point of frivolity because capital conservation and allocation is important, but to be seen as more dynamic. There needs to be a business aspect to it...does the money derived from MDC activities exceed the money spent?

Additional pertinent information or references:

Larry Lawrence-Midland College Trustee (cell 432-664-5511)

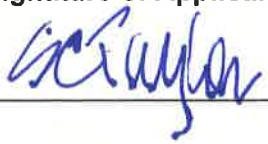
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
March 18, 2021

The City Council convened in **Special** Session in the Bush Convention Center - Ballroom, Midland, Texas, at 8:00 AM, Thursday, March 18, 2021.

Council Members present:	Patrick Payton, Spencer Robnett, Michael Trost, Scott Dufford, John Norman, Jack Ladd, Lori Blong
Council Members absent:	None
Staff members present:	Interim City Manager Robert Patrick, City Attorney John Ohnemiller, Assistant City Manager Morris Williams, City Secretary Amy Turner, Community Services Director Tina Jauz, Police Chief Seth Herman, Administrative Services Director Mark Widmann, Development Services Director Charles Harrington, Oil & Gas Coordinator Ron Jenkins, General Services Director Regina Stephenson, Finance Director Mark Mason, Fire Chief Charles Blumenauer, Airports Director Justine Ruff, Presiding Judge Tim Meek, Chief Information Officer Jennifer Frescaz, Solid Waste Director Jeffery Ahrlett, Engineering Services Director Jose Ortiz, Utilities Director Carl Craigo, Assistant to the City Manager Marcia Bentley-German, Public Information Officer Erin Bailey, Technology Services Manager Tom Carrasco, Budget Manager Jamie Radcliff

The meeting was called to order at 8:00 a.m.

SPECIAL SESSION

1. The City Council will meet with Council appointees, City department managers, City staff and others in a workshop to discuss and consider City policy, management, operational, and budgeting issues for the current fiscal year and future fiscal years, including, but not limited 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 Council may develop and prioritize projects and goals in connection with the foregoing matters.

   Mike Mowery of Strategic Government Resources provided a training session on leadership and effective board governance.

DRAFT

Interim City Manager Robert Patrick reported he had been tasked to come up with a nine-year plan. Each department, including the MDC, reviewed their section of the PowerPoint outlining their accomplishments and goals for the upcoming years.

Finance Director Mark Mason reviewed the comparative tax rates between Abilene, Lubbock, Midland, Odessa, Plano, Richardson, San Angelo, and Wichita Falls showing that Midland had the lowest overall tax rate.

He reviewed the TML Debt Survey in 2021, reviewed the total debt per capita and clarified that there are three parts to our debt: general obligation bonds, refunding certificate of obligations and the debt for the Fresh Water Supply District that is our responsibility to pay. He noted there are larger principal payments coming up in the next 7-8 years. He discussed the need for building the pipeline for Ft. Stockton water holdings. He reviewed oil and gas revenues and other revenues on the spreadsheets presented to Council. As Council sets those priorities the numbers will change, but this is what they use for the budget process.

Mike Mowery took Council through a process to determine their top priorities.

Their final priorities were:

1. Relocate Air Park
2. Development and funding of parks
3. Incentivize downtown and SE development for special projects
4. Long term infrastructure planning
5. State of the art PD/FD training center
6. Long term funding strategy for various projects

Mayor Payton concluded that these six priorities are staff's marching orders noting that Council also needs to stick with this plan.

EXECUTIVE SESSION

Mayor Payton recessed the meeting to go to Executive Session at 4:44 p.m.

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

a. Section 551.087, Deliberate Economic Development Negotiations

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

b. Section 551.074, Personnel Matters

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

DRAFT

All the business at hand having been completed, the meeting adjourned at 7:29 p.m.

PASSED AND APPROVED April 13, 2021.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
March 19, 2021

The City Council convened in **Special** Session in the Bush Convention Center - Exhibit Hall A, Midland, Texas, at 9:00 AM, Friday, March 19, 2021.

Council Members present:	Lori Blong, Michael Trost, Spencer Robnett, Patrick Payton, Scott Dufford, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	Interim City Manager Robert Patrick, City Attorney John Ohnemiller, Assistant City Manager Morris Williams, City Secretary Amy Turner, Development Services Director Charles Harrington, Finance Director Mark Mason, Utilities Director Carl Craigo, Solid Waste Director Cory Moose, Assistant to the City Manager Marcia Bentley-German, Project Manager Kiara Taylor, Technology Services Manager Tom Carrasco, Public Information Officer Erin Bailey

The meeting was called to order at 9:16 a.m

SPECIAL SESSION

1. Receive a presentation from Jay Edwards with Parkhill regarding the history of the Midland County Utility District and the estimated current and future water needs of the Midland County Utility District and areas of Midland County located outside the city limits.

   Jay Edwards reviewed the history of water in Midland. He noted that the purpose of today's meeting is to review the proposed agreement to make sure everybody understands what is in it and to answer any questions.

   He explained in detail the three phases of the agreement with the first phase getting immediate water supply to Midland County Utility District, the second phase of developing the Roark Well Field and the third phase of the county constructing the water lines.

2. Discuss a proposed interlocal agreement between the City of Midland, Midland County, the Midland County Utility District, and the Midland County Fresh Water Supply District No. 1 regarding the delivery of water to the Midland County Utility District. The City Council will take no action on this item.

DRAFT

Specifics of the contract were discussed and questions were answered.

Jay concluded the meeting by noting his appreciation for all four entities willing to discuss this matter. The utility district is anxious to move forward and he will continue to be available to answer questions.

All the business at hand having been completed, the meeting adjourned at 10:30 a.m.

PASSED AND APPROVED April 13, 2021.

_____

Patrick Payton, Mayor

ATTEST:

_____

Amy M. Turner, City Secretary

DRAFT

MIDLAND CITY COUNCIL
MINUTES
March 23, 2021

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., March 23, 2021.

Council Members present:	Patrick Payton, Spencer Robnett, Michael Trost, Scott Dufford, John Norman, Jack Ladd
Council Members absent:	Lori Blong
Staff members present:	City Attorney John Ohnemiller, Interim City Manager Robert Patrick, Assistant City Manager Morris Williams

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

OPENING ITEMS

1. Invocation

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Proclamation celebrating Women's History Month

CONSENT AGENDA

Michael Trost moved to approve the Consent Agenda items 4-29, excluding item(s) 11, 16, 24; seconded by Jack Ladd.

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

DRAFT

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. BRIEFING SESSION MINUTES OF FEBRUARY 23, 2021

   4b. REGULAR CITY COUNCIL MEETING OF FEBRUARY 23, 2021

5. 2021-028 – RESOLUTION AUTHORIZING THE EXECUTION OF A THREE (3) YEAR SOLE-SOURCE CONTRACT FOR THE USE OF GEOGRAPHIC INFORMATION SYSTEM SOFTWARE, MAINTENANCE SUPPORT, AND ASSOCIATED UPGRADES WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INCORPORATED AT A COST OF $100,000.00 PER YEAR FOR A TOTAL OF $300,000.00 (GENERAL SERVICES)

6. 025-2021 – MOTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN TURF AND LANDSCAPE MAINTENANCE SERVICES CONTRACT FOR CITY PARKS AND OTHER MUNICIPAL SITES WITH ALLDREDGE GARDENS, LP; SAID AMENDMENT PROVIDING FOR THE EXTENSION OF THE TERM OF THE CONTRACT UNTIL THE END OF THE 2020-2021 FISCAL YEAR (GENERAL SERVICES)

7. 2021-029 – RESOLUTION RATIFYING AND APPROVING THE EMERGENCY REPAIR OF WATER MAIN LINES AND SERVICE LINES DAMAGED BY EXTREME FREEZING TEMPERATURES BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $114,910.75 (GENERAL SERVICES)

8. 2021-030 – RESOLUTION FINDING THAT PARKHILL, SMITH & COOPER, INC., IS THE MOST QUALIFIED SUBMITTER OF QUALIFICATIONS FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR THE PURPOSE OF CERTAIN AIRPORT CAPITAL IMPROVEMENT PROJECTS THAT MAY BE CONSTRUCTED AT MIDLAND INTERNATIONAL AIR & SPACE PORT AND MIDLAND AIRPARK AIRPORT; AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR SAID PROJECTS (AIRPORTS)

9. 026-2021 – MOTION ACCEPTING GRANT NO. 62-2021 IN THE AMOUNT OF $3,832,515.00 AWARDED BY THE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT OF 2021 AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM; SAID GRANT FUNDS SHALL BE USED FOR CERTAIN ALLOWABLE EXPENSES AT MIDLAND INTERNATIONAL AIR AND SPACE PORT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION ADMINISTRATION GUIDANCE; AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO ACCEPT SAID GRANT FUNDS (AIRPORTS)

10. 027-2021 – MOTION ACCEPTING GRANT NO. 63-2021 IN THE AMOUNT OF $144,007.00 AWARDED BY THE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT OF 2021 AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM; SAID GRANT FUNDS SHALL BE USED FOR CERTAIN ALLOWABLE EXPENSES AT MIDLAND INTERNATIONAL AIR AND SPACE PORT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION ADMINISTRATION

DRAFT

GUIDANCE; AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO ACCEPT SAID GRANT FUNDS (AIRPORTS)

12. 2021-032 – RESOLUTION AUTHORIZING THE USE OF CARES ACT FUNDS IN THE AMOUNT OF $50,000.00 FOR THE MINOR REPAIR PROGRAM (DEVELOPMENT SERVICES)

13. 028-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH WEST TEXAS BMX TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO BMX (BICYCLE MOTOCROSS) RACING AND RIDING (COMMUNITY SERVICES)

14. 029-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH THE BOYS AND GIRLS CLUB OF THE PERMIAN BASIN TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO FLAG FOOTBALL AND SOCCER FOR YOUTH AGES EIGHT THROUGH TWELVE (COMMUNITY SERVICES)

15. 030-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH THE TEXAS CRICKET CLUB TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO CRICKET (COMMUNITY SERVICES)

17. 032-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH THE MIDLAND JUNIOR BASEBALL ASSOCIATION, INCORPORATED, TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO BASEBALL FOR MEN AGES NINETEEN AND YOUNGER (COMMUNITY SERVICES)

18. 033-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH THE MIDLAND SOCCER ASSOCIATION, INCORPORATED, TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO SOCCER FOR ADULTS AND YOUTH (COMMUNITY SERVICES)

19. 034-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH MIDLAND SOFTBALL ASSOCIATION, INCORPORATED, TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO SOFTBALL FOR AGES FIFTEEN AND OLDER (COMMUNITY SERVICES)

20. 035-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION, INCORPORATED, TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO SOFTBALL FOR GIRLS (COMMUNITY SERVICES)

21. 036-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH UNDER THE LIGHTS FLAG FOOTBALL LEAGUE TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO FLAG FOOTBALL FOR YOUTH AND ADULTS (COMMUNITY SERVICES)

DRAFT

22. 037-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH THE YMCA OF MIDLAND TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO VARIOUS SPORTS ACTIVITIES FOR YOUTH AND ADULTS (COMMUNITY SERVICES)

23. 2021-033 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO DIAMONDBACK E&P LLC ("OPERATOR") TO DRILL TWO OIL AND GAS WELLS LOCATED IN SECTION 8, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 409 FEET AND 410 FEET NORTH OF THE GREEN TREE BOULEVARD EXTENSION AND BETWEEN 2,022 FEET AND 2,042 FEET WEST OF THE NORTH MIDKIFF ROAD EXTENSION); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DEVELOPMENT SERVICES)

25. 039-2021 – MOTION APPROVING A PROPOSED PRELIMINARY PLAT OF TRUELOVE ADDITION BEING A PLAT OF A 60.57-ACRE TRACT OF LAND LOCATED IN SECTION 38, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 2,100 FEET NORTHEAST OF LOOP 250-EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES)

26. 040-2021 – MOTION APPROVING THE RECEIPT AND FILING OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2019/2020 (DEVELOPMENT SERVICES)

27. 2021-034 – RESOLUTION ACCEPTING A FISCAL YEAR 2021 GRANT AWARD FROM THE SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM IN THE AMOUNT OF $120,277.00; SAID GRANT SHALL BE USED TO ENHANCE AND COORDINATE DRUG CONTROL EFFORTS AMONG FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT AGENCIES; AND APPROPRIATING SAID GRANT FUNDS (POLICE)

28. 2021-035 – RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR MIDESSA TRANSPORTATION, L.L.C.; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (POLICE)

29. 2021-036 – RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR MIDLAND SHUTTLE SERVICES INC. TO OPERATE A TAXICAB BUSINESS; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (POLICE)

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

11. 2021-031 – RESOLUTION AUTHORIZING THE REMAINING FUNDS IN THE AMOUNT OF

DRAFT

$750,000.00 FOR THE CITY OF MIDLAND BUSINESS MICRO-GRANT ASSISTANCE PROGRAM (DEVELOPMENT SERVICES)

Council Member Robnett asked for an update on the program. Development Services Director Chuck Harrington reported that the program has gone very well and all of the money authorized in the first payment has been dispensed. Midland College has done a great job of providing full evaluations. They have received a total of 135 applications. The applications will be treated first come first served. Of the applications received only seven have been disqualified of those that have been reviewed.

Michael Trost moved to approve Resolution No. 2021-031; seconded by John Norman.

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

16. 031-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH THE GREATER MIDLAND FOOTBALL LEAGUE TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO YOUTH FOOTBALL (COMMUNITY SERVICES)

Mayor Payton noted this item was pulled at Staff's request.

24. 038-2021 – MOTION APPROVING A PROPOSED PRELIMINARY PLAT OF GRASSLAND ESTATES WEST, SECTION 12, BEING A PLAT OF A 99.1985-ACRES TRACT OF LAND LOCATED IN SECTIONS 35 AND 36, BLOCK 40, T-1-S T&P RR. CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 11 FEET WEST OF BRANDY HILL ROAD-EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES)

Council Member Robnett asked if this tract was adjacent to Golf Course. Development Services Director Chuck Harrington confirmed it was next to Grassland.

Spencer Robnett moved to approve Motion No. 038-2021; seconded by Jack Ladd.

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

SECOND READINGS

30. 10143 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 9,357-SQUARE FOOT PORTION OF LOT 2A, BLOCK 1A, MIDKIFF PLAZA ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON

DRAFT

THE SOUTH SIDE OF WEST 250 LOOP NORTH, APPROXIMATELY 1,036 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD JANUARY 12, 2021)

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

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10143; seconded by Jack Ladd.

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

31. 10152 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 8, BLOCK 30, SKYLINE TERRACE WEST, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF STILLMEADOW DRIVE AND FARGO AVENUE), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE SOUTH 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 (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 23, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10152.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10152; seconded by Jack Ladd.

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

32. 10153 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR TRACT 15, NORTH ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOLOMON LANE AND ACORN LANE), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE TRACT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A

DRAFT

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 (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 23, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10153.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10153; seconded by Jack Ladd.

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

33. 10154 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 45, FAIRMONT PARK, SECTION 15, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE SOUTH SIDE OF HENRY KOONTZ BOULEVARD, APPROXIMATELY 535 FEET WEST OF NORTH MIDLAND 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 (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 23, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10154.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10154; seconded by Spencer Robnett.

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

PUBLIC HEARINGS

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

34. 2021-027 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR OUTDOOR RETAIL SALES ON LOT 2, BLOCK 2, GRANDRIDGE PARK ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH LOOP 250 WEST AND WEST WADLEY AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DEVELOPMENT SERVICES) (DEFERRED FROM FEBRUARY 23, 2021)

DRAFT

Development Services Director Chuck Harrington gave a brief overview of the item noting that Lowes has asked for a seasonal request, but there have been a lot of issues with the surrounding neighbors. Lowes has installed a chain link fence and screened it. It is acceptable for this year, but they need a more permanent solution. Staff is recommending approval for this year only because Lowes needs to have time to budget a more permanent solution for next year.

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

Spencer Robnett moved to approve Resolution No. 2021-027; seconded by Scott Dufford.

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

35. 041-2021 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO DIAMONDBACK E&P LLC FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: GRIDIRON N004WA; GRIDIRON NOO4WB; GRIDIRON N005JM; AND GRIDIRON N005LS; SAID WELLS BEING GENERALLY LOCATED 1,345 FEET NORTH OF BRIARWOOD AVENUE AND BETWEEN 1,684 FEET AND 1,775 FEET EAST OF AVALON DRIVE (DEVELOPMENT SERVICES)

Mayor Payton opened the public hearing at 10:21 a.m. There being no one present wishing to speak, the public hearing was immediately closed. This was a public hearing only.

36. 10156 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,166-SQUARE FOOT PORTION OF LOT 1, BLOCK 27, ORIGINAL TOWN, 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 RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10156.

Mayor Payton opened the public hearing at 10:23 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10156 with the amendment to change alcohol service hours to Monday through Saturday from 8:00 a.m. to midnight and Sundays from 12:00 p.m. to 9:00 p.m.; seconded by Scott Dufford.

DRAFT

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

37. 10157 – 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 BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10157.

Development Services Director Chuck Harrington gave a brief overview of the item noting this is for a bar. Nothing is outside of the ordinary except for their operating hours on Sunday, they are requesting to begin service at 8:00 a.m. It meets all other regulations and staff recommends approval.

Mayor Payton opened the public hearing at 10:29 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. 10157 with the amendment to alcohol services hours on Sundays from 11:00 a.m. to 11:00 p.m.; seconded by Scott Dufford.

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

38. 10158 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,881-SQUARE FOOT PORTION OF BLOCK 1, LESS THE 250-FOOT BY 150-FOOT NORTHWEST CORNER AND LESS THE 224-FOOT BY 150-FOOT SOUTHWEST CORNER, REPLAT OF BLOCKS 1 AND 2, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 277 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING

DRAFT

SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10158.

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

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10158 with the amendment to change alcohol service hours on Sunday to start at 11:00 a.m.; seconded by Michael Trost.

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

39. 10159 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 24.5578-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 625 FEET NORTH OF BRIARWOOD AVENUE AND APPROXIMATELY 2,153 FEET EAST OF AVALON DRIVE); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10159.

Development Services Director Chuck Harrington gave a brief overview of the item noting it is an annexation request by Idea Public School for the development of their school on the north side of Briarwood. The zoning item is next on the agenda.

Mayor Payton opened the public hearing at 10:35 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Michael Trost moved to approve the first of two readings of Ordinance No. 10159; seconded by Jack Ladd.

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

40. 10160 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF

DRAFT

THE AREA INDICATED AS BEING A 24.5578-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 625 FEET NORTH OF BRIARWOOD AVENUE AND APPROXIMATELY 2,153 FEET EAST OF AVALON DRIVE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10160.

Mayor Payton opened the public hearing at 10:36 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10160; seconded by Michael Trost.

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

41. 10161 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 40 FEET OF LOT 5 AND ALL OF LOT 6, BLOCK 27, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST MISSOURI AVENUE AND SOUTH G STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST 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 (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10161.

Council Member Dufford asked if this is an existing structure. Development Services Director Chuck Harrington reported it may be an existing non-conforming structure.

Mayor Payton opened the public hearing at 10:38 a.m.

John Darnell, 63 Lafayette Place, was asked if the new garage would be parallel to the existing garage. Mr. Darnell reported there is a covered patio that they want to enclose to make it part of their living room and they want to build another two car garage on the end of the property. When asked if it encroaches further than the existing structure he confirmed it is in line with the existing structure and that there would not be access to the garage from that side of the property.

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

DRAFT

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10161; seconded by Michael Trost.

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

42. 10162 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE MIDDLE 50 FEET OF THE NORTHEAST QUARTER OF BLOCK 74, ORIGINAL TOWN, 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 JEFFERSON STREET, APPROXIMATELY 70 FEET SOUTH OF EAST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10162.

Mayor Payton opened the public hearing at 10:41 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. 10162; seconded by Spencer Robnett.

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

43. 10163 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1C, BLOCK 33, NORTHGATE ADDITION, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDLAND DRIVE AND BRIARWOOD AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Development Services Director Chuck Harrington gave a brief overview noting this is for Walmart. Their signage is part of the PD. They will be decreasing the signage, but altering the locations which requires it to come before Council for approval.

Mayor Payton opened the public hearing at 10:43 a.m.

DRAFT

Jennifer Cobb reported she was available for any questions.

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

Michael Trost moved to approve the first of two readings of Ordinance No. 10163; seconded by Scott Dufford.

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

Michael Trost moved to approve the first of two readings of Ordinance No. 10163; seconded by Scott Dufford.

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

44. 10164 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 4, AMARON ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WOLCOTT AVENUE AND RANKIN HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10164.

Development Services Director Chuck Harrington gave a brief overview of the item noting the applicant is proposing the site for a restaurant. Since this is in a Planned Development it is being eliminated from the rest.

Mayor Payton opened the public hearing at 10:45 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. 10164; seconded by John Norman.

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

DRAFT

45. 10165 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 0.91-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 966 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10165.

Development Services Director Chuck Harrington gave a brief overview of the item noting it is for automobile sales on the property. The applicant proposes to redevelop the two buildings on the lot. They already have a business on the south side of town. Staff recommends approval. He clarified that automobile sales requires a SUD.

Mayor Payton opened the public hearing at 10:48 a.m.

Sue Brannen, 4501 Cardinal Lane, reported she owns the storage facility located adjacent to this property. They do not want a car dealership in this location. There is not enough room for a car dealership. She suggested they move to where the other dealerships are located.

Landon Torres reported when they went to Planning & Zoning they did not have a clear picture for them to view. He put together a packet and provided it to Council. Mayor Payton asked if this is car sales or a collision center? Mr. Torres reported they will do minor repairs at this location and use it for buying and selling vehicles. His other business is a collision center and this is an extension of that. People get into a wreck and don't always want to repair their vehicle. He will buy it and either repair it for sale or sell it to another party. They are a licensed dealer and most of their sales will be on line, but this location will be used to drop off and pick up sold vehicles. He clarified that the larger repairs would be done at their other facility. This location will be for buying, selling and minor repairs. In response to concern for damaged vehicles being seen from the street, Mr. Torres reported he will have a bull pen, a fenced lot, for those types of vehicles so they cannot be seen from the street.

Jeff Somers, 5628 ECR 97, reported he is the land owner and is in support of this business. Mr. Torres rents the property from him where his collision center is located. He has improved the property and he expects him to improve this property as well. He will add clauses to his lease to address the concerns he heard.

Council Member Robnett asked if this were a repair shop only would it be allowed. Mr. Harrington was unsure. Council Member Robnett suggested deferring this item to answer that question. It was noted because of the number of objections it would take all six members present today to vote in favor.

DRAFT

Scott Dufford moved to approve the first of two readings of Ordinance No. 10165; seconded by Spencer Robnett.

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

46. 10166 – AN ORDINANCE VACATING AND ABANDONING A 0.417-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 1, WITCHER ADDITION, AND LOTS 2 AND 3, BLOCK 1, WITCHER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORDEN DRIVE, APPROXIMATELY 296 FEET NORTH OF BUSINESS INTERSTATE 20); ADOPTING THE APPRAISAL BY THE INTERIM CITY MANAGER OF $54,489.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10166.

Mayor Payton opened the public hearing at 11:09 a.m.

Marvin Witcher, 4901 Tumbleweed Trail, owns one of the properties. They went on City water and septic about 20 years ago and their service lines are in the alley. He is not opposed to abandoning the alley, he just wants assurance they will continue to have water and sewer service. Interim City Manager Robert Patrick confirmed that the easement would stay in place for all existing utilities.

Paul Baxter, 300 N. Marienfeld, addressing Mr. Witcher's concern reported the entire vacation is contingent on leaving those easements in place. The replat will show the right-of-way and Mr. Witcher will continue to have access to his utilities.

Paladin Huckaba, parroted Mr. Baxter's assurance noting the non-exclusive utility easement would remain in place. He added that Planning is in receipt of their proposed replat which shows the proposed easements.

Bob Boerner reported they have been working on this for a long time and the easements will be maintained. They need this vacation for the remodel of their facility.

There being no one else wishing to speak, the public hearing was closed at 11:17 a.m.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10166; seconded by Jack Ladd.

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

DRAFT

47. 10167 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 39, 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 WEST SIDE OF SOUTH BENTON STREET, APPROXIMATELY 150 FEET SOUTH OF EAST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10167.

Development Services Director Chuck Harrington gave a brief overview of the item noting this is to get the property into the property zoning like the other properties in the area since the zoning changed.

Mayor Payton opened the public hearing at 11:23 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10167; seconded by Spencer Robnett.

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

MISCELLANEOUS

48. 042-2021 – MOTION APPEALING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT APPLICATION BY CACTUS SIGN CO. FOR LOT 1, BLOCK 2, WALLACE HEIGHTS, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF ANDREWS HIGHWAY, APPROXIMATELY 974 FEET EAST OF NORTH LOOP 250 WEST) (DEVELOPMENT SERVICES)

Mike Galbreath, 5209 Ellen Jay Way, reported that Mr. Threadgill has a unique situation on Andrews. You can't see his building or sign until you get right up to the exit at Loop 250. He currently has a 4 x 8 standard box sign with a 3 x 8 sign under the main sign. He would like to get a LED sign large enough to get people's attention so they don't pass him by. He is proposing an 8 x 10 digital sign with a 2 x 10 block sign on top. The problem is the City wants to limit the LED sign to 40 square feet.

Development Services Director Chuck Harrington reported they are allowed 150 square feet total of signage. There are two issues. The first is height. They want to add six feet to the height over what is allowed. The second is he wants to considerably increase the size of the electronic message board. One thing they need to be aware of is ensuring there is no light spilling into the adjoining property noting it is close to Manor Park. He clarified that 42 square feet is allowed for an electronic message board and he is requesting 80 square

DRAFT

feet.

Mr. Galbreath clarified that the LED sign will automatically dim at night and the software controls the times for different brightness levels as well.

Jack Ladd moved to approve Motion No. 042-2021; seconded by Michael Trost.

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

49. 10168 – AN ORDINANCE CHANGING THE NAME OF THE PORTION OF EAST JAX AVENUE THAT IS ADJACENT TO LOT 11, BLOCK 1, LOTS 4 AND 5, BLOCK 4, AND BLOCK 5, BARBER-COLE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, AND GENERALLY LOCATED BETWEEN NORTH FORT WORTH STREET AND NORTH TERRELL STREET, TO "KENAN AVENUE"; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND DIRECTING THE CITY SECRETARY TO SEND THE MIDLAND EMERGENCY COMMUNICATIONS DISTRICT A CERTIFIED COPY OF THIS ORDINANCE (ENGINEERING SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10168.

Traffic Engineer Mike Pacelli reported this was a request from a resident to rename the 400 block of Jax Avenue to Keenan Avenue in honor of Pastor Keenan. From staff perspective there is no issue. There are no properties directly addressed off that block and the name Keenan is not too similar to another street name. Staff has no objections. There was one objection from someone on the west end who does not front that block.

Council Member Norman noted that Pastor Keenan has been active in the community for a long time and thinks this is a great thing. He is in support of it especially since it does not change any residential addresses.

Sharnette Keenan, 402 Shandon, reported her father will be turning 90 years old and they would like to present the name change to him on his birthday. He has served the community for 48 plus years and continues to service. His secretary Connie Smith added that it would be an honor to do this for him.

John Norman moved to approve the first of two readings of Ordinance No. 10168; seconded by Michael Trost.

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

50. 10169 – AN ORDINANCE ESTABLISHING INTERSECTION STOPS AT VARIOUS LOCATIONS WITHIN THE CITY OF MIDLAND, TEXAS; AUTHORIZING AND DIRECTING

DRAFT

THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS AT THE DESIGNATED LOCATIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (ENGINEERING SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10169.

Traffic Engineer Mike Pacelli reported this was the routine update of the stop sign ordinance that was last updated 11 months ago.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10169; seconded by Jack Ladd.

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

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

Mayor Payton asked that Council be ready to make appointments at the next meeting and that the meeting begin at 9:00 or 9:30 a.m. for that purpose.

All the business at hand having been completed, the meeting adjourned at 11:43 a.m.

PASSED AND APPROVED April 13, 2021.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: April 13, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF TASK ORDER NUMBER 1 WITH PARKHILL, SMITH & COOPER, INC., DBA PARKHILL REGARDING THE WATER & WASTEWATER, SOLID WASTE AND VEHICLE SERVICES CONSTRUCTION PROJECT; SAID TASK ORDER TO BE IN THE AMOUNT OF $1,299,792.00 AND TO PROVIDE DESIGN, BUILDING, AND ARCHITECTURAL SERVICES; APPROVING $129,979.00 IN CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID TASK ORDER (GENERAL SERVICES)

Purpose:

Approval of a resolution awarding a task order for design, bidding and architectural services for the Water & Wastewater, Solid Waste and Vehicle Services Construction Project to Parkhill, Smith & Cooper, Inc. dba Parkhill in the amount of $1,299,792.00 plus contingencies in the amount of $129,979.00 for a total amount of $1,429,771.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the Water & Sewer Fund, Sanitation Fund and General Fund to fund this design. A loan from the General Fund to the Garage Fund will be made to fund the Garage portion of the design. The amount of $1,429,771 will be appropriated from the Water & Sewer Fund, Sanitation Fund and the Garage Fund in the amount of $433,264, $628,233, and $368,274, respectively. The loan will be repaid over a period of 10 years at an imputed rate based on the bonds outstanding at that time.

Discussion:

Resolution 2019-019 approved the selection of Parkhill, Smith & Cooper, Inc. dba Parkhill to assist the General Services Department by providing professional architectural services and services provided in connection therewith on an as-needed basis. Staff recommends awarding a task order for design, bidding and architectural services for the Water & Wastewater, Solid Waste and Vehicle Services Construction Project. The Vehicle Services, Solid Waste and Water & Wastewater buildings located on Carver Street need to be replaced. Below are a few reasons why these buildings need to be replaced:

- The Solid Waste Office Building is insufficient in size for the amount of staff. The refuse container shop is sinking.
- Water & Wastewater's current buildings are in horrific shape and some are considered condemned.
- Vehicle Services does not have enough bays to complete preventative maintenance services efficiently and does not have enough storage for tires.
- There is no wash bay for City owned vehicles in this area of the City.

Please see the attached memo from Carl Craigo, Utilities Director, Jeffery Ahrlett, Solid Waste Director, and Regina Stephenson, General Services Director for additional information.

Therefore, please consider a resolution awarding a task order for design, bidding and architectural services for the Water & Wastewater, Solid Waste and Vehicle Services Construction Project to Parkhill, Smith & Cooper, Inc. dba Parkhill in the amount of $1,299,792.00 plus contingencies in the amount of $129,979.00 for a total amount of $1,429,771.00.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Carl Craigo, Utilities Director

SUBJECT: Consider a Resolution approving an Engineering Services contract with Parkhill to design new facilities for W&WW maintenance, Sanitation and Vehicle Services.

DATE: April 13, 2021

The W&WW maintenance, Sanitation and Vehicle Services facilities located at Carter and South Street have reach the end of their useful life. The facilities constructed over an old dumping ground are no longer safe for use by the City and are a danger to all that work around them. Sanitation's facility has shifted to the point there are 8" separations in the walls. Utilities is requesting that Parkhill engineering design new facilities on land the City owns in the same area. The new facilities will allow for modernization of the City departments and provide a safe work environment for our employees.

Parkhill was selected under our 2020 on-call services agreement. The scope of services is on an hourly basis for a cost of $1,299,792.00 plus contingencies in the amount of $129,979.00 for a total amount of $1,429,771.00. This will be paid from the Utilities, Sanitation and Vehicle services funds.

INTEROFFICE MEMORANDUM

TO: Morris Williams, Assistant City Manager

FROM: Regina Stephenson, General Services Director

SUBJECT: Architectural Services for the Water & Wastewater, Solid Waste and Vehicle Services Construction Project

DATE: March 29, 2021

Resolution 2019-019 approved the selection of Parkhill, Smith & Cooper, Inc. dba Parkhill to assist the General Services Department by providing professional architectural services and services provided in connection therewith on an as-needed basis. Staff recommends awarding a task order for design, bidding and architectural services for the Water & Wastewater, Solid Waste and Vehicle Services Construction Project. Please see the attached memo from Carl Craigo, Utilities Director, and Jeffery Ahrlett, Solid Waste Director, for additional information.

The Vehicle Services, Solid Waste and Water & Wastewater buildings are located on Carver Street and need to be replaced. As shown in the photos below, the buildings are deteriorating. Listed below are a few reasons why the current buildings should be replaced:

- Solid Waste Office Building is insufficient in size for the amount of staff. The refuse container shop is sinking.
- Water & Wastewater's current buildings are in horrific shape and some are considered condemned. In this modern world the Water & Wastewater Division does not have the room to fulfill the basic functions for the crews and visiting customers. In the new building there will be drive through bays for crew and equipment quicker load out and room for the entire group to be able to meet for training, meetings, etc. There will be a technology area for today's online conference and class world.
- Vehicle Services does not have enough bays to complete preventive maintenance services efficiently, not enough storage for tires, and no space for showers and lockers.
- This area of the City does not have a wash bay.

The photos below depict the current condition of the container shop:





The programming has been completed for the building complex and the opinion of probable cost based on an approximate cost of $400.00 per square foot for a 37,850 square foot complex is shown below:

$3,785,962 Vehicle Services Facility (750)
$6,814,732 Solid Waste Facility (400)
$4,543,154 Water & Wastewater Facility (300)
$15,143,848 Total Estimated Cost

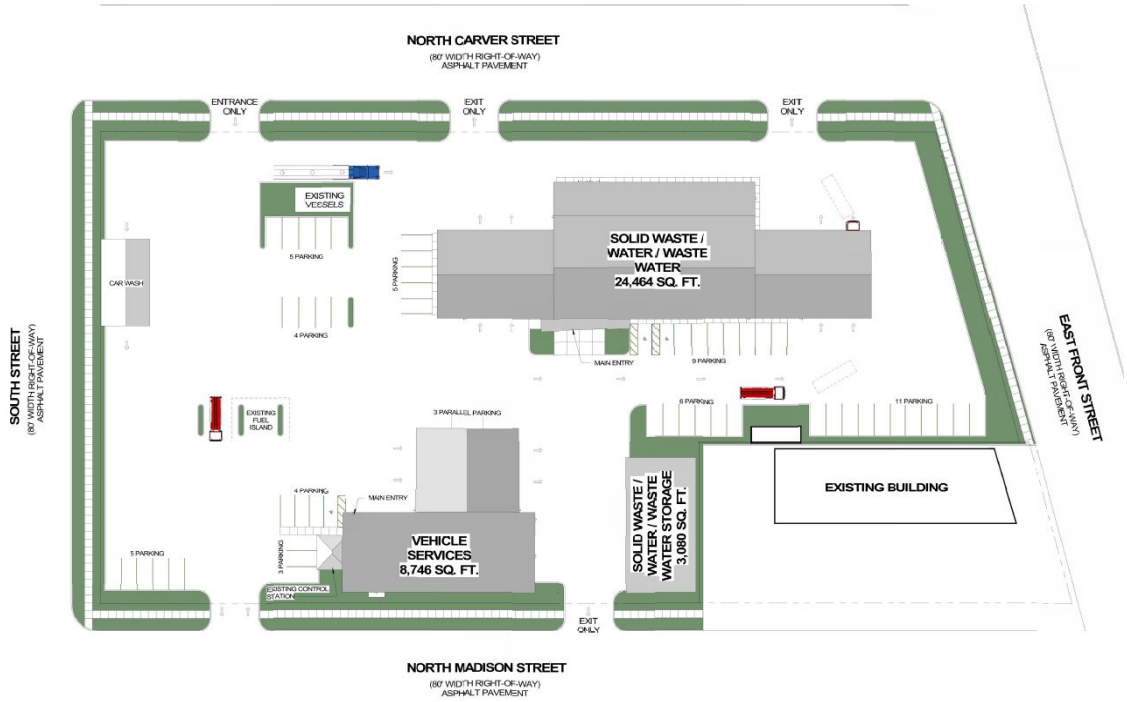
Architectural and Engineering Fees Only:

$324,948 Vehicle Services Facility (750)
$584,906 Solid Waste Facility (400)
$389,938 Water & Wastewater Facility (300)
$1,299,792 Total Estimated Fee

The current Solid Waste, Water & Wastewater and Vehicle Services buildings shown below are located on the east side of Carver Street.



Below is the proposed conceptual design for new construction. The new building complex will be located directly across the street from the current building locations on the west side of Carver Street.



Funds are available in the Water & Sewer Fund, Sanitation Fund and General Fund to fund this design. A loan from the General Fund to the Garage Fund will be made to fund the Garage portion of the design. The amount of $1,429,771 will be appropriated from the Water & Sewer Fund, Sanitation Fund and the Garage Fund in the amount of $433,264, $628,233, and $368,274, respectively. The loan will be repaid over a period of 10 years at an imputed rate based on the bonds outstanding at that time.

Therefore, please consider a resolution awarding a task order for design, bidding and architectural services for the Water & Wastewater, Solid Waste and Vehicle Services Construction Project to Parkhill, Smith & Cooper, Inc. dba Parkhill in the amount of $1,299,792.00 plus contingencies in the amount of $129,979.00 for a total amount of $1,429,771.00.

INTEROFFICE MEMORANDUM

TO: **Regina Stephenson, General Services Director**

FROM: **Jeffery Ahrlett, Director of Solid Waste**

SUBJECT: **Solid Waste, Water & Wastewater, Vehicle Services Complex**

DATE: **March 29, 2021**

I recommend the approval of awarding a task order for design, bidding and architectural services for the Water & Wastewater, Solid Waste and Vehicle Services Construction Project to Parkhill, Smith & Cooper, Inc. dba Parkhill.

Solid Waste office building is insufficient in size for the staff we have. We currently do not have enough office space for all our employees. The Solid Waste Supervisors and Environmental Officer are having to office on a makeshift table or countertop in the break room. There is also inadequate meeting and training space for employees; Solid Waste staff must meet outside in a parking lot or utilize another departments space. The office building also has multiple maintenance issues such as leaks and faulty plumbing.

Container shop maintenance building has been a health and safety hazard for some time as shown in some of the photos provided. The wood exterior of the building has deteriorated to where it can no longer keep the birds from entering the shop area and staff must continually sweep bird excrement from the shop area. The building is continually sinking causing severe damage to the structure making it extremely unsafe. Due to the severe damage, maintenance companies will no longer repair damages, so we are having to make band-aid repairs to get by. The overhead bay doors consistently fall out of the tracks due to the amount of space caused by the building shift.

I recommend approval for the design, bidding and architectural services phase as I would like to see this necessary project move forward.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF TASK ORDER NUMBER 1 WITH PARKHILL, SMITH & COOPER, INC., DBA PARKHILL REGARDING THE WATER & WASTEWATER, SOLID WASTE AND VEHICLE SERVICES CONSTRUCTION PROJECT; SAID TASK ORDER TO BE IN THE AMOUNT OF $1,299,792.00 AND TO PROVIDE DESIGN, BUILDING, AND ARCHITECTURAL SERVICES; APPROVING $129,979.00 IN CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID TASK ORDER

WHEREAS, the City Council approved Resolution No. 2019-019 selecting three engineering firms to assist the General Services Department with professional architectural services on an as-needed basis; and

WHEREAS, Resolution No. 2019-019 authorized the negotiation and execution of a professional services agreement with each selected engineering firm; and

WHEREAS, the Utilities Department has selected Parkhill, Smith & Cooper, Inc., DBA Parkhill ("*Parkhill*") to provide design, building, and architectural services regarding the Water & Wastewater, Solid Waste and Vehicle Services Construction Project; and

WHEREAS, Parkhill has agreed to perform said professional services for a cost of $1,299,792.00; and

WHEREAS, the City Council finds that Parkhill is qualified to perform said professional services; and

WHEREAS, the City Council finds that the professional fees proposed by Parkhill, Smith & Cooper, Inc., are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

WHEREAS, the City Council finds that Parkhill provides professional services for a fair and reasonable price; and

WHEREAS, the City Council finds it to be in the public interest to approve $129,979.00 for contingencies; and

WHEREAS, the City Council finds it to be in the public interest to execute a task

order with Parkhill as the most highly qualified provider of said professional services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services;

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

SECTION ONE. That the Interim City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Task Order Number 1 with Parkhill regarding the Water & Wastewater, Solid Waste and Vehicle Services Construction Project for a cost of $1,299,792.00. A copy of Task Order Number 1 is attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the sum of $129,979.00 for contingencies is hereby approved.

SECTION THREE. That the sums of $433,264.00 and $628,233.00 are hereby appropriated from the Water & Sewer Fund and Sanitation Fund, respectively; that the sum of $368,274.00 is hereby appropriated in the General Fund and loaned to the Garage Fund to be paid back at an imputed rate to be determined upon completion of the Project.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Parkhill from funds available in the Water & Sewer Fund, Sanitation Fund, and Garage Fund upon receipt of proper invoices or statements approved by the Interim City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

TASK ORDER NO. ONE

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _Parkhill, Smith & Cooper, Inc.__ ("COMPANY"), dated _January 23_____, 20_19_, ("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 supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: _ONE_
PROJECT NAME: _Midland Utilities Service Center__

PART 1.0 PROJECT DESCRIPTION: Design of multiple buildings described in attached proposal letter dated April 1, 2021 and shown in concept drawings included as ATTACHMENT A.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT: See Articles 2 and 3 of Standard Conditions attached to proposal letter dated April 1, 2021.

PART 3.0 CITY'S RESPONSIBILITIES: See Article 5 of Standard Conditions attached to proposal letter dated April 1. 2021.

PART 4.0 PERIODS OF SERVICE: From date of this Task Order to sixty (60) days following issuance of Certificate of Substantial Completion.

PART 5.0 PAYMENTS TO COMPANY: Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of Architect's invoice.

PART 6.0 OTHER: None.

This Task Order is executed this __13th____ day of __April_____, 20_21_.

CITY OF MIDLAND, TEXAS		_Parkhill, Smith & Cooper, Inc.	
"CITY"		"COMPANY"	
BY:		BY:	bpn
NAME:	Robert Patrick	NAME:	Bill P. Noonan
TITLE:	Interim City Manager	TITLE:	Principal
ADDRESS:	P.O. Box 1152 Midland, TX 79702	ADDRESS:	1700 W Wall St, Ste 100 Midland, TX 79701

Exhibit A

Parkhill

April 1, 2021

Carl Craigo, P.E.
Director of Utilities, City of Midland
300 N Loraine St,
Midland, TX 79701

Re: Architecture/Engineering Services – City of Midland Utilities Service Center

Dear Mr. Craigo:

Thank you for the opportunity to submit a proposal for Parkhill (A/E) to work with the City of Midland (Owner) on your new Utilities Buildings at E. Front Street. and N. Carver Street. The following outlines our understanding of the Project Scope and how we propose to provide services for your Project.

PROJECT DESCRIPTION

- New 2-story Utilities Services building of approximately 24,500sf to include:
  - Offices for both Water/Wastewater and Solid Waste, training centers, conference rooms, pull through vehicle maintenance bays, equipment cages, and other associated support spaces.
- New Vehicle Services facility of approximately 8,750sf to include:
  - Control room, office and service area, storage, breakroom, 2 pull through bays, 1 service bay, and other associated support spaces.
- New Storage Building of approximately 3,100sf.
- New Car Wash of approximately 1,500sf.
- Extensive site rework to connect all new facilities together inside one enclosed area. Existing fuel island and existing vessels to remain and incorporated into new site layout.
- Refer to **Attachment 'A'** for extent of work.

SCOPE OF SERVICES

BASIC SERVICES

The A/E will provide Basic Services which include comprehensive architectural design and engineering, including Structural, Mechanical, Electrical, and Plumbing Engineering services.

The A/E will include in its Basic Services, Interior Design services to identify basic floor, wall, and ceiling colors, finishes, and textures; it will not be a detailed selection of all materials. After a selection of the schematic scheme by the Owner, the Architect will proceed to develop an in-depth color, finish, and texture submittal for the Owner's approval. After approval of the color scheme, a digital presentation board in .PDF format will be prepared for use by the Owner.

- Deliverables: Schematic Design, Design Development, Construction Documents, Bidding / Negotiations Review, and Construction Administration.

1700 W Wall St | Midland, Texas 79701 | 432.697.1447 PARKHILL.COM

SUPPLEMENTAL SERVICES

The A/E will provide Supplement Services which include Civil, Landscape, Replat, Furniture, Fixtures and Equipment (FF&E) selection.

- Deliverables: Schematic Design, Design Development, Construction Documents, Bidding / Negotiations Review, and Construction Administration.

OPTIONAL SUPPLEMENTAL SERVICES

Additional presentation materials beyond those provided in Basic and Supplement Services and may include: "fly-through" animations, video presentation, exterior and interior renderings (photo-realistic). These costs will be determined based on desired level of presentation materials.

FEE PROPOSAL

Basic and Supplemental Services

Compensation for the Basic and Supplemental Services rendered by the A/E shall be calculated as a percentage of construction costs plus reimbursable expenses as outlined below.

Vehicle Services: Our fees for the Basic Services described above will be based on a percentage of construction cost plus reimbursable expenses.

We anticipate the Construction Cost for the Vehicle Services facility will be $3,324,812, with a Basic Services design fee of $265,985, Supplemental Services of $53,143, Reimbursable expense of $5,820. Plus Soft Costs of approximately $116,560. For a total Project Cost for Vehicle Services of $3,785,962.

Water/Wastewater: Our fees for the Basic Services described above will be based on a percentage of construction cost plus reimbursable expenses.

We anticipate the Construction Cost for the Water/ Wastewater facility will be $3,989,775, with a Basic Services design fee of $319,182, Supplemental Services of $63,772; Reimbursable expense of $6,984. Plus Soft Costs of approximately $163,442. For a total Project Cost for Vehicle Services of $4,543,154.

Solid Waste: Our fees for the Basic Services described above will be based on a percentage of construction cost plus reimbursable expenses.

We anticipate the Construction Cost for the Solid Waste facility will be $5,984,662, with a Basic Services design fee of $478,773, Supplemental Services of $95,658; Reimbursable expense of $10,475.

Plus Soft Costs of approximately $245,163. For a total Project Cost for Vehicle Services of $6,814,732.

Refer to Attachment 'B' for full project Opinion of Cost.

The Architectural Services fee shall be invoiced monthly based on percent of work completed. Monthly progress payments for Architectural Services will be distributed by phases as follows:

Design Phase	**Percentage**
Schematic Design Phase	20%
Design Development Phase	30%
Construction Documents Phase	25%
Bidding or Negotiations Phase	5%
Construction Administration Phase	20%
Total Basic Compensation	100%

REIMBURSABLE EXPENSES

Reimbursable expenses will be billed at invoice cost plus a fifteen percent markup for handling costs. Reimbursable expenses include, but are not limited to, travel, postage / shipping, reproductions / copies, color plots / prints, accessibility review and inspection fees, reproduction of Contract Documents, and reports. We estimate these expenses to be approximately $22,941.00, already included in the above departmental breakdowns.

ADDITIONAL CONSULTANTS

The Owner will be responsible to secure, with assistance by the A/E, for other services as dictated by the scope of the Project. For the coordination of A/E services with the Owner's consultants, the A/E shall be compensated an amount equal to twenty percent of the amount of the design fee charged to the Owner by the Owner's consultant, with the exception of Geo-technical Engineering or services directly performed by the A/E (Civil Engineering, Landscape Architecture, etc.).

Attached to this Proposal are STANDARD CONDITIONS that will become part of the Agreement (Task Order No. One).

Again, it is a pleasure for Parkhill to have this opportunity to be of service to you as you look to the future and continued growth. We look forward to being a part of the exciting days ahead! Please do not hesitate to call me at (432) 697-1447 if you have any questions.

Sincerely,
PARKHILL

By _____
R. Ashley Coco, AIA
Project Manager

Enclosures

cc: Jeffery Ahrlett
Regina Stephenson

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects and interior designers in Texas."

OWNER: CITY OF MIDLAND

DATE: April 13, 2021

STANDARD CONDITIONS: OWNER and A/E (Parkhill) agree that the following Provisions shall be part of the Agreement.

ARTICLE 1 GENERAL CONDITIONS

1.1 HAZARDOUS MATERIALS

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A/E's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the A/E or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the A/E that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A/E's services, the A/E may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

1.2 ACCESSIBILITY

The OWNER acknowledges that the requirements of the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) for projects in the State of Texas, and other federal, state and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. The OWNER further acknowledges that the ADA is a Civil Rights law and not a building code and does not have prescriptive language. The A/E, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. The A/E, however, cannot and does not warrant or guarantee that the OWNER's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

All projects in the State of Texas must be submitted to the Texas Department of Licensing and Regulations (TDLR) – Elimination of Architectural Barriers (EAB) Division for plan review for compliance with TAS requirements. The A/E will include in the design of the Project all changes that are the result of the TDLR plan review. After construction of the project TDLR requires an inspection of the project for compliance confirmation. However, the A/E cannot and does not warrant or guarantee that different rules and or interpretation may be applied to the OWNER's

Project at the time of the final TDLR inspection. Compliance with changes required by the TDLR final inspection that were not mentioned in the TDLR plan may be required.

1.3 DELIVERY OF ELECTRONIC FILES

In accepting and utilizing any form of electronic media generated and furnished by the A/E, the OWNER agrees that all such electronic files are Instruments of Service of the A/E. The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by the A/E and electronic files, the original signed and sealed hard-copy Contract Documents shall govern.

Electronic files created by the A/E through the application of software licensed for the sole and exclusive use by the A/E will be furnished to the OWNER in read-only format. The OWNER is responsible to obtain and maintain software licenses as appropriate for the use of electronic files provided by the A/E.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the A/E, and the A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the A/E be liable for indirect or consequential damages as a result of the OWNER'S use or reuse of the electronic files.

1.4 DELAYS

The OWNER agrees that the A/E is not responsible for damages arising directly or indirectly from any delays for causes beyond the A/E's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the A/E to perform its services in an orderly and efficient manner, the A/E shall be entitled to a reasonable adjustment in schedule and compensation.

1.5 MERGER: WAIVER: SURVIVAL:

Except as set forth by Amendment, this Agreement constitutes the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

1.6 CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A/E, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any

incidental, indirect or consequential damages arising out of or connected in any way to the project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A/E shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

1.7 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the A/E. The A/E's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the A/E because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and A/E agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

1.8 MAINTENANCE/WEAR AND TEAR

Both the OWNER and A/E acknowledge that the OWNER, and only the OWNER, is responsible for maintenance, wear and tear on the project upon substantial completion. The OWNER is responsible for providing routine inspections and maintenance of the project to maintain a safe and weather tight facility. Should the OWNER fail to provide routine inspections and maintenance, and damage occur to the project, the A/E is not responsible for any such resultant damage.

1.9 DISPUTE RESOLUTION

OWNER and A/E agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, the OWNER and A/E agree that any dispute between their arising out of, or relating to, this Agreement shall be submitted to nonbinding mediation prior to exercising any other rights under law, unless the parties mutually agree otherwise.

1.10 BETTERMENT

If, due to an error or an omission by the A/E, any required item or component of the project is omitted from the Construction Documents, the A/E shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise add value or betterment to the project.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

2.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services and the Supplemental Services identified in ATTACHMENT B.

3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Governmental authorities may issue and/or revised interpretations of applicable codes, statues and ordinances and other applicable governmental agency requirements during the term of this agreement. The timing of which are beyond the control of the Architect and which may cause Owner to incur additional unforeseen project costs and/or delays. Architect shall be not responsible for such unforeseen costs and/or delays.

3.2 Schematic Design Phase Services

3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service, but these are not included in ATTACHMENT B.

3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

3.2.6 The Architect shall submit to the Owner Opinion of Probable of the Cost of the Work.

3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

3.3 Design Development Phase Services

3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of

building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

3.3.2 The Architect shall update the Opinion of Probable Cost of the Work.

3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the Opinion of Probable Cost of the Work, and request the Owner's approval.

3.4 Construction Documents Phase Services

3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project that are in effect at time of completion of the Construction Documents.

3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. The Architect shall coordinate any standard Owner construction, bidding, and contractual requirements for inclusion into the Project Manual. These are usually referred to as "front-end" documents.

3.4.4 The Architect shall update the Opinion of Probable Cost of the Work.

3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the Opinion of Probable Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

3.5 Procurement Phase Services

3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids

or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

3.5.2 Competitive Bidding

3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

3.5.2.3 If the Bidding Documents permit substitutions, the Architect shall , consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

3.5.3 Negotiated Proposals

3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

3.5.3.3 If the Proposal Documents permit substitutions, the Architect shall , consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

3.6 Construction Phase Services

3.6.1 General

3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below.

3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract

Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

3.6.1.3 As provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

3.6.2 Evaluations of the Work

3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Work as used herein shall mean those elements of the Project within Architect's scope of service. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Also at these site visits will be discussed the project schedule and progress of the Project. The Architect will meet with the Contractor during its site visits to answer any questions or discuss any problems on the Project. Extended Contract Administration Services, whether by extension of contract time as stipulated in Owner/Contractor Agreement or by additional site observation caused by delays in the project through no fault of the Architect, its representative, or its consultants, shall be provided by the Architect as Supplemental Services.

3.6.2.2 The Architect will recommend to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will recommend to the Owner to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither a recommendation of the Architect nor a decision made in good faith either to exercise or not to exercise such recommendation shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Owner. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

3.6.2.4 Interpretations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations rendered in good faith. The Architect's interpretations on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

3.6.3 Certificates for Payment to Contractor

3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

3.6.4 Submittals

3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold review of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

3.6.4.2 The Architect shall review, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall not be required to review submittals that are not requested by the Contract Documents.

3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the

Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

3.6.5 Changes in the Work

3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

3.6.5.2 The Architect shall maintain records relative to changes in the Work.

3.6.5.3 The Owner recognizes and expects that certain Change Orders may be required to be issued as the result, in whole or in part, of the imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Contract Documents or in other services performed by Architect under this Agreement.

3.6.6 Project Completion

3.6.6.1 The Architect shall:

.1 conduct site observations to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

3.6.6.2 The Architect's observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

4.1 Architect's Supplemental Additional Services

The Architect may provide Supplemental Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Supplemental Additional Services provided in accordance with this Section 4.1 shall entitle the Architect to additional compensation and an appropriate adjustment in the Architect's schedule.

4.1.1 Upon recognizing the need to perform the following Supplemental Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Failure of the Contractor to perform his work in accordance with his initial time schedule (with adjustments due to weather delays) which causes the Architect to provide Contract Administration Services beyond the initial time schedule prepared by the Contractor;

.10 Failure of the Contractor to complete or correct the Work on the list of items attached to the Certificate of Substantial Completion within the Time indicated on the Certificate of Substantial Completion, causing the Architect to extend his service beyond such Time;

.11 Project phasing during the construction period which causes an extended construction time schedule that was not known at the time the Agreement was negotiated;

.12 Consultation concerning replacement of Work resulting from fire or other cause during construction.

.13 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.14 Preparing Change Orders and Construction Change Directives that require preparation or revision of Instruments of Service;

.15 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.16 Additional site visits and review made necessary by the fault of the Contractor, or by defects and deficiencies in the Work

4.1.2 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Two (2) visits to the site per month by the Architect for the duration of the construction time included in the Contractor's bid or proposal.

.3 Two (2) site observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) site observations for any portion of the Work to determine final completion.

4.1.3 Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria,

including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

5.4 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents including Special Instructions and Inspections mandated by building codes, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of, observes or otherwise acquires knowledge of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. However, Owner shall have no obligation or duty to investigate whether such faults or defects exist.

5.6 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

5.7 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

5.8 The Owner shall provide to the Architect all Owner required (1) bidding and procurement information and/or forms; (2) form of agreement between the Owner and Contractor; (3) Conditions of the Contract for Construction (General, Supplementary, and other Conditions; (4) sample forms; and (5) contractual, procurement and construction requirements (usually referred to as "front end" documents) for inclusion into the Project Manual.

ARTICLE 6 COST OF THE WORK

6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, surveys, geotechnical reports, construction material testing,

mechanical testing and balancing, financing, or unused contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

6.2 The Owner's budget for the Cost of the Work shall be adjusted throughout the Project. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary Opinion of Probable Cost of the Work and updated Opinion of Probable Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any Opinion of Probable Cost of the Work, or evaluation, prepared or agreed to by the Architect.

6.3 In preparing Opinion of Probable Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the Opinion of Probable Cost of the Work to meet the Owner's budget. The Architect's Opinion of Probable Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

6.5 If at any time the Architect's Opinion of Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

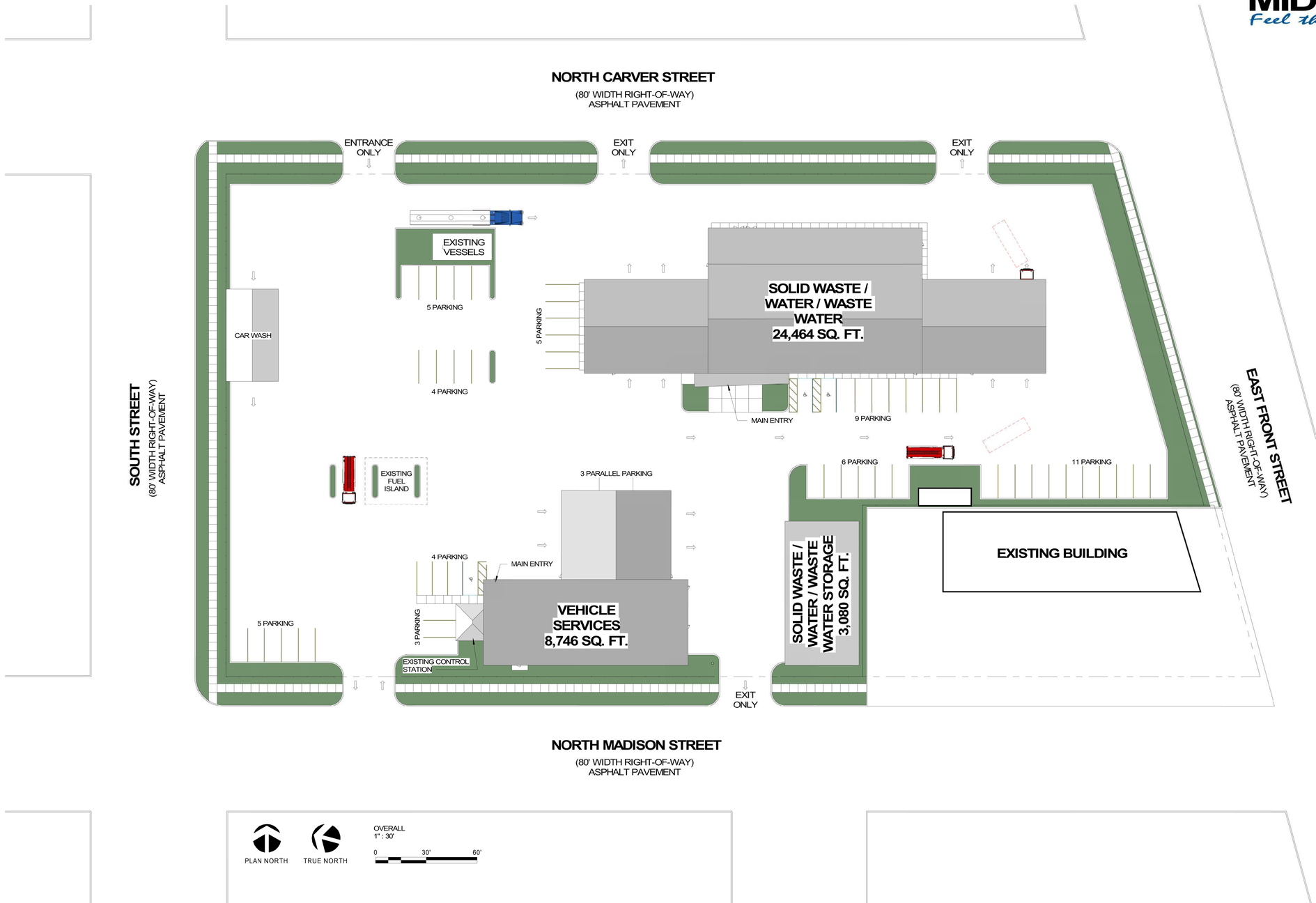
.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional

Service; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ATTACHMENT A

MIDLAND
Feel the Energy!



Midland Service Center
Midland, TX 79701

Conceptual Design
02.26.2021

Parkhill

6077.21
A1



FLOOR PLAN

PLAN NORTH

TRUE NORTH

VEHICLE SERVICE CENTER - GROSS AREA 8,746 SQ. FT.
1/8" : 1'-0"

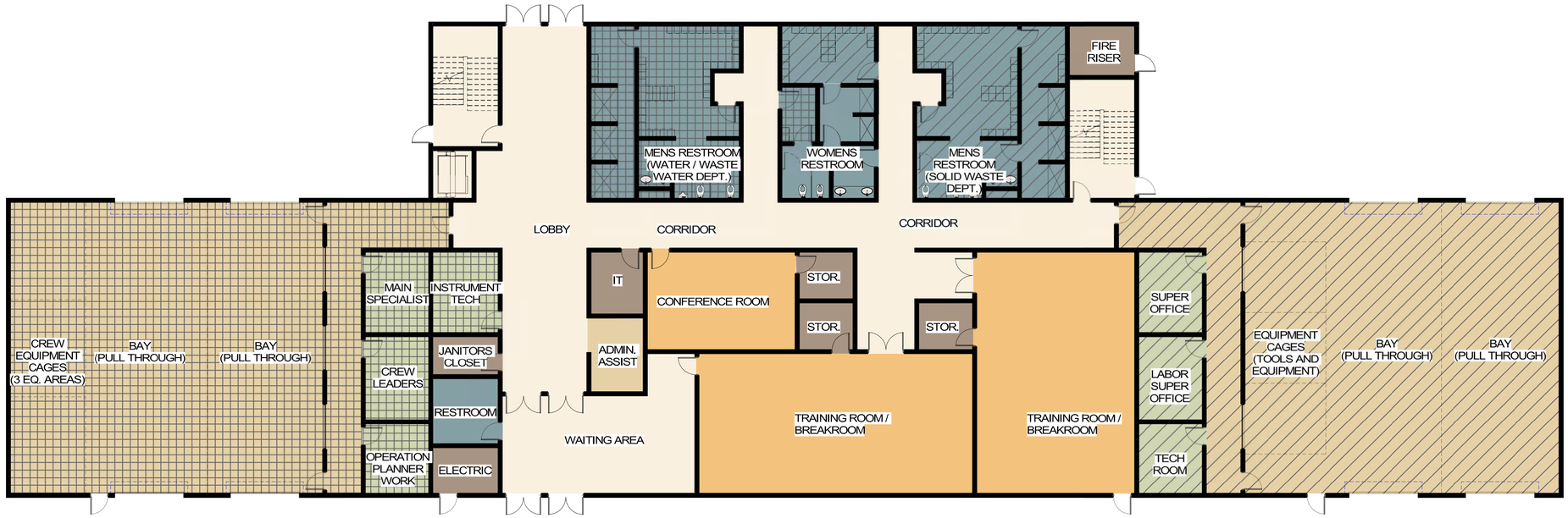
0 4' 8' 16'

Midland Service Center
Midland, TX 79701

Conceptual Design
02.26.2021

Parkhill

6077.21
A2



FIRST FLOOR PLAN

PLAN NORTH TRUE NORTH

WATER / WASTE WATER & SOLID WASTE - GROSS AREA 17,266 SQ. FT.
3/32" : 1'-0"
0 4' 8' 20'

WASTE/ WASTE WATER DEPT

SOLID WASTE DEPT

Midland Service Center
Midland, TX 79701

Conceptual Design
02.26.2021

Parkhill

6077.21
A3



SECOND FLOOR PLAN

PLAN NORTH

TRUE NORTH

WATER / WASTE WATER & SOLID WASTE - GROSS AREA 7,198 SQ. FT.
1/8" : 1'-0"

0 4' 8' 16'

SOLID WASTE DEPT

Midland Service Center
Midland, TX 79701

Conceptual Design
02.26.2021

Parkhill

6077.21

Parkhill

City of Midland
PSC: PP03COMM.01 - 6077 Midland Utilities Service Center
Update: 4/1/2021

ATTACHMENT B

BUDGET ANALYSIS

	Unit	$ / SF	Line Item Cost	TOTAL COST	NOTES
Construction Cost (New Construction)	37,850 sf	$ 264		$ 10,004,250	
Utilities Building	24,500 sf	$ 280	$ 6,860,000		
Vehicle Services Building	8,750 sf	$ 265	$ 2,318,750		
Storage Building	3,100 sf	$ 155	$ 480,500		
Car Wash	1,500 sf	$ 230	$ 345,000		
Demolition Cost	0 sf	$ -		$ -	
Demolition	0 sf	$ 7.50	$ -		
Subtotal: New Building + Reno. + Demo.		$ 264		$ 10,004,250	
Landscaping		$ 3		$ 125,250	
Sod/Turf	12,400 sf	$ 1.50	$ 18,600		meeting minimum CoM requirements
Irrigation	16,400 sf	$ 1.00	$ 16,400		
Planting Beds/Landscaping	4,000 sf	$ 15.00	$ 60,000		
Trees	55 ea	$ 550.00	$ 30,250		
Enhanced Paving	- sf	$ 12.00	$ -		
Site Furnishings		Estimate	$ -		
Civil/Site Development		$ 48		$ 1,810,663	
Building Pad	40,000 sf	*$ 17.00*	$ 680,000		see Concrete Paving for truck bays
Site Utilities	150 lf	*$ 200.00*	$ 30,000		
Curb and Gutter	2,365 lf	*$ 25.00*	$ 59,125		
Sidewalk	1,800 lf	*$ 25.00*	$ 45,000		
Asphalt Parking Lot	- ea	$ 3,800	$ -		
Fire Lane - Heavy Duty Paving	- lf	$ -	$ -		
Concrete Paving - Heavy Duty	83,045 sf	$ 12.00	$ 996,538		6" concrete + 4"-6" flex base
Retaining Wall	- lf	*$ 125*	$ -		
Subtotal: Site		$ 51		$ 1,935,913	
Project Specialty Items				$ 150,064	
AVL Equipment		1.5%	$ 150,064		Conference & Training Rooms
Subtotal: Building + Site Cost + Project Specialty Items				**$ 12,090,226**	
Programming/Design Contingency	2.5%	$ 8		$ 302,256	
Estimating Contingency	2.5%	$ 8		$ 302,256	
Construction Contingency	5.0%	$ 16		$ 604,511	
TOTAL CONSTRUCTION COST		$ 351 sf		**$ 13,299,249**	
SOFT COST				$ 1,844,599	
Basic Services					
Architects / Engineers Fees	8.00%	Estimate	$ 1,063,940	$ 1,063,940	% of Construction Cost
Supplemental Services					
FF&E Selection Fee		Estimate	$ 25,000		% of Construction Cost
Civil Engineering	7.00%	Estimate	$ 135,514		% of Site Cost
Landscape Architect	1.00%	Estimate	$ 19,359		% of Site Cost
Re-platting		Estimate	$ 10,000		
Surveying	0.08%	Estimate	$ 10,700		% of Construction Cost
Geotechnical Engineering	0.09%	Estimate	$ 12,000		% of Construction Cost
Promotional Media (Renderings, Video, etc.)		Estimate	$ -	$ 212,573	
Reimbursables					
Reimbursable Expenses	2.00%	Estimate	$ 21,279		% of A/E Fee
TDLR		Estimate	$ 2,000		ADA/TAS Review
				$ 23,279	
Misc.					
Testing	0.20%	Estimate	$ 26,600		% of Construction Cost
Traffic Study	0.00%	Estimate	$ -		% of Construction Cost
Municipality Plan Review Fees	0.00%	Estimate	$ -		% of Construction Cost
Municipality Development / Impact Fees	0.00%	Estimate	$ -		% of Construction Cost
Building Code Commissioning, Special Inspections	0.55%	Estimate	$ 73,200	$ 99,800	% of Construction Cost
Owner's FF&E	2.35%	Estimate	$ 312,532		% of Construction Cost
Telephone	$0.50 sf	Estimate	$ 18,925		Owner Verify
Data Service	$1.00 sf	Estimate	$ 37,850		Owner Verify
Security Systems	$1.50 sf	Estimate	$ 56,775		Owner Verify
Interior Signage	$0.50 sf	Estimate	$ 18,925		Owner Verify
Legal Fees		Estimate	$ -	$ 445,007	Owner Verify
TOTAL PROJECT COST		$ 400		**$ 15,143,848**	

***NOTE:** Opinion of Cost does not constitute a bid: It is a an opinion of what construction is expected to cost at the time the project is bid. Factors such as bid climate, material availability, schedule, and scoping may have a significant impact on actual*

TASK ORDER NO. ONE

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _Parkhill, Smith & Cooper, Inc.__ ("COMPANY"), dated _January 23_____, 20_19_, ("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 supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: _ONE_
PROJECT NAME: _Midland Utilities Service Center__

PART 1.0 PROJECT DESCRIPTION: Design of multiple buildings described in attached proposal letter dated April 1, 2021 and shown in concept drawings included as ATTACHMENT A.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT: See Articles 2 and 3 of Standard Conditions attached to proposal letter dated April 1, 2021.

PART 3.0 CITY'S RESPONSIBILITIES: See Article 5 of Standard Conditions attached to proposal letter dated April 1. 2021.

PART 4.0 PERIODS OF SERVICE: From date of this Task Order to sixty (60) days following issuance of Certificate of Substantial Completion.

PART 5.0 PAYMENTS TO COMPANY: Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of Architect's invoice.

PART 6.0 OTHER: None.

This Task Order is executed this __13th____ day of __April_____, 20_21_.

CITY OF MIDLAND, TEXAS "CITY"		_Parkhill, Smith & Cooper, Inc. "COMPANY"	
BY:		BY:	
NAME:	Robert Patrick	NAME:	Bill P. Noonan
TITLE:	Interim City Manager	TITLE:	Principal
ADDRESS:	P.O. Box 1152 Midland, TX 79702	ADDRESS:	1700 W Wall St, Ste 100 Midland, TX 79701

City Council Meeting

Item Number: 6

Meeting Date: April 13, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND PARK MALL TRAFFIC IMPROVEMENTS PROJECT TO REECE ALBERT, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $532,426.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the execution of a contract for the T20-03 Midland Park Mall Traffic Signal Improvements Project.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds in the amount of $67,000 are available and are hereby appropriated from Fund 001 General Fund into project 900305-05A for said purpose.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the Approval of a resolution authorizing the execution of a contract for the T20-03 Midland Park Mall Traffic Improvements Project. The bid request was sent to thirty-one (31) companies. We received two (2). Staff recommends awarding a contract to Reece Albert, Inc for the amount of $532,426.00. Please see the attached memo from Michael Pacelli, Traffic Engineer, for more information.

Therefore, please consider a resolution awarding a contract for the T20-03 Midland Park Mall

Traffic Improvements Project to Reece Albert, Inc of Midland, Texas for the amount of $532,426.00 plus contingency of $30,274.00 for a total cost of $562,700.00.

Morris William Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Michael Pacelli, P.E., PTOE, City Traffic Engineer

SUBJECT: T20-03 Midland Park Mall Traffic Improvements Project
Award Recommendation

DATE: March 31, 2021

This project consists of minor widening of the Loop 250 Eastbound Frontage Road and Westbound Frontage Road to provide one additional lane on each of those approaches to the traffic signal at Midkiff Road. This allows for relocation of the U-turn lanes towards the main lanes and repurposing of the existing U-turn lanes to serve as second left-turn lanes in each direction. A short right-turn lane on the Eastbound Frontage Road is also included.

The work is located within state highway right-of-way and is being managed by the City of Midland under an Agreement for a Local On-System Improvement Project with the Texas Department of Transportation (TxDOT), as previously approved by City Council Resolution 2020-162.

Two bids were received, and Traffic Operations' staff has reviewed the bid tabulation. Reece Albert, Inc., of Midland, Texas, is the apparent low bidder with a bid amount of $532,426.00.

Reece Albert has an established history of successfully completing roadway, concrete, structural, and similar public infrastructure projects for the City of Midland, TxDOT, and other public agencies and private developers, and has performed to the City's satisfaction on a number of previous projects.

Therefore, Staff recommends awarding the Midland Park Mall Traffic Improvements Project to Reece Albert, Inc., for a total amount not to exceed $562,700.00 ($532,426 bid plus $30,274 contingency).

The majority of funding was previously allocated by City Council under Resolution 2019-206. This included $200,000 from Mall at Midland Park, LLC (aka, Simon Property Group, Inc.), and $300,000 transferred from the General Fund Unappropriated Fund Balance in the FY2019 budget year.

This item also includes the allocation of an additional $67,000 to the project from the General Fund Unappropriated Fund Balance.

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND PARK MALL TRAFFIC IMPROVEMENTS PROJECT TO REECE ALBERT, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $532,426.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the Interim City Manager approved the plans and specifications and advertised for competitive bids for the Midland Park Mall Traffic Improvements Project (the "Project"); and

WHEREAS, Bid No. 21002277 was opened on March 17, 2021, with the lowest responsible bidder being Reece Albert, Inc. of Midland, Texas ("Contractor"), having submitted a bid of $532,426.00 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 $532,426.00; 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 Interim City Manager and the 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 $532,426.00, 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 Interim City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if the change orders, in total, do not increase the original contract price by more than $30,274.00.

SECTION THREE. That the sum of $67,000.00 is hereby appropriated from Fund

001 General Fund to Project 900305-05A.

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 $562,700.00 from funds available in Project 900305-05A upon receipt of proper invoices or statements approved by the Interim City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Onyx General Contractors LLC							Reece Albert Inc.						
ITEM NO.	TxDOT ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT BID	ITEM NO.	TxDOT ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
1	104 6014	REMOVING CONC (FOUNDATIONS) _____ dollars and _____ cents per cubic yard	CY	8	$ 1,300.00	$ 10,400.00	1	104 6014	REMOVING CONC (FOUNDATIONS) _____ dollars and _____ cents per cubic yard	CY	8	$ 165.85	$ 1,326.80
2	104 6022	REMOVING CONC (CURB AND GUTTER) _____dollars and _____cents per linear foot	LF	1261	$ 15.60	$ 19,671.60	2	104 6022	REMOVING CONC (CURB AND GUTTER) _____dollars and _____cents per linear foot	LF	1261	$ 11.30	$ 14,249.30
3	104 6024	REMOVING CONC (RETAINING WALLS) _____dollars and _____ cents per square yard	SY	23	$ 650.00	$ 14,950.00	3	104 6024	REMOVING CONC (RETAINING WALLS) _____dollars and _____ cents per square yard	SY	23	$ 177.00	$ 4,071.00
4	104 6040	REMOVING CONC (PAVERS) _____dollars and _____cents per square yard	SY	137	$ 19.50	$ 2,671.50	4	104 6040	REMOVING CONC (PAVERS) _____dollars and _____cents per square yard	SY	137	$ 38.50	$ 5,274.50
5	1 04 6041	REMOVING CONC (GND BOX W/APRON) _____dollars and _____ cents per each	EA	2	$ 6,500.00	$ 13,000.00	5	1 04 6041	REMOVING CONC (GND BOX W/APRON) _____dollars and _____ cents per each	EA	2	$ 638.00	$ 1,276.00
6	105 6008	REMOVING STAB BASE AND ASPH PAV (6") _____ dollars and _____ cents per square yard	SY	40	$ 26.00	$ 1,040.00	6	105 6008	REMOVING STAB BASE AND ASPH PAV (6") _____ dollars and _____ cents per square yard	SY	40	$ 53.30	$ 2,132.00
7	528 6006	REMOVE AND RELAY PAVERS _____ dollars and _____ cents per square yard	SY	88	$ 304.20	$ 26,769.60	7	528 6006	REMOVE AND RELAY PAVERS _____ dollars and _____ cents per square yard	SY	88	$ 155.30	$ 13,666.40
8	644 6068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	8	$ 1,950.00	$ 15,600.00	8	644 6068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	8	$ 730.40	$ 5,843.20
9	644 6076	REMOVE SM RD RN SUP&AM _____dollars and _____cents per each	EA	4	$ 1,950.00	$ 7,800.00	9	644 6076	REMOVE SM RD RN SUP&AM _____dollars and _____cents per each	EA	4	$ 99.00	$ 396.00
10	677 6001	ELIM EXT PAV MRK & MRKS (4") _____ dollars and _____ cents per linear foot	LF	422	$ 4.55	$ 1,920.10	10	677 6001	ELIM EXT PAV MRK & MRKS (4") _____ dollars and _____ cents per linear foot	LF	422	$ 5.78	$ 2,439.16
11	677 6003	ELIM EXT PAV MRK & MRKS (8") _____ dollars and _____ cents per linear foot	LF	634	$ 4.55	$ 2,884.70	11	677 6003	ELIM EXT PAV MRK & MRKS (8") _____ dollars and _____ cents per linear foot	LF	634	$ 11.55	$ 7,322.70
12	677 6007	ELIM EXT PAV MRK & MRKS (24") _____ dollars and _____ cents per linear foot	LF	50	$ 5.20	$ 260.00	12	677 6007	ELIM EXT PAV MRK & MRKS (24") _____ dollars and _____ cents per linear foot	LF	50	$ 34.65	$ 1,732.50
13	677 6008	ELIM EXT PAV MRK & MRKS (ARROW) _____ dollars and _____ cents per each.	EA	4	$ 504.40	$ 2,017.60	13	677 6008	ELIM EXT PAV MRK & MRKS (ARROW) _____ dollars and _____ cents per each.	EA	4	$ 165.00	$ 660.00
14	677 6012	ELIM EXT PAV MRK & MRKS (WORD) _____ dollars and _____ cents per each	EA	4	$ 504.40	$ 2,017.60	14	677 6012	ELIM EXT PAV MRK & MRKS (WORD) _____ dollars and _____ cents per each	EA	4	$ 181.50	$ 726.00
15	690 6057	REMOVAL OF PEDIASTRIAN RAMPS _____ dollars and _____ cents per each	EA	2	$ 1,950.00	$ 3,900.00	15	690 6057	REMOVAL OF PEDIASTRIAN RAMPS _____ dollars and _____ cents per each	EA	2	$ 701.75	$ 1,403.50
16	690 6067	REMOVAL OF LUMINAIRE MAST ARMS _____ dollars and _____ cents per each.	EA	1	$ 3,250.00	$ 3,250.00	16	690 6067	REMOVAL OF LUMINAIRE MAST ARMS _____ dollars and _____ cents per each.	EA	1	$ 55.00	$ 55.00
17	690 6127	REMOVE LUMINAIRE POLE _____ dollars and _____ cents per each	EA	1	$ 3,250.00	$ 3,250.00	17	690 6127	REMOVE LUMINAIRE POLE _____ dollars and _____ cents per each	EA	1	$ 1,725.00	$ 1,725.00
18	752 6006	TREE REMOVAL (12"-18" DIA) _____ dollars and cents per each.	EA	3	$ 2,340.00	$ 7,020.00	18	752 6006	TREE REMOVAL (12"-18" DIA) _____ dollars and cents per each.	EA	3	$ 862.00	$ 2,586.00
19	247 6064	FL BS (CMP IN PLC)(TY A GR 4)(6") _____ dollars and _____ cents per square yard	SY	1485	$ 22.10	$ 32,818.50	19	247 6064	FL BS (CMP IN PLC)(TY A GR 4)(6") _____ dollars and _____ cents per square yard	SY	1485	$ 31.20	$ 46,332.00

20	529 6005	CONC CURB (MONO) (TY II) _____dollars and _____ cents per linear foot	LF	1080	$ 40.30	$ 43,524.00		20	529 6005	CONC CURB (MONO) (TY II) _____dollars and _____ cents per linear foot	LF	1080	$ 22.30	$ 24,084.00	
21	531 6017	CURB RAMPS (TY 1) _____ dollars and _____ cents per each.	EA	2	$ 4,420.00	$ 8,840.00		21	531 6017	CURB RAMPS (TY 1) _____ dollars and _____ cents per each.	EA	2	$ 2,075.00	$ 4,150.00	
22	432 6001	RIPRAP (CONC) (4 IN) _____ dollars and _____ cents per cubic yard.	CY	7	$ 702.00	$ 4,914.00		22	432 6001	RIPRAP (CONC) (4 IN) _____ dollars and _____ cents per cubic yard.	CY	7	$ 991.25	$ 6,938.75	
23	360 6002	CONC PVMT (CONT REING-CRCP) (8") _____ dollars and _____ cents per square yard	SY	1217	$ 156.80	$ 190,825.60		23	360 6002	CONC PVMT (CONT REING-CRCP) (8") _____ dollars and _____ cents per square yard	SY	1217	$ 120.15	$ 146,222.55	
24	423 6004	RETAINING WALL (CONC BLOCK) _____ dollars and _____ cents per square foot	SF	120	$ 585.00	$ 70,200.00		24	423 6004	RETAINING WALL (CONC BLOCK) _____ dollars and _____ cents per square foot	SF	120	$ 61.60	$ 7,392.00	
25	420 6043	CL C CONC (FOOTING) _____ dollars and _____ cents per cubic yard.	CY	6	$ 790.40	$ 4,742.40		25	420 6043	CL C CONC (FOOTING) _____ dollars and _____ cents per cubic yard.	CY	6	$ 1,218.00	$ 7,308.00	
26	690 6125	INSTALL LUMINAIRE POLE _____dollars and _____ cents per each.	EA	1	$ 3,250.00	$ 3,250.00		26	690 6125	INSTALL LUMINAIRE POLE _____dollars and _____ cents per each.	EA	1	$ 5,115.00	$ 5,115.00	
27	690 6069	INSTALL OF LUMINAIRE MAST ARMS _____ dollars and _____ cents per each.	EA	1	$ 3,250.00	$ 3,250.00		27	690 6069	INSTALL OF LUMINAIRE MAST ARMS _____ dollars and _____ cents per each.	EA	1	$ 55.00	$ 55.00	
28	690 6002	INSTALL OF CONDUIT BY TRENCHING _____ dollars and _____ cents per linear foot	LF	75	$ 52.00	$ 3,900.00		28	690 6002	INSTALL OF CONDUIT BY TRENCHING _____ dollars and _____ cents per linear foot	LF	75	$ 22.00	$ 1,650.00	
29	690 6008	INSTALL OF GROUND BOXES _____ dollars and _____ cents per each.	EA	2	$ 1,950.00	$ 3,900.00		29	690 6008	INSTALL OF GROUND BOXES _____ dollars and _____ cents per each.	EA	2	$ 2,090.00	$ 4,180.00	
30	620 6007	ELEC CONDR (NO.8) BARE _____ dollars and ____ cents per linear foot.	LF	150	$ 9.10	$ 1,365.00		30	620 6007	ELEC CONDR (NO.8) BARE _____ dollars and ____ cents per linear foot.	LF	150	$ 1.54	$ 231.00	
31	620 6008	ELEC CONDR (NO.8) INSULATED _____ dollars and _____ cents per linear foot.	LF	300	$ 9.10	$ 2,730.00		31	620 6008	ELEC CONDR (NO.8) INSULATED _____ dollars and _____ cents per linear foot.	LF	300	$ 1.65	$ 495.00	
32	644 6067	IN SM RD SN SUP&AM (INST SIGN ONLY) _____ dollars and ____ cents per each.	EA	3	$ 1,950.00	$ 5,850.00		32	644 6067	IN SM RD SN SUP&AM (INST SIGN ONLY) _____ dollars and ____ cents per each.	EA	3	$ 451.00	$ 1,353.00	
33	666 6003	REFL PAV MRK TY I (W)4"(BRK)(100MIL) _____dollars and ____ cents per linear foot.	LF	153	$ 5.20	$ 795.60		33	666 6003	REFL PAV MRK TY I (W)4"(BRK)(100MIL) _____dollars and ____ cents per linear foot.	LF	153	$ 1.93	$ 295.29	
34	666 6012	REFL PAV MRK TY I (W)4"(SLD)(100MIL) _____ dollars and _____ cents per linear foot.	LF	1690	$ 5.20	$ 8,788.00		34	666 6012	REFL PAV MRK TY I (W)4"(SLD)(100MIL) _____ dollars and _____ cents per linear foot.	LF	1690	$ 1.93	$ 3,261.70	
35	666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL) _____ dollars and _____ cents per linear foot.	LF	1330	$ 9.75	$ 12,967.50		35	666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL) _____ dollars and _____ cents per linear foot.	LF	1330	$ 3.85	$ 5,120.50	
36	666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL) _____ dollars and _____ cents per linear foot.	LF	120	$ 29.25	$ 3,510.00		36	666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL) _____ dollars and _____ cents per linear foot.	LF	120	$ 11.55	$ 1,386.00	
37	666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL) _____ dollars and _____ cents per each.	EA	13	$ 520.00	$ 6,760.00		37	666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL) _____ dollars and _____ cents per each.	EA	13	$ 115.50	$ 1,501.50	
38	666 6063	REFL PAV MRK TY I (W)(UTURN)(100MIL) _____ dollars and _____ cents per each.	EA	4	$ 520.00	$ 2,080.00		38	666 6063	REFL PAV MRK TY I (W)(UTURN)(100MIL) _____ dollars and _____ cents per each.	EA	4	$ 121.00	$ 484.00	
39	666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	8				39	666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	8			

		_____ dollars and _____ cents per each.			$ 520.00	$ 4,160.00			_____ dollars and _____ cents per each.			$ 118.25	$ 946.00
40	672 6007	REFL PAV MRKR TY I-C _____ dollars and ____ cents per each.	EA	7	$ 5.20	$ 36.40	40	672 6007	REFL PAV MRKR TY I-C _____ dollars and ____ cents per each.	EA	7	$ 5.78	$ 40.46
41	672 6010	REFL PAV MRKR TY II-C-R _____dollars and _____ cents per each	EA	69	$ 7.80	$ 538.20	41	672 6010	REFL PAV MRKR TY II-C-R _____dollars and _____ cents per each	EA	69	$ 5.78	$ 398.82
42	500 6001	MOBILIZATION _____ dollars and ____ cents per lump sum.	LS	1	$ 50,000.00	$ 50,000.00	42	500 6001	MOBILIZATION _____ dollars and ____ cents per lump sum.	LS	1	$ 133,760.37	$ 133,760.37
43	7140 6049	TRAFFIC CONTROL _____ dollars and ____ cents per month.	MO	4	$ 2,640.00	$ 10,560.00	43	7140 6049	TRAFFIC CONTROL _____ dollars and ____ cents per month.	MO	4	$ 10,710.00	$ 42,840.00
44	N/A	OWNER'S ALLOWANCE (SEE NOTE 1 BELOW) Twenty thousand dollars and no cents per lump sum.	LS	1	$ 20,000.00	$ 20,000.00	44	N/A	OWNER'S ALLOWANCE (SEE NOTE 1 BELOW) Twenty thousand dollars and no cents per lump sum.	LS	1	$ 20,000.00	$ 20,000.00
TOTAL						$ 638,727.90	**TOTAL**						$ 532,426.00

THE CITY OF MIDLAND

CONTRACT

Contract No. 21002277

THIS CONTRACT, effective the 14 day of April, 2021, by and between the City of Midland, hereinafter referred to as "CITY", and Reece Albert, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 532,426.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for T20-03 Midland Park Mall Traffic Improvements in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Jose Ortiz 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.

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.**

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.

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. **Pack 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.

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. 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 to the subject matter of this Contract, without regard to conflict on laws and rules that would direct application of the laws of another jurisdiction.

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

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

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

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

27. 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.

28. **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.

29. **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.

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

31. To the extent that Section 2271.002 of the Texas Government Code applies to this Contract, COMPANY hereby verifies that COMPANY does not boycott Israel and will not boycott Israel during the term of this Contract. If Section 2271.002 of the Texas Government Code does not apply to this Contract, such verification is not required, and COMPANY shall be deemed to have not made such verification.

32. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

33. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may

apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

34. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. 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 Professional Services Contract that precede the signature page(s), which evidences the parties' execution.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim 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 Reece Albert, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

CITY OF MIDLAND

PURCHASING DIVISION DATE: 2/11/2021

BID REQUEST PAGE: 01

(THIS IS NOT AN ORDER) **BID NO: 21002277**

OPENING TIME: 2:00 PM **CLOSING DATE: 3/17/2021**

CITY OF MIDLAND
300 NORTH LORAINE
P. O. BOX 1152
MIDLAND, TX 79702

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, 300 N. Loraine St., Suite 330, Midland, TX 79702 UNTIL 2:00 P.M. on March 17, 2021 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: City of Midland Traffic Signal Shop at 1602 E Orchard Ln, Midland, TX

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			T20-03—Midland Park Mall Traffic Improvements		
			(See Attahced Proposal)	TOTAL	$ 532,426.00

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) **UNLESS THE CITY STATES** THAT THE BID MAY BE FAXED OR E-MAILED, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
3. 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.
4. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 3, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
5. **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.
6. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR 685-7233. FAX NO. (432) 685-0523

NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID.

THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.

COMPANY NAME: Reece Albert, Inc.
ADDRESS P.O. Box 3238
CITY Midland ST TX ZIP 79702
PHONE NO. 432-570-0481 FAX NO. 432-682-3916
EMAIL: mikeh@reecealbertinc.com

CASH DISCOUNT: N/A % DAYS
DELIVERY CAN BE MADE See Proposal
AUTHORIZED SIGNATURE

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING



On-line responses will not be allowed for this solicitation. Please print these documents and submit your bid in a sealed envelope to:

Mailing Address:

The City Secretary's Office
City of Midland
P. O. Box 1152
Midland, TX 79702

OR

Physical Address:

The City Secretary's Office
City of Midland
300 N. Loraine, Suite 330
Midland, TX 79701

MIDLAND
Purchasing Division

ATTENTION: Due to the Coronavirus (COVID-19) pandemic, all bidders are encouraged to mail bid packets to one of the addresses below rather than delivering them in person in the interests of maintaining social distancing:

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

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

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

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

The deadline for submitting additional questions is 72 working hours before the bid opening date. Questions submitted before the Noon deadline will be included in the Addendum. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

SPECIAL PROVISIONS

1. SCOPE OF WORK:

The work to be accomplished under this Contract is located at the interchange of Loop 250 and Midkiff Road in the City of Midland, Texas. The scope consists of minor widening of the Loop 250 Eastbound Frontage Road and Westbound Frontage Road to provide one additional lane on each of those approaches to the traffic signal at Midkiff Road. This allows for relocation of the U-turn lanes towards the main lanes and repurposing of the existing U-turn lanes to serve as second left-turn lanes in each direction.

The work generally includes the removal and new construction of asphalt and concrete pavement, curb, pavers, and retaining wall, as well as traffic signs and markings. The project area is located entirely within state highway right-of-way and is being bid and managed by the City of Midland under an Agreement for a Local On-System Improvement Project with the Texas Department of Transportation (TxDOT). All work shall be performed in accordance with the latest TxDOT standards and specifications unless otherwise directed in the plans or by the Engineer.

The location and details for the construction and related work are shown upon the drawings included with this Request for Bids. 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. CONTRACT DEADLINE:

The deadline for substantial completion of the project is **120 calendar days** starting from the Notice to Proceed date.

Extensions of the project deadline may be requested by the Contractor for documented conditions such as weather days, delays due to conflicts with existing franchise utility lines, etc. which are reasonably beyond the Contractor's control. Any deadline extensions must be submitted by the Contractor in writing to the 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.

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.

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.

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.

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.

4. EXAMINATION OF SITE:

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

5. PAYMENT:

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

Payment will be made for material installed and complete in place, not for material delivery or materials on hand.

6. TRAFFIC CONTROL:

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

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways).

Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Traffic Operations Division of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion.

For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be “complex”, shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified “barricade company”).
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Traffic Operations Division, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.

5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and
    d. At other times as shown on the approved TCP, or as otherwise directed by the City.

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

7. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent property shall be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care should be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc.

8. 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 Engineer determine 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.

9. 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.

10. COMPLIANCE:

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

It is the responsibility of the Contractor to 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.

11. 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.

12. 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.

CITY OF MIDLAND
MIDLAND PARK MALL TRAFFIC IMPROVEMENTS
PROJECT NUMBER: T20-03

JANUARY 2021

MAYOR

PATRICK PAYTON

COUNCIL MEMBERS

SCOTT DUFFORD	DISTRICT 1
JOHN NORMAN	DISTRICT 2
JACK LADD	DISTRICT 3
LORI BLONG	DISTRICT 4
SPENCER ROBNETT	AT LARGE
MICHAEL TROST	AT LARGE

ASSISTANT CITY MANAGER

ROBERT PATRICK

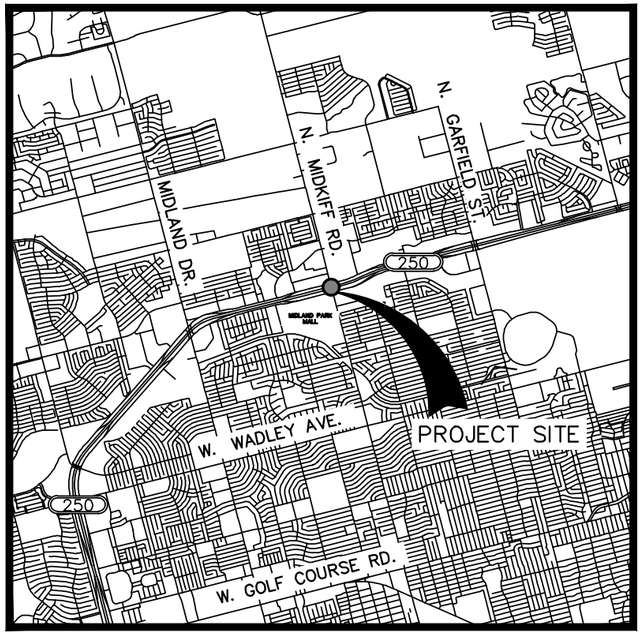
ENGINEERING SERVICES DIRECTOR

JOSE E. ORTIZ

CITY ENGINEER

MATT C. CARR, P.E.
OFFICE: (432) 685-7286

SEE SHEET 2 FOR INDEX



LOCATION MAP

N.T.S.

CONTRACTOR _____

DATE CONSTRACTOR BEGAN

WORK _____

DATE WORK WAS COMPLETED _____

DATE WORK WAS ACCEPTED _____

FINAL CONTRACT COST _____

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

DUNAWAY
4000 N. Big Spring Street • Suite 101 • Midland, Texas 79705
Tel: 432.699.4889
(TX REG. F-1114)

DALP NO. 5839.002

MIDLAND
Feel the Energy!

811
Know what's below.
Call before you dig.

EXISTING LEGEND

- PROPERTY LINE AND RIGHT-OF-WAY
- EASEMENT LINE
- IRON ROD FOUND
- BENCH MARK OR CONTROL POINT
- UTILITY POLE
- LIGHT POLE
- GUY WIRE
- STEEL POLE & MAST ARM
- PEDESTAL POLE
- EXISTING SIGN
- FLAG POLE
- MAIL BOX
- BOLLARD, GATE POST
- TELEPHONE RISER
- WATER METER
- WATER VALVE
- IRRIGATION VALVE
- SPRINKLER VALVE
- SPRINKLER HEAD
- FIRE HYDRANT
- GAS METER
- STORM DRAIN MANHOLE
- 30" RCP — STORM DRAIN PIPE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- SIGNAL BOX
- CABLE BOX
- WOOD FENCE
- IRON FENCE
- CHAIN LINK FENCE
- WIRE FENCE
- SHRUB
- TREE
- BUILDING
- CONC CURB & GUTTER
- EDGE OF ASPHALT
- EDGE OF GRAVEL
- EX-OHE — OVERHEAD ELECTRIC
- EX-UE — UNDERGROUND ELECTRIC
- EX-T — UNDERGROUND TELEPHONE
- EX-SS — SANITARY SEWER
- EX-W — WATER LINE
- EX-GAS — GAS LINE
- EX-FO — UNDERGROUND FIBER OPTIC CABLE
- EX-UGC — UNDERGROUND CABLE

LEGEND

- PROPOSED CONCRETE PAVEMENT (8" REINFORCED CONCRETE ON 6" TY A GR 4 FLEXBASE)
- LANDSCAPE PAVERS (RELAY EXISTING PAVERS, ON 1" SAND BED)
- PROPOSED 4" CONCRETE RIPRAP
- PROPOSED GRAVITY BLOCK RETAINING WALL

ABBREVIATIONS

BC	BACK OF CURB
BM	BENCH MARK
BW	BOTTOM OF WALL
CI	CURB INLET
CP	CONTROL POINT
D.R.M.C.T.	DEED RECORDS MIDLAND COUNTY TEXAS
ELEV	ELEVATION
EG	EXISTING GRADE ELEVATION
FC	FACE OF CURB
FG	FINISHED GRADE ELEVATION
FL	FLOW LINE
GT	GUTTER
HGL	HYDRAULIC GRADE LINE
LAT	LATERAL
LF	LINEAR FEET
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PGL	PROPOSED GRADE LINE
PI	POINT OF INTERSECTION
PRC	POINT OF REVERSE CURVATURE
PROP	PROPOSED
PT	POINT OF TANGENCY
PVI	POINT OF VERTICAL INTERSECTION
PVC	POINT OF VERTICAL CURVATURE
PVT	POINT OF VERTICAL TANGENCY
RP	RADIUS POINT
RCB	REINFORCED CONCRETE BOX
RCP	REINFORCED CONCRETE PIPE
SD	STORM DRAIN
SDWK	SIDEWALK
STD	STANDARD
STA	STATION
SS	SANITARY SEWER
TC	TOP OF CURB
TG	TOP OF GRATE
TOF	TOP OF FOUNDATION
TOP	TOP OF PIPE
TOW	TOP OF WALL
YR	YEAR

INDEX OF SHEETS

NUMBER			DESCRIPTION
			GENERAL
1			COVER
2			INDEX & LEGEND
3			GENERAL NOTES
4	-	6	TYPICAL SECTIONS
7	-	8	PROJECT LAYOUT & CONTROL
9	-	10	DEMOLITION PLAN
			ROADWAY
11	-	12	PLAN AND PROFILE EBFR
13	-	14	PLAN AND PROFILE WBFR
15	-	16	SIGNING & PAVEMENT MARKING PLANS
			TxDOT STANDARD DETAILS
17	-	28	* BC(1)-13 THRU BC(12)-14
29			* CCCG-12
30	-	31	* CPCD-14
32	-	33	* CRCP(1)-20-01 & 02
34	-	37	* PED-18
38	-	41	* PM-20
42	-	45	* SMD-08
46	-	48	* ED-14
49			* JS-14
S0	-	S2	* EC(9)-16
S3	-	SS	** TxDOT REFERNCE PLAN DETAILS

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE WITH AN (*) HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

THE SHEETS SPECIFICALLY IDENTIFIED ABOVE WITH AN (**) ARE DETAILS FROM CSJ: 1188-02-046: DATED 6/21/93. THEY ARE INCLUDED IN THIS PLAN SET FOR REFERENCE PURPOSES ONLY. THEY ARE APPLICABLE IN THE CONSTRUCTION OF THE RETAINING WALLS AND INSTALLATION OF LANDSCAPE PAVERS.

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

Lee Monastesse

REVISIONS

NO.	DATE	DESCRIPTION

Midland Park Mall LP250 & Midkiff Road Turn Lanes

INDEX & LEGEND

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	2 OF 52

PACKET
6.31
April 13, 2021

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. THE NAVD 88 ELEVATION WAS CONVERTED FROM THE NGVD29 ELEVATION USING VERTCON SOFTWARE THROUGH THE NOAA.

GENERAL:

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF MIDLAND AND TxDOT STANDARD CONSTRUCTION REQUIREMENTS, SPECIFICATION AND DETAILS UNLESS OTHERWISE INDICATED IN THESE CONSTRUCTION DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR OBSERVING AND COMPLYING WITH ALL FEDERAL AND STATE REGULATIONS AND REQUIREMENTS.
2. 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 CONSTRUCTION.
3. THE CONTRACTOR WILL ENSURE POSITIVE SURFACE DRAINAGE IN THE CONSTRUCTION AREAS WITH SPECIAL ATTENTION TO SURFACE DRAINAGE WITHIN ALL INTERSECTIONS AND MATCH THE ELEVATIONS SHOWN ON THE PLANS.
4. 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. CONTRACTORS' COOPERATION WILL BE REQUIRED FOR MATERIAL SAMPLING BY THE CITY & STATE'S MATERIAL TESTING CONSULTANT.

REQUIRED TESTING AND PROOF OF REPORTING WILL INCLUDE:

BASE - ALL BASE SURFACES SHALL BE PROOF ROLLED IN ACCORDANCE WITH CITY OF MIDLAND AND TxDOT STANDARDS. ALL AREAS IDENTIFIED AS FAILING DURING PROOF ROLLING SHALL BE REPAIRED IN A METHOD APPROVED BY THE ENGINEER.

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. REPLACEMENT OF CAST IRON RING & COVER (R&C) AND VALVE BOXES WILL BE ACCOMPLISHED BY REMOVING ALL NECESSARY CONCRETE/ASPHALT AND SALVAGING THE EXISTING R&C AND VALVE BOX (PRIOR TO THE MILLING OPERATION). UPON COMPLETION OF THE REMOVAL, THE AFFECTED AREAS WILL BE PLATED AND PREPARED FOR ASPHALT PLACEMENT. ONCE THE ASPHALT SURFACE COURSE HAS BEEN COMPLETED, THE ASPHALT WILL BE SAW CUT AND THE R&C OR VALVE BOX ADJUSTED TO THE APPROPRIATE GRADE AND CONSTRUCTED IN ACCORDANCE WITH STANDARD CITY SPECIFICATIONS. CONCRETE AROUND MANHOLES WILL BE AT LEAST 5'X5'. CONCRETE AROUND VALVE BOXES WILL BE AT LEAST 3'X3'.
3. EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPAIRED OR REPLACED WITH SAME PAVEMENT SECTION OR BETTER THAN THE EXISTING PAVEMENT SECTION.
4. ALL EXISTING MANHOLES AND VALVES SHALL BE ADJUSTED TO FINISHED ROADWAY ELEVATION, MATCHING THE FINISH CROSS-SLOPE, INCLUDING CONCRETE RINGS AS PER STANDARD DETAILS.
5. CONTRACTOR TO EXERCISE CAUTION WHEN WORKING ON EXISTING RETAINING WALLS. CONTRACTOR TO USE ACCEPTABLE CONSTRUCTION PRACTICES TO PROTECT STRUCTURAL INTEGRITY OF EXISTING WALLS.

PAVING AND CONCRETE:

1. RAMPS WILL BE ADA COMPLIANT AND BUILT TO TxDOT STANDARD SPECIFICATIONS AND DETAILS. ALL SAW CUTTING WILL BE SUBSIDIARY TO THE CURB RAMP ITEM.
2. PRIOR TO PAVING ACTIVITIES, ALL EXISTING BASE COURSE OR REMAINING MATERIAL WILL BE PROOF ROLLED WITH A MINIMUM 25 TON PNEUMATIC ROLLER.
3. SAW CUT 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 MILLED AREA, OR 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.
4. ENSURE PAVEMENT IS CONSTRUCTED FLUSH WITH LIP OF EXISTING AND PROPOSED CURB.
5. CONTRACTOR WILL SEAL ALL CONCRETE PAVEMENT JOINTS. THIS DOES NOT INCLUDE PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR JOINTS BETWEEN CURBS. (SEE CITY OF MIDLAND STANDARD DETAIL 234 (b)) TYPICAL CONCRETE PAVEMENT JOINT SPACING IS TO BE NO LESS THAN 10'X10' AND NO MORE THAN 15'X15'.
6. USE AND PLACE APPROVED EXPANSION JOINT MATERIAL BETWEEN THE EXISTING CURB AND THE PROPOSED CURB.
7. USE POLYPROPYLENE FIBER REINFORCING WHEN REQUIRED AT A RATE OF 1.5 LBS/CY IN LIEU OF WIRE REINFORCING. REBAR REINFORCEMENT ONLY TO BE USED WHEN SPECIFICALLY CALLED FOR ON PLANS.
8. PRIME COAT WILL BE APPLIED AS PER CITY STANDARD SPECIFICATION ON TOP OF ALL PREPARED BASE COURSE SURFACES.
9. TACK COAT WILL BE UNIFORMLY SPRAYED USING THE MATERIALS AND METHODS OUTLINED IN THE CITY OF MIDLAND'S STANDARD SPECIFICATIONS. UNIFORMLY APPLY TACK COAT TO ALL LONGITUDINAL AND TRANSVERSE JOINTS. CORRECT UNCOATED OR LIGHTLY COATED AREAS. BLOT AREAS SHOWING AN EXCESS OF TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND REMOVE BLOTTING MATERIAL BEFORE PAVING.
10. PRIME COAT WILL BE MEASURED BY THE GALLON BEFORE DILUTION. WATER WILL NOT BE MEASURED FOR PAVEMENT.
11. TACK COAT WILL BE SUBSIDIARY TO HOTMIX PAVING ITEMS.

PAVEMENT MARKING:

1. IF REQUIRED TO REMOVE EXISTING PAVEMENT MARKINGS AND MARKERS, CONTRACTOR IS TO REPAIR EXCESSIVE DAMAGE TO THE PAVEMENT WITH AN APPROVED MATERIAL AT THE CONTRACTOR'S EXPENSE.
2. WHEN REQUIRED, REMOVED PAVEMENT MARKERS WILL BE DISPOSED OF PROPERLY.
3. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REMOVAL AND PROPER DISPOSAL OF TEMPORARY MARKER TABS FROM THE PROJECT IN COORDINATION WITH THE PLACEMENT OF NEW MARKINGS.
4. NON-REMOVABLE WORK ZONE PAVEMENT MARKINGS WILL BE PAINT IN ACCORDANCE WITH TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) ITEM 666, TYPE II, OR OTHER APPROVED MATERIALS.
5. PERMANENT PAVEMENT MARKINGS WILL BE THERMOPLASTIC IN ACCORDANCE WITH TXDOT ITEM 666, TYPE I, FOR LONG-LINE MARKINGS, AND WITH ITEM 666, TYPE I, OR ITEM 668, FOR SHORT-LINE AND SYMBOL MARKINGS.

EROSION CONTROL:

1. CONTRACTOR WILL INSTALL BMP'S IN ACCORDANCE WITH INDUSTRY STANDARDS AND REGULATIONS.
2. THE CONTRACTOR WILL HAVE AN APPROVED CONCRETE WASHOUT LOCATION AS PER STANDARD DETAILS. CONCRETE TRUCKS CANNOT, UNDER ANY CIRCUMSTANCE, WASHOUT IN THE STORM DRAIN TRENCH. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM THE PROJECT SITE.
3. SEEDING FOR EROSION CONTROL - DISK AREAS TO BE SEEDED TO A DEPTH OF FOUR INCHES (4") TO ALLOW GOOD CONTACT BETWEEN SEEDS AND THE SOIL. IN ALL AREAS TO BE DRILL SEEDED, USE A PASTURE OR RANGELAND TYPE SEED DRILL. USE SEPARATE BOXES ON THE DRILL TO APPLY THE FERTILIZER AND THE SEED. BEFORE PLANTING OPERATIONS BEGIN, FURNISH SEED TAGS FROM THE SEED SUPPLIER. THESE TAGS MUST SHOW THE PERCENT PURITY, PERCENT GERMINATION, AND THE DATE THE SEED WAS HARVESTED. SUBMIT THESE TAGS TO THE ENGINEER FOR VERIFICATION OF APPROPRIATE POUNDS P.L.S./ACRE RATES.

UNIFORMLY DISTRIBUTE THE SEED AS HEREIN DESCRIBED.

SEED MIX TOTALING 20 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
BUFFALOGRASS	2.0
GREEN SPRANGLETOP	1.0

SEED MIX TOTALING 20 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
BUFFALOGRASS	4.0
GREEN SPRANGLETOP	2.0

4. IF A GRASS VARIETY IS NOT AVAILABLE, SUBMIT AN AVAILABLE SUBSTITUTION TO THE ENGINEER FOR APPROVAL. PERMISSION FOR SUBSTITUTION WILL ONLY BE GRANTED AFTER THE ENGINEER IS SATISFIED THE RECOMMENDED VARIETIES ARE NOT AVAILABLE. DELIVER ALL FERTILIZER IN BAGS OR CONTAINERS CLEARLY LABELED SHOWING THE ANALYSIS. THE PREFERRED ANALYSIS IS 18-3-4. APPLY THE FERTILIZER AT A RATE WHICH WILL NOT BE LESS THAN 100 POUNDS OF NITROGEN PER ACRE. APPLY FERTILIZER IN CONJUNCTION WITH SEEDING.
5. REMOVE TOP 6.0" LAYER OF VEGETATION AND TOPSOIL AT BASIN AND OTHER DISTURBED AREAS, AND SET MATERIAL ASIDE ON SITE DURING CONSTRUCTION.
AFTER CONSTRUCTION AND PRIOR TO SEEDING, PLACE SAVED VEGETATION AND TOPSOIL MATERIAL EVENLY AT 4.0" THICKNESS OVER ALL PERVIOUS DISTURBED AREAS AND RAKE SMOOTH. ADD ADDITIONAL, EQUIVALENT TOPSOIL MATERIAL IF NECESSARY TO ACHIEVE MINIMUM 4.0" TOPSOIL THICKNESS THROUGHOUT.
AFTER SEEDING SPRAY SEEDED AREA EVENLY WITH WATER EQUIVALENT TO MINIMUM UNIFORM WATER DEPTH OF 0.2-INCHES AT A RATE OF NO LESS THAN ONCE EVERY DAY FOR TEN (10) CONSECUTIVE DAYS.

TRAFFIC CONTROL:

1. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO BUSINESS DAYS BEFORE CONTRACTOR STARTS ANY CONSTRUCTION ACTIVITY. ACCESS TO PROPERTIES ADJACENT TO THE WORK ZONE SHALL BE MAINTAINED AT ALL TIMES UNLESS OTHERWISE APPROVED BY THE ENGINEER. A MINIMUM OF TWO TRAVEL LANES (ONE IN EACH DIRECTION) SHALL REMAIN OPEN AT ALL TIMES ON ALL ARTERIAL STREETS.
2. STOP EQUIPMENT FOR TRAFFIC WHEN CROSSING ANY TRAFFIC LANES. FURNISH FLAGGERS TO WARN EQUIPMENT OPERATORS OF APPROACHING TRAFFIC UNLESS OTHERWISE DIRECTED.
3. PLACE ORANGE FENCING AROUND SIDEWALK, WHEELCHAIR RAMPS, AND OTHER PEDESTRIAN AREAS THAT POSE A HAZARD TO PEDESTRIAN TRAFFIC AS DIRECTED.

RETAINING WALLS:

1. THE RECONSTRUCTION OF RETAINING BLOCK(S), PIN(S), BACKFILL, AND OTHER NECESSARY ITEMS REQUIRED TO PERFORM WORK WILL BE CONSIDERED SUBSIDIARY UNDER MISCELLANEOUS ITEMS.
2. RETAINING WALLS THAT ARE COMPROMISED BY THE REMOVAL OF ADJACENT WALLS OR DURING CONSTRUCTION RELATED ACTIVITIES SHALL HAVE TEMPORARY BRACING.
3. CONTRACTOR TO FOLLOW LP 250 MAIN-LANE PLANS (CSJ: 1188-02-046) AND SPEC. ITEM 423 FOR THE DESIGN & RECONSTRUCTION OF RETAINING WALLS ALONG LP 250 WBFR.
4. STAKE ALL WALL LOCATIONS AND HAVE APPROVED BY INSPECTOR PRIOR TO WALL CONSTRUCTION.

CONCRETE PAVERS:

1. THE RELAYING OF PAVERS, EXCAVATION, SAND CUSHION AND OTHER NECESSARY ITEMS REQUIRED TO PERFORM WORK WILL BE CONSIDERED SUBSIDIARY UNDER MISCELLANEOUS ITEMS.
2. CONTRACTOR TO EXERCISE CAUTION WHEN REMOVING EXISTING PAVERS, MAKING AN EFFORT TO REMOVE THE PAVERS WITH MINIMAL DAMAGE.
3. CONTRACTOR TO FOLLOW THE LP 250 MAIN-LANE PLANS (CSJ:1188-02-046) AND SPEC. ITEMS 538 & 5379 FOR THE RELAYING OF CONCRETE PAVERS.

CONCRETE RIP-RAP:

1. CONTRACTOR TO FOLLOW THE LP 250 MAIN-LANE PLANS (CSJ:1188-02-046) AND SPEC. ITEM 432 FOR THE INSTALLATION OF CONCRETE RIP-RAP.
2. SIDE SLOPES TO BE SHAPED AND INSPECTED AND CONTRACTOR TO ENSURE POSITIVE DRAINAGE PRIOR TO CONCRETE PLACEMENT.

FINAL CLEANUP:

1. CONTRACTOR IS TO MAKE ALL REASONABLE EFFORT TO CLEAN AND RESTORE PROJECT SITE TO ORIGINAL OR BETTER CONDITION AT THE CONCLUSION OF CONSTRUCTION ACTIVITY. THIS INCLUDES BUT IS NOT LIMITED TO STREET SWEEPING AND OTHER SEDIMENT REMOVAL, REMOVAL OF CONSTRUCTION MATERIAL AND DEBRIS.
2. AFTER CONSTRUCTION, RESTORE ADJACENT SURFACES TO A CONDITION APPROVED BY THE ENGINEER. THIS WORK IS SUBSIDIARY TO MOBILIZATION.

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

REVISIONS

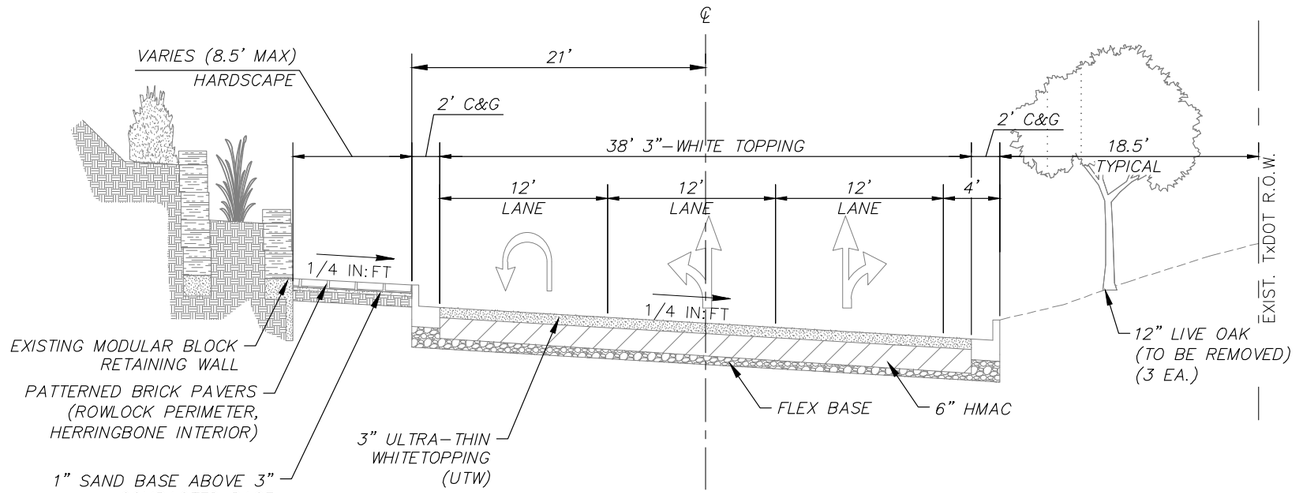
NO.	DATE	DESCRIPTION

Midland Park Mall LP250 & Midkiff Road Turn Lanes

GENERAL NOTES

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	3 OF 52

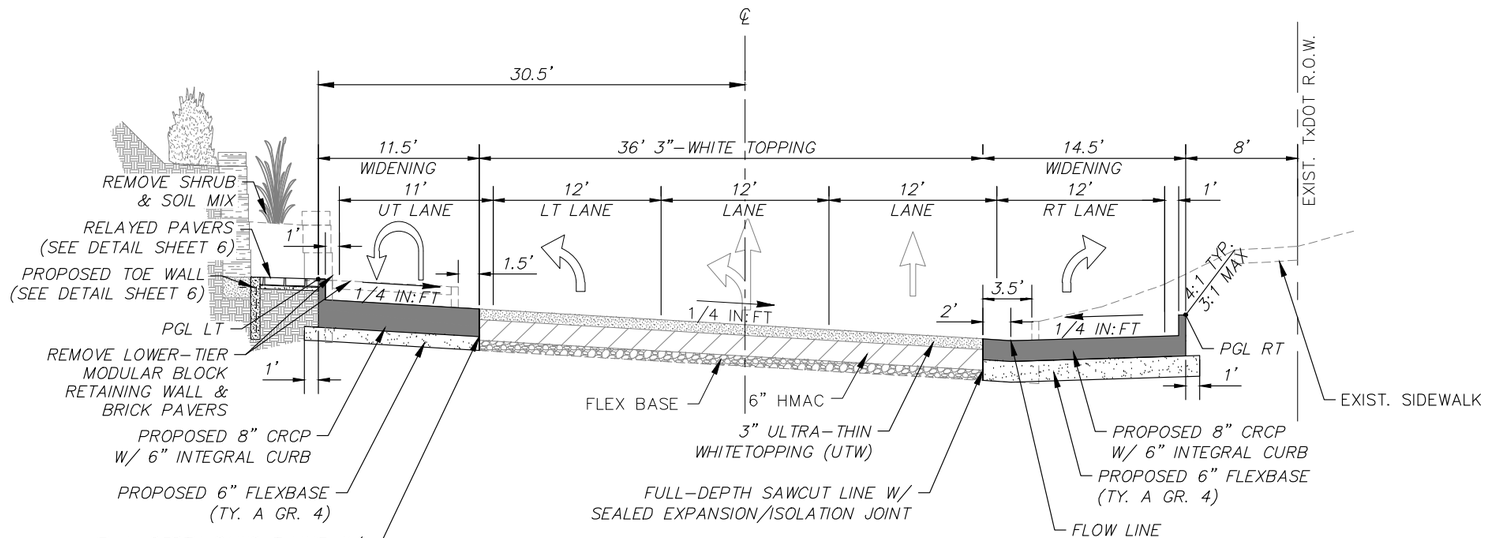
PACKET
6.32
April 13, 2021



EXISTING TYPICAL SECTION

LOOP 250 EAST BOUND FRONTAGE ROAD AT MIDKIFF RD

NOT TO SCALE



PROPOSED TYPICAL SECTION

LOOP 250 EAST BOUND FRONTAGE ROAD AT MIDKIFF RD

NOT TO SCALE

NOTE:

REFERENCE BELOW TxDOT LP 250 PLANS FOR FURTHER AS–BUILT INFORMATION.

CSJ: 1188–02–017
LP 250 FRNTG RD CONSTRUCTION

CSJ: 1188–02–046
LP 250 MAINLANE CONSTRUCTION (RTN WALLS)

CSJ: 1188–02–058
LP 250 FRNTG RD REHAB

CSJ: 188–02–107
LP 250 FRNTG RD REHAB

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE	DESCRIPTION

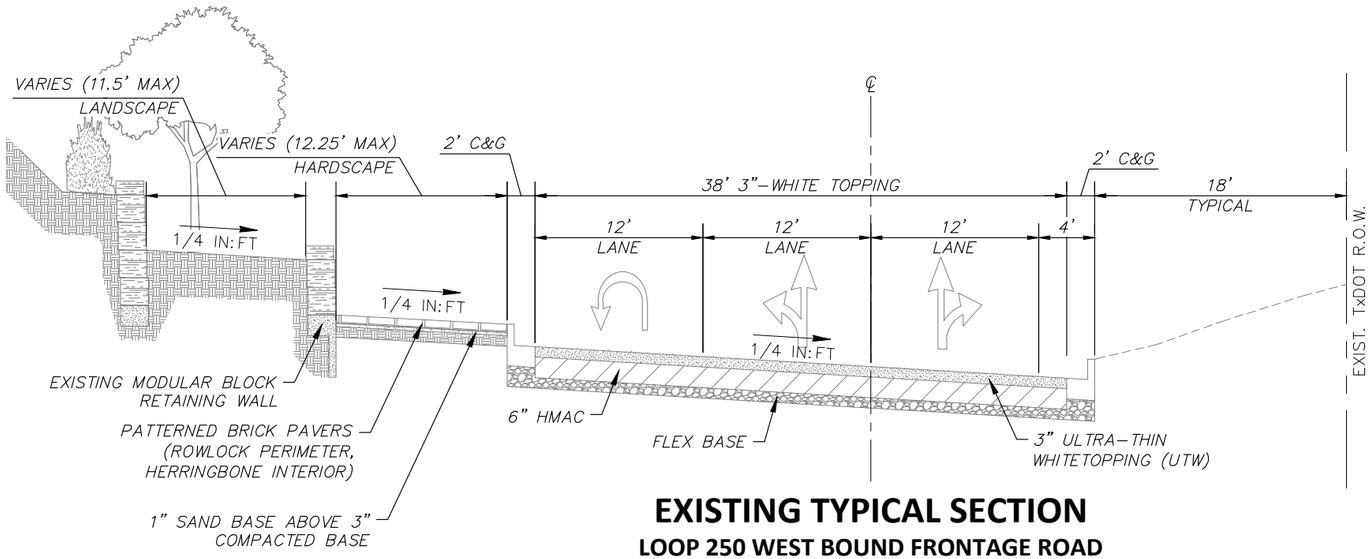
MIDLAND
Feel the Energy!

Midland Park Mall LP250 & Midkiff Road Turn Lanes

TYPICAL SECTIONS - EBFR

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	4 OF 52

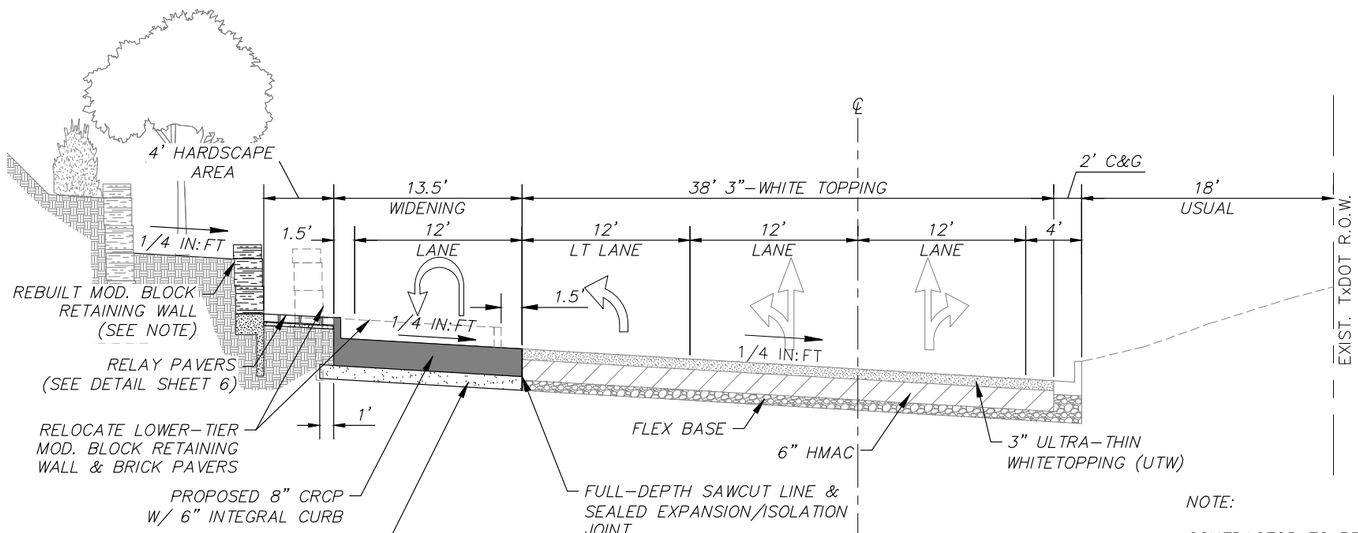
PACKET
6.33
April 13, 2021



EXISTING TYPICAL SECTION

LOOP 250 WEST BOUND FRONTAGE ROAD
AT MIDKIFF RD

NOT TO SCALE



PROPOSED TYPICAL SECTION

LOOP 250 WEST BOUND FRONTAGE ROAD
AT MIDKIFF RD

NOT TO SCALE

NOTE:

REFERENCE BELOW TxDOT LP 250 PLANS FOR FURTHER AS-BUILT INFORMATION.

CSJ: 1188-02-017
LP 250 FRNTG RD CONSTRUCTION

CSJ: 1188-02-046
LP 250 MAINLANE CONSTRUCTION (RTN WALLS)

CSJ: 1188-02-058
LP 250 FRNTG RD REHAB

CSJ: 188-02-107
LP 250 FRNTG RD REHAB

NOTE:

CONTRACTOR TO REFERENCE LP 250 MAIN LANE CONSTRUCTION PLANS FOR REBUILDING OF MOD. BLOCK RETAINING WALLS AND FOUNDATIONS.

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

REVISIONS

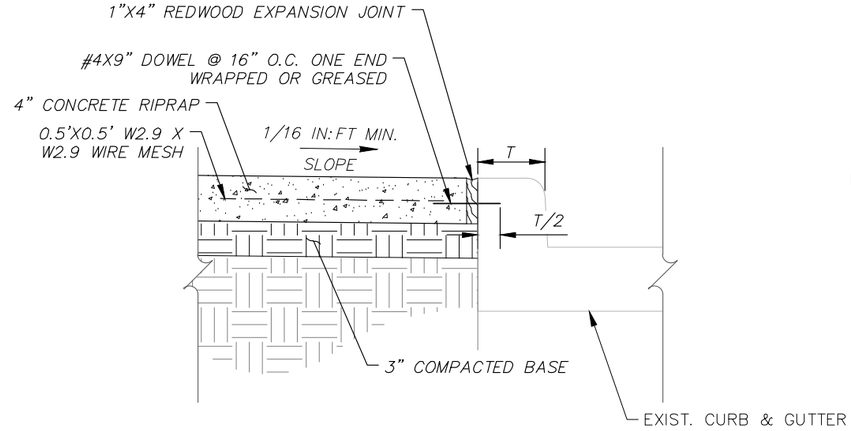
NO.	DATE	DESCRIPTION

Midland Park Mall LP250 & Midkiff Road Turn Lanes

TYPICAL SECTIONS - WBFR

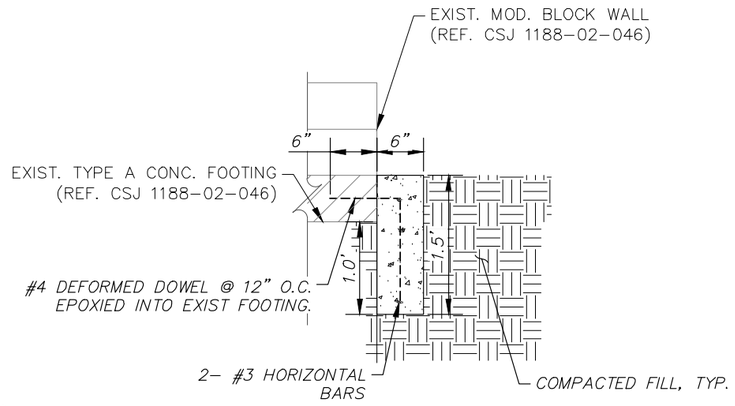
JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	5 OF 52

PACKET
6.34
April 13, 2021



CONCRETE RIPRAP DETAIL

NOT TO SCALE

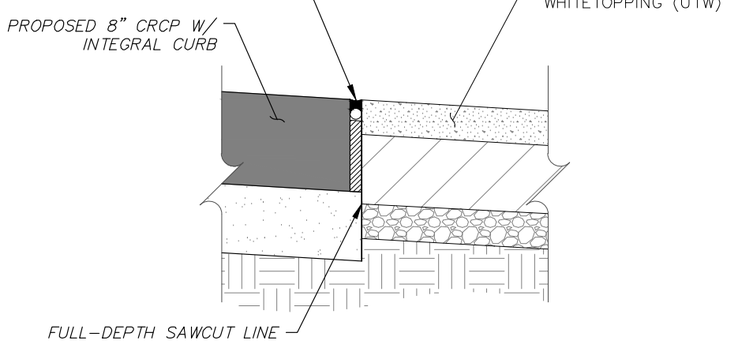


CONCRETE TOE WALL

NOT TO SCALE

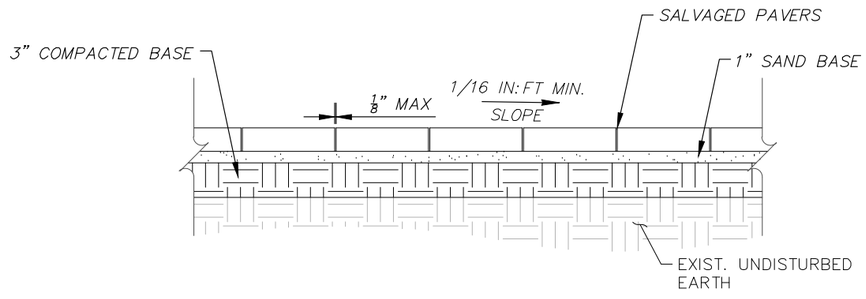
TOE WALL NOTE:

TOE WALL TO ABUT EBFR TY. A FOOTINGS WHERE LOWER PLANTER BED IS REMOVED. SEE PLAN SHEET 12 FOR EXTENTS. REF. CSJ: 1188-02-46 FOR EXIST. RETAINING WALL PLANS & SPECIFICATIONS.



LONGITUDINAL EXPANSION JOINT

NOT TO SCALE



SALVAGED PAVER DETAIL

NOT TO SCALE

PAVER NOTE:

MATCH EXIST. PATTERN TYPE. REFER TO FRONTAGE RD PLANS

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE	DESCRIPTION

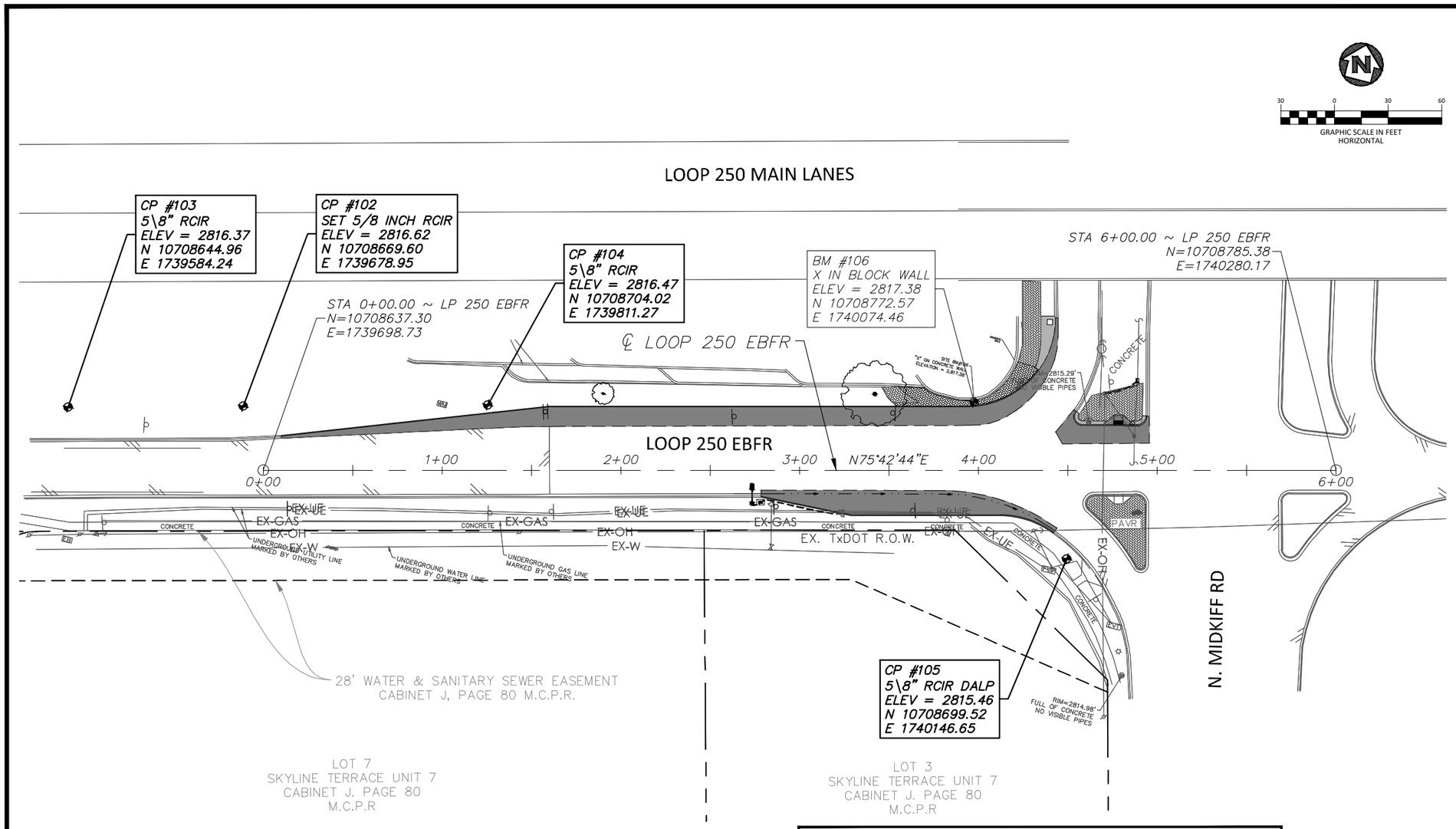
MIDLAND *Feel the Energy!*

Midland Park Mall LP250 & Midkiff Road Turn Lanes

TYPICAL SECTIONS - SUPPLEMENTAL

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020

SHEET: 6 OF 52



REVISIONS

NO.	DATE	DESCRIPTION

MIDLAND *Feel the Energy!*

Midland Park Mall LP250 & Midkiff Road Turn Lanes

PROJECT LAYOUT & CONTROL - EBFR

DATUM INFORMATION:

COORDINATE SYSTEM:
NAD83 TEXAS STATE PLANE, CENTRAL ZONE 4203, US FOOT.

SCALE FACTOR:
GRID TO SURFACE = 1.0001010105
SURFACE TO GRID = 0.9998989996

CITY MIDLAND MONUMENT:

BM #8538

A BRASS CAP STAMPED 8538, LOCATED ON THE WEST SIDE OF HIGHWAY 349 APPROXIMATELY 878 FEET NORTH OF ITS INTERSECTION WITH AIR PARK ROAD. BEING LOCATABLE BY NAD83 GRID COORDINATES N:10,709,056.62', E: 1,753,370.71' AND HAVING AN ADJUSTED NAVD88 ELEVATION OF 2,784.294' (PUBLISHED NGVD29 ELEVATION IS 2,783.09)

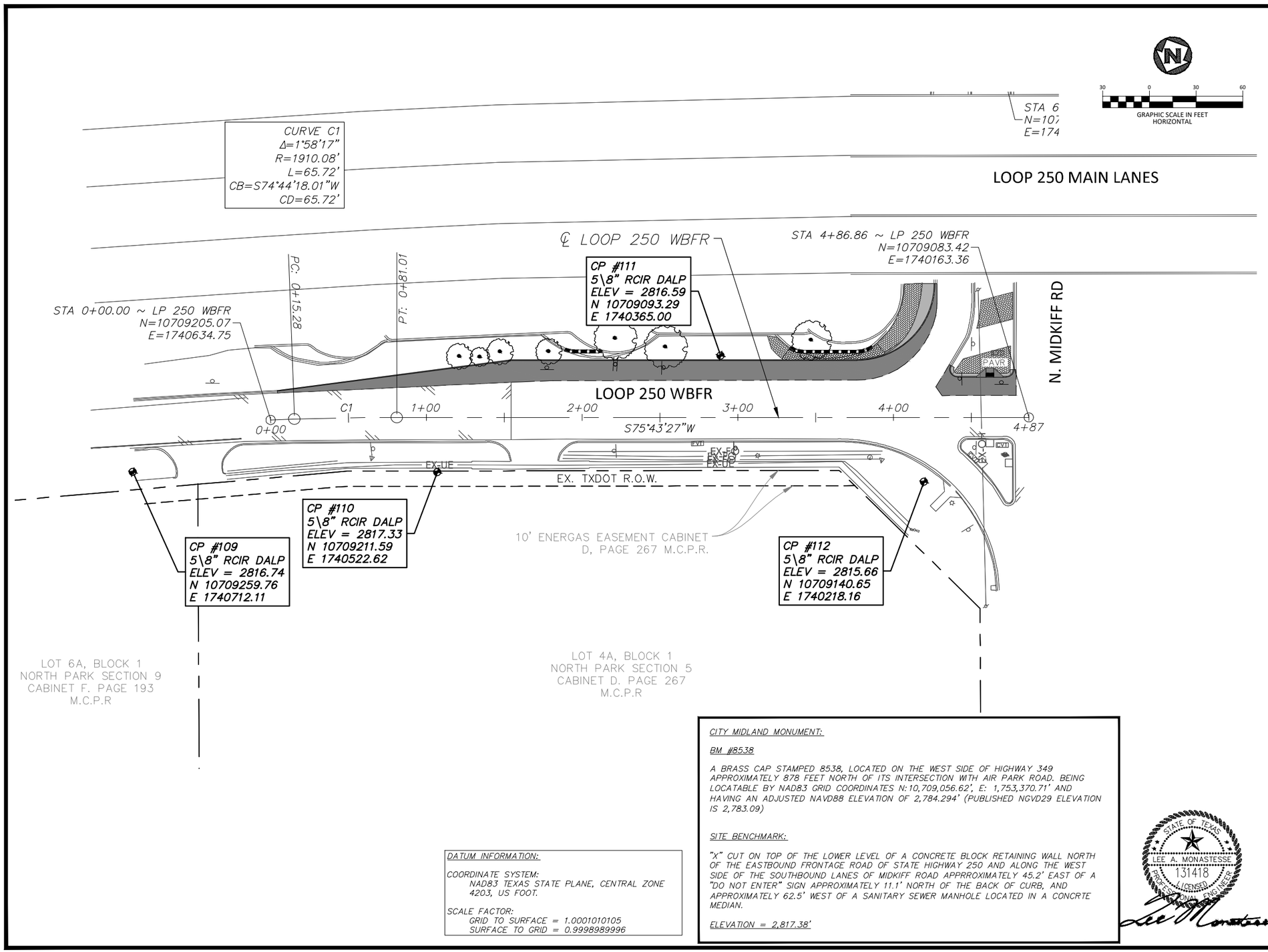
SITE BENCHMARK:

"X" CUT ON TOP OF THE LOWER LEVEL OF A CONCRETE BLOCK RETAINING WALL NORTH OF THE EASTBOUND FRONTAGE ROAD OF STATE HIGHWAY 250 AND ALONG THE WEST SIDE OF THE SOUTHBOUND LANES OF MIDKIFF ROAD APPRROXIMATELY 45.2' EAST OF A "DO NOT ENTER" SIGN APPROXIMATELY 11.1' NORTH OF THE BACK OF CURB, AND APPROXIMATELY 62.5' WEST OF A SANITARY SEWER MANHOLE LOCATED IN A CONCRTE MEDIAN.

ELEVATION = 2,817.38'

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	7 OF 52



DATUM INFORMATION:

COORDINATE SYSTEM:
NAD83 TEXAS STATE PLANE, CENTRAL ZONE 4203, US FOOT.

SCALE FACTOR:
GRID TO SURFACE = 1.0001010105
SURFACE TO GRID = 0.9998989996

CITY MIDLAND MONUMENT:

BM #8538

A BRASS CAP STAMPED 8538, LOCATED ON THE WEST SIDE OF HIGHWAY 349 APPROXIMATELY 878 FEET NORTH OF ITS INTERSECTION WITH AIR PARK ROAD. BEING LOCATABLE BY NAD83 GRID COORDINATES N:10,709,056.62', E: 1,753,370.71' AND HAVING AN ADJUSTED NAVD88 ELEVATION OF 2,784.294' (PUBLISHED NGVD29 ELEVATION IS 2,783.09)

SITE BENCHMARK:

"X" CUT ON TOP OF THE LOWER LEVEL OF A CONCRETE BLOCK RETAINING WALL NORTH OF THE EASTBOUND FRONTAGE ROAD OF STATE HIGHWAY 250 AND ALONG THE WEST SIDE OF THE SOUTHBOUND LANES OF MIDKIFF ROAD APPRROXIMATELY 45.2' EAST OF A "DO NOT ENTER" SIGN APPROXIMATELY 11.1' NORTH OF THE BACK OF CURB, AND APPROXIMATELY 62.5' WEST OF A SANITARY SEWER MANHOLE LOCATED IN A CONCRTE MEDIAN.

ELEVATION = 2,817.38'

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE	DESCRIPTION

MIDLAND Feel the Energy!

Midland Park Mall LP250 & Midkiff Road Turn Lanes

PROJECT LAYOUT & CONTROL - WBFR

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020

SHEET: 8 OF 52

LOOP 250 MAIN LANES

REMOVE & RELOCATE SIGN PANEL & POST (1 EA.)

ELIMINATE 8" PAVEMENT MARKING (360 LF)

ELIMINATE PAVEMENT MARKING ARROW, TYP. (2 EA.)

ELIMINATE PAVEMENT MARKING WORD, TYP. (2 EA.)

REMOVE & RELOCATE SIGN PANEL & POST (1 EA.)

PROTECT EX WATER METER

+10.11 (19.048 LT)

STA 4+43.53 ~ LP 250 EBFR
N=10708830.37
E=1740107.25

REMOVE LANDSCAPE PAVERS (86 SY)

REMOVE MODULAR BLOCK RETAINING WALL (8 SY)

REMOVE & RELOCATE SIGN PANEL & POST (1 EA.)

REMOVE 473 LF CURB & GUTTER

+54.63 (34.364 LT)

U-TURN ONLY WRONG WAY

16'-5" CLEARANCE WARNING

DO NOT ENTER

16'-5" CLEARANCE

CONCRETE

PROTECT EX SSMH

REMOVE 81 LF CURB & GUTTER

REMOVE PAVERS & RIPRAP (40 SY)

REMOVE & RELOCATE SIGN PANEL & POST (1 EA.)

REMOVE PULL-BOX (1 EA.)

ELIMINATE 24" STOP BAR (21 LF)

+93.70 (30.988 LT)

ONE WAY

1+00 2+00 3+00 4+00 5+00

EX. ASPHALT

LOOP 250 EBFR

EX. WHITE TOPPING

REMOVE CURB RAMP (1 EA.)

ELIMINATE 24" STOP BAR (24 LF)

LANE ASSIGNMENT

RESTAURANT GUIDE SIGN

WRONG WAY

EX-UE

EX-GAS

CONCRETE

EXIST. ROW

EX-OH

EX-W

LANE ASSIGNMENT

PROTECT EX FH

REMOVE SIGN PANEL & POST (1 EA.)

ELIMINATE 4" PAVEMENT MARKING (78 LF)

REMOVE 3" CONC. PAVEMENT ON 6" ASPHALT (38 SY)

REMOVE & RELOCATE ILLUMINATION POLE & GROUND BOX (1 EA.)

REMOVE TREE, TYP. (3 EA.)

REMOVE 167 LF CURB & GUTTER

REMOVE & RELOCATE SIGN PANEL & POST (1 EA.)

DO NOT ENTER

EX-UE

CONCRETE

EX-OH

+41.71 (35.507 RT)

!!!CAUTION!!!
EXISTING OH & UG UTILITIES
IN THIS AREA. CONTRACTOR
SHALL USE EXTREME CAUTION.

REMOVE SIGN PANEL & POST (1 EA.)

28' WATER & SANITARY SEWER EASEMENT CABINET J, PAGE 80 M.C.P.R.

LP 250 EBFR ℄

N. MIDKIFF RD

LOT 7
SKYLINE TERRACE UNIT 7
CABINET J. PAGE 80
M.C.P.R

LOT 3
SKYLINE TERRACE UNIT 7
CABINET J. PAGE 80
M.C.P.R

GRAPHIC SCALE IN FEET
HORIZONTAL
20 0 20 40

REVISIONS		
NO.	DATE	DESCRIPTION

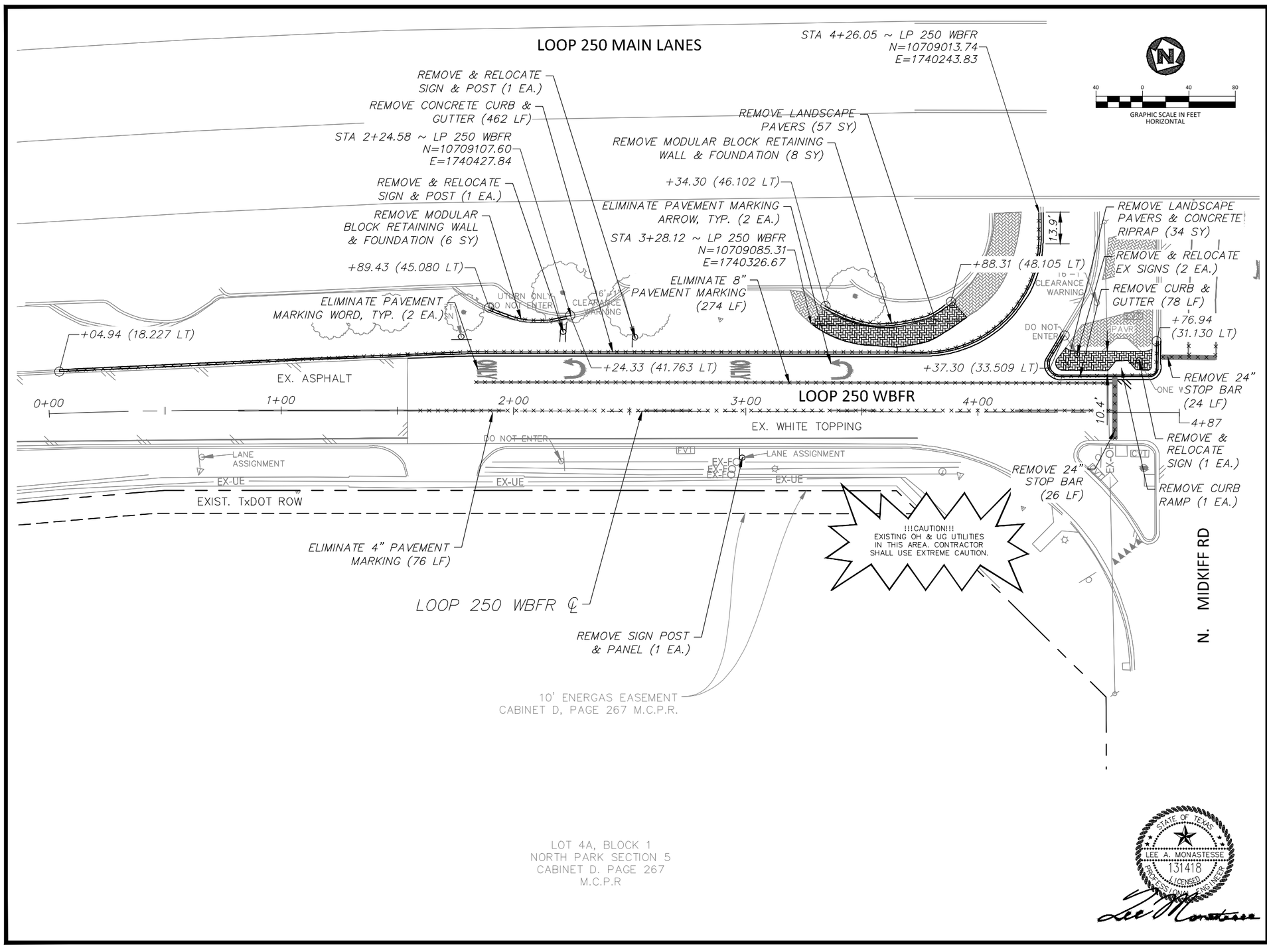
Midland Park Mall LP250 & Midkiff Road Turn Lanes

DEMOLITION PLAN - EBFR

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	9 OF 52

PACKET
6.38
April 13, 2021



REVISIONS

NO.	DATE	DESCRIPTION

MIDLAND *Feel the Energy!*

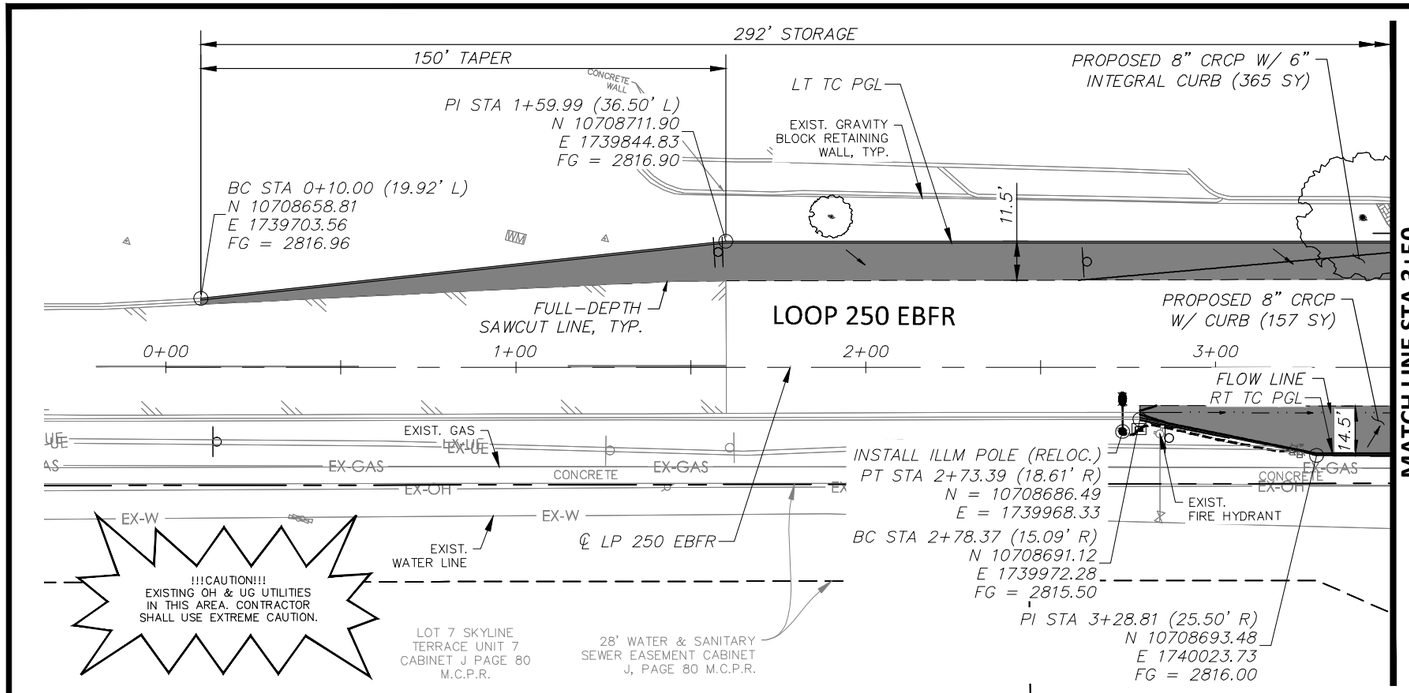
Midland Park Mall LP250 & Midkiff Road Turn Lanes

DEMOLITION PLAN - WBFR

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	10 OF 52

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

PACKET
6.39
April 13, 2021



20 0 20 40
GRAPHIC SCALE IN FEET
HORIZONTAL

2 0 2 4
GRAPHIC SCALE IN FEET
VERTICAL

REVISIONS		
NO.	DATE	DESCRIPTION

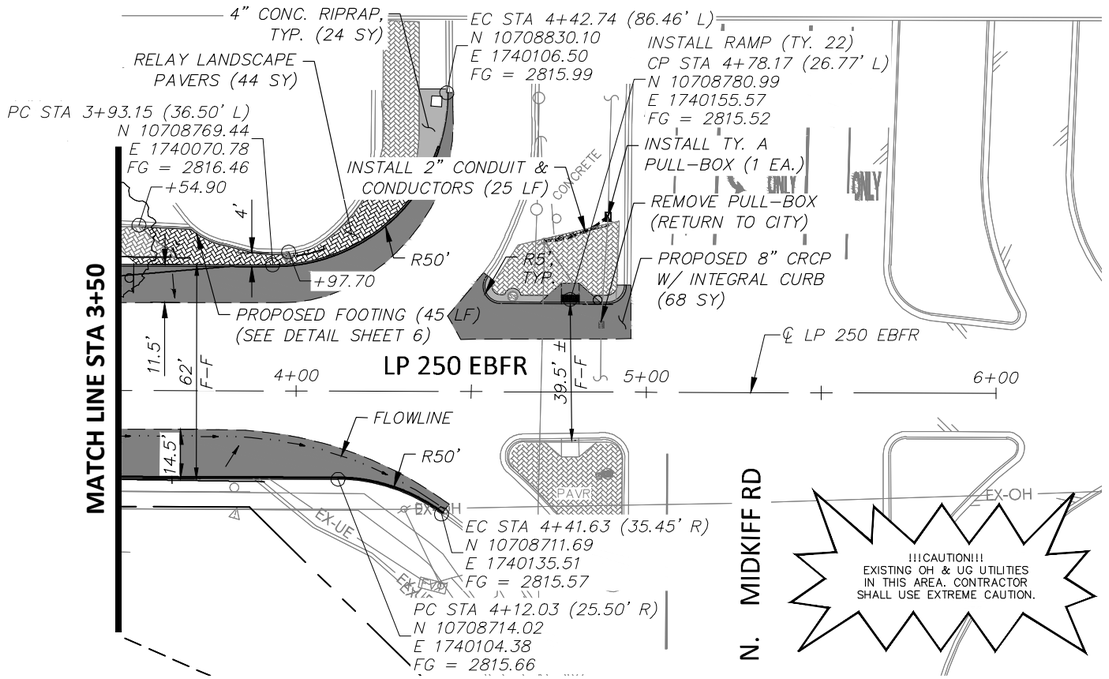
Midland Park Mall LP250 & Midkiff Road Turn Lanes

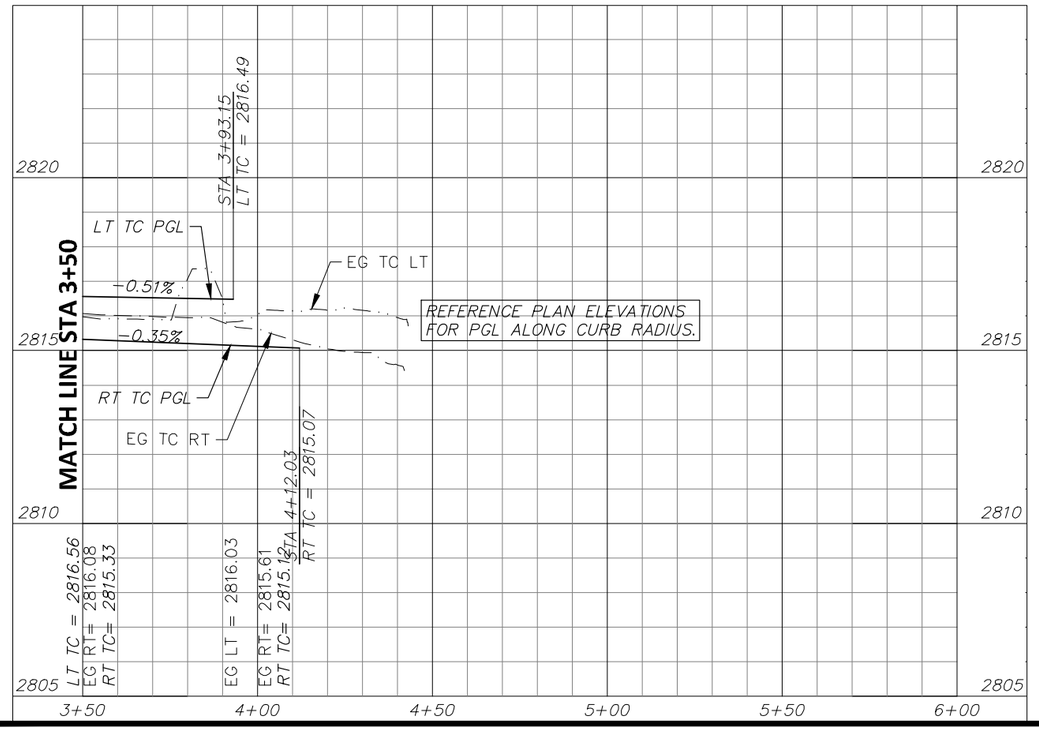
PLAN & PROFILE EBFR STA 0+00 TO STA 3+50

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED PROFESSIONAL ENGINEER

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	11 OF 52

PACKET
6.40
April 13, 2021



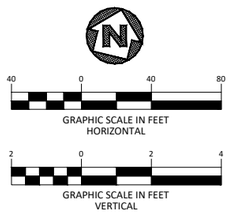


NOTE:

THE CONTRACTOR SHALL COORDINATE WITH CITY OF MIDLAND TRAFFIC SIGNALS (432-685-7928) PRIOR TO ANY WORK THAT WILL DISTURB THE EXISTING PULL BOXES OR CONDUIT

NOTE:

REFERENCE CSJ 1188-02-046 FOR EXISTING RETAINING WALLS, MEDIAN RIPRAP, AND CONCRETE BRICK PAVER DESIGN.



REVISIONS		
NO.	DATE	DESCRIPTION

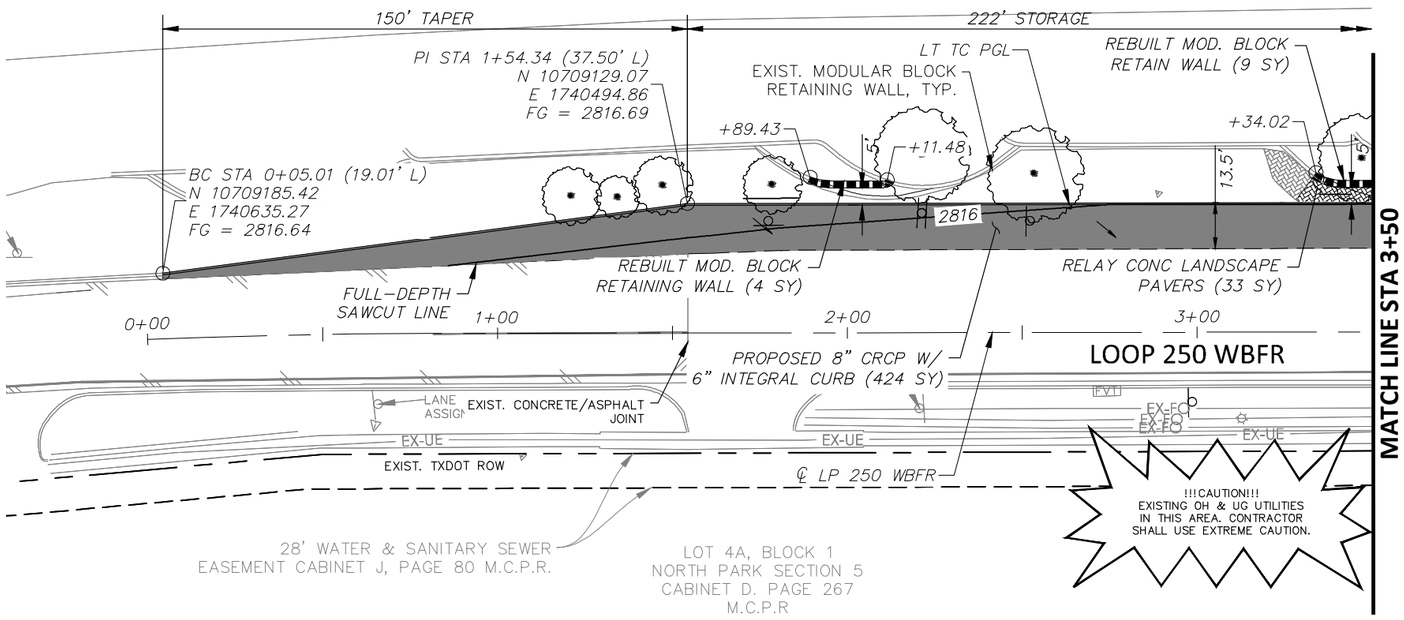
MIDLAND Feel the Energy!

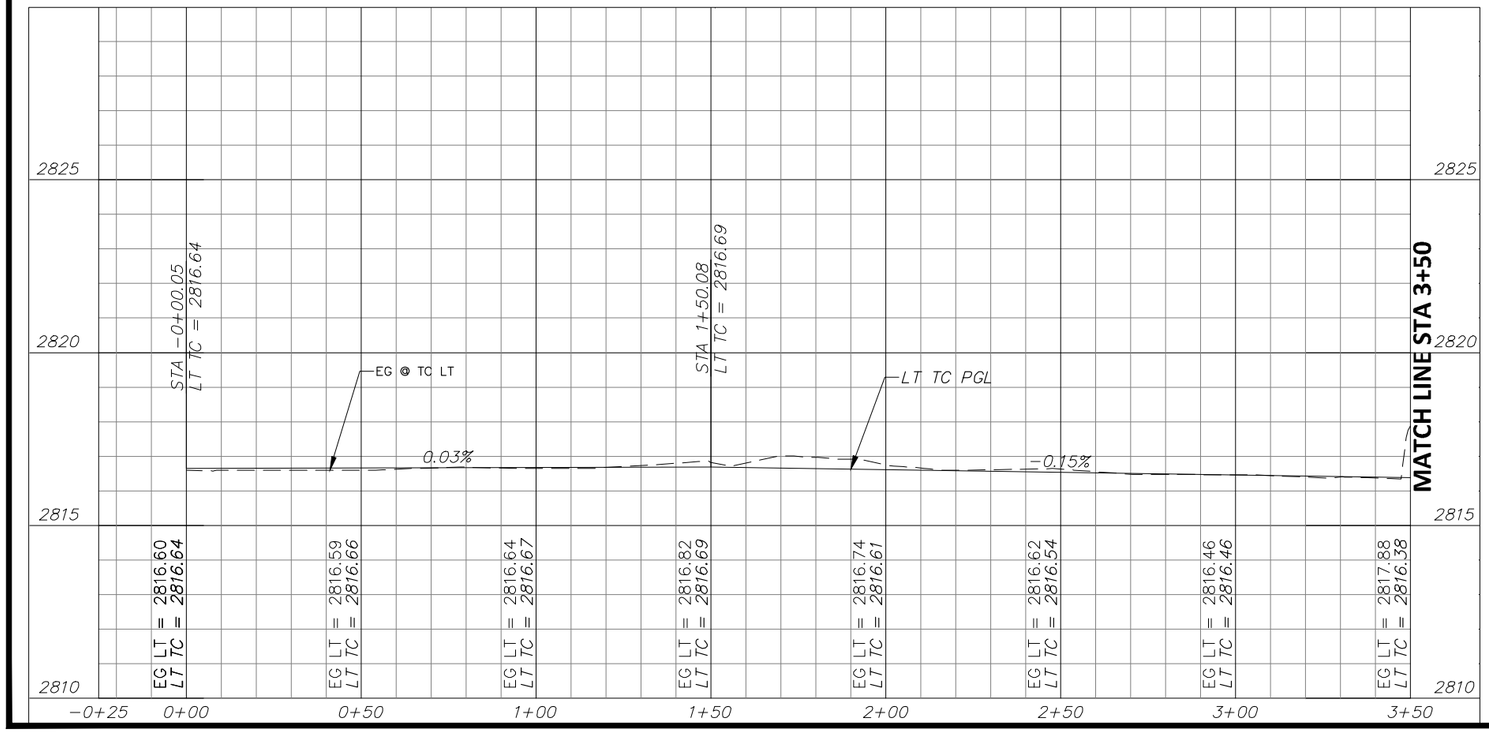
Midland Park Mall LP250 & Midkiff Road Turn Lanes

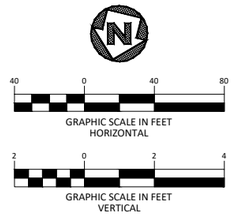
PLAN & PROFILE EBFR STA 3+50 TO END

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	12 OF 52









NOTE:

SEE CSJ 1188-02-046 FOR DETAILS AND REFERENCE ON EXISTING RETAINING WALLS, MEDIAN CONCRETE RIPRAP, AND CONCRETE BRICK PAVERS.

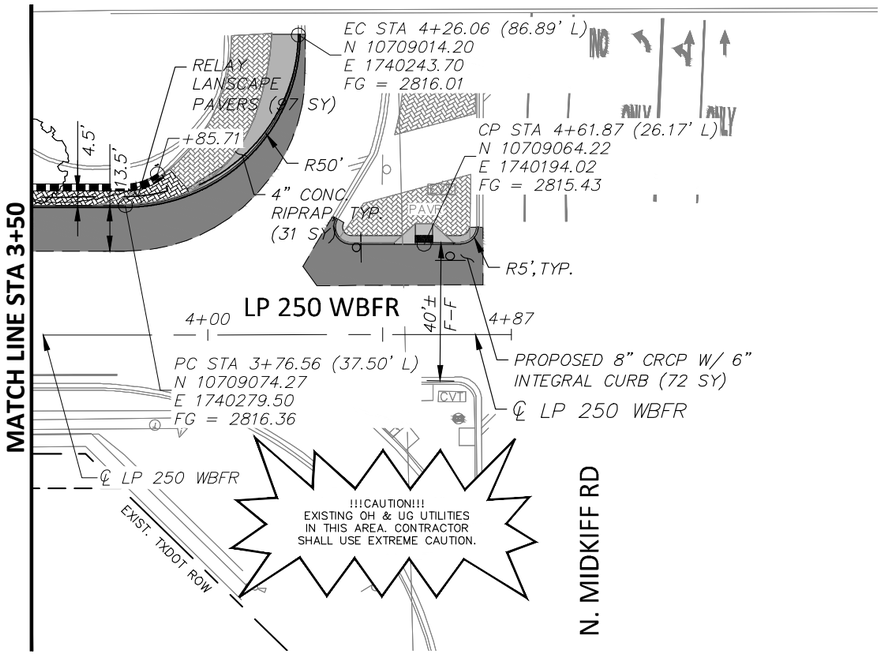


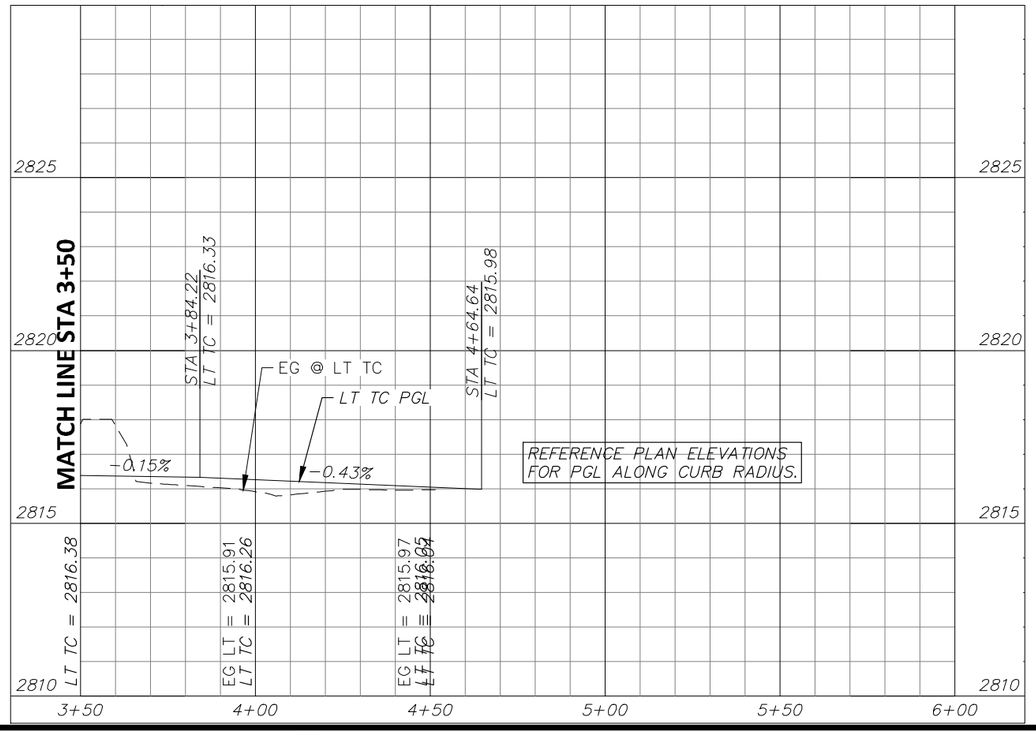
REVISIONS		
NO.	DATE	DESCRIPTION

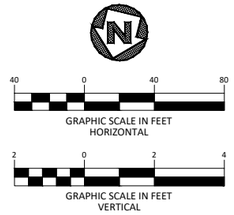
Midland Park Mall LP250 & Midkiff Road Turn Lanes

PLAN & PROFILE WBFR
STA 0+00 TO STA 3+50

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	13 OF 52







NOTE:

REFERENCE CSJ 1188-02-046 FOR EXISTING RETAINING WALLS, MEDIAN RIPRAP, AND CONCRETE BRICK PAVER DESIGN.

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE	DESCRIPTION

MIDLAND Feel the Energy!

Midland Park Mall LP250 & Midkiff Road Turn Lanes

PLAN & PROFILE WBFR STA 3+50 TO END

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020

SHEET: 14 OF 52

LOOP 250 MAIN LANES

STA 4+44.15 ~ LP 250 EBFR (-86.54 L)
N=10708830.53
E=1740107.85

GRAPHIC SCALE IN FEET
HORIZONTAL

INSTALL PAV. MARK TY I (W) ARROW, TYP (4 EA)
INSTALL PAV. MARK TY I (W) WORD (2 EA)
REINSTALL WRONG WAY SIGN PANEL & POST
INSTALL (R3-8 MOD) SIGN PANEL ON EXISTING POST
(R3-8 MOD) 60"X36"
INSTALL REFL PVMT MRK 4"-SLD-W (847 LF)
+10 (23.312 LT)
50' ± BEGIN STRIPE
INSTALL REFL PVMT MRK 4"-BRK-W (78 LF) RAISED MRKR TY II-C-R (4 EA)
INSTALL REFL PVMT MRK 4"-SLD-W (286 LF)
INSTALL PAV. MARK TY I (W) ARROW, TYP. (5 EA)
REINSTALL DO NOT ENTER SIGN PANEL & POST
INSTALL PAV. MARK TY I (W) WORD (2 EA)
INSTALL REFL PVMT MRK 8"-SLD-W (310 LF) RAISED MRKR TY II-C-R (16 EA)
INSTALL REFL PVMT MRK 8"-SLD-W (310 LF) RAISED MRKR TY II-C-R (16 EA)
REINSTALL CLEARANCE SIGN & POST
INSTALL REFL PVMT MRK 24"-SLD-W (24 LF)
REINSTALL ONE WAY SIGN & POST
N. MIDKIFF RD
ONLY
6.5'
1.5'
1'
11'
12'
12'
12'
2.5'
12'
1'
-0+00
1+00
2+00
3+00
4+00
5+00
LOOP 250 EBFR
+58 (12.000 RT)
RESTAURANT GUIDE SIGN
WRONG WAY
EXISTING TXDOT ROW
+60 (12.000 RT)
REINSTALL DO NOT ENTER SIGN & POST, INSTALL (R3-5R) SIGN PANEL
(R3-5R) 30"X36"
STA 3+57.67
INSTALL REFL PVMT MRK 8"-SLD-W (112 LF) RAISED MRKR TY I-C (6 EA)
LP 250 EBFR ℄
+42 (34.131 RT)
INSTALL REFL PVMT MRK 24"-SLD-W (36 LF)

LOT 7
SKYLINE TERRACE UNIT 7
CABINET J, PAGE 80
M.C.P.R

LOT 3
SKYLINE TERRACE UNIT 7
CABINET J, PAGE 80
M.C.P.R

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE	DESCRIPTION

MIDLAND Feel the Energy!

Midland Park Mall LP250 & Midkiff Road Turn Lanes

SIGNS & PAVEMENT MARKINGS EBFR

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	15 OF 52

LOOP 250 MAIN LANES

INSTALL REFL PVMT
MRK 8"-SLD-W (300 LF)
RAISED MRKR TY II-C-R (15 EA)

INSTALL PAV. MARK
TY I (W) ARROW, TYP. (4 EA)

INSTALL PAV. MARK
TY I (W) WORD, TYP. (2 EA)

INSTALL PAV. MARK
TY I (W) ARROW, TYP. (4 EA)

INSTALL REFL PVMT
MRK 4"-SLD-W (455 LF)

INSTALL REFL PVMT
MRK 24"-SLD-W
(24 LF)

REINSTALL CLEARANCE
WARNING SIGN PANEL &
POST, REINSTALL DO
NOT ENTER SIGN PANEL

REINSTALL ONE WAY
SIGN PANEL & POST

REINSTALL DO NOT
ENTER SIGN PANEL &
POST

INSTALL PAV. MARK
TY I (W) WORD (2 EA)

30' ± BEGIN STRIPE

+06 (21.989 LT)

0+00

1+00

2+00

3+00

4+00

4+87

LOOP 250 WBFR

ONLY

12'

12'

12'

5'

3.5'

EXISTING TXDOT R.O.W.

INSTALL (R3-8 MOD)
SIGN PANEL ON
EXISTING POST

ONLY ONLY

(R3-8 MOD)
60"X36"

INSTALL REFL PVMT
MRK 8"-SLD-W (300 LF)
RAISED MRKR TY II-C-R (15 EA)

LP 250 WBFR ℄

INSTALL REFL PVMT
MRK 4"-BRK-W (75 LF)
RAISED MRKR TY II-C-R (4 EA)

INSTALL REFL PVMT
MRK 4"-SLD-W (282 LF)

+31 (36.078 RT)

INSTALL REFL PVMT
MRK 4"-SLD-W (14 LF)

INSTALL REFL PVMT
MRK 24"-SLD-W (36 LF)

LOT 4A, BLOCK 1
NORTH PARK SECTION 5
CABINET D, PAGE 267
M.C.P.R

N

20 0 20 40
GRAPHIC SCALE IN FEET
HORIZONTAL

N. MIDKIFF RD

REVISIONS

NO.	DATE	DESCRIPTION

Midland Park Mall LP250 & Midkiff Road Turn Lanes

SIGNS & PAVEMENT MARKINGS WBFR

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	16 OF 52

PACKET
6.45
April 13, 2021

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP)is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets", the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

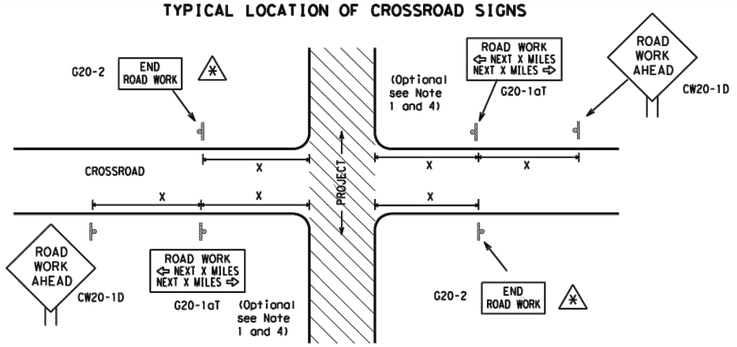
BC(1)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
4-03 5-10	DIST	COUNTY		SHEET NO.
9-07 7-13				17

95

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

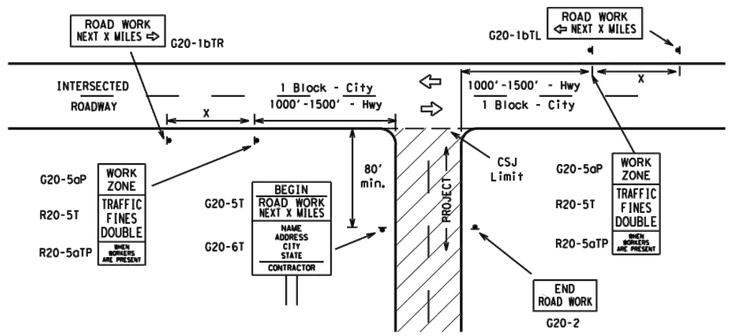
TYPICAL LOCATION OF CROSSROAD SIGNS



* May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING [1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Spacing "X" △
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
*	*[3]

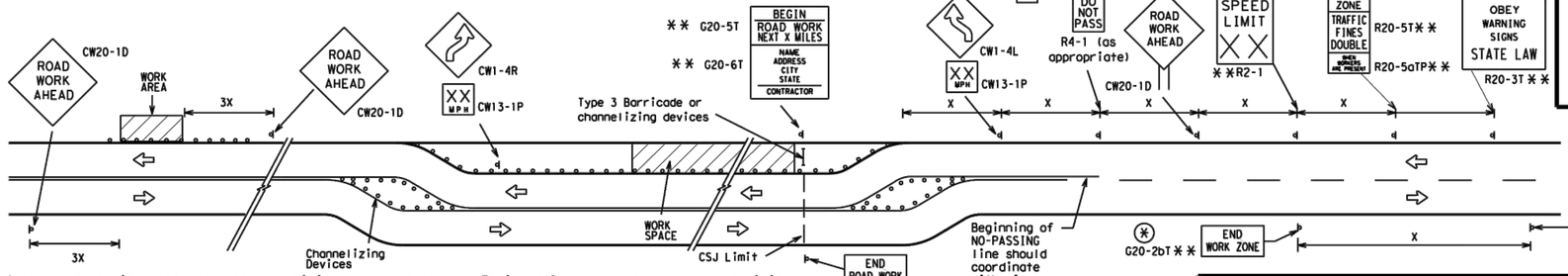
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

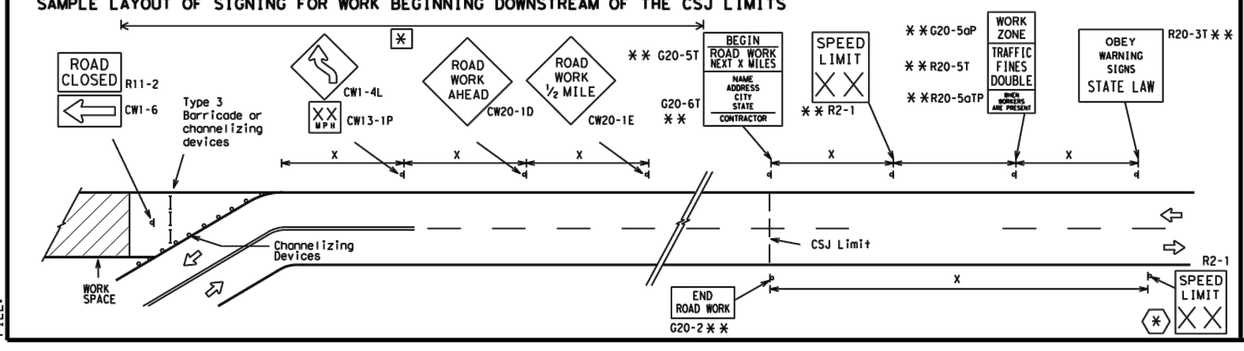
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

(*) The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

** Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

[*] Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

(*) Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND

⊢⊣	Type 3 Barricade
○ ○ ○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 7-13	DIST	COUNTY		SHEET NO. 18

DATE:
FILE:

96

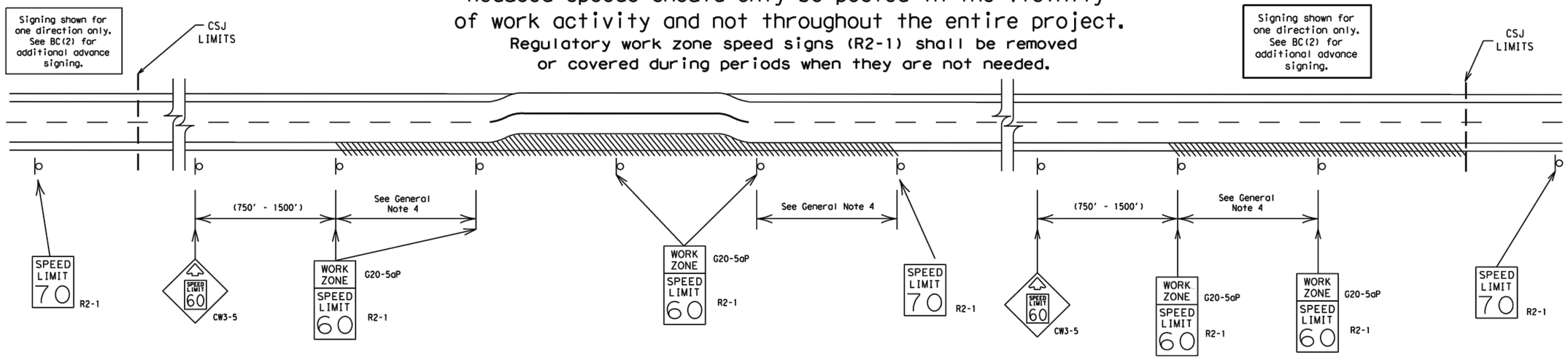
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the"ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1)signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07	DIST	COUNTY		SHEET NO.
7-13				19

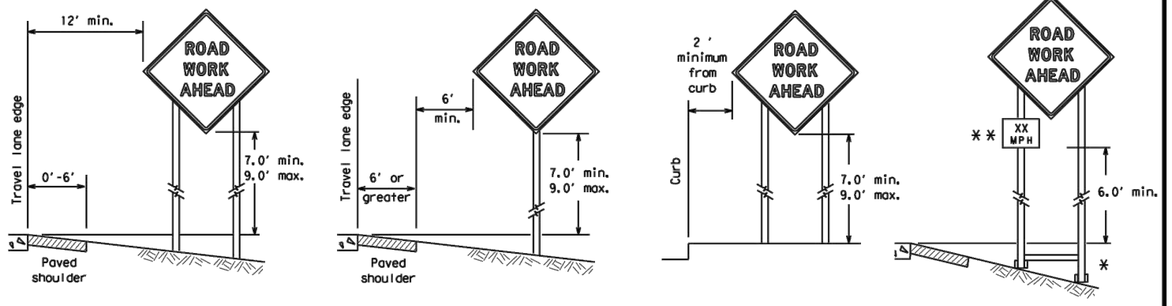
97

DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

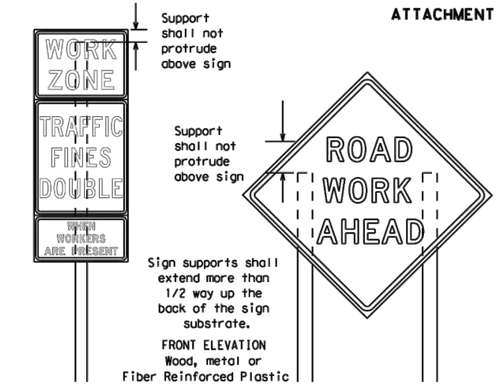
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



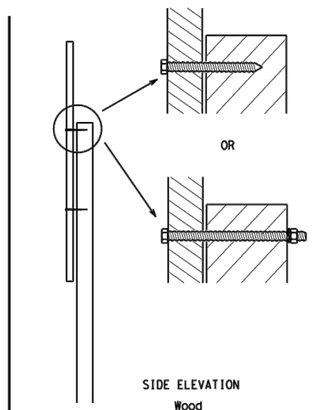
* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

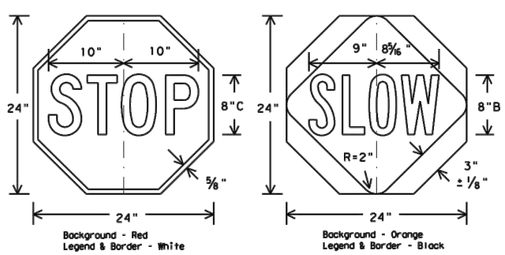


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation | Traffic Operations Division Standard

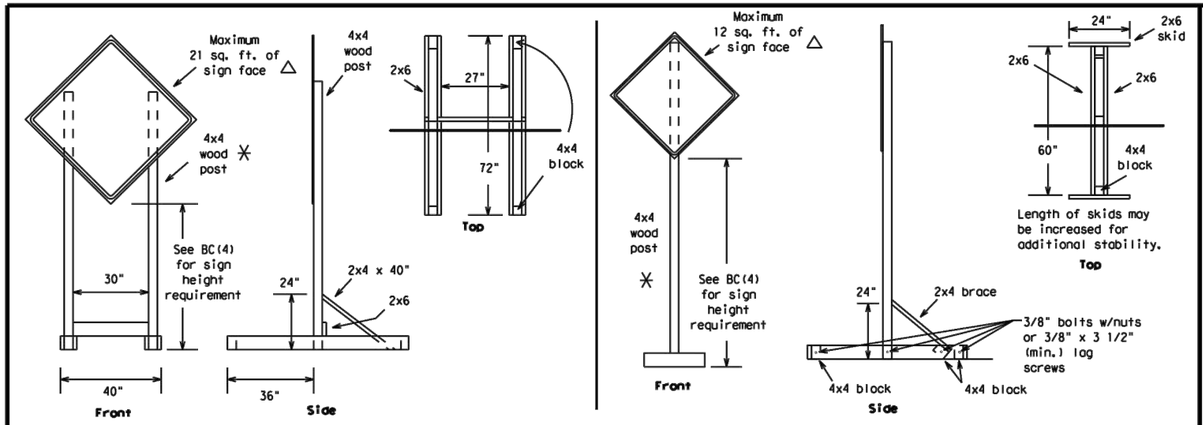
BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07	DIST	COUNTY		SHEET NO.
7-13				20

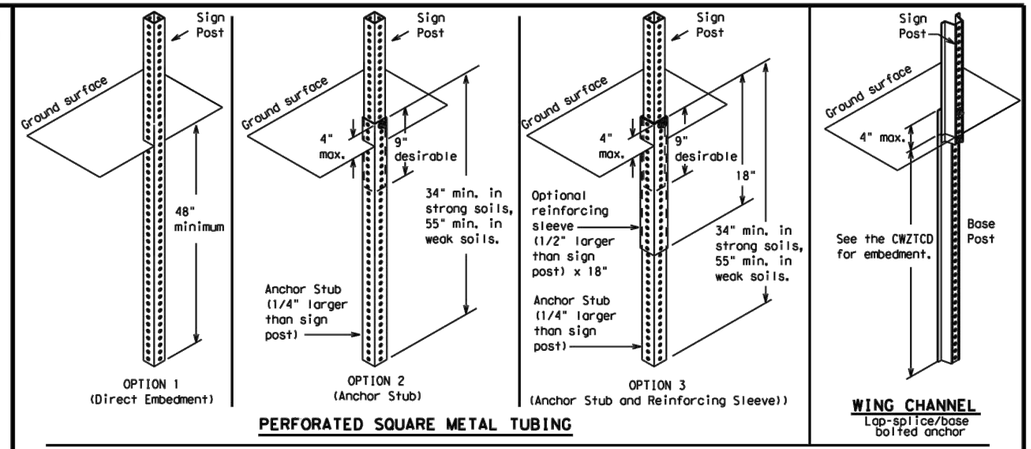
98

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



SKID MOUNTED WOOD SIGN SUPPORTS

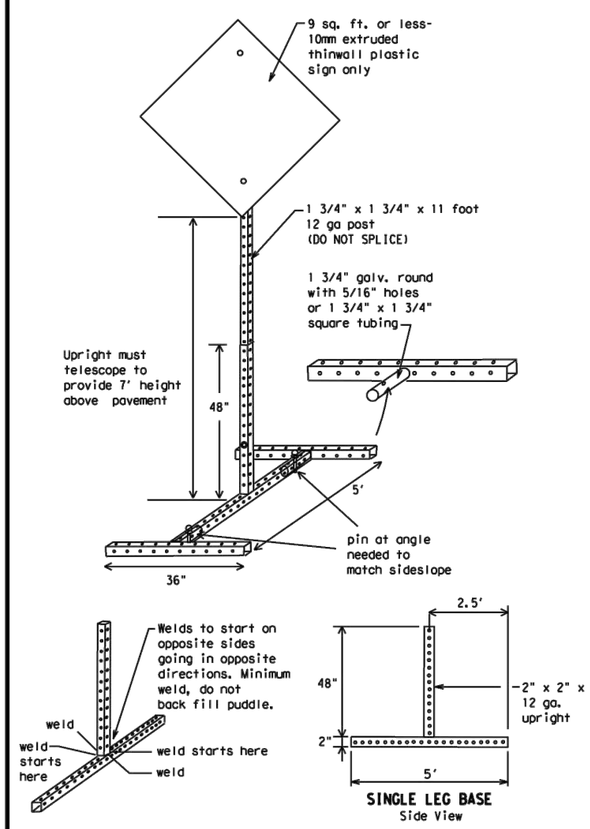
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

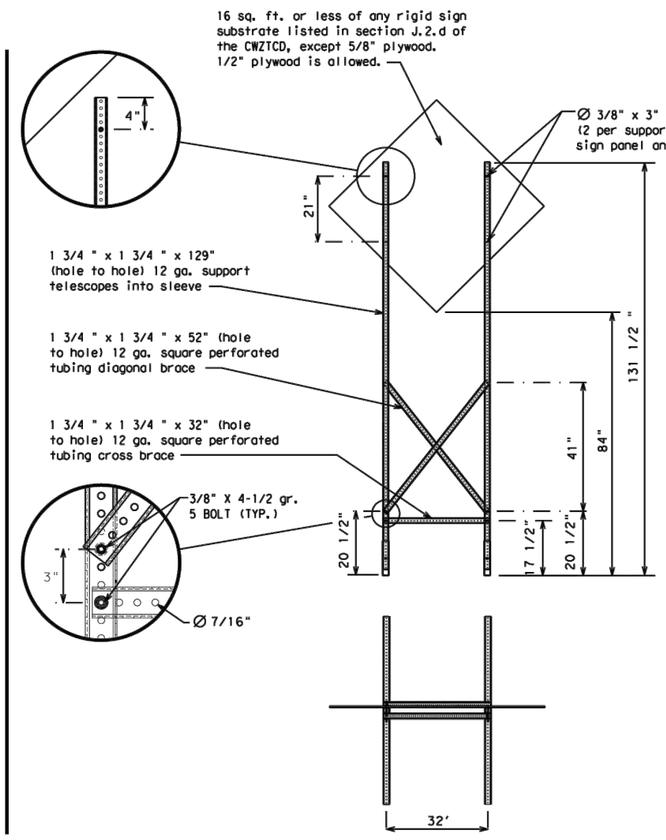


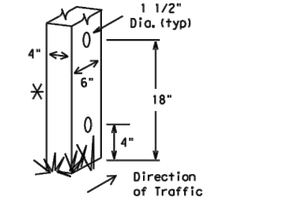
PERFORATED SQUARE METAL TUBING

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

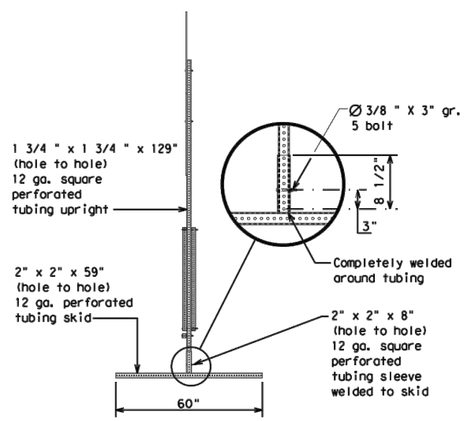






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✳ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 7-13	DIST	COUNTY		SHEET NO. 21

99

SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-13

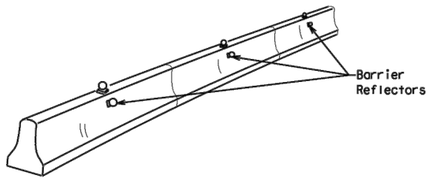
FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 7-13	DIST	COUNTY		SHEET NO. 22

100

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

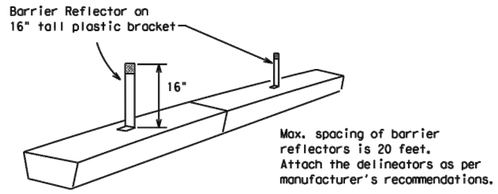
DATE:
FILE:

1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

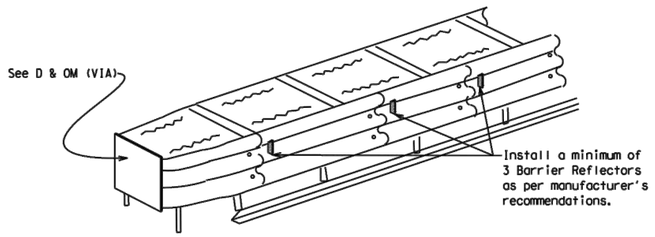


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

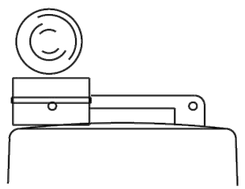


DELINEATION OF END TREATMENTS

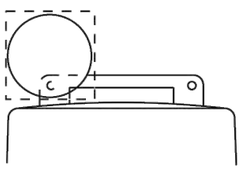
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

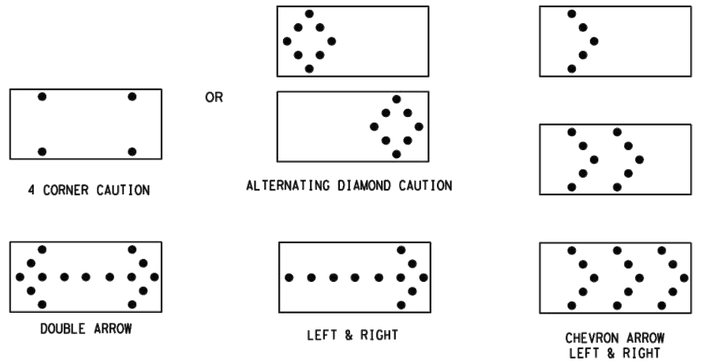
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

SHEET 7 OF 12

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07	DIST	COUNTY		SHEET NO.
7-13				23

101

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

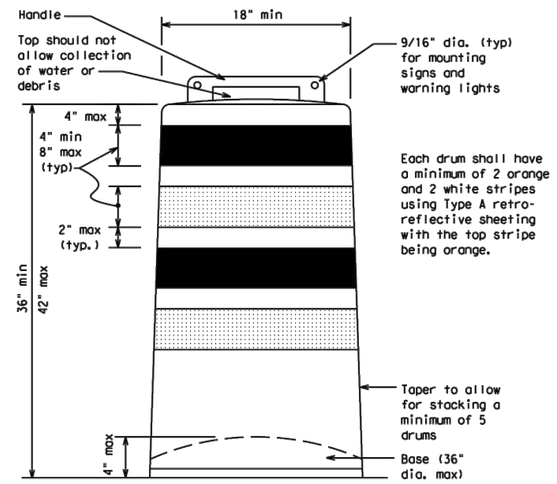
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

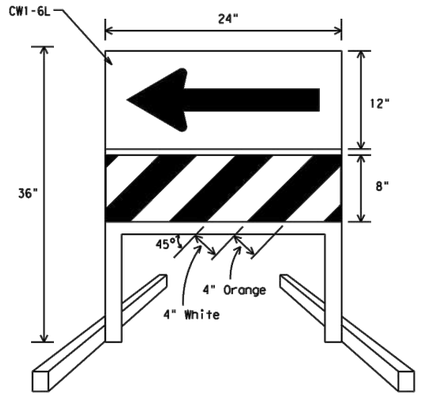
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.

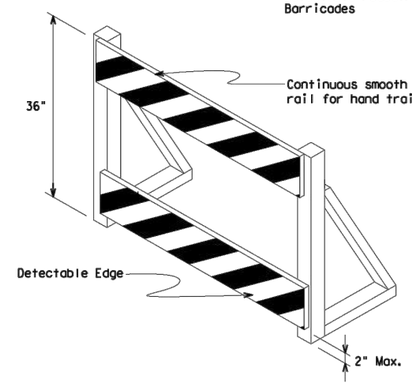




DIRECTION INDICATOR BARRICADE

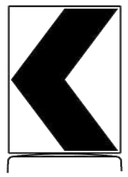
1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B_{FL} or Type C_{FL} Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.

This detail is not intended for fabrication. See note 3 and the CWZTCD list for providers of approved Detectable Pedestrian Barricades

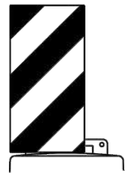


DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

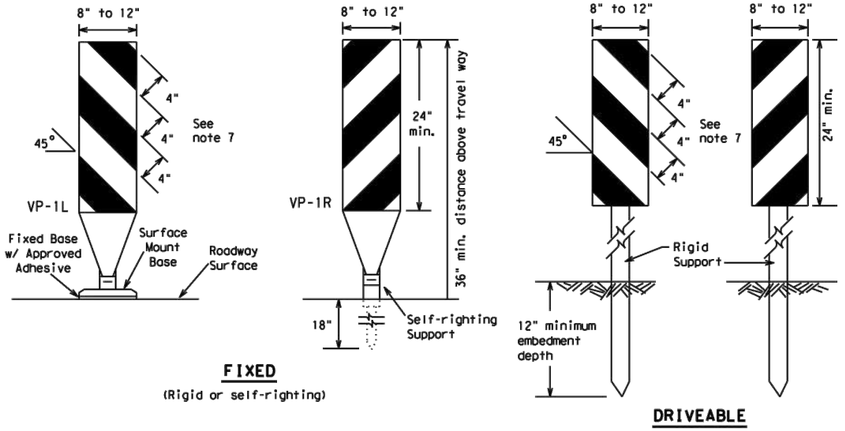
BC(8)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
4-03 7-13	DIST	COUNTY		SHEET NO.
9-07				24

102

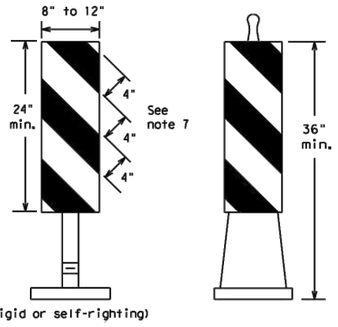
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



FIXED
(Rigid or self-righting)

DRIVEABLE

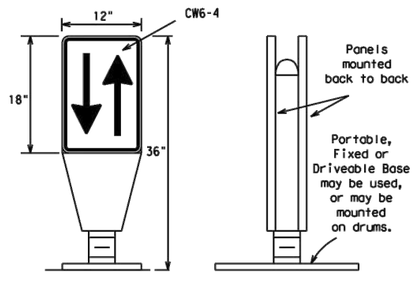


(Rigid or self-righting)

PORTABLE

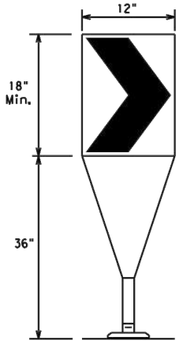
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



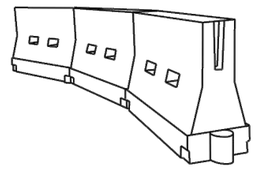
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L=WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 7-13	DIST	COUNTY		SHEET NO. 25

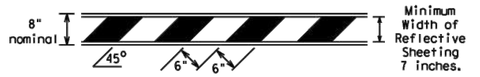
103

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

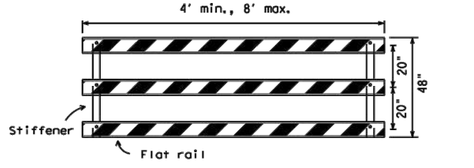
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



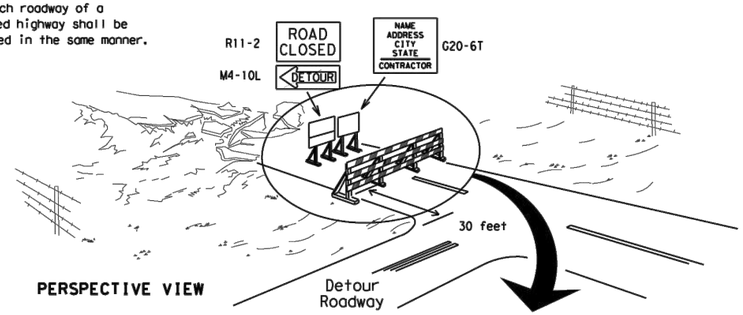
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

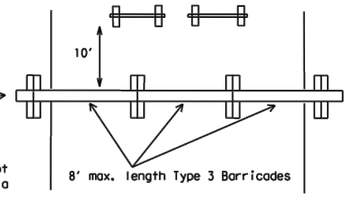
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

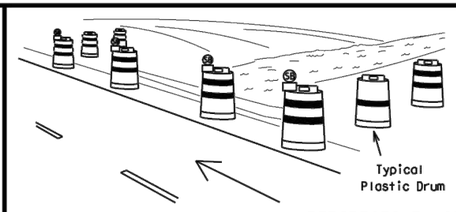
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

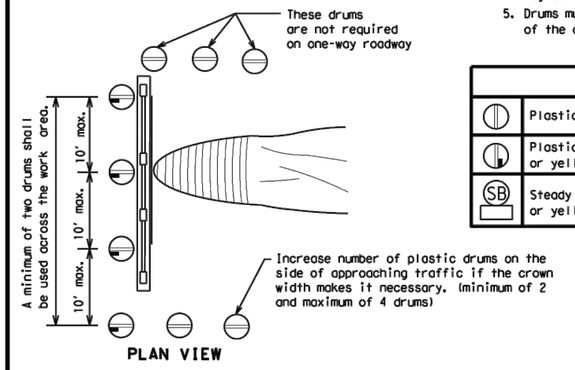
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

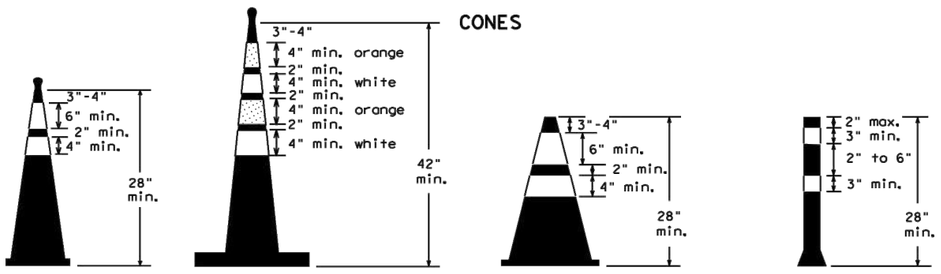
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

PLAN VIEW

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

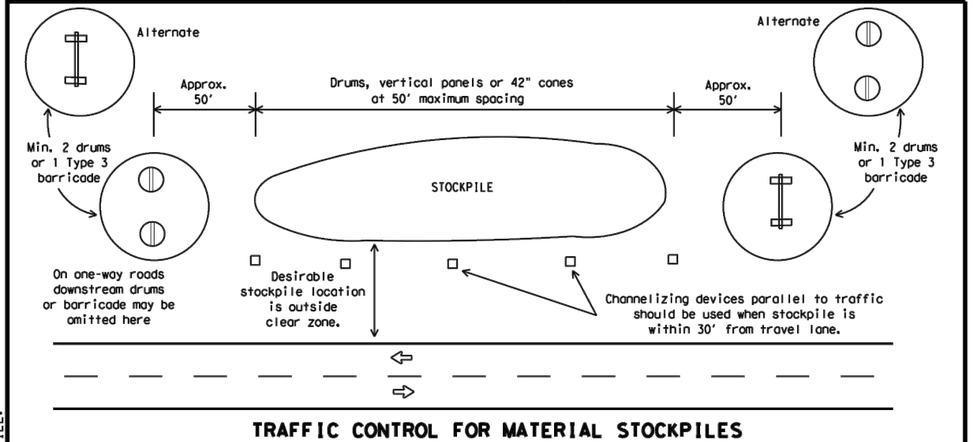


Two-Piece cones | One-Piece cones | Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

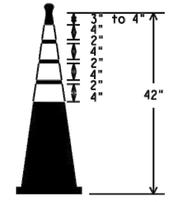
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 7-13	DIST	COUNTY		SHEET NO. 26

104

DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

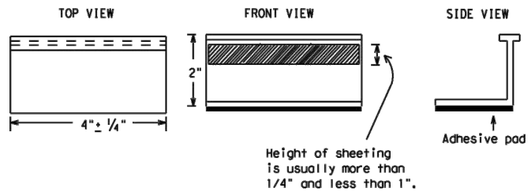
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-13

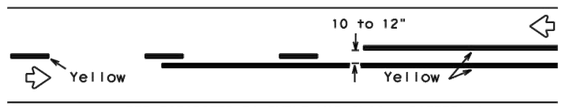
FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-98 11-02 7-13	DIST	COUNTY		SHEET NO.
1-02 9-07				27

105

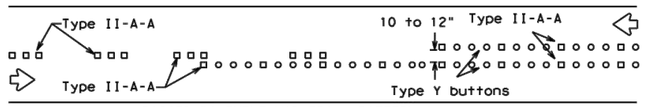
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

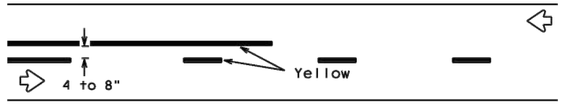
PAVEMENT MARKING PATTERNS



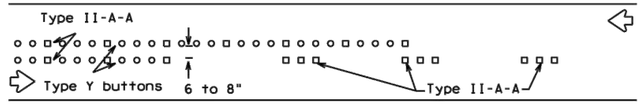
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



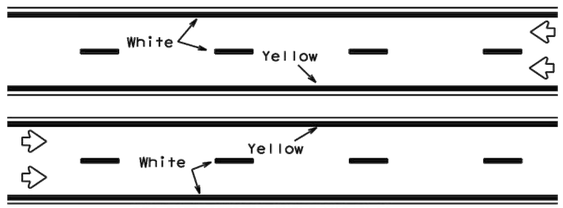
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



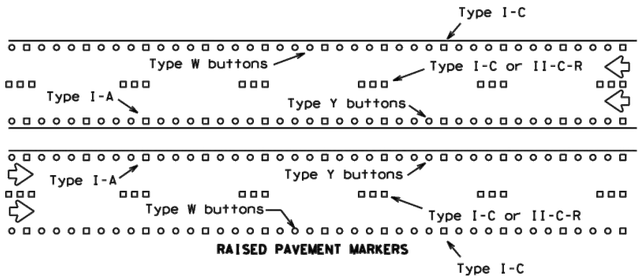
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer.
Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



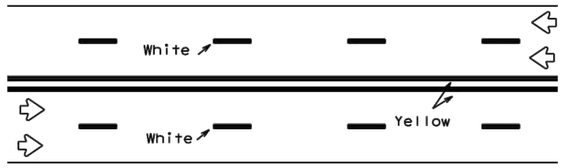
REFLECTORIZED PAVEMENT MARKINGS



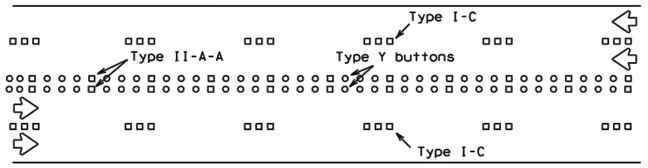
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



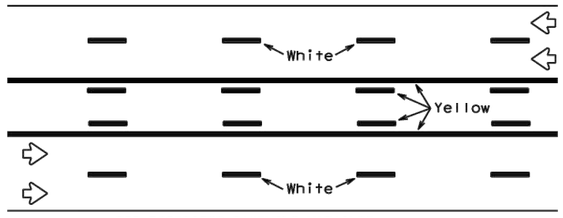
REFLECTORIZED PAVEMENT MARKINGS



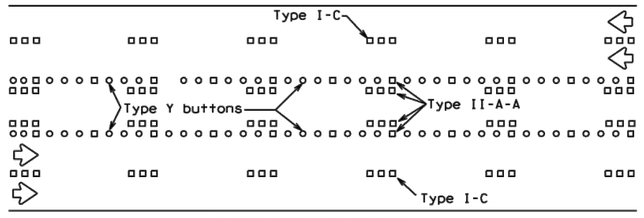
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS

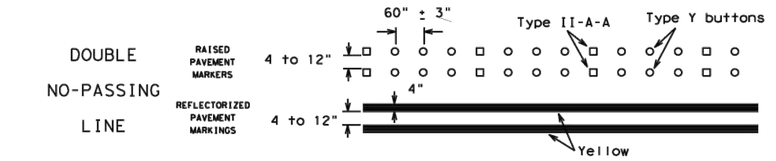


RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

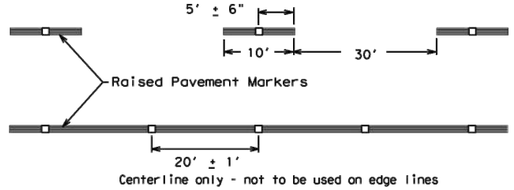
TWO-WAY LEFT TURN LANE

STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

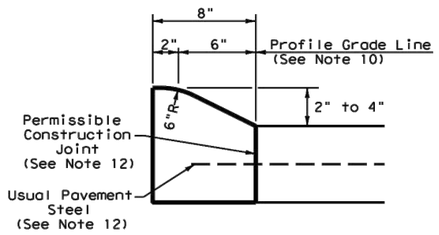
BC(12)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS				
1-97 11-02 7-13	DIST	COUNTY		SHEET NO.
2-98 9-07				28

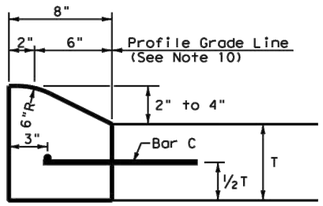
106

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

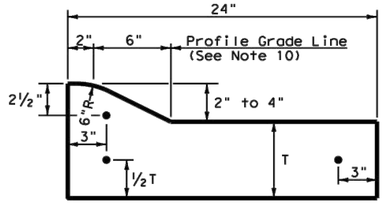
DATE:
FILE:



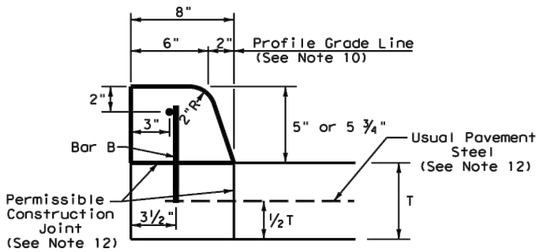
TYPE I CURB (MONOLITHIC)
2" - 4" HEIGHT



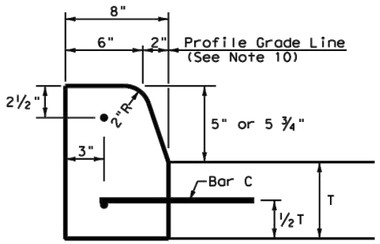
TYPE I CURB
2" - 4" HEIGHT



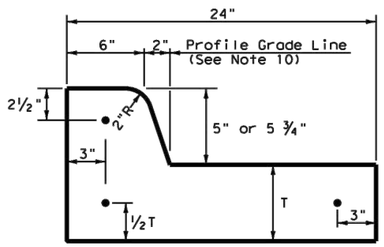
TYPE I CURB AND GUTTER
2" - 4" HEIGHT



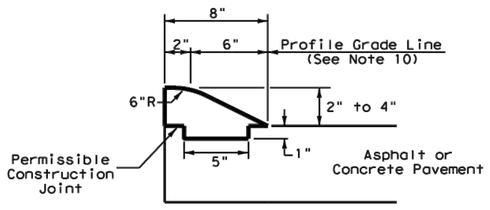
TYPE II CURB (MONOLITHIC)
5" - 5 ¾" HEIGHT



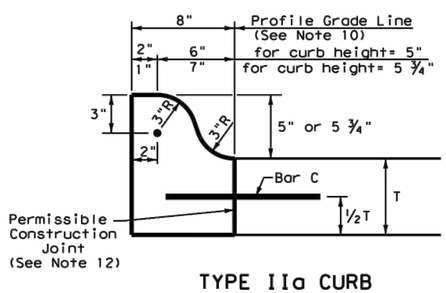
TYPE II CURB
5" - 5 ¾" HEIGHT



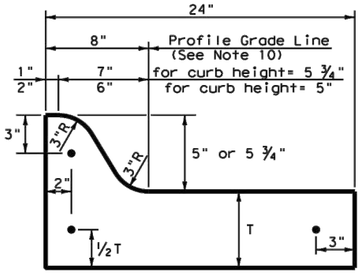
TYPE II CURB AND GUTTER
5" - 5 ¾" HEIGHT



TYPE III CURB (KEYED)
2" - 4" HEIGHT



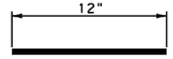
TYPE IIa CURB
5" - 5 ¾" HEIGHT



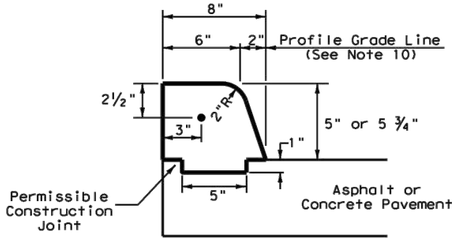
TYPE IIa CURB AND GUTTER
5" - 5 ¾" HEIGHT



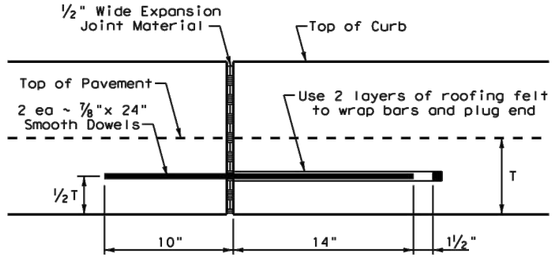
BAR B



BAR C

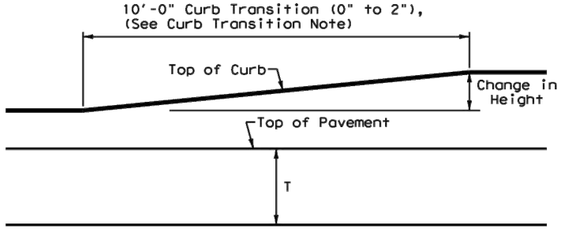


TYPE IV CURB (KEYED)
5" - 5 ¾" HEIGHT



EXPANSION JOINT DETAIL

Curb Transition Note:
Field conditions may require a longer or shorter transition, and shall be shown elsewhere in the plans, or as directed by the Engineer.



CURB TRANSITION
Note: To be paid for as Highest Curb

General Notes

1. All materials and construction shall be in accordance with Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter."
2. Concrete shall be Class A.
3. When reinforcing bars are used, they shall be No. 4 unless otherwise shown. The use of synthetic fiber in lieu of steel reinforcing is acceptable, provided the fiber producer is on the Department Producer List (MPL), maintained by TxDOT, Construction Division.
4. Round exposed sharp edges with a rounding tool, to a minimum radius of ¼inch.
5. All existing curbs and driveways to be removed shall be sawed or removed at existing joints.
6. Where concrete curb is placed on existing concrete pavement, the pavement shall be drilled and the reinforcing bars grouted in place.
7. Expansion and contraction joints shall be constructed to match pavement joints in all curbs and curb and gutter adjacent to jointed concrete pavement. Where placement of curb or curb and gutter is not adjacent to concrete pavement, expansion joints shall be provided at structures, curb returns at streets, and at locations directed by The Engineer.
8. Vertical and horizontal dowel bars and transverse reinforcing bars shall be placed at four feet C-C.
9. Dimension 'T' shown is the thickness of concrete pavement. When curb is installed adjacent to flexible pavement dimension 'T' is 8" maximum.
10. Usual profile grade line. Refer to typical sections and plan-profile sheets for exact locations.
11. One-half inch expansion joint material shall be provided where curb or curb and gutter is adjacent to sidewalk or riprap.
12. When vertical permissible construction joints are used, resulting in a longitudinal construction joint in the pavement, the longitudinal pavement steel shall be placed in accordance with pavement details shown elsewhere in the plans for longitudinal construction joints. Reinforcing steel for curb section shall then conform to that required for concrete curb.

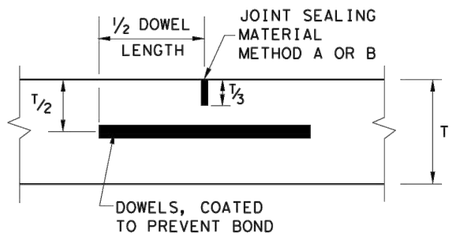
Texas Department of Transportation — Design Division Standard

CONCRETE CURB AND CURB AND GUTTER

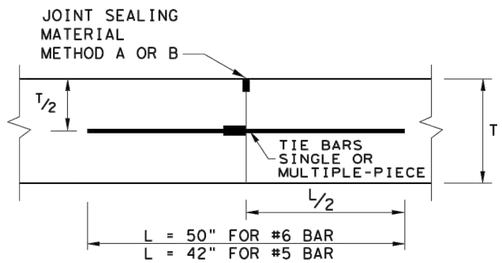
CCCG-12

FILE: cccg12.dgn	DN: TxDOT	CK: AM	DW: VP	CK: VP	
©TxDOT: 1995	CONT	SECT	JOB	HIGHWAY	
REVISIONS UPDATED 2012 - VP					
	DIST	COUNTY		SHEET NO.	
				29	

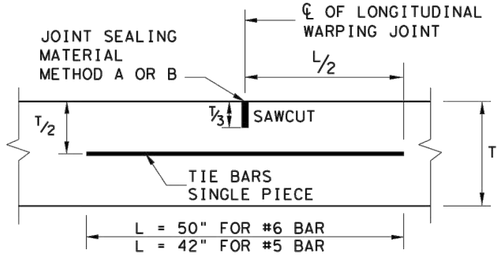
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



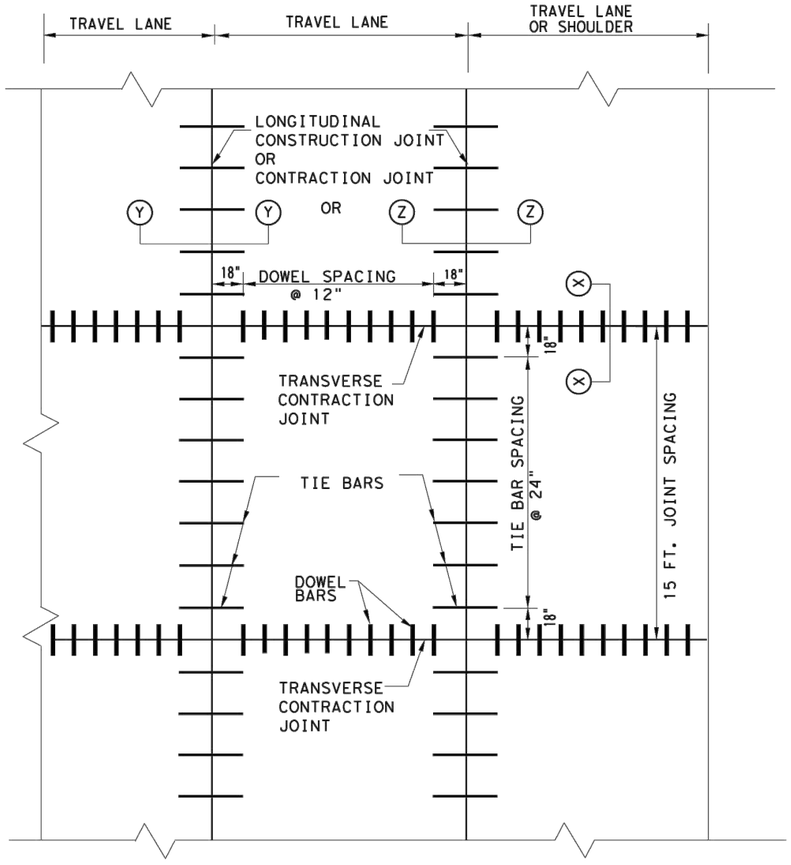
TRANSVERSE CONTRACTION JOINT
SECTION X-X



LONGITUDINAL CONSTRUCTION JOINT
SECTION Y-Y



LONGITUDINAL CONTRACTION JOINT
SECTION Z-Z



TYPICAL PAVEMENT LAYOUT
PLAN VIEW (NOT TO SCALE)

GENERAL NOTES

1. DETAILS FOR PAVEMENT WIDTH, PAVEMENT THICKNESS AND THE CROWN CROSS-SLOPE SHALL BE SHOWN ELSEWHERE IN THE PLANS. PAVEMENTS WIDER THAN 100 FT. WITHOUT A FREE LONGITUDINAL JOINT ARE NOT COVERED BY THIS STANDARD.
2. FOR FURTHER INFORMATION REGARDING THE PLACEMENT OF CONCRETE AND LOAD TRANSFER DEVICES REFER TO THE GOVERNING SPECIFICATION FOR "CONCRETE PAVEMENT".
3. THE SPACING BETWEEN TRANSVERSE CONTRACTION JOINTS SHALL BE 15 FT. UNLESS OTHERWISE SHOWN IN THE PLANS.
4. TRANSVERSE CONSTRUCTION JOINTS MAY BE FORMED BY USE OF METAL OR WOOD FORMS EQUAL IN DEPTH TO THE DEPTH OF PAVEMENT, OR BY METHODS APPROVED BY THE ENGINEER.
5. USE HAND-OPERATED IMMERSION VIBRATORS TO CONSOLIDATE THE CONCRETE ADJACENT TO ALL THE FORMED JOINTS.
6. PAVEMENT WIDTHS OF MORE THAN 15 FT. SHALL HAVE A LONGITUDINAL JOINT (SECTION Z-Z OR SECTION Y-Y). THESE JOINTS SHALL BE LOCATED WITHIN 6 IN. OF THE LANE LINE UNLESS THE JOINT LOCATION IS SHOWN ELSEWHERE ON THE PLANS.
7. THE JOINT BETWEEN OUTSIDE LANE AND SHOULDER SHALL BE A LONGITUDINAL CONTRACTION JOINT (SECTION Z-Z) UNLESS OTHERWISE SHOWN IN THE PLANS. THE SAW CUT DEPTH FOR THE LONGITUDIANL CONTRACTION JOINT (SECTION Z-Z) SHALL BE ONE THIRD OF THE SLABTHICKNESS (T/3).
8. WHEN TYING CONCRETE GUTTER AT A LONGITUDINAL JOINT, THE TIE BAR LENGTH OR POSITION MAY BE ADJUSTED. PROVIDE 3 IN. OF CONCRETE COVER FROM THE BACK OF GUTTER TO THE END OF TIE BAR.
9. REPLACE MISSING OR DAMAGED TIE BARS WITHOUT ADDITIONAL COMPENSATION BY DRILLING MIN. 10 IN. DEEP AND GROUTING TIE BARS WITH TYPE III, CLASS C EPOXY. MEET THE PULL-OUT TEST REQUIREMENTS IN ITEM 361.
10. WHEN AN MONOLITHIIC CURB IS SPECIFIED, THE JOINT IN THE CURB SHALL COINCIDE WITH PAVEMENT JOINTS AND MAY BE FORMED BY ANY MEANS APPROVED BY THE ENGINEER.
11. DOWEL BAR PLACEMENT TOLERANCE SHALL BE +/- 1/4 IN. HORIZONTALLY AND VERTICALLY UNLESS OTHERWISE SPECIFIED. WHERE DOWEL BAR BASKETS ARE USED, REMOVE THE SHIPPING WIRES.
12. THE DETAIL FOR JOINT SEALANT AND RESERVOIR IS SHOWN ON STANDARD SHEET "CONCRETE PAVING DETAILS, JOINT SEALS."

TABLE NO. 1 DOWELS (SMOOTH BARS)		
SLAB THICKNESS T (IN.)	BAR DIA. AND LENGTH	AVERAGE SPACING (IN.)
6 to 7.5	1" X 18"	12
8 to 10	1 1/4" X 18"	12
>= 10.5	1 1/2" X 18"	12

TABLE NO. 2 TIE BARS (DEFORMED BARS)		
SLAB THICKNESS T (IN.)	BAR SIZE	AVERAGE SPACING (IN.)
6 to 7.5	#5	24
>= 8	#6	24

SHEET 1 OF 2

Texas Department of Transportation | Design Division Standard

CONCRETE PAVEMENT DETAILS
CONTRACTION DESIGN
T-6 to 12 INCHES

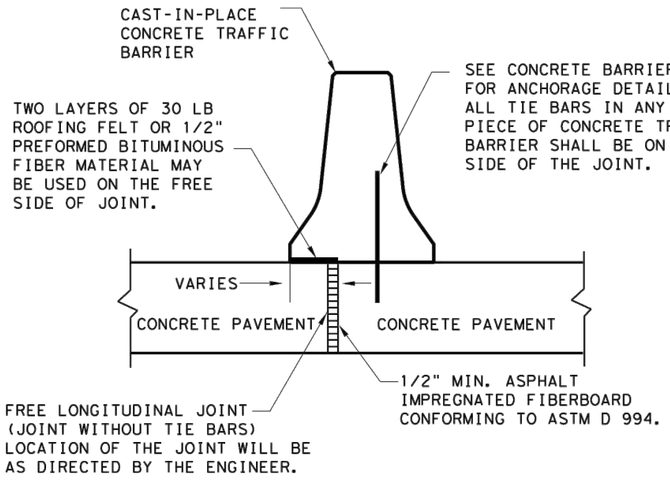
CPCD-14

FILE: cpcd14.dgn	DN: TxDOT	DN: HC	DW: HC	CK: AN
©TxDOT: DECEMBER 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				30

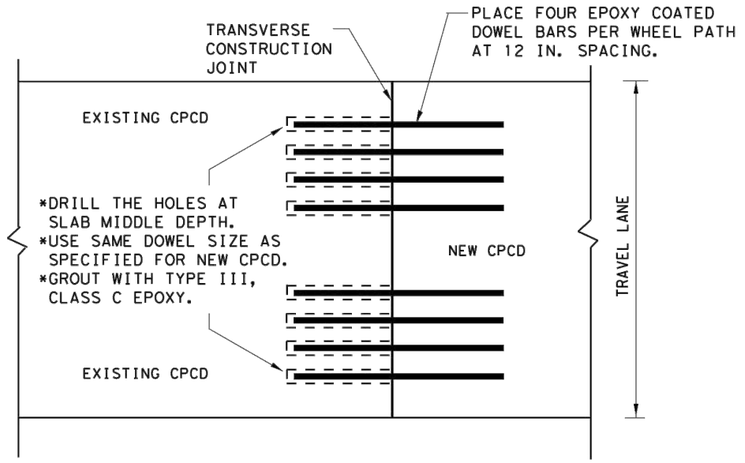
DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



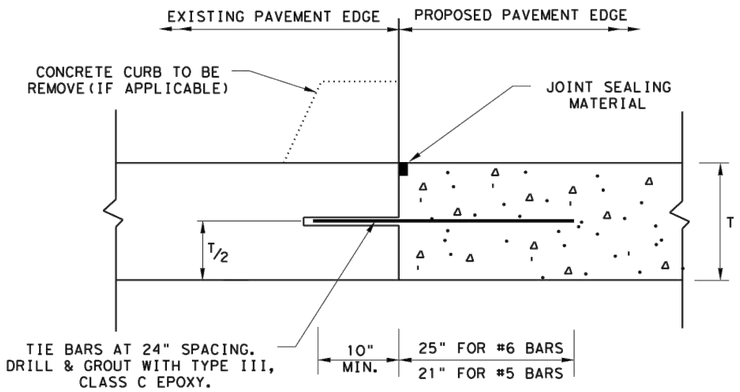
FREE LONGITUDINAL JOINT DETAIL



TRANSVERSE JOINT DETAIL

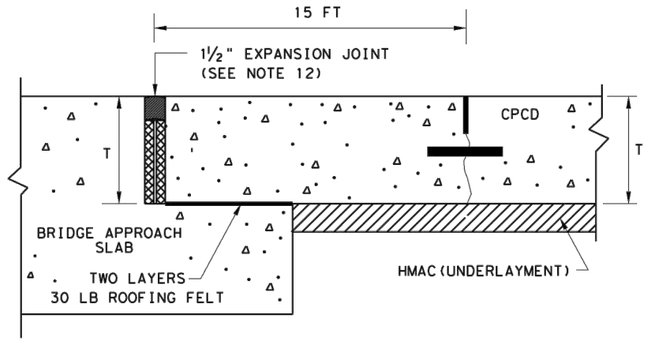
EXISTING CPCD TO NEW CPCD

PLAN VIEW (NOT TO SCALE)



1. BEFORE WIDENING WORK, DEMONSTRATE THAT THE BOND STRENGTH OF THE EPOXY-GROUTED TIE BARS MEETS THE REQUIREMENTS OF PULL-OUT TEST SPECIFIED IN ITEM 361.
2. SPACE TIE BARS AT 24" SPACING. USE #6 BARS FOR 8" AND THICKER SLABS, USE #5 BARS FOR LESS THAN 8" THICK SLABS.
3. THE TRANSVERSE JOINTS OF PROPOSED PAVEMENT SHALL COINCIDE WITH EXISTING PAVEMENT JOINTS UNLESS OTHERWISE SHOWN ON THE PLANS.

LONGITUDINAL WIDENING JOINT DETAIL



TRANSVERSE EXPANSION JOINT DETAIL

AT BRIDGE APPROACH

SHEET 2 OF 2

Texas Department of Transportation | Design Division Standard

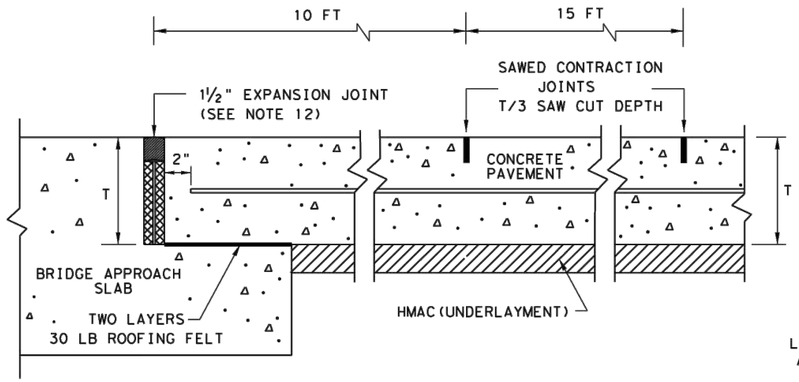
CONCRETE PAVEMENT DETAILS
CONTRACTION DESIGN
T-6 to 12 INCHES

CPCD-14

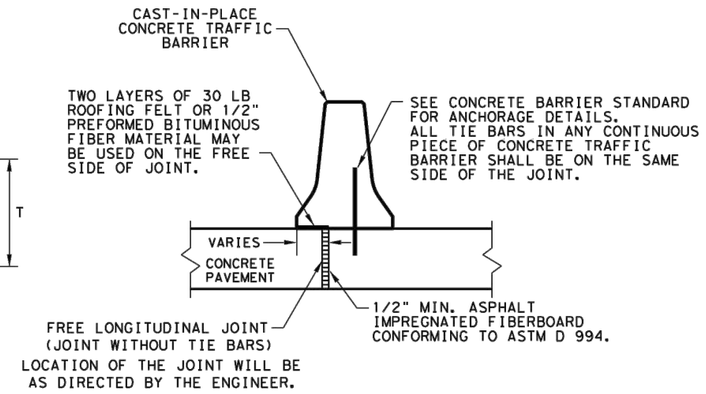
FILE: cpcd14.dgn	DN: TxDOT	DN: HC	DW: HC	CK: AN
©TxDOT: DECEMBER 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				31

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

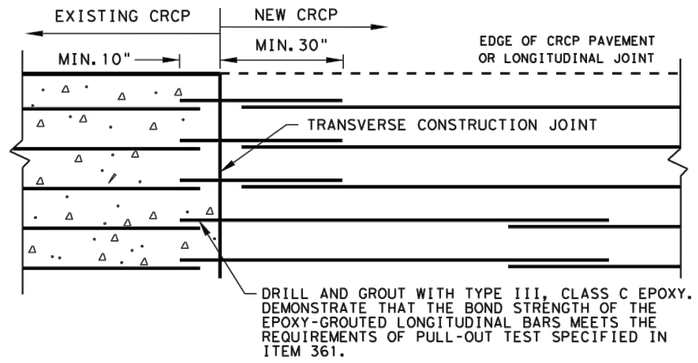
DATE:
FILE:



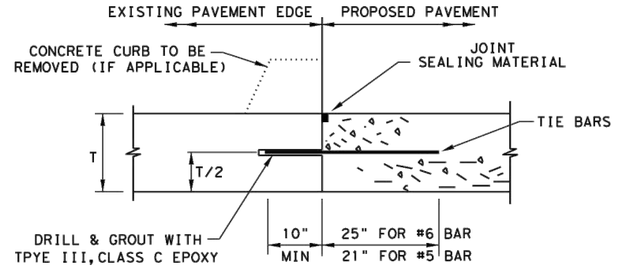
TRANSVERSE EXPANSION JOINT DETAIL
AT BRIDGE APPROACH



FREE LONGITUDINAL JOINT DETAIL

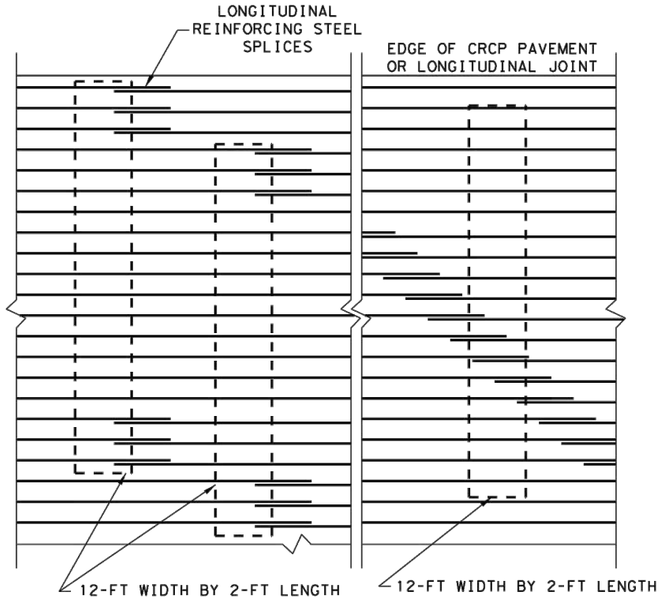


OPTION A: DRILL AND EPOXY
PLAN VIEW (NOT TO SCALE)



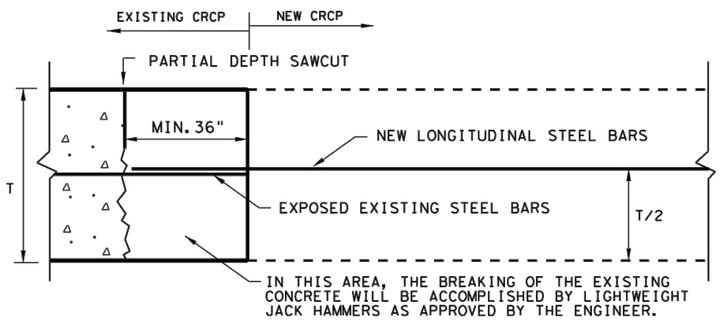
1. BEFORE WIDENING WORK, DEMONSTRATE THAT THE BOND STRENGTH OF THE EPOXY-GROUTED TIE BARS MEETS THE REQURIMENTS OF PULL-OUT TEST SPECIFIED IN ITEM 361.
2. SPACE TIE BARS AT 24" SPACING. USE #6 TIE BARS FOR 8" AND THICKER SLABS, USE #5 TIE BARS FOR LESS THAN 8" THICK SLABS.

LONGITUDINAL WIDENING JOINT DETAIL



STAGGER THE LAP LOCATIONS SO THAT NO MORE THAN 1/3 OF THE LONGITUDINAL STEEL IS SPLICED IN ANY GIVEN 12-FT. WIDTH AND 2-FT. LENGTH OF THE PAVEMENT. ANY OTHER LAP CONFIGURATION MEETING THIS REQUIREMENT WILL BE ALLOWED.

EXAMPLES OF LAP CONFIGURATION
PLAN VIEW (NOT TO SCALE)



OPTION B: BREAKBACK AND LAP

TRANSVERSE TIE JOINT DETAIL
EXISTING CRCP TO NEW CRCP

SHEET 2 OF 2

Texas Department of Transportation | Design Division Standard

CONTINUOUSLY REINFORCED CONCRETE PAVEMENT

ONE LAYER STEEL BAR PLACEMENT
T - 7 to 13 INCHES

CRCP(1)-20

FILE: crcp120.dgn	DN: TxDOT	CK: KM	DW: AN	CK: VP		
©TxDOT: APRIL 2020	CONT	SECT	JOB		HIGHWAY	
REVISIONS 03/16/2020 REMOVED TABLE 1A						
	DIST	COUNTY			SHEET NO.	
					32	

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

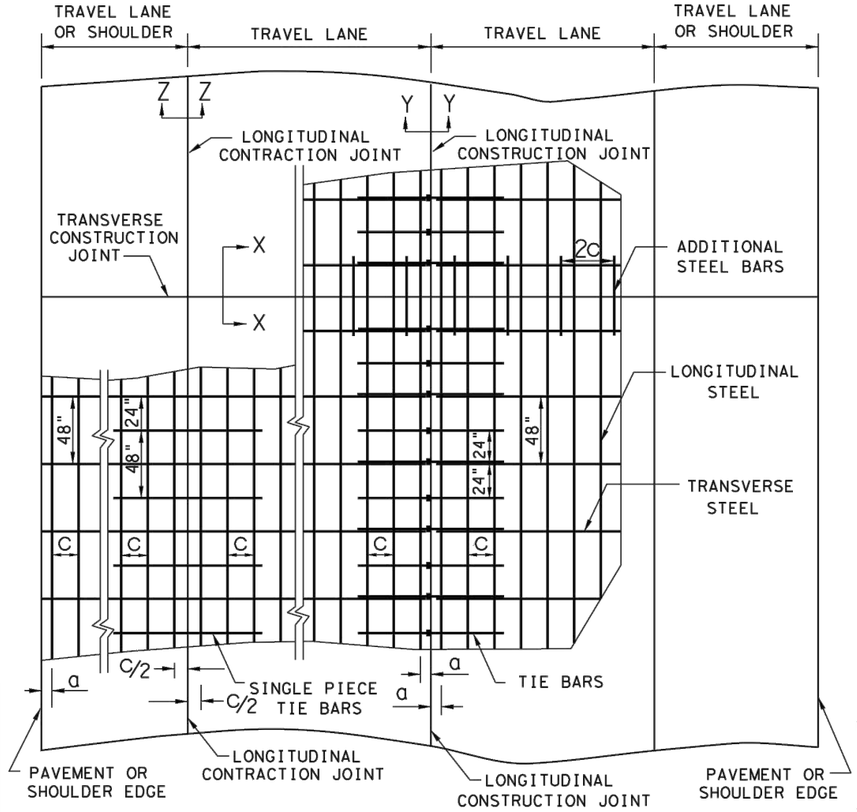
DATE:
FILE:

TABLE NO. 1 LONGITUDINAL STEEL

SLAB THICKNESS AND BAR SIZE		REGULAR STEEL BARS	FIRST SPACING AT EDGE OR JOINT	ADDITIONAL STEEL BARS AT TRANSVERSE CONSTRUCTION JOINT (SECTION X-X)	
T (IN.)	BAR SIZE	SPACING c (IN.)	SPACING a (IN.)	SPACING 2 x c (IN.)	LENGTH L (IN.)
7.0	#5	6.5	3 TO 4	13	50
7.5	#5	6.0	3 TO 4	12	50
8.0	#6	9.0	3 TO 4	18	50
8.5	#6	8.5	3 TO 4	17	50
9.0	#6	8.0	3 TO 4	16	50
9.5	#6	7.5	3 TO 4	15	50
10.0	#6	7.0	3 TO 4	14	50
10.5	#6	6.75	3 TO 4	13.5	50
11.0	#6	6.5	3 TO 4	13	50
11.5	#6	6.25	3 TO 4	12.5	50
12.0	#6	6.0	3 TO 4	12	50
12.5	#6	5.75	3 TO 4	11.5	50
13.0	#6	5.5	3 TO 4	11	50

TABLE NO. 2 TRANSVERSE STEEL AND TIE BARS

SLAB THICKNESS (IN.)	TRANSVERSE STEEL		TIE BARS AT LONGITUDINAL CONTRACTION JOINT (SECTION Z-Z)		TIE BARS AT LONGITUDINAL CONSTRUCTION JOINT (SECTION Y-Y)	
	BAR SIZE	SPACING (IN.)	BAR SIZE	SPACING (IN.)	BAR SIZE	SPACING (IN.)
7.0 - 7.5	#5	48	#5	48	#5	24
8.0 - 13.0	#5	48	#6	48	#6	24

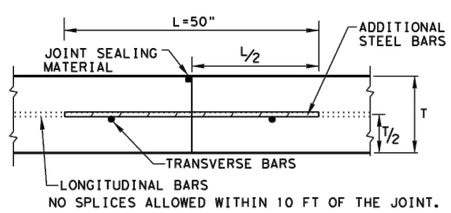


TYPICAL PAVEMENT LAYOUT

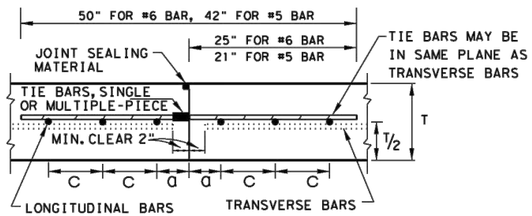
PLAN VIEW (NOT TO SCALE)

GENERAL NOTES

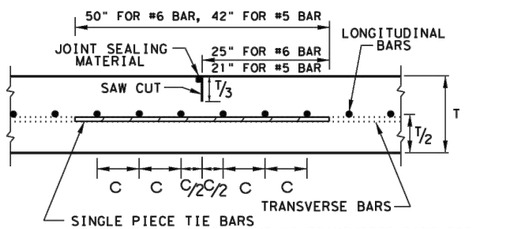
1. DETAILS FOR PAVEMENT WIDTH, PAVEMENT THICKNESS AND THE CROWN CROSS-SLOPE SHALL BE SHOWN ELSEWHERE IN THE PLANS. PAVEMENTS WIDER THAN 100 FT. WITHOUT A FREE LONGITUDINAL JOINT ARE NOT COVERED BY THIS STANDARD.
2. USE COARSE AGGREGATES WITH A RATED COEFFICIENT OF THERMAL EXPANSION (CoTE) OF NOT MORE THAN 5.5 X 10^{-6} IN/IN/ °F AS LISTED IN THE CONCRETE RATED SOURCE QUALITY CATALOG (CRSQC).
3. ALL THE REINFORCING STEEL AND TIE BARS SHALL BE DEFORMED STEEL BARS CONFORMING TO ASTM A 615 (GRADE 60) OR ASTM A 996 (GRADE 60) OR ABOVE. STEEL BAR SIZES AND SPACINGS SHALL CONFORM TO TABLE NO. 1 AND TABLE NO. 2.
4. STEEL BAR PLACEMENT TOLERANCE SHALL BE +/- 1 IN. HORIZONTALLY AND +/- 0.5 IN. VERTICALLY. CALCULATED AVERAGE BAR SPACING (CONCRETE PLACEMENT WIDTH / NUMBER OF LONGITUDINAL BARS) SHALL CONFORM TO TABLE NO. 1
5. PAVEMENT WIDTHS OF MORE THAN 15 FT. SHALL HAVE A LONGITUDINAL JOINT (SECTION Z-Z OR SECTION Y-Y). THESE JOINTS SHALL BE LOCATED WITHIN 6 IN. OF THE LANE LINE UNLESS THE JOINT LOCATION IS SHOWN ELSEWHERE ON THE PLANS.
6. THE SAW CUT DEPTH FOR THE LONGITUDINAL CONTRACTION JOINT (SECTION Z-Z) SHALL BE ONE THIRD OF THE SLAB THICKNESS (T/3).
7. WHEN TYING CONCRETE GUTTER AT A LONGITUDINAL JOINT, THE TIE BAR LENGTH OR POSITION MAY BE ADJUSTED. PROVIDE 3 IN. OF CONCRETE COVER FROM THE BACK OF GUTTER TO THE END OF TIE BAR.
8. REPLACE MISSING OR DAMAGED TIE BARS WITHOUT ADDITIONAL COMPENSATION BY DRILLING MIN. 10 IN. DEEP AND GROUTING TIE BARS WITH TYPE III, CLASS C EPOXY. MEET THE PULL-OUT TEST REQUIREMENTS IN ITEM 361.
9. OMIT TIE BARS LOCATED WITHIN 18-IN. OF THE TRANSVERSE CONSTRUCTION JOINTS (SECTION X-X). USE HAND-OPERATED IMMERSION VIBRATORS TO CONSOLIDATE THE CONCRETE ADJACENT TO ALL FORMED JOINTS.
10. LONGITUDINAL REINFORCING STEEL SPLICES SHALL BE A MINIMUM OF 25 IN. STAGGER THE LAP LOCATIONS SO THAT NO MORE THAN 1/3 OF THE LONGITUDINAL STEEL IS SPLICED IN ANY GIVEN 12-FT. WIDTH AND 2-FT. LENGTH OF THE PAVEMENT.
11. THE DETAIL FOR THE JOINT SEALANT AND RESERVOIR IS SHOWN ON STANDARD SHEET "CONCRETE PAVING DETAILS, JOINT SEALS."



TRANSVERSE CONSTRUCTION JOINT
SECTION X - X



LONGITUDINAL CONSTRUCTION JOINT
SECTION Y - Y



LONGITUDINAL CONTRACTION JOINT
SECTION Z - Z

Texas Department of Transportation | Design Division Standard

CONTINUOUSLY REINFORCED CONCRETE PAVEMENT

ONE LAYER STEEL BAR PLACEMENT
T - 7 to 13 INCHES

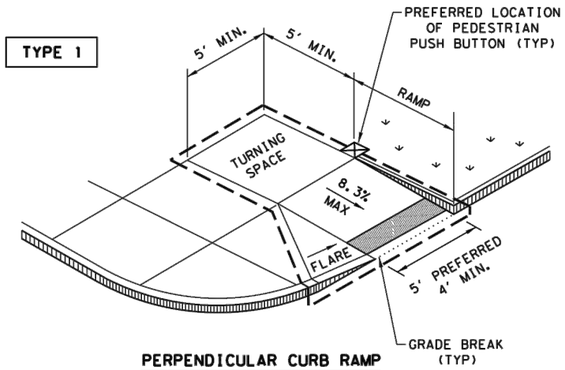
CRCP(1)-20

FILE: crcp120.dgn	DN: TxDOT	CK: KM	DW: AN	CK: VP
©TxDOT: APRIL 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS 10/10/2011 ADD ON #12 04/09/2013 REMOVE 6" AND 6.5" ADD CTE REQUIREMENTS 05/05/2017 CoTE AS RATED 4.3	DIST	COUNTY		SHEET NO. 33

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

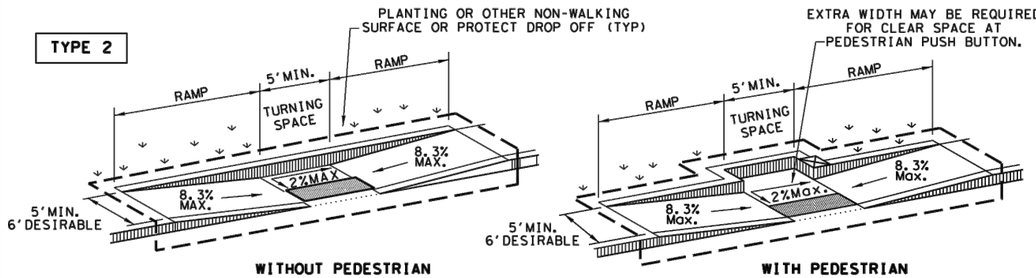
DATE:
FILE:

TYPE 1



PERPENDICULAR CURB RAMP

TYPE 2

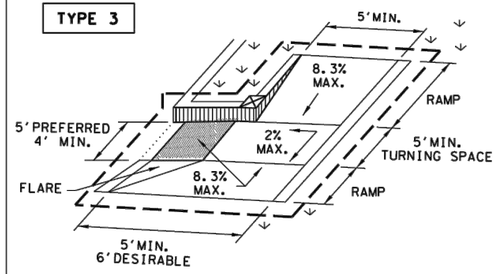


WITHOUT PEDESTRIAN PUSH BUTTON

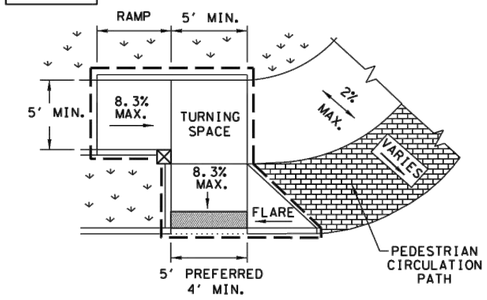
WITH PEDESTRIAN PUSH BUTTON

PARALLEL CURB RAMP

TYPE 3

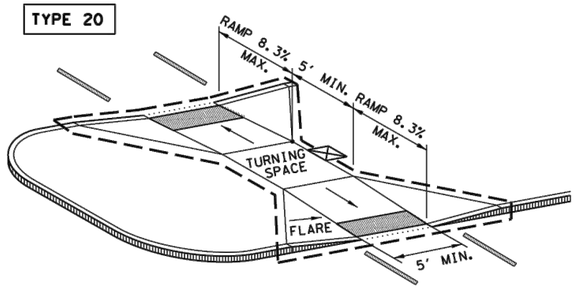


TYPE 6



COMBINATION CURB RAMPS

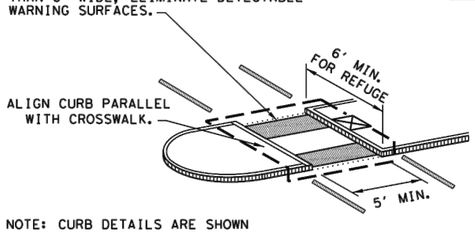
TYPE 20



CURB RAMPS AT MEDIAN ISLANDS

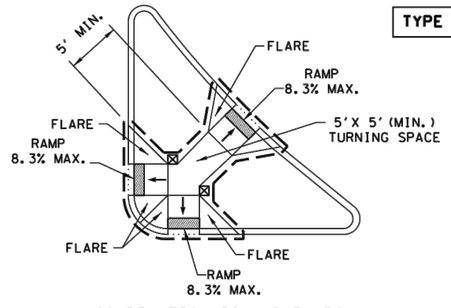
INSTALL DETECTABLE WARNING SURFACE AT EACH END OF THE CUT-THROUGH RAMP WITH A MINIMUM 2' USUAL SIDEWALK SURFACE BETWEEN. IF MEDIAN IS LESS THAN 6' WIDE, ELIMINATE DETECTABLE WARNING SURFACES.

TYPE 21



NOTE: CURB DETAILS ARE SHOWN ELSEWHERE IN THE PLANS.

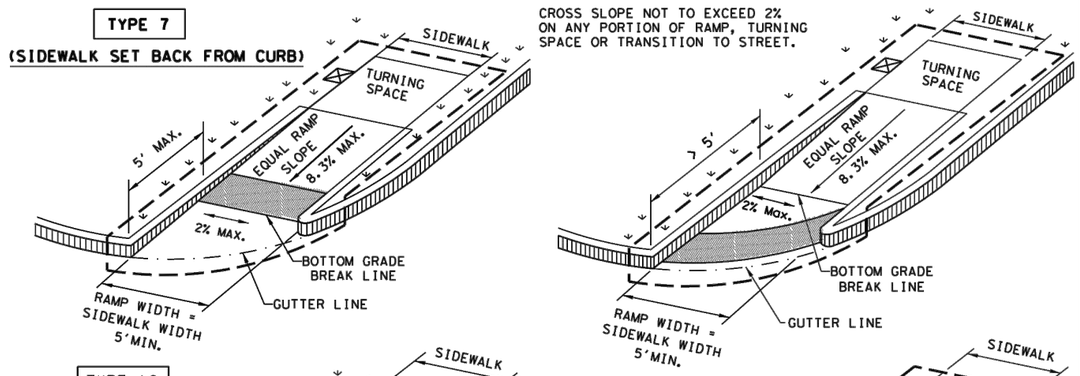
TYPE 22



COMBINATION ISLAND RAMPS

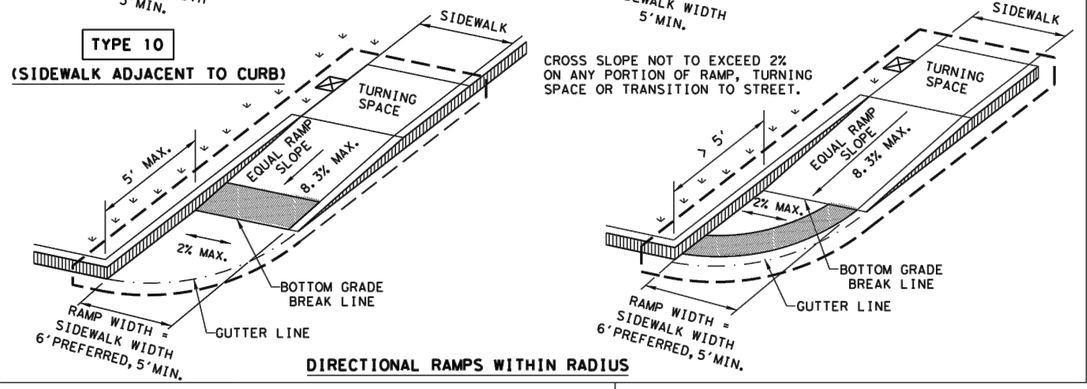
TYPE 7
(SIDEWALK SET BACK FROM CURB)

CROSS SLOPE NOT TO EXCEED 2% ON ANY PORTION OF RAMP, TURNING SPACE OR TRANSITION TO STREET.



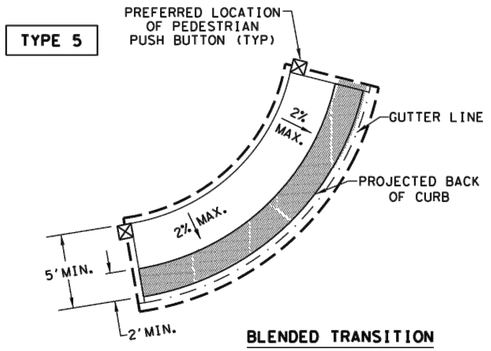
TYPE 10
(SIDEWALK ADJACENT TO CURB)

CROSS SLOPE NOT TO EXCEED 2% ON ANY PORTION OF RAMP, TURNING SPACE OR TRANSITION TO STREET.



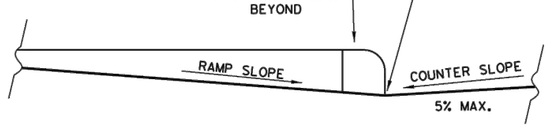
DIRECTIONAL RAMPS WITHIN RADIUS

TYPE 5



BLENDED TRANSITION
(FLUSH LANDING)

BOTTOM GRADE BREAK OF CURB RAMP WILL NORMALLY BE AT GUTTER LINE. SURFACE SLOPES AT GRADE BREAKS SHALL BE FLUSH.



TYPICAL SECTION OF PERPENDICULAR CURB RAMP AT CONNECTION TO ROADWAY

NOTES / LEGEND:

SEE GENERAL NOTES ON SHEET 2 OF 4 FOR MORE INFORMATION.

DENOTES PLANTING OR NON-WALKING SURFACE NOT PART OF PEDESTRIAN CIRCULATION PATH.

DETECTABLE WARNING SURFACE

DENOTES PREFERRED LOCATION OF PEDESTRIAN PUSH BUTTON IF APPLICABLE.

GUTTER LINE

GRADE BREAK

RAMP LIMITS OF PAYMENT

SHEET 1 OF 4

Texas Department of Transportation | Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-18

FILE: ped18	DN: TxDOT	DW: VP	CK: KM	CK: PK & JG
© TxDOT: MARCH, 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
REVISED 08, 2005 REVISED 06, 2012 REVISED 01, 2018	DIST	COUNTY		SHEET NO.
				34

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

GENERAL NOTES

CURB RAMPS

1. Install a curb ramp or blended transition at each pedestrian street crossing.
2. All slopes shown are maximum allowable. Cross slopes of 1.5% and lesser running should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
4. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to the back of curb, a 6' sidewalk width is desirable. Where a 5' sidewalk cannot be provided due to site constraints, sidewalk width may be reduced to 4' for short distances. 5'x 5' passing areas at intervals not to exceed 200' are required.
5. Turning Spaces shall be 5'x 5' minimum. Cross slope shall be maximum 2%.
6. Clear space at the bottom of curb ramps shall be a minimum of 4'x 4' wholly contained within the crosswalk and wholly outside the parallel vehicular travel path.
7. Provide flared sides where the pedestrian circulation path crosses the curb ramp. Flared sides shall be sloped at 10% maximum, measured parallel to the curb. Returned curbs may be used only where pedestrians would not normally walk across the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
8. Additional information on curb ramp location, design, light reflective value and texture may be found in the latest draft of the Proposed Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board).
9. To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of curbs. Medians should be designed to provide accessible passage over or through them.
10. Small channelization islands, which do not provide a minimum 5'x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
11. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown elsewhere in the plans. At intersections where crosswalk markings are not required, curb ramps shall align with theoretical crosswalks unless otherwise directed.
12. Provide curb ramps to connect the pedestrian access route at each pedestrian street crossing. Handrails are not required on curb ramps.
13. Curb ramps and landings shall be constructed and paid for in accordance with Item 531 "Sidewalks".
14. Place concrete at a minimum depth of 5" for ramps, flares and landings, unless otherwise directed.
15. Furnish and install No. 3 reinforcing steel bars at 18" o.c. both ways, unless otherwise directed.
16. Provide a smooth transition where the curb ramps connect to the street.
17. Curbs shown on sheet 1 within the limits of payment are considered part of the curb ramp for payment, whether it is concrete curb, gutter, or combined curb and gutter.
18. Existing features that comply with applicable standards may remain in place unless otherwise shown on the plans.

DETECTABLE WARNING MATERIAL

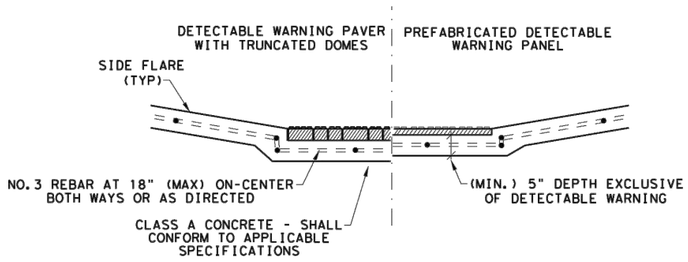
19. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with PROWAG. The surface must contrast visually with adjoining surfaces, including side flares. Furnish and install an approved cast-in-place dark brown or dark red detectable warning surface material adjacent to uncolored concrete, unless specified elsewhere in the plans.
20. Detectable Warning Materials must meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
21. Detectable warning surfaces must be firm, stable and slip resistant.
22. Detectable warning surfaces shall be a minimum of 24 inches in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
23. Detectable warning surfaces shall be located so that the edge nearest the curb line is at the back of curb and neither end of that edge is greater than 5 feet from the back of curb. Detectable warning surfaces may be curved along the corner radius.
24. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface for each curb ramp type.

DETECTABLE WARNING PAVERS (IF USED)

25. Furnish detectable warning paver units meeting all requirements of ASTM C-936, C-33. Lay in a two by two unit basket weave pattern or as directed.
26. Lay full-size units first followed by closure units consisting of at least 25 percent (25%) of a full unit. Cut detectable warning paver units using a power saw.

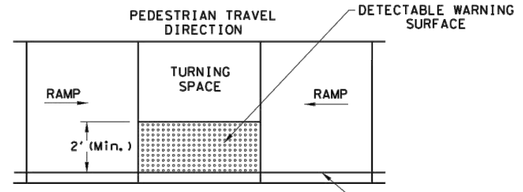
SIDEWALKS

27. Provide clear ground space at operable parts, including pedestrian push buttons. Operable parts shall be placed within unobstructed reach range specified in PROWAG section R406.
28. Place traffic signal or illumination poles, ground boxes, controller boxes, signs, drainage facilities and other items so as not to obstruct the pedestrian access route or clear ground space.
29. Street grades and cross slopes shall be as shown elsewhere in the plans.
30. Changes in level greater than 1/4 inch are not permitted.
31. The least possible grade should be used to maximize accessibility. The running slope of sidewalks and crosswalks within the public right of way may follow the grade of the parallel roadway. Where a continuous grade greater than five percent (5%) must be provided, handrails may be desirable to improve accessibility. Handrails may also be needed to protect pedestrians from potentially hazardous conditions. If provided, handrails shall comply with PROWAG R409.
32. Handrail extensions shall not protrude into the usable landing area or into intersecting pedestrian routes.
33. Driveways and turnouts shall be constructed and paid for in accordance with Item "Intersections, Driveways and Turnouts". Sidewalks shall be constructed and paid for in accordance with Item, "Sidewalks".
34. Sidewalk details are shown elsewhere in the plans.

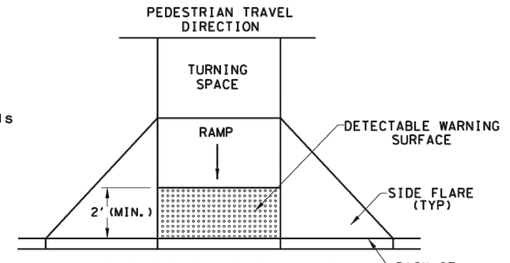


SECTION VIEW DETAIL
CURB RAMP AT DETECTIBLE WARNINGS

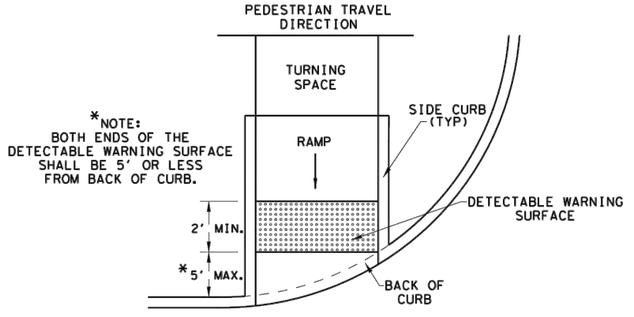
DETECTABLE WARNING SURFACE DETAILS



PARALLEL CURB RAMP
TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON LANDING AT STREET EDGE.



PERPENDICULAR CURB RAMP
TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON SLOPING RAMP RUN.



DIRECTIONAL CURB RAMP
TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON SLOPING RAMP RUN.

Texas Department of Transportation
Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

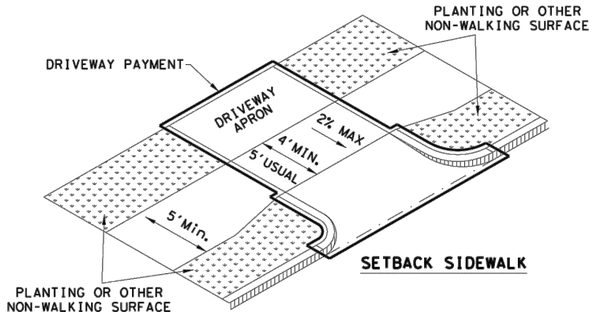
PED-18

FILE: ped18	DN: TxDOT		DW: VP	CK: KM	CK: PK & JG
© TxDOT: MARCH, 2002	CONT	SECT	JOB		HIGHWAY
REVISIONS					
REVISED 08,2005 REVISED 06,2012 REVISED 01,2018	DIST	COUNTY			SHEET NO.
					35

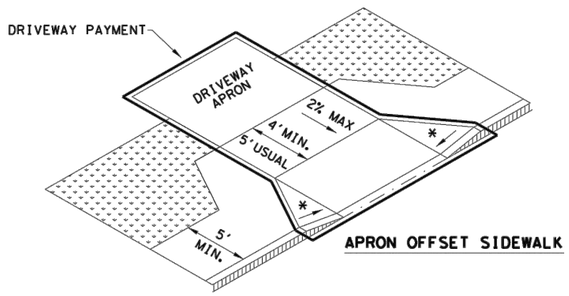
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

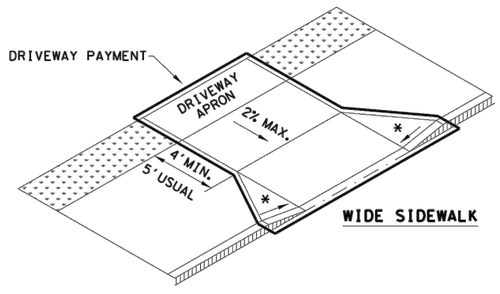
SIDEWALK TREATMENT AT DRIVEWAYS



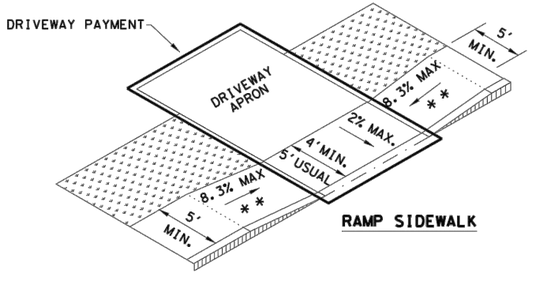
SETBACK SIDEWALK



APRON OFFSET SIDEWALK



WIDE SIDEWALK

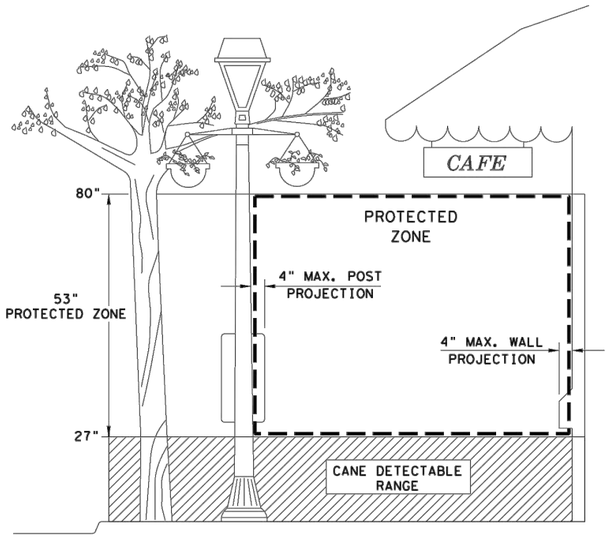


RAMP SIDEWALK

NOTES:

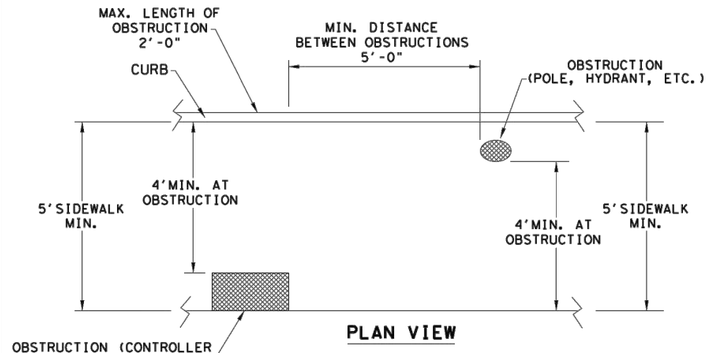
* WHERE DRIVEWAYS CROSS THE PEDESTRIAN ROUTE, SIDES SHALL BE FLARED AT 10% MAX SLOPE.

* * IF CURB HEIGHT IS GREATER THAN 6 INCHES, USE GRADE LESS THAN OR EQUAL TO 5%. HANDRAIL AND DETECTABLE WARNING ARE NOT REQUIRED.



PROTECTED ZONE

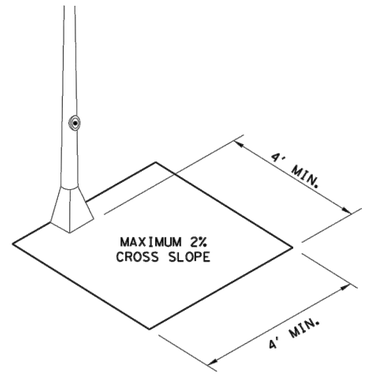
NOTE: IN PEDESTRIAN CIRCULATION AREA, MAXIMUM 4" PROJECTION FOR POST OR WALL MOUNTED OBJECTS BETWEEN 27" AND 80" ABOVE THE SURFACE.



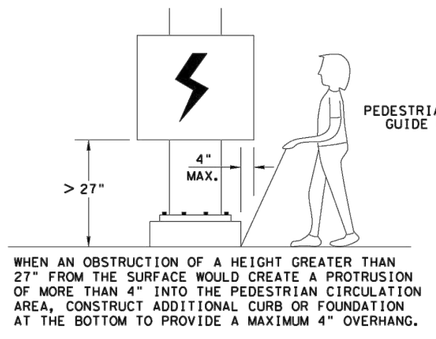
PLAN VIEW

PLACEMENT OF STREET FIXTURES

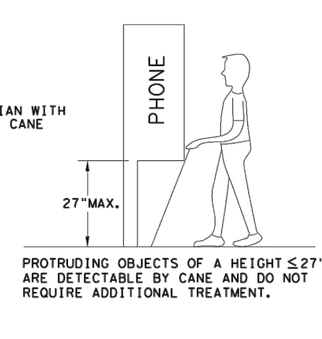
NOTE: ITEMS NOT INTENDED FOR PUBLIC USE. MINIMUM 4' X 4' CLEAR GROUND SPACE REQUIRED AT PUBLIC USE FIXTURES.



CLEAR SPACE ADJACENT TO PEDESTRIAN PUSH BUTTON



WHEN AN OBSTRUCTION OF A HEIGHT GREATER THAN 27" FROM THE SURFACE WOULD CREATE A PROTRUSION OF MORE THAN 4" INTO THE PEDESTRIAN CIRCULATION AREA, CONSTRUCT ADDITIONAL CURB OR FOUNDATION AT THE BOTTOM TO PROVIDE A MAXIMUM 4" OVERHANG.



PROTRUDING OBJECTS OF A HEIGHT ≤ 27" ARE DETECTABLE BY CANE AND DO NOT REQUIRE ADDITIONAL TREATMENT.

DETECTION BARRIER FOR VERTICAL CLEARANCE < 80"

Texas Department of Transportation

Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-18

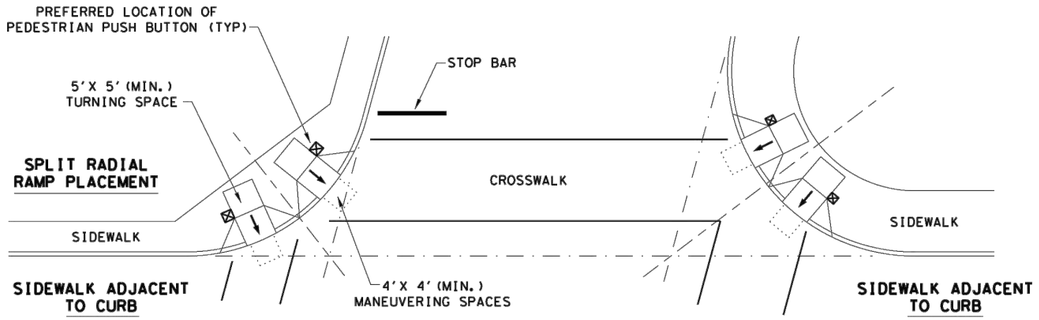
FILE: ped18	DN: TxDOT	DW: VP	CK: KM	CK: PK & JG
© TxDOT: MARCH, 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
REVISED 08, 2005 REVISED 06, 2012 REVISED 01, 2018	DIST	COUNTY		SHEET NO.
				36

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

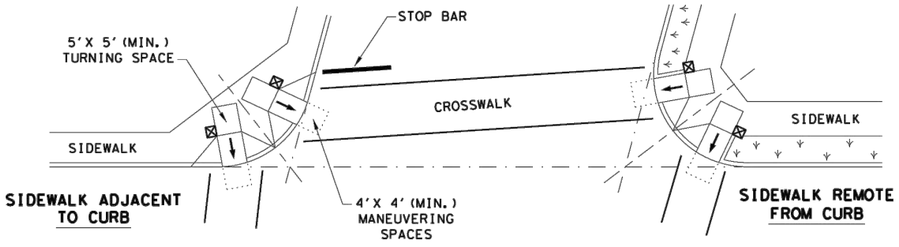
DATE:
FILE:

TYPICAL CROSSING LAYOUTS

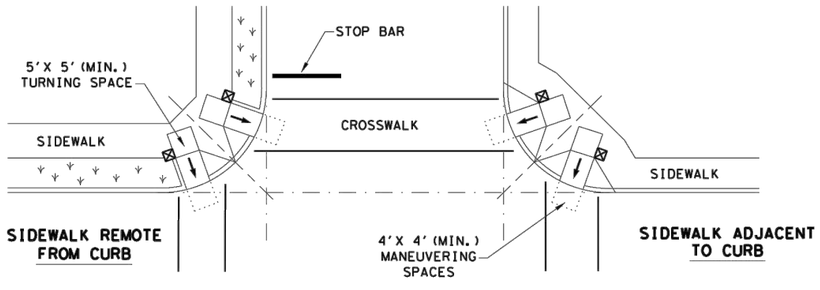
SEE SHEET 1 OF 4 FOR DETAILS AND DIMENSIONS



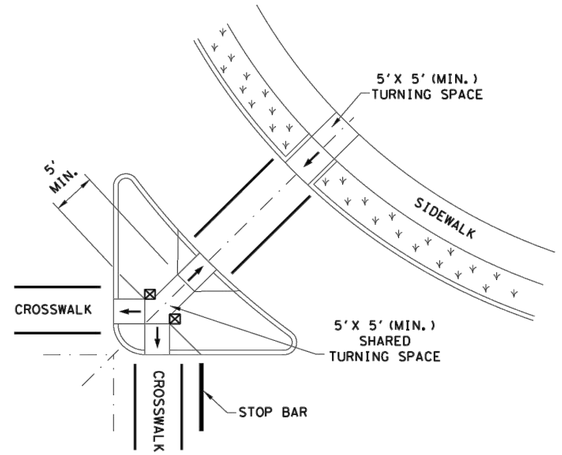
SKEWED INTERSECTION WITH "LARGE" RADIUS



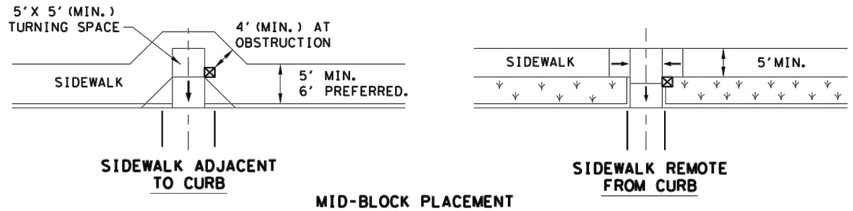
SKEWED INTERSECTION WITH "SMALL" RADIUS



NORMAL INTERSECTION WITH "SMALL" RADIUS



AT INTERSECTION
W/FREE RIGHT TURN & ISLAND



MID-BLOCK PLACEMENT
PERPENDICULAR RAMPS

LEGEND:

SHOWS DOWNWARD SLOPE. →

DENOTES PREFERRED LOCATION OF PEDESTRIAN PUSH BUTTON (IF APPLICABLE). ⊠

DENOTES PLANTING OR NON-WALKING SURFACE NOT PART OF PEDESTRIAN CIRCULATION PATH.

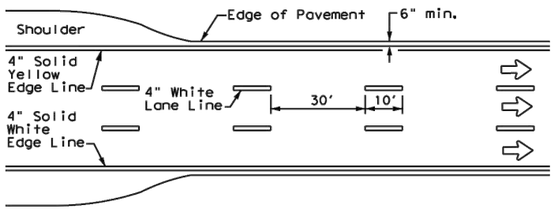
Texas Department of Transportation | Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

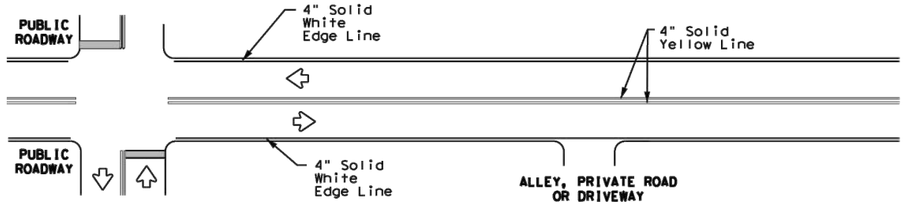
PED-18

FILE: ped18	DN: TxDOT	DW: VP	CK: KM	CK: PK & JG
© TxDOT: MARCH, 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
REVISED 08, 2005 REVISED 06, 2012 REVISED 01, 2018	DIST	COUNTY		SHEET NO.
				37

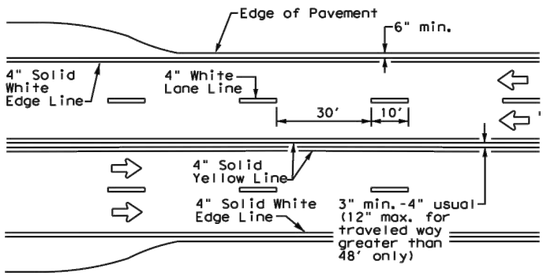
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



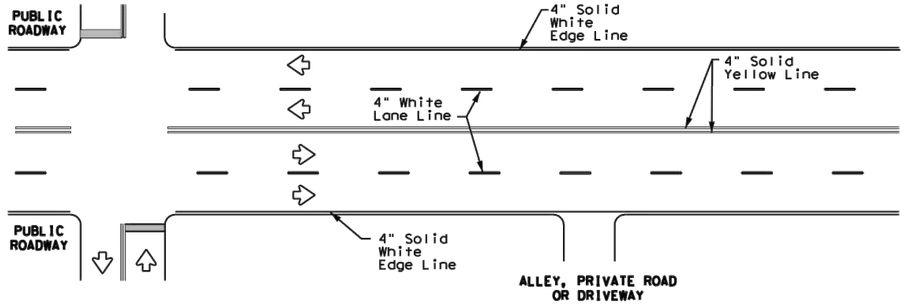
EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



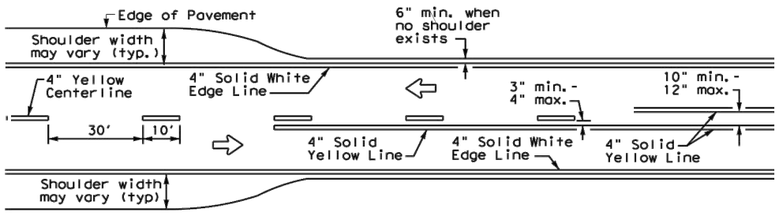
TYPICAL TWO-LANE, TWO-WAY PAVEMENT MARKINGS THROUGH INTERSECTIONS



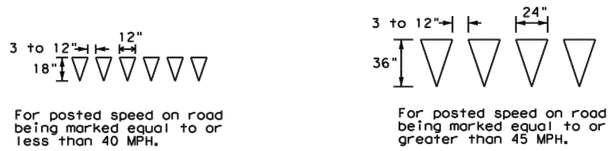
CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



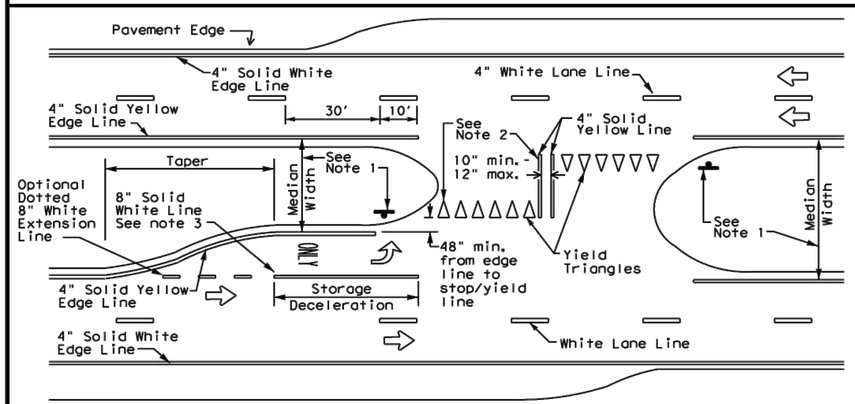
TYPICAL MULTI-LANE, TWO-WAY PAVEMENT MARKINGS THROUGH INTERSECTIONS



TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



YIELD LINES



FOUR LANE DIVIDED ROADWAY CROSSOVERS

NOTES

1. Where divided highways are separated by median widths at the median opening itself of 30 feet or more, median openings shall be signed as two separate intersections. Each median opening has two width measurements, with one measurement for each approach. The narrow median width will be the controlling width to determine if signs are required. Yield signs are the typical intersection control. Stop signs are optional as determined by the Engineer.

2. Install median striping (double yellow centerlines and stop bars/yield triangles) when a 50' or greater median centerline can be placed. Stop bars shall only be used with stop signs. Yield traingles shall only be used with yield signs.

3. Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.

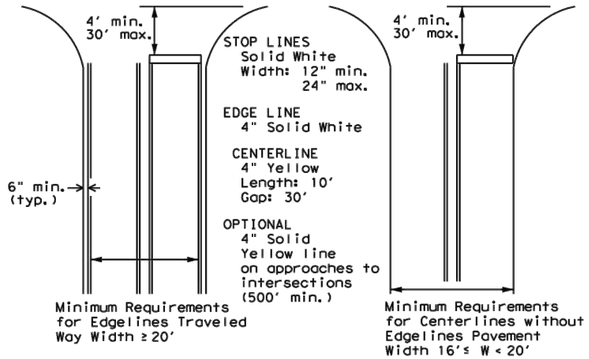
GENERAL NOTES

1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should not be placed less less than 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.

2. The traveled way includes only that portion of the roadway used for vehicular travel. It does not include the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to the inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways

Texas Department of Transportation — Traffic Safety Division Standard

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-20

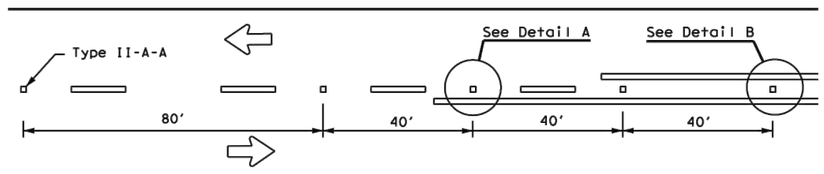
FILE: pm1-20.dgn	DN:	CK:	DW:	CK:
© TxDOT November 1978	CONT	SECT	JOB	HIGHWAY
REVISIONS 8-95 3-03				
5-00 2-12	DIST	COUNTY		SHEET NO.
8-00 6-20				38

228

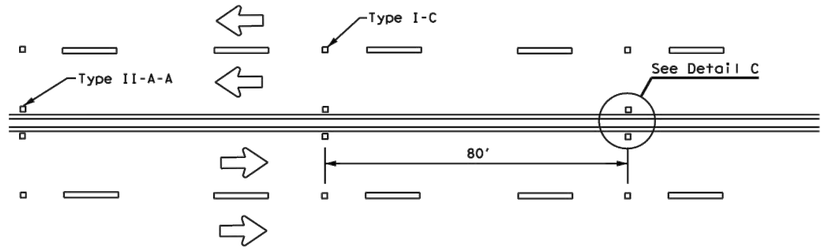
DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

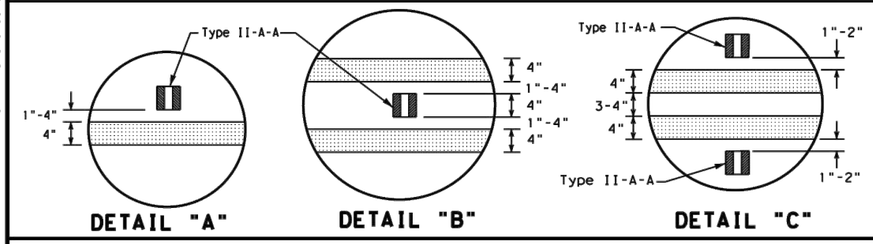
REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE



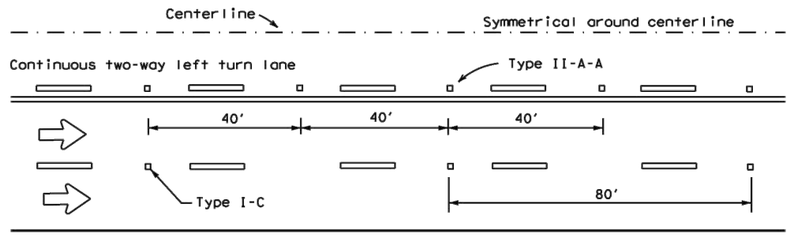
CENTERLINE FOR ALL TWO LANE ROADWAYS



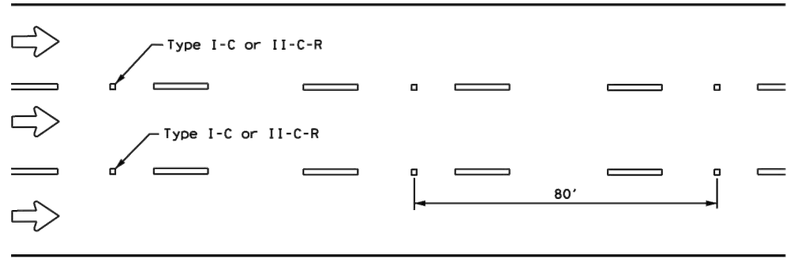
CENTERLINE & LANE LINES FOR FOUR LANE TWO-WAY HIGHWAYS



DETAIL "A" DETAIL "B" DETAIL "C"

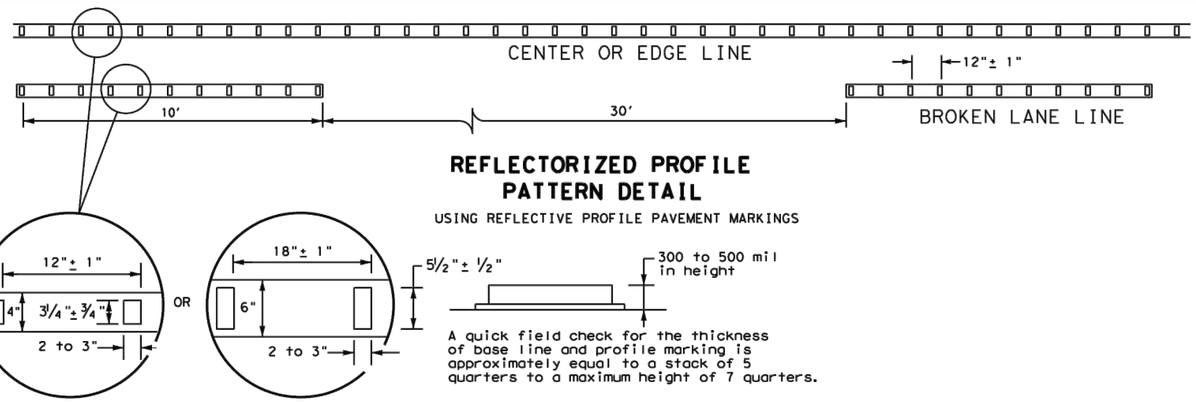


CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE



LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.



REFLECTORIZED PROFILE PATTERN DETAIL

USING REFLECTIVE PROFILE PAVEMENT MARKINGS

4" EDGE LINE, CENTER LINE OR LANE LINE

OPTIONAL 6" EDGE LINE, CENTER LINE OR LANE LINE

A quick field check for the thickness of base line and profile marking is approximately equal to a stack of 5 quarters to a maximum height of 7 quarters.

NOTE

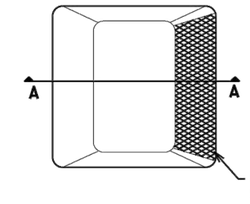
Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

GENERAL NOTES

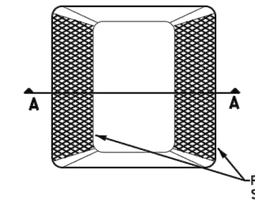
1. All raised pavement markers placed in broken lines shall be placed in line with and midway between the stripes.
2. On concrete pavements the raised pavement markers should be placed to one side of the longitudinal joints.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

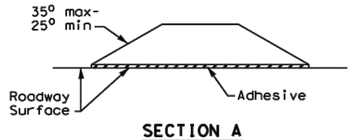
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS

Texas Department of Transportation — Traffic Safety Division Standard

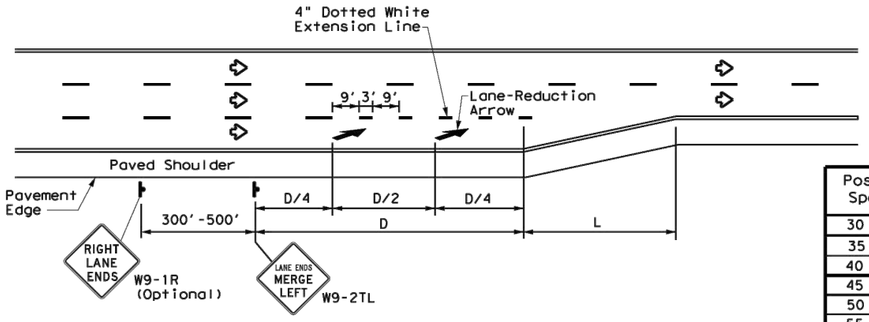
POSITION GUIDANCE USING RAISED MARKERS RELECTORIZED PROFILE MARKINGS PM(2)-20

FILE: pm2-20.dgn	DN:	CK:	DW:	CK:
© TxDOT April 1977	CONT	SECT	JOB	HIGHWAY
REVISIONS				
4-92 2-10	DIST	COUNTY		SHEET NO.
5-00 2-12				39
8-00 6-20				

228

DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

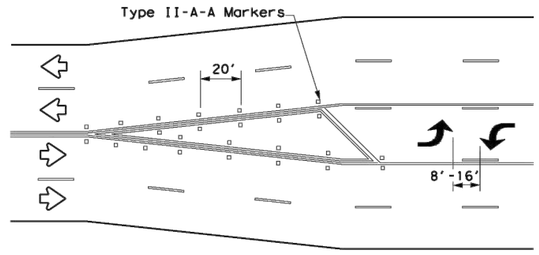


LANE REDUCTION

Posted Speed	D (ft)	L (ft)
30 MPH	460	$L=\frac{WS^2}{60}$
35 MPH	565	
40 MPH	670	
45 MPH	775	L=WS
50 MPH	885	
55 MPH	990	
60 MPH	1,100	
65 MPH	1,200	
70 MPH	1,250	
75 MPH	1,350	

NOTES

1. Lane reduction pavement markings are used where the number of through lanes is reduced because of narrowing of the roadway or because of a section of on-street parking in what would otherwise be a through lane. For Texas Super 2 Passing Lanes, see TS2(PL) standard sheets.
2. On divided highways, an additional W9-1R "RIGHT LANE ENDS" sign may be installed in the median aligned with the W9-1R sign on the right side of the highway.
3. Lane reduction arrows are required for speeds of 45 mph or greater. An optional third lane reduction arrow may be added based on engineering judgement. If used, the optional third lane reduction arrow should be centered between the first and last lane reduction arrows.
4. For lane reductions on Freeways and Expressways, signing shall conform to the TxDOT Freeway Signing Handbook.



A two-way left-turn (TWLT) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

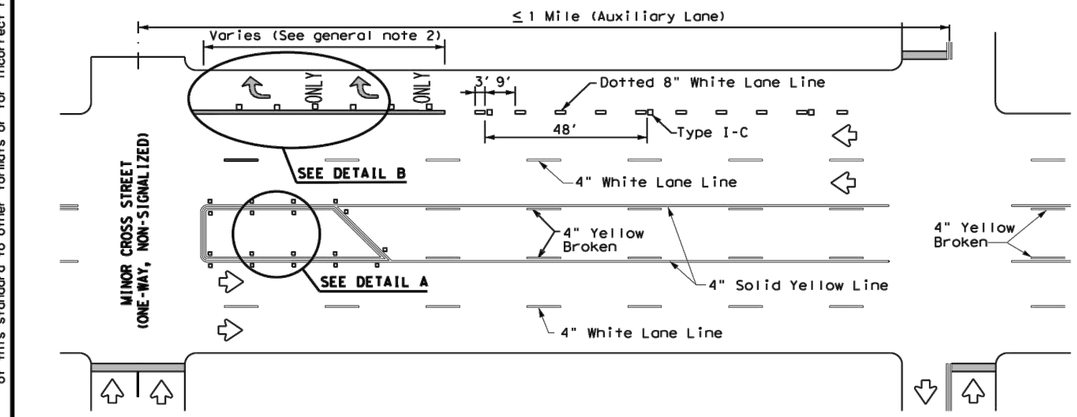
TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY

GENERAL NOTES

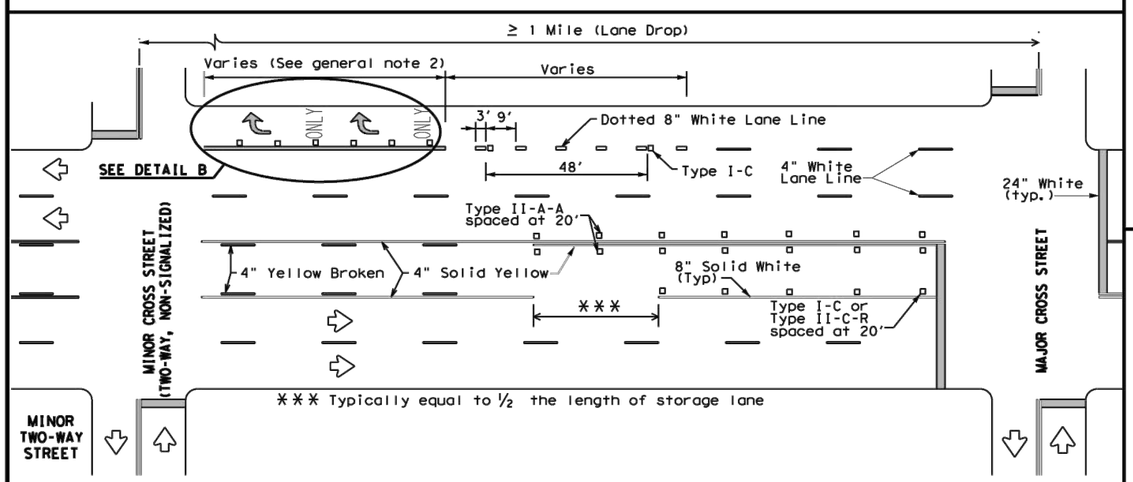
1. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows are as shown in the Standard Highway Sign Designs for Texas.
2. When lane-use words and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
3. Use raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Use raised pavement marker Type II-C-R with divided highways and raised medians.
4. Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

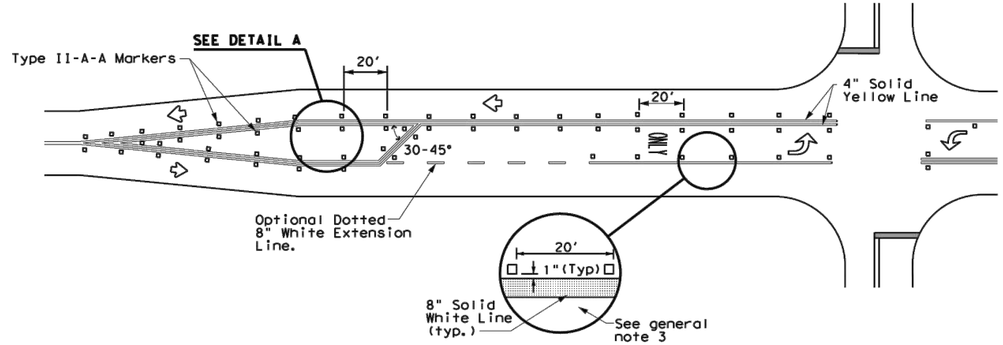
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



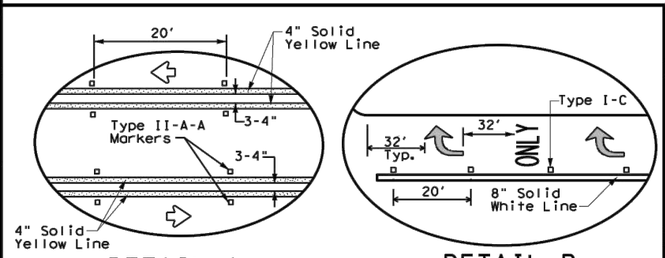
TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS



Texas Department of Transportation

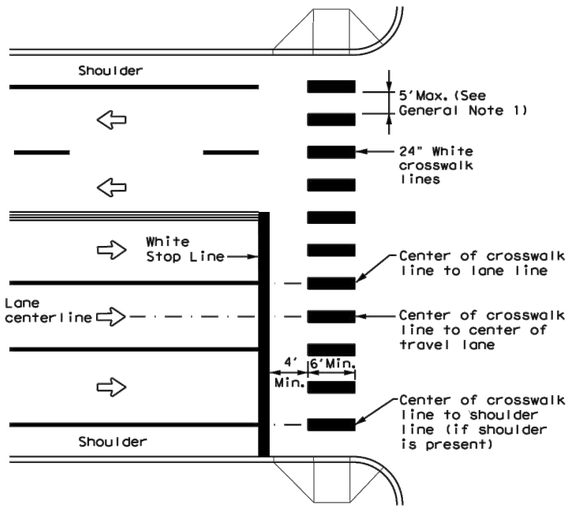
Traffic Safety Division Standard

TWO-WAY LEFT TURN LANES, RURAL LEFT TURN BAYS, AND LANE REDUCTION PAVEMENT MARKINGS PM(3)-20

FILE: pm3-20.dgn	DN:	CK:	DW:	CK:
©TxDOT April 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS 5-00 2-10				
8-00 2-12	DIST	COUNTY		SHEET NO.
3-03 6-20				40

DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



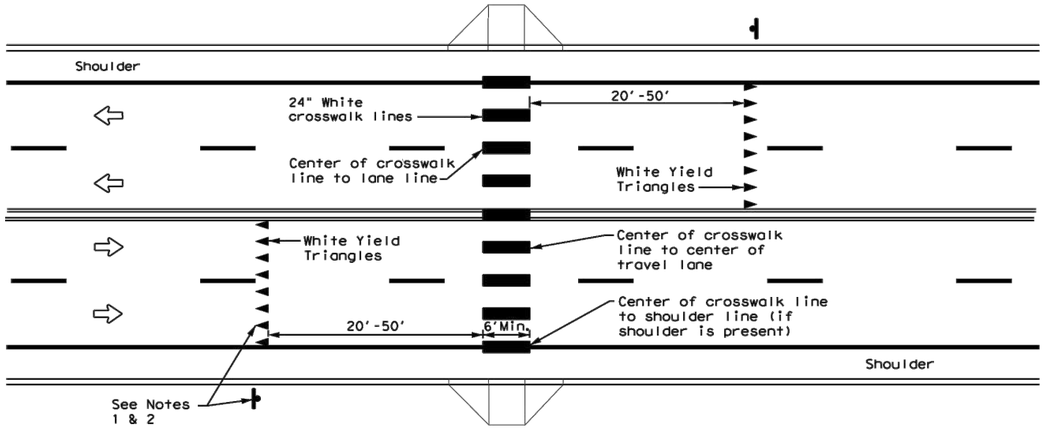
HIGH-VISIBILITY LONGITUDINAL CROSSWALK AT CONTROLLED APPROACH

GENERAL NOTES

1. Longitudinal crosswalk lines should not be placed in the wheel path of vehicles. Center the crosswalk lines on travel lanes, lane lines, and shoulder lines (if present).
2. A minimum 6" clear distance shall be provided to the curb face. If the last crosswalk line falls into this distance it must be omitted.
3. For divided roadways, adjustments in spacing of the crosswalk lines should be made in the median so that the crosswalk lines are maintained in their proper location across the travel portion of the roadway.
4. At skewed crosswalks, the crosswalk lines are to remain parallel to the lane lines.
5. Each crosswalk shall be a minimum of 6' wide.
6. The High-Visibility Longitudinal Crosswalk is the preferred crosswalk pattern on State Highways. Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used. All crosswalk designs and dimension shall comply with the "Texas Manual on Uniform Traffic Control Devices."
7. Final placement of Stop Bar/Yield Triangles and Crosswalk shall be approved by the Engineer in the field.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



UNSIGNALIZED MID BLOCK HIGH-VISIBILITY LONGITUDINAL CROSSWALK

NOTES

1. Use yield triangles with "Yield Here to Pedestrians" signs at unsignalized mid block crosswalks.
2. Use stop bars with "Stop Here on Red" signs at mid block crosswalks controlled by traffic signals or pedestrian hybrid beacons.

Texas Department of Transportation — Traffic Safety Division Standard

CROSSWALK PAVEMENT MARKINGS

PM(4)-20

FILE: pm4-20.dgn	DN:	CK:	DW:	CK:
© TxDOT June 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				41

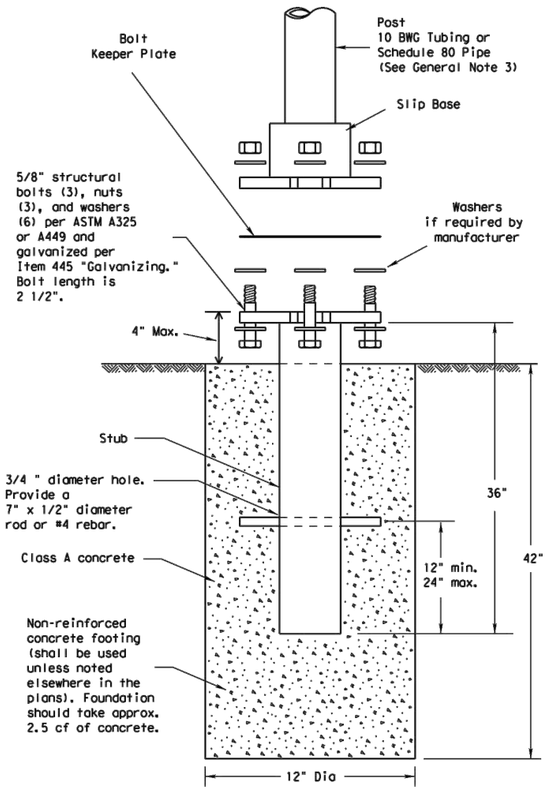
22D

DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



SM RD SGN ASSM TY XXXXX(X)SA(X-XXXX)

NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer_list.htm The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

GENERAL NOTES:

1. Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
2. Material used as post with this system shall conform to the following specifications:
   10 BWG Tubing (2.875" outside diameter)
   - 0.134" nominal wall thickness
   - Seamless or electric-resistance welded steel tubing or pipe
   - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
   - Other steels may be used if they meet the following:
     - 55,000 PSI minimum yield strength
     - 70,000 PSI minimum tensile strength
     - 20% minimum elongation in 2"
   - Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
   - Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
   - Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.

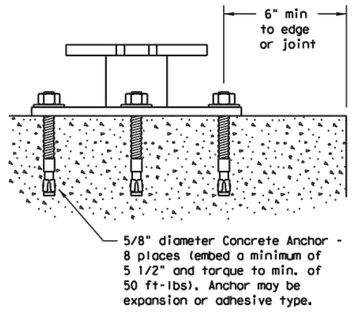
   Schedule 80 Pipe (2.875" outside diameter)
   - 0.276" nominal wall thickness
   - Steel tubing per ASTM A500 Gr C
   - Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
     - 46,000 PSI minimum yield strength
     - 62,000 PSI minimum tensile strength
     - 21% minimum elongation in 2"
   - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
   - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
   - Galvanization per ASTM A123
3. See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is: http://www.txdot.gov/publications/traffic.htm
4. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

Foundation
1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
2. The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
3. Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
4. Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
5. The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support
1. Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
2. Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



SM RD SGN ASSM TY XXXXX(X)SB(X-XXXX)

Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

Texas Department of Transportation
Traffic Operations Division

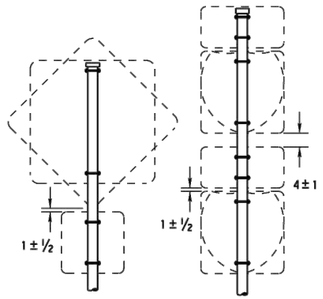
SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-1)-08

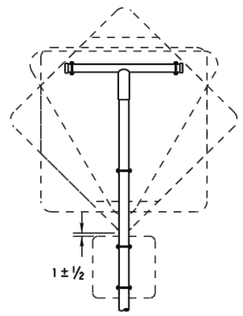
©TxDOT July 2002		DN: TXDOT		CK: TXDOT	DW: TXDOT		CK: TXDOT
REVISIONS		CONT	SECT	JOB		HIGHWAY	
9-08							
		DIST	COUNTY				SHEET NO.
							42

26B

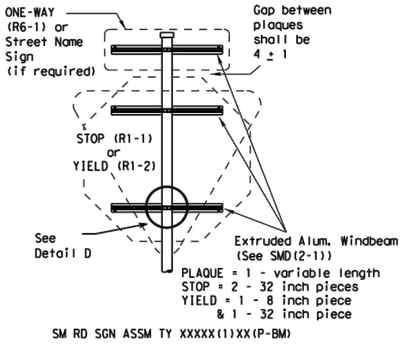
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



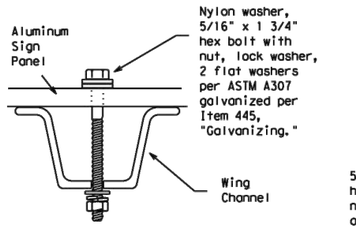
SM RD SGN ASSM TY XXXXX(1)XX(P)



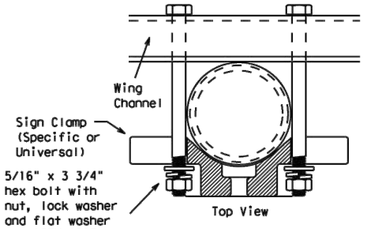
SM RD SGN ASSM TY XXXXX(1)XX(T)



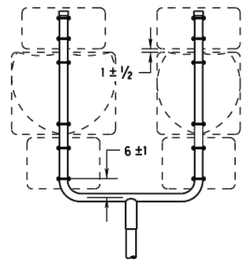
SM RD SGN ASSM TY XXXXX(1)XX(P-BM)



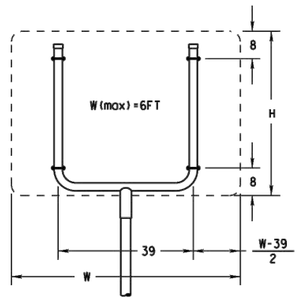
Detail A



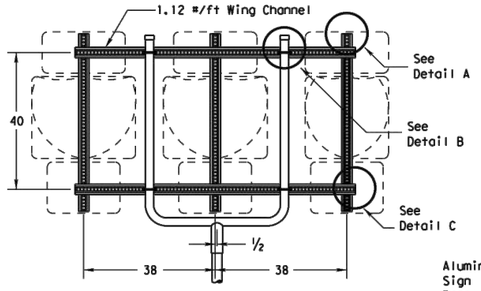
Detail B



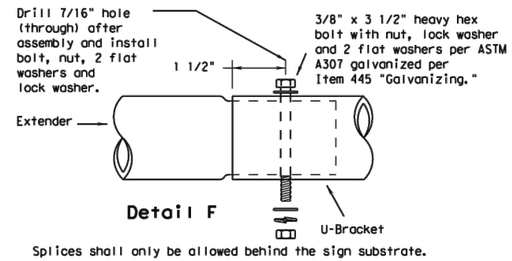
SM RD SGN ASSM TY XXXXX(1)XX(U)



SM RD SGN ASSM TY XXXXX(1)XX(U)

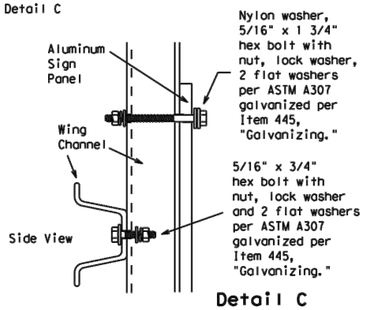


SM RD SGN ASSM TY XXXXX(1)XX(U-WC)
(See Note 11)

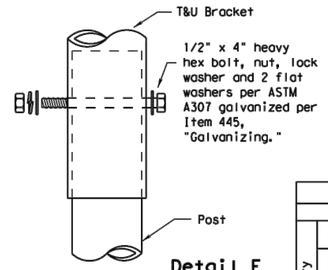


Detail F

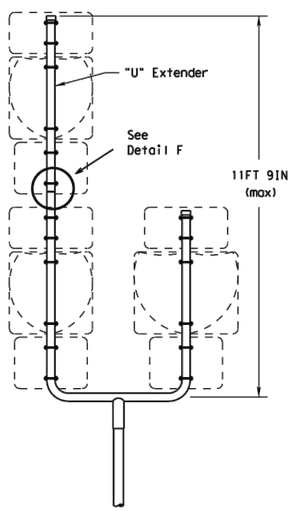
Splices shall only be allowed behind the sign substrate.



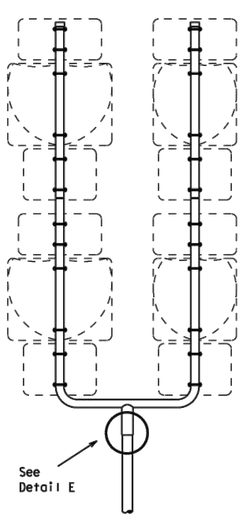
Detail C



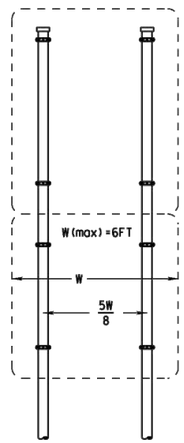
Detail E



SM RD SGN ASSM TY S80(1)XX(U-1EXT)

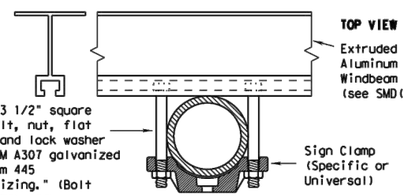


SM RD SGN ASSM TY S80(1)XX(U-2EXT)

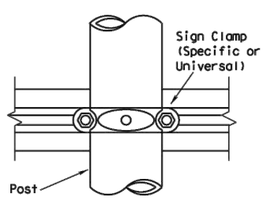


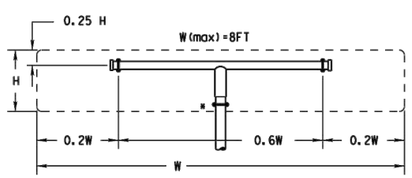
SM RD SGN ASSYM TY XXXXX(2)XX(P)

SIDE VIEW



Detail D

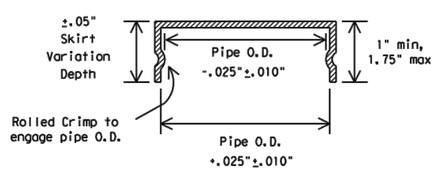




SM RD SGN ASSM TY XXXXX(1)XX(T)
(* - See Note 12)

All dimensions are in english unless detailed otherwise.

FRICTION CAP DETAIL



Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet metal thickness shall be 24 gauge for all cap sizes.

The rim edges shall be reasonably straight and smooth. Caps shall be sized and formed in such a manner as to produce a drive-on friction fit and have no tendency to rock when seated on the pipe. The depth shall be sufficient to give positive protection against entrance of rainwater. They shall be free of sharp creases or indentations and show no evidence of metal fracture.

Caps shall have an electrodeposited coating of zinc in accordance with the requirements of ASTM B633 Class FE/ZN 8.

GENERAL NOTES:

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
3. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
4. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
5. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
6. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
7. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
9. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
10. Additional route markers may be added vertically, provided the total sign area does not exceed the maximum allowable amount per Note 1.
11. Additional sign clamp required on the "T-bracket" post for 24 inch height signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.
13. Sign blanks shall be the sizes and shapes shown on the plans.

REQUIRED SUPPORT

	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-2)-08

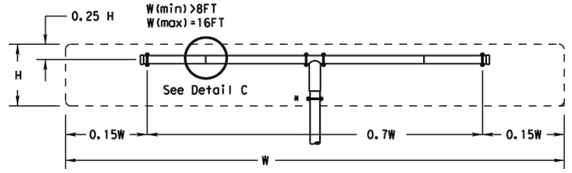
©TxDOT July 2002	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
9-08				
	DIST	COUNTY		SHEET NO.
				43

26C

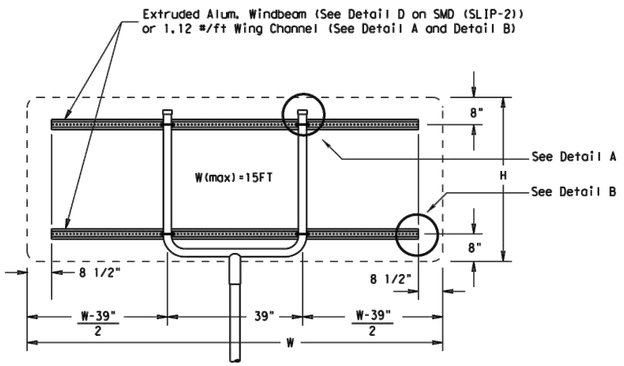
DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

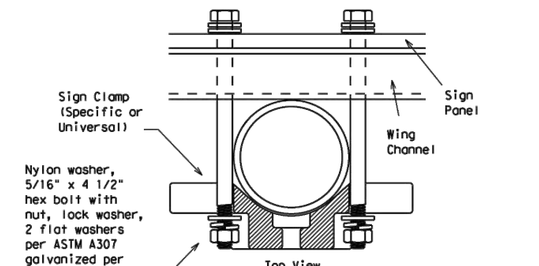
DATE:
FILE:



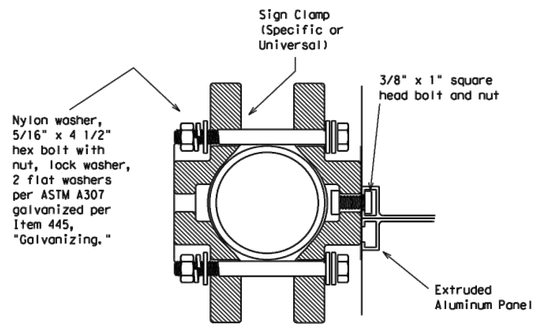
SM RD SGN ASSM TY XXXXX(1)XX(T-2EXT)
(* - See Note 12)



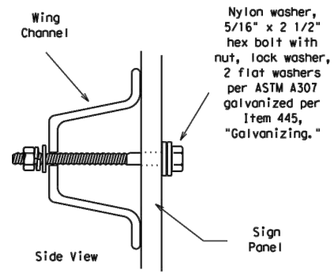
SM RD SGN ASSM TY XXXXX(1)XX(U-XX)



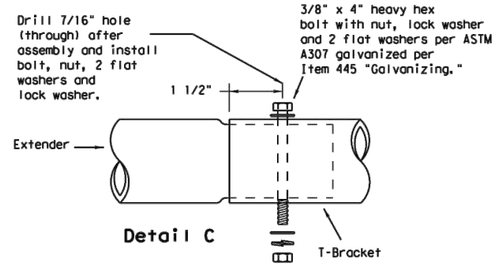
Detail A



Detail D
EXTRUDED ALUMINUM SIGN WITH T BRACKET

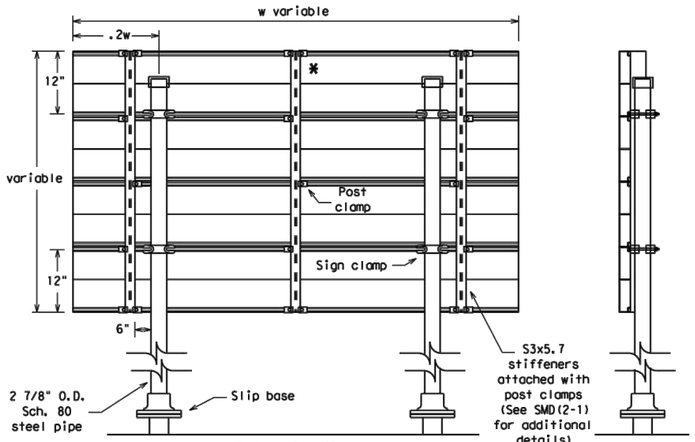


Detail B

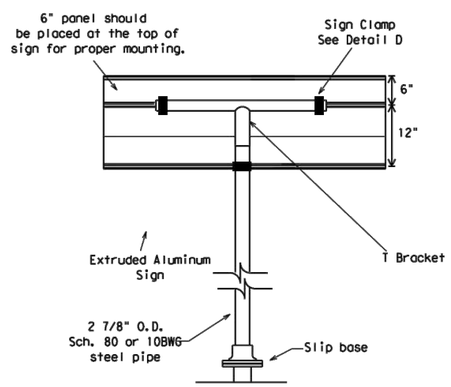


Detail C

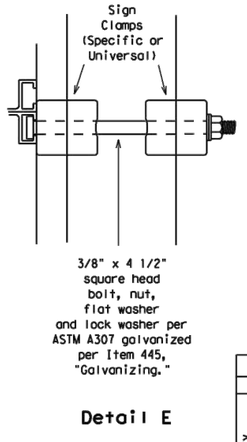
Splices shall only be allowed behind the sign substrate.



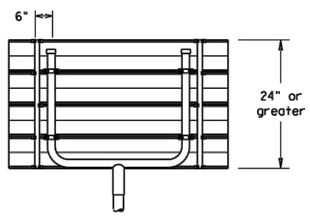
Typical Sign Mount
SM RD SGN ASSM TY S80(2)XX(P-EXAL)
* Additional stiffener placed at approximate center of signs when sign width is greater than 10'.



Extruded Aluminum Sign
With T Bracket



Detail E



Use Extruded Alum. Windbeam as stiffeners
See SMD (2-1) for additional details

See Detail E
for clamp installation

GENERAL NOTES:

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

1. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
2. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
3. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
4. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
5. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
6. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
7. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
8. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
9. Sign blanks shall be the sizes and shapes shown on the plans.
10. Additional sign clamp required on the "T-bracket" post for 24 inch high signs. Place the clamp 3 inches above bottom of sign when possible.
11. Post open ends shall be fitted with Friction Caps.

REQUIRED SUPPORT

	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-3)-08

© TxDOT July 2002

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.
			44

REVISIONS
9-08

26D

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

FRP = Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
TWT = Thin-Walled Tubing (see SMD(TWT))
10BWG = 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
S80 = Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

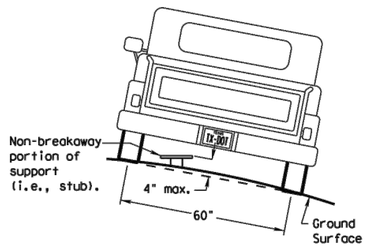
Anchor Type

UA = Universal Anchor - Concreted (see SMD(FRP) and (TWT))
UB = Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
WS = Wedge Anchor Steel - (see SMD(TWT))
WP = Wedge Anchor Plastic (see SMD(TWT))
SA = Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
SB = Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation

P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
IF REQUIRED
1EXT or 2EXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
BM = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
WC = 1.12 #/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
EXAL = Extruded Aluminum Sign Panels (see SMD(SLIP-3))

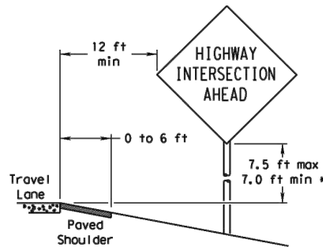
REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

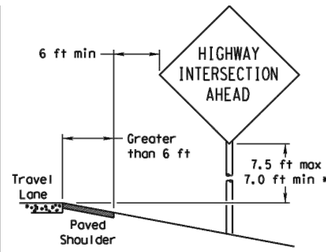
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

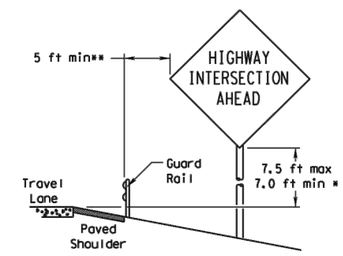
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travel lane.



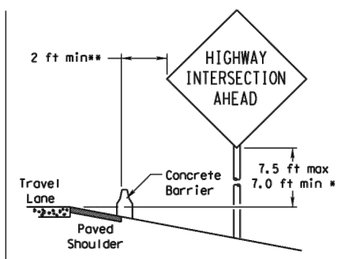
GREATER THAN 6 FT. WIDE

When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

BEHIND BARRIER



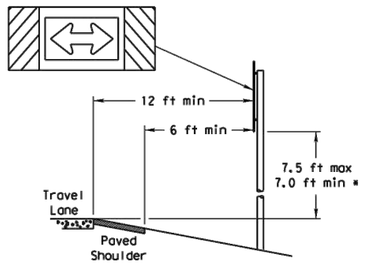
BEHIND GUARDRAIL



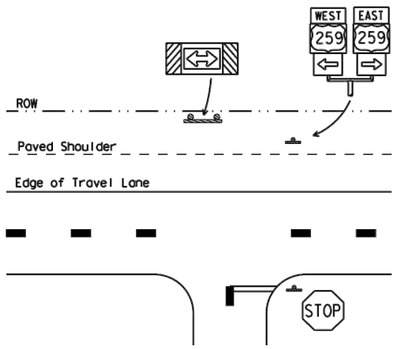
BEHIND CONCRETE BARRIER

**Sign clearance based on distance required for proper guard rail or concrete barrier performance.

T-INTERSECTION



When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.



* Signs shall be mounted using the following condition that results in the greatest sign elevation:

(1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or

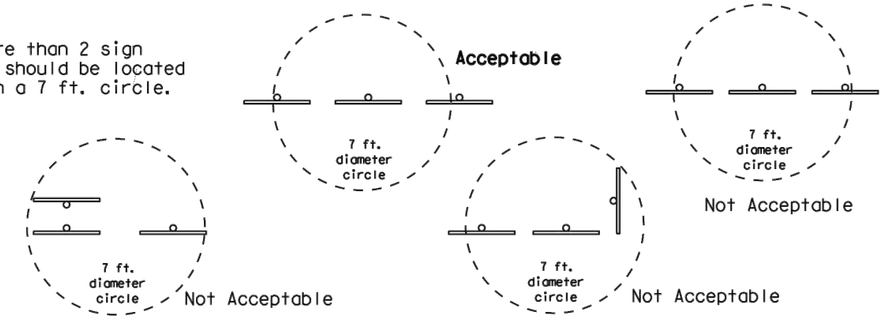
(2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

The maximum values may be increased when directed by the Engineer.

See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

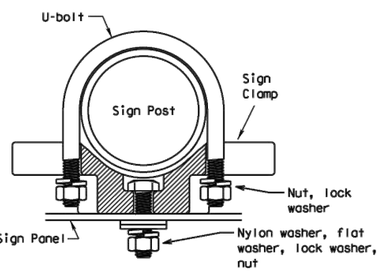
The website address is:
http://www.txdot.gov/publications/traffic.htm

No more than 2 sign posts should be located within a 7 ft. circle.



TYPICAL SIGN ATTACHMENT DETAIL

Single Signs

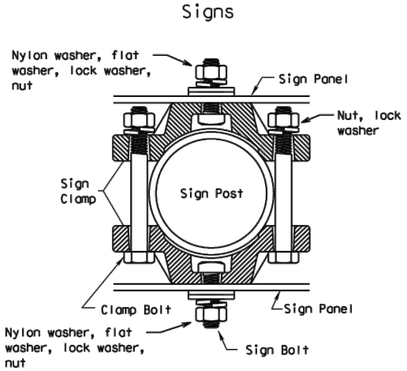


Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

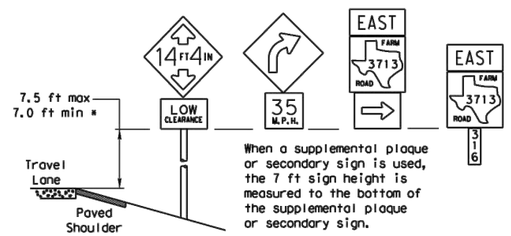
Sign clamps may be either the specific size clamp or the universal clamp.

Back-to-Back Signs



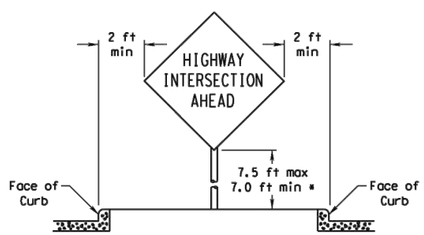
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES



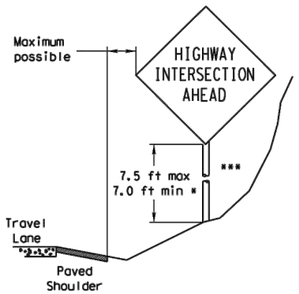
When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY

(When 6 ft min. is not possible.)



Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, a narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travel lane, signs should be placed as far from the travel lane as practical.

*** Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

SMD(GEN)-08

© TxDOT July 2002	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
9-08 REVISIONS	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.
				45

26A

DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

GENERAL NOTES FOR ALL ELECTRICAL WORK

1. The location of all conduits, junction boxes, ground boxes, and electrical services is diagrammatic and may be shifted to accommodate field conditions.

2. Provide new and unused materials. Ensure that all materials and installations comply with the applicable articles of the National Electrical Code (NEC), TxDOT standards and specifications, National Electrical Manufacturers Association (NEMA), and are listed by Underwriters Laboratories (UL) or a Nationally Recognized Testing Lab (NRTL). NRTLs such as Canadian Standard Association (CSA), Intertek Testing Services NA Inc., or FM Approvals LLC can be considered equivalent to UL. Where reference is made to NEMA listed devices, International Electrotechnical Commission (IEC) listed devices will not be considered an acceptable equal to a NEMA listed device. Acceptable devices may have both a NEMA and IEC listing. Faulty fabrication or poor workmanship in any material, equipment, or installation is justification for rejection. Replace or reinstall rejected material or equipment at no additional cost to the Department.

3. Miscellaneous nuts, bolts and hardware, except for high strength bolts, may be stainless steel when plans specify galvanized, provided the bolt size is ½ in. or less in diameter.

4. Provide the following test equipment as required by the Engineer to confirm compliance with the contract and the NEC: voltmeter, ammeter, megohm meter (1000 volt DC), ground resistance tester, torque wrenches, and torque screwdrivers. Ensure all equipment has been properly calibrated within the last year. Provide calibration certification to the Engineer upon request. Operate test equipment during inspection as requested by the Engineer.

5. Install grounding as shown on the plans and in accordance with the NEC. Ensure all metallic conduits; metal poles; luminaires; and metal enclosures are bonded to the equipment grounding conductor. Provide stranded bare copper or green insulated grounding conductors. Ground rods, connectors, and bonding jumpers are subsidiary to the various bid items.

6. When required by the Engineer, notify the Department in writing of materials from the Material Producers List (MPL) intended for use on each project. Prequalified materials are listed on the MPL on TxDOT's website under "Roadway Illumination and Electrical Supplies." No substitutions will be allowed for materials on this list.

CONDUIT

A. MATERIALS

1. Provide conduit, junction boxes, fittings, and hardware as per TxDOT Departmental Material Specification (DMS) 11030 "Conduit" and Item 618 "Conduit" of TxDOT's "Standard Specifications For Construction And Maintenance Of Highways, Streets, And Bridges," latest edition. Provide conduits listed under Item 618 on the MPL under "Roadway Illumination and Electrical Supplies." Provide conduit types according to the descriptive code or as shown on the plans. Do not substitute other types of conduits for those shown. Provide liquidtight flexible metal conduit (LFMC) when flexible conduit is called for on galvanized steel rigid metallic conduit (RMC) systems. Provide liquidtight flexible nonmetallic conduit (LFNC) when flexible conduit is called for on polyvinyl chloride (PVC) systems.

2. Provide galvanized steel RMC for all exposed conduits, unless otherwise shown on the plans. Properly bond all metal conduits.

3. Unless otherwise shown on the plans, provide junction boxes with a minimum size as shown in the following table, which applies to the greatest number of conductors entering the box through one conduit with no more than four conduits per box. When a mixture of conductor sizes is present, count the conductors as if all are of the larger size. For situations not applicable to the table, size junction boxes in accordance with NEC.

AWG	3 CONDUCTORS	5 CONDUCTORS	7 CONDUCTORS
#1	10" x 10" x 4"	12" x 12" x 4"	16" x 16" x 4"
#2	8" x 8" x 4"	10" x 10" x 4"	12" x 12" x 4"
#4	8" x 8" x 4"	10" x 10" x 4"	10" x 10" x 4"
#6	8" x 8" x 4"	8" x 8" x 4"	10" x 10" x 4"
#8	8" x 8" x 4"	8" x 8" x 4"	8" x 8" x 4"

4. Junction boxes with an internal volume of less than 100 cu. in. and supported by entering raceways must have threaded entries or hubs identified for the intended purpose and supported by connection of two or more rigid metal conduits. Secure conduit within 3 ft. of the enclosure or within 18 in. of the enclosure if all conduit entries are on the same side. Mechanically secure all junction boxes with an internal volume greater than 100 cu. inches.

5. Provide hot dipped galvanized cast iron or sand cast aluminum outlet boxes for junction boxes containing only 10 AWG or 12 AWG conductors. Do not use die cast aluminum boxes. Size outlet boxes according to the NEC.

6. Do not use intermediate metal conduit (IMC) or electrical metallic tubing (EMT) unless specifically required by the plan sheets. When EMT is called for, provide junction boxes made from galvanized steel sheeting, listed and approved for outdoor use, unless otherwise noted on the plans. Size all galvanized steel junction boxes in accordance with the NEC. Provide junction boxes for IMC conduit systems that meet the same requirements for junction boxes used with RMC systems.

7. Provide PVC junction boxes intended for outdoor use on PVC conduit systems, unless otherwise noted on the plans.

8. Provide PVC elbows in PVC conduit systems, unless otherwise shown on the plans. Use only a flat, high tensile strength polyester fiber pull tape for pulling conductors through the PVC conduit system. When galvanized steel RMC elbows are specifically called for in the plans and any portion of the RMC elbow is buried less than 18 in., ground the RMC elbow by means of a grounding bushing on a rigid metal extension. Grounding of the rigid metal elbow is not required if the entire RMC elbow is encased in a minimum of 2 in. of concrete. PVC extensions are allowed on these concrete encased rigid metal elbows. RMC or PVC elbows are subsidiary to various bid items.

9. When required, provide High-Density Polyethylene (HDPE) conduit with factory installed internal conductors according to Item 622 "Duct Cable." At the Contractor's request and with approval by the Engineer, substitute HDPE conduit with no conductors for bored schedule 40 or schedule 80 PVC conduit bid under Item 618. Ensure bored HDPE substituted for PVC is schedule 40 and of the same size PVC called for in the plans. Ensure the substituted HDPE meets the requirements of Item 622, except that the conduit is supplied without factory-installed conductors. Make the transition of the HDPE conduit to PVC (or RMC elbow when required) at the bore pit. Provide conduit of the size and schedule as shown on the plans. Do not extend substituted conduit into ground boxes or foundations. Provide PVC or galvanized steel RMC elbows as called for at all ground boxes and foundations.

10. Use two-hole straps when supporting 2 in. and larger conduits. On electrical service poles, properly sized stainless steel or hot dipped galvanized one-hole standoff straps are allowed on the service riser conduit.

B. CONSTRUCTION METHODS

1. Provide and install expansion joint conduit fittings on all structure-mounted conduits at the structure's expansion joints to allow for movement of the conduit. In addition, provide and install expansion joint fittings on all continuous runs of galvanized steel RMC conduit externally exposed on structures such as bridges at maximum intervals of 150 ft. When requested by the project Engineer, supply manufacturer's specification sheet for expansion joint conduit fittings. Repair or replace expansion joint fittings that do not allow for movement at no additional cost to the Department. Provide the method of determining the amount of expansion to the Engineer upon request. Do not use LFMC or LFNC as a substitute for the required expansion conduit fittings.

2. Space all conduit supports at maximum intervals of 5 ft. Install conduit spacers when attaching metal conduit to surface of concrete structures. See "Conduit Mounting Options" on ED(2). Install conduit support within 3 ft. of all enclosures and conduit terminations.

3. Do not attach conduit supports directly to pre-stressed concrete beams except as shown specifically in the plans or as approved by the Engineer.

4. Unless otherwise shown on the plans, jack or bore conduit placed beneath existing roadways, driveways, sidewalks, or after the base or surfacing operation has begun. Backfill and compact the bore pits below the conduit per Item 476 "Jacking, Boring, or Tunneling Pipe or Box" prior to installing conduit or duct cable to prevent bending of the connections.

5. When placing conduit in the sub-grade of new roadways, backfill all trenches with excavated material unless otherwise noted on the plans. When placing conduit in the sub-base of new roadways, backfill all trenches with cement-stabilized base as per requirements of Items 110 "Excavation", 400 "Excavation and Backfill for Structures", 401 "Flowable Backfill", 402 "Trench Excavation Protection", and 403 "Temporary Special Shoring."

6. Provide and place warning tape approximately 10 in. above all trenched conduit as per Item 618.

7. During construction, temporarily cap or plug open ends of all conduit and raceways immediately after installation to prevent entry of dirt, debris and animals. Temporary caps constructed of durable duct tape are allowed. Tightly fix the tape to the conduit opening. Clean out the conduit and prove it clear in accordance with Item 618 prior to installing any conductors.

8. Ensure conduit entry into the top of any enclosure is waterproof by installing conduit sealing hubs or using boxes with threaded bosses. This includes surface mounted safety switches, meter cans, service enclosures, auxiliary enclosures and junction boxes. Grounding bushings on water tight sealing hubs are not required.

9. Fit the ends of all PVC conduit terminations with bushings or bell end fittings. Provide and install a grounding type bushing on all metal conduit terminations.

10. Install a bonding jumper from each grounding bushing to the nearest ground rod, grounding lug, or equipment grounding conductor. Ensure all bonding jumpers are the same size as the equipment grounding conductor. Bonding of conduit used as a casing under roadways for duct cable is not required, if the duct extends the full length through the casing.

11. At all electrical services, install a 6 AWG solid copper grounding electrode conductor.

12. Place conduits entering ground boxes so that the conduit openings are between 3 in. and 6 in. from the bottom of the box. See the ground box detail on sheet ED(4).

13. Seal ends of all conduits with duct seal, expandable foam, or by other methods approved by the Engineer. Seal conduit immediately after completion of conductor installation and pull tests. Do not use duct tape as a permanent conduit sealant. Do not use silicone caulk as a conduit sealant.

14. File smooth the cut ends of all mounting strut and conduit. Before installing, paint the field cut ends of all mounting strut and RMC (threaded or non-threaded) with zinc rich paint (94% or more zinc content) to alleviate overspray. Use zinc rich paint to touch up galvanized material as allowed under Item 445 "Galvanizing." Do not paint non-galvanized material with a zinc rich paint as an alternative for materials required to be galvanized.

Texas Department of Transportation

Traffic Operations Division Standard

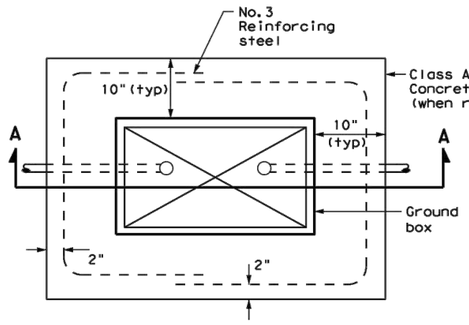
ELECTRICAL DETAILS CONDUITS & NOTES

ED(1)-14

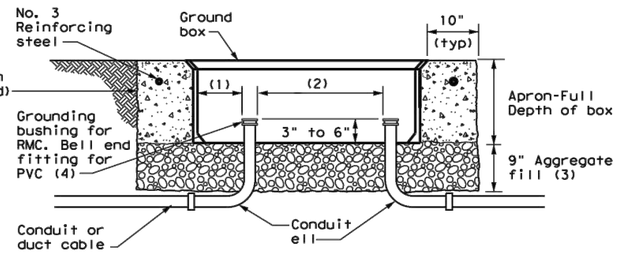
FILE: ed1-14.dgn	DN:	CK:	DW:	CK:
©TxDOT October 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				46

71A

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



PLAN VIEW



SECTION A - A

APRON FOR GROUND BOX

(1) Uniformly space ends of conduits within the ground box. Position ends of conduits so that ground box walls do not interfere with the installation of grounding bushings or bell end fittings.

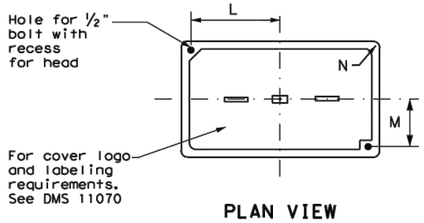
(2) Maintain sufficient space between conduits to allow for proper installation of bushing.

(3) Place aggregate under the box, not in the box. Aggregate should not encroach on the interior volume of the box.

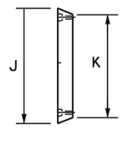
(4) Install a grounding bushing on the upper end of all RMC terminating in a ground box. Ground RMC elbows when any part of the elbow is less than 18 in. below the bottom of the ground box. Install a PVC bushing or bell end fitting on the upper end of all PVC conduits terminating in a ground box.

GROUND BOX DIMENSIONS	
TYPE	OUTSIDE DIMENSIONS (INCHES) (Width x Length X Depth)
A	12 X 23 X 11
B	12 X 23 X 22
C	16 X 29 X 11
D	16 X 29 X 22
E	12 X 23 X 17

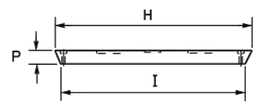
GROUND BOX COVER DIMENSIONS								
TYPE	DIMENSIONS (INCHES)							
	H	I	J	K	L	M	N	P
A, B & E	23 1/4	23	13 3/4	13 1/2	9 7/8	5 1/8	1 3/8	2
C & D	30 1/2	30 1/4	17 1/2	17 1/4	13 1/4	6 3/4	1 3/8	2



PLAN VIEW



END



SIDE

GROUND BOX COVER

GROUND BOXES

A. MATERIALS

1. Provide polymer concrete ground boxes measuring 16x30x24 in. (WxLxD) or smaller in accordance with Departmental Material Specification (DMS) 11070 "Ground Boxes" and Item 624 "Ground Boxes."
2. Provide Type A, B, C, D, and E ground boxes as shown in the plans, and as listed on the Material Producers List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies," Item 624.
3. Ensure ground box cover is correctly labeled in accordance with DMS 11070.
4. Provide larger ground boxes in accordance with Item 624 and as shown in the plans.

B. CONSTRUCTION METHODS

1. Remove all gravel and dirt from conduit. Cap all conduits prior to placing aggregate and setting ground box. Provide Grade 3 or 4 coarse aggregate as shown on Table 2 of Item 302 "Aggregates for Surface Treatments." Ensure aggregate bed is in place and at least 9 inches deep, prior to setting the ground box. Install ground box on top of aggregate.
2. Cast ground box aprons in place. Reinforcing steel may be field bent. Ensure the depth of concrete for the apron extends from finished grade to the top of the aggregate bed under the box. Ground box aprons, including concrete and reinforcing steel, are subsidiary to ground boxes when called for by descriptive code.
3. Keep bolt holes in the box clear of dirt. Bolt covers down when not working in ground boxes.
4. Install all conduits and ells in a neat and workmanlike manner. Uniformly space conduits so grounding bushings and bell end fittings can easily be installed.
5. Temporarily seal all conduits in the ground box until conductors are installed.
6. Permanently seal conduits immediately after the completion of conductor installation and pull tests. Permanently seal the ends of all conduits with duct seal, expandable foam, or other method as approved. Do not use duct tape as a permanent conduit sealant. Do not use silicone caulk as a sealant.
7. When a ground rod is present in a ground box, bond all equipment grounding conductors together and to the ground rod with listed connectors.
8. When a type B or D ground box is stacked to meet volume requirements, it is allowable to cut an appropriately sized hole for conduit entry in the side wall at least 18 inches below grade.
9. If an existing ground box in the contract has a metal cover, bond the cover to the equipment grounding conductor with a 3 ft. long stranded bonding jumper the same size as the grounding conductor. The bonding jumper is subsidiary to various bid items. Verify existing ground boxes with metal covers are shown on the plans, with notes fully describing the work required.
10. If other ground boxes with metal covers are within the project limits but are not part of the contract, the Engineer may direct the Contractor to bond the metal covers, identifying the specific boxes in writing. This work will be paid for separately.
11. Bond metal ground box covers to the grounding conductor with a tank ground type lug.

Texas Department of Transportation | Traffic Operations Division Standard

ELECTRICAL DETAILS
GROUND BOXES

ED(4)-14

FILE: ed4-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT October 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				47

71D

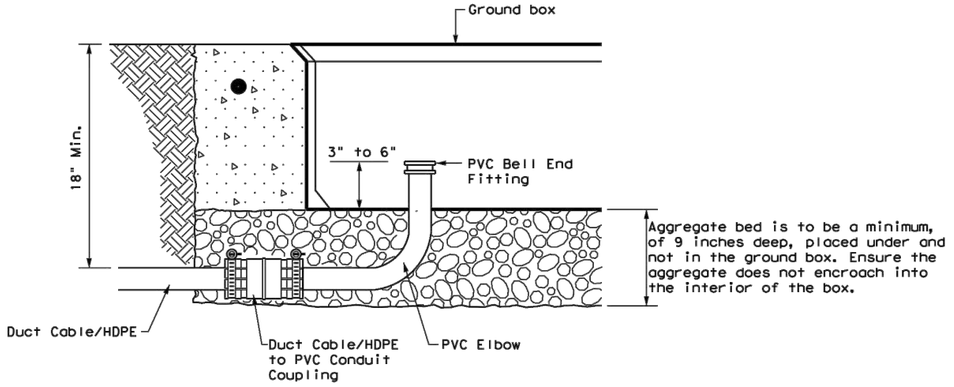
DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

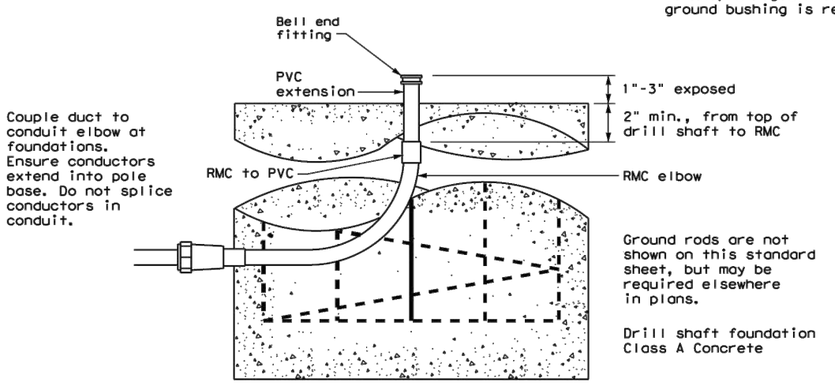
DUCT CABLE & HDPE CONDUIT NOTES

1. Provide duct cable in accordance with Departmental Material Specification (DMS) 11060 "Duct Cable" and Item 622 "Duct Cable." Provide duct cable as listed on the Material Producer List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies" Item 622.
2. Provide High-Density Polyethylene (HDPE) conduit in accordance with DMS 11060 and Item 618, "Conduit." Provide HDPE as listed on the MPL on the Department web site under "Roadway Illumination and Electrical Supplies," Item 618.
3. Supply duct cable with a minimum 2 in. diameter, unless otherwise shown in the plans. Provide duct cable and HDPE conduit as shown by descriptive code or on the plans. Bend duct cable and HDPE conduit as recommended by the manufacturer, with a minimum bending radius of 26 in. for 2 in. duct. Follow manufacturers' recommendations when handling duct cable and HDPE conduit reels and during installation of duct cable and HDPE conduit.
4. Do not splice conductors within duct cable or HDPE conduit. Couple duct cable and HDPE entering a ground box or foundation to a PVC elbow. When galvanized steel RMC elbows are called for in the plans and any portion of the RMC elbow is buried less than 18" from possible contact, ground the RMC elbow.
5. Furnish and install duct cable with factory installed conductors, sized as shown in the plans and as required by the National Electrical Code (NEC). The NEC contains specific requirements for duct cable in Article, "Nonmetallic Underground Conduit with Conductors: Type NUCC."
6. When conduit casing is called for in the plans, extend duct cable or HDPE conduit through the conduit casing in one continuous length without connection to the casing.
7. Seal the ends of duct cable or HDPE conduit with duct seal, expandable foam, or other approved method after completing the pull tests required by Item 622.
8. Provide minimum cover of 24 in. under roadways, 18 in. in other locations, or as shown on the plans.
9. Furnish and install listed fittings to couple duct cable or HDPE conduit to other types of conduit. Duct cable and HDPE conduit may be field-threaded and spliced with PVC or RMC threaded couplings; connected with listed tie-wrap fittings; connected using listed coupling made of HDPE with stainless steel external banding clamps and locking rings; connected with approved electrofusion conduit couplings; or connected using an approved chemical fusion method using an epoxy or adhesive specifically designed for HDPE couplings and connectors all installed in accordance with their manufacturer's instructions. Do not use PVC glue on HDPE. Do not use water pipe fittings, or connect conduit with heat shrink tubing.

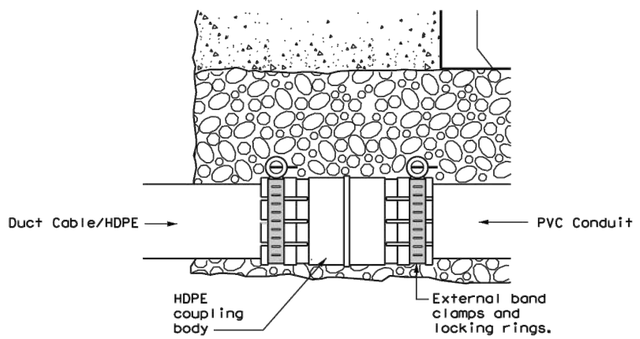


DUCT CABLE/HDPE AT GROUND BOX

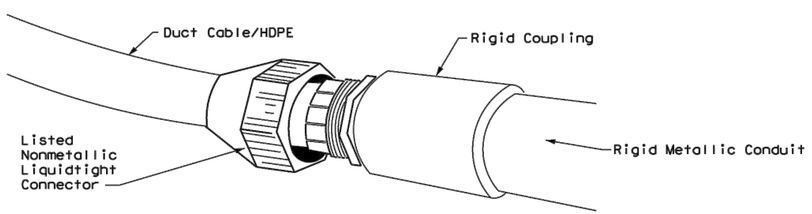
When the upper end of an RMC Ell does not enter the ground box, it may be extended with a SCH-40 PVC conduit nipple and bell end, provided there is a minimum of 18" of cover over all parts of the elbow. If not, a rigid extension and ground bushing is required.



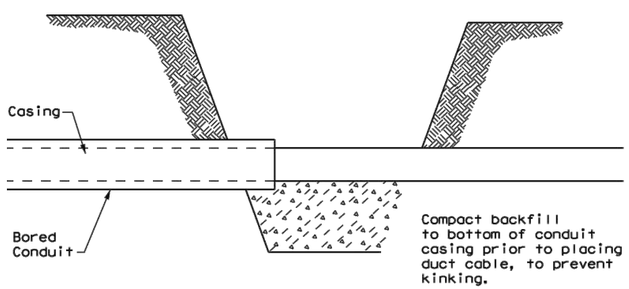
DUCT CABLE / HDPE AT FOUNDATION



DUCT CABLE/HDPE TO PVC



DUCT CABLE/HDPE TO RMC



BORE PIT DETAIL

Texas Department of Transportation | Traffic Operations Division Standard

ELECTRICAL DETAILS
DUCT CABLE/ HDPE CONDUIT

ED(11)-14

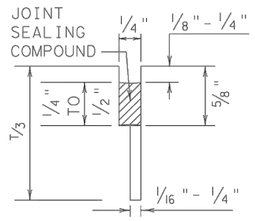
FILE: ed11-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT October 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				48

71L

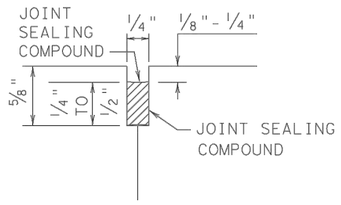
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

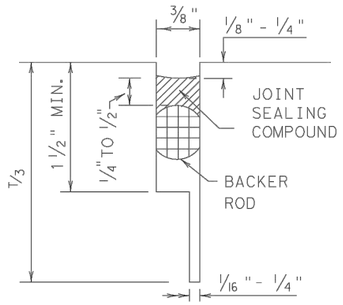
METHOD B: JOINT SEALING COMPOUND



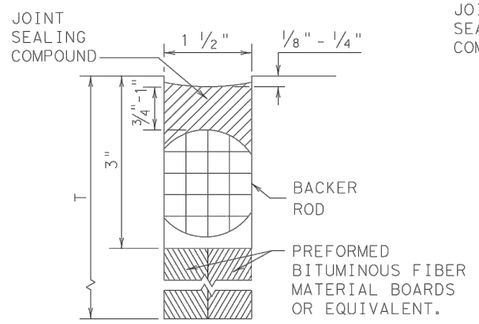
LONGITUDINAL SAWED CONTRACTION JOINT



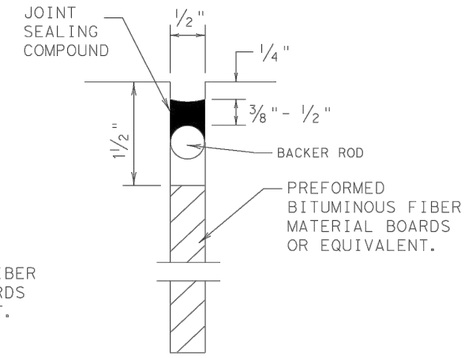
LONGITUDINAL OR TRANSVERSE CONSTRUCTION JOINT



TRANSVERSE SAWED CONTRACTION JOINT

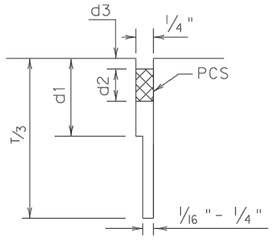


TRANSVERSE FORMED EXPANSION JOINT

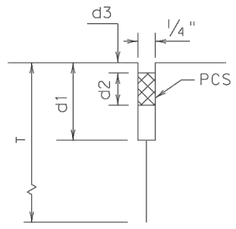


FORMED ISOLATION JOINT

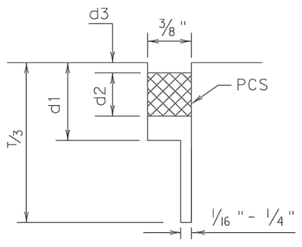
METHOD A: PREFORMED COMPRESSION SEALS (PCS)(DMS-6310 CLASS 6)



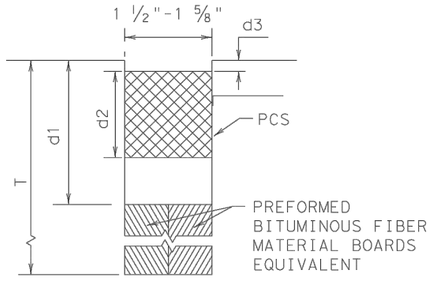
LONGITUDINAL SAWED CONTRACTION JOINT



LONGITUDINAL CONSTRUCTION JOINT



TRANSVERSE SAWED CONTRACTION JOINT



TRANSVERSE FORMED EXPANSION JOINT

GENERAL NOTES

1. UNLESS OTHERWISE SHOWN IN THE PLANS, EITHER METHOD "A" OR METHOD "B" MAY BE USED.
2. THE LOCATION OF JOINTS SHALL BE AS SHOWN ELSEWHERE IN THE PLANS.
3. THE JOINT RESERVOIR FOR SEALANT OR PCS SHALL BE SAWED UNLESS OTHERWISE SHOWN ON THE PLANS FOR THE LONGITUDINAL AND TRANSVERSE CONSTRUCTION JOINTS AND THE SAWED JOINTS.
4. DIMENSIONS d1, d2, AND d3 SHOWN IN METHOD A SHALL BE IN ACCORDANCE WITH THE PREFORMED COMPRESSION SEAL MANUFACTURER'S RECOMMENDATION.
5. REFER TO DMS-6310 "JOINT SEALANTS AND FILLERS" FOR THE CLASSIFICATIONS.
6. FOR SAWED LONGITUDINAL JOINT, LONGITUDINAL OR TRANSVERSE CONSTRUCTION JOINT, USE JOINT SEALANT CLASS 5 OR 8 UNLESS OTHERWISE SHOWN ON THE PLAN OR APPROVED.
7. FOR TRANSVERSE SAWED CONTRACTION, TRANSVERSE FORMED EXPANSION JOINT, AND ISOLATION JOINT USE JOINT SEALANT CLASS 5 OR 8 AT NEW JOINTS. USE JOINT SEALANT CLASS 4,5,7,OR 8 FOR MAINTAINING EXISTING JOINTS.
8. THE JOINTS SHALL BE CLEANED IN ACCORDANCE WITH THE ITEM 438 "CLEANING AND SEALING JOINTS" OR ITEM 713 "CLEANING AND SEALING JOINTS AND CRACKS (CONCRETE PAVEMENT)".
9. ISOLATION JOINTS ACCOMMODATE HORIZONTAL AND VERTICAL MOVEMENTS THAT OCCUR BETWEEN A PAVEMENT AND A STRUCTURE. ISOLATION JOINTS MAY BE USED FOR BRIDGE ABUTMENTS, INTERSECTIONS, CURB AND GUTTER, OLD AND NEW PAVEMENTS, OR AROUND DRAINAGE INLETS, MANHOLES, FOOTINGS AND LIGHTING STRUCTURES.

Texas Department of Transportation | Design Division Standard

CONCRETE PAVING DETAILS

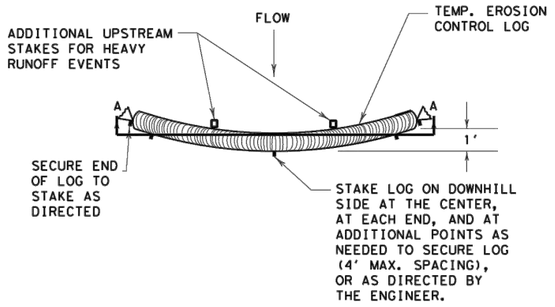
JOINT SEALS

JS-14

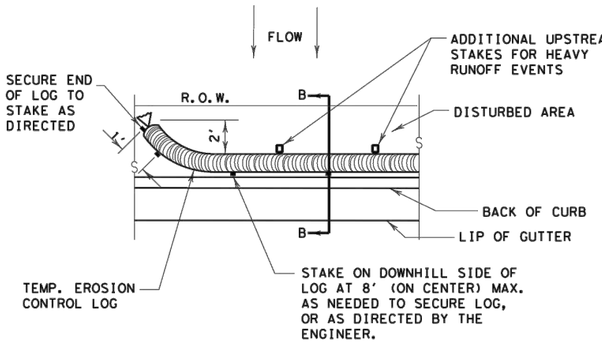
FILE: js14.dgn	DN: TxDOT	DN: HC	DW: HC	CK: AN
©TxDOT: DECEMBER 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				49

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

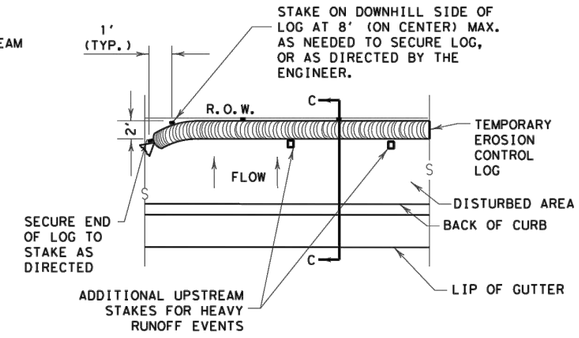
DATE:
FILE:



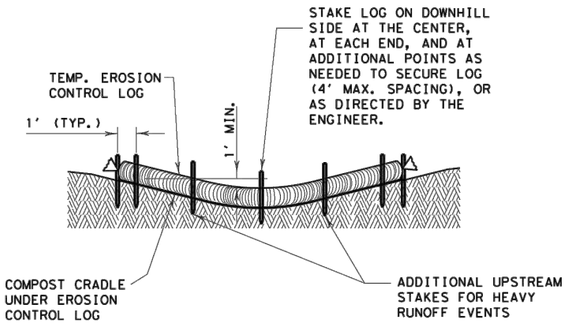
PLAN VIEW



PLAN VIEW



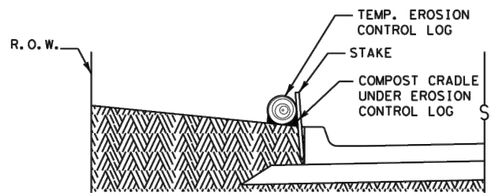
PLAN VIEW



SECTION A-A

EROSION CONTROL LOG DAM

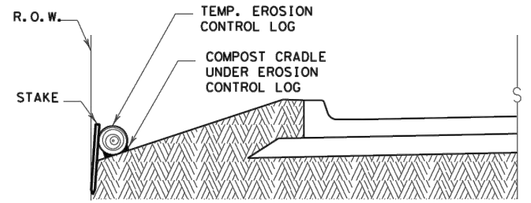
CL-D



SECTION B-B

EROSION CONTROL LOG AT BACK OF CURB

CL-BOC



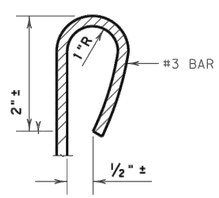
SECTION C-C

EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY

CL-ROW

LEGEND

- CL-D — EROSION CONTROL LOG DAM
- CL-BOC — EROSION CONTROL LOG AT BACK OF CURB
- CL-ROW — EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY
- CL-SST — EROSION CONTROL LOGS ON SLOPES STAKE AND TRENCHING ANCHORING
- CL-SSL — EROSION CONTROL LOGS ON SLOPES STAKE AND LASHING ANCHORING
- CL-DI — EROSION CONTROL LOG AT DROP INLET
- CL-CI — EROSION CONTROL LOG AT CURB INLET
- CL-GI — EROSION CONTROL LOG AT CURB & GRATE INLET



REBAR STAKE DETAIL

GENERAL NOTES:

1. EROSION CONTROL LOGS SHALL BE INSTALLED IN ACCORDANCE WITH MANFACTURER'S RECOMMENDATIONS, OR AS DIRECTED BY THE ENGINEER.
2. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED.
3. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
4. FILL LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE THE MINIMUM COMPACTED DIAMETER SPECIFIED IN THE PLANS WITHOUT EXCESSIVE DEFORMATION.
5. STAKES SHALL BE 2" X 2" WOOD OR #3 REBAR, 2'-4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED BY THE ENGINEER.
6. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.
7. COMPOST CRADLE MATERIAL IS INCIDENTAL & WILL NOT BE PAID FOR SEPARATELY.
8. SANDBAGS USED AS ANCHORS SHALL BE PLACED ON TOP OF LOGS & SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
9. TURN THE ENDS OF EACH ROW OF LOGS UPSLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
10. FOR HEAVY RUNOFF EVENTS, ADDITIONAL UPSTREAM STAKES MAY BE NECESSARY TO KEEP LOG FROM FOLDING IN ON ITSELF.

SEDIMENT BASIN & TRAP USAGE GUIDELINES

An erosion control log sediment trap may be used to filter sediment out of runoff draining from an unstabilized area.

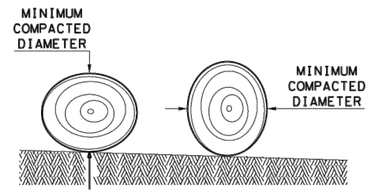
Log Traps: The drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Control logs should be placed in the following locations:

1. Within drainage ditches spaced as needed or min. 500' on center
2. Immediately preceding ditch inlets or drain inlets
3. Just before the drainage enters a water course
4. Just before the drainage leaves the right of way
5. Just before the drainage leaves the construction limits where drainage flows away from the project.

The logs should be cleaned when the sediment has accumulated to a depth of 1/2 the log diameter.

Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.



DIAMETER MEASUREMENTS OF EROSION CONTROL LOGS SPECIFIED IN PLANS

SHEET 1 OF 3

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

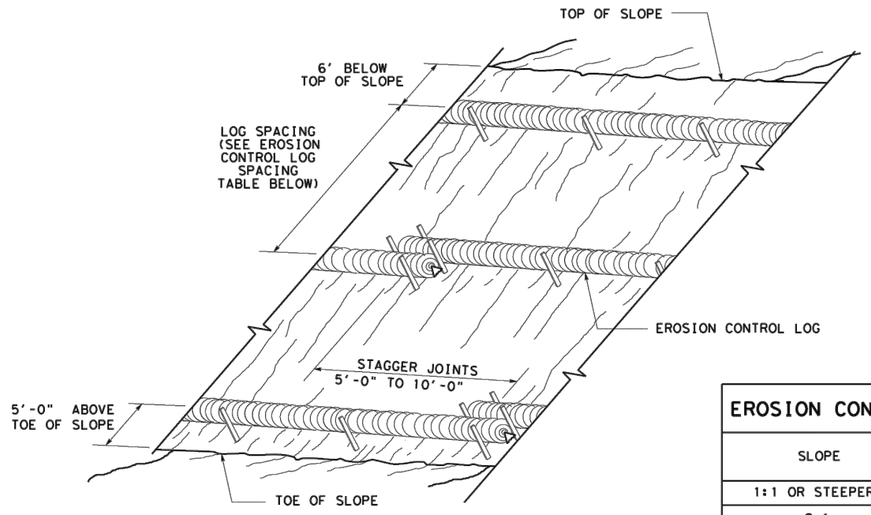
EROSION CONTROL LOG

EC(9)-16

FILE: ec916	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				50

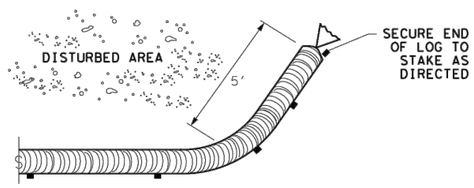
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



EROSION CONTROL LOGS ON SLOPES
STAKE AND TRENCHING ANCHORING

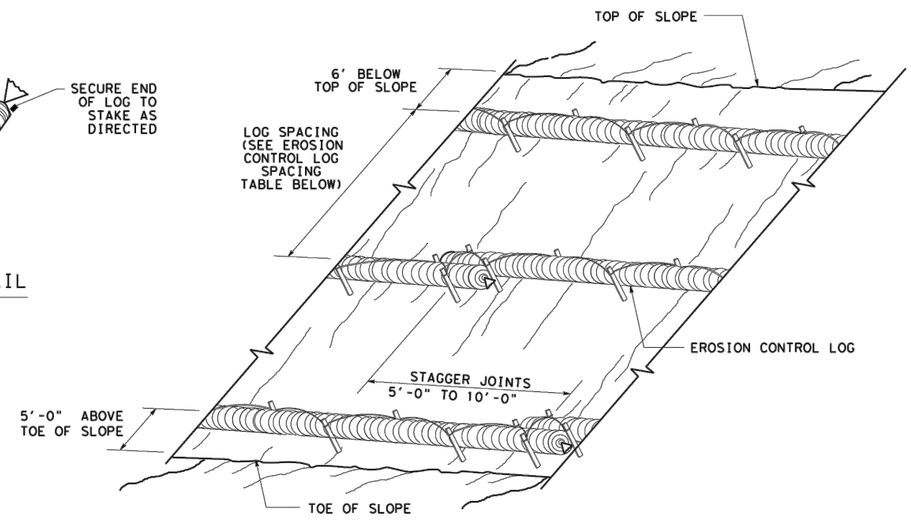
CL-SST



END SECTION RAP DETAIL

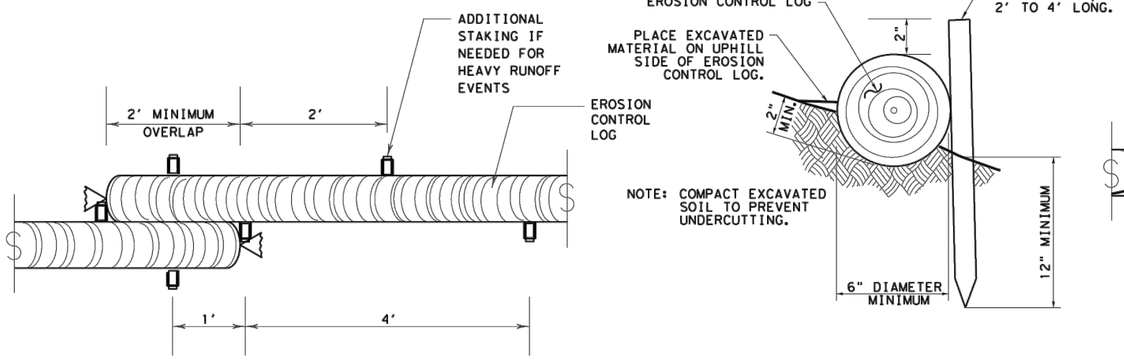
EROSION CONTROL LOG SPACING TABLE				
SLOPE	LOG DIAMETER			
	6"	8"	12"	18"
1:1 OR STEEPER	5'	10'	15'	20'
2:1	10'	20'	30'	40'
3:1	15'	30'	45'	60'
4:1 OR FLATTER	20'	40'	60'	80'

* ADJUSTMENTS CAN BE MADE FOR SOIL TYPE:
SOFT, LOAMY SOILS-ADJUST ROWS CLOSER TOGETHER;
HARD, ROCKY SOILS- ADJUST ROWS FARTHER APART



EROSION CONTROL LOGS ON SLOPES
STAKE AND LASHING ANCHORING

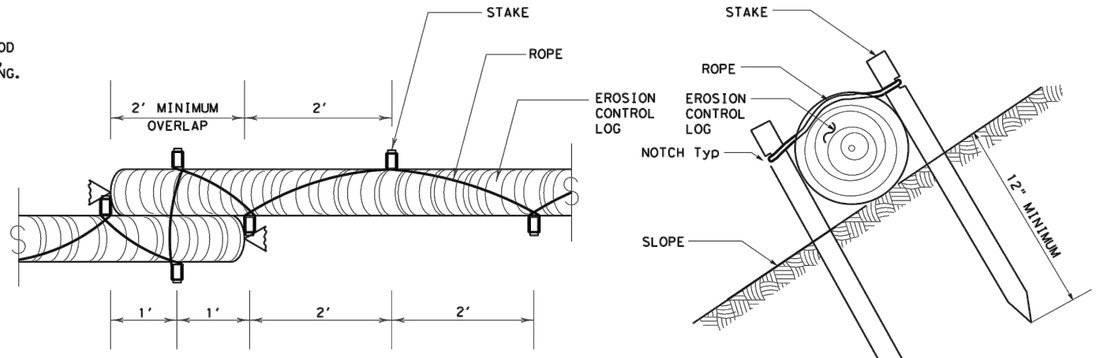
CL-SSL



STAKE AND TRENCHING ANCHORING DETAIL

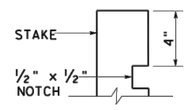
CL-SST

TRENCH DEPTH TABLE	
LOG DIAMETER	DEPTH
6"	2"
8"	3"
12"	4"
18"	5"



STAKE AND LASHING ANCHORING DETAIL

CL-SSL



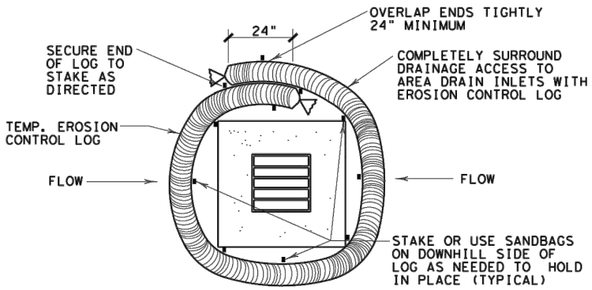
STAKE NOTCH DETAIL

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES
EROSION CONTROL LOG
EC(9)-16

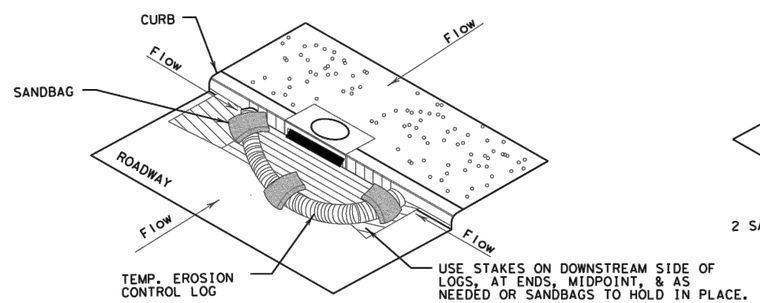
FILE: ec116	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS			
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY			
REVISIONS							
	DIST	COUNTY		SHEET NO.			
				51			

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



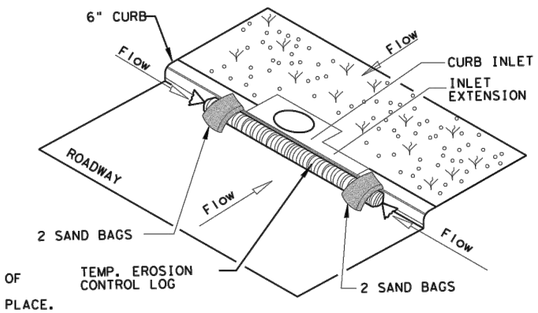
EROSION CONTROL LOG AT DROP INLET

CL-DI



EROSION CONTROL LOG AT CURB INLET

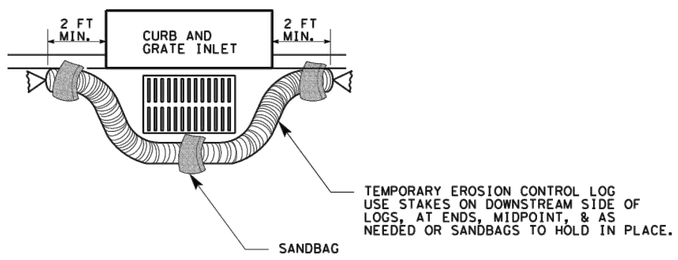
CL-CI



EROSION CONTROL LOG AT CURB INLET

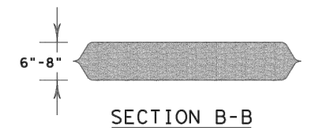
CL-CI

NOTE:
EROSION CONTROL LOGS USED AT CURB INLETS SHOULD ONLY BE USED IF THEY WILL NOT IMPEDE TRAFFIC OR FLOOD THE ROADWAY OR WHEN THE STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.

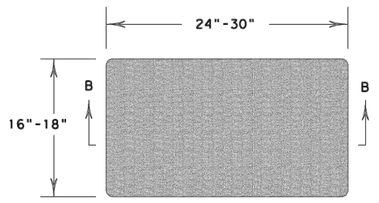


EROSION CONTROL LOG AT CURB & GRADE INLET

CL-GI



SECTION B-B



SANDBAG DETAIL

SHEET 3 OF 3

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

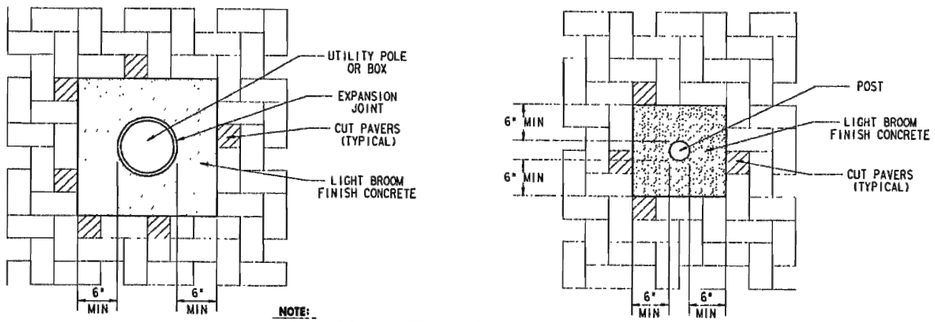
EROSION CONTROL LOG

EC(9)-16

FILE: ec916	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS			
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY			
REVISIONS							
	DIST	COUNTY		SHEET NO.			
				52			

DATE:
FILE:

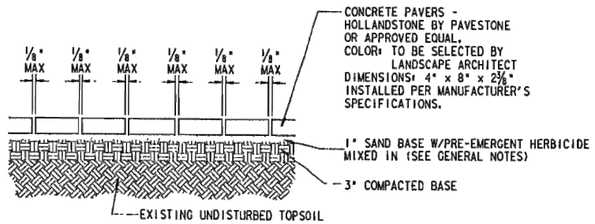
DESCRIPTION	DATE	REVISED BY



NOTE:
A CONCRETE PAD (4" DEPTH) SHALL BE PLACED AROUND ALL UTILITY POLES, BOXES, AND POSTS ON THE SITE. A MINIMUM OF 6" OF CONCRETE SHALL EXTEND BEYOND THE EDGE OF ANY POLE OR POST. THIS PAD SHALL COINCIDE WITH THE PATTERN OF THE PAVERS. THE AMOUNT OF CUT BRICKS SHALL BE KEPT TO A MINIMAL AMOUNT.

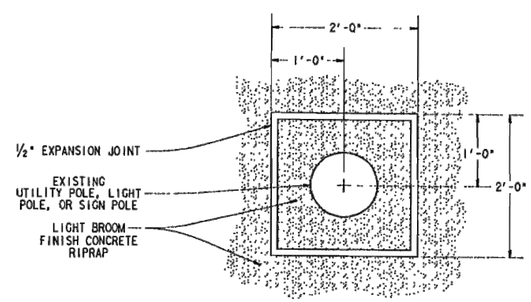
1/10 TYPICAL CONCRETE PADS AT POLES AND POSTS

NOT TO SCALE



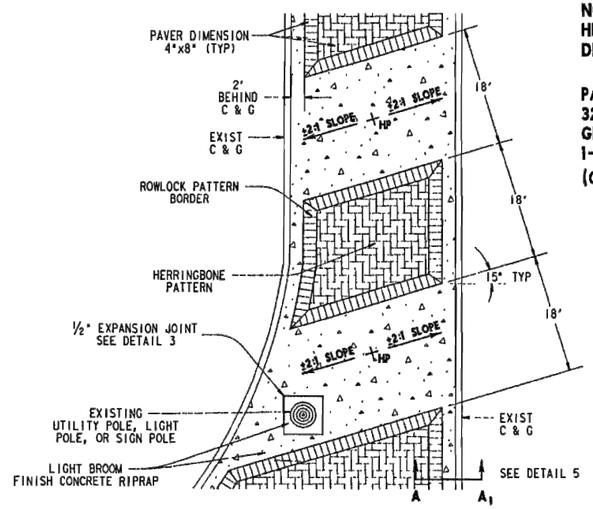
2/10 PAVER DETAIL

NOT TO SCALE



3/10 UTILITY POLE AND EXPANSION JOINT DETAILS

NOT TO SCALE

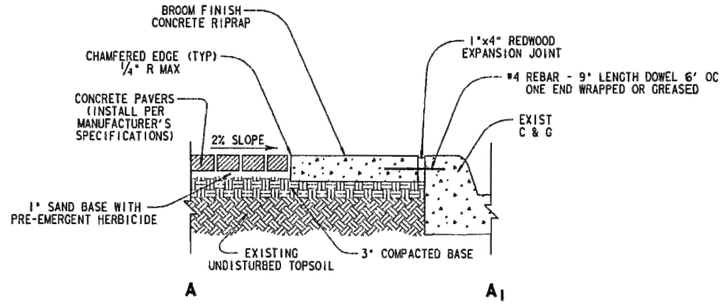


NOTE: INSTALLATION PATTERN SHALL BE HERRINGBONE. PATTERN ORIENTATION AS DIRECTED BY THE ENGINEER.

PAVESTONE CONCRETE PAVERS
3215 WM. D. TATE AVE
GRAPEVINE, TEXAS 76051
1-800-772-7834 OR (214) 404-0400
(OR APPROVED EQUAL)

4/10 TYPICAL MEDIAN PAVER PATTERN AND DETAILS

NOT TO SCALE



5/10 PAVER AND RIPRAP BEHIND CURB DETAILS

NOT TO SCALE

LANDSCAPE CONSTRUCTION DETAILS

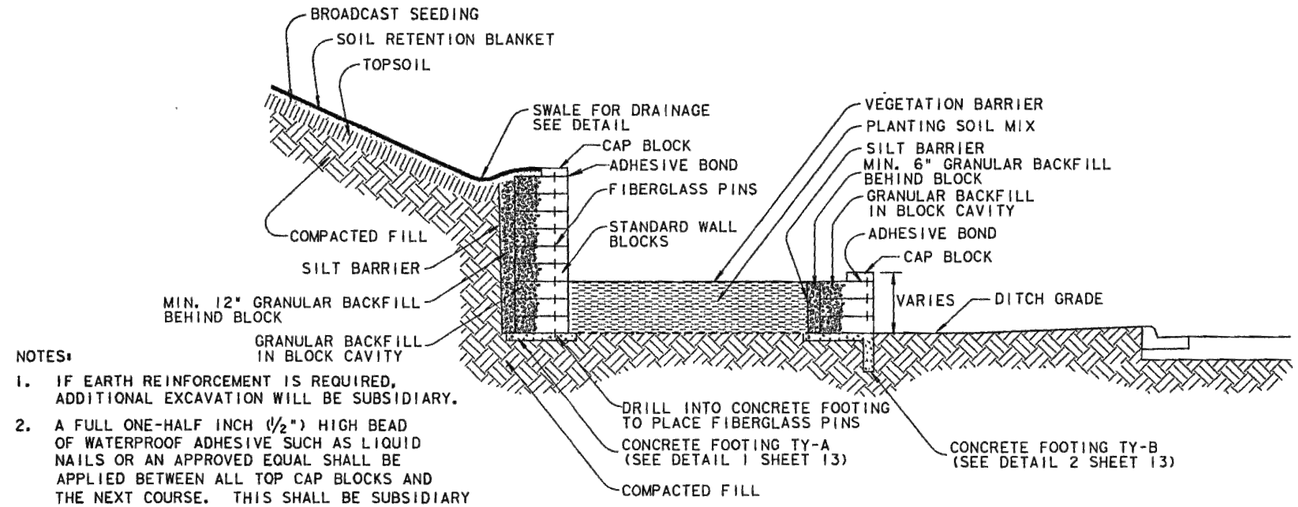
SHEET 10 OF 10

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.			SHEET NO.
6	STP 93 (215)UM			91
STATE	STATE DIST. NO.	COUNTY		
TEXAS	06	MIDLAND		
CONT.	SECT.	JOB	HIGHWAY NO.	
1188	02	046	LP 250	

/usr/d0674g1/Land/1188c01.dc

PLAN

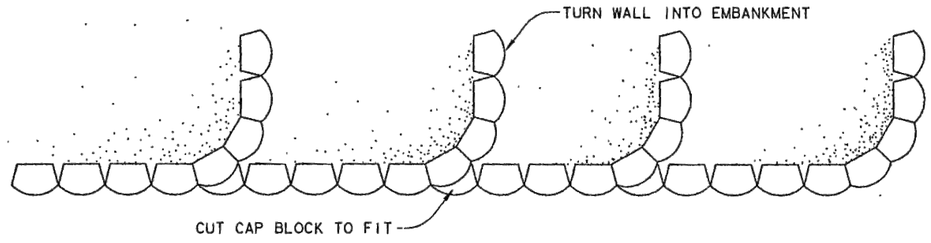
NO.	DESCRIPTION	DATE	REVISED BY

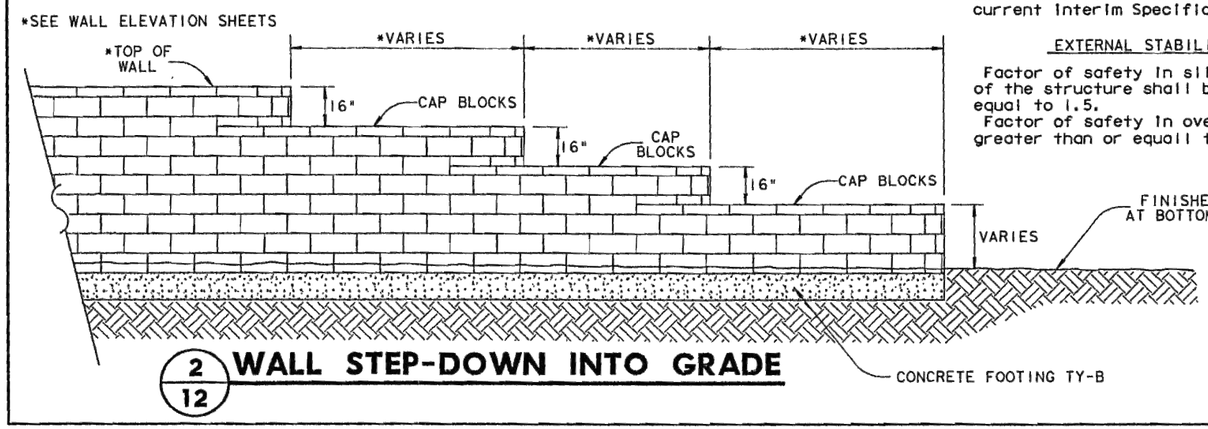


NOTES:

1. IF EARTH REINFORCEMENT IS REQUIRED, ADDITIONAL EXCAVATION WILL BE SUBSIDIARY.
2. A FULL ONE-HALF INCH (½") HIGH BEAD OF WATERPROOF ADHESIVE SUCH AS LIQUID NAILS OR AN APPROVED EQUAL SHALL BE APPLIED BETWEEN ALL TOP CAP BLOCKS AND THE NEXT COURSE. THIS SHALL BE SUBSIDIARY TO THIS ITEM.

1/12 TYPICAL SECTION - RETAINING WALL AND PLANTING BED





2/12 WALL STEP-DOWN INTO GRADE

GENERAL NOTES:

Sections and Typical Elevation shown are for informational purposes. Specific block shape and dimensions and location of earth reinforcements will vary depending on the components used.

Backfill behind each retaining wall shall be compacted to desired density prior to placing next retaining wall course, as approved by the engineer.

DESIGN PARAMETERS

Structure shall be based on the following design parameters:

Random Backfill: Unit weight= 125 pcf ø=30° c=0 ksf

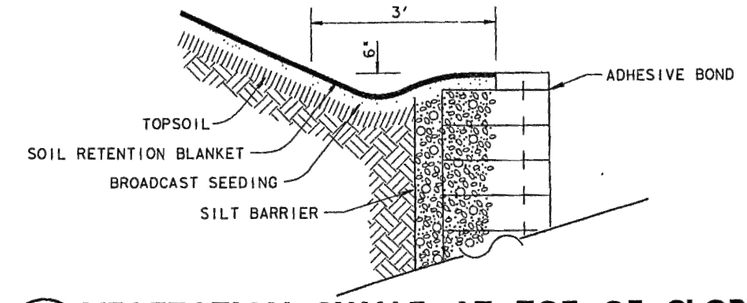
Select Backfill: Unit weight= 125 pcf ø=34° c=0 ksf

Stress in steel and concrete shall be in accordance with A.A.S.H.T.O. 1989 and current interim Specifications.

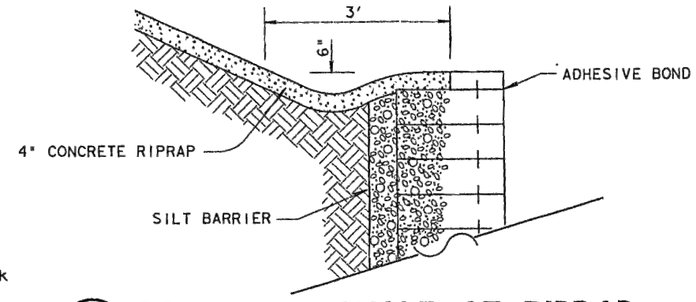
EXTERNAL STABILITY CRITERIA

Factor of safety in sliding along the base of the structure shall be greater than or equal to 1.5.

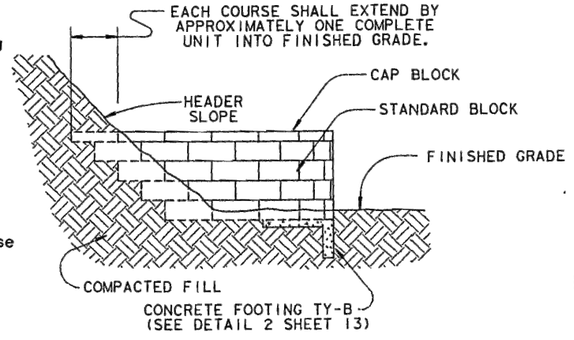
Factor of safety in overturning shall be greater than or equal to 2.0.



3/12 VEGETATION SWALE AT TOE OF SLOPE



4/12 CONCRETE SWALE AT RIPRAP



5/12 WALL INTO SLOPE

STATE OF TEXAS
MICHAEL V. CHETTY
55715
REGISTERED PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by MICHAEL V. CHETTY P.E. 55715, on 7 May, 1993.

P.E.

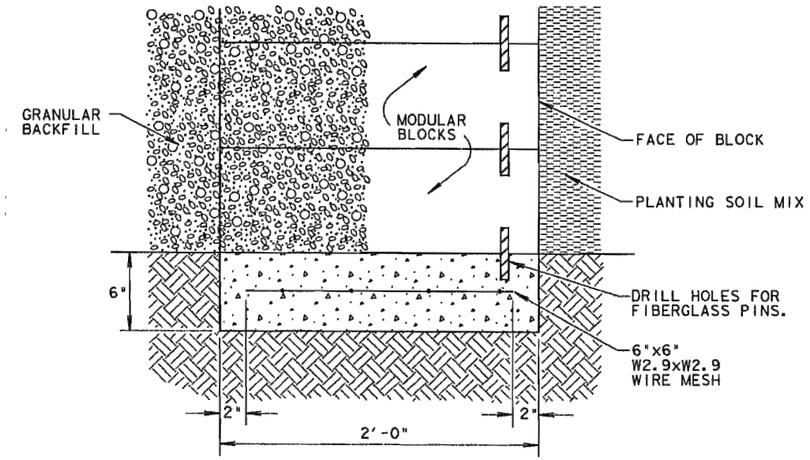
SHEET 12 OF 13

FED. RD. DIV. NO.	STATE AID PROJECT NO.		SHEET NO.
6	STP93(215)UM		8(
STATE	STATE DIST. NO.	COUNTY	
TEXAS	06	MIDLAND	
CONTROL	SECTION	JOB	HIGHWAY NO.
1188	02	046	LP 250

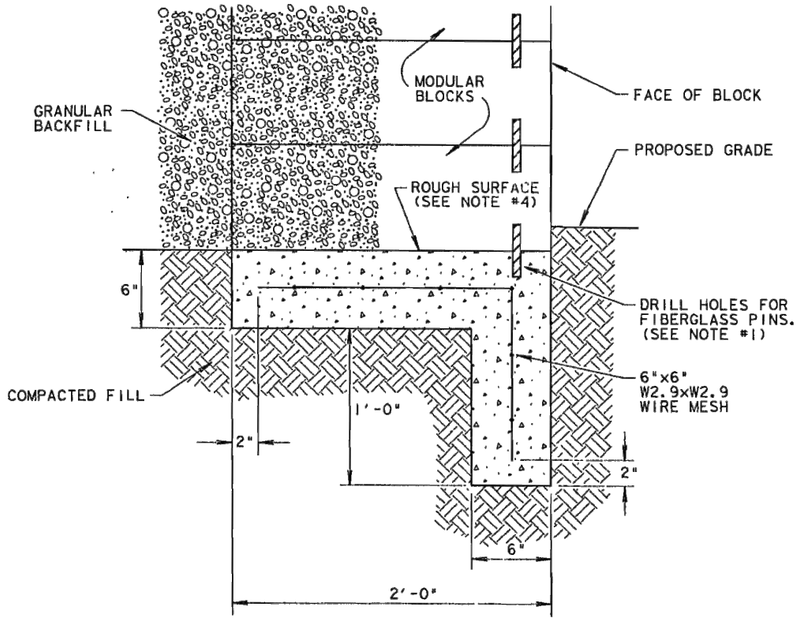
WALL AND SWALE CONSTRUCTION DETAILS

/usr/d0674l3/1188p01.dgn

DESCRIPTION	DATE	REVISED BY



1/13 TYPE A - FOOTING DETAIL



2/13 TYPE B - FOOTING DETAIL

NOTES:

1. Drilling Holes For Fiberglass Pins Will Not Be Required In Front Planting Bed Walls.
2. Type B Footing Will Be Used In All Locations Where Ditch Grade Is In Front Of Wall.
3. Type A Footing Is Used On All Retaining Walls Which Have A Planting Bed In Front Of Them.
4. Rough Surface On Top Of Footing Is Only Required Where Fiberglass Pins Are Not Required To Be Drilled Into Concrete Footing.

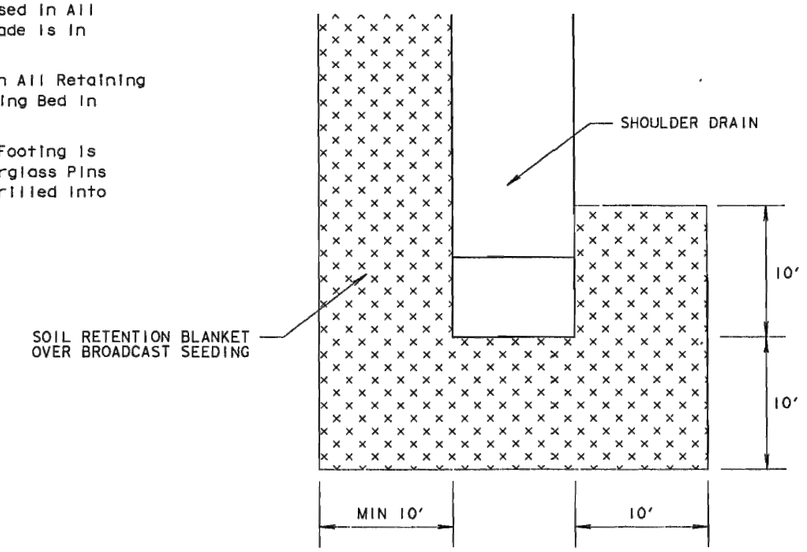
DRILL SEEDING LOCATIONS & AREAS

STATIONS	NORTH MEDIAN AREA SY.	CENTER MEDIAN AREA SY.	SOUTH MEDIAN AREA SY.
360+00-376+00	3008	2223	2753
376+00-389+00	10921	5778	11633
389+00-402+00	10195	5778	10111
402+00-415+00	9396	5778	9208
415+00-428+00	8103	4667	5229
428+00-441+00	6938	5778	7163
441+00-454+00	4456	5778	4516
454+00-467+00	7365	5778	10488
467+00-480+00	3059	4889	6478
480+00-493+00	9710	5778	8135
493+00-506+00	5599	5778	4610
506+00-519+00	2928	6373	3187
TOTAL	81678	64376	83511
TOTAL DRILL SEEDING AREA			229565

NORTH MEDIAN AREA
MEDIAN AREA BETWEEN THE WEST BOUND FRONTAGE ROAD AND THE THE WEST BOUND MAIN LANES.

CENTER MEDIAN AREA
MEDIAN AREA BETWEEN THE WEST BOUND MAIN LANES AND THE EAST BOUND MAIN LANES.

SOUTH MEDIAN AREA
MEDIAN AREA BETWEEN THE EAST BOUND FRONTAGE ROAD AND THE THE EAST BOUND MAIN LANES.



3/13 SOIL RETENTION BLANKET AND BROADCAST SEEDING AREA

STATE OF TEXAS
MICHAEL V. CHETTY
55715
REGISTERED PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by MICHAEL V. CHETTY P.E. 55715, on 5 May A 1972

P.E.

SHEET 13 OF 13

WALL AND SEEDING DETAILS

FED.RD DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6	STP93(216)UM		81
STATE	STATE DIST.NO.	COUNTY	
TEXAS	6	MIDLAND	
CONT.	SECT.	JOB	HIGHWAY NO.
1188	02	046	LP 250

/usr/d0674131188b01.dgn

PLAN

PACKET
6.84
April 13, 2021

T20-03 -- Midland Park Mall Traffic Improvements

NO.	TxDOT ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL BID
1	104 6014	REMOVING CONC (FOUNDATIONS) One hundred sixty five dollars and Eighty Five cents per cubic yard.	CY	8	$ 165.85	$ 1,326.80
2	104 6022	REMOVING CONC (CURB AND GUTTER) Eleven dollars and Thirty cents per linear foot.	LF	1261	$ 11.30	$ 14,249.30
3	104 6024	REMOVING CONC (RETAINING WALLS) One hundred seventy seven dollars and No cents per square yard.	SY	23	$ 177.00	$ 4,071.00
4	104 6040	REMOVING CONC (PAVERS) Thirty eight dollars and fifty cents per square yard.	SY	137	$ 38.50	$ 5,274.50
5	104 6041	REMOVING CONC (GND BOX W/ APRON) Six hundred thirty eight dollars and No cents per each.	EA	2	$ 638.00	$ 1,276.00
6	105 6008	REMOVING STAB BASE AND ASPH PAV (6") Fifty three dollars and thirty cents per square yard.	SY	40	$ 53.30	$ 2,132.00
7	528 6006	REMOVE AND RELAY PAVERS One hundred fifty five dollars and Thirty cents per square yard.	SY	88	$ 155.30	$ 13,666.40
8	644 6068	RELOCATE SM RD SN SUP&AM TY 10BWG Seven hundred thirty dollars and forty cents per each.	EA	8	$ 730.40	$ 5,843.20

T20-03 -- Midland Park Mall Traffic Improvements

NO.	TxDOT ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL BID
9	644 6076	REMOVE SM RD SN SUP&AM Ninety nine dollars and No cents per each.	EA	4	$ 99.00	$ 396.00
10	677 6001	ELIM EXT PAV MRK & MRKS (4") Five dollars and seventy eight cents per linear foot.	LF	422	$ 5.78	$ 2,439.16
11	677 6003	ELIM EXT PAV MRK & MRKS (8") Eleven dollars and Fifty five cents per linear foot.	LF	634	$ 11.55	$ 7,322.70
12	677 6007	ELIM EXT PAV MRK & MRKS (24") Thirty four dollars and sixty five cents per linear foot.	LF	50	$ 34.65	$ 1,732.50
13	677 6008	ELIM EXT PAV MRK & MRKS (ARROW) One hundred sixty five dollars and No cents per each.	EA	4	$ 165.00	$ 660.00
14	677 6012	ELIM EXT PAV MRK & MRKS (WORD) One hundred eighty one dollars and Fifty cents per each.	EA	4	$ 181.50	$ 726.00
15	690 6057	REMOVAL OF PEDESTRIAN RAMPS Seven hundred One dollars and seventy five cents per each.	EA	2	$ 701.75	$ 1,403.50
16	690 6067	REMOVAL OF LUMINAIRE MAST ARMS Fifty five dollars and No cents per each.	EA	1	$ 55.00	$ 55.00

T20-03 -- Midland Park Mall Traffic Improvements

NO.	TxDOT ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL BID
17	690 6127	REMOVE LUMINAIRE POLE One thousand seven hundred twenty five dollars and No cents per each.	EA	1	$ 1,725.00	$ 1,725.00
18	752 6006	TREE REMOVAL (12" - 18" DIA) Eight hundred sixty two dollars and No cents per each.	EA	3	$ 862.00	$ 2,586.00
19	247 6064	FL BS (CMP IN PLC)(TY A GR 4) (6") thirty one dollars and twenty cents per square yard.	SY	1485	$ 31.20	$ 46,332.00
20	529 6005	CONC CURB (MONO) (TY II) Twenty two dollars and Thirty cents per linear foot.	LF	1080	$ 22.30	$ 24,084.00
21	531 6017	CURB RAMPS (TY 1) Two thousand seventy five dollars and No cents per each.	EA	2	$ 2,075.00	$ 4,150.00
22	432 6001	RIPRAP (CONC)(4 IN) Nine hundred ninety one dollars and Twenty five cents per cubic yard.	CY	7	$ 991.25	$ 6,938.75
23	360 6002	CONC PVMT (CONT REINF - CRCP) (8") One hundred twenty dollars and fifteen cents per square yard.	SY	1217	$ 120.15	$ 146,222.55
24	423 6004	RETAINING WALL (CONC BLOCK) Sixty one dollars and Sixty cents per square feet.	SF	120	$ 61.60	$ 7,392.00

T20-03 -- Midland Park Mall Traffic Improvements

NO.	TxDOT ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL BID
25	420 6043	CL C CONC (FOOTING) One thousand two hundred eighteen dollars and No cents per cubic yard.	CY	6	$ 1,218.00	$ 7,308.00
26	690 6125	INSTALL LUMINAIRE POLE Five thousand one hundred fifteen dollars and No cents per each.	EA	1	$ 5,115.00	$ 5,115.00
27	690 6069	INSTALL OF LUMINAIRE MAST ARMS Fifty five dollars and No cents per each.	EA	1	$ 55.00	$ 55.00
28	690 6002	INSTALL OF CONDUIT BY TRENCHING Twenty two dollars and No cents per linear foot.	LF	75	$ 22.00	$ 1,650.00
29	690 6008	INSTALL OF GROUND BOXES Two thousand ninety dollars and No cents per each.	EA	2	$ 2,090.00	$ 4,180.00
30	620 6007	ELEC CONDR (NO.8) BARE One dollars and Fifty four cents per linear foot.	LF	150	$ 1.54	$ 231.00
31	620 6008	ELEC CONDR (NO.8) INSULATED One dollars and sixty five cents per linear foot.	LF	300	$ 1.65	$ 495.00
32	644 6067	IN SM RD SN SUP&AM (INST SIGN ONLY) Four hundred fifty one dollars and No cents per each.	EA	3	$ 451.00	$ 1,353.00

T20-03 -- Midland Park Mall Traffic Improvements

NO.	TxDOT ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL BID
33	666 6003	REFL PAV MRK TY I (W)4"(BRK)(100MIL) One dollars and Ninety three cents per linear foot.	LF	153	$ 1.93	$ 295.29
34	666 6012	REFL PAV MRK TY I (W)4"(SLD)(100MIL) One dollars and Ninety three cents per linear foot.	LF	1690	$ 1.93	$ 3,261.70
35	666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL) Three dollars and eighty five cents per linear foot.	LF	1330	$ 3.85	$ 5,120.50
36	666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL) Eleven dollars and Fifty five cents per linear foot.	LF	120	$ 11.55	$ 1,386.00
37	666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL) One hundred fifteen dollars and fifty cents per each.	EA	13	$ 115.50	$ 1,501.50
38	666 6063	REFL PAV MRK TY I(W)(UTURN ARW)(100MIL) One hundred twenty one dollars and No cents per each.	EA	4	$ 121.00	$ 484.00
39	666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL) One hundred eighteen dollars and twenty five cents per each.	EA	8	$ 118.25	$ 946.00
40	672 6007	REFL PAV MRKR TY I-C Five dollars and Seventy eight cents per each.	EA	7	$ 5.78	$ 40.46

T20-03 -- Midland Park Mall Traffic Improvements

NO.	TxDOT ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL BID
41	672 6010	REFL PAV MRKR TY II-C-R Five dollars and seventy eight cents per each.	EA	69	$ 5.78	$ 398.82
42	500 6001	MOBILIZATION One hundred thirty three thousand seven hundred sixty dollars and thirty seven cents per lump sum.	LS	1	$ 133,760.37	$ 133,760.37
43	7140 6049	TRAFFIC CONTROL Ten thousand seven hundred ten dollars and No cents per month.	MO	4	$ 10,710.00	$ 42,840.00
44	N/A	OWNER'S ALLOWANCE (SEE NOTE 1 BELOW) Twenty thousand dollars and no cents per lump sum.	LS	1	$ 20,000.00	$ 20,000.00
TOTAL (Items 1 through 44)						$ 532,426.00

NOTE 1 - Item 44, OWNER'S ALLOWANCE, is intended to allow for the City to adjust or expand the scope of work as needed based on field conditions or conflicts that may arise. Any work to be paid under this item MUST be authorized in advance, in writing, by the City. This is an allowance for additional work only, and no amount of work under this item is guaranteed.

Bid Tabulation:	
TOTAL BID AMOUNT (from previous page)	$ 532,426.00

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

Five hundred thirty two thousand four hundred twenty six 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 Bidder will receive written notice to proceed.

Bidder agrees to substantially complete all work within **120 calendar days after receipt of notice to proceed**. Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for:

Five percent of greatest amount bid dollars

and No cents total.

(5% of GAB)

which 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 day (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.

Reece Albert, Inc.
Name of Contractor

Submitted By — Mike Hester Estimator
Print Name and Title

P.O. Box 3238
Mailing Address

Midland , Texas 79702
City State Zip Code

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.**

Reece Albert, 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.**

None

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 PACKET 92

Signature of vendor doing business with the governmental entity

3/16/2021

Date April 13, 2021

CITY OF MIDLAND

ADDENDUM

BID #21002277

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: February 26, 2021

The following is provided as a matter of clarification for all bidders as follows:

The City is NOT planning to hold a pre-bid meeting for this project. Bidders are encouraged to submit all questions in writing to purchasing@midlandtexas.gov so that the City can review them, consult with the design engineer as needed, and provide a written response to all bidders.

The City's intent is for questions submitted prior to 8 AM on Monday, March 8, 2021, to be answered in an addendum to be issued no later than 5 PM on Wednesday, March 10, 2021. Per normal City practice, additional questions may still be submitted up to Friday, March 12, 2021, and will be answered in another addendum, if necessary.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Reece Albert, Inc.
Company Name

Bidder Authorized Signature

3/17/2021
Date

Mike Hester Estimator
Please Print Above Name

432-570-0481
Phone

CITY OF MIDLAND

ADDENDUM #2

BID # 21002277

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: March 11, 2021

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

Clarification 1 – A revised proposal is included with this addendum based on the answers below. A change was made only to the description of pay item no. 21.

Clarification 2 – A revised plan set is included with this addendum based on the clarifications and answers below. Changes were made only on sheets 12, 13, and 14.

Clarification 3 – There are currently two thru lanes on each frontage road (excluding the existing U-turn lanes). Full closure of the frontage roads will NOT be permitted, so only one thru lane may be closed at a time on each frontage road. Therefore, it will likely be necessary to sequentially phase some of the work on the left and right sides of the eastbound frontage road.

Clarification 4 – Removal of the traffic signal pull box on Sheet 12 of the plans will require the existing signal cables to be disconnected at the cabinet, pulled back to an adjacent pull box, and then re-pulled and reconnected after the conduit has been extended. Work on the existing cables is subsidiary to the pull box and conduit pay items. If any of the cables are found to be in poor condition and cannot be re-pulled, the City will furnish replacement cable.

Clarification 5 – The traffic signal pull box and conduit work will require the traffic signal to be out of service. The Contractor shall schedule their work so as to minimize the duration of the signal outage to minimize inconvenience to the travelling public. It will be the responsibility of the Contractor to provide adequate traffic control to operate the interchange under all-way stop control during the outage. All traffic control will be compensated under pay item no. 43.

Clarification 6 – Traffic signal work completed by TxDOT subsequent to the design of this project has relocated the power service to the traffic signal. The replacement of the conduit between the power service and the pull box to be removed on the eastbound frontage road turnaround island is no longer necessary and has been removed from Sheet 12 of the plans. The replacement of the pull box for the shortening of the turnaround

island remains in the project, and related pay items remain unchanged to cover that work.

Q1. How is the excavation paid?
A1. Excavation (roadway) is subsidiary to other items (pavement, flex base). The quantity is approximately 580 cubic yards.

Q2. Bid item #21, call for Curb Ramps (TY 22), plans show Ty 1, what is required?
A2. Plan call-out Type 22 is incorrect. The correct ramp is Type 1 (2 Ea.).

Q3. Bid item #23, what are the limits of payment, front of curb or back of curb?
A3. Payment is to back of curb. Quantity presented in plans and bid proposal were estimated to the back of curb.

Q4. Bid item #23, continuously reinforced detail calls for longitudinal steel #6, 9" oc, transverse steel #5, 48" oc, is this what the City wants?
A4. This project is located entirely in state highway right-of-way and will be built using TxDOT standards and specifications. The TxDOT detail for reinforcement will govern.

Q5. TxDOT item 360 calls for Class P Concrete (3200 psi). The City normally requires Class C (3600 psi). What is required?
A5. This project is located entirely in state highway right-of-way and will be built using TxDOT standards and specifications. The TxDOT item specification for concrete will govern.

Q6. Horizonal scale on sheets 12, 13, & 14 do not match profile scale.
A6. Scale bars on plan sheet 12-14 are incorrect. Plan views are drawn to 40 scale.

Q7. For a relocate it normally includes the post, in case the post length is changing. The plan is saying to reinstall the post so which way do we Bid it? (with the post or without the post)
A7. Pay item no. 8 includes relocating the entire sign panel and its post at existing length.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Reece Albert, Inc.
Company Name

Bidder Authorized Signature

3/17/2021
Date

Mike Hester	Estimator	432-570-0481
Please Print Above Name		Phone

CITY OF MIDLAND
MIDLAND PARK MALL TRAFFIC IMPROVEMENTS
PROJECT NUMBER: T20-03

JANUARY 2021

MAYOR

PATRICK PAYTON

COUNCIL MEMBERS

SCOTT DUFFORD	DISTRICT 1
JOHN NORMAN	DISTRICT 2
JACK LADD	DISTRICT 3
LORI BLONG	DISTRICT 4
SPENCER ROBNETT	AT LARGE
MICHAEL TROST	AT LARGE

ASSISTANT CITY MANAGER

ROBERT PATRICK

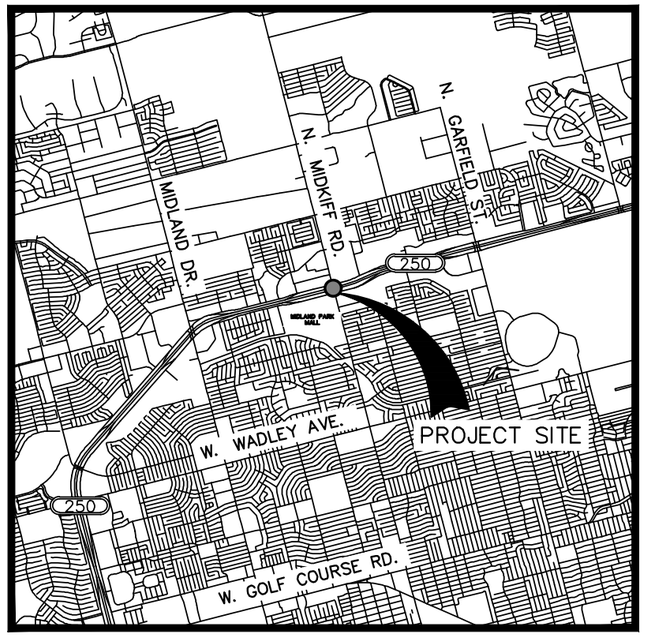
ENGINEERING SERVICES DIRECTOR

JOSE E. ORTIZ

CITY ENGINEER

MATT C. CARR, P.E.
OFFICE: (432) 685-7286

SEE SHEET 2 FOR INDEX



LOCATION MAP

N.T.S.

CONTRACTOR _____

DATE CONSTRACTOR BEGAN

WORK _____

DATE WORK WAS COMPLETED _____

DATE WORK WAS ACCEPTED _____

FINAL CONTRACT COST _____

1/18/21

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

ADDENDUM NO. 2
3/10/21

SUBMITTED _____

_____
ENGINEER

RECOMMENDED _____

_____
CITY ENGINEER

RECOMMENDED _____

_____
ENGINEERING SERVICES DIRECTOR

DUNAWAY
4000 N. Big Spring Street • Suite 101 • Midland, Texas 79705
Tel: 432.699.4889
(TX REG. F-1114)

DALP NO. 5839.002

MIDLAND
Feel the Energy!

811 Know what's below. Call before you dig.

EXISTING LEGEND

- PROPERTY LINE AND RIGHT-OF-WAY
- EASEMENT LINE
- IRON ROD FOUND
- BENCH MARK OR CONTROL POINT
- UTILITY POLE
- LIGHT POLE
- GUY WIRE
- STEEL POLE & MAST ARM
- PEDESTAL POLE
- EXISTING SIGN
- FLAG POLE
- MAIL BOX
- BOLLARD, GATE POST
- TELEPHONE RISER
- WATER METER
- WATER VALVE
- IRRIGATION VALVE
- SPRINKLER VALVE
- SPRINKLER HEAD
- FIRE HYDRANT
- GAS METER
- STORM DRAIN MANHOLE
- 30" RCP — STORM DRAIN PIPE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- SIGNAL BOX
- CABLE BOX
- WOOD FENCE
- IRON FENCE
- CHAIN LINK FENCE
- WIRE FENCE
- SHRUB
- TREE
- BUILDING
- CONC CURB & GUTTER
- EDGE OF ASPHALT
- EDGE OF GRAVEL
- EX-OHE — OVERHEAD ELECTRIC
- EX-UE — UNDERGROUND ELECTRIC
- EX-T — UNDERGROUND TELEPHONE
- EX-SS — SANITARY SEWER
- EX-W — WATER LINE
- EX-GAS — GAS LINE
- EX-FO — UNDERGROUND FIBER OPTIC CABLE
- EX-UGC — UNDERGROUND CABLE

LEGEND

- PROPOSED CONCRETE PAVEMENT (8" REINFORCED CONCRETE ON 6" TY A GR 4 FLEXBASE)
- LANDSCAPE PAVERS (RELAY EXISTING PAVERS, ON 1" SAND BED)
- PROPOSED 4" CONCRETE RIPRAP
- PROPOSED GRAVITY BLOCK RETAINING WALL

ABBREVIATIONS

BC	BACK OF CURB
BM	BENCH MARK
BW	BOTTOM OF WALL
CI	CURB INLET
CP	CONTROL POINT
D.R.M.C.T.	DEED RECORDS MIDLAND COUNTY TEXAS
ELEV	ELEVATION
EG	EXISTING GRADE ELEVATION
FC	FACE OF CURB
FG	FINISHED GRADE ELEVATION
FL	FLOW LINE
GT	GUTTER
HGL	HYDRAULIC GRADE LINE
LAT	LATERAL
LF	LINEAR FEET
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PGL	PROPOSED GRADE LINE
PI	POINT OF INTERSECTION
PRC	POINT OF REVERSE CURVATURE
PROP	PROPOSED
PT	POINT OF TANGENCY
PVI	POINT OF VERTICAL INTERSECTION
PVC	POINT OF VERTICAL CURVATURE
PVT	POINT OF VERTICAL TANGENCY
RP	RADIUS POINT
RCB	REINFORCED CONCRETE BOX
RCP	REINFORCED CONCRETE PIPE
SD	STORM DRAIN
SDWK	SIDEWALK
STD	STANDARD
STA	STATION
SS	SANITARY SEWER
TC	TOP OF CURB
TG	TOP OF GRATE
TOF	TOP OF FOUNDATION
TOP	TOP OF PIPE
TOW	TOP OF WALL
YR	YEAR

INDEX OF SHEETS

NUMBER			DESCRIPTION
			GENERAL
1			COVER
2			INDEX & LEGEND
3			GENERAL NOTES
4	-	6	TYPICAL SECTIONS
7	-	8	PROJECT LAYOUT & CONTROL
9	-	10	DEMOLITION PLAN
			ROADWAY
11	-	12	PLAN AND PROFILE EBFR
13	-	14	PLAN AND PROFILE WBFR
15	-	16	SIGNING & PAVEMENT MARKING PLANS
			TxDOT STANDARD DETAILS
17	-	28	* BC(1)-13 THRU BC(12)-14
29			* CCCG-12
30	-	31	* CPCD-14
32	-	33	* CRCP(1)-20-01 & 02
34	-	37	* PED-18
38	-	41	* PM-20
42	-	45	* SMD-08
46	-	48	* ED-14
49			* JS-14
S0	-	S2	* EC(9)-16
S3	-	SS	** TxDOT REFERNCE PLAN DETAILS

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE WITH AN (*) HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

THE SHEETS SPECIFICALLY IDENTIFIED ABOVE WITH AN (**) ARE DETAILS FROM CSJ: 1188-02-046: DATED 6/21/93. THEY ARE INCLUDED IN THIS PLAN SET FOR REFERENCE PURPOSES ONLY. THEY ARE APPLICABLE IN THE CONSTRUCTION OF THE RETAINING WALLS AND INSTALLATION OF LANDSCAPE PAVERS.

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE	DESCRIPTION

Midland Park Mall LP250 & Midkiff Road Turn Lanes

INDEX & LEGEND

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	2 OF 52

PACKET
6.98
April 13, 2021

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. THE NAVD 88 ELEVATION WAS CONVERTED FROM THE NGVD29 ELEVATION USING VERTCON SOFTWARE THROUGH THE NOAA.

GENERAL:

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF MIDLAND AND TxDOT STANDARD CONSTRUCTION REQUIREMENTS, SPECIFICATION AND DETAILS UNLESS OTHERWISE INDICATED IN THESE CONSTRUCTION DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR OBSERVING AND COMPLYING WITH ALL FEDERAL AND STATE REGULATIONS AND REQUIREMENTS.
2. 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 CONSTRUCTION.
3. THE CONTRACTOR WILL ENSURE POSITIVE SURFACE DRAINAGE IN THE CONSTRUCTION AREAS WITH SPECIAL ATTENTION TO SURFACE DRAINAGE WITHIN ALL INTERSECTIONS AND MATCH THE ELEVATIONS SHOWN ON THE PLANS.
4. 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. CONTRACTORS' COOPERATION WILL BE REQUIRED FOR MATERIAL SAMPLING BY THE CITY & STATE'S MATERIAL TESTING CONSULTANT.

REQUIRED TESTING AND PROOF OF REPORTING WILL INCLUDE:

BASE - ALL BASE SURFACES SHALL BE PROOF ROLLED IN ACCORDANCE WITH CITY OF MIDLAND AND TxDOT STANDARDS. ALL AREAS IDENTIFIED AS FAILING DURING PROOF ROLLING SHALL BE REPAIRED IN A METHOD APPROVED BY THE ENGINEER.

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. REPLACEMENT OF CAST IRON RING & COVER (R&C) AND VALVE BOXES WILL BE ACCOMPLISHED BY REMOVING ALL NECESSARY CONCRETE/ASPHALT AND SALVAGING THE EXISTING R&C AND VALVE BOX (PRIOR TO THE MILLING OPERATION). UPON COMPLETION OF THE REMOVAL, THE AFFECTED AREAS WILL BE PLATED AND PREPARED FOR ASPHALT PLACEMENT. ONCE THE ASPHALT SURFACE COURSE HAS BEEN COMPLETED, THE ASPHALT WILL BE SAW CUT AND THE R&C OR VALVE BOX ADJUSTED TO THE APPROPRIATE GRADE AND CONSTRUCTED IN ACCORDANCE WITH STANDARD CITY SPECIFICATIONS. CONCRETE AROUND MANHOLES WILL BE AT LEAST 5'X5'. CONCRETE AROUND VALVE BOXES WILL BE AT LEAST 3'X3'.
3. EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPAIRED OR REPLACED WITH SAME PAVEMENT SECTION OR BETTER THAN THE EXISTING PAVEMENT SECTION.
4. ALL EXISTING MANHOLES AND VALVES SHALL BE ADJUSTED TO FINISHED ROADWAY ELEVATION, MATCHING THE FINISH CROSS-SLOPE, INCLUDING CONCRETE RINGS AS PER STANDARD DETAILS.
5. CONTRACTOR TO EXERCISE CAUTION WHEN WORKING ON EXISTING RETAINING WALLS. CONTRACTOR TO USE ACCEPTABLE CONSTRUCTION PRACTICES TO PROTECT STRUCTURAL INTEGRITY OF EXISTING WALLS.

PAVING AND CONCRETE:

1. RAMPS WILL BE ADA COMPLIANT AND BUILT TO TxDOT STANDARD SPECIFICATIONS AND DETAILS. ALL SAW CUTTING WILL BE SUBSIDIARY TO THE CURB RAMP ITEM.
2. PRIOR TO PAVING ACTIVITIES, ALL EXISTING BASE COURSE OR REMAINING MATERIAL WILL BE PROOF ROLLED WITH A MINIMUM 25 TON PNEUMATIC ROLLER.
3. SAW CUT 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 MILLED AREA, OR 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.
4. ENSURE PAVEMENT IS CONSTRUCTED FLUSH WITH LIP OF EXISTING AND PROPOSED CURB.
5. CONTRACTOR WILL SEAL ALL CONCRETE PAVEMENT JOINTS. THIS DOES NOT INCLUDE PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR JOINTS BETWEEN CURBS. (SEE CITY OF MIDLAND STANDARD DETAIL 234 (b)) TYPICAL CONCRETE PAVEMENT JOINT SPACING IS TO BE NO LESS THAN 10'X10' AND NO MORE THAN 15'X15'.
6. USE AND PLACE APPROVED EXPANSION JOINT MATERIAL BETWEEN THE EXISTING CURB AND THE PROPOSED CURB.
7. USE POLYPROPYLENE FIBER REINFORCING WHEN REQUIRED AT A RATE OF 1.5 LBS/CY IN LIEU OF WIRE REINFORCING. REBAR REINFORCEMENT ONLY TO BE USED WHEN SPECIFICALLY CALLED FOR ON PLANS.
8. PRIME COAT WILL BE APPLIED AS PER CITY STANDARD SPECIFICATION ON TOP OF ALL PREPARED BASE COURSE SURFACES.
9. TACK COAT WILL BE UNIFORMLY SPRAYED USING THE MATERIALS AND METHODS OUTLINED IN THE CITY OF MIDLAND'S STANDARD SPECIFICATIONS. UNIFORMLY APPLY TACK COAT TO ALL LONGITUDINAL AND TRANSVERSE JOINTS. CORRECT UNCOATED OR LIGHTLY COATED AREAS. BLOT AREAS SHOWING AN EXCESS OF TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND REMOVE BLOTTING MATERIAL BEFORE PAVING.
10. PRIME COAT WILL BE MEASURED BY THE GALLON BEFORE DILUTION. WATER WILL NOT BE MEASURED FOR PAVEMENT.
11. TACK COAT WILL BE SUBSIDIARY TO HOTMIX PAVING ITEMS.

PAVEMENT MARKING:

1. IF REQUIRED TO REMOVE EXISTING PAVEMENT MARKINGS AND MARKERS, CONTRACTOR IS TO REPAIR EXCESSIVE DAMAGE TO THE PAVEMENT WITH AN APPROVED MATERIAL AT THE CONTRACTOR'S EXPENSE.
2. WHEN REQUIRED, REMOVED PAVEMENT MARKERS WILL BE DISPOSED OF PROPERLY.
3. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REMOVAL AND PROPER DISPOSAL OF TEMPORARY MARKER TABS FROM THE PROJECT IN COORDINATION WITH THE PLACEMENT OF NEW MARKINGS.
4. NON-REMOVABLE WORK ZONE PAVEMENT MARKINGS WILL BE PAINT IN ACCORDANCE WITH TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) ITEM 666, TYPE II, OR OTHER APPROVED MATERIALS.
5. PERMANENT PAVEMENT MARKINGS WILL BE THERMOPLASTIC IN ACCORDANCE WITH TXDOT ITEM 666, TYPE I, FOR LONG-LINE MARKINGS, AND WITH ITEM 666, TYPE I, OR ITEM 668, FOR SHORT-LINE AND SYMBOL MARKINGS.

EROSION CONTROL:

1. CONTRACTOR WILL INSTALL BMP'S IN ACCORDANCE WITH INDUSTRY STANDARDS AND REGULATIONS.
2. THE CONTRACTOR WILL HAVE AN APPROVED CONCRETE WASHOUT LOCATION AS PER STANDARD DETAILS. CONCRETE TRUCKS CANNOT, UNDER ANY CIRCUMSTANCE, WASHOUT IN THE STORM DRAIN TRENCH. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM THE PROJECT SITE.
3. SEEDING FOR EROSION CONTROL - DISK AREAS TO BE SEEDED TO A DEPTH OF FOUR INCHES (4") TO ALLOW GOOD CONTACT BETWEEN SEEDS AND THE SOIL. IN ALL AREAS TO BE DRILL SEEDED, USE A PASTURE OR RANGELAND TYPE SEED DRILL. USE SEPARATE BOXES ON THE DRILL TO APPLY THE FERTILIZER AND THE SEED. BEFORE PLANTING OPERATIONS BEGIN, FURNISH SEED TAGS FROM THE SEED SUPPLIER. THESE TAGS MUST SHOW THE PERCENT PURITY, PERCENT GERMINATION, AND THE DATE THE SEED WAS HARVESTED. SUBMIT THESE TAGS TO THE ENGINEER FOR VERIFICATION OF APPROPRIATE POUNDS P.L.S./ACRE RATES.

UNIFORMLY DISTRIBUTE THE SEED AS HEREIN DESCRIBED.

SEED MIX TOTALING 20 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
BUFFALOGRASS	2.0
GREEN SPRANGLETOP	1.0

SEED MIX TOTALING 20 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
BUFFALOGRASS	4.0
GREEN SPRANGLETOP	2.0

4. IF A GRASS VARIETY IS NOT AVAILABLE, SUBMIT AN AVAILABLE SUBSTITUTION TO THE ENGINEER FOR APPROVAL. PERMISSION FOR SUBSTITUTION WILL ONLY BE GRANTED AFTER THE ENGINEER IS SATISFIED THE RECOMMENDED VARIETIES ARE NOT AVAILABLE. DELIVER ALL FERTILIZER IN BAGS OR CONTAINERS CLEARLY LABELED SHOWING THE ANALYSIS. THE PREFERRED ANALYSIS IS 18-3-4. APPLY THE FERTILIZER AT A RATE WHICH WILL NOT BE LESS THAN 100 POUNDS OF NITROGEN PER ACRE. APPLY FERTILIZER IN CONJUNCTION WITH SEEDING.
5. REMOVE TOP 6.0" LAYER OF VEGETATION AND TOPSOIL AT BASIN AND OTHER DISTURBED AREAS, AND SET MATERIAL ASIDE ON SITE DURING CONSTRUCTION.
AFTER CONSTRUCTION AND PRIOR TO SEEDING, PLACE SAVED VEGETATION AND TOPSOIL MATERIAL EVENLY AT 4.0" THICKNESS OVER ALL PERVIOUS DISTURBED AREAS AND RAKE SMOOTH. ADD ADDITIONAL, EQUIVALENT TOPSOIL MATERIAL IF NECESSARY TO ACHIEVE MINIMUM 4.0" TOPSOIL THICKNESS THROUGHOUT.
AFTER SEEDING SPRAY SEEDED AREA EVENLY WITH WATER EQUIVALENT TO MINIMUM UNIFORM WATER DEPTH OF 0.2-INCHES AT A RATE OF NO LESS THAN ONCE EVERY DAY FOR TEN (10) CONSECUTIVE DAYS.

TRAFFIC CONTROL:

1. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO BUSINESS DAYS BEFORE CONTRACTOR STARTS ANY CONSTRUCTION ACTIVITY. ACCESS TO PROPERTIES ADJACENT TO THE WORK ZONE SHALL BE MAINTAINED AT ALL TIMES UNLESS OTHERWISE APPROVED BY THE ENGINEER. A MINIMUM OF TWO TRAVEL LANES (ONE IN EACH DIRECTION) SHALL REMAIN OPEN AT ALL TIMES ON ALL ARTERIAL STREETS.
2. STOP EQUIPMENT FOR TRAFFIC WHEN CROSSING ANY TRAFFIC LANES. FURNISH FLAGGERS TO WARN EQUIPMENT OPERATORS OF APPROACHING TRAFFIC UNLESS OTHERWISE DIRECTED.
3. PLACE ORANGE FENCING AROUND SIDEWALK, WHEELCHAIR RAMPS, AND OTHER PEDESTRIAN AREAS THAT POSE A HAZARD TO PEDESTRIAN TRAFFIC AS DIRECTED.

RETAINING WALLS:

1. THE RECONSTRUCTION OF RETAINING BLOCK(S), PIN(S), BACKFILL, AND OTHER NECESSARY ITEMS REQUIRED TO PERFORM WORK WILL BE CONSIDERED SUBSIDIARY UNDER MISCELLANEOUS ITEMS.
2. RETAINING WALLS THAT ARE COMPROMISED BY THE REMOVAL OF ADJACENT WALLS OR DURING CONSTRUCTION RELATED ACTIVITIES SHALL HAVE TEMPORARY BRACING.
3. CONTRACTOR TO FOLLOW LP 250 MAIN-LANE PLANS (CSJ: 1188-02-046) AND SPEC. ITEM 423 FOR THE DESIGN & RECONSTRUCTION OF RETAINING WALLS ALONG LP 250 WBFR.
4. STAKE ALL WALL LOCATIONS AND HAVE APPROVED BY INSPECTOR PRIOR TO WALL CONSTRUCTION.

CONCRETE PAVERS:

1. THE RELAYING OF PAVERS, EXCAVATION, SAND CUSHION AND OTHER NECESSARY ITEMS REQUIRED TO PERFORM WORK WILL BE CONSIDERED SUBSIDIARY UNDER MISCELLANEOUS ITEMS.
2. CONTRACTOR TO EXERCISE CAUTION WHEN REMOVING EXISTING PAVERS, MAKING AN EFFORT TO REMOVE THE PAVERS WITH MINIMAL DAMAGE.
3. CONTRACTOR TO FOLLOW THE LP 250 MAIN-LANE PLANS (CSJ:1188-02-046) AND SPEC. ITEMS 538 & 5379 FOR THE RELAYING OF CONCRETE PAVERS.

CONCRETE RIP-RAP:

1. CONTRACTOR TO FOLLOW THE LP 250 MAIN-LANE PLANS (CSJ:1188-02-046) AND SPEC. ITEM 432 FOR THE INSTALLATION OF CONCRETE RIP-RAP.
2. SIDE SLOPES TO BE SHAPED AND INSPECTED AND CONTRACTOR TO ENSURE POSITIVE DRAINAGE PRIOR TO CONCRETE PLACEMENT.

FINAL CLEANUP:

1. CONTRACTOR IS TO MAKE ALL REASONABLE EFFORT TO CLEAN AND RESTORE PROJECT SITE TO ORIGINAL OR BETTER CONDITION AT THE CONCLUSION OF CONSTRUCTION ACTIVITY. THIS INCLUDES BUT IS NOT LIMITED TO STREET SWEEPING AND OTHER SEDIMENT REMOVAL, REMOVAL OF CONSTRUCTION MATERIAL AND DEBRIS.
2. AFTER CONSTRUCTION, RESTORE ADJACENT SURFACES TO A CONDITION APPROVED BY THE ENGINEER. THIS WORK IS SUBSIDIARY TO MOBILIZATION.

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

REVISIONS

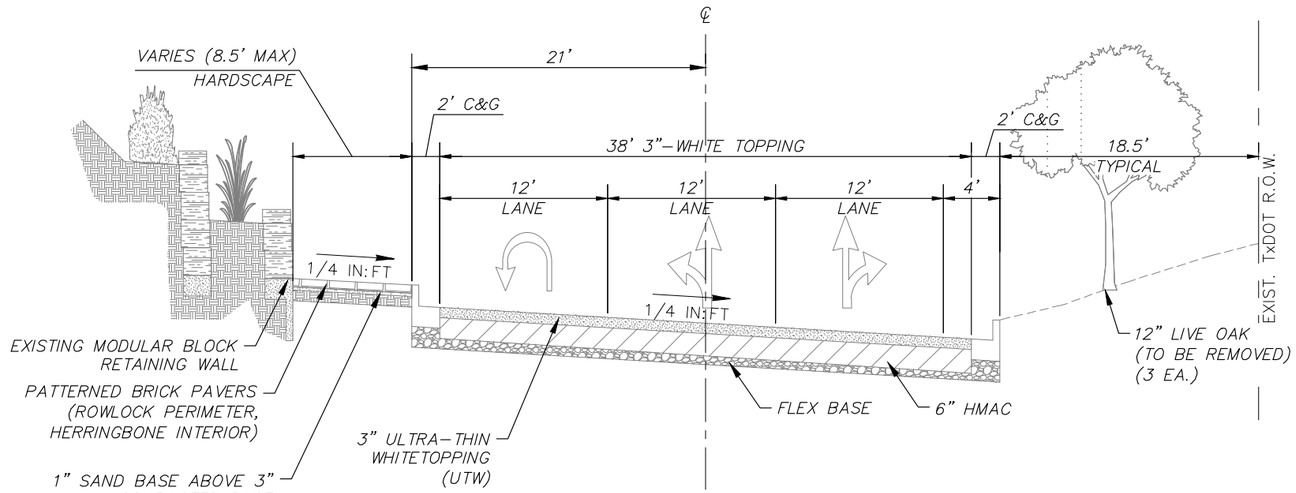
NO.	DATE	DESCRIPTION

Midland Park Mall LP250 & Midkiff Road Turn Lanes

GENERAL NOTES

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	3 OF 52

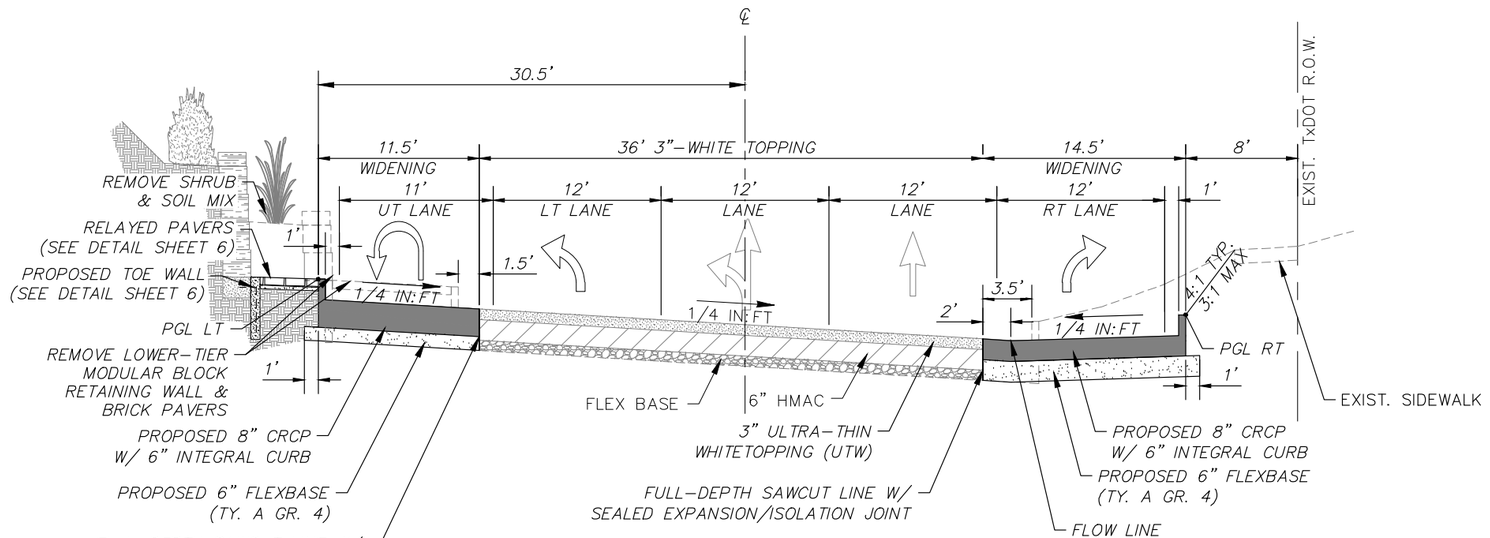
PACKET
6.99
April 13, 2021



EXISTING TYPICAL SECTION

LOOP 250 EAST BOUND FRONTAGE ROAD AT MIDKIFF RD

NOT TO SCALE



PROPOSED TYPICAL SECTION

LOOP 250 EAST BOUND FRONTAGE ROAD AT MIDKIFF RD

NOT TO SCALE

NOTE:

REFERENCE BELOW TxDOT LP 250 PLANS FOR FURTHER AS–BUILT INFORMATION.

CSJ: 1188–02–017
LP 250 FRNTG RD CONSTRUCTION

CSJ: 1188–02–046
LP 250 MAINLANE CONSTRUCTION (RTN WALLS)

CSJ: 1188–02–058
LP 250 FRNTG RD REHAB

CSJ: 188–02–107
LP 250 FRNTG RD REHAB

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE	DESCRIPTION

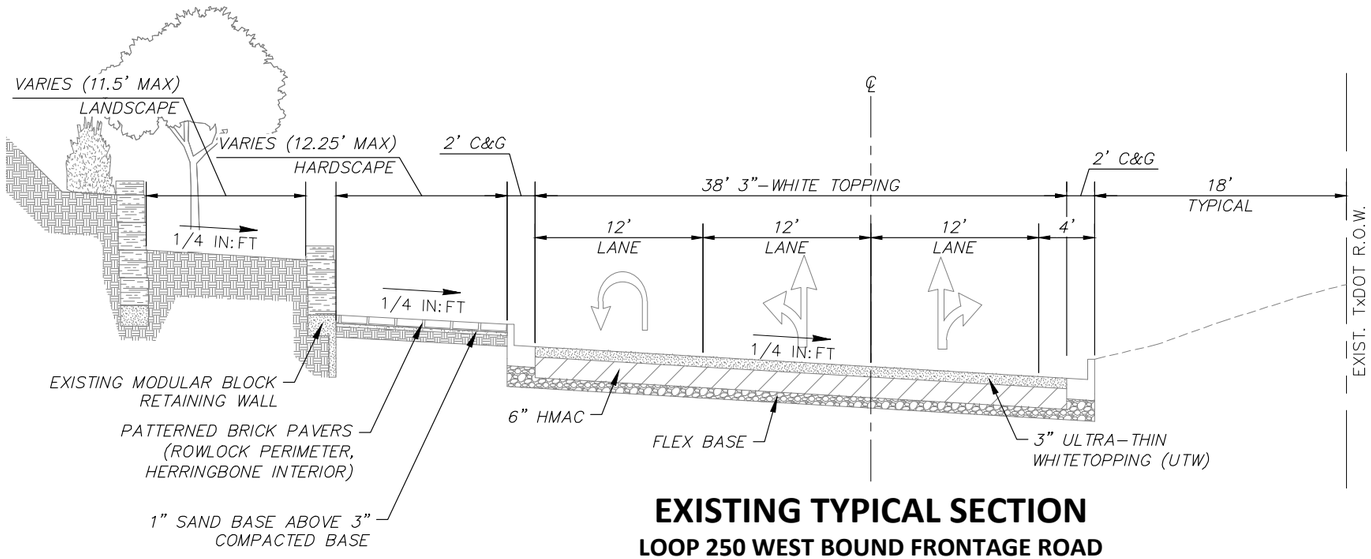
MIDLAND
Feel the Energy!

Midland Park Mall LP250 & Midkiff Road Turn Lanes

TYPICAL SECTIONS - EBFR

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	4 OF 52

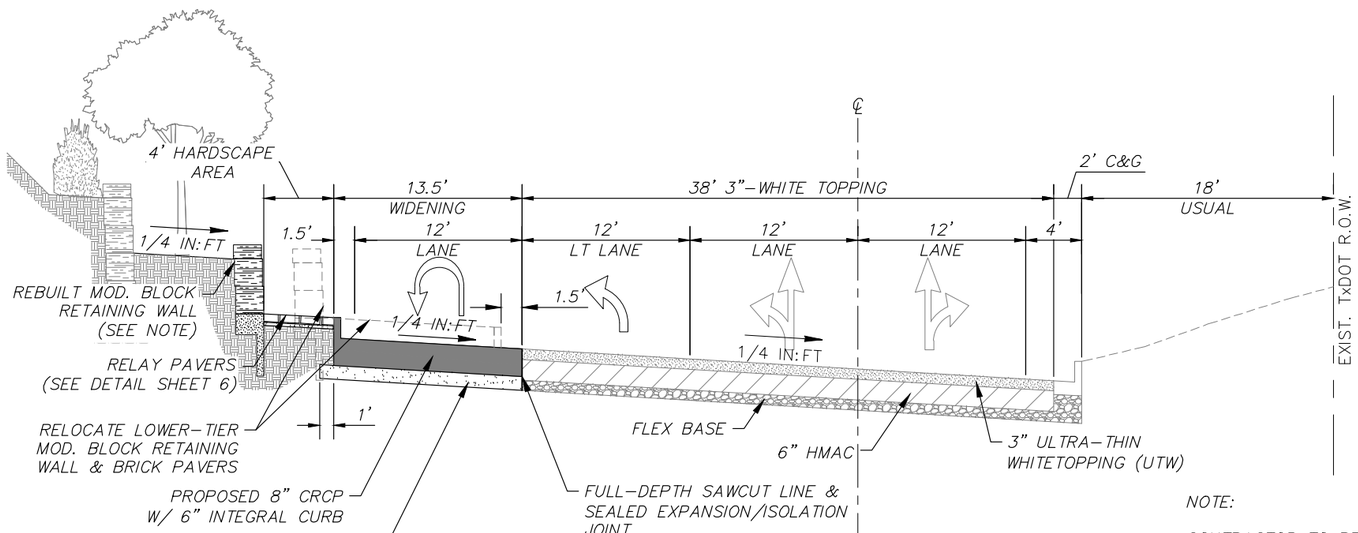
PACKET
6.100
April 13, 2021



EXISTING TYPICAL SECTION

LOOP 250 WEST BOUND FRONTAGE ROAD
AT MIDKIFF RD

NOT TO SCALE



PROPOSED TYPICAL SECTION

LOOP 250 WEST BOUND FRONTAGE ROAD
AT MIDKIFF RD

NOT TO SCALE

NOTE:

REFERENCE BELOW TxDOT LP 250 PLANS FOR FURTHER AS-BUILT INFORMATION.

CSJ: 1188-02-017
LP 250 FRNTG RD CONSTRUCTION

CSJ: 1188-02-046
LP 250 MAINLANE CONSTRUCTION (RTN WALLS)

CSJ: 1188-02-058
LP 250 FRNTG RD REHAB

CSJ: 188-02-107
LP 250 FRNTG RD REHAB

NOTE:

CONTRACTOR TO REFERENCE LP 250 MAIN LANE CONSTRUCTION PLANS FOR REBUILDING OF MOD. BLOCK RETAINING WALLS AND FOUNDATIONS.

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE	DESCRIPTION

MIDLAND
Feel the Energy!

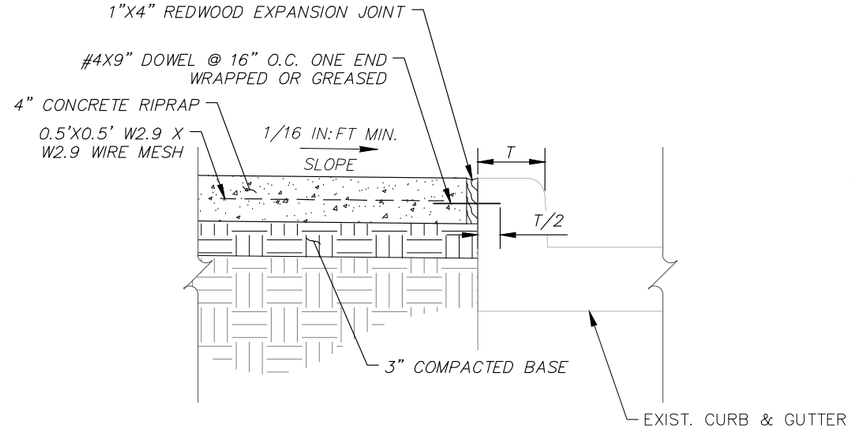
Midland Park Mall LP250 & Midkiff Road Turn Lanes

TYPICAL SECTIONS - WBFR

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020

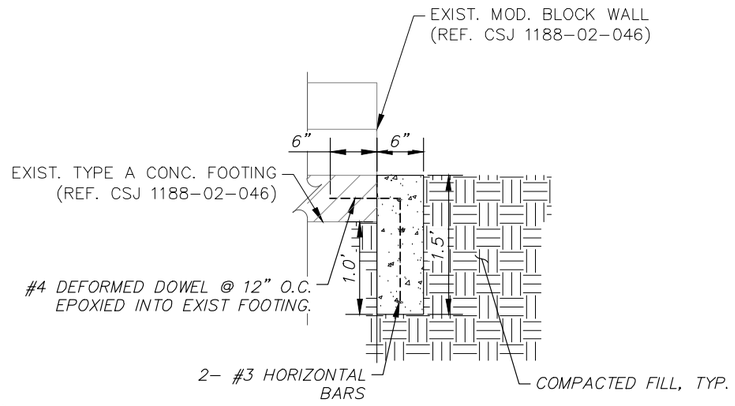
SHEET: 5 OF 52

PACKET
6.101
April 13, 2021



CONCRETE RIPRAP DETAIL

NOT TO SCALE

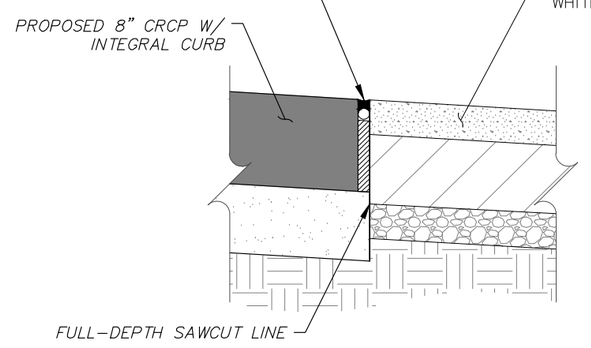


CONCRETE TOE WALL

NOT TO SCALE

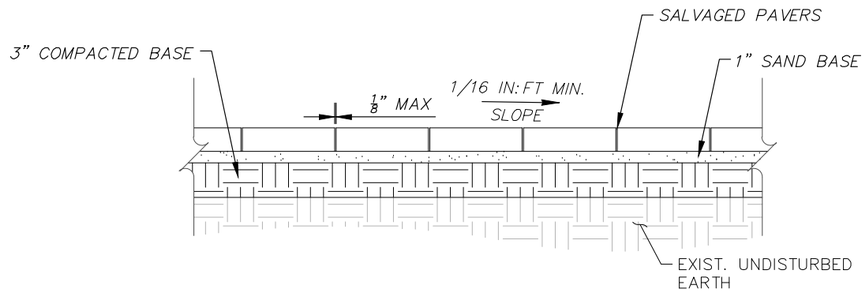
TOE WALL NOTE:

TOE WALL TO ABUT EBFR TY. A FOOTINGS WHERE LOWER PLANTER BED IS REMOVED. SEE PLAN SHEET 12 FOR EXTENTS. REF. CSJ: 1188-02-46 FOR EXIST. RETAINING WALL PLANS & SPECIFICATIONS.



LONGITUDINAL EXPANSION JOINT

NOT TO SCALE



SALVAGED PAVER DETAIL

NOT TO SCALE

PAVER NOTE:

MATCH EXIST. PATTERN TYPE. REFER TO FRONTAGE RD PLANS

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE	DESCRIPTION

MIDLAND *Feel the Energy!*

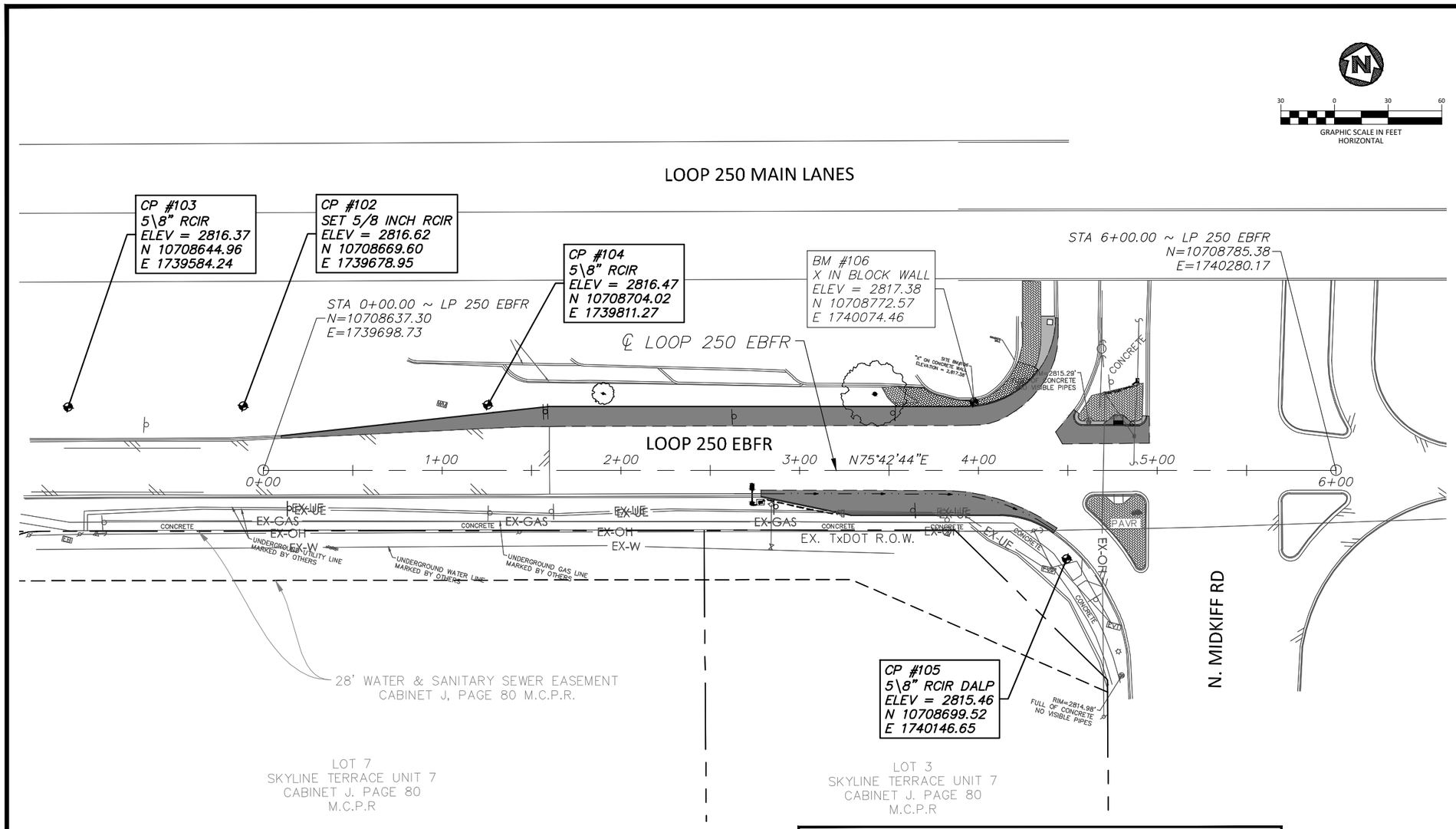
Midland Park Mall LP250 & Midkiff Road Turn Lanes

TYPICAL SECTIONS - SUPPLEMENTAL

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020

SHEET: 6 OF 52

PACKET
6.102
April 13, 2021



DATUM INFORMATION:

COORDINATE SYSTEM:
NAD83 TEXAS STATE PLANE, CENTRAL ZONE 4203, US FOOT.

SCALE FACTOR:
GRID TO SURFACE = 1.0001010105
SURFACE TO GRID = 0.9998989996

CITY MIDLAND MONUMENT:

BM #8538

A BRASS CAP STAMPED 8538, LOCATED ON THE WEST SIDE OF HIGHWAY 349 APPROXIMATELY 878 FEET NORTH OF ITS INTERSECTION WITH AIR PARK ROAD. BEING LOCATABLE BY NAD83 GRID COORDINATES N:10,709,056.62', E: 1,753,370.71' AND HAVING AN ADJUSTED NAVD88 ELEVATION OF 2,784.294' (PUBLISHED NGVD29 ELEVATION IS 2,783.09)

SITE BENCHMARK:

"X" CUT ON TOP OF THE LOWER LEVEL OF A CONCRETE BLOCK RETAINING WALL NORTH OF THE EASTBOUND FRONTAGE ROAD OF STATE HIGHWAY 250 AND ALONG THE WEST SIDE OF THE SOUTHBOUND LANES OF MIDKIFF ROAD APPRROXIMATELY 45.2' EAST OF A "DO NOT ENTER" SIGN APPROXIMATELY 11.1' NORTH OF THE BACK OF CURB, AND APPROXIMATELY 62.5' WEST OF A SANITARY SEWER MANHOLE LOCATED IN A CONCRTE MEDIAN.

ELEVATION = 2,817.38'

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER
ON BEHALF OF CITY OF MIDLAND

REVISIONS		
NO.	DATE	DESCRIPTION

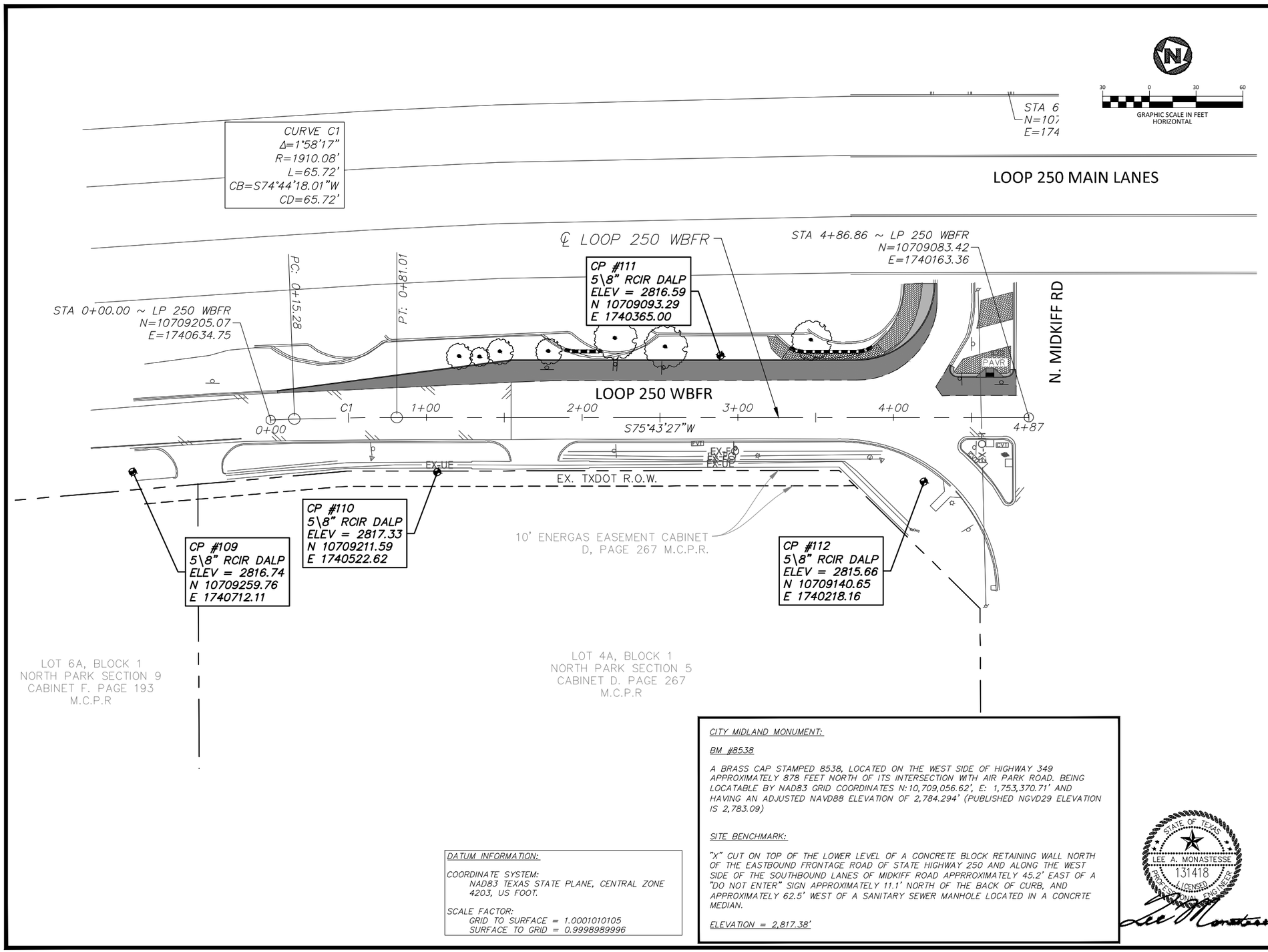
MIDLAND
Feel the Energy!

Midland Park Mall LP250 & Midkiff Road Turn Lanes

PROJECT LAYOUT & CONTROL - EBFR

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	7 OF 52

PACKET
6.103
April 13, 2021



DATUM INFORMATION:

COORDINATE SYSTEM:
NAD83 TEXAS STATE PLANE, CENTRAL ZONE 4203, US FOOT.

SCALE FACTOR:
GRID TO SURFACE = 1.0001010105
SURFACE TO GRID = 0.9998989996

CITY MIDLAND MONUMENT:

BM #8538

A BRASS CAP STAMPED 8538, LOCATED ON THE WEST SIDE OF HIGHWAY 349 APPROXIMATELY 878 FEET NORTH OF ITS INTERSECTION WITH AIR PARK ROAD. BEING LOCATABLE BY NAD83 GRID COORDINATES N:10,709,056.62', E: 1,753,370.71' AND HAVING AN ADJUSTED NAVD88 ELEVATION OF 2,784.294' (PUBLISHED NGVD29 ELEVATION IS 2,783.09)

SITE BENCHMARK:

"X" CUT ON TOP OF THE LOWER LEVEL OF A CONCRETE BLOCK RETAINING WALL NORTH OF THE EASTBOUND FRONTAGE ROAD OF STATE HIGHWAY 250 AND ALONG THE WEST SIDE OF THE SOUTHBOUND LANES OF MIDKIFF ROAD APPRROXIMATELY 45.2' EAST OF A "DO NOT ENTER" SIGN APPROXIMATELY 11.1' NORTH OF THE BACK OF CURB, AND APPROXIMATELY 62.5' WEST OF A SANITARY SEWER MANHOLE LOCATED IN A CONCRTE MEDIAN.

ELEVATION = 2,817.38'

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE	DESCRIPTION

MIDLAND Feel the Energy!

Midland Park Mall LP250 & Midkiff Road Turn Lanes

PROJECT LAYOUT & CONTROL - WBFR

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020

SHEET: 8 OF 52

PACKET
6.104
April 13, 2021

LOOP 250 MAIN LANES

REMOVE & RELOCATE SIGN PANEL & POST (1 EA.)

ELIMINATE 8" PAVEMENT MARKING (360 LF)

ELIMINATE PAVEMENT MARKING ARROW, TYP. (2 EA.)

ELIMINATE PAVEMENT MARKING WORD, TYP. (2 EA.)

REMOVE & RELOCATE SIGN PANEL & POST (1 EA.)

PROTECT EX WATER METER

+10.11 (19.048 LT)

STA 4+43.53 ~ LP 250 EBFR
N=10708830.37
E=1740107.25

REMOVE LANDSCAPE PAVERS (86 SY)

REMOVE MODULAR BLOCK RETAINING WALL (8 SY)

REMOVE & RELOCATE SIGN PANEL & POST (1 EA.)

REMOVE 473 LF CURB & GUTTER

+54.63 (34.364 LT)

U-TURN ONLY WRONG WAY

16'-5" CLEARANCE WARNING

DO NOT ENTER

16'-5" CLEARANCE

CONCRETE

PROTECT EX SSMH

REMOVE 81 LF CURB & GUTTER

REMOVE PAVERS & RIPRAP (40 SY)

REMOVE & RELOCATE SIGN PANEL & POST (1 EA.)

REMOVE PULL-BOX (1 EA.)

ELIMINATE 24" STOP BAR (21 LF)

+93.70 (30.988 LT)

ONE WAY

1+00 2+00 3+00 4+00 5+00

EX. ASPHALT

LOOP 250 EBFR

EX. WHITE TOPPING

REMOVE CURB RAMP (1 EA.)

ELIMINATE 24" STOP BAR (24 LF)

LANE ASSIGNMENT

RESTAURANT GUIDE SIGN

WRONG WAY

EX-UE

EX-GAS

CONCRETE

EXIST. ROW

EX-W

EX-OH

LANE ASSIGNMENT

PROTECT EX FH

REMOVE SIGN PANEL & POST (1 EA.)

REMOVE 3" CONC. PAVEMENT ON 6" ASPHALT (38 SY)

REMOVE & RELOCATE ILLUMINATION POLE & GROUND BOX (1 EA.)

REMOVE TREE, TYP. (3 EA.)

REMOVE 167 LF CURB & GUTTER

REMOVE & RELOCATE SIGN PANEL & POST (1 EA.)

DO NOT ENTER

EX-UE

CONCRETE

EX-GAS

EX-OH

EX-W

BY OTH

+41.71 (35.507 RT)

!!!CAUTION!!!
EXISTING OH & UG UTILITIES
IN THIS AREA. CONTRACTOR
SHALL USE EXTREME CAUTION.

REMOVE SIGN PANEL & POST (1 EA.)

ELIMINATE 4" PAVEMENT MARKING (78 LF)

LP 250 EBFR ℄

28' WATER & SANITARY SEWER EASEMENT CABINET J, PAGE 80 M.C.P.R.

LOT 7
SKYLINE TERRACE UNIT 7
CABINET J. PAGE 80
M.C.P.R

LOT 3
SKYLINE TERRACE UNIT 7
CABINET J. PAGE 80
M.C.P.R

N. MIDKIFF RD

GRAPHIC SCALE IN FEET
HORIZONTAL
20 0 20 40

REVISIONS		
NO.	DATE	DESCRIPTION

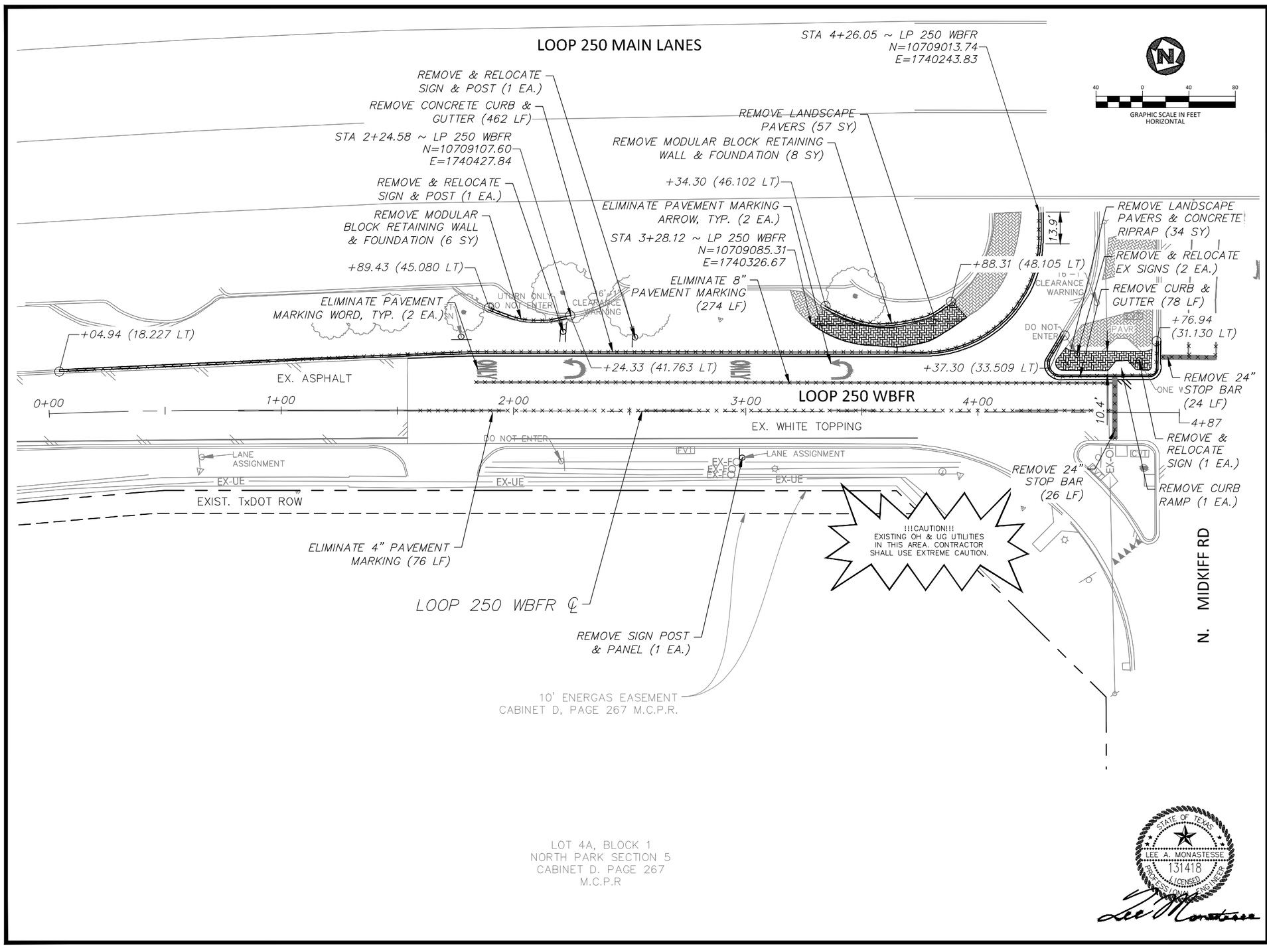
Midland Park Mall LP250 & Midkiff Road Turn Lanes

DEMOLITION PLAN - EBFR

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	9 OF 52

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

PACKET
6.105
April 13, 2021



REVISIONS

NO.	DATE	DESCRIPTION

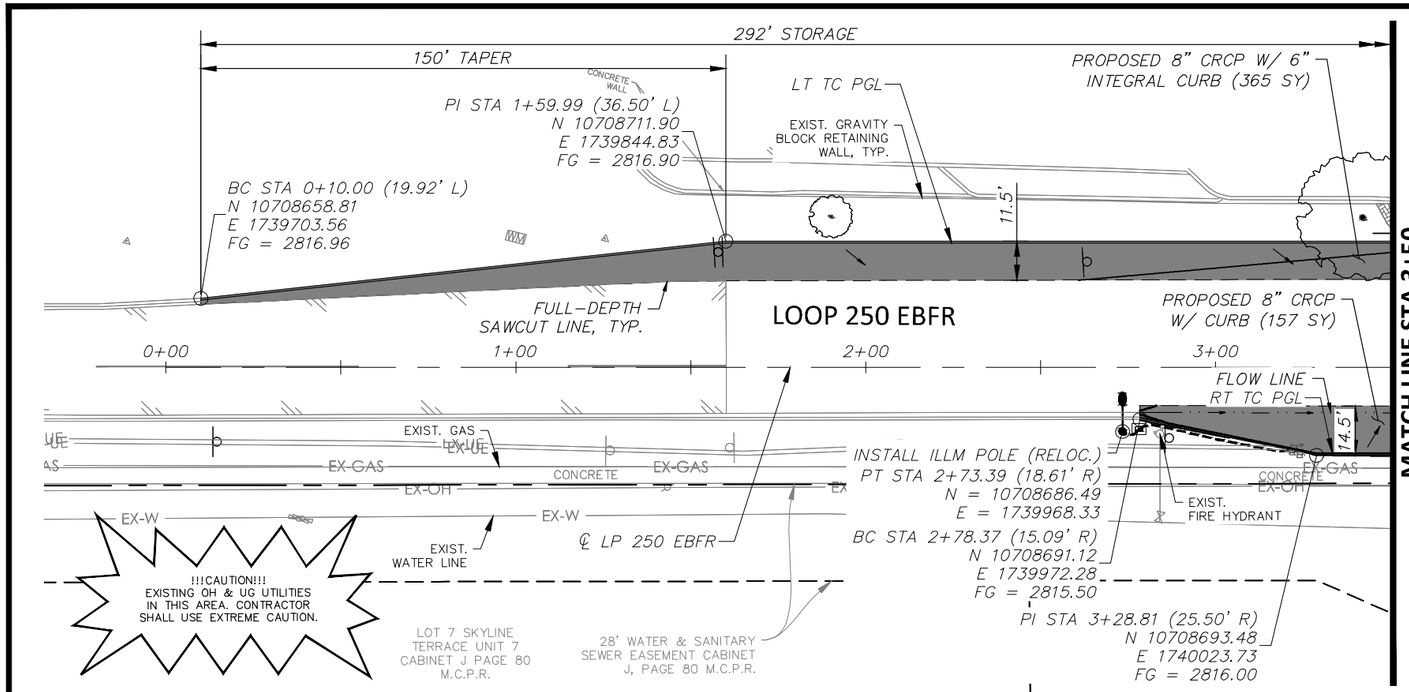
Midland Park Mall LP250 & Midkiff Road Turn Lanes

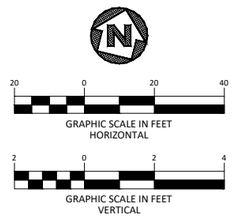
DEMOLITION PLAN - WBFR

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	10 OF 52

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

PACKET
6.106
April 13, 2021





REVISIONS		
NO.	DATE	DESCRIPTION

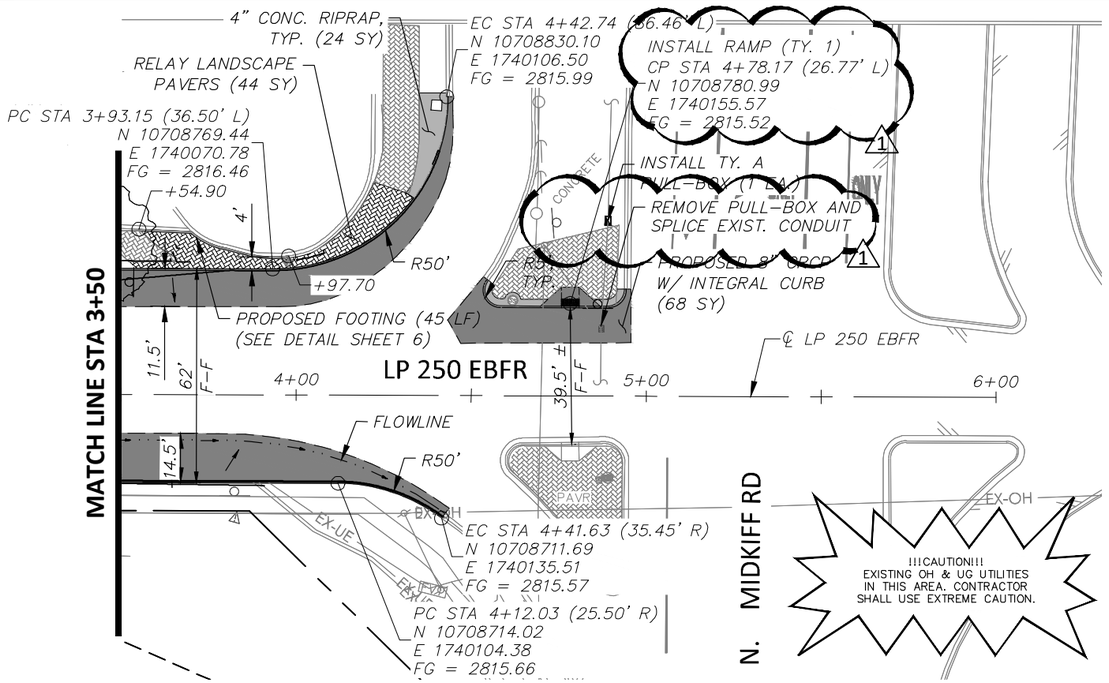
Midland Park Mall LP250 & Midkiff Road Turn Lanes

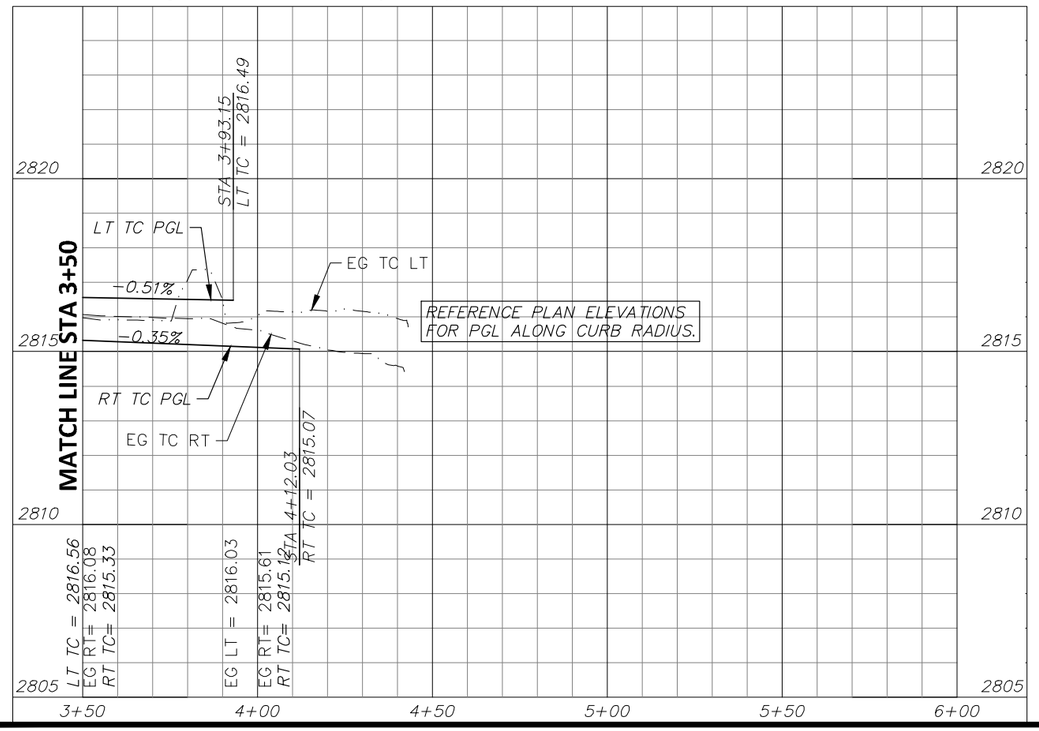
PLAN & PROFILE EBFR STA 0+00 TO STA 3+50

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020
SHEET:	11 OF 52

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED PROFESSIONAL ENGINEER

PACKET
6.107
April 13, 2021





NOTE:

THE CONTRACTOR SHALL COORDINATE WITH CITY OF MIDLAND TRAFFIC SIGNALS (432-685-7928) PRIOR TO ANY WORK THAT WILL DISTURB THE EXISTING PULL BOXES OR CONDUIT

NOTE:

REFERENCE CSJ 1188-02-046 FOR EXISTING RETAINING WALLS, MEDIAN RIPRAP, AND CONCRETE BRICK PAVER DESIGN.

GRAPHIC SCALE IN FEET HORIZONTAL
20 0 20 40

GRAPHIC SCALE IN FEET VERTICAL
2 0 2 4

REVISIONS

NO.	DATE	DESCRIPTION
1	3/10/21	REVISED CURB RAMP TO TY. 1/REMOVED CONDUIT RUN.

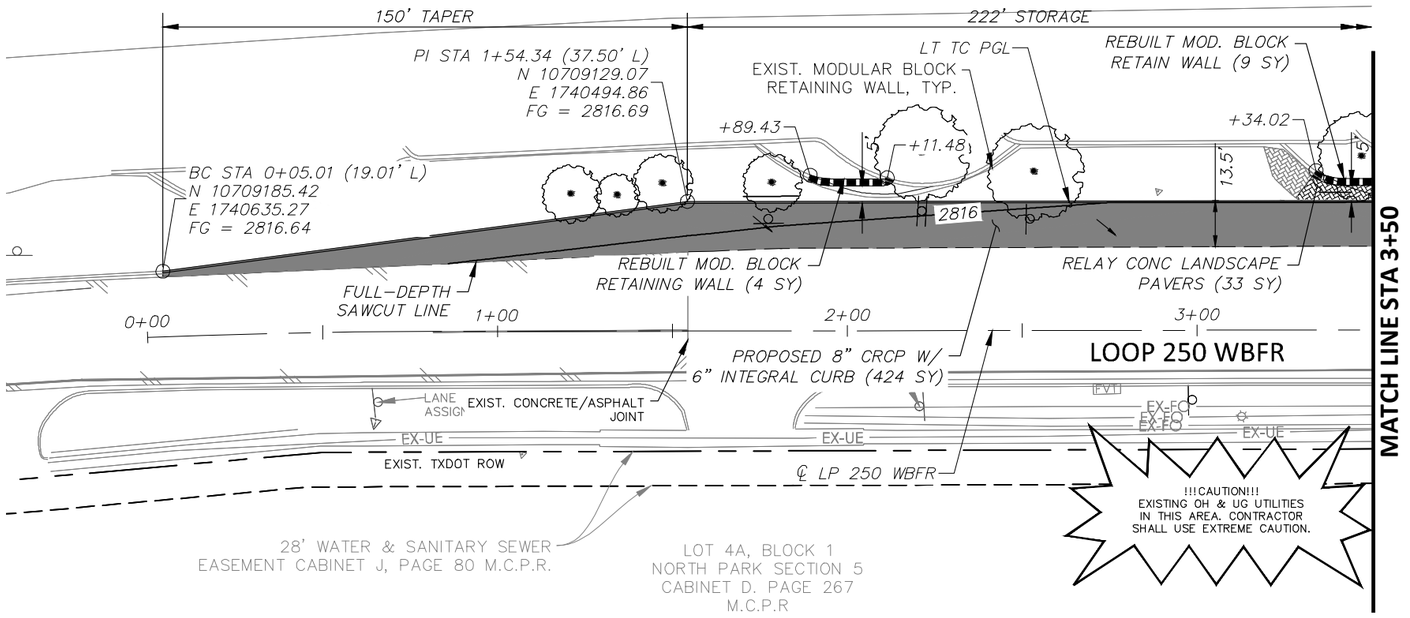
Midland Park Mall LP250 & Midkiff Road Turn Lanes

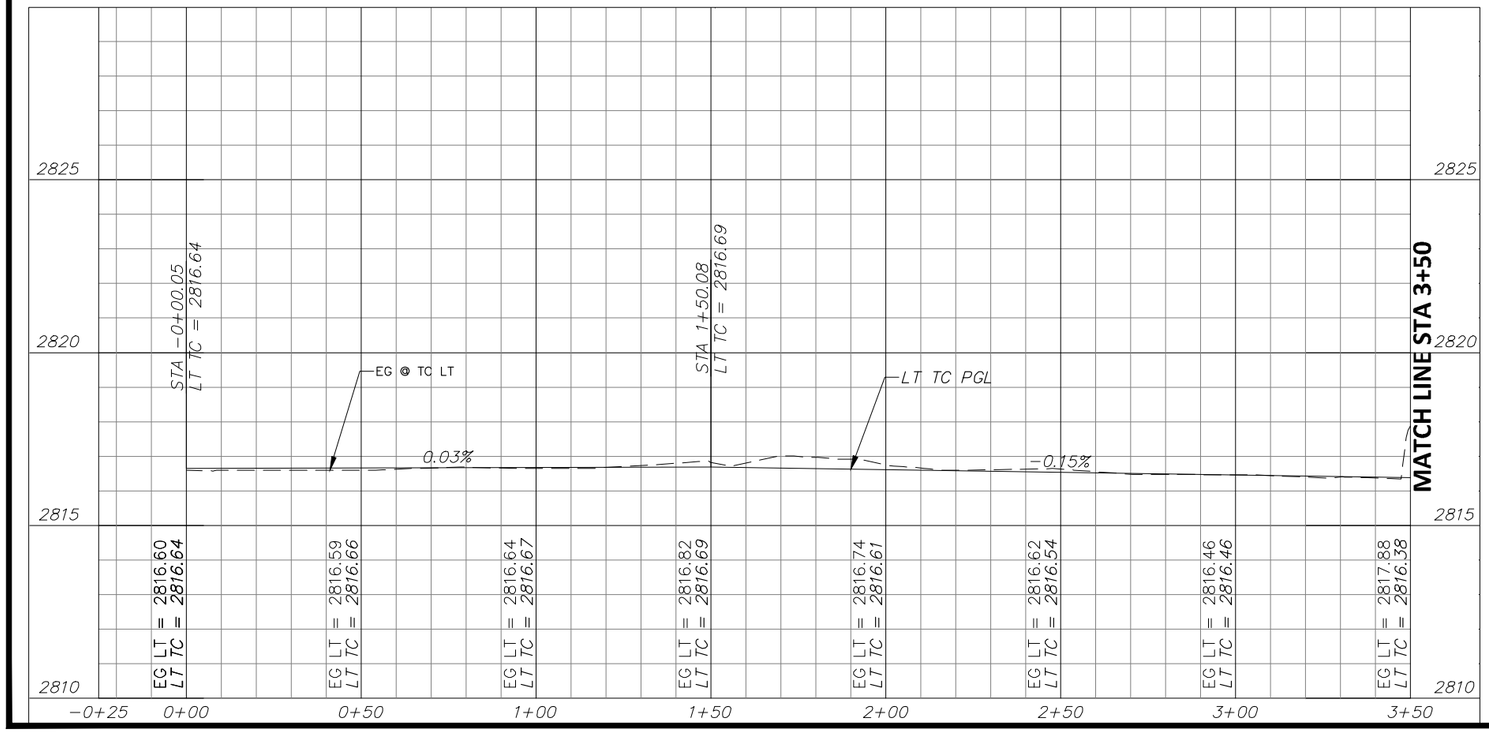
PLAN & PROFILE EBFR STA 3+50 TO END

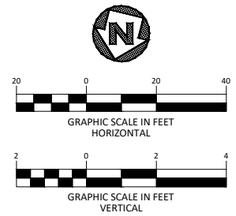
STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED PROFESSIONAL ENGINEER

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020

SHEET: 12 OF 52







NOTE:

SEE CSJ 1188-02-046 FOR DETAILS AND REFERENCE ON EXISTING RETAINING WALLS, MEDIAN CONCRETE RIPRAP, AND CONCRETE BRICK PAVERS.



REVISIONS

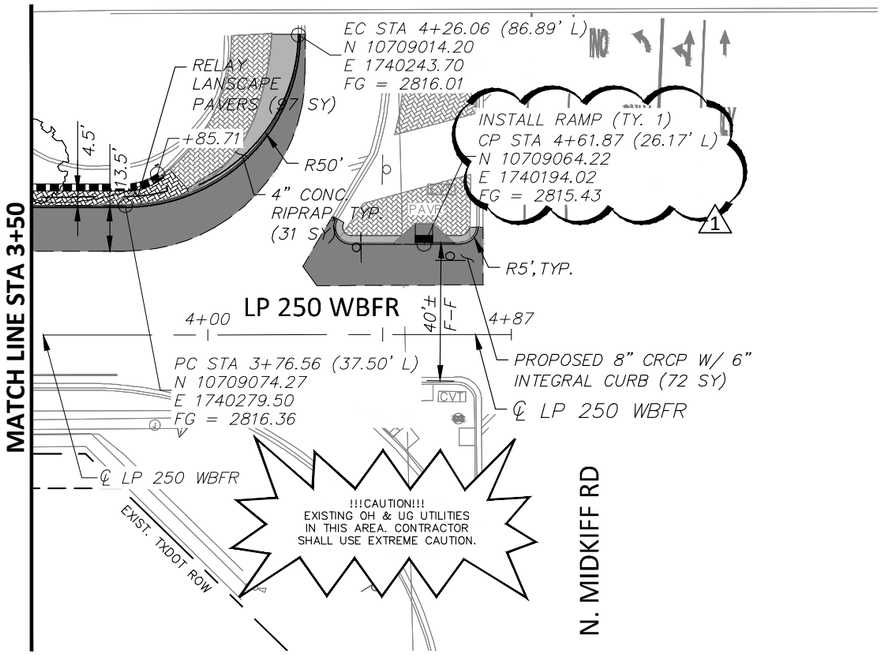
NO.	DATE	DESCRIPTION

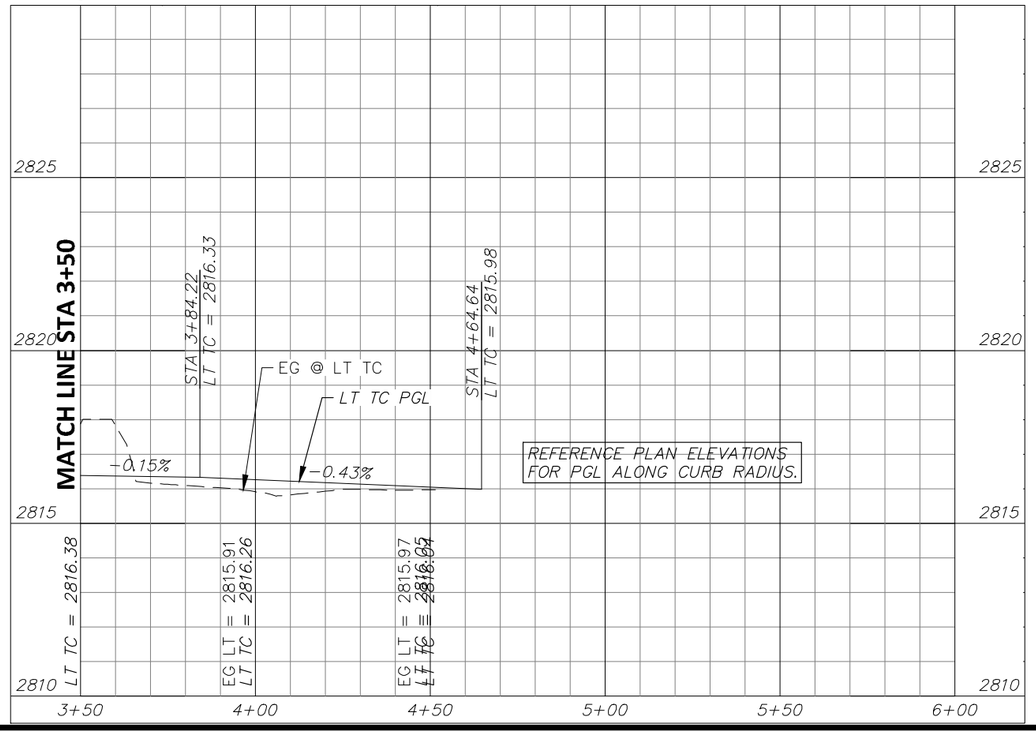
Midland Park Mall LP250 & Midkiff Road Turn Lanes

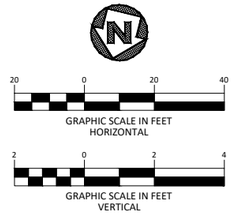
PLAN & PROFILE WBFR
STA 0+00 TO STA 3+50

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020

SHEET: 13 OF 52







NOTE:

REFERENCE CSJ 1188-02-046 FOR EXISTING RETAINING WALLS, MEDIAN RIPRAP, AND CONCRETE BRICK PAVER DESIGN.

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE	DESCRIPTION
1	3/10/21	ADDED CURB RAMP TY. 1 CALLOUT.

Midland Park Mall LP250 & Midkiff Road Turn Lanes

PLAN & PROFILE WBFR STA 3+50 TO END

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020

SHEET: 14 OF 52

PACKET
6.110
April 13, 2021

LOOP 250 MAIN LANES

STA 4+44.15 ~ LP 250 EBFR (-86.54 L)
N=10708830.53
E=1740107.85

GRAPHIC SCALE IN FEET
HORIZONTAL

INSTALL PAV. MARK TY I (W) ARROW, TYP (4 EA)
INSTALL PAV. MARK TY I (W) WORD (2 EA)
REINSTALL WRONG WAY SIGN PANEL & POST
INSTALL (R3-8 MOD) SIGN PANEL ON EXISTING POST
(R3-8 MOD) 60"X36"
INSTALL REFL PVMT MRK 4"-SLD-W (847 LF)
+10 (23.312 LT)
50' ± BEGIN STRIPE
INSTALL PAV. MARK TY I (W) ARROW, TYP. (5 EA)
REINSTALL DO NOT ENTER SIGN PANEL & POST
INSTALL PAV. MARK TY I (W) WORD (2 EA)
INSTALL REFL PVMT MRK 8"-SLD-W (310 LF) RAISED MRKR TY II-C-R (16 EA)
INSTALL REFL PVMT MRK 8"-SLD-W (310 LF) RAISED MRKR TY II-C-R (16 EA)
REINSTALL CLEARANCE SIGN & POST
INSTALL REFL PVMT MRK 24"-SLD-W (24 LF)
REINSTALL ONE WAY SIGN & POST
N. MIDKIFF RD
ONLY
1'
11'
12'
12'
12'
2.5'
1.5'
6.5'
-0+00
1+00
2+00
3+00
4+00
5+00
LOOP 250 EBFR
+58 (12.000 RT)
RESTAURANT GUIDE SIGN
WRONG WAY
EXISTING TXDOT ROW
+60 (12.000 RT)
INSTALL REFL PVMT MRK 4"-BRK-W (78 LF) RAISED MRKR TY II-C-R (4 EA)
INSTALL REFL PVMT MRK 4"-SLD-W (286 LF)
REINSTALL DO NOT ENTER SIGN & POST, INSTALL (R3-5R) SIGN PANEL
(R3-5R) 30"X36"
ONLY
STA 3+57.67
INSTALL REFL PVMT MRK 8"-SLD-W (112 LF) RAISED MRKR TY I-C (6 EA)
LP 250 EBFR ℄
+42 (34.131 RT)
INSTALL REFL PVMT MRK 24"-SLD-W (36 LF)
LOT 7
SKYLINE TERRACE UNIT 7
CABINET J, PAGE 80
M.C.P.R
LOT 3
SKYLINE TERRACE UNIT 7
CABINET J, PAGE 80
M.C.P.R

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE	DESCRIPTION

MIDLAND Feel the Energy!

Midland Park Mall LP250 & Midkiff Road Turn Lanes

SIGNS & PAVEMENT MARKINGS EBFR

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020

SHEET: 15 OF 52

LOOP 250 MAIN LANES

INSTALL REFL PVMT
MRK 8"–SLD–W (300 LF)
RAISED MRKR TY II–C–R (15 EA)

INSTALL PAV. MARK
TY I (W) ARROW, TYP. (4 EA)

INSTALL PAV. MARK
TY I (W) WORD, TYP. (2 EA)

INSTALL PAV. MARK
TY I (W) ARROW, TYP. (4 EA)

INSTALL REFL PVMT
MRK 4"–SLD–W (455 LF)

INSTALL REFL PVMT
MRK 24"–SLD–W
(24 LF)

REINSTALL ONE WAY
SIGN PANEL & POST

REINSTALL CLEARANCE
WARNING SIGN PANEL &
POST, REINSTALL DO
NOT ENTER SIGN PANEL

REINSTALL DO NOT
ENTER SIGN PANEL &
POST

INSTALL PAV. MARK
TY I (W) WORD (2 EA)

30' ± BEGIN STRIPE

+06 (21.989 LT)

ONLY

12'

5'

4'

2'

0+00

1+00

2+00

3+00

4+00

4+87

LOOP 250 WBFR

3.5'

EXISTING TXDOT R.O.W.

INSTALL (R3–8 MOD)
SIGN PANEL ON
EXISTING POST

ONLY ONLY

(R3–8 MOD)
60"X36"

INSTALL REFL PVMT
MRK 8"–SLD–W (300 LF)
RAISED MRKR TY II–C–R (15 EA)

LP 250 WBFR ℄

INSTALL REFL PVMT
MRK 4"–BRK–W (75 LF)
RAISED MRKR TY II–C–R (4 EA)

INSTALL REFL PVMT
MRK 4"–SLD–W (282 LF)

+31 (36.078 RT)

INSTALL REFL PVMT
MRK 4"–SLD–W (14 LF)

INSTALL REFL PVMT
MRK 24"–SLD–W (36 LF)

LOT 4A, BLOCK 1
NORTH PARK SECTION 5
CABINET D, PAGE 267
M.C.P.R

N. MIDKIFF RD

20 0 20 40
GRAPHIC SCALE IN FEET
HORIZONTAL

REVISIONS		
NO.	DATE	DESCRIPTION

MIDLAND
Feel the Energy!

Midland Park Mall LP250 & Midkiff Road Turn Lanes

SIGNS & PAVEMENT MARKINGS WBFR

JOB NO.	5839.002
DRAWN BY:	LAM
DESIGNED BY:	LAM
CHECKED BY:	JDW
DATE:	8/27/2020

SHEET: 16 OF 52

STATE OF TEXAS
LEE A. MONASTESSE
131418
LICENSED
PROFESSIONAL ENGINEER

Lee Monastesse

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP)is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets", the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-13

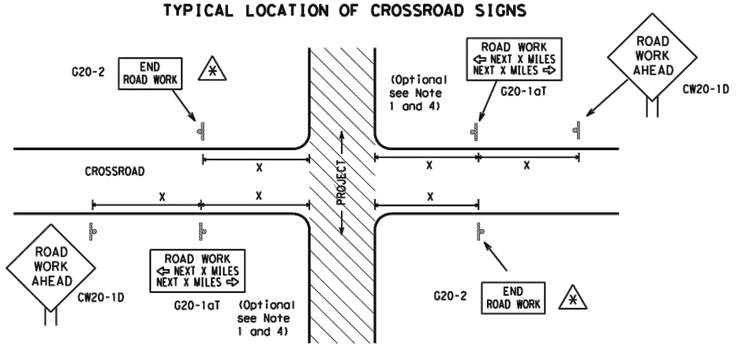
FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-03 5-10 9-07 7-13	DIST	COUNTY		SHEET NO. 17

95

DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

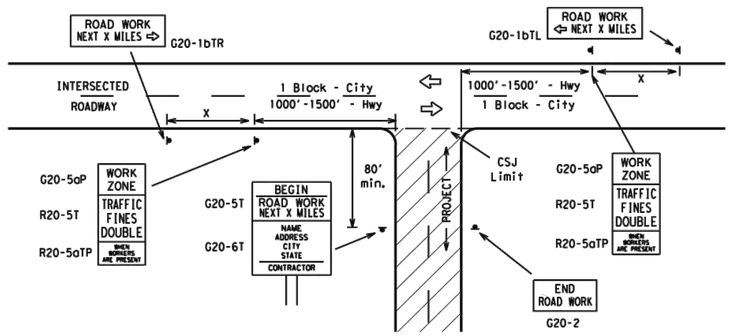
TYPICAL LOCATION OF CROSSROAD SIGNS



* May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING [1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Spacing "X" △
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
*	*[3]

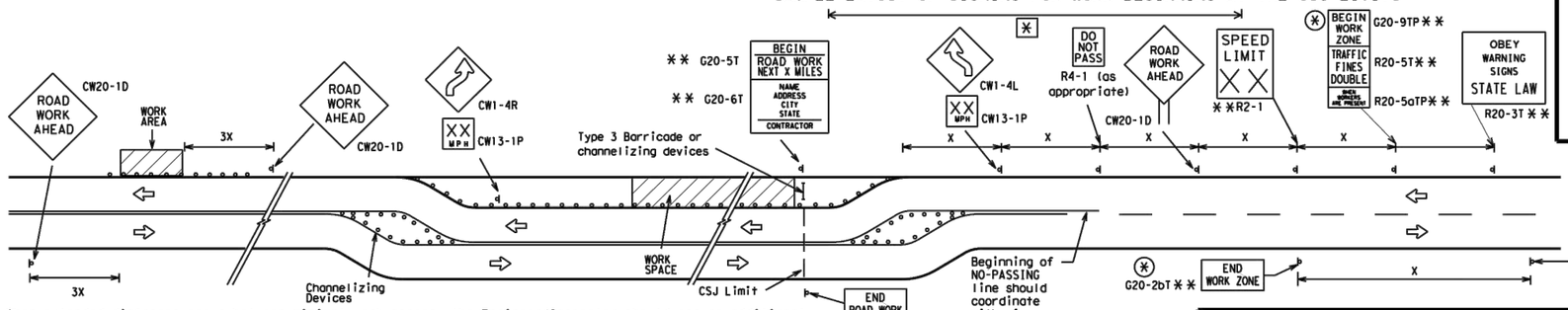
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

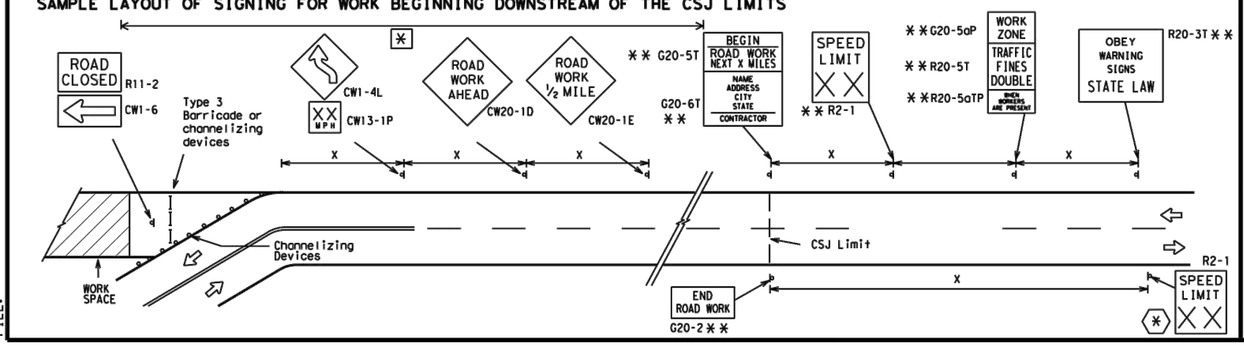
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

(*) The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

** Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

[*] Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

(*) Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND

⊢⊣	Type 3 Barricade
○ ○ ○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 7-13	DIST	COUNTY		SHEET NO. 18

DATE:
FILE:

96

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

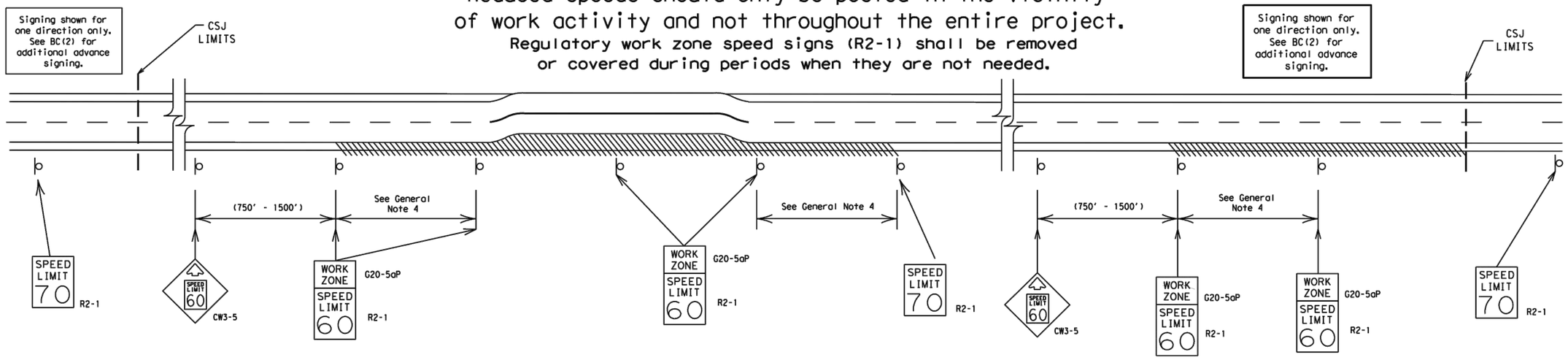
DATE:
FILE:

TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the"ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1)signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

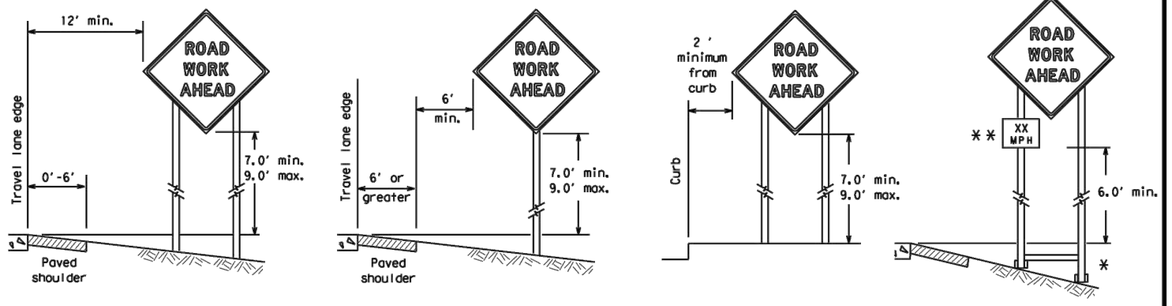
BC(3)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07	DIST	COUNTY		SHEET NO.
7-13				19
97				

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

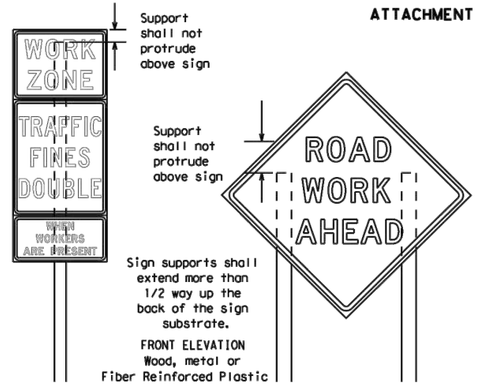
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

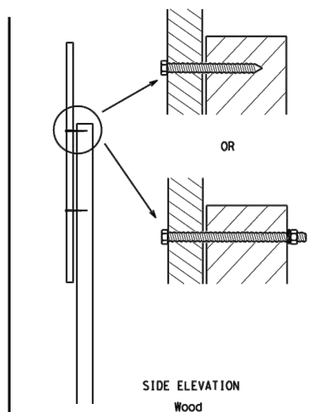


* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS





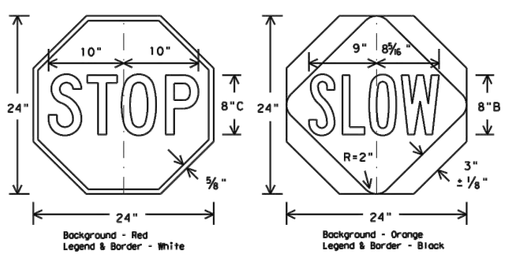
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation | Traffic Operations Division Standard

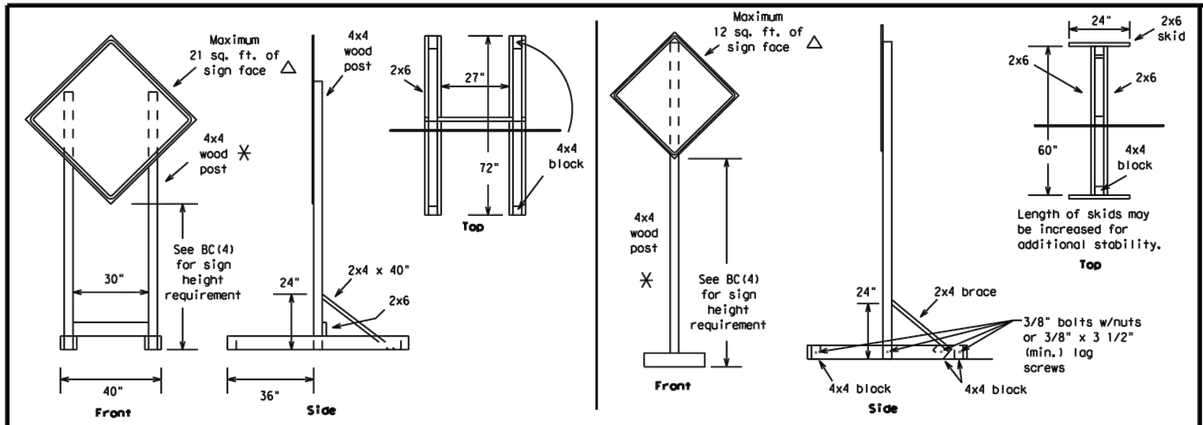
BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07	DIST	COUNTY		SHEET NO.
7-13				20

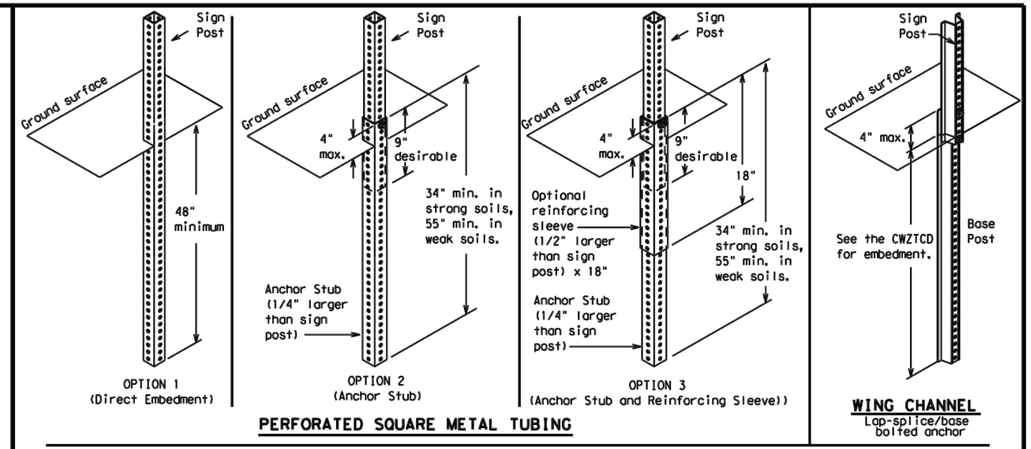
98

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



SKID MOUNTED WOOD SIGN SUPPORTS

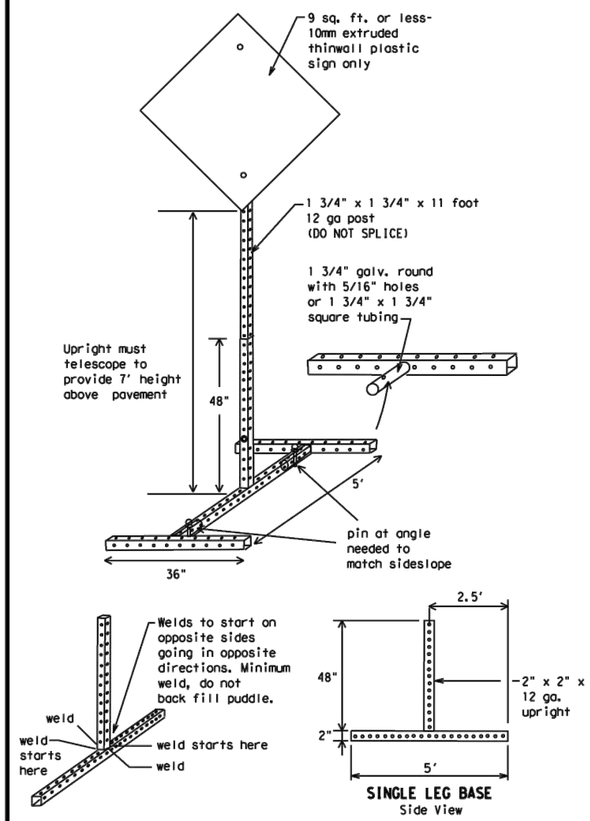
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

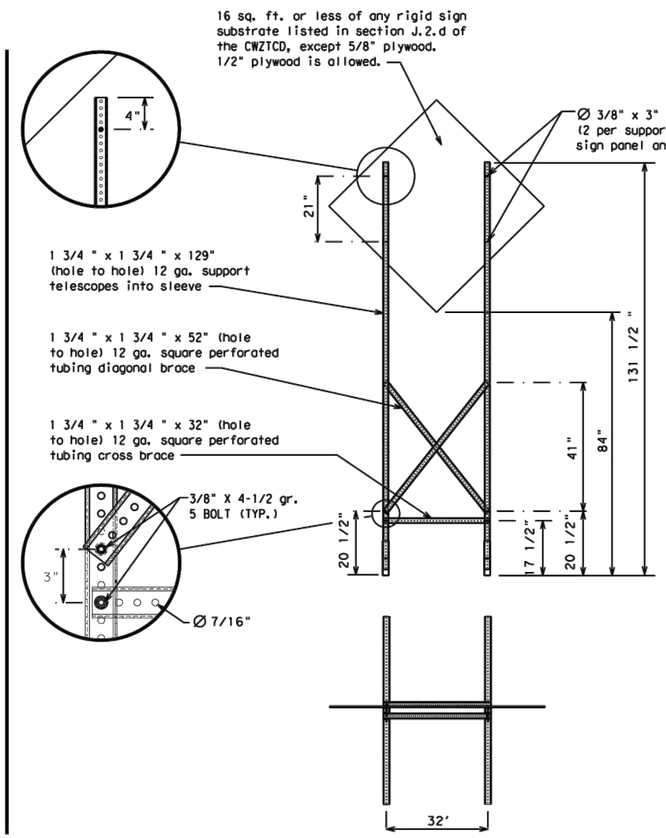


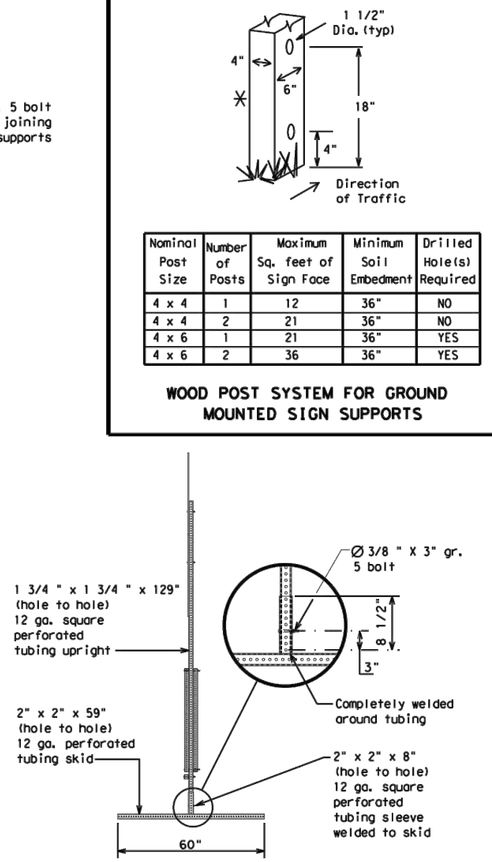
PERFORATED SQUARE METAL TUBING

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.







Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS

SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✳ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12

Texas Department of Transportation | *Traffic Operations Division Standard*

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 7-13	DIST	COUNTY		SHEET NO. 21

99

DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-13

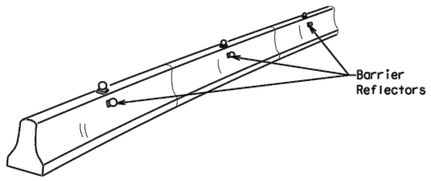
FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 7-13	DIST	COUNTY		SHEET NO. 22

100

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

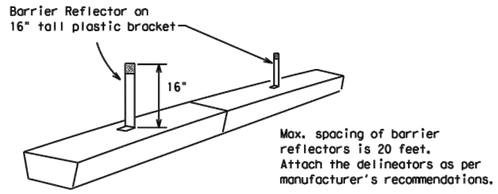
DATE:
FILE:

1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

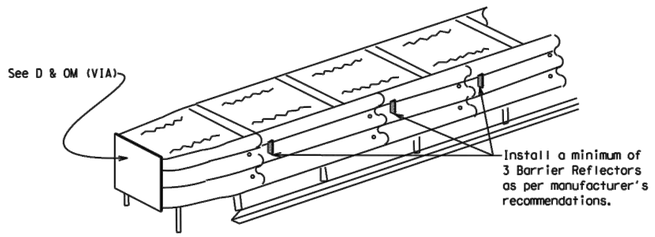


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

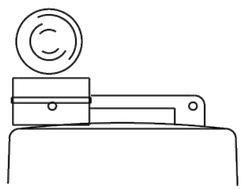


DELINEATION OF END TREATMENTS

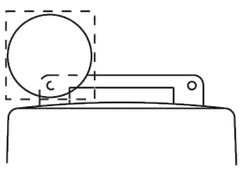
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

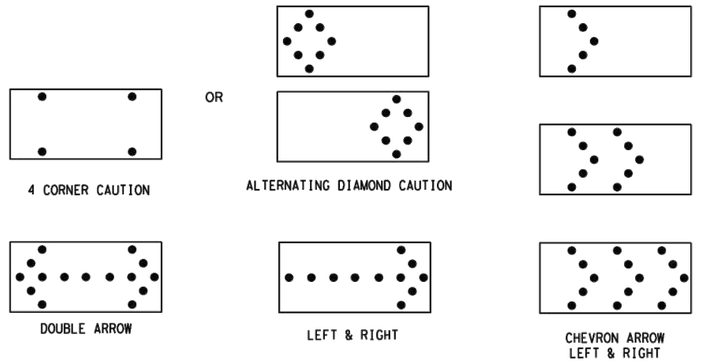
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07	DIST	COUNTY		SHEET NO.
7-13				23

101

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

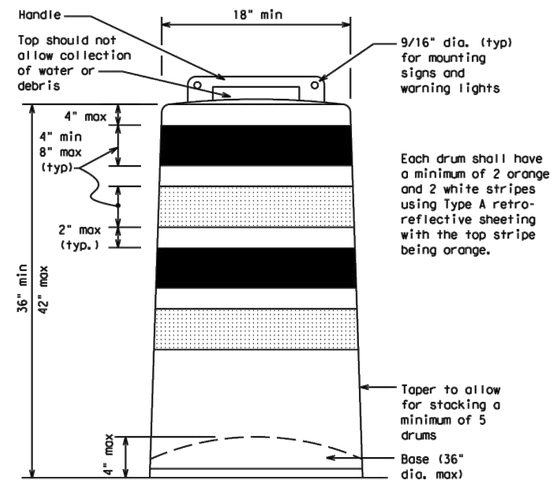
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

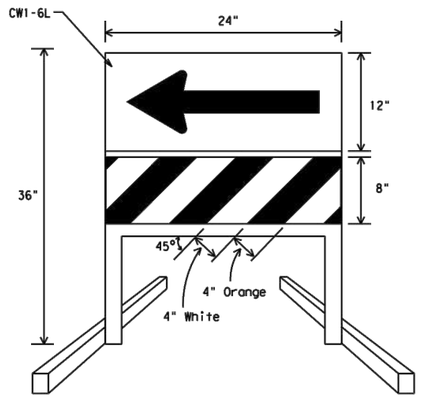
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.

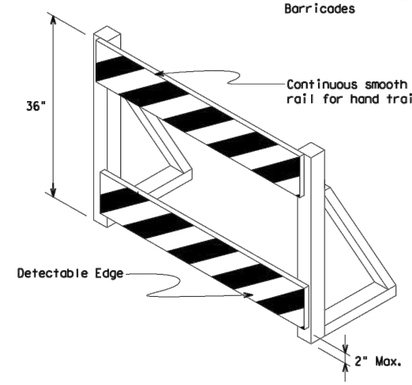




DIRECTION INDICATOR BARRICADE

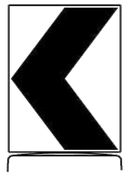
1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B_{FL} or Type C_{FL} Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.

This detail is not intended for fabrication. See note 3 and the CWZTCD list for providers of approved Detectable Pedestrian Barricades

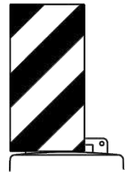


DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

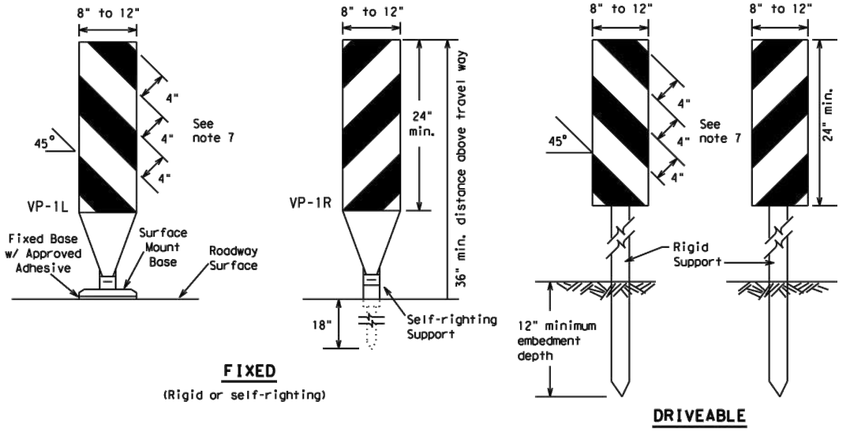
BC(8)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
4-03 7-13	DIST	COUNTY		SHEET NO.
9-07				24

102

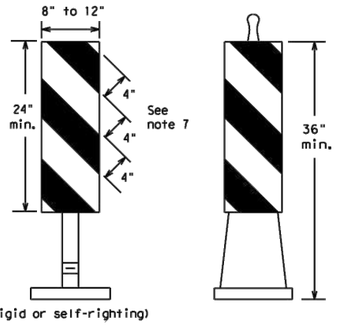
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



FIXED
(Rigid or self-righting)

DRIVEABLE

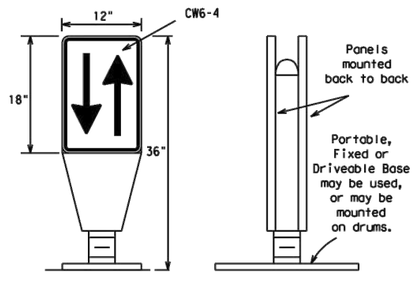


(Rigid or self-righting)

PORTABLE

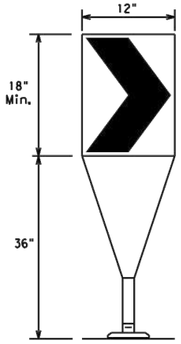
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



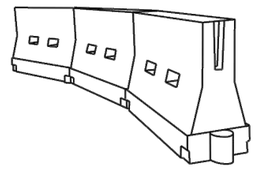
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L=WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 7-13	DIST	COUNTY		SHEET NO. 25

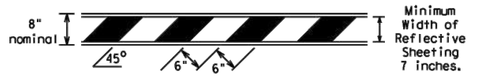
103

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

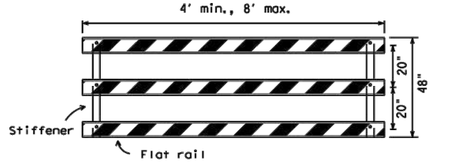
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



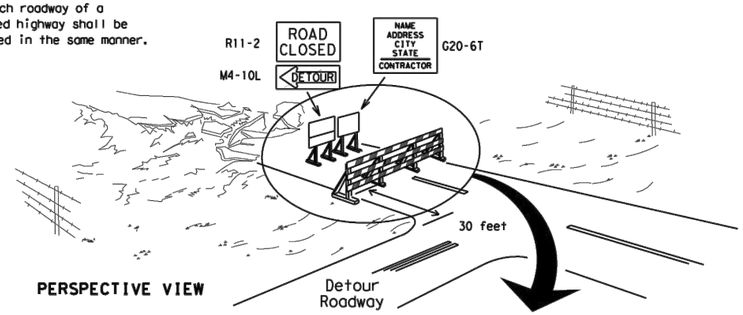
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

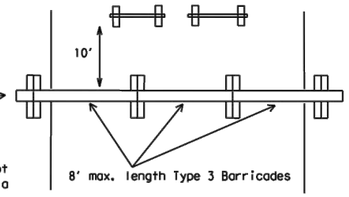
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

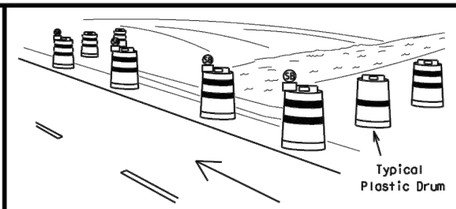
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

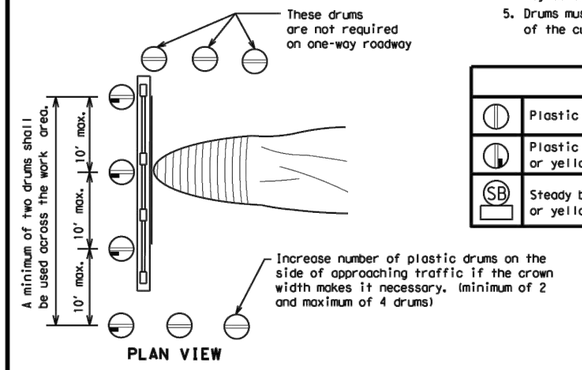
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

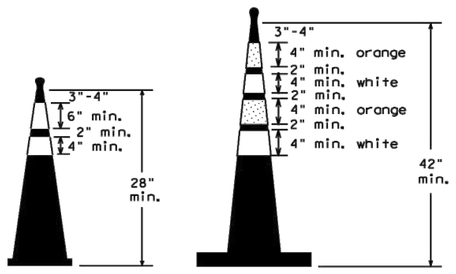
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

PLAN VIEW

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

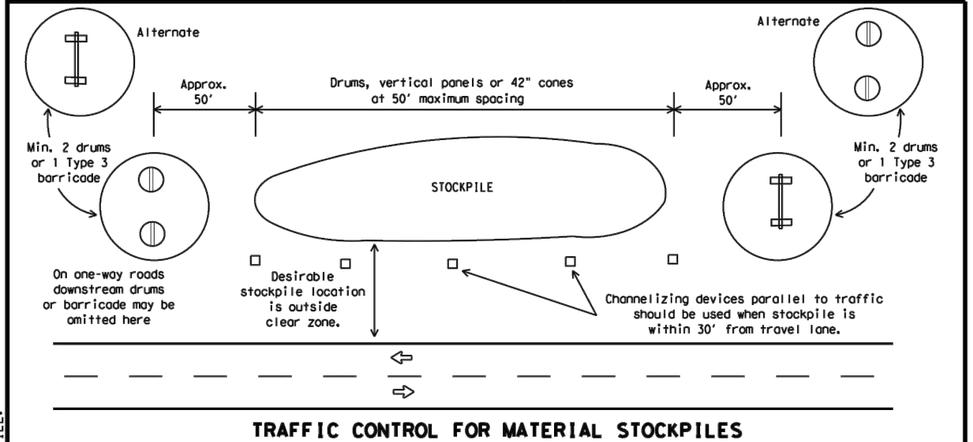


Two-Piece cones | One-Piece cones | Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

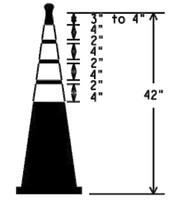
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 7-13	DIST	COUNTY		SHEET NO. 26

104

DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

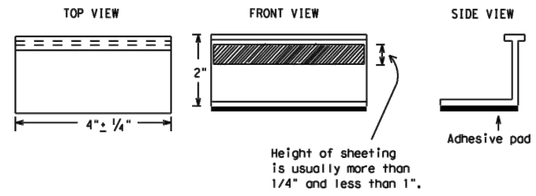
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-13

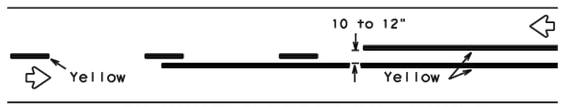
FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-98 11-02 7-13	DIST	COUNTY		SHEET NO.
1-02 9-07				27

105

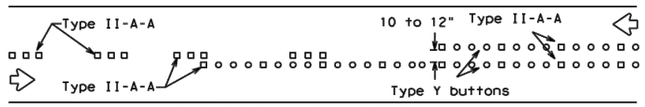
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

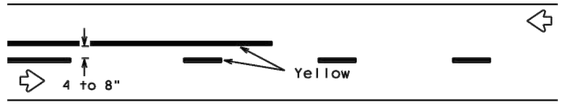
PAVEMENT MARKING PATTERNS



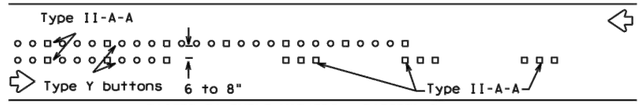
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



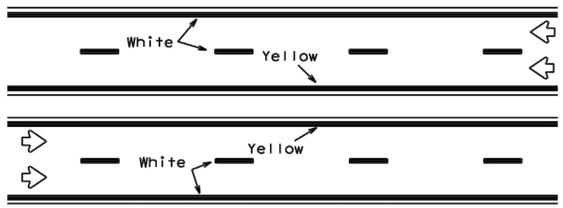
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



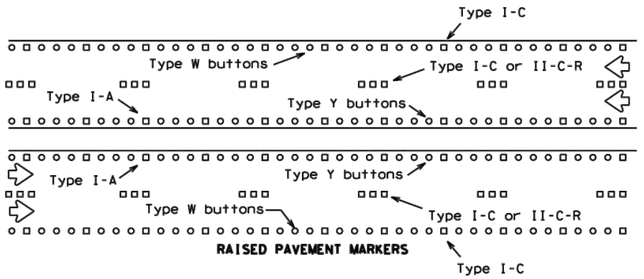
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer.
Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



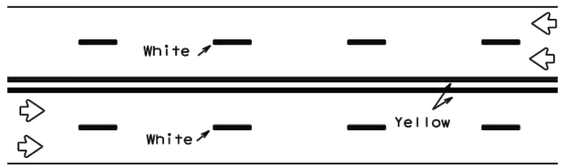
REFLECTORIZED PAVEMENT MARKINGS



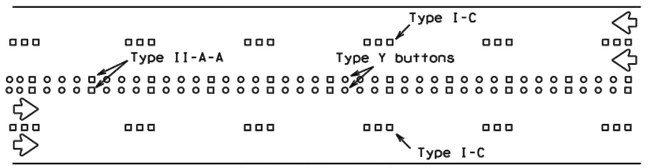
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



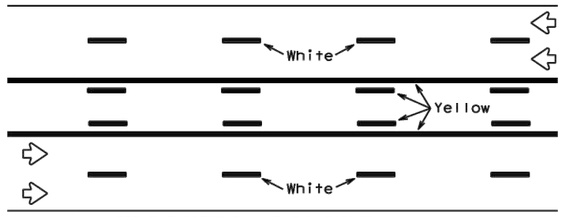
REFLECTORIZED PAVEMENT MARKINGS



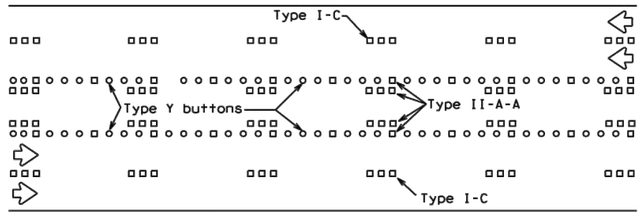
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS

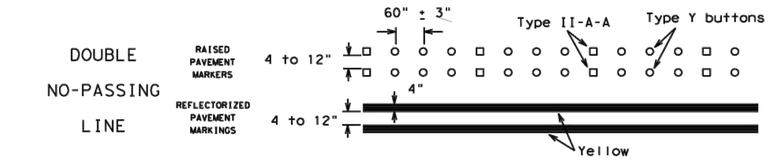


RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

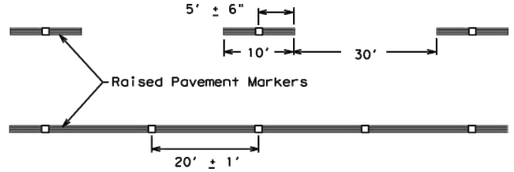
TWO-WAY LEFT TURN LANE

STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

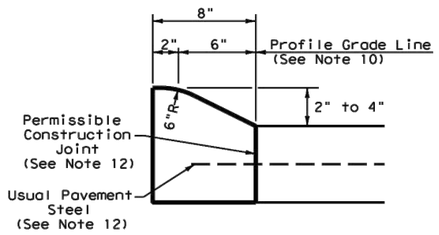
BC(12)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS				
1-97 11-02 7-13	DIST	COUNTY		SHEET NO.
2-98 9-07				28

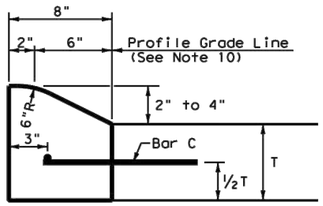
106

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

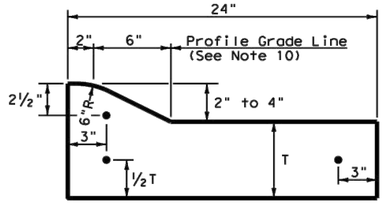
DATE:
FILE:



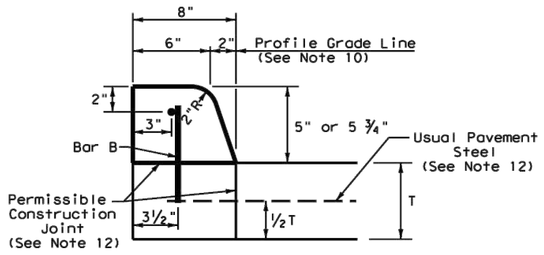
TYPE I CURB (MONOLITHIC)
2" - 4" HEIGHT



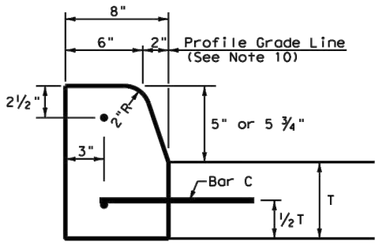
TYPE I CURB
2" - 4" HEIGHT



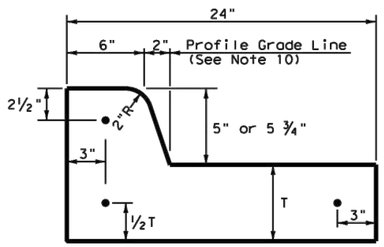
TYPE I CURB AND GUTTER
2" - 4" HEIGHT



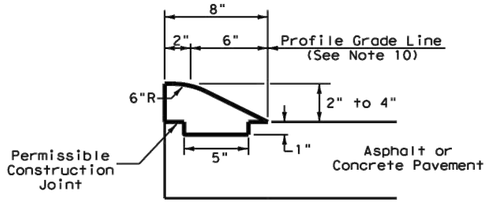
TYPE II CURB (MONOLITHIC)
5" - 5 ¾" HEIGHT



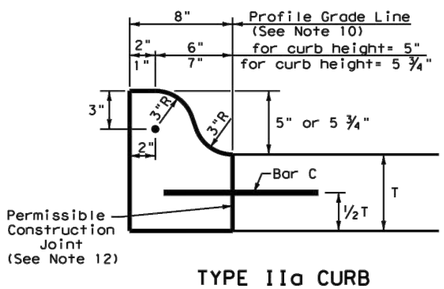
TYPE II CURB
5" - 5 ¾" HEIGHT



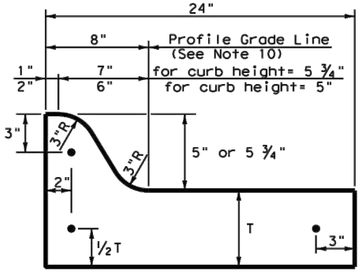
TYPE II CURB AND GUTTER
5" - 5 ¾" HEIGHT



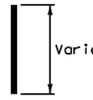
TYPE III CURB (KEYED)
2" - 4" HEIGHT



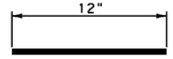
TYPE IIa CURB
5" - 5 ¾" HEIGHT



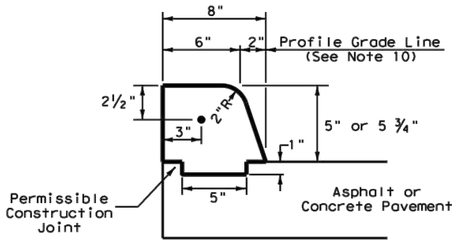
TYPE IIa CURB AND GUTTER
5" - 5 ¾" HEIGHT



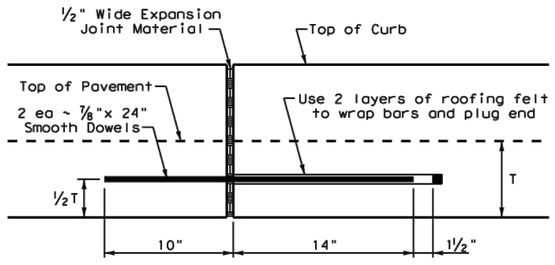
BAR B



BAR C

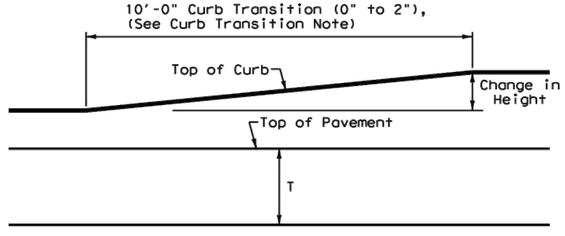


TYPE IV CURB (KEYED)
5" - 5 ¾" HEIGHT



EXPANSION JOINT DETAIL

Curb Transition Note:
Field conditions may require a longer or shorter transition, and shall be shown elsewhere in the plans, or as directed by the Engineer.



CURB TRANSITION
Note: To be paid for as Highest Curb

General Notes

1. All materials and construction shall be in accordance with Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter."
2. Concrete shall be Class A.
3. When reinforcing bars are used, they shall be No. 4 unless otherwise shown. The use of synthetic fiber in lieu of steel reinforcing is acceptable, provided the fiber producer is on the Department Producer List (MPL), maintained by TxDOT, Construction Division.
4. Round exposed sharp edges with a rounding tool, to a minimum radius of ¼inch.
5. All existing curbs and driveways to be removed shall be sawed or removed at existing joints.
6. Where concrete curb is placed on existing concrete pavement, the pavement shall be drilled and the reinforcing bars grouted in place.
7. Expansion and contraction joints shall be constructed to match pavement joints in all curbs and curb and gutter adjacent to jointed concrete pavement. Where placement of curb or curb and gutter is not adjacent to concrete pavement, expansion joints shall be provided at structures, curb returns at streets, and at locations directed by The Engineer.
8. Vertical and horizontal dowel bars and transverse reinforcing bars shall be placed at four feet C-C.
9. Dimension 'T' shown is the thickness of concrete pavement. When curb is installed adjacent to flexible pavement dimension 'T' is 8" maximum.
10. Usual profile grade line. Refer to typical sections and plan-profile sheets for exact locations.
11. One-half inch expansion joint material shall be provided where curb or curb and gutter is adjacent to sidewalk or riprap.
12. When vertical permissible construction joints are used, resulting in a longitudinal construction joint in the pavement, the longitudinal pavement steel shall be placed in accordance with pavement details shown elsewhere in the plans for longitudinal construction joints. Reinforcing steel for curb section shall then conform to that required for concrete curb.

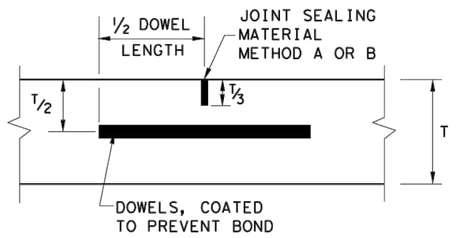
Texas Department of Transportation — Design Division Standard

CONCRETE CURB AND CURB AND GUTTER

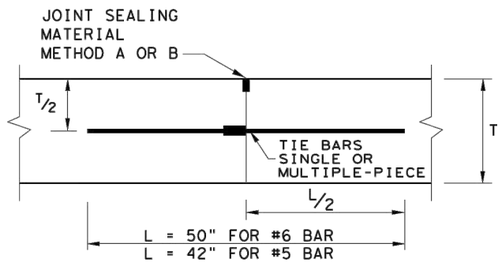
CCCG-12

FILE: cccg12.dgn	DN: TxDOT	CK: AM	DW: VP	CK: VP	
©TxDOT: 1995	CONT	SECT	JOB	HIGHWAY	
REVISIONS UPDATED 2012 - VP					
	DIST	COUNTY		SHEET NO.	
				29	

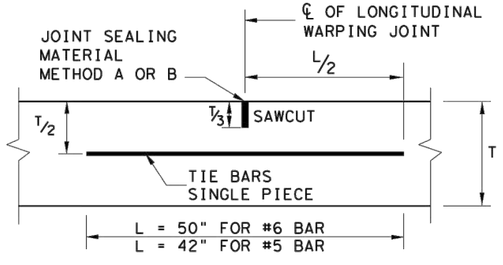
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



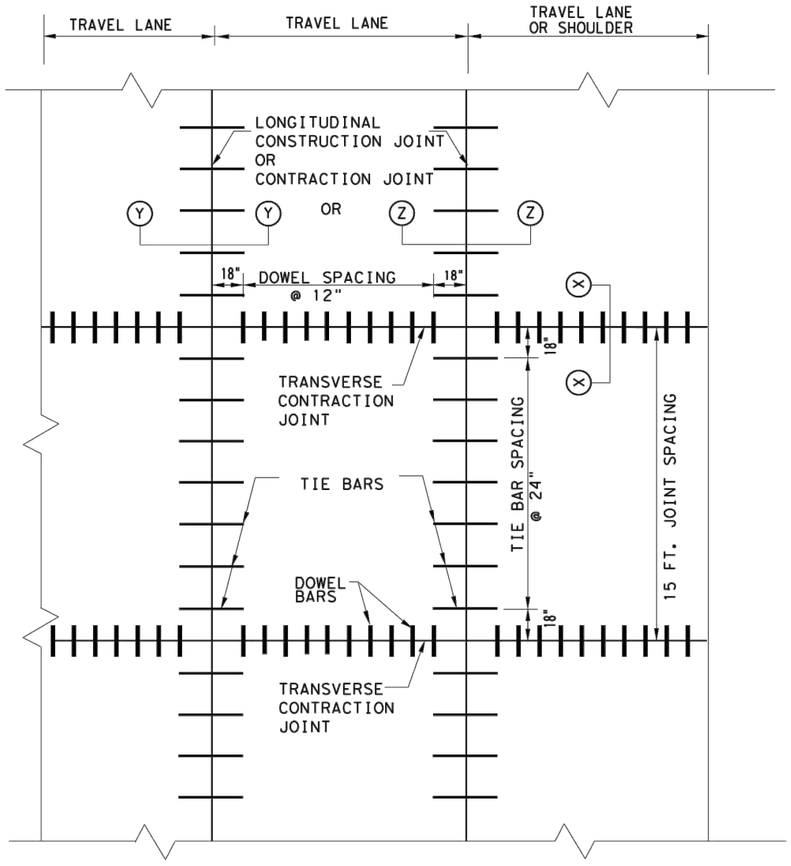
TRANSVERSE CONTRACTION JOINT
SECTION X-X



LONGITUDINAL CONSTRUCTION JOINT
SECTION Y-Y



LONGITUDINAL CONTRACTION JOINT
SECTION Z-Z



TYPICAL PAVEMENT LAYOUT
PLAN VIEW (NOT TO SCALE)

GENERAL NOTES

1. DETAILS FOR PAVEMENT WIDTH, PAVEMENT THICKNESS AND THE CROWN CROSS-SLOPE SHALL BE SHOWN ELSEWHERE IN THE PLANS. PAVEMENTS WIDER THAN 100 FT. WITHOUT A FREE LONGITUDINAL JOINT ARE NOT COVERED BY THIS STANDARD.
2. FOR FURTHER INFORMATION REGARDING THE PLACEMENT OF CONCRETE AND LOAD TRANSFER DEVICES REFER TO THE GOVERNING SPECIFICATION FOR "CONCRETE PAVEMENT".
3. THE SPACING BETWEEN TRANSVERSE CONTRACTION JOINTS SHALL BE 15 FT. UNLESS OTHERWISE SHOWN IN THE PLANS.
4. TRANSVERSE CONSTRUCTION JOINTS MAY BE FORMED BY USE OF METAL OR WOOD FORMS EQUAL IN DEPTH TO THE DEPTH OF PAVEMENT, OR BY METHODS APPROVED BY THE ENGINEER.
5. USE HAND-OPERATED IMMERSION VIBRATORS TO CONSOLIDATE THE CONCRETE ADJACENT TO ALL THE FORMED JOINTS.
6. PAVEMENT WIDTHS OF MORE THAN 15 FT. SHALL HAVE A LONGITUDINAL JOINT (SECTION Z-Z OR SECTION Y-Y). THESE JOINTS SHALL BE LOCATED WITHIN 6 IN. OF THE LANE LINE UNLESS THE JOINT LOCATION IS SHOWN ELSEWHERE ON THE PLANS.
7. THE JOINT BETWEEN OUTSIDE LANE AND SHOULDER SHALL BE A LONGITUDINAL CONTRACTION JOINT (SECTION Z-Z) UNLESS OTHERWISE SHOWN IN THE PLANS. THE SAW CUT DEPTH FOR THE LONGITUDIANL CONTRACTION JOINT (SECTION Z-Z) SHALL BE ONE THIRD OF THE SLABTHICKNESS (T/3).
8. WHEN TYING CONCRETE GUTTER AT A LONGITUDINAL JOINT, THE TIE BAR LENGTH OR POSITION MAY BE ADJUSTED. PROVIDE 3 IN. OF CONCRETE COVER FROM THE BACK OF GUTTER TO THE END OF TIE BAR.
9. REPLACE MISSING OR DAMAGED TIE BARS WITHOUT ADDITIONAL COMPENSATION BY DRILLING MIN. 10 IN. DEEP AND GROUTING TIE BARS WITH TYPE III, CLASS C EPOXY. MEET THE PULL-OUT TEST REQUIREMENTS IN ITEM 361.
10. WHEN AN MONOLITHIIC CURB IS SPECIFIED, THE JOINT IN THE CURB SHALL COINCIDE WITH PAVEMENT JOINTS AND MAY BE FORMED BY ANY MEANS APPROVED BY THE ENGINEER.
11. DOWEL BAR PLACEMENT TOLERANCE SHALL BE +/- 1/4 IN. HORIZONTALLY AND VERTICALLY UNLESS OTHERWISE SPECIFIED. WHERE DOWEL BAR BASKETS ARE USED, REMOVE THE SHIPPING WIRES.
12. THE DETAIL FOR JOINT SEALANT AND RESERVOIR IS SHOWN ON STANDARD SHEET "CONCRETE PAVING DETAILS, JOINT SEALS."

TABLE NO. 1 DOWELS (SMOOTH BARS)		
SLAB THICKNESS T (IN.)	BAR DIA. AND LENGTH	AVERAGE SPACING (IN.)
6 to 7.5	1" X 18"	12
8 to 10	1 1/4" X 18"	12
>= 10.5	1 1/2" X 18"	12

TABLE NO. 2 TIE BARS (DEFORMED BARS)		
SLAB THICKNESS T (IN.)	BAR SIZE	AVERAGE SPACING (IN.)
6 to 7.5	#5	24
>= 8	#6	24

SHEET 1 OF 2

Texas Department of Transportation | Design Division Standard

CONCRETE PAVEMENT DETAILS
CONTRACTION DESIGN
T-6 to 12 INCHES

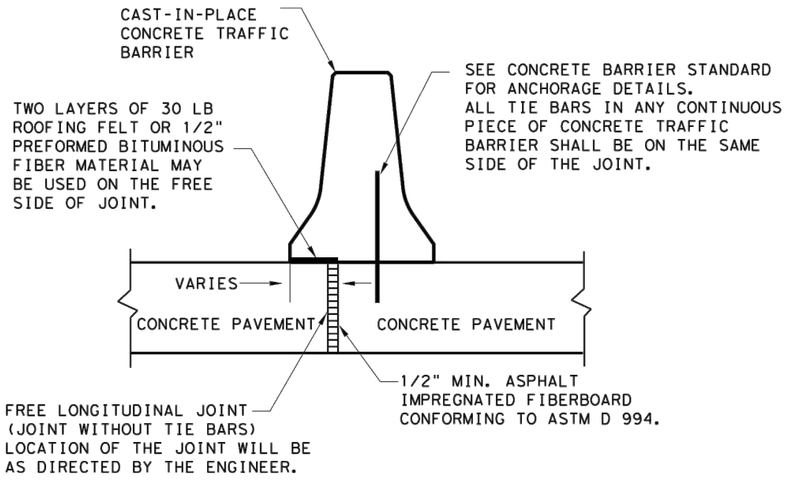
CPCD-14

FILE: cpcd14.dgn	DN: TxDOT	DN: HC	DW: HC	CK: AN
©TxDOT: DECEMBER 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				30

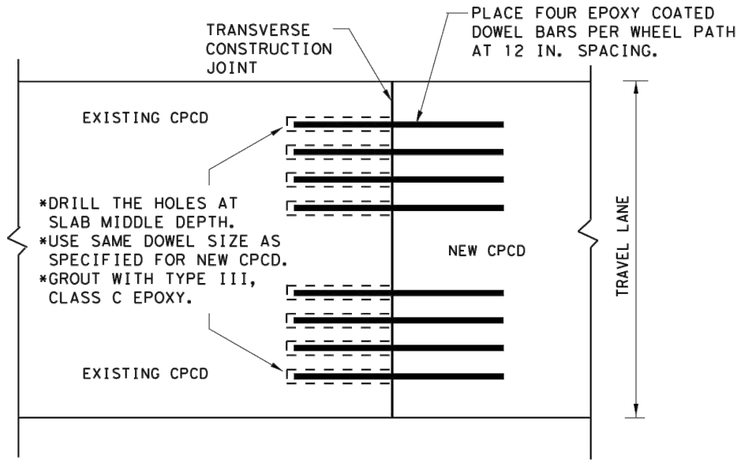
DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



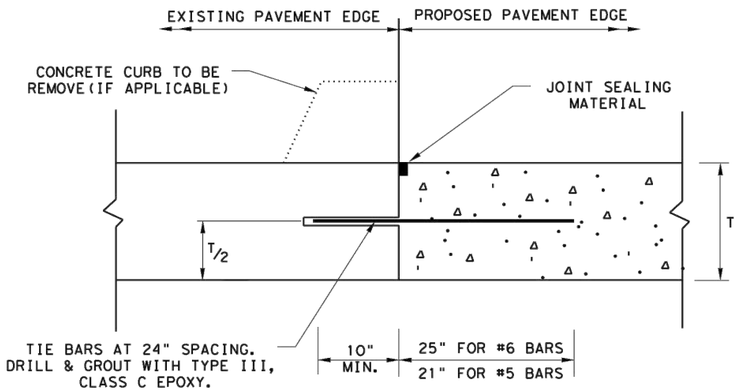
FREE LONGITUDINAL JOINT DETAIL



TRANSVERSE JOINT DETAIL

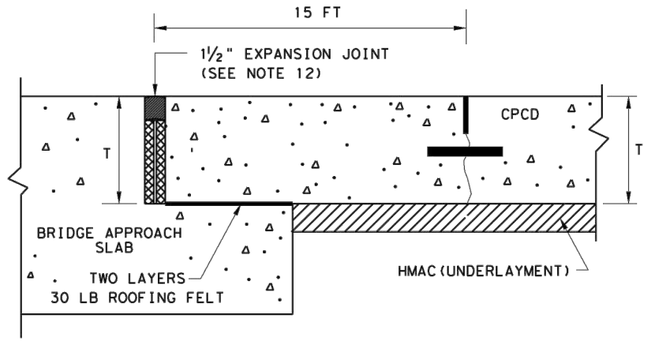
EXISTING CPCD TO NEW CPCD

PLAN VIEW (NOT TO SCALE)



1. BEFORE WIDENING WORK, DEMONSTRATE THAT THE BOND STRENGTH OF THE EPOXY-GROUTED TIE BARS MEETS THE REQUIREMENTS OF PULL-OUT TEST SPECIFIED IN ITEM 361.
2. SPACE TIE BARS AT 24" SPACING. USE #6 BARS FOR 8" AND THICKER SLABS, USE #5 BARS FOR LESS THAN 8" THICK SLABS.
3. THE TRANSVERSE JOINTS OF PROPOSED PAVEMENT SHALL COINCIDE WITH EXISTING PAVEMENT JOINTS UNLESS OTHERWISE SHOWN ON THE PLANS.

LONGITUDINAL WIDENING JOINT DETAIL



TRANSVERSE EXPANSION JOINT DETAIL

AT BRIDGE APPROACH

SHEET 2 OF 2

Texas Department of Transportation | Design Division Standard

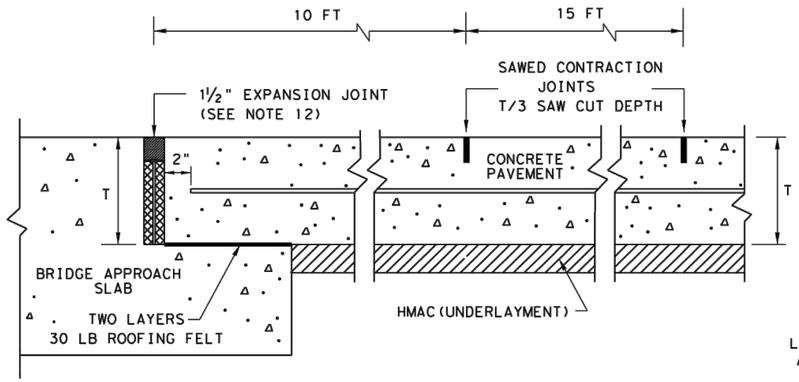
CONCRETE PAVEMENT DETAILS
CONTRACTION DESIGN
T-6 to 12 INCHES

CPCD-14

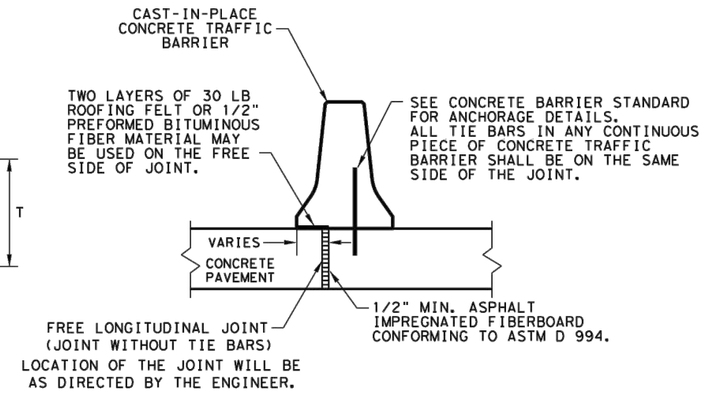
FILE: cpcd14.dgn	DN: TxDOT	DN: HC	DW: HC	CK: AN
©TxDOT: DECEMBER 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				31

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

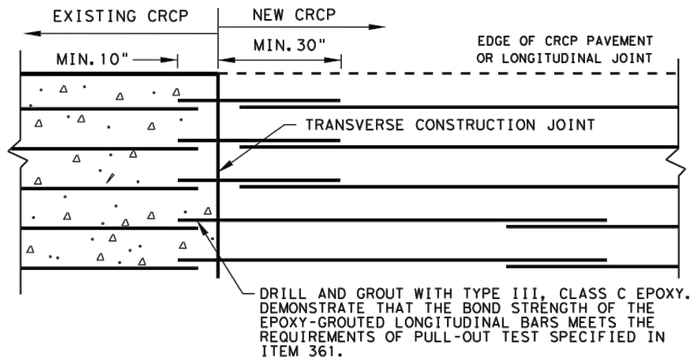
DATE:
FILE:



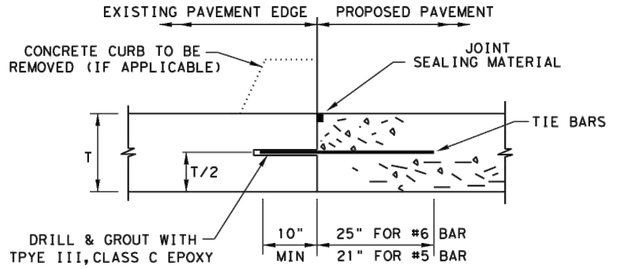
TRANSVERSE EXPANSION JOINT DETAIL
AT BRIDGE APPROACH



FREE LONGITUDINAL JOINT DETAIL

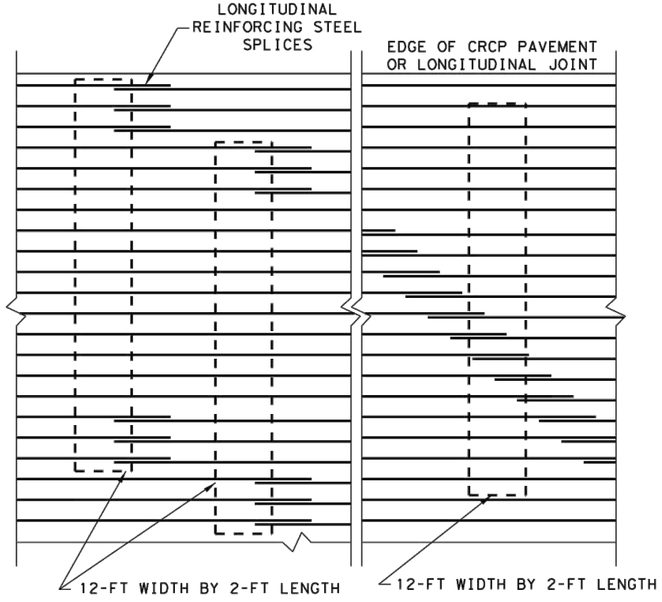


OPTION A: DRILL AND EPOXY
PLAN VIEW (NOT TO SCALE)



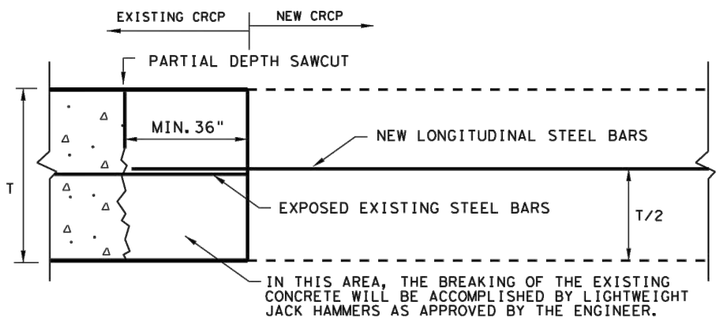
1. BEFORE WIDENING WORK, DEMONSTRATE THAT THE BOND STRENGTH OF THE EPOXY-GROUTED TIE BARS MEETS THE REQURIMENTS OF PULL-OUT TEST SPECIFIED IN ITEM 361.
2. SPACE TIE BARS AT 24" SPACING. USE #6 TIE BARS FOR 8" AND THICKER SLABS, USE #5 TIE BARS FOR LESS THAN 8" THICK SLABS.

LONGITUDINAL WIDENING JOINT DETAIL



STAGGER THE LAP LOCATIONS SO THAT NO MORE THAN 1/3 OF THE LONGITUDINAL STEEL IS SPLICED IN ANY GIVEN 12-FT. WIDTH AND 2-FT. LENGTH OF THE PAVEMENT. ANY OTHER LAP CONFIGURATION MEETING THIS REQUIREMENT WILL BE ALLOWED.

EXAMPLES OF LAP CONFIGURATION
PLAN VIEW (NOT TO SCALE)



OPTION B: BREAKBACK AND LAP

TRANSVERSE TIE JOINT DETAIL
EXISTING CRCP TO NEW CRCP

SHEET 2 OF 2

Texas Department of Transportation | Design Division Standard

CONTINUOUSLY REINFORCED CONCRETE PAVEMENT

ONE LAYER STEEL BAR PLACEMENT
T - 7 to 13 INCHES

CRCP(1)-20

FILE: crcp120.dgn	DN: TxDOT	CK: KM	DW: AN	CK: VP		
©TxDOT: APRIL 2020	CONT	SECT	JOB		HIGHWAY	
REVISIONS 03/16/2020 REMOVED TABLE 1A						
	DIST	COUNTY			SHEET NO.	
					32	

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

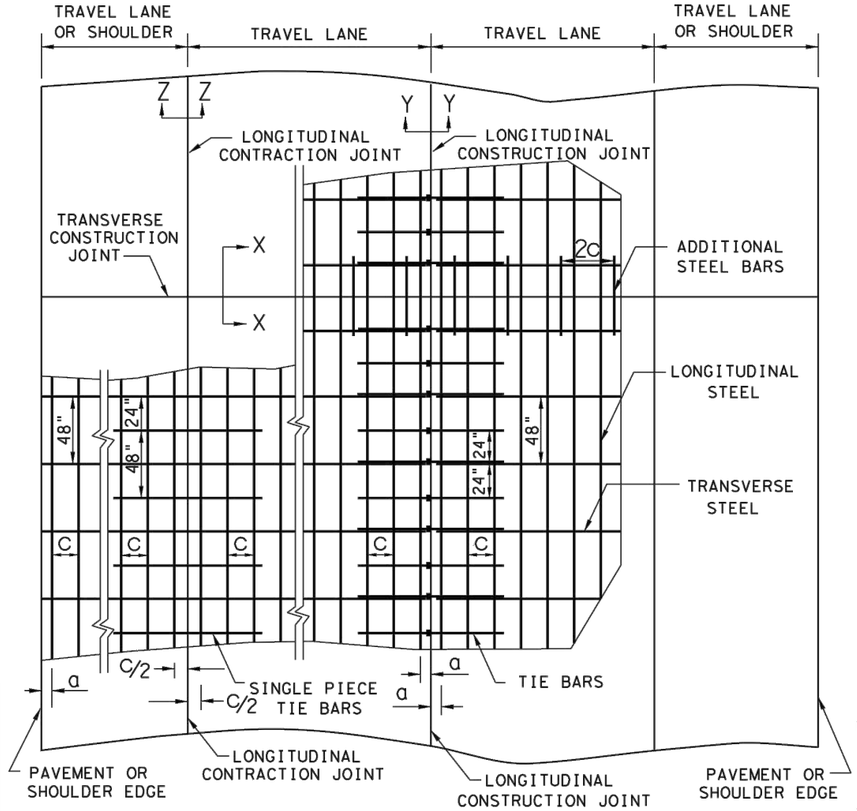
DATE:
FILE:

TABLE NO. 1 LONGITUDINAL STEEL

SLAB THICKNESS AND BAR SIZE		REGULAR STEEL BARS	FIRST SPACING AT EDGE OR JOINT	ADDITIONAL STEEL BARS AT TRANSVERSE CONSTRUCTION JOINT (SECTION X-X)	
T (IN.)	BAR SIZE	SPACING c (IN.)	SPACING a (IN.)	SPACING 2 x c (IN.)	LENGTH L (IN.)
7.0	#5	6.5	3 TO 4	13	50
7.5	#5	6.0	3 TO 4	12	50
8.0	#6	9.0	3 TO 4	18	50
8.5	#6	8.5	3 TO 4	17	50
9.0	#6	8.0	3 TO 4	16	50
9.5	#6	7.5	3 TO 4	15	50
10.0	#6	7.0	3 TO 4	14	50
10.5	#6	6.75	3 TO 4	13.5	50
11.0	#6	6.5	3 TO 4	13	50
11.5	#6	6.25	3 TO 4	12.5	50
12.0	#6	6.0	3 TO 4	12	50
12.5	#6	5.75	3 TO 4	11.5	50
13.0	#6	5.5	3 TO 4	11	50

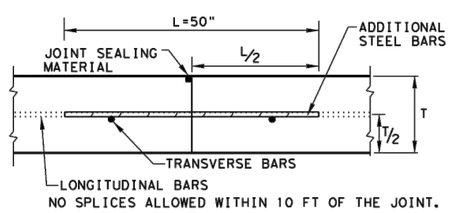
TABLE NO. 2 TRANSVERSE STEEL AND TIE BARS

SLAB THICKNESS (IN.)	TRANSVERSE STEEL		TIE BARS AT LONGITUDINAL CONTRACTION JOINT (SECTION Z-Z)		TIE BARS AT LONGITUDINAL CONSTRUCTION JOINT (SECTION Y-Y)	
	BAR SIZE	SPACING (IN.)	BAR SIZE	SPACING (IN.)	BAR SIZE	SPACING (IN.)
7.0 - 7.5	#5	48	#5	48	#5	24
8.0 - 13.0	#5	48	#6	48	#6	24



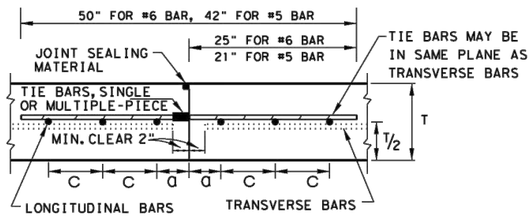
TYPICAL PAVEMENT LAYOUT

PLAN VIEW (NOT TO SCALE)



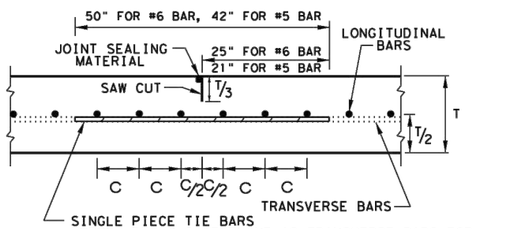
TRANSVERSE CONSTRUCTION JOINT

SECTION X - X



LONGITUDINAL CONSTRUCTION JOINT

SECTION Y - Y



LONGITUDINAL CONTRACTION JOINT

SECTION Z - Z

GENERAL NOTES

1. DETAILS FOR PAVEMENT WIDTH, PAVEMENT THICKNESS AND THE CROWN CROSS-SLOPE SHALL BE SHOWN ELSEWHERE IN THE PLANS. PAVEMENTS WIDER THAN 100 FT. WITHOUT A FREE LONGITUDINAL JOINT ARE NOT COVERED BY THIS STANDARD.
2. USE COARSE AGGREGATES WITH A RATED COEFFICIENT OF THERMAL EXPANSION (CoTE) OF NOT MORE THAN 5.5 X 10^{-6} IN/IN/ °F AS LISTED IN THE CONCRETE RATED SOURCE QUALITY CATALOG (CRSQC).
3. ALL THE REINFORCING STEEL AND TIE BARS SHALL BE DEFORMED STEEL BARS CONFORMING TO ASTM A 615 (GRADE 60) OR ASTM A 996 (GRADE 60) OR ABOVE. STEEL BAR SIZES AND SPACINGS SHALL CONFORM TO TABLE NO. 1 AND TABLE NO. 2.
4. STEEL BAR PLACEMENT TOLERANCE SHALL BE +/- 1 IN. HORIZONTALLY AND +/- 0.5 IN. VERTICALLY. CALCULATED AVERAGE BAR SPACING (CONCRETE PLACEMENT WIDTH / NUMBER OF LONGITUDINAL BARS) SHALL CONFORM TO TABLE NO. 1
5. PAVEMENT WIDTHS OF MORE THAN 15 FT. SHALL HAVE A LONGITUDINAL JOINT (SECTION Z-Z OR SECTION Y-Y). THESE JOINTS SHALL BE LOCATED WITHIN 6 IN. OF THE LANE LINE UNLESS THE JOINT LOCATION IS SHOWN ELSEWHERE ON THE PLANS.
6. THE SAW CUT DEPTH FOR THE LONGITUDINAL CONTRACTION JOINT (SECTION Z-Z) SHALL BE ONE THIRD OF THE SLAB THICKNESS (T/3).
7. WHEN TYING CONCRETE GUTTER AT A LONGITUDINAL JOINT, THE TIE BAR LENGTH OR POSITION MAY BE ADJUSTED. PROVIDE 3 IN. OF CONCRETE COVER FROM THE BACK OF GUTTER TO THE END OF TIE BAR.
8. REPLACE MISSING OR DAMAGED TIE BARS WITHOUT ADDITIONAL COMPENSATION BY DRILLING MIN. 10 IN. DEEP AND GROUTING TIE BARS WITH TYPE III, CLASS C EPOXY. MEET THE PULL-OUT TEST REQUIREMENTS IN ITEM 361.
9. OMIT TIE BARS LOCATED WITHIN 18-IN. OF THE TRANSVERSE CONSTRUCTION JOINTS (SECTION X-X). USE HAND-OPERATED IMMERSION VIBRATORS TO CONSOLIDATE THE CONCRETE ADJACENT TO ALL FORMED JOINTS.
10. LONGITUDINAL REINFORCING STEEL SPLICES SHALL BE A MINIMUM OF 25 IN. STAGGER THE LAP LOCATIONS SO THAT NO MORE THAN 1/3 OF THE LONGITUDINAL STEEL IS SPLICED IN ANY GIVEN 12-FT. WIDTH AND 2-FT. LENGTH OF THE PAVEMENT.
11. THE DETAIL FOR THE JOINT SEALANT AND RESERVOIR IS SHOWN ON STANDARD SHEET "CONCRETE PAVING DETAILS, JOINT SEALS."

Texas Department of Transportation | Design Division Standard

CONTINUOUSLY REINFORCED CONCRETE PAVEMENT

ONE LAYER STEEL BAR PLACEMENT T - 7 to 13 INCHES

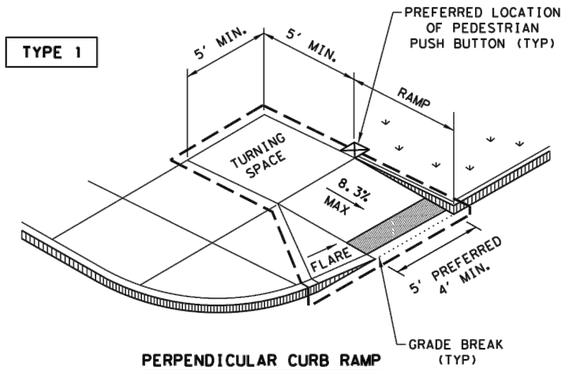
CRCP(1)-20

FILE: crcp120.dgn	DN: TxDOT	CK: KM	DW: AN	CK: VP	
©TxDOT: APRIL 2020	CONT	SECT	JOB	HIGHWAY	
REVISIONS 10/10/2011 ADD ON #12 04/09/2013 REMOVE 6" AND 6.5" ADD CTE REQUIREMENTS 05/05/2017 CoTE AS RATED 4.3	DIST	COUNTY		SHEET NO.	
				33	

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

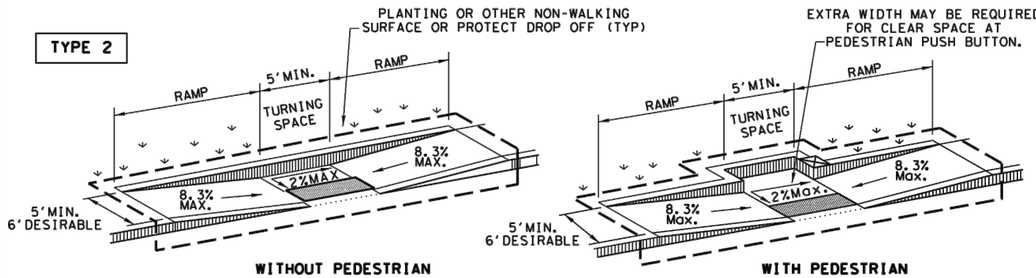
DATE:
FILE:

TYPE 1



PERPENDICULAR CURB RAMP

TYPE 2

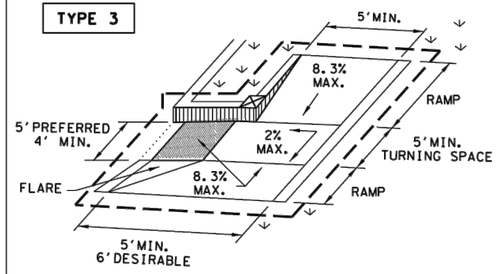


WITHOUT PEDESTRIAN PUSH BUTTON

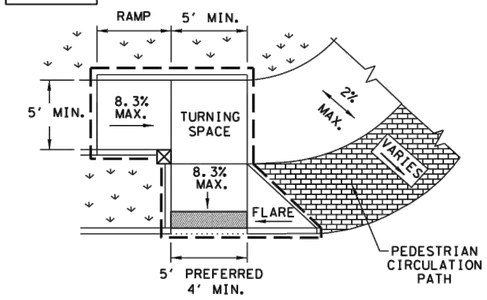
WITH PEDESTRIAN PUSH BUTTON

PARALLEL CURB RAMP

TYPE 3

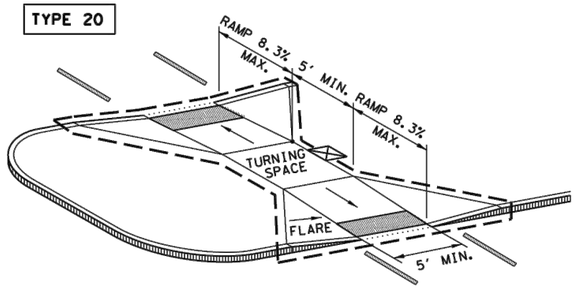


TYPE 6



COMBINATION CURB RAMPS

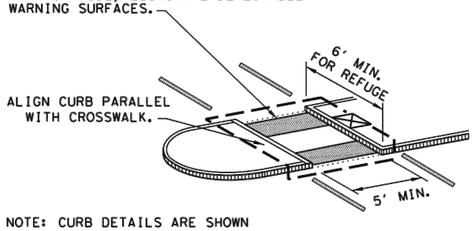
TYPE 20



CURB RAMPS AT MEDIAN ISLANDS

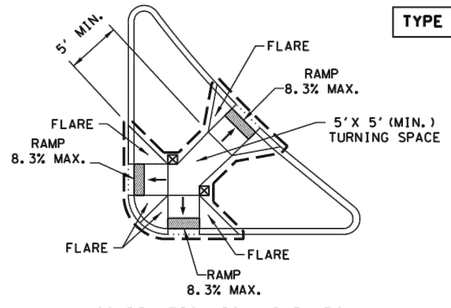
INSTALL DETECTABLE WARNING SURFACE AT EACH END OF THE CUT-THROUGH RAMP WITH A MINIMUM 2' USUAL SIDEWALK SURFACE BETWEEN. IF MEDIAN IS LESS THAN 6' WIDE, ELIMINATE DETECTABLE WARNING SURFACES.

TYPE 21



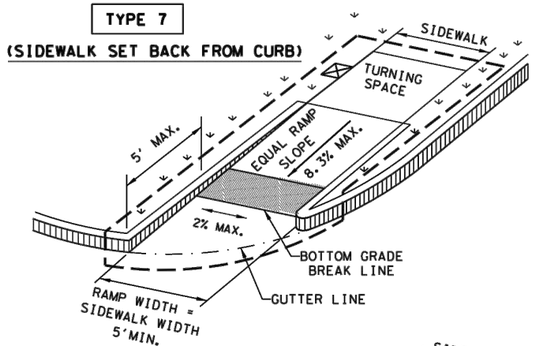
NOTE: CURB DETAILS ARE SHOWN ELSEWHERE IN THE PLANS.

TYPE 22

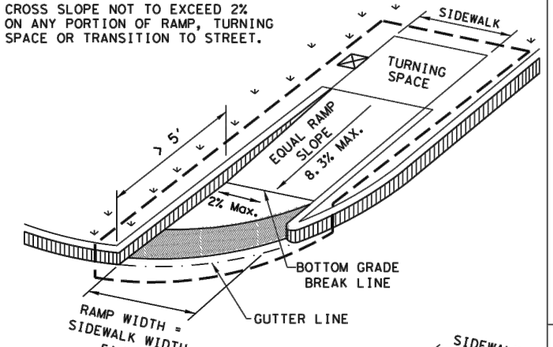


COMBINATION ISLAND RAMPS

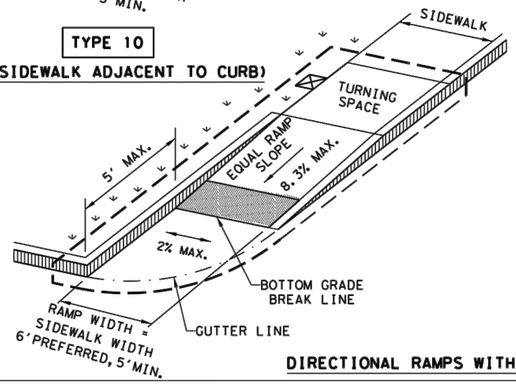
TYPE 7
(SIDEWALK SET BACK FROM CURB)



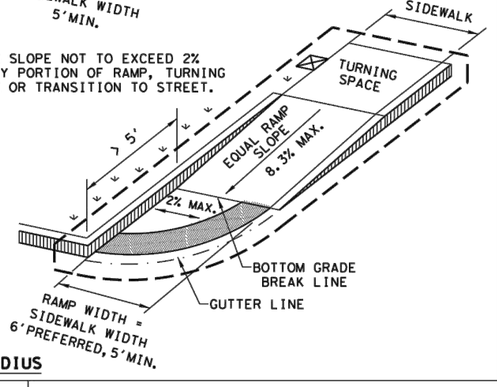
CROSS SLOPE NOT TO EXCEED 2% ON ANY PORTION OF RAMP, TURNING SPACE OR TRANSITION TO STREET.



TYPE 10
(SIDEWALK ADJACENT TO CURB)

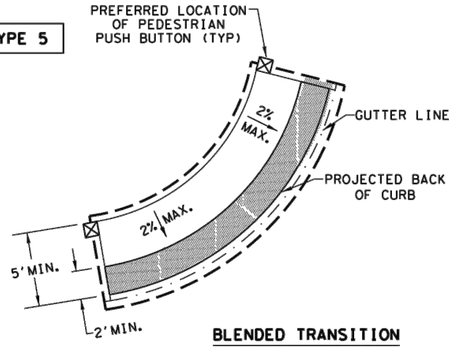


CROSS SLOPE NOT TO EXCEED 2% ON ANY PORTION OF RAMP, TURNING SPACE OR TRANSITION TO STREET.



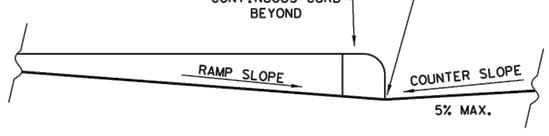
DIRECTIONAL RAMPS WITHIN RADIUS

TYPE 5



BLENDED TRANSITION
(FLUSH LANDING)

BOTTOM GRADE BREAK OF CURB RAMP WILL NORMALLY BE AT GUTTER LINE. SURFACE SLOPES AT GRADE BREAKS SHALL BE FLUSH.



TYPICAL SECTION OF PERPENDICULAR CURB RAMP AT CONNECTION TO ROADWAY

NOTES / LEGEND:

SEE GENERAL NOTES ON SHEET 2 OF 4 FOR MORE INFORMATION.

DENOTES PLANTING OR NON-WALKING SURFACE NOT PART OF PEDESTRIAN CIRCULATION PATH.

DETECTABLE WARNING SURFACE

DENOTES PREFERRED LOCATION OF PEDESTRIAN PUSH BUTTON IF APPLICABLE.

GUTTER LINE

GRADE BREAK .....

RAMP LIMITS OF PAYMENT

SHEET 1 OF 4

Texas Department of Transportation | Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-18

FILE: ped18	DN: TxDOT	DW: VP	CK: KM	CK: PK & JG
© TxDOT: MARCH, 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
REVISED 08, 2005 REVISED 06, 2012 REVISED 01, 2018	DIST	COUNTY		SHEET NO.
				34

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

GENERAL NOTES

CURB RAMPS

1. Install a curb ramp or blended transition at each pedestrian street crossing.
2. All slopes shown are maximum allowable. Cross slopes of 1.5% and lesser running should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
4. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to the back of curb, a 6' sidewalk width is desirable. Where a 5' sidewalk cannot be provided due to site constraints, sidewalk width may be reduced to 4' for short distances. 5'x 5' passing areas at intervals not to exceed 200' are required.
5. Turning Spaces shall be 5'x 5' minimum. Cross slope shall be maximum 2%.
6. Clear space at the bottom of curb ramps shall be a minimum of 4'x 4' wholly contained within the crosswalk and wholly outside the parallel vehicular travel path.
7. Provide flared sides where the pedestrian circulation path crosses the curb ramp. Flared sides shall be sloped at 10% maximum, measured parallel to the curb. Returned curbs may be used only where pedestrians would not normally walk across the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
8. Additional information on curb ramp location, design, light reflective value and texture may be found in the latest draft of the Proposed Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board).
9. To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of curbs. Medians should be designed to provide accessible passage over or through them.
10. Small channelization islands, which do not provide a minimum 5'x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
11. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown elsewhere in the plans. At intersections where crosswalk markings are not required, curb ramps shall align with theoretical crosswalks unless otherwise directed.
12. Provide curb ramps to connect the pedestrian access route at each pedestrian street crossing. Handrails are not required on curb ramps.
13. Curb ramps and landings shall be constructed and paid for in accordance with Item 531 "Sidewalks".
14. Place concrete at a minimum depth of 5" for ramps, flares and landings, unless otherwise directed.
15. Furnish and install No. 3 reinforcing steel bars at 18" o.c. both ways, unless otherwise directed.
16. Provide a smooth transition where the curb ramps connect to the street.
17. Curbs shown on sheet 1 within the limits of payment are considered part of the curb ramp for payment, whether it is concrete curb, gutter, or combined curb and gutter.
18. Existing features that comply with applicable standards may remain in place unless otherwise shown on the plans.

DETECTABLE WARNING MATERIAL

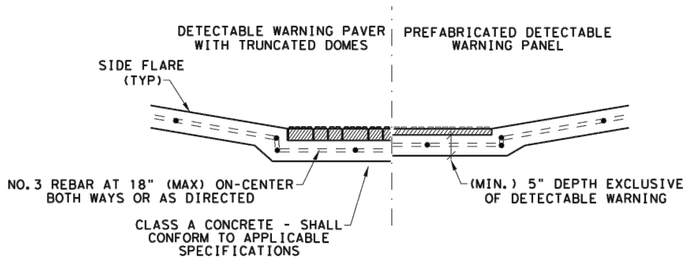
19. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with PROWAG. The surface must contrast visually with adjoining surfaces, including side flares. Furnish and install an approved cast-in-place dark brown or dark red detectable warning surface material adjacent to uncolored concrete, unless specified elsewhere in the plans.
20. Detectable Warning Materials must meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
21. Detectable warning surfaces must be firm, stable and slip resistant.
22. Detectable warning surfaces shall be a minimum of 24 inches in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
23. Detectable warning surfaces shall be located so that the edge nearest the curb line is at the back of curb and neither end of that edge is greater than 5 feet from the back of curb. Detectable warning surfaces may be curved along the corner radius.
24. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface for each curb ramp type.

DETECTABLE WARNING PAVERS (IF USED)

25. Furnish detectable warning paver units meeting all requirements of ASTM C-936, C-33. Lay in a two by two unit basket weave pattern or as directed.
26. Lay full-size units first followed by closure units consisting of at least 25 percent (25%) of a full unit. Cut detectable warning paver units using a power saw.

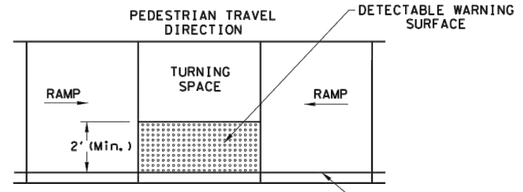
SIDEWALKS

27. Provide clear ground space at operable parts, including pedestrian push buttons. Operable parts shall be placed within unobstructed reach range specified in PROWAG section R406.
28. Place traffic signal or illumination poles, ground boxes, controller boxes, signs, drainage facilities and other items so as not to obstruct the pedestrian access route or clear ground space.
29. Street grades and cross slopes shall be as shown elsewhere in the plans.
30. Changes in level greater than 1/4 inch are not permitted.
31. The least possible grade should be used to maximize accessibility. The running slope of sidewalks and crosswalks within the public right of way may follow the grade of the parallel roadway. Where a continuous grade greater than five percent (5%) must be provided, handrails may be desirable to improve accessibility. Handrails may also be needed to protect pedestrians from potentially hazardous conditions. If provided, handrails shall comply with PROWAG R409.
32. Handrail extensions shall not protrude into the usable landing area or into intersecting pedestrian routes.
33. Driveways and turnouts shall be constructed and paid for in accordance with Item "Intersections, Driveways and Turnouts". Sidewalks shall be constructed and paid for in accordance with Item, "Sidewalks".
34. Sidewalk details are shown elsewhere in the plans.

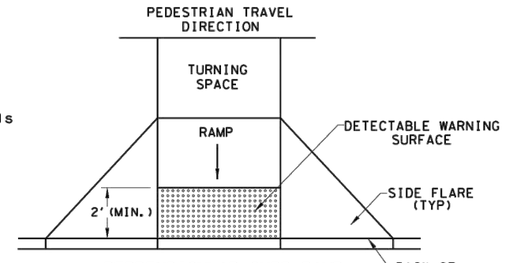


SECTION VIEW DETAIL
CURB RAMP AT DETECTIBLE WARNINGS

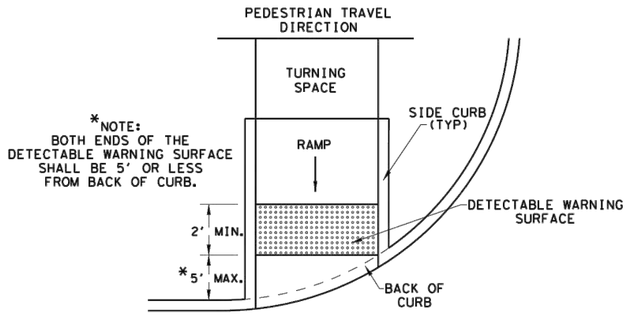
DETECTABLE WARNING SURFACE DETAILS



PARALLEL CURB RAMP
TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON LANDING AT STREET EDGE.



PERPENDICULAR CURB RAMP
TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON SLOPING RAMP RUN.



DIRECTIONAL CURB RAMP
TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON SLOPING RAMP RUN.

Texas Department of Transportation
Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

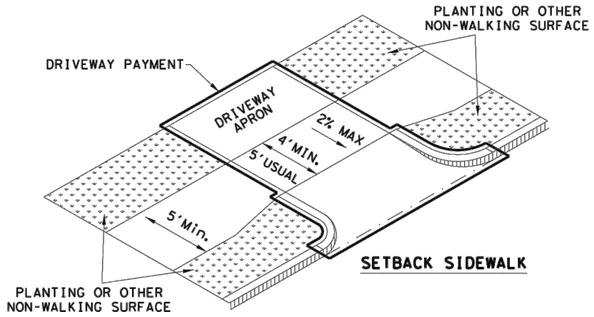
PED-18

FILE: ped18	DN: TxDOT		DW: VP	CK: KM	CK: PK & JG
© TxDOT: MARCH, 2002	CONT	SECT	JOB		HIGHWAY
REVISIONS					
REVISED 08,2005 REVISED 06,2012 REVISED 01,2018	DIST	COUNTY			SHEET NO.
					35

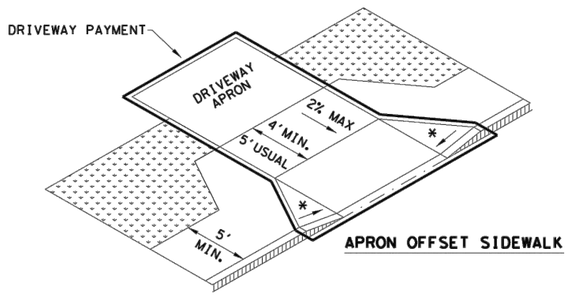
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

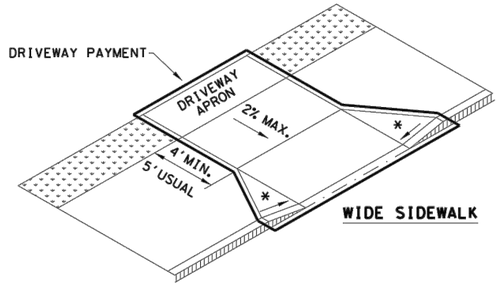
SIDEWALK TREATMENT AT DRIVEWAYS



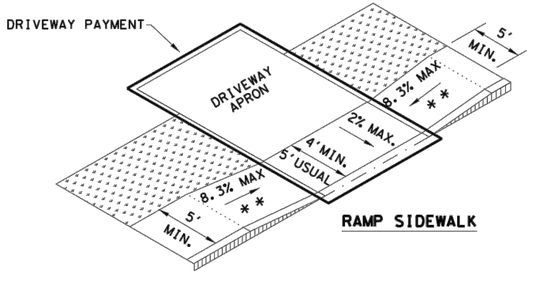
SETBACK SIDEWALK



APRON OFFSET SIDEWALK



WIDE SIDEWALK

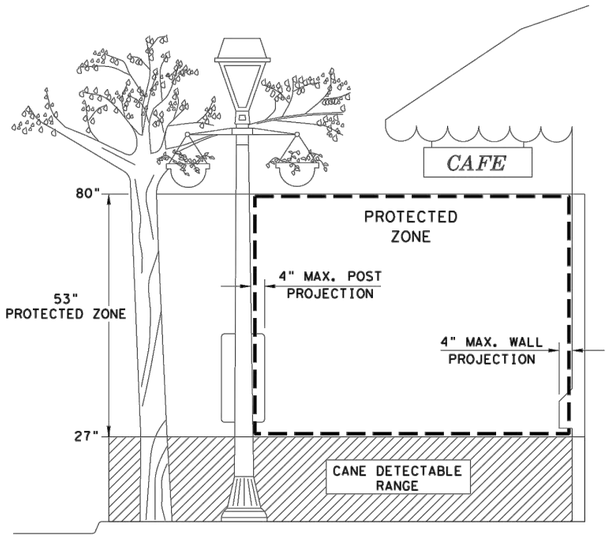


RAMP SIDEWALK

NOTES:

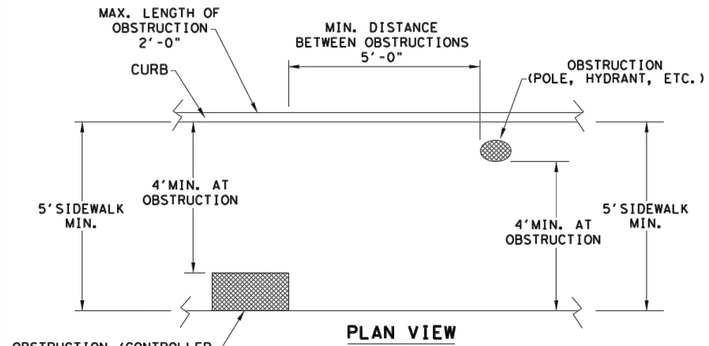
* WHERE DRIVEWAYS CROSS THE PEDESTRIAN ROUTE, SIDES SHALL BE FLARED AT 10% MAX SLOPE.

* * IF CURB HEIGHT IS GREATER THAN 6 INCHES, USE GRADE LESS THAN OR EQUAL TO 5%. HANDRAIL AND DETECTABLE WARNING ARE NOT REQUIRED.



PROTECTED ZONE

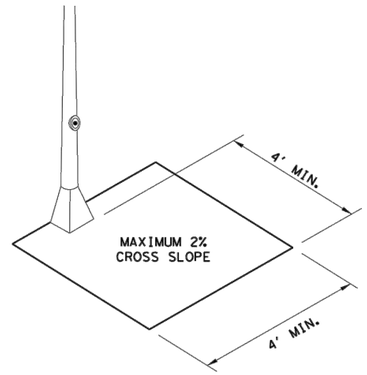
NOTE: IN PEDESTRIAN CIRCULATION AREA, MAXIMUM 4" PROJECTION FOR POST OR WALL MOUNTED OBJECTS BETWEEN 27" AND 80" ABOVE THE SURFACE.



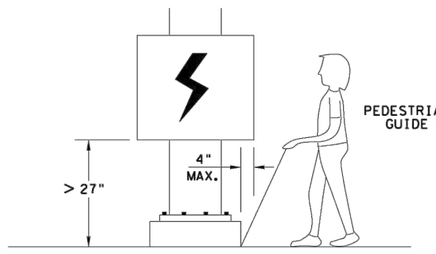
PLAN VIEW

PLACEMENT OF STREET FIXTURES

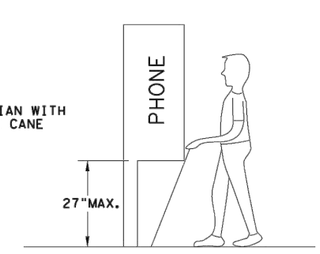
NOTE: ITEMS NOT INTENDED FOR PUBLIC USE. MINIMUM 4' X 4' CLEAR GROUND SPACE REQUIRED AT PUBLIC USE FIXTURES.



CLEAR SPACE ADJACENT TO PEDESTRIAN PUSH BUTTON



WHEN AN OBSTRUCTION OF A HEIGHT GREATER THAN 27" FROM THE SURFACE WOULD CREATE A PROTRUSION OF MORE THAN 4" INTO THE PEDESTRIAN CIRCULATION AREA, CONSTRUCT ADDITIONAL CURB OR FOUNDATION AT THE BOTTOM TO PROVIDE A MAXIMUM 4" OVERHANG.



PROTRUDING OBJECTS OF A HEIGHT ≤ 27" ARE DETECTABLE BY CANE AND DO NOT REQUIRE ADDITIONAL TREATMENT.

DETECTION BARRIER FOR VERTICAL CLEARANCE < 80"

Texas Department of Transportation

Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-18

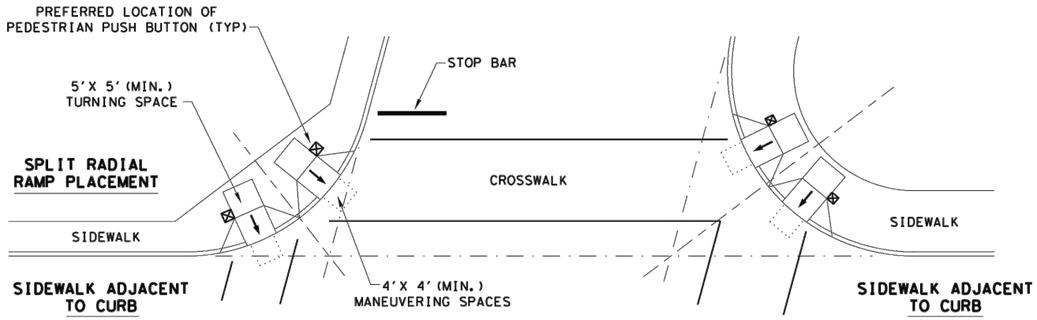
FILE: ped18	DN: TxDOT	DW: VP	CK: KM	CK: PK & JG
© TxDOT: MARCH, 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
REVISED 08,2005 REVISED 06,2012 REVISED 01,2018	DIST	COUNTY		SHEET NO.
				36

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

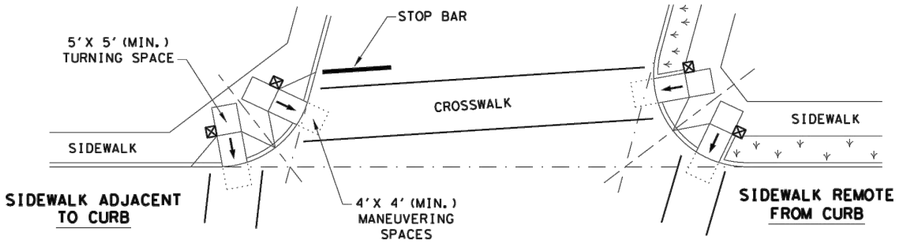
DATE:
FILE:

TYPICAL CROSSING LAYOUTS

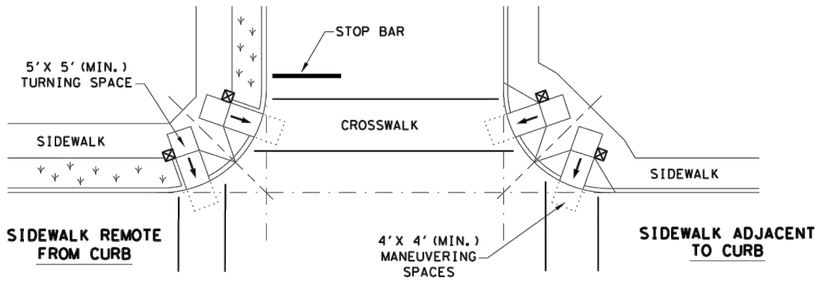
SEE SHEET 1 OF 4 FOR DETAILS AND DIMENSIONS



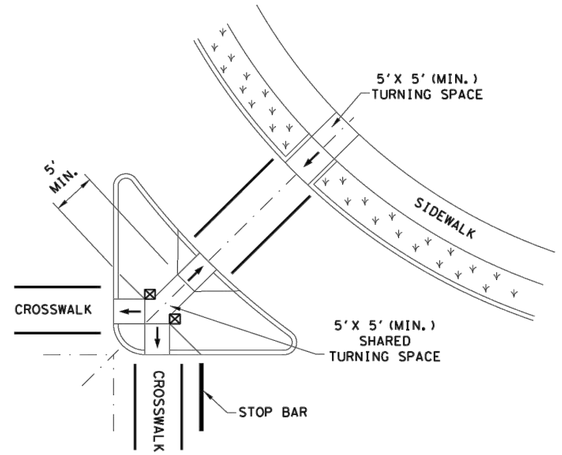
SKEWED INTERSECTION WITH "LARGE" RADIUS



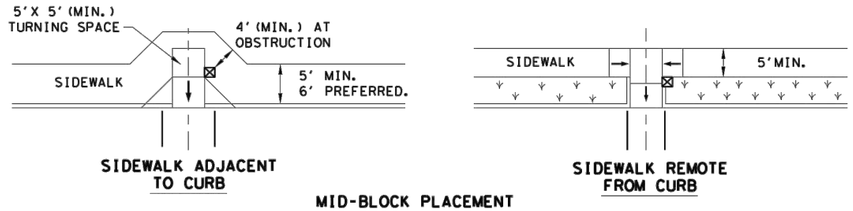
SKEWED INTERSECTION WITH "SMALL" RADIUS



NORMAL INTERSECTION WITH "SMALL" RADIUS



AT INTERSECTION
W/FREE RIGHT TURN & ISLAND



MID-BLOCK PLACEMENT
PERPENDICULAR RAMPS

LEGEND:

SHOWS DOWNWARD SLOPE. →

DENOTES PREFERRED LOCATION OF PEDESTRIAN PUSH BUTTON (IF APPLICABLE). ⊠

DENOTES PLANTING OR NON-WALKING SURFACE NOT PART OF PEDESTRIAN CIRCULATION PATH.

SHEET 4 OF 4

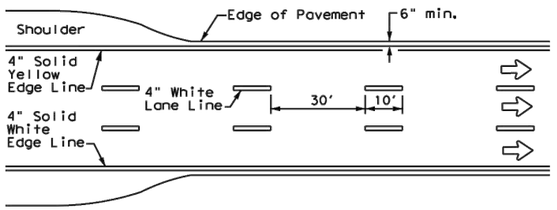
Texas Department of Transportation | Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

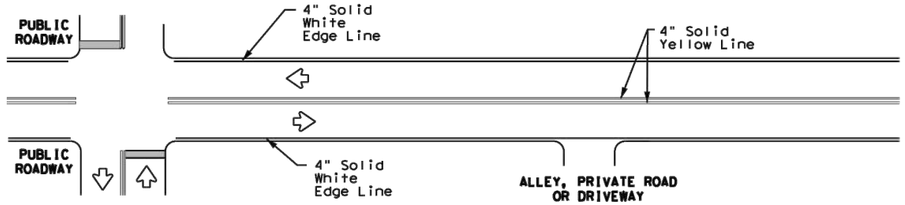
PED-18

FILE: ped18	DN: TxDOT	DW: VP	CK: KM	CK: PK & JG
© TxDOT: MARCH, 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
REVISED 08, 2005 REVISED 06, 2012 REVISED 01, 2018	DIST	COUNTY		SHEET NO.
				37

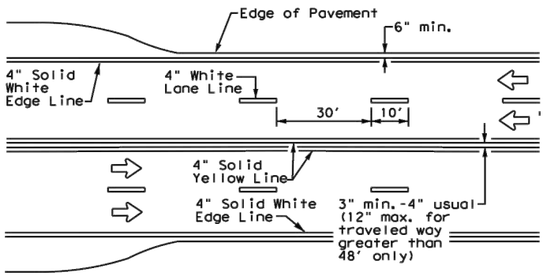
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



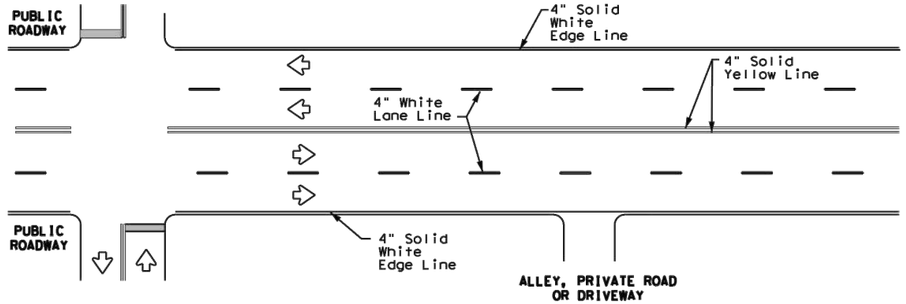
EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



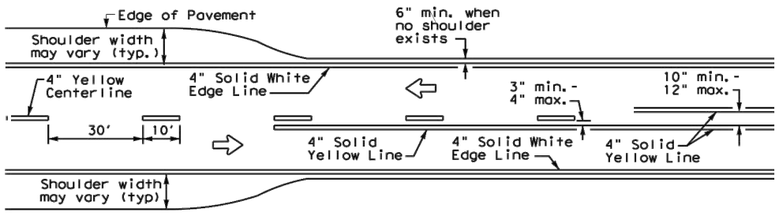
TYPICAL TWO-LANE, TWO-WAY PAVEMENT MARKINGS THROUGH INTERSECTIONS



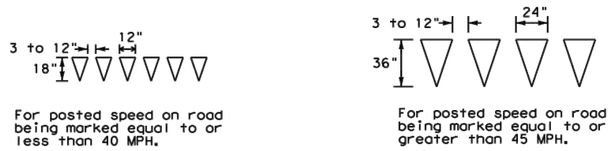
CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



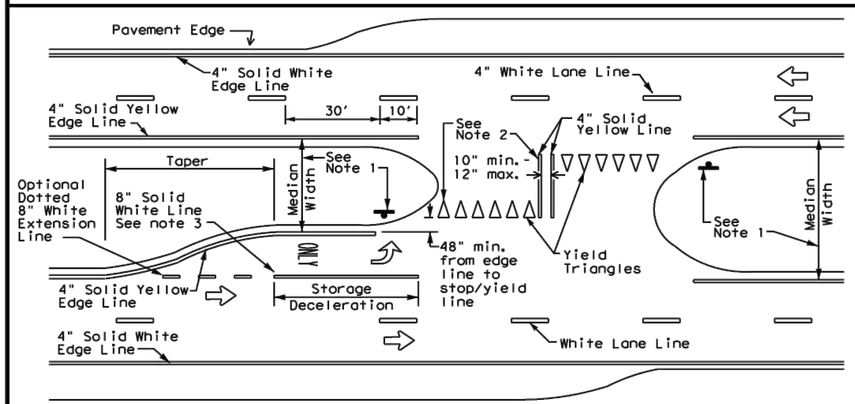
TYPICAL MULTI-LANE, TWO-WAY PAVEMENT MARKINGS THROUGH INTERSECTIONS



TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



YIELD LINES



FOUR LANE DIVIDED ROADWAY CROSSOVERS

NOTES

1. Where divided highways are separated by median widths at the median opening itself of 30 feet or more, median openings shall be signed as two separate intersections. Each median opening has two width measurements, with one measurement for each approach. The narrow median width will be the controlling width to determine if signs are required. Yield signs are the typical intersection control. Stop signs are optional as determined by the Engineer.

2. Install median striping (double yellow centerlines and stop bars/yield triangles) when a 50' or greater median centerline can be placed. Stop bars shall only be used with stop signs. Yield traingles shall only be used with yield signs.

3. Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.

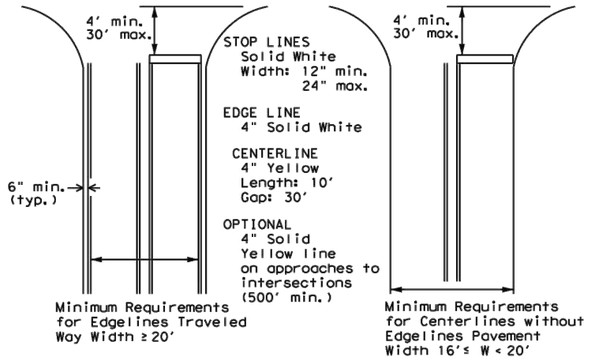
GENERAL NOTES

1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should not be placed less less than 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.

2. The traveled way includes only that portion of the roadway used for vehicular travel. It does not include the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to the inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways

Texas Department of Transportation — Traffic Safety Division Standard

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-20

FILE: pm1-20.dgn	DN:	CK:	DW:	CK:
© TxDOT November 1978	CONT	SECT	JOB	HIGHWAY
REVISIONS 8-95 3-03				
5-00 2-12	DIST	COUNTY		SHEET NO.
8-00 6-20				38

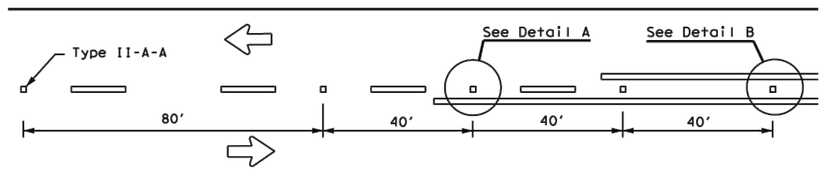
228

DATE:
FILE:

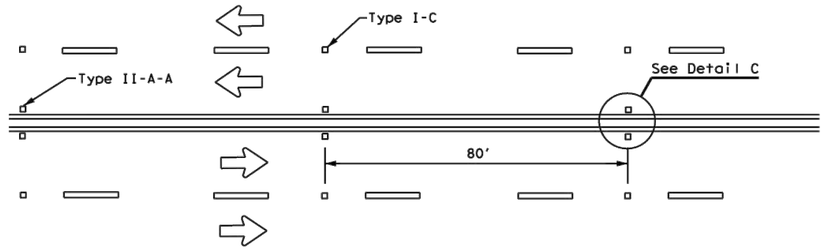
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

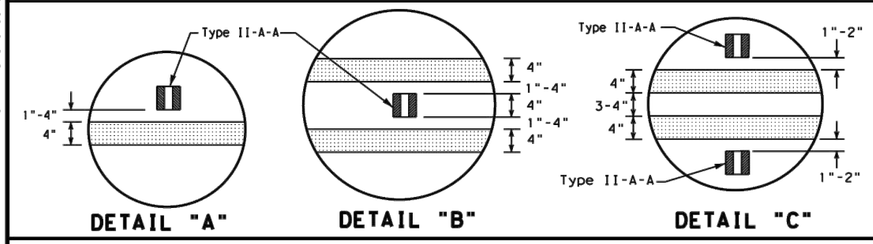
REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE



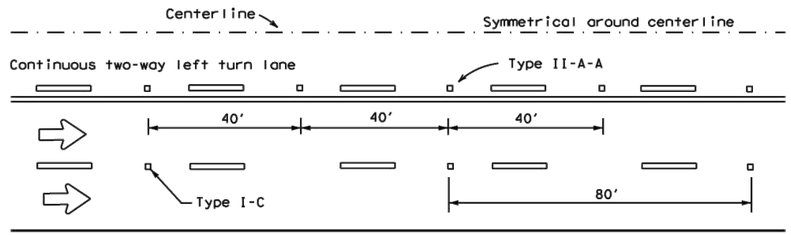
CENTERLINE FOR ALL TWO LANE ROADWAYS



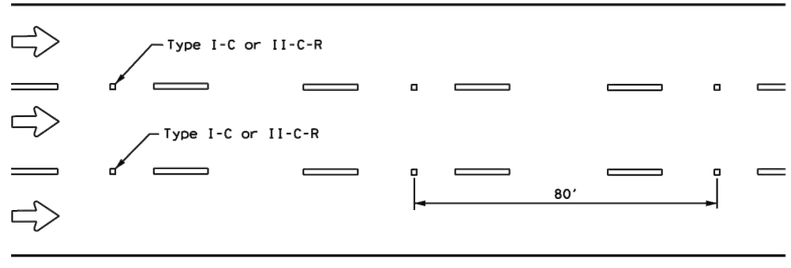
CENTERLINE & LANE LINES FOR FOUR LANE TWO-WAY HIGHWAYS



DETAIL "A" DETAIL "B" DETAIL "C"

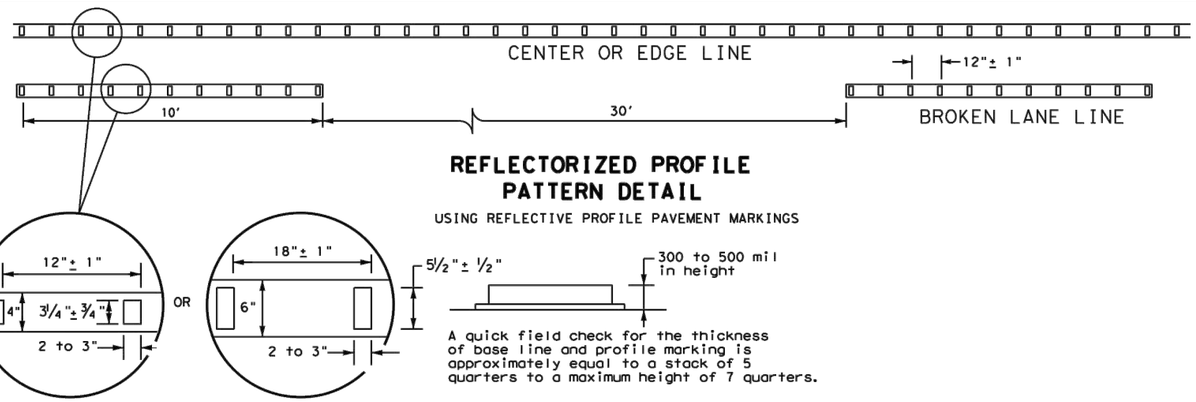


CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE



LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.



REFLECTORIZED PROFILE PATTERN DETAIL

USING REFLECTIVE PROFILE PAVEMENT MARKINGS

4" EDGE LINE, CENTER LINE OR LANE LINE

OPTIONAL 6" EDGE LINE, CENTER LINE OR LANE LINE

A quick field check for the thickness of base line and profile marking is approximately equal to a stack of 5 quarters to a maximum height of 7 quarters.

NOTE

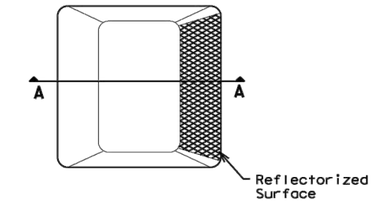
Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

GENERAL NOTES

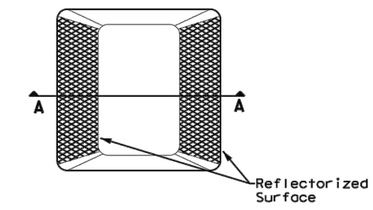
1. All raised pavement markers placed in broken lines shall be placed in line with and midway between the stripes.
2. On concrete pavements the raised pavement markers should be placed to one side of the longitudinal joints.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

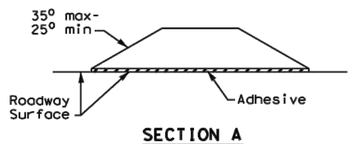
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS

Texas Department of Transportation

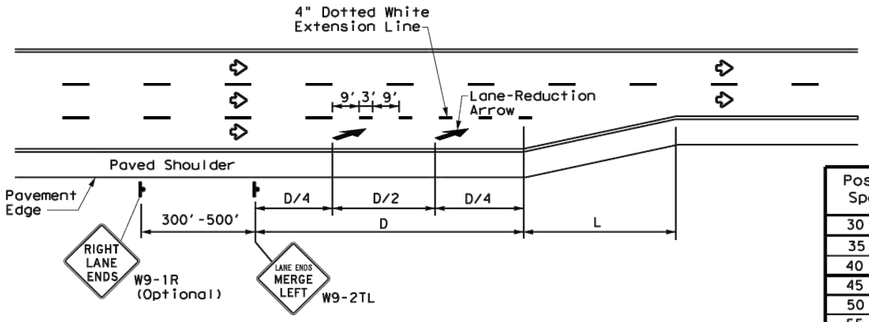
Traffic Safety Division Standard

POSITION GUIDANCE USING RAISED MARKERS RELECTORIZED PROFILE MARKINGS PM(2)-20

FILE: pm2-20.dgn	DN:	CK:	DW:	CK:
© TxDOT April 1977	CONT	SECT	JOB	HIGHWAY
REVISIONS				
4-92 2-10	DIST	COUNTY		SHEET NO.
5-00 2-12				39
8-00 6-20				

228

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

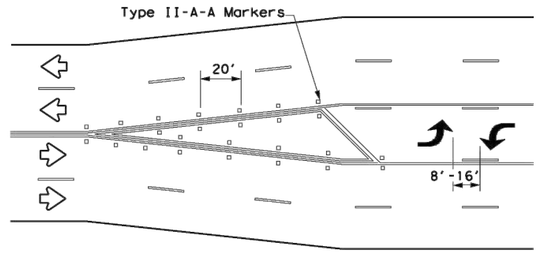


LANE REDUCTION

Posted Speed	D (ft)	L (ft)
30 MPH	460	$L=\frac{WS^2}{60}$
35 MPH	565	
40 MPH	670	
45 MPH	775	L=WS
50 MPH	885	
55 MPH	990	
60 MPH	1,100	
65 MPH	1,200	
70 MPH	1,250	
75 MPH	1,350	

NOTES

1. Lane reduction pavement markings are used where the number of through lanes is reduced because of narrowing of the roadway or because of a section of on-street parking in what would otherwise be a through lane. For Texas Super 2 Passing Lanes, see TS2(PL) standard sheets.
2. On divided highways, an additional W9-1R "RIGHT LANE ENDS" sign may be installed in the median aligned with the W9-1R sign on the right side of the highway.
3. Lane reduction arrows are required for speeds of 45 mph or greater. An optional third lane reduction arrow may be added based on engineering judgement. If used, the optional third lane reduction arrow should be centered between the first and last lane reduction arrows.
4. For lane reductions on Freeways and Expressways, signing shall conform to the TxDOT Freeway Signing Handbook.



A two-way left-turn (TWLT) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

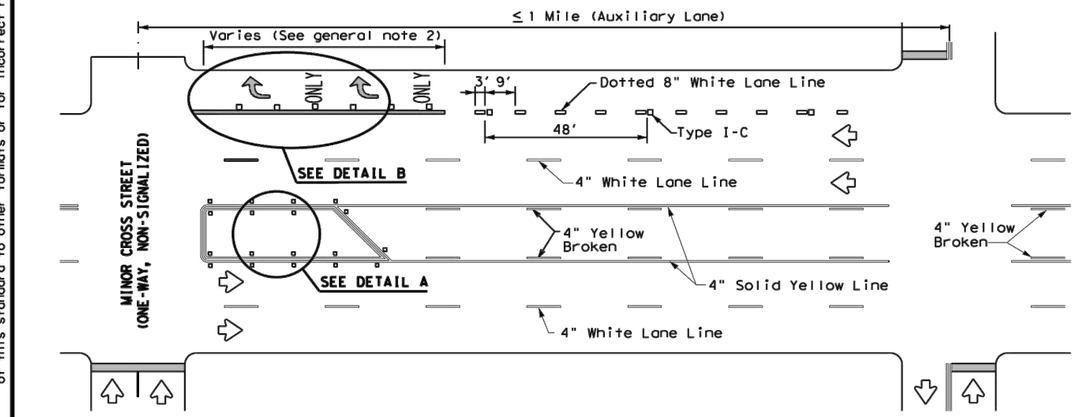
TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY

GENERAL NOTES

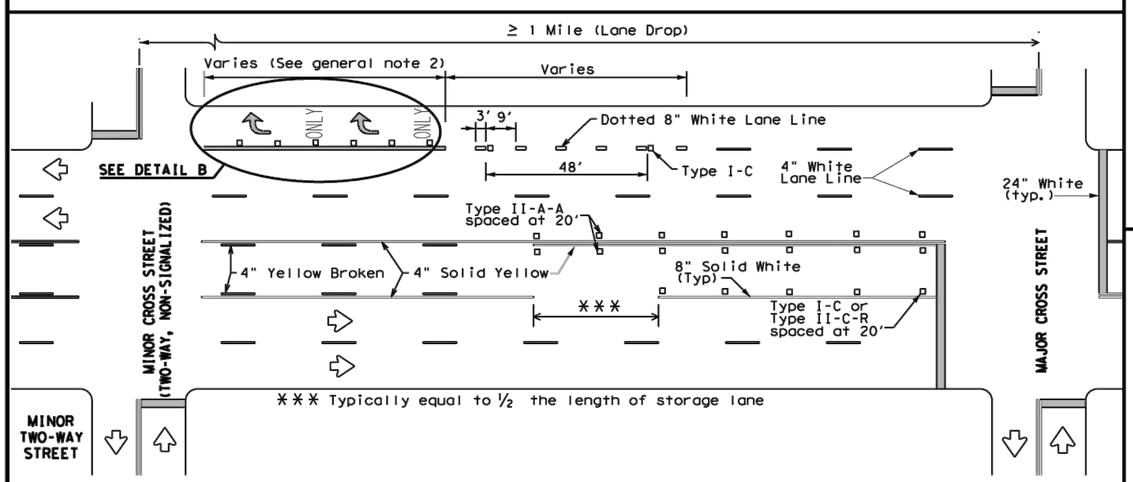
1. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows are as shown in the Standard Highway Sign Designs for Texas.
2. When lane-use words and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
3. Use raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Use raised pavement marker Type II-C-R with divided highways and raised medians.
4. Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

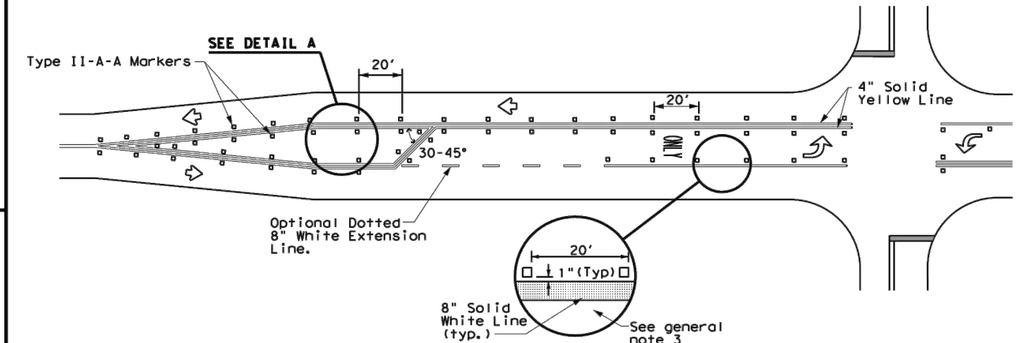
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



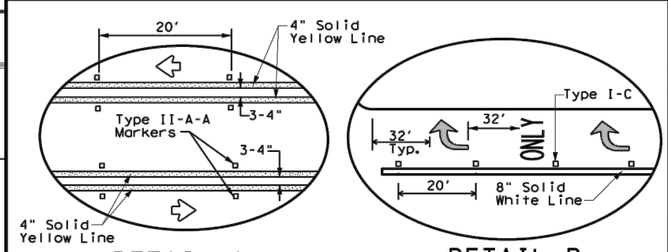
TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS



Texas Department of Transportation

Traffic Safety Division Standard

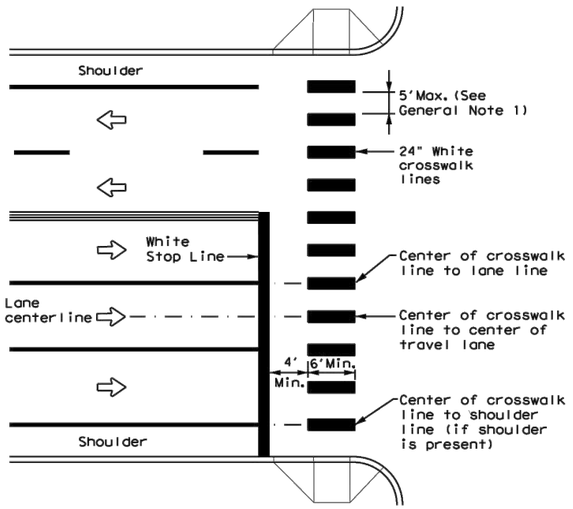
TWO-WAY LEFT TURN LANES, RURAL LEFT TURN BAYS, AND LANE REDUCTION PAVEMENT MARKINGS PM(3)-20

FILE: pm3-20.dgn	DN:	CK:	DW:	CK:
©TxDOT April 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS 5-00 2-10				
8-00 2-12	DIST	COUNTY		SHEET NO.
3-03 6-20				40

220

DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



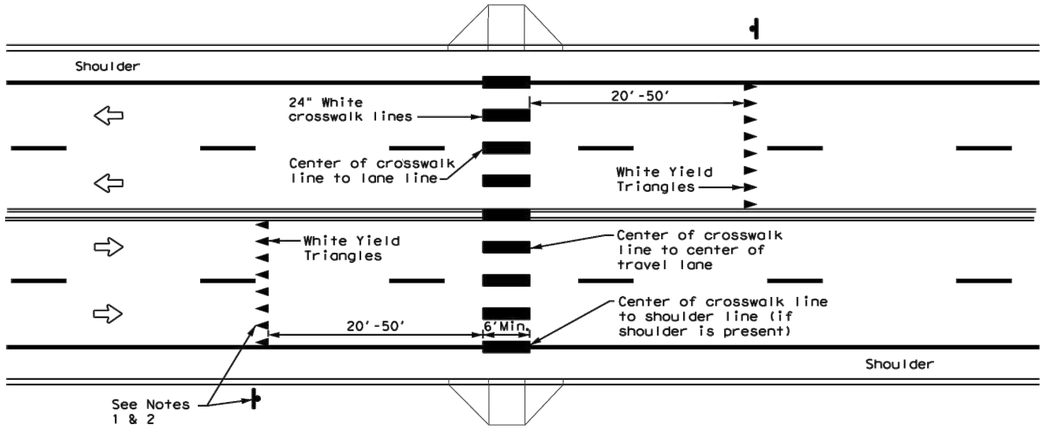
HIGH-VISIBILITY LONGITUDINAL CROSSWALK AT CONTROLLED APPROACH

GENERAL NOTES

1. Longitudinal crosswalk lines should not be placed in the wheel path of vehicles. Center the crosswalk lines on travel lanes, lane lines, and shoulder lines (if present).
2. A minimum 6" clear distance shall be provided to the curb face. If the last crosswalk line falls into this distance it must be omitted.
3. For divided roadways, adjustments in spacing of the crosswalk lines should be made in the median so that the crosswalk lines are maintained in their proper location across the travel portion of the roadway.
4. At skewed crosswalks, the crosswalk lines are to remain parallel to the lane lines.
5. Each crosswalk shall be a minimum of 6' wide.
6. The High-Visibility Longitudinal Crosswalk is the preferred crosswalk pattern on State Highways. Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used. All crosswalk designs and dimension shall comply with the "Texas Manual on Uniform Traffic Control Devices."
7. Final placement of Stop Bar/Yield Triangles and Crosswalk shall be approved by the Engineer in the field.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



UNSIGNALIZED MID BLOCK HIGH-VISIBILITY LONGITUDINAL CROSSWALK

NOTES

1. Use yield triangles with "Yield Here to Pedestrians" signs at unsignalized mid block crosswalks.
2. Use stop bars with "Stop Here on Red" signs at mid block crosswalks controlled by traffic signals or pedestrian hybrid beacons.

Texas Department of Transportation — Traffic Safety Division Standard

CROSSWALK PAVEMENT MARKINGS

PM(4)-20

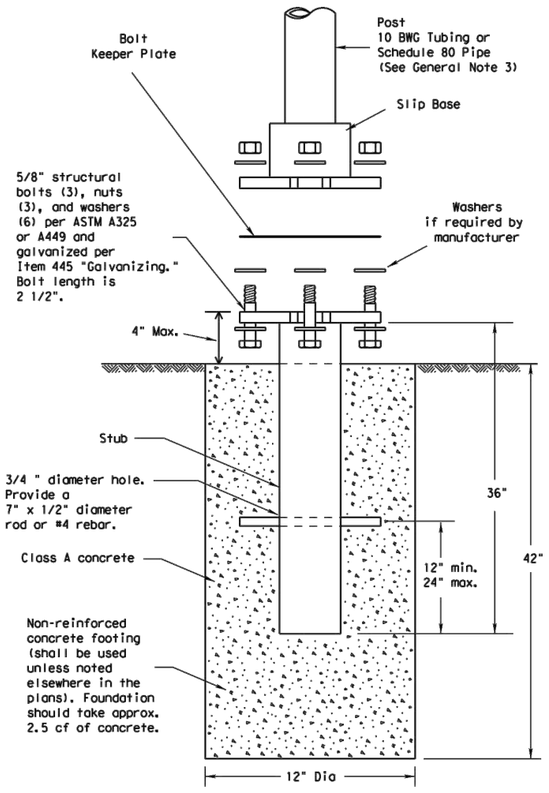
FILE: pm4-20.dgn	DN:	CK:	DW:	CK:
© TxDOT June 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				41

22D

DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



SM RD SGN ASSM TY XXXXX(X)SA(X-XXXX)

NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer_list.htm The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

GENERAL NOTES:

1. Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
2. Material used as post with this system shall conform to the following specifications:
   10 BWG Tubing (2.875" outside diameter)
   - 0.134" nominal wall thickness
   - Seamless or electric-resistance welded steel tubing or pipe
   - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
   - Other steels may be used if they meet the following:
     - 55,000 PSI minimum yield strength
     - 70,000 PSI minimum tensile strength
     - 20% minimum elongation in 2"
   - Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
   - Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
   - Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.

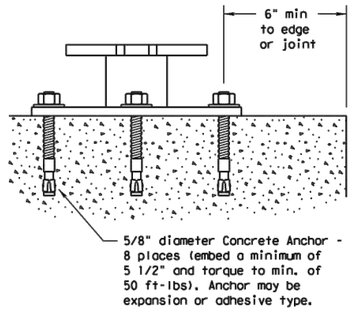
   Schedule 80 Pipe (2.875" outside diameter)
   - 0.276" nominal wall thickness
   - Steel tubing per ASTM A500 Gr C
   - Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
     - 46,000 PSI minimum yield strength
     - 62,000 PSI minimum tensile strength
     - 21% minimum elongation in 2"
   - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
   - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
   - Galvanization per ASTM A123
3. See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is: http://www.txdot.gov/publications/traffic.htm
4. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

Foundation
1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
2. The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
3. Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
4. Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
5. The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support
1. Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
2. Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



SM RD SGN ASSM TY XXXXX(X)SB(X-XXXX)

Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

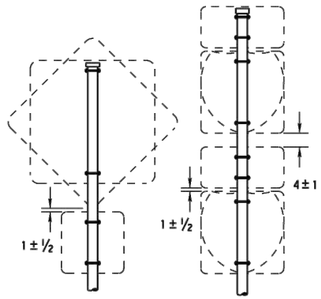
SMD(SLIP-1)-08

©TxDOT July 2002		DN: TXDOT		CK: TXDOT	DW: TXDOT		CK: TXDOT
REVISIONS		CONT	SECT	JOB		HIGHWAY	
9-08							
		DIST	COUNTY				SHEET NO.
							42

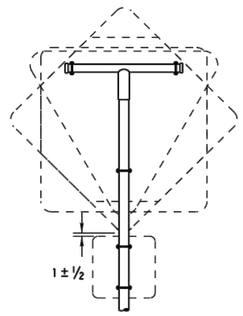
DATE:
FILE:

26B

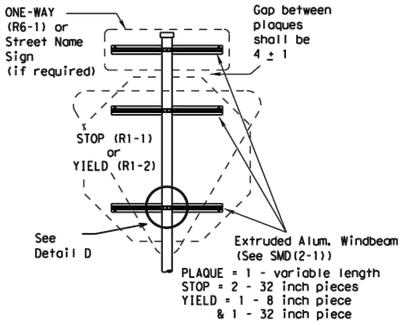
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



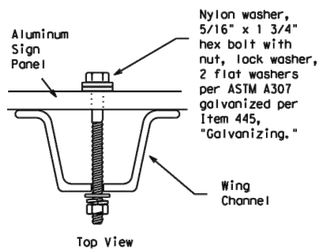
SM RD SGN ASSM TY XXXXX(1)XX(P)



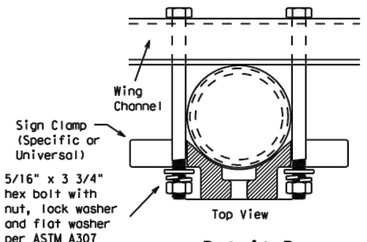
SM RD SGN ASSM TY XXXXX(1)XX(T)



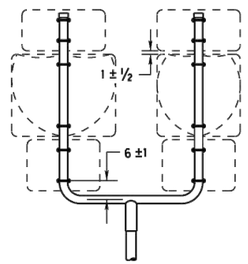
SM RD SGN ASSM TY XXXXX(1)XX(P-BM)



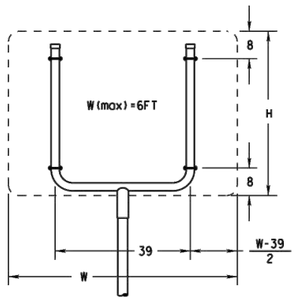
Detail A



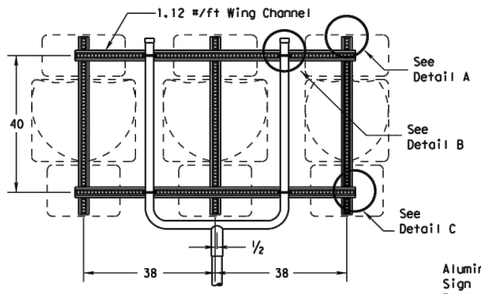
Detail B



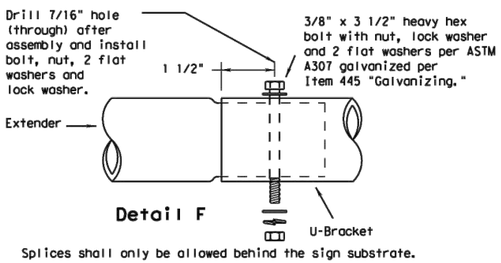
SM RD SGN ASSM TY XXXXX(1)XX(U)



SM RD SGN ASSM TY XXXXX(1)XX(U)

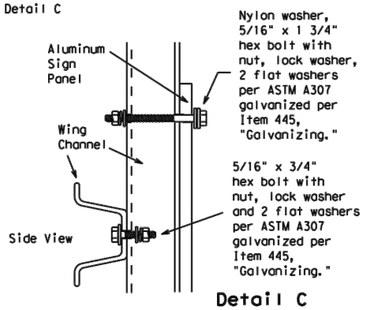


SM RD SGN ASSM TY XXXXX(1)XX(U-WC)
(See Note 11)

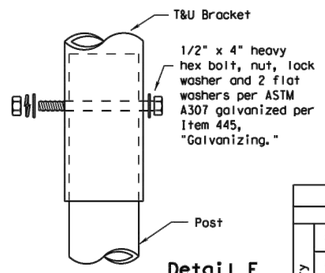


Detail F

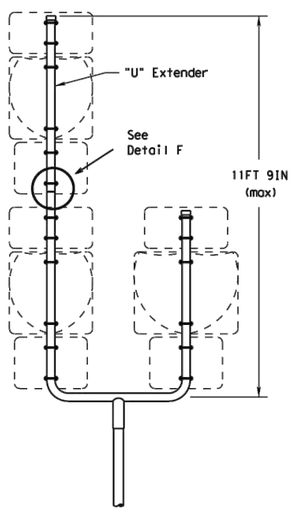
Splices shall only be allowed behind the sign substrate.



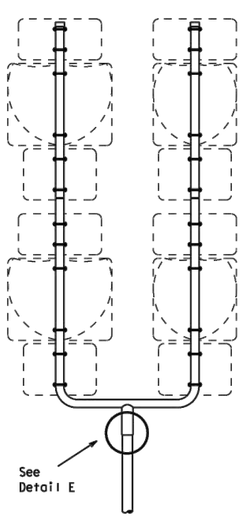
Detail C



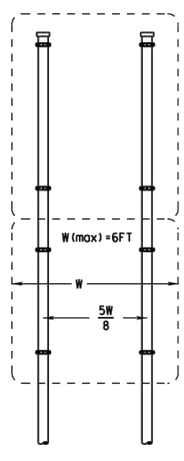
Detail E



SM RD SGN ASSM TY S80(1)XX(U-1EXT)

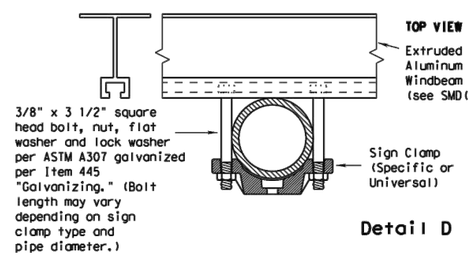


SM RD SGN ASSM TY S80(1)XX(U-2EXT)

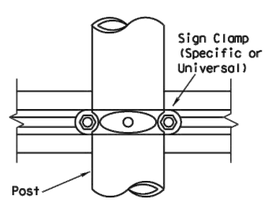


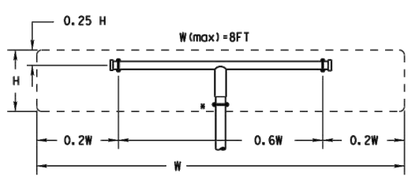
SM RD SGN ASSYM TY XXXXX(2)XX(P)

SIDE VIEW



Detail D

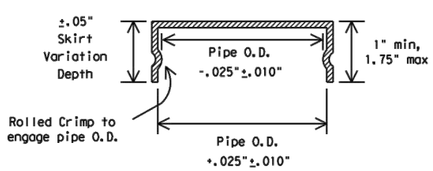




SM RD SGN ASSM TY XXXXX(1)XX(T)
(* - See Note 12)

All dimensions are in english unless detailed otherwise.

FRICTION CAP DETAIL



Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet metal thickness shall be 24 gauge for all cap sizes.

The rim edges shall be reasonably straight and smooth. Caps shall be sized and formed in such a manner as to produce a drive-on friction fit and have no tendency to rock when seated on the pipe. The depth shall be sufficient to give positive protection against entrance of rainwater. They shall be free of sharp creases or indentations and show no evidence of metal fracture.

Caps shall have an electrodeposited coating of zinc in accordance with the requirements of ASTM B633 Class FE/ZN 8.

GENERAL NOTES:

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

1.
2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
3. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
4. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
5. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
6. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
7. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
9. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
10. Additional route markers may be added vertically, provided the total sign area does not exceed the maximum allowable amount per Note 1.
11. Additional sign clamp required on the "T-bracket" post for 24 inch height signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.
13. Sign blanks shall be the sizes and shapes shown on the plans.

REQUIRED SUPPORT

	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-2)-08

©TxDOT July 2002

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.
			43

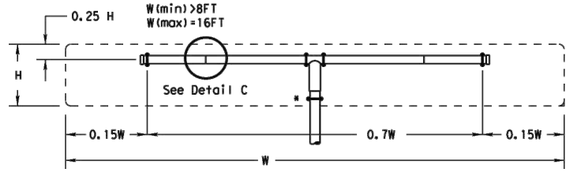
REVISIONS
9-08

DATE:
FILE:

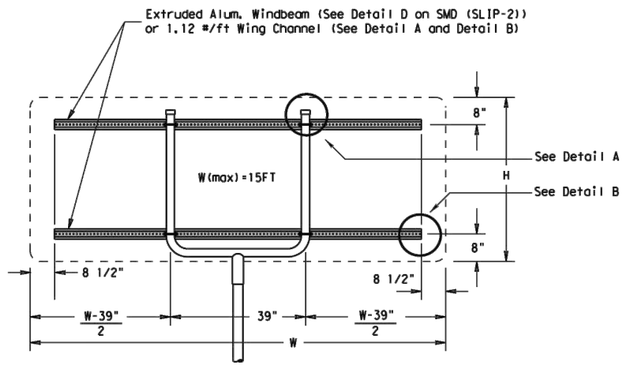
26C

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

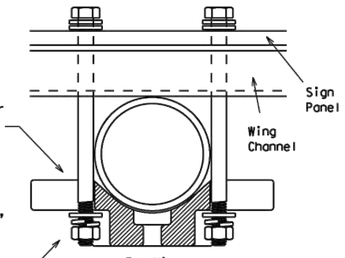
DATE:
FILE:



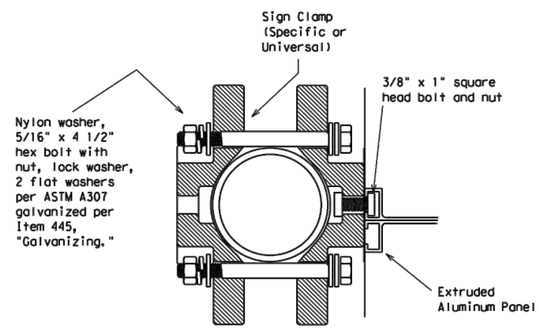
SM RD SGN ASSM TY XXXXX(1)XX(T-2EXT)
(* - See Note 12)



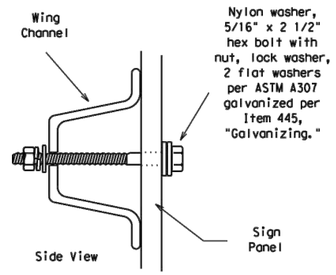
SM RD SGN ASSM TY XXXXX(1)XX(U-XX)



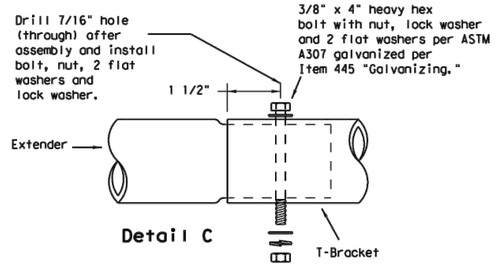
Detail A



Detail D
EXTRUDED ALUMINUM SIGN WITH T BRACKET

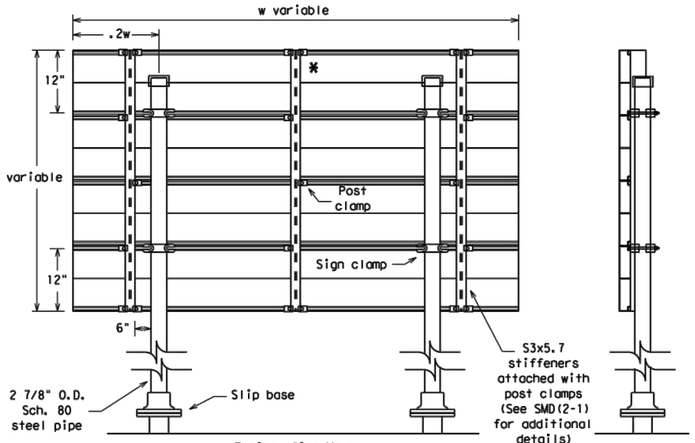


Detail B



Detail C

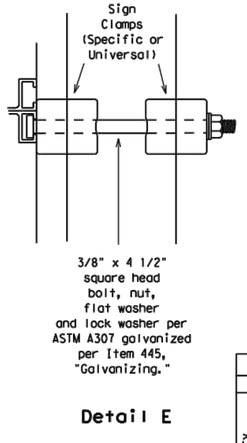
Splices shall only be allowed behind the sign substrate.



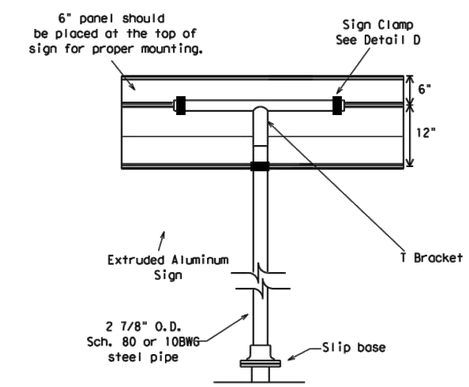
Typical Sign Mount

SM RD SGN ASSM TY S80(2)XX(P-EXAL)

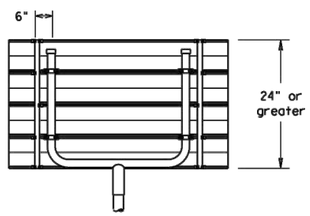
* Additional stiffener placed at approximate center of signs when sign width is greater than 10'.



Detail E



Extruded Aluminum Sign
With T Bracket



Use Extruded Alum. Windbeam as stiffeners
See SMD (2-1) for additional details

See Detail E
for clamp installation

GENERAL NOTES:

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

1. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
2. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
3. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
4. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
5. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
6. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
7. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
8. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
9. Sign blanks shall be the sizes and shapes shown on the plans.
10. Additional sign clamp required on the "T-bracket" post for 24 inch high signs. Place the clamp 3 inches above bottom of sign when possible.
11. Post open ends shall be fitted with Friction Caps.

REQUIRED SUPPORT		
	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-3)-08

© TxDOT July 2002

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.
			44

REVISIONS
9-08

26D

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

FRP = Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
TWT = Thin-Walled Tubing (see SMD(TWT))
10BWG = 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
S80 = Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

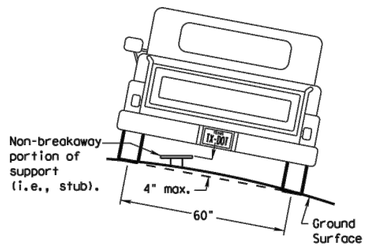
Anchor Type

UA = Universal Anchor - Concreted (see SMD(FRP) and (TWT))
UB = Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
WS = Wedge Anchor Steel - (see SMD(TWT))
WP = Wedge Anchor Plastic (see SMD(TWT))
SA = Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
SB = Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation

P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
IF REQUIRED
1EXT or 2EXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
BM = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
WC = 1.12 #/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
EXAL = Extruded Aluminum Sign Panels (see SMD(SLIP-1) to (SLIP-3))

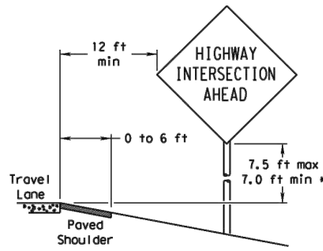
REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

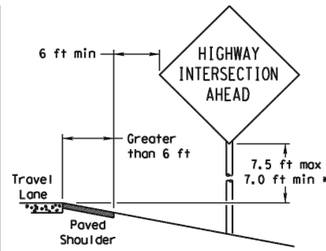
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

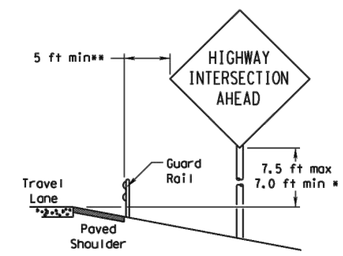
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travel lane.



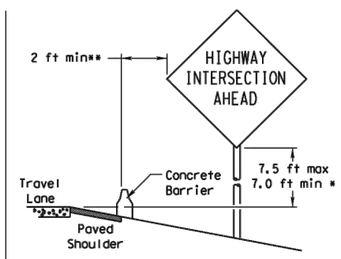
GREATER THAN 6 FT. WIDE

When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

BEHIND BARRIER



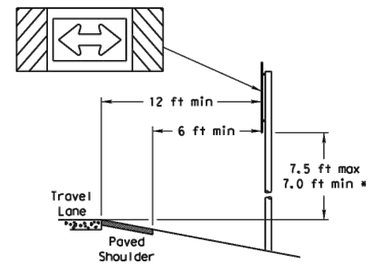
BEHIND GUARDRAIL



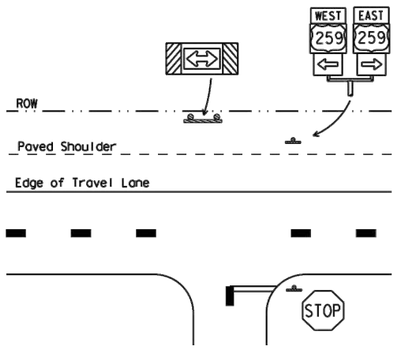
BEHIND CONCRETE BARRIER

**Sign clearance based on distance required for proper guard rail or concrete barrier performance.

T-INTERSECTION



When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.



* Signs shall be mounted using the following condition that results in the greatest sign elevation:

(1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or

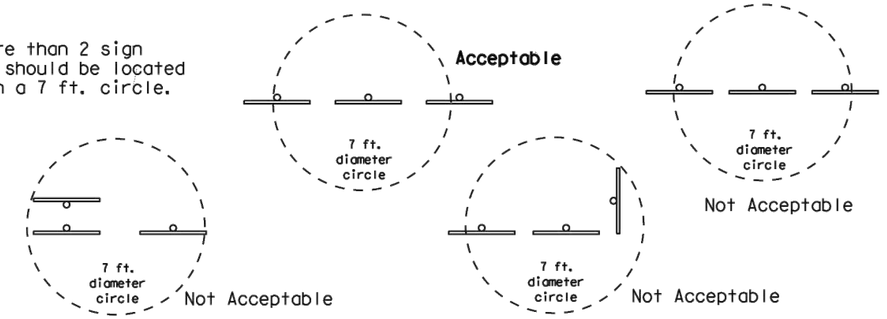
(2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

The maximum values may be increased when directed by the Engineer.

See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

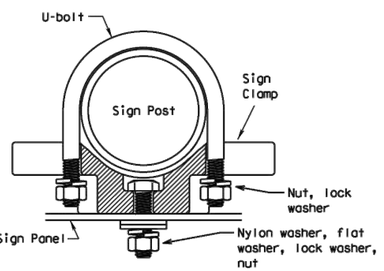
The website address is:
http://www.txdot.gov/publications/traffic.htm

No more than 2 sign posts should be located within a 7 ft. circle.



TYPICAL SIGN ATTACHMENT DETAIL

Single Signs

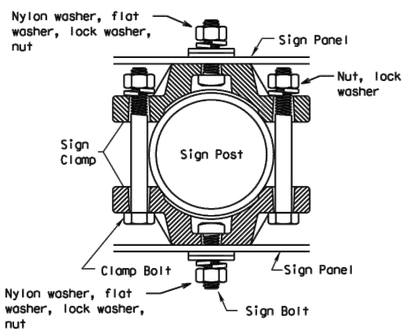


Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

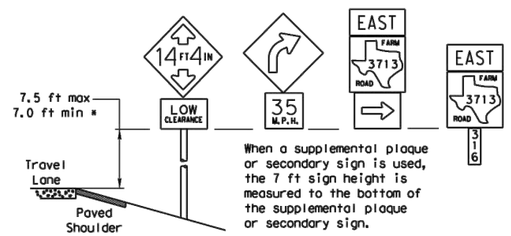
Sign clamps may be either the specific size clamp or the universal clamp.

Back-to-Back Signs



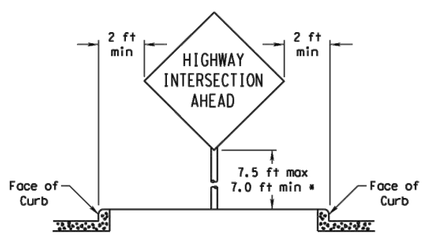
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES



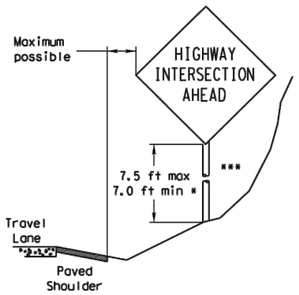
When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY

(When 6 ft min. is not possible.)



Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, a narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travel lane, signs should be placed as far from the travel lane as practical.

*** Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

SMD(GEN)-08

© TxDOT July 2002	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
9-08 REVISIONS	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.
				45

26A

DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

GENERAL NOTES FOR ALL ELECTRICAL WORK

1. The location of all conduits, junction boxes, ground boxes, and electrical services is diagrammatic and may be shifted to accommodate field conditions.

2. Provide new and unused materials. Ensure that all materials and installations comply with the applicable articles of the National Electrical Code (NEC), TxDOT standards and specifications, National Electrical Manufacturers Association (NEMA), and are listed by Underwriters Laboratories (UL) or a Nationally Recognized Testing Lab (NRTL). NRTLs such as Canadian Standard Association (CSA), Intertek Testing Services NA Inc., or FM Approvals LLC can be considered equivalent to UL. Where reference is made to NEMA listed devices, International Electrotechnical Commission (IEC) listed devices will not be considered an acceptable equal to a NEMA listed device. Acceptable devices may have both a NEMA and IEC listing. Faulty fabrication or poor workmanship in any material, equipment, or installation is justification for rejection. Replace or reinstall rejected material or equipment at no additional cost to the Department.

3. Miscellaneous nuts, bolts and hardware, except for high strength bolts, may be stainless steel when plans specify galvanized, provided the bolt size is ½ in. or less in diameter.

4. Provide the following test equipment as required by the Engineer to confirm compliance with the contract and the NEC: voltmeter, ammeter, megohm meter (1000 volt DC), ground resistance tester, torque wrenches, and torque screwdrivers. Ensure all equipment has been properly calibrated within the last year. Provide calibration certification to the Engineer upon request. Operate test equipment during inspection as requested by the Engineer.

5. Install grounding as shown on the plans and in accordance with the NEC. Ensure all metallic conduits; metal poles; luminaires; and metal enclosures are bonded to the equipment grounding conductor. Provide stranded bare copper or green insulated grounding conductors. Ground rods, connectors, and bonding jumpers are subsidiary to the various bid items.

6. When required by the Engineer, notify the Department in writing of materials from the Material Producers List (MPL) intended for use on each project. Prequalified materials are listed on the MPL on TxDOT's website under "Roadway Illumination and Electrical Supplies." No substitutions will be allowed for materials on this list.

CONDUIT

A. MATERIALS

1. Provide conduit, junction boxes, fittings, and hardware as per TxDOT Departmental Material Specification (DMS) 11030 "Conduit" and Item 618 "Conduit" of TxDOT's "Standard Specifications For Construction And Maintenance Of Highways, Streets, And Bridges," latest edition. Provide conduits listed under Item 618 on the MPL under "Roadway Illumination and Electrical Supplies." Provide conduit types according to the descriptive code or as shown on the plans. Do not substitute other types of conduits for those shown. Provide liquidtight flexible metal conduit (LFMC) when flexible conduit is called for on galvanized steel rigid metallic conduit (RMC) systems. Provide liquidtight flexible nonmetallic conduit (LFNC) when flexible conduit is called for on polyvinyl chloride (PVC) systems.

2. Provide galvanized steel RMC for all exposed conduits, unless otherwise shown on the plans. Properly bond all metal conduits.

3. Unless otherwise shown on the plans, provide junction boxes with a minimum size as shown in the following table, which applies to the greatest number of conductors entering the box through one conduit with no more than four conduits per box. When a mixture of conductor sizes is present, count the conductors as if all are of the larger size. For situations not applicable to the table, size junction boxes in accordance with NEC.

AWG	3 CONDUCTORS	5 CONDUCTORS	7 CONDUCTORS
#1	10" x 10" x 4"	12" x 12" x 4"	16" x 16" x 4"
#2	8" x 8" x 4"	10" x 10" x 4"	12" x 12" x 4"
#4	8" x 8" x 4"	10" x 10" x 4"	10" x 10" x 4"
#6	8" x 8" x 4"	8" x 8" x 4"	10" x 10" x 4"
#8	8" x 8" x 4"	8" x 8" x 4"	8" x 8" x 4"

4. Junction boxes with an internal volume of less than 100 cu. in. and supported by entering raceways must have threaded entries or hubs identified for the intended purpose and supported by connection of two or more rigid metal conduits. Secure conduit within 3 ft. of the enclosure or within 18 in. of the enclosure if all conduit entries are on the same side. Mechanically secure all junction boxes with an internal volume greater than 100 cu. inches.

5. Provide hot dipped galvanized cast iron or sand cast aluminum outlet boxes for junction boxes containing only 10 AWG or 12 AWG conductors. Do not use die cast aluminum boxes. Size outlet boxes according to the NEC.

6. Do not use intermediate metal conduit (IMC) or electrical metallic tubing (EMT) unless specifically required by the plan sheets. When EMT is called for, provide junction boxes made from galvanized steel sheeting, listed and approved for outdoor use, unless otherwise noted on the plans. Size all galvanized steel junction boxes in accordance with the NEC. Provide junction boxes for IMC conduit systems that meet the same requirements for junction boxes used with RMC systems.

7. Provide PVC junction boxes intended for outdoor use on PVC conduit systems, unless otherwise noted on the plans.

8. Provide PVC elbows in PVC conduit systems, unless otherwise shown on the plans. Use only a flat, high tensile strength polyester fiber pull tape for pulling conductors through the PVC conduit system. When galvanized steel RMC elbows are specifically called for in the plans and any portion of the RMC elbow is buried less than 18 in., ground the RMC elbow by means of a grounding bushing on a rigid metal extension. Grounding of the rigid metal elbow is not required if the entire RMC elbow is encased in a minimum of 2 in. of concrete. PVC extensions are allowed on these concrete encased rigid metal elbows. RMC or PVC elbows are subsidiary to various bid items.

9. When required, provide High-Density Polyethylene (HDPE) conduit with factory installed internal conductors according to Item 622 "Duct Cable." At the Contractor's request and with approval by the Engineer, substitute HDPE conduit with no conductors for bored schedule 40 or schedule 80 PVC conduit bid under Item 618. Ensure bored HDPE substituted for PVC is schedule 40 and of the same size PVC called for in the plans. Ensure the substituted HDPE meets the requirements of Item 622, except that the conduit is supplied without factory-installed conductors. Make the transition of the HDPE conduit to PVC (or RMC elbow when required) at the bore pit. Provide conduit of the size and schedule as shown on the plans. Do not extend substituted conduit into ground boxes or foundations. Provide PVC or galvanized steel RMC elbows as called for at all ground boxes and foundations.

10. Use two-hole straps when supporting 2 in. and larger conduits. On electrical service poles, properly sized stainless steel or hot dipped galvanized one-hole standoff straps are allowed on the service riser conduit.

B. CONSTRUCTION METHODS

1. Provide and install expansion joint conduit fittings on all structure-mounted conduits at the structure's expansion joints to allow for movement of the conduit. In addition, provide and install expansion joint fittings on all continuous runs of galvanized steel RMC conduit externally exposed on structures such as bridges at maximum intervals of 150 ft. When requested by the project Engineer, supply manufacturer's specification sheet for expansion joint conduit fittings. Repair or replace expansion joint fittings that do not allow for movement at no additional cost to the Department. Provide the method of determining the amount of expansion to the Engineer upon request. Do not use LFMC or LFNC as a substitute for the required expansion conduit fittings.

2. Space all conduit supports at maximum intervals of 5 ft. Install conduit spacers when attaching metal conduit to surface of concrete structures. See "Conduit Mounting Options" on ED(2). Install conduit support within 3 ft. of all enclosures and conduit terminations.

3. Do not attach conduit supports directly to pre-stressed concrete beams except as shown specifically in the plans or as approved by the Engineer.

4. Unless otherwise shown on the plans, jack or bore conduit placed beneath existing roadways, driveways, sidewalks, or after the base or surfacing operation has begun. Backfill and compact the bore pits below the conduit per Item 476 "Jacking, Boring, or Tunneling Pipe or Box" prior to installing conduit or duct cable to prevent bending of the connections.

5. When placing conduit in the sub-grade of new roadways, backfill all trenches with excavated material unless otherwise noted on the plans. When placing conduit in the sub-base of new roadways, backfill all trenches with cement-stabilized base as per requirements of Items 110 "Excavation", 400 "Excavation and Backfill for Structures", 401 "Flowable Backfill", 402 "Trench Excavation Protection", and 403 "Temporary Special Shoring."

6. Provide and place warning tape approximately 10 in. above all trenched conduit as per Item 618.

7. During construction, temporarily cap or plug open ends of all conduit and raceways immediately after installation to prevent entry of dirt, debris and animals. Temporary caps constructed of durable duct tape are allowed. Tightly fix the tape to the conduit opening. Clean out the conduit and prove it clear in accordance with Item 618 prior to installing any conductors.

8. Ensure conduit entry into the top of any enclosure is waterproof by installing conduit sealing hubs or using boxes with threaded bosses. This includes surface mounted safety switches, meter cans, service enclosures, auxiliary enclosures and junction boxes. Grounding bushings on water tight sealing hubs are not required.

9. Fit the ends of all PVC conduit terminations with bushings or bell end fittings. Provide and install a grounding type bushing on all metal conduit terminations.

10. Install a bonding jumper from each grounding bushing to the nearest ground rod, grounding lug, or equipment grounding conductor. Ensure all bonding jumpers are the same size as the equipment grounding conductor. Bonding of conduit used as a casing under roadways for duct cable is not required, if the duct extends the full length through the casing.

11. At all electrical services, install a 6 AWG solid copper grounding electrode conductor.

12. Place conduits entering ground boxes so that the conduit openings are between 3 in. and 6 in. from the bottom of the box. See the ground box detail on sheet ED(4).

13. Seal ends of all conduits with duct seal, expandable foam, or by other methods approved by the Engineer. Seal conduit immediately after completion of conductor installation and pull tests. Do not use duct tape as a permanent conduit sealant. Do not use silicone caulk as a conduit sealant.

14. File smooth the cut ends of all mounting strut and conduit. Before installing, paint the field cut ends of all mounting strut and RMC (threaded or non-threaded) with zinc rich paint (94% or more zinc content) to alleviate overspray. Use zinc rich paint to touch up galvanized material as allowed under Item 445 "Galvanizing." Do not paint non-galvanized material with a zinc rich paint as an alternative for materials required to be galvanized.

Texas Department of Transportation

Traffic Operations Division Standard

ELECTRICAL DETAILS CONDUITS & NOTES

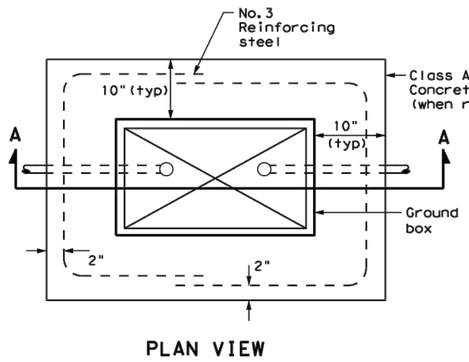
ED(1)-14

FILE:	ed1-14.dgn	DN:	CK:	DW:	CK:
©TxDOT	October 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS					
		DIST	COUNTY		SHEET NO.
					46

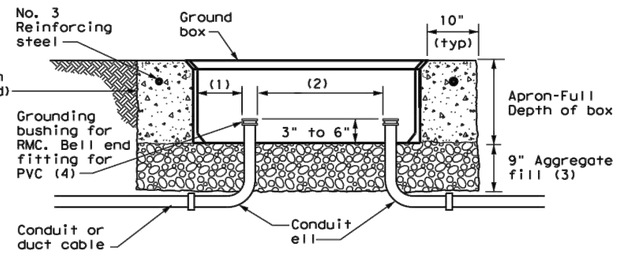
71A

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



PLAN VIEW



SECTION A - A

APRON FOR GROUND BOX

(1) Uniformly space ends of conduits within the ground box. Position ends of conduits so that ground box walls do not interfere with the installation of grounding bushings or bell end fittings.

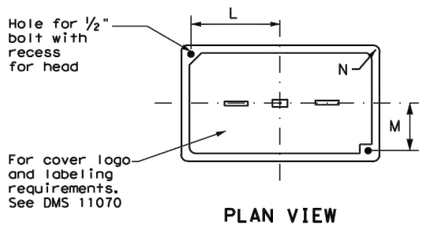
(2) Maintain sufficient space between conduits to allow for proper installation of bushing.

(3) Place aggregate under the box, not in the box. Aggregate should not encroach on the interior volume of the box.

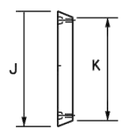
(4) Install a grounding bushing on the upper end of all RMC terminating in a ground box. Ground RMC elbows when any part of the elbow is less than 18 in. below the bottom of the ground box. Install a PVC bushing or bell end fitting on the upper end of all PVC conduits terminating in a ground box.

GROUND BOX DIMENSIONS	
TYPE	OUTSIDE DIMENSIONS (INCHES) (Width x Length X Depth)
A	12 X 23 X 11
B	12 X 23 X 22
C	16 X 29 X 11
D	16 X 29 X 22
E	12 X 23 X 17

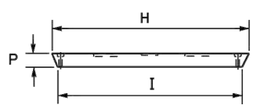
GROUND BOX COVER DIMENSIONS								
TYPE	DIMENSIONS (INCHES)							
	H	I	J	K	L	M	N	P
A, B & E	23 1/4	23	13 3/4	13 1/2	9 7/8	5 1/8	1 3/8	2
C & D	30 1/2	30 1/4	17 1/2	17 1/4	13 1/4	6 3/4	1 3/8	2



PLAN VIEW



END



SIDE

GROUND BOX COVER

GROUND BOXES

A. MATERIALS

1. Provide polymer concrete ground boxes measuring 16x30x24 in. (WxLxD) or smaller in accordance with Departmental Material Specification (DMS) 11070 "Ground Boxes" and Item 624 "Ground Boxes."
2. Provide Type A, B, C, D, and E ground boxes as shown in the plans, and as listed on the Material Producers List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies," Item 624.
3. Ensure ground box cover is correctly labeled in accordance with DMS 11070.
4. Provide larger ground boxes in accordance with Item 624 and as shown in the plans.

B. CONSTRUCTION METHODS

1. Remove all gravel and dirt from conduit. Cap all conduits prior to placing aggregate and setting ground box. Provide Grade 3 or 4 coarse aggregate as shown on Table 2 of Item 302 "Aggregates for Surface Treatments." Ensure aggregate bed is in place and at least 9 inches deep, prior to setting the ground box. Install ground box on top of aggregate.
2. Cast ground box aprons in place. Reinforcing steel may be field bent. Ensure the depth of concrete for the apron extends from finished grade to the top of the aggregate bed under the box. Ground box aprons, including concrete and reinforcing steel, are subsidiary to ground boxes when called for by descriptive code.
3. Keep bolt holes in the box clear of dirt. Bolt covers down when not working in ground boxes.
4. Install all conduits and ells in a neat and workmanlike manner. Uniformly space conduits so grounding bushings and bell end fittings can easily be installed.
5. Temporarily seal all conduits in the ground box until conductors are installed.
6. Permanently seal conduits immediately after the completion of conductor installation and pull tests. Permanently seal the ends of all conduits with duct seal, expandable foam, or other method as approved. Do not use duct tape as a permanent conduit sealant. Do not use silicone caulk as a sealant.
7. When a ground rod is present in a ground box, bond all equipment grounding conductors together and to the ground rod with listed connectors.
8. When a type B or D ground box is stacked to meet volume requirements, it is allowable to cut an appropriately sized hole for conduit entry in the side wall at least 18 inches below grade.
9. If an existing ground box in the contract has a metal cover, bond the cover to the equipment grounding conductor with a 3 ft. long stranded bonding jumper the same size as the grounding conductor. The bonding jumper is subsidiary to various bid items. Verify existing ground boxes with metal covers are shown on the plans, with notes fully describing the work required.
10. If other ground boxes with metal covers are within the project limits but are not part of the contract, the Engineer may direct the Contractor to bond the metal covers, identifying the specific boxes in writing. This work will be paid for separately.
11. Bond metal ground box covers to the grounding conductor with a tank ground type lug.

Texas Department of Transportation

Traffic Operations Division Standard

ELECTRICAL DETAILS
GROUND BOXES

ED(4)-14

FILE: ed4-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT October 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				47

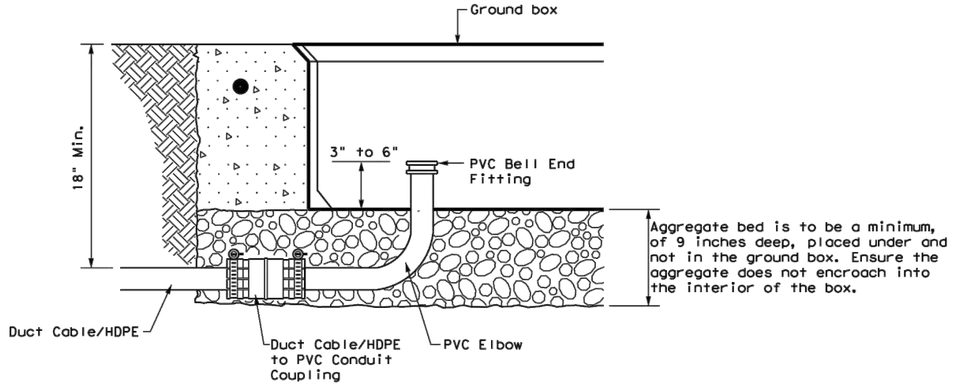
71D

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

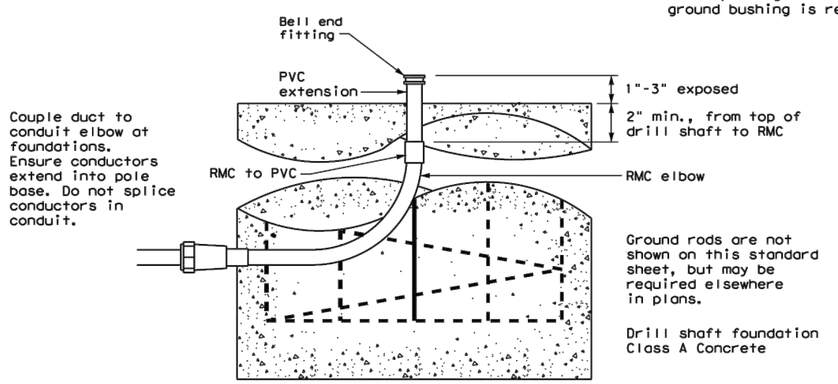
DUCT CABLE & HDPE CONDUIT NOTES

1. Provide duct cable in accordance with Departmental Material Specification (DMS) 11060 "Duct Cable" and Item 622 "Duct Cable." Provide duct cable as listed on the Material Producer List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies" Item 622.
2. Provide High-Density Polyethylene (HDPE) conduit in accordance with DMS 11060 and Item 618, "Conduit." Provide HDPE as listed on the MPL on the Department web site under "Roadway Illumination and Electrical Supplies," Item 618.
3. Supply duct cable with a minimum 2 in. diameter, unless otherwise shown in the plans. Provide duct cable and HDPE conduit as shown by descriptive code or on the plans. Bend duct cable and HDPE conduit as recommended by the manufacturer, with a minimum bending radius of 26 in. for 2 in. duct. Follow manufacturers' recommendations when handling duct cable and HDPE conduit reels and during installation of duct cable and HDPE conduit.
4. Do not splice conductors within duct cable or HDPE conduit. Couple duct cable and HDPE entering a ground box or foundation to a PVC elbow. When galvanized steel RMC elbows are called for in the plans and any portion of the RMC elbow is buried less than 18" from possible contact, ground the RMC elbow.
5. Furnish and install duct cable with factory installed conductors, sized as shown in the plans and as required by the National Electrical Code (NEC). The NEC contains specific requirements for duct cable in Article, "Nonmetallic Underground Conduit with Conductors: Type NUCC."
6. When conduit casing is called for in the plans, extend duct cable or HDPE conduit through the conduit casing in one continuous length without connection to the casing.
7. Seal the ends of duct cable or HDPE conduit with duct seal, expandable foam, or other approved method after completing the pull tests required by Item 622.
8. Provide minimum cover of 24 in. under roadways, 18 in. in other locations, or as shown on the plans.
9. Furnish and install listed fittings to couple duct cable or HDPE conduit to other types of conduit. Duct cable and HDPE conduit may be field-threaded and spliced with PVC or RMC threaded couplings; connected with listed tie-wrap fittings; connected using listed coupling made of HDPE with stainless steel external banding clamps and locking rings; connected with approved electrofusion conduit couplings; or connected using an approved chemical fusion method using an epoxy or adhesive specifically designed for HDPE couplings and connectors all installed in accordance with their manufacturer's instructions. Do not use PVC glue on HDPE. Do not use water pipe fittings, or connect conduit with heat shrink tubing.

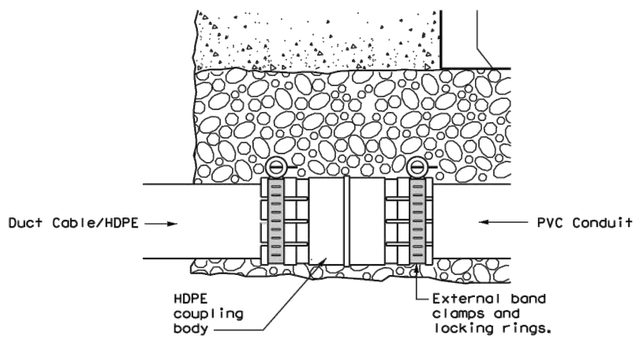


DUCT CABLE/HDPE AT GROUND BOX

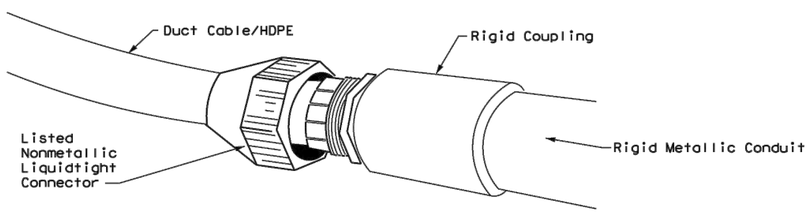
When the upper end of an RMC Ell does not enter the ground box, it may be extended with a SCH-40 PVC conduit nipple and bell end, provided there is a minimum of 18" of cover over all parts of the elbow. If not, a rigid extension and ground bushing is required.



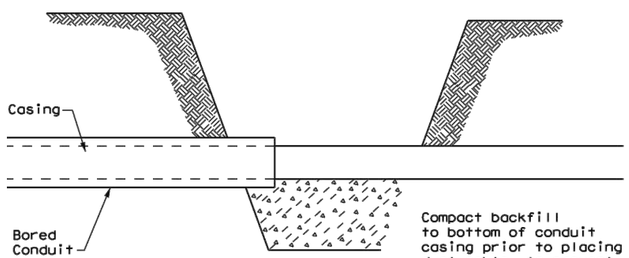
DUCT CABLE / HDPE AT FOUNDATION



DUCT CABLE/HDPE TO PVC



DUCT CABLE/HDPE TO RMC



BORE PIT DETAIL

Texas Department of Transportation | Traffic Operations Division Standard

ELECTRICAL DETAILS
DUCT CABLE/ HDPE CONDUIT

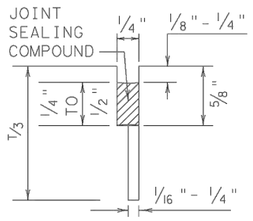
ED(11)-14

FILE: ed11-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT October 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				48

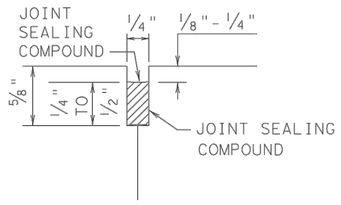
71L

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

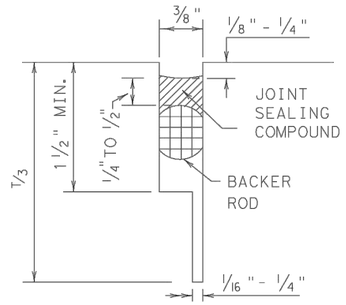
METHOD B: JOINT SEALING COMPOUND



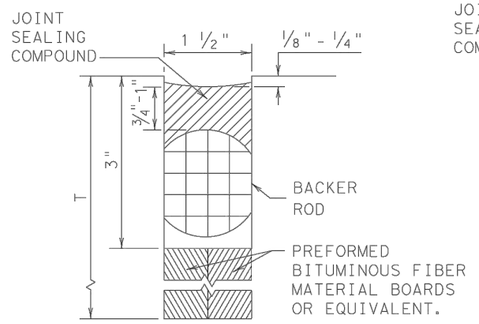
LONGITUDINAL SAWED CONTRACTION JOINT



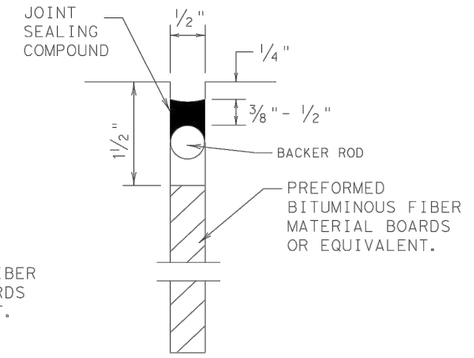
LONGITUDINAL OR TRANSVERSE CONSTRUCTION JOINT



TRANSVERSE SAWED CONTRACTION JOINT

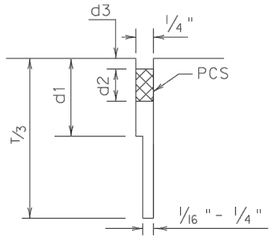


TRANSVERSE FORMED EXPANSION JOINT

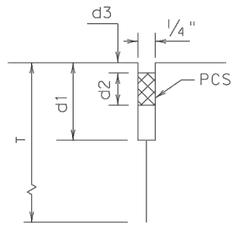


FORMED ISOLATION JOINT

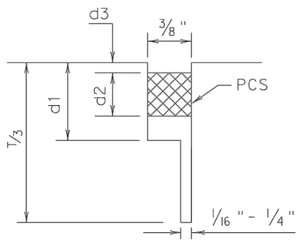
METHOD A: PREFORMED COMPRESSION SEALS (PCS)(DMS-6310 CLASS 6)



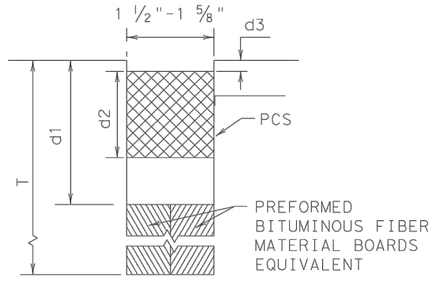
LONGITUDINAL SAWED CONTRACTION JOINT



LONGITUDINAL CONSTRUCTION JOINT



TRANSVERSE SAWED CONTRACTION JOINT



TRANSVERSE FORMED EXPANSION JOINT

GENERAL NOTES

1. UNLESS OTHERWISE SHOWN IN THE PLANS, EITHER METHOD "A" OR METHOD "B" MAY BE USED.
2. THE LOCATION OF JOINTS SHALL BE AS SHOWN ELSEWHERE IN THE PLANS.
3. THE JOINT RESERVOIR FOR SEALANT OR PCS SHALL BE SAWED UNLESS OTHERWISE SHOWN ON THE PLANS FOR THE LONGITUDINAL AND TRANSVERSE CONSTRUCTION JOINTS AND THE SAWED JOINTS.
4. DIMENSIONS d1, d2, AND d3 SHOWN IN METHOD A SHALL BE IN ACCORDANCE WITH THE PREFORMED COMPRESSION SEAL MANUFACTURER'S RECOMMENDATION.
5. REFER TO DMS-6310 "JOINT SEALANTS AND FILLERS" FOR THE CLASSIFICATIONS.
6. FOR SAWED LONGITUDINAL JOINT, LONGITUDINAL OR TRANSVERSE CONSTRUCTION JOINT, USE JOINT SEALANT CLASS 5 OR 8 UNLESS OTHERWISE SHOWN ON THE PLAN OR APPROVED.
7. FOR TRANSVERSE SAWED CONTRACTION, TRANSVERSE FORMED EXPANSION JOINT, AND ISOLATION JOINT USE JOINT SEALANT CLASS 5 OR 8 AT NEW JOINTS. USE JOINT SEALANT CLASS 4,5,7,OR 8 FOR MAINTAINING EXISTING JOINTS.
8. THE JOINTS SHALL BE CLEANED IN ACCORDANCE WITH THE ITEM 438 "CLEANING AND SEALING JOINTS" OR ITEM 713 "CLEANING AND SEALING JOINTS AND CRACKS (CONCRETE PAVEMENT)".
9. ISOLATION JOINTS ACCOMMODATE HORIZONTAL AND VERTICAL MOVEMENTS THAT OCCUR BETWEEN A PAVEMENT AND A STRUCTURE. ISOLATION JOINTS MAY BE USED FOR BRIDGE ABUTMENTS, INTERSECTIONS, CURB AND GUTTER, OLD AND NEW PAVEMENTS, OR AROUND DRAINAGE INLETS, MANHOLES, FOOTINGS AND LIGHTING STRUCTURES.

Texas Department of Transportation | Design Division Standard

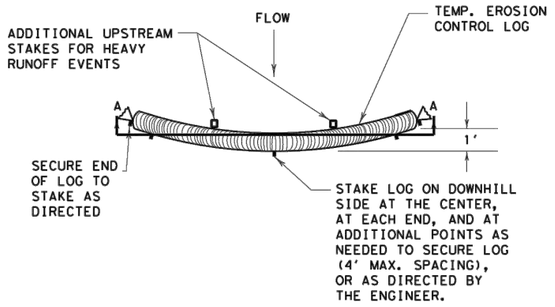
CONCRETE PAVING DETAILS
JOINT SEALS
JS-14

FILE: js14.dgn	DN: TxDOT	DN: HC	DW: HC	CK: AN
©TxDOT: DECEMBER 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				49

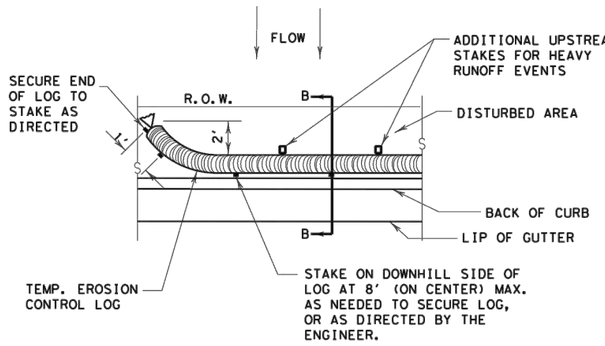
DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

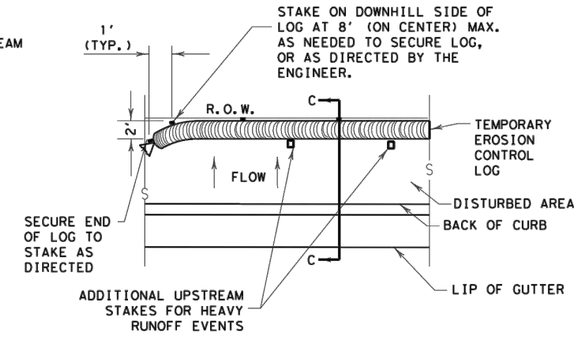
DATE:
FILE:



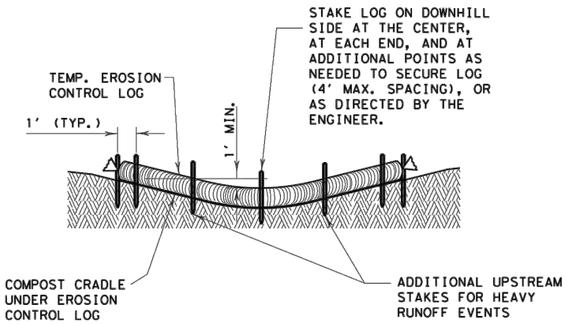
PLAN VIEW



PLAN VIEW



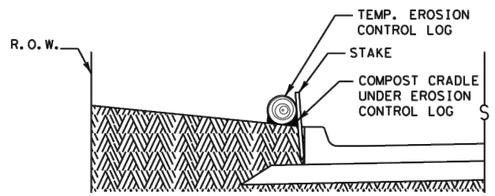
PLAN VIEW



SECTION A-A

EROSION CONTROL LOG DAM

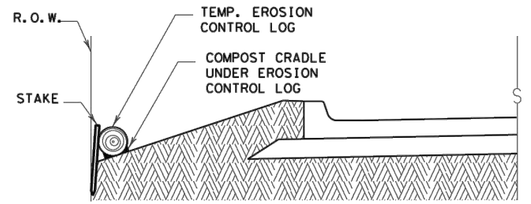
CL-D



SECTION B-B

EROSION CONTROL LOG AT BACK OF CURB

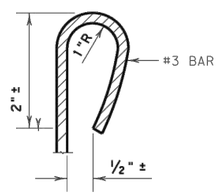
CL-BOC



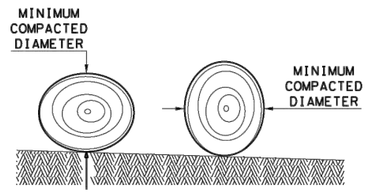
SECTION C-C

EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY

CL-ROW



REBAR STAKE DETAIL



DIAMETER MEASUREMENTS OF EROSION CONTROL LOGS SPECIFIED IN PLANS

LEGEND

- CL-D — EROSION CONTROL LOG DAM
- CL-BOC — EROSION CONTROL LOG AT BACK OF CURB
- CL-ROW — EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY
- CL-SST — EROSION CONTROL LOGS ON SLOPES STAKE AND TRENCHING ANCHORING
- CL-SSL — EROSION CONTROL LOGS ON SLOPES STAKE AND LASHING ANCHORING
- CL-DI — EROSION CONTROL LOG AT DROP INLET
- CL-CI — EROSION CONTROL LOG AT CURB INLET
- CL-GI — EROSION CONTROL LOG AT CURB & GRATE INLET

GENERAL NOTES:

1. EROSION CONTROL LOGS SHALL BE INSTALLED IN ACCORDANCE WITH MANFACTURER'S RECOMMENDATIONS, OR AS DIRECTED BY THE ENGINEER.
2. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED.
3. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
4. FILL LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE THE MINIMUM COMPACTED DIAMETER SPECIFIED IN THE PLANS WITHOUT EXCESSIVE DEFORMATION.
5. STAKES SHALL BE 2" X 2" WOOD OR #3 REBAR, 2'-4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED BY THE ENGINEER.
6. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.
7. COMPOST CRADLE MATERIAL IS INCIDENTAL & WILL NOT BE PAID FOR SEPARATELY.
8. SANDBAGS USED AS ANCHORS SHALL BE PLACED ON TOP OF LOGS & SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
9. TURN THE ENDS OF EACH ROW OF LOGS UPSLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
10. FOR HEAVY RUNOFF EVENTS, ADDITIONAL UPSTREAM STAKES MAY BE NECESSARY TO KEEP LOG FROM FOLDING IN ON ITSELF.

SEDIMENT BASIN & TRAP USAGE GUIDELINES

An erosion control log sediment trap may be used to filter sediment out of runoff draining from an unstabilized area.

Log Traps: The drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Control logs should be placed in the following locations:

1. Within drainage ditches spaced as needed or min. 500' on center
2. Immediately preceding ditch inlets or drain inlets
3. Just before the drainage enters a water course
4. Just before the drainage leaves the right of way
5. Just before the drainage leaves the construction limits where drainage flows away from the project.

The logs should be cleaned when the sediment has accumulated to a depth of 1/2 the log diameter.

Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.

SHEET 1 OF 3

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

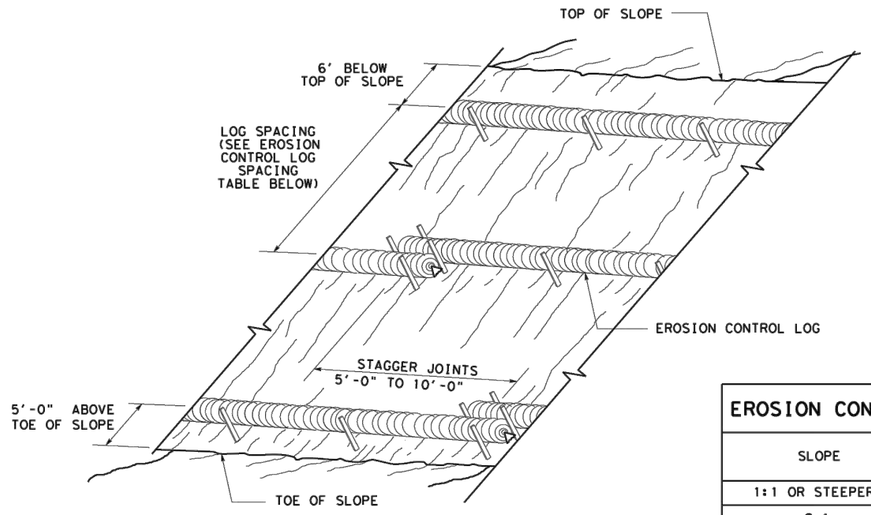
EROSION CONTROL LOG

EC(9)-16

FILE: ec916	DN: TxDOT		CK: KM		DW: LS/PT	CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB		HIGHWAY	
REVISIONS						
	DIST	COUNTY			SHEET NO.	
					50	

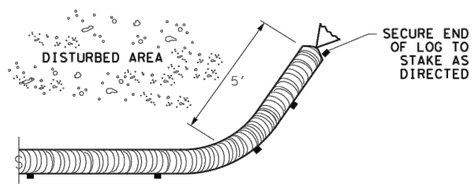
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



EROSION CONTROL LOGS ON SLOPES
STAKE AND TRENCHING ANCHORING

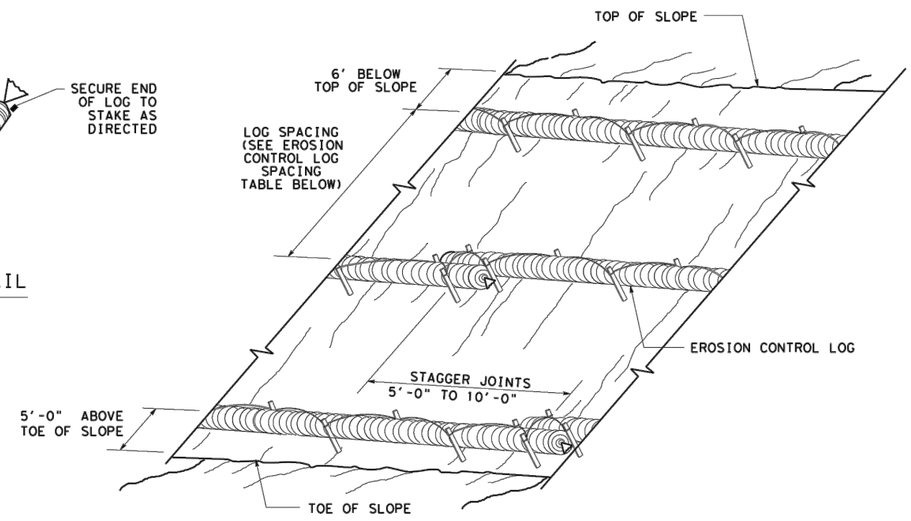
CL-SST



END SECTION RAP DETAIL

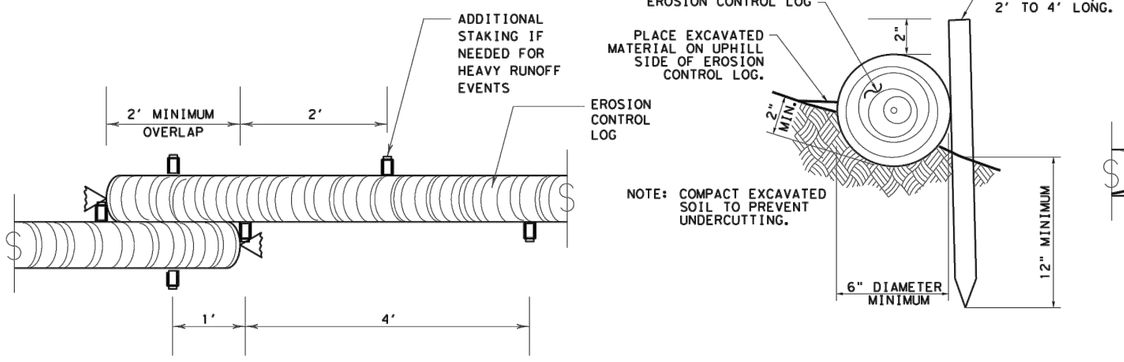
EROSION CONTROL LOG SPACING TABLE				
SLOPE	LOG DIAMETER			
	6"	8"	12"	18"
1:1 OR STEEPER	5'	10'	15'	20'
2:1	10'	20'	30'	40'
3:1	15'	30'	45'	60'
4:1 OR FLATTER	20'	40'	60'	80'

* ADJUSTMENTS CAN BE MADE FOR SOIL TYPE:
SOFT, LOAMY SOILS-ADJUST ROWS CLOSER TOGETHER;
HARD, ROCKY SOILS- ADJUST ROWS FARTHER APART



EROSION CONTROL LOGS ON SLOPES
STAKE AND LASHING ANCHORING

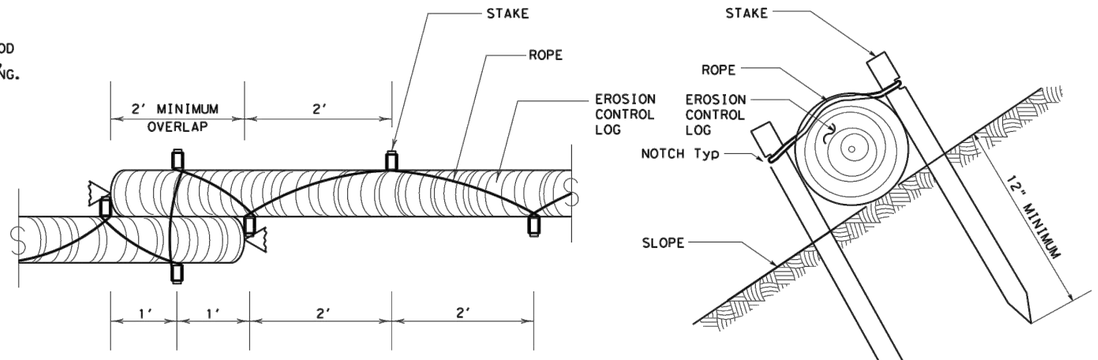
CL-SSL



STAKE AND TRENCHING ANCHORING DETAIL

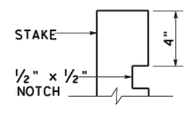
CL-SST

TRENCH DEPTH TABLE	
LOG DIAMETER	DEPTH
6"	2"
8"	3"
12"	4"
18"	5"



STAKE AND LASHING ANCHORING DETAIL

CL-SSL



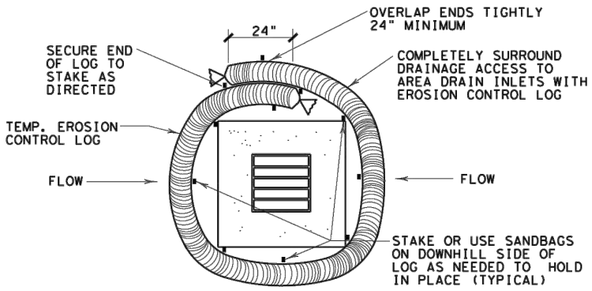
STAKE NOTCH DETAIL

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES
EROSION CONTROL LOG
EC(9)-16

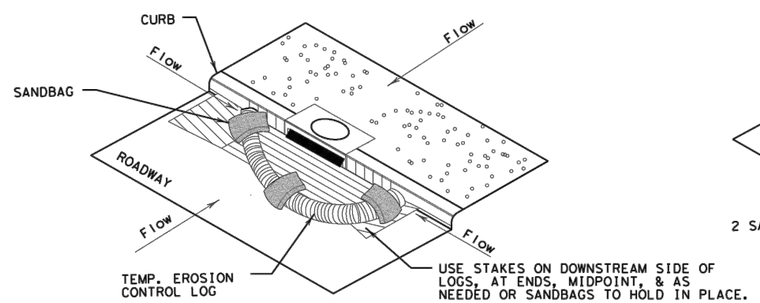
FILE: ec116	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS			
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY			
REVISIONS							
	DIST	COUNTY		SHEET NO.			
				51			

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



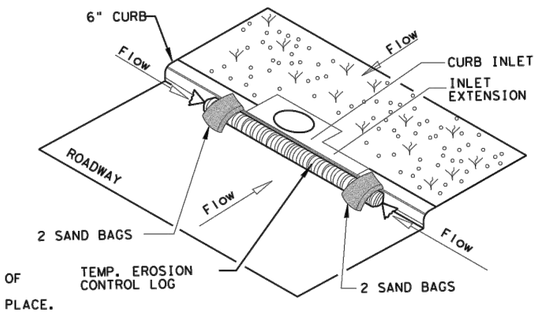
EROSION CONTROL LOG AT DROP INLET

CL-DI



EROSION CONTROL LOG AT CURB INLET

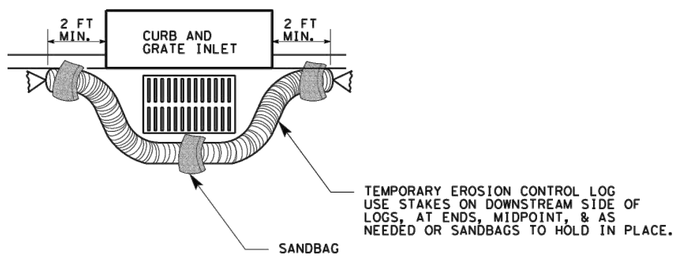
CL-CI



EROSION CONTROL LOG AT CURB INLET

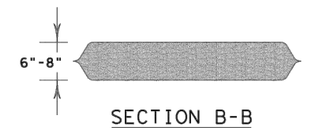
CL-CI

NOTE:
EROSION CONTROL LOGS USED AT CURB INLETS SHOULD ONLY BE USED IF THEY WILL NOT IMPEDE TRAFFIC OR FLOOD THE ROADWAY OR WHEN THE STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.

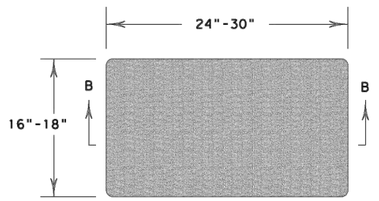


EROSION CONTROL LOG AT CURB & GRADE INLET

CL-GI



SECTION B-B



SANDBAG DETAIL

SHEET 3 OF 3

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

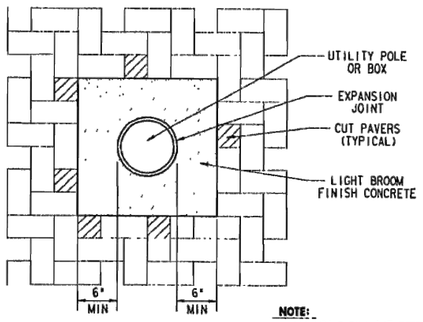
EROSION CONTROL LOG

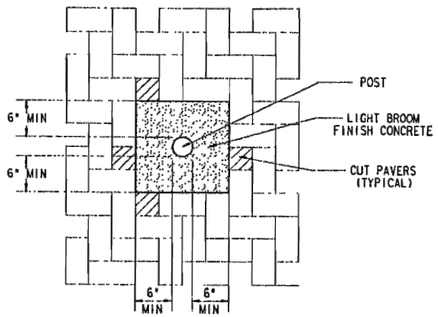
EC(9)-16

FILE: ec916	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS			
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY			
REVISIONS							
	DIST	COUNTY		SHEET NO.			
				52			

DATE:
FILE:

DESCRIPTION	DATE	REVISED BY

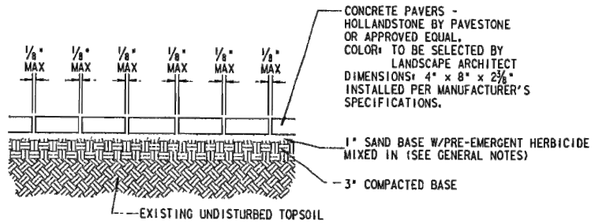




NOTE:
A CONCRETE PAD (4" DEPTH) SHALL BE PLACED AROUND ALL UTILITY POLES, BOXES, AND POSTS ON THE SITE. A MINIMUM OF 6" OF CONCRETE SHALL EXTEND BEYOND THE EDGE OF ANY POLE OR POST. THIS PAD SHALL COINCIDE WITH THE PATTERN OF THE PAVERS. THE AMOUNT OF CUT BRICKS SHALL BE KEPT TO A MINIMAL AMOUNT.

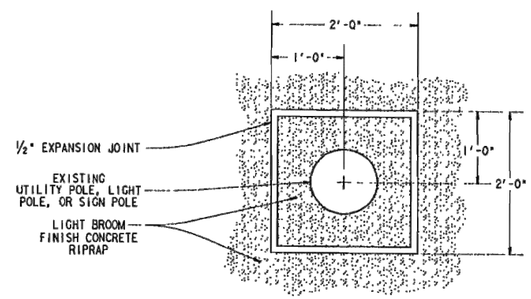
1/10 TYPICAL CONCRETE PADS AT POLES AND POSTS

NOT TO SCALE



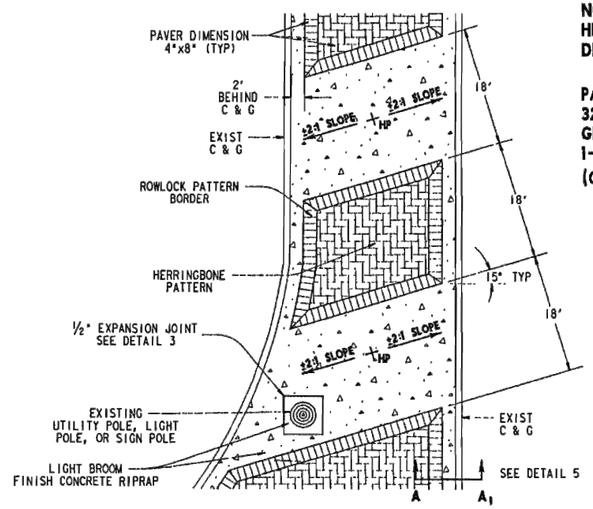
2/10 PAVER DETAIL

NOT TO SCALE



3/10 UTILITY POLE AND EXPANSION JOINT DETAILS

NOT TO SCALE

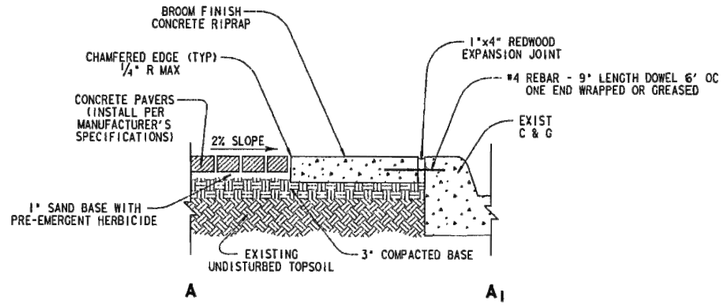


NOTE: INSTALLATION PATTERN SHALL BE HERRINGBONE. PATTERN ORIENTATION AS DIRECTED BY THE ENGINEER.

PAVESTONE CONCRETE PAVERS
3215 WM. D. TATE AVE
GRAPEVINE, TEXAS 76051
1-800-772-7834 OR (214) 404-0400
(OR APPROVED EQUAL)

4/10 TYPICAL MEDIAN PAVER PATTERN AND DETAILS

NOT TO SCALE



5/10 PAVER AND RIPRAP BEHIND CURB DETAILS

NOT TO SCALE

LANDSCAPE CONSTRUCTION DETAILS

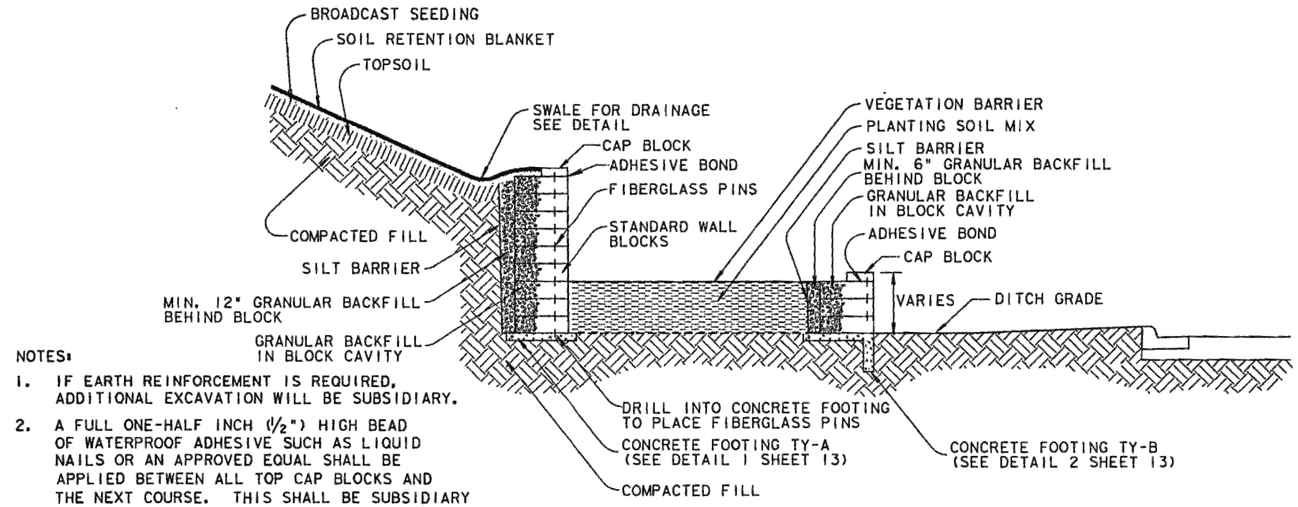
SHEET 10 OF 10

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.			SHEET NO.
6	STP 93 (215)UM			91
STATE	STATE DIST. NO.	COUNTY		
TEXAS	06	MIDLAND		
CONT.	SECT.	JOB	HIGHWAY NO.	
1188	02	046	LP 250	

PLAN

/usr/d0674g1/Land/1188g01.dg

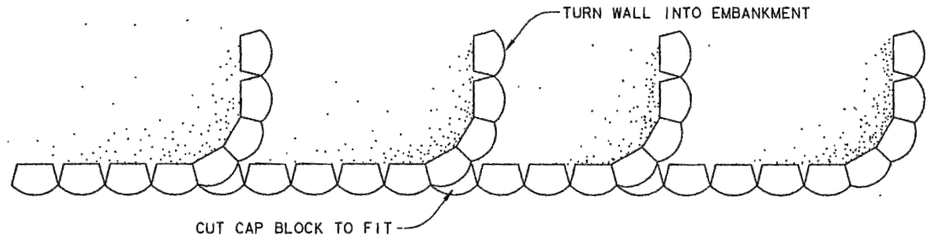
NO.	DESCRIPTION	DATE	REVISED BY

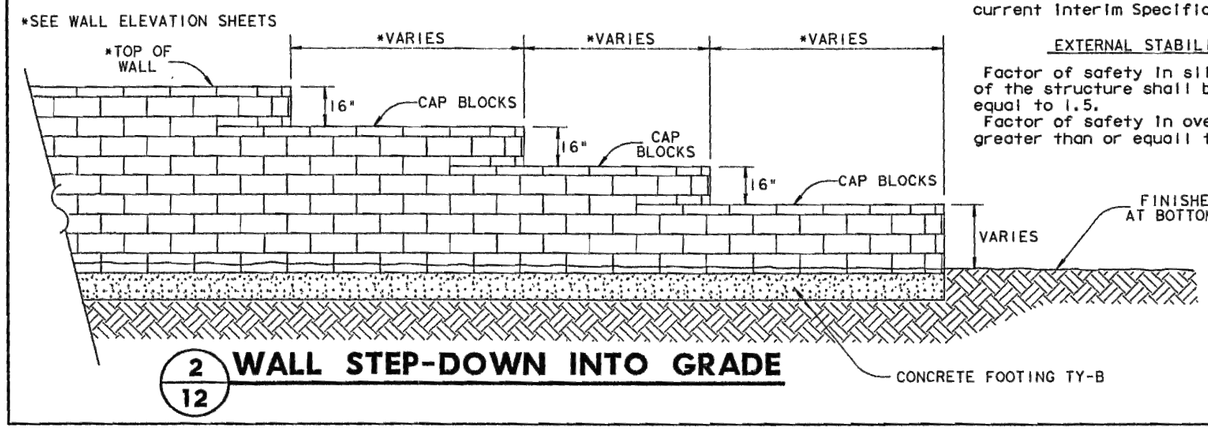


NOTES:

1. IF EARTH REINFORCEMENT IS REQUIRED, ADDITIONAL EXCAVATION WILL BE SUBSIDIARY.
2. A FULL ONE-HALF INCH (½") HIGH BEAD OF WATERPROOF ADHESIVE SUCH AS LIQUID NAILS OR AN APPROVED EQUAL SHALL BE APPLIED BETWEEN ALL TOP CAP BLOCKS AND THE NEXT COURSE. THIS SHALL BE SUBSIDIARY TO THIS ITEM.

1/12 TYPICAL SECTION - RETAINING WALL AND PLANTING BED





2/12 WALL STEP-DOWN INTO GRADE

GENERAL NOTES:

Sections and Typical Elevation shown are for informational purposes. Specific block shape and dimensions and location of earth reinforcements will vary depending on the components used.

Backfill behind each retaining wall shall be compacted to desired density prior to placing next retaining wall course, as approved by the engineer.

DESIGN PARAMETERS

Structure shall be based on the following design parameters:

Random Backfill: Unit weight= 125 pcf ø=30° c=0 ksf

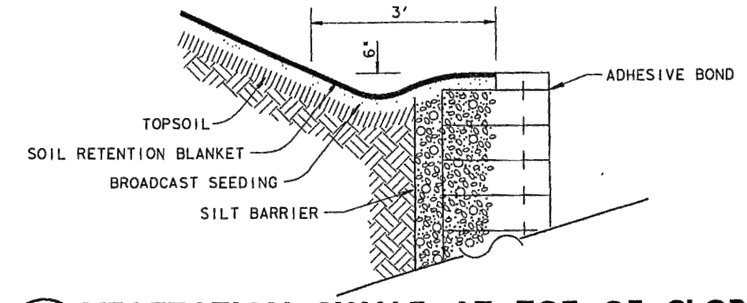
Select Backfill: Unit weight= 125 pcf ø=34° c=0 ksf

Stress in steel and concrete shall be in accordance with A.A.S.H.T.O. 1989 and current Interim Specifications.

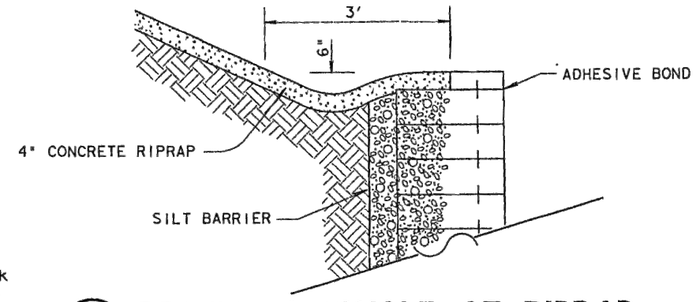
EXTERNAL STABILITY CRITERIA

Factor of safety in sliding along the base of the structure shall be greater than or equal to 1.5.

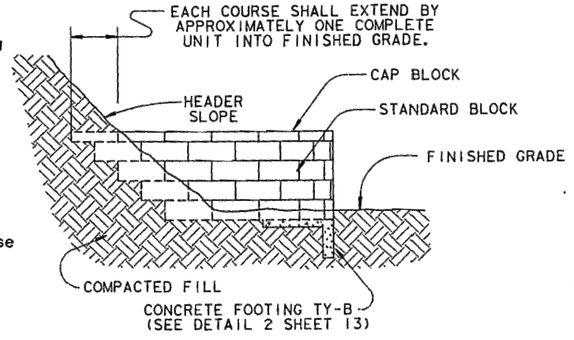
Factor of safety in overturning shall be greater than or equal to 2.0.



3/12 VEGETATION SWALE AT TOE OF SLOPE



4/12 CONCRETE SWALE AT RIPRAP



5/12 WALL INTO SLOPE

STATE OF TEXAS
MICHAEL V. CHETTY
55715
REGISTERED PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by MICHAEL V. CHETTY P.E. 55715, on 7 May, 1993.

P.E.

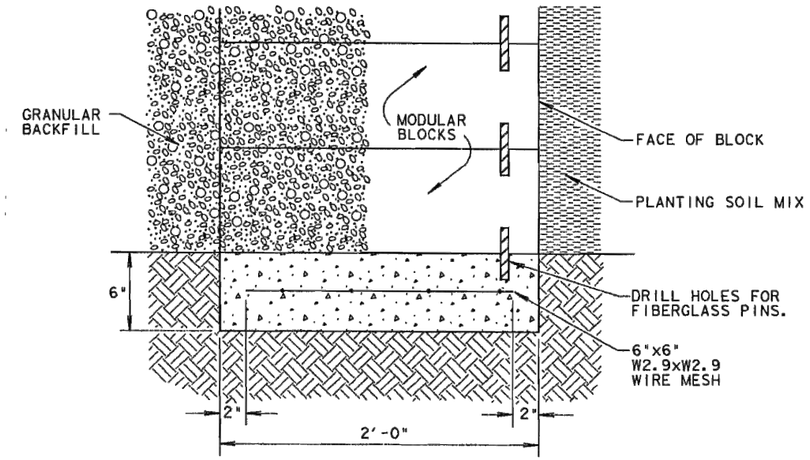
SHEET 12 OF 13

FED. RD. DIV. NO.	STATE AID PROJECT NO.		SHEET NO.
6	STP93(215)UM		8(
STATE	STATE DIST. NO.	COUNTY	
TEXAS	06	MIDLAND	
CONTROL	SECTION	JOB	HIGHWAY NO.
1188	02	046	LP 250

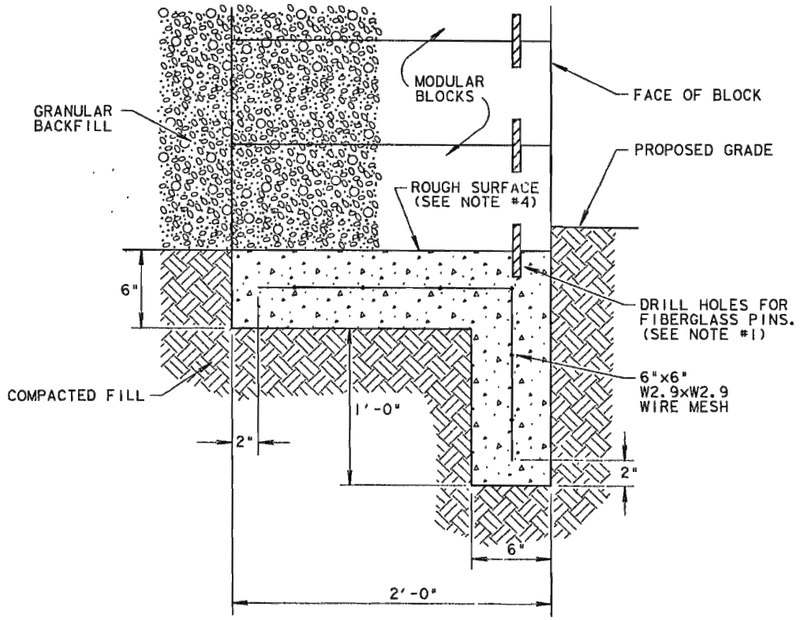
WALL AND SWALE CONSTRUCTION DETAILS

/usr/d0674l3/l188p01.dgn

DESCRIPTION	DATE	REVISED BY



1/13 TYPE A - FOOTING DETAIL



2/13 TYPE B - FOOTING DETAIL

NOTES:

1. Drilling Holes For Fiberglass Pins Will Not Be Required In Front Planting Bed Walls.
2. Type B Footing Will Be Used In All Locations Where Ditch Grade Is In Front Of Wall.
3. Type A Footing Is Used On All Retaining Walls Which Have A Planting Bed In Front Of Them.
4. Rough Surface On Top Of Footing Is Only Required Where Fiberglass Pins Are Not Required To Be Drilled Into Concrete Footing.

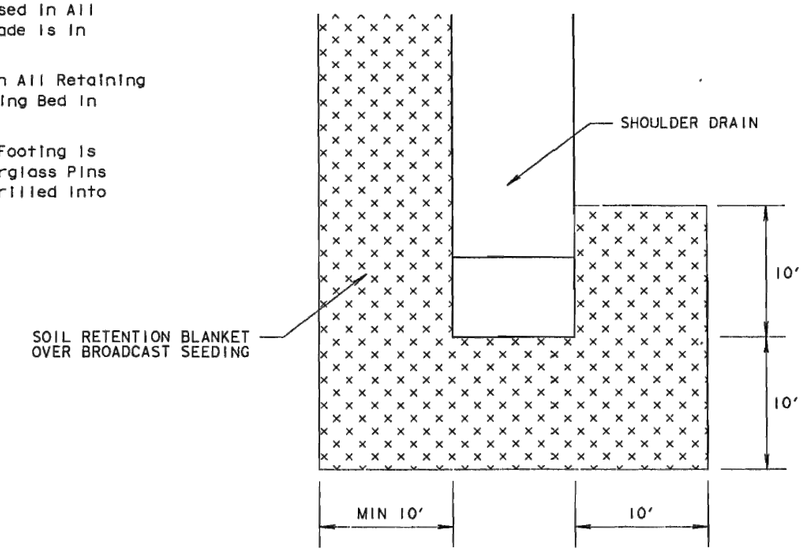
DRILL SEEDING LOCATIONS & AREAS

STATIONS	NORTH MEDIAN AREA SY.	CENTER MEDIAN AREA SY.	SOUTH MEDIAN AREA SY.
360+00-376+00	3008	2223	2753
376+00-389+00	10921	5778	11633
389+00-402+00	10195	5778	10111
402+00-415+00	9396	5778	9208
415+00-428+00	8103	4667	5229
428+00-441+00	6938	5778	7163
441+00-454+00	4456	5778	4516
454+00-467+00	7365	5778	10488
467+00-480+00	3059	4889	6478
480+00-493+00	9710	5778	8135
493+00-506+00	5599	5778	4610
506+00-519+00	2928	6373	3187
TOTAL	81678	64376	83511
TOTAL DRILL SEEDING AREA			229565

NORTH MEDIAN AREA
MEDIAN AREA BETWEEN THE WEST BOUND FRONTAGE ROAD AND THE THE WEST BOUND MAIN LANES.

CENTER MEDIAN AREA
MEDIAN AREA BETWEEN THE WEST BOUND MAIN LANES AND THE EAST BOUND MAIN LANES.

SOUTH MEDIAN AREA
MEDIAN AREA BETWEEN THE EAST BOUND FRONTAGE ROAD AND THE THE EAST BOUND MAIN LANES.



3/13 SOIL RETENTION BLANKET AND BROADCAST SEEDING AREA

STATE OF TEXAS
MICHAEL V. CHETTY
55715
REGISTERED PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by MICHAEL V. CHETTY P.E. 55715, on 5 May A 1993

P.E.

SHEET 13 OF 13

WALL AND SEEDING DETAILS

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6	STP93(216)UM		81
STATE	STATE DIST. NO.	COUNTY	
TEXAS	6	MIDLAND	
CONT.	SECT.	JOB	HIGHWAY NO.
1188	02	046	LP 250

/usr/d0674137/1188p01.dgn

PLAN

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.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT REECE ALBERT, INC.

(hereinafter called the Principal), as Principal, and CONTINENTAL CASUALTY 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%----------), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to T20-03 MIDLAND PARK MALL TRAFFIC IMPROVEMENTS BID # 21002277.

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

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

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

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this 17th day of MARCH, 2021.

REECE ALBERT, INC.
Principal
By _____
Address P. O. BOX 3238
MIDLAND, TEXAS 79701-3238

CONTINENTAL CASUALTY COMPANY
Surety
By _____
MARLA HILL, ATTORNEY-IN-FACT
Address P. O. BOX 54020
LUBBOCK, TEXAS 79453

APPROVED AS TO FORM:

_____
City Attorney

NOTE: ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Howard Cowan, Marla Hill, Individually

of Lubbock, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 12th day of July, 2011.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Stathy Darcy — Senior Vice President

State of Illinois, County of Cook, ss:

On this 12th day of July, 2011, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

OFFICIAL SEAL
ELIZA PRICE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/17/13

My Commission Expires September 17, 2013

Eliza Price — Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 17TH day of MARCH, 2021.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis — Assistant Secretary

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

PERFORMANCE BOND

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____.

(hereinafter called the principal(s)), as principal(s), and _____

_____,

(hereinafter called the Surety(s)), as Surety(s), are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), 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____, to furnish and deliver the following equipment:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

SPECIFICALLY including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, as well as the Principals primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications,

instructions to bidders, general and special conditions and other contract documents, including any addendums thereto, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

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

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

_____	_____
Principal	Surety
By_____	By_____
Address_____	Address_____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

EXHIBIT D – HEAVY AND HIGHWAY – rev 01-05-18

General Decision Number: TX180007 01/05/2018 TX7

Superseded General Decision Number: TX20170007

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 $10.35 for calendar year 2018 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 $10.35 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 2018. 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	01/05/2018

* 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.

==========

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.

==========

END OF GENERAL DECISION

Onyx General Contractors LLC							Reece Albert Inc.						
ITEM NO.	TxDOT ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT BID	ITEM NO.	TxDOT ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
1	104 6014	REMOVING CONC (FOUNDATIONS) _____ dollars and _____ cents per cubic yard	CY	8	$ 1,300.00	$ 10,400.00	1	104 6014	REMOVING CONC (FOUNDATIONS) _____ dollars and _____ cents per cubic yard	CY	8	$ 165.85	$ 1,326.80
2	104 6022	REMOVING CONC (CURB AND GUTTER) _____dollars and _____cents per linear foot	LF	1261	$ 15.60	$ 19,671.60	2	104 6022	REMOVING CONC (CURB AND GUTTER) _____dollars and _____cents per linear foot	LF	1261	$ 11.30	$ 14,249.30
3	104 6024	REMOVING CONC (RETAINING WALLS) _____dollars and _____ cents per square yard	SY	23	$ 650.00	$ 14,950.00	3	104 6024	REMOVING CONC (RETAINING WALLS) _____dollars and _____ cents per square yard	SY	23	$ 177.00	$ 4,071.00
4	104 6040	REMOVING CONC (PAVERS) _____dollars and _____cents per square yard	SY	137	$ 19.50	$ 2,671.50	4	104 6040	REMOVING CONC (PAVERS) _____dollars and _____cents per square yard	SY	137	$ 38.50	$ 5,274.50
5	1 04 6041	REMOVING CONC (GND BOX W/APRON) _____dollars and _____ cents per each	EA	2	$ 6,500.00	$ 13,000.00	5	1 04 6041	REMOVING CONC (GND BOX W/APRON) _____dollars and _____ cents per each	EA	2	$ 638.00	$ 1,276.00
6	105 6008	REMOVING STAB BASE AND ASPH PAV (6") _____ dollars and _____ cents per square yard	SY	40	$ 26.00	$ 1,040.00	6	105 6008	REMOVING STAB BASE AND ASPH PAV (6") _____ dollars and _____ cents per square yard	SY	40	$ 53.30	$ 2,132.00
7	528 6006	REMOVE AND RELAY PAVERS _____ dollars and _____ cents per square yard	SY	88	$ 304.20	$ 26,769.60	7	528 6006	REMOVE AND RELAY PAVERS _____ dollars and _____ cents per square yard	SY	88	$ 155.30	$ 13,666.40
8	644 6068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	8	$ 1,950.00	$ 15,600.00	8	644 6068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	8	$ 730.40	$ 5,843.20
9	644 6076	REMOVE SM RD RN SUP&AM _____dollars and _____cents per each	EA	4	$ 1,950.00	$ 7,800.00	9	644 6076	REMOVE SM RD RN SUP&AM _____dollars and _____cents per each	EA	4	$ 99.00	$ 396.00
10	677 6001	ELIM EXT PAV MRK & MRKS (4") _____ dollars and _____ cents per linear foot	LF	422	$ 4.55	$ 1,920.10	10	677 6001	ELIM EXT PAV MRK & MRKS (4") _____ dollars and _____ cents per linear foot	LF	422	$ 5.78	$ 2,439.16
11	677 6003	ELIM EXT PAV MRK & MRKS (8") _____ dollars and _____ cents per linear foot	LF	634	$ 4.55	$ 2,884.70	11	677 6003	ELIM EXT PAV MRK & MRKS (8") _____ dollars and _____ cents per linear foot	LF	634	$ 11.55	$ 7,322.70
12	677 6007	ELIM EXT PAV MRK & MRKS (24") _____ dollars and _____ cents per linear foot	LF	50	$ 5.20	$ 260.00	12	677 6007	ELIM EXT PAV MRK & MRKS (24") _____ dollars and _____ cents per linear foot	LF	50	$ 34.65	$ 1,732.50
13	677 6008	ELIM EXT PAV MRK & MRKS (ARROW) _____ dollars and _____ cents per each.	EA	4	$ 504.40	$ 2,017.60	13	677 6008	ELIM EXT PAV MRK & MRKS (ARROW) _____ dollars and _____ cents per each.	EA	4	$ 165.00	$ 660.00
14	677 6012	ELIM EXT PAV MRK & MRKS (WORD) _____ dollars and _____ cents per each	EA	4	$ 504.40	$ 2,017.60	14	677 6012	ELIM EXT PAV MRK & MRKS (WORD) _____ dollars and _____ cents per each	EA	4	$ 181.50	$ 726.00
15	690 6057	REMOVAL OF PEDIASTRIAN RAMPS _____ dollars and _____ cents per each	EA	2	$ 1,950.00	$ 3,900.00	15	690 6057	REMOVAL OF PEDIASTRIAN RAMPS _____ dollars and _____ cents per each	EA	2	$ 701.75	$ 1,403.50
16	690 6067	REMOVAL OF LUMINAIRE MAST ARMS _____ dollars and _____ cents per each.	EA	1	$ 3,250.00	$ 3,250.00	16	690 6067	REMOVAL OF LUMINAIRE MAST ARMS _____ dollars and _____ cents per each.	EA	1	$ 55.00	$ 55.00
17	690 6127	REMOVE LUMINAIRE POLE _____ dollars and _____ cents per each	EA	1	$ 3,250.00	$ 3,250.00	17	690 6127	REMOVE LUMINAIRE POLE _____ dollars and _____ cents per each	EA	1	$ 1,725.00	$ 1,725.00
18	752 6006	TREE REMOVAL (12"-18" DIA) _____ dollars and cents per each.	EA	3	$ 2,340.00	$ 7,020.00	18	752 6006	TREE REMOVAL (12"-18" DIA) _____ dollars and cents per each.	EA	3	$ 862.00	$ 2,586.00
19	247 6064	FL BS (CMP IN PLC)(TY A GR 4)(6") _____ dollars and _____ cents per square yard	SY	1485	$ 22.10	$ 32,818.50	19	247 6064	FL BS (CMP IN PLC)(TY A GR 4)(6") _____ dollars and _____ cents per square yard	SY	1485	$ 31.20	$ 46,332.00

20	529 6005	CONC CURB (MONO) (TY II) _____dollars and _____ cents per linear foot	LF	1080	$ 40.30	$ 43,524.00		20	529 6005	CONC CURB (MONO) (TY II) _____dollars and _____ cents per linear foot	LF	1080	$ 22.30	$ 24,084.00	
21	531 6017	CURB RAMPS (TY 1) _____ dollars and _____ cents per each.	EA	2	$ 4,420.00	$ 8,840.00		21	531 6017	CURB RAMPS (TY 1) _____ dollars and _____ cents per each.	EA	2	$ 2,075.00	$ 4,150.00	
22	432 6001	RIPRAP (CONC) (4 IN) _____ dollars and _____ cents per cubic yard.	CY	7	$ 702.00	$ 4,914.00		22	432 6001	RIPRAP (CONC) (4 IN) _____ dollars and _____ cents per cubic yard.	CY	7	$ 991.25	$ 6,938.75	
23	360 6002	CONC PVMT (CONT REING-CRCP) (8") _____ dollars and _____ cents per square yard	SY	1217	$ 156.80	$ 190,825.60		23	360 6002	CONC PVMT (CONT REING-CRCP) (8") _____ dollars and _____ cents per square yard	SY	1217	$ 120.15	$ 146,222.55	
24	423 6004	RETAINING WALL (CONC BLOCK) _____ dollars and _____ cents per square foot	SF	120	$ 585.00	$ 70,200.00		24	423 6004	RETAINING WALL (CONC BLOCK) _____ dollars and _____ cents per square foot	SF	120	$ 61.60	$ 7,392.00	
25	420 6043	CL C CONC (FOOTING) _____ dollars and _____ cents per cubic yard.	CY	6	$ 790.40	$ 4,742.40		25	420 6043	CL C CONC (FOOTING) _____ dollars and _____ cents per cubic yard.	CY	6	$ 1,218.00	$ 7,308.00	
26	690 6125	INSTALL LUMINAIRE POLE _____dollars and _____ cents per each.	EA	1	$ 3,250.00	$ 3,250.00		26	690 6125	INSTALL LUMINAIRE POLE _____dollars and _____ cents per each.	EA	1	$ 5,115.00	$ 5,115.00	
27	690 6069	INSTALL OF LUMINAIRE MAST ARMS _____ dollars and _____ cents per each.	EA	1	$ 3,250.00	$ 3,250.00		27	690 6069	INSTALL OF LUMINAIRE MAST ARMS _____ dollars and _____ cents per each.	EA	1	$ 55.00	$ 55.00	
28	690 6002	INSTALL OF CONDUIT BY TRENCHING _____ dollars and _____ cents per linear foot	LF	75	$ 52.00	$ 3,900.00		28	690 6002	INSTALL OF CONDUIT BY TRENCHING _____ dollars and _____ cents per linear foot	LF	75	$ 22.00	$ 1,650.00	
29	690 6008	INSTALL OF GROUND BOXES _____ dollars and _____ cents per each.	EA	2	$ 1,950.00	$ 3,900.00		29	690 6008	INSTALL OF GROUND BOXES _____ dollars and _____ cents per each.	EA	2	$ 2,090.00	$ 4,180.00	
30	620 6007	ELEC CONDR (NO.8) BARE _____ dollars and ____ cents per linear foot.	LF	150	$ 9.10	$ 1,365.00		30	620 6007	ELEC CONDR (NO.8) BARE _____ dollars and ____ cents per linear foot.	LF	150	$ 1.54	$ 231.00	
31	620 6008	ELEC CONDR (NO.8) INSULATED _____ dollars and _____ cents per linear foot.	LF	300	$ 9.10	$ 2,730.00		31	620 6008	ELEC CONDR (NO.8) INSULATED _____ dollars and _____ cents per linear foot.	LF	300	$ 1.65	$ 495.00	
32	644 6067	IN SM RD SN SUP&AM (INST SIGN ONLY) _____ dollars and ____ cents per each.	EA	3	$ 1,950.00	$ 5,850.00		32	644 6067	IN SM RD SN SUP&AM (INST SIGN ONLY) _____ dollars and ____ cents per each.	EA	3	$ 451.00	$ 1,353.00	
33	666 6003	REFL PAV MRK TY I (W)4"(BRK)(100MIL) _____dollars and ____ cents per linear foot.	LF	153	$ 5.20	$ 795.60		33	666 6003	REFL PAV MRK TY I (W)4"(BRK)(100MIL) _____dollars and ____ cents per linear foot.	LF	153	$ 1.93	$ 295.29	
34	666 6012	REFL PAV MRK TY I (W)4"(SLD)(100MIL) _____ dollars and _____ cents per linear foot.	LF	1690	$ 5.20	$ 8,788.00		34	666 6012	REFL PAV MRK TY I (W)4"(SLD)(100MIL) _____ dollars and _____ cents per linear foot.	LF	1690	$ 1.93	$ 3,261.70	
35	666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL) _____ dollars and _____ cents per linear foot.	LF	1330	$ 9.75	$ 12,967.50		35	666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL) _____ dollars and _____ cents per linear foot.	LF	1330	$ 3.85	$ 5,120.50	
36	666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL) _____ dollars and _____ cents per linear foot.	LF	120	$ 29.25	$ 3,510.00		36	666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL) _____ dollars and _____ cents per linear foot.	LF	120	$ 11.55	$ 1,386.00	
37	666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL) _____ dollars and _____ cents per each.	EA	13	$ 520.00	$ 6,760.00		37	666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL) _____ dollars and _____ cents per each.	EA	13	$ 115.50	$ 1,501.50	
38	666 6063	REFL PAV MRK TY I (W)(UTURN)(100MIL) _____ dollars and _____ cents per each.	EA	4	$ 520.00	$ 2,080.00		38	666 6063	REFL PAV MRK TY I (W)(UTURN)(100MIL) _____ dollars and _____ cents per each.	EA	4	$ 121.00	$ 484.00	
39	666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	8				39	666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	8			

		_____ dollars and _____ cents per each.			$ 520.00	$ 4,160.00			_____ dollars and _____ cents per each.			$ 118.25	$ 946.00
40	672 6007	REFL PAV MRKR TY I-C _____ dollars and ____ cents per each.	EA	7	$ 5.20	$ 36.40	40	672 6007	REFL PAV MRKR TY I-C _____ dollars and ____ cents per each.	EA	7	$ 5.78	$ 40.46
41	672 6010	REFL PAV MRKR TY II-C-R _____dollars and _____ cents per each	EA	69	$ 7.80	$ 538.20	41	672 6010	REFL PAV MRKR TY II-C-R _____dollars and _____ cents per each	EA	69	$ 5.78	$ 398.82
42	500 6001	MOBILIZATION _____ dollars and ____ cents per lump sum.	LS	1	$ 50,000.00	$ 50,000.00	42	500 6001	MOBILIZATION _____ dollars and ____ cents per lump sum.	LS	1	$ 133,760.37	$ 133,760.37
43	7140 6049	TRAFFIC CONTROL _____ dollars and ____ cents per month.	MO	4	$ 2,640.00	$ 10,560.00	43	7140 6049	TRAFFIC CONTROL _____ dollars and ____ cents per month.	MO	4	$ 10,710.00	$ 42,840.00
44	N/A	OWNER'S ALLOWANCE (SEE NOTE 1 BELOW) Twenty thousand dollars and no cents per lump sum.	LS	1	$ 20,000.00	$ 20,000.00	44	N/A	OWNER'S ALLOWANCE (SEE NOTE 1 BELOW) Twenty thousand dollars and no cents per lump sum.	LS	1	$ 20,000.00	$ 20,000.00
TOTAL						$ 638,727.90	**TOTAL**						$ 532,426.00

City Council Meeting

Item Number: 7

Meeting Date: April 13, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF THE PLANT FARM POND RE-LINING AND PUMP STATION REPLACEMENT FOR THE UTILITIES DEPARTMENT FOR A COST OF $811,965.00; APPROVING $162,393.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the execution of a Professional Services Agreement with HDR Engineering, Inc. for the design and construction management of Plant Farm Liners and Lift station.

Recommended City Council Action:

Approve

Fiscal Impact:

The amount of $974,358 is available in the Water & Sewer Fund and is hereby appropriated and transferred into fund 305 to a Project for the purpose identified.

Discussion:

Resolution 2020-091 approved the selection of HDR Engineering, Inc. for performance of on-call engineering support services for the Utilities Department over the next five years. Any agreement exceeding $100,000.00 shall not become effective until approved by City Council. Please see the attached memo from Cory Moose, Assistant Utilities Director, for additional information.

Therefore, please consider a resolution authorizing the execution of a professional services agreement with HDR Engineering, Inc. of Midland, Texas for the design and construction management of Plant Farm Liners and Lift station for the cost of $811,965.00 plus contingencies in the amount of $162,393.00 for a total cost of $974,358.00.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Cory Moose, Assistant Utilities Director

SUBJECT: Consider a Resolution approving and Engineering services contract with HDR for Design and Construction Management of Plant Farm Liners and Lift station.

DATE: March 29, 2021

The City has two (2) existing primary effluent holding ponds located east of the Water Pollution Control Plant (WPCP) off CR 1150 and south of CR 110. The ponds are primary effluent holding ponds, but also act as equalization basins for wastewater during wet weather events. The overflow in the Plant Farm ponds during wet weather events is currently pumped to the Spraberry ponds. When the Spraberry ponds are taken out of service after the construction of the Secondary Treatment Plant, excess flow from the ponds will be pumped to the head of the plant where it can be resold to Pioneer Water Management. The City of Midland received a new permit to discharge waste from the TCEQ. The permit states that within three years of permit issuance, the City must either complete the installation of new liners or construct replacement ponds.

In March of last year, the Council approved Task I of this project which included Plant Farm evaluation for re-lining or replacement. It was recommended by the consultant that the ponds are relined and a new pump station be built to comply with the TCEQ permitted mandate.

The Utilities Department is requesting a resolution approving a contract with HDR for the Phase II of the Plant Farm RE-Lining and Pump Station Replacement. Tasks included in the project include plant flow and hydraulic evaluation, evaluation of groundwater constituents, and evaluation of rehabilitation of ponds vs construction of new ponds.

HDR the engineering firm was selected under our on-call services agreement (Resolution 2020-091). The scope of services is on an hourly basis with a not-to-exceed contract cost of $811,965.00 with a 20% contingency totaling a not to exceed cost of $974,358 This will be paid from the unallocated funds of the Water and Sewer Fund (300).

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF THE PLANT FARM POND RE-LINING AND PUMP STATION REPLACEMENT FOR THE UTILITIES DEPARTMENT FOR A COST OF $811,965.00; APPROVING $162,393.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS

WHEREAS, the City Council approved Resolution No. 2020-091 selecting six engineering firms to provide professional services for engineering designs and studies on an as-needed basis; and

WHEREAS, the Utilities Department has selected HDR Engineering, Inc., to provide the design and construction management of the Plant Farm pond re-lining and pump station replacement for the Utilities Department; and

WHEREAS, HDR Engineering, Inc., has agreed to perform said professional services at a cost of $811,965.00; and

WHEREAS, the City Council finds that HDR Engineering, Inc., is qualified to perform said professional services; and

WHEREAS, the City Council finds that the professional fees proposed by HDR Engineering, Inc., are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

WHEREAS, the City Council finds that HDR Engineering, Inc., provides professional services for a fair and reasonable price; and

WHEREAS, the City Council finds it to be in the public interest to execute a professional services agreement with HDR Engineering, Inc., as the most highly qualified provider of said professional services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services; and

WHEREAS, the City Council finds it to be in the public interest to approve $162,393.00 for contingencies;

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

SECTION ONE. That the Interim City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with HDR Engineering, Inc., for said professional services. A copy said agreement is attached hereto as Exhibit "1" and incorporated herein for all purposes.

SECTION TWO. That the sum of $162,393.00 for contingencies is hereby approved for said agreement.

SECTION THREE. That funds in the amount of $974,358.00 are hereby appropriated from the Water and Sewer Fund and are hereby transferred to Fund 305 to a Project for the purpose identified.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay HDR Engineering, Inc., from funds available in the Fund 305 Project for the purpose identified upon receipt of proper invoices or statements approved by the Interim City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Carl Craigo, Utilities Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PROFESSIONAL SERVICES AGREEMENT
#21002767

THIS AGREEMENT is made and effective the 14 day of April 2021, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, HDR Engineering, Inc. hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform Phase II of Plant Farm Pond Re-Lining and Pump Station Replacement for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

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

2. COMPANY shall perform the services described in Exhibit "A" (1) with the professional skill and care ordinarily provided by competent engineers 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 engineer. 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

CITY agrees to pay COMPANY in an amount not to exceed $811,965.00 for the professional services described in **Exhibit A**. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** incurred during the previous month that have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the parties 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 term of this Agreement shall be from April 14, 2021 until April 30, 2023 unless the project is completed sooner or the Agreement is terminated as provided below.

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

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 Agreement 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 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 OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'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 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 OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY 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. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. 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 Agreement or the performance of 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 CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: Jenna Rao
4401 Westgate Blvd, Suite 400
Austin, TX 78745

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 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 Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which 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 Agreement are reasonable. The provisions and obligations of this Section shall survive the termination of this Agreement.

J. Prompt Pay Act. CITY 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, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

L. To the extent that Section 2271.002 of the Texas Government Code applies to this Agreement, COMPANY hereby verifies that COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement. If Section 2271.002 of the Texas Government Code 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 constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to CITY for the duration of this Agreement; (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 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 Agreement, and COMPANY agrees that the contract can be terminated if COMPANY 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 Professional Services Agreement that precede the signature page(s), which evidences the parties' execution.

[Signature Pages Follow]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

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

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

_____
Notary Public, State of Texas

EXHIBIT "A"

SCOPE OF SERVICES AND

BASIS OF COMPENSATION

HDR Engineering, Inc. (HDR) will provide professional engineering services to the City of Midland (City) for the design, bidding assistance, and services during construction for the re-lining of the Plant Farm Ponds and pump station replacement. The re-lining is needed to comply with the terms stated in the Texas Commission on Environmental Quality (TCEQ) Discharge Permit No. WQ0010223001 for domestic wastewater treatment operations special provision number 33 requiring installation of new liners for the existing ponds or construction of replacment ponds.

HDR will provide the professional engineering services described below in support of the Plant Farm Pond Re-Lining and Pump Station Replacement Project.

PROJECT DESCRIPTION

The City has two (2) existing primary effluent holding ponds (Pond A and Pond B) located east of CR 1150 and south of CR 110 with pond dimensions of about 800 ft by 1,200 ft and 1,000 ft by 1,100 ft and 7- to 8-ft deep. The ponds are lined with synthetic liners, which have been damaged over the years. The existing ponds will be the primary effluent ponds for the renewed and amended TPDES Permit Interim Phase 2, when the plant's upgraded treatment capacity of 21 mgd is completed.

The Plant Farm ponds will be used as effluent holding ponds in the final phase of the permit. Based on the findings of the Phase 1 Preliminary Evaluation of the Plant Farm Ponds, HDR recommended re-lining the current ponds and replacing the pump station. The proposed scope of services is provided in subsequent sections.

TASK 1: PRELIMINARY ENGINEERING FOR PUMP STATION AND PLANT FARM POND RE-LINING

SCOPE OF SERVICES

1.1. Kick-off Meeting and Site Visit. Attend a project kick-off meeting with City staff in Midland, Texas. HDR team will visit the site(s) either before are after the meeting. HDR attendees (up to 5) will include the Project Manager and Project Engineers for pump station and pond liners, as well as the Electrical Engineer.

1.2. Evaluate the soils conditions and develop geotechnical recommendations based on available geotechnical reports or borings within the immediate vicinity provided by the City. If available information is not adequate, HDR will notify the City to request additional services for geotechnical investigation and analysis.

1.3. Evaluate the design, specifications, and as-built drawings for the existing plant farm ponds that the City and HDR has.

1.4. Review the performance history provided by the City of the existing plant farm ponds, which will require a site visit by either a geotechnical or liner specialist.

1.5. Determine if the proposed new liner systems complies with liner requirements in 30 TAC §217.203 and 30 TAC §309.13(d) or if it should include fundamental changes to meet TCEQ criteria in material components, grading, or method(s) of installation.

1.6. Develop pumping capacity requirements based on historical flow data and input from the City to determine preliminary submersible pump, wet well, and force main sizes.

1.7. Determine location where piping from the plant farm ponds will tie-in to the new pump station wet well. Determine new force main plan view alignment and location where force main will discharge into the head of the plant.

1.8. Develop preliminary design for electrical and instrumentation and controls requirements for pump station.

1.9. Prepare a technical memorandum providing the results of the preliminary engineering evaluation. The technical memorandum will include 10 percent design drawings and a preliminary opinion of probable construction cost Class 5 estimate, with the associated level of expected accuracy as defined by the AACE Recommend Practice No. 18R (2016). COMPANY's OPCCs are to be made on the basis of COMPANY's experience, qualifications, and general familiarity with the construction industry. However, because COMPANY has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, COMPANY cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from OPCCs prepared by COMPANY. If City requires greater assurance as to OPCC, then City agrees to obtain an independent cost estimate.

1.10. Conduct one review meeting with City staff and incorporate review comments.

ASSUMPTIONS

- The City will provide to HDR all available record drawings and associated information for the Midland Plant Farm Ponds and Existing Pump Station. The drawings will provide sufficient information to preclude the need for additional surveying and geotechnical field explorations.
- The City will provide for on-site subsurface utility locates, as needed.
- The available soils information is adequate to establish pump station foundation requirements without requiring additional geotechnical investigations and analysis .
- The City will provide input on the desired maximum and firm design pumping capacity requirements.
- The existing pump station control panel will be demolished and replaced with a new NEMA 4X stainless steel control panel, Rockwell Automation ControlLogix PLC and PanelView OIT. This will match the PLCs with the rest of the plant. Moxa managed Ethernet switch will be used in the PLC control panel to match the Ethernet switches with the rest of the plant.

- An as-built drawing or shop drawing of the existing pump station control panel will be made available by City upon NTP.
- The preliminary drawings will represent approximately 10 percent design development. Drawings will be in PDF format.
- Task management and coordination is included in the task fee.
- The duration of Task 1 is estimated to be 3 calendar months from Notice to Proceed (NTP). The review meeting with the City will take place within two weeks of submission of the draft technical memorandum.
- Existing electrical service has sufficient capacity to power new loads.

TASK 2: FINAL DESIGN FOR PUMP STATION

SCOPE OF SERVICES

2.1. Prepare Drawings indicating the scope, extent, and character of the work to be performed and furnished by the Contractor. A Drawings set will be submitted to the City with a partial set at 30 percent and full set at 90 percent design development levels in PDF format. The anticipated list of Drawings is as follows:

- Cover Sheet
- Location Map and Drawing Index (1 sheet)
- General Abbreviations, Legend and Symbology (1 sheet)
- Electrical Legend (1 sheet)
- P&ID Abbreviations and Legend (1 sheet)
- General Notes (2 sheets)
- Site Plan (1 sheet)
- Erosion and Sediment Control Plan (1 sheet)
- Erosion and Sediment Control Details and Notes (1 sheet)
- Finished Grading and Surfacing Plan (1 sheet)
- Drainage Plan (1 sheet)
- Pump Station Demolition Plan (1 sheet)
- Pump Station Plan (2 sheets)
- Pump Station Sections (2 sheets)
- Process Mechanical Details (6 sheets)
- Force Main Plan and Profile Sheets (3 sheets)
- Structural Notes and Standard Details (2 sheet)
- Structural Plan and Sections (4 sheets)
- Electrical Demolition Plan (2 sheets)
- Electrical Site Plan (1 sheet)
- One-line Diagram (1 sheet)
- Power, Instrument, and Grounding Plans and Instrument Location Plan (2 sheets)
- Electrical Standard Details (2 sheets)
- Conduit and Cable Schedules (2 sheets)
- Ductbank and Handhole Schedule (1 sheet)
- MCC Elevations (1 sheet)
- Control Diagrams (2 sheets)
- System Architecture Diagram (1 sheet)
- Instrument One-line Diagram (1 sheet)
- Process and Instrumentation Diagram (1 sheet)
- Instrumentation Installation Details (2 sheets)
- Control Panel Layout Diagram (1 sheet)

- Electrical Building (Architectural 4 sheets)

2.2 Prepare Technical Specifications of the scope, extent, and character of the work to be performed and furnished by the Contractor. Technical Specifications shall conform to the 50-division format of the Construction Specifications Institute (CSI). A table of contents of the Technical Specifications will be submitted to the City at the 30 percent level, and a complete set at the 90 percent design development level in PDF format.

2.3 Prepare and submit to the City an Opinion of Probable Construction Cost (OPCC) at the 30 percent (Class 3) and 90 (Class 1) percent design development levels. The OPCCs will be in PDF format.

2.4 Conduct a project review meeting at the City after the 30 percent and 90 percent design submittals to receive City staff comments. HDR's project manager and one project engineer will attend. Provide a review comment / response log for each review meeting to document how City comments are addressed in the design documents.

2.6 Prepare and provide final bidding documents that include final signed and sealed Drawings and Specifications in PDF format and, if necessary, one hard-copy set suitable for reproduction. General Conditions will be EJCDC standard. Bidding and contract forms will be provided by the City, modified as needed for the Project, and incorporated into the bidding documents.

2.7 Conduct up to two design progress meetings with the City staff at the City in addition to the 30 percent and 90 percent design review meetings. HDR's project manager and one project engineers will attend.

ASSUMPTIONS

- No modifications to the existing yard piping or building structures at the pump station site will be required.
- No modifications to the existing farm pond excess flow pipeline will be performed as part of the Project.
- The design does not include changes to the existing transformers at the pump station site.
- Contractor will be responsible for the design of bypass pumping to the head of the plant required during construction of the pump station.
- The existing Plant SCADA (HMI) software located in the Admin Building will be used to tie in the new pump station control panel using fiber optic cables for display and control from SCADA. The nearest tie in point on the control network will be used to physically connect the fiber optic cables from the new pump station control panel. Based on a quick review of the site plan the nearest SCADA tie in point appears to be at the Digester Control Bldg.
- Contractor will be responsible for PLC programming for the new pump station PLC and HMI graphics and points configuration for the existing HMI in the Admin

Bldg. Contractor will be responsible for fabricating, supplying, installing and configuring the new pump station PLC control panel.

- The 30 percent level OPCC will be considered a Class 3 estimate and the 90 percent OPCC will be considered a Class 1 estimate, each with the associated level of expected accuracy as defined by the AACE Recommend Practice No. 18R (2016). COMPANY's OPCCs are to be made on the basis of COMPANY's experience, qualifications, and general familiarity with the construction industry. However, because COMPANY has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, COMPANY cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from OPCCs prepared by COMPANY. If City requires greater assurance as to OPCC, then City agrees to obtain an independent cost estimate.
- The 30 percent and 90 percent review meetings with the City will be held within two weeks of submission of the 30 percent and 90 percent design submittals. The City will provide written review comments to HDR within two weeks of receipt of the 90 percent design submittal.
- City will file the applications for permits or approvals from required authorities for building permits.
- Task management and coordination is included in the task fee.
- The duration of Task 2 is estimated to be up to nine calendar months from the completion of Task 1.
- No 3-D visualizations/renderings will be required.
- The foundation for the electrical building will be a slab on grade and there will not be a vault below the foundation for electrical equipment and conduit.
- The pump station wet well is assumed to be maximum 8 to 10 feet in diameter and will be buried cylinder precast sections.
- The wet well will extend 3 ft max above grade and will not have a building or structure on top of the well.
- The wet well will not have a scum box or splitter box within or attached to the side wall.
- Submersible Pump Station with a hook up for a generator and manual switch.
- The depth of the pump station wet well is 20 feet maximum.
- Excavation for the pump station will be an open excavation and will not require a sheet pile supported excavation. If a sheet pile excavation is required, the design and detailing will be the responsibility of the contractor.
- Existing electrical service has sufficient capacity to power new loads.
- Electrical information on the existing equipment is available and accurate.

TASK 3 – FINAL DESIGN FOR PLANT FARM POND RE-LINING

SCOPE OF SERVICES

3.1. Develop basis for design and perform engineering analyses to comply with liner requirements in 30 TAC §217.203 and 30 TAC §309.13(d) since the facility overlies

the recharge zone of an aquifer, the Ogallala Aquifer, as designated by the Texas Water Development Board.

3.2. Prepare Drawings indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor. A Drawings set will be submitted to the City at the 30 percent and 90 percent design development levels in PDF format. The liner technical specifications will be included along with a Preliminary and Final OPCC. The anticipated list of Drawings is as follows:

- Cover Sheet
- Location Map and Drawing Index (1 sheet)
- General Abbreviations, Legend and Symbology (1 sheet)
- General Notes (2 sheets)
- Site Plan (1 sheet)
- Pond Site A Grading Plan (includes elevations/grades) (1 sheet)
- Pond Site B Grading Plan (includes elevations/grades) (1 sheet)
- Pond A Sections (2) (with slopes and anchor trenches) (1 sheet)
- Pond B Sections (2) (with slopes and anchor trenches) (1 sheet)
- Erosion / Sedimentation Control Plan
- Erosion / Sedimentation Details and Notes
- Leachate detection system improvements (if needed) (2 sheets)
- Pond Liner Details (1 sheet)

3.3. Prepare technical specifications and quality control plan for installation of HDPE liner.

ASSUMPTIONS

- City will review the design submittals and provide review comments to HDR within 2 weeks of receipt.
- City will file the applications for permits or approvals from required authorities.
- Task management and coordination is included in the task fee.
- The current grading of the ponds is sufficient.
- Subgrade will be inspected after liner is removed. If there are necessary changes to the subgrade following this inspection then such potential changes will be discussed with the City. Time associated with the subgrade inspection has been incorporated into the scope for Task 6 - Engineering Services During Construction.
- Contractor will be responsible for the design of bypass pumping from Pond A to Pond B during re-lining of Pond A.
- The condition of gravel filled leak detection trenches will be inspected after removal of the line. Time associated with the condition assessment has been incorporated into the scope for Task 6 – Engineering Services During Construction.
- It is assumed the leak detection trenches are unlined and compliant with current TCEQ regulations/criteria.
- HDR will investigate the benefits in lining the trenches under subtask 3.1.

HDR will provide final deliverable of the plans and liner specification that incorporate the City's review comments of the preliminary design. Front end contract documents required

for use by the City to obtain bids from invited contractors will be prepared by HDR using Industry Standard Engineering Joint Contract Documents Committee (EJCDC) construction contract documents and associated general conditions.

Electronic copies of the submittal will be provided to the City by email in PDF format for use by the City to obtain bids from invited contractors.

Deliverables:

- Final Plans and Specifications (Technical and Front End Contract Documents) in PDF format
- Final OPCC a Class 1 estimate

TASK 4 – TCEQ COORDINATION

SCOPE OF SERVICES

4.1. HDR will coordinate with TCEQ and provide preliminary and final design documents (plans and liner specification), as needed, to inform TCEQ about the project and to obtain TCEQ concurrence the liner design complies with TCEQ standards. Based on the review process, TCEQ review may last up to 60 days.

4.2. Electronic copies of the submittal will be provided to the TCEQ Ground Water Group by email in PDF format at completion of the final design phase.

TASK 5 – BIDDING ASSISTANCE

SCOPE OF SERVICES

5.1. Prepare for and conduct one pre-bid conference. Conference to be held in Midland, Texas. Attendees from COMPANY will be the project manager and lead electrical engineer.

5.2. Prepare responses to bidders' questions that are received from the City Purchasing Department.

5.3. Prepare up to three addenda to clarify, correct, or change the bidding documents.

5.4. Receive bids from the City and prepare bid tabulation sheets. Assist the City in evaluating bids, checking bidders' references, and in assembling and awarding contracts for the Work. Provide a recommendation of contract award to the City.

5.5. Prepare Conformed Documents for the Contractor's use. These will consist of five hard-copy sets of the Specifications, five hard-copy sets of 11x17 drawings, and five hard-copy sets of full-size drawings.

ASSUMPTIONS

- HDR will not attend the bid opening.

The City will:

- Coordinate the bidding process.
- Advertise and distribute bidding documents to plans centers and/or on-line services
- Maintain a distribution / plan-holders log.
- Distribute addenda.
- Conduct the bid opening.

TASK 6 – ENGINEERING SERVICES DURING CONSTRUCTION

SCOPE OF SERVICES

6.1 Serve as the City's Engineer for the Project as provided by the General Conditions in this document.

6.2 Participate in a pre-construction conference prior to commencement of work at the project site. The conference will be held in Midland, Texas, and will be attended by the HDR project manager and lead electrical engineer.

6.3 Setup and maintain a Project Share Point site for the posting and management of submittals, RFIs, change orders, field orders, and other pertinent correspondence.

6.4 After Contractor's review and approval, the COMPANY shall review and take appropriate action on the Contractor's submittals, such as Shop Drawings, Product Data and samples, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The review of a specific item shall not indicate review of an assembly of which the item is a component. Log, track, and distribute submittals to the appropriate COMPANY project team members for review. Up to 50 shop drawing submittals/resubmittals and up to 10 O&M submittals are assumed.

6.5 Respond to contractor's and the City's requests for information (RFIs). Up to 20 RFIs are assumed.

6.6 Assist the City with reviews of and recommendations for proposed Change Proposal Requests (CPRS), Change Orders and Field Order (FO). Up to four CPRs and Change Orders, and up to six FOs are assumed.

6.7 Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by contractor.

6.8 Review special inspections reports and tests of the contractor's work as required by the Contract Documents and as may be deemed necessary. Review certificates of inspections, tests, and approvals.

6.9 The COMPANY shall recommend to the City special inspection or testing when deemed necessary to verify that materials, products, assemblages and equipment conform to the design concept and the Contract Documents.

6.10 Participate in up to 12 on-site construction progress meetings. COMPANY'S project manager or his designee will attend these meetings.

6.11 Make site visits at intervals appropriate to the various stages of construction to observe the progress of contractor's executed work in relation to the COMPANY's scope of design, and to determine, in general, if the work is proceeding in accordance with the Contract Documents. The COMPANY shall submit to the City no later than 7 business days from site visit, a field observation report documenting observations made on the construction site visits. Up to 3 such site visits by one COMPANY project team member are anticipated.

6.12 Prepare written decisions on issues relating to the acceptability of the contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of the contractor's work based on COMPANY's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

i. Determine the amounts that COMPANY recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute COMPANY's representation to City, based on such observations and review, that, to the best of COMPANY's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is COMPANY's responsibility to observe Contractor's Work. In the case of unit price work, COMPANY's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

ii. By recommending any payment, COMPANY shall not thereby be deemed to have represented that observations made by COMPANY to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to COMPANY in this Agreement and the Contract

Documents. Neither COMPANY's review of Contractor's Work for the purposes of recommending payments nor COMPANY's recommendation of any payment including final payment will impose on COMPANY responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on COMPANY to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

6.13 *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of City, COMPANY considers the Work substantially complete, COMPANY shall deliver a certificate of Substantial Completion to City and Contractor.

6.14 *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that COMPANY may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, COMPANY shall also provide a notice that the Work is acceptable (subject to the provisions of item 4.12b) to the best of COMPANY's knowledge, information, and belief and based on the extent of the services provided by COMPANY under this Agreement.

6.15 Prepare Record Drawings based on the as-built information received from the contractor.

ASSUMPTIONS

- The construction duration will be up to 12 calendar months.
- The contractor will submit to the COMPANY the proposed Schedule of Submittals, including but not limited to Shop Drawings, Product Manuals, Samples, etc., for review, comment and concurrence by the COMPANY prior to the start of the submittal process for review, comment and eventual concurrence by the COMPANY.
- The COMPANY shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, or to perform special inspections as defined in the applicable codes or required by the authorities having jurisdiction. The COMPANY shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor or the

safety precautions and programs incident to the work of the contractor. Accordingly, COMPANY neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Contract Documents.

- The COMPANY shall not be responsible for the failure of the contractor to perform the construction work in accordance with the Contract Documents; however, the COMPANY shall report to the City any deficiencies in the work actually identified by the COMPANY.
- Completion of record drawings will require up to 1 month following completion of construction.
- The Project Share Point site will be accessible to designated City and contractor staff.
- The City will be responsible for:
  - Construction management and contract administration.
  - On-site inspections of the construction work.
  - Construction progress meeting agendas and notes.
  - Materials testing per the requirements of the Contract Documents.

ASSUMPTIONS

- Post-Construction Professional Services.
- Construction staking services.
- Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
- The proposed scope of services does not include any permitting or environmental assessments. It is assumed the Contractor or the City will obtain any required permits required for the liner installation.
- The scope of services does not include the preparation of an EPA National Pollutant Discharge Elimination System (NPDES) Stormwater Pollution Prevention Plan (SWPPP) or any other related requirements. The construction contractor will be responsible for the development and implementation of the SWPPP and any associated permitting, monitoring and reporting.
- Full-time construction observation is not included in our scope of services, and if required, will be negotiated with the City as supplemental work as part of a future task order.
- American Public Works Association (APWA) standard specifications and standard details will be referenced in the design documents when applicable. A supplemental technical specification for the liner will be the only supplemental specification provided.

We assume the City staff will perform final verification the punch list items are completed. Engineering services during construction will also include the following:

1. Review of construction shop drawing submittals and O&M submittals are assumed.
2. Review and respond to contractor requests for information (RFI's)

3. Prepare punch list for the construction contractor based on final walkthrough
4. Prepare Record drawings based certified contractor as-built drawings and associated redlines provided by the contractor

ADDITIONAL SERVICES

If authorized in writing by the City, we propose to provide the following additional services. Compensation amount and terms will be established at the time the additional service is authorized by the City.

- *Topographic Survey and Geotechnical Data.* It is anticipated that topographic and geotechnical data are available for the proposed work. In the event additional data are required, and as authorized in writing by City, COMPANY will employ the services of survey and geotechnical subconsultants as an additional service. Compensation will depend on the actual scope of services.
- *Construction Materials Testing (CMT)*. If authorized in writing by City, COMPANY to provide the services of a CMT laboratory to perform construction materials testing, except as provided by the construction contractor(s). Testing may include soils proctor and density testing, concrete testing (slump, air content, and strength), and asphalt testing (thickness, stability, and density). City acknowledges that conditions may vary from those encountered at the locations where tests are made and that COMPANY's data, interpretations, and recommendations are based solely on the information available to COMPANY from the tests conducted. CMT is intended to assist the COMPANY in determining if the Work is being conducted in general conformance with the Contract Documents and to provide a higher degree of confidence than possible without CMT. Compensation will depend on the Contractor's progress and schedule and the actual testing frequency.

PART 3.0 PERIODS OF SERVICE

The anticipated durations (in calendar months) of the COMPANY'S scope of services are as follows:

Preliminary Engineering	3 months
Design Services	9 months
Bidding Assistance	2 months
Services During Construction	12 months

PART 4.0 PAYMENTS TO COMPANY

Compensation for COMPANY'S services under this Agreement shall be on the basis of Per Diem. The maximum compensation shown below for the services described in this Agreement shall not be exceeded without the prior written authorization of the City.

Survey and subsurface utility engineering (SUE) services are not included in the fee schedule below. If needed, these services will be authorized as a separate cost by the City

prior to commencing work and compensation will be per diem based on actual work performed.

TASK 1: PRELIMINARY ENGINEERING FOR PUMP STATION AND PLANT FARM POND RE-LINING	$ 135,164
TASK 2: FINAL DESIGN FOR PUMP STATION	$ 296,803
TASK 3: FINAL DESIGN FOR PLANT FARM POND RE-LINING	$ 57,808
TASK 4: TCEQ COORDINATION	$ 15,188
TASK 5: BIDDING ASSISTANCE	$ 48,464
TASK 6: ENGINEERING SERVICES DURING CONSTRUCTION	$ 258,538
Total Estimated	**$ 811,965**

PROFESSIONAL SERVICES AGREEMENT
#21002767

THIS AGREEMENT is made and effective the 14 day of April 2021, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, HDR Engineering, Inc. hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform Phase II of Plant Farm Pond Re-Lining and Pump Station Replacement for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

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

2. COMPANY shall perform the services described in Exhibit "A" (1) with the professional skill and care ordinarily provided by competent engineers 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 engineer. 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

CITY agrees to pay COMPANY in an amount not to exceed $811,965.00 for the professional services described in **Exhibit A**. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** incurred during the previous month that have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the parties 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 term of this Agreement shall be from April 14, 2021 until April 30, 2023 unless the project is completed sooner or the Agreement is terminated as provided below.

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

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 Agreement 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 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 OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'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 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 OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY 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. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. 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 Agreement or the performance of 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 CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: Jenna Rao
4401 Westgate Blvd, Suite 400
Austin, TX 78745

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 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 Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which 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 Agreement are reasonable. The provisions and obligations of this Section shall survive the termination of this Agreement.

J. Prompt Pay Act. CITY 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, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

L. To the extent that Section 2271.002 of the Texas Government Code applies to this Agreement, COMPANY hereby verifies that COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement. If Section 2271.002 of the Texas Government Code 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 constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to CITY for the duration of this Agreement; (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 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 Agreement, and COMPANY agrees that the contract can be terminated if COMPANY 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 Professional Services Agreement that precede the signature page(s), which evidences the parties' execution.

[Signature Pages Follow]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

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

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

_____
Notary Public, State of Texas

EXHIBIT "A"

SCOPE OF SERVICES AND

BASIS OF COMPENSATION

HDR Engineering, Inc. (HDR) will provide professional engineering services to the City of Midland (City) for the design, bidding assistance, and services during construction for the re-lining of the Plant Farm Ponds and pump station replacement. The re-lining is needed to comply with the terms stated in the Texas Commission on Environmental Quality (TCEQ) Discharge Permit No. WQ0010223001 for domestic wastewater treatment operations special provision number 33 requiring installation of new liners for the existing ponds or construction of replacment ponds.

HDR will provide the professional engineering services described below in support of the Plant Farm Pond Re-Lining and Pump Station Replacement Project.

PROJECT DESCRIPTION

The City has two (2) existing primary effluent holding ponds (Pond A and Pond B) located east of CR 1150 and south of CR 110 with pond dimensions of about 800 ft by 1,200 ft and 1,000 ft by 1,100 ft and 7- to 8-ft deep. The ponds are lined with synthetic liners, which have been damaged over the years. The existing ponds will be the primary effluent ponds for the renewed and amended TPDES Permit Interim Phase 2, when the plant's upgraded treatment capacity of 21 mgd is completed.

The Plant Farm ponds will be used as effluent holding ponds in the final phase of the permit. Based on the findings of the Phase 1 Preliminary Evaluation of the Plant Farm Ponds, HDR recommended re-lining the current ponds and replacing the pump station. The proposed scope of services is provided in subsequent sections.

TASK 1: PRELIMINARY ENGINEERING FOR PUMP STATION AND PLANT FARM POND RE-LINING

SCOPE OF SERVICES

1.1. Kick-off Meeting and Site Visit. Attend a project kick-off meeting with City staff in Midland, Texas. HDR team will visit the site(s) either before are after the meeting. HDR attendees (up to 5) will include the Project Manager and Project Engineers for pump station and pond liners, as well as the Electrical Engineer.

1.2. Evaluate the soils conditions and develop geotechnical recommendations based on available geotechnical reports or borings within the immediate vicinity provided by the City. If available information is not adequate, HDR will notify the City to request additional services for geotechnical investigation and analysis.

1.3. Evaluate the design, specifications, and as-built drawings for the existing plant farm ponds that the City and HDR has.

1.4. Review the performance history provided by the City of the existing plant farm ponds, which will require a site visit by either a geotechnical or liner specialist.

1.5. Determine if the proposed new liner systems complies with liner requirements in 30 TAC §217.203 and 30 TAC §309.13(d) or if it should include fundamental changes to meet TCEQ criteria in material components, grading, or method(s) of installation.

1.6. Develop pumping capacity requirements based on historical flow data and input from the City to determine preliminary submersible pump, wet well, and force main sizes.

1.7. Determine location where piping from the plant farm ponds will tie-in to the new pump station wet well. Determine new force main plan view alignment and location where force main will discharge into the head of the plant.

1.8. Develop preliminary design for electrical and instrumentation and controls requirements for pump station.

1.9. Prepare a technical memorandum providing the results of the preliminary engineering evaluation. The technical memorandum will include 10 percent design drawings and a preliminary opinion of probable construction cost Class 5 estimate, with the associated level of expected accuracy as defined by the AACE Recommend Practice No. 18R (2016). COMPANY's OPCCs are to be made on the basis of COMPANY's experience, qualifications, and general familiarity with the construction industry. However, because COMPANY has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, COMPANY cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from OPCCs prepared by COMPANY. If City requires greater assurance as to OPCC, then City agrees to obtain an independent cost estimate.

1.10. Conduct one review meeting with City staff and incorporate review comments.

ASSUMPTIONS

- The City will provide to HDR all available record drawings and associated information for the Midland Plant Farm Ponds and Existing Pump Station. The drawings will provide sufficient information to preclude the need for additional surveying and geotechnical field explorations.
- The City will provide for on-site subsurface utility locates, as needed.
- The available soils information is adequate to establish pump station foundation requirements without requiring additional geotechnical investigations and analysis .
- The City will provide input on the desired maximum and firm design pumping capacity requirements.
- The existing pump station control panel will be demolished and replaced with a new NEMA 4X stainless steel control panel, Rockwell Automation ControlLogix PLC and PanelView OIT. This will match the PLCs with the rest of the plant. Moxa managed Ethernet switch will be used in the PLC control panel to match the Ethernet switches with the rest of the plant.

- An as-built drawing or shop drawing of the existing pump station control panel will be made available by City upon NTP.
- The preliminary drawings will represent approximately 10 percent design development. Drawings will be in PDF format.
- Task management and coordination is included in the task fee.
- The duration of Task 1 is estimated to be 3 calendar months from Notice to Proceed (NTP). The review meeting with the City will take place within two weeks of submission of the draft technical memorandum.
- Existing electrical service has sufficient capacity to power new loads.

TASK 2: FINAL DESIGN FOR PUMP STATION

SCOPE OF SERVICES

2.1. Prepare Drawings indicating the scope, extent, and character of the work to be performed and furnished by the Contractor. A Drawings set will be submitted to the City with a partial set at 30 percent and full set at 90 percent design development levels in PDF format. The anticipated list of Drawings is as follows:

- Cover Sheet
- Location Map and Drawing Index (1 sheet)
- General Abbreviations, Legend and Symbology (1 sheet)
- Electrical Legend (1 sheet)
- P&ID Abbreviations and Legend (1 sheet)
- General Notes (2 sheets)
- Site Plan (1 sheet)
- Erosion and Sediment Control Plan (1 sheet)
- Erosion and Sediment Control Details and Notes (1 sheet)
- Finished Grading and Surfacing Plan (1 sheet)
- Drainage Plan (1 sheet)
- Pump Station Demolition Plan (1 sheet)
- Pump Station Plan (2 sheets)
- Pump Station Sections (2 sheets)
- Process Mechanical Details (6 sheets)
- Force Main Plan and Profile Sheets (3 sheets)
- Structural Notes and Standard Details (2 sheet)
- Structural Plan and Sections (4 sheets)
- Electrical Demolition Plan (2 sheets)
- Electrical Site Plan (1 sheet)
- One-line Diagram (1 sheet)
- Power, Instrument, and Grounding Plans and Instrument Location Plan (2 sheets)
- Electrical Standard Details (2 sheets)
- Conduit and Cable Schedules (2 sheets)
- Ductbank and Handhole Schedule (1 sheet)
- MCC Elevations (1 sheet)
- Control Diagrams (2 sheets)
- System Architecture Diagram (1 sheet)
- Instrument One-line Diagram (1 sheet)
- Process and Instrumentation Diagram (1 sheet)
- Instrumentation Installation Details (2 sheets)
- Control Panel Layout Diagram (1 sheet)

- Electrical Building (Architectural 4 sheets)

2.2 Prepare Technical Specifications of the scope, extent, and character of the work to be performed and furnished by the Contractor. Technical Specifications shall conform to the 50-division format of the Construction Specifications Institute (CSI). A table of contents of the Technical Specifications will be submitted to the City at the 30 percent level, and a complete set at the 90 percent design development level in PDF format.

2.3 Prepare and submit to the City an Opinion of Probable Construction Cost (OPCC) at the 30 percent (Class 3) and 90 (Class 1) percent design development levels. The OPCCs will be in PDF format.

2.4 Conduct a project review meeting at the City after the 30 percent and 90 percent design submittals to receive City staff comments. HDR's project manager and one project engineer will attend. Provide a review comment / response log for each review meeting to document how City comments are addressed in the design documents.

2.6 Prepare and provide final bidding documents that include final signed and sealed Drawings and Specifications in PDF format and, if necessary, one hard-copy set suitable for reproduction. General Conditions will be EJCDC standard. Bidding and contract forms will be provided by the City, modified as needed for the Project, and incorporated into the bidding documents.

2.7 Conduct up to two design progress meetings with the City staff at the City in addition to the 30 percent and 90 percent design review meetings. HDR's project manager and one project engineers will attend.

ASSUMPTIONS

- No modifications to the existing yard piping or building structures at the pump station site will be required.
- No modifications to the existing farm pond excess flow pipeline will be performed as part of the Project.
- The design does not include changes to the existing transformers at the pump station site.
- Contractor will be responsible for the design of bypass pumping to the head of the plant required during construction of the pump station.
- The existing Plant SCADA (HMI) software located in the Admin Building will be used to tie in the new pump station control panel using fiber optic cables for display and control from SCADA. The nearest tie in point on the control network will be used to physically connect the fiber optic cables from the new pump station control panel. Based on a quick review of the site plan the nearest SCADA tie in point appears to be at the Digester Control Bldg.
- Contractor will be responsible for PLC programming for the new pump station PLC and HMI graphics and points configuration for the existing HMI in the Admin

Bldg. Contractor will be responsible for fabricating, supplying, installing and configuring the new pump station PLC control panel.

- The 30 percent level OPCC will be considered a Class 3 estimate and the 90 percent OPCC will be considered a Class 1 estimate, each with the associated level of expected accuracy as defined by the AACE Recommend Practice No. 18R (2016). COMPANY's OPCCs are to be made on the basis of COMPANY's experience, qualifications, and general familiarity with the construction industry. However, because COMPANY has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, COMPANY cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from OPCCs prepared by COMPANY. If City requires greater assurance as to OPCC, then City agrees to obtain an independent cost estimate.
- The 30 percent and 90 percent review meetings with the City will be held within two weeks of submission of the 30 percent and 90 percent design submittals. The City will provide written review comments to HDR within two weeks of receipt of the 90 percent design submittal.
- City will file the applications for permits or approvals from required authorities for building permits.
- Task management and coordination is included in the task fee.
- The duration of Task 2 is estimated to be up to nine calendar months from the completion of Task 1.
- No 3-D visualizations/renderings will be required.
- The foundation for the electrical building will be a slab on grade and there will not be a vault below the foundation for electrical equipment and conduit.
- The pump station wet well is assumed to be maximum 8 to 10 feet in diameter and will be buried cylinder precast sections.
- The wet well will extend 3 ft max above grade and will not have a building or structure on top of the well.
- The wet well will not have a scum box or splitter box within or attached to the side wall.
- Submersible Pump Station with a hook up for a generator and manual switch.
- The depth of the pump station wet well is 20 feet maximum.
- Excavation for the pump station will be an open excavation and will not require a sheet pile supported excavation. If a sheet pile excavation is required, the design and detailing will be the responsibility of the contractor.
- Existing electrical service has sufficient capacity to power new loads.
- Electrical information on the existing equipment is available and accurate.

TASK 3 – FINAL DESIGN FOR PLANT FARM POND RE-LINING

SCOPE OF SERVICES

3.1. Develop basis for design and perform engineering analyses to comply with liner requirements in 30 TAC §217.203 and 30 TAC §309.13(d) since the facility overlies

the recharge zone of an aquifer, the Ogallala Aquifer, as designated by the Texas Water Development Board.

3.2. Prepare Drawings indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor. A Drawings set will be submitted to the City at the 30 percent and 90 percent design development levels in PDF format. The liner technical specifications will be included along with a Preliminary and Final OPCC. The anticipated list of Drawings is as follows:

- Cover Sheet
- Location Map and Drawing Index (1 sheet)
- General Abbreviations, Legend and Symbology (1 sheet)
- General Notes (2 sheets)
- Site Plan (1 sheet)
- Pond Site A Grading Plan (includes elevations/grades) (1 sheet)
- Pond Site B Grading Plan (includes elevations/grades) (1 sheet)
- Pond A Sections (2) (with slopes and anchor trenches) (1 sheet)
- Pond B Sections (2) (with slopes and anchor trenches) (1 sheet)
- Erosion / Sedimentation Control Plan
- Erosion / Sedimentation Details and Notes
- Leachate detection system improvements (if needed) (2 sheets)
- Pond Liner Details (1 sheet)

3.3. Prepare technical specifications and quality control plan for installation of HDPE liner.

ASSUMPTIONS

- City will review the design submittals and provide review comments to HDR within 2 weeks of receipt.
- City will file the applications for permits or approvals from required authorities.
- Task management and coordination is included in the task fee.
- The current grading of the ponds is sufficient.
- Subgrade will be inspected after liner is removed. If there are necessary changes to the subgrade following this inspection then such potential changes will be discussed with the City. Time associated with the subgrade inspection has been incorporated into the scope for Task 6 - Engineering Services During Construction.
- Contractor will be responsible for the design of bypass pumping from Pond A to Pond B during re-lining of Pond A.
- The condition of gravel filled leak detection trenches will be inspected after removal of the line. Time associated with the condition assessment has been incorporated into the scope for Task 6 – Engineering Services During Construction.
- It is assumed the leak detection trenches are unlined and compliant with current TCEQ regulations/criteria.
- HDR will investigate the benefits in lining the trenches under subtask 3.1.

HDR will provide final deliverable of the plans and liner specification that incorporate the City's review comments of the preliminary design. Front end contract documents required

for use by the City to obtain bids from invited contractors will be prepared by HDR using Industry Standard Engineering Joint Contract Documents Committee (EJCDC) construction contract documents and associated general conditions.

Electronic copies of the submittal will be provided to the City by email in PDF format for use by the City to obtain bids from invited contractors.

Deliverables:

- Final Plans and Specifications (Technical and Front End Contract Documents) in PDF format
- Final OPCC a Class 1 estimate

TASK 4 – TCEQ COORDINATION

SCOPE OF SERVICES

4.1. HDR will coordinate with TCEQ and provide preliminary and final design documents (plans and liner specification), as needed, to inform TCEQ about the project and to obtain TCEQ concurrence the liner design complies with TCEQ standards. Based on the review process, TCEQ review may last up to 60 days.

4.2. Electronic copies of the submittal will be provided to the TCEQ Ground Water Group by email in PDF format at completion of the final design phase.

TASK 5 – BIDDING ASSISTANCE

SCOPE OF SERVICES

5.1. Prepare for and conduct one pre-bid conference. Conference to be held in Midland, Texas. Attendees from COMPANY will be the project manager and lead electrical engineer.

5.2. Prepare responses to bidders' questions that are received from the City Purchasing Department.

5.3. Prepare up to three addenda to clarify, correct, or change the bidding documents.

5.4. Receive bids from the City and prepare bid tabulation sheets. Assist the City in evaluating bids, checking bidders' references, and in assembling and awarding contracts for the Work. Provide a recommendation of contract award to the City.

5.5. Prepare Conformed Documents for the Contractor's use. These will consist of five hard-copy sets of the Specifications, five hard-copy sets of 11x17 drawings, and five hard-copy sets of full-size drawings.

ASSUMPTIONS

- HDR will not attend the bid opening.

The City will:

- Coordinate the bidding process.
- Advertise and distribute bidding documents to plans centers and/or on-line services
- Maintain a distribution / plan-holders log.
- Distribute addenda.
- Conduct the bid opening.

TASK 6 – ENGINEERING SERVICES DURING CONSTRUCTION

SCOPE OF SERVICES

6.1 Serve as the City's Engineer for the Project as provided by the General Conditions in this document.

6.2 Participate in a pre-construction conference prior to commencement of work at the project site. The conference will be held in Midland, Texas, and will be attended by the HDR project manager and lead electrical engineer.

6.3 Setup and maintain a Project Share Point site for the posting and management of submittals, RFIs, change orders, field orders, and other pertinent correspondence.

6.4 After Contractor's review and approval, the COMPANY shall review and take appropriate action on the Contractor's submittals, such as Shop Drawings, Product Data and samples, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The review of a specific item shall not indicate review of an assembly of which the item is a component. Log, track, and distribute submittals to the appropriate COMPANY project team members for review. Up to 50 shop drawing submittals/resubmittals and up to 10 O&M submittals are assumed.

6.5 Respond to contractor's and the City's requests for information (RFIs). Up to 20 RFIs are assumed.

6.6 Assist the City with reviews of and recommendations for proposed Change Proposal Requests (CPRS), Change Orders and Field Order (FO). Up to four CPRs and Change Orders, and up to six FOs are assumed.

6.7 Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by contractor.

6.8 Review special inspections reports and tests of the contractor's work as required by the Contract Documents and as may be deemed necessary. Review certificates of inspections, tests, and approvals.

6.9 The COMPANY shall recommend to the City special inspection or testing when deemed necessary to verify that materials, products, assemblages and equipment conform to the design concept and the Contract Documents.

6.10 Participate in up to 12 on-site construction progress meetings. COMPANY'S project manager or his designee will attend these meetings.

6.11 Make site visits at intervals appropriate to the various stages of construction to observe the progress of contractor's executed work in relation to the COMPANY's scope of design, and to determine, in general, if the work is proceeding in accordance with the Contract Documents. The COMPANY shall submit to the City no later than 7 business days from site visit, a field observation report documenting observations made on the construction site visits. Up to 3 such site visits by one COMPANY project team member are anticipated.

6.12 Prepare written decisions on issues relating to the acceptability of the contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of the contractor's work based on COMPANY's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

i. Determine the amounts that COMPANY recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute COMPANY's representation to City, based on such observations and review, that, to the best of COMPANY's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is COMPANY's responsibility to observe Contractor's Work. In the case of unit price work, COMPANY's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

ii. By recommending any payment, COMPANY shall not thereby be deemed to have represented that observations made by COMPANY to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to COMPANY in this Agreement and the Contract

Documents. Neither COMPANY's review of Contractor's Work for the purposes of recommending payments nor COMPANY's recommendation of any payment including final payment will impose on COMPANY responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on COMPANY to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

6.13 *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of City, COMPANY considers the Work substantially complete, COMPANY shall deliver a certificate of Substantial Completion to City and Contractor.

6.14 *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that COMPANY may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, COMPANY shall also provide a notice that the Work is acceptable (subject to the provisions of item 4.12b) to the best of COMPANY's knowledge, information, and belief and based on the extent of the services provided by COMPANY under this Agreement.

6.15 Prepare Record Drawings based on the as-built information received from the contractor.

ASSUMPTIONS

- The construction duration will be up to 12 calendar months.
- The contractor will submit to the COMPANY the proposed Schedule of Submittals, including but not limited to Shop Drawings, Product Manuals, Samples, etc., for review, comment and concurrence by the COMPANY prior to the start of the submittal process for review, comment and eventual concurrence by the COMPANY.
- The COMPANY shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, or to perform special inspections as defined in the applicable codes or required by the authorities having jurisdiction. The COMPANY shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor or the

safety precautions and programs incident to the work of the contractor. Accordingly, COMPANY neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Contract Documents.

- The COMPANY shall not be responsible for the failure of the contractor to perform the construction work in accordance with the Contract Documents; however, the COMPANY shall report to the City any deficiencies in the work actually identified by the COMPANY.
- Completion of record drawings will require up to 1 month following completion of construction.
- The Project Share Point site will be accessible to designated City and contractor staff.
- The City will be responsible for:
  - Construction management and contract administration.
  - On-site inspections of the construction work.
  - Construction progress meeting agendas and notes.
  - Materials testing per the requirements of the Contract Documents.

ASSUMPTIONS

- Post-Construction Professional Services.
- Construction staking services.
- Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
- The proposed scope of services does not include any permitting or environmental assessments. It is assumed the Contractor or the City will obtain any required permits required for the liner installation.
- The scope of services does not include the preparation of an EPA National Pollutant Discharge Elimination System (NPDES) Stormwater Pollution Prevention Plan (SWPPP) or any other related requirements. The construction contractor will be responsible for the development and implementation of the SWPPP and any associated permitting, monitoring and reporting.
- Full-time construction observation is not included in our scope of services, and if required, will be negotiated with the City as supplemental work as part of a future task order.
- American Public Works Association (APWA) standard specifications and standard details will be referenced in the design documents when applicable. A supplemental technical specification for the liner will be the only supplemental specification provided.

We assume the City staff will perform final verification the punch list items are completed. Engineering services during construction will also include the following:

1. Review of construction shop drawing submittals and O&M submittals are assumed.
2. Review and respond to contractor requests for information (RFI's)

3. Prepare punch list for the construction contractor based on final walkthrough
4. Prepare Record drawings based certified contractor as-built drawings and associated redlines provided by the contractor

ADDITIONAL SERVICES

If authorized in writing by the City, we propose to provide the following additional services. Compensation amount and terms will be established at the time the additional service is authorized by the City.

- *Topographic Survey and Geotechnical Data.* It is anticipated that topographic and geotechnical data are available for the proposed work. In the event additional data are required, and as authorized in writing by City, COMPANY will employ the services of survey and geotechnical subconsultants as an additional service. Compensation will depend on the actual scope of services.
- *Construction Materials Testing (CMT)*. If authorized in writing by City, COMPANY to provide the services of a CMT laboratory to perform construction materials testing, except as provided by the construction contractor(s). Testing may include soils proctor and density testing, concrete testing (slump, air content, and strength), and asphalt testing (thickness, stability, and density). City acknowledges that conditions may vary from those encountered at the locations where tests are made and that COMPANY's data, interpretations, and recommendations are based solely on the information available to COMPANY from the tests conducted. CMT is intended to assist the COMPANY in determining if the Work is being conducted in general conformance with the Contract Documents and to provide a higher degree of confidence than possible without CMT. Compensation will depend on the Contractor's progress and schedule and the actual testing frequency.

PART 3.0 PERIODS OF SERVICE

The anticipated durations (in calendar months) of the COMPANY'S scope of services are as follows:

Preliminary Engineering	3 months
Design Services	9 months
Bidding Assistance	2 months
Services During Construction	12 months

PART 4.0 PAYMENTS TO COMPANY

Compensation for COMPANY'S services under this Agreement shall be on the basis of Per Diem. The maximum compensation shown below for the services described in this Agreement shall not be exceeded without the prior written authorization of the City.

Survey and subsurface utility engineering (SUE) services are not included in the fee schedule below. If needed, these services will be authorized as a separate cost by the City

prior to commencing work and compensation will be per diem based on actual work performed.

TASK 1: PRELIMINARY ENGINEERING FOR PUMP STATION AND PLANT FARM POND RE-LINING	$ 135,164
TASK 2: FINAL DESIGN FOR PUMP STATION	$ 296,803
TASK 3: FINAL DESIGN FOR PLANT FARM POND RE-LINING	$ 57,808
TASK 4: TCEQ COORDINATION	$ 15,188
TASK 5: BIDDING ASSISTANCE	$ 48,464
TASK 6: ENGINEERING SERVICES DURING CONSTRUCTION	$ 258,538
Total Estimated	**$ 811,965**

City Council Meeting

Item Number: 8

Meeting Date: April 13, 2021

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **Motion authorizing the execution of Amendment No. 1 to the Professional Services Agreement with Parkhill, for the following project: Assist Airport/City in Evaluation of the Feasibility of Relocating Midland Airpark (MDD) to Midland International Air & Space Port (MAF) and authorizing the appropriation of funds for said project (AIRPORTS).**

Purpose:

Motion authorizing the execution of Amendment No. 1 to the Professional Services Agreement with Parkhill, for the following project: Assist Airport/City in Evaluation of the Feasibility of Relocating Midland Airpark (MDD) to Midland International Air & Space Port (MAF) and authorizing the appropriation of funds for said project (AIRPORTS).

Recommended City Council Action:

Approve

Fiscal Impact:

Airport/City Share 100% $ 75,000.00

Appropriation Language:

Funds are available in the Airport Operating Fund (500) Unappropriated Fund Balance (35650) and are hereby appropriated for said purpose.

Discussion:

The City of Midland, Texas and Parkhill entered into an Agreement for Professional Services dated March 23, 2021, for improvements contained in the Airport's 5-year Airport Capital Improvement Program (ACIP). This is the first amendment to that agreement.

Interest has recently been expressed in relocating Midland Airpark to the east side of Midland International Air & Space Port. On March 1, 2021, a letter was sent to the Federal Aviation Administration (FAA) requesting guidance on the process and procedures involved in the relocation. In anticipation of the FAA's response, this amendment will allow Parkhill to assist the City with an analysis of the requirements for the relocation as well as an analysis of the cost. The costs associated with this amendment are set at an hourly rate not to exceed $75,000 without the written authorization of the owner.



City Manager's Office

AMENDMENT NO. 1

TO

AGREEMENT

CITY OF MIDLAND, TEXAS

AND

PARKHILL

FOR

PROFESSIONAL SERVICES

WHEREAS, the City of Midland, Texas and Parkhill have entered into an Agreement for professional services dated March 23, 2021, for improvements contained in the Airport Capital Improvement Program;

AND WHEREAS, the City of Midland, Texas desires to perform the improvements listed in the Recitals of the Agreement as Item 10 Assist Airport/City in Evaluation of the Feasibility of Relocating Midland Airpark to MAF:

THIS AGREEMENT WITNESSETH:

A. The Recitals of the Agreement shall be amended to include the following items:
10. Assist Airport/City in Evaluation of the Feasibility of Relocating Midland Airpark to MAF

B. Exhibit B, Article 4 – PAYMENTS TO THE ENGINEER, the following shall be added to paragraph B 4.02:

"Item 10 Assist Airport/City in Evaluation of the Feasibility of Relocating Midland Airpark to MAF

The total compensation for Professional Services under Item 10 of the Recitals on Page 1 shall be compensated at the Standard Hourly Rates Method of Payment plus Direct Expenses and Engineer's Consultant's charges on the basis of cost times a factor of 1.15.

Total compensation for Item 10 under this Amendment shall not exceed $75,000 without written authorization from the Owner.

* Scope of Project and Work Attached"

IN WITNESS WHEREOF, the City of Midland, Texas and Parkhill have hereto set their hands this 13th day of April, 2021.

OWNER:	ENGINEER:
CITY OF MIDLAND, TEXAS	PARKHILL
By: _____	By: _____
Patrick Payton	Danny G. Winchester
Title: Mayor	Title: Principal
Date Signed: _____	Date Signed: April 13,2021
Address for giving notices:	Address for giving notices:
P.O. Box 1152 Midland, Texas 79702 Phone: (432) 685-7357	1700 W. Wall Midland, Texas 79701 Phone: (432) 697-1447

IN DUPLICATE

MIDLAND INTERNATIONAL AIR & SPACE PORT

ITEM 10 ASSIST AIRPORT/CITY IN EVALUATION OF THE FEASIBILITY OF RELOCATING MIDLAND AIRPARK TO MAF

SCOPE OF PROFESSIONAL SERVICES

1. Anticipated Scope of Professional Services – Parkhill will assist the Airport/City in the evaluation of the feasibility of relocating Midland Airpark to Midland International Air & Space Port (MAF). The services may include some or all of the following:

    a. Review letters or documents received from the FAA
    b. Research FAA policies and/or criteria as referenced in FAA letters or documents received to provide the Airport/City with interpretations of these documents as they relate to the relocation of Midland Airpark.
    c. Prepare Exhibits or Concept Layouts for development of taxiways, aprons and hangar facilities at MAF
    d. Prepare Opinions of Probable Cost for proposed improvements developed as part of the evaluation of the feasibility
    e. Assist in the preparation of financial data related to the overall relocation process as may be identified by FAA or the City
    f. Participate in meetings/calls with FAA
    g. Provide the services of a registered professional land surveyor as necessary

2. The scope of Professional Services under this Item 10 does not include the services of performing environmental surveys/analysis of the site(s) or the existing facilities.

City Council Meeting

Item Number: 9

Meeting Date: April 13, 2021

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **Motion approving plans and specifications for the MAF Multi-Facility Rehabilitation Project (900308) at Midland International Air & Space Port; said plans and specifications being on file in the City Secretary's office referenced by the number and date of this motion authorizing the Interim City Manager or the Interim City Manager's Designee to advertise for competitive bids for said project pursuant to the statutes of the State of Texas for accomplishing the work set forth in said plans and specifications. (AIRPORTS) (AIRPORTS)**

Purpose:

Motion approving plans and specifications for the MAF Multi-Facility Rehabilitation Project (900308) at Midland International Air & Space Port; said plans and specifications being on file in the City Secretary's office referenced by the number and date of this motion authorizing the Interim City Manager or the Interim City Manager's Designee to advertise for competitive bids for said project pursuant to the statutes of the State of Texas for accomplishing the work set forth in said plans and specifications.

Recommended City Council Action:

Approve

Fiscal Impact:

To be determined

Discussion:

Over the past few years, it has been difficult to find contractors interested in smaller projects at Midland International Air & Space Port, so we have combined them into a large one in hopes of getting better pricing and more interest. This project includes rehabilitation projects at seven

facilities at Midland International Air & Space Port:

1. Terminal Building – Improvements include replacement of flat roof system; interior painting; restroom updates (replace fixtures, tile on floor and walls, in-wall plumbing pipe); replace light fixtures, carpet and door hardware replacements; and replacement of front entrance revolving doors to Lobby, steel doors leading to the Aircraft Operations Area (AOA) and other miscellaneous interior improvements.

2. Aircraft Rescue Fire Fighting (ARFF) AKA Station #7 – Improvements include repair of roof, interior painting, update restrooms (replace fixtures, tile on floors, walls and showers); replace carpeting, floor tile, kitchen millwork, door hardware and other miscellaneous interior improvements.

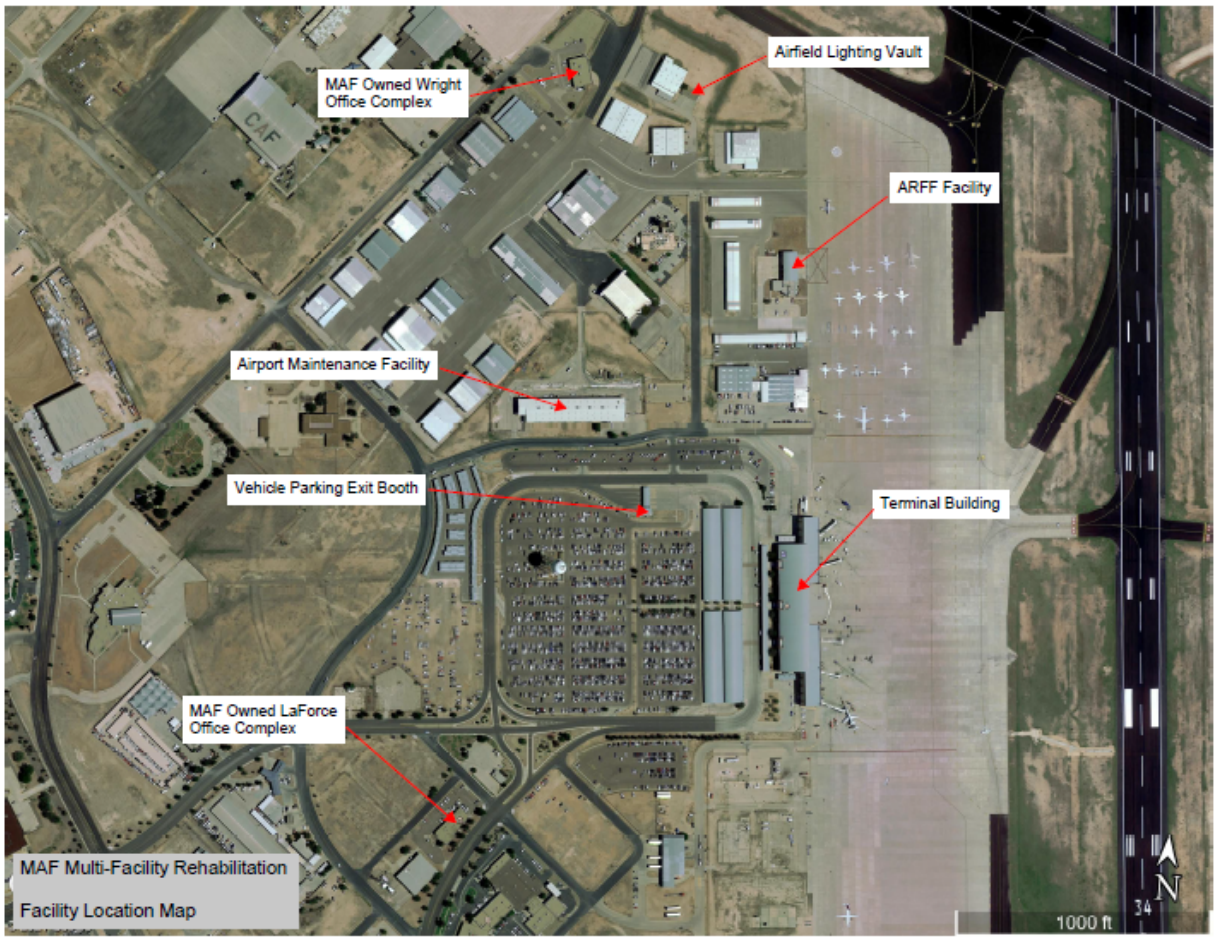
3. Airport Maintenance Facility – Improvements include plumbing, interior high-bay lighting replacement with LED fixtures, upgrade fire alarm system, replace interior equipment bay area heating system, aluminum stair/walkway platform and other miscellaneous interior improvements.

4. LaForce Office Complex – Improvements include replacement of roof system, interior painting, update restrooms to meet ADA accessibility requirements (replace fixtures, tile); replace light fixtures, carpeting and other miscellaneous interior improvements.

5. Wright Office Complex – Improvements include replacement of roof system, interior painting, replace light fixtures, carpeting and other miscellaneous interior improvements.

6. Airfield Lighting Vault – Replace roof system

7. Vehicle Parking Exit Booths – Improvements include replacement of flat roof system; interior painting; replace flooring, lay-in ceiling tiles, light fixtures, millwork and renovate/update restrooms and other miscellaneous interior improvements.



Robert Pahnd

City Manager's Office

City Council Meeting

Item Number: 10

Meeting Date: April 13, 2021

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MID-TEX OF MIDLAND, INC., IN THE AMOUNT OF $123,490.00 FOR THE GATE #6 ELEVATED WALKWAY INSTALLATION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT (AIRPORTS)**

Purpose:

Resolution authorizing the execution of a contract with Mid-Tex of Midland, Inc., in the amount of $123,490.00 for the Gate 6 Walkway Installation at Midland International Air & Space Port, and appropriating funds for said project.

Recommended City Council Action:

Approve

Fiscal Impact:

FAA Share (100%) – Grant 60	$264,000.00
City/Airport Share (0%)	$ 0.00
	$264,000.00

Breakout of Costs

Construction Improvement Bid – Gate 6 Walkway Installation	$123,490.00
Contingency – Balance of FAA Grant 60 for this Scope	$140,510.00
Total Recommended Construction	$264,000.00

Appropriation Language:

That the sum of $264,000.00 is hereby appropriated from the Airport Operating Fund (500500) Current Year Federal Unappropriated Fund Balance (35305) to Replace Aircraft Boarding Bridge Project (700244-505).

Discussion:

During the January 25, 2021, Council session a motion authorized the Advertisement for Bids for the Gate 6 Walkway Installation. On Wednesday, March 3rd, two bids were opened. Bids were received from Mid-Tex of Midland and ThyssenKrupp Airport Systems, Inc. Thyssenkrupp Airport Systems, Inc. requested their bid be rescinded due to an error in their Proposal Amount, so the low bid was submitted by Mid-Tex of Midland in the amount of $123,490.00. Parkhill has reviewed the bids and recommends that the project be awarded to Mid-Tex of Midland.

This project includes the installation of the walkway (the walkway has been obtained from previous FAA funding) to allow the addition of Gate #6 to help meet the capacity needs of future flights into Midland International Air & Space Port. The walkway is necessary to take the new Jetbridge far enough away from the south end of the Terminal Building to allow the spacing needed to park additional aircraft. The walkway is currently being manufactured for expected installation during the summer.

Robert Patrick

City Manager's Office

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MID-TEX OF MIDLAND, INC., IN THE AMOUNT OF $123,490.00 FOR THE GATE #6 ELEVATED WALKWAY INSTALLATION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT

WHEREAS, the City Council previously approved the plans and specifications and authorized advertisement for bids for the Gate #6 Elevated Walkway Installation Project at Midland International Air & Space Port; and

WHEREAS, on March 3, 2021, two (2) bids were received for said project as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, one of the bids was subsequently rescinded, leaving the bid submitted by Mid-Tex of Midland, Inc., for a total cost of $123,490.00 as the sole bid for said project; and

WHEREAS, the City Council finds the price proposed by Mid-Tex of Midland, Inc., for said project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Mid-Tex of Midland, Inc., for said project and to appropriate necessary funds;

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

SECTION ONE. That the Interim City Manager, or his designee, and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Mid-Tex of Midland, Inc., in the amount of $123,490.00 for the Gate #6 Elevated Walkway Installation Project at Midland International Air & Space Port. Said contract shall be on file in the office of the City Secretary, referenced by the number and date of this Resolution.

SECTION TWO. That the sum of $264,000.00 is hereby appropriated from the

Airport Operating Fund (500500) Current Year Federal Unappropriated Fund Balance (35305) to the Replace Aircraft Boarding Bridges Project (700244-505).

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Mid-Tex of Midland, Inc., pursuant to the terms of said contract from funds available in the above-referenced project upon receipt of proper invoices or statements approved by the Interim City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

_____
Mark Mason, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Justine Ruff, Director of Airports

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Parkhill

MIDLAND INTERNATIONAL AIR & SPACE PORT

PACKAGE 4 – GATE 6 WALKWAY INSTALLATION
Midland, Texas
March 3, 2021 – 2:30 PM

PSC Project No. 03.9778.18

Bidder	Bid Bond	Addendum 1	Addendum 2	Addendum 3	Total Bid
Mid-Tex of Midland	X	X	X	X	$123,490.00
ThyssenKrupp Airport Systems, Inc.	X	X	X	X	$32,638.77 *

* Thyssenkrupp Airport Systems, Inc. requested that their Bid be rescinded due to an error in their Proposal Amount

Parkhill

March 8, 2021

Ms. Justine Ruff
Director of Airports
City of Midland
P.O. Box 603015
Midland, Texas 79711

Re: Recommendation of Award of Construction Contract
Midland International Air & Space Port
MAF Improve Terminal Building - Gate 6 Walkway Installation (#700244)

Dear Ms. Ruff:

We have reviewed the bids received on March 3, 2021 for the above referenced project. All bids appear to have been submitted in accordance with guidelines established in the Bid Documents and those procedures adopted by the City of Midland. The apparent low bidder, Thyssenkrupp Airport Systems, Inc., requested to rescind their bid due to an error they made in the amount bid in their Proposal. Based on the subsequent discussions with you and City of Midland Legal, this recension is accepted, and the award would be to the next responsive low bidder which is Mid-Tex of Midland.

We have checked the System for Award Management (SAM) for Mid-Tex of Midland to determine if their company was listed as being debarred or suspended by any Federal department or agency from participating in this project. We were not able to find any data indicating Mid-Tex of Midland, Inc. has been debarred or suspended (see attached).

We recommend that the Construction Contract for the Improve Terminal Building – Gate 6 Walkway Installation be awarded to Mid-Tex of Midland, Inc. for a Total Contract Amount of $123,490.00.

A copy of the Bid Summary is attached for your records and use.

If you have any questions in regard to this information, please don't hesitate to give me a call.

Sincerely,

PARKHILL

By _____
Danny G. Winchester, P.E.
Principal

Enclosures

1700 West Wall Street | Suite 100 | Midland, Texas 79701 | 432.697.1447 Parkhill.com

SAM Search Results
List of records matching your search for :

Search Term : MID-TEX OF MIDLAND, INC.*
Record Status: Active, Inactive

ENTITY	MID-TEX OF MIDLAND, INC.	Status: Inactive

DUNS: 026844316 +4: CAGE Code: 4H2T5 DoDAAC:

Expiration Date: 08/05/2014 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 5206 W WADLEY
City: MIDLAND State/Province: TEXAS
ZIP Code: 79707-5112 Country: UNITED STATES

Parkhill

MIDLAND INTERNATIONAL AIR & SPACE PORT

PACKAGE 4 – GATE 6 WALKWAY INSTALLATION
Midland, Texas
March 3, 2021 – 2:30 PM

PSC Project No. 03.9778.18

Bidder	Bid Bond	Addendum 1	Addendum 2	Addendum 3	Total Bid
Mid-Tex of Midland	X	X	X	X	$123,490.00
ThyssenKrupp Airport Systems, Inc.	X	X	X	X	$32,638.77 *

* Thyssenkrupp Airport Systems, Inc. requested that their Bid be rescinded due to an error in their Proposal Amount

City Council Meeting

Item Number: 11

Meeting Date: April 13, 2021

To: City Council / City Manager

From: Robert Patrick, Interim City Manager

Subject: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, IN SUPPORT OF THE HONORABLE UNITED STATES CONGRESSMAN AUGUST PFLUGER'S PARTICIPATION IN THE UNITED STATES HOUSE OF REPRESENTATIVES COMMUNITY PROJECT FUNDING PROCESS FOR THE U.S. FISCAL YEAR 2022

Purpose:

At the request of Mayor Payton this agenda item has been placed on the Agenda for the City of Midland City Council to consider strongly encouraging the Honorable August Pfluger to engage in the Community Project Funding Process for the U.S. Fiscal Year 2022. This process would allow funding for projects in our community and region to receive direct funding from Congress.

Recommended City Council Action:

Approve

Fiscal Impact:

Discussion:

City Manager's Office

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, IN SUPPORT OF THE HONORABLE UNITED STATES CONGRESSMAN AUGUST PFLUGER'S PARTICIPATION IN THE UNITED STATES HOUSE OF REPRESENTATIVES COMMUNITY PROJECT FUNDING PROCESS FOR THE U.S. FISCAL YEAR 2022

WHEREAS, there is an urgent need for community projects in Midland County and the City of Midland, Texas, that would greatly enhance the health, well-being, and prosperity of the citizens thereof; and

WHEREAS, the United States House of Representatives in the 117th United States Congress instituted the United States House of Representatives Community Project Funding Process by which members of Congress may request direct funding for such community projects, with rigorous safeguards to ensure transparency, accountability, and the proper use of taxpayer dollars; and

WHEREAS, the City Council finds it to be in the public interest to support the Honorable United States Congressman August Pfluger's participation in the United States House of Representatives Community Project Funding Process for the U.S. Fiscal Year 2022;

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

THAT the City Council of the City of Midland, Texas, hereby supports the Honorable United States Congressman August Pfluger's participation in the United States House of Representatives Community Project Funding Process for the U.S. Fiscal Year 2022.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 12

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Tina Jauz, Director

Subject: Motion authorizing the execution of a sports agreement with the Greater Midland Football League to administer programs, special events, and services related to youth football (COMMUNITY SERVICES)

Purpose:

Consider a motion authorizing the execution of a sports agreement with the Greater Midland Football League to administer programs, special events, and services related to youth football.

Recommended City Council Action:

Approve

Fiscal Impact:

Maintenance of athletic facilities is carried in the current operating budget of the Parks Division. The City, if funds are available, can match an association's funds for capital improvement projects, through the contract.

Discussion:

Through this annual sports agreement, the Greater Midland Football League agrees to provide youth football programs to the citizens of Midland. The association handles advertisement, sign-ups, and scheduling of seasonal competition and tournaments. City staff is responsible for the long-term maintenance and safe conditions of the sporting facilities.

The sports agreement will again require $1 million liability insurance naming the City of Midland as an additional insured.

City Manager's Office

GREATER MIDLAND FOOTBALL LEAGUE
SPORTS AGREEMENT

This Agreement entered into and effective this 24th day of March, 2021, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and the Greater Midland Football League ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering the Association's programs, special events, organized sanctioned teams and other services related to football activities for youth ages eight (8) to twelve (12) years old at the Scharbauer Sports Complex. The Association shall have the right to collect fees and income generated by Association's football activities for youth ages eight (8) to twelve (12) years old. This Agreement does not preclude the City or the Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE 1 - DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by the City to be park property.

B. **Playing Field** - any single area of park property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field** - one playing field, as agreed by Association and the City Manager, reserved for Association's championship games or tournaments.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Community Services** - the Director of Community Services for the City of Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting games and practice sessions.

E. Provide general field maintenance which will include:

1. Mowing of playing fields once a week during the growing season, adjustments may be made for tournaments;
2. Fertilizing in April and September with a third application if feasible as determined by City;
3. Filling significant holes in fields;
4. Cutting necessary field lines prior to each Association season and prior to national tournaments if applicable; and
5. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled games and practice sessions. Appropriateness will be determined by City.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two weeks prior to the start of Association play, the Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s).

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and game officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;

2. Providing any and all necessary bases, markers or goals;

3. Providing personnel, equipment and materials necessary to prepare playing fields; and

4. Preparing playing fields for all games if applicable.

F. If Association wishes to request that the City make a capital improvement, Association shall submit a request in writing on or before the 31st day of March, during the term of this Agreement, and accompany said request with at least a 50% monetary match. Any request of $5,000.00 or more will be considered a Capital Improvement Project and will be considered for funding based on the City of Midland budget. Association understands that the City's match of funds, labor, materials, or any combination thereof may not be available for capital improvements. All such requests shall be subject to the approval of the City Council. Requests submitted after the 31st day of March will not be considered.

G. Submit any other request to the City in writing and no less than 15 days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Parks and Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one officer of Association, known as the "Facilities Director," who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association Board of Directors as a non-voting member known as the "City Liaison."

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (i.e., all-terrain vehicles, golf carts, line cutters, etc.).

M. Agree to pay electrical costs for field light use at a rate of $25.00 per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to the City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by the City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. The City of Midland reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions that can damage or kill the grass and potentially require months to repair.

U. Pay 20% of concession net revenue collected during the term of this Agreement to the City by November 30 of each year thereof. Such payment shall include a fully itemized breakdown of expenses and revenues.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from August 20, 2021, through November 13, 2021. Thereafter, this Agreement may be extended upon agreement, by mutual consent, of the parties for a term of no longer than one (1) year. Any extension of this Agreement must be approved by the Midland City Council.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association 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 Association 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 Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder 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. The City does not have the right to control the means, methods, or details of Association's work. The City does not have the power to direct the order in which Association's work should be done. Association shall be an independent contractor under this Agreement and shall assume all the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of the Association's work. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its

officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII - ANNUAL REPORTING

Association will provide City with an annual report by December 1st, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. If Association maintains equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per project aggregate and on an occurrence basis. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person

or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per project aggregate and on an occurrence basis and shall name the City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

"The City of Midland is included as an additional insured on all policies of insurance."

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, "premises" shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. The Association 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 Association.

ARTICLE IX - INDEMNITY

ASSOCIATION 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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR

ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION 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.

ASSOCIATION 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, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION WILL 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.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (1) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and, (2) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association will operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII – ASSIGNMENT

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

ARTICLE XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. The City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days written notice to the Association. The parties to this Agreement understand and agree that it is in the City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to the City. The Association has no expectation and has received no guarantees that the 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.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

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 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 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 of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Community Services and Parks and Recreation Manager at the same address
If to Association:	Greater Midland Football League P.O. Box 10894 Midland, Texas 79702 Kyle Huckaba, President

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. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said park property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from park property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other park property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said park property shall be deemed to mean that Association shall have the right to control said park property during scheduled games and practice sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, the Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the

Director of Community Services or her designee, shall make a final determination of scheduling and the Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 ASSOCIATION SPECIFICALLY AGREES THAT IF THE ASSOCIATION 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 ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

ASSOCIATION AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY

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

THE ASSOCIATION 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 XVII - GOVERNMENTAL IMMUNITY

By executing this Agreement, the City is not waiving its governmental immunity and retains all immunity from suit. The City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX - RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION 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

ASSOCIATION 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.

ARTICLE XX - CONSIDERATION

The City and Association agree that this Agreement is supported by good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

Before the Association shall file suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association or its 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-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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Association 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 Association that Association'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 Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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.

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST: CITY OF MIDLAND, TEXAS

_____ _____

Amy M. Turner, City Secretary Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____

Tina Jauz, Community Services Director

GREATER MIDLAND FOOTBALL LEAGUE

By _____

Title _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this _____ day of _____ personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the Greater Midland Football League.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/27/2021

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: Mass Merchandising Underwriting	
K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	PHONE (A/C, No, Ext): 1-800-426-2889	FAX (A/C, No): 1-260-459-5105
	E-MAIL ADDRESS: info@sportsinsurance-kk.com	
	PRODUCER CUSTOMER ID:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Greater Midland Football League PO Box 10894 Midland, TX 79705 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: Nationwide Mutual Insurance Company	23787
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W01895185 **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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		6BRPG0000007258600	02/08/2021 12:01 AM EDT	02/08/2022 12:01 AM	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$5,000,000
							PRODUCTS – COMP/OP AGG	$1,000,000
							PROFESSIONAL LIABILITY	$1,000,000
							LEGAL LIAB TO PARTICIPANTS	$1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY X NOT PROVIDED WHILE IN HAWAII			6BRPG0000007258600	02/08/2021 12:01 AM EDT	02/08/2022 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007258600	02/08/2021 12:01 AM EDT	02/08/2022 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	$25,000

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

Legal Liability to Participants (LLP) limit is a per occurrence limit.
Sport(s): Cheerleading - Youth Age(s): 12 and under; Youth Football (Tackle & Contact) Age(s): 12 and under
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.
See Attached Additional Remarks Schedule

CERTIFICATE HOLDER	CANCELLATION
City of Midland PO Box 1152 Midland, TX 79701 (Owner/Lessor of Premises)	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 Scott Turnbull

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

City Council Meeting

Item Number: 13

Meeting Date: April 13, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: RESOLUTION APPROVING THE TRANSFER FROM PARSLEY ENERGY OPERATING, LLC ("OPERATOR") TO PIONEER NATURAL RESOURCES USA, INC. ("TRANSFEREE") OF ALL OF OPERATOR'S OIL AND GAS WELL PERMITS AND ROAD REPAIR AGREEMENTS ASSOCIATED WITH OPERATIONS LOCATED IN SECTIONS 1 AND 9, BLOCK X, H.P. HILLIARD SURVEY, AND SECTION 36, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DEVELOPMENT SERVICES)

Purpose:

Consider a resolution approving the transfer of the Oil and Gas Well Permits and Road Repair Agreement issued to Parsley Energy Operating, LLC. (Current Operator) located in Section 1, Block X, H.P. Hilliard Survey, Section 9, Block X, H.P. Hilliard Survey and Section 36, Block 39, T-1-S, T&P RR Co, City and County of Midland, 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 Parsley Energy Operating, LLC. and Pioneer Natural Resources USA, Inc. has been received. Pioneer Natural Resources USA, Inc., has provided the necessary instruments required for transfer of permits operated by Parsley Energy Operating, LLC and agrees to be bound by the terms and conditions of the current Oil and Gas Well Permits and Road Repair Agreement.

Attachments: Letter Pioneer Natural Resources USA, Inc./Parsley Energy Operating, LLC Oil & Gas Request; Well List; Compliance Exhibit; Exhibit Map-Overview Well locations.

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE TRANSFER FROM PARSLEY ENERGY OPERATING, LLC ("OPERATOR") TO PIONEER NATURAL RESOURCES USA, INC. ("TRANSFEREE") OF ALL OF OPERATOR'S OIL AND GAS WELL PERMITS AND ROAD REPAIR AGREEMENTS ASSOCIATED WITH OPERATIONS LOCATED IN SECTIONS 1 AND 9, BLOCK X, H.P. HILLIARD SURVEY, AND SECTION 36, BLOCK 39, 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 Sections 1 and 9, Block X, H.P. Hilliard Survey, and Section 36, Block 39, 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 Sections 1 and 9, Block X, H.P. Hilliard Survey, and Section 36, Block 39, 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., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PIONEER
NATURAL RESOURCES

March 11, 2021

City of Midland
Attn: Mr. Ron Jenkins, Oil & Gas Coordinator
300 N. Loraine
P.O. Box 1152
Midland, TX 79702

RE: Transfer of Permits
SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY
SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY
SEC 36, BLOCK 39, T&P RR CO / JM MOODY SURVEY, A 1 MIDLAND COUNTY

Mr. Jenkins,

Please be advised that as the result of a merger of an affiliate of Pioneer Natural Resources USA, Inc. ("PNR") the parent company of Parsley Energy Operating, LLC. ("PEI")as of January 12, 2021, and a subsequently executed contract operating agreement, PNR now operates all of the Wells and Right-of-Way properties located in the City of Midland that were formerly operated by PEI.

In connection with this transaction, PNR became the operator of the wells effective January 12, 2021. PNR has modified their bonding and insurance in order to operate within the City of Midland. Please find PNR's certificate of insurance and bond(s) enclosed with this letter.

PNR hereby respectfully requests that the Midland City Council approve the proposed transfer of operations and permits for the Wells and Right-of-Way from PEI to PNR.

PEI has agreed to transfer all operations and permits (subject to council approval) to PNR and has agreed to assume (subject to council approval) such operations and permits and all related obligations, as evidenced by PNR's joinder in the execution and delivery of this letter.

If you have any questions or need additional information, please do not hesitate to contact Laura Wallace

Sincerely,

Signature: Bonnie S Black
Name: BONNIE S. BLACK
Title: VP DRILLING
Date: 3/11/2021

PARSLEY ENERGY OPERATING, LLC.

777 Hidden Ridge | Irving, TX 75038 T 972.444.9001 F 972.969.3587 PXD.COM

PIONEER
NATURAL RESOURCES

The undersigned hereby agrees to being named Operator of the all wells formerly operated by Parsley Energy Operating, LLC. and covered under City of Midland resolutions and city Code 6-1-23, and assumes all obligations thereunder and under the associated Permits.

Pioneer Natural Resources USA, Inc.

By: Laura E Wallace
Name: Laura Wallace
Title: Sr Staff Regulatory Specialist
Date: 3/11/21

Enclosures:

Well List
Right of Way List
Certificate of Insurance
Bond

RECEIVED
MAR 16 2021
BY:.....

777 Hidden Ridge | Irving, TX 75038 T 972.444.9001 F 972.969.3587 PXD.COM

CITY PERMIT WELL NAME	RRC/SYSTEM WELL NAME	LEGAL LOCATION	API #	APPROVED
CHAPS "A" NO. 6 WELL	CHAPS A 6	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-38235	12/17/2013
CHAPS NO. 1 WELL	CHAPS 1	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-35609	12/11/2007
CHAPS NO. 2 WELL	CHAPS 2	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-38309	1/8/2013
CHAPS NO. 3 WELL	CHAPS 3	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-38310	1/8/2013
CHAPS NO. 4 WELL	CHAPS 4	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-38234	10/8/2013
DIAMOND RIO 9-1D SWD	DIAMOND RIO 9 1D	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-42715	1/22/2018
HOGAN 1-13-D-2407H	HOGAN 1-13-D 2407H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-44252	8/25/2020
HOGAN 1-24-E 2810H	HOGAN 1-24-E 2810H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41915	6/25/2019
HOGAN 1-24 – 2815H	HOGAN 1-24I 2815H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41914	12/12/2017
HOGAN 1-24-F 4211H	HOGAN 1-24-F 4211H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41910	12/12/2017
HOGAN 1-24-F 2812H	HOGAN 1-24-F 2812H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41909	6/25/2019
HOGAN 1-24 – 4215H	HOGAN 1-24I 4215H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41913	12/12/2017
HOGAN 1-24 – 4311H	HOGAN 1-24-F 4311H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41906	12/12/2017
HOGAN 1-24 – 4315H	HOGAN 1-24I 4315H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41903	12/12/2017
HOGAN 1-13-C 2806H	HOGAN 1-13-C 2806H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41938	8/14/2018
HOGAN 1-13-D 4207H	HOGAN 1-13-D 4207H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41936	8/14/2018
HOGAN 1-13-D 4307H	HOGAN 1-13-D 4307H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41935	8/14/2018
HOGAN 1-13-D 2808H	HOGAN 1-13-D 2808H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41937	8/14/2018
HOGAN 1-24-4307H	HOGAN 1-24-D 4307H (TBK 1-13-C 2605H)	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-43619	8/14/2018
HOGAN 1-24-E-2609H	HOGAN 1-24-E 2609H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-44142	7/14/2020
HOGAN 1-24-F-2411H	HOGAN 1-24-F 2411H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-44253	8/25/2020
HOGAN 1-24-G-2613VH	HOGAN 1-24-G 2613VH	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-44143	8/25/2020
HOGAN 1-24-H-2415H	HOGAN 1-24-H 2415H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-44254	8/25/2020
HOGAN 1-25-A-2601H	HOGAN 1-25-A 2601H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-43833	3/24/2020
HOGAN 1-25B – 2803H	HOGAN 1-25B 2803H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41951	1/23/2018
HOGAN 1-25B – 4203H	HOGAN 1-25B 4203H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41950	1/23/2018
HOGAN 1-25B – 4303H	HOGAN 1-25B 4303H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41945	1/23/2018
HOHAN 1-24-H-2415HZ	HOGAN 1-24-H 2415HZ	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-44511	2/23/2021
MASSEY A UNIT 2611H	MASSEY A UNIT 2611H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-43830	3/24/2020
MASSEY A UNIT 2809H	MASSEY A UNIT 2809H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-43103	5/14/2019
MASSEY A UNIT 4209H	MASSEY A UNIT 4209H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-43102	5/14/2019
MASSEY A UNIT 4309H	MASSEY A UNIT 4309H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-43120	5/14/2019
MASSEY UNIT 2415H	MASSEY UNIT 2415H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-43828	3/24/2020
MASSEY UNIT 2614H	MASSEY UNIT 2614H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-43827	3/24/2020
MASSEY UNIT 2813H	MASSEY UNIT 2813H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41949	1/23/2018
MASSEY UNIT 4213H	MASSEY UNIT 4213H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41948	1/23/2018
MASSEY UNIT 4313H	MASSEY UNIT 4313H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41944	1/23/2018
MOSS PARTNERSHIP "9" WELL NO. 1	MOSS PARTNERSHIP 9 1	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-38484	9/24/2013
MOSS PARTNERSHIP "9" WELL NO. 2	MOSS PARTNERSHIP 9 2	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-39055	8/12/2014
RANCHLAND 2805	RANCHLAND C UNIT 2805H	SEC 36, BLOCK 39, T&P RR CO / JM MOODY SURVEY, A 1 MIDLAND COUNTY	42-329-42478	10/9/2018
RANCHLAND 4205	RANCHLAND C UNIT 4205H	SEC 36, BLOCK 39, T&P RR CO / JM MOODY SURVEY, A 1 MIDLAND COUNTY	42-329-42480	10/9/2018
RANCHLAND 4305	RANCHLAND C UNIT 4305H	SEC 36, BLOCK 39, T&P RR CO / JM MOODY SURVEY, A 1 MIDLAND COUNTY	42-329-42481	10/9/2018
SMITH-HUGHES "9" WELL NO. 1	SMITH HUGHES 9 1	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-37019	11/13/2012
SMITH-HUGHES "9" WELL NO. 2	SMITH HUGHES 9 2	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-39236	7/22/2014

ROW LEGAL LOCATION	INSTRUMENT NO.	RECORDED
SEC 44, BLOCK 38, T1S, T&P RR SURVEY, A 1201 MIDLAND COUNTY	2018-11152	4/20/2018
SEC 9&10, BLOCK X, HP HILLIARD SURVEY, A 1275&1276 MIDLAND COUNTY	2019-16539	6/6/2019
SEC 9, BLOCK X, HP HILLIARD SURVEY FUTURE N GARFIELD STREET ROW & MIDLAND DRAW FLOODWAY MOSS PARTNERSHIP 9	2013-29212	12/13/2013
NW4 SEC 9, BLOCK X, HP HILLIARD SURVEY FUTURE MIDKIFF ROAD	2013-9197	4/17/2013

COMPLIANCE ACKNOWLEDGEMENT OF DESIGNATED COMPLIANCE REPRESENTATIVE

1. My name is Matt Mathis and I serve as Field Production Operations Manager for Pioneer Natural Resources USA, Inc. ("PNR")

2. I understand and agree that I am responsible for ensuring compliance with all conditions of the Oil and Gas Well Permits for which PNR has herein applied, along with any applicable laws, regulations and ordinances by any and all employees, contractors, or subcontractors of PNR at the oil and gas operations site.

3. I further understand this is my sole obligation in the event I am relieved of these responsibilities, that the name, local address, and local telephone number of my replacement will be provided to the City Secretary. Additionally, our Remote Operations Hub is manned 24/7 and their 24-hour number is 432-571-2666.

Pioneer Natural Resources USA, Inc.

Matt Mathis, Field Production Operations Manager

Midland Office: 432-571-3086

Mobile: 469-203-5174

STATE OF TEXAS

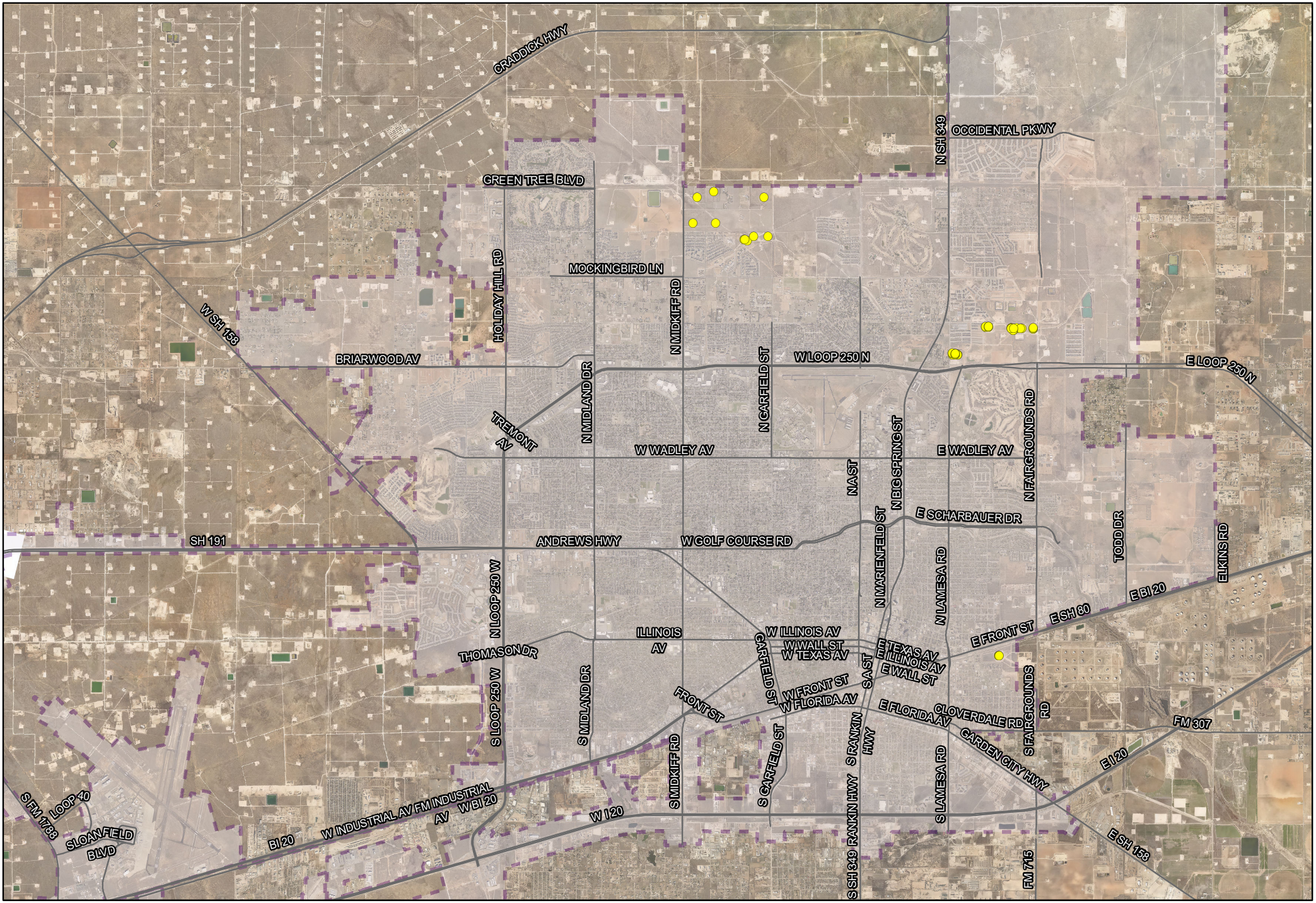
COUNTY OF MIDLAND

This instrument was acknowledged before me on MARCH 15, 2021 by MATT MATHIS, FIELD PRODUCTION OPERATIONS MANAGER of Pioneer Natural Resources.

(Personalized Seal)

TERESA ANNETTE KNIGHT
Notary ID #132103203
My Commission Expires
July 25, 2023

Notary Public Signature



Date: 3/17/2021

Legend

- Transferred Well
- Street
- City Limits

PACKET 13.10 April 13, 2021

Parsley Energy Operating, LLC. Transferred Well Locations

0 2,500 5,000 Feet

©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 IS 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: 14

Meeting Date: April 13, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: RESOLUTION APPROVING PARSLEY ENERGY OPERATING, LLC'S, ASSIGNMENT OF TWO EXISTING RIGHT-OF-WAY LICENSES TO PIONEER NATURAL RESOURCES USA, INC. (REGARDING CITY-OWNED PROPERTY LOCATED IN SECTION 9, BLOCK X, H.P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS); AND RATIFYING AND APPROVING PREVIOUS ASSIGNMENTS MADE BY PREDECESSORS IN INTEREST TO SAID LICENSES (UTILITIES)

Purpose:

Consider a resolution approving the transfer of the Right of Way Licenses, associated with the Oil and Gas Well Permits and Road Repair Agreement issued to Parsley Energy Operating, LLC. (Current Operator) located in Section 9, Block X, H.P. Hilliard Survey, T&P RR Co, City and County of Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

Annual Right of Way Fees are paid to date

Discussion:

A letter requesting transfer of permit, road repair agreement and Right of Way Licenses from Parsley Energy Operating, LLC. and Pioneer Natural Resources USA, Inc. has been received. Pioneer Natural Resources USA, Inc. has provided the necessary instruments required and agrees to be bound by the terms and conditions of the Right of Way Licenses.

Attachments: Letter Pioneer Natural Resources USA, Inc./Parsley Energy Operating, LLC Oil & Gas Request; Well and Right of Way list. Certificate of Insurance

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING PARSLEY ENERGY OPERATING, LLC'S, ASSIGNMENT OF TWO EXISTING RIGHT-OF-WAY LICENSES TO PIONEER NATURAL RESOURCES USA, INC. (REGARDING CITY-OWNED PROPERTY LOCATED IN SECTION 9, BLOCK X, H.P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS); AND RATIFYING AND APPROVING PREVIOUS ASSIGNMENTS MADE BY PREDECESSORS IN INTEREST TO SAID LICENSES

WHEREAS, the City Council finds it to be in the public interest to approve Parsley Energy Operating, LLC's, assignment of two existing right-of-way licenses, executed on August 19, 2013 and December 27, 2013, to Pioneer Natural Resources USA, Inc., (regarding City-owned property located in Section 9, Block X, H.P. Hilliard Survey, Midland County, Texas); and

WHEREAS, the City Council finds it to be in the public interest to ratify and approve all previous assignments of said right-of-way licenses made by predecessors in interest;

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

SECTION ONE. That the Midland City Council hereby approves Parsley Operating, LLC's, assignment of all right, title and interest in said right-of-way licenses to Pioneer Natural Resources USA, Inc.

SECTION TWO. That the Midland City Council hereby ratifies and approves all previous assignments of said right-of-way licenses made by predecessors in interest.

SECTION THREE. That it is expressly provided that the City of Midland's approval of the assignments referenced herein is conditioned upon each respective assignee agreeing to assume, discharge and perform all of the respective assignor's covenants, obligations, and requirements, as set forth in the applicable license.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by

the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PIONEER
NATURAL RESOURCES

March 11, 2021

City of Midland
Attn: Mr. Ron Jenkins, Oil & Gas Coordinator
300 N. Loraine
P.O. Box 1152
Midland, TX 79702

RE: Transfer of Permits
SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY
SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY
SEC 36, BLOCK 39, T&P RR CO / JM MOODY SURVEY, A 1 MIDLAND COUNTY

Mr. Jenkins,

Please be advised that as the result of a merger of an affiliate of Pioneer Natural Resources USA, Inc. ("PNR") the parent company of Parsley Energy Operating, LLC. ("PEI")as of January 12, 2021, and a subsequently executed contract operating agreement, PNR now operates all of the Wells and Right-of-Way properties located in the City of Midland that were formerly operated by PEI.

In connection with this transaction, PNR became the operator of the wells effective January 12, 2021. PNR has modified their bonding and insurance in order to operate within the City of Midland. Please find PNR's certificate of insurance and bond(s) enclosed with this letter.

PNR hereby respectfully requests that the Midland City Council approve the proposed transfer of operations and permits for the Wells and Right-of-Way from PEI to PNR.

PEI has agreed to transfer all operations and permits (subject to council approval) to PNR and has agreed to assume (subject to council approval) such operations and permits and all related obligations, as evidenced by PNR's joinder in the execution and delivery of this letter.

If you have any questions or need additional information, please do not hesitate to contact Laura Wallace

Sincerely,

Signature: Bonnie S Black
Name: BONNIE S. BLACK
Title: VP DRILLING
Date: 3/11/2021

PARSLEY ENERGY OPERATING, LLC.

Hidden Ridge | Irving, TX 75038 T 972.444.9001 F 972.969.3587 PXD.COM

PIONEER
NATURAL RESOURCES

The undersigned hereby agrees to being named Operator of the all wells formerly operated by Parsley Energy Operating, LLC. and covered under City of Midland resolutions and city Code 6-1-23, and assumes all obligations thereunder and under the associated Permits.

Pioneer Natural Resources USA, Inc.

By: Laura E Wallace
Name: Laura Wallace
Title: Sr Staff Regulatory Specialist
Date: 3/11/21

Enclosures:

Well List
Right of Way List
Certificate of Insurance
Bond

777 Hidden Ridge | Irving, TX 75038 T 972.444.9001 F 972.969.3587 PXD.COM

CITY PERMIT WELL NAME	RRC/SYSTEM WELL NAME	LEGAL LOCATION	API #	APPROVED
CHAPS "A" NO. 6 WELL	CHAPS A 6	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-38235	12/17/2013
CHAPS NO. 1 WELL	CHAPS 1	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-35609	12/11/2007
CHAPS NO. 2 WELL	CHAPS 2	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-38309	1/8/2013
CHAPS NO. 3 WELL	CHAPS 3	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-38310	1/8/2013
CHAPS NO. 4 WELL	CHAPS 4	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-38234	10/8/2013
DIAMOND RIO 9-1D SWD	DIAMOND RIO 9 1D	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-42715	1/22/2018
HOGAN 1-13-D-2407H	HOGAN 1-13-D 2407H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-44252	8/25/2020
HOGAN 1-24-E 2810H	HOGAN 1-24-E 2810H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41915	6/25/2019
HOGAN 1-24 – 2815H	HOGAN 1-24I 2815H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41914	12/12/2017
HOGAN 1-24-F 4211H	HOGAN 1-24-F 4211H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41910	12/12/2017
HOGAN 1-24-F 2812H	HOGAN 1-24-F 2812H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41909	6/25/2019
HOGAN 1-24 – 4215H	HOGAN 1-24I 4215H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41913	12/12/2017
HOGAN 1-24 – 4311H	HOGAN 1-24-F 4311H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41906	12/12/2017
HOGAN 1-24 – 4315H	HOGAN 1-24I 4315H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41903	12/12/2017
HOGAN 1-13-C 2806H	HOGAN 1-13-C 2806H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41938	8/14/2018
HOGAN 1-13-D 4207H	HOGAN 1-13-D 4207H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41936	8/14/2018
HOGAN 1-13-D 4307H	HOGAN 1-13-D 4307H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41935	8/14/2018
HOGAN 1-13-D 2808H	HOGAN 1-13-D 2808H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41937	8/14/2018
HOGAN 1-24-4307H	HOGAN 1-24-D 4307H (TBK 1-13-C 2605H)	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-43619	8/14/2018
HOGAN 1-24-E-2609H	HOGAN 1-24-E 2609H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-44142	7/14/2020
HOGAN 1-24-F-2411H	HOGAN 1-24-F 2411H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-44253	8/25/2020
HOGAN 1-24-G-2613VH	HOGAN 1-24-G 2613VH	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-44143	8/25/2020
HOGAN 1-24-H-2415H	HOGAN 1-24-H 2415H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-44254	8/25/2020
HOGAN 1-25-A-2601H	HOGAN 1-25-A 2601H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-43833	3/24/2020
HOGAN 1-25B – 2803H	HOGAN 1-25B 2803H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41951	1/23/2018
HOGAN 1-25B – 4203H	HOGAN 1-25B 4203H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41950	1/23/2018
HOGAN 1-25B – 4303H	HOGAN 1-25B 4303H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41945	1/23/2018
HOHAN 1-24-H-2415HZ	HOGAN 1-24-H 2415HZ	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-44511	2/23/2021
MASSEY A UNIT 2611H	MASSEY A UNIT 2611H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-43830	3/24/2020
MASSEY A UNIT 2809H	MASSEY A UNIT 2809H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-43103	5/14/2019
MASSEY A UNIT 4209H	MASSEY A UNIT 4209H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-43102	5/14/2019
MASSEY A UNIT 4309H	MASSEY A UNIT 4309H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-43120	5/14/2019
MASSEY UNIT 2415H	MASSEY UNIT 2415H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-43828	3/24/2020
MASSEY UNIT 2614H	MASSEY UNIT 2614H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-43827	3/24/2020
MASSEY UNIT 2813H	MASSEY UNIT 2813H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41949	1/23/2018
MASSEY UNIT 4213H	MASSEY UNIT 4213H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41948	1/23/2018
MASSEY UNIT 4313H	MASSEY UNIT 4313H	SEC 1, BLOCK X, HP HILLIARD SURVEY, A 11 MIDLAND COUNTY	42-329-41944	1/23/2018
MOSS PARTNERSHIP "9" WELL NO. 1	MOSS PARTNERSHIP 9 1	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-38484	9/24/2013
MOSS PARTNERSHIP "9" WELL NO. 2	MOSS PARTNERSHIP 9 2	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-39055	8/12/2014
RANCHLAND 2805	RANCHLAND C UNIT 2805H	SEC 36, BLOCK 39, T&P RR CO / JM MOODY SURVEY, A 1 MIDLAND COUNTY	42-329-42478	10/9/2018
RANCHLAND 4205	RANCHLAND C UNIT 4205H	SEC 36, BLOCK 39, T&P RR CO / JM MOODY SURVEY, A 1 MIDLAND COUNTY	42-329-42480	10/9/2018
RANCHLAND 4305	RANCHLAND C UNIT 4305H	SEC 36, BLOCK 39, T&P RR CO / JM MOODY SURVEY, A 1 MIDLAND COUNTY	42-329-42481	10/9/2018
SMITH-HUGHES "9" WELL NO. 1	SMITH HUGHES 9 1	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-37019	11/13/2012
SMITH-HUGHES "9" WELL NO. 2	SMITH HUGHES 9 2	SEC 9, BLOCK X, HP HILLIARD SURVEY, A 1275 MIDLAND COUNTY	42-329-39236	7/22/2014

ROW LEGAL LOCATION	INSTRUMENT NO.	RECORDED
SEC 44, BLOCK 38, T1S, T&P RR SURVEY, A 1201 MIDLAND COUNTY	2018-11152	4/20/2018
SEC 9&10, BLOCK X, HP HILLIARD SURVEY, A 1275&1276 MIDLAND COUNTY	2019-16539	6/6/2019
SEC 9, BLOCK X, HP HILLIARD SURVEY FUTURE N GARFIELD STREET ROW & MIDLAND DRAW FLOODWAY MOSS PARTNERSHIP 9	2013-29212	12/13/2013
NW4 SEC 9, BLOCK X, HP HILLIARD SURVEY FUTURE MIDKIFF ROAD	2013-9197	4/17/2013

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2021

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

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

PRODUCER
Marsh USA Inc.
2929 Allen Parkway, Suite 2500
Houston, TX 77019

CN102491118--EP-20-21 GAWU U2

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : See Additional Page	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pioneer Natural Resources Company
777 Hidden Ridge Dr
Irving, TX 75038

COVERAGES **CERTIFICATE NUMBER:** HOU-003755790-01 **REVISION NUMBER:** 3

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Energy Package			B0621 EJLPN000120	06/30/2020	06/30/2021	Control of Well	10,000,000
							SIR	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject always to policy terms, conditions and exclusions, Certificate Holder is named as Additional Insured but only to the extent of risks and liabilities assumed by the Named Insured in a signed written contract. Subject always to policy terms, conditions and exclusions, Subject always to policy terms, conditions and exclusions, Waiver of Subrogation is granted in favor of Certificate Holder but only to the extent of risks and liabilities assumed by the Named Insured in a signed written contract.

CERTIFICATE HOLDER
City of Midland
300 N. Loraine
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 of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

© 1988-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: CN102491118
LOC #: Houston

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh USA Inc.		Pioneer Natural Resources Company 777 Hidden Ridge Dr Irving, TX 75038
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Energy Package includes Control of Well, Operators Extra Expense, Redrill, Cleanup, Containment, Seepage & Pollution, and Care, Custody Control)

Carrier Particpation:
Aegis (1225) 2.7000% Amlin (2001) 6.7500%
Antares (1274) 5.4000%
Apollo (1969) 0.9000%
Arch Insurance Company (UK) Ltd 4.5000%
Argenta (ARG 2121) 13.5000%
Argo (1200) 5.4000%
Chaucer (1084) 6.0000%
NOA (3902) 3.6000%
SCOR UK Company Limited 5.4000%
Starr (1919) 4.5000%
Talbot (TAL 1183)/Validus 6.0750%
Houston Casualty Company (UK Branch) 8.1000%
AXIS Syndicate; AXS 1686 3.6525%
Kersey Specialty Limited - Fidelis Underwriting Limited (100%) 2.4350%
Zurich Insurance plc, UK Branch 2.4350%
Ascot (1414) 2.4350%
Hamilton Insurance DAC 1.2175%
Natl Union Fire Insurance Company of Pittsburgh, PA 10.0000%
Navigators Insurance Company 5.0000%

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2021

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

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

PRODUCER
Marsh USA Inc.
2929 Allen Parkway, Suite 2500
Houston, TX 77019

CN102491118--GAWU-20-21 GAWU U2

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Liberty Insurance Corporation	42404
INSURER C : ACE Property and Casualty Insurance Company	20699
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pioneer Natural Resources Company
777 Hidden Ridge Dr
Irving, TX 75038

COVERAGES **CERTIFICATE NUMBER:** HOU-003709956-02 **REVISION NUMBER:** 3

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	
	X **COMMERCIAL GENERAL LIABILITY**			Self-Insured-Attached	06/30/2020	06/30/2021	EACH OCCURRENCE	$
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			AS2-691-420373-030	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X **UMBRELLA LIAB** X OCCUR			XOO G71538886 002	06/30/2020	06/30/2021	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000,000							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WA7-69D-420373-120	06/30/2020	06/30/2021	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject always to policy terms, conditions and exclusions, Certificate Holder is named as Additional Insured but only to the extent of risks and liabilities assumed by the Named Insured in a signed written contract. Subject always to policy terms, conditions and exclusions, Subject always to policy terms, conditions and exclusions, Waiver of Subrogation is granted in favor of Certificate Holder but only to the extent of risks and liabilities assumed by the Named Insured in a signed written contract.

CERTIFICATE HOLDER
City of Midland
300 N. Loraine
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 of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN102491118

LOC #: Houston

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh USA Inc.		Pioneer Natural Resources Company 777 Hidden Ridge Dr Irving, TX 75038
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The General Liability is self-insured for $2,000,000.

The Umbrella policy evidenced above is excess over a $10,000,000 self insured retention (SIR).

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

City Council Meeting

Item Number: 15
Meeting Date: April 13, 2021
To: City Council / City Manager
From: Michael Pacelli, City Traffic Engineer
Subject: RESOLUTION ADOPTING A NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM (ENGINEERING SERVICES)

Purpose:

To adopt a Neighborhood Traffic Management Program that establishes standards for “traffic calming” measures to deal with neighborhood traffic concerns.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no direct fiscal impact to the City. Projects can only be authorized under this program if budgeted separately or funded by outside sources.

Discussion:

The Neighborhood Traffic Management Program is intended to provide residents, business owners, and visitors in the City of Midland with a standardized, well-structured program for addressing a variety of neighborhood traffic issues.

This program offers educational information about various neighborhood traffic concerns, outlines a process for residents to request that the City evaluate such concerns in their neighborhood, describes various types of “traffic calming” measures that may be considered for implementation, and establishes approval and funding standards based on vehicle speed data, roadway type, and other factors.

It should be specifically noted that this Program prohibits the use of speed humps or bumps on public streets or alleys in the City of Midland. In the past, speed humps were technically

allowed, but that policy was extremely restrictive. Effectively, no speed humps have been permitted in the City since at least 1998.

Therefore, the prohibition of speed humps in this Program remains consistent with the intent of past Councils and better formalizes that prior direction. This policy has been thoroughly reviewed by the Fire Department, Police Department, and Engineering Services Department (Traffic Operations), and is recommended for adoption by the City Council.

Staff recommends approval.

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION ADOPTING A NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM

WHEREAS, the City Council finds it to be in the public interest to adopt a neighborhood traffic management program (the "Program");

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

SECTION ONE. That the Program, which is attached hereto as Exhibt "A" and incorporated herein for all purposes, is hereby adopted.

SECTION TWO. That this resolution supersedes Resolution No. 98-049. To the extent that this resolution conflicts with any other City Council resolution, this resolution supersedes such resolution.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM

April 2021

City of Midland
Engineering Services Department
Traffic Operations Division
300 N. Loraine
Midland, Texas 79701

EXHIBIT "A"

1 Introduction

1.1 Purpose of Program

The Neighborhood Traffic Management Program is intended to provide residents, business owners, and visitors in the City of Midland with a standardized, well-structured program for addressing a variety neighborhood traffic issues. See Section 2 for further descriptions of the types of issues that are most often the source of complaints to the City.

1.2 Eligible Alleys and Roadways

Alleys and roadways eligible for inclusion under the Neighborhood Traffic Management Program include all dedicated, public local and collector streets that are operated and maintained under the jurisdiction of the City of Midland.

Private streets, including parking lots and drive aisles in commercial developments, are not regulated by the City regarding traffic operations, and those facilities are the responsibility of their respective private owners or homeowners' association. Property owners should note that there may be Fire Code or Zoning Code issues that affect what can be done regarding traffic on private property, so they should consult the City's Code Compliance or Traffic Operations divisions for input before considering changes that impact vehicle and pedestrian access.

Arterial streets, as defined in the most recently adopted Thoroughfare Plan, are not considered "neighborhood streets", and are not eligible for physical traffic calming features.

Also, state highways are maintained by the Texas Department of Transportation (TxDOT) and are not under the jurisdiction of the City, so they are also not eligible for traffic calming features.

2 Understanding Neighborhood Traffic Issues

It should be noted that residents and frequent guests are often the source of most traffic complaints in their own neighborhoods. This is simply because residents make up the majority of drivers on local streets, and residents are familiar with the streets and assume they know what conditions they will encounter as they drive in the area. Drivers unfamiliar with an area often drive more slowly in order to read house numbers and street name signs, and to identify turns needed to reach their destination. Therefore, good communication between neighbors, or with the homeowners' association if there is one, is often the most effective way to convey concerns and try to influence driver behavior.

2.1 Speeding

By state law (Texas Transportation Code Sect. 545.352), the speed limit on local streets in an urban district (which includes most of the City of Midland) is 30 mph, unless otherwise posted.

The City's typical practice is to post a speed limit sign on local streets at or near the entrance into an area from a major roadway as a reminder to drivers that the speed limit has changed. Since 30 MPH is a standard local speed limit throughout Texas, and in much of the country, drivers are accustomed to this limit and the posting of large numbers of additional signs throughout neighborhoods is not likely to change driving behavior.

In general, the City posts speed limits to be consistent with other similar roadways across the city based on the roadway conditions, number of intersecting streets, density of driveways, and nature of the surrounding development. Allowing too much variation in speed limits between similar roadways contradicts drivers' expectations and creates additional compliance issues.

The City does post reduced speed limits (either regulatory or warning) for conditions that are unusual, unexpected, or present some additional degree of hazard that many not otherwise be readily apparent to drivers based on their assessment of their surroundings. Examples include physical features, such as sharp curves, or adjacent land uses, such as schools.

In cases where an engineering study is needed, speeds are typically evaluated by analyzing the 85th percentile speed. The 85th percentile is the speed at which 85% of the traffic is travelling at or below, with 15% of traffic exceeding that speed. This is the target speed that is most often used for setting speed limits on highways and is also used as a representation of the speeds on the street in other types of studies, such as for this program.

Unfortunately, most local streets in Midland are relatively wide for the traffic they carry because they are also designed to carry storm water drainage. Since Midland is very flat and lacks any natural waterbodies, such as rivers or lakes, drainage must be carried completely across the city for long distances with very little drop in elevation. Therefore, there are few underground storm drain systems in Midland as compared to other cities of similar size, and much of the drainage is carried on the surface in the streets and alleys. As a result, wide streets are the standard to accommodate this water, which tends to create neighborhood traffic complaints.

2.2 Cut-Through Traffic

Residents often have complaints about "cut-through" traffic on their neighborhood streets. While it is important to remember that public streets are intended to serve all of the public, streets are classified by the purpose for which they are intended.

- **Highways** – State highways provide for regional traffic circulation and are designed for high speeds and heavy volumes. These highways are typically limited access, with restrictions on the locations of driveways to adjacent properties, in order to preserve the safety and efficiency of traffic flow. Examples include Interstate 20, Loop 250 and SH 191.
- **Arterials** – These larger streets are meant to provide connections for traffic moving within the city, and typically move higher volumes of traffic at higher speeds, while also providing reasonable access to adjacent properties. Examples include smaller state highways such as Andrews Highway and Big Spring Street, as well as city roads like Midkiff Road and Wadley Avenue.
- **Collectors** – Medium-sized streets are meant to provide access for traffic in and out of neighborhoods, linking local streets with the surrounding arterial network. Collectors may be designed in various sizes, some with homes or businesses fronting directly on them, and some with more restricted access. Neely Avenue and Carver Street are examples in Midland.
- **Locals** – Local streets are the lowest classification of street and provide the highest level of access, with numerous driveways and on-street parking. The vast majority of streets in Midland are local streets.

In most residential neighborhoods, the collector streets that are intended to feed traffic in and out of the neighborhood may look very similar to other local streets. This is particularly true in older parts of town where the streets were developed in a more uniform grid pattern and do not clearly follow the hierarchy described above.

It is important to remember the various functions that a street serves when considering cut-through traffic. Even on local streets, traffic going to or from other parts of the neighborhood may be perfectly appropriate, even if unwanted by the residents on that street, depending on the layout of the street network.

Cut-through traffic becomes a legitimate neighborhood traffic concern when traffic is routinely travelling between major collectors or arterials using local streets when they have no business with any property on that street. This type of traffic should stay on the larger streets. When the City receives these types of complaints, the situation is reviewed to see if there are issues on the primary streets that drivers are avoiding, and if it is possible to address these issues first. The goal is to draw the traffic back to the appropriate facility.

In many cases, unfortunately, there are no good engineering solutions because of the way the street network was designed decades ago. However, staff reviews all complaints to determine the extent of the evaluation that is appropriate in each case.

2.3 Sight Distance

Proper visibility at intersections and driveways is important for the safety of all users of the street network. Property owners are responsible for ensuring that vegetation and structures, such as fences, do not obstruct sight lines, and that landscaping, mailboxes, and other items do not block safe passage on the sidewalk, if there is one.

Sight distance concerns should always be reported to the City using the contact provided at the end of this document. If a situation is urgent, such as a tree branch blocking a stop sign, City staff may step in and remove the conflict directly. In most cases, however, a notice will be provided to the property owner informing them of the requirement to clear the obstruction.

2.4 Parking

Public streets serve a number of purposes, including providing access to adjacent properties, emergency vehicle access, and parking. As described in Section 2.1, most local streets in Midland are fairly wide, and therefore most can easily accommodate on-street parking on both sides of the street.

With vehicles parked on both sides of a street, there may be some locations where drivers are not comfortable passing oncoming traffic in all areas, and it may be necessary for opposing directions of traffic to alternate. This sometimes generates complaint calls to the City, but requiring drivers to take turns traveling in each direction on a residential street is not considered to be a problem that needs to be corrected. The presence of on-street parking narrowing the feel of the roadway, and particularly cases where traffic must alternate, helps to reduce speeds on local streets.

Although parking parallel to the curb is allowed on most streets, by state law (Texas Transportation Code Sect. 545.302) it is not legal to park within an intersection, within 15 ft of a fire hydrant or within 20 ft of

a crosswalk. If there are some vehicles that are routinely parked in these areas, City staff can check the situation and post a "No Parking" sign, if warranted.

It should be noted that in order to be parked legally on a public street (Texas Transportation Code Sect. 545.303), the vehicle must be facing in the same direction as traffic, parallel to and within 18 inches of the curb or edge of pavement. Parking on the wrong side of the street, facing oncoming traffic, is illegal and unsafe because it requires vehicles to cross oncoming traffic with limited visibility from the driver side of the vehicle. Parking head-in or at an angle within a cul-de-sac is also illegal because it interferes with the intended purpose of the cul-de-sac, which is to allow for fire trucks, ambulances, and other large vehicles to turn around.

2.5 Crashes and "Near Misses"

The Traffic Operations Division compiles an annual summary of all reported traffic crashes citywide and reviews that to determine if there are locations that are outliers, with unusually high numbers of crashes for the volume of traffic and nature of the intersection. As expected, higher volume intersections typically have higher numbers of crashes, but that does not necessarily mean that there is a specific safety issue that can be addressed through engineering measures. In neighborhoods, crashes are very rare occurrences, and are typically so random that it is difficult to predict or prevent them.

If the City receives a complaint about crashes at a particular location, staff will review police records and visit the site to assess whether there may be any physical factors that could contribute to crashes. If the data supports that there is an actual documented history of crashes, then possible mitigation measures will be considered as appropriate. In this type of case, no neighborhood involvement through the Neighborhood Traffic Management Program is required.

3 Request Process

3.1 Initiating a Request

To initiate a neighborhood traffic management request, contact the City of Midland Traffic Operations Division by phone at 432-685-7287, or visit the City's website at www.midlandtexas.gov to locate the latest staff email addresses.

Any detailed information that can be provided by the resident, such as typical times or days of the week when most problems occur, will be helpful when reviewing the situation.

3.2 Data Collection and Analysis

In most cases, City staff will need to collect additional data in order to properly review the issue. This typically includes visiting the site to observe the conditions in person, as well as placing automatic traffic recorders to collect traffic volume and speed data for a 24-48 hour sample period.

All streets have occasional drivers travelling at a recklessly high speeds, but this issue cannot be addressed with engineering measures. So the highest speeds recorded during data collection do not provide a useful representation of whether there is an overall problem with excessive speeds on a particular roadway.

When reviewing traffic speed data, the most common result that is considered is the 85th percentile speed. The 85th percentile is the speed that 85% of the traffic is driving at or below, and 15% of the traffic is exceeding. As discussed in Section 2.1, this is commonly used in the industry as a guide for setting speed limits.

3.3 Staff Review and Recommendation

Based on the site visit and traffic data, City staff will respond to the resident with a recommendation on what traffic control or calming measures would be appropriate, if any, for each specific situation. Staff will then guide the resident through additional steps in the request process, if appropriate.

3.4 Resident Petition Process

Some neighborhood traffic management measures require a petition process to be followed in order to ensure that a significant majority of the nearby residents that will be impacted by the proposed measures are in support of the action. The need for a petition is identified for those specific measures that require it under Sections 5 and 6.

A blank petition form is included in the Appendix at the end of this document. If the need for a petition is not specifically included under Sections 5 and 6, then no petition should be submitted. If measures are not eligible or not recommended under this program, then submitting a petition will not change that assessment.

Notwithstanding any provision of this document, the City shall have no obligation to take any action on any matter that is the subject of a petition.

3.5 Funding

Funding for any measures included in the Neighborhood Traffic Management Program, as with all City programs and projects, is subject to available funding as allocated by the City Council through the annual budget process. In cases where the City may participate in funding under this program, but sufficient funds

are not available, the project may be placed on a waiting list in case funds become available in the future. In such cases, projects may be advanced more quickly if residents provide supplemental funding, or if an outside funding source, such as a grant, can be secured. The City will assist with identifying grant programs, when possible, based on staff availability.

Refer to Sections 5 and 6 for descriptions of eligible traffic management measures. The table below lists the funding responsibilities for each type of measure. In some cases, conditions such as the type of roadway or vehicle speeds affect the funding responsibilities. Regardless of the funding, all measures are subject to the requirements described in this document and technical staff approval.

	Eligible Measure	Conditions	Funding Arrangement
Alleys	**Traffic Signs**	N/A	City pays 100%
	Full Closure / Diverter	N/A	City pays 100%
Streets	**Targeted Enforcement**	N/A	City pays 100%
	Portable Driver Feedback Trailers	N/A	City pays 100%
	Permanent Driver Feedback Signs	Major Collector or Arterial Street	City pays 100%
		Minor Collector or Local Street, 85th %tile speed 10 MPH or more over posted limit	Resident contribution of $1,750 per sign, City pays remainder
		Minor Collector or Local Street, 85th %tile speed between 5-10 MPH over posted limit	Resident contribution of $3,500 per sign, City pays remainder
	Speed Limit Changes	N/A	City pays 100%
	Physical Traffic Calming Features *(Petition Required)*	Major Collector Street, 85th %tile speed 10 MPH or more over posted limit	Resident contribution of 25% of construction cost, City pays 75% plus design and project management
		Major Collector Street, 85th %tile speed between 5-10 MPH over posted limit	Resident contribution of 100% of construction cost, City pays design and project management
		Minor Collector or Local Street, 85th %tile speed 10 MPH or more over posted limit	Resident contribution of 50% of construction cost, City pays 50% plus design and project management
		Minor Collector or Local Street, 85th %tile speed between 5-10 MPH over posted limit	Resident contribution of 100% of construction cost, City pays design and project management

In all cases, after funding is secured, the City will be responsible for procurement of all materials and installation of the approved measures unless a specific agreement is negotiated to permit work by private parties in the public right-of-way. The City will pay directly for any traffic signs or pavement markings associated with physical traffic calming features. The City will also be fully responsible for operation and

maintenance of all measures after installation at no cost to the resident, unless alternate arrangements are made in advance.

For cases where the residents have a funding obligation per the policy shown above, the residents' share of project costs must be paid in full to the City prior to construction. The City will work directly with one resident as a point of contact, or with a representative of a homeowners' association, but cannot assume responsibility for collection of payments due from individual residents. Full payment of the residents' share must be received prior to the City scheduling any project. City staff will determine project priorities based on the order in which requests were received, the relative severity of problems as determined by engineering surveys, and the level of neighborhood support demonstrated by petitions submitted or supplemental funding received.

3.6 Removal or Modification

Unless initiated by the City, no changes may be made to new traffic calming projects within one year of installation. Following that "adaptation period", any removal or modification of existing traffic calming measures is required to follow the same funding, petition, and approval process as the installation of new measures.

4 Ineligible Measures

4.1 Stop Signs

Stop signs are intended to assign right-of-way between conflicting traffic flows at intersections. They are only authorized for intersections meeting certain criteria, and they do not ultimately solve speeding problems. The proper use of stop signs is governed by state and federal regulations, including the *Manual on Uniform Traffic Control Devices* (MUTCD).

- Research has shown that motorists often speed up between stop signs to make up for the perceived wasted time.
- Drivers recognize unjustified stop signs, and this results in many people rolling through the stop signs. This encourages a general disrespect for all stop signs in the area and leads to a new series of traffic complaints from residents.
- Although the stop signs may be intended to interrupt a few people that may be speeding at certain times of the day, the remaining residents must still stop unnecessarily each time they go through these intersections.

4.2 Other Non-Standard Traffic Signs

Non-standard traffic signs, such as "Slow", "Children at Play", or similar messages, are no longer installed by the City of Midland for a variety of reasons:

- Warning signs are intended to alert drivers to unexpected or unusual conditions. The presence of children in a residential area is neither unusual nor unexpected, so these signs provide no useful information to drivers and no clear direction as to how drivers should react.
- There is no evidence to indicate that these signs reduce speeds or crash rates.
- The use of unnecessary and ineffective warning signs breeds a general lack of respect for all traffic signs, potentially harming the effectiveness of critical signing.

- The use of these signs in some neighborhoods incorrectly implies that children are not present in other neighborhoods that do not have signs, and that motorists do not need to be alert for children in those areas.
- Federal and state regulations do not permit the use of these non-standard signs on public roadways for the reasons described above.

Although "Children at Play" and similar signs are not permitted, the City does install other warning signs when appropriate to alert divers to specific locations which might have unusually high concentrations of children near or crossing the roadway, such as schools and playgrounds. These areas generally already have signs installed as part of the Traffic Operations Division's normal duties, but residents should contact the division with specific locations if such signs are noticed to be missing, damaged, or excessively faded.

4.3 Speed Humps for Streets

The City of Midland does not allow speed bumps, humps, cushions, or related vertical devices to be installed on any public street for speed control.

In the past, speed humps were technically allowed, but that policy was extremely restrictive. Effectively, no speed humps have been permitted in the City since at least 1998.

Therefore, the prohibition of speed humps in this Neighborhood Traffic Management Program remains consistent with the intent of past Councils and better formalizes that prior direction. This policy has been thoroughly reviewed by the Fire Department, Police Department, and Engineering Services Department (Traffic Operations), and adopted by the City Council though this program.

Although speed humps can be effective in reducing speeds on residential streets in some cases, experience in other jurisdictions has shown that the negatives typically outweigh the benefits:

1. Individual speed humps only reduce speeds at the specific location where they are installed. Therefore, to have any effectiveness on speeds along a street, speed humps must be installed in a series with no more than 300-400 ft between them. This multiplies the negative effects of the speed humps along the street.
2. Emergency response times are increased, especially if a fire truck or ambulance must negotiate a series of humps. Unlike passenger vehicles and pick-up trucks, the heavy weight of emergency vehicles, as well as the sensitive nature of the patients and equipment they carry, requires the vehicle to come to nearly a complete stop to cross each speed hump. Studies have shown that this can add 10-15 seconds of response time for each speed hump encountered.
3. Speed humps increase noise, especially for homes adjacent to the device, due to squeaky suspensions on vehicles, loose items in truck beds, and the repeated braking and acceleration on either side of each speed hump.
4. Vehicles sometimes try to avoid the humps by driving around them and onto residents' yards. This may require the modifications to on-street parking or the installation of additional barriers in residents' yards.
5. Residents complain about lowered property values as prospective homebuyers think that there is a serious safety problem on the street as compared to other similar streets that do not have speed humps.

6. Due to the list of negative effects, it is uncommon for all impacted residents in an area to reach consensus, leading to conflicts among neighbors.
7. In many cases, making one street less desirable for drivers simply shifts traffic to other streets in the same neighborhood. This does not actually solve traffic problems, but may shift the negative consequences to other residents.

4.4 Speed Bumps for Alleys

As with streets, the City of Midland does not allow speed bumps, humps, cushions, or related vertical devices to be installed on any public alley.

Although speed humps can be effective in reducing speeds on alleys in some cases, experience in other jurisdictions has shown that the negatives typically outweigh the benefits:

1. Alleys in Midland are frequently not paved to the same standard as streets, and the surface of many alleys is not smooth and sturdy enough to mount speed bumps. Speed bumps that are not securely fastened can easily come loose, particularly when subjected to repeated trash truck traffic, and may injure pedestrians or damage vehicles.
2. Speed bumps increase noise, especially for homes adjacent to the device, due to squeaky suspensions on vehicles, loose items in truck beds, and the repeated braking and acceleration on either side of each speed hump.
3. Alleys are intended to provide rear access to properties, but they also serve as corridors for underground utilities, paths for storm water drainage, and access for trash collection.
    - Public utilities (water and sewer) and franchise utilities (gas, electric, cable, telephone) frequently install and maintain underground infrastructure in alleys, often trenching both along and across alleys. Speed bumps would interfere with utility access, requiring the City to repeatedly remove and reinstall the speed bumps.
    - Most alleys in Midland are inverted, meaning that they have a shallow V-shape which channels storm water down the center and out to the street. Even with a small gap in the center, the placement of speed bumps across the alley will tend to interfere with the flow of water and collect sediment and debris at each bump location. The City does not have a sufficiently staffed street sweeping program to keep these alleys clear of trash and debris when this occurs.
    - Trash trucks are significant users of alleys throughout the City. As with fire trucks, trash trucks would need to come to nearly a complete stop to cross each speed bump, reducing the number of containers that can be emptied in a shift, causing additional wear on the vehicles, and increasing noise in the neighborhood.
4. Just as with streets, making one alley less desirable for drivers may shift traffic to other alleys in the same neighborhood. This does not actually solve traffic problems, but may shift the negative consequences to other residents.

4.5 Pedestrian Crossings

Pedestrian crossing measures, including marked crosswalks, signing, and flashing lights, may be installed only at locations where pedestrians are documented to cross the roadway at a well-defined location and in significant numbers.

The use of marked pedestrian crossings at other locations that do not meet these criteria creates a false sense of security for the occasional pedestrian but does little to create additional awareness on the part of drivers who repeatedly pass the marked crossing without seeing any conflicting pedestrians. As with other non-standard or unwarranted signs, this causes drivers to lose respect for traffic control devices in general, and it creates compliance issues for legitimate crossings at other locations.

Therefore, City staff reviews the need for pedestrian crossings based only on the specific site conditions and engineering considerations as part of Traffic Operations' normal duties. Such facilities are not subject to resident petition or funding considerations and are not implemented as part of the Neighborhood Traffic Management Program.

5 Eligible Measures for Alleys

Refer to Section 3.5 for details on funding of these eligible measures.

5.1 Traffic Signs

Speed Limit Signs

By state law (Texas Transportation Code Sect. 545.352), the speed limit in all alleys is 15 MPH. The City does not have the legal authority to post a speed limit lower than 15 MPH in an alley.

As discussed in Section 2.1, most people tend to drive at speeds they are comfortable with based on their perception of the surrounding conditions and risks, so posting of additional speed limit signs does little to change driver perceptions and is generally ineffective at reducing speeds. Therefore, to avoid the excessive sign clutter created by posting thousands of speed limit signs in the many hundreds of alleys scattered throughout the City, it is standard practice not to sign for speed limits in alleys. Under very rare conditions, City staff may consider posting of speed related signs in alleys, but any such situation would be handled on a case-by-case basis by approval of the City Traffic Engineer.

"No Thru Traffic" Signs

Since alleys are narrow and often contain frequent obstructions such as utility poles and trash containers, most alleys are generally not enticing places for traffic to cut-through if they have no business being in the alley. Typically, traffic in most alleys has legitimate cause to be in the alley, whether it is for property access, utility maintenance, or to make deliveries.

In a very small number of cases, the layout of the street and alley network does create a situation where an alley may be more likely to serve cut-through traffic, or may encourage unfamiliar drivers to enter an alley seeking an alternate route in or out of a neighborhood. In these cases, City staff may consider the posting of "No Thru Traffic" or "No Outlet" signage at the sole discretion of the City Traffic Engineer.

5.2 Full Closure / Diverter

In rare cases, the layout of the street and alley network is such that an alley is longer than it needs to be to serve its intended purpose of providing reasonable access to adjacent properties, or that it has more connections to surrounding streets than are needed. In such cases, City staff will evaluate whether the full closure of part or all of an alley may be appropriate to reduce the inappropriate use of the alley by

outside traffic. Any such situation would be handled on a case-by-case basis by approval of the City Traffic Engineer and City Manager.

If the consideration of a full closure or diverter is recommended by City staff, the resident point of contact will be responsible for providing a petition showing support from the impacted residents. Traffic Operations will provide a list or map showing all properties determined to be impacted, based on whether they have direct vehicle access to the alley, or if the alley in question is the shortest and most reasonable means of accessing their property, even if indirectly. To advance the project, the petition must show that representatives of at least 80% of the impacted properties support the measure.

6 Eligible Measures for Streets

Refer to Section 3.5 for details on funding of these eligible measures.

6.1 Targeted Enforcement

Whenever traffic data is collected in response to a complaint, Traffic Operations will forward the results of the speed study to the Police Department Traffic Unit if the analysis shows that the 85th percentile speed is notably higher than the posted speed limit. The forwarding of this data constitutes a request for targeted enforcement by the Police Department. Of course, the time that can be spent on any enforcement effort is always subject to the number of competing calls for service and staff availability.

6.2 Portable Driver Feedback Trailers

In addition to providing targeted enforcement, the Police Department can also provide portable driver feedback trailers on rotating basis through their Community Service Officer program. These trailers have signs showing the posted speed limit and utilize radar to display the actual speeds of approaching vehicles as a reminder to drivers of their speed. The City has several trailers in use citywide at all times and rotates them among complaint locations or areas of concern to staff.

6.3 Permanent Driver Feedback Signs

Permanent driver feedback signs are very similar to the portable driver feedback trailers. They are installed to provide a real-time dynamic display of a driver's speed. When coupled with a traditional speed limit sign, they are useful in reminding drivers of the appropriate maximum speed at that location. These signs are typically mounted on sign posts or poles, making them less obtrusive than the trailers, and allowing them to remain indefinitely at a problem location. Signs are typically solar-powered with internal batteries to allow for 24-hour operation, so they may not be practical in areas that are continuously in the shade.



Figure 1. Driver Feedback Sign

6.4 Speed Limit Changes

As described in Section 2.1, speed limits in Midland are typically set to be consistent with other similar roadways based on the roadway conditions, number of intersecting streets, density of driveways, and nature of the surrounding development. Allowing too much variation in speed limits between similar roadways contradicts drivers' expectations and creates additional compliance issues.



Figure 2. Speed Limit Sign

Although there have been some reduced speed limits posted on a few streets in the past, experience has shown that this has not changed the perceived issue of speed as a concern in the neighborhood. Therefore, the City now follows the practice of reducing speed limits only in those cases where there is a unique or unusual condition that justifies alerting drivers to a change in the normal residential street environment.

By state law (Texas Transportation Code Sect. 545.356), the lowest speed limit that may be placed on any public street is 25 MPH, except within a designated school zone during school hours. The City does not have the legal authority to post a speed limit lower than 25 MPH (or higher than 75 MPH) on any street.

6.5 Physical Traffic Calming Features

Although vertical deflection devices (i.e., speed humps) are not permitted, there are a variety of physical traffic calming features that can be used to introduce horizontal deflection into a roadway. Diverting a driver's path from a straight line, or forcing drivers to yield to other traffic, requires them to slow down, which is more compatible with the nature of a residential neighborhood.

When a request is received, the Traffic Operations Division will evaluate each case individually to determine, which, if any, of these measures may be appropriate and beneficial for that case. All physical traffic calming features are expensive to construct, so funding, as described in Section 3.5, is a major factor to be considered in these cases.

If the consideration of a physical traffic calming measure is recommended by City staff, the resident point of contact will be responsible for providing a petition showing support from the impacted residents. Traffic Operations will provide a list or map showing all properties determined to be impacted, based on whether they have direct vehicle access to the street, or if the street in question is the shortest and most reasonable means of accessing their property, even if indirectly. To advance the project, the petition must show that representatives of at least 80% of the impacted properties support the measure.

Types of physical traffic calming features that have been identified for possible use in Midland are described in the following paragraphs.

Corner Extension / Bulb-Out

This extends the corner radius out into the intersection, which makes for a narrower intersection and tighter turns for vehicles.



Figure 3. Corner Bulb-Out (Source: www.pedbikeimages.org / Michael Austin)

Positives	Negatives
May reduce turning vehicle speeds at intersections	Less effect on thru traffic speeds
Shortens pedestrian crossing distances	May interfere with drainage
Can create sheltered on-street parking areas	

Median Island

A median island serves to narrow the roadway by pushing traffic towards the outsides of the road and also separates opposing directions of traffic.

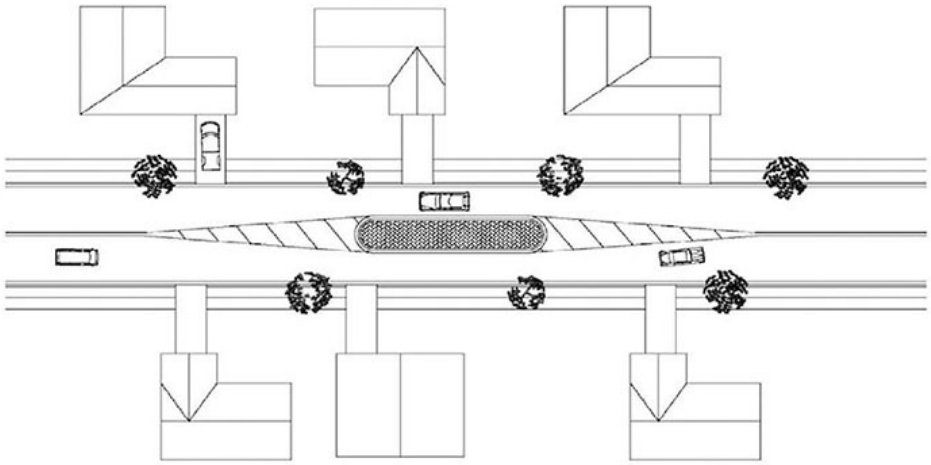


Figure 4. Median Island Example (Source: Delaware Department of Transportation)

Positives	Negatives
May reduce vehicle speeds	May limit on-street parking
Can be used at intersections or mid-block	May impact driveway access
Separates opposing directions of traffic	

Chicane / Choker

Chicanes or chokers narrow the roadway to deflect vehicle paths and reduce speeds, and are similar to bulb-outs, except that they are located mid-block.

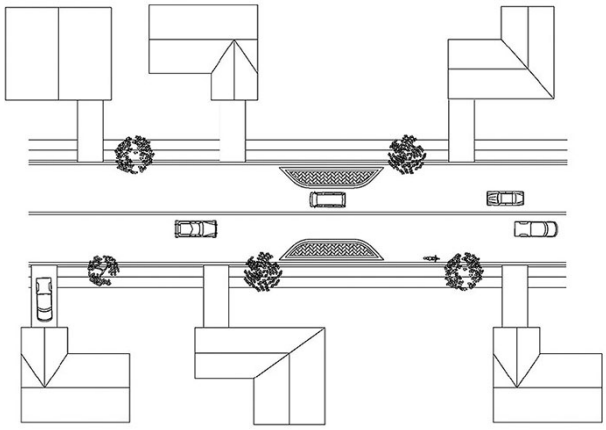




Figure 5. Choker Example (Source: Delaware Department of Transportation)

Figure 6. Choker with Passing Traffic (Source: James R. Barrera)

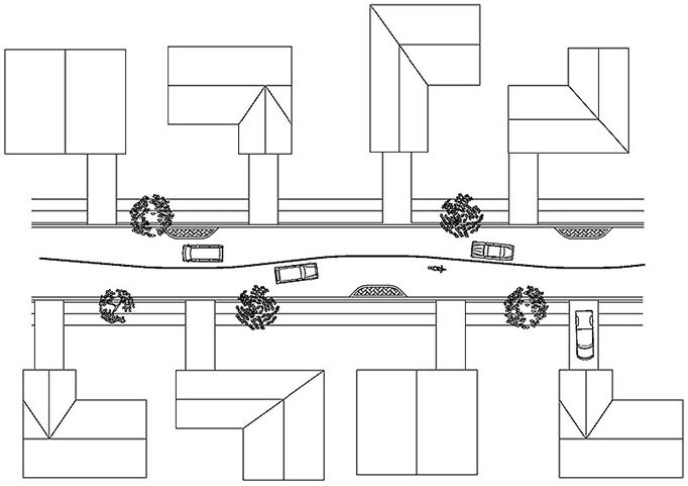


Figure 7. Chicane Example (Source: Delaware Department of Transportation)

Positives	Negatives
May reduce vehicle speeds	May limit on-street parking
Appropriate for mid-block locations with longer stretches between intersections	May impact driveway access
	May interfere with drainage

Mini-Roundabout

A mini-roundabout is a small roundabout, or circular intersection treatment, that can typically be installed within an existing intersection without significant changes to the outside curb lines.

The center island forces traffic to circulate counter-clockwise around the circle, with entering traffic yielding to traffic in the circle. The center island is often mountable to allow large trucks to run over it if they are too long to make the turn within the normal travel lane.

Figure 8. Mini-Roundabout Overview (Source: NCHRP Report 672, Federal Highway Administration, 2010)

Figure 9. Mini-Roundabout, County Road 79 and Vierling Drive, Shakopee, MN

Positives	Negatives
Reduce vehicle speeds for thru and turning traffic	May limit on-street parking
May improve pedestrian crossing access	May impact driveway access
Appropriate for intersections	May impact drainage on inverted street sections

Diagonal Diverter / Forced Turn Island

A diverter or forced turn island prevents certain vehicle movements, such as thru or left-turn movements, while allowing the street to remain open with restricted access.



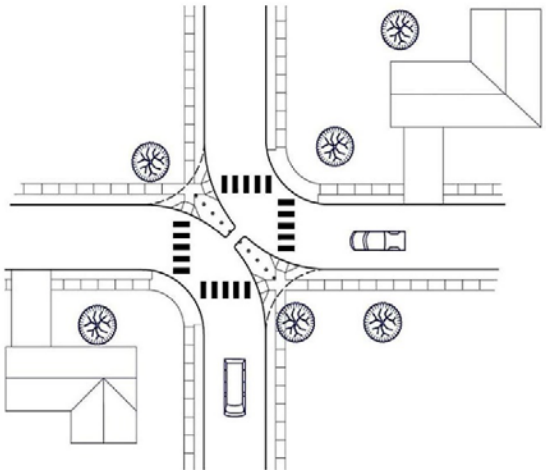


Figure 10. Forced Turn Median (Source: James R. Barrera)

Figure 11. Diagonal Diverter Example (Source: Delaware Department of Transportation)

Positives	Negatives
Reduces cut-through traffic	Diverts traffic to other streets
	May limit emergency vehicle access

Street Closure

A full street closure eliminates all thru traffic, greatly reducing the volumes of traffic on a street. However, permanent closures of public streets are very rare because they can negatively impact circulation and access for surrounding areas, and shift traffic issues to other streets.

Positives	Negatives
Eliminates cut-through traffic	Diverts traffic to other streets
	May limit emergency vehicle access

7 Contact Information

For additional information or to discuss a traffic issue with City staff, contact the City of Midland Traffic Operations Division by phone at 432-685-7287, or visit the City's website at www.midlandtexas.gov to locate the latest staff email addresses.

Appendix – Neighborhood Traffic Management Program Petition Form

A traffic management project requiring a show of support from impacted residents has been proposed. *(Neighborhood organizer or HOA representative to attach additional information about project.)*

For the project to be considered, at least 80% of impacted properties must support the measure.

PRINT NAME	PRINT ADDRESS	SIGNATURE

For additional information, contact the City of Midland Traffic Operations Division at (432) 685-7287.

Print additional sheets as necessary.

City Council Meeting

Item Number: 16

Meeting Date: April 13, 2021

To: City Council / City Manager

From: Michael Pacelli, City Traffic Engineer

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENT DONATION AGREEMENT WITH GRASSLAND ESTATES WEST HOMEOWNERS' ASSOCIATION FOR CERTAIN TRAFFIC CALMING IMPROVEMENTS TO HOMESTEAD BOULEVARD; AND APPROPRIATING FUNDS RECEIVED IN ACCORDANCE WITH SAID AGREEMENT (ENGINEERING SERVICES)

Purpose:

To authorize an agreement between the Grassland Estates West HOA and the City, wherein the HOA will deposit $18,000 with the City and the City will then be responsible for installing traffic calming chicanes at two locations along Homestead Blvd.

Recommended City Council Action:

Approve

Fiscal Impact:

There are no direct costs to the City for this project. In-house staff and equipment will be utilized to install the improvements.

The City Treasurer is hereby authorized and directed, upon receipt of $18,000.00 (the "Donated Funds") from the Donor in accordance with the Agreement, to accept and appropriate said Donated Funds in the General Fund for the Improvements. Upon completion of the Improvements, the actual cost of the Improvements not exceeding the total amount of the Donated Funds in escrow shall be recorded as revenue in the General Fund to offset the expenses of Improvements.

Discussion:

The City has received complaints intermittently over the past several years about traffic speeds along Homestead Blvd in the Grassland Estates West subdivision.

Due to the original layout of neighborhood and the way it wraps around Nueva Vista Golf Course, traffic travelling between the main part of Grassland Estates and SH 158 to/from the west are “encouraged” to utilize Homestead Blvd to bypass SH 191 and the interchange at Loop 250. Homestead Blvd is a collector street that extends for a considerable distance (approximately 1.1 miles) between its eastern terminus at Hereford Blvd and the western access to SH 158 at Brandy Hill Rd. The street is fronted with single-family homes on both sides for its entire length, and there are no alternate routes for east/west traffic through the Grassland Estates West neighborhood. This layout of the street network, and the configuration of Homestead Blvd in particular, naturally leads to traffic-related issues and complaints.

In September 2020, data collected by the City showed the 85th percentile speeds (i.e., the speed at which 85% of vehicles are travelling at or below) on Homestead Blvd to be as follows: 36.6 MPH in the 6400 block (Mosswood to Prairie Ridge) and 38.6 MPH in the 6000 block (Gladewood to Fringewood).

Although the measured speeds are above the 30 MPH posted speed limit and are higher than is desirable on a residential street, they are not unusually high when compared to other similar collector streets in Midland. The speeds were also not high enough to justify City funding participation based on the guidelines established in the then-draft Neighborhood Traffic Management Program. Therefore, the HOA was notified that there were several recommended options for physical traffic calming features that could be installed, but that funding would be the responsibility of the HOA.

City staff proposed a mix of mini-roundabouts and chicanes along Homestead Blvd, at a total of four locations. The HOA Board reviewed the information provided and approved moving forward with two chicanes.

Chicanes create a horizontal slalom effect that forces traffic to slow by redirecting the driver’s path on an otherwise straight road segment. The chicanes were recommended to be located at two drainage channel crossings because those are locations where they would not impact access to any driveways. See attached map.

This Council item authorizes the execution of the donation agreement with the HOA and allows the City to receive their $18,000 contribution for the purchase of materials needed for the City to install the two chicanes. Any funds remaining at the completion of the project will be refunded to the HOA.

Staff recommends approval.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENT DONATION AGREEMENT WITH GRASSLAND ESTATES WEST HOMEOWNERS' ASSOCIATION FOR CERTAIN TRAFFIC CALMING IMPROVEMENTS TO HOMESTEAD BOULEVARD; AND APPROPRIATING FUNDS RECEIVED IN ACCORDANCE WITH SAID AGREEMENT

WHEREAS, Grassland Estates West Homeowners' Association (the "Donor") desires to donate funds to the City for the construction of appropriate and necessary public facilities, said facilities being certain traffic calming improvements to Homestead Boulevard (the "Improvements"); and

WHEREAS, the City Council and the Donor find it to be to their mutual advantage to enter into an agreement regarding said donation; and

WHEREAS, the City Council finds it to be in the public interest to execute a public improvement donation agreement, said agreement being in a form substantially similar to that attached hereto as Exhibit "A" and incorporated herein for all purposes (the "Agreement");

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

SECTION ONE. That the recitals stated above are hereby adopted and approved for all purposes.

SECTION TWO. That the Interim City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, the Agreement with the Donor.

SECTION THREE. That the City Treasurer is hereby authorized and directed, upon receipt of $18,000.00 (the "Donated Funds") from the Donor in accordance with the Agreement, to accept and appropriate said Donated Funds in the General Fund for the Improvements. Upon completion of the Improvements, the actual cost of the Improvements not exceeding the total amount of the Donated Funds in escrow shall be recorded as revenue in the General Fund to offset the expenses of Improvements.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

_____
Mark Mason, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PUBLIC IMPROVEMENT DONATION AGREEMENT
BETWEEN GRASSLAND ESTATES WEST HOMEOWNERS' ASSOCIATION
AND THE CITY OF MIDLAND, TEXAS

THIS AGREEMENT ("Agreement") is made and effective as of the ___ day of _____, 2021, by and between Grassland Estates West Homeowners' Association (the "Donor") and the City of Midland, Texas (the "City"), a home rule municipal corporation.

WITNESSETH:

WHEREAS, the City and the Donor find it to be to their mutual advantage to enter into this agreement for the construction of appropriate and necessary public facilities; and

NOW, THEREFORE, in consideration of the covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to the terms set forth in this Agreement:

I.

The Donor agrees to pay to the City $18,000.00 for the cost of the construction of certain improvements to existing public improvements as described in Section II hereof.

The Donor's payment shall be due within 30 days of the effective date of this Agreement. The City agrees to place the funds paid by the Donor under this Agreement in a designated escrow liability account of the City. The City shall manage the designated escrow liability account and agrees to only expend funds therefrom for costs appropriate and necessary for the construction of the improvements described in Section II.

In the event the City does not commence construction of the improvements described in Section II within six (6) months of the date of this Agreement, and diligently continue such construction to completion, then the City agrees to repay all funds received from the Donor hereunder without interest or penalty.

In the event that the City completes the construction of the improvements described in Section II and does not expend the entirety of the funds paid by the Donor pursuant to this Section I, the City shall repay to the Donor any such funds that were not expended.

II.

The improvements to the existing public improvements to be constructed by the City shall be generally described as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes (the "Improvements").

Said Improvements shall be constructed in accordance with City of Midland standards for such improvements.

III.

The Donor agrees that its payment(s) pursuant to Section I above, constitutes only the payment for the Improvements as described in Section II.

IV.

This Agreement may be modified or amended only by the mutual written consent of the parties hereto.

V.

This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters.

VI.

Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing as follows:

If to the Donor:

Grassland Estates West Homeowners' Association
5757 Alpha Road, Suite 680
Dallas, Texas 75240

If to the City:

Director of Engineering Services
City of Midland
P.O. Box 1152
Midland, Texas 79702

VII.

Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

VIII.

All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have been performed in Midland County, Texas. This Agreement shall be construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

IX.

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 DONOR 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 DONOR SPECIFICALLY AGREES THAT IF THE DONOR 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 DONOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH THE DONOR MIGHT OTHERWISE BE ENTITLED.

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

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

X.

THE DONOR 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 THE DONOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, DUE PROCESS AND TAKINGS CLAUSES UNDER THE TEXAS AND UNITED STATES CONSTITUTION, TORT CLAIMS OR CITY'S NEGLIGENCE.

XI.

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

XII.

The City finds that the City of Midland will benefit by allowing the Donor to fund the Improvements described herein. The City finds that this benefit will promote the public health, safety, and public welfare of the citizens of Midland. The City finds that the benefit the City of Midland receives will be efficient and well-planned urban growth and development, in coordination with public services. The benefit is also that this agreement will help preserve and increase the ad valorem tax base of the City.

XIII.

The parties agree that this Agreement does not constitute an agreement for providing goods and/or services to the City as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and the City does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. The City expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this Agreement constitutes a waiver of the City's governmental immunity and the parties expressly agree that this Agreement shall not constitute, nor be interpreted as a waiver of the City's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of the City's governmental immunity for the benefit of any third party lacking privity to the Agreement.

XIV.

The Donor agrees that it shall comply with Texas Government Code Section 2252.908, as amended. The Donor agrees that it shall comply with Texas Local Government Code Section 176.006, as amended. For further instructions on how to comply with Texas Government Code Section 2252.908 and Texas Local Government Code Section 176.006, please go to

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

XV.

The City, in the City's sole discretion, may modify or remove the Improvements at any time. The Donor acknowledges and agrees that the Donor has no expectation that the Improvements, if constructed, will not be modified or removed. In the event that the Improvements are modified or removed after construction, the City shall have no obligation to repay to the Donor any portion of the Donor's payment under this Agreement that was expended by the City to construct the Improvements.

EXECUTED in duplicate the day and year first above written.

CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, Interim City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

GRASSLAND ESTATES WEST HOMEOWNERS' ASSOCIATION

By: _____

Printed Name: James Gerety

Title: President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared James Gerety, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of Grassland Estates West Homeowners' Association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of March, 2021.

RENEE D. MCDOUGLE
Notary Public, State of Texas
Comm. Expires 12-14-2022
Notary ID 131827371

Renee McDougle
Notary Public, State of Texas

Exhibit A

Public Improvements Description

The public improvements shall generally consist of traffic calming chicanes to be located on:

- Homestead Blvd. at the drainage culvert approximately 220 ft east of Mosswood Dr.
- Homestead Blvd. at the drainage culvert approximately 220 ft east of Fringewood Dr.

Each chicane shall be furnished, installed, and maintained by the City, and shall generally be constructed in a configuration and manner similar to that shown on the following illustrations.

Traffic Calming Chicane – Sample Layout



Traffic Calming Chicane – Sample Products

Outside Diverter Islands

PPP Redipave Modular Median





Centerline Divider

RubberForm Products





Both products made of 100% recycled rubber.



Date: 3/25/2021

Legend

Street

Parcel

PACKET

Grassland Estates West Traffic Calming Project

16.17

April 15, 2021

0 250 500 Feet

©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: 17

Meeting Date: April 13, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a right-of-way license between the City of Midland and WPX Energy Permian, LLC, regarding city-owned property described as Sections 6 and 7, Block C-24, Abstract A-1026 and A-1027, Loving County, Texas. (UTILITIES)

Purpose:

This Right of Way will allow WPX Energy Permian, LLC., to build 5,342.21 feet of a thirty (30) foot wide caliche based oilfield road. This road will provide additional access to the company's existing facilities on and off City property. Gates with locks will be installed ar points of city property access.

This Right-of-Way License amendment remains a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees have been collected:

Application fee paid (one time): $1,000

Amended Annual Lease Rate (323.77 rods x $20/rod): $6,475.40

Surface Damages: (323.77 rods x $10/rod): $3,237.70

Total Collected: $10,713.10

Discussion:

The requested right of way is away from all City water wells and associated facilities. Applicant will be granted a temporary Construction ROW of thirty feet (30) and will terminate after construction.

Certificates of Insurance (COI) with City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland has been collected and on file.

City Secretary to record completed License Agreement



City Manager's Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	April 13, 2021
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, Interim City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	WPX Energy Permian, LLC
Licensee's Representative:	**David M. Korell**
Licensee's Mailing Address:	3500 One Williams Center Tulsa, Oklahoma 74172
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.

Licensee desires use of property owned by Licensor in Loving County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

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

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee

commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of SIX THOUSAND FOUR HUNDRED SEVENTY-FIVE and 40/100 Dollars ($6,475.40) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

B. Surface Damage Fee. Licensee shall pay a one-time surface damage fee to Licensor in the amount of THREE THOUSAND TWO HUNDRED THIRTY-SEVEN and 70/100 Dollars ($3,237.70), payable on or prior to the Commencement Date.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of SIX THOUSAND FOUR HUNDRED SEVENTY-FIVE and 40/100 Dollars ($6,475.40), which shall be payable each year on or before the anniversary of the Commencement Date of this License.

D. Application Fee. At the same time the first year License Fee is due, Licensee shall pay a non-refundable one-time fee of ONE THOUSAND and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

E. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the Annual Fee. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the Annual Fee, then the Annual Fee shall be determined by Licensor in its sole discretion, provided the new Annual Fee shall not exceed twenty-five percent (25%) of the Annual Fee paid for the last year of the Initial Term.

F. Delivery of Payment. The License Fee payment shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being sixty (60) feet in width of the location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a thirty (30) foot wide caliche based road, to have the right of ingress and egress at convenient points for such purpose, and said construction width shall revert to thirty (30) feet after the road is completed. **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the road described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the road described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Depth. Intentionally omitted.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY**

DAMAGES TO LICENSEE'S ROAD ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any part of the road built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed." Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate Licensee's road, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):

- Personal Injury: $1,000,000.00 per person
  $1,000,000.00 per occurrence
- Property Damage: $100,000.00 per occurrence

Business Automobile Liability: $1,000,000.00 combined single limit--

	Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT

ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S ROAD IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE ROAD DESCRIBED HEREIN.

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

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING

ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

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

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE, THE CONSTRUCTION, OR INTERPRETATION, VALIDITY OR BREACH OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE

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

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a

party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from

using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, Interim City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
WPX ENERGY PERMIAN, LLC

By: _____
Printed Name: David M. Korell
Title: Attorney-in-Fact

MW/BK

LEGAL
TLM

THE STATE OF ~~Tulsa~~ OKLAHOMA §
§
COUNTY OF Tulsa §

BEFORE ME, the undersigned authority, on this 12 day of MARCH, 2021 personally appeared David M. Korell an officer of WPX Energy Permian, LLC known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of MARCH, 2021.

Notary Public
State of Oklahoma
CHRISTINE A. KENNON
TULSA COUNTY
COMMISSION #13006177
Comm. Exp. 07-05-2021

_____
Notary Public, State of OKLAHOMA

Reference No. 21-495-007

1000 Ledgelawn Dr
Conway, Arkansas 72034
Crafton Tull
surveying
501.328.3316 | 501.328.3325 f
www.craftontull.com

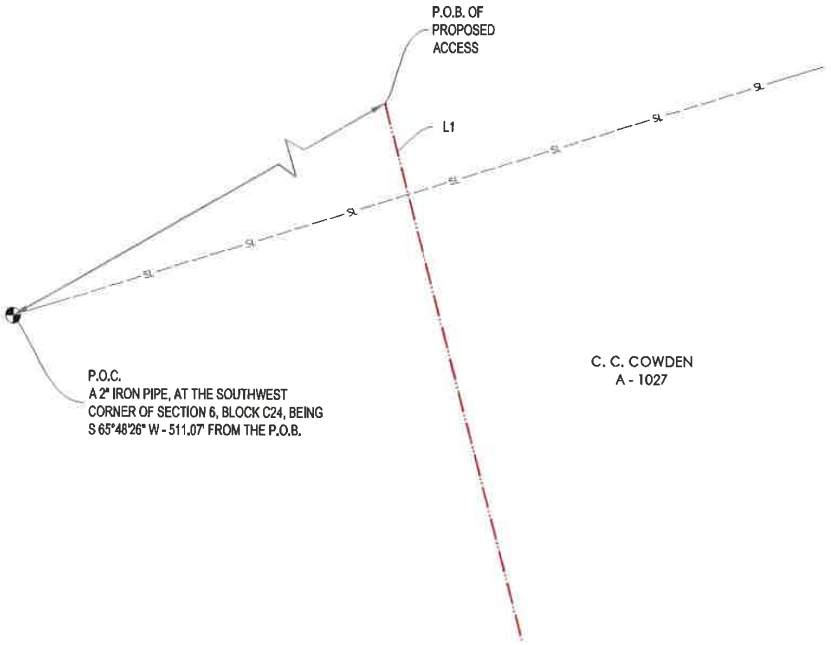
EXHIBIT "A"

LEGEND

SL	SECTION LINE
	EXISTING PIPELINE ROUTE
OH	OVERHEAD ELECTRIC
	FENCE
	EDGE OF EXISTING ROAD
	CL OF PROPOSED ACCESS EASEMENT
	EDGE OF PROPOSED ACCESS EASEMENT
	PROPOSED PIPELINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
LF	LINEAR FEET
	POWER POLE
	PROPOSED WELL LOCATION
	EXISTING WELL LOCATION
	FOUND MONUMENT (AS NOTED)

GRID NORTH (NAD 83)
TEXAS - CENTRAL ZONE

641.73 ACRES
SECTION 6 - BLOCK C24
C. C. COWDEN
A - 1026
TOTAL: (4.31 RODS)



LINE #	BEARING	DISTANCE
L1	S 15°43'14" E	71.05'

GRAPHIC SCALE IN FEET
100' 50' 0 100'

STATE OF TEXAS
REGISTERED
SHANNON D. OZMENT
6542
PROFESSIONAL
LAND SURVEYOR

3/1/2021

GENERAL NOTES
1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/ STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/ STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/ STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.
2. BASIS OF BEARINGS : TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.
3. VERTICAL DATUM IS NAVD 88.
4. AREAS, DISTANCES, AND COORDINATES ARE "GRID" BASED ON U.S. SURVEY FEET.
5. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
6. ALL LEASE AND TRACT INFORMATION SHOWN HERE ON IS DONE SO BY LIMITED DEED RECORD INFORMATION ONLY. ALL ACREAGE SHOWN ARE BY DEED AND LEASE CALL EXCEPT WHERE NOTED.

CONTACT INFORMATION:
Shannon D. Ozment
Crafton Tull (10193715)
1000 Ledgelawn Dr.
Conway, AR 72034

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION PREPARED FOR THIS TRACT OF LAND.

REVISION	"COM SECTION 7, BLOCK C24 ROAD"	
---- ----	PROPOSED ACCESS SECTION 6, BLOCK C24 LOVING COUNTY, TEXAS	WPXENERGY
	SCALE: 1" = 100' / CHECKED BY: L.DOW / APPROVED BY: FRANS	
	PLOT DATE: 03-01-2021 / DRAWN BY: HFD / SHEET NO.: 2 OF 4	

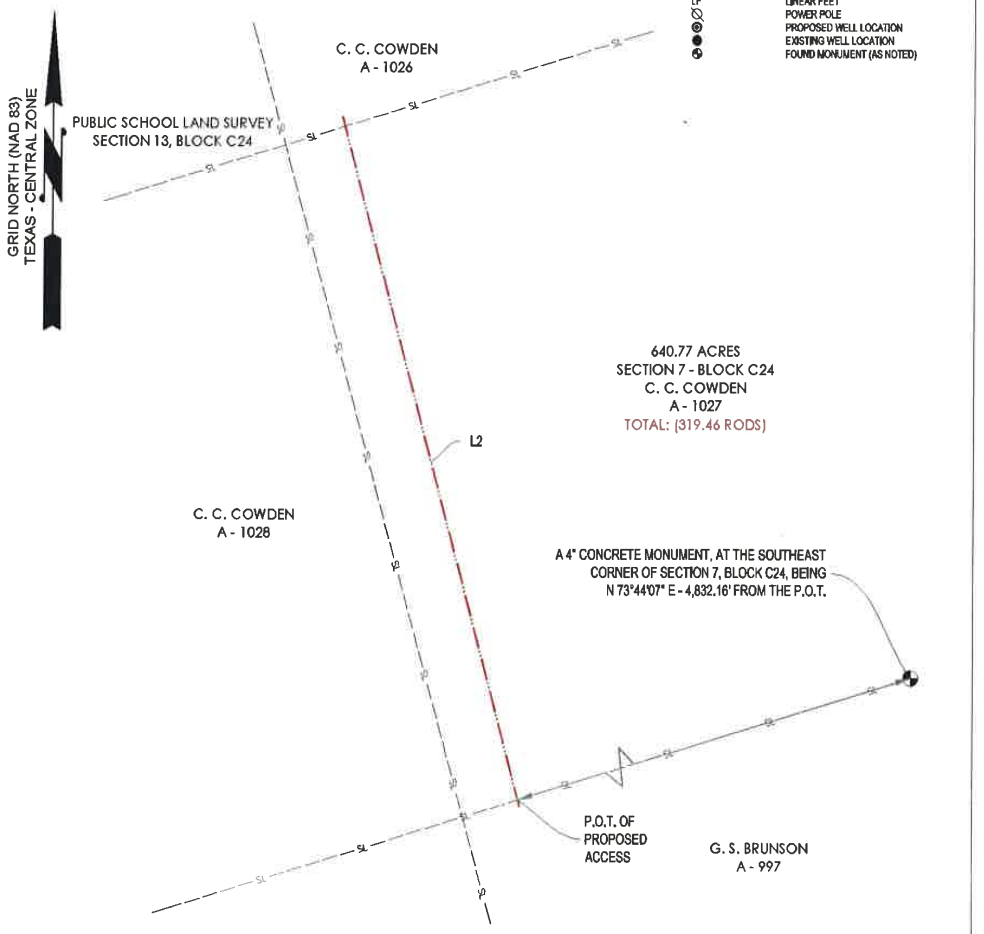
G:\809-1 FELIX ENERGY\500+ PROJECTS\8901SV0568 COM SECTION 12, BLOCK C24 ROAD\COM SECTION 12, BLOCK C24 ROAD.DWG 3/1/2021 10:41:28 AM HD1367

1000 Ledgelawn Dr
Conway, Arkansas 72034
Crafton Tull
surveying
501.328.3314 | 501.328.3325 f
www.craftontull.com

EXHIBIT "A"

LEGEND

SL	SECTION LINE
	EXISTING PIPELINE ROUTE
OHE	OVERHEAD ELECTRIC
	FENCE
	EDGE OF EXISTING ROAD
	CL OF PROPOSED ACCESS EASEMENT
	EDGE OF PROPOSED ACCESS EASEMENT
	PROPOSED PIPELINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
LF	LINEAR FEET
	POWER POLE
	PROPOSED WELL LOCATION
	EXISTING WELL LOCATION
	FOUND MONUMENT (AS NOTED)



LINE #	BEARING	DISTANCE
L2	S 15°43'14" E	5,271.17'

GRAPHIC SCALE IN FEET

1000' 500' 0 1000'

GENERAL NOTES

1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/ STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.
2. BASIS OF BEARINGS : TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.
3. VERTICAL DATUM IS NAVD 88
4. AREAS, DISTANCES, AND COORDINATES ARE "GRID" BASED ON U.S. SURVEY FEET.
5. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
6. ALL LEASE AND TRACT INFORMATION SHOWN HERE ON IS DONE SO BY LIMITED DEED RECORD INFORMATION ONLY. ALL ACREAGE SHOWN ARE BY DEED AND LEASE CALL EXCEPT WHERE NOTED.

CONTACT INFORMATION:
Shannon D. Ozment
Crafton Tull (10193715)
1000 Ledgelawn Dr.
Conway, AR 72034

STATE OF TEXAS
REGISTERED
SHANNON D. OZMENT
6542
PROFESSIONAL
LAND SURVEYOR

3/1/2021

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION PREPARED FOR THIS TRACT OF LAND.

REVISION	"COM SECTION 7, BLOCK C24 ROAD"	WPXENERGY
	PROPOSED ACCESS SECTION 7, BLOCK C24 LOVING COUNTY, TEXAS	
	SCALE: 1" = 1000' / CHECKED BY: L.DOW / APPROVED BY: FRANS PLOT DATE: 03-01-2021 / DRAWN BY: HFD / SHEET NO.: 3 OF 4	

G:\809-1 FELIX ENERGY\500+ PROJECTS\8901SV0568 COM SECTION 12, BLOCK C24 ROAD\COM SECTION 12, BLOCK C24 ROAD.DWG 3/1/2021 10:41:32 AM HD1367

1000 Ledgelawn Dr.
Conway, Arkansas 72034
Crafton Tull
surveying
501.328.3316 | 501.328.3325
www.craftontull.com

LEGAL DESCRIPTION

"COM SECTION 7, BLOCK C24 ROAD":

A CENTERLINE DESCRIPTION OF A PROPOSED ACCESS IN, OVER, ACROSS, AND THROUGH SECTION 6, ABSTRACT NUMBER 1026, AND SECTION 7, ABSTRACT NUMBER 1027, BOTH IN BLOCK C24, LOVING COUNTY, TEXAS, C. C. COWDEN, ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH IRON PIPE, AT THE SOUTHWEST CORNER OF SECTION 6, BLOCK C24, LOVING COUNTY, TEXAS; THENCE N 65°48'26" E A DISTANCE OF 511.07 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 15°43'14" E A DISTANCE OF 71.05 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 6, BLOCK C24, AND THE NORTH LINE OF SAID SECTION 7, BLOCK C24;
THENCE S 15°43'14" E A DISTANCE OF 5,271.17 FEET TO THE POINT OF TERMINATION, SAID POINT BEING S 73°44'07" W A DISTANCE OF 4,832.16 FEET FROM A 4 INCH CONCRETE MONUMENT, AT THE SOUTHEAST CORNER OF SECTION 7, BLOCK C24, LOVING COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 5,342.22 FEET OR 323.77 RODS, MORE OR LESS.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET
THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.

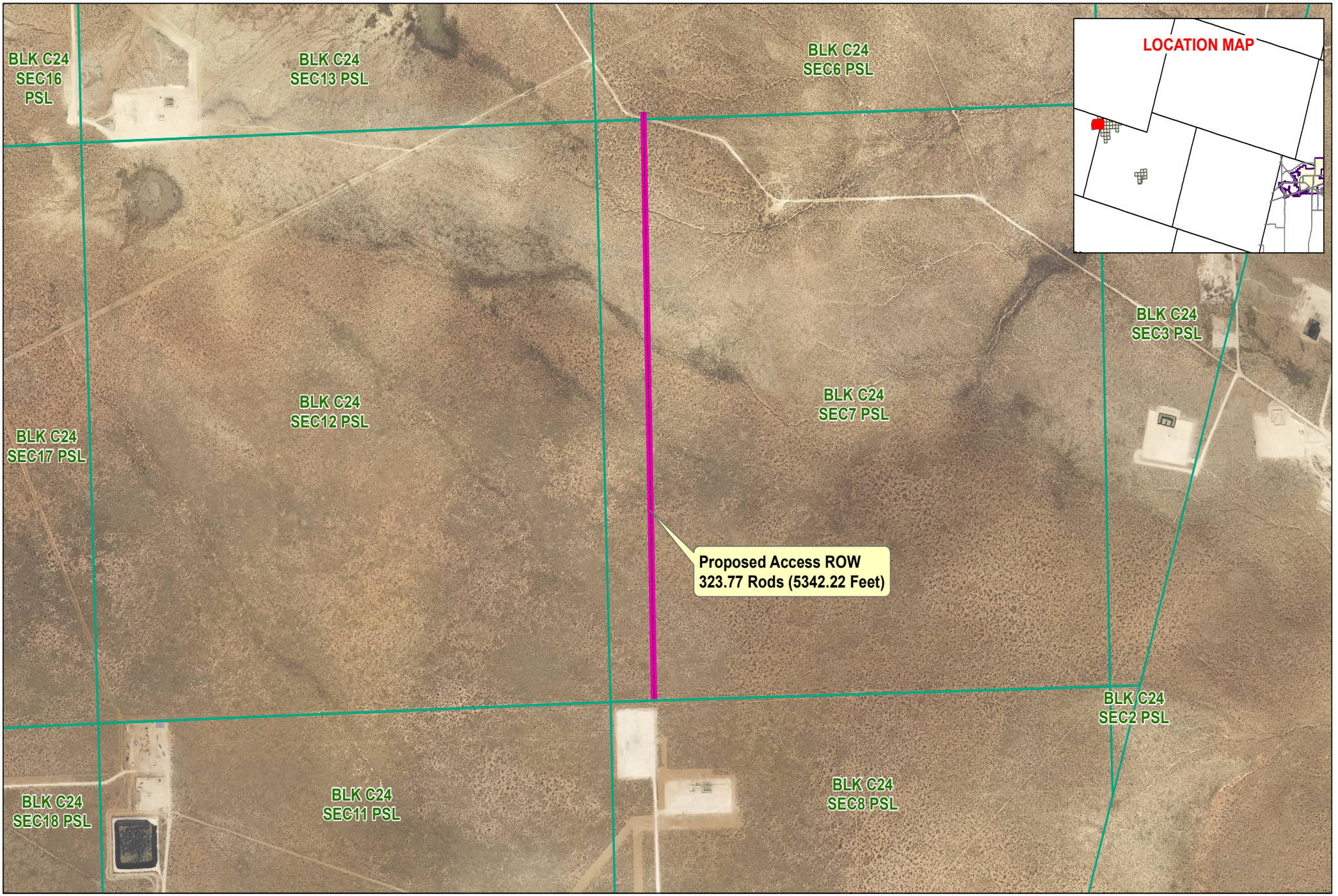
CONTACT INFORMATION:
Shannon D. Ozment
Crafton Tull (1019371S)
1000 Ledgelawn Dr.
Conway, AR 72034

STATE OF TEXAS
REGISTERED
SHANNON D. OZMENT
6542
PROFESSIONAL
LAND SURVEYOR

3/1/2021

REVISION	"COM SECTION 7, BLOCK C24 ROAD"	
	SECTIONS 6 & 7, BLOCK C24 PROPOSED ACCESS LOVING COUNTY, TEXAS	WPXENERGY
	PLOT DATE: 03-01-2021	CHECKED BY: L. DOW DRAWN BY: HFD
		APPROVED BY: FRANS SHEET NO.: 4 OF 4

G:\B09-1 FELIX ENERGY\500+ PROJECTS\B901SV0568 COM SECTION 12, BLOCK C24 ROAD\COM SECTION 12, BLOCK C24 ROAD.DWG 3/1/2021 10:41:32 AM HD1367



Date: 2/26/2021

Legend

- Proposed ROW
- Survey Section

PACKET

17.18

WPXEnergy Proposed Access ROW

April 13, 2021

0 500 1,000 Feet

©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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2020

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

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

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 800-476-2211 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED WPX Energy, Inc., including WPX Energy Permian, LLC P.O. Box 3102 Tulsa, OK 74101	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Liberty Mutual Fire Insurance Company / 23035 **INSURER B :** LM Insurance Corporation / 33600 **INSURER C :** Allianz Global Corporate & Specialty **INSURER D :** Underwriters@Lloyds/Certain Other Cos **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 6AZY969D **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	ME2017638	11/01/2020	11/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	AS2-641-445700-020	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $	X	X	ME2017638	11/01/2020	11/01/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC5-641-445700-010	11/01/2020	11/01/2021	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
D	Control of Well			ME2017657 F20PKGH13258 HO20OFE0BLFV701	11/01/2020	11/01/2021	Per Occurrence (Drilling) Per Occurrence (Producing) Care, Custody & Control	$ 40,000,000 $ 25,000,000 $ 20,000,000

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

Certificate Holder is included as Additional Insured (excluding Workers' Compensation) and Waiver of Subrogation applies except where not permissible by law if required by written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland, TX 79701

PACKET 17.19

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

April 13, 2021

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

WPX ENERGY PERMIAN LLC
PO BOX 21358
TULSA OK 74121-1358

Company Number: 3035
CHECK NUMBER: 3035043776

PAY DATE	SUPPLIER NO.	SUPPLIER NAME	CHECK TOTAL
Mar 02, 2021	536995	CITY OF MIDLAND	$6,475.40

Invoice Date	Invoice No.	Invoice / Credit Memo Invoice Description	Gross	Discount	Net
03/01/2021	01MAR2021A	ROAD ROW LICENSE FEE	$6,475.40	$0.00	$6,475.40
		Totals	$6,475.40	$0.00	$6,475.40

Supplier Support 1-866-581-4981

THIS CHECK HAS A COLORED FACE ON WHITE STOCK AND AN ARTIFICIAL WATERMARK ON THE BACK.

WPX ENERGY PERMIAN LLC
PO BOX 21358
TULSA OK 74121-1358
Company Number: 3035

JPMORGAN CHASE
TULSA OK 74172
70-2322/719

Check Number: 3035043776
Check Date : Mar 02, 2021

Six Thousand Four Hundred Seventy Five Dollars and 40 Cents Only**********

PAY (USD)	$6,475.40

Pay To The Order Of
CITY OF MIDLAND
300 N LORAINE
MIDLAND, TX 79701 US

Authorized Signature

⑈3035043776⑈ ⑆071923226⑆ 00940390⑧⑈

PACKET
17.20
April 13, 2021

WPX ENERGY PERMIAN LLC
PO BOX 21358
TULSA OK 74121-1358

Company Number: 3035
CHECK NUMBER: 3035043775

PAY DATE	SUPPLIER NO.	SUPPLIER NAME	CHECK TOTAL
Mar 02, 2021	536995	CITY OF MIDLAND	$3,237.70

Invoice Date	Invoice No.	Invoice / Credit Memo Invoice Description	Gross	Discount	Net
03/01/2021	01MAR2021	ROAD ROW SURFACE DAMAGE FEE	$3,237.70	$0.00	$3,237.70
		Totals	$3,237.70	$0.00	$3,237.70

Supplier Support 1-866-581-4981

THIS CHECK HAS A COLORED FACE ON WHITE STOCK AND AN ARTIFICIAL WATERMARK ON THE BACK.

WPX ENERGY PERMIAN LLC
PO BOX 21358
TULSA OK 74121-1358
Company Number: 3035

JPMORGAN CHASE 70-2322/719
TULSA OK 74172

Check Number: 3035043775
Check Date : Mar 02, 2021

Three Thousand Two Hundred Thirty Seven Dollars and 70 Cents Only**********

PAY (USD)	$3,237.70

Pay To The Order Of
CITY OF MIDLAND
300 N LORAINE
MIDLAND, TX 79701 US

Authorized Signature

⑈3035043775⑈ ⑆071923226⑆ 009403908⑈

City Council Meeting

Item Number: 18

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,166-SQUARE FOOT PORTION OF LOT 1, BLOCK 27, ORIGINAL TOWN, 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 RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant at 305 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.

Discussion:

Current Zoning:

CB, Central Business District.

Surrounding Zoning and Land Use:

The property is located at 305 W. Ohio Avenue, in the CB, Central Business District. The properties to the north, east, south, and west are zoned CB, Central Business District, and the location of an office building, parking lots, and a vacant building.

Discussion:

Cora's Bistro is requesting a Specific Use Designation for the property located at 305 W. Ohio Avenue, 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 the consumption of alcoholic beverages with the approval of a Specific Use Designation.

The restaurant is currently in operation. The floor plan attached hereto as "Exhibit A" illustrates that the establishment will have a total square footage of 1,166 square feet, with an alcohol serviceable area of 583 square feet.

The restaurant has the following hours of operation:

Monday through Friday from 7:00 a.m. to 2:00 p.m.
Saturday from 8:00 a.m. to 12:00 p.m. (noon)

The applicant is proposing the following hours for all alcoholic beverages service:

Monday through Saturday from 7:00 a.m. to 12:00 a.m. (Midnight)
Sunday from 12:00 p.m. (noon) to 9:00 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

Engineering: (Approved)

No objections.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objection to zone change.

Code Administration: (Approved)

The SUD for Cora's is acceptable. The property must adhere to the occupant load of 38 persons. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive plan, Chapter 6 Character Plan - Goal 4, “Encourage the development of places where Midland residents can gather and socialize to build connections” (Tall City tomorrow, page 137).

This request was recommended for approval at the March 1, 2021 Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A through E.

Conditions:

A. That the serviceable area of the restaurant shall be limited to approximately 583 square 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 Saturday from 7:00 a.m. to 12:00 a.m. (Midnight)
Sunday from 12:00 a.m. (noon) to 9:00 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.

Letters of Objection:

As of March 17, 2021, staff has not received any letters of objections.

Attachments:

Floor Plan (Exhibit A)
Site Plan
Application
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,166-SQUARE FOOT PORTION OF LOT 1, BLOCK 27, ORIGINAL TOWN, 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 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 1,166-square foot portion of Lot 1, Block 27, 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 583 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 7:00 a.m. to 12:00 a.m. (midnight); and
Sunday from 12:00 p.m. (noon) to 9:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by

the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

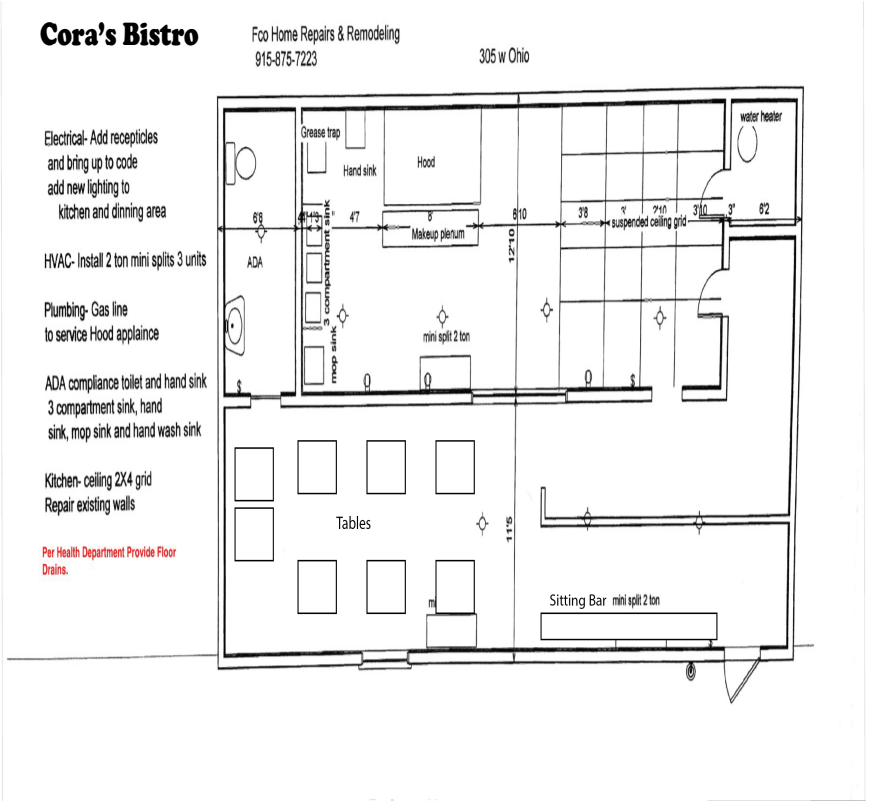
APPROVED ONLY AS TO FORM:

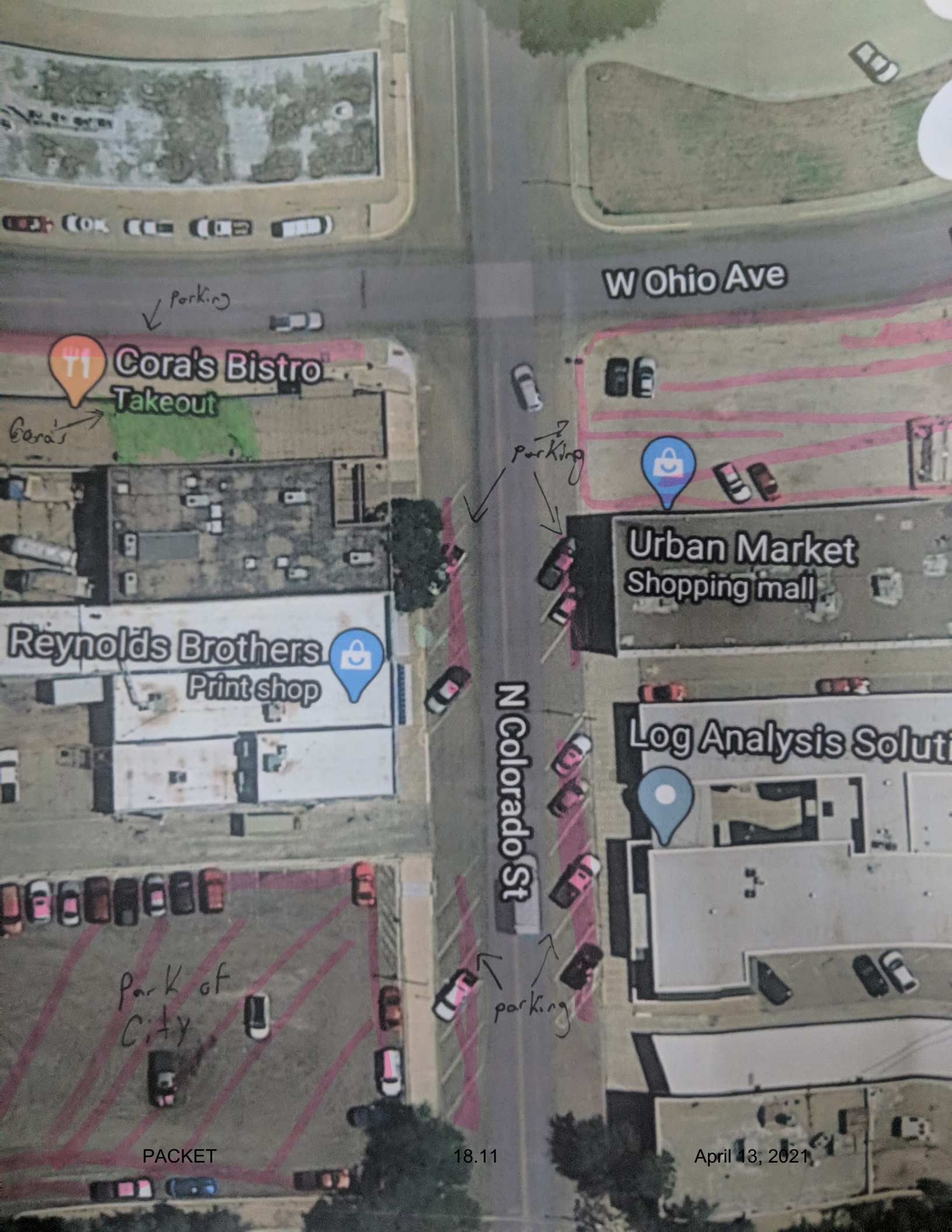
_____
John Ohnemiller, City Attorney

Floor Plan (Exhibit A)

Cora's Bistro

Floor Plan (Exhibit A)




W Ohio Ave
Parking
Cora's Bistro
Takeout
Cora's
Parking
Urban Market
Shopping mall
Reynolds Brothers
Print shop
N Colorado St
Log Analysis Soluti
Park of City
parking

MIDLAND Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-21-0094

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Ana M Armendariz		Phone (432) 413-6503 Email Corasbistro@gmail.com	
Address 4915 Belle Grove Ct.	City Midland	State TX	Zip 79705
Property Owner Printed Name: Sonny Aguilar		Phone (432) 352-6386 Email	
Address P.O Box 7747	City Midland	State TX	Zip 79708
Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: ~~305~~ 305 W. Ohio Ave. Midland, TX. 79705

Business Name: Cora's Bistro

Legal Description
Lot: 1 Block: 27 Subdivision: Original Town

Current Zoning: Commercial

Reason for Request: Beer & Wine

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation: M-F: 7am-2pm Sat: 8am-12pm

Proposed Days and Hours of Alcohol Service: M-F: 7am-2pm Evening Th, F, & S 5pm-9pm
Sat: 8am-12 pm.

Total Square Footage of Business: 1166

Square Footage of Alcohol Serviceable Area: 583

Restroom Fixtures: Men Shared < Women	**Toilets/Urinals:** 1	**Bathroom Sinks:** 1
	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): Ana M. Armendariz	Date: 12/30/20
Applicant (printed): Ana M. Armendariz	
Property Owner (signature):	Date: 12/30/20
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, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

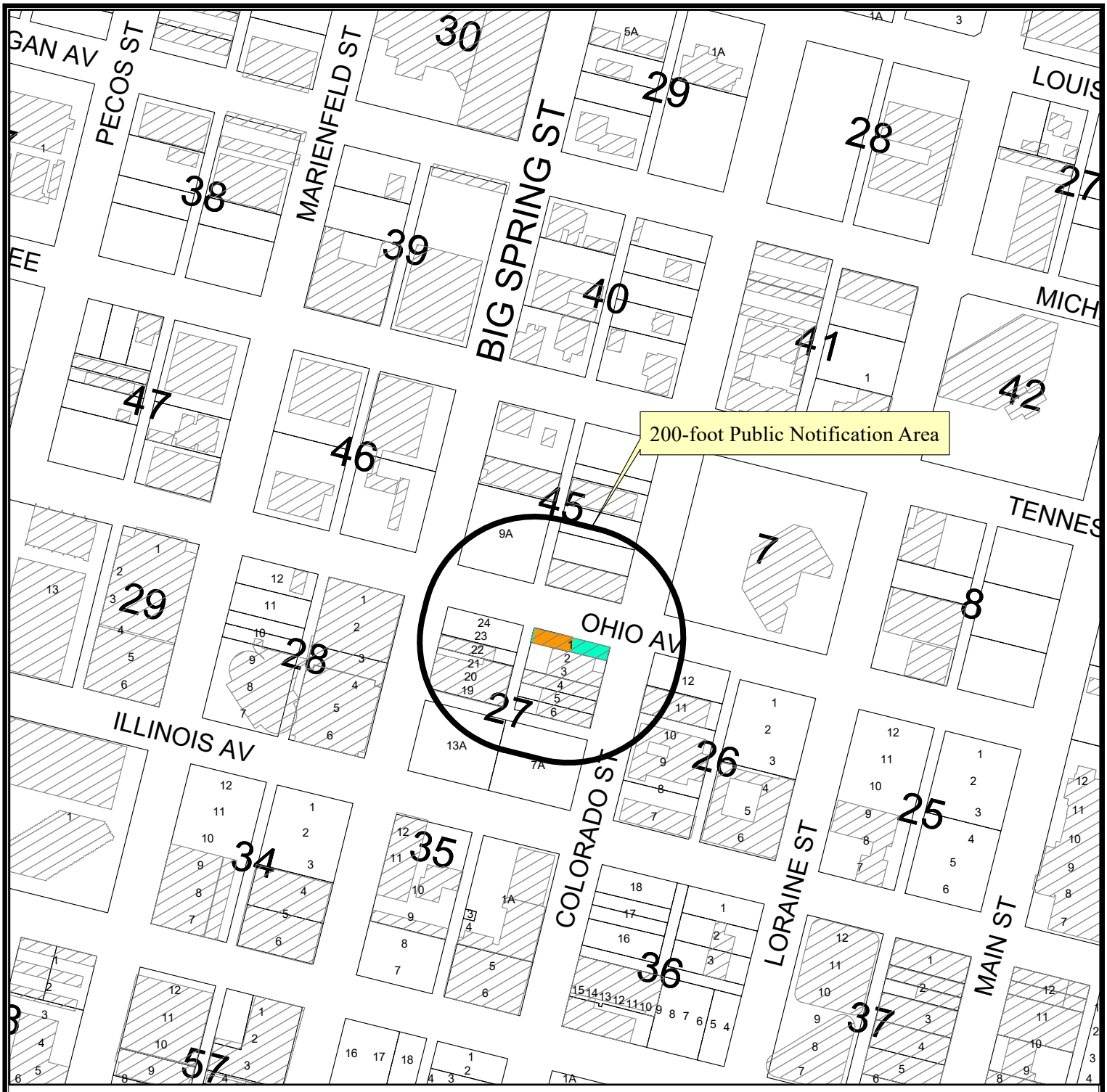
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY		
☑ Property Owner Authorization	☐ Dimensioned Floor Plan	RECEIVED JAN 0 4 2021
☑ Application Fee	☐ Site Plan	
Check # CCA	☐ Plans in Digital Format (PDF/JPEG)	
Received By: Joseph Mamuck	Date: BY:	

Application will not be considered for scheduling until reviewed by a planner.



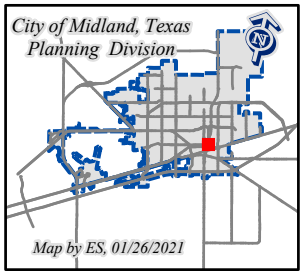
LOCATION MAP

SUD-21-0094 **Scale: 1" = 250'**

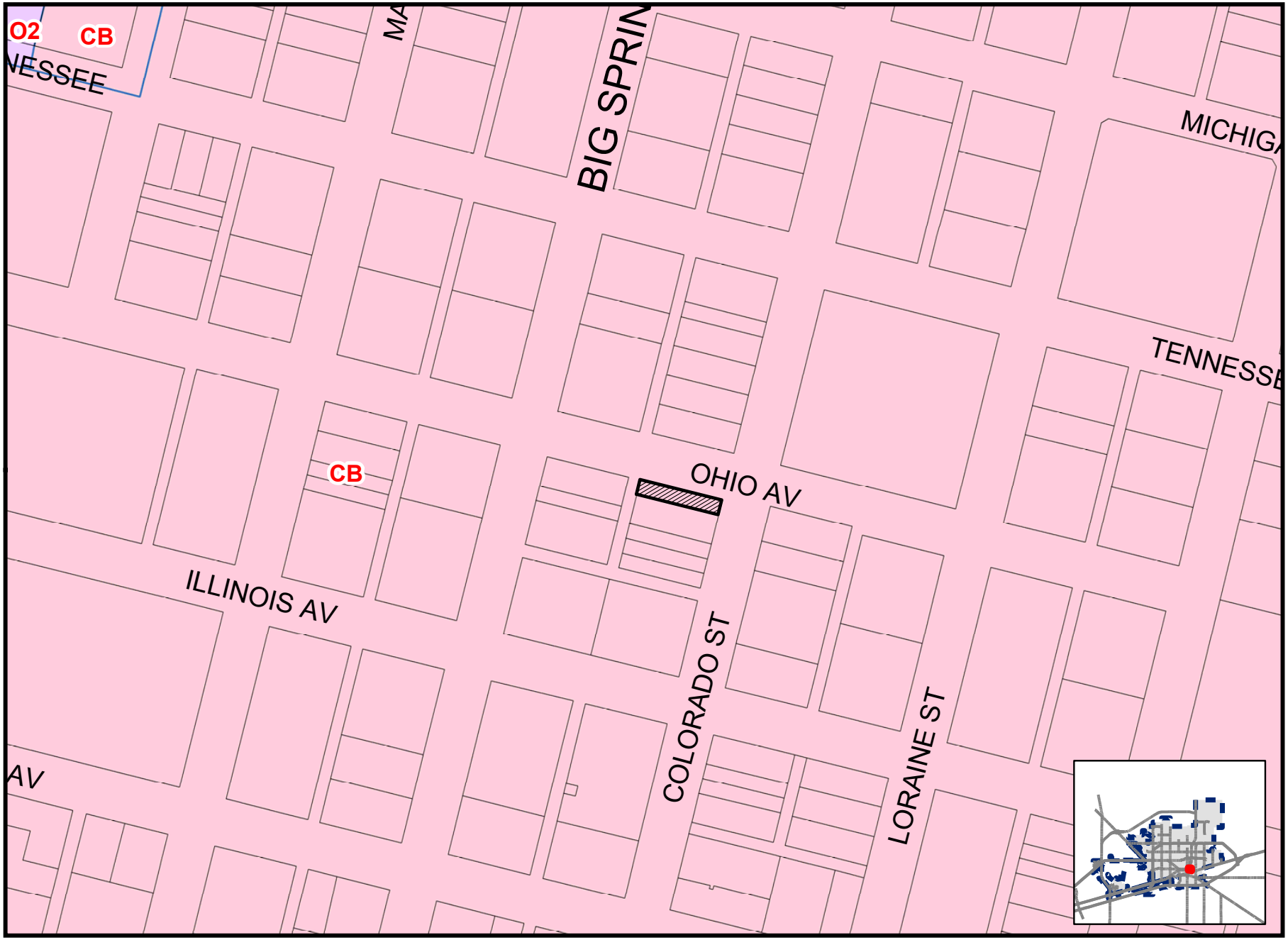
Consider a request by Ana M. Armandariz for a Specific Use Designation with Term for the Sale of all alcoholic beverages, for on premises consumption in a restaurant, on a 1,166 square foot portion of Lot 1, Block 27, Original Town, City and County of Midland, Texas.
Generally located on the southwest corner of the intersection of W. Ohio Avenue and N. Colorado Street (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 13, 2021



Map By ES, 01/26/2021

SUD-21-0094

Scale: 1" = 200'

ZONING MAP

NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.

PACKET
18.16
April 13, 2021




STOP


OPEN


ALLEY
CLOSED
ATM
ALLEY
CLOSED

City Council Meeting

Item Number: 19

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 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 BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Hannah Streun, is requesting a Specific Use Designation with Term (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a bar for Lost Books, LLC, 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.

Discussion:

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.

Discussion:

Lost Books is requesting a Specific Use Designation for the property located at 201 W. Wall Street, Suite 102, to be able to sell all alcoholic beverages for on premises consumption, within a bar. The property is zoned CB, Central Business District, which allows the consumption of alcoholic beverages with the approval of a Specific Use Designation.

The bar 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 bar is proposing the following hours of operation:

Sunday through Saturday from 8:00 a.m. to 11:00 p.m.

The applicant is requesting the same hours for the sale of alcoholic beverages.

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.

Transportation: (Approved)

No objection to zone change.

Code Administration: (Approved)

The SUD for Lost Books is acceptable. The property must adhere to the current maximum occupant load of 65 persons. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive plan, Chapter 6 Character Plan - Goal 4, “Encourage the development of places where Midland residents can gather and socialize to build connections” (Tall City tomorrow, page 137).

This request was recommended for approval at the March 1, 2021 Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, subject to Conditions A through 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:

Sunday through Saturday, from 8:00 a.m. to 11:00 p.m.

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.

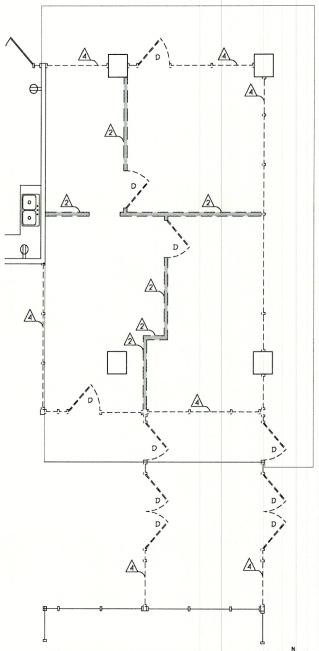
Letters of Objection:

As of March 17, 2021, staff has not received any letters of objections.

Attachments:

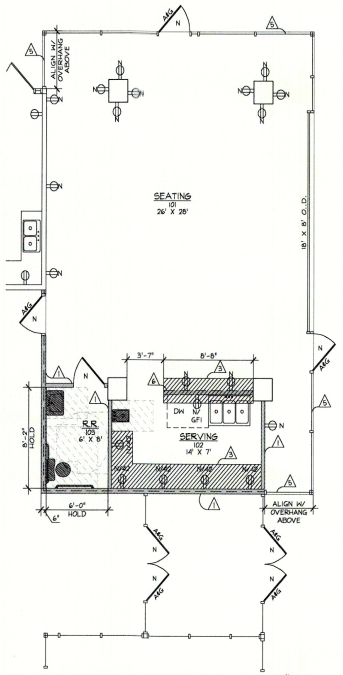
Floor Plan (Exhibit A)
Application
Maps

City Manager's Office



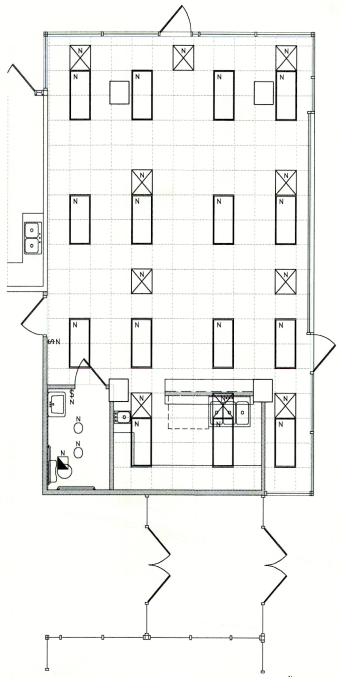
A DEMOLITION PLAN

3/16" = 1'-0"



B BUILD-BACK PLAN

3/16" = 1'-0"



C CEILING PLAN

NOTE

REMODEL NOTES

1. INSTALL NEW PARTITION, SHOWN ON PLAN. NEW PARTITIONS SHALL BE DRYWALL CONSTRUCTION PER PARTITION LEGEND. ALIGN W/ EXISTING CONSTRUCTION OR MULLIONS, TO REMAIN.
2. CAREFULLY REMOVE EXISTING PARTITIONS DASHED. PATCH AND REPAIR ADJACENT SURFACES AS REQUIRED TO NEW FINISHES IF SCHEDULED.
3. NEW BUILT-IN CASEWORK. VERIFY STYLE AND SIZE WITH TENANT.
4. REMOVE EXISTING ALUMINUM ℄ GLASS STOREFRONT
5. INSTALL NEW A&G STOREFRONT AND DOOR. NEW STOREFRONT TO MATCH EXISTING.
6. NEW BUILDING STANDARD DRYWALL PARTITION WITH COUNTERTOP @ 36" A.F.F.

CODE REQUIREMENTS

BUILDING
1. CONSTRUCTION TYPE - IA
2. OCCUPANCY CLASSIFICATION - B
3. PLUMBING FIXTURES - EXISTS
4. FIRE SPRINKLERS - YES
5. NUMBER OF STORIES - 13
6. PARKING- EXISTS
7. ZONING - C-1

OFFICE AREA
1. USEABLE AREA - 959 SQ. FT.
2. WORK AREA - 959 SQ. FT. (60 OCCUPANTS)
3. OCCUPANT LOAD - 60

FINISH MATRIX & SCHEDULE

FLOORS:
CT - BUILDING STANDARD - TILE, GROUT AND SEALER ALLOWANCE PER SQ YD

BASE:
RB - 4" COVED RUBBER BASE, ROPPE OR EQUAL ALLOWANCE PER LINEAR FOOT

WALLS: TAPE, BED, TEXTURE ℄ PAINT
P - T. B. T. ℄ P. NEW WALLS. PATCH AND PAINT EXISTING WALLS.
CT - BUILDING STANDARD - TILE, GROUT AND SEALER ALLOWANCE PER SQ YD

CEILINGS:
2' X 2' - 2' X 2' LAY-IN CEILING - ARMSTRONG ULTIMA - TEGULAR.
P - T. B. T. ℄ P. NEW WALLS. PATCH AND PAINT EXISTING WALLS.

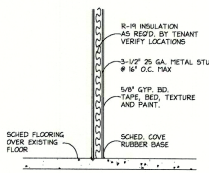
MILLWORK:
BASE CAB ℄ UPPERS. - LAMINATE FRONTS, WILSONART OR EQUAL
TOP ℄ EDGES - PLASTIC LAMINATE, WILSONART OR EQUAL

PAINT ℄ TEXTURE MATERIAL SCHEDULE
ALL ITEMS - (1) OVER MEDIUM DRAG TEXTURE
(2) RE: FINISH NOTES #4 FOR FINISH COATS.
(3) SATIN WALLS, SEMIGLOSS TRIM ℄ CABS

FINISH NOTES
1. ALL COLOR SELECTIONS TO BE SUBMITTED FOR VERIFICATION WITH THETENANT/DESIGNER.
2. SUBMIT TRANSITION STRIPS FOR DISSIMILAR FLOOR SURFACES FOR APPROVAL BY TENANT.
3. SUBMIT ALL ADHESIVES DATA FOR APPROVAL BY BUILDING REPS.
4. PAINT AT NEW WALLS, (1) COAT PRIMER, (1) COAT FINISH. PAINT AT EXISTING WALLS, (1) COAT FINISH, (2) OR MORE IF NEEDED TO COVER PERVIOUS COLOR(S).
5. FOR ANY AND ALL FINISHES AND MATERIALS REFER TO TENANT'S SPECIFICATIONS AND 8TH FLOOR CONSTRUCTION FINISHES. THESE SUPERCEDES ANY AND ALL SPECS THAT ARE LISTED OR REFERRED TO IN THIS SET OF CONSTRUCTION DOCUMENTS.

DEMOLITION NOTES

1. WHERE DEMOLITION OCCURS, REMOVE AND CAP ALL UTILITIES TO SOURCE.
2. REMOVE EXISTING FLOORING AND BASE AS NOTED AND / OR THROUGHOUT. PATCH SLAB / PREPARE FLOOR TO RECEIVE NEW SCHEDULED FINISHES.
3. IF KEYED, REMOVE BUILT-IN CABINETRY, SHELVING OR PLUMBING FIXTURES WHERE INDICATED. SAVE FOR RELOCATION. CAP ANY PLUMBING INSIDE PARTITIONS AND BELOW FLOOR SLAB. PROVIDE FIRE TREATED WOOD BLOCKING IN WALL FOR NEW INSTALLATION, IF APPLICABLE.
4. REMOVE DOORS, FRAMES AND INTERIOR WINDOWS WHERE INDICATED. SAVE FOR RELOCATION OR REUSE.
5. REMOVE ALL ABANDONED CABLES, WIRES AND PIPES IN THE CEILING PLENUM TO THEIR SOURCE WITH IN THE TENANT SPACE. REMOVE ALL ABANDONED TELEPHONE EQUIPMENT.
6. REMOVE SUPPLEMENTAL H.V.A.C. UNITS AND RELATED EQUIPMENT NOT INTENDED FOR REUSE.
7. REMOVE PARTITIONS WHERE INDICATED. REMOVE OUTLETS AND SWITCHES IN THESE PARTITIONS, DISCONNECT OR RELOCATE IN MAIN PANEL. AT DATA OUTLETS, REMOVE ASSOCIATED CABLING BACK TO SOURCE.
8. INCORPORATE ANY EXISTING WALL OUTLETS AND LIGHT SWITCHES INTO THE SCOPE OF WORK INDICATED. ANY EXISTING DUPLEX OUTLETS IN PARTITIONS SHALL REMAIN.
9. REMOVE ANY EXISTING FLOOR OUTLETS, POWER POLES AND WIREMOLD UNLESS OTHERWISE INDICATED. SAVE FOR RELOCATION.
10. REMOVE ANY SPEAKERS AND CONTROL DEVICES UNLESS OTHERWISE INDICATED. OFFER TO LANDLORD FOR REUSE.
11. REMOVE ANY VISUAL AID FIXTURES AND CONTROL DEVICES UNLESS OTHERWISE INDICATED. OFFER TO LANDLORD FOR REUSE.
12. PATCH AND REPAIR FLOOR, WALL AND CEILING SURFACES TO RECEIVE NEW SCHEDULED FINISHES. RETURN SURFACES TO REQUIRED FIRE SEPARATION RATINGS.
13. PATCH ALL DEMOLITION SCARS.



1 TYPICAL WALL SECTION

AT INTERIOR WALL — 1/2" = 1'-0"

GENERAL CONSTRUCTION NOTES

1. FOR ANY AND ALL FINISHES AND MATERIALS REFER TO TENANT'S SPECIFICATIONS AND 8TH FLOOR CONSTRUCTION FINISHES. THESE SUPERCEDE ANY AND ALL SPECS THAT ARE LISTED OR REFERRED TO IN THIS SET OF CONSTRUCTION DOCUMENTS.
2. ALL PLAN DIMENSIONS ARE NOMINAL TO DRYWALL. FOR EXACT DIMENSIONS, SEE WALL SECTIONS AND DETAILS.
3. VERIFY LOCATIONS OF EXISTING UTILITIES AND CONSTRUCTION CONDITIONS WITH FIELD MEASUREMENTS.
4. DIMENSIONS SHOWN SHOULD BE FIELD VERIFIED AND SPECIAL CARE SHOULD BE TAKEN TO MATCH FINISH ELEMENTS OF THE NEW PARTITIONS WITH EXISTING FINISH ELEMENTS OF COLUMNS, PARTITIONS AND STRUCTURAL COMPONENTS WHERE APPLICABLE.
5. CARE SHALL BE TAKEN AT ALL TIMES DURING CONSTRUCTION TO PROTECT THE PROPERTY OF THE OWNER.
6. FIELD VERIFY CONDITIONS THAT MAY CONFLICT WITH CONSTRUCTION INCLUDING ELECTRICAL, MECHANICAL, PLUMBING, ETC., ESPECIALLY AT AREAS WHERE PARTITIONS ARE BRACED UP TO STRUCTURE.
7. ALL WORK SHALL COMPLY WITH THE CURRENT VERSION OF ALL APPLICABLE LAWS, CODES, REGULATIONS, OR ORDINANCES OF FEDERAL, STATE ℄ LOCAL AUTHORITIES, INCLUDING THE AMERICANS WITH DISABILITIES ACT (ADA).
8. GENERALLY ON SURFACES REQUIRING NEW FINISHES, SUCH AS PAINTS, CEILINGS, FLOORINGS ℄ BASE; FILL, PATCH ℄ SAND EXISTING SURFACES AS REQUIRED PRIOR TO RECEIVING NEW FINISHES. REMOVE EXISTING FLOORING PRIOR TO INSTALLATION OF NEW FLOORING, UNLESS OTHERWISE NOTED. REFER TO SCHEDULED FINISHES FOR THE AREAS RECEIVING NEW FINISHES.
9. PAINT ALL EXPOSED WALLS. REFER TO ROOM FINISH SCHEDULE FOR COLOR.
10. ALL EXISTING WALL COVERINGS TO BE REMOVED. FLOAT, PATCH, SAND AND PREP, TEXTURE TO MATCH ADJACENT WALLS CORNER TO CORNER, TO RECEIVE NEW PAINT.
11. ALL REMODELED AREAS SHALL BE LEFT IN LIKE NEW CONDITION. THIS INCLUDES ALL ALTERED AREAS, WHETHER COVERED BY A SPECIFIC NOTE OR NOT. IF THERE IS NO SPECIFIC NOTE TO COVER SUCH CONDITION, FINISHES SHALL MATCH ADJACENT EXISTING OR NEW MATERIALS, WHICHEVER IS APPLICABLE. PATCH AND REPAIR SHEETROCK AS NEEDED.
12. AS REQUIRED TO COMPLY WITH CODE, RELOCATE EXISTING SPRINKLER HEADS, FIRE STROBES, AND SMOKE DETECTORS AS REQUIRED.
13. ADD NEW SPRINKLER HEADS, FIRE STROBES, AND SMOKE DETECTORS AS REQUIRED TO COMPLY WITH LOCAL BUILDING CODES.
14. REMOVE ALL UNUSED WALL RECEPTACLE BOXES. PATCH WALLS, TAPE, BED, TEXTURE AND PAINT.
15. ALL INDIVIDUAL ROOM SIGNS, NAME/NUMBER, PLATES TO BE REMOVED. WALL TO BE PATCHED, FLOATED, TEXTURED AND PREPARED TO RECEIVE NEW PAINT.
16. ALL BUILDING MINI-BLINDS MUST BE PULLED UP AND PROTECTED DURING THE ENTIRE CONSTRUCTION PROJECT. REPAIR OR REPLACE BLINDS AS NEEDED.
17. REMOVE ALL PLENUM RATED CABLE ABOVE THE CEILING.
18. G.C. TO REMOVE EXISTING LIGHT FIXTURES. REFER SPEC BOOK FOR NEW FIXTURE TYPE AND MODEL.
19. RACO TRIT TO MATCH THROUGHOUT SPACE. ALIGNED AND LEVELED, WETHER AFFECTED BY THIS REMODEL OR PREVIOUS WORK. RUN FACTORY FULL LENGTHS OF TRIM, DO NOT PIECE TOGETHER. REPLACE ANY "PIECED RUNS" WITH FULL LENGTH TRIM. MUST BE APPROVED BY BUILDING REP PRIOR TO COMPLETION.
20. WHETHER AFFECTED BY THIS REMODEL OR PREVIOUS ALTERATIONS, ALL AREA MUST BE CLEANED AND LEFT IN LIKE NEW CONDITION FOR BUILDING REP APPROVAL.
21. ADD DEMISING SEPARATION BETWEEN LEASE SPACES, ABOVE WALL IN CEILING SPACE, IF REQUESTED BY TENANT.

MECHANICAL NOTES

1. COORDINATE EXACT LOCATIONS OF CEILING DIFFUSERS AND GRILLES WITH ELECTRICAL/REFLECTED CEILING PLAN.
2. COORDINATE EXACT ROUTING OF DUCTWORK ABOVE CEILING WITH STRUCTURAL FRAMING MEMBERS. VERIFY SIZES AND LOCATION OF SAID FRAMING MEMBERS.
3. DUCT SYSTEM SHALL BE PROPERLY SEALED, HUNG, SUPPORTED, STIFFENED, ETC.
4. PROVIDE FIREDAMPERS NEW OR EXISTING AT MECHANICAL PENETRATIONS OF NEW FIREWALLS AS REQUIRED BY CODE. FIELD VERIFY PRIOR TO BID.
5. VERIFY EXACT SIZE AND LOCATIONS OF EXISTING TRUNK LINES AND FLEX. MAINTAIN AND EXTEND EXISTING DUCTS AS REQUIRED FOR PROPER SERVICE IN NEW CONFIGURATION.
6. BALANCE HVAC SYSTEM WITHIN THE SPACE AS REQUIRED FOR PROPER SERVICE.
7. ALL THERMOSTATS TO BE MOUNTED @ 70" A.F.F. IN THE OPEN OFFICE AREA.
8. ENGINEER / REWORK HVAC AS REQUIRED TO COMPLY WITH NFPA 90A.
9. FURNISH AND INSTALL T-STATS, DIFFUSERS, SUPPLY AND RETURN AIR GRILLES, ETC., AS REQUIRED.
10. FURNISH AND INSTALL HVAC SYSTEM AS REQUIRED TO COMPLY WITH CURREIT CODE.
11. REBALANCE ENTIRE SUITE UPON COMPLETION OF CONSTRUCTION. PROVIDE TEST AND BALANCE REPORT TO LANDLORD / TENANT.
12. ALL HVAC TO BE BUILDING STANDARD.
13. CLEAN ALL EXISTING AND RELOCATED HVAC SUPPLY AND RETURN AIR GRILLS AS REQUIRED.

ELECTRICAL LEGEND

- NEW 2' X 4' LED LIGHT FIXTURE TO BE PLACED IN EXISTING FIXTURE LOCATION.
- N — NEW BUILDING STANDARD 2'X2' H.V.A.C. SUPPLY AIR GRILLE
- EXIST. 2'X2' H.V.A.C. RETURN AIR GRILLE TO REMAIN.
- N — NEW EXIT LIGHT.
- EXIST. SPRINKLER HEAD TO REMAIN
- N — NEW LED CAN LIGHT FIXTURE.
- N — NEW DUPLEX OUTLET.
- N — NEW QUAD OUTLET.
- N — NEW TELEPHONE/DATA OUTLET
- EXIST. SWITCH LOCATION TO REMAIN. REPLACE WITH NEW OCCUPANCY SENSOR SWITCH
- N — NEW OCCUPANCY SENSOR SWITCH
- EXIST. THERMOSTAT LOCATION TO REMAIN. REPLACE WITH NEW BUILDING STANDARD THERMOSTAT.

PLUMBING LEGEND

- NEW FREE STANDING 3 BASIN SINK
- NEW WALL MOUNT HAND SINK
- NEW WALL MOUNT HAND SINK
- NEW HANDICAP WATER CLOSET.
- NEW H.C GRAB BARS. RE: ADA PLANS FOR INSTALLATION STANDARDS. PROVIDE BLOCKING IN WALLS FOR MOUNTING.

1. VERIFY ALL FIXTURE SELECTIONS WITH THE OWNER ℄ TENANT.
2. REFER TO TRANSWESTERN 6TH FLOOR CONSTRUCTION FINISHES AND SPEC SHEETS BOOKLET FOR ALL FIXTURE SELECTIONS.

PARTITION LEGEND

- EXISTING PARTITION TO REMAIN
- EXISTING PARTITION TO BE REMOVED
- EXISTING ALUMINUM ℄ GLASS STOREFRONT TO BE REMOVED
- NEW BLD'G. STANDARD DRYWALL PARTITION TO CEILING HEIGHT.
- NEW BLD'G. STANDARD DRYWALL PARTITION TO DECK

DOOR SCHEDULE

- EXISTING DOOR, FRAME ℄ HARDWARE TO BE REMOVED.
- EXISTING BUILDING STANDARD FIRE DOOR, FRAME AND HARDWARE TO REMAIN.
- N — 1, RIGHT HANDED, NEW OR RELOCATED DOOR, FRAME AND HARDWARE.
- A&G N — 2, RIGHT HANDED, NEW STOREFRONT DOOR, FRAME AND HARDWARE TO MATCH EXISTING.
- A&G N — 1, LEFT HANDED, NEW STOREFRONT DOOR, FRAME AND HARDWARE TO MATCH EXISTING.
- A&G N N A&G — 2, PAIR, NEW STOREFRONT DOOR, FRAME AND HARDWARE TO MATCH EXISTING.

HARDWARE NOTES:
1. SUPPLY TEMPORARY REMOVABLE CYLINDER CORES AND REQUIRED CONSTRUCTION KEYS. PERMANENT KEY SYSTEM SHALL BE BASED ON THE OWNER'S EXISTING GRAND MASTER AND MASTER KEYING SHALL BE FURNISHED AND INSTALLED BY THE G.C. AT LEASE SPACE ENTRY DOOR(S).

SCHEDULE NOTES:

DOORS:
INTERIOR -
★ - 1 3/4" x 3'-0" X 7'-0" 1 HR. (20 MIN.) FIRE DOOR STAIN GRADE ASH.

FRAMES:
INTERIOR - PREHUNG, FIRE RATED, TYPE "H" WOOD, PAINTS.

ELECTRICAL NOTES

1. ALL ELECTRICAL TO BE INSTALLED IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL GOVERNING CODES.
2. VERIFY ELECTRICAL SERVICE POINTS AND LOCATIONS PRIOR TO CONSTRUCTION. COORDINATE WORK WITH OWNER PRIOR TO DISCONNECT OF SERVICE.
3. COORDINATE LOCATION OF CEILING SUPPLY GRILLES WITH LIGHT FIXTURE LOCATIONS.
4. ALL ELECTRICAL EQUIPMENT MUST BE UL APPROVED.
5. ALL ELECTRICAL SERVICE REQUIREMENTS REQUIRED FOR NEW CONFIGURATION ARE EXISTING. VERIFY EXACT LOCATIONS AND AVAILABILITY OF AN ADEQUATE NUMBER OF SPARES AT EXISTING ELECTRICAL PANELS PRIOR TO BID.
6. CONTRACTOR SHALL PROVIDE 2X4 BOXES W/ 3/4" CONDUIT ℄ PULL-STRINGS @ NEW DROPS. ALL DATA CIRCUITING CABLES SHALL BE FURNISHED AND INSTALLED BY THE TENANT'S LOW VOLTAGE VOICE/DATA CABLE INSTALLER.
7. REMOVE ALL UNUSED I.T. OUTLETS AND PATCH WALLS. TENANT TO VERIFY OUTLETS TO REMOVE. VERIFY EXACT LOCATIONS OF ALL ELECTRICAL DEVICES, WITH THE TENANT.
8. CONTRACTOR SHALL COORDINATE THE INSTALLATION OR THE REARRANGEMENT OF THE ELECTRICAL SERVICES WITH THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY LABOR AND MATERIALS ASSOCIATED WITH THE INSTALLATION AND/OR RELOCATION OF ANY AND ALL ENCLOSURES, RACEWAYS, GROUND RODS, OR ANY SERVICE CONDUCTOR. IN ADDITION, ANY WORK INVOLVING THE REPLACEMENT, RELOCATION OR REMOVAL OF ANY EXISTING SERVICE EQUIPMENT ABANDONED AS A RESULT OF THIS CONSTRUCTION PROJECT SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR. ALL SUCH WORK SHALL BE INCLUDED IN THE BID PRICE AND NO EXTRA CHARGES WILL BE ALLOWED.
9. ALL POWER CONDUCTORS SHALL BE COPPER, TYPE THHN. ANY CONDUCTOR SMALLER THAN #8 SHALL BE SOLID. ALL CONDUCTORS #8 AND LARGER SHALL BE STRANDED. ALL U.G. CONDUCTORS SHALL BE THHN.
10. UNLESS OTHERWISE NOTED OR LARGER SIZE REQUIRED BY CODE, CONTRACTOR SHALL INSTALL A #12 AWG GROUNDING CONDUCTOR IN EACH RACEWAY. THIS CONDUCTOR SHALL BE BONDED TO ANY BOX OR ENCLOSURE THROUGH WHICH IT PASSES OR TERMINATES UNLESS SPECIFICALLY NOTED OTHERWISE. THIS CONDUCTOR SHALL EITHER HAVE GREEN JACKET OR BE CODED AT ALL ACCESSIBLE POINTS WITH GREEN TAPE
11. ALL TERMINAL DEVICES SHALL BE SPECIFICALLY RATED FOR THE TYPE OF CONDUCTORS USED IN THAT TERMINAL. E.G., AL/CU. RATED TERMINALS FOR COPPER CONDUCTORS, STRANDED WIRE COMPATIBLE TERMINALS FOR USE WITH STRANDED CONDUCTORS, SOLID WIRE COMPATIBLE TERMINALS FOR USE WITH SOLID CONDUCTORS. IN ADDITION, ALL TERMINALS OF ALL DEVICES SHALL BE RATED FOR OPERATOR AT 75 DEG. C.
12. THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING THE SITE TO IDENTIFY AND MAKE ALLOWANCES IN THE BID FOR ANY OBSTRUCTION OR ADDITIONAL PANELS REQUIRED DUE TO LOADING.
13. CONTRACTOR SHALL INSTALL AN APPROVED BUSHING WHERE ANY RACEWAY ENTERS ANY BOX OR ENCLOSURE UNLESS THE CONDUIT TERMINATION IS U.L. APPROVED FOR USE WITHOUT A BUSHING. THE CONTRACTOR SHALL BE REQUIRED TO SUPPLY PROOF FROM THE FITTING MANUFACTURER THAT THE FITTINGS IN QUESTION CARRY U.L. APPROVAL.
14. WHERE CONFLICT OCCURS IN THE PLANS OR SPECIFICATIONS WITH ANY LOCAL CODES, THE MORE STRINGENT REQUIREMENTS WILL APPLY.
15. ALL CONDUIT AND WIRE SHALL BE ARRANGED TO LIMIT VOLTAGE DROP 3% ON ANY CIRCUIT.
16. ALL DEDICATED ELECTRICAL OUTLET LOCATIONS TO BE 120V, 20 AMP, ISOLATED GROUND CIRCUIT WITH NEMA 5-20 R RECEPTACLE AND DISTINCTIVELY COLORED FACE PLATE.
17. INCLUDE 3/4" HOLE WITH GROMMET IN THE TOP PLATE AT EACH RING AND STRING INSTALLATION.
18. LESSOR MUST NOTIFY TENANT IN ADVANCE OF THE DESIRED START DATE FOR COMPUTER CABLING TO BE INSTALLED BY TENANT'S CONTRACTOR.
19. LESSOR SHALL REMOVE ALL OLD/EXISTING COMPUTER CABLES FROM THE PROPOSED SITE IF THEY EXIST.
20. GENERAL CONTRACTOR TO VERIFY ELECTRICAL CAPACITY ON FLOOR. UPGRADE AS REQUIRED FOR WORK SHOWN.
21. RECIRCUIT ALL ELECTRICAL AS REQUIRED / SHOWN TO COMPLY WITH NATIONAL ELECTRIC CODE (N. E. C.).
22. ALL ELECTRICAL WORK EXECUTED SHALL COMPLY WITH THE NATIONAL ELECTRIC CODE (N.E.C.) OR PREVAILING ISSUANCE RECOGNIZED BY CITY AND / OR COUNTY.
23. ALL DATA AND TELEPHONE CABLING SHALL BE THE RESPONSIBILITY OF THE TENANT'S OWN VENDORS AND IS NOT INCLUDED UNDER THIS CONTRACT. VERIFY W/ TENANT AND LESSOR.
24. UPGRADE LIFE SAFETY SYSTEMS AS REQUIRED TO COMPLY WITH 2010 A.D.A. STANDARDS FOR ACCESSIBLE DESIGN.
25. EXTEND 3/4" CONDUIT INSIDE PARTITION FROM TELEPHONE / FAX OUTLET TO ABOVE CEILING.
26. ALL DEDICATED OUTLETS SHALL BE IDENTIFIED ON COVER PLATES WITH PANEL AND CIRCUIT NUMBER.
27. SUBCONTRACTOR TO LABEL ALL PANELS. ALL ELECTRICAL OUTLETS SHALL BE IDENTIFIED ON COVER PLATES WITH PANEL AND CIRCUIT NUMBER.
28. ALL CABLING IN RETURN AIR PLENUM TO BE TEFLON COATED (IF APPLICABLE).
29. VERIFY ADEQUATE ELECTRICAL OUTLETS AND SERVICE AT BUILT-IN CABINETS FOR ALL EQUIPMENT; REFRIGERATORS, ICE MAKERS, MICROWAVES, ETC.
30. ALL ELECTRICAL COVERPLATES TO MATCH.
31. ALL ELECTRICAL OUTLETS AND DATA PLUGS, NEW OR EXISTING, AT NEW BUILT-INS SHALL BE 6" ABOVE SCHEDULED COUNTERTOP HEIGHT.
32. AT ALL DEMO'D. FLOOR PLUGS, PATCH AND FIREPROOF CONCRETE PENETRATION.
33. ALL LIGHTS TO BE LINED UP PRIOR TO INSTALLATION. CONFIRM WITH PROJECT MANAGER AND TENANT.

PLUMBING NOTES

1. ALL WORK SHALL BE DONE IN STRICT COMPLIANCE WITH APPLICABLE LOCAL CODES AND THE NATIONAL PLUMBING CODE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LINES AGAINST FREEZING DURING CONSTRUCTION AND 1 YEAR AFTER BUILDING COMPLETION.
2. REFER TO TENANT'S SPECIFICATIONS AND 8TH FLOOR CONSTRUCTION FINISHES.
3. PROVIDE WATER HAMMER CHAMBER IN HOT ℄ COLD WATER LINES AT EACH FIXTURE OF A MINIMUM OF 1'-0" LENGTH OF VERTICAL PIPE CAPPED AT FREE END.
4. PROVIDE CUT-OFF VALVES IN HOT ℄ COLD WATER LINES AT EACH FIXTURE.
5. ALL CONNECTIONS BETWEEN COPPER AND GALVANIZED IRON PIPES SHALL BE INSULATED DIELECTRIC COUPLINGS.
6. OVERHEAD WATER SUPPLY LINES IF REQUIRED SHALL BE INSULATED W/ SNAP ON FIBERGLASS INSULATION, PROVIDE MOLDED FITTINGS. THICKNESS AS FOLLOWS: HOT WATER SUPPLY - 1" THICK, COLD WATER SUPPLY - 1/2 " THICK.
7. ALL PLUMBING FIXTURES TO BE SELECTED BY TENANT.
8. STANDARD 1/4" COPPER WATER LINE WITH VALVE FOR ICE MAKERS IN THE BREAK ROOMS AS WELL AS DRAIN LINES.
9. PROVIDE 1/4" COLD WATER LINE AS REQUIRED FOR REFRIGERATOR.
10. GENERAL CONTRACTOR SHALL PATCH / REPAIR / REPLACE MOISTURE BARRIER AS REQUIRED AT ALL SLAB-CUTS FOR PLUMBING.
11. HOT WATER AND DRAIN PIPES UNDER SINKS SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES.
12. SHOW WATER LINES WITH BACKFLOW PER IPC 608.
13. WHERE NECESSARY, SAW-CUT CONC. TO TO FACILITATE SANITARY SEWER LINES TO NEW OR RELOCATED SINKS, WATER CLOSETS AND DRINKING FOUNTAINS. PATCH CONCRETE TO A FINISH LIKE NEW FINISH AND TEXTURE. REMOVE ANY EXISTING FLOOR INTERFERENCE WITH NEW WALL LOCATIONS.
14. RELOCATE EXISTING SPRINKLER HEADS AS REQUIRED TO AVOID INTERFERENCE WITH NEW WALL LOCATIONS.
15. INSTALL NEW UNDER-COUNTER WATER HEATERS IN BREAK/KITCHEN AREAS.

ROOM FINISH SCHEDULE

NO.	ROOM	FLOOR	WALLS				CEILING		REMARKS
		MATER	BASE	NORTH	EAST	SOUTH	WEST	MATER	HEIGHT	
101	SEATING	CT	RB	P	P	P	P	2' X 2'	EXISTS	-
101	SERVING	CT	RB	P	P	P	P	2' X 2'	EXISTS	-
101	RESTROOM	CT	CT	CT	CT	CT	CT	P	EXISTS	-

PACKET 19.5 April 13, 2021

THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER AND/OR ALL SUBCONTRACTORS FOR THEIR REPRESENTATIVES WORKING FROM THESE PLANS AND SPECIFICATIONS SHALL NOT SCALE INFORMATION FROM SAID DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL COORDINATE ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND EXISTING CONDITIONS AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CONSTRUCTION PERFORMED FROM INCORRECT FIELD MEASUREMENTS OR FAILURE TO VERIFY EXISTING CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION. DO NOT SCALE DRAWINGS. ANY CONSTRUCTION PERFORMED BY THE CONTRACTOR OR SUBCONTRACTORS WHICH IS NOT IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR PERFORMING THE WORK. ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS MUST BE APPROVED BY THE ARCHITECT IN WRITING PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CORRECTIVE WORK AND/OR REMEDIAL WORK REQUIRED AS A RESULT OF SUCH DEVIATIONS.

DRAFTING & DESIGN
P.O. BOX 4041 - MIDLAND, TX. 79704
Cell (432) 425-7421 - Fax (432) 687-0620
E-MAIL: JANET@DRAFTINGANDDESIGN.COM

SHEET NO.	BY:	DATE: ISSUED: JAN. 07, 2021 REVISED:	DRAWN BY: JAN
A-1		JOB # J421024	

REMODEL FOR:
1ST FLOOR - SUITE 102
WALL TOWERS EAST
210 WEST WALL STREET
MIDLAND TEXAS

© COPYRIGHT, J.T. DRAFTING & DESIGN. ALL RIGHTS RESERVED. THESE PLANS, DETAILS, OR DESIGNS MAY NOT BE USED IN WHOLE OR IN PART FOR ANY PURPOSE WHATSOEVER WITHOUT THE EXPRESSED WRITTEN CONSENT OF J.T. DRAFTING & DESIGN. ANY UNAUTHORIZED USE, REPRODUCTION OR DISTRIBUTION IS PROHIBITED BY LAW AND SUBJECT TO SEVERE CIVIL AND CRIMINAL PENALTIES. ANY VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

OF 1A SHEETS

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 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 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 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 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 Sunday through Saturday from 8:00 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 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., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

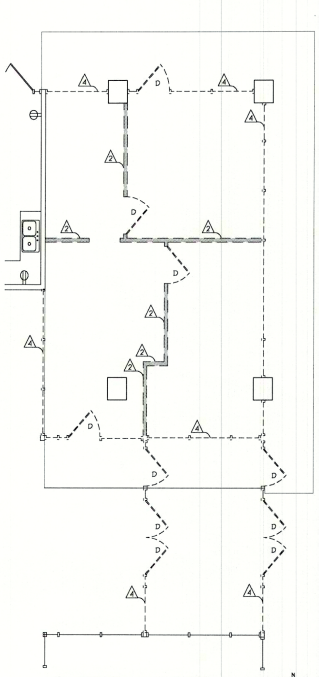
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

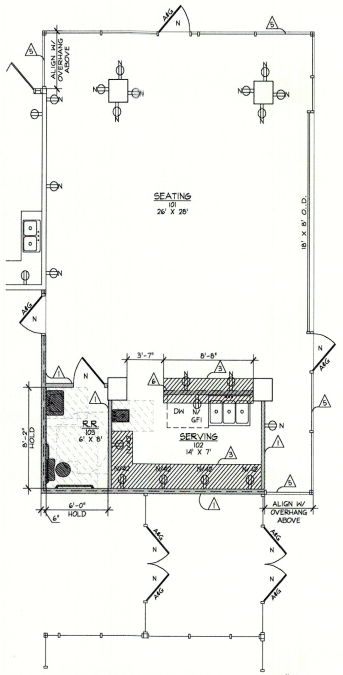
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

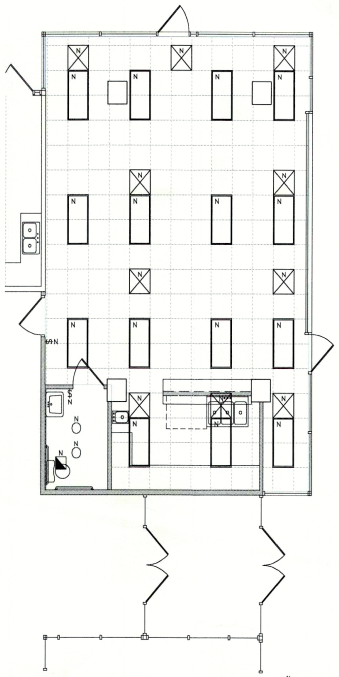
EXHIBIT "A"



A DEMOLITION PLAN



B BUILD-BACK PLAN



C CEILING PLAN

KEY NOTES REMODEL NOTES

1. INSTALL NEW PARTITION, SHOWN ON PLAN. NEW PARTITIONS SHALL BE DRYWALL CONSTRUCTION PER PARTITION LEGEND. ALIGN W/ EXISTING CONSTRUCTION OR MULLIONS, TO REMAIN.
2. CAREFULLY REMOVE EXISTING PARTITIONS DASHED. PATCH AND REPAIR ADJACENT SURFACES AS REQUIRED TO NEW FINISHES IF SCHEDULED.
3. NEW BUILT-IN CASEWORK. VERIFY STYLE AND SIZE WITH TENANT.
4. REMOVE EXISTING ALUMINUM ¢ GLASS STOREFRONT
5. INSTALL NEW A4G STOREFRONT AND DOOR. NEW STOREFRONT TO MATCH EXISTING.
6. NEW BUILDING STANDARD DRYWALL PARTITION WITH COUNTERTOP @ 36" A.F.F.

CODE REQUIREMENTS

BUILDING
1. CONSTRUCTION TYPE - IA
2. OCCUPANCY CLASSIFICATION - B
3. PLUMBING FIXTURES - EXISTS
4. FIRE SPRINKLERS - YES
5. NUMBER OF STORIES - 13
6. PARKING- EXISTS
7. ZONING - C-1

OFFICE AREA
1. USEABLE AREA - 959 SQ. FT.
2. WORK AREA - 959 SQ. FT. (60 OCCUPANTS)
3. OCCUPANT LOAD - 60

FINISH MATRIX SCHEDULE

FLOORS:
CT - BUILDING STANDARD - TILE, GROUT AND SEALER ALLOWANCE PER SQ YD

BASE:
RB - 4" COVED RUBBER BASE, ROPPE OR EQUAL ALLOWANCE PER LINEAR FOOT

WALLS: TAPE, BED, TEXTURE ¢ PAINT
P - T. B. T. ¢ P. NEW WALLS. PATCH AND PAINT EXISTING WALLS.
CT - BUILDING STANDARD - TILE, GROUT AND SEALER ALLOWANCE PER SQ YD

CEILINGS:
2' X 2' - 2' X 2' LAY-IN CEILING - ARMSTRONG ULTIMA - TEGULAR.
P - T. B. T. ¢ P. NEW WALLS. PATCH AND PAINT EXISTING WALLS.

MILLWORK:
BASE CAB ¢ UPPERS. - LAMINATE FRONTS, WILSONART OR EQUAL
TOP ¢ EDGES - PLASTIC LAMINATE, WILSONART OR EQUAL

PAINT ¢ TEXTURE MATERIAL SCHEDULE
ALL ITEMS - (1) OVER MEDIUM DRAG TEXTURE
(2) RE: FINISH NOTES #4 FOR FINISH COATS.
(3) SATIN WALLS, SEMIGLOSS TRIM ¢ CABS

FINISH NOTES
1. ALL COLOR SELECTIONS TO BE SUBMITTED FOR VERIFICATION WITH THETENANT/DESIGNER.
2. SUBMIT TRANSITION STRIPS FOR DISSIMILAR FLOOR SURFACES FOR APPROVAL BY TENANT.
3. SUBMIT ALL ADHESIVES DATA FOR APPROVAL BY BUILDING REPS.
4. PAINT ALL WALLS, (1) COAT PRIMER, (1) COAT FINISH. PAINT AT EXISTING WALLS, (1) COAT FINISH, (2) OR MORE IF NEEDED TO COVER PERVIOUS COLOR(S).
5. FOR ANY AND ALL FINISHES AND MATERIALS REFER TO TENANT'S SPECIFICATIONS AND 8TH FLOOR CONSTRUCTION FINISHES. THESE SUPERCEDES ANY AND ALL SPECS THAT ARE LISTED OR REFERRED TO IN THIS SET OF CONSTRUCTION DOCUMENTS.

DEMOLITION NOTES

1. WHERE DEMOLITION OCCURS, REMOVE AND CAP ALL UTILITIES TO SOURCE.
2. REMOVE EXISTING FLOORING AND BASE AS NOTED AND / OR THROUGHOUT. PATCH SLAB / PREPARE FLOOR TO RECEIVE NEW SCHEDULED FINISHES.
3. IF KEYED, REMOVE BUILT-IN CABINETRY, SHELVING OR PLUMBING FIXTURES WHERE INDICATED. SAVE FOR RELOCATION. CAP ANY PLUMBING INSIDE PARTITIONS AND BELOW FLOOR SLAB. PROVIDE FIRE TREATED WOOD BLOCKING IN WALL FOR NEW INSTALLATION, IF APPLICABLE.
4. REMOVE DOORS, FRAMES AND INTERIOR WINDOWS WHERE INDICATED. SAVE FOR RELOCATION OR REUSE.
5. REMOVE ALL ABANDONED CABLES, WIRES AND PIPES IN THE CEILING PLENUM TO THEIR SOURCE WITH IN THE TENANT SPACE. REMOVE ALL ABANDONED TELEPHONE EQUIPMENT.
6. REMOVE SUPPLEMENTAL H.V.A.C. UNITS AND RELATED EQUIPMENT NOT INTENDED FOR REUSE.
7. REMOVE PARTITIONS WHERE INDICATED. REMOVE OUTLETS AND SWITCHES IN THESE PARTITIONS, DISCONNECT OR RELOCATE IN MAIN PANEL. AT DATA OUTLETS, REMOVE ASSOCIATED CABLING BACK TO SOURCE.
8. INCORPORATE ANY EXISTING WALL OUTLETS AND LIGHT SWITCHES INTO THE SCOPE OF WORK INDICATED. ANY EXISTING DUPLEX OUTLETS IN PARTITIONS SHALL REMAIN.
9. REMOVE ANY EXISTING FLOOR OUTLETS, POWER POLES AND WIREMOLD UNLESS OTHERWISE INDICATED. SAVE FOR RELOCATION.
10. REMOVE ANY SPEAKERS AND CONTROL DEVICES UNLESS OTHERWISE INDICATED. OFFER TO LANDLORD FOR REUSE.
11. REMOVE ANY VISUAL AID FIXTURES AND CONTROL DEVICES UNLESS OTHERWISE INDICATED. OFFER TO LANDLORD FOR REUSE.
12. PATCH AND REPAIR FLOOR, WALL AND CEILING SURFACES TO RECEIVE NEW SCHEDULED FINISHES. RETURN SURFACES TO REQUIRED FIRE SEPARATION RATINGS.
13. PATCH ALL DEMOLITION SCARS.

GENERAL CONSTRUCTION NOTES

1. FOR ANY AND ALL FINISHES AND MATERIALS REFER TO TENANT'S SPECIFICATIONS AND 8TH FLOOR CONSTRUCTION FINISHES. THESE SUPERCEDE ANY AND ALL SPECS THAT ARE LISTED OR REFERRED TO IN THIS SET OF CONSTRUCTION DOCUMENTS.
2. ALL PLAN DIMENSIONS ARE NOMINAL TO DRYWALL. FOR EXACT DIMENSIONS, SEE WALL SECTIONS AND DETAILS.
3. VERIFY LOCATIONS OF EXISTING UTILITIES AND CONSTRUCTION CONDITIONS WITH FIELD MEASUREMENTS.
4. DIMENSIONS SHOWN SHOULD BE FIELD VERIFIED AND SPECIAL CARE SHOULD BE TAKEN TO MATCH FINISH ELEMENTS OF THE NEW PARTITIONS WITH EXISTING FINISH ELEMENTS OF COLUMNS, PARTITIONS AND STRUCTURAL COMPONENTS WHERE APPLICABLE.
5. CARE SHALL BE TAKEN AT ALL TIMES DURING CONSTRUCTION TO PROTECT THE PROPERTY OF THE OWNER.
6. FIELD VERIFY CONDITIONS THAT MAY CONFLICT WITH CONSTRUCTION INCLUDING ELECTRICAL, MECHANICAL, PLUMBING, ETC., ESPECIALLY AT AREAS WHERE PARTITIONS ARE BRACED UP TO STRUCTURE.
7. ALL WORK SHALL COMPLY WITH THE CURRENT VERSION OF ALL APPLICABLE LAWS, CODES, REGULATIONS, OR ORDINANCES OF FEDERAL, STATE ¢ LOCAL AUTHORITIES, INCLUDING THE AMERICANS WITH DISABILITIES ACT (ADA).
8. GENERALLY ON SURFACES REQUIRING NEW FINISHES, SUCH AS PAINTS, CEILINGS, FLOORINGS ¢ BASE; FILL, PATCH ¢ SAND EXISTING SURFACES AS REQUIRED PRIOR TO RECEIVING NEW FINISHES. REMOVE EXISTING FLOORING PRIOR TO INSTALLATION OF NEW FLOORING, UNLESS OTHERWISE NOTED. REFER TO SCHEDULED FINISHES FOR THE AREAS RECEIVING NEW FINISHES.
9. PAINT ALL EXPOSED WALLS. REFER TO ROOM FINISH SCHEDULE FOR COLOR.
10. ALL EXISTING WALL COVERINGS TO BE REMOVED. FLOAT, PATCH, SAND AND PREP, TEXTURE TO MATCH ADJACENT WALLS CORNER TO CORNER, TO RECEIVE NEW PAINT.
11. ALL REMODELED AREAS SHALL BE LEFT IN LIKE NEW CONDITION. THIS INCLUDES ALL ALTERED AREAS, WHETHER COVERED BY A SPECIFIC NOTE OR NOT. IF THERE IS NO SPECIFIC NOTE TO COVER SUCH CONDITION, FINISHES SHALL MATCH ADJACENT EXISTING OR NEW MATERIALS, WHICHEVER IS APPLICABLE. PATCH AND REPAIR SHEETROCK AS NEEDED.
12. AS REQUIRED TO COMPLY WITH CODE, RELOCATE EXISTING SPRINKLER HEADS, FIRE STROBES, AND SMOKE DETECTORS AS REQUIRED.
13. ADD NEW SPRINKLER HEADS, FIRE STROBES, AND SMOKE DETECTORS AS REQUIRED TO COMPLY WITH LOCAL BUILDING CODES.
14. REMOVE ALL UNUSED WALL RECEPTACLE BOXES. PATCH WALLS, TAPE, BED, TEXTURE AND PAINT.
15. ALL INDIVIDUAL ROOM SIGNS, NAME/NUMBER, PLATES TO BE REMOVED. WALL TO BE PATCHED, FLOATED, TEXTURED AND PREPARED TO RECEIVE NEW PAINT.
16. ALL BUILDING MINI-BLINDS MUST BE PULLED UP AND PROTECTED DURING THE ENTIRE CONSTRUCTION PROJECT. REPAIR OR REPLACE BLINDS AS NEEDED.
17. REMOVE ALL PLENUM RATED CABLE ABOVE THE CEILING.
18. G.C. TO REMOVE EXISTING LIGHT FIXTURES. REFER SPEC BOOK FOR NEW FIXTURE TYPE AND MODEL.
19. RACO TRIT TO MATCH THROUGHOUT SPACE. ALIGNED AND LEVELED, WETHER AFFECTED BY THIS REMODEL OR PREVIOUS WORK. RUN FACTORY FULL LENGTHS OF TRIM, DO NOT PIECE TOGETHER. REPLACE ANY "PIECED RUNS" WITH FULL LENGTH TRIM. MUST BE APPROVED BY BUILDING REP PRIOR TO COMPLETION.
20. WHETHER AFFECTED BY THIS REMODEL OR PREVIOUS ALTERATIONS, ALL AREA MUST BE CLEANED AND LEFT IN LIKE NEW CONDITION FOR BUILDING REP APPROVAL.
21. ADD DEMISING SEPARATION BETWEEN LEASE SPACES, ABOVE WALL IF REQUIRED BY TENANT.

MECHANICAL NOTES

1. COORDINATE EXACT LOCATIONS OF CEILING DIFFUSERS AND GRILLES WITH ELECTRICAL/REFLECTED CEILING PLAN.
2. COORDINATE EXACT ROUTING OF DUCTWORK ABOVE CEILING WITH STRUCTURAL FRAMING MEMBERS. VERIFY SIZES AND LOCATION OF SAID FRAMING MEMBERS.
3. DUCT SYSTEM SHALL BE PROPERLY SEALED, HUNG, SUPPORTED, STIFFENED, ETC.
4. PROVIDE FIREDAMPERS NEW OR EXISTING AT MECHANICAL PENETRATIONS OF NEW FIREWALLS AS REQUIRED BY CODE. FIELD VERIFY PRIOR TO BID.
5. VERIFY EXACT SIZE AND LOCATIONS OF EXISTING TRUNK LINES AND FLEX. MAINTAIN AND EXTEND EXISTING DUCTS AS REQUIRED FOR PROPER SERVICE IN NEW CONFIGURATION.
6. BALANCE HVAC SYSTEM WITHIN THE SPACE AS REQUIRED FOR PROPER SERVICE.
7. ALL THERMOSTATS TO BE MOUNTED @ 70° A.F.F. IN THE OPEN OFFICE AREA.
8. ENGINEER / REWORK HVAC AS REQUIRED TO COMPLY WITH NFPA 90A.
9. FURNISH AND INSTALL T-STATS, DIFFUSERS, SUPPLY AND RETURN AIR GRILLES, ETC., AS REQUIRED.
10. FURNISH AND INSTALL HVAC SYSTEM AS REQUIRED TO COMPLY WITH CURREIT CODE.
11. REBALANCE ENTIRE SUITE UPON COMPLETION OF CONSTRUCTION. PROVIDE TEST AND BALANCE REPORT TO LANDLORD / TENANT.
12. ALL HVAC TO BE BUILDING STANDARD.
13. CLEAN ALL EXISTING AND RELOCATED HVAC SUPPLY AND RETURN AIR GRILLS AS REQUIRED.

ELECTRICAL LEGEND

- NEW 2' X 4' LED LIGHT FIXTURE TO BE PLACED IN EXISTING FIXTURE LOCATION.
- N NEW BUILDING STANDARD 2'X2' H.V.A.C. SUPPLY AIR GRILLE
- EXIST. 2'X2' H.V.A.C. RETURN AIR GRILLE TO REMAIN.
- N NEW EXIT LIGHT.
- EXIST. SPRINKLER HEAD TO REMAIN
- N NEW LED CAN LIGHT FIXTURE.
- N NEW DUPLEX OUTLET.
- N NEW QUAD OUTLET.
- N NEW TELEPHONE/DATA OUTLET
- EXIST. SWITCH LOCATION TO REMAIN. REPLACE WITH NEW OCCUPANCY SENSOR SWITCH
- N NEW OCCUPANCY SENSOR SWITCH
- EXIST. THERMOSTAT LOCATION TO REMAIN. REPLACE WITH NEW BUILDING STANDARD THERMOSTAT.

PLUMBING LEGEND

- NEW FREE STANDING 3 BASIN SINK
- NEW WALL MOUNT HAND SINK
- NEW WALL MOUNT HAND SINK
- NEW HANDICAP WATER CLOSET.
- NEW H.C GRAB BARS. RE: ADA PLANS FOR INSTALLATION STANDARDS. PROVIDE BLOCKING IN WALLS FOR MOUNTING.

1. VERIFY ALL FIXTURE SELECTIONS WITH THE OWNER ¢ TENANT.
2. REFER TO TRANSWESTERN 6TH FLOOR CONSTRUCTION FINISHES AND SPEC SHEETS BOOKLET FOR ALL FIXTURE SELECTIONS.

PARTITION LEGEND

- EXISTING PARTITION TO REMAIN
- EXISTING PARTITION TO BE REMOVED
- EXISTING ALUMINUM ¢ GLASS STOREFRONT TO BE REMOVED
- NEW BLD'G. STANDARD DRYWALL PARTITION TO CEILING HEIGHT.
- NEW BLD'G. STANDARD DRYWALL PARTITION TO DECK

DOOR SCHEDULE

- EXISTING DOOR, FRAME ¢ HARDWARE TO BE REMOVED.
- EXISTING BUILDING STANDARD FIRE DOOR, FRAME AND HARDWARE TO REMAIN.
- N I, RIGHT HANDED, NEW OR RELOCATED DOOR, FRAME AND HARDWARE.
- A4G N 2, RIGHT HANDED, NEW STOREFRONT DOOR, FRAME AND HARDWARE TO MATCH EXISTING.
- A4G N I, LEFT HANDED, NEW STOREFRONT DOOR, FRAME AND HARDWARE TO MATCH EXISTING.
- A4G N N A4G 2, PAIR, NEW STOREFRONT DOOR, FRAME AND HARDWARE TO MATCH EXISTING.

HARDWARE NOTES:
1. SUPPLY TEMPORARY REMOVABLE CYLINDER CORES AND REQUIRED CONSTRUCTION KEYS. PERMANENT KEY SYSTEM SHALL BE BASED ON THE OWNER'S EXISTING GRAND MASTER AND MASTER KEYING SHALL BE FURNISHED AND INSTALLED BY THE G.C. AT LEASE SPACE ENTRY DOOR(S).

SCHEDULE NOTES:

DOORS:
INTERIOR -
★ - 1 3/4" x 3'-0" X 7'-0" 1 HR. (20 MIN.) FIRE DOOR STAIN GRADE ASH.

FRAMES:
INTERIOR - PREHUNG, FIRE RATED, TYPE "H" WOOD, PAINTS.

ELECTRICAL NOTES

1. ALL ELECTRICAL TO BE INSTALLED IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL GOVERNING CODES.
2. VERIFY ELECTRICAL SERVICE POINTS AND LOCATIONS PRIOR TO CONSTRUCTION. COORDINATE WORK WITH OWNER PRIOR TO DISCONNECT OF SERVICE.
3. COORDINATE LOCATION OF CEILING SUPPLY GRILLES WITH LIGHT FIXTURE LOCATIONS.
4. ALL ELECTRICAL EQUIPMENT MUST BE UL APPROVED.
5. ALL ELECTRICAL SERVICE REQUIREMENTS REQUIRED FOR NEW CONFIGURATION ARE EXISTING. VERIFY EXACT LOCATIONS AND AVAILABILITY OF AN ADEQUATE NUMBER OF SPARES AT EXISTING ELECTRICAL PANELS PRIOR TO BID.
6. CONTRACTOR SHALL PROVIDE 2X4 BOXES W/ 3/4" CONDUIT ¢ PULL-STRINGS @ NEW DROPS. ALL DATA CIRCUITING CABLES SHALL BE FURNISHED AND INSTALLED BY THE TENANT'S LOW VOLTAGE VOICE/DATA CABLE INSTALLER.
7. REMOVE ALL UNUSED I.T. OUTLETS AND PATCH WALLS. TENANT TO VERIFY OUTLETS TO REMOVE. VERIFY EXACT LOCATIONS OF ALL ELECTRICAL DEVICES, WITH THE TENANT.
8. CONTRACTOR SHALL COORDINATE THE INSTALLATION OR THE REARRANGEMENT OF THE ELECTRICAL SERVICES WITH THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY LABOR AND MATERIALS ASSOCIATED WITH THE INSTALLATION AND/OR RELOCATION OF ANY AND ALL ENCLOSURES, RACEWAYS, GROUND RODS, OR ANY SERVICE CONDUCTOR. IN ADDITION, ANY WORK INVOLVING THE REPLACEMENT, RELOCATION OR REMOVAL OF ANY EXISTING SERVICE EQUIPMENT ABANDONED AS A RESULT OF THIS CONSTRUCTION PROJECT SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR. ALL SUCH WORK SHALL BE INCLUDED IN THE BID PRICE AND NO EXTRA CHARGES WILL BE ALLOWED.
9. ALL POWER CONDUCTORS SHALL BE COPPER, TYPE THHN. ANY CONDUCTOR SMALLER THAN #8 SHALL BE SOLID. ALL CONDUCTORS #8 AND LARGER SHALL BE STRANDED. ALL U.G. CONDUCTORS SHALL BE THHN.
10. UNLESS OTHERWISE NOTED OR LARGER SIZE REQUIRED BY CODE, CONTRACTOR SHALL INSTALL A #12 AWG GROUNDING CONDUCTOR IN EACH RACEWAY. THIS CONDUCTOR SHALL BE BONDED TO ANY BOX OR ENCLOSURE THROUGH WHICH IT PASSES OR TERMINATES UNLESS SPECIFICALLY NOTED OTHERWISE. THIS CONDUCTOR SHALL EITHER HAVE GREEN JACKET OR BE CODED AT ALL ACCESSIBLE POINTS WITH GREEN TAPE
11. ALL TERMINAL DEVICES SHALL BE SPECIFICALLY RATED FOR THE TYPE OF CONDUCTORS USED IN THAT TERMINAL. E.G., AL/CU. RATED TERMINALS FOR COPPER CONDUCTORS, STRANDED WIRE COMPATIBLE TERMINALS FOR USE WITH STRANDED CONDUCTORS, SOLID WIRE COMPATIBLE TERMINALS FOR USE WITH SOLID CONDUCTORS. IN ADDITION, ALL TERMINALS OF ALL DEVICES SHALL BE RATED FOR OPERATOR AT 75 DEG. C.
12. THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING THE SITE TO IDENTIFY AND MAKE ALLOWANCES IN THE BID FOR ANY OBSTRUCTION OR ADDITIONAL PANELS REQUIRED DUE TO LOADING.
13. CONTRACTOR SHALL INSTALL AN APPROVED BUSHING WHERE ANY RACEWAY ENTERS ANY BOX OR ENCLOSURE UNLESS THE CONDUIT TERMINATION IS U.L. APPROVED FOR USE WITHOUT A BUSHING. THE CONTRACTOR SHALL BE REQUIRED TO SUPPLY PROOF FROM THE FITTING MANUFACTURER THAT THE FITTINGS IN QUESTION CARRY U.L. APPROVAL.
14. WHERE CONFLICT OCCURS IN THE PLANS OR SPECIFICATIONS WITH ANY LOCAL CODES, THE MORE STRINGENT REQUIREMENTS WILL APPLY.
15. ALL CONDUIT AND WIRE SHALL BE ARRANGED TO LIMIT VOLTAGE DROP 3% ON ANY CIRCUIT.
16. ALL DEDICATED ELECTRICAL OUTLET LOCATIONS TO BE 120V, 20 AMP, ISOLATED GROUND CIRCUIT WITH NEMA 5-20 R RECEPTACLE AND DISTINCTIVELY COLORED FACE PLATE.
17. INCLUDE 3/4" HOLE WITH GROMMET IN THE TOP PLATE AT EACH RING AND STRING INSTALLATION.
18. LESSOR MUST NOTIFY TENANT IN ADVANCE OF THE DESIRED START DATE FOR COMPUTER CABLING TO BE INSTALLED BY TENANT'S CONTRACTOR.
19. LESSOR SHALL REMOVE ALL OLD/EXISTING COMPUTER CABLES FROM THE PROPOSED SITE IF THEY EXIST.
20. GENERAL CONTRACTOR TO VERIFY ELECTRICAL CAPACITY ON FLOOR. UPGRADE AS REQUIRED FOR WORK SHOWN.
21. RECIRCUIT ALL ELECTRICAL AS REQUIRED / SHOWN TO COMPLY WITH NATIONAL ELECTRIC CODE (N. E. C.).
22. ALL ELECTRICAL WORK EXECUTED SHALL COMPLY WITH THE NATIONAL ELECTRIC CODE (N.E.C.) OR PREVAILING ISSUANCE RECOGNIZED BY CITY AND / OR COUNTY.
23. ALL DATA AND TELEPHONE CABLING SHALL BE THE RESPONSIBILITY OF THE TENANT'S OWN VENDORS AND IS NOT INCLUDED UNDER THIS CONTRACT. VERIFY W/ TENANT AND LESSOR.
24. UPGRADE LIFE SAFETY SYSTEMS AS REQUIRED TO COMPLY WITH 2010 A.D.A. STANDARDS FOR ACCESSIBLE DESIGN.
25. EXTEND 3/4" CONDUIT INSIDE PARTITION FROM TELEPHONE / FAX OUTLET TO ABOVE CEILING.
26. ALL DEDICATED OUTLETS SHALL BE IDENTIFIED ON COVER PLATES WITH PANEL AND CIRCUIT NUMBER.
27. SUBCONTRACTOR TO LABEL ALL PANELS. ALL ELECTRICAL OUTLETS SHALL BE IDENTIFIED ON COVER PLATES WITH PANEL AND CIRCUIT NUMBER.
28. ALL CABLING IN RETURN AIR PLENUM TO BE TEFLON COATED (IF APPLICABLE).
29. VERIFY ADEQUATE ELECTRICAL OUTLETS AND SERVICE AT BUILT-IN CABINETS FOR ALL EQUIPMENT; REFRIGERATORS, ICE MAKERS, MICROWAVES, ETC.
30. ALL ELECTRICAL COVERPLATES TO MATCH.
31. ALL ELECTRICAL OUTLETS AND DATA PLUGS, NEW OR EXISTING, AT NEW BUILT-INS SHALL BE 6" ABOVE SCHEDULED COUNTERTOP HEIGHT.
32. AT ALL DEMO'D. FLOOR PLUGS, PATCH AND FIREPROOF CONCRETE PENETRATION.
33. ALL LIGHTS TO BE LINED UP PRIOR TO INSTALLATION. CONFIRM WITH PROJECT MANAGER AND TENANT.

PLUMBING NOTES

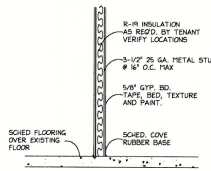
1. ALL WORK SHALL BE DONE IN STRICT COMPLIANCE WITH APPLICABLE LOCAL CODES AND THE NATIONAL PLUMBING CODE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LINES AGAINST FREEZING DURING CONSTRUCTION AND 1 YEAR AFTER BUILDING COMPLETION.
2. REFER TO TENANT'S SPECIFICATIONS AND 8TH FLOOR CONSTRUCTION FINISHES.
3. PROVIDE WATER HAMMER CHAMBER IN HOT ¢ COLD WATER LINES AT EACH FIXTURE OF A MINIMUM OF 1'-0" LENGTH OF VERTICAL PIPE CAPPED AT FREE END.
4. PROVIDE CUT-OFF VALVES IN HOT ¢ COLD WATER LINES AT EACH FIXTURE.
5. ALL CONNECTIONS BETWEEN COPPER AND GALVANIZED IRON PIPES SHALL BE INSULATED DIELECTRIC COUPLINGS.
6. OVERHEAD WATER SUPPLY LINES IF REQUIRED SHALL BE INSULATED W/ SNAP ON FIBERGLASS INSULATION. PROVIDE MOLDED FITTINGS. THICKNESS AS FOLLOWS: HOT WATER SUPPLY - 1" THICK, COLD WATER SUPPLY - 1/2 " THICK.
7. ALL PLUMBING FIXTURES TO BE SELECTED BY TENANT.
8. STANDARD 1/4" COPPER WATER LINE WITH VALVE FOR ICE MAKERS IN THE BREAK ROOMS AS WELL AS DRAIN LINES.
9. PROVIDE 1/4" COLD WATER LINE AS REQUIRED FOR REFRIGERATOR.
10. GENERAL CONTRACTOR SHALL PATCH / REPAIR / REPLACE MOISTURE BARRIER AS REQUIRED AT ALL SLAB-CUTS FOR PLUMBING.
11. HOT WATER AND DRAIN PIPES UNDER SINKS SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES.
12. SHOW WATER LINES WITH BACKFLOW PER IPC 608.
13. WHERE NECESSARY, SAW-CUT CONC. TO TO FACILITATE SANITARY SEWER LINES TO NEW OR RELOCATED SINKS, WATER CLOSETS AND DRINKING FOUNTAINS. PATCH CONCRETE TO A SMOOTH LIKE NEW FINISH AND CONDITION. REMOVE EXISTING TO ACCEPT NEW.
14. RELOCATE EXISTING SPRINKLER HEADS AS REQUIRED TO AVOID INTERFERENCE WITH NEW WALL LOCATIONS.
15. INSTALL NEW UNDER-COUNTER WATER HEATERS IN BREAK/KITCHEN AREAS.

ROOM FINISH SCHEDULE

NO.	ROOM	FLOOR	WALLS				CEILING		REMARKS
		MATER	BASE	NORTH	EAST	SOUTH	WEST	MATER	HEIGHT	
101	SEATING	CT	RB	P	P	P	P	2' X 2'	EXISTS	-
101	SERVING	CT	RB	P	P	P	P	2' X 2'	EXISTS	-
101	RESTROOM	CT	CT	CT	CT	CT	CT	P	EXISTS	-

TYPICAL WALL SECTION

AT INTERIOR WALL — 1/2" = 1'-0"



PACKET 19.10 April 13, 2021

DRAFTING & DESIGN
P.O. BOX 4041 - MIDLAND, TX. 79704
C: (432) 425-7427 - H: (432) 697-8620
E: ALJ_JOHNSON@SBCGLOBAL.NET

DATE ISSUED: JAN. 07, 2021
REVISED:
DRAWN BY: JAN

REMODEL FOR:
1ST FLOOR - SUITE 102
WALL TOWERS EAST
210 WEST WALL STREET
MIDLAND TEXAS

JOB # JA21024

SHEET NO. A-1 OF 1A SHEETS

THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER AND/OR ALL SUBCONTRACTORS FOR THEIR REPRESENTATIVES WORKING FROM THESE PLANS AND SPECIFICATIONS SHALL NOT SCALE INFORMATION FROM SAID DRAWINGS. ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR AND ANY DISCREPANCIES FOUND SHALL BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH ANY WORK. THE G.C./C.M. SHALL COORDINATE ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND EXISTING CONDITIONS AND SHALL NOTIFY THE ARCHITECT PRIOR TO PROCEEDING WITH ANY WORK. THE G.C./C.M. SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE G.C./C.M.'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

© COPYRIGHT, J.T. DRAFTING ¢ DESIGN. ALL RIGHTS RESERVED. THESE PLANS, DETAILS, SPECIFICATIONS, AND DESIGNS ARE THE PROPERTY OF J.T. DRAFTING ¢ DESIGN AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF J.T. DRAFTING ¢ DESIGN. ANY UNAUTHORIZED USE, DISCLOSURE, REPRODUCTION, OR MODIFICATION OF THESE PLANS, DETAILS, SPECIFICATIONS, AND DESIGNS IS STRICTLY PROHIBITED AND MAY RESULT IN LEGAL ACTION. BY USING THESE PLANS, YOU AGREE TO THESE TERMS AND CONDITIONS.

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Hannah Streun			Phone (432) 312-7116 Email Lostbooksltx@gmail.com
Address 201 W Wall Ste. 125	City Midland	State TX	Zip 79701

Property Owner Printed Name: Gary Glasscock			Phone ( ) Email ggglasscock@yahoo.com
Address 203 W Wall 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: 201 W. Wall Ste. 102

Business Name: Lost Books LLC

Legal Description
Lot: Block: Subdivision:

Current Zoning: C

Reason for Request: New business - beer & wine
Lost Books

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: bar / package liquor

Proposed/Current Days and Hours of Operation: Sunday - Saturday 8am - 11pm

Proposed Days and Hours of Alcohol Service: Sunday - Saturday 8am - 11pm

Total Square Footage of Business: 1988

Square Footage of Alcohol Serviceable Area: 988

Restroom Fixtures:				
Men	**Toilets/Urinals:**	2 / 1	**Bathroom Sinks:**	2
Women	**Toilets:**	3	**Bathroom Sinks:**	2

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Hannah Streun	Date: 2/4/2021
Applicant (printed): Hannah Streun	
Property Owner (signature):	Date: 2/4/21
Property Owner (printed): Gary W. 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, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

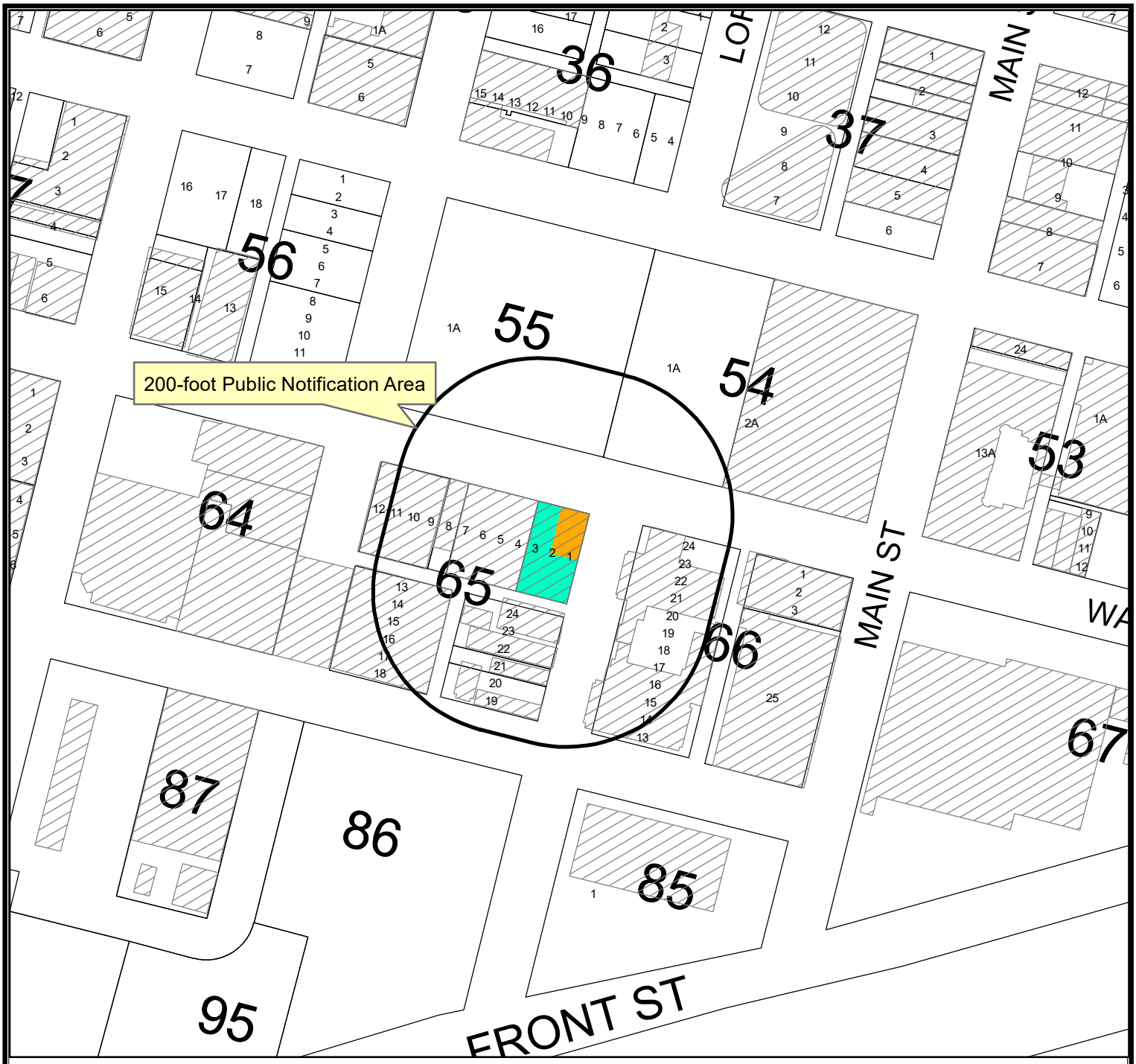
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☐ Dimensioned Floor Plan
☒ Application Fee	☐ Site Plan
Check # 1106	☐ Plans in Digital Format (PDF/JPEG) will send
Received By: V Sherman	Date: RECEIVED FEB 04 2021 VS

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

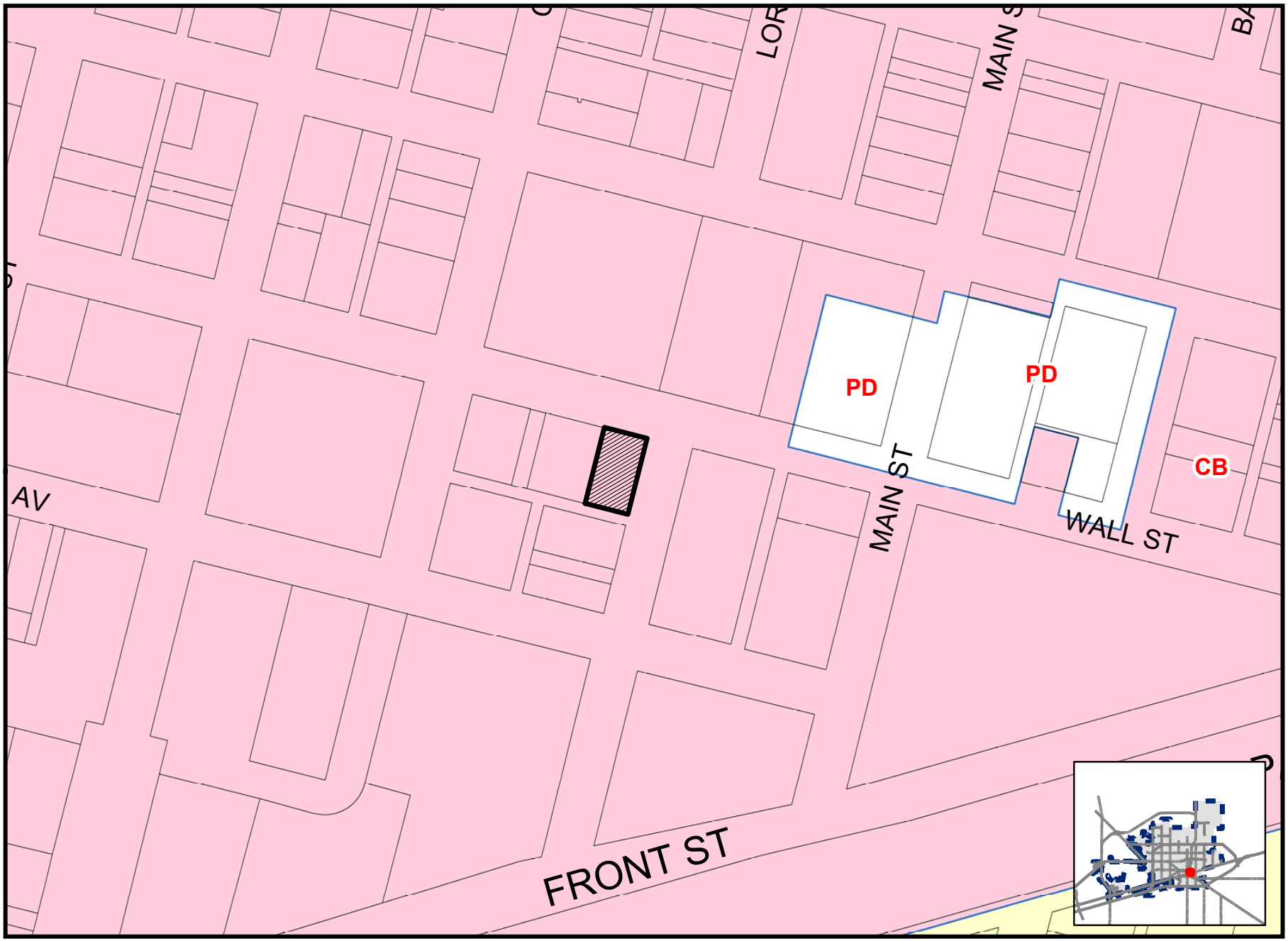
SUD-21-0095 **Scale: 1" = 200'**

Consider a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption in a bar on 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 on the southwest corner of the intersection of W. Wall Street amd S. Loraine Street. Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By ES, 2/22/2021

SUD-21-0095

Scale: 1" = 200'

ZONING MAP

PACKET
19.15
April 13, 2021




LORAINE ST


STOP



City Council Meeting

Item Number: 20

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,881-SQUARE FOOT PORTION OF BLOCK 1, LESS THE 250-FOOT BY 150-FOOT NORTHWEST CORNER AND LESS THE 224-FOOT BY 150-FOOT SOUTHWEST CORNER, REPLAT OF BLOCKS 1 AND 2, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 277 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant at 3211 W. Wadley Avenue, Suite 3A, Midland, Texas 79705.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning

RR, Regional Retail District.

Surrounding Zoning and Land Use:

The property is located at 3211 W. Wadley Avenue, Suite 3A, in the RR, Regional Retail District. The property to the north across W. Wadley Avenue is zoned SF-2, Single-Family Dwelling District, and the location of residences. The property to the east is zoned PD, Planned Development District for a Housing Development, and the location of duplexes. The property to the south is zoned SF-2, Single-Family Dwelling District and the location of residences. The property to the west is zoned RR, Regional Retail District and the location of Whataburger and Walgreens.

Discussion:

Cung Lian Ni is requesting a Specific Use Designation for the property located at 3211 W. Wadley Avenue, Suite 3A, to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned RR, Regional Retail District, which allows the consumption of alcoholic beverages with the approval of a Specific Use Designation.

The floor plan attached hereto as “Exhibit A” illustrates that the establishment, will have a total square footage of 1,881 square feet, with an alcohol serviceable area of 723 square feet.

The restaurant is proposing the following hours of operation and alcohol service:

> Monday through Sunday from 10:00 a.m. to 3:00 p.m. and from 5:00 p.m. to 9:00 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objections.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections.

Code Administration: (Approved)

No comments.

Building Code: (Approved)

The SUD for Tokyo 1 is acceptable. The property must adhere to the current maximum occupant load of 53 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive plan, Chapter 6 Character Plan - Goal 4, “Encourage the development of places where Midland residents can gather and socialize to build connections” (Tall City tomorrow, page 137).

This request was recommended for approval at the March 1, 2021 Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A through E.

Conditions:

A. That the serviceable area of the restaurant shall be limited to approximately 723 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 3:00 p.m. and from 5:00 p.m. to 9:00 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.

Letters of Objection:

As of March 17, 2021, staff has received one letter of objection.

Attachments:

Floor Plan (Exhibit A)
Application
Maps
Letter of Objection

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 1,881-SQUARE FOOT PORTION OF BLOCK 1, LESS THE 250-FOOT BY 150-FOOT NORTHWEST CORNER AND LESS THE 224-FOOT BY 150-FOOT SOUTHWEST CORNER, REPLAT OF BLOCKS 1 AND 2, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 277 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 1,881-square foot portion of Block 1, less the 250-foot by 150-foot northwest corner and less the 224-foot by 150-foot southwest corner, Replat of Blocks 1 and 2, Imperial Heights 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 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 723 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 10:00 a.m. to 3:00 p.m. and from 5:00 p.m. to 9:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

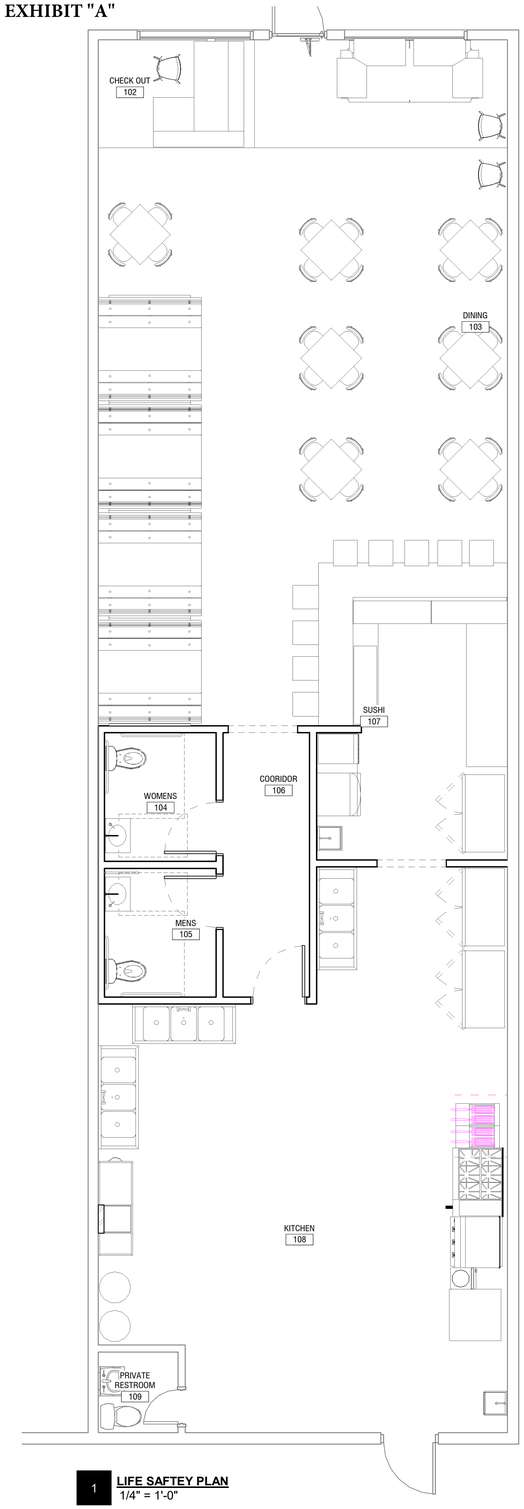
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

OCCUPANT AND FIXTURE LOAD SCHEDULE

Level	Number	Name	Room Calcs		Room Capacity	Male Water Closet Load	Plumbing Loads	Female Water Closet Load	Plumbing Loads	Female Lav Load	Required Female Lavs	Male Lav Load	Plumbing Loads	Drinking Fountain Load	Plumbing Loads
			Area	SF Per Person			Required WC (Male)		Required WC (Female)				Required Male Lavs		Required Drinking Fountains
LEVEL 1	101	WAITING	92	15	7	75	0.04	75	0.04	200	0.02	200	0.02	500	0.013
LEVEL 1	102	CHECK OUT	57	30	2	500	0.00	500	0.00	750	0.00	750	0.00	1000	0.002
LEVEL 1	103	DINING	723	15	49	75	0.32	75	0.32	200	0.12	200	0.12	500	0.097
LEVEL 1	104	WOMENS	49												
LEVEL 1	105	MENS	49												
LEVEL 1	106	COORIDOR	77	0		0		0		0		0		0	
LEVEL 1	107	SUSHI	156	200	1	75	0.01	75	0.01	200	0.00	200	0.00	500	0.003
LEVEL 1	108	KITCHEN	656	200	4	75	0.03	75	0.03	200	0.01	200	0.01	500	0.008
LEVEL 1	109	PRIVATE RESTROOM	22												
			1881		63		0.41		0.41		0.15		0.15		0.123

EXHIBIT "A"



1 **LIFE SAFTEY PLAN**
1/4" = 1'-0"

BUILDING CODE SUMMARY

Name of Project: CUNG LIAN NU New Restaurant
Address: IMPERIAL SHOPPING CENTER SUITE 3A Midland, Tx
Proposed Use: Restaurant
Owner or Authorized Agent: MIDLAND, TEXAS* Phone:
Owned By: __ City / County ● Private __TX__State
Code Enforcement Jurisdiction: CITY OF MIDLAND County: MIDLAND

Zoning: *****
Land Use: *****
Lot Area: **** acres (MIDLAND, TEXAS sf)
Building Footprint Area:
Lot Coverage: 0.00%
Floor Area Ratio: 0.00 : 0

SCOPE OF WORK: MIDLAND, TEXAS*

Construction shall include all associated, mechanical, electrical, plumbing, as required for occupancy.

APPLICABLE CODES / ORDINANCES:

BUILDING CODES:
2018 International Building Code (IBC) with City of MIDLAND, TEXASammendments - Ordinance
2018 International Mechanical Code (IMC) with City of MIDLAND, TEXASammendments - Ordinance
2018 International Plumbing Code (IPC) with City of MIDLAND, TEXASammendments - Ordinance
2018 International Fire Code (IFGC) with City of MIDLAND, TEXASammendments - Ordinance
2017 National Electric Code (NEC) with City of MIDLAND, TEXASammendments - Ordinance

ZONING:
*****
OTHER STANDARDS:

2010 ADA Standards for Accessible Design
2012 Texas Accessibilty Standards (TAS)

OCCUPANCY:

Primary Occupancy: __ Assembly __ A1 __ A2 __ A3 __ A4 __ A5
● Business
__ Educational
__ Factory / Industrial __ F1 __ F2
__ High Hazard __ H1 __ H2 __ H3 __ H4
__ Institutional __ I1 __ I2 __ I3 __ I4
__ Mercantile
__ Residential __ R1 __ R2 __ R3 __ R4
__ Storage __ S1 __ S2 __ High-Piled
__ Utility
__ Parking Garage __ Open __ Enclosed __ Repair

Secondary Occupancy: N/A

Mixed Occupancy __ Yes ● No Separation:● Exception:__

GENERAL BUILDING DATA:

Construction Type: __ IA __ IB __ IIA ● IIB __ IIIA __ IIIB __ IV __ VA __VB

Mixed Construction: ● No __ Yes Types:_____

Sprinklers: ● No __ Yes __ NFPA 13 __NFPA 13R __ NFPA 13D

Standpipes: ● No __ Yes Class: __ I __ II __ III __ Wet

Fire District: ● No __ Yes

Building Height: NA

Mezzanine: ● No __ Yes

High Rise: ● No __ Yes

LIFE SAFETY REQUIREMENTS:

Emergency Lighting: __ No ● Yes

Exit Signs: __ No ● Yes

Fire Alarm: ● No __ Yes

Smoke Detection System: __ No ● Yes

Panic Hardware: ● No __ Yes

Emergency Standby Power System: ● No __ Yes

H3 DIGITAL DESIGN
200 WEST ILLINOIS
SUITE 120 MIDLAND
TEXAS, 79701
432.559.4859
tj@hddwtx.com

CLIENT

CUNG LIAN NI

INTERIOR RENOVATION FOR RESTAURANT

IMPERIAL SHOPPING CENTER SUITE 3A Midland, Tx

CODE INFORMATION

Project no. H3C20018
scale: As indicated
date: 9.23.2020

Revisions

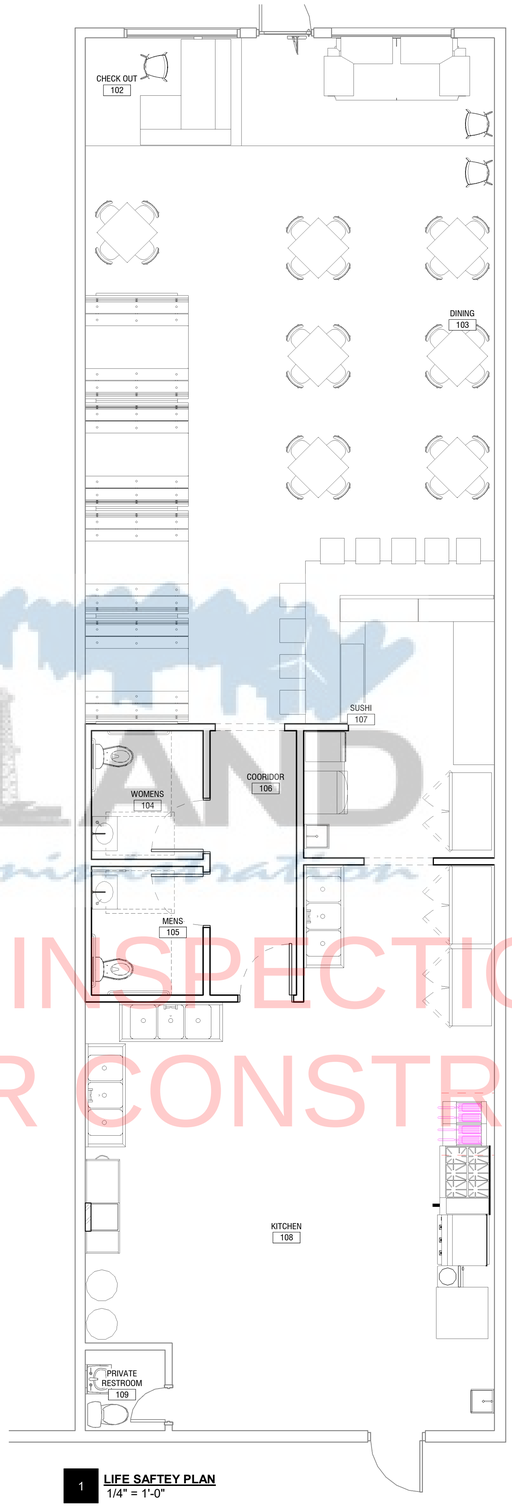
NO	DATE	DESCRIPTION

PERMIT

A-000

OCCUPANT AND FIXTURE LOAD SCHEDULE

Level	Number	Name	Room Calcs		Room Capacity	Male Water Closet Load	Plumbing Loads	Female Water Closet Load	Plumbing Loads	Female Lav Load	Required Female Lavs	Male Lav Load	Plumbing Loads	Drinking Fountain Load	Plumbing Loads
			Area	SF Per Person			Required WC (Male)		Required WC (Female)				Required Male Lavs		Required Drinking Fountains
LEVEL 1	101	WAITING	92	15	7	75	0.04	75	0.04	200	0.02	200	0.02	500	0.013
LEVEL 1	102	CHECK OUT	57	30	2	500	0.00	500	0.00	750	0.00	750	0.00	1000	0.002
LEVEL 1	103	DINING	723	15	49	75	0.32	75	0.32	200	0.12	200	0.12	500	0.097
LEVEL 1	104	WOMENS	49												
LEVEL 1	105	MENS	49												
LEVEL 1	106	COORIDOR	77	0		0		0		0		0		0	
LEVEL 1	107	SUSHI	156	200	1	75	0.01	75	0.01	200	0.00	200	0.00	500	0.003
LEVEL 1	108	KITCHEN	656	200	4	75	0.03	75	0.03	200	0.01	200	0.01	500	0.008
LEVEL 1	109	PRIVATE RESTROOM	22												
			1881		63		0.41		0.41		0.15		0.15		0.123



1 **LIFE SAFTEY PLAN**
1/4" = 1'-0"

BUILDING CODE SUMMARY

Name of Project: CUNG LIAN NU New Restaurant
Address: IMPERIAL SHOPPING CENTER SUITE 3A Midland, Tx
Proposed Use: Restaurant
Owner or Authorized Agent: MIDLAND, TEXAS* Phone:
Owned By: __ City / County ● Private __TX__State
Code Enforcement Jurisdiction: CITY OF MIDLAND County: MIDLAND

Zoning: *****
Land Use: *****
Lot Area: **** acres (MIDLAND, TEXAS sf)
Building Footprint Area:
Lot Coverage: 0.00%
Floor Area Ratio: 0.00 : 0

SCOPE OF WORK: MIDLAND, TEXAS*

Construction shall include all associated, mechanical, electrical, plumbing, as required for occupancy.

APPLICABLE CODES / ORDINANCES:

BUILDING CODES:
2018 International Building Code (IBC) with City of MIDLAND, TEXASammendments - Ordinance
2018 International Mechanical Code (IMC) with City of MIDLAND, TEXASammendments - Ordinance
2018 International Plumbing Code (IPC) with City of MIDLAND, TEXASammendments - Ordinance
2018 International Fire Code (IFGC) with City of MIDLAND, TEXASammendments - Ordinance
2017 National Electric Code (NEC) with City of MIDLAND, TEXASammendments - Ordinance

ZONING:
*****
OTHER STANDARDS:

2010 ADA Standards for Accessible Design
2012 Texas Accessibilty Standards (TAS)

OCCUPANCY:

Primary Occupancy: __ Assembly __ A1 __ A2 __ A3 __ A4 __ A5
● Business
__ Educational
__ Factory / Industrial __ F1 __ F2
__ High Hazard __ H1 __ H2 __ H3 __ H4
__ Institutional __ I1 __ I2 __ I3 __ I4
__ Mercantile
__ Residential __ R1 __ R2 __ R3 __ R4
__ Storage __ S1 __ S2 __ High-Piled
__ Utility
__ Parking Garage __ Open __ Enclosed __ Repair

Secondary Occupancy: N/A

Mixed Occupancy __ Yes ● No Separation:● Exception:__

GENERAL BUILDING DATA:

Construction Type: __ IA __ IB __ IIA ● IIB __ IIIA __ IIIB __ IV __ VA __VB
Mixed Construction: ● No __ Yes Types:_____
Sprinklers: ● No __ Yes __ NFPA 13 __NFPA 13R __ NFPA 13D
Standpipes: ● No __ Yes Class: __ I __ II __ III __ Wet
Fire District: ● No __ Yes
Building Height: NA
Mezzanine: ● No __ Yes
High Rise: ● No __ Yes

LIFE SAFETY REQUIREMENTS:

Emergency Lighting: __ No ● Yes
Exit Signs: __ No ● Yes
Fire Alarm: ● No __ Yes
Smoke Detection System: __ No ● Yes
Panic Hardware: ● No __ Yes
Emergency Standby Power System: ● No __ Yes

MIDLAND Code Administration
PERMITS & INSPECTIONS
APPROVED FOR CONSTRUCTION

H3 DIGITAL DESIGN
H3 DIGITAL DESIGN
200 WEST ILLINOIS
SUITE 120 MIDLAND
TEXAS, 79701
432.559.4859
tj@hddwtx.com

CLIENT

CUNG LIAN NI

INTERIOR RENOVATION FOR RESTAURANT

IMPERIAL SHOPPING CENTER SUITE 3A Midland, Tx

CODE INFORMATION

Project no. H3C20018
scale: As indicated
date: 9.23.2020

Revisions

NO	DATE	DESCRIPTION

PERMIT

A-000

PACKET
20:10
April 13, 2021

MIDLAND Planning Division

Specific Use Permit with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUP-21-0093

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: CUNG LIAN NI		Phone (432) 349 6529 Email NICUNG6@GMIAL.com	
Address 3211 W. Wadley Ave Suite 3A	City Midland	State TX	Zip 79705

Property Owner Printed Name: Imperial Shopping Center I, LTD		Phone (432) 697-6401 Email cassidy@imperialshoppingcenter.com	
Address 3211 W. Wadley Ave	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: 3211 W. Wadley Ave. Suite 3A

Business Name: Tokyo I

Legal Description
Lot: A0.20 Block: 1 Subdivision: Imperial Heights

Current Zoning:

Reason for Request: OPEN the RESTAURAN

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Sit down casual restaurant

Proposed/Current Days and Hours of Operation: 7 days a week 8 hrs per day

Proposed Days and Hours of Alcohol Service: 7 day a week 8 hrs per day

Total Square Footage of Business: 2100

Square Footage of Alcohol Serviceable Area: 800

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
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 10.20.2020
Applicant (printed): CUNG LIAN NI	
Property Owner (signature):	Date: 10.20.2020
Property Owner (printed): Sean A. Molloy	

The Specific Use Permit with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Sean Molloy who, being by me duly sworn, upon oath says: That (s)he is authorized by Imperial Shopping Center, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 20th day of Oct, 20 20, to certify which witness my hand and seal of office.

RITA G HERNANDEZ
Notary ID #130111939
My Commission Expires
February 10, 2023

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

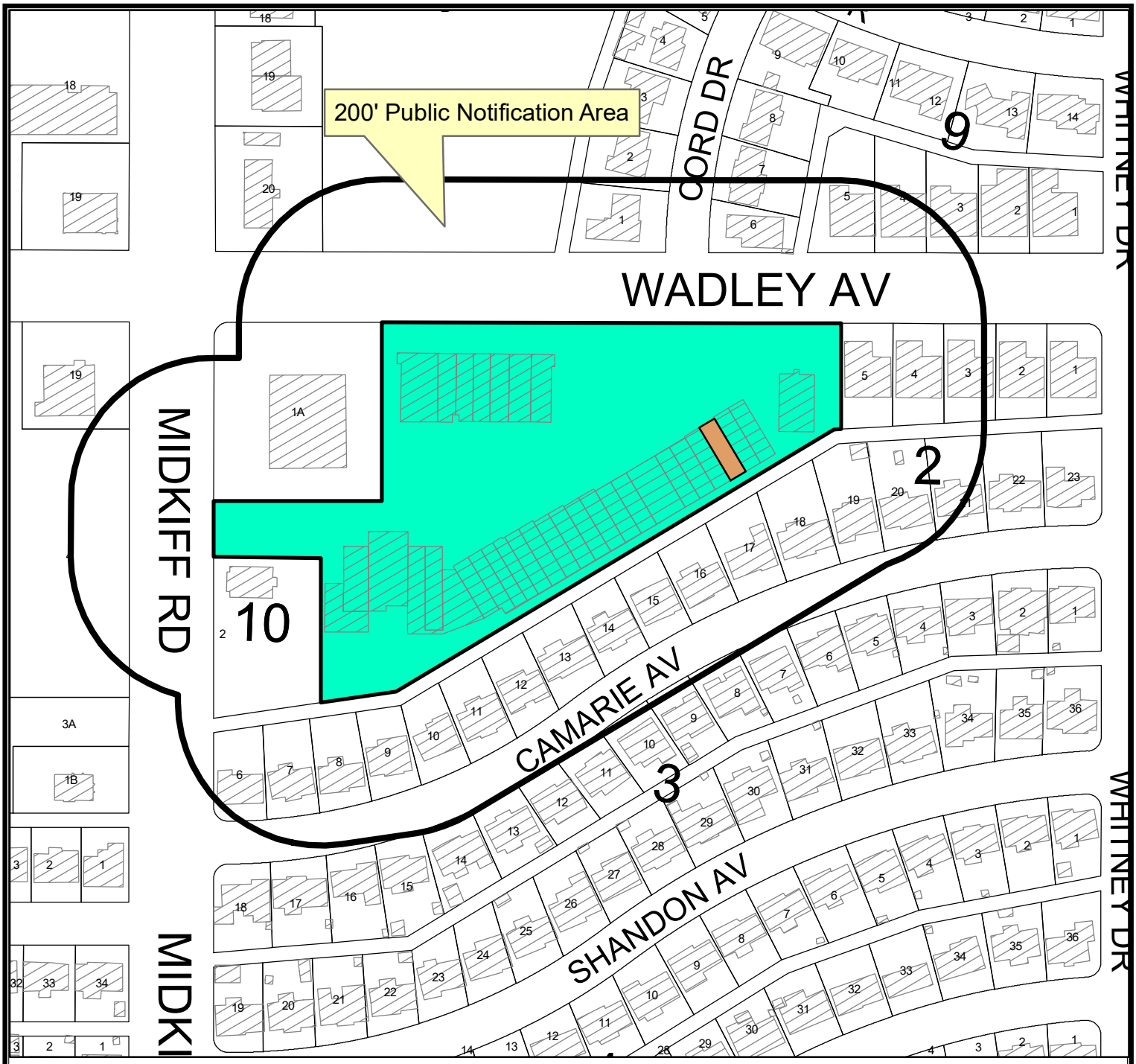
****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # credit card	☐ Plans in Digital Format (PDF/JPEG) online
Received By: EJ	Date: JAN 07 2021

RECEIVED

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

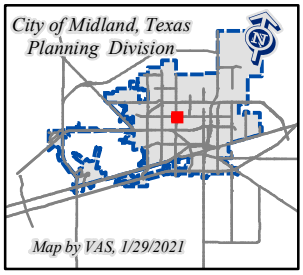
SUD-21-0093 **Scale: 1" = 200'**

Consider a request by Cung Lian Ni for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a restaurant, on a 1,881 square foot portion of Block 1, less the 250-foot by 150-foot northwest corner and less the 224-foot by 150-foot southwest corner, Replat of Block 1 and 2, Imperial Heights Addition, City and County of Midland, Texas.

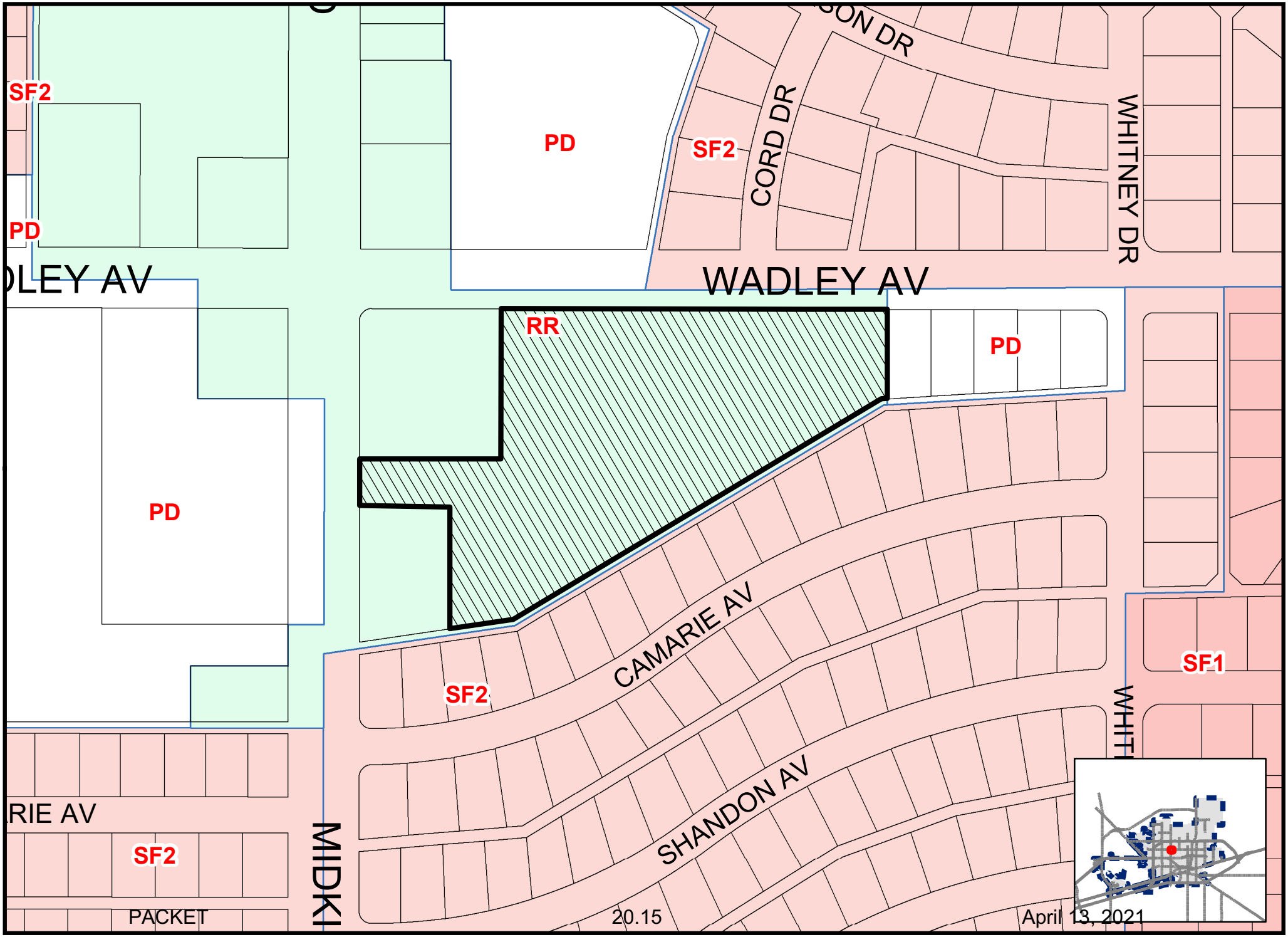
Generally located on the south side of W. Wadley Avenue, approximately 277 feet east of N. Midkiff Road. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT DESIGNED TO BE USED AS THE PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By VAS, 1/29/2021

SUD-21-0093

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.

RECEIVED
FEB 16 2021
BY: .....

MIDLAND
Planning Division

ADAMS KELTON
3210 CAMARIE AV
MIDLAND TX 79705

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas, will hold a public hearing at **3:30 p.m.** on **Tuesday, February 16, 2021,** in the Council Chamber, City Hall, 300 N. Loraine Street, Midland, TX 79701 and via video conference, on a request by **Cung Lian Ni** for a **Specific Use Designation with Term** on the following described property:

LEGAL DESCRIPTION: On a 1,881 square foot portion of Block 1, less the 250-foot by 150-foot northwest corner and less the 224-foot by 150-foot southwest corner, Replat of Block 1 and 2, Imperial Heights Addition, City and County of Midland, Texas.

LOCATION: Generally located on the south side of W. Wadley Avenue, approximately 277 feet east of N. Midkiff Road. (Council District 3)

CURRENT ZONING: RR, Regional Retail District.

SPECIFIC USE: For the sale of all alcoholic beverages for on-premises consumption, in a restaurant.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X

Comments:

We already deal with noise, excessive trash and broken glass from the Italian restaurant. Not to mention they continuously fill our cans when their private cars are full.

Required Information:

K Adams — Property Owner's Signature
Kelton Adams — Printed Name
3210 Camarie Ave. — Property Address (**No P. O. Boxes**)

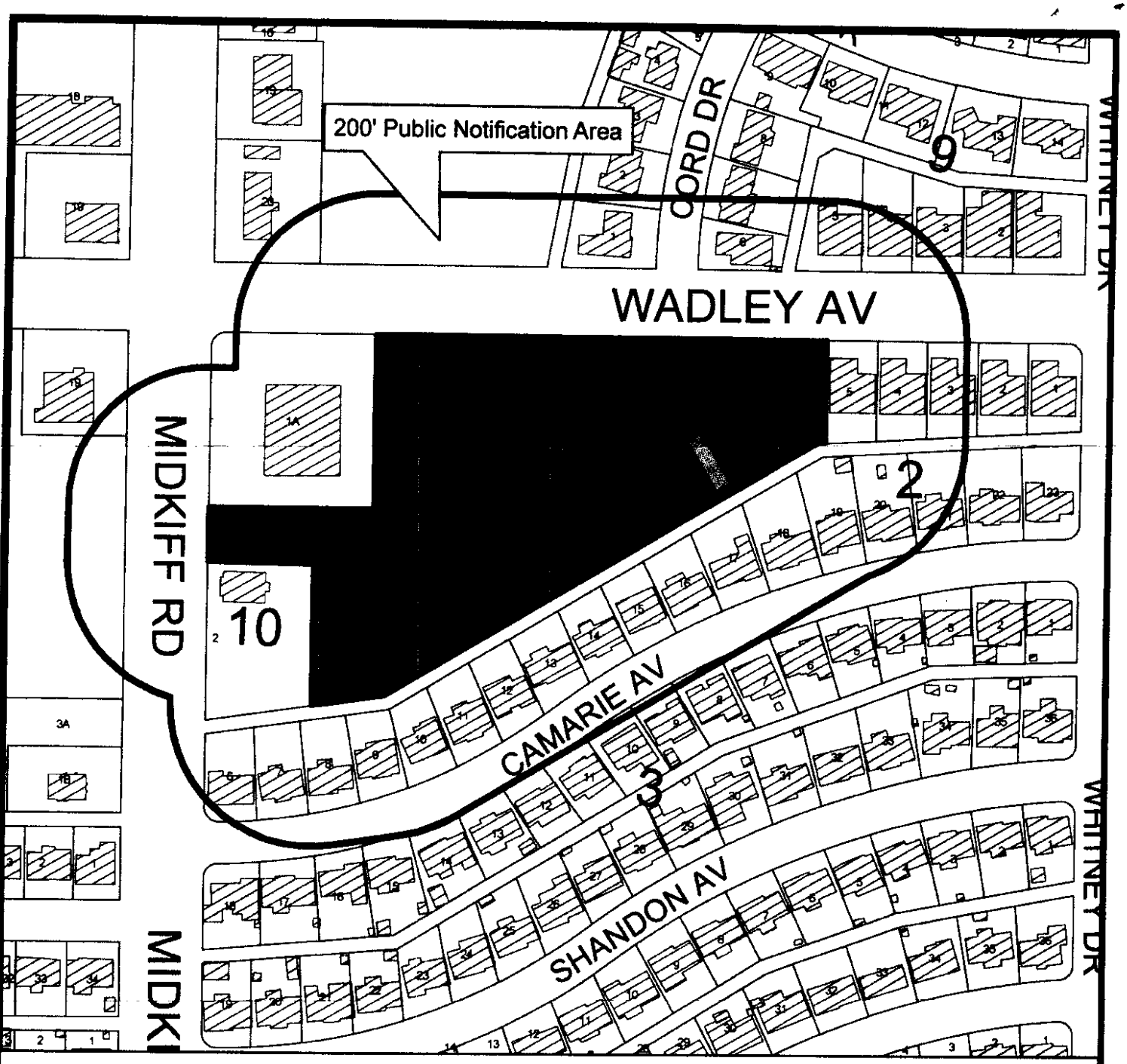
If any further information is desired, please contact the Planning Division at (432) 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : (432) 685-7400.

Notices Mailed: 43
Date Mailed: February 5, 2021
Case Number: SUD-21-0093
Case Name: Tokyo 1
VAS Planner's Initials

Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.

Video conference information can be found on the City of Midland's website: http://www.midlandtexas.gov/9671/PrimeGov-Meetings



LOCATION MAP

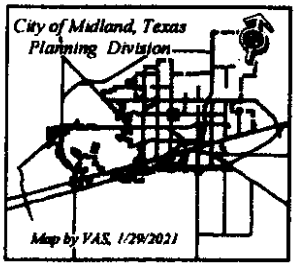
SUD-21-0093 **Scale: 1" = 200'**

Consider a request by Cung Lian Ni for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a restaurant, on a 1,881 square foot portion of Block 1, less the 250-foot by 150-foot northwest corner and less the 224-foot by 150-foot southwest corner, Replat of Block 1 and 2, Imperial Heights Addition, City and County of Midland, Texas.

Generally located on the south side of W. Wadley Avenue, approximately 277 feet east of N. Midkiff Road. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2020

MIDLAND
Planning Division

RECEIVED
MAR 10 2021
BY:

ADAMS KELTON
3210 CAMARIE AV
MIDLAND TX 79705

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will hold a public hearing at **10:00 a.m.** on **Tuesday**, **March 23, 2021** in the Council Chamber, City Hall, 300 N. Loraine Street, Midland, TX 79701, on a request by **Cung Lian Ni for a Specific Use Designation with Term** on the following described property:

LEGAL DESCRIPTION: On a 1,881 square foot portion of Block 1, less the 250-foot by 150-foot northwest corner and less the 224-foot by 150-foot southwest corner, Replat of Block 1 and 2, Imperial Heights Addition, City and County of Midland, Texas.

LOCATION: Generally located on the south side of W. Wadley Avenue, approximately 277 feet east of N. Midkiff Road. (Council District 3)

CURRENT ZONING: RR, Regional Retail District.

SPECIFIC USE: For the sale of all alcoholic beverages for on-premises consumption, in a restaurant.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:** This is the 3rd time I've objected to this request. We already deal w/ increased trash, noise, broken glass from the Italian restaurant. Not to mention additional trash containers along our fence line in the alley.

Required Information:

K Adams
Property Owner's Signature

Kelton Adams
Printed Name

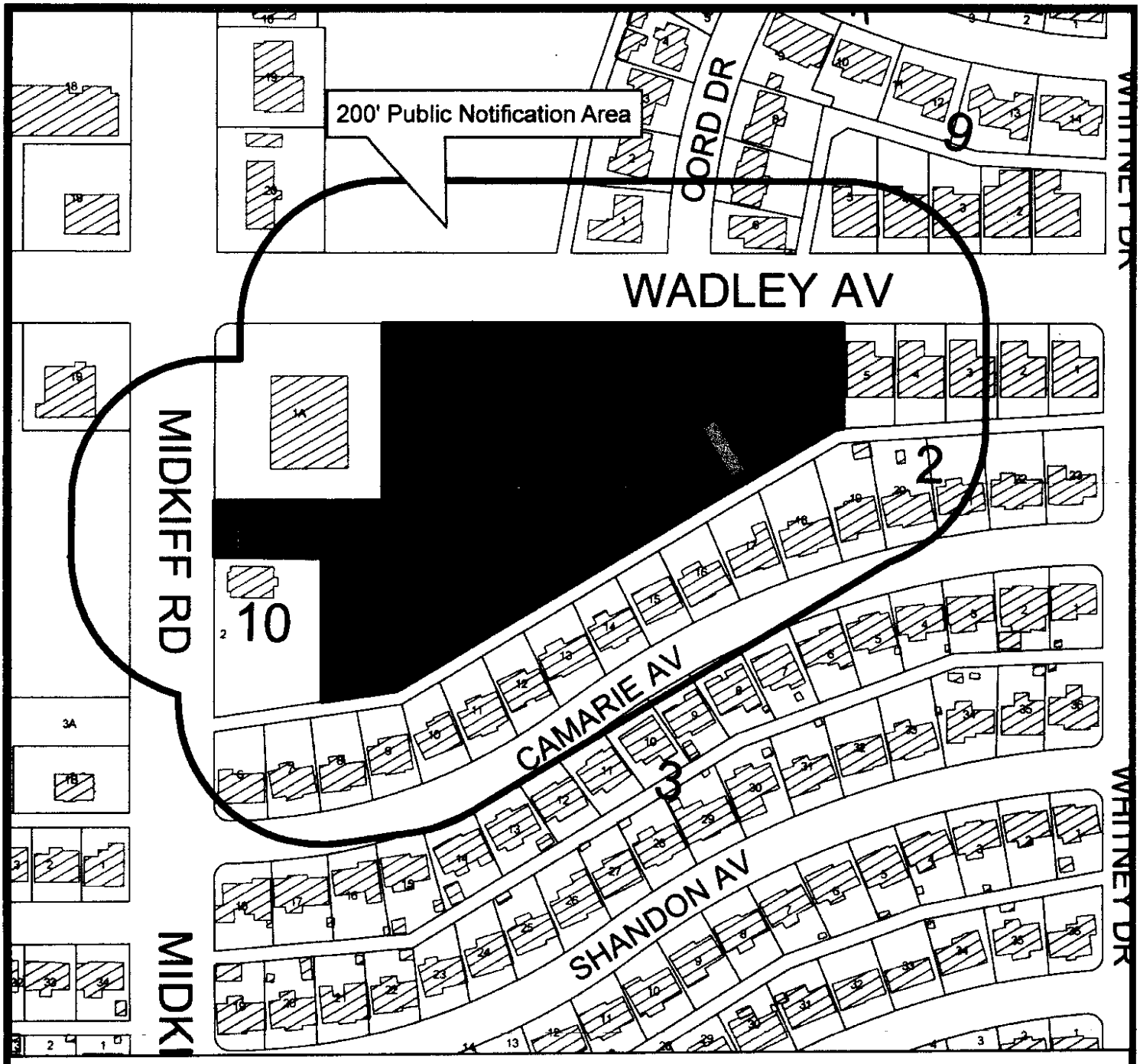
3210 Camarie Ave.
Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at (432) 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : (432) 685-7400.

Notices Mailed: 43
Date Mailed: March 5, 2021
Case Number: SUD-21-0093
Case Name: Tokyo 1
VAS Planner's Initials

Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.



LOCATION MAP

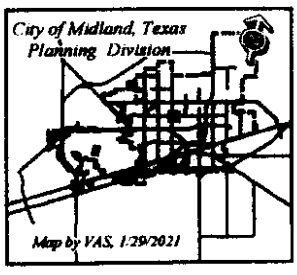
SUD-21-0093 **Scale: 1" = 200'**

Consider a request by Cung Lian Ni for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a restaurant, on a 1,881 square foot portion of Block 1, less the 250-foot by 150-foot northwest corner and less the 224-foot by 150-foot southwest corner, Replat of Block 1 and 2, Imperial Heights Addition, City and County of Midland, Texas.

Generally located on the south side of W. Wadley Avenue, approximately 277 feet east of N. Midkiff Road. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




OPEN


SHEAR KOUNTRY
Hair and Nail
Salon
Fancy
Flowers
Full Service Florist
ROYALTY
Finishes
Edward Jones
DANCE
CENTER
SHEAR KOUNTRY
TOKYO I
ROYALTY FINISHES
EDWARD JONES
JK DANCE CENTER
GMC



City Council Meeting

Item Number: 21

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Valerie Sherman, Senior 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 24.5578-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 625 FEET NORTH OF BRIARWOOD AVENUE AND APPROXIMATELY 2,153 FEET EAST OF AVALON DRIVE); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES)

Purpose:

Consider an ordinance for an annexation of a 24.5578-acres tract of land located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, located approximately 625 feet north of Briarwood Avenue and approximately 2,153 feet east of Avalon Drive.

Recommended City Council Action:

Approve

Fiscal Impact:

Additional land to be developed under City regulations in an expanded growth area.

Discussion:

The applicant, IDEA Henry Public School, is requesting to annex a 24.5578-acres tract of land located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. The proposed annexation will allow the provision of City services to the property. This is considered a voluntary annexation.

On January 15, 2021, the service agreement between the City and the property owner 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.

Transportation: (Approved)

No objection to annexation.

Fire: (Approved)

No comments.

Code Administration: (Approved)

No objections.

Building Code: (Approved)

No objections.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

As this proposed development will conform with the Tall City Tomorrow Comprehensive Plan, staff recommends approval of this annexation.

Attachments:

Petition (Exhibit A)
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 24.5578-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 625 FEET NORTH OF BRIARWOOD AVENUE AND APPROXIMATELY 2,153 FEET EAST OF AVALON DRIVE); 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 March 23, 2021, 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 March 5, 2021, 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 March 10, 2021; 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 24.5578-acre tract of land out of Section 24, 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., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" & "B" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, IDEA PUBLIC SCHOOLS ("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

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 13th day of January, 2021, by Larry H. Walker in the capacity herein stated.

MY COMMISSION EXPIRES

11/20/2022

Notary Public, State of Texas

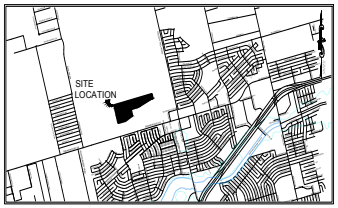
KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

EXHIBIT A

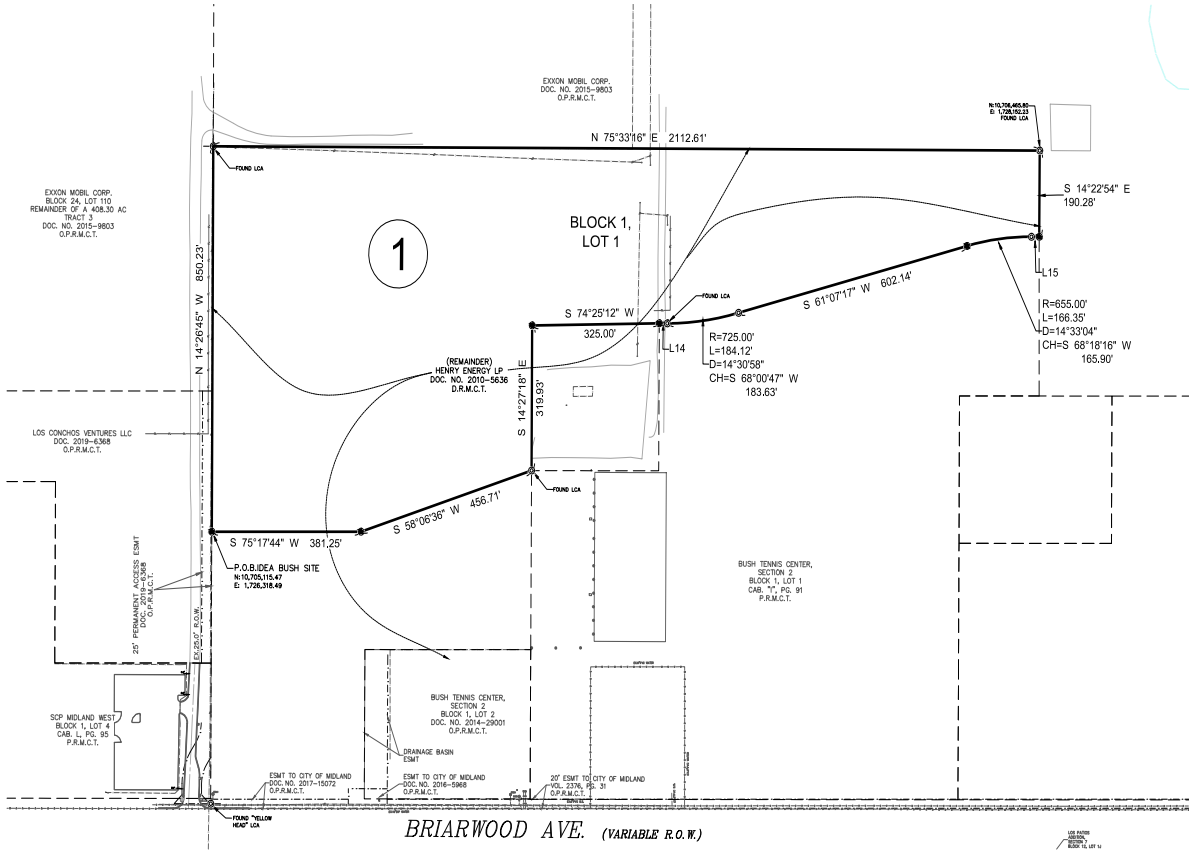
ANNEXATION EXHIBIT

IDEA BUSH SITE - 24.5578 ACRES

LOCATED IN SECTION 24, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS

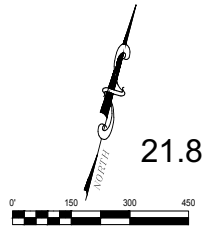


VICINITY MAP
(NOT TO SCALE)



LEGEND

- DENOTES SET ⅝" IRON ROD w/ RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BOUNDARY LINE
- DENOTES LOT LINES
- DENOTES ADJACENT DEED OR PROPERTY LINE
- DENOTES FUTURE EASEMENT LINE
- DENOTES EXISTING EASEMENT LINE
- D.R.M.C.T. DEED RECORDS, MIDLAND COUNTY, TEXAS
- P.R.M.C.T. PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
- O.P.R.M.C.T. OFFICIAL PLAT RECORDS, MIDLAND COUNTY, TEXAS
- C.C. No. COUNTY CLERK'S INSTRUMENT NUMBER



21.8

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEFNER, R.P.L.S. 4562
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

STATE OF TEXAS
KERRY M. HOEFNER
4562
REGISTERED
PROFESSIONAL
LAND SURVEYOR

13 JAN, 2021

OWNER:
IDEA Public Schools
2115 W. Pike Blvd.
Weslaco, Texas 78596

WEST COMPANY
SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

April 13, 2021

JANUARY 13, 2021
IDEA BUSH SCHOOL SITE

© COPYRIGHT 2020 ALL RIGHTS RESERVED

E:_03_WESTCO\2020\2020-0103 IDEA - BUSH\DIBUJOS\2020-0103 ANNEX EXHIBIT 2021-01-13.DWG

EXHIBIT B

DESCRIPTION – IDEA BUSH SCHOOL SITE

BEING a 24.5578 acre tract lying and being situated in Section 24, Block 40, T-1-S, T & P RR Co. Survey, in the City of Midland, Midland County, Texas and being a portion of that certain tract described in General Warranty Deed to Henry Energy LP, recorded in Document Number 2010-5636, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING (N: 10,705,115.47; E: 1,726,318.49) at a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) located on the west line of the remainder of said Henry Energy LP tract; said set iron rod also being located South 14 degrees 26 minutes 45 seconds East, 539.84 feet from a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said Beginning Point also being on the east line of that certain tract described in deed to Los Conchos Ventures LLC, recorded in Document Number 2019-6368, O.P.R.M.C.T.;

THENCE North 14 degrees 26 minutes 45 seconds West, along the west line of said Henry Energy LP tract and the east line of said Los Conchos Ventures LLC tract, at a distance of 310.36 pass the northeast corner of said Los Conchos Ventures LLC tract and a southeast corner of that certain tract described in deed to Exxon Mobil Corp., recorded in Document Number 2015-9803, O.P.R.M.C.T., and continuing for a total distance of 539.84 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said iron rod also being located at an angle point in the south line of said Exxon Mobil Corp. tract;

THENCE North 75 degrees 33 minutes 16 seconds East, along the north line of said Henry Energy LP tract and the south line of said Exxon Mobil Corp. tract, a distance of 2112.61 feet a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northeast corner of said Henry Energy LP tract;

THENCE South 14 degrees 22 minutes 54 seconds East, along the east line of said Henry Energy LP tract, a distance of 190.28 feet to a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) for the most northerly southeast corner of said Henry Energy LP tract;

THENCE South 75 degrees 34 minutes 48 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.22 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the beginning of a curve to the left having a radius of 655.00 feet and a chord bearing South 68 degrees 18 minutes 16 seconds West, 165.90 feet;

THENCE Southwesterly, along said curve to left and the south line of said Henry Energy LP tract, through a central angle of 14 degrees 33 minutes 04 seconds, an arc distance of 166.35 feet to a set iron rod for the end of said curve;

(Description continued on Page 2 of 2)

(Description continued from Page 1 of 2)

THENCE South 61 degrees 07 minutes 17 seconds West, along the south line of said Henry Energy LP tract, a distance of 602.14 feet to a set iron rod for the beginning of a curve to the right having a radius of 725.00 feet and a chord bearing South 68 degrees 00 minutes 47 seconds West, 183.63 feet;

THENCE Southwesterly, along said curve to the right and the south line of said Henry Energy LP tract, an arc distance of 184.12 feet to found 1/2 inch iron rod with yellow plastic cap marked "LCA" for the end of said curve;

THENCE South 75 degrees 59 minutes 21 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.59 feet to a set iron rod;

THENCE South 74 degrees 25 minutes 12 seconds West, a distance of 325.00 feet to a set iron rod;

THENCE South 14 degrees 27 minutes 18 seconds East, a distance of 319.93 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found at an angle point in the south line of said Henry Energy LP tract;

THENCE South 58 degrees 06 minutes 36 seconds West, a distance of 456.71 feet to a set iron rod;

THENCE South 75 degrees 17 minutes 44 seconds West, along the south line of said Henry Energy LP tract and said north right-of-way line, a distance of 381.25 feet to the Point of Beginning and containing 24.5578 acres of land.

Notes:

Coordinates, Bearings, Distances and Areas mentioned herein are Lambert Grid and conform to the "Texas Coordinate System", Texas Central Zone 4203, North American Datum 1983.

Kerry M Hoefner
13 JAN, 2021



PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" & "B" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, IDEA PUBLIC SCHOOLS ("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

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 13th day of January, 2021, by Larry H. Walker in the capacity herein stated.

MY COMMISSION EXPIRES

11/20/2022

Notary Public, State of Texas

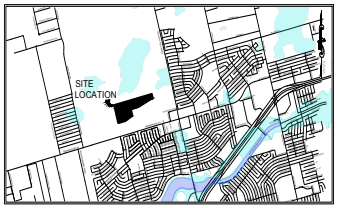
KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

EXHIBIT A

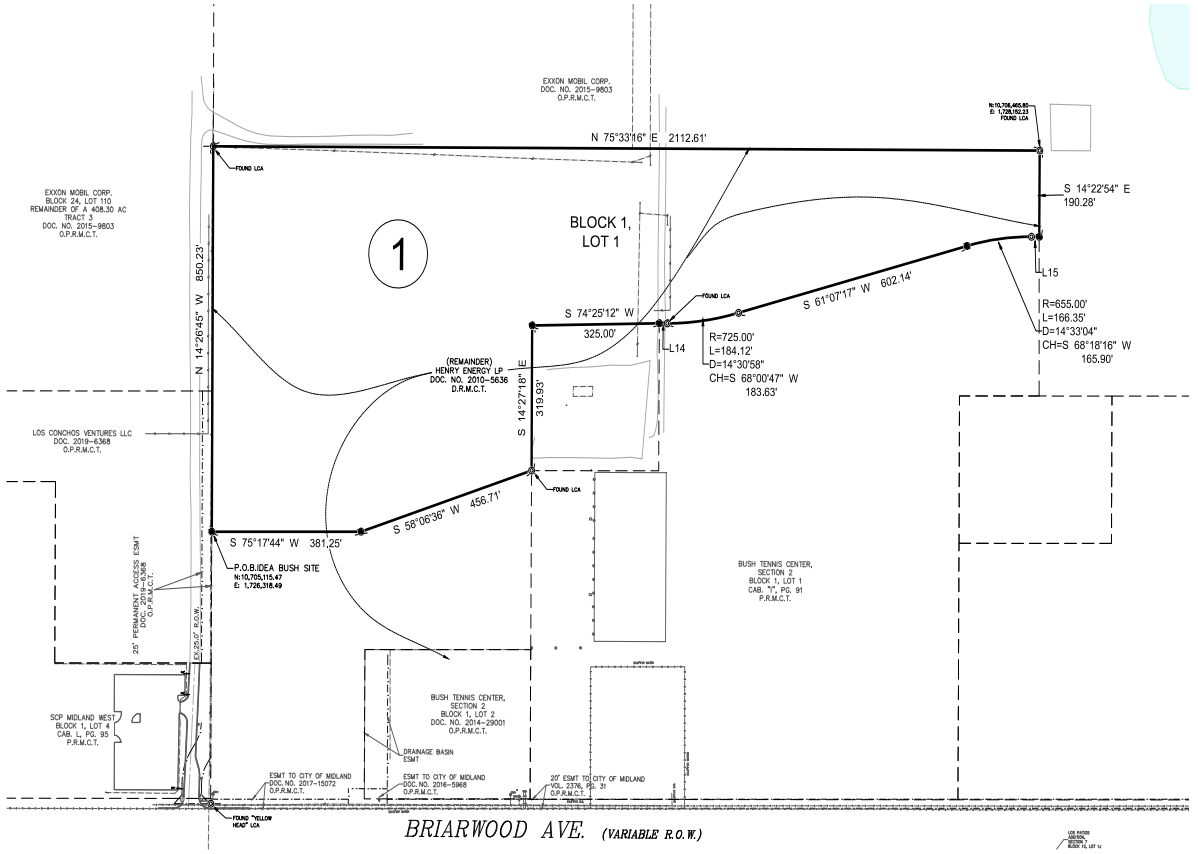
ANNEXATION EXHIBIT

IDEA BUSH SITE - 24.5578 ACRES

LOCATED IN SECTION 24, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS

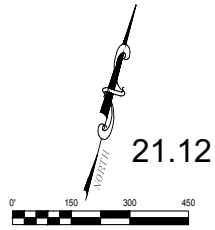


VICINITY MAP
(NOT TO SCALE)



LEGEND

- DENOTES SET ⅝" IRON ROD w/ RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BOUNDARY LINE
- DENOTES LOT LINES
- DENOTES ADJACENT DEED OR PROPERTY LINE
- DENOTES FUTURE EASEMENT LINE
- DENOTES EXISTING EASEMENT LINE
- D.R.M.C.T. DEED RECORDS, MIDLAND COUNTY, TEXAS
- P.R.M.C.T. PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
- O.P.R.M.C.T. OFFICIAL PLAT RECORDS, MIDLAND COUNTY, TEXAS
- C.C. No. COUNTY CLERK'S INSTRUMENT NUMBER



SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEFNER, R.P.L.S. 4562
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

13 JAN, 2021

OWNER:
IDEA Public Schools
2115 W. Pike Blvd.
Weslaco, Texas 78596

WEST COMPANY
SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

JANUARY 13, 2021
IDEA BUSH SCHOOL SITE

© COPYRIGHT 2020 ALL RIGHTS RESERVED

PACKET 21.12 April 13, 2021

E:_03_WESTCO\2020\2020-0103 IDEA - BUSH\DIBUJOS\2020-0103 ANNEX EXHIBIT 2021-01-13.DWG

EXHIBIT B

DESCRIPTION – IDEA BUSH SCHOOL SITE

BEING a 24.5578 acre tract lying and being situated in Section 24, Block 40, T-1-S, T & P RR Co. Survey, in the City of Midland, Midland County, Texas and being a portion of that certain tract described in General Warranty Deed to Henry Energy LP, recorded in Document Number 2010-5636, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING (N: 10,705,115.47; E: 1,726,318.49) at a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) located on the west line of the remainder of said Henry Energy LP tract; said set iron rod also being located South 14 degrees 26 minutes 45 seconds East, 539.84 feet from a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said Beginning Point also being on the east line of that certain tract described in deed to Los Conchos Ventures LLC, recorded in Document Number 2019-6368, O.P.R.M.C.T.;

THENCE North 14 degrees 26 minutes 45 seconds West, along the west line of said Henry Energy LP tract and the east line of said Los Conchos Ventures LLC tract, at a distance of 310.36 pass the northeast corner of said Los Conchos Ventures LLC tract and a southeast corner of that certain tract described in deed to Exxon Mobil Corp., recorded in Document Number 2015-9803, O.P.R.M.C.T., and continuing for a total distance of 539.84 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said iron rod also being located at an angle point in the south line of said Exxon Mobil Corp. tract;

THENCE North 75 degrees 33 minutes 16 seconds East, along the north line of said Henry Energy LP tract and the south line of said Exxon Mobil Corp. tract, a distance of 2112.61 feet a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northeast corner of said Henry Energy LP tract;

THENCE South 14 degrees 22 minutes 54 seconds East, along the east line of said Henry Energy LP tract, a distance of 190.28 feet to a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) for the most northerly southeast corner of said Henry Energy LP tract;

THENCE South 75 degrees 34 minutes 48 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.22 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the beginning of a curve to the left having a radius of 655.00 feet and a chord bearing South 68 degrees 18 minutes 16 seconds West, 165.90 feet;

THENCE Southwesterly, along said curve to left and the south line of said Henry Energy LP tract, through a central angle of 14 degrees 33 minutes 04 seconds, an arc distance of 166.35 feet to a set iron rod for the end of said curve;

(Description continued on Page 2 of 2)

(Description continued from Page 1 of 2)

THENCE South 61 degrees 07 minutes 17 seconds West, along the south line of said Henry Energy LP tract, a distance of 602.14 feet to a set iron rod for the beginning of a curve to the right having a radius of 725.00 feet and a chord bearing South 68 degrees 00 minutes 47 seconds West, 183.63 feet;

THENCE Southwesterly, along said curve to the right and the south line of said Henry Energy LP tract, an arc distance of 184.12 feet to found 1/2 inch iron rod with yellow plastic cap marked "LCA" for the end of said curve;

THENCE South 75 degrees 59 minutes 21 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.59 feet to a set iron rod;

THENCE South 74 degrees 25 minutes 12 seconds West, a distance of 325.00 feet to a set iron rod;

THENCE South 14 degrees 27 minutes 18 seconds East, a distance of 319.93 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found at an angle point in the south line of said Henry Energy LP tract;

THENCE South 58 degrees 06 minutes 36 seconds West, a distance of 456.71 feet to a set iron rod;

THENCE South 75 degrees 17 minutes 44 seconds West, along the south line of said Henry Energy LP tract and said north right-of-way line, a distance of 381.25 feet to the Point of Beginning and containing 24.5578 acres of land.

Notes:

Coordinates, Bearings, Distances and Areas mentioned herein are Lambert Grid and conform to the "Texas Coordinate System", Texas Central Zone 4203, North American Datum 1983.

Kerry M Hoefner
13 JAN, 2021



SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 15 day of January 20 21, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and IDEA PUBLIC SCHOOLS, hereinafter referred to as "PETITIONER" whether one or more.

WHEREAS, a petition for annexation of **24.5578-acre tract of land, located in Section 24, 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: IDEA Public Schools
2115 W. Pike Blvd.
Weslaco, TX 78596

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, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: Leanne Hernandez

Title: CO-Chief Financial Officer

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this 15 day of January, 2021 personally appeared, Leanne Hernandez, an officer of IDEA Public Schools, 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 15 day of January, 2021.

_____

Notary Public, State of Texas

MELISA ABASCAL-ANZALDUA
Notary Public, State of Texas
Comm. Expires 05-11-2022
Notary ID 131564939

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" & "B" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, IDEA PUBLIC SCHOOLS ("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

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 13th day of January, 2021, by Larry H. Walker in the capacity herein stated.

MY COMMISSION EXPIRES

11/20/2022

Notary Public, State of Texas

KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022



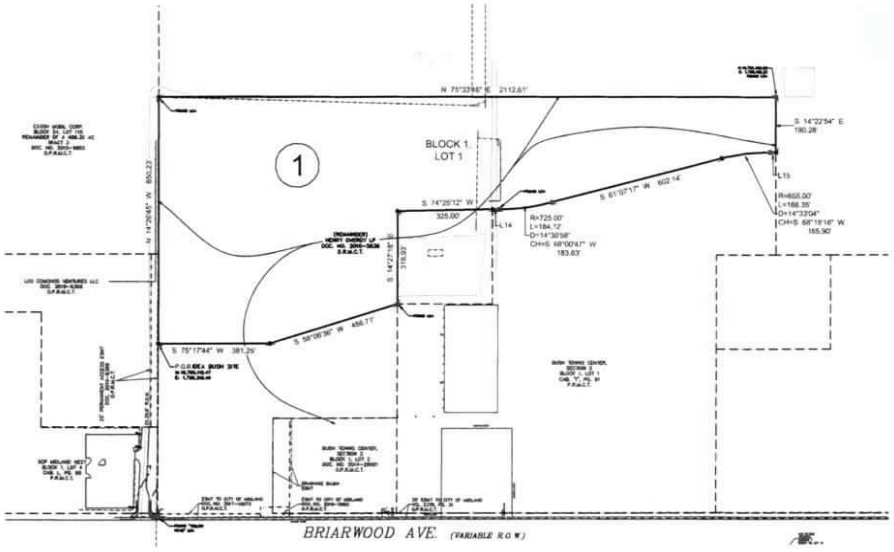
VICINITY MAP
(NOT TO SCALE)

EXHIBIT A

ANNEXATION EXHIBIT

IDEA BUSH SITE - 24.5578 ACRES

LOCATED IN SECTION 24, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS



LEGEND

- DENOTES SET "X" IRON ROD w/ RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BOUNDARY LINE
- DENOTES LOT LINES
- DENOTES ADJACENT DEED OR PROPERTY LINE
- DENOTES FUTURE EASEMENT LINE
- DENOTES EXISTING EASEMENT LINE
- DEED RECORDS, MIDLAND COUNTY, TEXAS
- PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
- OFFICIAL PLAT RECORDS, MIDLAND COUNTY, TEXAS
- COUNTY CLERK'S INSTRUMENT NUMBER



SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoehner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEHNER, R.P.L.S. #5613
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

19 JAN, 2021

OWNER:
IDEA Public Schools
2115 W. Pike Blvd.
Weslaco, Texas 78596

WEST COMPANY

SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

JANUARY 13, 2021
IDEA BUSH SCHOOL SITE

© COPYRIGHT 2020 ALL RIGHTS RESERVED

EXHIBIT B

DESCRIPTION – IDEA BUSH SCHOOL SITE

BEING a 24.5578 acre tract lying and being situated in Section 24, Block 40, T-1-S, T & P RR Co. Survey, in the City of Midland, Midland County, Texas and being a portion of that certain tract described in General Warranty Deed to Henry Energy LP, recorded in Document Number 2010-5636, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING (N: 10,705,115.47; E: 1,726,318.49) at a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) located on the west line of the remainder of said Henry Energy LP tract; said set iron rod also being located South 14 degrees 26 minutes 45 seconds East, 539.84 feet from a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said Beginning Point also being on the east line of that certain tract described in deed to Los Conchos Ventures LLC, recorded in Document Number 2019-6368, O.P.R.M.C.T.;

THENCE North 14 degrees 26 minutes 45 seconds West, along the west line of said Henry Energy LP tract and the east line of said Los Conchos Ventures LLC tract, at a distance of 310.36 pass the northeast corner of said Los Conchos Ventures LLC tract and a southeast corner of that certain tract described in deed to Exxon Mobil Corp., recorded in Document Number 2015-9803, O.P.R.M.C.T., and continuing for a total distance of 539.84 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said iron rod also being located at an angle point in the south line of said Exxon Mobil Corp. tract;

THENCE North 75 degrees 33 minutes 16 seconds East, along the north line of said Henry Energy LP tract and the south line of said Exxon Mobil Corp. tract, a distance of 2112.61 feet a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northeast corner of said Henry Energy LP tract;

THENCE South 14 degrees 22 minutes 54 seconds East, along the east line of said Henry Energy LP tract, a distance of 190.28 feet to a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) for the most northerly southeast corner of said Henry Energy LP tract;

THENCE South 75 degrees 34 minutes 48 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.22 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the beginning of a curve to the left having a radius of 655.00 feet and a chord bearing South 68 degrees 18 minutes 16 seconds West, 165.90 feet;

THENCE Southwesterly, along said curve to left and the south line of said Henry Energy LP tract, through a central angle of 14 degrees 33 minutes 04 seconds, an arc distance of 166.35 feet to a set iron rod for the end of said curve;

(Description continued on Page 2 of 2)

(Description continued from Page 1 of 2)

THENCE South 61 degrees 07 minutes 17 seconds West, along the south line of said Henry Energy LP tract, a distance of 602.14 feet to a set iron rod for the beginning of a curve to the right having a radius of 725.00 feet and a chord bearing South 68 degrees 00 minutes 47 seconds West, 183.63 feet;

THENCE Southwesterly, along said curve to the right and the south line of said Henry Energy LP tract, an arc distance of 184.12 feet to found 1/2 inch iron rod with yellow plastic cap marked "LCA" for the end of said curve;

THENCE South 75 degrees 59 minutes 21 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.59 feet to a set iron rod;

THENCE South 74 degrees 25 minutes 12 seconds West, a distance of 325.00 feet to a set iron rod;

THENCE South 14 degrees 27 minutes 18 seconds East, a distance of 319.93 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found at an angle point in the south line of said Henry Energy LP tract;

THENCE South 58 degrees 06 minutes 36 seconds West, a distance of 456.71 feet to a set iron rod;

THENCE South 75 degrees 17 minutes 44 seconds West, along the south line of said Henry Energy LP tract and said north right-of-way line, a distance of 381.25 feet to the Point of Beginning and containing 24.5578 acres of land.

Notes:

Coordinates, Bearings, Distances and Areas mentioned herein are Lambert Grid and conform to the "Texas Coordinate System", Texas Central Zone 4203, North American Datum 1983.

Kerry M Hoefner
13 JAN. 2021



DocuSign Envelope ID: 1F5D5975-8034-49DB-9395-904CB9CE1145

MIDLAND Planning Division

Annexation/Initial Zoning Application

Project Number: A-20-0023

Case Number: Z-20-0201

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Larry H. Walker, PE		Phone (432) 528-3159 Email lwalker@team-west.com	
Address 110 W. Louisiana St. Suite 110	City Midland	State Texas	Zip 79701

Property Owner Printed Name: IDEA PUBLIC SCHOOLS		Phone (432) 528-3159 Email lwalker@team-west.com	
Address 2115 W. PIKE BLVD.	City WESLACEO	State Texas	Zip 78596

Representative *(if different from Applicant or Property Owner)* Firm: WEST COMPANY OF MIDLAND, LLC Printed Name: Larry H. Walker, PE		Phone (432) 528-3159 Email lwalker@team-west.com	
Address 110 W. Louisiana St. Suite 110	City Midland	State Texas	Zip 79701

Street Address: Navasoto and Briarwood

Legal Description
Lot: Block: Subdivision:

Current Zoning: N/A	**Proposed Zone:** *(List by tracts if more than one district is requested)*

Reason for Annexation/Zone Change Request:
Property is being platted and will be used for a New K12 Academy and Prepatory school site

Present Use of Property: Agricultural

Proposed Use of Property: New K12 Academy and Prepatory School Site

How would this annexation/zone change affect the public health, safety and welfare?
Annexation of this propertrty would allow for a New K12 Academy and Prepatory school to be built that would benefit the entire area.

Describe how this annexation/zone change will affect adjacent properties:
Adjacent properties are currently oil production and multifamily to the West, The Bush Tennis Center is directly to the East and single family development is located across Briarwood to the South. Addition of this property will provide a new resource for families in the area and provide additional infrastucture for adjacent properties with no negative impacts.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

RECEIVED
OCT 19 2020

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 10/13/20
Applicant (printed): Larry H. Walker, PE	
Property Owner (signature):	Date: 10/1/2020
Property Owner (printed) : Carlo Hershberger, Co-Chief Financial Officer IDEA Public Schools	

The Annexation/Initial Zoning shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Larry H. Walker who, being by me duly sworn, upon oath says: That (s)he is authorized by Carlo Hershberger, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 13th day of October, 2020, to certify which witness my hand and seal of office.

KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

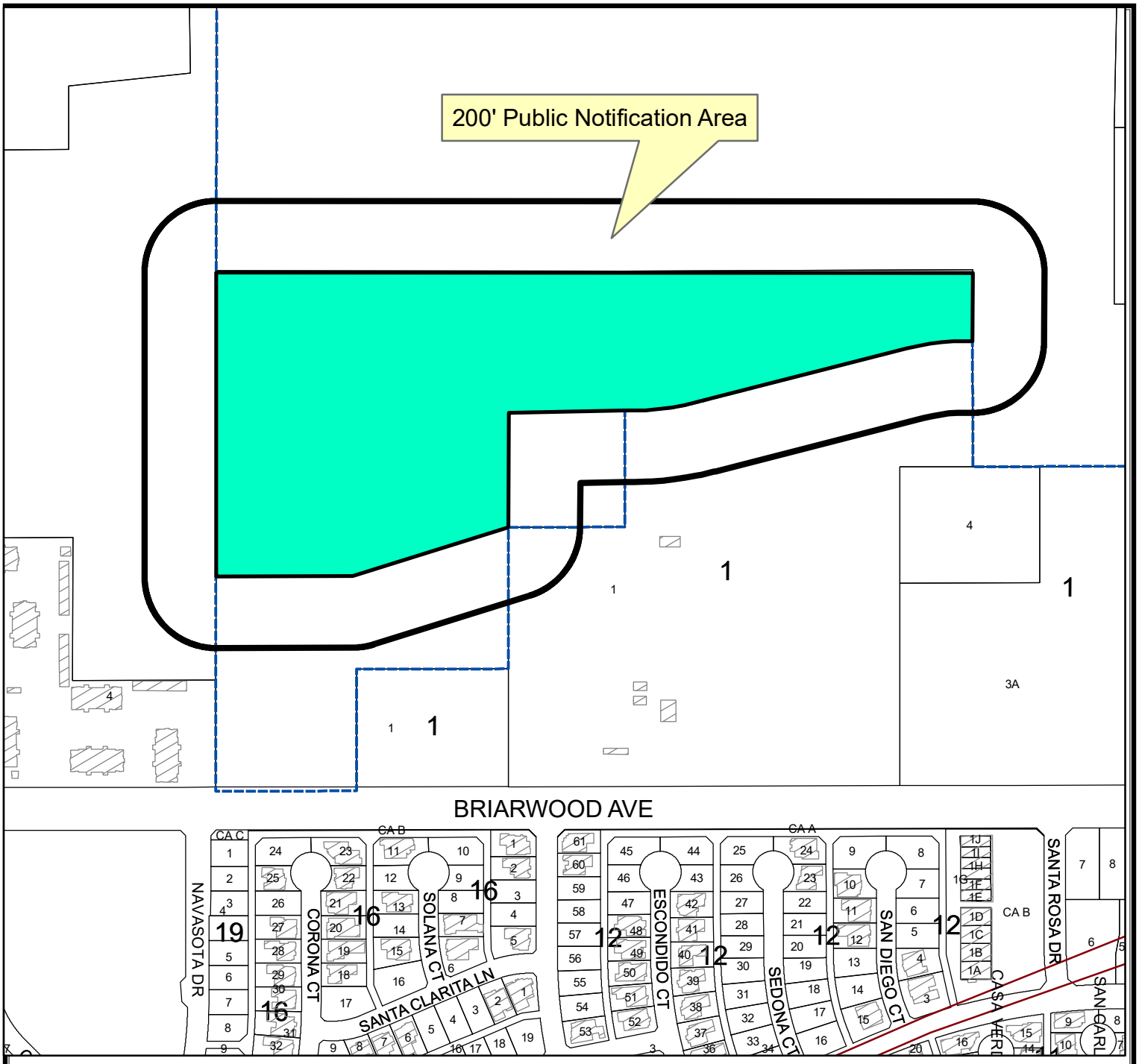
FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 25685
- ☑ Metes and Bounds (Sealed by Surveyor)
- ☑ Files in Digital Format (PDF/JPEG)
- ☐ Petition

Received By: gac Date:

RECEIVED
OCT 19 2020
BY:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

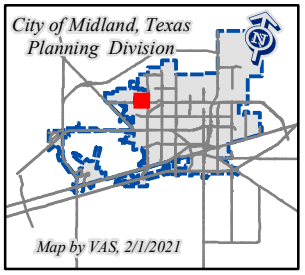
A-20-0023/Z-20-0201 **Scale: 1" = 400'**

Consider a request for the annexation and initial zoning of a 24.5578- acre tract of land located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

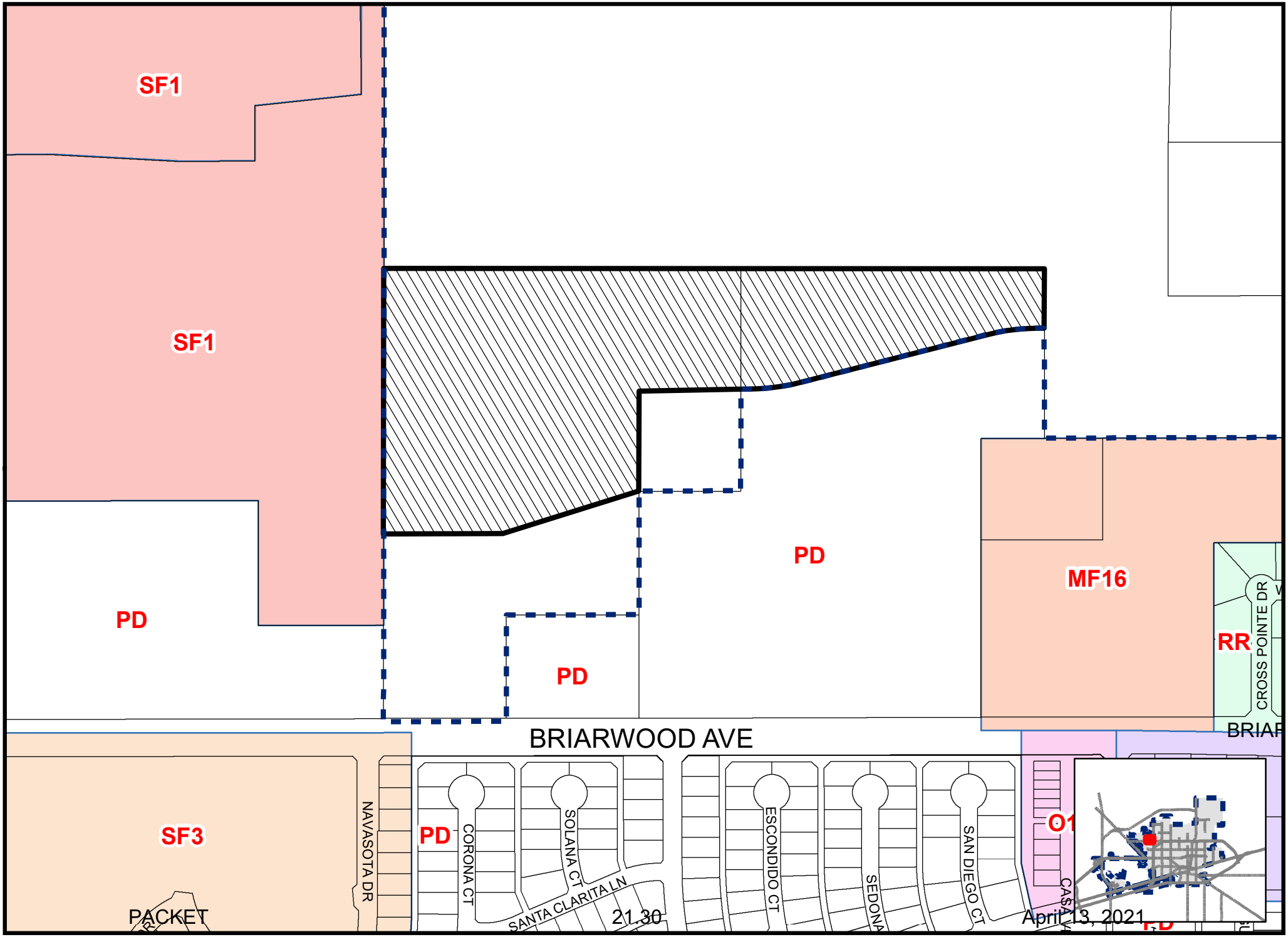
Generally located approximately 625 feet north of Briarwood Avenue and approximately 2,153 feet east of Avalon Drive. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 13, 2021



Map By VAS, 3/9/2021

A-20-0023/Z-20-0201 **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: March 23, 2021

To: City Council / City Manager

From: Valerie Sherman, Senior Planner

Subject: AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 24.5578-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 625 FEET NORTH OF BRIARWOOD AVENUE AND APPROXIMATELY 2,153 FEET EAST OF AVALON DRIVE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

Consider an ordinance on a request by IDEA Henry Public Schools for the initial zoning of a 24.5578-acres tract of land located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, located approximately 625 feet north of Briarwood Avenue and approximately 2,153 feet east of Avalon Drive.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The applicant, IDEA Henry Public School, is requesting for the initial zoning of a 24.5578-acres tract of land located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County,

Texas, located approximately 625 feet north of Briarwood Avenue and approximately 2,153 feet east of Avalon Drive, which is currently being annexed, to be LR, Local Retail District.

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 objections to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

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)

All future development will be required to meet the requirements of IFC 2015 ed. and local ordinances. Including the addition of fire hydrants.

Code Administration: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat inside City Limits.

Planning:

The Future Land Use Map in Tall City Tomorrow Comprehensive Plan calls for Urban-Medium uses in this location, encompassing a mix of housing types, neighborhood and community commercial, office and service uses.

This request was recommended for approval at the March 1, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this initial zoning of LR, Local Retail District, subject to condition A.

Conditions:

A. That the use and development of the property shall conform to the regulations of the LR, Local Retail District.

Letters of Objection:

As of March 17, 2021, staff has received one letter in favor to this request and no letters of objection to this request.

Attachments:

Petition (Exhibit A)
Service Agreement (Exhibit B)
Application
Maps
Letter in Favor

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 24.5578-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 625 FEET NORTH OF BRIARWOOD AVENUE AND APPROXIMATELY 2,153 FEET EAST OF AVALON DRIVE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, 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 March 23, 2021 (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 LR, Local 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 LR, Local 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., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the ___ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" & "B" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, IDEA PUBLIC SCHOOLS ("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

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 13th day of January, 2021, by Larry H. Walker in the capacity herein stated.

MY COMMISSION EXPIRES

11/20/2022

Notary Public, State of Texas

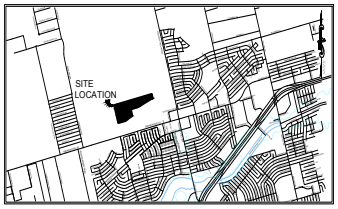
KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

EXHIBIT A

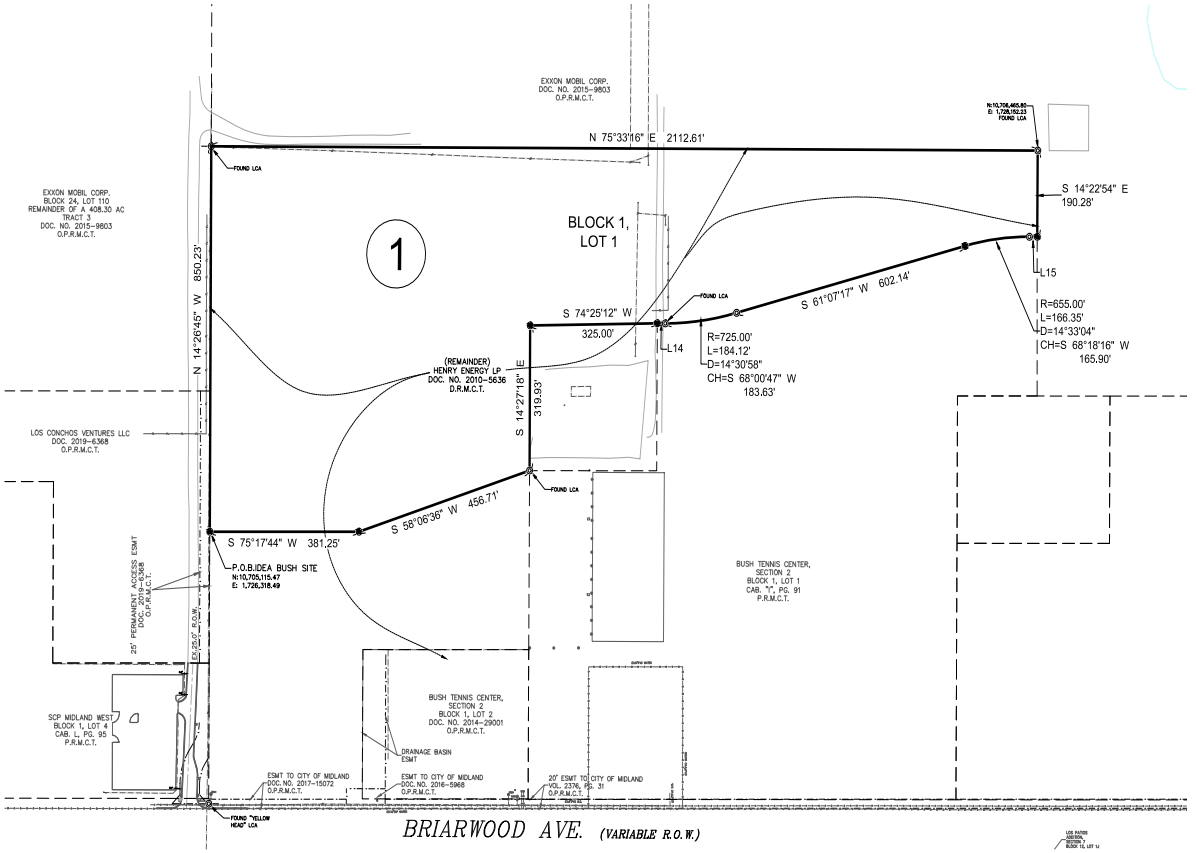
ANNEXATION EXHIBIT

IDEA BUSH SITE - 24.5578 ACRES

LOCATED IN SECTION 24, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS

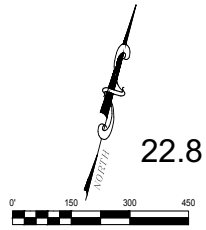


VICINITY MAP
(NOT TO SCALE)



LEGEND

- DENOTES SET ⅝" IRON ROD w/ RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BOUNDARY LINE
- DENOTES LOT LINES
- DENOTES ADJACENT DEED OR PROPERTY LINE
- DENOTES FUTURE EASEMENT LINE
- DENOTES EXISTING EASEMENT LINE
- D.R.M.C.T. DEED RECORDS, MIDLAND COUNTY, TEXAS
- P.R.M.C.T. PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
- O.P.R.M.C.T. OFFICIAL PLAT RECORDS, MIDLAND COUNTY, TEXAS
- C.C. No. COUNTY CLERK'S INSTRUMENT NUMBER



22.8

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEFNER, R.P.L.S. 4562
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

13 JAN, 2021

OWNER:
IDEA Public Schools
2115 W. Pike Blvd.
Weslaco, Texas 78596

SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

WEST COMPANY

April 13, 2021

JANUARY 13, 2021
IDEA BUSH SCHOOL SITE

© COPYRIGHT 2020 ALL RIGHTS RESERVED

PACKET

E:_03_WESTCO\2020\2020-0103 IDEA - BUSH\DWGS\2020-0103 ANNEX EXHIBIT 2021-01-13.DWG

EXHIBIT B

DESCRIPTION – IDEA BUSH SCHOOL SITE

BEING a 24.5578 acre tract lying and being situated in Section 24, Block 40, T-1-S, T & P RR Co. Survey, in the City of Midland, Midland County, Texas and being a portion of that certain tract described in General Warranty Deed to Henry Energy LP, recorded in Document Number 2010-5636, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING (N: 10,705,115.47; E: 1,726,318.49) at a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) located on the west line of the remainder of said Henry Energy LP tract; said set iron rod also being located South 14 degrees 26 minutes 45 seconds East, 539.84 feet from a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said Beginning Point also being on the east line of that certain tract described in deed to Los Conchos Ventures LLC, recorded in Document Number 2019-6368, O.P.R.M.C.T.;

THENCE North 14 degrees 26 minutes 45 seconds West, along the west line of said Henry Energy LP tract and the east line of said Los Conchos Ventures LLC tract, at a distance of 310.36 pass the northeast corner of said Los Conchos Ventures LLC tract and a southeast corner of that certain tract described in deed to Exxon Mobil Corp., recorded in Document Number 2015-9803, O.P.R.M.C.T., and continuing for a total distance of 539.84 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said iron rod also being located at an angle point in the south line of said Exxon Mobil Corp. tract;

THENCE North 75 degrees 33 minutes 16 seconds East, along the north line of said Henry Energy LP tract and the south line of said Exxon Mobil Corp. tract, a distance of 2112.61 feet a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northeast corner of said Henry Energy LP tract;

THENCE South 14 degrees 22 minutes 54 seconds East, along the east line of said Henry Energy LP tract, a distance of 190.28 feet to a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) for the most northerly southeast corner of said Henry Energy LP tract;

THENCE South 75 degrees 34 minutes 48 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.22 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the beginning of a curve to the left having a radius of 655.00 feet and a chord bearing South 68 degrees 18 minutes 16 seconds West, 165.90 feet;

THENCE Southwesterly, along said curve to left and the south line of said Henry Energy LP tract, through a central angle of 14 degrees 33 minutes 04 seconds, an arc distance of 166.35 feet to a set iron rod for the end of said curve;

(Description continued on Page 2 of 2)

(Description continued from Page 1 of 2)

THENCE South 61 degrees 07 minutes 17 seconds West, along the south line of said Henry Energy LP tract, a distance of 602.14 feet to a set iron rod for the beginning of a curve to the right having a radius of 725.00 feet and a chord bearing South 68 degrees 00 minutes 47 seconds West, 183.63 feet;

THENCE Southwesterly, along said curve to the right and the south line of said Henry Energy LP tract, an arc distance of 184.12 feet to found 1/2 inch iron rod with yellow plastic cap marked "LCA" for the end of said curve;

THENCE South 75 degrees 59 minutes 21 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.59 feet to a set iron rod;

THENCE South 74 degrees 25 minutes 12 seconds West, a distance of 325.00 feet to a set iron rod;

THENCE South 14 degrees 27 minutes 18 seconds East, a distance of 319.93 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found at an angle point in the south line of said Henry Energy LP tract;

THENCE South 58 degrees 06 minutes 36 seconds West, a distance of 456.71 feet to a set iron rod;

THENCE South 75 degrees 17 minutes 44 seconds West, along the south line of said Henry Energy LP tract and said north right-of-way line, a distance of 381.25 feet to the Point of Beginning and containing 24.5578 acres of land.

Notes:

Coordinates, Bearings, Distances and Areas mentioned herein are Lambert Grid and conform to the "Texas Coordinate System", Texas Central Zone 4203, North American Datum 1983.

Kerry M Hoefner
13 JAN, 2021



PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) "A" & "B" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, IDEA PUBLIC SCHOOLS ("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

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 13th day of January, 2021, by Larry H. Walker in the capacity herein stated.

MY COMMISSION EXPIRES

11/20/2022

Notary Public, State of Texas

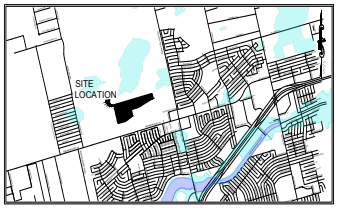
KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

EXHIBIT A

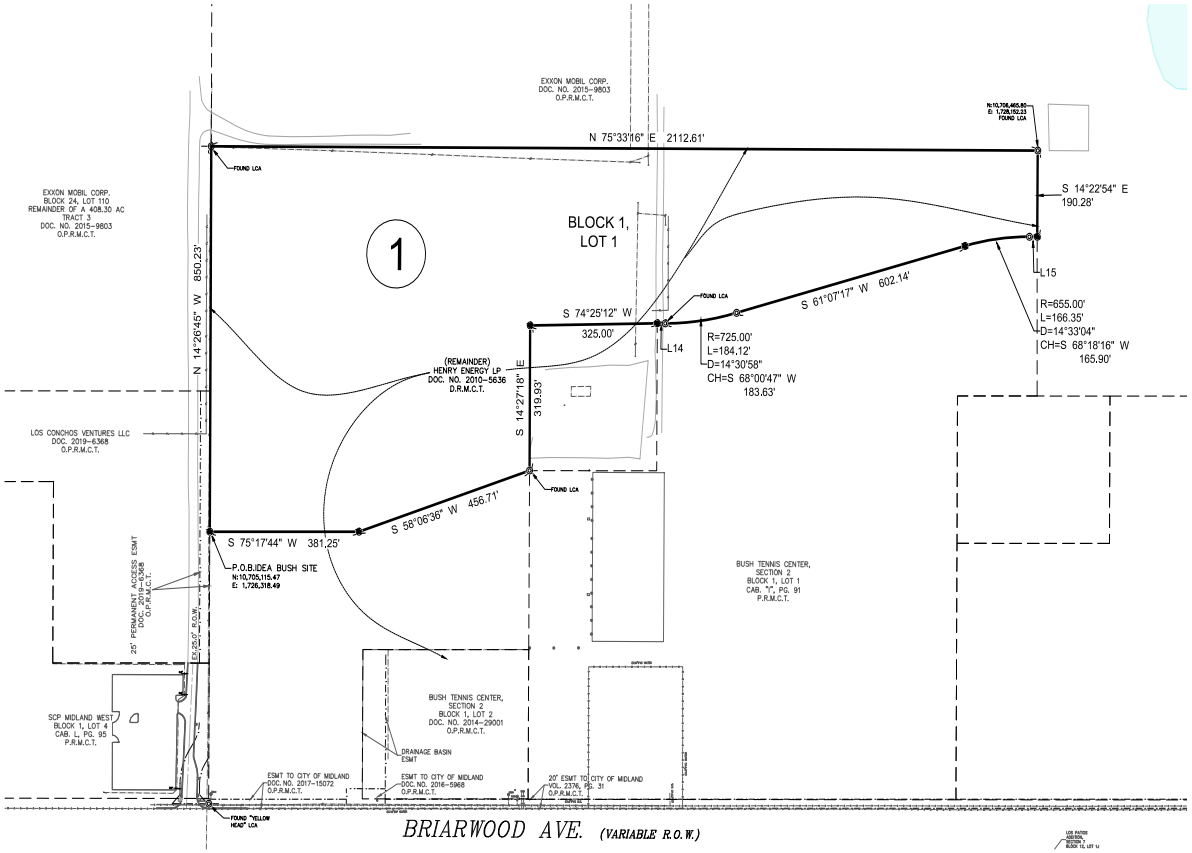
ANNEXATION EXHIBIT

IDEA BUSH SITE - 24.5578 ACRES

LOCATED IN SECTION 24, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS



VICINITY MAP
(NOT TO SCALE)



LEGEND

- DENOTES SET ⅝" IRON ROD w/ RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BOUNDARY LINE
- DENOTES LOT LINES
- DENOTES ADJACENT DEED OR PROPERTY LINE
- DENOTES FUTURE EASEMENT LINE
- DENOTES EXISTING EASEMENT LINE
- D.R.M.C.T. DEED RECORDS, MIDLAND COUNTY, TEXAS
- P.R.M.C.T. PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
- O.P.R.M.C.T. OFFICIAL PLAT RECORDS, MIDLAND COUNTY, TEXAS
- C.C. No. COUNTY CLERK'S INSTRUMENT NUMBER

NORTH

0' 150 300 450
SCALE 1" = 150'

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEFNER, R.P.L.S. 4562
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

STATE OF TEXAS
KERRY M. HOEFNER
4562
REGISTERED
PROFESSIONAL
LAND SURVEYOR

13 JAN, 2021

OWNER:
IDEA Public Schools
2115 W. Pike Blvd.
Weslaco, Texas 78596

SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

WEST COMPANY

JANUARY 13, 2021
IDEA BUSH SCHOOL SITE

© COPYRIGHT 2020 ALL RIGHTS RESERVED

PACKET

22.12

April 13, 2021

E:_03_WESTCO\2020\2020-0103 IDEA - BUSH\DWGS\2020-0103 ANNEX EXHIBIT 2021-01-13.DWG

EXHIBIT B

DESCRIPTION – IDEA BUSH SCHOOL SITE

BEING a 24.5578 acre tract lying and being situated in Section 24, Block 40, T-1-S, T & P RR Co. Survey, in the City of Midland, Midland County, Texas and being a portion of that certain tract described in General Warranty Deed to Henry Energy LP, recorded in Document Number 2010-5636, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING (N: 10,705,115.47; E: 1,726,318.49) at a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) located on the west line of the remainder of said Henry Energy LP tract; said set iron rod also being located South 14 degrees 26 minutes 45 seconds East, 539.84 feet from a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said Beginning Point also being on the east line of that certain tract described in deed to Los Conchos Ventures LLC, recorded in Document Number 2019-6368, O.P.R.M.C.T.;

THENCE North 14 degrees 26 minutes 45 seconds West, along the west line of said Henry Energy LP tract and the east line of said Los Conchos Ventures LLC tract, at a distance of 310.36 pass the northeast corner of said Los Conchos Ventures LLC tract and a southeast corner of that certain tract described in deed to Exxon Mobil Corp., recorded in Document Number 2015-9803, O.P.R.M.C.T., and continuing for a total distance of 539.84 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said iron rod also being located at an angle point in the south line of said Exxon Mobil Corp. tract;

THENCE North 75 degrees 33 minutes 16 seconds East, along the north line of said Henry Energy LP tract and the south line of said Exxon Mobil Corp. tract, a distance of 2112.61 feet a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northeast corner of said Henry Energy LP tract;

THENCE South 14 degrees 22 minutes 54 seconds East, along the east line of said Henry Energy LP tract, a distance of 190.28 feet to a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) for the most northerly southeast corner of said Henry Energy LP tract;

THENCE South 75 degrees 34 minutes 48 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.22 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the beginning of a curve to the left having a radius of 655.00 feet and a chord bearing South 68 degrees 18 minutes 16 seconds West, 165.90 feet;

THENCE Southwesterly, along said curve to left and the south line of said Henry Energy LP tract, through a central angle of 14 degrees 33 minutes 04 seconds, an arc distance of 166.35 feet to a set iron rod for the end of said curve;

(Description continued on Page 2 of 2)

(Description continued from Page 1 of 2)

THENCE South 61 degrees 07 minutes 17 seconds West, along the south line of said Henry Energy LP tract, a distance of 602.14 feet to a set iron rod for the beginning of a curve to the right having a radius of 725.00 feet and a chord bearing South 68 degrees 00 minutes 47 seconds West, 183.63 feet;

THENCE Southwesterly, along said curve to the right and the south line of said Henry Energy LP tract, an arc distance of 184.12 feet to found 1/2 inch iron rod with yellow plastic cap marked "LCA" for the end of said curve;

THENCE South 75 degrees 59 minutes 21 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.59 feet to a set iron rod;

THENCE South 74 degrees 25 minutes 12 seconds West, a distance of 325.00 feet to a set iron rod;

THENCE South 14 degrees 27 minutes 18 seconds East, a distance of 319.93 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found at an angle point in the south line of said Henry Energy LP tract;

THENCE South 58 degrees 06 minutes 36 seconds West, a distance of 456.71 feet to a set iron rod;

THENCE South 75 degrees 17 minutes 44 seconds West, along the south line of said Henry Energy LP tract and said north right-of-way line, a distance of 381.25 feet to the Point of Beginning and containing 24.5578 acres of land.

Notes:

Coordinates, Bearings, Distances and Areas mentioned herein are Lambert Grid and conform to the "Texas Coordinate System", Texas Central Zone 4203, North American Datum 1983.

Kerry M Hoefner
13 JAN, 2021



SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 15 day of January 20 21, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and IDEA PUBLIC SCHOOLS, hereinafter referred to as "PETITIONER" whether one or more.

WHEREAS, a petition for annexation of **24.5578-acre tract of land, located in Section 24, 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: IDEA Public Schools
2115 W. Pike Blvd.
Weslaco, TX 78596

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, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: Leanne Hernandez

Title: CO-Chief Financial Officer

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this 15 day of January, 2021 personally appeared, Leanne Hernandez, an officer of IDEA Public Schools, 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 15 day of January, 2021.

_____

Notary Public, State of Texas

MELISA ABASCAL-ANZALDUA
Notary Public, State of Texas
Comm. Expires 05-11-2022
Notary ID 131564939

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" & "B" (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, IDEA PUBLIC SCHOOLS ("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

LARRY H. WALKER, P.E.

Printed Name

V.P. ENGINEERING

Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 13th day of January, 2021, by Larry H. Walker in the capacity herein stated.

MY COMMISSION EXPIRES

11/20/2022

Notary Public, State of Texas

KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022



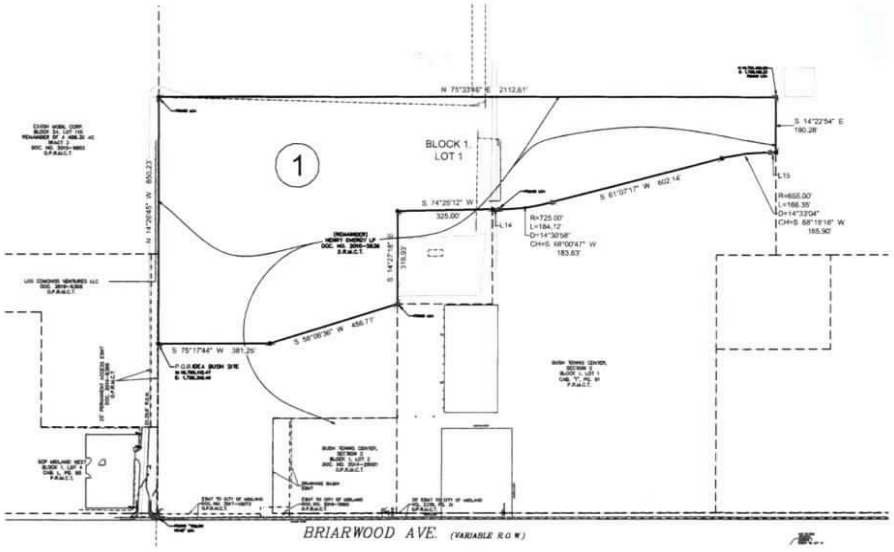
VICINITY MAP
(NOT TO SCALE)

EXHIBIT A

ANNEXATION EXHIBIT

IDEA BUSH SITE - 24.5578 ACRES

LOCATED IN SECTION 24, BLOCK 40, T-1-S, T & P RR Co. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS



LEGEND

- DENOTES SET "X" IRON ROD w/ RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BOUNDARY LINE
- DENOTES LOT LINES
- DENOTES ADJACENT DEED OR PROPERTY LINE
- DENOTES FUTURE EASEMENT LINE
- DENOTES EXISTING EASEMENT LINE
- (DRMCT) DEED RECORDS, MIDLAND COUNTY, TEXAS
- (PRMCT) PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
- (OPRMCT) OFFICIAL PLAT RECORDS, MIDLAND COUNTY, TEXAS
- CC# No. COUNTY CLERK'S INSTRUMENT NUMBER

0 150 300 450
SCALE 1" = 150'

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoehner, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

KERRY M. HOEHNER, R.P.L.S. #5613
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

19 JAN, 2021

OWNER:
IDEA Public Schools
2115 W. Pike Blvd.
Weslaco, Texas 78596

WEST COMPANY
SURVEYORS - ENGINEERS - PLANNERS ,
ENGINEER REGISTRATION: FIRM 2184
SURVEYOR REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110,
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868

JANUARY 13, 2021
IDEA BUSH SCHOOL SITE

© COPYRIGHT 2020 ALL RIGHTS RESERVED

EXHIBIT B

DESCRIPTION – IDEA BUSH SCHOOL SITE

BEING a 24.5578 acre tract lying and being situated in Section 24, Block 40, T-1-S, T & P RR Co. Survey, in the City of Midland, Midland County, Texas and being a portion of that certain tract described in General Warranty Deed to Henry Energy LP, recorded in Document Number 2010-5636, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING (N: 10,705,115.47; E: 1,726,318.49) at a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) located on the west line of the remainder of said Henry Energy LP tract; said set iron rod also being located South 14 degrees 26 minutes 45 seconds East, 539.84 feet from a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said Beginning Point also being on the east line of that certain tract described in deed to Los Conchos Ventures LLC, recorded in Document Number 2019-6368, O.P.R.M.C.T.;

THENCE North 14 degrees 26 minutes 45 seconds West, along the west line of said Henry Energy LP tract and the east line of said Los Conchos Ventures LLC tract, at a distance of 310.36 pass the northeast corner of said Los Conchos Ventures LLC tract and a southeast corner of that certain tract described in deed to Exxon Mobil Corp., recorded in Document Number 2015-9803, O.P.R.M.C.T., and continuing for a total distance of 539.84 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northwest corner of said Henry Energy LP tract; said iron rod also being located at an angle point in the south line of said Exxon Mobil Corp. tract;

THENCE North 75 degrees 33 minutes 16 seconds East, along the north line of said Henry Energy LP tract and the south line of said Exxon Mobil Corp. tract, a distance of 2112.61 feet a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the northeast corner of said Henry Energy LP tract;

THENCE South 14 degrees 22 minutes 54 seconds East, along the east line of said Henry Energy LP tract, a distance of 190.28 feet to a set 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" (hereinafter referred to as a set iron rod) for the most northerly southeast corner of said Henry Energy LP tract;

THENCE South 75 degrees 34 minutes 48 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.22 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found for the beginning of a curve to the left having a radius of 655.00 feet and a chord bearing South 68 degrees 18 minutes 16 seconds West, 165.90 feet;

THENCE Southwesterly, along said curve to left and the south line of said Henry Energy LP tract, through a central angle of 14 degrees 33 minutes 04 seconds, an arc distance of 166.35 feet to a set iron rod for the end of said curve;

(Description continued on Page 2 of 2)

(Description continued from Page 1 of 2)

THENCE South 61 degrees 07 minutes 17 seconds West, along the south line of said Henry Energy LP tract, a distance of 602.14 feet to a set iron rod for the beginning of a curve to the right having a radius of 725.00 feet and a chord bearing South 68 degrees 00 minutes 47 seconds West, 183.63 feet;

THENCE Southwesterly, along said curve to the right and the south line of said Henry Energy LP tract, an arc distance of 184.12 feet to found 1/2 inch iron rod with yellow plastic cap marked "LCA" for the end of said curve;

THENCE South 75 degrees 59 minutes 21 seconds West, along the south line of said Henry Energy LP tract, a distance of 20.59 feet to a set iron rod;

THENCE South 74 degrees 25 minutes 12 seconds West, a distance of 325.00 feet to a set iron rod;

THENCE South 14 degrees 27 minutes 18 seconds East, a distance of 319.93 feet to a 1/2 inch iron rod with yellow plastic cap marked "LCA" found at an angle point in the south line of said Henry Energy LP tract;

THENCE South 58 degrees 06 minutes 36 seconds West, a distance of 456.71 feet to a set iron rod;

THENCE South 75 degrees 17 minutes 44 seconds West, along the south line of said Henry Energy LP tract and said north right-of-way line, a distance of 381.25 feet to the Point of Beginning and containing 24.5578 acres of land.

Notes:

Coordinates, Bearings, Distances and Areas mentioned herein are Lambert Grid and conform to the "Texas Coordinate System", Texas Central Zone 4203, North American Datum 1983.

Kerry M Hoefner
13 JAN. 2021



DocuSign Envelope ID: 1F5D5975-8034-49DB-9395-904CB9CE1145

MIDLAND Planning Division

Annexation/Initial Zoning Application

Project Number: A-20-0023

Case Number: Z-20-0201

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Larry H. Walker, PE		Phone (432) 528-3159 Email lwalker@team-west.com	
Address 110 W. Louisiana St. Suite 110	City Midland	State Texas	Zip 79701

Property Owner Printed Name: IDEA PUBLIC SCHOOLS		Phone (432) 528-3159 Email lwalker@team-west.com	
Address 2115 W. PIKE BLVD.	City WESLACEO	State Texas	Zip 78596

Representative *(if different from Applicant or Property Owner)* Firm: WEST COMPANY OF MIDLAND, LLC Printed Name: Larry H. Walker, PE		Phone (432) 528-3159 Email lwalker@team-west.com	
Address 110 W. Louisiana St. Suite 110	City Midland	State Texas	Zip 79701

Street Address: Navasoto and Briarwood

Legal Description
Lot: Block: Subdivision:

Current Zoning: N/A	**Proposed Zone:** *(List by tracts if more than one district is requested)*

Reason for Annexation/Zone Change Request:
Property is being platted and will be used for a New K12 Academy and Prepatory school site

Present Use of Property: Agricultural

Proposed Use of Property: New K12 Academy and Prepatory School Site

How would this annexation/zone change affect the public health, safety and welfare?
Annexation of this propertrty would allow for a New K12 Academy and Prepatory school to be built that would benefit the entire area.

Describe how this annexation/zone change will affect adjacent properties:
Adjacent properties are currently oil production and multifamily to the West, The Bush Tennis Center is directly to the East and single family development is located across Briarwood to the South. Addition of this property will provide a new resource for families in the area and provide additional infrastucture for adjacent properties with no negative impacts.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

RECEIVED
OCT 19 2020

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 10/13/20
Applicant (printed): Larry H. Walker, PE	
Property Owner (signature): DocuSigned by:	Date: 10/1/2020
Property Owner (printed) : Carlo Hershberger, Co-Chief Financial Officer IDEA Public Schools	

The Annexation/Initial Zoning shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Larry H. Walker who, being by me duly sworn, upon oath says: That (s)he is authorized by Carlo Hershberger, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 13th day of October, 2020, to certify which witness my hand and seal of office.

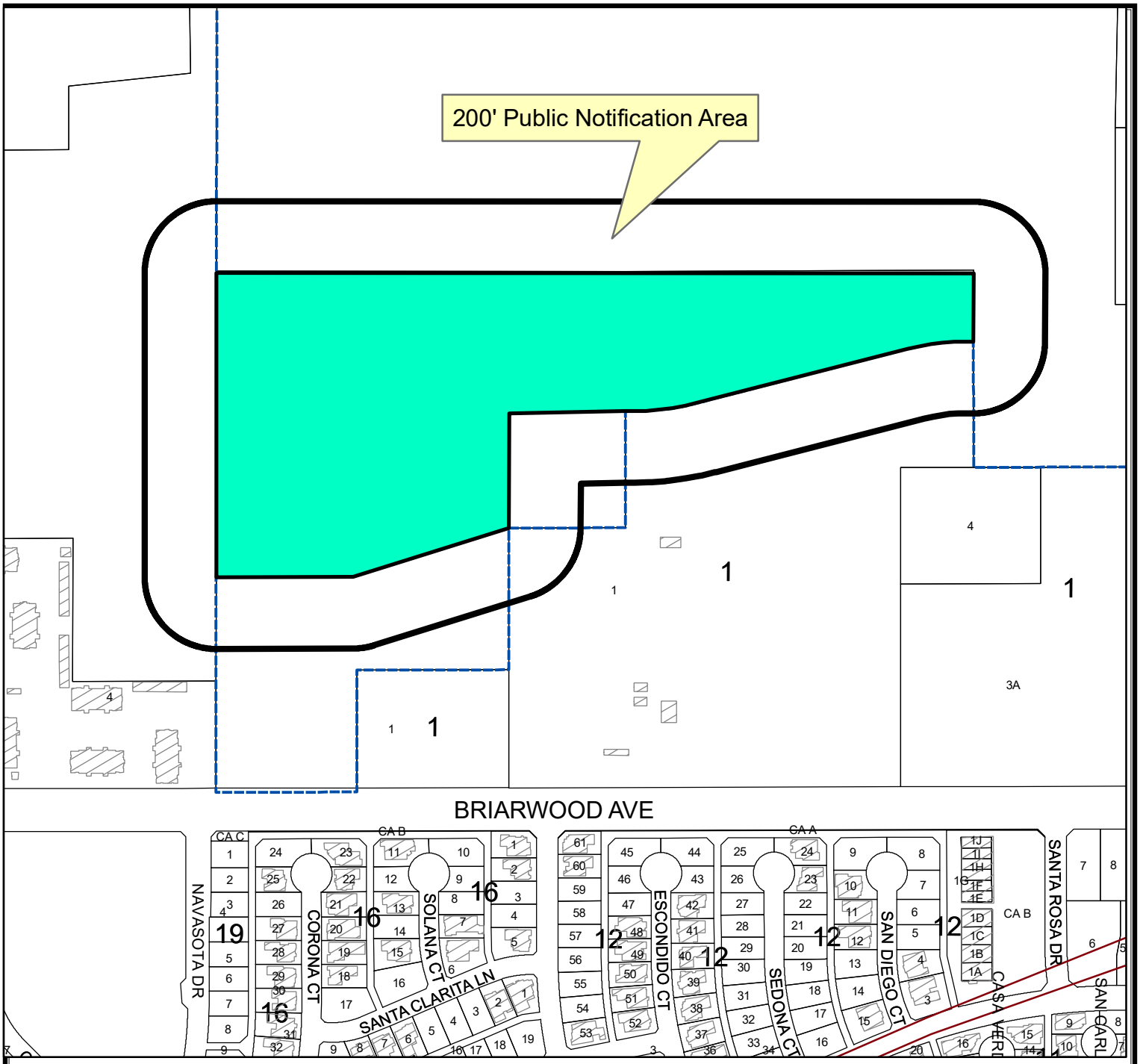
KAREN S WHITE
My Notary ID # 130032445
Expires November 20, 2022

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Metes and Bounds (Sealed by Surveyor)
☑ Application Fee	☑ Files in Digital Format (PDF/JPEG)
Check # 25685	☐ Petition
Received By: gac	Date: RECEIVED OCT 19 2020
	BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

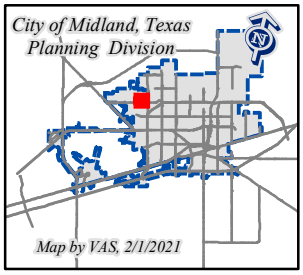
A-20-0023/Z-20-0201 **Scale: 1" = 400'**

Consider a request for the annexation and initial zoning of a 24.5578- acre tract of land located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

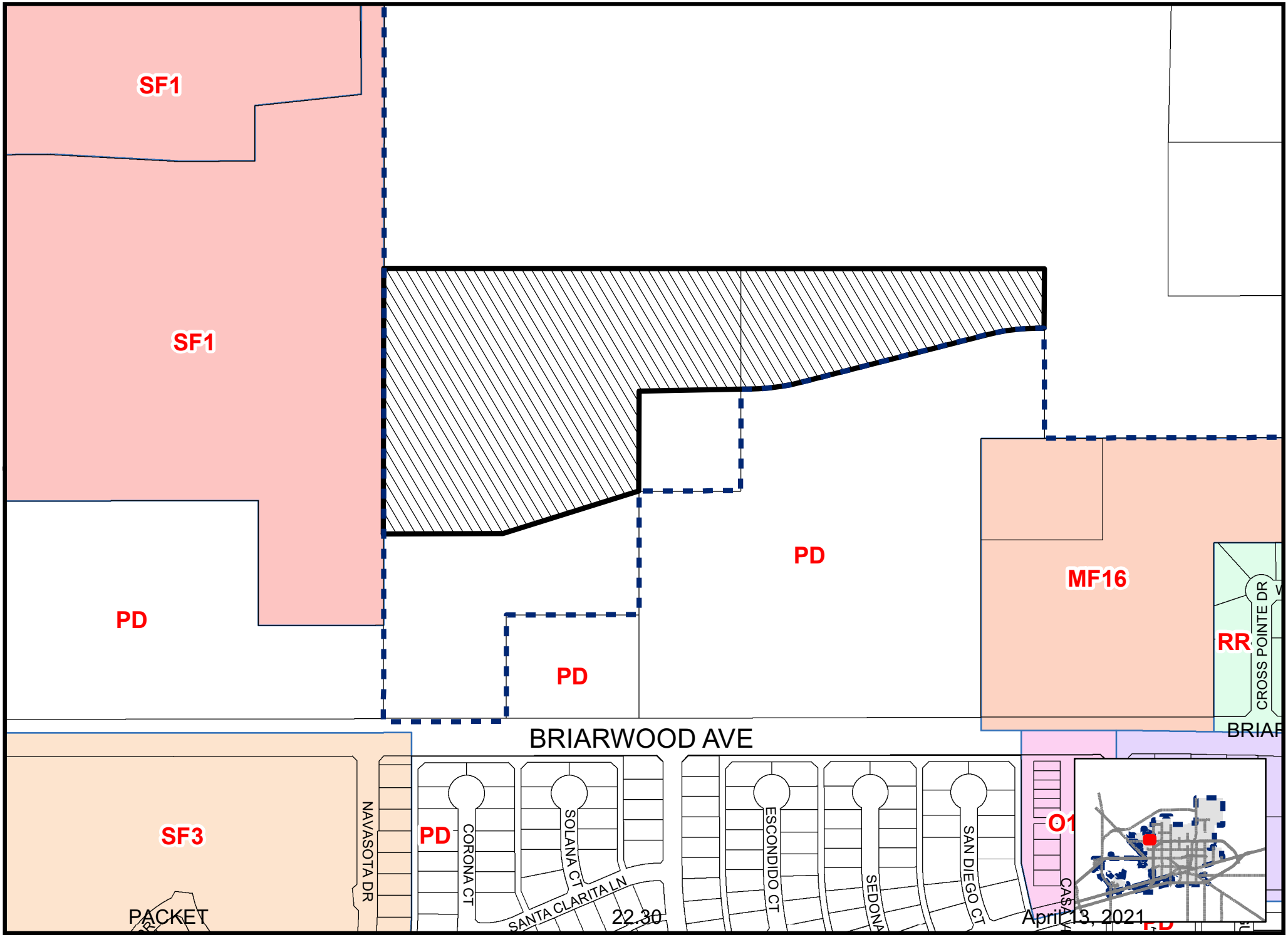
Generally located approximately 625 feet north of Briarwood Avenue and approximately 2,153 feet east of Avalon Drive. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 13, 2021



Map By VAS, 3/9/2021

A-20-0023/Z-20-0201 **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.



RECEIVED
FEB 16 2021
BY: .....

February 10, 2021

City of Midland - Planning Division
Attn: Ms. Cristina Odenborg Burns
P O Box 1152
Midland, TX 79702

RE: Public Notice #Z-20-0201

Dear Ms. Burns:

Attached please find Public Notice #Z-20-0201. Please be advised that Henry Energy LP is in favor of the zoning change requested by IDEA Henry Public School.

Feel free to contact me should you have questions or comments.

Thank you,

Kymberly Holman

Henry Resources LLC, 3525 Andrews Hwy, Midland, TX 79703 – (432) 694-3000

MIDLAND
Planning Division

2/9/21

HENRY ENERGY LP
3525 ANDREWS HWY
MIDLAND TX 79703

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, February 16, 2021,** in the Council Chamber, City Hall, 300 N. Loraine, Midland, TX 79701 and via video conference, on a request by **IDEA Henry Public School,** for the **Initial Zoning** of the following described property:

LEGAL DESCRIPTION: A 24.5578-acre tract of land located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

LOCATION: Generally located approximately 625 feet north of Briarwood Avenue and approximately 2,153 feet east of Avalon Drive. (Extraterritorial Jurisdiction)

PROPOSED ZONING:

From: No Current Zoning
To: LR, Local Retail District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.
I object to this request _____ **Comments:** _____
Required Information:

_____ _____ _____
Property Owner's Signature Printed Name Property Address **(No P. O. Boxes)**

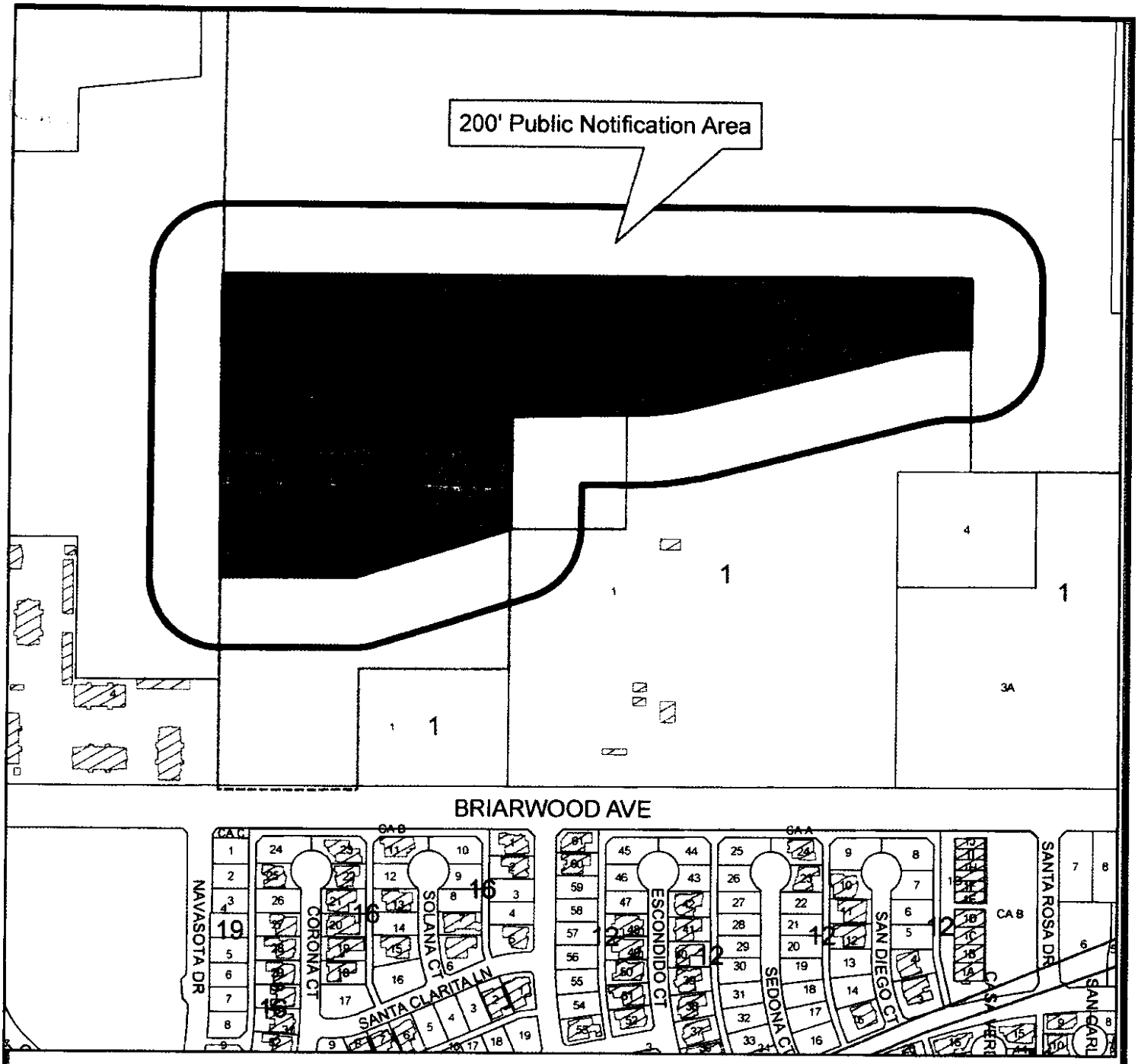
If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 5
Date Mailed: February 5, 2021
Case Number: Z-20-0201
Case Name: IDEA Henry Public School
VAS Planner's Initials

Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.

Video Conference information can be found on the City of Midland's website:
http://www.midlandtexas.gov/9671/PrimeGov-Meetings



LOCATION MAP

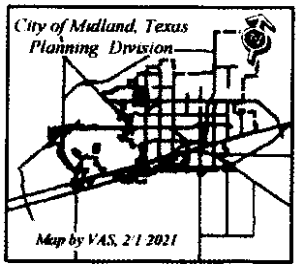
Z-20-0201 **Scale: 1" = 400'**

Consider a request for the initial zoning of a 24.5578-acre tract of land located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

Generally located approximately 625 feet north of Briarwood Avenue and approximately 2,153 feet east of Avalon Drive. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS











City Council Meeting

Item Number: 23

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 40 FEET OF LOT 5 AND ALL OF LOT 6, BLOCK 27, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST MISSOURI AVENUE AND SOUTH G STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST 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 (DEVELOPMENT SERVICES)

Purpose:

The applicant, John Darnell, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum side yard setback for a corner lot to be able to construct an additional garage on the west side of the property.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property is located at 1311 W. Missouri Avenue. This property is currently

zoned SF-1, Single-Family Dwelling District and is the location of a residence.

Per our City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart:*

SF-1, Single-Family Dwelling District
Lot Setbacks
Minimum Side Yard Setback for Corner Lot-Exterior (Street) Yard: 10 feet

The applicant's property is a corner lot and would have to meet the minimum side yard setback of as listed in the zoning ordinance.

The applicant is requesting to construct the garage adjacent to the existing garage, which is built to the property line adjacent to S. G Street, with no setback.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

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.

Transportation: (Approved with Conditions)

Applicant is advised that the curb cut for any future driveway to the new garage will need to start at least 10 ft from the property line along the alley to allow room for a future alley approach ped ramp and 5 ft landing area before the ramp down to the new driveway.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Fire: (Approved)

No objections.

Code Compliance: (Approved)

No oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Planning Analysis:

As this request represents a deviation from the existing Zoning Ordinance and no hardship has been shown, staff recommends denial of this request for a Special Exception to the City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart,* concerning the minimum side yard setback for a corner lot. If approved, staff recommends it should be subject to conditions A and B:

Conditions:

A. That the property shall significantly conform to the site plan as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the minimum side yard setback on the west side of the lot shall be zero (0) feet.

Letters of Objection:

As of March 17, 2021, staff has not received any letters of objections.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 40 FEET OF LOT 5 AND ALL OF LOT 6, BLOCK 27, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST MISSOURI AVENUE AND SOUTH G STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST 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 Code, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as the west 40 feet of Lot 5 and all of Lot 6, Block 27, West End Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum side yard setback on the west side of the Property.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum side yard setback on the west side of the Property shall be zero feet.

B. That the Property shall significantly conform to 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., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

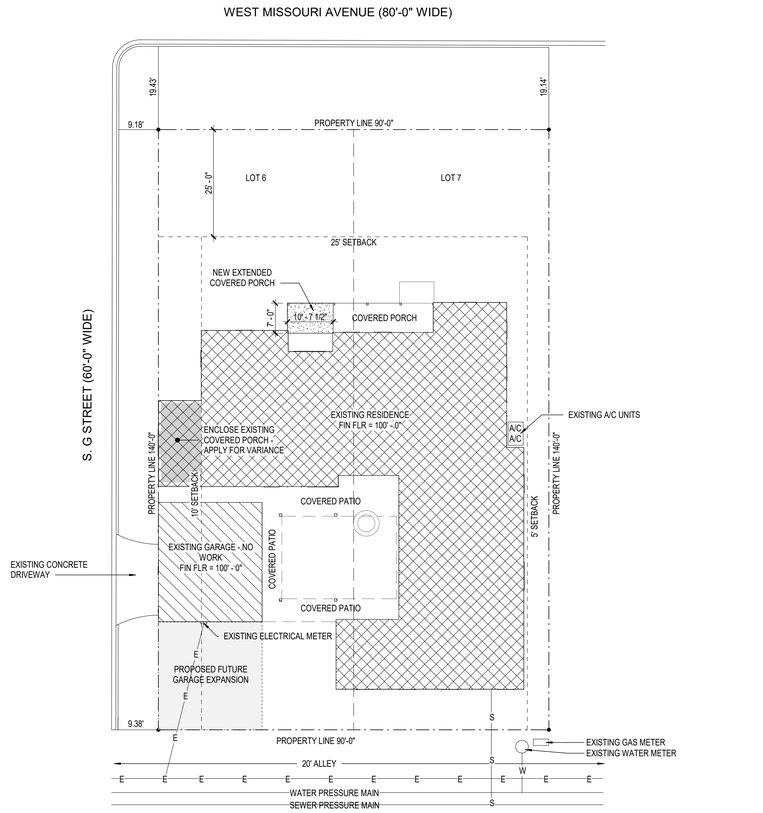
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



1 SITE PLAN

SCALE: 1/16" = 1'-0"

0 4 8 16 32

SITE NOTES

A. THE GENERAL CONTRACTOR WILL BE REQUIRED TO LOCATE, COORDINATE, AND MAKE ALL NECESSARY PROVISIONS TO CONNECT TO ALL EXISTING UTILITIES.

B. THE NEW CONCRETE SIDEWALKS, CURB RAMPS, AND RELATED SITE WORK SHALL TIE-IN EXISTING MATERIALS WITH SMOOTH TRANSITIONS. PROTECT ALL EXISTING MATERIALS, REPLACE ANY DAMAGED MATERIALS CAUSED BY CONSTRUCTION.

C. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE SURVEYOR TO VERIFY ESTABLISHED BENCHMARK, ESTABLISHED CORNER OF BUILDING, AND ALL RELATED DIMENSIONS AND ELEVATIONS.

SITE LEGEND

NEW CONCRETE

RENOVATION AREA

EXISTING NO WORK

INDEX TO DRAWINGS

A1	SITE PLAN
A2	FLOOR PLAN
A3	EXTERIOR ELEVATIONS
A4	ROOF PLAN
A5	FOUNDATION PLAN AND SECTIONS
E1	LIGHTING PLAN
E2	POWER PLAN

PROJECT INFORMATION

LEGAL DESCRIPTION:

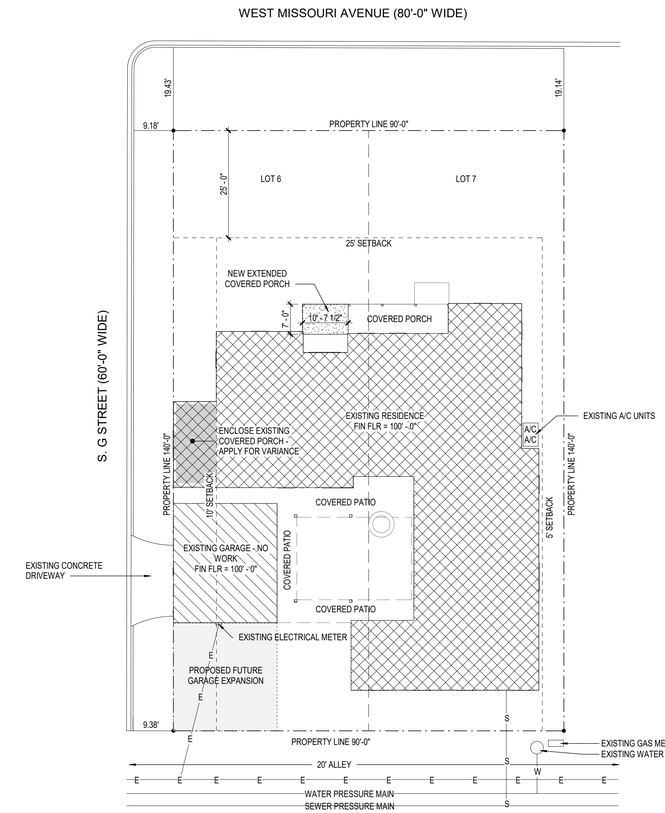
BLOCK:	027
LOT:	6 AND 7
SUBDIVISION:	WEST END
ADDRESS:	1311 W Missouri Ave, Midland, Texas 79701
RENOVATION AREA:	4,441 SQ.FT.
NUMBER OF STORIES:	1

RENOVATIONS TO 1311 W MISSOURI AVE.

SHEET CONTENTS: SITE PLAN

DATE: 01.12.2020

A1



1 SITE PLAN

SCALE: 1/16" = 1'-0"

0 4 8 16 32

SITE NOTES

A. THE GENERAL CONTRACTOR WILL BE REQUIRED TO LOCATE, COORDINATE, AND MAKE ALL NECESSARY PROVISIONS TO CONNECT TO ALL EXISTING UTILITIES.

B. THE NEW CONCRETE SIDEWALKS, CURB RAMPS, AND RELATED SITE WORK SHALL TIE-IN EXISTING MATERIALS WITH SMOOTH TRANSITIONS. PROTECT ALL EXISTING MATERIALS, REPLACE ANY DAMAGED MATERIALS CAUSED BY CONSTRUCTION.

C. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE SURVEYOR TO VERIFY ESTABLISHED BENCHMARK, ESTABLISHED CORNER OF BUILDING, AND ALL RELATED DIMENSIONS AND ELEVATIONS.

SITE LEGEND

NEW CONCRETE

RENOVATION AREA

EXISTING NO WORK

INDEX TO DRAWINGS

A1	SITE PLAN
A2	FLOOR PLAN
A3	EXTERIOR ELEVATIONS
A4	ROOF PLAN
A5	FOUNDATION PLAN AND SECTIONS
E1	LIGHTING PLAN
E2	POWER PLAN

PROJECT INFORMATION

LEGAL DESCRIPTION:

BLOCK:	027
LOT:	6 AND 7
SUBDIVISION:	WEST END
ADDRESS:	1311 W Missouri Ave, Midland, Texas 79701
RENOVATION AREA:	4,441 SQ.FT.
NUMBER OF STORIES:	1

RENOVATIONS TO 1311 W MISSOURI AVE.

SHEET CONTENTS: SITE PLAN

DATE: 01.12.2020

A1

MIDLAND Planning Division

Special Exception Application

Project Number: E-21-0050

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: John Darnell		Phone (432) 638-8437 Email John@onyxcontractors.com	
Address 1311 W Missouri	City Midland	State TX	Zip 79701

Property Owner Printed Name: John Darnell		Phone (432) 638-8437 Email John@onyxcontractors.com	
Address 1311 W Missouri	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: 1311 W Missouri

Legal Description
Lot: 6+7 Block: 027 Subdivision: West End

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:
To keep the car's ~~off~~ from parking on the street

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): John Darnell	Date: 1-28-2021
Applicant (printed): John Darnell	
Property Owner (signature): John Darnell	Date: 1-28-2021
Property Owner (printed) : John Darnell	

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.

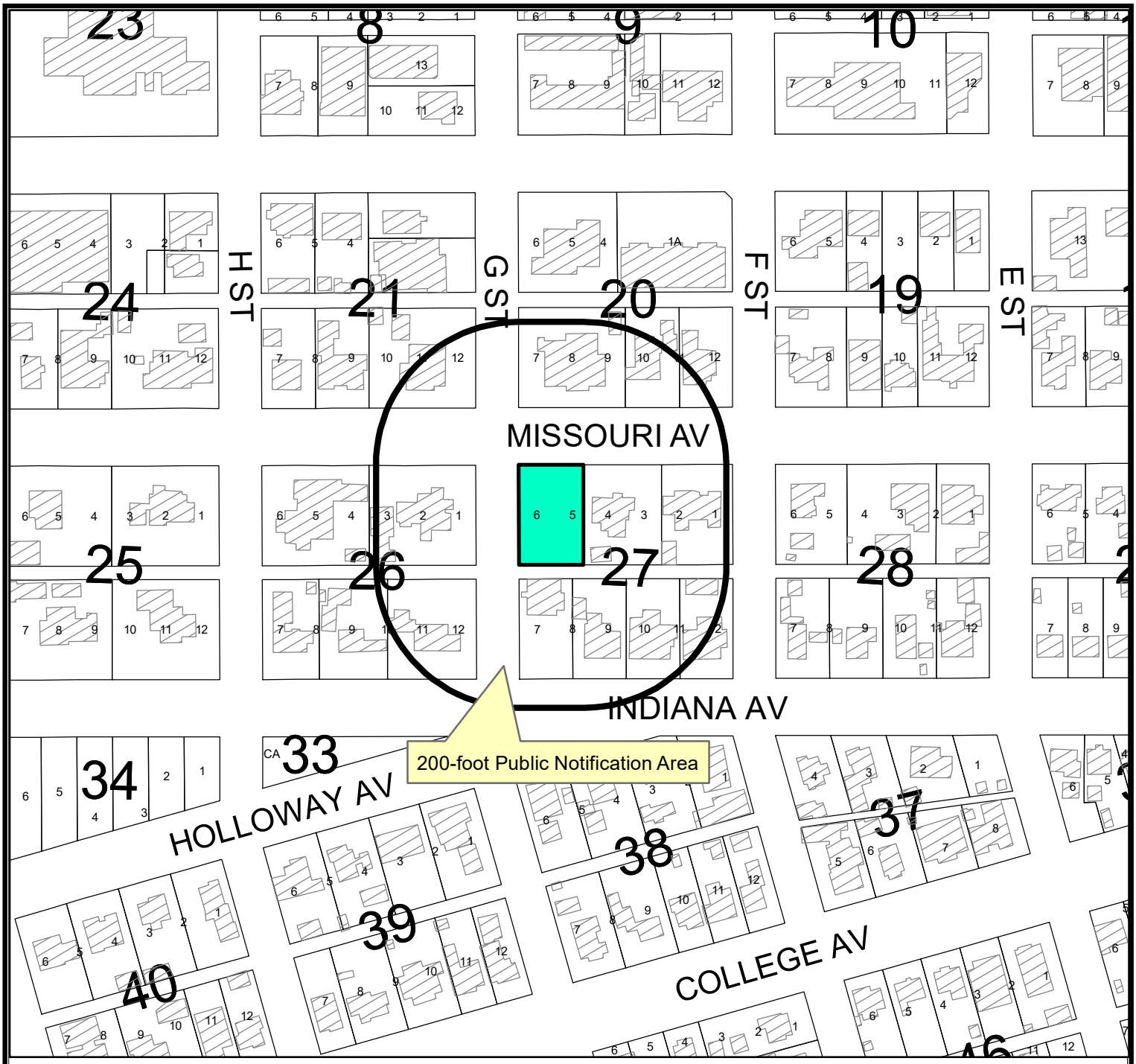
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # Credit Card	
Received By: V Sherman	Date: RECEIVED FEB 19 2021

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

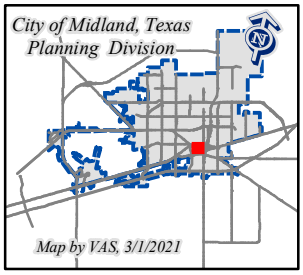
E-21-0050 **Scale: 1" = 200'**

Consider a request by John Darnell for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum side yard setback for a corner lot on the west 40 feet of Lot 5 and all of lot 6, Block 27, West End Addition, City and County of Midland, Texas.

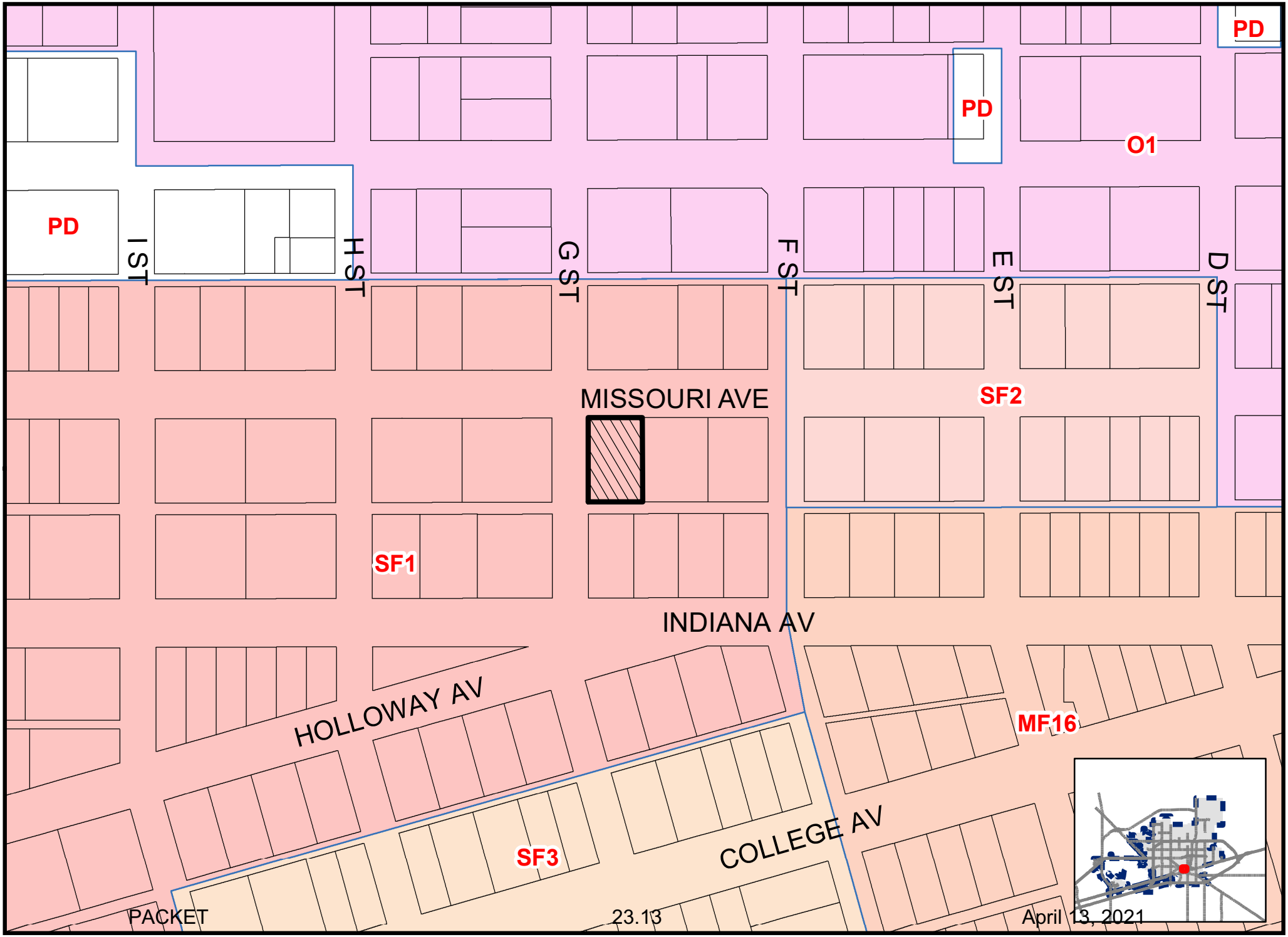
Generally located on the southeast corner of the intersection of W. Missouri Avenue and S. G Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 13, 2021



Map By VAS, 3/1/2021

E-21-0050

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.


STOP







City Council Meeting

Item Number: 24

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE MIDDLE 50 FEET OF THE NORTHEAST QUARTER OF BLOCK 74, ORIGINAL TOWN, 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 JEFFERSON STREET, APPROXIMATELY 70 FEET SOUTH OF EAST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Joseph Costilla, is requesting a zone change from RR, Regional Retail District to SF-3, Single-Family Dwelling District, for the construction of a new single-family residence.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The property to the north is zoned RR, Regional Retail District, and the location of a multiple-family complex. The property to the east across S. Jefferson Street is zoned RR, Regional Retail District, and the location of a vacant lot. The property to the south is zoned RR, Regional Retail District, and the location of a single-family residence. The property to the west is zoned

LI, Light Industrial District, and the location of a vacant lot.

Analysis:

The applicant is requesting this zone change to allow for the construction of a single-family residence on the property.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approve)

No objections to zoning/zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This proposed development fits with Chapter 3, An Integrated Land Use Vision, “Future Land Use Map” of the Tall City Tomorrow comprehensive plan as this area is called for Urban

Medium Neighborhood Center. This designation calls for a mix of housing types, including single-family and townhomes, along with a mix of traditional neighborhood businesses. Additionally, the prevailing land uses in this area are mostly residential.

This request has been recommended for approval by a unanimous vote at the March 1, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from RR, Regional Retail District to SF-3, Single-Family Dwelling District, subject to condition A.

Condition:

A. That the use and development of the property shall conform to the regulations of the SF-3, Single-Family Dwelling District.

Letters of Objection:

Staff has not received any objections as of March 17, 2021.

Attachments:

Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE MIDDLE 50 FEET OF THE NORTHEAST QUARTER OF BLOCK 74, ORIGINAL TOWN, 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 JEFFERSON STREET, APPROXIMATELY 70 FEET SOUTH OF EAST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning the middle 50 feet of the northeast quarter of Block 74, Original Town, 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., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0216

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Joseph Costilla		Phone (432) 894-5431 Email jcostilla@yahoo.com	
Address 729 N. Clay	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Schumann Engineering Printed Name: Ed Aleman		Phone ( ) 684-5548 Email ealeman@schumannonline.net.	
Address 800 N. Marienfeld Suite 100	City Midland	State TX	Zip 79701

Street Address:

Legal Description
Lot: 1 Block: 74 Subdivision: Original Town, Sec 10 (Platting Process)

Current Zoning: MF 22

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To meet width of Lot (50 Feet)

Present Use of Property: Vacant Lot

Proposed Use of Property: Residence.

How would this zone change affect the public health, safety and welfare?

Describe how conditions affecting the property have changed since present zoning designation:

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Eduardo L Aleman	Date: 2-2-21
Applicant (printed): Eduardo L. Aleman	
Property Owner (signature): J-Q-A	Date: 2-2-21
Property Owner (printed) : Joseph Costilla	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of Joseph Costilla or authorized by Joseph Costilla the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Eduardo L Aleman
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 2nd day of February, 2021, to certify which witness my hand and seal of office.

HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-05-2024
Notary ID 132509132

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

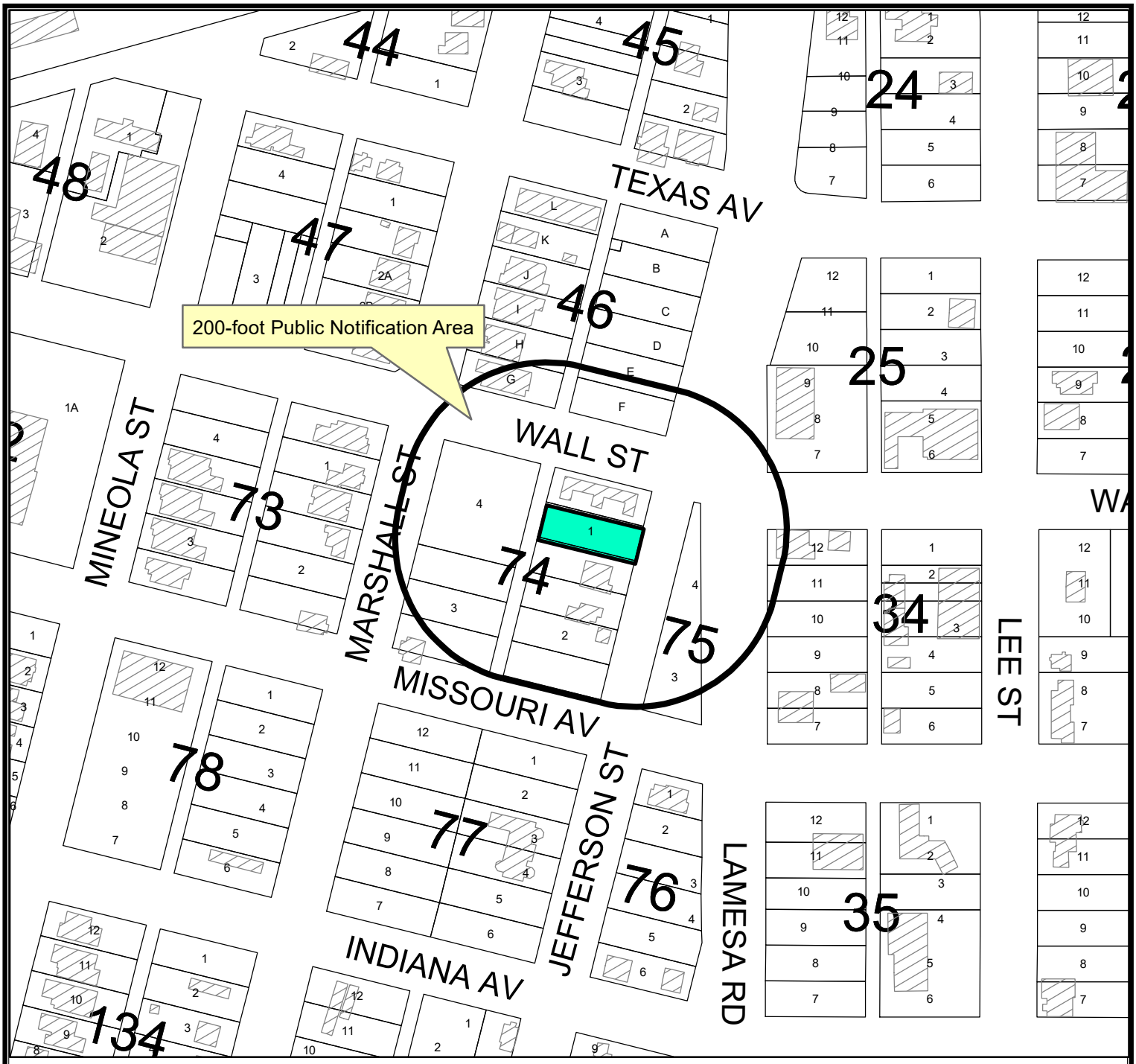
FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 1562
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By: Joseph Mongrue

Date: RECEIVED FEB 02 2021 BY:

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

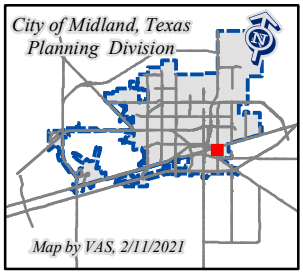
Z-21-0216 **Scale: 1" = 200'**

Consider a request by Joseph Costilla for a zone change from RR, Regional Retail District, to SF-3, Single-Family Dwelling District on the middle 50 feet of the northeast quarter of Block 74, Original Town, City and County of Midland, Texas.

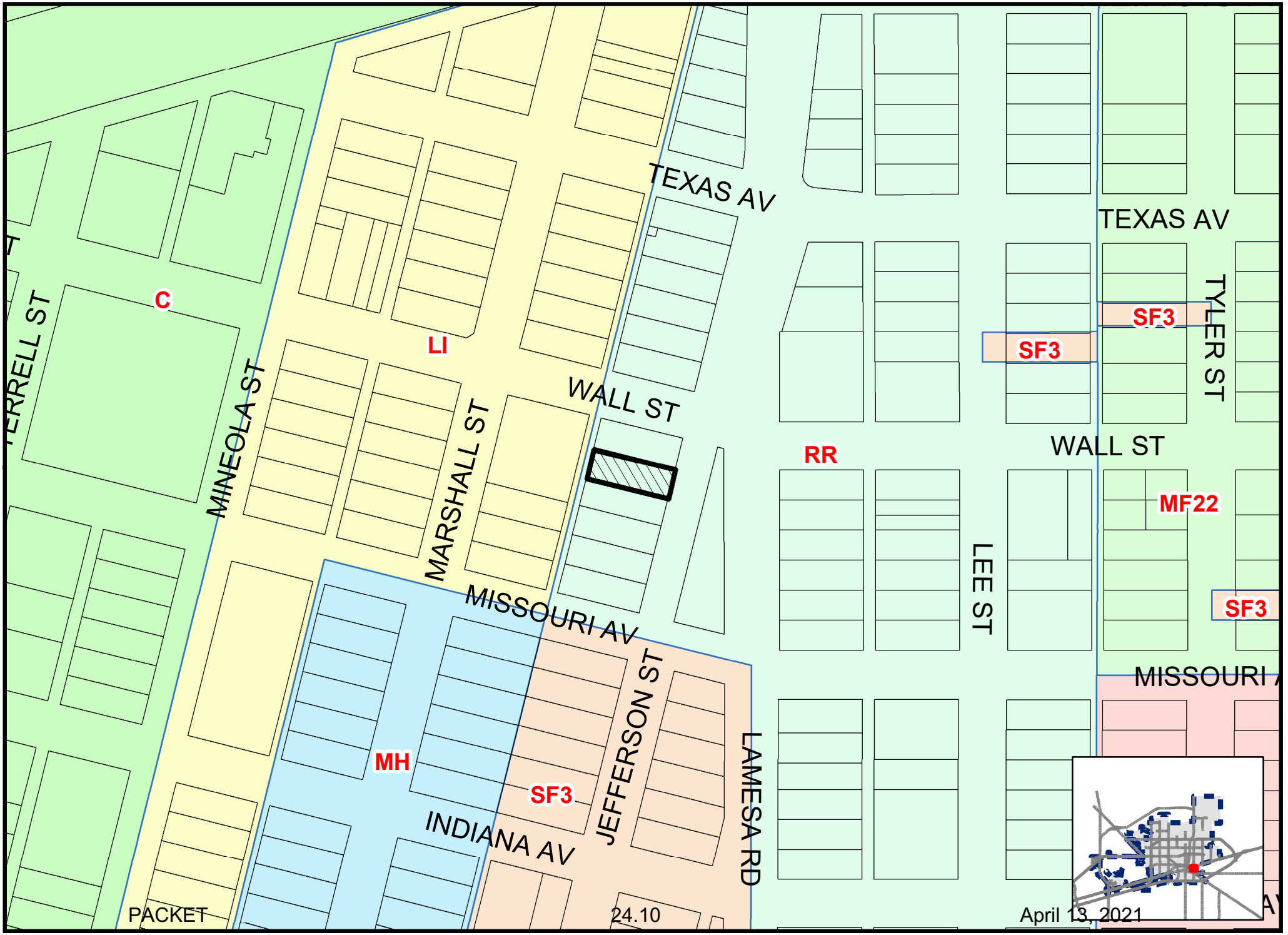
Generally located on the west side of S. Jefferson Street, approximately 70 feet south of E. Wall Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 13, 2021



Map By VAS, 2/11/2021

Z-21-0216

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.


STOP






PUBLIC NOTICE
PLANNING & ZONING HEARING
CITY HALL CHAMBERS
FOR MORE INFORMATION
CALL 515-7400

City Council Meeting

Item Number: 25

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1C, BLOCK 33, NORTHGATE ADDITION, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDLAND DRIVE AND BRIARWOOD AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jennifer Cobbs, is requesting to amend the PD, Planned Development District for a Shopping Center for the Walmart located at 4517 North Midland Drive to update the exterior wall signs.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

Current Zoning:

PD, Planned Development District for a Shopping Center. (Ordinance No. 9640)

Surrounding Zoning and Land Use:

The properties to the north are zoned RR, Regional Retail District and PD, Planned District for a Shopping Center and the locations of a credit union, vacant land, and a shopping center, respectively. The properties to the east are zoned PD, Planned District for a Housing Development and PD, Planned District for a Shopping Center and the locations of single family residences and a shopping center, respectively. The properties to the south are zoned PD, Planned District for a Shopping Center and the locations of various restaurants. The properties to the west are zoned RR, Regional Retail District, PD, Planned District for an Office Center, and MF16, Multiple Family Dwelling District and the locations of a gas station, vacant land, and an apartment complex, respectively.

Analysis:

The applicant is requesting to amend the PD, Planned Development District for a Shopping Center, which is governed by Ordinance No. 9640, to update the signage on the Walmart building. The current signage on the site is approximately 904 square feet. The applicant is now proposing to reduce the signage to approximately 730 square feet but will increase the quantity and alter the locations of the signs.

This proposed zone change has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments.

Building: (Approved)

No objections.

Engineering: (Approved)

No objections.

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

No objection to zone change.

Planning:

Based on section 11-7a-7-H-3-j, this property would be allowed to have a total of 360 square feet of signage and that no individual sign can exceed 180 square feet in area. The property does not currently conform to this signage limitation, but the applicant is proposing to reduce total signage from 904 square feet to 730 square feet, which is a reduction of 174 square feet.

This request was recommended for approval at the March 1, 2021 Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change, subject to conditions A through D.

Conditions:

A. That this property shall be subject to the regulations of the RR, Regional Retail District, except as otherwise stated below.

B. That the development of this property shall significantly conform to the site plan, which is attached hereto and incorporated herein as “Exhibit A”

C. That the total signage shall not exceed 730 square feet.

D. That aside from condition C, all other standards from the City of Midland Outdoor Sign Regulations shall be adhered to.

Letters of Objection:

Staff has not received any letters of objection as of March 17, 2021.

Attachments:

Site Plan (Exhibit A)
Proposed sign plan elevations
Application
Maps
Ordinance No. 9640

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1C, BLOCK 33, NORTHGATE ADDITION, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDLAND DRIVE AND BRIARWOOD 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 1C, Block 33, Northgate Addition, Section 26, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for a Shopping Center and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Shopping Center to an amended PD, Planned Development District for a Shopping Center.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the RR, Regional Retail District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and

incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the total area of the signs on the Property shall not exceed 730 square feet.

C. That except as provided in Subsection B above, the signs on the Property shall be in compliance with Title XI, "Planning and Development", Chapter 7a, "Revised Outdoor Sign Regulations".

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

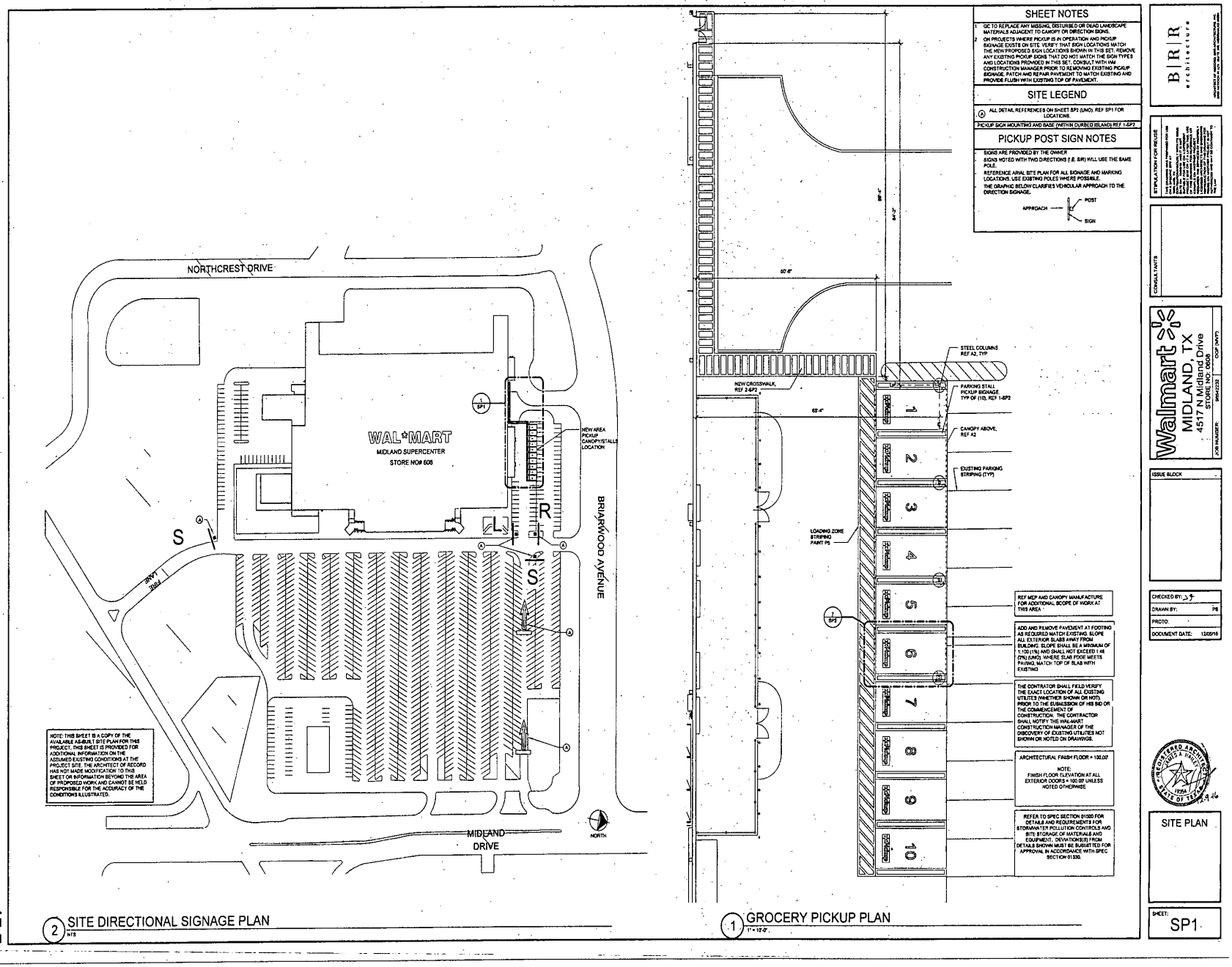
APPROVED AS TO CONTENT
AND COMPLETENESS:

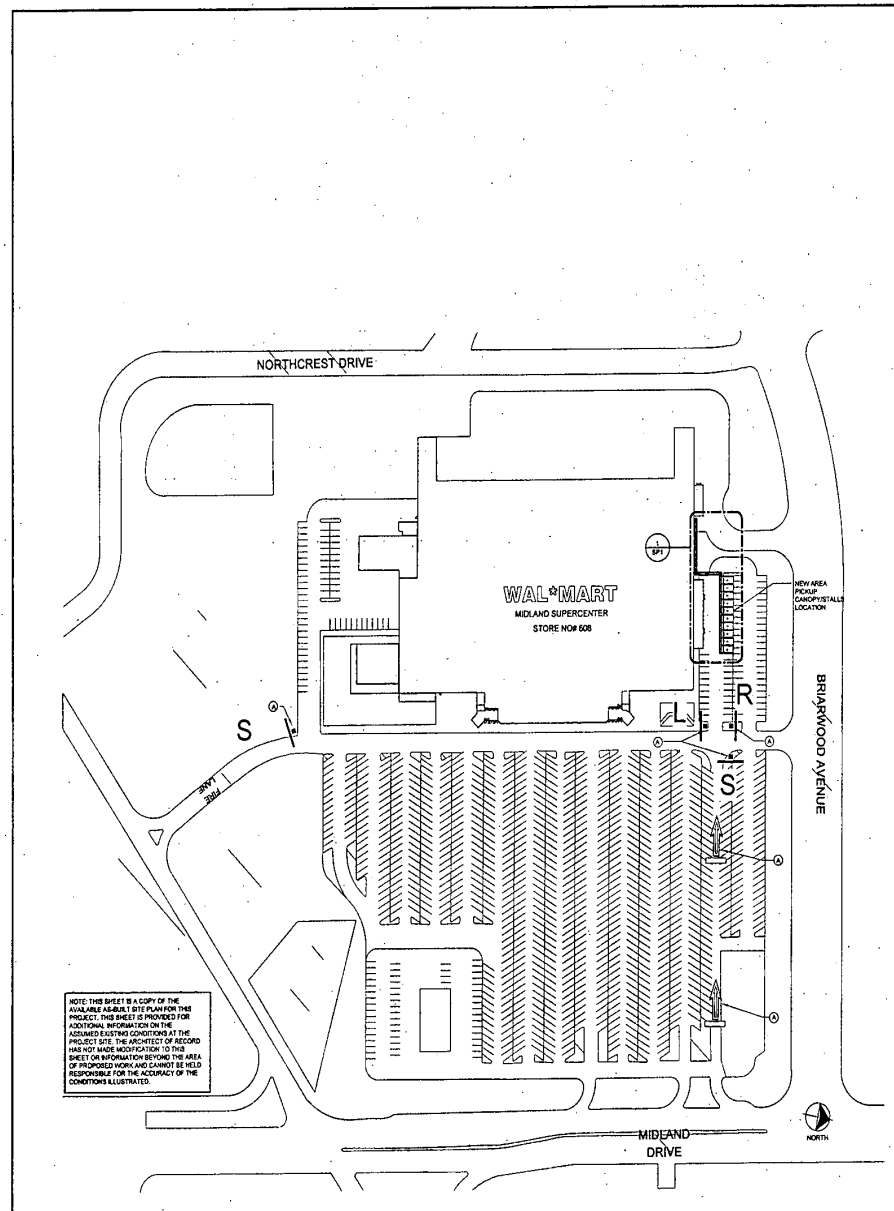
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

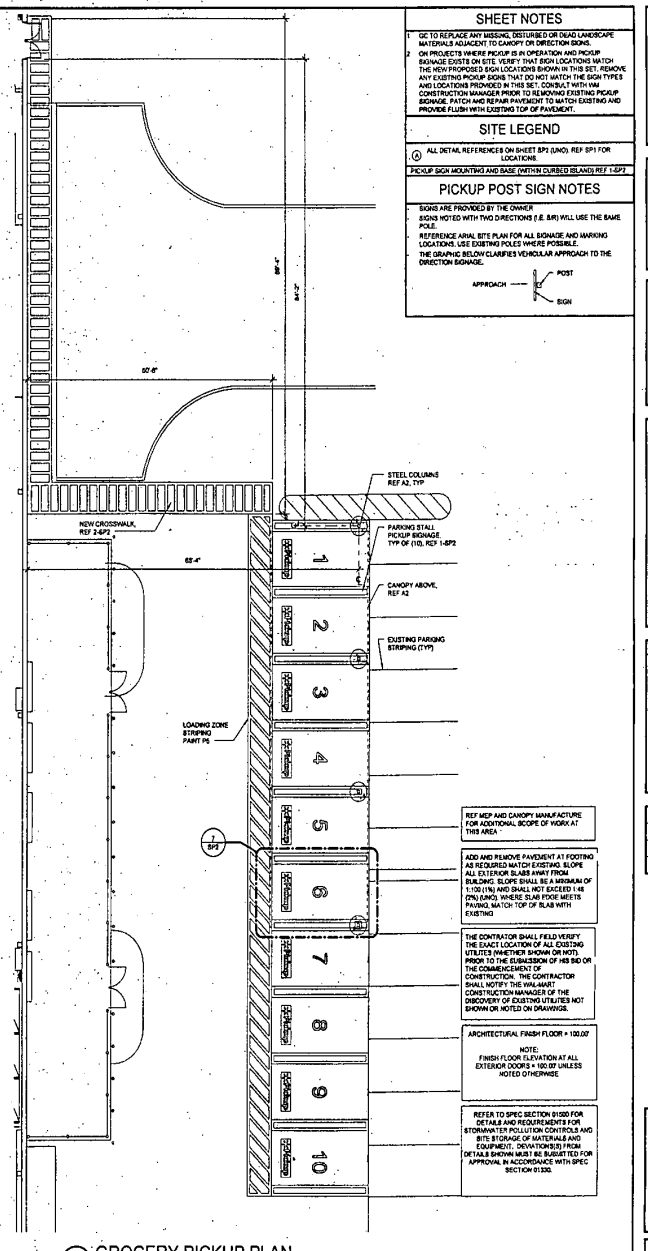
_____
John Ohnemiller, City Attorney

EXHIBIT "A"


NORTHCREST DRIVE
WAL*MART
MIDLAND SUPERCENTER
STORE NO# 608
NEW AREA PICKUP CANOPY/STALLS LOCATION
BRIARWOOD AVENUE
MIDLAND DRIVE
NORTH
S
L
R
S
NOTE: THIS SHEET IS A COPY OF THE AVAILABLE AS-BUILT SITE PLAN FOR THIS PROJECT. THIS SHEET IS PROVIDED FOR ADDITIONAL INFORMATION ON THE ASSUMED EXISTING CONDITIONS AT THE PROJECT SITE. THE ARCHITECT OF RECORD HAS NOT MADE MODIFICATION TO THIS SHEET OR INFORMATION BEYOND THE AREA OF PROPOSED WORK AND CANNOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE CONDITIONS ILLUSTRATED.
2 SITE DIRECTIONAL SIGNAGE PLAN
SHEET NOTES
1 GC TO REPLACE ANY MISSING, DISTURBED OR DEAD LANDSCAPE MATERIALS ADJACENT TO CANOPY OR DIRECTION SIGNS.
2 ON PROJECTS WHERE PICKUP IS IN OPERATION AND PICKUP SIGNAGE EXISTS ON SITE, VERIFY THAT SIGN LOCATIONS MATCH THE NEW PROPOSED SIGN LOCATIONS SHOWN IN THIS SET. REMOVE ANY EXISTING PICKUP SIGNS THAT DO NOT MATCH THE SIGN TYPES AND LOCATIONS PROVIDED IN THIS SET. CONSULT WITH WM CONSTRUCTION MANAGER PRIOR TO REMOVING EXISTING PICKUP SIGNAGE. PATCH AND REPAIR PAVEMENT TO MATCH EXISTING AND PROVIDE FLUSH WITH EXISTING TOP OF PAVEMENT.
SITE LEGEND
ALL DETAIL REFERENCES ON SHEET SP2 (UNO). REF SP1 FOR LOCATIONS
PICKUP SIGN MOUNTING AND BASE (WITHIN CURBED ISLAND) REF 1-SP2
PICKUP POST SIGN NOTES
SIGNS ARE PROVIDED BY THE OWNER
SIGNS NOTED WITH TWO DIRECTIONS (I.E. S/R) WILL USE THE SAME POLE.
REFERENCE ARIAL SITE PLAN FOR ALL SIGNAGE AND MARKING LOCATIONS. USE EXISTING POLES WHERE POSSIBLE.
THE GRAPHIC BELOW CLARIFIES VEHICULAR APPROACH TO THE DIRECTION SIGNAGE.
APPROACH
POST
SIGN
STEEL COLUMNS REF A2, TYP
NEW CROSSWALK, REF 3-SP2
PARKING STALL PICKUP SIGNAGE TYP OF (10), REF 1-SP2
CANOPY ABOVE, REF A2
EXISTING PARKING STRIPING (TYP)
LOADING ZONE STRIPING PAINT PS
REF MEP AND CANOPY MANUFACTURE FOR ADDITIONAL SCOPE OF WORK AT THIS AREA
ADD AND REMOVE PAVEMENT AT FOOTING AS REQUIRED MATCH EXISTING. SLOPE ALL EXTERIOR SLABS AWAY FROM BUILDING. SLOPE SHALL BE A MINIMUM OF 1:100 (1%) AND SHALL NOT EXCEED 1:48 (2%) (UNO). WHERE SLAB FIXDE MEETS PAVING, MATCH TOP OF SLAB WITH EXISTING
THE CONTRATOR SHALL FIELD VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES (WHETHER SHOWN OR NOT) PRIOR TO THE SUBMISSION OF HIS BID OR THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE WAL-MART CONSTRUCTION MANAGER OF THE DISCOVERY OF EXISTING UTILITIES NOT SHOWN OR NOTED ON DRAWINGS.
ARCHITECTURAL FINISH FLOOR = 100.00'
NOTE: FINISH FLOOR ELEVATION AT ALL EXTERIOR DOORS = 100.00' UNLESS NOTED OTHERWISE
REFER TO SPEC SECTION 01500 FOR DETAILS AND REQUIREMENTS FOR STORMWATER POLLUTION CONTROLS AND SITE STORAGE OF MATERIALS AND EQUIPMENT. DEVIATION(S) FROM DETAILS SHOWN MUST BE SUBMITTED FOR APPROVAL IN ACCORDANCE WITH SPEC SECTION 01330.
1 GROCERY PICKUP PLAN
B|R|R architecture
STIPULATION FOR REUSE
CONSULTANTS
Walmart
MIDLAND, TX
4517 N Midland Drive
STORE NO. 0608
JOB NUMBER: 0608-2222
COP (WP7)
ISSUE BLOCK
CHECKED BY:
DRAWN BY: PB
PROTO:
DOCUMENT DATE: 12/05/16
REGISTERED ARCHITECT
STATE OF TEXAS
SITE PLAN
SHEET: SP1



2 SITE DIRECTIONAL SIGNAGE PLAN
NTS



1 GROCERY PICKUP PLAN
1" = 10'-0"

SHEET NOTES

1. GC TO REPLACE ANY MISSING, DISTURBED OR DEAD LANDSCAPE MATERIALS ADJACENT TO CANOPY OR DIRECTION SIGNS.
2. ON PROJECTS WHERE PICKUP IS IN OPERATION AND PICKUP SIGNAGE EXISTS ON SITE, VERIFY THAT SIGN LOCATIONS MATCH THE NEW PROPOSED SIGN LOCATIONS SHOWN IN THIS SET. REMOVE ANY EXISTING PICKUP SIGNS THAT DO NOT MATCH THE SIGN TYPES AND LOCATIONS PROVIDED IN THIS SET. CONSULT WITH WM CONSTRUCTION MANAGER PRIOR TO REMOVING EXISTING PICKUP SIGNAGE. PATCH AND REPAIR PAVEMENT TO MATCH EXISTING AND PROVIDE FLUSH WITH EXISTING TOP OF PAVEMENT.

SITE LEGEND

(A) ALL DETAIL REFERENCES ON SHEET SP1 (UNO). REF SP1 FOR LOCATIONS

PICKUP SIGN MOUNTING AND BASE (WITHIN CURBED ISLAND) REF 1-SP2

PICKUP POST SIGN NOTES

- SIGNS ARE PROVIDED BY THE OWNER
- SIGNS NOTED WITH TWO DIRECTIONS (I.E. 8/R) WILL USE THE SAME POLE.
- REFERENCE ARIAL SITE PLAN FOR ALL SIGNAGE AND MARKING LOCATIONS. USE EXISTING POLES WHERE POSSIBLE.
- THE GRAPHIC BELOW CLARIFIES VEHICULAR APPROACH TO THE DIRECTION SIGNAGE.

APPROACH — POST — SIGN

B|R|R architecture

STIPULATION FOR REUSE

CONSULTANTS

Walmart
MIDLAND, TX
4517 N Midland Drive
STORE NO. 0608
JOB NUMBER: 2004-2232 COP (WP7)

ISSUE BLOCK

CHECKED BY:
DRAWN BY: PB
PROTO:
DOCUMENT DATE: 12/05/16

SITE PLAN

SHEET: SP1

EXISTING SIGNAGE SCHEDULE

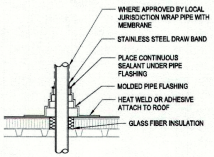
FRONT SIGNAGE	QTY	LIGHTED	COLOR	SIZE	INDIVIDUAL AREA	TOTAL AREA
Walmart	1	LED	WHITE	5'-6"	299.04 SF	299.04 SF
* (spark)	1	LED	YELLOW			
Pickup	1	LED	WHITE	2'-6"	65.43 SF	65.43 SF
* (spark)	1	LED	YELLOW			
Home & Pharmacy	1	N/A	WHITE	2'-6"	94.90 SF	94.90 SF
Grocery	1	N/A	WHITE	2'-6"	41.05 SF	41.05 SF
Lawn & Garden	1	N/A	WHITE	2'-6"	58.35 SF	58.35 SF
Vision Center	1	N/A	WHITE	1'-0"	8.49 SF	8.49 SF
<- Auto Center	1	N/A	WHITE	2'-0"	33.95 SF	33.95 SF
TOTAL FRONT SIGNAGE						601.21 SF
AUTO CENTER SIGNAGE						
Auto Center	1	N/A	WHITE	2'-0"	30.74 SF	30.74 SF
Tire	2	N/A	WHITE	1'-0"	2.58 SF	5.16 SF
Lube	2	N/A	WHITE	1'-0"	2.58 SF	5.96 SF
TOTAL AUTO CENTER SIGNAGE						41.86 SF
TOTAL BUILDING SIGNAGE						643.07 SF

NEW & ETR SIGNAGE SCHEDULE

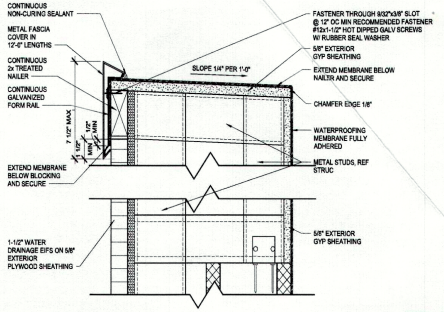
FRONT SIGNAGE	QTY	LIGHTED	COLOR	SIZE	INDIVIDUAL AREA	TOTAL AREA
Walmart	1	LED	WHITE	2'-6"	32.50 SF	126.01 SF
* (spark)	1	LED	YELLOW	10'-3"	93.51 SF	
Pickup (ETR)	1	LED	WHITE	2'-6"	65.43 SF	65.43 SF
* (spark) (ETR)	1	LED	YELLOW			
Lifestyle & Pharmacy	1	N/A	WHITE	2'-6"	107.90 SF	107.90 SF
Grocery	1	N/A	WHITE	2'-6"	41.05 SF	41.05 SF
Outdoor	1	N/A	WHITE	2'-6"	31.88 SF	31.88 SF
Vision	1	N/A	WHITE	1'-0"	3.69 SF	3.69 SF
<- Automotive	1	N/A	WHITE	2'-0"	39.88 SF	39.88 SF
TOTAL FRONT SIGNAGE						415.84 SF
AUTO CENTER SIGNAGE						
Automotive	1	N/A	WHITE	2'-0"	27.90 SF	27.90 SF
Automotive Numerals	6	N/A	WHITE	2'-6"	4.12 SF	24.72 SF
TOTAL AUTO CENTER SIGNAGE						52.62 SF
TOTAL BUILDING SIGNAGE						468.46 SF

SIGNAGE GENERAL NOTES

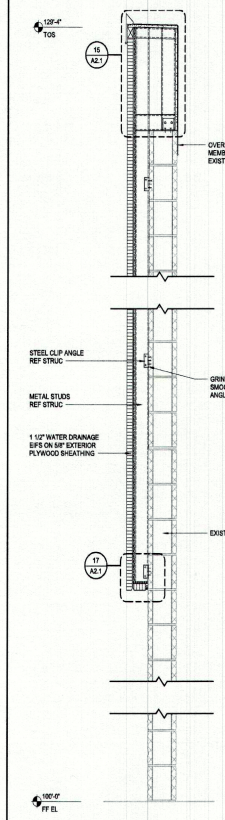
1. SIGNAGE FURNISHED BY WAL-MART AND INSTALLED BY OTHERS.
2. ALL EXISTING WALMART EXTERIOR SIGNAGE IS TO REMAIN IN PLACE ON THE BUILDING UNTIL THE EXTERIOR SIGN COMPANY IS ONSITE. THE EXTERIOR SIGN COMPANY WILL REMOVE EXISTING SIGNAGE. GENERAL CONTRACTOR WILL THEN PERFORM THE PATCH AND REPAIR WORK NEEDED AT SIGN LOCATIONS, AND PAINTING WORK NOTED IN PLANS. ONCE COMPLETE, GENERAL CONTRACTOR WILL NOTIFY THE EXTERIOR SIGN CONTRACTOR THAT AREAS NOTED TO RECEIVE SIGNAGE ARE READY. THE EXTERIOR SIGN COMPANY WILL THEN INSTALL NEW SIGNAGE AS SHOWN ON THE PLANS.
   A. A TEMPORARY BANNER WILL BE INSTALLED BY THE EXTERIOR SIGN COMPANY PRIOR TO REMOVAL OF EXISTING EXTERIOR SIGNAGE. BANNER WILL REMAIN IN PLACE UNTIL ALL MODIFICATIONS AND/OR REPAIRS HAVE BEEN COMPLETED AND NEW SIGNAGE IS INSTALLED. GC SHALL PRIORITIZE MODIFICATIONS/REPAIRS REQUIRED FOR INSTALLATION OF NEW EXTERIOR SIGNS WHILE EXTERIOR SIGN COMPANY IS ON SITE
   B. TEMPORARY BANNER WILL BE APPROXIMATELY 125 SF (5'X25').
   C. EXTERIOR SIGN WORK NEEDS TO BE SCHEDULED, COORDINATED, AND COMPLETED DURING WEEK 6 OF THE CONSTRUCTION SCHEDULE.
3. GENERAL CONTRACTOR RESPONSIBILITIES
   A. BY END OF FIRST WEEK OF CONSTRUCTION, REVIEW EXISTING CONSTRUCTION WHERE SIGNS WILL BE INSTALLED. IF EXISTING CONDITIONS DO NOT MATCH SIGN ATTACHMENT DETAILS SHOWN, REQUEST APPROVAL FROM CONSTRUCTION MANAGER TO SUBMIT RFI IN ACCORDANCE WITH SECTION 01255. NOTE DIFFERENCES IN CONSTRUCTION, INCLUDING DIMENSIONS, AND INCLUDE PHOTOGRAPHS FOR CLARIFICATION.
   B. PROVIDE SUBSTRATE SUITABLE FOR INSTALLATION OF SIGNAGE. REFER TO DETAILS ON SHEET A2.1. FOR LIGHTED ID/LOGO SIGNS COORDINATE TIMING OF WORK WITH WALMART SIGN CONTRACTOR.
   C. PROVIDE JUNCTION BOXES AND CIRCUITRY TO NEW "Walmart" and "spark" SIGNAGE. EXISTING (6) BOXES FROM "WAL-MART" SIGNAGE MAY BE REUSED.
   D. NOT USED.
   E. NOT USED.
   F. VERIFY VOLTAGE AT CIRCUITS FEEDING LIGHTED SIGNAGE. REFER TO ELECTRICAL
   G. MAKE FINAL TERMINATIONS ON LIGHTED SIGNAGE.
4. SIGNAGE CONTRACTOR RESPONSIBILITIES
   A. REMOVE ALL LIT ID/LOGO SIGNS AND UNLIT EXTERIOR STUD MOUNTED BUILDING SIGNS. UNLESS NOTED OTHERWISE.
   B. MAKE REQUIRED EXTERIOR WALL PENETRATIONS, INSTALL CONDUIT, AND SEAL PENETRATIONS PER SPECIFICATION SECTION 07900.
   C. INSTALL SIGNAGE PER DETAILS ON SHEET A2.1



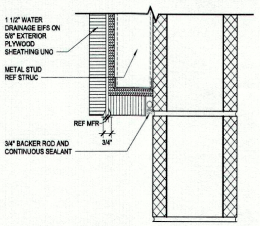
18 ROOF PENETRATION
1" = 1'-0"



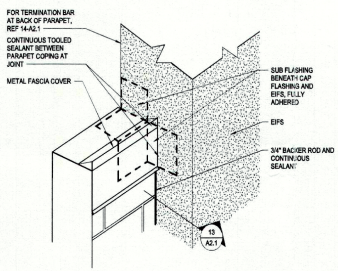
15 PARAPET CAP FLASHING
3" = 1'-0"



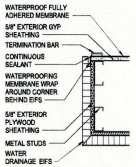
11 WALL SECTION
1" = 1'-0"



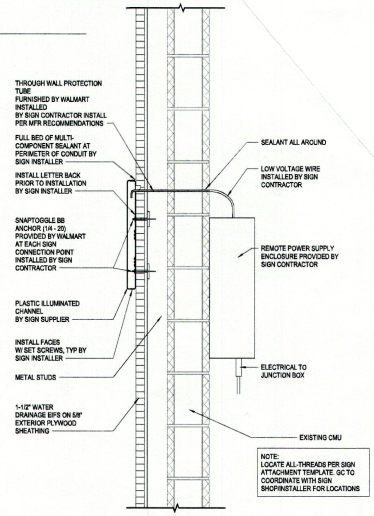
17 EIFS DETAIL
3" = 1'-0"



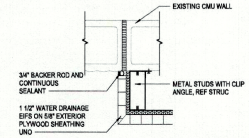
16 PARAPET STEP
NTS



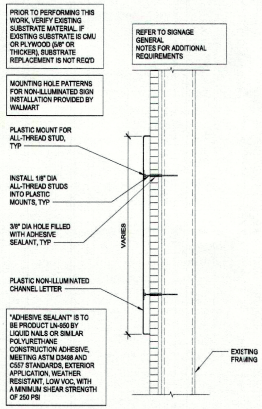
14 METAL STUD PARAPET
1 1/2" = 1'-0"



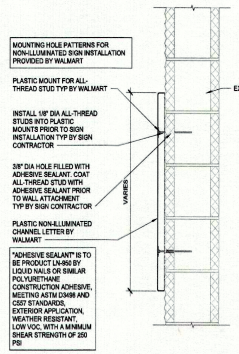
12 SIGNAGE ATTACHMENT
1 1/2" = 1'-0"



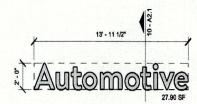
13 CORNER DETAIL
1 1/2" = 1'-0"



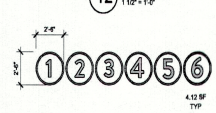
9 SIGN ATTACHMENT AT EIFS AND METAL STUD WALL
1 1/2" = 1'-0"



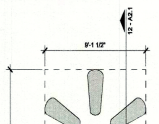
10 SIGN ATTACHMENT AT CMU WALL
1 1/2" = 1'-0"



8 2'-0" AUTOMOTIVE
1/4" = 1'-0"



7 2'-6" AUTOMOTIVE
1/4" = 1'-0"



1 10'-3" WALMART SIGN
1/4" = 1'-0"



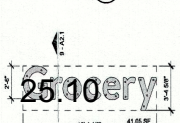
6 1'-0" VISION
1/4" = 1'-0"



5 2'-0" AUTOMOTIVE
1/4" = 1'-0"



4 2'-6" OUTDOOR
1/4" = 1'-0"



3 2'-6" GROCERY
1/4" = 1'-0"



2 2'-6" LIFESTYLE & PHARMACY
1/4" = 1'-0"

PACKET 25.10 April 13, 2021

CYNTERGY
810 SOUTH CINCINNATI
SUITE 200
TULSA, OK 74119
918.587.4630
www.cyntergy.com

EXPLANATION FOR RELEASE

THIS DRAWING AND SPECIFICATION OR OTHER DOCUMENTS FURNISHED BY CYNTERGY ARE AND SHALL REMAIN THE PROPERTY OF CYNTERGY WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THEY ARE NOT TO BE USED BY ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER EXCEPT WHEN EXPRESSLY AUTHORIZED IN WRITING BY CYNTERGY. THEY ARE NOT TO BE LOANED, COPIED OR REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF CYNTERGY. ANY UNAUTHORIZED USE OF THESE DRAWINGS WILL BE AT THE SOLE RISK OF THE USER AND WITHOUT LIABILITY TO CYNTERGY AND THE USER WILL HOLD CYNTERGY HARMLESS FROM ANY CLAIMS OR LAWSUITS RESULTING FROM SUCH UNAUTHORIZED USE.

CONSULTANTS

Walmart
MIDLAND, TX
STORE NO: 00608-247
JOB NUMBER: USRM-098135 | PROTO: 168 PROTO 8C

ISSUE BLOCK

CHECKED BY:	RJUT
DRAWN BY:	Author
PROTO CYCLE:	12/04/2020
DOC DATE:	01/25/2021

DOCUMENTS WITHOUT SIGNATURE AND REQUIRED SEAL OF ARCHITECT ARE NOT FOR CONSTRUCTION

JAMES EDWARD TURNER
ARCHITECT OF RECORD

EXTERIOR DETAILS

SHEET: A2.1

SITE PLAN



PYLON SIGNAGE A



PYLON SIGNAGE B



DISCLOSURES

- PAINT RESTRICTIONS: THERE ARE NO EXTERIOR PAINT COLOR RESTRICTIONS. WALMART CAN USE THEIR PROTO COLORS GRAY AND BLUE.
- SWIPE UP: PER BILL DENNIS, THERE ARE NO FORESEEABLE ISSUES WITH THE PROPOSED PARAPET AND SWIPE UP.
- ALLOWED SIGNAGE SF: THERE ARE NO RESTRICTIONS FOR SIGN SIZE, OVERALL SQUARE FOOTAGE OR QUANTITY ALLOWED.
- EXISTING SIGNAGE SF: 643.07 SF
- PROPOSED SIGNAGE SF: 486.46 SF

ISSUED: 02/01/2021

COLOR LEGEND

	P#	COLOR NAME
	P49E	DARK GRAY
	P76U	WALMART BLUE (URETHANE-LIKE)
	P134E	LIGHT GRAY
	P135E	MEDIUM GRAY
	P162E	BLACK GRAY

KEYNOTES

7.04	METAL FASCIA COVER
7.06	WATER DRAINAGE EXTERIOR INSULATION AND FINISH SYSTEM

FINISH KEY

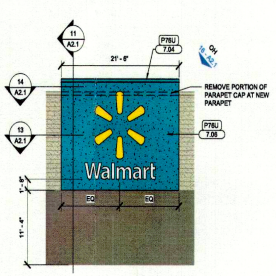
P49E	DARK GRAY
P76U	WALMART BLUE (URETHANE-LIKE)
P134E	LIGHT GRAY
P135E	MEDIUM GRAY
P162E	BLACK GRAY

SHEET NOTES

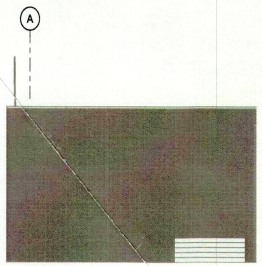
1. POWER WASH EXTERIOR WALLS PRIOR TO PAINTING AT IMPACTED AREAS.
2. PATCH AND REPAIR EXTERIOR WALL SURFACES, DAMAGED OR EXPOSED DUE TO REMOVAL OF BUILDING MOUNTED ITEMS, TO MATCH ADJACENT AS REQUIRED.
3. NOT USED.
4. REFER TO DETAILS ON SHEET A3.1 FOR SUBSTRATE AND FINISH REQUIREMENTS AT LOCATIONS OF BUILDING MOUNTED SIGNS.
5. RESURFACE EXISTING EIFS WHERE NOTED.
6. NOT USED.
7. PAINT EXTERIOR OF BUILDING AS SHOWN. PRIOR TO PAINTING WALL AT LOCATION(S) OF LIT ID/LOGO SIGN(S), COORDINATE SCOPE OF WORK WITH WALMART CM.
8. PAINT DOOR HOODS, HOLLOW METAL STEEL DOORS AND FRAMES, GUTTERS AND DOWNSPOUTS, EXPOSED METAL FLASHING, HANDRAILS, AND EXPOSED MISCELLANEOUS STEEL TO MATCH ADJACENT BUILDING COLOR U/N!
9. NOT USED.
10. PAINT CANOPY STRUCTURAL STEEL AND FLASHING TO MATCH ADJACENT WALL.
11. NOT USED.
12. NOT USED.
13. NOT USED.
14. NOT USED.
15. NOT USED.
16. DO NOT PAINT LED WALL PACK HOUSINGS
17. NOT USED.
18. PAINT GARDEN CENTER STEEL DOORS AND FRAMES TO MATCH ADJACENT BUILDING WALL. IF THERE ARE TWO COLORS AT ADJACENT WALL, USE BOTTOM COLOR FOR ENTIRE DOOR AND FRAME.
19. NOT USED.
20. AT MASONARY LOCATIONS WHERE SIGNS ARE BEING REPLACED, PAINT AREA BEHIND SIGN TO MATCH EXISTING COLOR. FEATHER PAINT OUT TO BLEND WITH EXISTING. REF SPEC 09900.

DEMOLITION NOTES

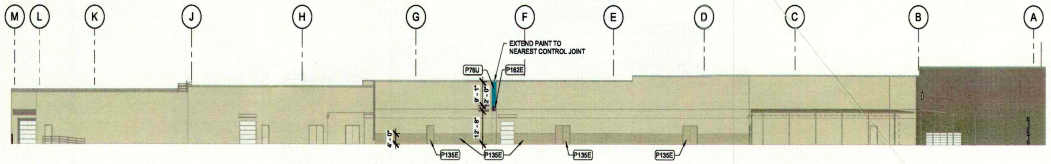
1. REMOVAL OF LIT ID/LOGO SIGNS AND UNLIT EXTERIOR STUD MOUNTED BUILDING SIGNS BY OTHERS.
2. GENERAL CONTRACTOR TO PATCH/REPAIR HOLES LEFT AFTER SIGNS ARE REMOVED AND REPAINT AS SCHEDULED
3. NOT USED.
4. NOT USED.
5. REMOVAL OF BUILDING MOUNTED ITEMS, SHOWN OR NOTED TO BE DEMOLISHED OR AS REQUIRED BY SCOPE OF WORK, SHALL OCCUR PRIOR TO PAINTING BUILDING. COORDINATE DEMOLITION WORK SO EXTERIOR PAINTING WILL OCCUR PRIOR TO INSTALLATION OF BUILDING MOUNTED ITEMS.



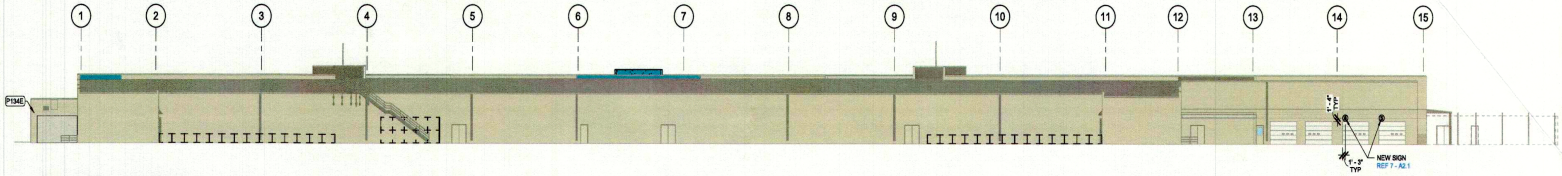
8 ENLARGED ELEVATION
1/8" = 1'-0"



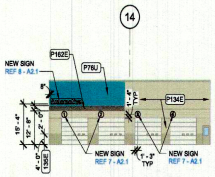
7 SIDE ELEVATION
1" = 10'-0"



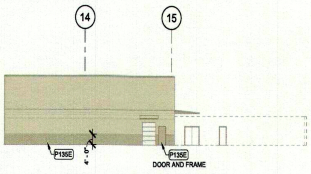
6 SIDE ELEVATION
1" = 20'-0"



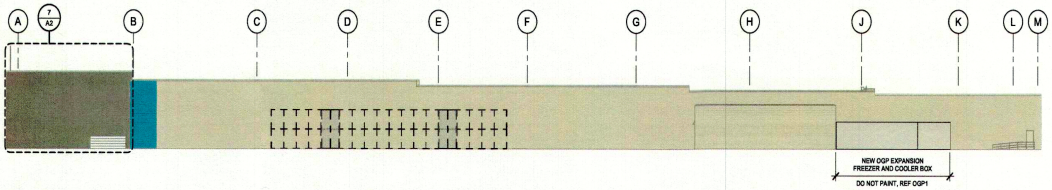
5 REAR ELEVATION
1" = 20'-0"



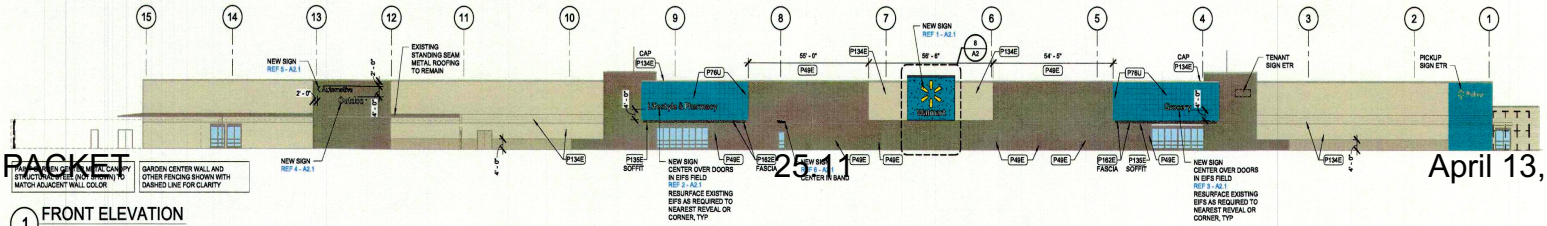
4 FRONT AUTO CENTER ELEVATION
1" = 20'-0"



3 REAR SEASONAL SHOP ELEVATION
1" = 20'-0"



2 SIDE ELEVATION
1" = 20'-0"



1 FRONT ELEVATION
1" = 20'-0"

GYNTERGY
8918 SOUTH SPRINGWOOD
SECOND FL DOOR
OKLAHOMA 74133
918.877.9000
www.gyntergy.com

STIPULATION FOR REUSE

CONSULTANTS

Walmart
MIDLAND, TX
STORE NO: 00606-247 | 186 PROTO SC
JOB NUMBER: USRA-006193 | PROTO

ISSUE BLOCK

CHECKED BY:	RJUT
DRAWN BY:	JTU
PROTO CYCLE:	12/04/2020
DOC DATE:	01/25/2021

DOCUMENTS WITHOUT SIGNATURE AND REQUIRED SEAL OF AOR/EOR ARE NOT FOR CONSTRUCTION

JAMES EDWARD TURNER
ARCHITECT OF RECORD

EXTERIOR ELEVATIONS

SHEET: A2

PACKET PAGE 25 11 April 13, 2021

Walmart Pickup

WALMART
SIGN PRESENTATION

4517 N MIDLAND DR
MIDLAND, TX 79707

EZZI SIGNS
EST. 2005

Site Plan



N

SITE PLAN
SCALE: NTS

EZZI SIGNS
EST. 2005

16611 West Little York Rd
Houston, Texas 77084
EZZISIGNS.COM
713-232-0071

PROJECT:
WALMART

ADDRESS:
4517 N MIDLAND DR
MIDLAND, TX 79707

DATE: 01/04/2021

PROJECT NUMBER:
ES01491

DESIGNER:
ROSAN

REVISIONS
R1: 02/05/2021
REMOVE SIGN C
R2: 00/00/2020
DESIGN UPDATE
R3: 00/00/2020
DESIGN UPDATE

APPROVALS / DATE

CLIENT:

LANDLORD:

SEVEN YEAR WARRANTY

UL Installation requirements. This sign is to be installed in accordance with the requirements of article 600 of the national electric code and other applicable local codes. This includes proper grounding and bonding of the sign.

All conceptual renderings are property of Ezzi Signs. Any reproduction, exhibition or use of this drawing is strictly prohibited ©2020. All rights reserved.

A

QTY : 2 FACES



NEW FACES: SHEET METAL
VINYL: 3630-337 PROCESS BLUE & 3630-25 SUNFLOWER

ILLUMINATION: VERIFY INTERIOR LIGHTING FOR UPGRADE TO LEDs

DESIGN
SCALE: 3/8" = 1' - 0"



CURRENT ELEVATION
SCALE: NTS



UPDATED ELEVATION
SCALE: 1/8" = 1' - 0"

EZZI SIGNS
EST. 2005
16611 West Little York Rd
Houston, Texas 77084
EZZISIGNS.COM
713-232-0071

PROJECT:
WALMART

ADDRESS:
4517 N MIDLAND DR
MIDLAND, TX 79707

DATE: 01/04/2021

PROJECT NUMBER:
ES01491

DESIGNER:
ROSAN

REVISIONS
R1: 02/05/2021
REMOVE SIGN C
R2: 00/00/2020
DESIGN UPDATE
R3: 00/00/2020
DESIGN UPDATE

APPROVALS / DATE

CLIENT:

LANDLORD:

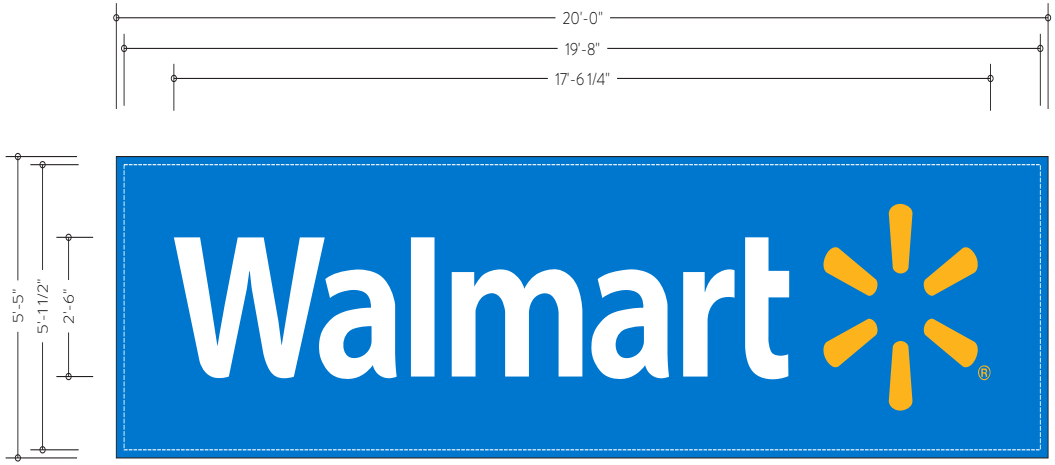
SEVEN YEAR WARRANTY

UL Installation requirements. This sign is to be installed in accordance with the requirements of article 600 of the national electric code and other applicable local codes. This includes proper grounding and bonding of the sign.

All conceptual renderings are property of Ezzi Signs. Any reproduction, exhibition or use of this drawing is strictly prohibited ©2020. All rights reserved.

B

QTY : 2 FACES



NEW FACES: SHEET METAL
VINYL: 3630-337 PROCESS BLUE & 3630-25 SUNFLOWER

ILLUMINATION: VERIFY INTERIOR LIGHTING FOR UPGRADE TO LEDs

DESIGN
SCALE: 3/8" = 1' - 0"



CURRENT ELEVATION
SCALE: NTS



UPDATED ELEVATION
SCALE: 1/8" = 1' - 0"

EZZI SIGNS
EST. 2005

16611 West Little York Rd
Houston, Texas 77084
EZZISIGNS.COM
713-232-0071

PROJECT:
WALMART

ADDRESS:
4517 N MIDLAND DR
MIDLAND, TX 79707

DATE: 01/04/2021

PROJECT NUMBER:
ES01491

DESIGNER:
ROSAN

REVISIONS
R1: 02/05/2021
REMOVE SIGN C
R2: 00/00/2020
DESIGN UPDATE
R3: 00/00/2020
DESIGN UPDATE

APPROVALS / DATE

CLIENT:

LANDLORD:

SEVEN YEAR WARRANTY

UL Installation requirements. This sign is to be installed in accordance with the requirements of article 600 of the national electric code and other applicable local codes. This includes proper grounding and bonding of the sign.

All conceptual renderings are property of Ezzi Signs. Any reproduction, exhibition or use of this drawing is strictly prohibited ©2020. All rights reserved.

Walmart Wall Sign - Loop 250

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0218

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: JENNIFER COBBS C/O CYNTERGY		Phone (918)346-6818 Email jcobbs@cyntergy.com permits@cyntergy.com	
Address 810 S. CINCINNATI, 2ND FLOOR	City TULSA	State OK	Zip 74119

Property Owner Printed Name: WALMART R.E. BUS. TRUST		Phone (479)273-6705 Email hamidul.hoq@walmart.com	
Address 2608 SE J STREET	City BENTONVILLE	State AR	Zip 72716

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 4517 N MIDLAND DRIVE, MIDLAND, TX 79707

Legal Description WAL-MART STORES #01-0608
Lot: 01C Block: 033 Subdivision: NORTHGATE SEC 26

Current Zoning: PDSC, PLANNED DISTRICT FOR A SHOPPING CENTER W/ AN UNDERLYING ZONE OF LR-2, LOCAL RETAIL DISTRICT

Proposed Zone: (AMENDED PD SITE PLAN-SIGNS)
(List by tracts if more than one district is requested)

Reason for Zone Change Request:
REQUESTING AMENDED PD SITE PLAN REVIEW, PROPOSED UPDATED EXTERIOR WALL SIGN PACKAGE

Present Use of Property: MERCANTILE-RETAIL/GROCERY

Proposed Use of Property: MERCANTILE-RETAIL/GROCERY

How would this zone change affect the public health, safety and welfare?
THE SIGN CHANGES WOULD POSITIVELY AFFECT THE THE PUBLIC HEALTH, SAFETY, AND WELFARE. INCLUDED IN THE UPDATED SIGNS WILL BE A NEW PICKUP & SPARK SIGN INDICATING THE ONLINE GROCERY PICKUP IS AVAILABLE

Describe how conditions affecting the property have changed since present zoning designation: NO CHANGES TO THE PROPERTY

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Jennifer Cobbs c/o Cyntergy	Date: 02/02/2021
Applicant (printed): JENNIFER COBBS C/O CYNTERGY	
Property Owner (signature):	Date: 02/02/2021
Property Owner (printed) : HAMIDUL HOQ ON BEHALF OF WALMART	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear JENNIFER COBBS who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by WALMART, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Jennifer Cobbs c/o Cyntergy
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

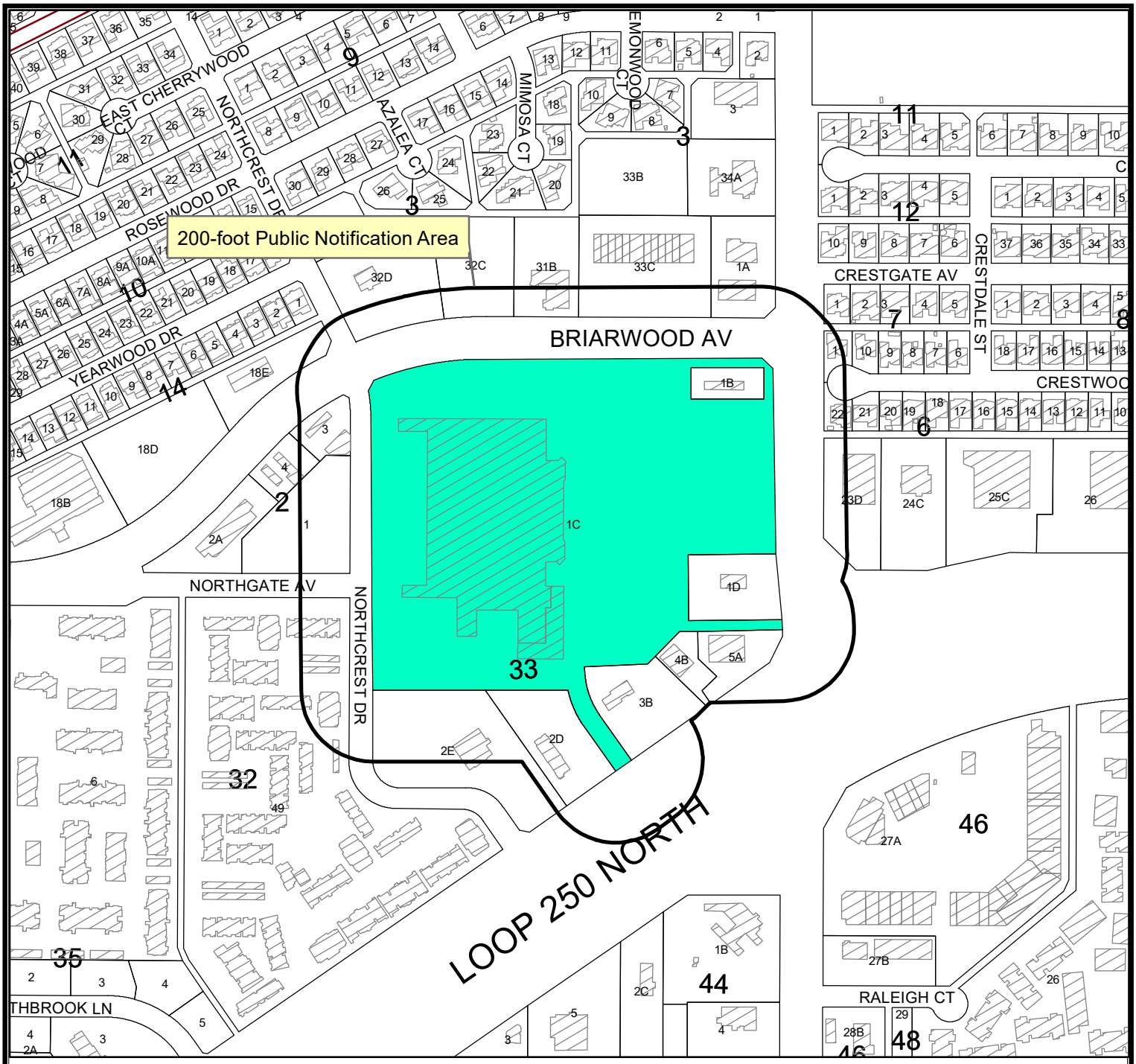
_____

NOTARY PUBLIC, ~~MIDLAND COUNTY, TEXAS~~

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 89194	
Received By: Cristal Bruns	Date: FEB 03 2021
	BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



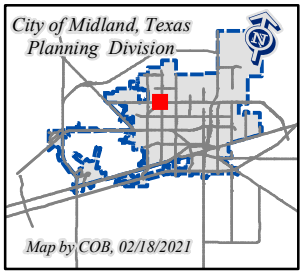
LOCATION MAP

Z-21-0218 **Scale: 1" = 400'**

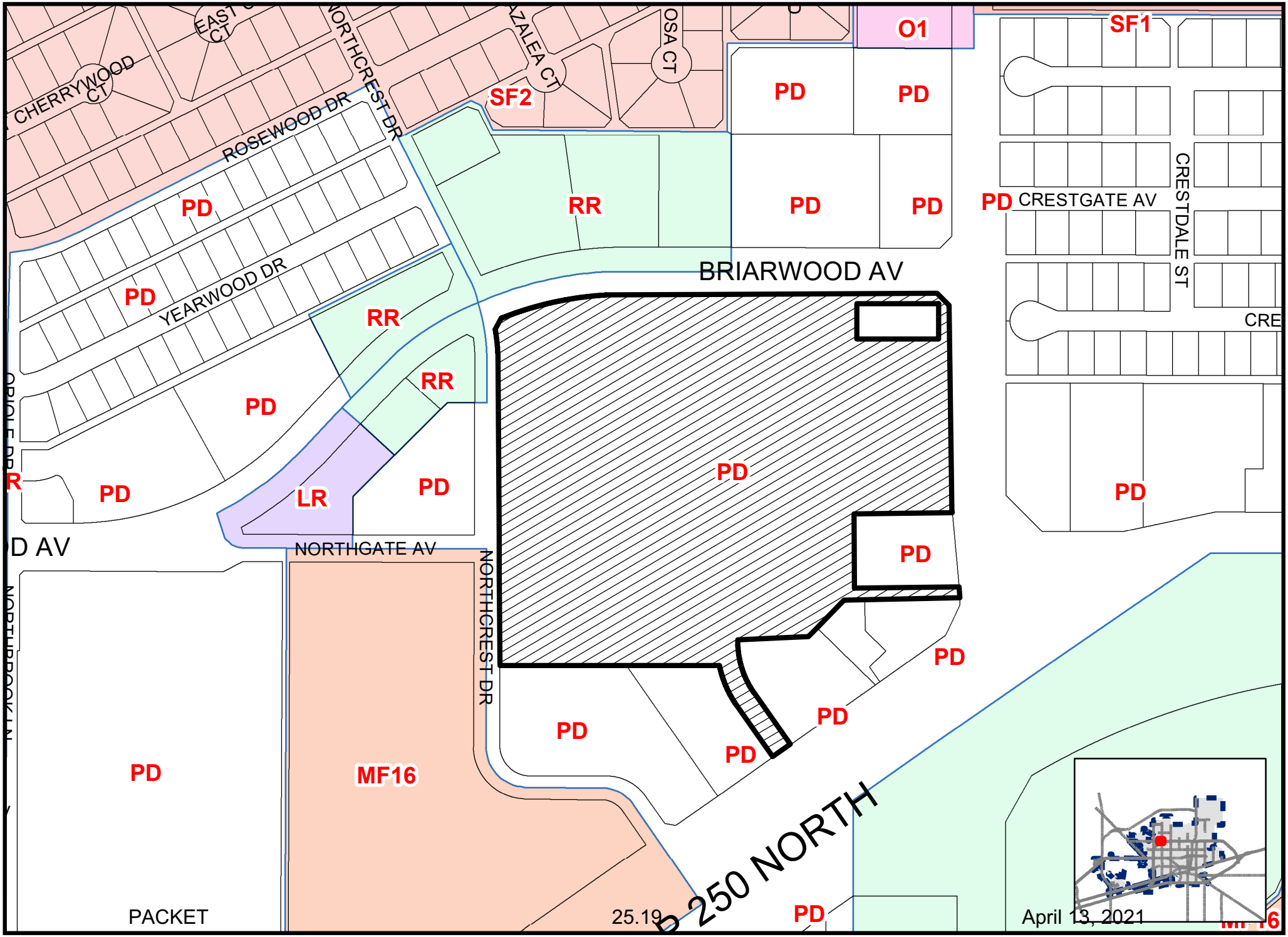
Consider a zone change from PD, Planned Development District for a Shopping Center to Amended PD, Planned Development District for a Shopping Center on Lot 1C, Block 33, Northgate Addition, Section 26, City and County of Midland, Texas. (Generally located on the southwest corner of the intersection of N. Midland Drive and Briarwood Avenue, Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



PACKET 25.18 April 13, 2021



Map By JM, 02/23/2021

Z-21-0218

Scale: 1" = 300'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ORDINANCE NO. 9640

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1C, BLOCK 33, NORTHGATE ADDITION, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN AMENDED PLANNED DISTRICT (GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF NORTHGATE AVENUE AND NORTHCREST 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 and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of an Amended Planned District, set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Shopping Center, and it shall be used as an Amended Planned District, said property being described as follows:

> Lot 1C, Block 33, Northgate Addition, Section 26, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following special

conditions and restrictions:

A. That the use and development of this property shall conform to the regulations of the LR-2, Local Retail District, except as otherwise stated below.

B. That this property shall conform to the site plan, which is attached hereto and incorporated herein as Exhibit "A".

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 14th day of February, A.D., 2017; and passed to second reading

on motion of Council member Lacy, seconded by Council member Robnett, by the following vote:

Council members voting "AYE": Hotchkiss, Love, Sparks, Morales, Lacy, Robnett

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Love, seconded by Council member Lacy, on the 28th day of February, A.D., 2017, at a regular meeting of the City Council:

Council members voting "AYE": Hotchkiss, Love, Sparks, Dufford, Lacy

Council members voting "NAY": None

PASSED AND APPROVED THIS 28th day of February, A.D., 2017.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

Frank Salvato, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

9640

City Council Agenda

APPROVED

Approved for Agenda:
fsalvato
City Manager's Office

MEETING DATE: **February 28, 2017**

TO: **City Council / City Manager**

FROM: **Ted Helm, Senior Planner**

SUBJECT: **Consider an ordinance on second reading on a request by BRR Architecture for a zone change from PD, Planned District for a Shopping Center, to an Amended Planned District on Lot 1C, Block 33, Northgate Addition, Section 26, City and County of Midland, Texas. (Generally located northeast of the intersection of Northgate Avenue and Northcrest Drive. - Council District 1)**

Purpose:

The applicant is requesting a a zone change from PD, Planned District for a Shopping Center, to an Amended Planned District on Lot 1C, Block 33, Northgate Addition, Section 26, City and County of Midland, Texas.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Zoning to the north is LR-2 and PDSC, Planned District for a Shopping Center and the location of a 1st Community Federal Credit Union and a small shopping center respectively.

Zoning to the east is PDHD, Planned District for a Housing Development and PDSC, Planned District for a Shopping Center, and are the locations of a residential subdivision and a Dollar Tree respecively.

Zoning to the south is PDSC, Planned District for a Shopping Center, and the location of a Panda Express, New Avenues, Papa John's, Wendy's, Chick-fil-A, and Texas Roadhouse.

Zoning to the west is LR-2, Local Retail District, PDOC, Planned District for an Office Complex, and MF-1, Multi-Family Dwelling District. The MF-1 district is the location of The Clusters Apartments, while the LR-2 and PDOC zoning districts have several stores including a restaurant, gas station and car cleaning services.

The property is located at 4517 N. Midland Drive in a PD, Planned District for a Shopping Center. This Planned District Amendment is to allow for Wal-Mart to add a canopy addition over existing parking to establish an online order pickup area.

The canopy is shown in the attached Exhibit A will have an approximate area of 1,440 square feet.

The previous Ordinance for this property (#7844) was approved on April 27, 1999.

The proposed use of the property is compatible with the uses and development of the surrounding area and the proposed use fits the retail designation the future land use plan calls for in this location.

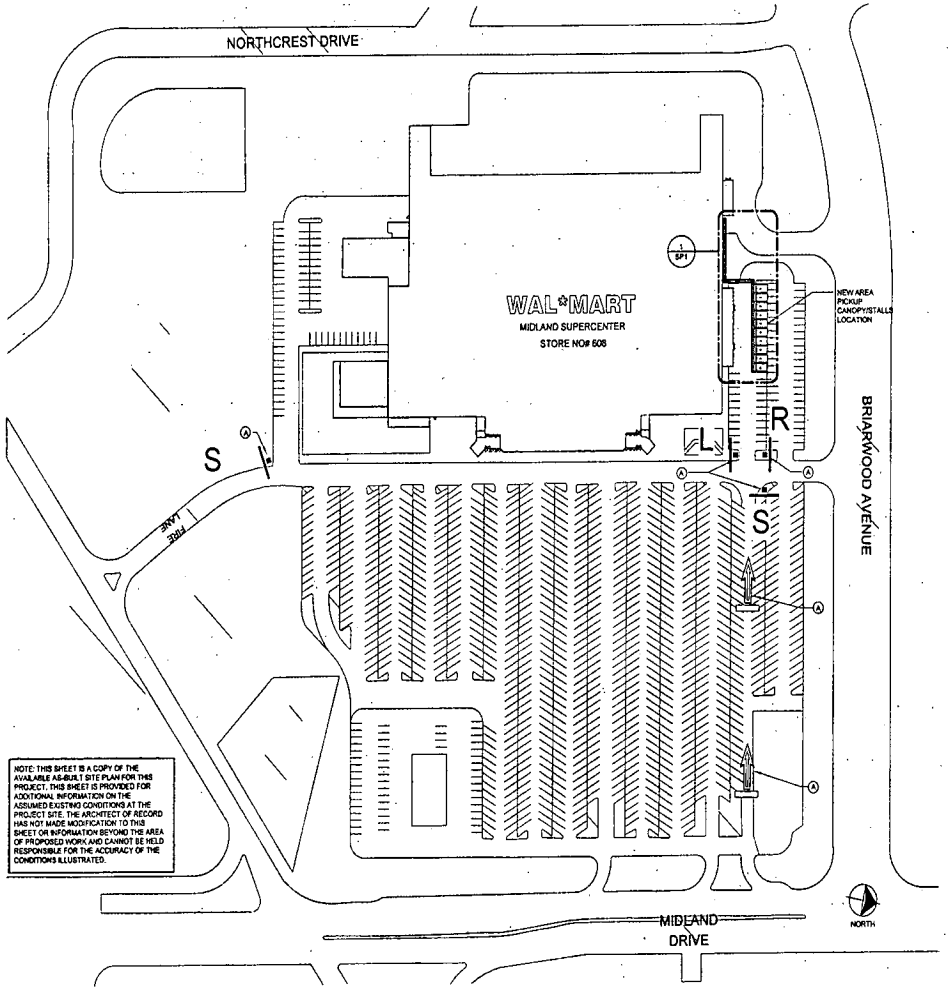
Staff recommends approval of this zone change from PD, Planned District for a Shopping Center to an Amended Planned District.

Letters of Objection:

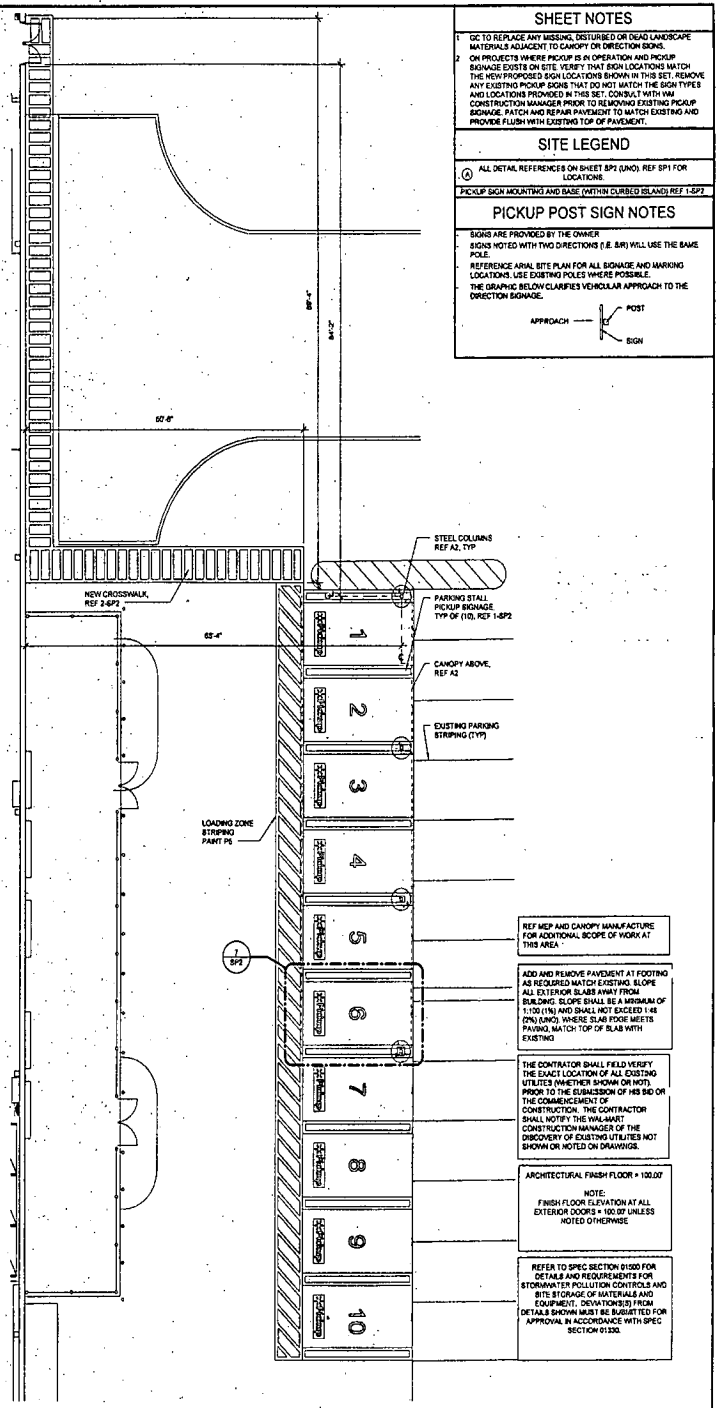
As of February 10, 2017, no letters of objection have been received.

Attachments:

Exhibit A (Site Plan)
Application
Maps
Ordinance No. 7844



2 SITE DIRECTIONAL SIGNAGE PLAN
NTS



1 GROCERY PICKUP PLAN
1" = 10'-0"

SHEET NOTES

1. GC TO REPLACE ANY MISSING, DISTURBED OR DEAD LANDSCAPE MATERIALS ADJACENT TO CANOPY OR DIRECTION SIGNS.
2. ON PROJECTS WHERE PICKUP IS IN OPERATION AND PICKUP SIGNAGE EXISTS ON SITE, VERIFY THAT SIGN LOCATIONS MATCH THE NEW PROPOSED SIGN LOCATIONS SHOWN IN THIS SET. REMOVE ANY EXISTING PICKUP SIGNS THAT DO NOT MATCH THE SIGN TYPES AND LOCATIONS PROVIDED IN THIS SET. CONSULT WITH WM CONSTRUCTION MANAGER PRIOR TO REMOVING EXISTING PICKUP SIGNAGE. PATCH AND REPAIR PAVEMENT TO MATCH EXISTING AND PROVIDE FLUSH WITH EXISTING TOP OF PAVEMENT.

SITE LEGEND

(A) ALL DETAIL REFERENCES ON SHEET SP2 (UNO). REF SP1 FOR LOCATIONS

PICKUP SIGN MOUNTING AND BASE (WITHIN CURBED ISLAND) REF 1-SP2

PICKUP POST SIGN NOTES

- SIGNS ARE PROVIDED BY THE OWNER
- SIGNS NOTED WITH TWO DIRECTIONS (I.E. S/R) WILL USE THE SAME POLE.
- REFERENCE ARIAL SITE PLAN FOR ALL SIGNAGE AND MARKING LOCATIONS. USE EXISTING POLES WHERE POSSIBLE.
- THE GRAPHIC BELOW CLARIFIES VEHICULAR APPROACH TO THE DIRECTION SIGNAGE.

B | R | R architecture

STIPULATION FOR REUSE

CONSULTANTS

Walmart
MIDLAND, TX
4517 N Midland Drive
STORE NO: 0608
JOB NUMBER: 9954-2232 | OOP (WVP)

ISSUE BLOCK

CHECKED BY:
DRAWN BY: PB
PROTO:
DOCUMENT DATE: 12/05/16

REGISTERED ARCHITECT STATE OF TEXAS 12.9.16

SITE PLAN

SHEET: SP1

Case Number: 2-16-0031

MIDLAND
Planning Division

APPLICATION TO AMEND A PLANNED DISTRICT/SITE PLAN APPROVAL

I. APPLICATION

Applicant:

Myrna Smith, BRR Architecture Inc (Name) | (913) 236-3440 or (913) 262-9095 (Phone)

6700 Antioch Plaza, Suite 300, Merriam, KS 66204 (Address) | myrna.smith@brrarch.com (Email)

Property Owner:

Walmart R.E. Business Trust (Name) | (479) 273-4000 (Phone)

702 SW 8th St, Bentonville, AR 72717 (Address) | gerald.taylor@walmart.com (Email)

Representative (*please see affidavit on page 2*):

Myrna Smith, BRR Architecture, Inc. (Name) | (913) 236-3440 or (913) 262-9095 (Phone)

6700 Antioch Plaza, Suite 300, Merriam, KS 66204 (Address) | myrna.smith@brrarch.com (Email)

Street address: 4517 N Midland Dr, Midland, TX 79707

Legal Description: Property ID #: R000034096

If Platted: Lot: 01C; Block: 033; Subdivision: ADDN: Northgate Sec 26

If Unplatted: *Attach Metes & Bounds Description with Surveyor's Seal (Describe each district separately)

Present Zone: PDSC Proposed Zone: Same

(List by tracts if more than one district is requested)

Reason for Amendment or Site Plan Approval: Allocate area of parking for online order pickup, with Canopy over space, exterior wall sign and directional signs. Limited interior remodel accounting for customer seating area and related storage near front of the store for General Merchandise pickup operation.

Present Use of Property: Retail

Proposed Use of Property: N/A

How would this zone change affect the public health, safety and welfare?

N/A

Describe how conditions affecting the property have changed since present zoning designation:

N/A

II. FEES & SUBMITTALS

Application Fee ($550.00, plus $75 per additional district): $ _____

2 FOLDED Copies of the PD Site Plan & 1 Extra Copy (11x17): 1
Digital Copies of Site Plan (PDF & JPEG): _____

VI. Signature

Property Owner (signature): Gerald E Taylor Date: 12/5/16

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Myrna Smith, BRR Architecture Inc. who, being by me duly sworn, upon oath says: That (s)he is authorized by Gerald Taylor, Walmart, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Myrna Smith BRR Architecture
Authorized Agent (signature)

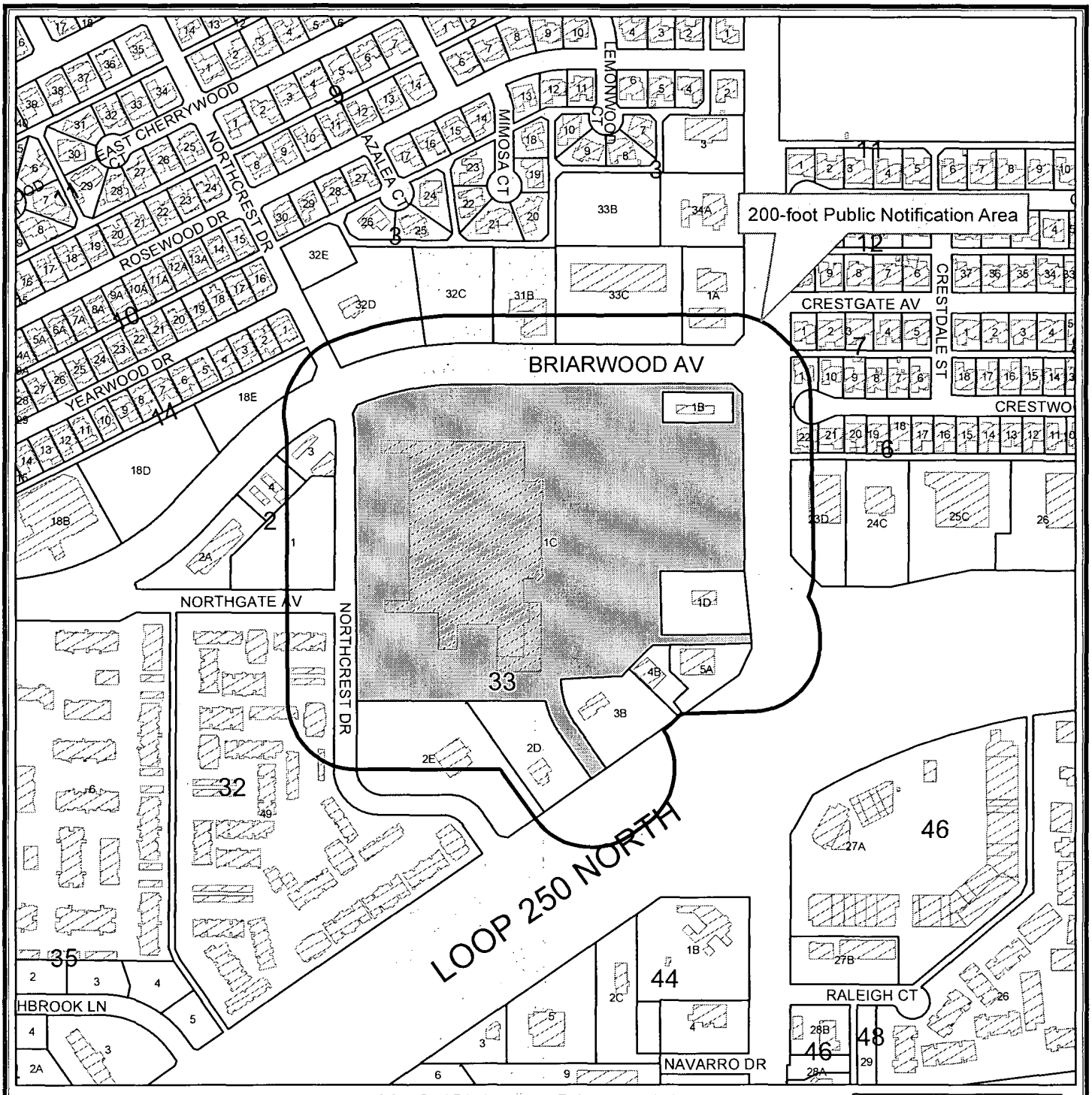
Subscribed and sworn to before me, this 5th day of December, 20 16, to certify which witness my hand and seal of office.

Sheila J. Ward
NOTARY PUBLIC, ~~MIDLAND COUNTY, TEXAS~~ Benton County AR

STATE OF ARKANSAS NOTARY PUBLIC
SHEILA J. WARD
MY COMMISSION # 12350098
EXPIRES: September 24, 2026
Benton County

FOR OFFICE USE ONLY
Rec'd By: _____ Date: _____
Assigned: _____
For: _____ On: _____

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

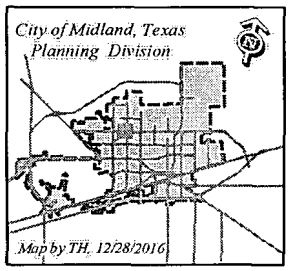
Z - 16 - 0031 **Scale: 1" = 400'**

Consider a request for a zone change from PD, Planned District for a Shopping Center, to an Amended Planned District on Lot 1C, Block 33, Northgate Addition, Section 26, City and County of Midland, Texas.

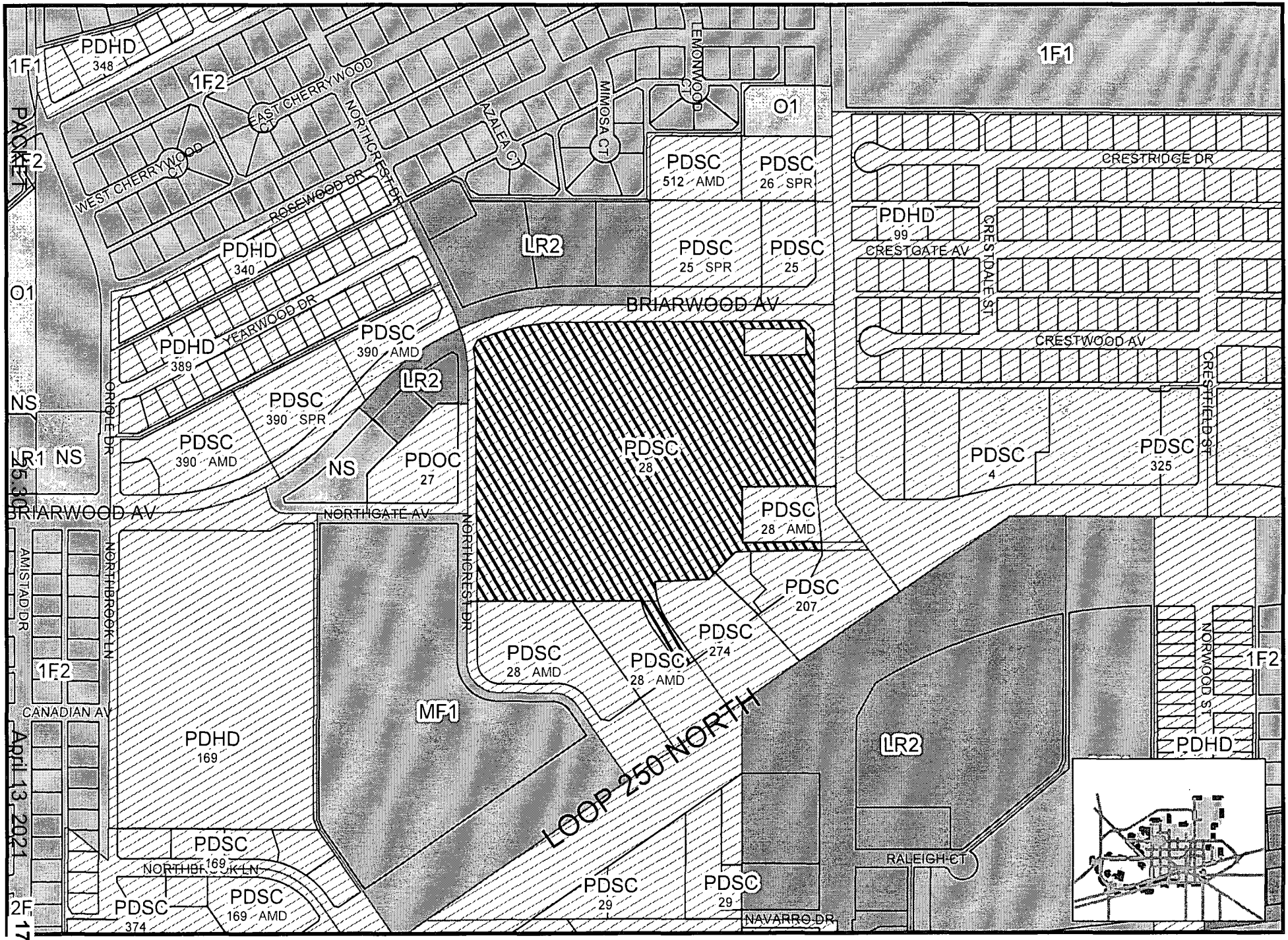
Generally located northeast of the intersection of Northgate Avenue and Northcrest Drive. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



© CITY OF MIDLAND - 2016
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE F[illegible] THE USE OF THIS DATA



rp By TH, 12/28/2016

Z - 16 - 0031

Scale: 1" = 400'

ZONING MAP

© CITY OF MIDLAND - 2016: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ORDINANCE NO. 7844

AN ORDINANCE ADOPTING AN AMENDED SITE PLAN SUBJECT TO THE FOLLOWING CONDITIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, by Ordinance No. 7270, adopted September 14, 1993, the City Council granted a "Planned District" for a Shopping Center and adopted a site plan; 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 adopt an amended site plan pursuant to Ordinance No. 7270 subject to special conditions;

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

SECTION ONE. That the amended site plan attached hereto as Exhibit "A" and "B" are hereby adopted as required by Ordinance No. 7270, which created a "Planned District" for a Shopping Center and is made a part hereof for all legal purposes and subject to the following special conditions:

A. That development of this property shall conform to the conditions shown on Exhibits "A" and "B" in all respects, except as otherwise stated below.

B. That all outdoor light fixtures shall be designed so as to avoid direct light from shining beyond the boundaries of this lot.

C. That all business signs shall conform to the regulations set forth in Section 11-7 of the City Code.

D. That a minimum of seven additional live oak trees shall be planted along the north property line, adjacent to

Briarwood Avenue, with a minimum caliper of two inches at the time of planting. The minimum spacing between trees shall be 30 feet. Said landscaping shall be irrigated with an automatic sprinkler system, and shall be maintained in a healthy, growing condition.

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 including any inconsistency or conflict contained in Ordinance No. 7270.

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 27th day of April, A.D., 1999; and passed to second reading on motion of Council member Brooks, seconded by Council member Cuevas, by the following vote:

Council members voting "AYE": Brooks, Cuevas, Wood, Brown, Burns and Simpson

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Cuevas, seconded by Council member Brooks, on the 11th day of May, A.D., 1999, at a regular meeting of the City Council:

Council members voting "AYE": Cuevas, Brooks, Wood, Brown, Burns and Simpson

Council members voting "NAY": Washburn

PASSED AND APPROVED THIS 11th day of May, A.D., 1999.

Robert E. Burns, Mayor

ATTEST:

Kaylah J. McCord

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

ord\planning\plndist\Z-99-006









City Council Meeting

Item Number: 26

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Joseph Marynak,

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 4, AMARON ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WOLCOTT AVENUE AND RANKIN HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Laramie Acquisitions, LLC is requesting to rezone the property located at 2010 Rankin Highway for redevelopment.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

Current Zoning:

PD, Planned Development District for a Transitional District (Ordinance No, 8264)

Surrounding Zoning and Land Use:

The properties to the north are zoned RR, Regional Retail District and PD, Planned Development District for a Shopping Center and the locations of vacant land and a car dealership, respectively. The properties to the east are zoned PD, Planned Development District for a Shopping Center and RR, Regional Retail District and the locations of a restaurant and a shopping center, respectively. The property to the south is zoned PD, Planned Development District for a Shopping Center and the location of a shopping center. The property to the west is zoned TP, Technology Park District and the location of a storage yard.

Analysis:

The property in question is currently zoned PD, Planned Development District for a Transitional District. As intended by Ordinance No. 8264, this property is presently being used as an office complex and shop. The applicant is proposing to rezone this property in order to develop a restaurant.

This proposed zone change has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objection to zone change.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objections to zoning/zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This property is located on a major arterial street, making it the ideal location for retail. It is also located next to several existing retail centers which include convenience stores, restaurants, and an automotive part store. Therefore, re-zoning this property to the RR, Regional Retail District would fit well with the character of this area.

This request was recommended for approval at the March 1, 2021 Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from PD, Planned Development District for a Transitional District to RR, Regional Retail District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the RR, Regional Retail District.

Letters of Objection:

Staff has not received any letters of objection as of March 17, 2021

Attachments:

Application
Maps
Ordinance No. 8264

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 4, AMARON ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WOLCOTT AVENUE AND RANKIN HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 1, Block 4, Amaron Addition, Section 5, City and County of Midland, Texas (the "Property") to RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Transition District to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0210

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Laramie Acquisitions, LLC		Phone (214) 335-4702 Email chaynes@haynesdevco.com	
Address 4024 Goodfellow Drive	City Dallas	State TX	Zip 75229
Property Owner Printed Name: SWEPI LP		Phone (832) 337-6543 Email jared.cole@shell.com	
Address 150 N. Dairy Ashford, Bldg. A	City Houston	State TX	Zip 77079
Representative *(if different from Applicant or Property Owner)* Firm: Laramie Acquisitions, LLC Printed Name: Coy Haynes		Phone (214) 335-4702 Email chaynes@haynesdevco.com	
Address 8214 Westchester, Suite 950	City Dallas	State TX	Zip 75225

Street Address: 2010 Rankin Highway

Legal Description
Lot: 1 Block: 4 Subdivision: Amaron Addition Section 5

Current Zoning: 2010 Rankin - PD,

Proposed Zone: RR
(List by tracts if more than one district is requested)

Reason for Zone Change Request: We want to change the zoning from a PD to RR

Present Use of Property: Metal Building Offices

Proposed Use of Property: Restaurants

How would this zone change affect the public health, safety and welfare? It would allow for new restaurants to service the area.

Describe how conditions affecting the property have changed since present zoning designation: When these buildings and PD were put in place, the only retail area was McDonald's, Sonic and Tractor Supply. Now there is a Walmart and countless other retail users.

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: 1/11/21
Applicant (printed): Coy Haynes	
Property Owner (signature):	Date: 1/9/21
Property Owner (printed) : Jim Ketter	

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 appeared Jim Ketter who, being by me duly sworn, upon oath says: That (s)he is ~~the owner of~~ authorized by SWEPI LP, the owner of the above described property, to fully represent ~~himself~~ SWEPI LP 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*) Jim Ketter

Subscribed and sworn to before me, this 07 day of January, 2021, to certify which witness my hand and seal of office.

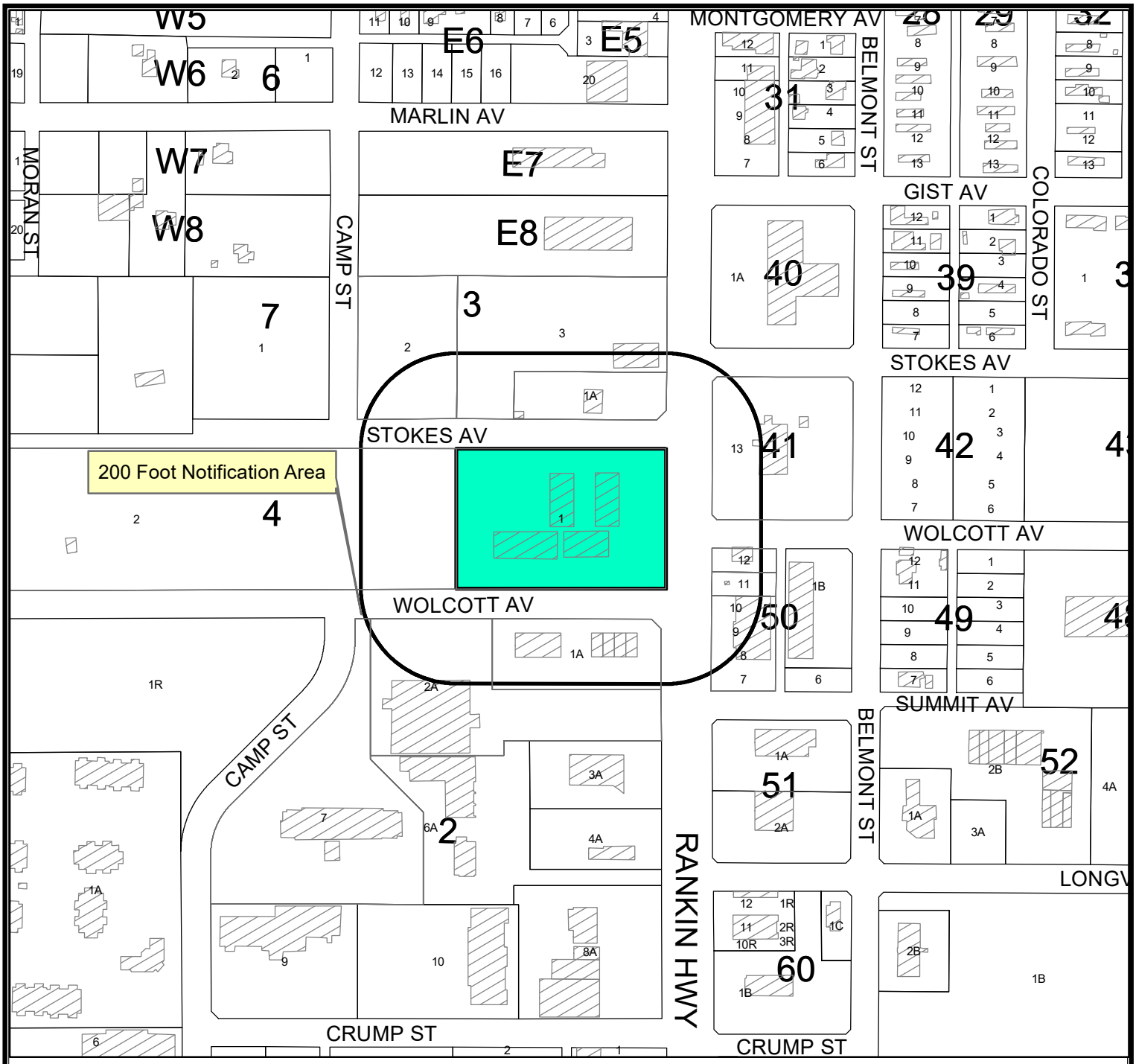
LISA MARIE OFFIELD
Notary Public, State of Texas
Comm. Expires 02-26-2023
Notary ID 130130507

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

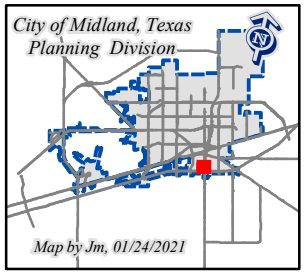
Z-21-0210 **Scale: 1" = 300'**

Consider a request by Laramie Acquisitions, LLC for a zone change from PD, Planned Development District to RR, Regional Retail District on Lot 1, Block 4, Amaron Addition, Section 5, City and County of Midland, Texas.

Generally located on the northwest corner of the intersection of Wolcott Avenue and Rankin Highway. (Council District 2)

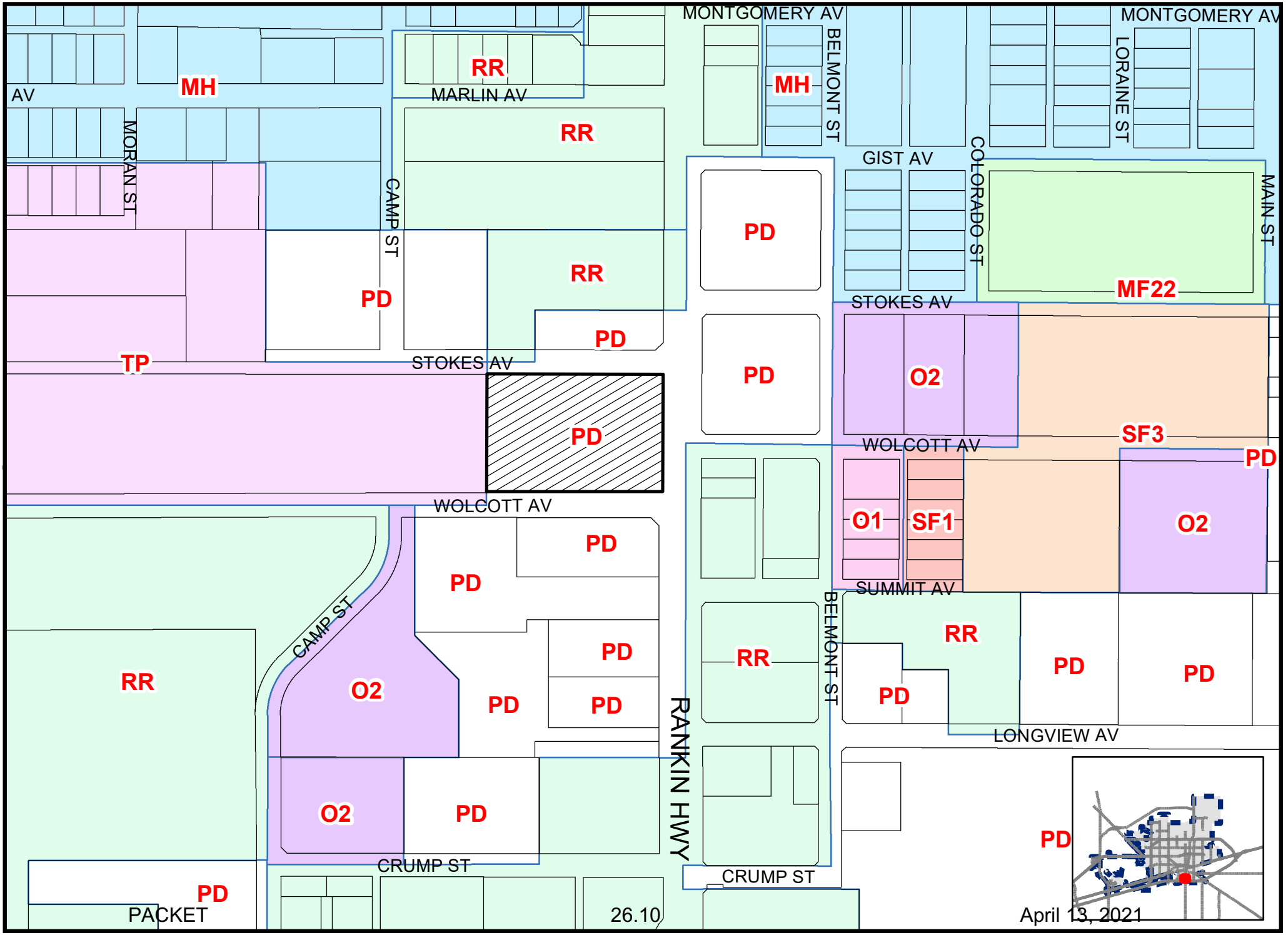
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

April 13, 2021



Map By JM, 01/24/2021

Z-21-0210

Scale: 1" = 300'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ORDINANCE NO. 8264

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 3.33 ACRE TRACT OF LAND OUT OF SECTION 3, BLOCK 39, T-2-S, T & P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT TO BE USED AS PD, PLANNED DISTRICT FOR A TRANSITION DISTRICT; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PD, Planned District for a Transition District set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned LR-2, Local Retail District, and it shall be used as a PD, Planned District for a Transition District, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

A 3.33 acre tract of land out of Section 3, Block 39, T-2-S, T & P RR Co. Survey

City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

A. That the use of this property as an office complex with a shop building shall conform to Exhibit A (site plan) and Exhibit B (elevation drawings);

B. That the shop building may be used for the storage and maintenance of oil-field related equipment, provided that all such uses shall be conducted within the enclosed shop;

C. That outdoor storage on this tract shall be strictly prohibited;

D. That all landscaping shall be installed as indicated on the site plan shall be irrigated and maintained in a healthy, growing condition;

E. That all building lighting shall be directed downward and that no lighting shall be directed upward except for lighting of the United States flag.

F. That a Certificate of Occupancy shall be obtained to ensure that all conditions of this ordinance are met prior to use of the property.

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

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 28th day of September, A.D., 2004; and passed to second reading on motion of Council member Dingus, seconded by Council member Hailey, by the following vote:

Council members voting "AYE": Dingus, Hailey, Perry, Morgan, Canon and Simpson

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Dingus, seconded by Council member Dufford, on the 12th day of October, A.D., 2004, at a regular meeting of the City Council:

Council members voting "AYE": Dingus, Dufford, Perry, Morgan, Canon, Simpson and Hailey

Council members voting "NAY": None

PASSED AND APPROVED THIS 12th day of October, A.D., 2004.

Michael J. Canon, Mayor

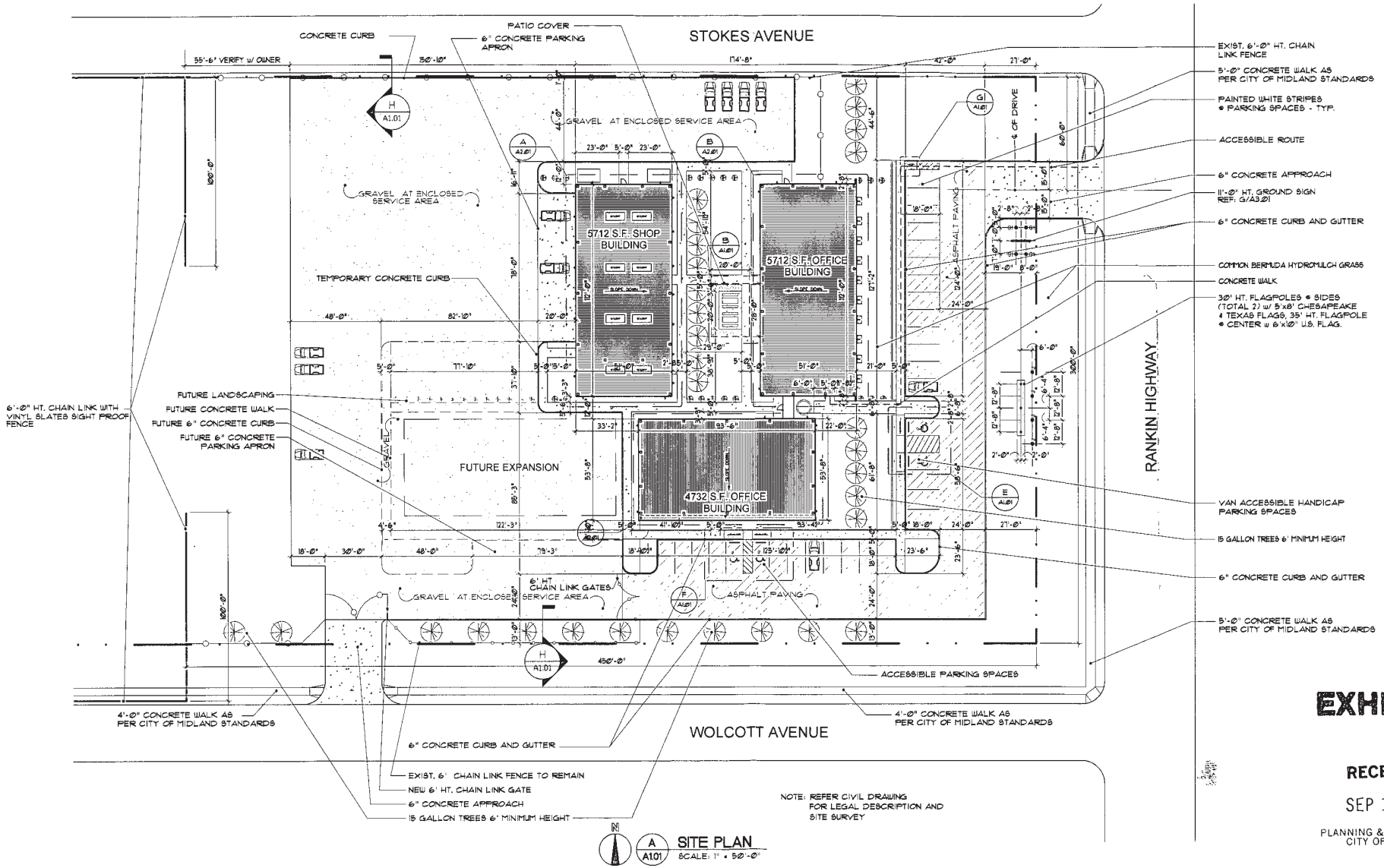
ATTEST:

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Ord 8264



April 13, 2021

26.14

Elliott + Associates Architects
35 Harrison Avenue · Oklahoma City, OK 73104
405-232-9554

CHESAPEAKE ENERGY CORPORATION
MIDLAND FIELD OFFICE
WOLCOTT AVENUE and RANKIN HIGHWAY
MIDLAND, TEXAS

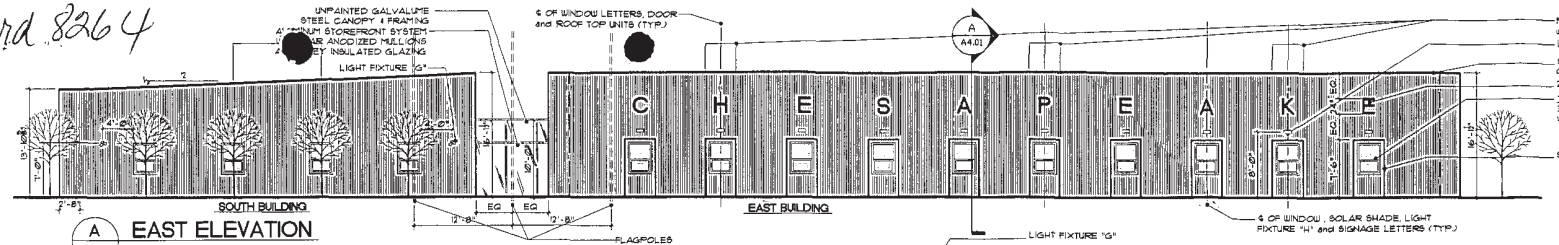
PACKET

EXHIBIT A

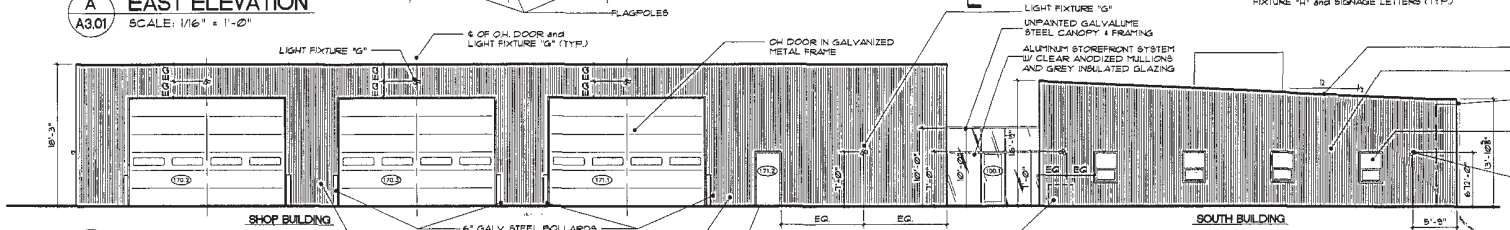
RECEIVED
SEP 13 2004
PLANNING & DEVELOPMENT
CITY OF MIDLAND

CASE NO. Z-04-015

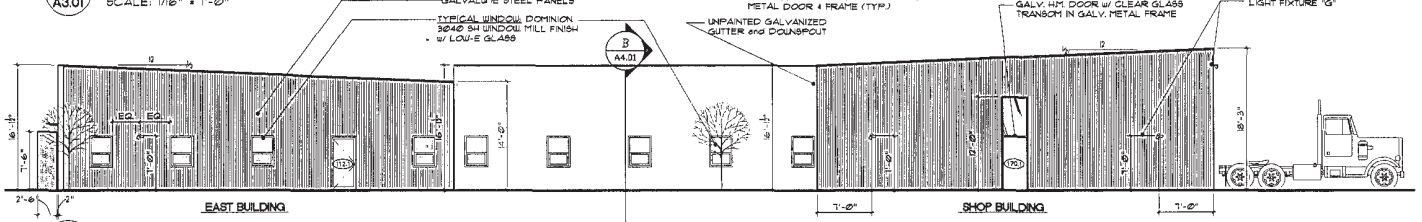
Ord. 8264



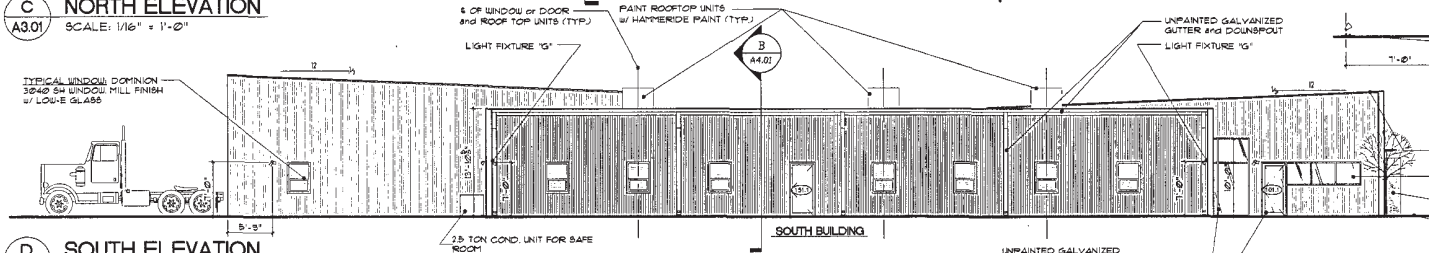
A A3.01 **EAST ELEVATION**
SCALE: 1/16" = 1'-0"



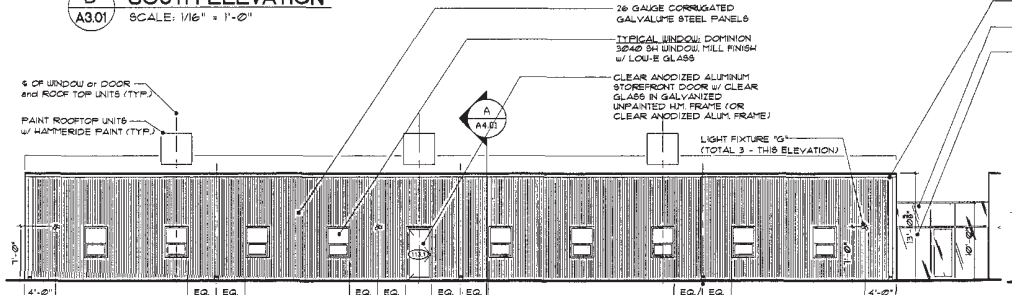
B A3.01 **WEST ELEVATION**
SCALE: 1/16" = 1'-0"



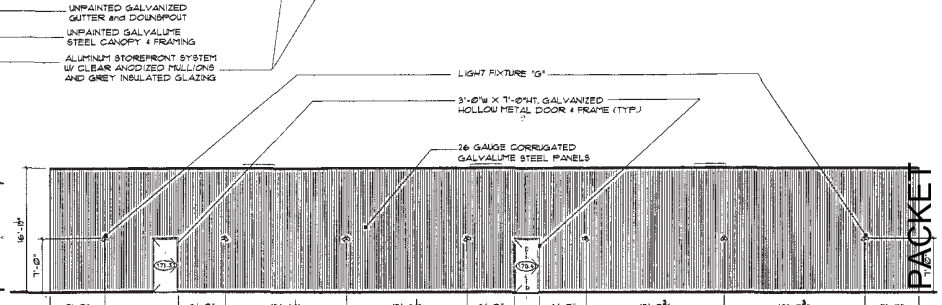
C A3.01 **NORTH ELEVATION**
SCALE: 1/16" = 1'-0"



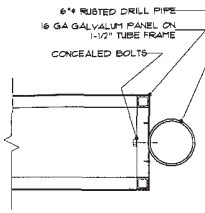
D A3.01 **SOUTH ELEVATION**
SCALE: 1/16" = 1'-0"



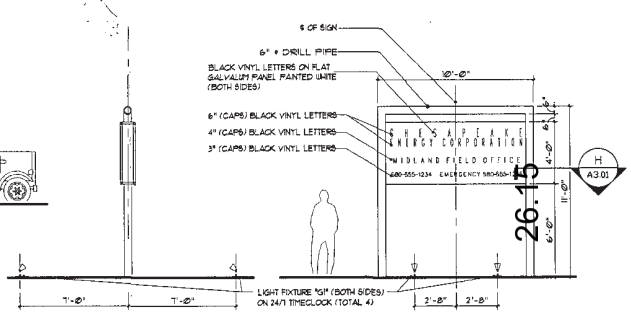
E A3.01 **WEST ELEVATION**
SCALE: 1/16" = 1'-0" @ COURTYARD



F A3.01 **EAST ELEVATION**
SCALE: 1/16" = 1'-0" @ COURTYARD



H A3.01 **PLAN DETAIL**
SCALE: 3/4" = 1'-0"



G A3.01 **SIGNAGE ELEVATION**
SCALE: 1/8" = 1'-0" SUBMIT SIGNAGE COPY AND FABRICATION DRAWINGS FOR APPROVAL

April 13, 2021

26.15

Elliott + Associates Architects
35 Harrison Avenue - Oklahoma City, OK 73104
405-232-9554

CHESAPEAKE ENERGY CORPORATION
MIDLAND FIELD OFFICE
WOLCOTT AVENUE and RANKIN HIGHWAY
MIDLAND, TEXAS

PACKET

EXHIBIT B

City Council Agenda

Approved for Agenda:
MJohnston
City Manager's Office

MEETING DATE: September 28, 2004

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-04-015, Chesapeake Energy Corporation.

Purpose:

At 11:06, hold a public hearing and consider a request for a zone change from LR-2, Local Retail District to PD, Planned District for an Transition District.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

N/A

Discussion:

Chesapeake Energy proposes to construct a new office complex with a three-bay shop for truck parking, storage, and equipment maintenance work for their Midland based well-service operations. The office use is allowed in the LR-2 district, however, the uses planned for the shop are limited to a commercial district. Thus, a zone change is needed.

The complex will initially consist of three buildings; a fourth may be added if expansion is warranted. The buildings will be 4,700 to 5,700 square feet in area, one-story in height, and constructed of metal. At the Planning and Zoning Commission meeting, concern was expressed over the intended metal facade, and the Commission recommended that elevation drawings be submitted. The applicant has supplied elevation drawings, but no changes have been made in regards to the building material.

Landscaping will consist of grass, shrubs, and over thirty trees, which will be 15-gallon size and at least 6-feet in height. Regarding signage, the site plan shows an 11-foot, externally lit business sign near the north driveway, plus a wall sign on the main building.

This zone change request applies to only a 3.33-acre portion of the 12.47 total acreage owned by Chesapeake. The applicant has expressed a need for outdoor storage of oil-field related equipment, but is aware that such storage would be prohibited on the office tract. The remaining acreage is in the IP-1, Industrial Park District, in which outdoor storage is permitted provided that a six-foot screening fence is erected. Open chain link fence is planned along Wolcott Avenue and Stokes Avenue. A slatted chain link fence will be installed along the PD and IP-1 zoning boundaries to ensure adequate screening of any outdoor storage.

Attachments:

Application
Maps
Exhibit A - Site Plan
Exhibit B - Elevation Drawings
Exhbit C - Illustrative Rendering

CDS




DRIVE THRU OIL CH
DRIVE THRU
25½ OFF


DOLLAR
verizon
CICI'S
BUFFET
TO-GO



City Council Meeting

Item Number: 27

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 0.417-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 1, WITCHER ADDITION, AND LOTS 2 AND 3, BLOCK 1, WITCHER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORDEN DRIVE, APPROXIMATELY 296 FEET NORTH OF BUSINESS INTERSTATE 20); ADOPTING THE APPRAISAL BY THE INTERIM CITY MANAGER OF $54,489.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES)

Purpose:

The applicant, Maverick Engineering is requesting to vacate the 0.417-acre portion of alley right of way located on the east side of Norden Drive, approximately 296-feet north of Business Interstate 20, for the private use and development of all adjoining properties.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2021 appraised value of the 0.417-acre area alley right-of-way is $3.00 per square feet or $54,489.

Discussion:

The applicant, Maverick Engineering, is requesting to vacate the 0.417-acre portion of alley right of way located on the east side of Norden Drive, approximately 296-feet north of Business Interstate 20, for the private use and development of all adjoining properties.

The Midland Central's Appraisal District's appraisal of the land is $3.00 per square foot for a total value of $54,489 for the 0.417-acre alley portion of alley right-of-way.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Building Code: (Approved)

No objections.

Code Compliance: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

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 with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

AT&T:

Yes, sorry for the delay but our records do not show any ATT cables in that alley. But would advise to call 611 for verification.

Atmos:

Atmos Energy currently has facilities located within the above described alley Right of Way between Norden Drive and Liberator Lane, north of Bus. 20/Hwy. 80. We currently have a 2in. steel gas main that extends along a portion of this alley. Atmos could vacate the referenced portion however since we are currently serving customers off of this line, we would need to either relocate facilities or maintain a utility easement. Any relocation costs would be passed onto individual or entity requesting the vacate.

Grande:

Grande has underground fiber running north and south on the east side of Norden Rd from W county road 117 to Hwy 80 frontage road.

Midland Central Appraisal District:

The 0.417-acre tract being vacated is currently valued at $ 54,489 or $3.00 per sqft.

Oncor:

Oncor has overhead electric facilities located in the Alley. These need to be noted that they will remain in place prior to signing off.

Suddenlink:

Suddenlink has no plant in that alley easement, we have no objection.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved it with the condition that a nonexclusive utility easement is retained until each existing easement user abandons its use of the easement.

Therefore, staff recommends approval for the vacation of the 0.417-acre portion of alley right of way located adjacent to Lot 1, Block 1, Witcher Addition; Lots 2 and 3, Block 1, Witcher Addition, Section 2; and a 0.87-acre tract of land, a 1.38-acre tract of land, and a 0.6-acre tract of land, all located in Section 8, Block 40, T-2-S, T&P RR. Co. Survey, City and County of Midland, Texas, subject to conditions A through C.

Conditions:

A. **That the City of Midland has received from the property owner the sum of $54,489; and**

B. **That the City retains a nonexclusive utility easement until each existing easement user abandons its use of the easement; and**

C. **That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.**

Letters of Objection:

As of March 17, 2021, staff has not received any letters of objections to this request.

Attachments:

Metes and Bounds (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies and Midland Central Appraisal District



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.417-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 1, WITCHER ADDITION, AND LOTS 2 AND 3, BLOCK 1, WITCHER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORDEN DRIVE, APPROXIMATELY 296 FEET NORTH OF BUSINESS INTERSTATE 20); ADOPTING THE APPRAISAL BY THE INTERIM CITY MANAGER OF $54,489.00; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.417-acre portion of alley right-of-way located adjacent to Lot 1, Block 1, Witcher Addition, and Lots 2 and 3, Block 1, Witcher Addition, Section 2, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the Interim City Manager has appraised the value of the City's property interest in the Property at $54,489.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in

the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $54,489.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains a nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

METES & BOUNDS DESCRIPTION

For a 0.417-acre public alleyway as platted by the Witcher Addition, Section 2, subdivision located in Section 8, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas, according to the map or plat thereof recorded in Cabinet H Page 138 Plat Records of Midland County, Texas, and more precisely described as follows:

Beginning at a 1/2" IPF at the Northwest Corner of a lot described in Volume 823, Page 500 OPRMCT at the southern ROW of a 20 Foot Alley and the East ROW of Norden Drive for the Southwest Corner of this Alley Vacation (N 10668596.14, E 1712738.18);

Thence North 30°14’51” West 20.00 Feet to a 1/2" IPS Cap FIRM 10194514 for the most Southerly Northwest corner of this alley vacation and the Southwest Corner of Witcher Addition, Lot 2, Block 1;

Thence North 59°45’02” East, 689.64 Feet to a 60d nail found for an interior corner of this alley vacation and the Southeast corner of Witcher Addition, Lot 2, Block 1;

Thence North 30°15’54” West 200.23 Feet to a bent 60d nail for the most Northerly Northwest Corner of this alley vacation;

Thence North 59°42’03” East 20.00 Feet to a 1/2" IRF for the most Northerly Northeast Corner of this alley vacation;

Thence South 30°17’17” East, 200.05 Feet to a 1/2" IRF for a Point of Intersection on the East Line of this Survey;

Thence South 30°15’50” East 20.08 Feet to a 1/2" IRF for the Southeast corner of this Survey and an interior corner of Witcher Addition, Lot 3 Block 1;

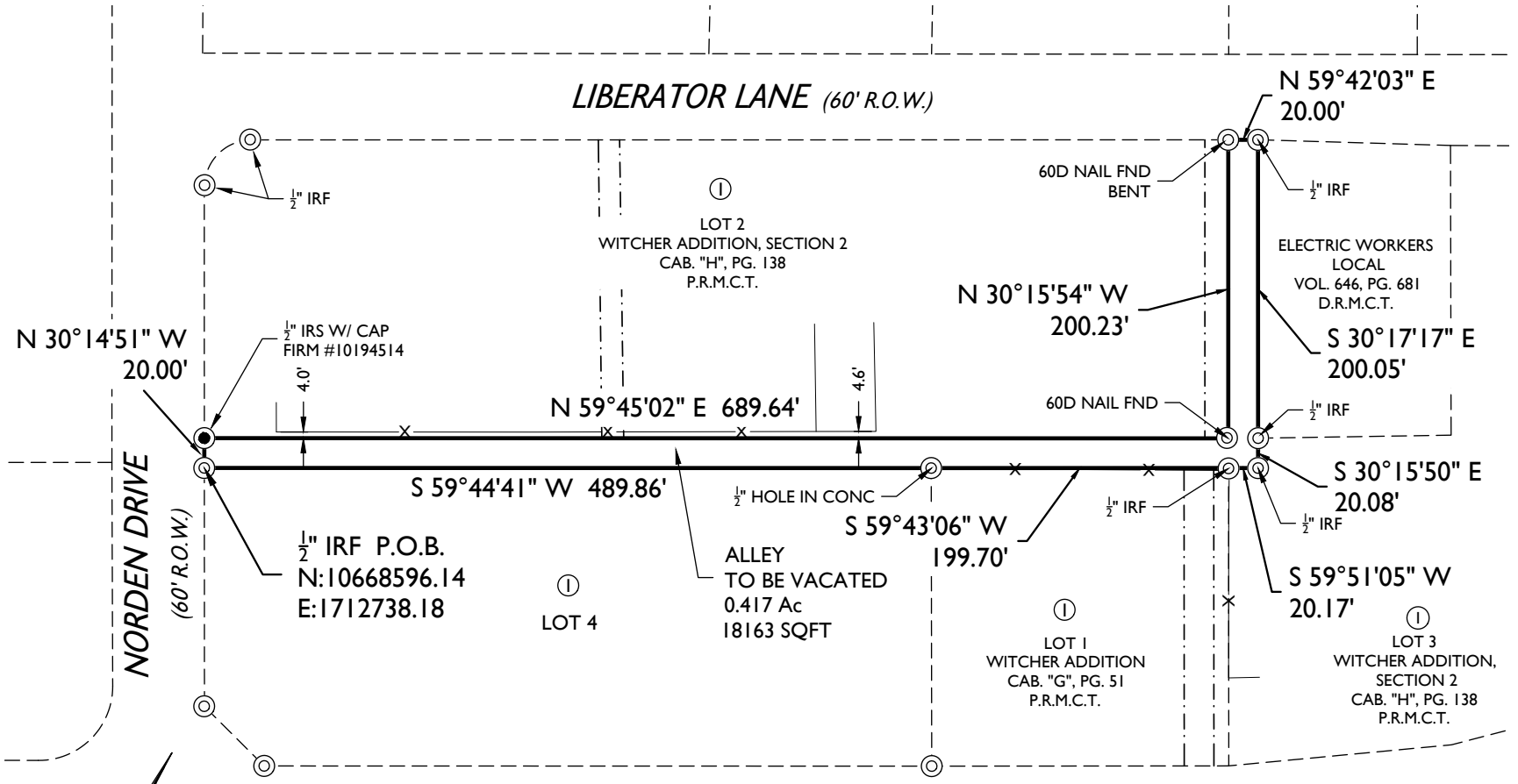
Thence South 59°51’05” West 20.17 Feet to the a 1/2” IRF for the Northeast Corner of Lot 1 Section 1 of Witcher Addition, Section 2;

Thence South 59°43’06” West 199.70 Feet to the a 1/2” hole in Concrete for the Northwest Corner of Lot 1 Section 1 of Witcher Addition, Section 2 and a Point of Intersection in the South Line of this Alley Vacation;

Thence South 59°44’41” West 489.86 Feet to the Point of Beginning, containing 0.417 acres of land, more or less.

12 February2020

www.maverick-eng.com
Texas RPLS - No. 6135
Maverick Engineering (FIRM – No. 10194514)
1909 W. Wall St., Suite K
Midland, TX 79701
432-262-0999



BEARING BASIS
BEARINGS, DISTANCES & COORDINATES
ARE IN TEXAS STATE PLANE,
CENTRAL ZONE, NAD83,

EXHIBIT

FOR A 0.417-ACRE PUBLIC ALLEYWAY AS PLATTED
BY THE WITCHER ADDITION, SECTION 2, SUBDIVISION LOCATED IN
SECTION 8, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS,
ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN CABINET H, PAGE 138, PLAT RECORDS
OF MIDLAND COUNTY, TEXAS

M A V E R I C K
ENGINEERING / SURVEY / WATER RESOURCES

1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

© COPYRIGHT 2019 ALL RIGHTS RESERVED

F:\2019\190074-PATE & ASSOCIATES-CULLIGAN RE-PLAT\DRAWINGS\EXHIBIT\190074 - VACATION EXHIBIT FOR M&B.DWG

MIDLAND
Feel the Energy!

Office of the City Manager

March 12, 2021

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.417-acre portion of alley right-of-way located adjacent to Lot 1, Block 1, Witcher Addition, and Lots 2 and 3, Block 1, Witcher Addition, Section 2, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $54,489.00. The property can be vacated and recorded in the Midland County Clerk's office when the City of Midland has received this amount from the adjoining property owner(s).

Very truly yours,

Robert Patrick
Interim City Manager

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

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

METES & BOUNDS DESCRIPTION

For a 0.417-acre public alleyway as platted by the Witcher Addition, Section 2, subdivision located in Section 8, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas, according to the map or plat thereof recorded in Cabinet H Page 138 Plat Records of Midland County, Texas, and more precisely described as follows:

Beginning at a 1/2" IPF at the Northwest Corner of a lot described in Volume 823, Page 500 OPRMCT at the southern ROW of a 20 Foot Alley and the East ROW of Norden Drive for the Southwest Corner of this Alley Vacation (N 10668596.14, E 1712738.18);

Thence North 30°14’51” West 20.00 Feet to a 1/2" IPS Cap FIRM 10194514 for the most Southerly Northwest corner of this alley vacation and the Southwest Corner of Witcher Addition, Lot 2, Block 1;

Thence North 59°45’02” East, 689.64 Feet to a 60d nail found for an interior corner of this alley vacation and the Southeast corner of Witcher Addition, Lot 2, Block 1;

Thence North 30°15’54” West 200.23 Feet to a bent 60d nail for the most Northerly Northwest Corner of this alley vacation;

Thence North 59°42’03” East 20.00 Feet to a 1/2" IRF for the most Northerly Northeast Corner of this alley vacation;

Thence South 30°17’17” East, 200.05 Feet to a 1/2" IRF for a Point of Intersection on the East Line of this Survey;

Thence South 30°15’50” East 20.08 Feet to a 1/2" IRF for the Southeast corner of this Survey and an interior corner of Witcher Addition, Lot 3 Block 1;

Thence South 59°51’05” West 20.17 Feet to the a 1/2” IRF for the Northeast Corner of Lot 1 Section 1 of Witcher Addition, Section 2;

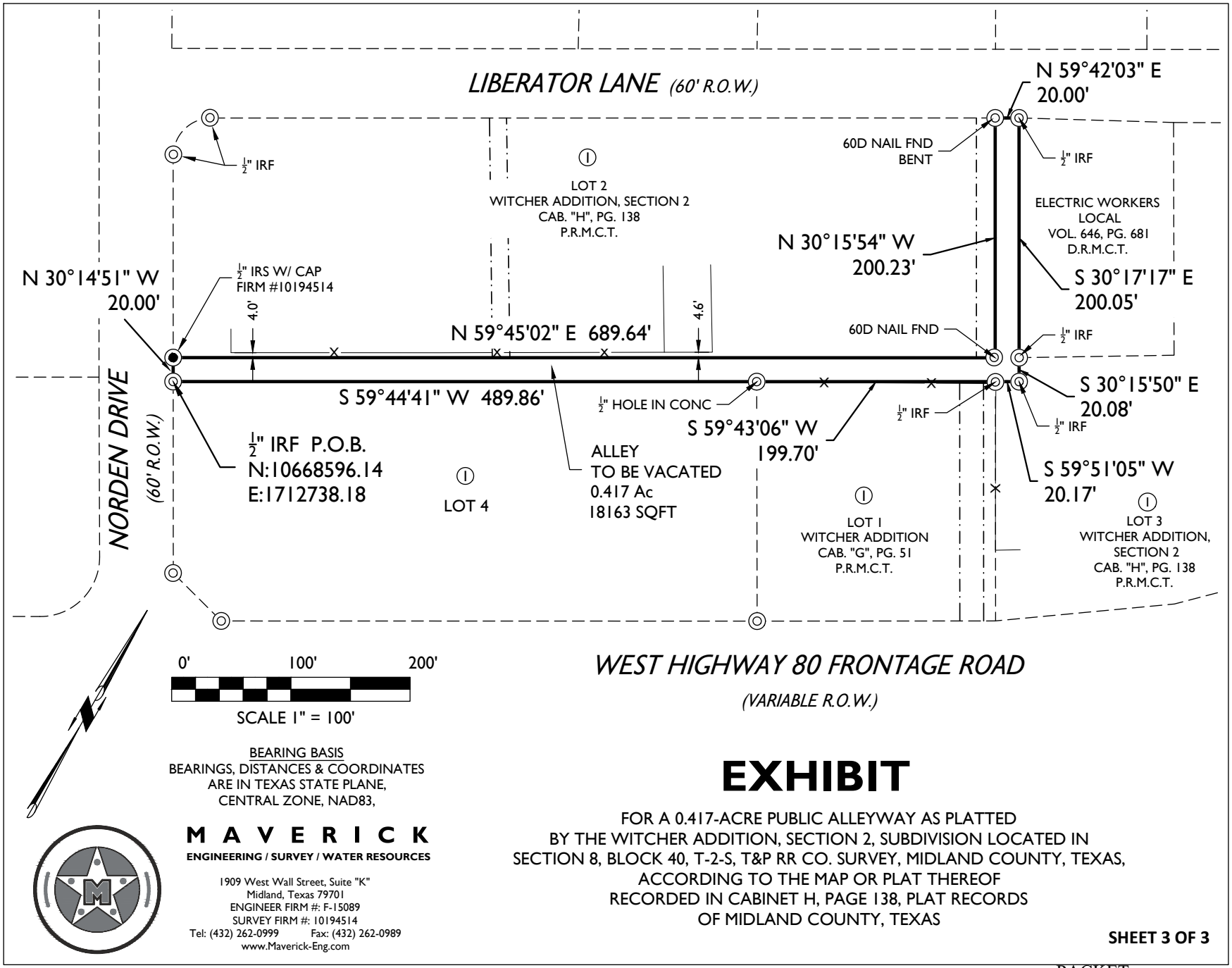
Thence South 59°43’06” West 199.70 Feet to the a 1/2” hole in Concrete for the Northwest Corner of Lot 1 Section 1 of Witcher Addition, Section 2 and a Point of Intersection in the South Line of this Alley Vacation;

Thence South 59°44’41” West 489.86 Feet to the Point of Beginning, containing 0.417 acres of land, more or less.

12 February2020



www.maverick-eng.com
Texas RPLS - No. 6135
Maverick Engineering (FIRM – No. 10194514)
1909 W. Wall St., Suite K
Midland, TX 79701
432-262-0999



BEARING BASIS
BEARINGS, DISTANCES & COORDINATES
ARE IN TEXAS STATE PLANE,
CENTRAL ZONE, NAD83,

EXHIBIT

FOR A 0.417-ACRE PUBLIC ALLEYWAY AS PLATTED
BY THE WITCHER ADDITION, SECTION 2, SUBDIVISION LOCATED IN
SECTION 8, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS,
ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN CABINET H, PAGE 138, PLAT RECORDS
OF MIDLAND COUNTY, TEXAS

M A V E R I C K
ENGINEERING / SURVEY / WATER RESOURCES

1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

© COPYRIGHT 2019 ALL RIGHTS RESERVED

F:\2019\190074-PATE & ASSOCIATES-CULLIGAN RE-PLAT\DRAWINGS\EXHIBIT\190074 - VACATION EXHIBIT FOR M&B.DWG

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Maverick Engineering		Phone ( ) Email phuckaba@maverick-eng.com	
Address 1909 W. Wall St. Suite K	City Midland	State TX	Zip 79701

Application is hereby made to the City Council to vacate the following:

- ☒ Right-of-Way (Alley)
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: All of E>W and N>S alleyway located southeast of the intersection of Norden Drive and Liberator Lane in the Witcher Addition subdivision.

Reason for Request: Vacate public alleyway for private use/development of all adjoining properties.

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: Not a primary access for public traffic or pedestrian alternate access routes. This vacation would affect very few property owners, of whom the included on this submittal have consented to the vacation.

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 Site Plan (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- Atmos Energy
- Sharyland Utilities
- Oncor Electric
- AT&T
- Suddenlink Cable TV Co.
- 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.

RECEIVED
FEB 10 2020
BY: ES

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 Transportation 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):	Paladin Huckaba	Date: 2/7/2020
Affected Property Owners:	III Millennium Corp - Live Oak Pine Enterprises, Inc	
Signature: Steven L Holifield	Print: Steve L Holifield	Date: 12-5-2019
Signature: Steven L Holifield	Print: Steve L Holifield	Date 12.5.2019
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 Plat ☐ Plans in Digital Format (PDF/JPEG)

☐ Application Fee

Check # 3122

Received By: EG Date: 2/10/20

RECEIVED
FEB 10 2020
BY:

****Application will not be considered for scheduling until reviewed by a planner.****

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 Transportation 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):	Paladin Huckaba	Date: 2/7/2020
Affected Property Owners:	Witcher Real Estate, Ltd.	
Signature:	Print: Marvin Witcher	Date: 1/30/20
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 Plat ☐ Plans in Digital Format (PDF/JPEG)

☐ Application Fee

Check #_____

Received By:	Date:

RECEIVED
FEB 10 2020
BY:

****Application will not be considered for scheduling until reviewed by a planner.****

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 Transportation 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):	Paladin Huckaba	Date: 2/7/2020
Affected Property Owners:	Elect Workers Local (IBEW)	
Signature:	Print: Robert Melton	Date: 11-21-19
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 Plat ☐ Plans in Digital Format (PDF/JPEG)

☐ Application Fee

Check #_____

Received By:	Date:

RECEIVED
FEB 10 2020
BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****

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 Transportation 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):	Paladin Huckaba	Date: 2/10/2020
Affected Property Owners:	Culligan Soft Water Service	
Signature: Robert W. Boerner PRESIDENT	Print: ROBERT W. BOERNER	Date: 2-7-2020
~~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 Plat ☐ Plans in Digital Format (PDF/JPEG)

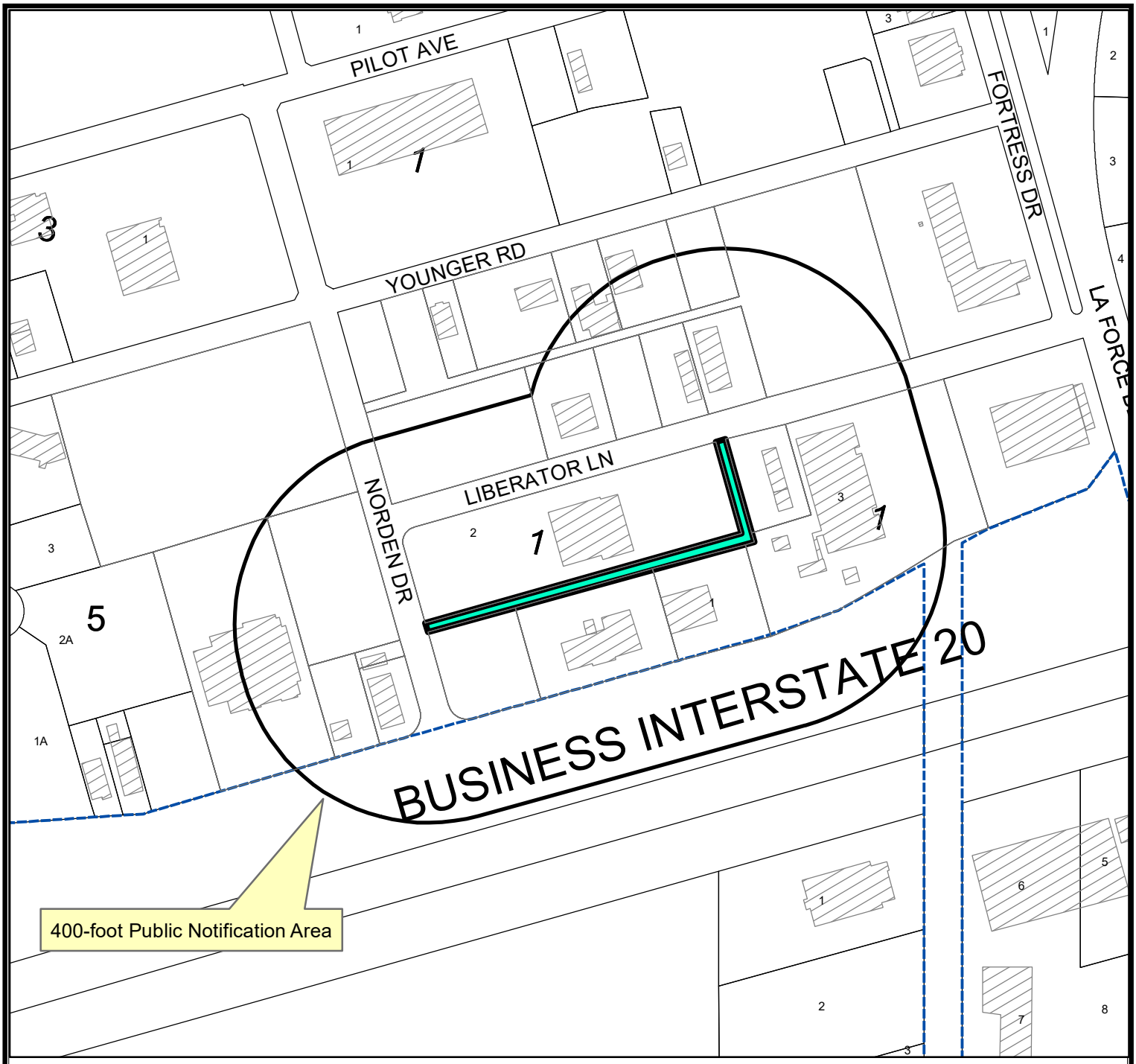
☐ Application Fee

Check #_____

Received By:	Date:

FEB 10 2020

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

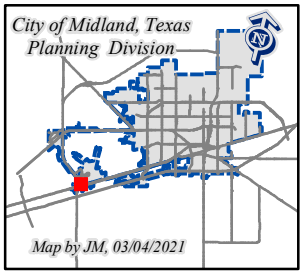
V-20-0025 **Scale: 1" = 300'**

A 0.417-acre portion of alley right-of-way located adjacent to Lot 1, Block 1, Witcher Addition; Lots 2 and 3, Block 1, Witcher Addition, Section 2; and a 0.87-acre tract of land, a 1.38-acre tract of land, and a 0.6-acre tract of land; all located in Section 8, Block 40, T-2-S, T&P RR. Co. Survey, City and County of Midland, Texas.

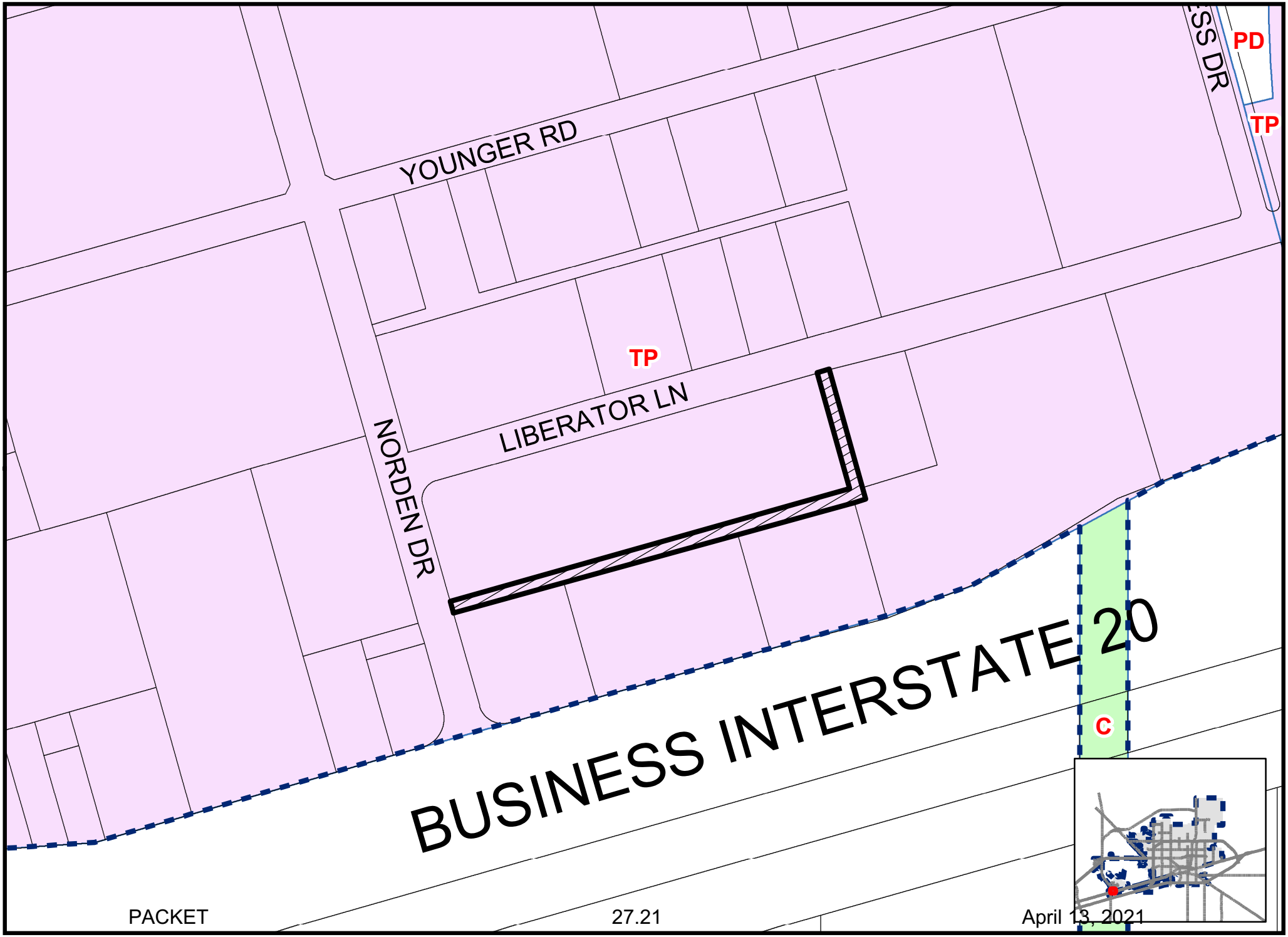
Generally located on the east side of Norden Drive, approximately 296 feet north of Business Interstate 20. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 13, 2021



Map By JM, 03/09/21

V-20-0025

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.

From: GARCIA, ROSALINDA A
To: Joseph Marynak
Subject: RE: Alley Vacation Review
Date: Friday, February 26, 2021 9:28:10 AM
Attachments: image001.png

Yes, sorry for the delay but our records do not show any ATT cables in that alley. But would advise to call 611 for verification.

Thank you,
Rosalinda A Garcia
AT&T Texas
Mgr Osp Plng & Engrg Design
410 W Missouri Ave, 2nd Flr
Midland, TX 79701
432-684-1699 (0fc)
432-296-3042 (mobile)

Please consider the environment before printing this e-mail.

Send **#X** before you drive to pause the conversation until you arrive.

Take the pledge... It Can Wait.

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: Joseph Marynak <jmarynak@midlandtexas.gov>
Sent: Friday, February 26, 2021 8:45 AM
To: GARCIA, ROSALINDA A <rg3984@att.com>
Subject: RE: Alley Vacation Review

Good morning Ms. Garcia,

Have you had a chance to review this alley vacation request?

Best regards,

Joseph Marynak
Planner | Development Services | City of Midland
O: (432) 685-7409

Signature

300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701

From: GARCIA, ROSALINDA A <rg3984@att.com>
Sent: Thursday, February 11, 2021 2:57 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Cc: Joseph Marynak <jmarynak@midlandtexas.gov>
Subject: RE: Alley Vacation Review

Thanks Jerry

Joseph,

I will get back to you as soon as possible.

Thank you,
Rosalinda A Garcia
AT&T Texas
Mgr Osp Plng & Engrg Design
410 W Missouri Ave, 2nd Flr
Midland, TX 79701
432-684-1699 (0fc)
432-296-3042 (mobile)

Please consider the environment before printing this e-mail.

Send **#X** before you drive to pause the conversation until you arrive.

Take the pledge... It Can Wait.

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: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Thursday, February 11, 2021 2:31 PM
To: GARCIA, ROSALINDA A <rg3984@att.com>
Cc: Joseph Marynak <jmarynak@midlandtexas.gov>
Subject: FW: Alley Vacation Review

This one is in Rosalinda's area. I have added her on.

Thanks,
Jerry

From: Joseph Marynak <jmarynak@midlandtexas.gov>
Sent: Thursday, February 11, 2021 2:26 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>

Subject: Alley Vacation Review

Good afternoon Mr. Underwood,

Maverick Engineering has re-applied for an alley vacation. Please review the items I have attached and reply to this email with any comments or response you may have.

Thank you for your time and I look forward to hearing from you.

Best regards,

Joseph Marynak
Planner | Development Services | City of Midland
O: (432) 685-7409

Signature

300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Joseph Marynak
Planner/Development Services
300 N. Loraine
Midland, Texas 79701

February 16, 2021

Re: Case Name: Maverick Engineering
Case Number: V-20-0025

Mr.Marynak,

Atmos Energy currently has facilities located within the above described alley Right of Way between Norden Drive and Liberator Lane, north of Bus. 20/Hwy. 80. We currently have a 2in. steel gas main that extends along a portion of this alley. Atmos could vacate the referenced portion however since we are currently serving customers off of this line, we would need to either relocate facilities or maintain a utility easement. Any relocation costs would be passed onto 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


W 118
Existing Atmos steel gas line-approx. location
W 80 E
EHwy80 off EHwy80SRNFM1788 Ramp W
E Highway 80 WB
E Highway 80 EB
W 80 E

From: Vicki Byler
To: Joseph Marynak
Cc: tommy.pate@mygrande.com
Subject: Re: Alley Vacation Review
Date: Monday, February 22, 2021 8:43:18 AM

Joseph,

Grande has underground fiber running north and south on the east side of Norden Rd from W county road 117 to Hwy 80 frontage road.

Thank you,

Vicki

On Thu, Feb 11, 2021 at 2:25 PM Joseph Marynak <jmarynak@midlandtexas.gov> wrote:
>
> Good afternoon Mr. Pate and Ms. Byler,
>
>
>
> Maverick Engineering has re-applied for an alley vacation. Please review the items I have attached and reply to this email with any comments or response you may have.
>
>
> Thank you for your time and I look forward to hearing from you.
>
>
>
> Best regards,
>
>
>
> Joseph Marynak
>
> Planner | Development Services | City of Midland
>
> O: (432) 685-7409
>
>
>
> 300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701
>
>
CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From: drambo@midcad.org
To: Joseph Marynak
Subject: Re: Alley Vacation Re-Submittal
Date: Friday, March 5, 2021 8:35:27 AM
Attachments: ATT00001.png

Joseph:

The 0.417 acre tract being vacated is currently valued at $ 54,489 ir $3.00 per sqft.

Dennis Rambo
Assistant Chief Appraiser
Midland Central Appraisal District
432 699 4991 ext 3030
432 689 7185 fax

From: Joseph Marynak <jmarynak@midlandtexas.gov>
To: "drambo@midcad.org" <drambo@midcad.org>
Date: 03/04/2021 10:32 AM
Subject: Alley Vacation Re-Submittal

Good morning Mr. Rambo,

Maverick Engineering has re-applied for an alley vacation. Please review the items I have attached and reply to this email with any comments or response you may have. It would be great if you could get this over to me by noon Tuesday.

Thank you for your time and I look forward to hearing from you.

Joseph Marynak
Planner | Development Services | City of Midland
O: (432) 685-7409

300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701
[attachment "V-20-0025, MCAD Letter.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-20-0025, Vacation Exhibit.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-20-0025, Application.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-20-0025, Metes & Bounds (Exhibit A).pdf" deleted by Dennis Rambo/MCAD]

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From:	Henderson, Jeffrey
To:	Joseph Marynak
Subject:	RE: Alley Vacation Review
Date:	Monday, March 8, 2021 7:41:57 AM
Attachments:	image001.png

Good morning,
Oncor has overhead electric facilities located in the Alley. These need to be noted that they will remain in place prior to signing off.

From: Joseph Marynak [mailto:jmarynak@midlandtexas.gov]
Sent: Thursday, March 4, 2021 12:49 PM
To: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Subject: RE: Alley Vacation Review

Jeff,

I have attached the documents here. Do you think you will be able to get back to me by Tuesday?

Best regards,

Joseph Marynak
Planner | Development Services | City of Midland
O: (432) 685-7409

Signature

300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701

From: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Sent: Thursday, March 4, 2021 11:35 AM
To: Joseph Marynak <jmarynak@midlandtexas.gov>
Subject: RE: Alley Vacation Review

I need the paperwork so I can review it in the field. I have nothing from anyone on this.
Thanks.
Jeff

From: Joseph Marynak [mailto:jmarynak@midlandtexas.gov]
Sent: Thursday, March 4, 2021 10:19 AM
To: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Subject: RE: Alley Vacation Review

Jeff,

By that do you mean that you are okay with the vacation of this alley?

Thank you,

Joseph Marynak
Planner | Development Services | City of Midland
O: (432) 685-7409

Signature

300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701

From: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Sent: Friday, February 26, 2021 9:26 AM
To: Joseph Marynak <jmarynak@midlandtexas.gov>
Subject: RE: Alley Vacation Review

Hello Joseph,
I have nothing on this.
Jeff

From: Joseph Marynak [mailto:jmarynak@midlandtexas.gov]
Sent: Friday, February 26, 2021 8:56 AM
To: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Subject: RE: Alley Vacation Review

Good morning Mr. Henderson,

Have you had a chance to review this alley vacation?

Best regards,

Joseph Marynak
Planner | Development Services | City of Midland
O: (432) 685-7409

Signature

300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701

From: Joseph Marynak
Sent: Thursday, February 11, 2021 2:26 PM
To: Jeffrey.Henderson@oncor.com
Subject: Alley Vacation Review

Good afternoon Mr. Henderson,

Maverick Engineering has re-applied for an alley vacation. Please review the items I have attached and reply to this email with any comments or response you may have.

Thank you for your time and I look forward to hearing from you.

Best regards,

Joseph Marynak
Planner | Development Services | City of Midland
O: (432) 685-7409

Signature

300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701

WARNING: This email message did not originate from Oncor and is from an external organization. DO NOT CLICK links or attachments unless you recognize the sender and are certain the content is safe.

Confidentiality Notice: This email message, including any attachments, contains or may contain confidential information intended only for the addressee. If you are not an intended recipient of this message, be advised that any reading, dissemination, forwarding, printing, copying or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by reply message and delete this email message and any attachments from your system.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

WARNING: This email message did not originate from Oncor and is from an external organization. DO NOT

CLICK links or attachments unless you recognize the sender and are certain the content is safe.

Confidentiality Notice: This email message, including any attachments, contains or may contain confidential information intended only for the addressee. If you are not an intended recipient of this message, be advised that any reading, dissemination, forwarding, printing, copying or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by reply message and delete this email message and any attachments from your system.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

WARNING: This email message did not originate from Oncor and is from an external organization. DO NOT CLICK links or attachments unless you recognize the sender and are certain the content is safe.

Confidentiality Notice: This email message, including any attachments, contains or may contain confidential information intended only for the addressee. If you are not an intended recipient of this message, be advised that any reading, dissemination, forwarding, printing, copying or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by reply message and delete this email message and any attachments from your system.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From:	Luis Montez
To:	Joseph Marynak
Subject:	RE: External E-mail - Alley Vacation Review
Date:	Thursday, February 11, 2021 3:44:14 PM
Attachments:	image001.png

Suddenlink has no plant in that alley easement, we have no objection.

From: Joseph Marynak <jmarynak@midlandtexas.gov>
Sent: Thursday, February 11, 2021 2:26 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: External E-mail - Alley Vacation Review

[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.

Good afternoon Mr. Montez,

Maverick Engineering has re-applied for an alley vacation. Please review the items I have attached and reply to this email with any comments or response you may have.

Thank you for your time and I look forward to hearing from you.

Best regards,

Joseph Marynak
Planner | Development Services | City of Midland
O: (432) 685-7409

Signature

300 N. Loraine Street | P.O. Box 1152 | Midland, TX 79701

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.

The information transmitted in this email and any of its attachments is intended only for the person

or entity to which it is addressed and may contain information concerning Altice USA and/or its affiliates and subsidiaries that is proprietary, privileged, confidential and/or subject to copyright. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient(s) is prohibited and may be unlawful. If you received this in error, please contact the sender immediately and delete and destroy the communication and all of the attachments you have received and all copies thereof.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.




FedEx
Jordan Amusement Co.
BRUNSWICK POOL TABLES





City Council Meeting

Item Number: 28

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 39, 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 WEST SIDE OF SOUTH BENTON STREET, APPROXIMATELY 150 FEET SOUTH OF EAST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Pat Vera Cruz, is requesting a Zone Change from MF-22, Multiple Family Dwelling District to SF-3 Single Family Dwelling District at 706 South Benton Street to construct a single-family residence.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Discussion:

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, respectively.

Analysis:

The applicant is requesting this zone change to be able to construct a single-family home. The property meets the minimum lot size requirements for the SF-3, Single Family Dwelling District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

Under the previous zoning code, the current zoning district would have allowed for the construction of single family homes, which allowed for the proliferation of their construction in this area. Under the new Zoning Ordinance adopted in 2019, construction of single family homes was restricted to single-family dwelling districts.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for Urban Residential, a classification which calls for single family detached housing.

This request was recommended for approval at the March 1, 2021 Planning and Zoning Commission Meeting.

Therefore, 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.

Conditions:

A. That the use and development of this property shall conform to the regulations of the SF-3, Single Family Dwelling District.

Letters of Objection:

As of March 17, 2021, staff has received one letter of objection.

Attachments:

Application
Maps
Letter of Objection

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 39, 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 WEST SIDE OF SOUTH BENTON STREET, APPROXIMATELY 150 FEET SOUTH OF EAST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 4, Block 39, 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., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0215

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Pat Vera Cruz		Phone (432) 212-6516 Email PatVeraCruz@Gmail	
Address PO Box 93	City Stanton	State TX	Zip 79782

Property Owner Printed Name: Real Investors LLC		Phone (432) 212-6516 Email PatVeraCruz@Gmail	
Address PO Box 93	City Stanton	State TX	Zip 79782

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 706 S. Barton Midland TX

Legal Description
Lot: 4 Block: 39 Subdivision: GreenWood Parcel

Current Zoning: MF 22

Proposed Zone: SF 3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To build Single Family Home

Present Use of Property: Vacant Lot

Proposed Use of Property: Single Family Home

How would this zone change affect the public health, safety and welfare? It won't Adversely affect, but Rather provide of Housing

Describe how conditions affecting the property have changed since present zoning designation: This is surrounded by Single Family Homes, and would do well as Single Family

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
FEB 02 2021
BY: .....

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Pat Vera Cruz	Date: 2-2-2021
Property Owner (printed) : Pat Vera Cruz	

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 Pat VeraCruz who, being by me duly sworn, upon oath says: That (s)he is the owner of 706 S. Benton 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.

Pat Vera Cruz
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 2 day of February, 20 21, to certify which witness my hand and seal of office.

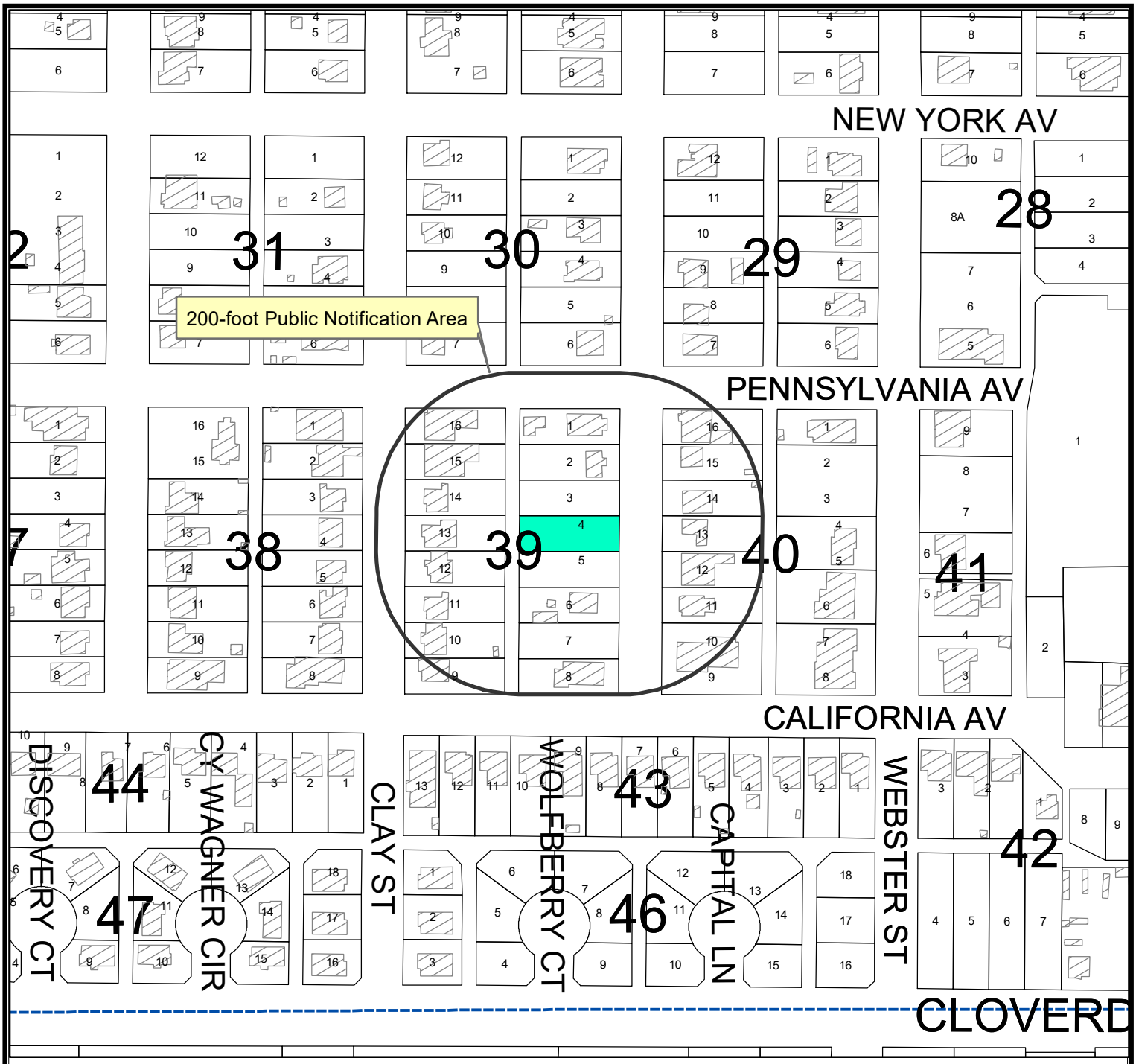
DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

Dalia Salinas
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 Planning.



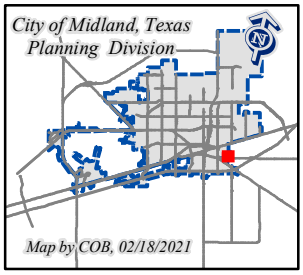
LOCATION MAP

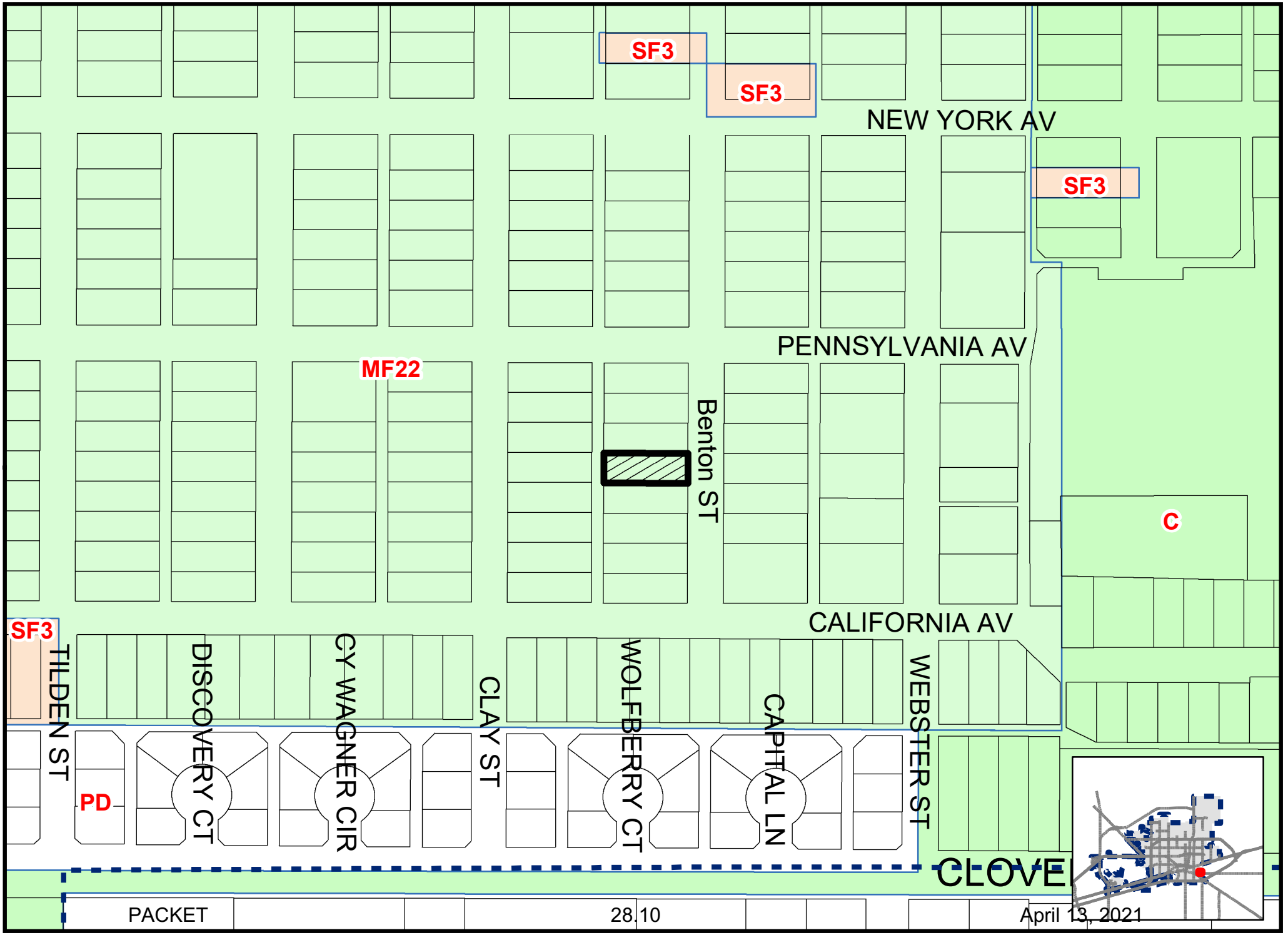
Z-21-0215 **Scale: 1" = 200'**

Consider a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 4, Block 39, Greenwood Addition, Third, Fourth, and Fifth Sections, City and County of Midland, Texas. (Generally located on the west side of S. Benton Street, approximately 181 feet south of E. Pennsylvania Avenue. Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By JM, 02/23/2021

Z-21-0215

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.

RECEIVED
MAR 10 2021
BY: .....

MIDLAND
Planning Division

WALKER SAMMIE L EST
102 E SHANDON
MIDLAND TX 79705

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will hold a public hearing at **10:00 a.m.** on **Monday, March 23, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701, and via video conference on a request by **Pat Vera Cruz** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: Lot 4, Block 39, Greenwood Addition, Third, Fourth, and Fifth Sections, City and County of Midland, Texas.

LOCATION: Generally located on the west side of S. Benton Street, approximately 181 feet south of E. Pennsylvania Avenue. (Council District 2)

ZONING: **From:** MF-22, Multiple-Family Dwelling District
To: SF-3, Single-Family Dwelling District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request __/__ **Comments:**

_____

Required Information:

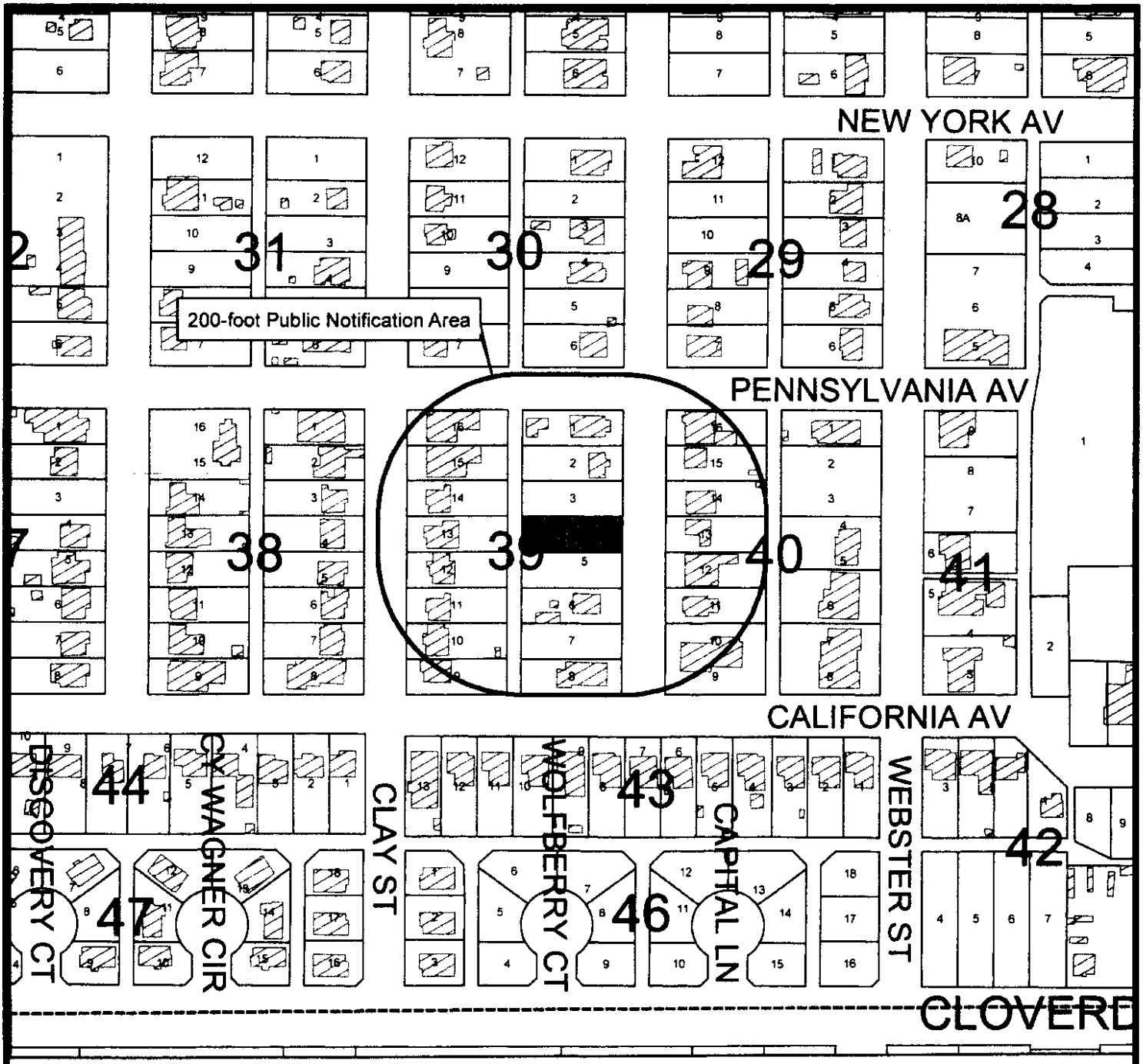
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 21
Date Mailed: March 5, 2021
Case Number: Z-21-0215
Case Name: Pat Vera Cruz
__JM__ Planner's Initials

Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Video conference information can be found on the City of Midland's website: http://www.midlandtexas.gov/967/primegov-meetings



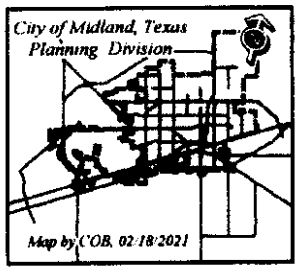
LOCATION MAP

Z-21-0215 **Scale: 1" = 200'**

Consider a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 4, Block 39, Greenwood Addition, Third, Fourth, and Fifth Sections, City and County of Midland, Texas. (Generally located on the west side of S. Benton Street, approximately 181 feet south of E. Pennsylvania Avenue. Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



To Whom this may Concern

I am not the property owner

I just Pay the Tax only.

Archie Phillips

Walker Sammie Lee

Decem. 2003






ROAD
CLOSED
CONTRACT PENDING
GOD BLESS AMERICA


PUBLIC NOTICE
PLANNING & ZONING HEARING
CITY HALL CHAMBERS
FROM:
TO:
DATE:
TIME:
FOR MORE INFORMATION
CALL 685-7400

City Council Meeting

Item Number: 29

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Michael Pacelli, City Traffic Engineer

Subject: AN ORDINANCE CHANGING THE NAME OF THE PORTION OF EAST JAX AVENUE THAT IS ADJACENT TO LOT 11, BLOCK 1, LOTS 4 AND 5, BLOCK 4, AND BLOCK 5, BARBER-COLE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, AND GENERALLY LOCATED BETWEEN NORTH FORT WORTH STREET AND NORTH TERRELL STREET, TO "KENAN AVENUE"; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND DIRECTING THE CITY SECRETARY TO SEND THE MIDLAND EMERGENCY COMMUNICATIONS DISTRICT A CERTIFIED COPY OF THIS ORDINANCE (ENGINEERING SERVICES)

Purpose:

To consider a request by Ms. Patricia Caldwell to rename the 400-block of East Jax Avenue to Kenan Avenue in honor of Pastor William C. Kenan of Faith Temple Church of God in Christ.

Recommended City Council Action:

Approve

Fiscal Impact:

The cost to change street name signs is negligible.

Discussion:

Staff has received a request from Ms. Patricia Caldwell to rename the 400-block of East Jax Avenue to Kenan Avenue in honor of Pastor William C. Kenan of Faith Temple Church of God in Christ. See attached letter for additional details.

For the following reasons, staff has no objection to this request:

- This segment of E. Jax Ave is offset from the remainder of the street to the west, and is discontinuous from other segments east of Terrell St. Therefore, the name change should not create any driver confusion.

- There are no properties addressed on this segment of E. Jax Ave that will be impacted.

- The proposed name does not conflict with any other existing street names in the City.

Staff recommends approval of this ordinance.



City Manager's Office

ORDINANCE NO._____

AN ORDINANCE CHANGING THE NAME OF THE PORTION OF EAST JAX AVENUE THAT IS ADJACENT TO LOT 11, BLOCK 1, LOTS 4 AND 5, BLOCK 4, AND BLOCK 5, BARBER-COLE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, AND GENERALLY LOCATED BETWEEN NORTH FORT WORTH STREET AND NORTH TERRELL STREET, TO "KENAN AVENUE"; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND DIRECTING THE CITY SECRETARY TO SEND THE MIDLAND EMERGENCY COMMUNICATIONS DISTRICT A CERTIFIED COPY OF THIS ORDINANCE

WHEREAS, the City Council finds it to be in the public interest to rename a certain public street located in the City of Midland, Texas;

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

SECTION ONE. That the following name change is hereby approved and adopted for the following public street:

> That the portion of East Jax Avenue that is adjacent to Lot 11, Block 1, Lots 4 and 5, Block 4, and Block 5, Barber-Cole Addition, City and County of Midland, Texas, is hereby renamed "Kenan Avenue".

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.

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 City Secretary is hereby authorized and directed to send a certified copy of this ordinance to the Midland Emergency Communications District.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

_____
Michael Pacelli, City Traffic Engineer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

February 8, 2021

City of Midland
P. O. Box 1152
Midland, TX 79702
Attn: Mr. Michael Pacelll
City Traffic Engineer

Re: Renaming of 400 block Jax Avenue

Dear Mr. Pacelll;

My name is Patricia (Pat) Caldwell. I am a member (44+ years) of the Faith Temple Church of God in Christ located at 1605 N. Terrell St. and the corner of the 400 Block of Jax Avenue. This communique is to formally request the renaming of the 400 block of Jax Avenue to Kenan Avenue.

The Faith Temple Church as served as a beacon to the Northeast section of Midland, TX for 46+ years. The church was established under the leadership of the present pastor, Supt. William C. Kenan in December of 1974.

Pastor Kenan has been a resident of Midland, TX for over 48+ years. Except for the recent influx of residences, Pastor Kenan is well known in the community. He has ministered to countless souls within and without the city. He is the husband of the late Bertha Kenan and father of four children who all grew up, attended, participated in various activities, and graduated from the presently named Robert E. Lee High School. As adults, they also have contributed to the community, working in the Educational and Hospital systems.

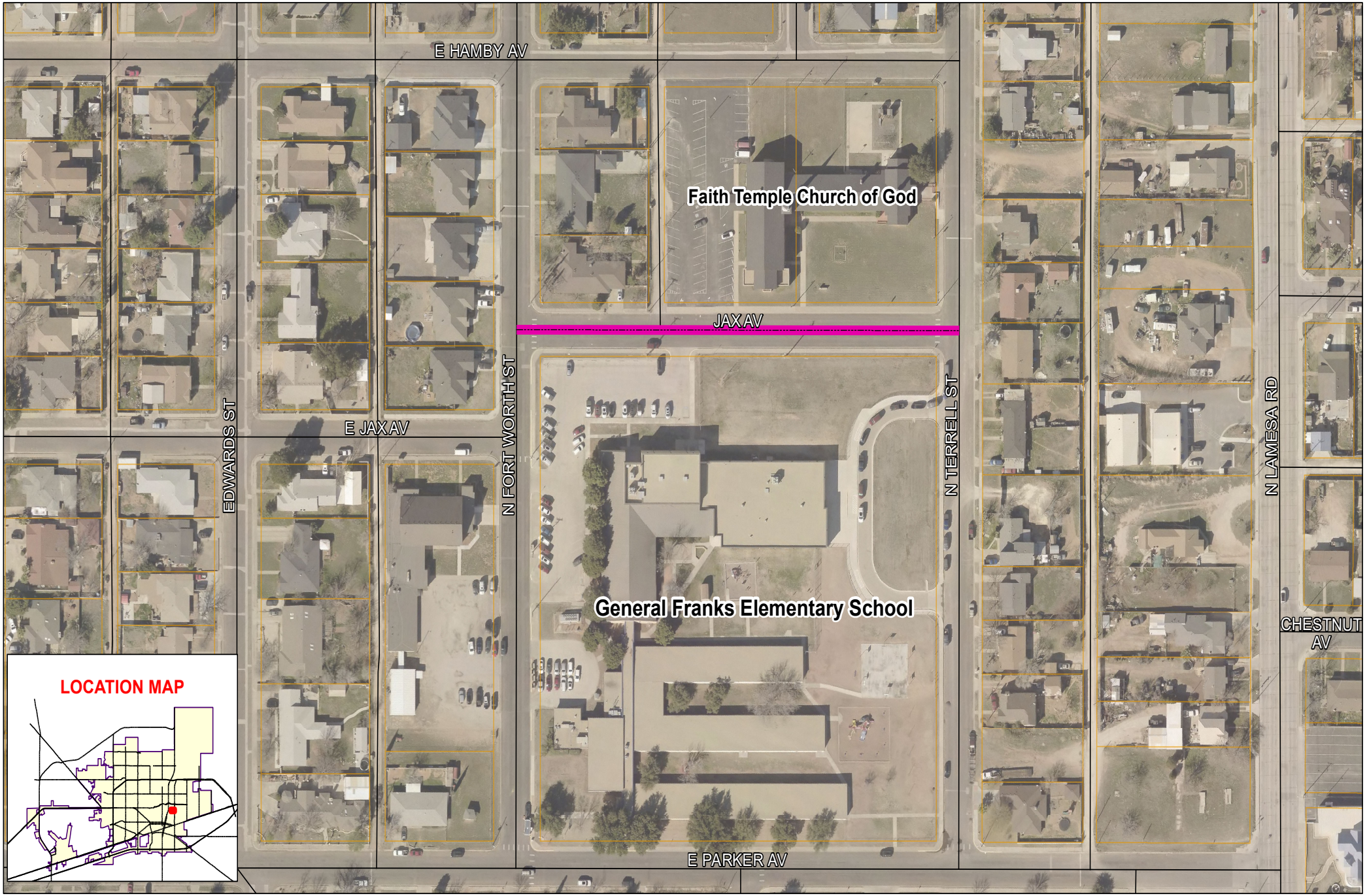
Pastor Kenan will be celebration 90 years of life in October (the Lord allows) and we feel this would be a befitting acknowledgment of appreciation for his past and continued contributions to our community and city. We, therefore, request the renaming of the 400 block of Jax Avenue to Kenan Avenue.

This particular portion of Jax Avenue is located on the south side of the Faith Temple Church dividing the building and the General Tommy Franks Elementary (formerly Crockett) school. The uniqueness of this request is that there are no resident dwellings. Therefore, there would be no undue burden (such as address changes) on this renaming.

Should you require any additional information regarding this request, please don't hesitate to contact me at ssandb481@att.net or via telephone at (432) 553-3899. Thank you for your favorable respondence in this matter.

Sincerely,

Pat Caldwell



Date: 2/19/2021

Legend

- Proposed Street
- Street
- Parcel

PACKET 297

Proposed Kenan Avenue Street Name Change

April 13, 2021

0 50 100 Feet

©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ORDINANCE NO._____

AN ORDINANCE CHANGING THE NAME OF THE PORTION OF EAST JAX AVENUE THAT IS ADJACENT TO LOT 11, BLOCK 1, LOTS 4 AND 5, BLOCK 4, AND BLOCK 5, BARBER-COLE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, AND GENERALLY LOCATED BETWEEN NORTH FORT WORTH STREET AND NORTH TERRELL STREET, TO "KENAN AVENUE"; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND DIRECTING THE CITY SECRETARY TO SEND THE MIDLAND EMERGENCY COMMUNICATIONS DISTRICT A CERTIFIED COPY OF THIS ORDINANCE

WHEREAS, the City Council finds it to be in the public interest to rename a certain public street located in the City of Midland, Texas;

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

SECTION ONE. That the following name change is hereby approved and adopted for the following public street:

> That the portion of East Jax Avenue that is adjacent to Lot 11, Block 1, Lots 4 and 5, Block 4, and Block 5, Barber-Cole Addition, City and County of Midland, Texas, is hereby renamed "Kenan Avenue".

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.

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 City Secretary is hereby authorized and directed to send a certified copy of this ordinance to the Midland Emergency Communications District.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

_____
Michael Pacelli, City Traffic Engineer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

RECEIVED
MAR 1 1 2021
BY: .....

DRUSEN KEITH
1601 N FORT WORTH ST
MIDLAND TX 79707

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will consider an ordinance at **10:00 A.M.** on **Tuesday, March 23, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701, for a **Street Name Change** on the following described property:

LEGAL DESCRIPTION: The portion of E. Jax Avenue between N. Fort Worth Street and N. Terrell Street that is adjacent to Lot 11, Block 1; Lots 4 and 5, Block 4; and Block 5; Barber-Cole Addition, City and County of Midland, Texas.

LOCATION: Generally located between N. Fort Worth Street and N. Terrell Street, approximately 308 feet south of E. Hamby Avenue. Council District 2

PROPOSED STREET NAME: Kenan Avenue.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:** _____

Required Information:

K Drusen | Keith Drusen | 1604 N Fort Worth St
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 20
Date Mailed: March 3, 2021
Case Name: Street Name Change - E. Jax Avenue
COB Planner's Initials

Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.

City Council Meeting

Item Number: 30

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Michael Pacelli, City Traffic Engineer

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

Purpose:

To consider an ordinance authorizing new stop-controlled intersections in areas of recent or upcoming development.

Recommended City Council Action:

Approve

Fiscal Impact:

Approximately $40,000.00 for the installation cost of new signs, including materials, equipment and labor. Funds are available in Traffic's FY21 operating budget.

Discussion:

The City Attorney's Office has prepared an ordinance authorizing the installation of stop signs at various intersections within the City of Midland. This ordinance has been requested to assign right-of-way at each intersection in compliance with the Texas Manual on Uniform Traffic Control Devices.

There are 81 locations recommended for new stop signs that are on newly constructed streets,

streets planned for construction in the near future, or at locations for which no type of formal traffic control has previously existed.

The proposed locations of new stop signs are as follows:

ON	AT
Acoma Ct.	Pavilion Pkwy.
Affirmed Ave.	Alysheba Ln.
Bald Eagle Ct.	McPherson Ln.
Bison St.	Rio Pl.
Bison St.	Outlaw Ct.
Bluebell Dr.	Bastrop Ave.
Bluebell Dr.	Occidental Pkwy.
Bromegrass St.	Calumet St.
Carriage Rd.	Occidental Pkwy.
Champion Ave.	San Felipe Dr.
Charismatic Dr.	Alysheba Ln.
Charismatic Dr.	Secretariat St.
Choctaw	Daybreak Way
Choctaw Ct.	Lumina Dr.
Choctaw	Overshine Ln.
Cooperstone Ct.	Daybreak way
Crown Point Ct.	L'Enfant Ln.
Dupont Ct.	McPherson Ln.
Fairgreen Ct.	Fairbanks Dr.
Foggy Bottom Ct.	McPherson Ln.
Grainger Rd.	Cedar Creek Rd.
Grainger Rd.	Milltown Rd.
Grainger Rd.	Porterfield Rd.
Gulf Ave.	Winfield Rd.
Harrier Dr.	Beachwood St.
Husk St.	Carriage Rd.
Husk St.	Ranch Ave.
Iron Rd.	Ranch Ave.
Jamestown St.	Arlington Rd.
Jamestown St.	Bunker Hill Rd.
Killdeer Ct.	Beachwood St.
Lady Bird Ln.	Partridge St.
Laguna Meadows Tr.	Madrone Ave.
Laguna Meadows Tr.	San Felipe Dr.
Madrone Ave.	Pavilion Pkwy.
Madrone Ave.	Stonebridge Dr.
McPherson Ln.	Bunker Hill Rd.
McPherson Ln.	Musket Dr.
Moonlight Rd.	Husk St.
N St.	Southgate St.
Oaklawn Dr.	Humble Ave.

Outlaw Ct.	Husk St.
Park Ln.	Tanner Dr.
Partridge St.	Moonlight Rd.
Partridge St.	Outlaw Ct.
Partridge St.	Wagon Ct.
Pavilion Pkwy.	San Felipe Dr.
Pavilion Pkwy.	Stonebridge Dr.
Pecan Ave.	Pine Ave.
Pioneer Rd.	Ranch Ave.
Pioneer Rd.	Rio Pl.
Raiz Dr.	Laguna Meadows Tr.
Raiz Dr.	Pavilion Pkwy.
Revere Pl.	Gallantry Ln.
Rio Pl.	Carriage Rd.
Rio Pl.	Ranch Ave.
Rio Pl.	Stake Ave.
Rope St.	Mockingbird Ln.
Santa Clara Dr.	Pavilion Pkwy.
Santa Clara Dr.	Stonebridge Dr.
Seattle Slew Tr.	Sir Barton Pkwy.
Secretariat St.	Affirmed Ave.
Secretariat St.	Sir Barton Pkwy. (both intersections)
Sir Barton Pkwy.	Alysheba Ln.
Solomon Ln.	Stonebridge Dr.
Stanolind Ave.	N St.
Stanolind Ave.	Winfield Rd.
Stonebridge Dr.	Pavilion Pkwy.
Sunny Stone Dr.	Daybreak Way
Sunrise Way	Overshine Ln.
Thomas Paine Rd.	Bunker Hill Rd.
Thomas Paine Rd.	Musket Dr.
Unbridled Tr.	Sir Barton Pkwy.
Victory Pkwy.	Crown Point Ct.
Viva Max Dr.	McPherson Ln.
Viva Max Dr.	Thomas Paine Rd.
Wagon Ct.	Husk St.
Washita	Fairgrounds Rd.
Westin Dr.	Pavilion Pkwy.
Winfield Rd.	H St.
Winfield Rd.	Seaboard Ave.

Staff recommends approval of this ordinance.



City Manager's Office

ORDINANCE NO. _____

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

WHEREAS, the Council finds that the unusual character and volume of traffic on various intersecting streets within the City require that operators of motor vehicles traveling along said streets stop before entering said intersections; and

WHEREAS, the Council finds it to be in the public interest to authorize and require the establishment of stop signs at said intersections;

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

SECTION ONE. In addition to all other stop signs, stop signs at the intersections enumerated in the following list are hereby ordered to be erected and are hereby validated and fully authorized, whether the same have already been placed and are existing upon said intersections, or shall be placed there hereafter, and all persons operating vehicles upon or over the streets of the City of Midland shall obey such stop signs. All streets located in the column under the word "On" are the streets on which stop signs are hereby ordered and authorized at their intersection with the streets listed on the same line and in the column immediately to the right headed by the word "At".

ON	**AT**
"A" St.	Indiana Ave.
"A" St.	Missouri Ave.
"A" St.	Mockingbird Ln.
"A" St.	Solomon Ln.
Abbey Pl.	Everglade Ave.
Aberdeen Dr.	Cedar Springs Dr.
Aberdeen Dr.	Ruby Dr.
Aberdeen Dr.	Spraberry Dr.
Acklen Dr.	Roosevelt Dr.

ON	AT
Acoma Ct.	Pavilion Pkwy.
Adams St.	Garden Ln.
Adams St.	Illinois Ave.
Adams St.	Indiana Ave.
Adams St.	Kentucky Ave.
Adams St.	New York Ave.
Adams St.	Pennsylvania Ave.
Adams St.	Wall St.
Adams St.	Walnut Ln.
Adams St.	Washington Ave.
Adonia St.	Cheyenne St.
Advance Ave.	Industrial Ave.
Affirmed Ave.	Alysheba Ln.
Ainslee St.	Bedford Dr.
Ainslee St.	Cuthbert Ave.
Ainslee St.	Kansas Ave.
Ainslee St.	Louisiana Ave.
Ainslee St.	Princeton Ave.
Airport 20 Rd.	La Force Blvd.
Alamo Dr.	Crockett Ave.
Alamosa Ct.	Gunnison Dr.
Alcove Ct.	Douglas St.
Alice St.	Barkley Ave.
Alice St.	Delano Ave.
Alice St.	Franklin Ave.
Alice St.	Kessler Ave.
Alice St.	Mariana Ave.
Alkan St.	Calumet St.
Alkan St.	Chaparral St.
Allandale Ct.	Sherwood Dr.
Allen St.	New Jersey Ave.
Allen St.	Taylor Ave.
Almey Ct.	Rustic Tr.
Almont Pl.	Gunnison Dr.
Alpine St.	Cuthbert Ave.
Alpine St.	Louisiana Ave.
Alta Ave.	Pecos St.
Amelia Dr.	Anetta Dr.
Amelia Dr.	Fairmont Dr.
Amigo Dr.	Goliad Dr.
Amigo Dr.	Storey Ave.
Andrews Hwy. Frontage	Godfrey St.
Andrews Hwy. Frontage	McDonald Ave.
Andover Ave.	Ward St.
Anetta Dr.	Eisenhower Dr.
Anetta Dr.	Raymond Rd.
Anetta Dr.	Spraberry Dr.
Anetta Dr.	Waverly Dr.
Angelina Dr.	Haynes Ave.
Angelina Dr.	Lehigh Dr.
Anthem Rd.	Bunker Hill Rd.

ON	AT
Apache Dr.	Holly Dr.
Apache Dr.	Waverly Dr.
Apperson Dr.	Maxwell Ave.
Apperson Dr.	Whitney Dr.
Apple Creek Rd.	Mathis St.
Apple Creek Rd.	Oak Valley Dr.
Arapahoe Rd.	Elkins Rd.
Arbor Cir.	Sunshine Pkwy.
Armadillo Dr.	Maverick Ln.
Armadillo Dr.	Prairie Rd.
Arrowhead Trail	Vista West Pkwy.
Arroyo Dr.	Haynes Ave.
Arroyo Dr.	Northfield Dr.
Ashwood Ct.	Heritage Blvd.
Aspen Dr.	Dentcrest Dr.
Aspen Dr.	Mark Ln.
Aster Ave.	Avalon Dr.
Aster Ave.	Golden Gate Dr.
Atlanta St.	California Ave.
Atlanta St.	Gist Ave.
Atlanta St.	Hicks Ave.
Atlanta St.	New York Ave.
Auburn Ct.	Ward St.
Auburn Dr.	Whitney Dr.
Auburn Pl.	Lanham St.
Audie Ct.	Beal Pkwy.
Aurora Way	Lumina Dr.
Aurora Ln.	McDonald Dr.
Aurora Ln.	Suncrest Ave.
Austin St.	Baumann Ave.
Austin St.	Bedford Dr.
Austin St.	Cuthbert Ave.
Austin St.	Kansas Ave.
Avalon Dr.	Briarwood Ave.
Avondale Dr.	Leddy Dr.
Avondale Dr.	McDonald Dr.
Avondale Dr.	Raymond Dr.
Azalea Ct.	Rosewood Dr.
“B” St.	Cuthbert Ave.
“B” St.	Gulf Ave.
“B” St.	Harvard Ave.
“B” St.	Indiana Ave.
“B” St.	Kansas Ave.
“B” St.	Louisiana Ave.
“B” St.	Michigan Ave.
“B” St.	Missouri Ave.
“B” St.	Tennessee Ave.
Baca St.	Mockingbird Ln.
Baca St.	San Miguel Ave.
Baird St.	California Ave.
Baird St.	Griffin Ave.

ON	AT
Baird St.	Hicks Ave.
Baird St.	Indiana Ave.
Baird St.	Kentucky Ave.
Baird St.	Longview Ave. (northbound)
Baird St.	Longview Ave. (southbound)
Baird St.	Louisiana Ave.
Baird St.	Main St.
Baird St.	Michigan Ave.
Baird St.	New Jersey Ave.
Baird St.	New York Ave.
Baird St.	Taylor Ave.
Baird St.	Washington Ave.
Bald Eagle Ct.	McPherson Ln.
Baldwin St.	Brunson Ave.
Baldwin St.	College Ave.
Baldwin St.	Holloway Ave.
Baldwin St.	Indiana Ave.
Baldwin St.	Kentucky Ave.
Baldwin St.	Washington Ave.
Balfour Ct.	Deer Run Ave.
Balfour Ct.	Greathouse Ave.
Baltic Ave.	Dormard Ave.
Baltic Ave.	Pacific Ave.
Banks Dr.	La Force Blvd.
Banks Dr.	Sloan Field Blvd.
Barber St.	Cedar Ave.
Barber St.	Dormard Ave.
Barber St.	Golf Course Rd.
Barber St.	Hickory Ave.
Barber St.	Magnolia Ave.
Barber St.	Maple Ave.
Barber St.	Oak Ave.
Barber St.	Pecan Ave.
Barber St.	Pine Ave.
Barber St.	Shandon Ave.
Barber St.	Spruce Ave.
Barking Rock	Fall Creek
Barking Rock	Sister Creek
Barkley Ave.	Crestview Rd.
Barkley Ave.	Powell St.
Baron Dr.	Occidental Pkwy.
Baron Dr.	Ranch Ave.
Basswood Cir.	Sequoia Dr. (both intersections)
Barton Springs Ct.	Barton Creek Rd.
Bates Dr.	Sinclair Ave.
Baumann Ave.	Alpine St.
Baumann Ave.	Godfrey St.
Baumann Ave.	Kansas Ave.
Baumann Ave.	McDonald St.
Baybridge Ct.	Eastview Dr.
Baybridge Ct.	Westview Dr.

ON	AT
Baybrook Dr./Ct.	Rockwood Dr.
Baybrook Dr./Pl.	Valwood Dr.
Beachwood St.	Calumet St.
Beachwood St.	Chukar Ln.
Beal Pkwy.	Graceland Dr.
Beal Pkwy.	Leisure Dr.
Beal Pkwy.	Thomason Dr.
Beals Creek Dr.	Comal Dr.
Beals Creek Dr.	Heritage Oaks Dr.
Beals Creek Dr./Ct.	Pedernales Dr.
Beckley Dr.	Cedar Spring Dr.
Beckley Dr.	Sprayberry Dr.
Bedford Ave.	Alpine St.
Bedford Ave.	Austin St.
Bedford Dr.	"B" St.
Bedford Dr.	"D" St.
Bedford Ave.	Delmar St.
Bedford Ave.	E. Broadway St.
Bedford Ave.	"G" St.
Bedford Ave.	Godfrey St. (westbound)
Bedford Ave.	Idlewilde Dr.
Bedford Dr.	Lanham St.
Bedford Ave.	Maberry St.
Bedford Ave.	Manor St.
Bedford Ave.	McDonald St.
Bedford Dr.	Mogford St.
Bedford Ave.	"N" St.
Bedford Ave.	Tarleton St.
Bedford Dr.	W. Broadway St.
Bedford Dr.	Ward St.
Bedford Ave.	Woodcrest Dr.
Beechwood Ct.	Teakwood Tr.
Belair Dr.	Stonybrook Dr.
Bellechasse Ct.	Chapel Hill Dr.
Bellechasse Ct.	Fairview Ln.
Bellegrove Ct.	Keswick Rd.
Belmont St.	Collins Ave.
Belmont St.	Gist Ave.
Belmont St.	Griffin Ave.
Belmont St.	Hicks Ave.
Belmont St.	Longview Ave.
Belmont St.	Rhode Island Ave.
Belmont St.	Stokes Ave.
Belmont St.	Summit Ave.
Belmont St.	Wolcott Ave.
Belton Pl.	Concho Dr.
Benton St.	California Ave.
Benton St.	Golf Course Rd.
Benton St.	Indiana Ave.
Benton St.	Morgan Way
Benton St.	New York Ave.

ON	AT
Benton St.	Oak Ave.
Benton St.	Pine Ave.
Bentwood Dr.	Crescent Dr.
Bentwood Dr.	Cuthbert Ave.
Bentwood Dr.	Graceland Dr.
Bentwood Dr.	Ric Dr.
Berkeley Trail	Carpenter Way
Big Bend Country	Buffalo Gap
Billingsley Blvd.	Caldera Blvd.
Binney Cv.	Rex Rd.
Bishops Castle Dr.	Castleford Rd.
Bison St.	Rio Pl.
Bison St.	Outlaw Ct.
Blackwood Dr.	Homestead Blvd.
Blake Dr.	Garrett Dr.
Blake Dr.	Trennon Pl.
Blakemore Ct.	Northfield Dr.
Blanco Dr.	Llano Ct.
Blanco Dr.	Medina Dr.
Blanco Dr.	Oak Creek Dr.
Bluebell Dr.	Bastrop Ave.
Bluebell Dr.	Occidental Pkwy.
Bluebird Ln.	Midkiff Rd.
Blue Bonnet Ave.	Avalon Dr.
Blue Bonnet Ave.	Golden Gate Dr.
Boeing Dr.	Fannin Ave.
Boeing Dr.	Neely Ave.
Boeing Dr.	Sentinel Dr.
Bonham St.	Cuthbert Ave.
Bonham St.	Kansas Ave.
Bonham St.	Willingham Dr.
Boot Dr.	Lone Star Ln.
Boot Dr	Red River Ln.
Bosque Dr.	Lampasas Dr.
Boulder Dr.	Arroyo Dr.
Boulder Dr.	Haynes Ave.
Bowie Dr.	Bentwood Dr.
Bowie Dr.	Edgewood Dr.
Bowie Dr.	Goliad Dr.
Bowman Cir.	Arapahoe Rd.
Boyd Ave.	“C” St.
Boyd Ave.	Cessna Dr.
Boyd Ave.	“D” St.
Boyd Ave.	Godfrey St.
Boyd Ave.	Lanham St.
Boyd Ave.	McDonald St.
Boyd Ave.	Mogford St.
Boyd Ave.	“N” St.
Boyd Ave.	Sinclair Ave.
Boyd Ave.	Sparks St.
Boyd Ave.	Tarleton St.

ON	AT
Boyd Ave.	Upland St.
Bradford Ct.	Knights Pl.
Brand Ln.	Buffalo Gap
Brand Ln.	Lone Star Ln.
Brazos Ave.	Amistad Dr.
Brazos Ave. / Ct.	Conroe St.
Brazos Ave.	Spence Dr.
Breckenridge Dr.	Durango Dr.
Breezeway Ct.	Bent Tree Tr.
Brentwood Dr.	Homestead Blvd.
Briaroaks Ct. / Dr.	Homestead Blvd.
Briarpath Dr.	Rosewood Dr.
Bridle Dr.	Rattler Ln.
Bridle Dr.	Wrangler Ln.
Brighton Pl.	Ashdown Pl.
Broadway St.	Cuthbert Ave.
Bromegrass St.	Beachwood St.
Bromegrass St.	Calumet St.
Bromley Pl.	Mayfield Pl.
Bronco Ct.	Buffalo Gap (both intersections)
Brookdale Dr.	Anetta Dr.
Brookdale Dr.	Bentwood Dr.
Brookdale Dr.	Eisenhower Dr.
Brooks Dr. (both intersections)	Raymond Rd.
Brown Heart Ln.	Deer Run Ave.
Brown Heart Ln.	Holiday Hill Rd.
Brown Heart Ln.	Riverside Dr.
Brownwood Dr.	Bentwood Dr.
Brunson Ave.	“L” St.
Brunson Ave.	Mann St.
Brunswick Cr.	Chapel Hill
Brush Dr.	Six Flags
Bryant St.	Eugene Ave.
Bryant St.	George Ave.
Bryant St	Hamby Ave.
Bryant St.	Hart Ave.
Bryant St.	Humble Ave.
Bryant St.	Jax Ave.
Buchanan Pl.	Rio Grande Ave.
Buffalo Ct.	Ranch Hand Dr.
Buffalo Gap	Lone Star Ln.
Buffalo Gap	Occidental Pkwy.
Buffalo Gap	Rattler Ln.
Bunche St.	California Ave.
Burchill Dr.	Anetta Dr.
Burchill Dr.	Brookdale Dr.
Burchill Dr.	Comanche Dr.
Burchill Dr.	Erie Dr.
Burchill Dr.	Parkdale Dr.
Burchill Dr.	Pasadena Dr.
Burchill Dr.	Pleasant Dr.

ON	AT
Burchill Dr.	Wilshire Dr.
Burgandy Dr.	Stonebridge Dr.
Burleson St.	Brunson Ave.
Burleson St.	College Ave.
Burleson St.	Holloway Ave.
Burleson St.	Kentucky Ave.
Burleson St.	Washington Ave.
Burnett Ln.	Lone Star Ln.
Butler Ave.	Baird St.
Butler Ave.	Main St.
Butternut Ln.	Jackson St.
Butternut Ln.	Oak Ave.
Butternut Ln.	Pecan Ave.
"C" St. (northbound traffic)	College Ave.
"C" St. (southbound traffic)	College Ave.
"C" St.	Cuthbert Ave.
"C" St.	Douglas Ave.
"C" St.	Golf Course Rd.
"C" St.	Gulf Ave.
"C" St. (northbound traffic)	Indiana Ave.
"C" St. (southbound traffic)	Indiana Ave.
"C" St.	Louisiana Ave.
"C" St.	Michigan Ave.
"C" St.	Missouri Ave.
"C" St.	Stanolind Ave.
Caldera Dr.	Melville Dr.
Calhoun St.	California Ave.
Calhoun St.	Indiana Ave.
Calhoun St.	Kentucky Ave.
Calhoun St.	Orchard Ln.
Calhoun St.	Pennsylvania Ave.
Calhoun St.	Washington Ave.
California Ave.	Camp St.
California Ave.	Carver St.
California Ave.	Dallas St.
California Ave.	Jackson St.
California Ave.	Main St.
California Ave.	Marienfeld St.
California Ave.	Tilden St.
California Ave.	Weatherford St.
California Ave.	Webster St.
Camarie Ave.	Lanham St.
Camarie Ave.	Mogford St.
Camarie Ave.	Tarleton St.
Camarie Ave.	Ward St.
Camarie Ave.	Whitney Dr.
Camino Reale	Crowley Blvd.
Camino Reale	Guadalupe St.
Camino Reale	Llano Ct.
Camp St.	Carter Ave.
Camp St.	Collins Ave.

ON	AT
Camp St.	Dakota Ave.
Camp St.	Francis Ave.
Camp St.	Griffin Ave.
Camp St.	Industrial Ave.
Camp St.	Marlin St.
Camp St.	New Jersey Ave.
Canadian Ave.	Amistad Dr.
Canadian Ave.	Spence Dr.
Candle Tree Cv.	Melville Dr.
Candlestick Dr.	Hall of Fame Blvd.
Canemont Dr.	Gleneagles Dr.
Canemont Dr.	Tremont Ave.
Canterbury Dr.	Kensington Ln.
Canterbury Dr.	Polo Pkwy.
Canyon Dr. (both intersections)	Raymond Rd.
Canyon/Devonian Dr.	Spraberry Dr.
Carbondale Ct.	Gunnison Dr.
Cardinal Ln.	Oriole Dr.
Cardinal Ln.	Polo Club Rd.
Carlton St.	Brunson Ave.
Carlton St.	College Ave.
Carlton St.	Holloway Ave.
Carlton St.	Kentucky Ave.
Carlton St.	Washington Ave.
Carmel Ct.	Llano Ct.
Carnation Ave.	Avalon Dr.
Carnation Ave.	Golden Gate Dr.
Carpenter Ct. / Way	Brown Heart Ln.
Carpenter Way	Oriole Dr.
Carriage Rd.	Occidental Pkwy.
Carrington Ct.	Rustic Tr.
Carrizo St.	Cuthbert Ave.
Carrizo St.	Louisiana Ave.
Carrizo St.	Michigan Ave.
Carrizo St.	Missouri Ave.
Carrizo St.	Nobles Ave.
Carrizo St.	Ohio Ave.
Carrizo St.	Storey Ave.
Carter Ave.	Garfield St.
Carver St.	Dormard Ave.
Carver St.	Golf Course Rd.
Carver St.	Indiana Ave.
Casa Grande Tr.	Guadalupe St.
Casa Grande Tr.	Llano Ct.
Casa Verde Ct.	San Clemente Dr.
Cascade Ct.	Douglas St.
Casper Ct.	Trevino St.
Castle Pine Rd.	Spence Dr.
Castleford Rd.	Chapel Hill Dr.
Castleford Rd.	Lancashire Rd.
Castleford Rd.	Los Alamitos Rd.

ON	AT
Castleford Rd.	Melville Dr.
Castleford Rd.	Polo Pkwy.
Castlerock Ct.	Durango Dr.
Cattleman Dr.	Lone Star Ln.
Cattleman Dr.	Occidental Pkwy.
Cattleman Dr.	Randolph Ln.
Cedar Ave.	Cottonwood Ave.
Cedar Ave.	Main St.
Cedar Ave.	Tyler St.
Cedar Creek Rd.	Cooper Creek Dr.
Cedar Creek Rd.	Stonebridge Dr.
Cedar Spring Dr.	Devonian Dr.
Cedar Spring Dr.	Raymond Rd.
Centerview	Greenridge
Centerview	Windrift
Century Dr.	Comanche Dr.
Cerrillos Ave.	Baca St.
Cerrillos Ave.	Magellan St.
Cessna Dr.	Fannin Ave.
Cessna Dr.	Neely Ave.
Cessna Dr.	Sentinel Dr.
Cessna Dr.	Shell Ave.
Cessna Dr.	Stanolind Ave.
Chadwick Ct.	Ridgefield Ct
Champion Ave.	San Felipe Dr.
Chapel Hill Dr.	Bluebird Ln.
Chapel Hill Dr.	Faulkner Dr.
Chapel Hill Dr.	Keswick Rd.
Chaparral St.	Beachwood St.
Chaps Ln.	Avalon Dr.
Chaps Ln.	Longhorn Ln.
Charismatic Dr.	Alysheba Ln.
Charismatic Dr.	Secretariat St.
Chatham Ct.	Ward St.
Checotah	Choctaw
Checotah	Kanawha
Chelsea Pl.	Mayfield Pl.
Chelsea Pl.	Whitman Dr.
Cherokee Dr.	Eisenhower Dr.
Cherry Ln.	Carver St.
Cherry Ln.	Tilden St.
Cherry Ln.	Tyler St.
Cherrywood Dr.	Briarpath Dr.
Cherrywood Dr.	Lemonwood Dr.
Cherrywood Dr.	Northcrest Dr.
Cherrywood Ct.	Oriole Dr.
Chesley Ct.	Rustic Tr.
Chestnut Ave.	Carver St.
Chestnut Ave.	Tilden St.
Cheyenne St.	Alkan St.
Chickasaw	Pueblo

ON	AT
Chickasaw	Tejas
Choate Pl.	Trinity Dr.
Choctaw	Daybreak Way
Choctaw Ct.	Lumina Dr.
Choctaw	Navajo
Choctaw	Overshine Ln.
Choctaw	Pueblo
Chon Cv.	Lindora Way
Chuck Wagon	Big Bend Country
Cimmaron Ave.	Dengar Ave.
Cimmaron Ave.	Godfrey St.
Cimmaron Ave.	"I" St.
Cimmaron Ave.	Mogford St.
Cimmaron Ave.	Lanham St.
Cimmaron Ave.	Mark Ln.
Cimmaron Ave.	McDonald Dr.
Cimmaron Ave.	Racquet Club Dr.
Cimmaron Ave.	Rees Ln.
Cimmaron Ave.	Shandon Ave.
Cimmaron Ave.	Tarleton St.
Cimmaron Ave.	Ward St.
Cimmaron Ave.	Wedgewood St.
Cimmaron Ave.	Ward St.
Cimmaron Ave.	Whitney Dr.
Cindy Pl.	Wydewood Dr.
Cisco St.	Arapahoe Rd.
Claremont Dr.	Mark Ln.
Claremont Dr.	Tremont Ave.
Clarewood Dr.	Greenville Cir.
Clarewood Dr.	Wood Dr.
Clark St.	Brunson Ave.
Clark St.	Franklin Ave.
Clark St.	Kentucky Ave.
Clark St.	Washington Ave.
Clay St.	California Ave.
Clay St.	Indiana Ave.
Clay St.	Orchard Ln.
Clayton Ct.	Whittle Way
Cloud Ave.	Edwards St.
Cloudcroft Ct.	Mark Ln.
Club Dr.	Crest Dr.
Club Dr.	Nobles Ave.
Co. Rd. 1220 S.	Industrial Ave.
Co. Rd. 83	Co. Rd. 1162
Coliseum Ct.	Riverfront Dr.
College Ave.	Clark St.
College Ave.	"G" St.
College Ave.	Indiana Ave.
Collins Ave.	Johnston St.
Collins Ave.	McKenzie St.
Collins Ave.	Main St.

ON	AT
Collins Ave.	Pratt St.
Colony Rd.	Arlington Rd.
Colony Rd.	Bunker Hill Rd.
Colony Rd.	Founders Rd.
Colony Rd.	Victory Pkwy.
Colorado St.	Collins Ave.
Colorado St.	Cuthbert Ave.
Colorado St.	Dakota Ave.
Colorado St.	Francis Ave.
Colorado St.	Gist Ave.
Colorado St.	Hicks Ave.
Colorado St.	Kansas Ave.
Colorado St.	Louisiana Ave.
Colorado St.	Michigan Ave.
Colorado St.	Missouri Ave.
Colorado St.	New Jersey Ave.
Colorado St.	New York Ave.
Colorado St.	Pennsylvania Ave.
Colorado St.	Rhode Island Ave.
Colorado St.	Stokes Ave.
Colorado St.	Taylor Ave.
Colorado St.	Washington Ave.
Colt Ct.	Candlestick Dr.
Columbian Dr.	Canyon Dr.
Columbian Dr.	Howard Dr.
Columbian Dr.	Waverly Dr.
Comal Dr.	Navasota Dr.
Comiskey Ct.	Riverfront Dr.
Commerce Dr.	I-20 N. Frontage Rd.
Commerce Dr.	Industrial Ave.
Commonwealth Rd.	Arlington Rd.
Commonwealth Rd.	Victory Pkwy.
Community Ln.	“D” St.
Community Ln.	“H” St.
Community Ln.	“J” St.
Community Ln.	“N” St.
Compton Dr.	Haynes Ave.
Compton Dr.	Lehigh Dr.
Concho Dr.	Amistad Dr.
Concho Dr.	Mathis St.
Concho Dr.	Spence Dr.
Concord Ave.	Lanham St.
Connell St.	Carter Ave.
Connell St.	Collins Ave.
Connell St.	Dakota Ave.
Connell St.	Griffin Ave.
Connell St.	Industrial Ave.
Connell St.	New Jersey Ave.
Connell St.	Taylor Ave.
Conquistador Ct.	Cerrillos Ave.
Conroe Ct.	Rio Grande Dr.

ON	AT
Conroe St.	Canadian Ave.
Conroe St.	Lavaca Ave.
Conroe St.	Rio Grande Dr.
Constitution Way	Patriot Pkwy.
Constitution Way	Victory Pkwy.
Convair Ct. / Dr. (both intersections)	Stonebridge Dr.
Convair Dr.	Torrey Vista Dr.
Cooper Creek Rd.	Solomon Ln.
Cooperstone Ct.	Daybreak Way
Copper Sky Ct.	Daybreak Way
Copper Sky Ct.	Lumina Ct.
Copus St.	Pecan Ave.
Cord Dr.	Apperson Dr.
Corona	Costa Mesa
Coronado Ct.	Camino Reale
Corporate Dr.	Edwards St.
Corral Dr.	Buffalo Gap
Corral Dr.	Occidental Pkwy.
Corral Dr.	Yellow Rose Ct.
Corsair Ct.	Island Dr.
Costa Mesa Ln.	Escondido
Costa Mesa Ln.	Navasota Dr.
Costa Mesa Ln.	San Pedro
Cotton Flat Rd.	Industrial Ave.
Cotton Tail Ct.	Buffalo Gap
Cottonwood Ave.	Barber St.
Cottonwood Ave.	Edwards St.
Cottonwood Ave.	Golf Course Rd.
Cottonwood Ave.	Main St.
Country Club Dr.	“B” St.
Country Club Dr.	E. Broadway St.
Country Club Dr.	W. Broadway St.
Country Club Dr.	“D” St.
Country Club Dr.	Delmar St.
Country Club Dr.	“G” St.
Country Club Dr.	Idlewilde Dr.
Country Club Dr.	“L” St.
Country Club Dr.	Lanham St.
Country Club Dr.	Mogford St.
Country Club Dr.	“N” St.
Country Club Dr.	Ward St.
Country Club Dr.	Woodcrest Dr.
Courage Pl.	Founders Rd.
Courage Pl.	Victory Pkwy.
Courtney Ct.	Rustic Tr.
Cowboy Dr.	Lone Star Ln.
Cowden Ave.	Carver St.
Cowden Ave.	Dallas St.
Cowden Ave.	Edwards St.
Cowden Ave.	Jackson St.
Cowden Ave.	Main St.

ON	AT
Cranston Pl.	Crowley Blvd.
Crenshaw Dr.	Palmer Dr.
Crescent Dr.	Bentwood Dr.
Crescent Dr.	Dewberry Dr.
Crescent Dr.	Eisenhower Dr.
Crescent Dr.	Glenwood Dr.
Crest Dr.	Club Dr.
Crest Dr.	Ridglea Dr.
Crestdale St.	Crestgate Ave.
Crestdale St.	Crestwood Ave.
Crested Butte Ct.	Gunnison Dr.
Crestfield St.	Crestgate Ave.
Crestgate Ave.	Crestdale St.
Crestgate Ave.	Crestfield St.
Crestgate Ave.	Crestway Ln.
Crestgate Ave.	Gateway St.
Crestline Ave.	Crestway Ln.
Crestmont Dr.	Tremont Ave.
Crestmont Dr.	Whittle Way
Crestview Rd.	Delano Ave.
Crestview Rd.	Kansas Ave.
Crestview Rd.	Kessler Ave.
Crestview Rd.	Louisiana Ave.
Crestview Rd.	Mariana Ave.
Crestview Rd.	Michigan Ave.
Crestview Rd.	Ohio Ave.
Crestview Rd.	Roosevelt Ave.
Crestview Rd.	Storey Ave.
Crestview Rd.	Travis Ave.
Crestway Ln.	Crestgate Ave.
Crestwood Ave.	Crestfield St.
Crista Ln.	Bluebird Ln.
Crista Ln.	Caldera Blvd.
Crockett Ave.	Bentwood Dr.
Crockett Ave.	Edgewood Dr.
Crockett Ave.	Goliad Dr.
Crosley Ct.	Avalon Dr.
Crosley Ct.	Candlestick Dr.
Crowley Blvd.	Frio Dr.
Crowley Blvd.	Grassland Blvd.
Crowley Blvd.	Hereford Blvd.
Crowley Blvd.	Heritage Blvd.
Crowley Blvd.	Highland Blvd.
Crowley Blvd.	Rio Grande Ave.
Crowley Blvd.	Wadley Ave.
Crown Point Ct.	L'Enfant Ln.
Crystal Sky Ln.	Daybreak Way
Culross Ln.	Berkeley Trail
Culross Ln.	Oriole Dr.
Culver Dr.	Fannin Ave.
Culver Dr.	Neely Ave.

ON	AT
Culver Dr.	Sentinel Dr.
Cumberland Dr.	Neely Ave.
Cumberland Dr.	Ventura Ave.
Cunningham Dr.	Canyon Dr.
Cunningham Dr.	Holly Dr.
Cunningham Dr.	Howard Dr.
Cunningham Dr.	Waverly Dr.
Cuthbert Ave.	Carver St.
Cuthbert Ave.	Jackson St.
Cuthbert Ave.	Maberry St.
Cuthbert Ave.	Main St.
Cuthbert Ave.	Mogford St.
Cypress Ct.	Teakwood Trace
"D" St.	College Ave.
"D" St.	Cuthbert Ave.
"D" St.	Douglas Ave.
"D" St.	Golf Course Rd.
"D" St.	Harvard Ave.
"D" St.	Humble Ave.
"D" St.	Indiana Ave.
"D" St.	Louisiana Ave.
"D" St.	Michigan Ave.
"D" St.	Missouri Ave.
"D" St.	Neely Ave.
Dahlia Ave.	Avalon Dr.
Dahlia Ave.	Golden Gate Dr.
Daisy Rd.	Victory Pkwy.
Dakota Ave.	Atlanta St.
Dakota Ave.	Baird St.
Dakota Ave.	Dallas St.
Dakota Ave.	Fort Worth St.
Dakota Ave.	Goode St.
Dakota Ave.	Jefferson St.
Dakota Ave.	Johnston St.
Dakota Ave.	"L" St.
Dakota Ave.	Main St.
Dakota Ave.	Marshall St.
Dakota Ave.	Mineola St.
Dakota Ave.	Terrell St.
Dakota Ave.	Weatherford St.
Dallas St.	Cuthbert Ave.
Dallas St.	Garden Ln.
Dallas St.	Golf Course Rd.
Dallas St.	Hamby Ave.
Dallas St.	Hicks Ave.
Dallas St.	Indiana Ave.
Dallas St.	Kansas Ave.
Dallas St.	Kentucky Ave.
Dallas St.	Michigan Ave.
Dallas St.	New Jersey Ave.
Dallas St.	New York Ave.

ON	AT
Dallas St.	Louisiana Ave.
Dallas St.	Nobles Ave.
Dallas St.	Ohio Ave.
Dallas St.	Parker Ave.
Dallas St.	Pennsylvania Ave.
Dallas St.	Taylor Ave.
Dallas St.	Washington Ave.
Dalton Dr.	Lanham St.
Dalton Dr.	Noel Ave.
Dartmouth Dr.	Culpeper Dr.
Dartmouth Dr.	Lanham St.
Daventry Rd.	Castleford Rd.
Daventry Rd.	Lancashire Rd.
Davies Ct.	Brown Heart Ln.
Davis Ave.	Adams St.
Davis Ave.	Carver St.
Davis Ave.	Lamesa Rd.
Davis Ave.	Lee St.
Dawn Cir. (both intersections)	Haynes Ave.
Daybreak Way	Moroni St.
Daybreak Way	Ojibwa
Daybreak Way	Ridge View St.
Daybreak Way	Sunrise Way
Deauville Blvd.	Avalon Dr.
Deauville Blvd.	Loop 250 Southbound Frontage Rd.
Deauville Blvd.	Tradewinds Blvd.
Debbie Cv.	Fredna Pl.
Deeanna Ln.	Crowley Blvd.
Deeanna Ln.	Hereford Blvd.
Deer Run Ave.	Hilltop Dr.
Deer Run Ave.	Riverside Dr.
Delaney	Val Verde Dr.
Delano Ave.	E. Circle Dr.
Delano Ave.	Holly Dr.
Delano Ave.	Powell St.
Delano Ave.	Roosevelt Dr.
Delano Ave.	Tanner Dr.
Dellwood St.	Baumann Ave.
Dellwood St.	Kansas Ave.
Delmar Dr.	Leddy Dr.
Delmar Dr.	Cuthbert Ave.
Delmar Dr.(northbound only)	Lockheed Ave.
Delmar St.	Storey Ave.
Dengar Ave.	Barber St.
Dengar Ave.	Edwards St.
Dengar Ave.	“I” St.
Dengar Ave.	Lanham St.
Dengar Ave.	Loma Dr.
Dengar Ave.	Main St.
Dengar Ave.	Mark Ln.
Dengar Ave.	Neely Ave.

ON	AT
Dengar Ave.	Pecos St.
Dengar Ave.	Tarleton St.
Dengar Ave.	Ward St.
Dengar Ave.	Whitney Dr.
Dengar Ave.	Wydewood Dr.
Dentcrest Dr.	Tremont Ave.
Dentcrest Dr.	Whittle Way
Dentcrest Dr. (southern most intersection)	Whittle Way
Dentcrest Dr.	Wydewood Dr.
Denton St.	Bedford Ave.
Denton St.	Cuthbert Ave.
Denton St.	Douglas Ave.
Desert Rose Dr. (both intersections)	Stonebridge Dr.
Desert Rose Dr.	Torrey Vista Dr.
Desta Dr. (both intersections)	Smith Rd.
Devlin Pl.	Crowley Blvd.
Devonian Dr.	Cedar Spring Rd.
Devonian Dr.	Monty Dr.
Devonian Dr.	Raymond Rd.
Devonian Dr.	Tanner Dr.
Devonshire Ct.	Richmond Dr.
Dewberry Dr.	Leisure Dr.
Dogwood Ct.	Driftwood Dr.
Donald St.	Illinois Ave.
Donald St.	Wall St.
Donald St.	Willeys Ave.
Dora Pl.	Neely Ave.
Dormard Ave.	Boardwalk
Dormard Ave.	Edwards St.
Dormard Ave.	Loma Ave.
Dormard Ave.	Main St.
Dormard Ave.	Pecos St.
Dorsey Ave.	Loma Dr.
Dorsey Ave.	Pecos St.
Douglas Ave.	Alpine St.
Douglas Ave.	Austin St.
Douglas Ave.	“B” St.
Douglas Dr.	Boeing Dr.
Douglas Dr.	Cessna Dr.
Douglas Dr.	Culver Dr.
Douglas Ave.	“D” St.
Douglas Ave.	Delmar Ave.
Douglas Ave.	“H” St.
Douglas Ave.	“J” St.
Douglas Ave.	“L” St.
Douglas Ave.	McDonald St.
Douglas Ave.	“N” St.
Douglas Ave.	Northrup Dr.
Douglas Ave.	Tarleton St.
Douglas Ave.	Upland St.
Douglas Ave.	Ward St.

ON	AT
Douglas Ave.	Whitney Dr.
Douglas Ave.	Woodcrest Dr.
Dowdle Dr.	Neely Ave.
Dowdle Dr.	Ventura Ave.
Downing Ave.	Norwood St.
Downing Ave.	Stratton Dr.
Drexel Ct.	Heritage Blvd.
Dukes Dr.	Polo Pkwy.
Dunbar St.	Cuthbert Ave.
Dunbar St.	Willingham Dr.
Dunblane Dr.	Dumfries Rd.
Dunblane Dr.	Trobaugh Blvd.
Dunkirk St.	Downing Ave.
Dunkirk St.	Lehigh Dr.
Dunraven Ct.	Deer Run Ave.
Dupont Ct.	McPherson Ln.
Durant Dr.	Maxwell Dr.
Durant Dr.	Ward St.
Durant Dr.	Whitney Dr.
Dyer Cir.	Haynes Ave.
“E” St.	College Ave.
“E” St.	Indiana Ave.
“E” St.	Missouri Ave.
“E” St.	Washington Ave.
E. Broadway St.	Cuthbert Ave.
E. Broadway St.	Harvard Ave.
E. Broadway St.	Louisiana Ave.
E. Broadway St.	Michigan Ave.
E. Broadway St.	Storey Ave.
E. Circle Dr.	Delano Ave.
E. Industrial Loop	Industrial Ave.
Earhart Dr. (both intersections)	La Force Blvd.
Edgewood Dr.	Monty Dr.
Eastview Dr.	Bluebird Ln. (northbound)
Eastwood Dr.	Ric Dr.
Eastwood Dr.	Storey Ave.
Edgebrook Dr./Ct.	Rockwood Dr.
Edgebrook Dr./Pl.	Valwood Dr.
Edgemont Dr.	Tremont Ave.
Edgemont Dr.	Whittle Way
Edgewood Dr.	Cuthbert Ave.
Edgewood Dr.	Dewberry Dr.
Edgewood Dr.	Eisenhower Dr.
Edgewood Dr.	Glenwood Dr.
Edinburgh Dr.	Dumfries Rd.
Edinburgh Dr.	Trobaugh Blvd.
Edwards St.	Cedar Ave.
Edwards St.	Cuthbert Ave.
Edwards St.	Dormard Ave.
Edwards St.	Golf Course Rd.
Edwards St.	Mississippi Ave.

ON	AT
Edwards St.	Oak Ave.
Edwards St.	Parker Ave.
Edwards St.	Pecan Ave.
Edwards St.	Pine Ave.
Edwards St.	Shandon Ave.
Edwards St.	Spruce Ave.
Eisenhower Dr.	Anetta Dr.
Eisenhower Dr.	Comanche Dr.
Eisenhower Dr.	Edgewood Dr.
Eisenhower Dr.	Graceland Dr.
Elizabeth Ave.	Baldwin St.
Elizabeth Ave.	Carlton St.
Elizabeth Ave.	Clark St.
Elizabeth Ave.	Key St.
Elizabeth Ave.	Mann St.
Elk Ave.	"B" St.
Elm Ave.	Barber St.
Elm Ave.	Edwards St.
Elm Ave.	Main St.
Elma Dr.	Aspen Dr.
Elma Dr.	Whittle Way
Elma Dr.	Wydewood Dr.
Emerson Dr. / Ct.	Lanham St.
Emerson Dr.	Ward St.
Emerson Ln.	Ward St.
Emerson Pl.	Whitney Dr.
English Dr.	Benton St.
English Dr.	Golf Course Rd.
Erie Dr.	Devonian Dr.
Erie Dr.	Eisenhower Dr.
Erie Dr.	Graceland Dr.
Erie Dr.	Meadow Dr.
Escondido	Frio Dr.
Estes Ave.	Carver St.
Estes Ave.	Colorado St.
Estes Ave.	Dallas St.
Estes Ave.	Jackson St.
Estes Ave.	Main St.
Estes Ave.	Marienfeld St.
Estes Ave.	Pecos St.
Estes Ave.	Whitaker St.
Eugene Ave.	Marienfeld St.
Everglade Ave.	Lindora Way
Everglade Ave.	Wydewood Dr.
Evergreen Ave.	Avalon Dr.
Evergreen Ave.	Golden Gate Dr.
Executive Ct.	Island Dr.
Exeter Ave.	Ward St.
"F" St.	College Ave.
"F" St.	Cuthbert Ave.
"F" St.	Indiana Ave.

ON	AT
"F" St.	Kentucky Ave.
"F" St.	Louisiana Ave.
"F" St.	Michigan Ave.
"F" St.	Missouri Ave.
Fairbanks Dr.	Mark Ln.
Fairfax Ct.	Ward St.
Fairfield Ln.	Mayfield Pl.
Fairfield Ln.	Whitman Dr.
Fairgate Dr.	Mark Ln.
Fairgreen Ct.	Fairbanks Dr.
Fairgrounds Rd.	Mockingbird Ln.
Fairgrounds Service Rd.	Rattler Ln.
Fairhaven Ct.	Whittle Way
Fairmont Dr.	Anetta Dr.
Fairmont Dr.	Waverly Dr.
Fairview Ln.	Castleford Rd.
Fairview Ln.	Chapel Hill Dr.
Fairview Ln.	Keswick Rd.
Fairwood Dr./Ct.	Rockwood Dr.
Fairwood Dr./Pl.	Valwood Dr.
Falcon Pl.	Concho Dr.
Fall Creek	Sandstone Dr.
Fannin Ave.	Dengar Ave.
Fannin Ave.	Lanham St.
Fannin Ave.	Mark Ln.
Fannin Ave.	McDonald Dr.
Fannin Ave.	Mogford St.
Fannin Ave.	Rees Ln.
Fannin Ave.	Tarleton St.
Fannin Ave.	Ward St.
Fannin Ave.	Whitney Dr.
Fargo Ave.	Boulder Dr.
Fargo Ave.	Norwood St.
Fargo Ave.	Stillmeadow Dr.
Fasken Dr.	Anetta Dr.
Fern Ave.	Avalon Dr.
Fern Ave.	Golden Gate Dr.
Fieldcrest Ln.	Northfield Dr.
Fieldcrest Ln.	Woodhaven Dr.
Fielder St.	Crestgate Ave.
Fields Pl.	Keswick Rd.
Fiesta Ave.	Edwards St.
Fisher St.	Francis Ave.
Flare Ct.	Lanham St.
Flatland Ct.	Brush Dr.
Flicker Dr.	Sparhawk Dr.
Floyd Ct.	Trevino St.
Foggy Bottom Ct.	McPherson Ln.
Fort Worth St.	California Ave.
Fort Worth St.	Cuthbert Ave.
Fort Worth St.	Gist Ave. (northbound)

ON	AT
Fort Worth St.	Golf Course Rd.
Fort Worth St.	Hicks Ave.
Fort Worth St.	Indiana Ave.
Fort Worth St.	Kentucky Ave.
Fort Worth St.	Longview Ave. (northbound)
Fort Worth St.	Louisiana Ave.
Fort Worth St.	Michigan Ave.
Fort Worth St.	Mississippi Ave.
Fort Worth St.	New Jersey Ave.
Fort Worth St.	New York Ave.
Fort Worth St.	Parker Ave.
Fort Worth St.	Peck Ave. (southbound)
Fort Worth St.	Pennsylvania Ave.
Fort Worth St.	Stokes Ave. (northbound)
Fort Worth St.	Stokes Ave. (southbound)
Fort Worth St.	Summit Ave. (northbound)
Fort Worth St.	Summit Ave. (southbound)
Fort Worth St.	Taylor Ave.
Fort Worth St.	Washington Ave.
Fort Worth St.	Wolcott Ave. (northbound)
Fort Worth St.	Wolcott Ave. (southbound)
Fortitude Ct.	Patriot Pkwy.
Founders Rd.	Commonwealth Rd.
Founders Rd.	Patriot Pkwy.
Fox Hollow Ct.	Greenbriar Dr.
Foxboro Ct.	Meadowpark Dr.
Francis Ave.	Baird St.
Francis Ave.	Belmont St.
Francis Ave.	Camp Dr.
Francis Ave.	Colorado St.
Francis Ave.	Main St.
Franklin Ave.	Crestview Rd.
Franklin Ave.	E. Circle Dr.
Franklin Ave.	Kelly St.
Franklin Ave.	Powell St.
Franklin Ave.	Williams St.
Fredna Pl.	Dengar Ave.
Fredna Pl.	Neely Ave.
Freeport Ln.	Nassau Dr.
Freeport Ln.	Shell Ave.
Friar Tuck Ct.	Widener Strp.
Friendship	Brush
Fringewood Dr.	Homestead Blvd.
Frontier Dr.	Fannin Ave.
Frontier Dr.	Lanham St.
Frontier Dr.	Ward St.
Frontier Dr.	Whitney Dr.
“G” St.	Bedford Ave.
“G” St.	Community Ave.
“G” St.	Cuthbert Ave.
“G” St.	Douglas Ave.

ON	AT
"G" St.	Golf Course Rd.
"G" St.	Harvard Ave.
"G" St.	Industrial Ave.
"G" St.	Louisiana Ave.
"G" St.	Michigan Ave.
"G" St.	Missouri Ave.
Gallop Ct.	San Francisco Ave.
Garden Ln.	Dallas St.
Garden Ln.	Fairgrounds Rd.
Garden Ln.	Fort Worth St.
Garden Ln.	Terrell St.
Garden Ln.	Tilden St.
Garfield St.	Bluebird Ln.
Garfield St.	Carter Ave.
Garrett Dr.	Navasota Dr.
Gaston Dr.	Delano Ave.
Gaston Dr.	Godfrey St.
Gaston Dr.	Monty Dr.
Gaston Dr.	Raymond Rd.
Gateway St.	Caldera Blvd.
George Ave.	Marienfeld St.
George Ave.	Pecos St.
George Yard Ct. / Ln.	Deer Run Ave.
Geraldine St.	Gulf Ave.
Geraldine St.	Neely Ave.
Geraldine St.	Shell Ave.
Gist Ave.	E. Industrial Loop
Gist Ave.	Main St.
Gist Ave.	Terrell St.
Gladewood Dr.	Homestead Blvd.
Gladewood Dr.	Prairie Ridge Dr.
Gladiola Ave.	Avalon Dr.
Gladiola Ave.	Golden Gate Dr.
Glasgow Dr.	Dumfries Rd.
Glasgow Dr.	Trobaugh Blvd.
Glen Mist Dr.	Fringewood Dr.
Glen Mist Dr.	Gladewood Dr.
Gleneagles Ct.	Greenbriar Dr.
Gleneagles Dr.	Greenbriar Dr.
Gleneagles Dr.	Mark Ln.
Glenwood Dr.	Edgewood Dr.
Glenwood Dr.	Leisure Dr.
Goddard Dr. / Ct.	Lanham St.
Goddard Dr.	Ward St.
Goddard Pl.	Meadowbrook Dr.
Goddard Pl.	Whitney Dr.
Godfrey St.	Avondale Dr.
Godfrey Ct.	Godfrey St.
Godfrey St.	Cuthbert Ave.
Godfrey St.	Douglas Ave.
Godfrey St.	Haynes Ave.

ON	AT
Godfrey St.	Louisiana Ave.
Godfrey St.	Neely Ave.
Godfrey St.	Northfield Dr.
Godfrey St.	Roosevelt Ave.
Godfrey St.	Shandon Ave.
Godfrey St.	St. Andrews Dr.
Godfrey St.	Tanner Dr.
Golden Gate Dr.	Briarwood Ave.
Golf Course Rd.	Elkins Rd.
Golf Course Rd.	Main St.
Golf Course Rd.(westbound)	Scharbauer Dr.
Goliad Dr.	Crockett Ave.
Goliad Dr.	Cuthbert Ave.
Goliad Dr.	Ric Dr.
Goode St.	Carter Ave.
Goode St.	Francis Ave.
Goode St.	Montgomery Ave.
Gossett St.	Indiana Ave.
Gossett St.	Missouri Ave.
Graceland Dr.	Beal Pkwy.
Graceland Dr.	Bentwood Dr.
Graceland Dr.	Eisenhower Dr.
Graham Dr.	Palmer Dr.
Grainger Rd.	Cedar Creek Rd.
Grainger Rd.	Milltown Rd.
Grainger Rd.	Porterfield Rd.
Grassland Blvd.	Crowley Blvd.
Grassland Blvd.	W. Heritage Blvd.
Greathouse Ave.	Brown Heart Ln.
Greathouse Ave.	Hilltop Dr.
Greathouse Ave.	Mathis St.
Greathouse Ave.	Spence Dr.
Greenbriar Ave.	Hyde Park Ave.
Greenbriar Dr.	Radcliff Ct.
Greenbriar Dr.	Springfield Ct.
Greenbriar Dr.	St. Andrews Dr.
Greenridge	Heritage Blvd.
Greenville Dr.	Valwood Dr.
Griffin Ave.	Colorado St.
Griffin Ave.	Dallas St.
Griffin Ave.	Fort Worth St.
Griffin Ave.	Goode St.
Griffin Ave.	Johnston St.
Griffin Ave.	Main St.
Griffin Ave.	Terrell St.
Griffin Ave.	Weatherford St.
Griffith Ct. / Dr.	Candlestick Dr. / Nolan Ryan Dr.
Griffith Dr.	Deauville Blvd.
Guadalupe St.	Frio Dr.
Guadalupe St.	Los Patios Dr.
Guadalupe St.	Rio Grande Ave.

ON	AT
Guadalupe St.	San Saba Ct.
Gulf Ave.	Cessna Dr.
Gulf Ave.	Culver Dr.
Gulf Ave.	“D” St.
Gulf Ave.	Godfrey St.
Gulf Ave.	Hughes St.
Gulf Ave.	Huntington St.
Gulf Ave.	“I” St.
Gulf Ave.	“L” St.
Gulf Ave.	Lanham St.
Gulf Ave.	McDonald Dr.
Gulf Ave.	Mark Ln.
Gulf Ave.	Mogford St.
Gulf Ave.	“N” St.
Gulf Ave.	Northrup Dr.
Gulf Ave.	Tarleton Dr.
Gulf Ave.	Ward St.
Gulf Ave.	Whitney Dr.
Gulf Ave.	Winfield Rd.
“H” St.	Bedford Dr.
“H” St.	College Ave.
“H” St.	Golf Course Rd.
“H” St.	Humble Ave.
“H” St.	Indiana Ave.
“H” St.	Michigan Ave.
“H” St.	Missouri Ave.
“H” St.	Neely Ave.
“H” St.	Ohio Ave.
“H” St.	Princeton Ave.
“H” St.	Tennessee Ave.
“H” St.	Washington Ave.
Hackberry Ct.	Teakwood Trace
Hagen Ct.	Beal Pkwy.
Half Moon Cir.	Riverside Dr.
Hall of Fame Blvd.	Arlington Rd.
Hall of Fame Blvd.	Avalon Dr.
Hall of Fame Blvd.	Riverfront Dr. / Shea Ln.
Hall of Fame Blvd.	Victory Pkwy.
Hamby Ave.	Carver St.
Hamby Ave.	Edwards St.
Hamby Ave.	Ft. Worth St.
Hamby Ave.	Jackson St.
Hamby Ave.	Main St.
Hamby Ave.	Marienfeld St.
Hamby Ave.	Tyler St.
Harlowe Dr.	Devonian Dr.
Harlowe Dr.	Mercedes Dr.
Harlowe Dr.	Monty Dr.
Harmony Dr.	Baumann Ave.
Harmony Dr.	Kansas Ave.
Harrier Dr.	Beachwood St.

ON	AT
Hart Ave.	Main St.
Hart Ave.	Marienfeld St.
Harvard Ave.	Cessna Dr.
Harvard Ave.	"D" St.
Harvard Ave.	Delmar St.
Harvard Ave.	"H" St.
Harvard Ave.	Idlewilde Dr.
Harvard Ave.	"L" St.
Harvard Ave.	Lanham St.
Harvard Ave.	Maberry St.
Harvard Ave.	"N" St.
Harvard Ave.	Whitney Dr.
Harvard Ave.	Woodcrest Dr.
Harvest Rain Ct.	Moroni St.
Harvest Rain St.	Ojibwa St.
Harvest Rain St.	Ridge View St.
Harvest Rain St.	Valley View St.
Hathaway Ct.	Heritage Blvd.
Haynes Ave.	Godfrey St.
Haynes Ave.	Lanham St.
Haynes Ave.	Norwood St.
Haynes Ave.	Skyline Dr.
Haynes Ave.	Ward St.
Haynes Dr.	Ward St.
Haynes Dr.	Whitney Dr.
Haywood Dr.	Prairie Ridge Dr.
Heartland Ave.	Hereford Blvd.
Heartland Ave./Ct.	Heritage Blvd.
Heather Rd.	Castleford Rd. (both intersections)
Henderson St.	Rochester St.
Hereford Blvd.	Crowley Blvd.
Hereford Blvd.	Grassland Blvd.
Heritage Blvd.	Crowley Blvd.
Heritage Blvd.	Grassland Blvd.
Heritage Blvd.	Heartland Ave./Ct.
Heritage Blvd.	Highland Blvd.
Heritage Oak Dr.	Frio Dr.
Hernandez Ave.	Holdridge Rd.
Hickory Ave.	Benton St.
Hickory Ave.	Edwards St.
Hickory Ave.	Lincoln St.
Hickory Ave.	Tyler St.
Hicks Ave.	Camp St.
Hicks Ave.	Jefferson St.
Hicks Ave.	Johnston St.
Hicks Ave.	Main St.
Hicks Ave.	Moran St.
Hicks Ave.	Terrell St.
Highland Blvd.	Heritage Blvd.
Highsky Dr.	Hyde Park Ave.
Hill Ave.	Crestview Rd.

ON	AT
Hill Ave.	Holly Dr.
Hillcrest Ct.	Hereford Pl.
Hillcrest Ct.	Heritage Blvd.
Hillsboro Ct.	Meadowpark Dr.
Hilltop Dr.	Oriole Dr.
Hilltop Dr.	Riverside Dr.
Hodges St.	Community Ln.
Hodges St.	Neely Ave.
Hogan Ct.	Trevino St.
Hollandale Dr.	Carver St.
Hollandale Dr.	Parkway Dr.
Hollie Brook Pl.	Fairfield Ln.
Holloway Ave.	Clark St.
Holloway Ave.	“G” St.
Holloway Ave.	“H” St.
Holloway Ave.	Indiana Ave.
Holly Dr.	Raymond Rd.
Holly Dr.	Travis Ave.
Holmsley St.	Marienfeld St.
Holmsley St.	Pecos St.
Homeland Ct. / Dr.	Homestead Blvd.
Homestead Blvd.	Hereford Blvd.
Homestead Ct.	Homestead Blvd.
Honeysuckle Ln.	Corral Dr.
Honeysuckle Ln.	Lone Star Ln.
Hopi Ct.	Washita
Houston Ave.	Lee St.
Houston Ave.	Madison St.
Houston Ave.	Tyler St.
Howard Dr.(both intersections)	Raymond Rd.
Hoya Dr.	Rainbow Rd.
Hoya Dr.	Sunshine Pkwy.
Hudson Ave.	Pecan Ave.
Hughes St.	Fannin Ave.
Hughes St.	Neely Ave.
Humble Ave.	Cessna Dr.
Humble Ave.	Godfrey St.
Humble Ave.	Huntington St.
Humble Ave.	“I” St.
Humble Ave.	“L” St.
Humble Ave.	Lanham St.
Humble Ave.	Main St.
Humble Ave.	Mark Ln.
Humble Ave.	McDonald St.
Humble Ave.	“N” St.
Humble Ave.	Tarleton St.
Humble Ave.	Upland St.
Humble Ave.	Western Dr.
Huntington St.	Neely Ave.
Husk St.	Carriage Rd.
Husk St.	Ranch Ave.

ON	AT
Hyde Park Ave.	Ferncliff Ave.
Hyde Park Ave.	Godfrey St.
Hyde Park Ave.	Greenbriar Dr.
Hyde Park Ave.	Tarleton St.
“I” St.	Cimmaron Ave.
“I” St.	College Ave.
“I” St.	Golf Course Rd.
“I” St.	Holloway Ave.
“I” St.	Indiana Ave.
“I” St.	Kentucky Ave.
“I” St.	Missouri Ave.
“I” St.	Neely Ave.
“I” St.	Washington Ave.
I-20 N. Frontage Rd.	Midkiff Rd.
I-20 S. Frontage Rd.	Midkiff Rd.
Idlewilde Dr.	Cuthbert Ave.
Idlewilde Dr.	Preston Dr.
Idlewilde Dr.	Ric Dr.
Idlewilde Dr.	Storey Ave.
Idlewilde Dr.	Sunshine Pkwy.
Illinois Ave.	Carver St.
Illinois Ave.	Lee St.
Illinois Ave.	Terrell St.
Illinois Ave.	Thomason Dr.
Imperial Ave.	Cimmaron Ave.
Imperial Ave.	Godfrey St.
Imperial Ave.	Tarlton St.
Independence	Chuck Wagon
Indiana Ave.	Carlton St.
Indiana Ave.	Carver St.
Indiana Ave.	“G” St.
Indiana Ave.	“L” St.
Indiana Ave.	Lee St.
Indiana Ave.	Marienfeld St.
Indigo Sky Ct.	Daybreak Way
Industrial Ave.	Carver St.
Industrial Ave.	Lee St.
Industrial Ave.	Main St.
Industrial Ave.	Marienfeld St.
Inwood Ct.	Ward St.
Iron Rd.	Ranch Ave.
Ironwood Dr.	Homestead Blvd.
Ironwood Dr.	Mosswood Dr.
Irwin Ct.	Crenshaw Dr.
Island Dr.	Greentree Blvd.
Island Dr.	Island Cir./Dr.
Island Dr. (northbound)	Island Cir./Dr.
Island Dr.	Rustic Tr.
“J” St.	College Ave.
“J” St.	Community Ave.
“J” St.	Golf Course Rd.

ON	AT
"J" St.	Harvard Ave.
"J" St.	Holloway Ave.
"J" St.	Kentucky Ave.
"J" St.	Missouri Ave.
"J" St.	Washington Ave.
Jackson St.	Cherry Ln.
Jackson St.	Chestnut Ave.
Jackson St.	Cuthbert Ave.
Jackson St.	Garden Ln.
Jackson St.	Golf Course Rd.
Jackson St.	Illinois Ave.
Jackson St.	Indiana Ave.
Jackson St.	Jax Ave.
Jackson St.	Kentucky Ave.
Jackson St.	New York Ave.
Jackson St.	Nobles Ave.
Jackson St.	Parker Ave.
Jackson St.	Pennsylvania Ave.
Jackson St.	Texas Ave.
Jackson St.	Wall St.
Jackson St.	Walnut Ln.
Jackson St.	Washington Ave.
Jacotte Cir. (both intersections)	Golf Course Rd.
Jadewood Dr.	Homestead Blvd.
Jamestown St.	Arlington Rd.
Jamestown St.	Bunker Hill Rd.
Jax Ave.	Carver St.
Jax Ave.	Fort Worth St.
Jax Ave.	Main St.
Jax Ave.	Marienfeld St.
Jax Ave.	Terrell St.
Jax Ave.	Tilden St.
Jefferson St.	California Ave.
Jefferson St.	Gist Ave.
Jefferson St.	Indiana Ave.
Jefferson St.	Kentucky Ave.
Jefferson St.	New Jersey Ave.
Jefferson St.	New York Ave.
Jefferson St.	Pennsylvania Ave.
Jefferson St.	Wall St.
Jefferson St.	Washington Ave.
Jesse St.	Illinois Ave.
Jesse St.	Texas Ave.
Jesse St.	Wall St.
Johnston St.	Carter Ave.
Johnston St.	Francis Ave.
Johnston St.	Industrial Ave.
Johnston St.	Montgomery Ave.
Jordan Ave.	Godfrey Ct.
Jordan Ave.	Wedgewood St.
Joy Dr.	Bentwood Dr.

ON	AT
July Fourth Rd.	Colony Rd.
July Fourth Rd.	Vanguard Rd.
July Fourth Rd.	Victory Pkwy.
Juniper Ct.	Teakwood Trace
“K” St.	Carter Ave.
“K” St.	College Ave.
“K” St.	Community Ln.
“K” St.	Cuthbert Ave.
“K” St.	Francis Ave.
“K” St.	Golf Course Rd.
“K” St.	Griffin Ave.
“K” St.	Holloway Ave.
“K” St.	Industrial Ave.
“K” St.	Missouri Ave.
“K” St.	Washington Ave.
Kanawha	Navajo
Kanawha	Pueblo
Kansas Ave.	Alpine St.
Kansas Ave.	Baird St.
Kansas Ave.	E. Broadway
Kansas Ave.	“C” St.
Kansas Ave.	Carrizo St.
Kansas Ave.	“D” St.
Kansas Ave.	Delmar St.
Kansas Ave.	“F” St.
Kansas Ave.	Fort Worth St.
Kansas Ave.	“G” St.
Kansas Ave.	Godfrey St.
Kansas Ave.	McDonald St.
Kansas Ave.	Main St.
Kansas Ave.	Marienfeld St.
Kansas Ave.	Pecos St.
Kansas Ave.	Terrell St.
Kansas Ave.	W. Broadway
Keith St.	Cowden Ave.
Keith St.	Eugene Ave.
Keith St.	George Ave.
Keith St.	Hamby Ave.
Keith St.	Hart Ave.
Keith St.	Humble Ave.
Keith St.	Jax Ave.
Keith St.	Nobles Ave.
Keith St.	Parker Ave.
Kelly St.	Travis Ave.
Kensington Ln.	Polo Pkwy.
Kent St.	Kansas Ave.
Kent St.	Louisiana Ave.
Kent St.	Michigan Ave.
Kentucky Ave.	“B” St.
Kentucky Ave.	Bankhead Hwy.
Kentucky Ave.	Benton St.

ON	AT
Kentucky Ave.	“C” St.
Kentucky Ave.	Carver St.
Kentucky Ave.	Clark St.
Kentucky Ave.	Clay St.
Kentucky Ave.	“D” St.
Kentucky Ave.	“E” St.
Kentucky Ave.	“G” St.
Kentucky Ave.	“H” St.
Kentucky Ave.	“K” St.
Kentucky Ave.	Lamesa Rd.
Kentucky Ave.	Lee St.
Kentucky Ave.	Lincoln St.
Kentucky Ave.	Main St.
Kentucky Ave.	Marienfeld St.
Kentucky Ave.	Pecos St.
Kentucky Ave.	Stonewall St.
Kentucky Ave.	Tilden St.
Kentucky Ave.	Tyler St.
Kentucky Ave.	Webster St.
Keri Ct.	Noel Ave.
Kerth St.	Ohio Ave.
Kessler Ave.	Crestview Rd.
Kessler Ave.	Powell St.
Keswick Rd.	Melville Dr.
Key St.	Brunson Ave.
Key St.	Kentucky Ave.
Key St.	Washington Ave.
Keystone Ct.	Gunnison Dr.
Killdeer Ct.	Beachwood St.
Kilyn Ct.	Beal Pkwy.
Kimbrough St.	Delano Ave.
King Kelly Ct.	Mac Dr.
King Richards Row	Oriole Dr.
Kingsboro Ct. (both intersections)	Meadowpark Dr.
Kingston Dr.	Southampton Ln.
Kingwood Ct.	Valwood Dr.
Kiowa Dr.	Eisenhower Dr.
Kirkwood Dr.	Homeland Dr.
Knights Pl.	Castleford Rd.
“L” St.	Bedford Dr.
“L” St.	Carter Ave.
“L” St.	Cimmaron Ave.
“L” St.	College Ave.
“L” St.	Community Ave.
“L” St.	Cuthbert Ave.
“L” St.	Holloway Ave.
“L” St.	Humble Ave.
“L” St.	Kentucky Ave.
“L” St.	Louisiana Ave.
“L” St.	Michigan Ave.
“L” St.	Missouri Ave.

ON	AT
"L" St.	Neely Ave.
"L" St.	Shell Ave.
"L" St.	Sinclair Ave.
"L" St.	Stanolind Ave.
"L" St.	Warwick Pl.
"L" St.	Washington Ave.
La Force Blvd.	Sloan Field Blvd.
La Jolla Cv.	Guadalupe St.
La Salle Cir.	Mark Ln.
Lady Bird Ln.	Partridge St.
Laguna Meadows Tr.	Madrone Ave.
Laguna Meadows Tr.	San Felipe Dr.
Lamesa Rd.	Indiana Ave.
Lampasas Dr.	Heritage Oaks Dr.
Lancashire Rd.	Castleford Rd.
Lancashire Rd.	Polo Parkway
Landon Ct.	Blake Dr.
Lanham St.	Ainslee St.
Lanham St.	Cimmaron Ave.
Lanham St.	Cuthbert Ave.
Lanham St.	Dartmouth Dr.
Lanham St.	Fannin Ave.
Lanham St.	Haynes Ave.
Lanham St.	Kansas Ave.
Lanham St.	Louisiana Ave.
Lanham St.	Maxwell Dr.
Lanham St.	Neely Ave.
Lanham St.	Princeton Ave.
Lanham St.	Shandon Ave.
Lanham St.	Shell Ave.
Lanham St.	Storey Ave.
Lanham St.	Ward St.
Laughlin Ct.	Corral Dr.
Laura Dr.	Bentwood Dr.
Laura Dr.	Edgewood Dr.
Laura Dr.	Goliad Dr.
Lavaca Ave.	Conroe St.
Lavaca Ave.	Spence Dr.
Lawson Ave.	"H" St.
League Dr.	Crowley Blvd.
Learmont Dr.	Chapel Hill Dr.
Learmont Dr.	Keswick Rd.
Leatherwood Dr.	Honeysuckle Ln.
Leddy Dr.	Cedar Spring Dr.
Leddy Dr.	Edgewood Dr.
Leddy Dr.	Harlowe Dr.
Leddy Dr.	Mercedes Dr.
Lee St.	California Ave.
Lee St.	Garden Ln.
Lee St.	New York Ave.
Lee St.	South Ln.

ON	AT
Lee St.	Walnut Ln.
Legends Blvd.	Wagner St./Dr.
Lehigh Dr.	Norwood St.
Leisure Dr.	Beal Pkwy.
Leisure Dr.	Bentwood Dr.
Leisure Dr.	Eisenhower Dr.
Leisure Dr.	Tradewinds Blvd.
Lennox Dr.	Fargo Ave.
Lennox Dr.	Westminster Dr.
Lexington St.	Concord Ave.
Liberty Ct.	Beal Pkwy.
Liberty Dr.	Starboard Dr.
Liddon Ave.	Bryant St.
Liddon Ave.	Keith St.
Liddon Ave.	Marienfeld St.
Lincoln St.	California Ave.
Lincoln St.	Cherry Ln.
Lincoln St.	Garden Ln.
Lincoln St.	Illinois Ave.
Lincoln St.	Indiana Ave.
Lincoln St.	New York Ave.
Lincoln St.	Oak Ave.
Lincoln St.	Orchard Ln.
Lincoln St.	Pecan Ave.
Lincoln St.	Pennsylvania Ave.
Lincoln St.	Pine Ave.
Lincoln St.	Texas Ave.
Lincoln St.	Wall St.
Lincoln St.	Washington Ave.
Lincoln St.	Willeys Ave.
Lincoln Green Ct.	Widener Strp.
Lindbergh Dr.	Banks Dr.
Lindbergh Dr.	Windecker St.
Lindbergh Dr.	Wright Dr.
Lindora Way	Sinclair Ave.
Lindora Way	Sunshine Pkwy.
Little John Ln.	Sherwood Dr.
Livingston St.	Rio Grande Ave.
Llano Ct.	Barton Creek Rd.
Llano Ct.	Crowley Blvd.
Llano Ct.	Frio Dr.
Llano Ct.	Los Patios Dr.
Llano Ct.	Rio Grande Ave.
Lockheed Dr.	Ainslee St.
Lockheed Ave.	Alpine St.
Lockheed Dr.	Boeing Dr.
Lockheed Dr.	Cessna Dr.
Lockheed Dr.	Culver Dr.
Lockheed Ave.	Denton St.
Lockheed Dr.	Lanham St.
Lockheed Dr.	Murray St.

ON	AT
Lockheed Dr.	Northrup Dr.
Lockheed Dr.	Sparks St.
Lockheed Dr.	Ward St.
Lockheed Dr.	Whitney Dr.
Locksley Ct.	Yorkshire Dr.
Logan Ct.	Beal Pkwy.
Logan Creek Rd.	Cooper Creek Rd.
Logan Creek Rd.	Stonebridge Dr.
Loma Dr.	Alta Ave.
Loma Dr.	Neely Ave.
Loma Dr.	Pecan Ave.
Loma Vista St.	Orchard Ln.
London Ct.	Yorkshire Dr.
Lone Oak	Peregrine Hill
Lone Oak	Sherwood Dr.
Lone Star Ln.	Buffalo Gap
Lone Star Ln.	Occidental Pkwy.
Longhorn Ln.	Montero Ln.
Longview Ave.	Baird St. (eastbound)
Longview Ave.	Baird St. (westbound)
Longview Ave.	Terrell St. (eastbound)
Loop 250 E. Frontage Rd.	Industrial Ave.
Loraine St.	California Ave.
Loraine St.	Collins Ave.
Loraine St.	Cowden Ave.
Loraine St.	Cuthbert Ave.
Loraine St.	Dakota Ave.
Loraine St.	Francis Ave.
Loraine St.	Gist Ave.
Loraine St.	Griffin Ave.
Loraine St.	Hamby Ave.
Loraine St.	Hicks Ave.
Loraine St.	Jax Ave.
Loraine St.	Kansas Ave.
Loraine St.	Louisiana Ave.
Loraine St.	Michigan Ave.
Loraine St.	Missouri Ave.
Loraine St.	New Jersey Ave.
Loraine St.	New York Ave.
Loraine St.	Pennsylvania Ave.
Loraine St.	Texas Ave.
Loraine St.	Wall St.
Loraine St.	Washington Ave.
Los Alamitos Dr.	Lancashire Rd.
Los Alamitos Ct.	Los Alamitos Dr.
Los Conchos Ln.	Avalon Dr.
Los Padres Dr.	Carmel Ct.
Los Padres Dr.	Los Patios Dr.
Los Patios Dr.	Crowley Blvd.
Los Patios Dr.	Holiday Hill Rd.
Louisiana Ave.	Alpine St.

ON	AT
Louisiana Ave.	Delmar St.
Louisiana Ave.	Lamesa Rd.
Louisiana Ave.	Main St.
Louisiana Ave.	McDonald Dr.
Lumina Dr.	Sunrise Way
Lynn Ave.	Carver St.
Lynn Ave.	Cottonwood Ave.
Lynn Ave.	Jackson St.
Lynn Ave.	Tyler St.
"M" St.	Brunson Ave.
"M" St.	College Ave.
"M" St.	Holloway Ave.
"M" St.	Indiana Ave.
"M" St.	Kentucky Ave.
"M" St.	Louisiana Ave.
"M" St.	Michigan Ave.
"M" St.	Missouri Ave.
"M" St.	Ohio Ave.
"M" St.	Washington Ave.
Maberry St.	Cimmaron Ave.
Maberry St.	Country Club Dr.
Maberry St.	Cuthbert Ave.
Maberry St.	Fannin Ave.
Maberry St.	Frontier Dr.
Maberry St.	Kansas Ave.
Maberry St.	Neely Ave.
Maberry St.	Sinclair Ave.
Maberry St.	Storey Ave.
Mac Dr.	Mile High Ln.
Mac Dr.	Spahn St.
Madison St.	California Ave.
Madison St.	Garden Ln.
Madison St.	Illinois Ave.
Madison St.	Indiana Ave.
Madison St.	Industrial Ave.
Madison St.	Kentucky Ave.
Madison St.	New York Ave.
Madison St.	South Ln.
Madison St.	Wall St.
Madison St.	Walnut Ln.
Madrone Ave.	Pavilion Pkwy.
Madrone Ave.	Stonebridge Dr.
Magnolia Ave.	Benton St.
Magnolia Ave.	Butternut Ln.
Magnolia Ave.	Edwards St.
Magnolia Ave.	Lincoln St.
Magnolia Ave.	Peterson St.
Maid Marian Ct.	Sherwood Dr.
Main St.	Cuthbert Ave.
Main St.	Gist Ave.
Main St.	Golf Course Rd.

ON	AT
Main St.	Scharbauer Dr.
MaMar Ave.	Cessna Dr.
Mann St.	Kentucky Ave.
Manor Ct.	Douglas Dr.
Manor St.	Cuthbert Ave.
Manor St.	Douglas Dr.
Manor St.	Storey Ave.
Maple Ave.	Benton St.
Maple Ave.	Butternut Ln.
Maple Ave.	Edwards St.
Maple Ave.	Lincoln St.
Maple Ave.	Peterson St.
Maple Ave.	Tyler St.
Marantha Pl.	Dengar Ave.
Mariana Ave.	Michigan Ave.
Mariana Ave.	Ohio Ave.
Mariana Ave.	Powell St.
Mariana Ave.	Roosevelt Ave.
Marienfeld St.	Carter Ave.
Marienfeld St.	Cowden Ave.
Marienfeld St.	Cuthbert Ave.
Marienfeld St.	Dakota Ave.
Marienfeld St.	Louisiana Ave.
Marienfeld St.	Michigan Ave.
Marienfeld St.	Missouri Ave.
Marienfeld St.	Nobles Ave.
Marienfeld St.	Ohio Ave.
Marienfeld St.	Parker Ave.
Mark Ln.	Dengar Ave.
Mark Ln.	Neely Ave.
Mark Ln.	Sinclair Ave.
Mark Ln.	St. Andrews Dr.
Mark Ln.	Whittle Way
Market St.	I-20 N. Frontage Rd.
Market St.	Industrial Ave.
Marmon Dr.	Maxwell Dr.
Marmon Dr.	Ward St.
Marmon Dr.	Whitney Dr.
Marshall St.	California Ave.
Marshall St.	Gist Ave.
Marshall St.	Hicks Ave.
Marshall St.	Indiana Ave.
Marshall St.	Kentucky Ave.
Marshall St.	New York Ave.
Marshall St.	Pennsylvania Ave.
Marshall St.	Texas Ave.
Marshall St.	Wall St.
Marshall St.	Washington Ave.
Mathis St.	Briarwood Ave.
Mathis St.	Canadian Ave.
Mathis St.	Spence Dr.

ON	AT
Maverick Ln.	Cattleman Dr.
Maverick Ln.	Cowboy Dr.
Maxwell Dr.	Lanham St.
Maxwell Dr.	Ward St.
Maxwell Dr.	Whitney Dr.
Mayfield Pl.	Mockingbird Ln.
McClintic St.	Community Ave.
McClintic St.	Neely Ave.
McClintic St.	Southgate St.
McDonald Dr.	Bedford Ave.
McDonald Dr.	Cedar Spring Dr.
McDonald Dr.	Cimmaron Ave.
McDonald Dr.	Cuthbert Ave.
McDonald Dr.	Gulf Ave.
McDonald Dr.	Neely Ave.
McDonald Dr.	Ohio Ave.
McDonald Dr.	Kansas Ave.
McDonald Dr.	Shell Ave.
McDonald Dr.	Spraberry Dr.
McDonald Dr.	Tanner Dr.
McDonald St.	Greenbriar Dr.
McGarvey St.	Kentucky Ave.
McKenzie St.	Carter Ave.
McKenzie St.	Francis Ave.
McKenzie St.	Griffin St.
McKenzie St.	Montgomery Ave.
McKenzie St.	New Jersey Ave.
McKenzie St.	Taylor Ave.
McPherson Ln.	Bunker Hill Rd.
McPherson Ln.	Musket Dr.
Meadow Dr.	Anetta Dr.
Meadow Dr.	Brookdale Dr.
Meadow Dr.	Comanche Dr.
Meadow Dr.	Erie Dr.
Meadow Dr.	Graceland Dr.
Meadow Dr.	Parkdale Dr.
Meadow Dr.	Pasadena Dr.
Meadow Dr.	Pleasant Dr.
Meadowbrook Dr.	Moss Ave.
Meadowlark Ln.	Oriole Dr.
Meadowridge Ln.	Arroyo Dr.
Meadowridge Ln.	Skyline Dr.
Meadowwood Ct.	Spring Meadow Ct.
Medina Dr.	Barton Creek Rd.
Medina Dr.	Sabine Dr.
Megan Ct.	Garrett Dr.
Mel Ott Ln.	Mile High Ln.
Mel Ott Ln.	Spahn St.
Melville Dr.	Bluebird Ln.
Melville Dr.	Faulkner Dr.
Memorial Ct.	Riverfront Dr.

ON	AT
Mercedes Dr.	Devonian Dr.
Mercedes Dr.	Eisenhower Dr.
Meredith Pl.	Concho Dr.
Merrill Dr.	Norwood St.
Merrill Dr. / Ct.	Stratton Dr.
Mesa Dr.	Storey Ave.
Mesquite Ln.	Jackson St.
Mesquite Ln.	Lee St.
Mesquite Ln.	Lincoln St.
Mesquite Ln.	Tyler St.
Metz Ct.	Ward St.
Metz Dr.	Ward St.
Metz Dr.	Whitney Dr.
Metz Pl.	Lanham St.
Michigan Ave.	Alpine St.
Michigan Ave.	Delmar St.
Michigan Ave.	Godfrey St.
Michigan Ave.	Kent St.
Michigan Ave.	Lamesa Rd.
Michigan Ave.	Main St.
Michigan Ave.	McDonald St.
Michigan Ave.	Powell St.
Michigan Ave.	Terrell St.
Midkiff Rd.	Bluebird Ln.
Midkiff Rd.	I-20 N. Frontage Rd.
Midkiff Rd.	I-20 S. Frontage Rd.
Midkiff Rd.	Mockingbird Ln.
Midland Dr.	U.S. 80 Service Rd.
Mile High Ln.	Wagner Dr.
Miller Dr.	Crenshaw Dr.
Miller Dr./Ct.	Trevino St.
Milltown Rd.	Cooper Creek Rd.
Milltown Rd.	Stonebridge Dr.
Mimosa Ct.	Rosewood Dr.
Mineola St.	California Ave.
Mineola St.	Gist Ave.
Mineola St.	Hicks Ave.
Mineola St.	Indiana Ave.
Mineola St.	Kentucky Ave.
Mineola St.	New Jersey Ave.
Mineola St.	New York Ave.
Mineola St.	Pennsylvania Ave.
Mineola St.	Texas Ave.
Mineola St.	Wall St.
Mineola St.	Washington Ave.
Minuteman Rd.	Anthem Rd.
Mission Ct.	Godfrey St.
Mississippi Ave.	Baird St.
Mississippi Ave.	Dallas St.
Mississippi Ave.	Terrell St.
Missouri Ave.	“A” St.

ON	AT
Missouri Ave.	Carver St.
Missouri Ave.	Colorado St.
Missouri Ave.	"G" St.
Missouri Ave.	Jefferson St.
Missouri Ave.	Lee St.
Missouri Ave.	Loraine St.
Missouri Ave.	Madison St.
Missouri Ave.	Main St.
Missouri Ave.	Marienfeld St.
Missouri Ave.	Marshall St.
Missouri Ave.	Mineola St.
Mitchell St.	Delano Ave.
Mitchell St.	Franklin Ave.
Mockingbird Ln.	"A" St.
Mockingbird Ln.	Avalon Dr.
Mockingbird Ln.	Fairgrounds Rd.
Mockingbird Ln.	Midkiff Rd.
Mockingbird Ln.	Oriole Dr.
Mogford St.	Cimmaron Ave.
Mogford St.	Cuthbert Ave.
Mogford St.	Dengar Ave.
Mogford St.	Fannin Ave.
Mogford St.	Humble Ave.
Mogford St.	Kansas Ave.
Mogford St.	Lockheed Dr.
Mogford St.	Louisiana Ave.
Mogford St.	Michigan Ave.
Mogford St.	Neely Ave.
Mogford St.	Princeton Ave.
Mogford St.	Shandon Ave.
Mogford St.	Shell Ave.
Mogford St.	Sinclair Ave.
Mogford St.	Storey Ave.
Montero Ln.	Avalon Dr.
Montgomery Ave.	Belmont St.
Montgomery Ave.	Camp St.
Montgomery Ave.	Main St.
Monty Dr.	Leddy Dr.
Monty Dr.	McDonald St.
Monty Dr.	Mercedes Dr.
Monty Dr.	Raymond Rd.
Moonlight Rd.	Husk St.
Moran St.	Carter Ave.
Moran St.	Collins St.
Moran St.	Dakota Ave.
Moran St.	Francis St.
Moran St.	Griffin Ave.
Moran St.	Industrial Ave.
Moran St.	Montgomery Ave.
Moran St.	New Jersey Ave.
Moran St.	Taylor Ave.

ON	AT
Morgan Way	English Dr.
Morgan Way	Golf Course Rd.
Moroni St.	Lumina Ct.
Moroni St.	Overshine Ln.
Moss Ave.	Ward St.
Moss Ave.	Whitney Dr.
Mosswood Dr.	Brandy Hill Rd.
Mosswood Dr.	Homestead Blvd.
Mulberry Ln.	Madison St.
Mulberry Ln.	San Andres Dr.
Murray St.	Princeton Ave.
Musial Way	Avalon Dr.
Musial Way	O'Rourke St.
"N" St.	Bedford Dr.
"N" St.	Brunson Ave.
"N" St.	Carter Ave.
"N" St.	College Ave.
"N" St.	Community Ln.
"N" St.	Country Club Dr.
"N" St.	Cuthbert Ave.
"N" St.	Harvard Ave.
"N" St.	Holloway Ave.
"N" St.	Humble Ave.
"N" St.	Indiana Ave.
"N" St.	Kentucky Ave.
"N" St.	Louisiana Ave.
"N" St.	Michigan Ave.
"N" St.	Missouri Ave.
"N" St.	Neely Ave.
"N" St.	New Jersey Ave.
"N" St.	Rhode Island Ave.
"N" St.	Seaboard Ave.
"N" St.	Sinclair Ave.
"N" St.	Southgate St.
"N" St.	Washington Ave.
Nash Ave.	Copus St.
Nash Ave.	Hudson Ave.
Nassau Ct.	Geraldine St.
Nassau Dr.	Geraldine St.
Nasworthy Pl.	Rio Grande Ave.
Navajo Rd.	Shawnee
Navasota Dr.	Frio Dr.
Navasota Dr.	Llano Ct.
Navasota Dr.	Oak Creek Dr.
Navasota Dr.	Pedernales Dr.
Navasota Dr.	Rio Grande Ave.
Navasota Dr.	Sabine Dr.
Neely Ave.	Godfrey St.
Neely Ave.	"I" St.
Neely Ave.	Tarleton St.
Neely Ave.	Ward St.

ON	AT
Neely Ave.	Whittle Way
Neely Ave.	Wydewood Dr.
Neely Ct.	Neely Ave.
Neely Service Rd.	Cumberland Dr.
Neely Service Rd.	"D" St.
Neely Service Rd.	Oaklawn Dr.
Nevan Ct.	Beal Pkwy.
New Jersey Ave.	Camp St.
New Jersey Ave.	Johnston St.
New Jersey Ave.	"L" St.
New Jersey Ave.	Main St.
New Jersey Ave.	Marshall St.
New Jersey Ave.	McKenzie St.
New Jersey Ave.	Terrell St.
New Jersey Ave.	Wayside Dr.
New York Ave.	Calhoun St.
New York Ave.	Carver St.
New York Ave.	Clay St.
New York Ave.	Industrial Ave.
New York Ave.	Main St.
New York Ave.	Marienfeld St.
New York Ave.	Tilden St.
Newcastle Dr.	Wellington Ct.
Nicklaus St.	Crenshaw Dr.
Nobles Ave.	Carver St.
Nobles Ave.	Edwards St.
Nobles Ave.	Main St.
Nobles Ave.	Pecos St.
Nobles Ave.	Tilden St.
Noel Ave.	Lanham St.
Noel Ave.	Ward St.
Nolan Ryan Dr.	Legends Blvd.
Norman	Bankhead Hwy.
Normandy Ln.	Polo Pkwy.
Normandy Ln.	Stoneleigh Dr.
North Service Rd.	Windecker St.
Northcrest Dr.	Hilltop Dr.
Northfield Ct.	Godfrey St.
Northfield Dr.	Godfrey St.
Northfield Dr.	Skyline Dr.
Northgate Ave.	Briarwood Ave.
Northgate Ave.	Northcrest Dr.
Northrup Dr.	Fannin Ave.
Northrup Dr.	Neely Ave.
Northrup Dr.	Princeton Dr.
Northrup Dr.	Sentinel Dr.
Northtown Ct.	Lanham St.
Northtown Pl.	Meadowbrook Dr.
Northtown Pl.	Whitney Dr.
Norwood St.	Lehigh Dr.
Norwood St.	St. Andrews Dr.

ON	AT
Nottingham Ln.	Sherwood Ln.
Nottingham Ln.	Widener Strp.
“O” St.	Missouri Ave.
Oak Ave.	Benton St.
Oak Ave.	Butternut Ln.
Oak Ave.	Main St.
Oak Valley Dr.	Greathouse Ave.
Oak Valley Dr.	Oriole St.
Oak Valley Dr.	Spence Dr.
Oaklawn Dr.	Humble Ave.
Oaklawn Dr.	Neely Ave.
Oaklawn Dr.	Ventura Ave.
Oakmont Dr.	Tremont Ave.
Oakmont Dr.	Whittle Way
Oakridge Dr. / Ct.	Gateway St.
Ohio Ave.	Alpine St.
Ohio Ave.	Baird St.
Ohio Ave.	“C” St.
Ohio Ave.	Carrizo St.
Ohio Ave.	“D” St.
Ohio Ave.	Delmar St.
Ohio Ave.	“F” St.
Ohio Ave.	Fort Worth St.
Ohio Ave.	“G” St.
Ohio Ave.	Godfrey St.
Ohio Ave.	“L” St.
Ohio Ave.	Main St.
Ohio Ave.	Marienfeld St.
Ohio Ave.	Mineola St.
Ohio Ave.	“N” St.
Ohio Ave.	Powell St.
Ohio Ave.	Weatherford St.
Ojibwa St.	Daybreak Way
Ojibwa St.	Overshine Ln.
Ojibwa	Pueblo
Ojibwa	Tejas
Olympic Ct.	Candlestick Dr.
Onyx Dr.	Farm-to-Market Rd. 1788
Orchard Ln.	Carver St.
Orchard Ln.	Lee St.
Oriental Ave.	Ventnor Ave.
Oriole Dr.	Mockingbird Ln.
Oriole Dr.	Tanforan Ave.
Oriole Dr.	Teakwood Trc.
Osage St.	Spruce Ave.
Osprey Dr.	Beachwood St.
Osprey Dr.	Flicker Dr.
Outlaw Ct.	Husk St.
Overshine Ln.	Fairgrounds Rd.
Overshine Ln.	Harvest Rain St.
Overshine Ln.	Sunrise Way

ON	AT
Oxford St.	Ohio Ave.
Pacific Ave.	Boardwalk
Pacific Ave.	Carver St.
Pagewood Dr.	Prairie Ridge Dr.
Palmer Dr.	Nicklaus St.
Paradise Ln.	Island Dr.
Park Ln.	Holly Dr.
Park Ln.	Tanner Dr.
Parker Ave.	Carver St.
Parker Ave.	Main St.
Parker Ave.	Tilden St.
Parker Ave.	Tyler St.
Parkhurst Dr.	Fargo Ave.
Parkhurst Dr.	Westminster Dr.
Parkwood Dr.	Brownwood Dr.
Parton Way	Mayfield Pl.
Parton Way	Whitman Dr.
Partridge St.	Baron Dr.
Partridge St.	Moonlight Rd.
Partridge St.	Outlaw Ct.
Partridge St.	Tin Tr.
Partridge St.	Wagon Ct.
Pasadena Dr.	Eisenhower Dr.
Pasadena Dr.	Spraberry Dr.
Patman Pl.	Concho Dr.
Patrick Pl.	Mayfield Pl.
Patrick Pl.	Semper Fidelis
Patriot Pkwy.	Avalon Dr.
Pavilion Pkwy.	San Felipe Dr.
Pavilion Pkwy.	Stonebridge Dr.
Peach St.	Kessler Ave.
Pebble Ct.	Bent Tree Tr.
Pecan Ave.	Cumberland Dr.
Pecan Ave.	“D” St.
Pecan Ave.	“I” St.
Pecan Ave.	“L” St.
Pecan Ave.	Main St.
Pecan Ave.	Oaklawn Dr.
Pecan Ave.	Pecos St.
Pecan Ave.	Pine Ave.
Pecan Ave.	Tyler St.
Peck Ave.	Baird St. (westbound)
Peck Ave.	Terrell St. (eastbound)
Pecos St.	Boyd Ave.
Pecos St.	Cuthbert Ave.
Pecos St.	Dormard Ave.
Pecos St.	Indiana Ave.
Pecos St.	Industrial Ave.
Pecos St.	Liddon Ave.
Pecos St.	Louisiana Ave.
Pecos St.	Michigan Ave.

ON	AT
Pecos St.	Missouri Ave.
Pecos St.	Neely Ave.
Pecos St.	Ohio Ave.
Pecos St.	Spruce Ave.
Pecos St.	Storey Ave.
Pecos St.	Tennessee Ave.
Pedernales Dr.	Crowley Blvd.
Pedernales Dr.	Lampasas Dr.
Pedernales Dr.	Llano Ct.
Pedernales Dr.	Medina Dr.
Pedernales Dr.	San Saba Ave.
Pennsylvania Ave.	Atlanta St.
Pennsylvania Ave.	Baird St.
Pennsylvania Ave.	Benton St.
Pennsylvania Ave.	Camp St.
Pennsylvania Ave.	Carver St.
Pennsylvania Ave.	Clay St.
Pennsylvania Ave.	Jackson St.
Pennsylvania Ave.	Lamesa Rd.
Pennsylvania Ave.	Main St.
Pennsylvania Ave.	Marienfeld St.
Pennsylvania Ave.	Tilden St.
Pennsylvania Ave.	Tyler St.
Pentagon Rd.	Commonwealth Rd.
Peregrine Hill	Delaney
Permian Ct.	Manor St.
Peterson St.	Oak Ave.
Peterson St.	Pecan Ave.
Phillip Pl.	Preston Dr.
Pilot Ave.	La Force Blvd.
Pilot Ave.	Wright Dr.
Pimlico Dr.	Tattenham Corner
Pine Ave.	Cumberland Dr.
Pine Ave.	“I” St.
Pine Ave. (westbound only)	“L” St.
Pine Ave.	Loma Dr.
Pine Ave.	Main St.
Pine Ave.	Neely Ave.
Pine Ave.	Oaklawn Dr.
Pine Ave.	Pecos St.
Pine Ave.	Peterson St.
Pine Meadow Dr.	Meadowpark Dr.
Pinemont Dr.	Springmont Dr.
Pinemont Dr.	Tremont Ave.
Pinewood Ct.	Pine Meadow Dr.
Pinion Ct.	Sunburst Dr.
Pioneer Rd.	Ranch Ave.
Pioneer Rd.	Rio Pl.
Placid Ct.	Manor St.
Player Ct.	Trevino St.
Plaza St.	E. Circle Dr.

ON	AT
Pleasant Dr.	Bentwood Dr.
Pleasant Dr.	Eisenhower Dr.
Pleasant Dr.	Raymond Rd.
Pleasant Dr.	Waverly Dr.
Pliska Dr.	North Service Rd.
Polo Club Dr.	Bluebird Ln.
Polo Club Dr.	Polo Pkwy.
Polo Parkway	Lancashire Dr.
Porterfield Rd.	Cooper Creek Rd.
Porterfield Rd.	Stonebridge Dr.
Potomac Pkwy.	Victory Pkwy.
Powell St.	Kansas Ave.
Powell St.	Louisiana Ave.
Powell St. (northern most intersection only)	Mariana Ave.
Prairie Rd.	Cattleman Dr.
Prairie Rd.	Cowboy Dr.
Prairie Ridge Dr.	Jadewood Dr.
Pratt St.	Carter Ave.
Pratt St.	Dakota Ave.
Pratt St.	Francis Ave.
Pratt St.	New Jersey St.
Pratt St.	Taylor Ave.
Preston Dr.	Aspen Dr.
Preston Dr.	Sunburst Dr.
Preston Dr.	Whittle Way
Preston Dr.	Wydewood Dr.
Princeton Ave.	Alpine St.
Princeton Ave.	Austin St.
Princeton Ave.	“B” St.
Princeton Ave.	Boeing Dr.
Princeton Ave.	Cessna Dr.
Princeton Ave.	“D” St.
Princeton Ave.	Delmar St.
Princeton Ave.	Denton St.
Princeton Ave.	“G” St
Princeton Ave.	Godfrey St.
Princeton Ave.	Idlewilde Dr.
Princeton Ave.	“J” St.
Princeton Ave.	“L” St.
Princeton Ave.	Maberry St.
Princeton Ave.	McDonald St.
Princeton Ave.	“N” St.
Princeton Ave.	Tarleton St.
Princeton Ave.	Ward St.
Princeton Ave.	Whitney Dr.
Princeton Ave.	Woodcrest Dr.
Purple Sage Trl.	Whitman Dr.
Pylant St.	Ohio Ave.
Queens Ct.	Sherwood Dr.
Quicksand Dr.	Mathis St.
Quicksand Dr.	Spence Dr.

ON	AT
Racquet Club Dr.	Cimmaron Dr.
Racquet Club Dr.	Neely Ave.
Radcliff Ct.	Greenbriar Dr.
Railea Ct.	Beal Pkwy.
Rainbow Rd.	Idlewilde Dr.
Rainbow Rd.	Sunburst Dr.
Raiz Dr.	Laguna Meadows Tr.
Raiz Dr.	Pavilion Pkwy.
Ranch Ave.	Tin Tr.
Ranch Hand Dr.	Maverick Ln.
Randolph Ln.	Cowboy Dr.
Randolph Ln.	Ranch Hand Dr.
Rangers Ct.	Candlestick Dr.
Raymond Rd.	Anetta Dr.
Raymond Rd. (southernmost intersection)	Canyon Dr.
Reading Ave.	Stratton Dr.
Rebel Dr.	Cimmaron Ave.
Rebel Dr.	Godfrey St.
Red River Ln.	Cattleman Dr.
Red River Ln.	Cowboy Dr.
Redbud Ct.	Randolph Ln.
Redwood Run	Teakwood Trc.
Rees Ln.	Dengar Ave.
Rees Ln.	Neely Ave.
Reeves Cir.	Anetta Dr.
Regal Pl.	Everglade Ave.
Reo Dr.	Auburn Dr.
Republic Dr.	Brand Ln.
Republic Dr.	Rattler Ln.
Revere Pl.	Gallantry Ln.
Revolution Dr. (both intersections)	Brand Ln.
Rex Rd.	Brown Heart Ln.
Rex Rd.	George Yard Ln.
Rhett Dr.	Stonebridge Dr.
Rhett Dr.	Torrey Vista Dr.
Rhode Island Ave.	Camp St.
Rhode Island Ave.	Colorado St.
Rhode Island Ave.	Connell St.
Rhode Island Ave.	Johnston St.
Rhode Island Ave.	“L” St.
Rhode Island Ave.	McKenzie St.
Rhode Island Ave.	Moran St.
Rhode Island Ave.	Pratt St.
Ric Dr.	Bentwood Dr.
Ric Dr.	Edgewood Dr.
Ric Dr.	Stoneybrook Dr.
Ric Dr.	Storey Ave.
Richmond Dr. / Ct.	Castleford Rd.
Ridgeboro Ct.	Ridgefield Ct.
Ridgemont Pl.	Hereford Blvd.
Ridgemont Ct.	Heritage Blvd.

ON	AT
Ridglea Dr.	Cuthbert Ave.
Ridglea Dr.	Nobles Ave.
Rio Pl.	Carriage Rd.
Rio Pl.	Ranch Ave.
Rio Pl.	Stake Ave.
Rio Grande Ave.	Crowley Blvd.
Rio Grande Ave.	Frio Dr.
Rio Grande Dr.	Amistad Dr.
Rio Grande Dr.	Conroe St.
Riverfront Dr.	Wagner Dr.
Riverside Dr.	Brown Heart Ln.
Riverside Dr.	Holiday Hill Rd.
Riverside Dr.	Oak Valley Dr.
Robin Ln.	Oriole Dr.
Robin Hood Ct.	Sherwood Dr.
Rochester St.	Bankhead Hwy.
Rockwood Dr.	Tanforan Ave./Ct.
Rockylane Dr.	Leisure Dr.
Rodeo St.	Cerrillos Ave.
Rodeo St.	E. Mockingbird Ln.
Roosevelt Ave.	Mitchell St.
Roosevelt Ave.	Powell St.
Roosevelt Dr.	Crestview Rd.
Roosevelt Dr.	Edgewood Dr.
Roosevelt Dr.	Leddy Dr.
Roosevelt Dr.	McDonald Dr.
Roosevelt Dr.	Mercedes Dr.
Roosevelt Dr.	Raymond Rd.
Rope St.	Mockingbird Ln.
Rosemont Dr.	Sagemont Dr.
Rosemont Dr.	Tremont Ave.
Rosewood Dr.	Lemonwood Dr.
Rosewood Dr.	Northcrest Dr.
Rosewood Dr.	Oriole Dr.
Rosita Dr.	Alicia Ct.
Ruby Dr.	Canyon Dr.
Ruby Dr.	Raymond Rd.
Ruidoso Ct.	Mark Ln.
Russell Dr.	Norwood St.
Russell Dr. / Ct.	Stratton Dr.
Rustic Trail	Greentree Blvd. (at east and west intersections)
Sabine Dr.	Crowley Blvd.
Saddle Ct.	Burnett Ln.
Saddle Horn Ln.	Avalon Dr.
Saddle Horn Ln.	Longhorn Ln.
Sage St.	Hollandale Dr.
Sagemont Dr.	Pinemont Dr.
Sagemont Dr.	Tremont Ave.
Salisbury Pl.	Trinity Dr.
Saltillo Ct.	Camino Reale

ON	AT
San Angelo St.	Louisiana Ave.
San Angelo St.	Michigan Ave.
San Angelo St.	Tennessee Ave.
San Antonio Ave.	Amistad Dr.
San Antonio Ave.	Conroe St.
San Antonio Ave.	Spence Dr.
San Bernard Dr.	Pedernales Dr.
San Carlos Ct.	San Clemente Dr.
San Clemente Dr.	Guadalupe St.
San Clemente Dr.	Llano Ct.
San Diego Ct.	Frio Dr.
San Francisco Ave.	Baca St.
San Francisco Ave.	Magellan St.
San Francisco Ave.	Rodeo St.
San Miguel Ave. / Ct.	Magellan St.
San Miguel Ave.	San Francisco Ave.
San Pedro	Briarwood Ave.
San Pedro	Frio Dr.
San Pedro Ct.	Camino Reale
San Saba Ave.	Crowley Blvd.
Sand Hill Cr.	Vista West Pkwy.
Sandelwood St.	Baumann Ave.
Sandelwood St.	Kansas Ave.
Sands St.	Gulf Ave.
Santa Clara Dr.	Pavilion Pkwy.
Santa Clara Dr.	Stonebridge Dr.
Santa Clarita	Corona
Santa Clarita	San Pedro
Santa Rosa	Briarwood Ave.
Santa Rosa	Frio Dr.
Savoy Pl.	Mayfield Pl.
Savoy Pl.	Whitman Dr.
Scharbauer Dr.	Main St.
Scottsboro Ln.	Rustic Tr.
Seaboard Ave.	Cessna Dr.
Seaboard Ave.	Godfrey St.
Seaboard Ave.	“H” St.
Seaboard Ave.	Huntington St.
Seaboard Ave.	“I” St.
Seaboard Ave.	“L” St.
Seaboard Ave.	Lanham St.
Seaboard Ave.	Mogford St.
Seaboard Ave.	“N” St.
Seaboard Ave.	Tarleton St.
Seaboard Ave.	Whitney Dr.
Seattle Slew Tr.	Sir Barton Pkwy.
Secor St.	Ohio Ave.
Secretariat St.	Affirmed Ave.
Secretariat St. (both intersections)	Sir Barton Pkwy.
Sedona	Frio Dr.
Seminole Dr.	Eisenhower Dr.

ON	AT
Semper Fidelis	Chelsea Pl.
Semper Fidelis	Fairfield Ln.
Sentinel Ave.	Alpine St.
Sentinel Ave.	Delmar St.
Sentinel Ave.	Denton St.
Sentinel Ave.	Tarleton St.
Sentinel Ave.	Upland St.
Sentinel Dr.	Maberry St.
Sentinel Dr.	Murray St.
Sentinel Dr.	Whitney Dr.
Sequoia St.	Green Tree Blvd.
Shady Oak Ct.	Teakwood Trace
Shadylane Dr.	Bentwood Dr.
Shadyview Pl.	Tanforan Ave.
Shandon Ave.	Cimmaron Ave.
Shandon Ave.	Godfrey St.
Shandon Ave.	Lanham St.
Shandon Ave.	Loma Dr.
Shandon Ave.	Main St.
Shandon Ave.	Mogford St.
Shandon Ave.	Pecos St.
Shandon Ave.	Tarleton St.
Shandon Ave.	Ward St.
Shandon Ave.	Whitney Dr.
Shawnee	Pueblo
Shawnee	Wrangler Ln.
Shell Ave.	"C" St.
Shell Ave.	"D" St.
Shell Ave.	Godfrey St.
Shell Ave.	Huntington St.
Shell Ave.	"I" St.
Shell Ave.	"L" St.
Shell Ave.	"N" St.
Shell Ave.	McDonald St. (westernmost intersection)
Shell Ave.	Sparks St.
Shell Ave.	Tarleton St.
Shell Ave.	Upland St.
Sherwood Dr.	Oriole Dr.
Shirley Ln.	"D" St.
Shirley Ln.	Oaklawn Dr.
Shirley Ln.	Cumberland Dr.
Silverton Dr.	Gunnison Dr.
Silverton Dr.	Durango Dr.
Sinclair Ave.	"C" St.
Sinclair Ave.	Cessna Dr.
Sinclair Ave.	Culver Dr.
Sinclair Ave.	"D" St.
Sinclair Ave.	Godfrey St.
Sinclair Ave.	Holdridge Rd.
Sinclair Ave.	Hughes St.

ON	AT
Sinclair Ave.	Huntington St.
Sinclair Ave.	Lanham St.
Sinclair Ave.	Lindora Way / Woodcrest Dr.
Sinclair Ave.	McDonald St.
Sinclair Ave.	"N" St.
Sinclair Ave.	Northrup Drive
Sinclair Ave.	Pecos St.
Sinclair Ave.	Sparks St.
Sinclair Ave.	Tarleton St.
Sinclair Ave.	Upland St.
Sinclair Ave.	Ward St.
Sinclair Ave.	Wydewood Dr.
Sioux Ct.	Kanawha
Sir Barton Pkwy.	Alysheba Ln.
Sister Creek	Fall Creek
Sister Creek	Woodrose
Six Flags	Big Bend Country
Skyline Dr.	Haynes Ave.
Skyline Dr.	Northfield Dr.
Skywood Cr. (west intersection)	Meadowpark Dr.
Smith Rd. (both intersections)	Desta Dr.
Solomon Ln.	"A" St.
Solomon Ln.	Lamesa Rd.
Solomon Ln.	Stonebridge Dr.
Solana	Santa Clarita
South St.	Carver St.
South St.	Lamesa Rd.
Southampton Ln.	Newcastle Dr.
Sparhawk Dr.	Quail Ridge Rd.
Sparks St.	Country Club Dr.
Sparks St.	Humble Ave.
Sparks St.	Princeton Ave.
Spartan Dr.	Fannin Ave.
Spartan Dr.	Neely Ave.
Spence Dr.	Canadian Ave.
Spence Dr.	Hilltop Dr.
Spence Dr.	Rio Grande Ave.
Spraberry Dr.	Anetta Dr.
Spraberry Dr.	Canyon/Devonian Dr.
Spraberry Dr.	Pleasant Dr.
Spraberry Dr.	Raymond Rd.
Spahn St.	Mile High Ln.
Spring Meadow Ln.	Meadowpark Dr.
Spring Meadow Ln.	Pine Meadow Dr.
Spring Park Dr.	Edwards St.
Springfield Ct.	Greenbriar Dr.
Springmont Dr.	Whittle Way
Springwood Ct.	Pine Meadow Dr.
Spruce Ave.	Loma Dr.
Spruce Ave.	Main St.
Spruce Ave.	Neely Ave.

ON	AT
Spruce Ave.	Pecos St.
Spruce Ave.	Tyler St.
Spur Dr.	I-20 N. Frontage Rd.
Spur Dr.	Lone Star Ln.
Spur Dr.	Red River Ln.
Spyglass Cr.	Purple Sage Tr.
St. Andrews Dr.	Dentcrest Dr.
St. Andrews Dr. / Ct.	Godfrey St.
St. Andrews Dr.	Mark Ln.
St. Andrews Dr.	Norwood St.
Stacie Ave.	Holdridge Rd.
Stanolind Ave.	"D" St.
Stanolind Ave.	Godfrey St.
Stanolind Ave.	"H" St.
Stanolind Ave.	Huntington St.
Stanolind Ave.	"I" St.
Stanolind Ave.	"L" St.
Stanolind Ave.	Lanham St.
Stanolind Ave.	Mark Ln.
Stanolind Ave.	McDonald Dr.
Stanolind Ave.	Mogford St.
Stanolind Ave.	"N" St.
Stanolind Ave. (both "dead end" locations between "D" St. and "A" St.)	Stanolind Ave.
Stanolind Ave.	Tarleton St.
Stanolind Ave.	Wedgewood St.
Stanolind Ave.	Western Dr.
Stanolind Ave.	Whitney Dr.
Stanolind Ave.	Winfield Rd.
Starboard Dr.	Tradewinds Blvd.
Sterling Pl.	Crowley Blvd.
Sterling Ct.	Heritage Blvd.
Stetson Dr.	Honeysuckle Ln.
Stewart Ave.	Shandon Ave.
Stewart Ave.	Tarleton St.
Stillmeadow Dr.	Fargo Ave.
Stillmeadow Dr.	Westminster Dr.
Stokes Ave.	Baird St. (westbound)
Stokes Ave.	Terrell St. (eastbound)
Stonebridge Dr.	Cerrillos Ave.
Stonebridge Dr.	Mockingbird Ln.
Stonebridge Dr.	Pavilion Pkwy.
Stonebridge Dr.	Solomon Ln.
Stonecrest	Hereford Blvd.
Stonecrest	Windrift
Stonefield Dr.	Stonebridge Dr.
Stonefield Dr.	Torrey Vista Dr.
Stoneleigh Rd.	Lancashire Rd.
Stonewall St.	Indiana Ave.
Stonewall St.	New York Ave.

ON	AT
Stoneybrook Dr.	Ric Dr.
Stoneybrook Dr.	Shadylane Dr.
Storey Ave.	Alpine St.
Storey Ave.	“B” St.
Storey Ave.	Bentwood Dr.
Storey Ave.	Bonham St.
Storey Ave.	“C” St.
Storey Ave.	“D” St.
Storey Ave.	Edgewood Dr.
Storey Ave.	“F” St.
Storey Ave.	“G” St.
Storey Ave.	Godfrey St.
Storey Ave.	“K” St.
Storey Ave.	Lanham St.
Storey Ave.	Maberry St.
Storey Ave.	Marienfeld St.
Storey Ave.	McDonald St.
Storey Ave.	Powell St.
Storey Ave.	Stoneybrook Dr.
Storey Ave.	Ward St.
Stratford Ct.	Kingston Dr.
Stratton Dr.	Lehigh Dr.
Stratton Dr.	St. Andrews Dr.
Stutz Dr.	Maxwell Dr.
Stutz Dr. / Ct.	Ward St.
Stutz Dr.	Whitney Dr.
Stutz Pl.	Lanham St.
Summit Ave.	Baird St. (westbound)
Summit Ave.	Belmont St.
Summit Ave.	Terrell St. (eastbound)
Sunburst Dr.	Preston Dr.
Sunburst Dr.	Sunshine Pkwy.
Suncrest Ave.	Dengar Ave.
Suncrest Ave.	McDonald St.
Sundance Pl.	Crowley Blvd.
Sundance Ct.	Heritage Blvd.
Sundown Cr.	Purple Sage Tr.
Sunmore Cr. (both intersections)	Sunburst Dr.
Sunny Stone Dr.	Daybreak Way
Sunnyside Dr.	Stonybrook Dr.
Sunnyside Dr.	Storey Ave.
Sunrise Way	Overshine Ln.
Sunset Blvd.	Michigan Ave.
Sunset Blvd.	Ohio Ave.
Sunshine Pkwy.	Idlewilde Dr.
Sunshine Pkwy.	Wydewood Dr.
Sun Tea Way	Daybreak Way
Sun Tea Way	Harvest Rain St.
Sweetbriar Dr.	Ric Dr.
Sweetbriar Dr.	Storey Ave.
Sycamore Ave.	Crestview Rd.

ON	AT
Sycamore Ave.	Holly Dr.
Tamarind Dr.	Melville Dr.
Tammy Cv.	Fredna Pl.
Tanforan Ave.	Oriole Dr.
Tanforan Ave.	Widener Strip
Tanglewood Dr.	Leisure Dr.
Tanner Dr.	Devonian Dr.
Tanner Dr.	Leddy Dr.
Tanner Dr.	McDonald St.
Tanner Dr.	Mercedes Dr.
Tanner Dr.	Raymond Rd.
Taos Rd.	Overshine Dr.
Tarleton St.	Cuthbert Ave.
Tarleton St.	Neely Ave.
Tarleton St.	Shandon Ave.
Tarleton St.	Storey Ave.
Taylor Ave.	Camp St.
Taylor Ave.	Jefferson St.
Taylor Ave.	Main St.
Taylor Ave.	Marshall St.
Taylor Ave.	Mineola St.
Taylor Ave.	Terrell St.
Teakwood Tr.	Oriole Dr.
Tejas	Shawnee
Telluride Dr./Ct.	Durango Dr.
Tennessee Ave.	Baird St.
Tennessee Ave.	“C” St.
Tennessee Ave.	Carrizo St.
Tennessee Ave.	Colorado St.
Tennessee Ave.	“D” St.
Tennessee Ave.	Dallas St.
Tennessee Ave.	E. Broadway St.
Tennessee Ave.	“F” St.
Tennessee Ave.	Fort Worth St.
Tennessee Ave.	“G” St.
Tennessee Ave.	Loraine St.
Tennessee Ave.	“L” St.
Tennessee Ave.	“M” St.
Tennessee Ave.	Main St.
Tennessee Ave.	Marienfeld St.
Tennessee Ave.	“N” St.
Tennessee Ave.	Terrell St.
Tennessee Ave.	W. Broadway
Tennessee Ave.	Weatherford St.
Terra Ct.	Brighton Pl.
Terrace Ave.	Lanham St.
Terrace Ave.	Maberry St.
Terrace Ave.	Mogford St.
Terrace Ave.	Neely Ave.
Terrace Ave.	Ward St.
Terrell St.	Cuthbert Ave.

ON	AT
Terrell St.	Gist Ave.
Terrell St.	Golf Course Rd.
Terrell St.	Hicks Ave.
Terrell St.	Illinois Ave.
Terrell St.	Louisiana Ave.
Terrell St.	Parker Ave.
Terrell St.	Taylor Ave.
Texas Ave.	Calhoun St.
Texas Ave.	Carver St.
Texas Ave.	Donald St.
Texas Ave.	Jackson St.
Texas Ave.	Lee St.
Texas Ave.	Tilden St.
Thames Ct.	Lancashire Rd.
Thomas Ave.	Crestview Rd.
Thomas St.	Ohio Ave.
Thomas Ave.	Raymond Rd.
Thomas Paine Rd.	Bunker Hill Rd.
Thomas Paine Rd.	Musket Dr.
Thomason Dr.	Beal Pkwy. / Illinios Ave.
Thomason Dr.	Tradewinds Blvd.
Thornridge Dr.	Leisure Dr.
Thornridge Dr.	Shadylane Dr.
Three Rivers Ln.	Riverfront Dr.
Three Rivers Ln.	Spahn St.
Tilden St.	Golf Course Rd.
Tilden St.	Illinois Ave.
Tilden St.	Indiana Ave.
Tilden St.	Orchard Ln.
Tilden St.	Wall St.
Timber Ln. / Ct.	Oakridge Dr.
Timberglen Pl./Cir.	Valwood Dr.
Timberwolf	Elkins
Torrey Vista Dr.	Solomon Ln.
Tradewinds Blvd.	Deauville Blvd.
Travis Ave.	Crestview Rd.
Travis Ave.	Holly Dr.
Travis Ave.	Powell St.
Travis Ave. (both intersections)	Walker St.
Travis Ave.	Waverly Dr.
Travis Ave.	Williams St.
Tremont Ave.	Dentcrest Dr.
Tremont Ave.	Edgemont Dr.
Tremont Ave.	Mark Ln.
Tremont Ave.	Sagemont Dr.
Tremont Ave.	Whittle Way
Trennon Pl.	Crowley Blvd.
Trenton Dr.	Trobaugh Blvd.
Trenwood Dr.	Desert Rose Dr.
Trenwood Dr.	Solomon Ln.
Trevino St.	Crenshaw Dr.

ON	AT
Trevino St.	Graham Dr.
Trevino St.	Nicklaus St.
Trinity Ct.	Greenbriar Dr.
Trinity Dr.	Godfrey St.
Trinity Dr.	Milbrook Pl.
Trinity Dr.	Wedgewood St.
Trinity Meadows Dr.	Fieldcrest Ln. / Meadowridge Ln.
Trinity Meadows Dr.	Skyline Dr.
Trinity Meadows Pl.	Northfield Dr.
Trinity Meadows Pl.	Skyline Dr.
Truman St.	Delano Ave.
Truman St.	Franklin Ave.
Truman St.	Kessler Ave.
Truman St.	Mariana Ave.
Turtle Creek Rd.	Pedernales Dr.
Twin Springs	Barking Rock
Tyler St.	California Ave. (east and west intersections)
Tyler St.	Chestnut Ave.
Tyler St.	Cottonwood Ave.
Tyler St.	Cowden Ave.
Tyler St.	Cuthbert Ave.
Tyler St.	Dormard Ave.
Tyler St.	Estes Ave.
Tyler St.	Garden Ln.
Tyler St.	Golf Course Rd.
Tyler St.	Hamby Ave.
Tyler St.	Illinois Ave.
Tyler St.	Indiana Ave.
Tyler St.	Industrial Ave.
Tyler St.	Jax Ave.
Tyler St.	Jefferson St.
Tyler St.	Magnolia Ave.
Tyler St.	Missouri Ave.
Tyler St.	New York Ave.
Tyler St.	Nobles Ave.
Tyler St.	Oak Ave.
Tyler St.	Orchard Ln.
Tyler St.	Parker Ave.
Tyler St.	Pine Ave.
Tyler St.	South Ln.
Tyler St.	Texas Ave.
Tyler St.	Wall St.
Tyler St.	Walnut Ln.
Tyler St.	Washington Ave.
U.S. 80 Service Rd.	County Rd. 1162
U.S. 80 Service Rd.	Elkins Rd.
U.S. 80 Service Rd.	Todd Rd.
Unbridled Tr.	Sir Barton Pkwy.
Upland St.	Baumann Ave.
Upland St.	Bedford Ave.

ON	AT
Upland St.	Cuthbert Ave.
Upland St.	Kansas Ave.
Upland St.	Louisiana Ave.
Upland St.	Michigan Ave.
Upland St.	Ohio Ave.
Upland St.	Princeton Ave.
Upland St.	Storey Ave.
Valley Dr.	Haynes Ave.
Valley Dr.	Skyline Dr.
Valley View St.	Daybreak Way
Valor Ct.	Valor Ln.
Valor Ln.	Arlington Rd.
Valor Ln.	Pentagon Rd.
Val Verde Dr.	Sandstone Dr.
Valwood Dr.	Tanforan Ave.
Vanguard Rd.	Arlington Rd.
Vanguard Rd.	Bunker Hill Rd.
Vanguard Rd.	Founders Rd.
Vanguard Rd.	Victory Pkwy.
Ventnor Ave.	Boardwalk
Ventnor Ave.	Carver St.
Ventura Ave.	"I" St.
Ventura Ave.	"L" St.
Verde Glen Ct.	Bent Tree Tr. (both intersections)
Vermont Ave.	Pacific Ave.
Versailles Dr.	Burchill Dr.
Versailles Dr.	Devonian Dr.
Versailles Dr.	Eisenhower Dr.
Versailles Dr.	Meadow Dr.
Victory Pkwy.	Arlington Rd.
Victory Pkwy.	Crown Point Ct.
Vine Pl.	Franklin Ave.
Virginia Ave.	Pacific Ave.
Vista West Pkwy.	Bluebird Ln.
Vista West Pkwy.	Caldera Blvd.
Vista West Pkwy.	Purple Sage Trl.
Viva Max Dr.	McPherson Ln.
Viva Max Dr.	Thomas Paine Rd.
W. Broadway St.	Cuthbert Ave.
W. Broadway St.	Harvard Ave.
W. Broadway St.	Louisiana Ave.
W. Broadway St.	Michigan Ave.
W. Broadway St.	Storey Ave.
W. Circle Dr.	Delano Ave.
W. Circle Dr.	Franklin Ave.
W. Circle Dr.	Roosevelt Ave.
W. Industrial Loop	Industrial Ave.
Wagner Dr./St.	Legends Blvd.
Wagner Dr.	Three Rivers Ln.
Wagon Ct.	Husk St.
Walcott Ave.	Loraine St.

ON	AT
Walcott Ave.	Main St.
Walcott Ave.	Whitaker St.
Wall St.	Carver St.
Wall St.	Lee St.
Wall St.	Loraine St.
Wall St.	Tilden St.
Walnut Ln.	Carver St.
Walnut Ln.	Fairgrounds Rd.
Walnut Ln.	Lincoln St.
Walnut Ln.	Terrell St.
Walton Ave.	Pecos St.
Ward St.	Auburn Dr.
Ward St.	Cuthbert Ave.
Ward St.	Fannin Ave.
Ward St.	Haynes Ave.
Ward St.	Haynes Dr.
Ward St.	Louisiana Ave.
Ward St.	Michigan Ave.
Ward St.	Neely Ave.
Ward St.	Ohio Ave.
Ward St.	Princeton Ave.
Ward St.	Sentinel Dr.
Warehouse Rd.	Industrial Ave.
Washington Ave.	“B” St.
Washington Ave.	Benton St.
Washington Ave.	“C” St.
Washington Ave.	Carver St.
Washington Ave.	Clay St.
Washington Ave.	“D” St.
Washington Ave.	“F” St.
Washington Ave.	“G” St.
Washington Ave.	“L” St.
Washington Ave.	Lee St.
Washington Ave.	Madison St.
Washington Ave.	Main St.
Washington Ave.	Mann St.
Washington Ave.	McGarvey St.
Washington Ave.	“N” St.
Washington Ave.	Pecos St.
Washington Ave.	Stonewall St.
Washington Ave.	Tilden St.
Washington Ave.	Webster St.
Washita	Choctaw
Washita	Fairgrounds Rd.
Washita	Kanawha
Washita	Shawnee
Watson Ct.	Crenshaw Dr.
Watson St.	Cuthbert Ave.
Watson St.	Pecos St.
Waukomis Pl.	Navajo
Waurika Pl.	Navajo

ON	AT
Waverly Dr.	Anetta Dr.
Waverly Dr.	Raymond Rd.
Wayside Dr.	Taylor Ave.
Weatherford St.	Cuthbert Ave.
Weatherford St.	Golf Course Rd.
Weatherford St.	Hamby Ave.
Weatherford St.	Hicks Ave.
Weatherford St.	Indiana Ave.
Weatherford St.	Jax Ave.
Weatherford St.	Kansas Ave.
Weatherford St.	Kentucky Ave.
Weatherford St.	Louisiana Ave.
Weatherford St.	Michigan Ave.
Weatherford St.	Mississippi Ave.
Weatherford St.	New Jersey Ave.
Weatherford St.	New York Ave.
Weatherford St.	Parker Ave.
Weatherford St.	Pennsylvania Ave.
Weatherford St.	Taylor Ave.
Weatherford St.	Washington Ave.
Webster St.	Indiana Ave.
Webster St.	New York Ave.
Webster St.	Pennsylvania Ave.
Wedgewood Ct.	Godfrey St.
Wedgewood St.	Godfrey St.
Wedgewood St.	Gulf Ave.
Wedgewood St.	Humble Ave.
Wedgewood St.	Hyde Park Ave.
Wedgewood St.	Neely Ave.
Wedgewood St.	Shell Ave.
West Wind Ct.	Bent Tree Tr.
Westcliff Dr.	Douglas Ave.
Westcliff Dr.	Princeton Ave.
Western Dr.	Golf Course Rd.
Western Dr.	Neely Ave.
Western Dr.	Stanolind Ave.
Westin Dr.	Pavilion Pkwy.
Westminster Dr.	Fargo Ave.
Westminster Dr.	Norwood St.
Westview Dr.	Bluebird Ln. (northbound)
Westview Dr.	Southridge Ct.
Westwind Dr.	Nassau Dr.
Westwind Dr.	Shell Ave.
Wewoka Pl.	Navajo
Whitaker St.	Cuthbert Ave.
Whitaker St.	Kansas Ave.
White Horse Cv.	Berkeley Trail
Whitman Dr.	Bluebird Ln.
Whitney Dr.	Haynes Dr.
Whitney Dr.	Maxwell Dr.
Whitney Dr.	Moss Ave.

ON	AT
Whitney Dr.	Neely Ave.
Whitney Dr.	Sentinel Dr.
Whittle Way	Preston Dr.
Whittle Way	Sunshine Pkwy.
Whittle Way	Tremont Ave.
Wichita Ct.	Pedernales Dr.
Willeys Ave.	Calhoun St.
Willeys Ave.	Jackson St.
Willeys Ave.	Jesse St.
Willeys Ave.	Tilden St.
Willingham Dr.	Manor St.
Willingham Dr.	McDonald St.
Willowood Dr.	Leisure Dr.
Wilshire Dr.	Eisenhower Dr.
Wilshire Dr.	Graceland Dr.
Wilshire Dr.	Parkdale Dr.
Wimberley Spring Ct.	Spence Dr.
Windecker St.	La Force Blvd.
Windecker St.	Sloan Field Blvd.
Windecker St.	Wright Dr.
Windhaven Dr.	Deauville Blvd.
Windhaven Dr.	Tradewinds Blvd.
Windridge Cir.	Mockingbird Ln. (both intesections)
Windrift	Crowley Blvd.
Winfield Rd.	“H” St.
Winfield Rd.	Humble Ave.
Winfield Rd.	“I” St.
Winfield Rd.	“L” St.
Winfield Rd.	Seaboard Ave.
Wolcott Ave.	Baird St.
Wolcott Ave.	Terrell St. (eastbound)
Wolcott Ave.	Main St.
Wood Dr.	Oriole Dr.
Wood Dr.	Valwood Dr.
Woodbar Ct.	Northcrest Dr.
Woodcrest Dr.	Cuthbert Ave.
Woodcrest Dr.	Princeton Ave.
Woodcrest Dr.	Ric Dr.
Woodcrest Dr.	Sinclair Ave.
Woodcrest Dr.	Storey Ave.
Woodhaven Ct.	Skyline Dr.
Woodhaven Dr.	Skyline Dr.
Woodhollow Dr.	Briarpath Dr.
Woodhollow Dr.	Hilltop Dr. / Lemonwood Dr.
Woodhollow Dr.	Mathis St.
Woodhollow Dr.	Northcrest Dr.
Woodhollow Dr.	Oriole Dr.
Woodland Park Ave.	“A” St.
Woodland Park Ave.	Breckenridge Dr.
Woodland Park Ave.	Gunnison Dr.
Woodrose	Barking Rock

ON	AT
Wrangler Ln.	Lone Star Ln.
Wright Dr.	Sloan Field Blvd.
Wydewood Dr.	Dengar Dr.
Wydewood Dr.	Dentcrest Ave.
Wydewood Dr.	Everglade Ave.
Wydewood Dr.	Neely Ave.
Wydewood Dr.	Sinclair Ave.
Wylea Cv.	Lindora Way
Yellow Rose Ct.	Buffalo Gap
Yorkshire Dr.	Sherwood Dr.
Yorkshire Dr.	Widener Strp.

SECTION TWO. That the Traffic Engineer is hereby authorized and directed to erect and install appropriate signs and markings at the designated locations in conformance with the State Highway Department's Manual and Specifications, indicating and carrying out the provisions of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two hundred dollars ($200.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Michael Pacelli, City Traffic Engineer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 31

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 0.91-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 966 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Landon Torres is requesting a Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Services on the property located at 3402 W Loop 250 North in order to open a new and used car dealership.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The property to the north is zoned SF-3, Single Family Dwelling District, and the location of vacant land. The properties to the east and west are zoned RR, Regional Retail District and the locations of a mini storage facility and a garden, respectively. The property to the south is zoned PD, Planned District for a Shopping Center, and the location of Midland Park Mall.

Analysis:

The property is located in the RR, Regional Retail District, which allows for the use of an Automobile or other Motorized Vehicle Sales and Service with the approval of a Specific Use Designation.

The property at 3402 West Loop 250 North is currently the site of vacant buildings. The applicant is proposing to remodel the existing buildings and redevelop the site into a dealership and service center for new and used automobiles. The combined area of the two buildings is approximately 7,700 square feet. The proposed site plan (Exhibit A) shows that there will be seven parking spaces in the front for display or customer parking. Additional parking will be provided in the rear of the property. The western building will be used for sales and delivery while the eastern building will be used for an indoor showroom and service center. The proposed hours of operations are the following:

Monday through Friday, from 8:00 a.m. to 6:00 p.m.

Per the zoning ordinance, a specific use designation without term is required for Automobile or other Motorized Vehicle Sales and Service within the RR, Regional Retail District.

The Automobile or othe Motorized Vehicle Sales and Services will need to comply with the standards as listed in Section 4.04.A.6 of the Zoning Ordinance.

6. Automobile or Other Motorized Vehicle Sales and Service Standards
a) Allowed by Specific Use Designation, according to the permitted Use Chart.
b) All exterior light sources shall be of a down-light type, indirect, diffused, or shielded type luminaries and so installed as to reduce glare effect and consequent interference with use of adjacent properties and boundary streets.
c) No intermittent or flashing lights shall be permitted.
d) Luminaries shall be mounted at a height not to exceed 30 feet as measured vertically from the horizontal surface of the nearest parking pavement.
e) All building façades shall be constructed with the same masonry materials that meet the masonry regulations for the zoning district in which the property is located.
f) No exterior auditory devices shall be permitted.

Additionally, parking requirements for the Automobile or other Motorized Vehicle Sales and Service will need to comply with the standards as listed in Section 6.02 Off-Street parking and Loading requirements of the Zoning Ordinance. The required parking spaces for this proposed use should be calculated as follows:

One space for each 400 square feet of Floor Area, minimum of five spaces

As indicated on the site plan, there are approximately 7,700 square feet of floor area between the two buildings. This would require 20 parking spaces; the applicant is proposing 27 spaces.

Fire: (Approved)

No objections.

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.

Our staff has examined the FEMA flood map and it appears that this property lies partially within Zone AH, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood.

An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation certificate based off of finish construction will be required for the Certificate of Occupancy.

Transportation: (Approved with Conditions)

With any significant changes to the site, access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway.

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.

Building Code: (Approved)

No objections.

Planning:

The majority of neighboring properties are developed in to retail and other commercial businesses. Therefore, development of this property into an automobile sales and service center would fit with the general character of the area. If building permits are required for this project, there is also an opportunity to beautify this site by bringing it up to the current standards of the City's Landscaping Regulations.

This request was recommended for denial by a three (3) to three (3) vote at the March 1, 2021 Planning and Zoning Commission meeting.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation without Term for Automobile Sales and Service, subject to Condition A through E.

Conditions:

A. That the use and development of the property shall significantly conform to the site plan (Exhibit A).

B. That the use of the Automobile Sales and Service shall conform to the standards as outlined in Section 4.04.A.6, of the Zoning Ordinance.

C. That the days and hours of operation of the Automobile or other Motorized Vehicle Sales and Service shall be limited to:

Monday through Friday, from 8:00 a.m. to 6:00 p.m.

D. That the off-street parking and loading shall conform to the standards as outlined in section 6.02.E of the Zoning Ordinance.

E. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the Automobile Sales and Service to ensure that the conditions of this permit are satisfied.

Letters of Objection:

As of March 17, 2021, staff has received two (2) letters of objection which constitute 28.6 percent of the 200-foot notification area. Since the objections exceed 20 percent of the notification area, a three-fourths vote is required by the City Council for this request to be approved.

Attachments:

Metes and Bounds (Exhibit A)
Site Plan (Exhibit B)
Application
Maps

Letter of Objections
Objection Map

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 0.91-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 966 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation Without Term for a 0.91-acre tract of land out of Section 5, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, said tract being the tract identified as "0.91 Acres" out of the 1.66-acre tract described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation Without Term for Automobile or other Motorized Vehicle Sales and Service (the "Specific Use"), 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 use and development of the Property for the Specific Use shall significantly conform to the site plan, which is attached hereto as Exhibit "B" and incorporated herein for all purposes.

B. That the use and development of the Property for the Specific Use shall conform to the development standards of Section 11-1-4.04.A.6 of the City Code.

C. That the days and hours of operation of the Specific Use shall be limited to Monday through Friday from 8:00 a.m. to 6:00 p.m.

D. That off-street parking shall be provided on the Property in accordance with Section 11-1-6.02.E of the City Code.

E. That the applicant shall obtain a Certificate of Occupancy prior to using the Property for the Specific Use to ensure that the conditions of this Specific Use Designation Without 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., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

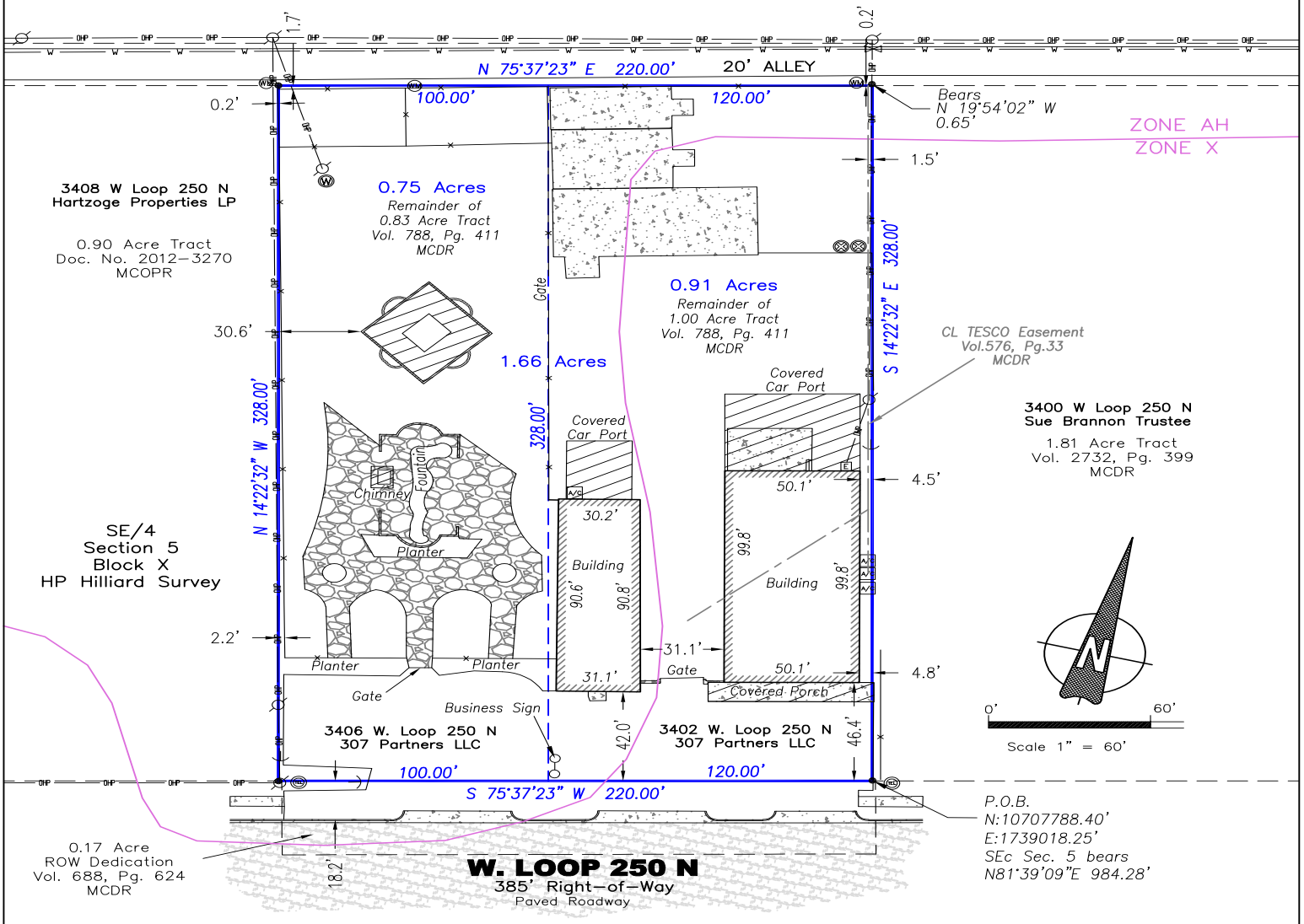
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

TITLE SURVEY OF A 1.66 ACRE TRACT OF LAND IN THE SE/4 OF SECTION 5, BLOCK X, HP HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS



SURVEY BASED ON TITLE COMMITMENT GF NO. WTA-80C-48802014909 PROVIDED BY WEST TEXAS ABSTRACT TITLE COMPANY ISSUED NOVEMBER 20, 2020 WITH AN EFFECTIVE DATE OF NOVEMBER 6, 2020.
SCHEDULE B (survey related items):
10.
b. Right of Way Easement to Gulf Refining Company, recorded in V82, P323, MCDR. – DOES NOT AFFECT
c. Right of Way to State of Texas, recorded in V115, P612, MCDR. – DOES NOT AFFECT
d. Easement and Right of Way to Texas Electric Service Company, recorded in V292, P326. MCDR. – DOES NOT AFFECT
e. Easement to Gulf Pipe Line Company and Gulf Gulf Production Company, recorded in V406, P720, MCDR. – DOES NOT AFFECT
f. Easement to Texas Electric Service Company, recorded in V430, P353, MCDR. – DOES NOT AFFECT
g. Guy and Anchorage Permit to Texas Electric Service Company, recorded in V464, P218, MCDR. – DOES NOT AFFECT
h. Easement and Right of Way to The Public, recorded in V567, P112 and V568, P1, MCDR. – DOES NOT AFFECT
i. Easement and Right of Way to Texas Electric Service Company, recorded in V568, P246, MCDR. – DOES NOT AFFECT
j. Easement and Right of Way to Texas Electric Service Company, recorded in V576, P33, MCDR. – AFFECTS, SHOWN

FLOOD NOTE:
Part of this Property is in Zone AH and DOES LIE within a Special Flood Hazard Area as graphically scaled onto FEMA Map No. 48329C0067F, Dated September 16, 2005, Prepared for Midland County, Texas.

I, Aaron S. Burrell, do hereby certify: This plat represents a legal survey made on the ground on December 02, 2020, by me, of the property legally described hereon. All information shown is true and correct to the best of my knowledge and belief.

08 December 2020

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

LEGEND

- Fd ½" Iron Rod
- Power Pole
- Water Meter
- Water Well
- Air Conditioner
- Sewer Cleanout
- Guy Wire
- Electric Meter
- Telephone Ped.
- Fence
- Rock

Bearings shown on this survey are relative to the Texas Coordinate System, NAD 1983, Central Zone (CORS).

AARON BURRELL LAND SURVEYORS, LLC.

PACKET 31.10

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
April 13, 2021
432-848-4439
www.asbsurveyors.com

METES & BOUNDS DESCRIPTION OF A 1.66 ACRE TRACT OF LAND IN THE SE/4 OF SECTION 5, BLOCK X, HP HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

Legal Description: 1.66 Acres of Land in the Southeast Quarter of Section 5, Block X, HP Hilliard Survey and Being All of a 1.00 Acre Tract and a 0.83 Acre Tract recorded in Volume 788 Page 411, Deed Records, Less and Except a 0.17 Acre Right of Way Dedication recorded in Volume 688 Page 624, Deed Records, all in the City of Midland, Midland County, Texas.

Boundary more fully described by metes and bounds as follows:

Beginning at (N: 10707788.40', E: 1739018.25') a 1/2" iron rod found in the north right of way line of W. Lop 250 N in the east line of said 1.00 acre tract and the west line of a 1.81 acre tract recorded in Volume 2732 page 399, Deed Records, being the southeast corner of this tract, whence the southeast corner of said Section 5 bears North 81°39'09" East, a distance of 984.28 feet;

Thence South 75°37'23 West with the north right of way line of said W. Loop 250 N, at a distance of 120.00 feet pass the west line of said 1.00 acre tract and the east line of said 0.83 acre tract, continuing for a total distance of 220.00 feet to a 1/2" iron rod found in the west line of said 0.83 acre tract and the east line of a 0.90 acre tract recorded in Document No. 2012–3270, Official Public Records, being the southwest corner of this tract;

Thence North 14°22'32" West with the west line of said 0.83 acre tract and the east line of said 0.90 acre tract, a distance of 328.00 feet to a 1/2" iron rod found in the south line of a 20 Foot Alley at the northwest corner of said 0.83 acre tract and the northeast corner of said 0.90 acre tract, being the northwest corner of this tract;

Thence North 75°37'23" East with the south line of said 20 Foot Alley, at a distance of 100.00 feet pass the northeast corner of said 0.83 acre tract and the northwest corner of said 1.00 acre tract, continuing for a total distance of 220.00 feet to a point for the northeast corner of said 1.00 acre tract and the northwest corner of said 1.81 acre tract, being the northeast corner of this tract, whence a 1/2" iron rod found near this corner bears North 19°54'02" West, a distance of 0.65 feet;

Thence South 14°22'32" East with the east line of said 1.00 acre tract and the west line of said 1.81 acre tract, a distance of 328.00 feet to the Point of Beginning;

Containing 1.66 acres of land.

Bearings, Distances, and Coordinates are based on the Texas Coordinate System, NAD 83, Central Zone (CORS).

08 December 2020

STATE OF TEXAS REGISTERED AARON SCOTT BURRELL 5689 PROFESSIONAL LAND SURVEYOR

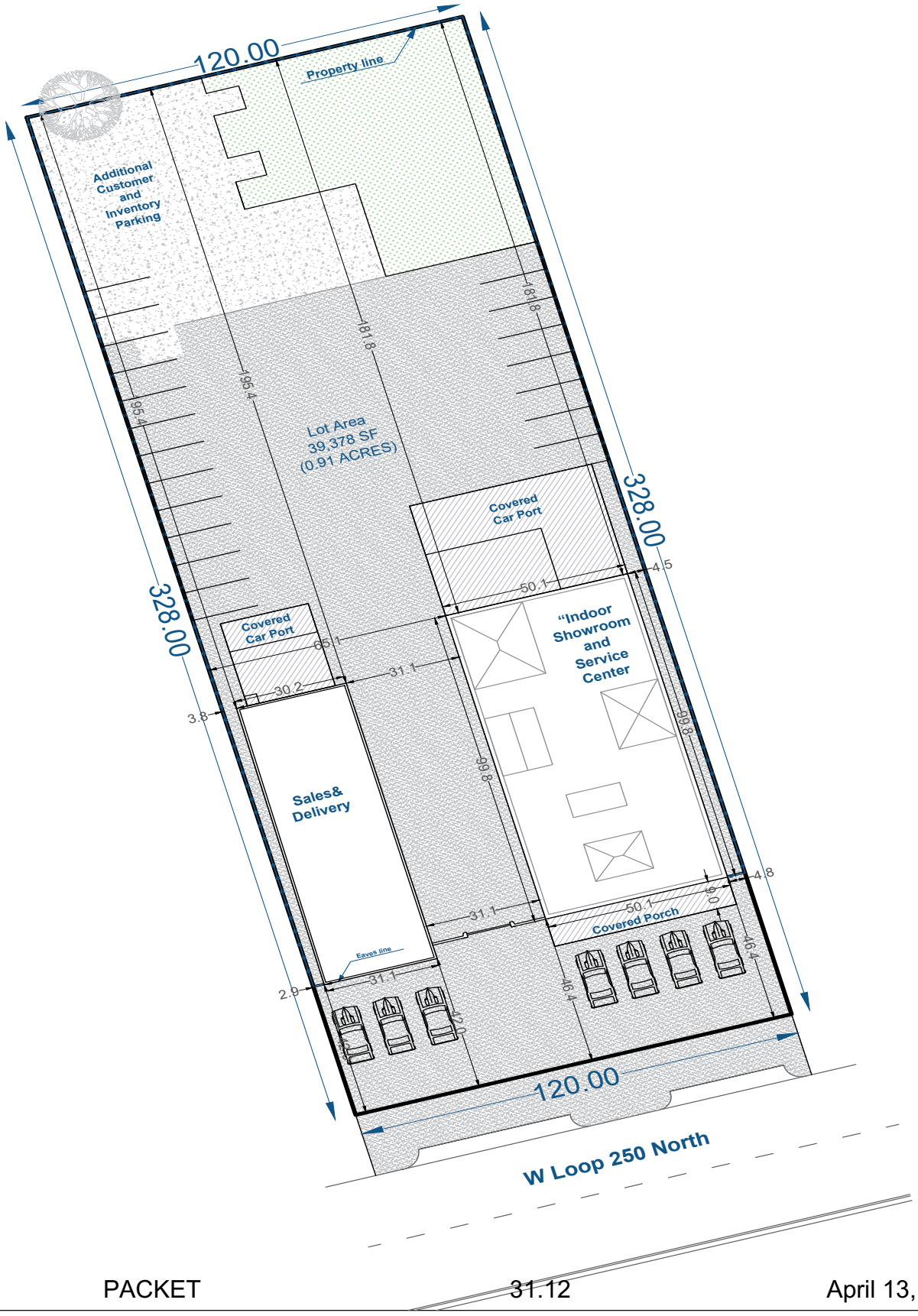
Aaron Scott Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL LAND SURVEYORS, LLC.

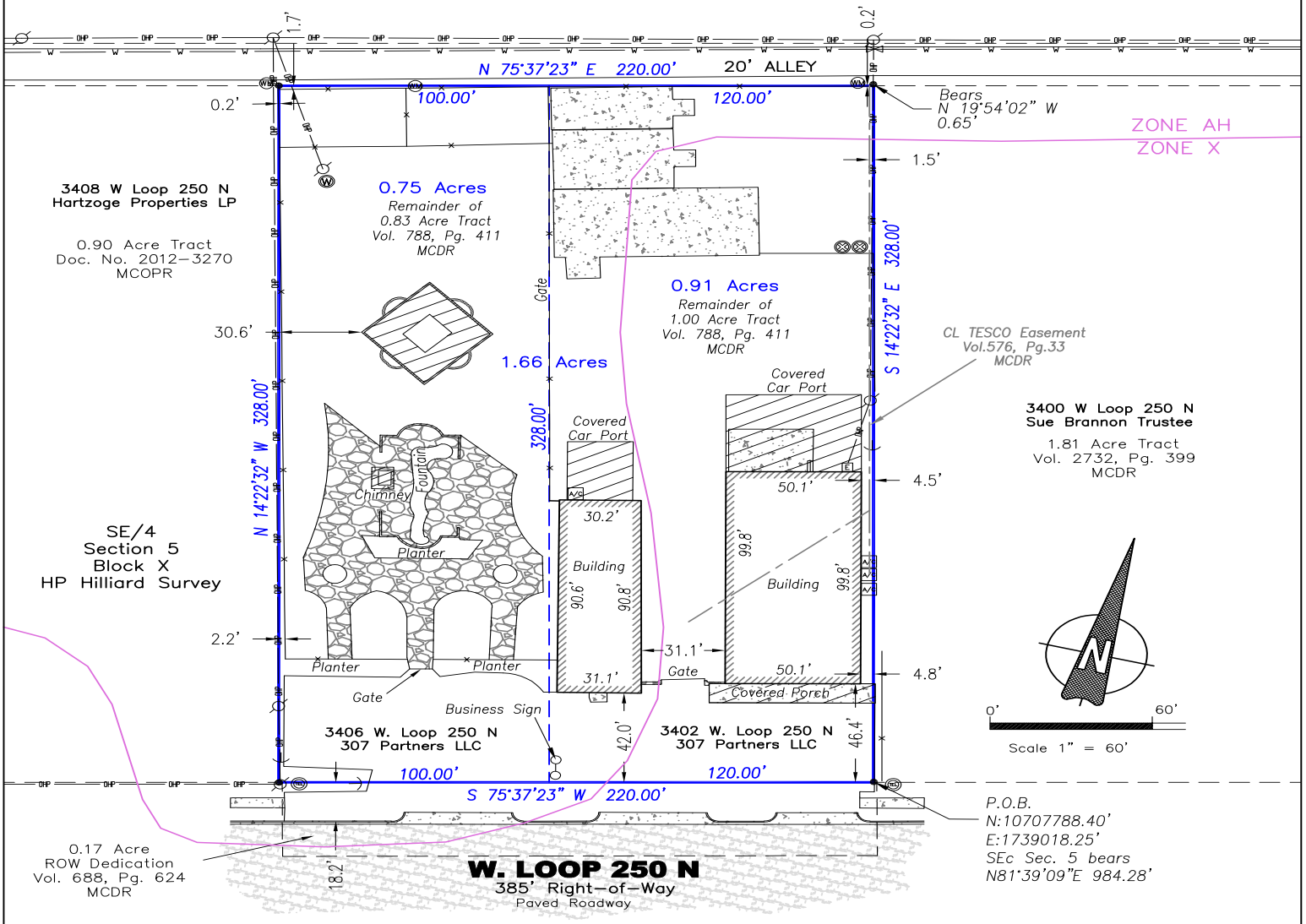
Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

EXHIBIT "B"

	Parcel#: 0001080.391.0010 Address: 3402 W Loop 250 North City, State, ZIP: Midland, Texas 79707 Purpose : Specific Use Designation Application Scale: 1"=30'	Owners: HERITAGE PROPERTIES Legal Info.: SEC: 5 SE/4 SURV: H P HILLIARD BLK: X Land Use Cat.: MISCELLANEOUS	



TITLE SURVEY OF A 1.66 ACRE TRACT OF LAND IN THE SE/4 OF SECTION 5, BLOCK X, HP HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS



SURVEY BASED ON TITLE COMMITMENT GF NO. WTA-80C-48802014909 PROVIDED BY WEST TEXAS ABSTRACT TITLE COMPANY ISSUED NOVEMBER 20, 2020 WITH AN EFFECTIVE DATE OF NOVEMBER 6, 2020.
SCHEDULE B (survey related items):
10.
b. Right of Way Easement to Gulf Refining Company, recorded in V82, P323, MCDR. – DOES NOT AFFECT
c. Right of Way to State of Texas, recorded in V115, P612, MCDR. – DOES NOT AFFECT
d. Easement and Right of Way to Texas Electric Service Company, recorded in V292, P326. MCDR. – DOES NOT AFFECT
e. Easement to Gulf Pipe Line Company and Gulf Gulf Production Company, recorded in V406, P720, MCDR. – DOES NOT AFFECT
f. Easement to Texas Electric Service Company, recorded in V430, P353, MCDR. – DOES NOT AFFECT
g. Guy and Anchorage Permit to Texas Electric Service Company, recorded in V464, P218, MCDR. – DOES NOT AFFECT
h. Easement and Right of Way to The Public, recorded in V567, P112 and V568, P1, MCDR. – DOES NOT AFFECT
i. Easement and Right of Way to Texas Electric Service Company, recorded in V568, P246, MCDR. – DOES NOT AFFECT
j. Easement and Right of Way to Texas Electric Service Company, recorded in V576, P33, MCDR. – AFFECTS, SHOWN

FLOOD NOTE:
Part of this Property is in Zone AH and DOES LIE within a Special Flood Hazard Area as graphically scaled onto FEMA Map No. 48329C0067F, Dated September 16, 2005, Prepared for Midland County, Texas.

I, Aaron S. Burrell, do hereby certify: This plat represents a legal survey made on the ground on December 02, 2020, by me, of the property legally described hereon. All information shown is true and correct to the best of my knowledge and belief.

08 December 2020

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

LEGEND

- Fd ½" Iron Rod
- Power Pole
- Water Meter
- Water Well
- Air Conditioner
- Sewer Cleanout
- Guy Wire
- Electric Meter
- Telephone Ped.
- Fence
- Rock

Bearings shown on this survey are relative to the Texas Coordinate System, NAD 1983, Central Zone (CORS).

AARON BURRELL LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

PACKET 31 13
April 13, 2021

METES & BOUNDS DESCRIPTION OF A 1.66 ACRE TRACT OF LAND IN THE SE/4 OF SECTION 5, BLOCK X, HP HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

Legal Description: 1.66 Acres of Land in the Southeast Quarter of Section 5, Block X, HP Hilliard Survey and Being All of a 1.00 Acre Tract and a 0.83 Acre Tract recorded in Volume 788 Page 411, Deed Records, Less and Except a 0.17 Acre Right of Way Dedication recorded in Volume 688 Page 624, Deed Records, all in the City of Midland, Midland County, Texas.

Boundary more fully described by metes and bounds as follows:

Beginning at (N: 10707788.40', E: 1739018.25') a 1/2" iron rod found in the north right of way line of W. Lop 250 N in the east line of said 1.00 acre tract and the west line of a 1.81 acre tract recorded in Volume 2732 page 399, Deed Records, being the southeast corner of this tract, whence the southeast corner of said Section 5 bears North 81°39'09" East, a distance of 984.28 feet;

Thence South 75°37'23 West with the north right of way line of said W. Loop 250 N, at a distance of 120.00 feet pass the west line of said 1.00 acre tract and the east line of said 0.83 acre tract, continuing for a total distance of 220.00 feet to a 1/2" iron rod found in the west line of said 0.83 acre tract and the east line of a 0.90 acre tract recorded in Document No. 2012–3270, Official Public Records, being the southwest corner of this tract;

Thence North 14°22'32" West with the west line of said 0.83 acre tract and the east line of said 0.90 acre tract, a distance of 328.00 feet to a 1/2" iron rod found in the south line of a 20 Foot Alley at the northwest corner of said 0.83 acre tract and the northeast corner of said 0.90 acre tract, being the northwest corner of this tract;

Thence North 75°37'23" East with the south line of said 20 Foot Alley, at a distance of 100.00 feet pass the northeast corner of said 0.83 acre tract and the northwest corner of said 1.00 acre tract, continuing for a total distance of 220.00 feet to a point for the northeast corner of said 1.00 acre tract and the northwest corner of said 1.81 acre tract, being the northeast corner of this tract, whence a 1/2" iron rod found near this corner bears North 19°54'02" West, a distance of 0.65 feet;

Thence South 14°22'32" East with the east line of said 1.00 acre tract and the west line of said 1.81 acre tract, a distance of 328.00 feet to the Point of Beginning;

Containing 1.66 acres of land.

Bearings, Distances, and Coordinates are based on the Texas Coordinate System, NAD 83, Central Zone (CORS).

08 December 2020

STATE OF TEXAS REGISTERED AARON SCOTT BURRELL 5689 PROFESSIONAL LAND SURVEYOR

Aaron Scott Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

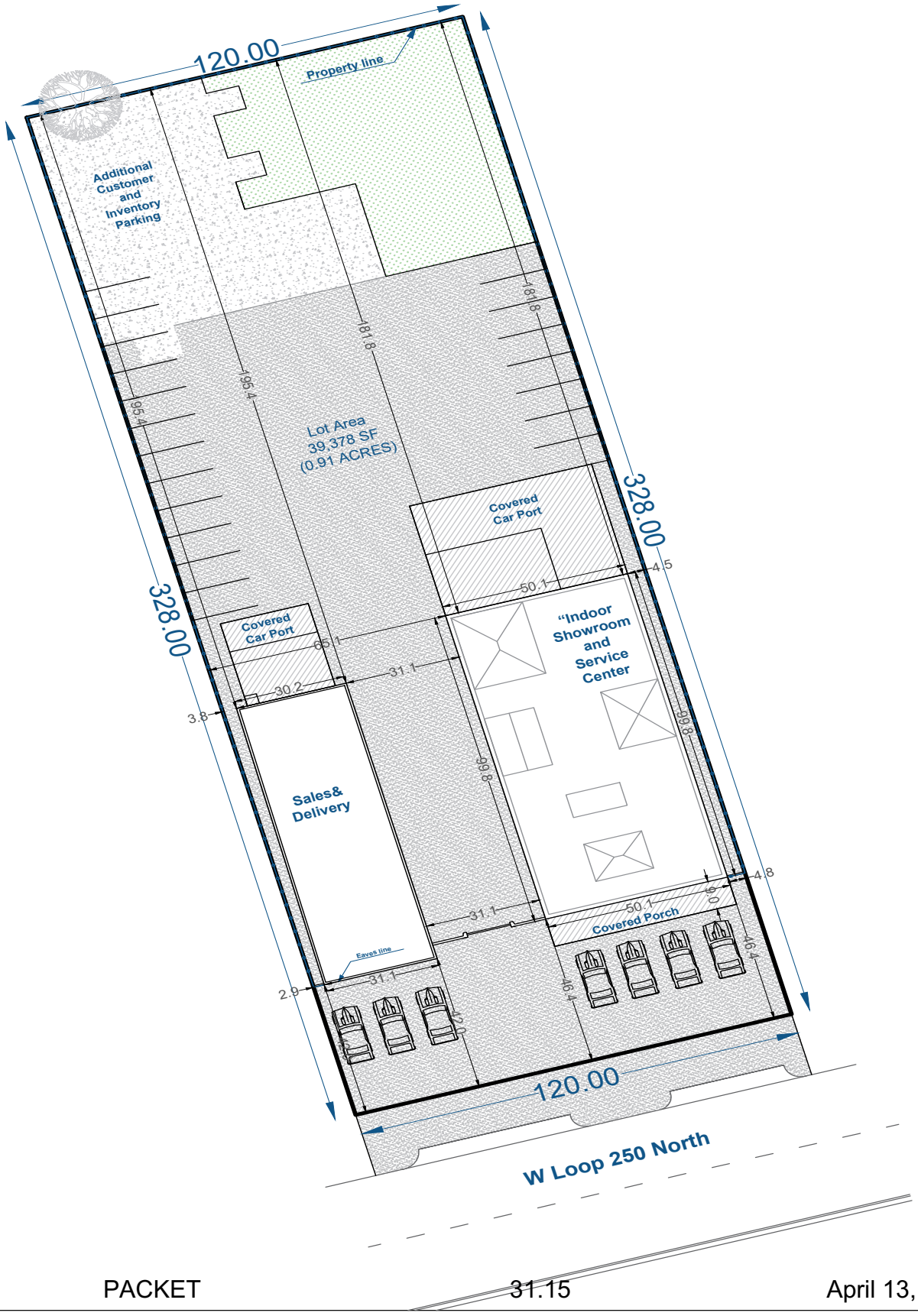
Parcel#: 0001080.391.0010
Address: 3402 W Loop 250 North
City, State, ZIP: Midland, Texas 79707
Purpose : Specific Use Designation Application

Scale: 1"=30'

Owners: HERITAGE PROPERTIES

Legal Info.: SEC: 5 SE/4 SURV: H P HILLIARD BLK: X

Land Use Cat.: MISCELLANEOUS



MIDLAND
Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: SUDwo-21-0021

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Landon Torres		Phone 432-664-7764 Email	
Address PO Box 80789	City Midland	State TX	Zip 79708

Property Owner Printed Name: Jeff Somers (307 Partners, LLC)		Phone 432-664-7764 Email	
Address 3402 W Loop 250 N	City Midland	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Landon Torres		Phone 432-664-7764 Email	
Address PO Box 80789	City Midland	State TX	Zip 79708

Type of Permit: SUD

For Office Use Only
☐ with Term ☐without Term

Is there any Code Enforcement action pending on property? ☐ Yes ■ No

Street Address: 3402 W Loop 250 N

Legal Description
Lot: 10 Block: 391 Subdivision:

Current Zoning: RR

Maximum Floor Area: 7700 **Maximum Occupancy:** 30

Proposed hours and days of use or operation: Monday-Friday 8:00 AM-6:00 PM Motor vehicle sales and repair.
A business providing sales, display and service of new and used motorized vehicles

Reason for request: Texland plans to open a retail location on Loop 250 to gain a competitve location to other dealers and service centers in this area of town.

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: There are already other dealerships and service centers for vehicles on loop 250 within a two miles radius both ways that handle a much larger volume of vehicle sales and service work. Texland will conduct business in a similar way that will not affect the general welfare of the public.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing
  - Parking (if applicable)
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 1/12/2021
Applicant (printed): Landon Torres	
Property Owner (signature):	Date: 1/12/2021
Property Owner (printed) : Jeff Somers	

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 Landon Torres who, being by me duly sworn, upon oath says: That (s)he is authorized by Jeff Somers, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 20 day of January, 2021, to certify which witness my hand and seal of office.

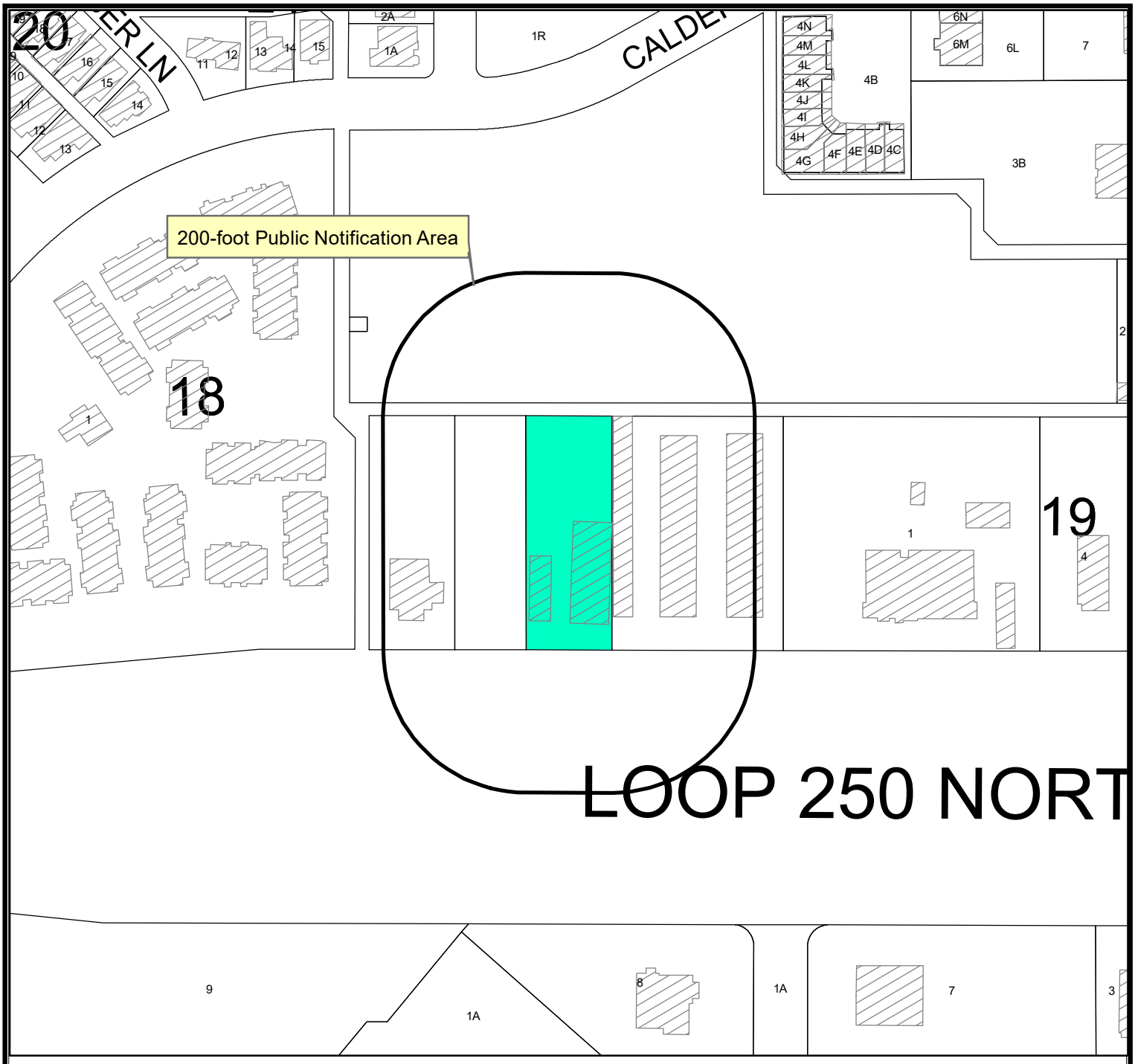
CANDAS LUCKETT
Notary Public, State of Texas
Comm Expires 03-15-2023
Notary ID 126027725

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☐ Site Plan in Digital Format (PDF/JPEG)
Check # 01029	
Received By: Joseph Maynard	Date: RECEIVED JAN 21 2021 BY:

****Application will not be considered for scheduling until reviewed by a planner.****



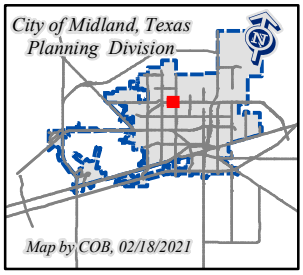
LOCATION MAP

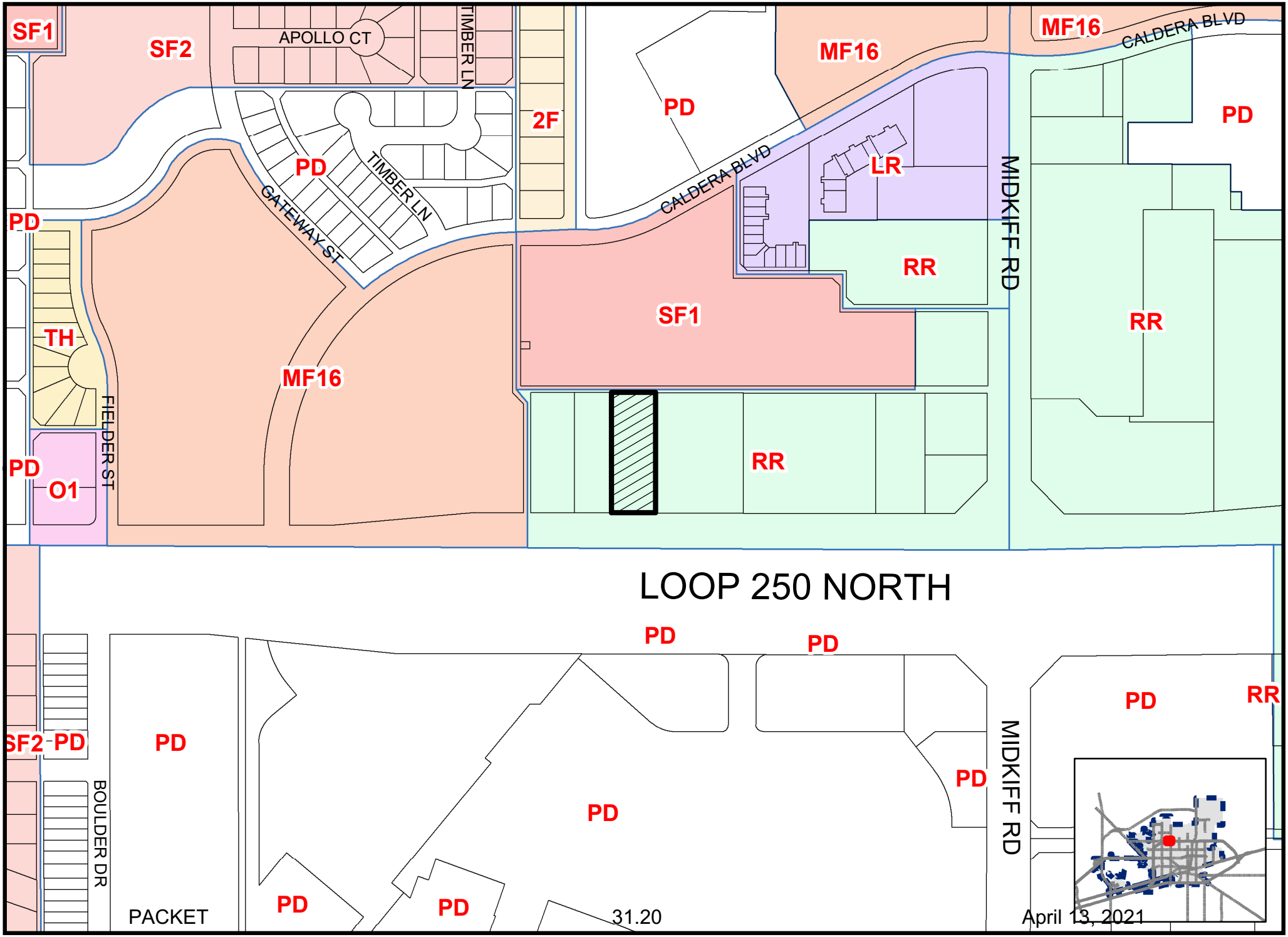
SUDwo-21-0021 **Scale: 1" = 200'**

Consider a Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Services on a 0.904-acre tract of land located in Section 5, Block X, HP Hilliard Survey, City and County of Midland, Texas. (Generrally located on the north side of W. Loop 250 North, approximately 966-feet west of N. Midkiff Road. Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By JM, 02/23/2021

SUDwo-21-0021

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.

RECEIVED
FEB 2 5 2021
BY: .....?.....
Site plan?

MIDLAND
Planning Division

BRANNON SUE TRUSTEE
4501 CARDINAL LANE
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 **Monday**, **March 1, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701, and via videoconference on a request by **Landon Torres** for approval of a **Specific Use Designation without Term** on the following described property:

LEGAL DESCRIPTION: On a 0.904-acre tract of land located in Section 5, Block X, HP Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located on the north side of W. Loop 250 North, approximately 966 feet west of N. Midkiff Road. (Council District 1)

CURRENT ZONING: RR, Regional Retail District.

SPECIFIC USE: Automobile or other Motorized Vehicle Sales and Services.

I highly Object to this Zone change!

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:** We do not need a car dealership on this used car lot Existing bldg will not accomodate a service repair departme Land is not large enough for this 868 Storage Units

Required Information:

Sue Brannon
Property Owner's Signature

SUE BRANNON
Printed Name

3400 W Loop 250 North
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 al: 685-7400

Notices Mailed: 3
Date Mailed: 02/19/2020
Case Number: SUDwo-21-0021
Case Name: 307 Partners, LLC
Planner's Initials: JM

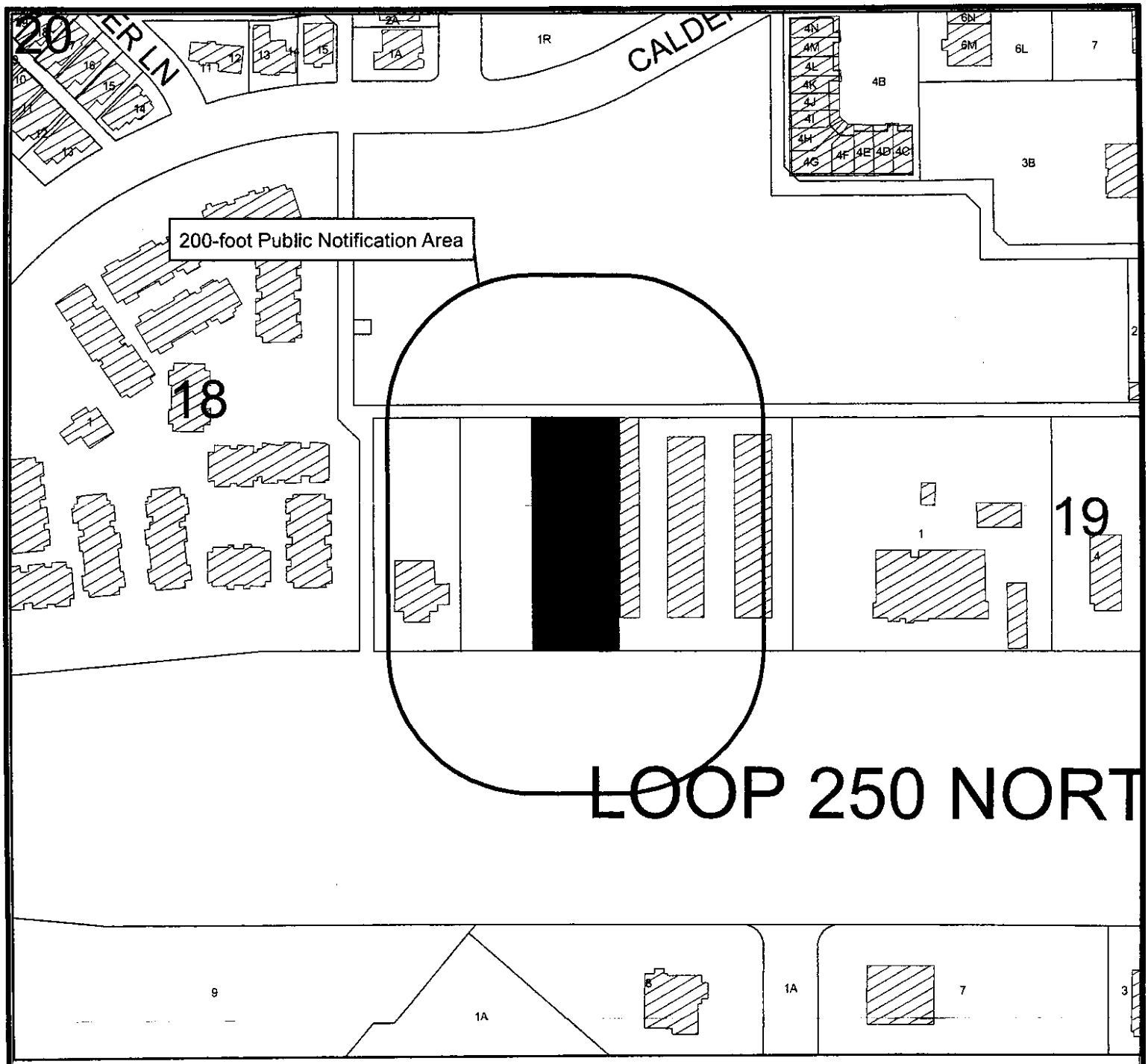
Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

Joseph main
Mailed Feb 26 2021

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

868 Storage Units
Sue Brannon
4501 Cardinal Lane
Midland, Texas 79707

Sole Owner of
868 Storage Units + Property
6945588



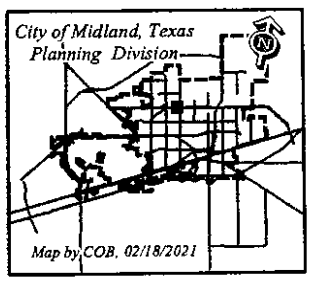
LOCATION MAP

SUDwo-21-0021 **Scale: 1" = 200'**

Consider a Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Services on a 0.904-acre tract of land located in Section 5, Block X, HP Hilliard Survey, City and County of Midland, Texas. (Generrally located on the north side of W. Loop 250 North, approximately 966-feet west of N. Midkiff Road. Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



TOWN & COUNTRY VETERINARY HOSPITAL

3408 W. Loop 250 N • Midland, TX 79707 • 432-520-4427

February 25, 2021

Cristina Odenborg Burns
Planning Manager
Planning & Zoning Commission
300 N. Loraine, Ste. 440
Midland, TX 79701

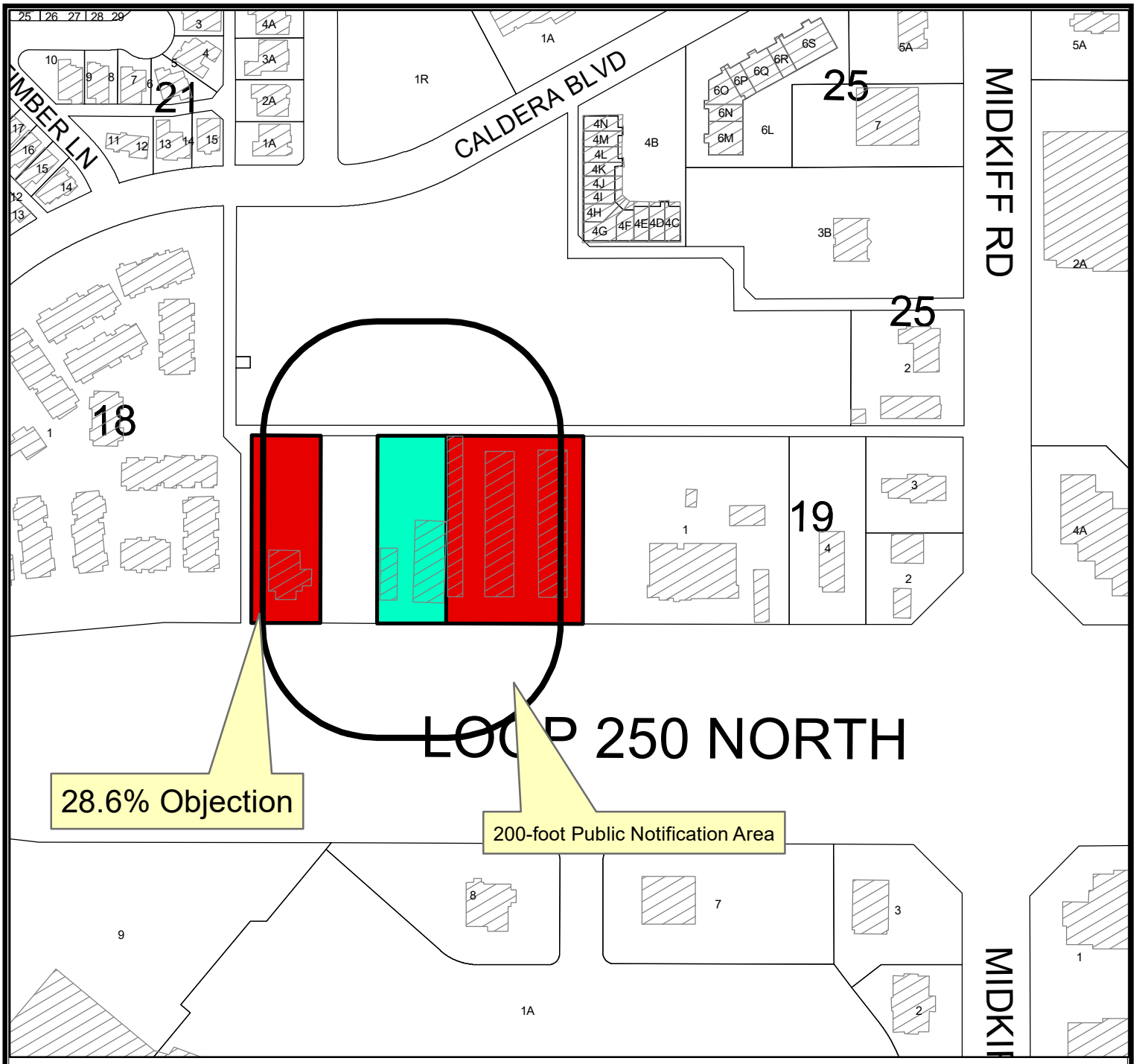
Dear Mrs. Burns:

My name is Riordan L. Hartzoge. I am the owner of Town and Country Veterinary Hospital, located at 3408 W. Loop 250 N. This letter is to inform you that I am in protest of the potential rezoning of both 3404 W Loop 250 N and 3406 W Loop 250 N for specific use designation without term. I am joining this protest with Sue Brannon, owner of the 868 Storage Units directly to the East of the potential rezoning area.

If you have any further questions, please feel free to contact me at the number below.

Thank you,

Riordan L. Hartzoge, DVM
432-520-4427



LOCATION MAP

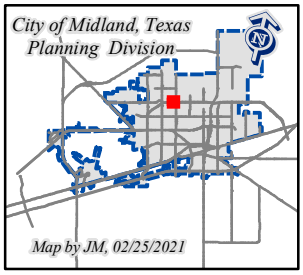
SUDwo-21-0021 **Scale: 1" = 250'**

Consider a request by Landon Torres for a Specific Use Designation without Term for Automobile Sales and Service, on a 0.904-acre tract of land located in Section 5, Block X, HP Hilliard Survey, City and County of Midland, Texas.

Generally located on the north side of W. Loop 250 North, approximately 966 feet west of N. Midkiff Road. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 13, 2021




Texans Helping Te
H-E-B




FOR
SALE
1.65 Acres

City Council Meeting

Item Number: 32

Meeting Date: April 13, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE SOUTH 50 FEET OF THE NORTHWEST QUARTER AND THE NORTH 50 FEET OF THE SOUTHWEST QUARTER OF BLOCK 19, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH TERRELL STREET, APPROXIMATELY 143 FEET SOUTH OF EAST KANSAS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Eliseo Carreon, is requesting a Zone Change from MF-22, Multiple Family Dwelling District to SF-3 Single Family Dwelling District at 706 and 708 North Terrell Street to construct single family residences.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Discussion:

Current Zoning:

MF-22, Multiple Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north, south, and west are zoned MF-22, Multiple Family Dwelling District, and the locations of single-family residences. The properties to the east are zoned RR, Regional Retail District and the locations of vacant land and a single family residence.

Analysis:

The applicant is requesting this zone change to be able to construct single-family homes. The properties are currently at the final phase of the platting process. Approval of this zone change is required for the lots to conform to the dimensional regulations of the Zoning Ordinance.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objection.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

Under the previous zoning code, the current zoning district would have allowed for construction of single family homes, which allowed for the proliferation of their construction in this area. Under the new Zoning Ordinance adopted in 2019, construction of single family homes was restricted to single-family dwelling districts.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for Urban Medium Neighborhood Center, a classification which calls for a mix of uses including single family detached housing.

This request was recommended for approval at the March 1, 2021 Planning and Zoning Commission meeting.

Therefore, 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.

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 March 17, 2021.

Attachments:

Application
Maps
Preliminary plat of Homestead, Section 18

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE SOUTH 50 FEET OF THE NORTHWEST QUARTER AND THE NORTH 50 FEET OF THE SOUTHWEST QUARTER OF BLOCK 19, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH TERRELL STREET, APPROXIMATELY 143 FEET SOUTH OF EAST KANSAS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

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 the south 50 feet of the northwest quarter and the north 50 feet of the southwest quarter of Block 19, Homestead 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., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular

meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0217

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Eliseo Carreon		Phone (817) 841-5269 Email ec71061@gmail.com	
Address 3117 Mariana Av.	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Schumann Engineering Printed Name: Eduardo L. Aleman		Phone (432) 684-5548 Email ealeman@schumann online.net.	
Address 800 N. Marienfeld, Suite 100	City Midland	State Tx	Zip 79701

Street Address: 706 & 708 N. Terrell

Legal Description
Lot: 9-10 Block: 19 Subdivision: Homestead Addn Sec. 18. (Platting Process)

Current Zoning: MF-22

Proposed Zone: SF-3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To meet Minimum Lot widths of 50'

Present Use of Property: Vacant Lots

Proposed Use of Property: Residence

How would this zone change affect the public health, safety and welfare?

Describe how conditions affecting the property have changed since present zoning designation:

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Eduardo L. Aleman	Date: 2-2-21
Applicant (printed): Ed Aleman	
Property Owner (signature): Eliseo	Date: 2-2-21
Property Owner (printed) : Eliseo Carreon	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Eliseo Carreon the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Eduardo L. Aleman
Authorized Agent (signature)

Subscribed and sworn to before me, this 2nd day of February, 20 21, to certify which witness my hand and seal of office.

HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-05-2024
Notary ID 132509132

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 1559	
Received By: Joseph Maynak	Date: RECEIVED FEB 02 2021 BY:

****Application will not be considered for scheduling until reviewed by a planner.****

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Minerva Gutierrez	Date: 2/25/21
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 Eduardo Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of Minerva 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.

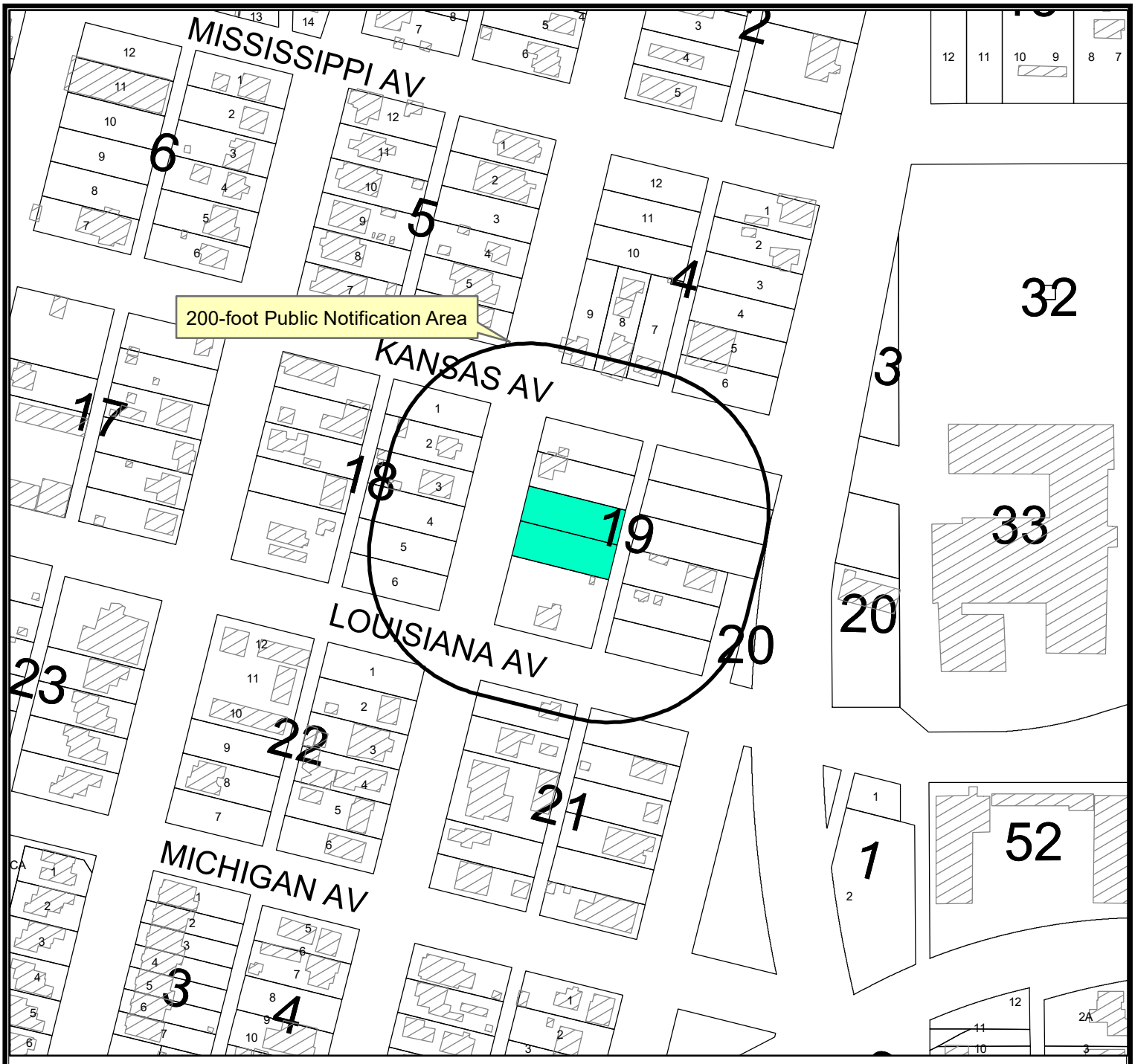
Eduardo L Aleman
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 25th day of February, 2021, to certify which witness my hand and seal of office.

HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-05-2024
Notary ID 132509132

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # _____	
Received By:	Date:



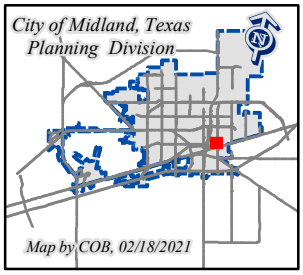
LOCATION MAP

Z-21-0217 **Scale: 1" = 200'**

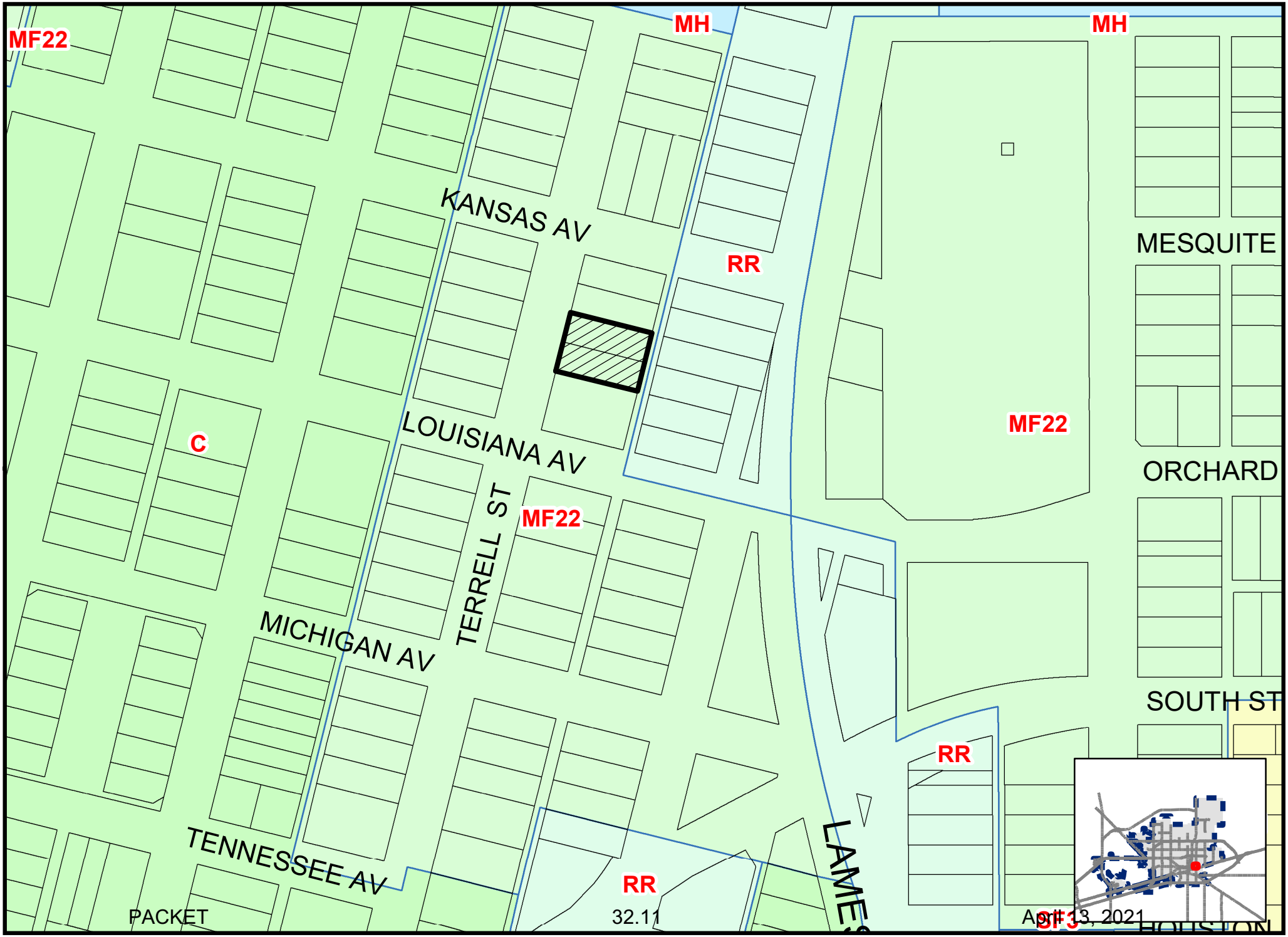
Consider a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District onthe south 50 feet of the northwest quarter and the north 50 feet of the southwest quarter of Block 19, Homestead Addition, City and County of Midland, Texas. (Generally located on the east side of N. Terrell Street, approximately 143 feet south of E. Kansas Avenue. Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 13, 2021



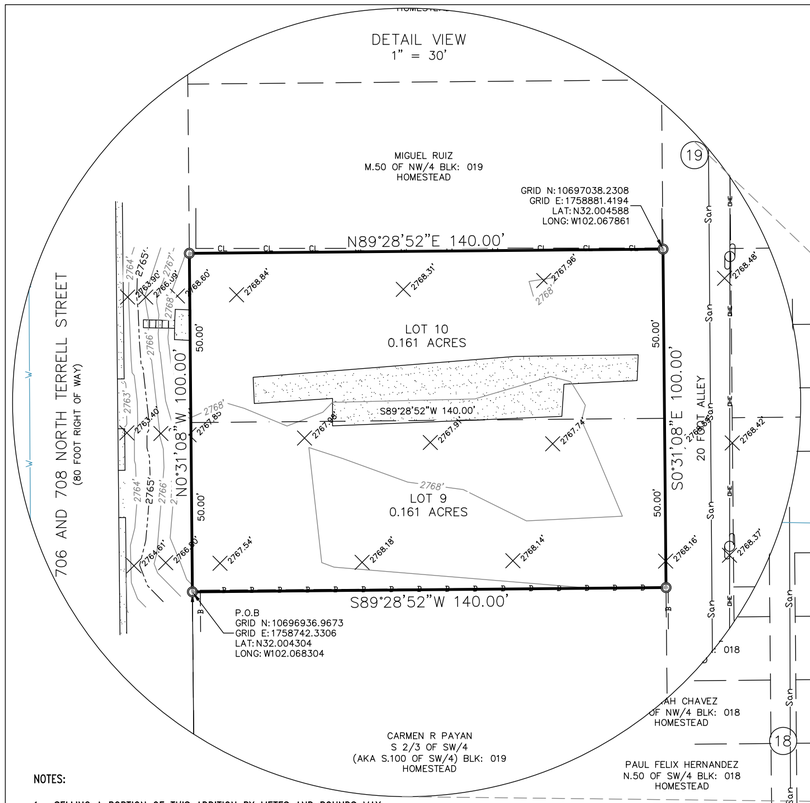
Map By JM, 01/12/21

Z-21-0217

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



NOTES:

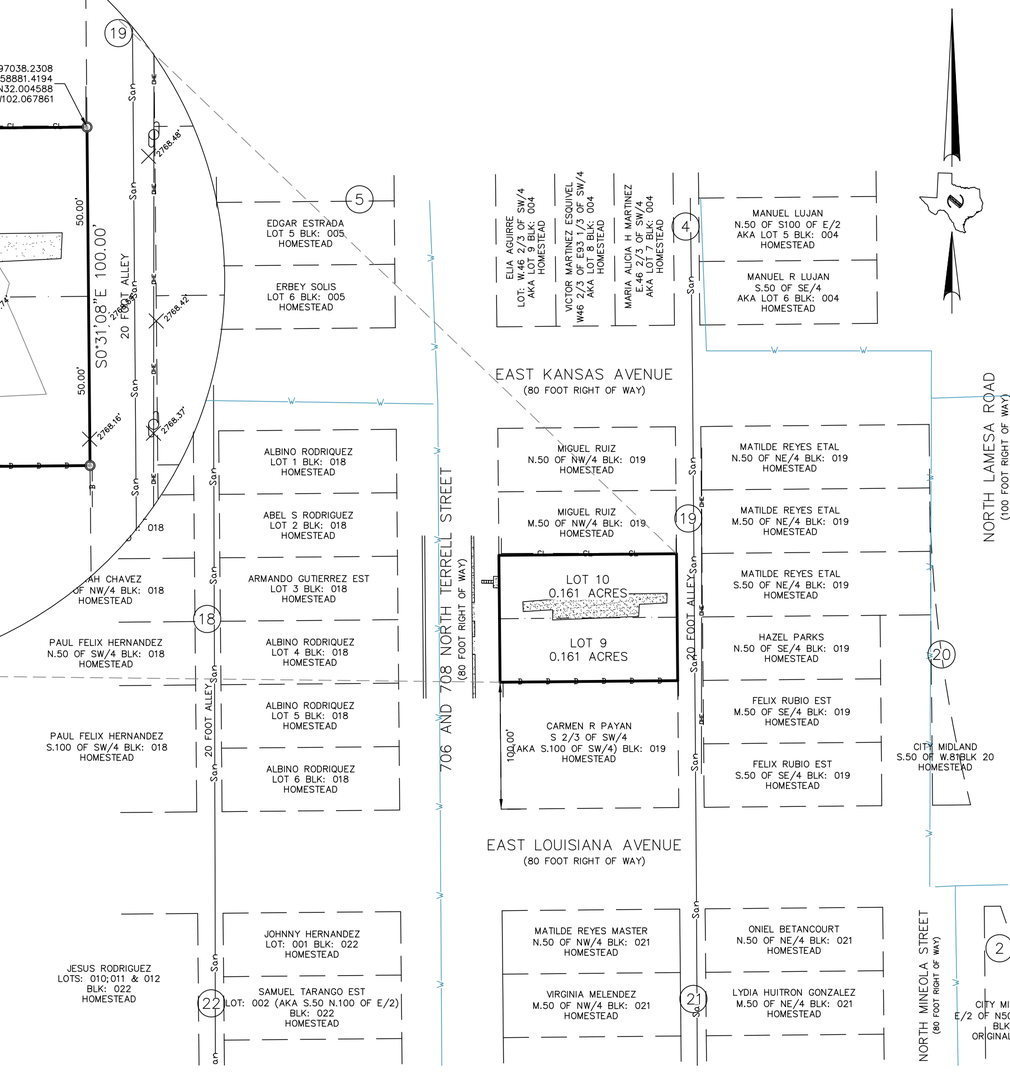
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

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 0.321 ACRE TRACT IS REPLATTED FOR SUBDIVISION INTO MORE THAN ONE TRACT OR (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.

5. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.



SYMBOLS LEGEND

PROPERTY CORNER	WIRE FENCE	WATER WELL
POWER POLE	RETIRED BREAKER BOX	LOT LINES
OVERHEAD ELECTRIC	PROPERTY LINE	TELEPHONE PEDESTAL
GAS METER	GAS RISER	SEWER MANHOLE

THIS PLAT HAS BEFORE 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 HOMESTEAD ADDITION, SECTION 18. WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, ON THIS _____ DAY OF _____, 2020.

SIGNED: _____
CHAIRMAN REGGIE LAWRENCE

ATTEST: _____
SECRETARY CRISTINA ODENBORG BURNS

GRAPHIC SCALE
0 80' 160'
(IN FEET)
1 inch = 80 ft.

NO.	DATE	DESCRIPTION	BY
1	7/27/20	PRELIMINARY PLAT	KDS

DRAWN BY: KDS | DATE: 2/10/2020
CHECKED BY: RJD | DRAWING NO.: 77216EC
JOB NO.: 77,216 | SHEET 1 OF 1

PRELIMINARY PLAT

HOMESTEAD ADDITION, SECTION 18

BEING A REPLAT OF SOUTH 50.00 FEET OF THE NW/4 OF BLOCK 19 AND, THE NORTH 50.00 FEET OF THE SW/4 OF BLOCK 19, HOMESTEAD ADDITION, AN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS

STATE OF TEXAS

COUNTY OF MIDLAND

WHEREAS, I AM THE RECORD OWNER OF A TRACT OF LAND SITUATED IN THE NW/4 OF BLOCK 19 AND THE NORTH 50.00 FEET OF THE SW/4 OF BLOCK 19, HOMESTEAD ADDITION, MIDLAND COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED HEREON.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS HOMESTEAD ADDITION, SECTION 18, 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____ .

_____
MINERVA GUTIERREZ

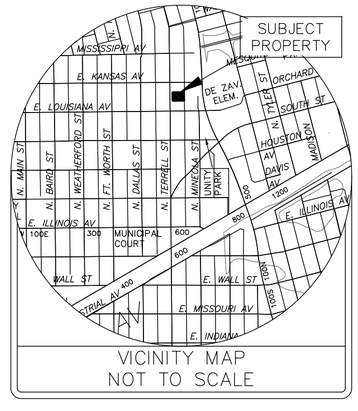
STATE OF TEXAS:
COUNTY OF MIDLAND:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 20____, MINERVA GUTIERREZ.

_____
NOTARY PUBLIC
MIDLAND COUNTY, TEXAS

OWNER:

MINERVA GUTIERREZ
3117 MARIANA AVENUE
MIDLAND TX 79701
(817) 841-5269
ec71061@gmail.com



PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO._____CABINET ____
DATE_____PAGE_____

SCHUMANN
ENGINEERING CO.
A LATERAL LAND COMPANY
CIVIL ENGINEERING - LAND SURVEYING
800 N. MARIENFELD STREET SUITE 100
MIDLAND, TEXAS 79701
TEXAS FIRM No. F1880 - TEXAS FIRM No. 10149500
Office (432) 684-5548

HOMESTEAD ADDITION SECTION 18








PUMA
STOP

City Council Meeting

Item Number: 33

Meeting Date: April 13, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 4, REPLAT OF WINDWOOD PARK, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LR, LOCAL RETAIL DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MAIN STREET AND ELM AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, L2 Diversified Investments, is requesting a zone change from LR, Local Retail District to 2F, Two-Family Dwelling (Duplex) District, to construct a duplex.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Surrounding Zoning and Land Use:

The property to the north is zoned 2F, Two-Family Dwelling (Duplex) District and the location of a vacant lot. The property to the east is zoned LR, Local Retail District, and the location of a vacant lot. The property to the south across Elm Avenue is zoned 2F, Two-Family Dwelling

(Duplex) District, and the location of a medical care facility. The property to the west across N. Main Street is zoned 2F, Two-Family Dwelling (Duplex) District, and the location of a vacant lot.

Analysis:

The applicant is requesting this zone change to construct a duplex on the property. The lot dimensions satisfy the minimum requirements for the 2F zoning district.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No 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.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This proposed development fits with Chapter 3, An Integrated Land Use Vision, “Future Land Use Map” of the Tall City Tomorrow comprehensive plan as this area is called for Urban

Medium Neighborhood Center. This designation calls for a mix of housing types, including single-family and townhomes, along with a mix of traditional neighborhood businesses. Additionally, the prevailing land uses in this area are mostly residential.

This request has been recommended for approval by a unanimous vote at the March 15, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from LR, Local Retail District to 2F, Two-Family Dwelling (Duplex) District, subject to condition A.

Condition:

A. That the use and development of the property shall conform to the regulations of the 2F, Two-Family Dwelling (Duplex) District.

Letters of Objection:

Staff has not received any objections as of April 7, 2021.

Attachments:

Application
Maps

Robert Pahlmeyer

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 4, REPLAT OF WINDWOOD PARK, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LR, LOCAL RETAIL DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MAIN STREET AND ELM 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 8, Block 4, Replat of Windwood Park, City and County of Midland, Texas (the "Property") to 2F, Two-Family Dwelling (Duplex) 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 LR, Local Retail District to 2F, Two-Family Dwelling (Duplex) District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0211

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Liliana Vergara		Phone (570) 3803550 Email members@l2diversifiedinvestments.com	
Address 5507 San Clemente	City Midland	State TX	Zip 79707
Property Owner Printed Name: L2 Diversified Investments		Phone (570) 3803550 Email members@l2diversifiedinvestments.com	
Address 5507 San Clemente Dr.	City Midland	State TX	Zip 79707
Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address:

Legal Description
Lot: 8 Block: 4 Subdivision: Widwood Park

Current Zoning: LR Local Retail District.

Proposed Zone: MF-16
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Project to develop 4 units duplexes.

Present Use of Property: it is a lot.

Proposed Use of Property: it is a lot

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)

Signatures	
Applicant (signature):	Date:
Applicant (printed): Liliana Vergara	
Property Owner (signature):	Date:
Property Owner (printed) : Liliana Vergara	

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.

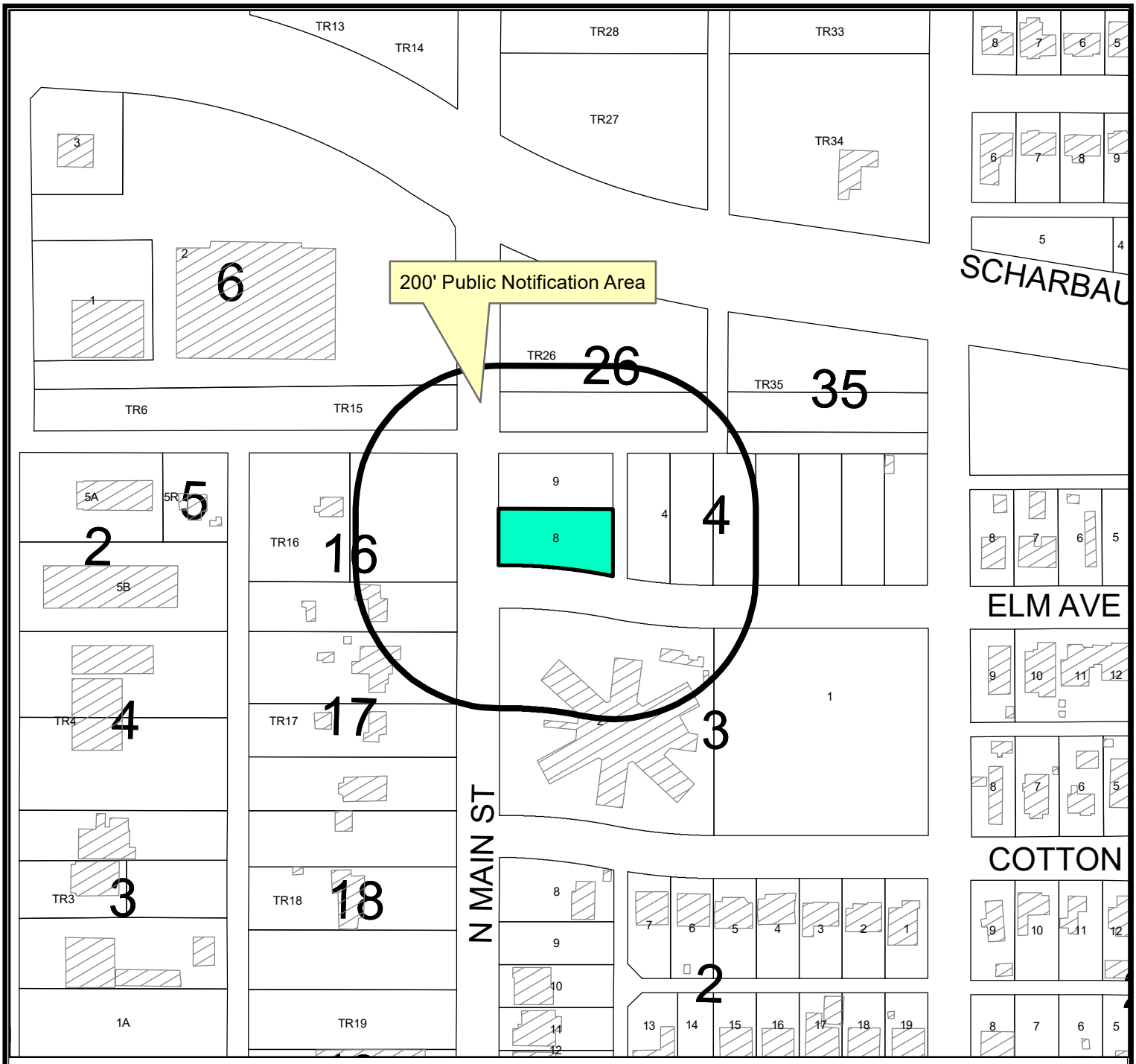
_____
Authorized Agent (*signature*)

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 #_____	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

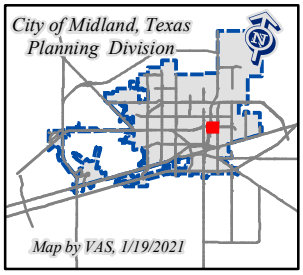
Z-21-0211 **Scale: 1" = 200'**

Consider a request by L2 Diversified Investments for a zone change from LR, Local Retail District, to 2F, Two-Family Dwelling (Duplex) District on Lot 8, Block 4, Replat of Windwood Park, City and County of Midland, Texas.

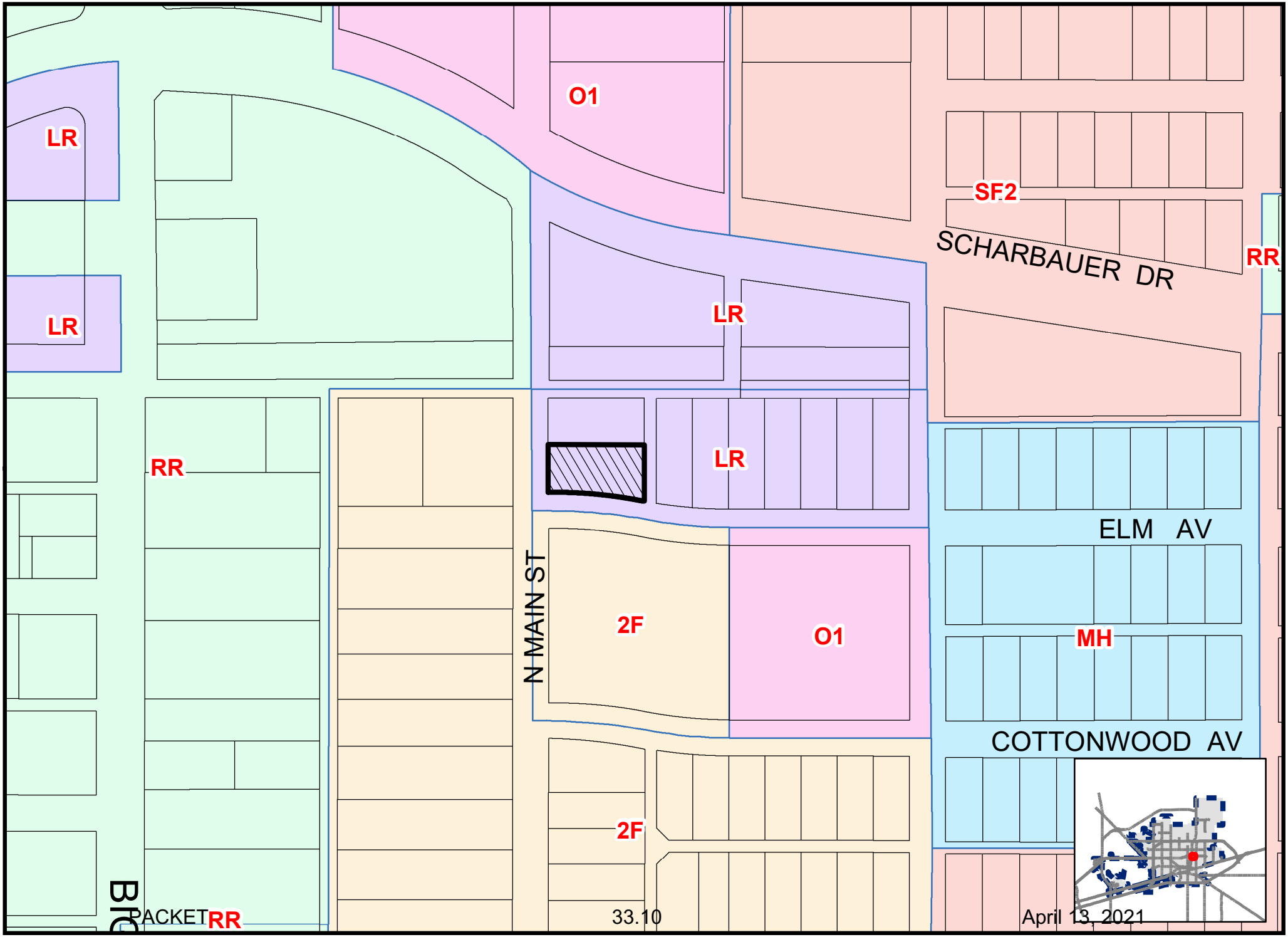
Generally located on the northeast corner of the intersection of N Main Street and Elm Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT DESIGNED TO BE USED AS 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 VAS, 1/19/2021

Z-21-0211

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.








STOP

City Council Meeting

Item Number: 34

Meeting Date: April 13, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE NORTH HALF OF LOT 11 AND ALL OF LOT 12, BLOCK 187, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST FLORIDA AVENUE AND SOUTH BAIRD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)**

Purpose:

Jorge Ramos is requesting a Specific Use Designation with term, for the property located at 200 E. Florida Avenue to be able to sell all alcoholic beverages for on premises consumption, within a bar. The property is zoned RR, Regional Retail District, which allows for the sale and on premises consumption of alcoholic beverages with the approval of a Specific Use Designation.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

Surrounding Zoning and Land Use:

The property is located at 200 E. Florida Avenue, in the RR, Regional Retail District. The property to the north, across E. Florida Avenue is zoned RR, Regional Retail District, and the location of a retail store. The property to the east is zoned RR, Regional Retail District, and the location of a bakery. The property to the south is zoned RR, Regional Retail District, and the location of a vacant lot. The property to the west, across S. Baird Street, is zoned RR, Regional Retail District, and the location of a car wash facility.

Discussion:

Jorge Ramos is requesting a Specific Use Designation with term, for the property located at 200 E. Florida Avenue to be able to sell all alcoholic beverages for on premises consumption, within a bar. The property is zoned RR, Regional Retail District, which allows for the sale and on premises consumption of alcoholic beverages with the approval of a Specific Use Designation.

The floor plan attached hereto as “Exhibit A” illustrates that the establishment, will have a total square footage of 3058 square feet, with an alcohol serviceable area of 1,600 square feet.

The proposed site plan provides adequate access and internal circulation.

The restaurant has the following hours of operation and alcohol service:

Monday through Saturday from 10:00 a.m. to 12:00 a.m. (midnight)
Sunday from 12:00 p.m. (noon) to 12:00 a.m. (midnight)

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection.

Building Code: (Approved with Conditions)

The SUD for La Cantina is acceptable. The property must adhere to the maximum occupant load of 106 persons. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Their floor plans state that their occupancy is 130 but based on the standard code of dividing the serviceable area sq ft by 15, it is only a 106 occupancy.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections.

Code Administration: (Approved)

No comments.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive plan, Chapter 6 Character Plan - Goal 4, “Encourage the development of places where Midland residents can gather and socialize to build connections” (Tall City tomorrow, page 137).

This request was recommended for approval at the March 15, 2021 Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, subject to Conditions A through F.

Conditions:

A. **That the serviceable area of the bar shall be limited to approximately 1,600 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 2:00 a.m., of the following day.

C. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

D. That the establishment shall meet all requirements of the Fire Department and Code Administration.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

F. That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of April 7, 2021, staff has not received any letters of objections.

Attachments:

Floor Plan (Exhibit A)
Application
Maps
Ordinance No. 10000

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 THE NORTH HALF OF LOT 11 AND ALL OF LOT 12, BLOCK 187, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST FLORIDA AVENUE AND SOUTH BAIRD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for the north half of Lot 11 and all of Lot 12, Block 187, Southern 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 bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,600 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 11:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the

descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Address: W Florida Ave.
Midland, TX

Remodeling Bar

Notes:
Capacity: 130
Area serving: 1600sqft
Total building: 3158sqft

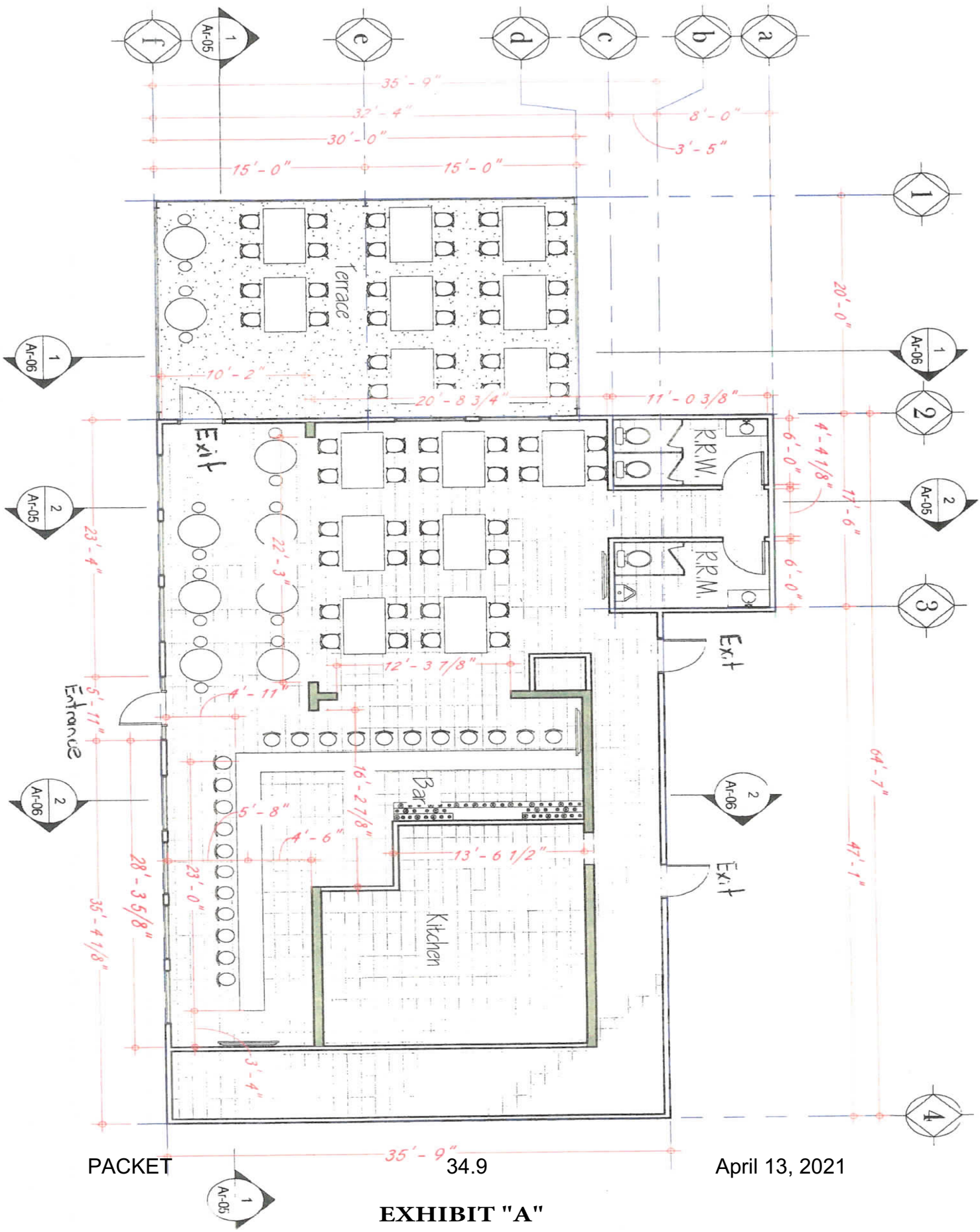
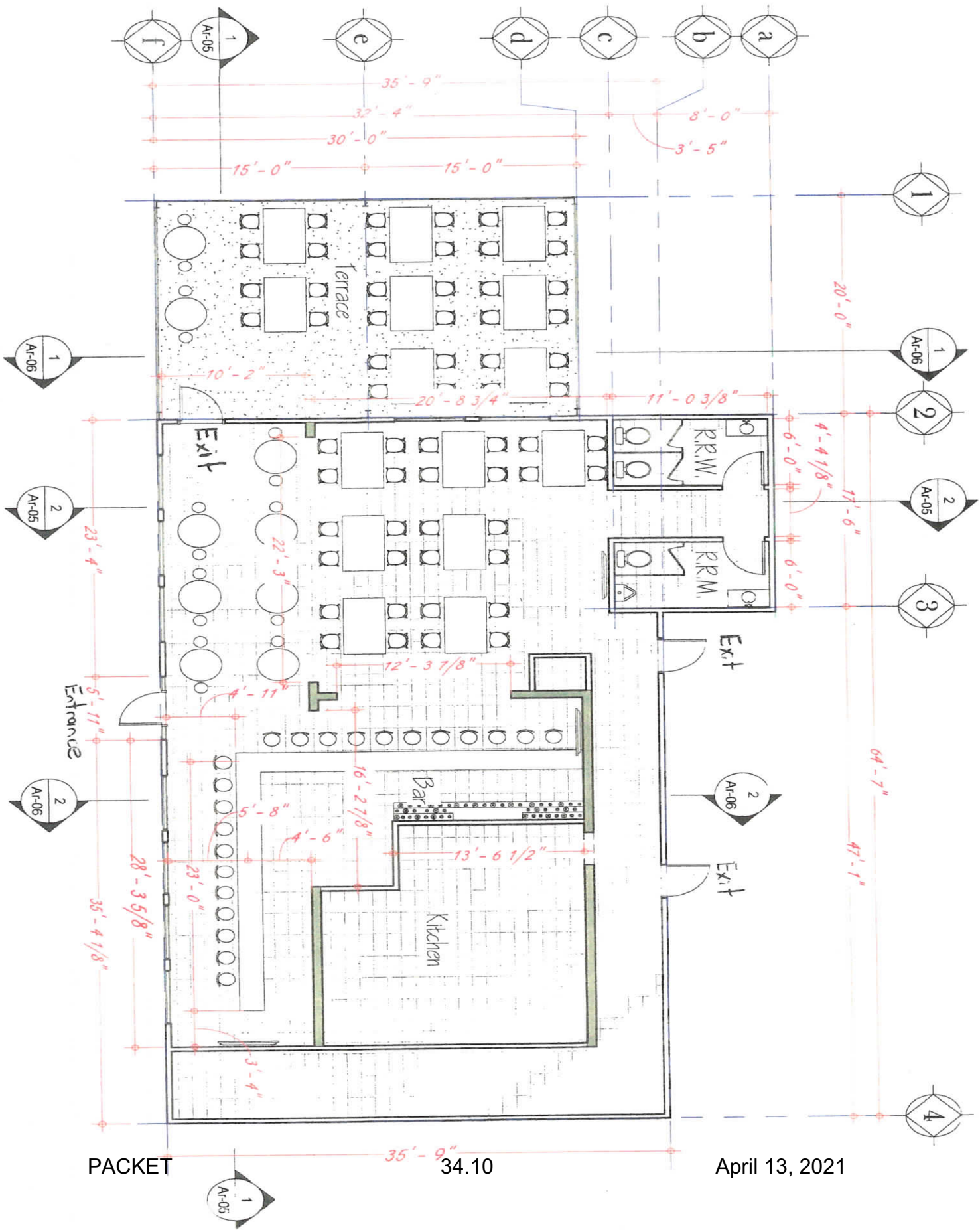


EXHIBIT "A"

Address: W Florida Ave.
Midland, TX

Remodeling Bar

Notes:
Capacity: 130
Area serving: 1600sqft
Total building: 3158sqft



MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUB-21-0096

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jorge Ramos		Phone (806) 274-1469 Email jr9118223@gmail.com	
Address 304 Thomas St	City Midland	State Tx	Zip 79703
Property Owner Printed Name: ROBERT OCHOA		Phone (432 967-6617 Email	
Address 3200 PARK LN	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: 200 East Florida

Business Name: LA CANTINA

Legal Description
Lot: Block: Subdivision:

Current Zoning:

Reason for Request: _____

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Bar

Proposed/Current Days and Hours of Operation: MON-SUN 11:00 AM-2:00 AM

Proposed Days and Hours of Alcohol Service: MON-SUN 11:00 AM-2:00 AM MON-SUN

Total Square Footage of Business: 3058 Sqft

Square Footage of Alcohol Serviceable Area: 1600 Sqft

Restroom Fixtures:	*Men*	**Toilets/Urinals:** /	**Bathroom Sinks:**
	Women	**Toilets:**	**Bathroom Sinks:**

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: 2/9/21

Applicant (printed): JORGE V RAMOS

Property Owner (signature): Robert Ochoa Date: 2-9-21

Property Owner (printed) : ROBERT OCHOA

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 in the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY		
☒ Property Owner Authorization	☐ Dimensioned Floor Plan	
☒ Application Fee	☒ Site Plan	
Check # 1396	☐ Plans in Digital Format (PDF/JPEG)	
Received By: DL	Date: BY: DL	

RECEIVED
FEB 09 2021

Application will not be considered for scheduling until reviewed by a planner.

Bill of Sale of a Business
200 E. Florida Ave. Midland, TX.

Agreement made this 29th day of August, 2013 by and between:

THE SELLER (hereinafter referred to as "Seller"):
Enedelia Herrera Urquidiz

Physical Address:
2501 W. Co. Rd. 110. Midland, Texas 79706

THE BUYERS (hereinafter referred to as the "Buyers"):
A.) Raul I. Ochoa
B.) Roberto I. Ochoa

Physical Address:
A.) 4611 Crockett, Midland, Texas 79705
B.) 3200 Park Lane. Midland. Texas 79701

Whereas the Seller desires to sell and the Buyer desires to buy the business known as **Mi Casa Restaurant** being operated at: 200 E. Florida Ave., in Midland, Texas, 79701 and all assets thereof as contained in the building from the time the restaurant became closed for business; the parties hereto agree and covenant as follows:

1. The total purchase price for all fixtures. furnishings and equipment is [redacted] money payable as follows:

(a) [redacted] paid in cash; **cashier check**, as a down payment upon the notary and execution of this Agreement, to be held by My Community Federal Credit Union in Midland, Texas.

(b) [redacted] additional to be paid in monthly installments at the rate of [redacted] every 10th of each month until this legal binding debt is paid in full.

2. The Seller promises and agrees to convey good, clear and marketable title to all the property to be sold hereunder, the same to be free and clear of all personal liens, 2 to 3rd party liens, tax liabilities and any other encumbrances. Full possession of said property will be delivered in the same condition that it is now reasonable wear and tear expected.

3. Consummation of the sale, with payment by the Buyer of the balance of the down payment [redacted] and the delivery of this Bill of Sale will take place on or before the 29th day of August, 2013.

4. The Seller may use the purchase money, or any portion thereof, to clear any encumbrances on the property transferred and in the event that documents reflecting discharge of said encumbrances are not available at the time of sale, the money needed to effectuate such discharges shall be held by the attorneys of the Buyer and Seller in escrow pending the discharges.

5. Until the delivery of this Bill of Sale is completed, Seller shall maintain insurance on said property in the amount that is presently insured.

6. Seller agrees to remain responsible for any operating expenses of said business property, including but not limited to rent, taxes, payroll and water shall be apportioned as of the date of the passing of papers and the net amount thereof shall be added to or deducted from, as the case may be, the proceeds due from the Buyer at the time of delivery of said Bill of Sale.

7. The Seller agrees that this Agreement is contingent upon the following conditions:

(a) Buyer obtaining the approval from the proper authorities of Midland, Texas of the transfer of all necessary licenses to the Buyer.

(b) The premises shall be in the same condition, reasonable wear and tear expected, on the date of passing as they are currently in and all restaurant equipment, fixtures, and furnishing are to remain within the restaurant as originally agreed.

8. All of the terms, representations and warranties shall survive the closing. This Agreement shall bind and inure to the benefit of the Seller and Buyer and their respective heirs, executors, administrators, successors and assigns.

THEREFORE, Buyer and Seller have executed, entered into and delivered this Bill of Sale as of the date first set forth above and parties involved include:
Seller: Enedelia Herrera Urquidiz, and Buyers: Raul I. Ochoa, and Roberto I. Ochoa.

By Enedelia Herrera 8-29-13
Seller Signature Date

By Raul Ochoa 8-29-13
Buyer A - Signature Date

By Robert Ochoa 8-29-13
Buyer B - Signature Date

On, the 29th of August, before me, Maricela V. Gutierrez, Notary Public, personally appeared, Enedelia Herrera Urquidiz, Raul I. Ochoa, and Roberto I. Ochoa, who proved to me on the basis of satisfactory evidence to be the person(s) whose names are subscribed to within this instrument. I certify under penalty of perjury under the laws of Texas that the foregoing paragraph is true and correct. Witness my hand and official seal.

Maricela V. Gutierrez
Notary Signature

03-15-2017
My Commission Expires:

MARICELA V. GUTIERREZ
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 03-15-2017

Prepared By:
William T Lentner
3502 Seaboard
Midland, Texas 79707

After Recording Return To:
Encdelia Herrera
2501 WCR 110
Midland, Texas 79706

20175

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUIT CLAIM DEED

On August 15, 2013 THE GRANTOR(S),

William T Lentner, a single person, for and in consideration of: One Dollar ($1.00) and/or other good and valuable consideration conveys, releases and quit claims to the GRANTEE(S): Encdelia Herrera, a single person, residing at 2501 WCR 110, Midland, Midland County, Texas 79706 the following described real estate, situated at 200 East Florida, Midland, in the County of Midland, State of Texas:

Legal Description: BLK: 187, LOTS: 11(N/2) & 12, ADDN: SOUTHERN ACRES: 0.241

Grantor does hereby convey, release and quitclaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances, or any part thereof.

Tax Parcel Number: ID: R000046144

Mail Tax Statements To:
Encdelia Herrera
2501 WCR 110
Midland, Texas 79706

[SIGNATURE PAGE FOLLOWS]

Grantor Signatures:

DATED: 8/15/13

20175

William T Lentner
3502 Seaboard Ave
Midland, Texas, 79707

STATE OF TEXAS, COUNTY OF MIDLAND, ss:

This instrument was acknowledged before me on this 15 day of August, 2013 by William T Lentner.

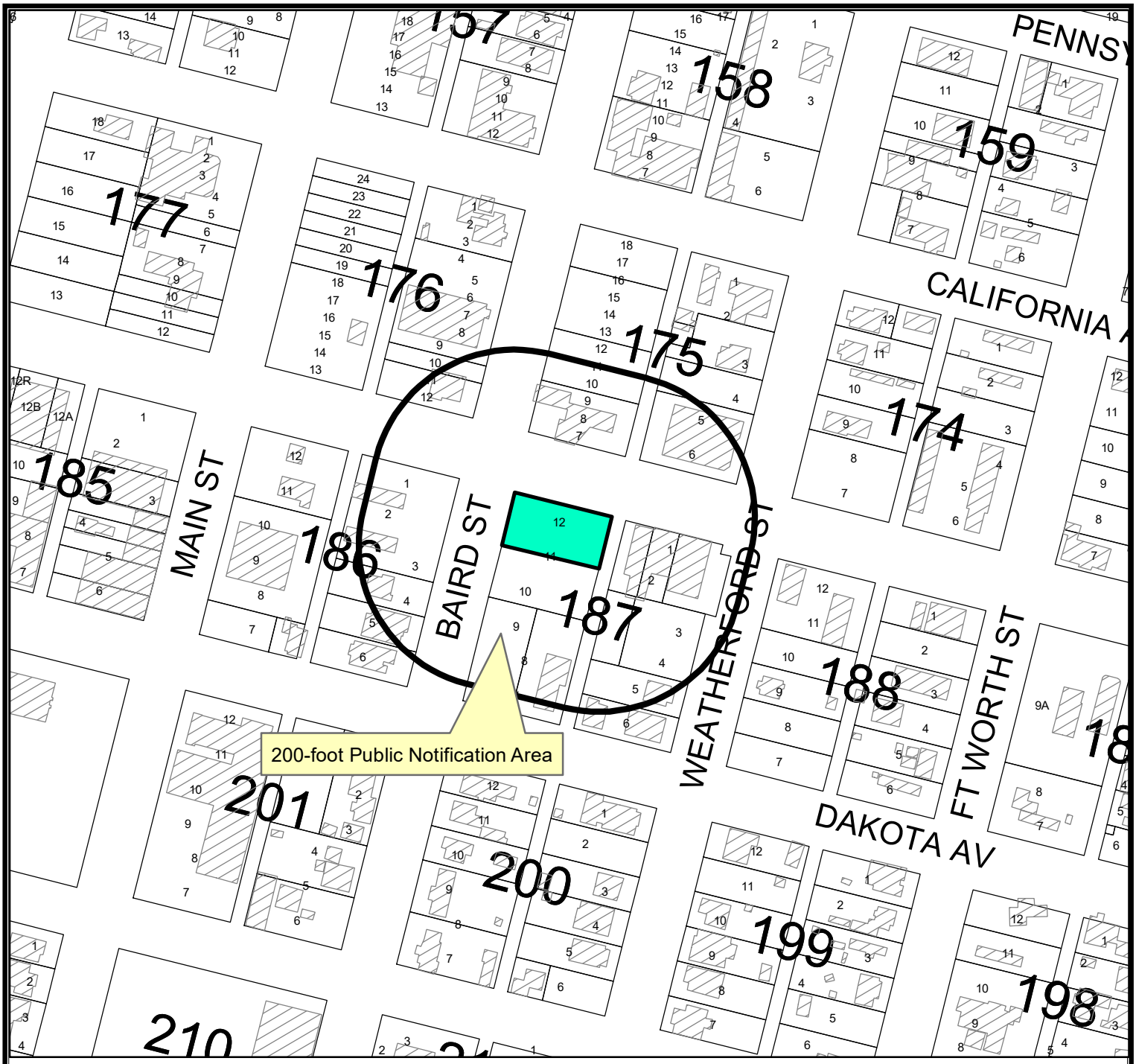
SAUSAN LEONETTI
My Commission Expires
August 21, 2016

Notary Public

Title (and Rank)

My commission expires August 21 2016

Signature and Notary for Quit Claim Deed regarding 200 East Florida



LOCATION MAP

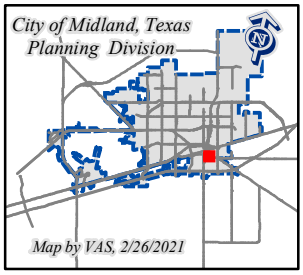
SUD-21-0096 **Scale: 1" = 200'**

Consider a request by Jorge Ramos for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a bar, on the north half of Lot 11 and Lot 12, Block 187, Southern Addition, City and County of Midland, Texas.

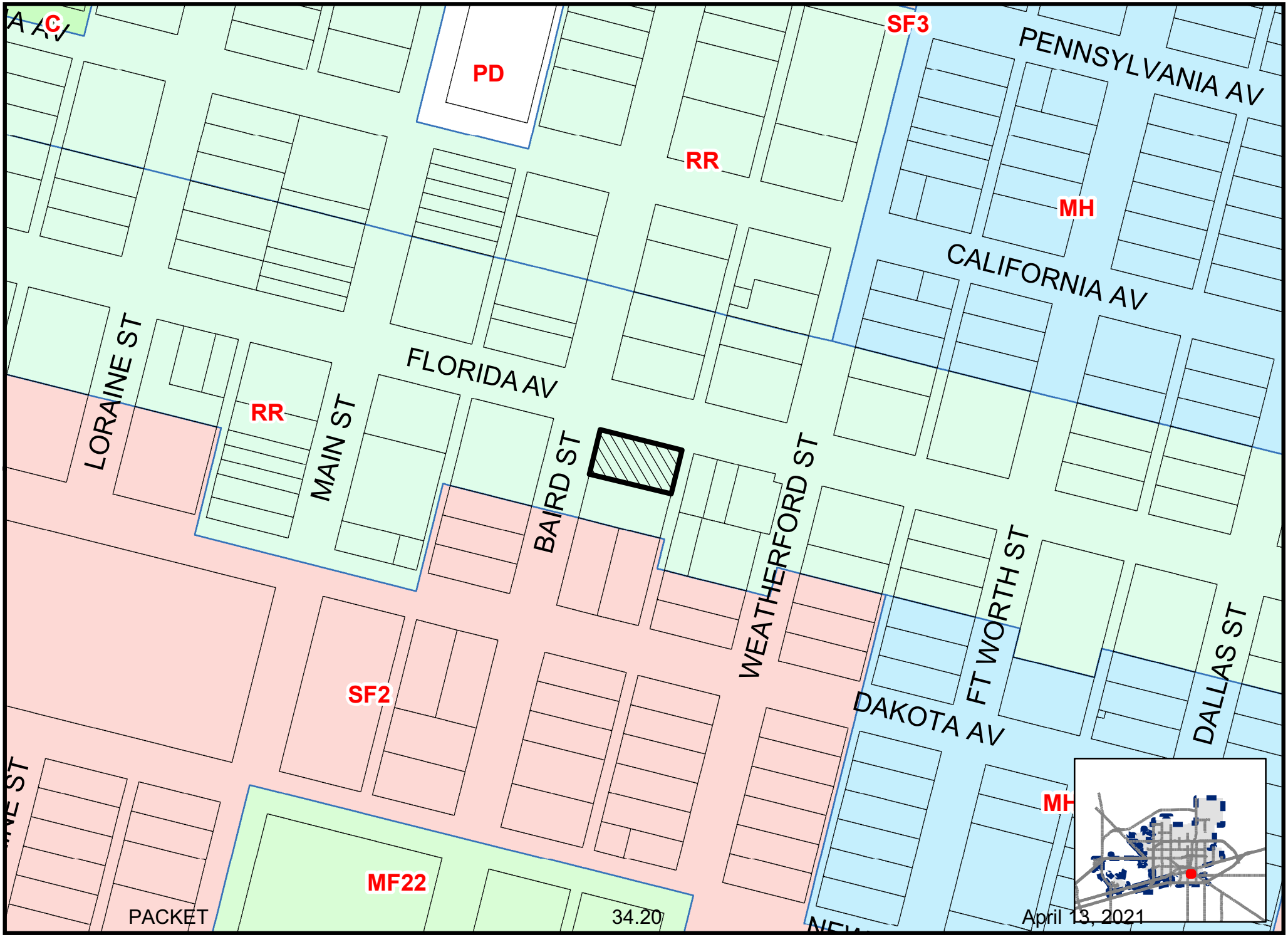
Generally located on the southeast corner of the intersection of E. Florida Avenue and S. Baird Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 13, 2021



Map By VAS, 2/27/2021

SUD-21-0096

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.

ORDINANCE NO. 10000

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE NORTH HALF OF LOT 11 AND ALL OF LOT 12, BLOCK 187, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH BAIRD STREET AND EAST FLORIDA AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF BEER AND WINE 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 the north half of Lot 11 and all of Lot 12, Block 187, Southern 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 beer and wine for on-premises consumption in a restaurant (the "Establishment"), together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to 1,140 contiguous square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

C. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

D. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 10:00 a.m. to 12:00 a.m. (midnight); and Sunday from 12:00 p.m. (noon) to 12:00 a.m. (midnight).

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 8th day of October, A.D., 2019; and passed to second reading on motion of Council member Lacy, seconded by Council member Robnett, by the following vote:

Council members voting "AYE": Trost, Hotchkiss, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Lacy, seconded by Council member Hotchkiss, on the 22nd day of October, A.D., 2019, at a regular meeting of the City Council:

Council members voting "AYE": Trost, Hotchkiss, Love, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

PASSED AND APPROVED THIS 22nd day of October, A.D., 2019.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohmemiller, City Attorney


Quetzal Imports
Mexican Crafts & Arts Imports
Quetzal Imports


SPEED
LIMIT
40


432-247-1184


MIDLAND
Rio
GRILL
TEXAS
432-247-1184

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: **April 13, 2021**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Elizabeth Shaughnessy, Senior Planner**

SUBJECT: **RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR POP-UP MARKETS ON LOT 12, BLOCK 26, AND A PREVIOUSLY-VACATED 0.032-ACRE PORTION OF WEST OHIO AVENUE RIGHT-OF-WAY, A 0.13-ACRE PORTION OF NORTH COLORADO STREET RIGHT-OF-WAY, AND A 0.22-ACRE PORTION OF WEST OHIO AVENUE RIGHT-OF-WAY, ALL ADJACENT TO LOT 12, BLOCK 26, AND ALL OUT OF ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF NORTH COLORADO STREET AND WEST OHIO AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS**

Purpose:

Consider a request by Sonny Aguilar for approval of a Temporary Land Use Permit for a Pop-Up Markets.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Sonny Aguilar is requesting a Temporary Land Use Permit for Pop-Up Markets located at 312 N. Colorado Street to have vendors set up on Fridays, Saturdays, and Sundays with a flexible schedule relative to other downtown events throughout the year.

The proposed hours of the Pop-Up Markets are:

8:00 am. to 12:00 am.(midnight).

The applicant is proposing the on-premises sale and consumption of alcohol during operating hours of the Pop-Up Markets.

There will be two restrooms provided for each event.

This request has been circulated to all pertinent City departments for review. Below are the departments's comments:

Engineering: (Approved with Conditions)

Comply with Temporary Traffic Control Procedure Update, dated March 24, 2017 and found on-line at: http://www.midlandtexas.gov/DocumentCenter/View/3225.

Otherwise, no objection.

Transportation: (Approved with Conditions)

The event organizer shall be responsible for coordinating with businesses or property owners whose access will be impacted.

Fire: (Approved)

No objections.

Building Code: (Approved)

No objections

Oil and gas: (Approved)

No Oil and Gas issues.

Planning:

This temporary land use permit for pop-up markets is in compliance with Goal #2 of Chapter 7 of the Tall City Tomorrow Comprehensive Plan, which is to "create a 'cultural core' in Downtown Midland that is a living, working, and entertainment destination," as it creates an opportunity for additional retail space downtown, which residents and visitors of Midland can enjoy.

Staff recommends approval of this temporary land use permit subject to conditions A through M.

A. That the term of this permit shall be from April 14, 2021, to April 13, 2022.

B. That the operation of the Pop-Up Markets shall conform to the attached Site Plan (Exhibit A).

C. That the permitted operating hours of the Pop-Up Markets shall be limited to:

1. **Fridays, Saturdays and Sundays from 8:00 a.m. to 12:00 a.m. (midnight)**

D. That street closures shall not occur earlier than 6:00 p.m. on Fridays.

E. That the following uses are specifically permitted:

1. **Music, live or DJ, shall be allowed during all operating hours of the Markets with the volume to be reduced by 10:00 p.m. to a level such normal household activities can be performed without disturbance.**

2. **The sale and on-premises consumption of alcoholic beverages shall be allowed during all operating hours of the Pop-Up Markets and shall be in compliance with state and local laws.**

F. That a minimum of two (2) restrooms shall be provided during all operating hours of the Pop-Up Markets.

G. That the Pop-Up Markets shall comply with all requirements of the Fire Code; the applicant shall call for an inspection by the Fire Marshal prior to commencing the Pop-Up Markets.

H. That the applicant shall obtain approval from the Solid Waste Department for a refuse collection and clean-up plan prior to the Pop-Up Markets.

I. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding the Pop-Up Markets.

J. That Sonny Aguilar shall be responsible for ensuring that the conditions of this permit are observed.

Letters of Objection:

As of April 9, 2021, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR POP-UP MARKETS ON LOT 12, BLOCK 26, AND A PREVIOUSLY-VACATED 0.032-ACRE PORTION OF WEST OHIO AVENUE RIGHT-OF-WAY, A 0.13-ACRE PORTION OF NORTH COLORADO STREET RIGHT-OF-WAY, AND A 0.22-ACRE PORTION OF WEST OHIO AVENUE RIGHT-OF-WAY, ALL ADJACENT TO LOT 12, BLOCK 26, AND ALL OUT OF ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF NORTH COLORADO STREET AND WEST OHIO AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS

WHEREAS, pursuant to Section 11-1-4.05 of the City Code of Midland, Texas, Sonny Aguilar (the "Applicant") has applied for authorization to temporarily use Lot 12, Block 26, and a previously-vacated 0.032-acre portion of West Ohio Avenue right-of-way, a 0.13-acre portion of North Colorado Street right-of-way, and a 0.22-acre portion of West Ohio Avenue right-of-way, all adjacent to Lot 12, Block 26, and all out of Original Town Addition, City and County of Midland, Texas (the "Property") for pop-up markets (the "Markets"); and

WHEREAS, the Council finds and determines that such temporary use shall be allowed;

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

SECTION ONE. That the Applicant is hereby authorized by the City Council to temporarily use the Property for the Event subject to the following conditions and restrictions:

A. That the term of this permit shall be from April 14, 2021, to April 13, 2022.

B. That the days and hours of operation of the Markets shall be limited to Fridays, Saturdays and Sundays from 8:00 a.m. to 12:00 a.m. (midnight).

C. That street closures associated with the operation of the Markets shall occur no earlier than 6:00 p.m. on Fridays.

D. That the operation of the Markets shall conform to the site plan, which is

attached hereto as Exhibit "A" and incorporated herein for all purposes.

E. That the following uses are specifically permitted:

1. Music, live or DJ, shall be allowed during all operating hours of the Markets with the volume to be reduced by 10:00 p.m. to a level such that normal household activities can be performed without disturbance.

2. The sale and on-premises consumption of alcoholic beverages shall be allowed during all operating hours of the Markets in compliance with state and local laws.

F. That a minimum of two (2) restrooms shall be provided during all operating hours of the Markets.

G. That the Markets shall be operated in compliance with all requirements of the Fire Code. The Applicant shall call for an inspection by the Fire Marshal prior to commencing operation of the Markets.

H. That the Applicant shall obtain approval from the Solid Waste Department for a refuse collection and clean-up plan prior to operation of the Markets.

I. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding operation of the Markets.

J.. That the Applicant shall be responsible for ensuring that the conditions of this permit are observed and satisfied.

SECTION TWO. That the City Council reserves at all times the full right and power to revoke said temporary use for violation of any of its terms or any misrepresentations contained in the application, after a hearing of which the holder of said temporary use has been given at least one (1) day notice.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

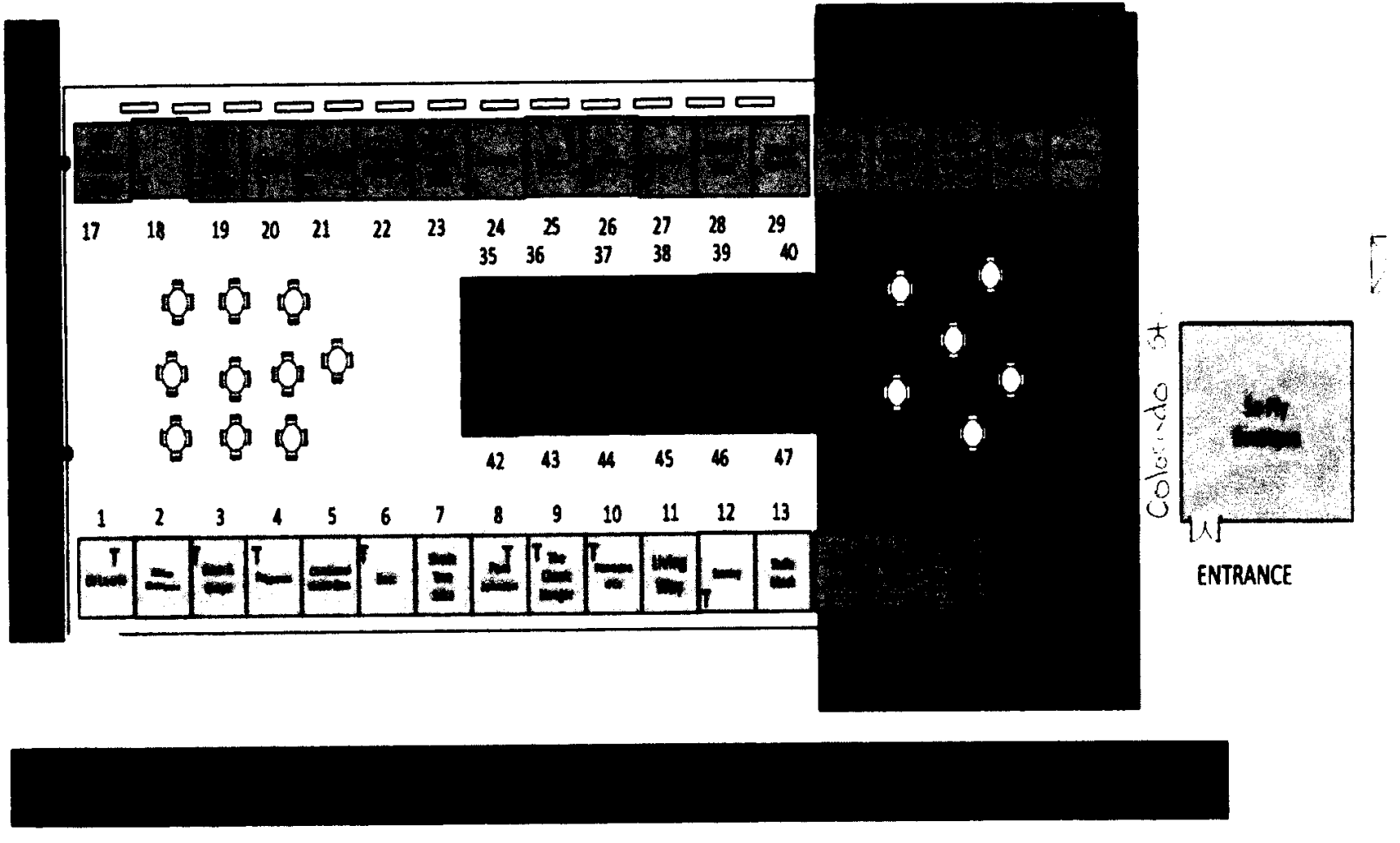
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"


17 18 19 20 21 22 23 24 25 26 27 28 29
35 36 37 38 39 40
42 43 44 45 46 47
1 2 3 4 5 6 7 8 9 10 11 12 13
Colorado St
ENTRANCE

MIDLAND
Planning Division

Temporary Land Use Application

Project Number: TLU-21-0082

Case Number: _____

Event Name: Urban Market

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone ( ) Email	
Printed Name: Sonny Aguilar			
Address 4120 Springfield ct	City Midland	State TX	Zip 79707

Property Owner		Phone ( ) Email 432 853-0912	
Printed Name: Sonny Aguilar			
Address PO Box 7747	City Midland	State TX	Zip 79708

Representative *(if different from Applicant or Property Owner)*		Phone ( ) Email	
Firm: Bus 22			
Printed Name: Sonny Aguilar		Bus22streetfood@gmail.com	
Address PO Box 7747	City Midland	State TX	Zip 79708

Street Address: 312 N Colorado st

Legal Description
Lot: 12 Block: 26 Subdivision: Original Town

Current Zoning:

Type of Temporary Use Requested:

Description of Event: Pop-up Market. local retail, craft art vendors, food + drink and music

Duration of Temporary Use: 1 YEAR
If event lasts for more than (1) day and is located within any residential district or is located within 1,000 feet of any residential district, then a public hearing is required.

Proposed Days and Hours: Friday, Saturday Sunday 8AM - 12 AM

Will alcoholic beverages be sold? ☑ Yes ☐ No
If yes, you must comply with all Texas Alcoholic Beverage Commission (TABC) regulations for the event.

Are you requesting the temporary closure of any streets? ☑ Yes ☐ No
If yes, you must:

A. Complete the "**Special Event and Street Closure Application**", available from the City's Secretary Office (3rd Floor, City Hall), as well as submit a "**Traffic Control Plan**" to the Transportation Division (5th Floor, City Hall).
B. Provide the City with a **general liability insurance certificate**, naming the **City** as an **Additional Insured**, in the amount of one million dollars ($1,000,000) for the term of the closure.

Number of Peace Offices Provided: _____

Contact the Midland Police Department to schedule off-duty police officers.

Type of Music (*carnival, live, etc.*): DJ, live			
Snowmobile (*portable stage*) **Requested:** ☐ Yes ☐ No		Days & Hours:	
Number of Restroom Fixtures Provided:	*Men*	**Toilets/Urinals:** /	**Bathroom Sinks:**
	Women	**Toilets:**	**Bathroom Sinks:**
	Unisex	**Toilets:**	**Bathroom Sinks:**

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Damage Deposit
- Clean-Up Deposit
- 1 FOLDED Copy of Site Plan*
- Digital Copies of Site Plan (PDF/JPEG)

**Should show existing buildings, parking, access arrangements, surrounding streets, activity areas, areas of alcoholic beverage sales, proposed street closures, etc.*

Signatures	
Applicant (signature): Sonny Aguilar	Date:
Applicant (printed): Sonny Aguilar	
Property Owner (signature): Sonny Aguilar	Date:
Property Owner (printed): Sonny Aguilar	
Representative (signature): Sonny Aguilar	Date:
Representative (printed): Sonny Aguilar	

The Temporary Land Use Permit shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

****Application will not be considered for scheduling until reviewed by a planner.****

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is 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

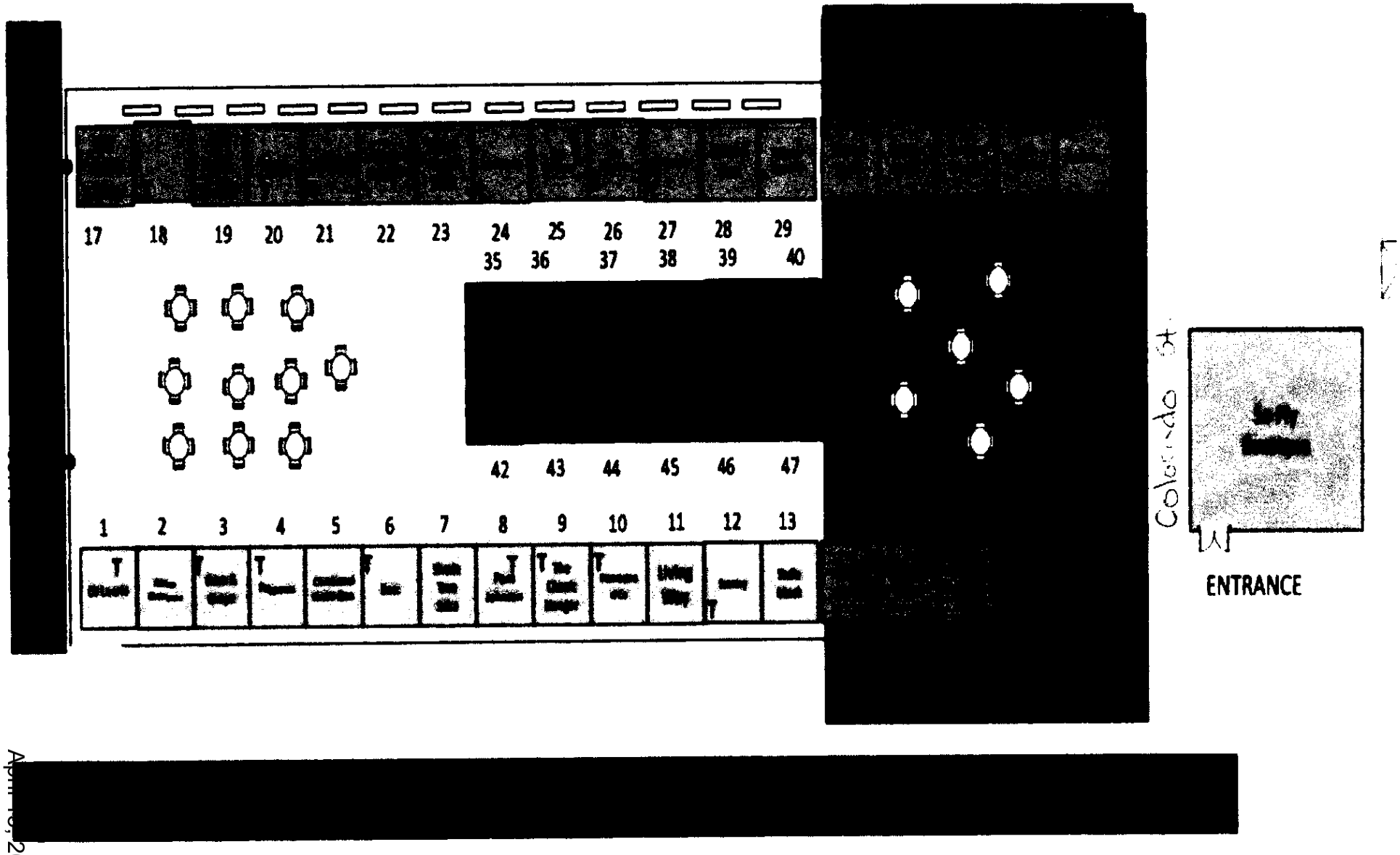
FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Liability Insurance (Street Closure) – needed
☑ Dimensioned Site Plan	☐ Traffic Control Plan (Street Closure)
☐ Plans in Digital Format (PDF/JPEG)	☐ Clean-Up Deposit carry over from last year Check # N/A –
☐ Application Fee carry over from last year Check # N/A –	☐ Damage Deposit carry over from last year Check # N/A –

Received By: Date:

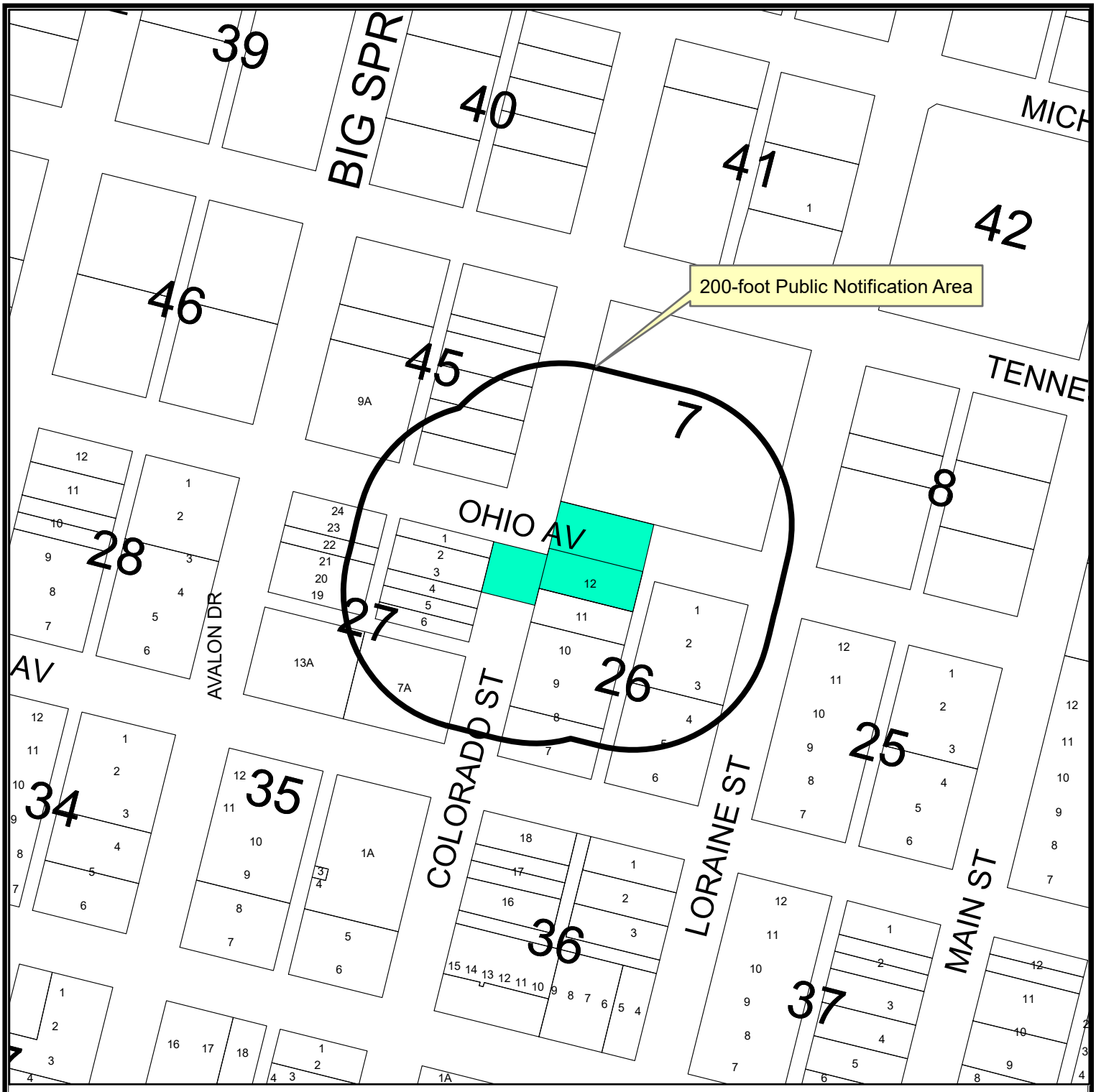
RECEIVED
MAR 10 2021

Application will not be considered for scheduling until reviewed by a planner.



[redacted]

April 13, 2021



LOCATION MAP

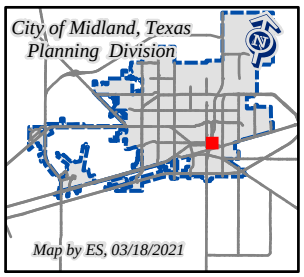
TLU-21-0082 **Scale: 1" = 400'**

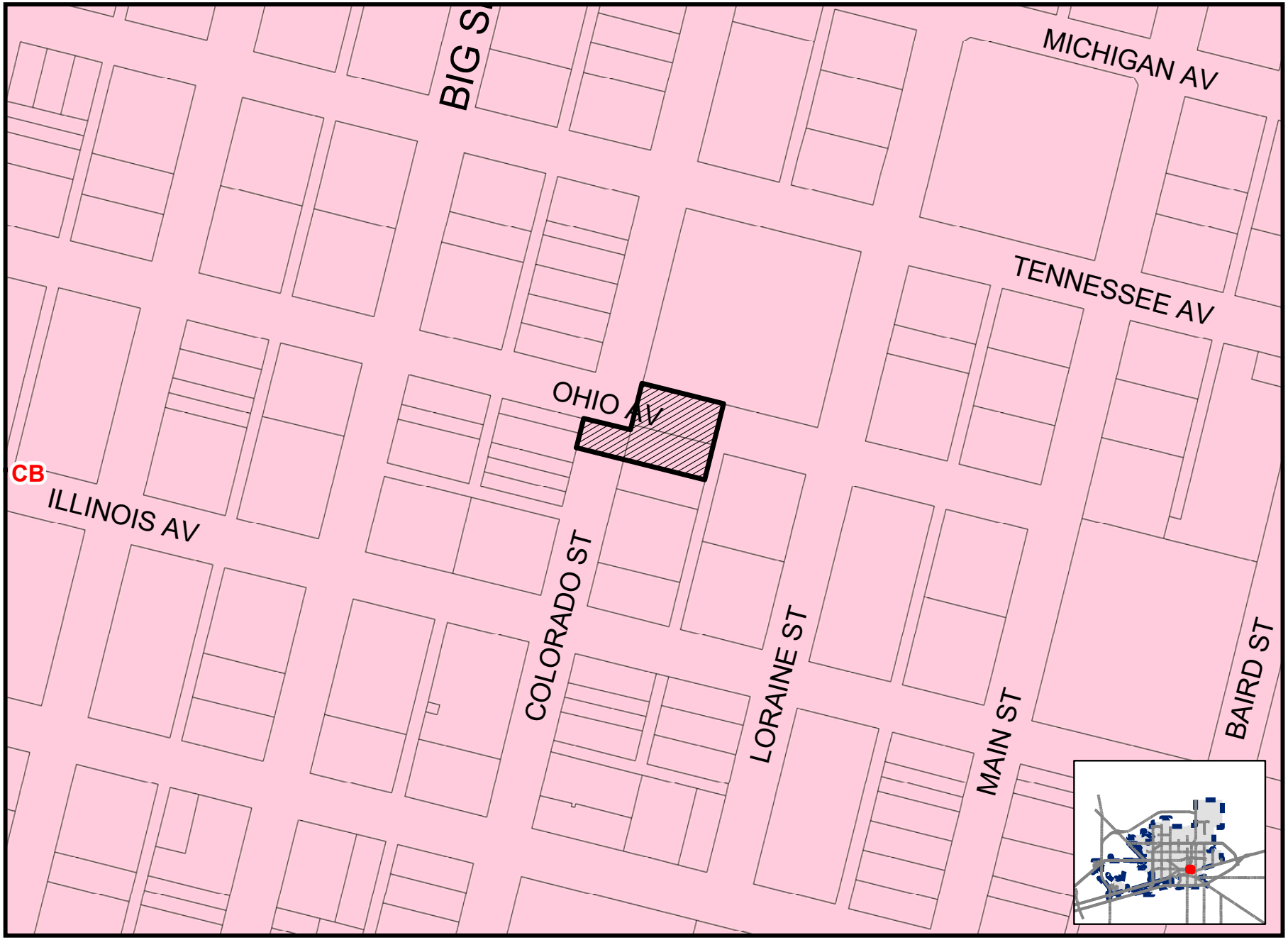
Consider a request by Sonny Aguilar for approval of a Temporary Land Use Permit for Pop-Up Markets on Lot 12, Block 26; a previously vacated 0.032-acre portion of W. Ohio Avenue right-of-way, located adjacent to Lot 12, Block 26; and a 0.13-acre portion of N. Colorado Street right-of-way, located adjacent to Lot 12, Block 26; and a 0.22-acre portion of W. Ohio Avenue right-of-way, located adjacent to Lot 12, Block 26; all out of Original Town Addition, City and County of Midland, Texas.

Generally located southeast of the intersection of N. Colorado Street and W. Ohio Avenue. (Council District 2)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By ES, 3/26/2021

TLU-21-0082

Scale: 1" = 200'

ZONING MAP

PACKET
35.13
April 13, 2021


MIDLAND COUNTY COURTHOUSE





