CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL REGULAR MEETING
December 16, 2025 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

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

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

OPENING ITEMS

1. Invocation - Father Bala Anthony Govindu, St. Stephen's Catholic Church

2. Pledge of Allegiance

PROCLAMATIONS AND RECOGNITIONS

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

   3.a Presentation of Proclamation for “Midland Pack 67 - Cub Scouts”

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4.a REGULAR SESSION OF NOVEMBER 18, 2025

   4.b SPECIAL SESSION OF NOVEMBER 17, 2025

5. 2025-171 - RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2026 CHIP SEAL PROJECT TO CLARK CONSTRUCTION OF TEXAS, INC. OF VICTORIA, TEXAS AT A TOTAL COST OF $1,132,000.00; APPROVING $56,600.00 FOR CONTINGENCIES; AND AUTHORIZING PAYMENT **(DISTRICT: 1), (DISTRICT: 2), (DISTRICT: 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

6. 2025-172 - RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2026 CRACK SEAL PROJECT TO HOLBROOK ASPHALT, LLC OF ST. GEORGE, UTAH, AT A TOTAL COST OF $679,855.00; APPROVING $33,992.75 FOR CONTINGENCIES; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

7. 2025-173 - RESOLUTION REJECTING THE BIDS RECEIVED FOR THE FISCAL YEAR 2026 CITYWIDE CONCRETE PROGRAM; AND AUTHORIZING RE-ADVERTISEMENT FOR COMPETITIVE BIDS **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

8. 2025-174 - RESOLUTION APPROVING THE PURCHASE OF LIFEPAK 35 SYSTEMS FROM STRYKER SALES, LLC, THROUGH SOURCEWELL, AT A TOTAL COST OF $1,205,910.06; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

9. 2025-175 - RESOLUTION APPROVING A CONTRACT WITH GARLAND/DBS, INC. THROUGH THE OMNIA COOPERATIVE FOR THE PURCHASE AND INSTALLATION OF ROOFING SYSTEMS AT THE DV AVIATION HANGAR AND THE EMPIRE AVIATION HANGAR AT A TOTAL COST OF $934,413.00; APPROPRIATING FUNDS FOR SAID CONTRACT; AND AUTHORIZING PAYMENT **(DISTRICT: 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

10. 2025-176 - RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2026 MILL AND FILL PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $2,549,514.60; APPROVING $127,475.73 FOR CONTINGENCIES; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

11. 2025-177 - RESOLUTION AWARDING A CONTRACT TO BOLER EQUIPMENT SERVICE, INC., FOR THE U25-08 WATER REHAB PROGRAM 02 PROJECT FOR THE UTILITIES DEPARTMENT AT A TOTAL COST OF $2,000,000.00; TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

12. 2025-178 - RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, THE CITY OF ODESSA, TEXAS, MIDLAND COUNTY, TEXAS, AND ECTOR COUNTY, TEXAS, FOR THE ESTABLISHMENT OF THE PERMIAN BASIN INTEROPERABLE RADIO COMMUNICATIONS SYSTEM **(DISTRICT: ALL) (IT) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

13. 2025-179 - RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC., FOR A FIVE-YEAR MOTOROLA CIRRUS CENTRAL MONITORING SOFTWARE SUBSCRIPTION THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES FOR A COST OF $200,000.00; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

14. 2025-180 - RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF A ONE-YEAR MAINTENANCE AND LICENSE RENEWAL OF COMPUTER-AIDED DISPATCH, RECORDS MANAGEMENT SYSTEM, AND CRIMEVIEW ANALYTICS SOFTWARE FROM CENTRALSQUARE TECHNOLOGIES, LLC, FOR A TOTAL COST OF $119,220.56; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

15. 2025-181 - RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT GRASSLANDS PARK TO 4B RECREATION GROUP, LLC, D/B/A PLAYGROUNDS ETC. THROUGH BUYBOARD AT A TOTAL COST OF $549,590.76; APPROVING $75,409.24 FOR PROJECT-RELATED EXPENSES; AND AUTHORIZING PAYMENT **(DISTRICT: 4) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

16. 2025-182 - RESOLUTION APPROVING THE PURCHASE OF A DYNAPAC CP1200W PNEUMATIC ROLLER AND A MAXIMIZER 3B ASPHALT DISTRIBUTOR FROM ROMCO EQUIPMENT CO., THROUGH SOURCEWELL, AT A TOTAL COST OF $424,949.23; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

17. 2025-183 - RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR 150 MOTOR GRADER AND TWO (2) CATERPILLAR 420 AE4 BACKHOE LOADERS FROM WARREN POWER & MACHINERY INC. D/B/A WARREN CAT, THROUGH SOURCEWELL, AT A TOTAL COST OF $730,379.19; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

18. 2025-184 - RESOLUTION AWARDING A CONTRACT FOR THE MAF AIRFIELD SNOW REMOVAL VEHICLES AND EQUIPMENT PROJECT TO M-B COMPANIES INC. AT A TOTAL COST OF $2,173,343.80; APPROVING $434,669.20 FOR CONTINGENCIES; AND APPROPRIATING AND TRANSFERRING FUNDS **(DISTRICT: 4) (AIRPORTS) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

19. 2025-185 - RESOLUTION AWARDING A CONTRACT FOR THE MAF AIRFIELD ANTI-ICING/DEICING VEHICLE AND EQUIPMENT PROJECT TO WAUSAU EQUIPMENT COMPANY LLC AT A TOTAL COST OF $698,913.00; APPROVING $139,782.00 FOR CONTINGENCIES; AND APPROPRIATING AND TRANSFERRING FUNDS **(DISTRICT: 4) (AIRPORTS) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

20. 128-2025 - MOTION AUTHORIZING THE EXECUTION OF AIRLINE-AIRPORT USE AND LEASE AGREEMENTS WITH AMERICAN AIRLINES INC., SOUTHWEST AIRLINES CO., AND UNITED AIRLINES, INC. (COLLECTIVELY, THE “AIRLINES”); SAID AIRLINE-AIRPORT USE AND LEASE AGREEMENTS SHALL SET FORTH THE RIGHTS AND OBLIGATIONS OF THE CITY OF MIDLAND AND THE AIRLINES FOR THE AIRLINES’ RESPECTIVE USE AND OCCUPANCY OF THE MIDLAND INTERNATIONAL AIR & SPACE PORT; AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER’S DESIGNEE TO EXECUTE ALL DOCUMENTS AND INSTRUMENTS NECESSARY AND APPROPRIATE TO CARRY OUT THE INTENT OF SAID AIRLINE-AIRPORT USE AND LEASE AGREEMENTS **(DISTRICT: 4) (AIRPORTS) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

21. 129-2025 - MOTION REJECTING THE SOLE BID RECEIVED FOR THE CONSTRUCTION OF THE VEHICLE PARKING P6 PROJECT AT THE MIDLAND INTERNATIONAL AIR & SPACEPORT **(DISTRICT: 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

22. 130-2025 - MOTION APPROVING AN AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE MIDLAND COMMUNITY COLLEGE DISTRICT **(DISTRICT: ALL) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

23. 131-2025 - MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND HIGHER ORBITS, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES **(DISTRICT: ALL) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

24. 2025-186 - RESOLUTION AUTHORIZING THE EXECUTION OF AN OIL AND GAS LEASE AGREEMENT WITH FIREBIRD ENERGY II, LLC FOR THE LEASE OF THE CITY-OWNED MINERALS LOCATED IN ALL OF BLOCK 31, LOTS 1 THROUGH 26, BLOCK 39, AND LOTS 1 THROUGH 14, BLOCK 40, FAIRMONT PARK ADDITION, SECTION 2, AND THE NORTH 10 FEET OF TRACTS 7, 8, AND 15 THROUGH 18, WALLACE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, ONLY

AT THOSE CORRELATIVE DEPTHS FROM 11,224 FEET TO 12,143 FEET AS INDICATED STRATIGRAPHICALLY ON THE ELECTRIC LOG OF THE PECAN ACRES 23 #3; SAID AGREEMENT TO REQUIRE COMPLIANCE WITH ALL APPLICABLE ORDINANCES, LAWS, RULES, AND REGULATIONS **(DISTRICT: 3), (DISTRICT: 4) (DEVELOPMENT SERVICES - OIL AND GAS) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

25. 132-2025 - MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF SOUTH 349 ACRES ADDITION, SECTION 8, BEING A REPLAT OF LOT 1, BLOCK 5, SOUTH 349 ACRES ADDITION, SECTION 4, AND A 31.336-ACRE TRACT OF LAND OUT OF SECTIONS 3 AND 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST INTERSTATE 20 AND RANKIN HIGHWAY) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

26. 133-2025 - MOTION ACCEPTING A DONATION IN THE AMOUNT OF FIVE THOUSAND DOLLARS ($5,000.00) FROM OCCIDENTAL PETROLEUM CORPORATION; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF A LEICA SCANNER FOR THE MIDLAND POLICE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF FIVE THOUSAND DOLLARS ($5,000.00) IN THE TECHNOLOGY AND EQUIPMENT FUND UPON THE CITY OF MIDLAND'S RECEIPT OF SAID DONATION **(DISTRICT: ALL) (POLICE DEPARTMENT) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

27. 134-2025 - MOTION ACCEPTING A DONATION IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS ($15,000.00) FROM MEC PETROLEUM CORPORATION; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF NECESSARY EQUIPMENT FOR THE MIDLAND POLICE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF FIFTEEN THOUSAND DOLLARS ($15,000.00) IN THE TECHNOLOGY AND EQUIPMENT FUND UPON THE CITY OF MIDLAND'S RECEIPT OF SAID DONATION **(DISTRICT: ALL) (POLICE DEPARTMENT) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

28. 135-2025 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT OF WAY LICENSE (25-495-022) WITH ENTERPRISE GATHERING II LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 3, 7, AND 12, BLOCK C-24, ABSTRACTS 1027, 1028, AND 1029, LOVING COUNTY, TEXAS, AND SECTIONS 20, 21, AND 26, BLOCK C-23, ABSTRACTS 1391,1413, AND 1415, PUBLIC SCHOOL LAND SURVEY, WINKLER COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

29. 136-2025 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT OF WAY LICENSE (25-329-029) WITH DIAMONDBACK E&P LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 20 AND 21, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

30. 137-2025 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT OF WAY LICENSE (25-329-030) WITH DIAMONDBACK E&P LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 20 AND 21, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

31. 138-2025 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT OF WAY LICENSE (25-329-032) WITH OXYROCK OPERATING, LLC, REGARDING CITY-

OWNED PROPERTY DESCRIBED AS SECTION 4, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

32. 10648 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS APPROVING A PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE (FIRST READING HELD JUNE 24, 2025) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

33. 10690 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 7, BLOCK 23, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LEE STREET AND EAST TEXAS AVENUE), 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 (FIRST READING HELD NOVEMBER 18, 2025) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

34. 10691 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 3, BLOCK 14, OXFORD HEIGHTS, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MIDLAND DRIVE, APPROXIMATELY 200 FEET SOUTH OF STOREY AVENUE), 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 (FIRST READING HELD NOVEMBER 18, 2025) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

35. 10693 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE NORTH 270.30 FEET OF TRACT 18, MELODY ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF MEADOWLARK LANE, APPROXIMATELY 475 FEET EAST OF ORIOLE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD NOVEMBER 18, 2025) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

36. 10694 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY

OF MIDLAND TO REZONE LOT 2A, BLOCK 3, WESTRIDGE PARK ADDITION, SECTION 10, 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 WEST SIDE OF TRADEWINDS BOULEVARD, APPROXIMATELY 280 FEET SOUTH OF ANDREWS HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD NOVEMBER 18, 2025) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

37. 10695 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2A AND 2B, BLOCK 1, CORPORATE PLAZA, SECTION 20, CITY AND COUNTY OF MIDLAND, TEXAS FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER, IN PART, TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF CORPORATE DRIVE AND EDWARDS 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 (FIRST READING HELD NOVEMBER 18, 2025) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

38. 10696 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1, 2, AND 3, BLOCK 127, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST KENTUCKY AVENUE AND SOUTH LAMESA ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD NOVEMBER 18, 2025) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC HEARINGS

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

39. 10698 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 15, BLOCK 1, TIMBER WOLF ESTATES, SECTION 2, CITY OF MIDLAND, MARTIN COUNTY, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO MH, MANUFACTURED HOUSING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF JADAN KATE ROAD, APPROXIMATELY 540 FEET WEST OF ELKINS ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

40. 139-2025 - THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO FIREBIRD ENERGY II, LLC (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: MB-14H; MB-801H; AND MB-802H; SAID WELLS BEING GENERALLY LOCATED 635 FEET SOUTH OF MOCKINGBIRD LANE AND BETWEEN 1,470 FEET AND 1,510 FEET EAST OF HOLIDAY HILL

ROAD (PUBLIC HEARING ONLY) **(DISTRICT: 1) (DEVELOPMENT SERVICES - OIL AND GAS) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

41. 140-2025 - HOLD A PUBLIC HEARING AND CONSIDER A MOTION APPROVING THE RECEIPT AND FILING OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2024/2025 **(DISTRICT: ALL) (DEVELOPMENT SERVICES - COMMUNITY SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)**

42. 10699 - AN ORDINANCE AMENDING TITLE X, “TRAFFIC REGULATIONS”, CHAPTER 16, “REGULATED PARKING”, OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, SO AS TO ESTABLISH REVISED REGULATIONS GOVERNING METERED PARKING SPACES AND TIME-LIMITED PARKING SPACES; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

43. 10700 - AN ORDINANCE AMENDING TITLE IX, “PUBLIC WAYS AND PROPERTY”, OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 8, “RIGHT-OF-WAY PATIO PROGRAM”, SO AS TO ESTABLISH REGULATIONS GOVERNING BUSINESSES’ USES OF PUBLIC RIGHTS-OF-WAY; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

44. 10701 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 12, BLOCK 13, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST KENTUCKY AVENUE AND SOUTH CLAY STREET), BY PERMITTING (1) A REDUCED MINIMUM FRONT YARD SETBACK AND (2) 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 **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

45. 10702 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 4, MOODY ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH CARVER STREET, APPROXIMATELY 265 FEET NORTH OF CLOVERDALE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

46. 10703 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY

OF MIDLAND TO REZONE A 1.992-ACRE TRACT OF LAND OUT OF TRACTS 2 AND 3, MIDKIFF HEIGHTS, CITY AND COUNTY OF MIDLAND, TEXAS FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED EAST OF THE INTERSECTION OF AUSTIN STREET AND PRINCETON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

47. 10704 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 68, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER AND TRANSITION DISTRICT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER AND TRANSITION DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST ILLINOIS AVE, APPROXIMATELY 130 FEET WEST OF NORTH I STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

48. 10705 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.173-ACRE TRACT OF LAND OUT OF BLOCK 27, MORNINGSIDE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS FROM O-1, OFFICE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MAIN STREET AND WEST SCHARBAUER DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

49. 10706 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 24.091-ACRE TRACT OF LAND OUT OF SECTIONS 3 AND 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND BP, I-20 BUSINESS PARK DISTRICT, IN PART, TO BP, I-20 BUSINESS PARK DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST INTERSTATE 20 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 **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

50. 10707 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 44 THROUGH 51, BLOCK 11A, FAIRWAY PARK ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH BIG SPRING STREET, APPROXIMATELY 665 FEET SOUTH OF PALMER DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A NIGHTCLUB FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE;

PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

51. 2025-187 - RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE LOCATED ON LOT 1, LESS THE SOUTH 50 FEET, BLOCK 44, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 211 NORTH MARSHALL STREET, MIDLAND, TEXAS 79701) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

52. 2025-188 - RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE LOCATED ON LOT 9, BLOCK 136, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 301 SOUTH JEFFERSON STREET, MIDLAND, TEXAS 79701) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

53. 10708 - AN ORDINANCE AMENDING TITLE XI, “PLANNING AND DEVELOPMENT”, CHAPTER 13, “MUNICIPAL DRAINAGE UTILITY” OF THE CITY CODE OF MIDLAND, TEXAS, SO AS (1) TO REVISE THE EXEMPTIONS TO THE DRAINAGE CHARGE AND (2) TO REVISE THE DRAINAGE CHARGE; PROVIDING FOR CRIMINAL ENFORCEMENT AND A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION **(DISTRICT: ALL) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

54. 10709 - AN ORDINANCE AMENDING TITLE VI, “POLICE REGULATIONS” OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 11, “SEX OFFENDER REGULATIONS”, SO AS TO PROHIBIT A SEX OFFENDER (1) FROM RESIDING WITHIN 1,500 FEET OF PREMISES WHERE CHILDREN COMMONLY GATHER AND (2) FROM ENTERING PREMISES WHERE CHILDREN COMMONLY GATHER; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION **(DISTRICT: ALL) (POLICE DEPARTMENT) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

MISCELLANEOUS

55. 10710 - AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE**

& FISCAL MANAGEMENT)

56. 10711 - AN ORDINANCE MAKING CERTAIN AMENDMENTS TO THE 2024-2025 FISCAL YEAR BUDGET SO AS TO INCREASE AMOUNTS APPROPRIATED TO CERTAIN FUNDS **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

57. - CONDUCT INTERVIEWS OF APPLICANTS TO SERVE ON THE BOARD OF DIRECTORS OF THE MIDLAND DEVELOPMENT CORPORATION **(DISTRICT: ALL) (CITY SECRETARY) (TRANSPARENT & CONSISTENT COMMUNICATION)**

58. - CONSIDER ONE OR MORE MOTIONS MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT: ALL) (CITY SECRETARY) (TRANSPARENT & CONSISTENT COMMUNICATION)**

PUBLIC COMMENT

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

EXECUTIVE SESSION

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

60.a **Section 551.071, Consultation with Attorney**

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

Discuss pending or contemplated litigation.

60.b **Section 551.072, Deliberation Regarding Real Property**

Discuss the purchase, exchange, lease, or value of real property.

60.c **Section 551.074, Personnel Matters**

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

Deliberate the appointment of applicants to serve on the Board of Directors of the Midland Development Corporation.

60.d **Section 551.087, Deliberation Regarding Economic Development Negotiations**

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

Respectfully Submitted

_____
Tommy Gonzalez
City Manager

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

CITY OF MIDLAND, TEXAS
MINUTES FOR CITY COUNCIL REGULAR MEETING
November 18, 2025 - 10:00 AM

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 AM, November 18, 2025.

Council Members present: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman

Council Members absent: Jack Ladd

Staff members present: City Manager Tommy Gonzalez, City Attorney Nicholas Toulet-Crump, City Governance Officer/City Secretary Marcia Bentley-German, Deputy City Manager Morris Williams Jr., Deputy City Manager Jose Ortiz

OPENING ITEMS

Mayor Blong called the meeting to order at 10:03 a.m.

1. Invocation - Pastor Jon Slayden, Home Line Baptist Church
2. Pledge of Allegiance

PROCLAMATIONS AND RECOGNITIONS

3. Presentation of special events, organizations, individuals, or periods of time including, but not limited to:
   - 3.a Presentation of Proclamation for “The Project Blueprint 2025 Class”
   - 3.b Presentation of Proclamation for “World Polio Day”
   - 3.c Presentation of Winning Artwork – Love Midland Art Contest

CONSENT AGENDA

John Burkholder moved to Approve Consent Agenda items 4-23, excluding items 12, 13, 15, & 20; seconded by Brian Stubbs.

4. MOTION APPROVING THE FOLLOWING MINUTES:
   - 4.a REGULAR SESSION OF OCTOBER 28, 2025.
   - 4.b SPECIAL SESSION OF OCTOBER 29, 2025.
   - 4.c SPECIAL SESSION OF NOVEMBER 6, 2025

DRAFT

5. 2025-156 - RESOLUTION CASTING THE CITY OF MIDLAND'S VOTES FOR DIRECTOR OF THE MIDLAND CENTRAL APPRAISAL DISTRICT FOR JOHN SCHARBAUER; AND DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO FILE THE APPROPRIATE DOCUMENTS **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

6. 2025-157 - RESOLUTION AWARDING A CONTRACT TO EMERGING COMPOUNDS TREATMENT TECHNOLOGIES, INC. D/B/A ECT2 FOR THE MAINTENANCE OF FOUR (4) OSHKOSH 1500 STRIKER ARFF FOAM TANKS AND PIPING FOR A TOTAL COST OF $189,600.00; AND AUTHORIZING PAYMENT FOR SAID CONTRACT **(DISTRICT: 4) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

7. 2025-158 - RESOLUTION APPROVING THE PURCHASE OF ONE THOUSAND EIGHTY (1,080) MIDLAND FIRE DEPARTMENT UNIFORMS FROM GT DISTRIBUTORS, INC., THROUGH BUYBOARD FOR A TOTAL COST OF $185,229.40; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 2025-159 - RESOLUTION APPROVING THE PURCHASE OF A UTILITY TRACTOR FROM KUBOTA TRACTOR CORPORATION DBA KAIGE KUBOTA, LLC THROUGH BUYBOARD FOR A TOTAL COST OF $108,474.01; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

9. 2025-160 - RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR 950 WHEEL LOADER FROM WARREN POWER & MACHINERY INC. DBA WARREN CAT THROUGH SOURCEWELL FOR A TOTAL COST OF $431,007.24 FOR THE GARAGE DIVISION; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

10. 2025-161 - RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF A 13.5-MONTH MAINTENANCE AND LICENSE RENEWAL OF ENTERPRISE RESOURCE PLANNING AND ENTERPRISE PLANNING AND LICENSING SOFTWARE SYSTEMS FROM TYLER TECHNOLOGIES, INC., FOR A TOTAL COST OF $345,606.25; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

11. 2025-162 - RESOLUTION APPROVING THE PURCHASE OF FIVE HUNDRED (500) 3 CUBIC YARD RESIDENTIAL REFUSE CONTAINERS, FIVE HUNDRED (500) 3.5 CUBIC YARD COMMERCIAL REFUSE CONTAINERS, AND FIVE (5) 30-YARD CONSTRUCTION REFUSE CONTAINERS FROM ROLL-OFFS USA THROUGH BUYBOARD FOR A TOTAL COST OF $746,230.00; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

12. 2025-163 - RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF FOUR MOBILE SURVEILLANCE TRAILERS AND TWENTY-

DRAFT

TWO POLE/WALL MOUNTED CAMERAS TO GOVIEW, LLC, FOR A TOTAL COST OF $412,956.00; AND AUTHORIZING PAYMENT FOR SAID CONTRACT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Council Member John Burkholder pulled this item for community awareness.

Council Member John Norman inquired if the trailers will be stationary or able to move about the City.

Chief Information Officer Gorgees Eskander reported they will be able to be trailed about the City as needed.

Council Member John Burkholder inquired about the cameras that are set up at parks

which Mr. Eskander reported some cameras are permanent.

Council Member Brian Stubbs reported he would like TIRZ to be a part of this.

Chief Information Officer Gorgees Eskander explained the use of AI with regard to monitoring the cameras.

Mayor Blong reported this helps lift the burden off Police Officers.

Chief Financial Officer Christy Weakland reported TIRZ funding will be used.

Council Member Amy Stretcher Burkes inquired about the timeline for Beal Park security cameras.

City Manager Tommy Gonzalez reported it is contractual that Beal Park will have security cameras.

John Burkholder moved to Approve; seconded by Brian Stubbs.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman
NAY: None
ABSTAIN: None
ABSENT: Jack Ladd

13. 122-2025 - MOTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER 1 WITH JONES BROS. DIRT AND PAVING CONTRACTORS, INC. REGARDING THE NORTH FAIRGROUNDS ROAD - LOOP 250 TO MOCKINGBIRD LANE PAVING PROJECT; SAID CHANGE ORDER TO BE IN THE AMOUNT OF $689,662.76 AND TO PROVIDE FOR CHANGES TO THE WORK, INCLUDING ADJUSTMENTS TO THE DESIGN, TO ACCOMMODATE UNFORESEEN CIRCUMSTANCES AFFECTING THE PROJECT **(DISTRICT: 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Council Member John Burkholder inquired about more information on the change order.

DRAFT

Engineering Services Director Gabriel McClelland gave a brief overview of the item noting they are not going back to the general fund for this item.

John Burkholder moved to Approve; seconded by John Norman.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman
NAY: None
ABSTAIN: None
ABSENT: Jack Ladd

14. 2025-164 - RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE CONTRACT WITH HUBER TECHNOLOGY INC., FOR REFURBISHING AND OPTIMIZATION SERVICES FOR ALL HUBER SCREENING CONTROL AND OPERATING UNITS AT THE WATER RECLAMATION FACILITY FOR THE UTILITIES DEPARTMENT FOR A TOTAL COST OF $2,035,448.24; AND AUTHORIZING PAYMENT FOR SAID CONTRACT **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

15. 2025-165 - RESOLUTION RATIFYING AND APPROVING CERTAIN EMERGENCY SEWER MAIN MANHOLE REPAIRS ALONG SCHARBAUER DRIVE BY MIDESSA UNDERGROUND, LLC, FOR A TOTAL COST OF $136,513.19; AND AUTHORIZING PAYMENT FOR SAID REPAIRS **(DISTRICT: 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Public Works Officer & Utilities Director Carl Craigo gave a brief overview of the item noting they are inspecting the man-holes of the draws to stay on top of the ones that are in dire need of repair.

John Norman moved to Approve; seconded by Robin Poole.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman
NAY: None
ABSTAIN: None
ABSENT: Jack Ladd

16. 2025-166 - RESOLUTION AUTHORIZING THE PURCHASE OF AN ESTIMATED ANNUAL SUPPLY OF POLYMER, COPPER SULFATE, AND GYPSUM NEEDED FOR THE WATER RECLAMATION FACILITY FOR FISCAL YEAR 2026 FROM MULTIPLE BIDDERS FOR A TOTAL COST OF $778,345.00; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

17. 2025-167 - RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. TO DRILL SIX OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 6,627 FEET AND 6,727 FEET EAST OF STATE HIGHWAY 349 AND BETWEEN 6,660 FEET AND 6,669 FEET NORTH OF OCCIDENTAL PARKWAY); AND

DRAFT

WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT **(DISTRICT: 1) (DEVELOPMENT SERVICES - OIL AND GAS) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

18. 2025-168 - RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. TO DRILL FIVE OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,182 FEET AND 1,262 FEET EAST OF STATE HIGHWAY 349 AND 7,122 FEET NORTH OF OCCIDENTAL PARKWAY); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT **(DISTRICT: 1) (DEVELOPMENT SERVICES - OIL AND GAS) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

19. 123-2025 - MOTION AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED REVOCABLE LICENSE AGREEMENT WITH MIDLAND DOWNTOWN FARMERS MARKET ("MDFM") REGARDING CITY-OWNED PROPERTY DESCRIBED AS (I) THE PORTION OF COLORADO STREET LOCATED NORTH OF OHIO AVENUE AND SOUTH OF TENNESSEE AVENUE AND (II) BLOCK 7, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS; SAID AMENDED AND RESTATED REVOCABLE LICENSE AGREEMENT SUPERSEDING THAT CERTAIN REVOCABLE LICENSE AGREEMENT WITH MDFM THAT BECAME EFFECTIVE ON JANUARY 1, 2024 **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

20. 124-2025 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-031) BETWEEN THE CITY OF MIDLAND AND COG OPERATING LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 10 AND 11, BLOCK X, H.P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: 1) (ENGINEERING SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Engineering Services Director Gabriel McClelland gave a brief overview of the item noting this is an overhead power line for Conoco.

Brian Stubbs moved to Approve; seconded by John Norman.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman
NAY: None
ABSTAIN: None
ABSENT: Jack Ladd

21. 125-2025 - MOTION AUTHORIZING THE EXECUTION OF A LETTER AGREEMENT WITH BETA CRUDE CONNECTOR, LLC ("BCC") PROVIDING FOR BCC'S RELOCATION OF ITS CATHODIC PROTECTION TEST POINT AND VENT PIPE (THE "RELOCATION") TO ACCOMMODATE THE WIDENING OF BRIARWOOD AVENUE; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL OTHER DOCUMENTS NECESSARY FOR THE RELOCATION; AND AUTHORIZING PAYMENT TO BCC IN THE AMOUNT OF BCC'S ACTUAL COST FOR THE RELOCATION, WHICH IS PRESENTLY ESTIMATED TO BE $81,485.00, PROVIDED THAT THE CITY'S TOTAL PAYMENT SHALL NOT EXCEED $97,782.00

(DISTRICT: 4) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

22. 2025-169 - RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR VIP1X-TRANSFER; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE **(DISTRICT: ALL) (POLICE DEPARTMENT) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

23. 126-2025 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-317-024) WITH ETC NORTH PERMIAN MIDSTREAM LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 34, BLOCK 38, T-1-N, T&P RR CO. SURVEY, MARTIN COUNTY **(DISTRICT: 1) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

24. 10685 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 1.0-ACRE TRACT OF LAND OUT OF SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF GLADIOLA AVENUE, APPROXIMATELY 465 FEET EAST OF GOLDEN GATE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 28, 2025) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10685.

John Burkholder moved to Approve; seconded by John Norman.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman
NAY: None
ABSTAIN: None
ABSENT: Jack Ladd

25. 10686 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 3.919-ACRE TRACT OF LAND OUT OF SECTION 9, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF MAYFIELD PLACE, APPROXIMATELY 165 FEET NORTH OF FAIRFIELD LANE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 28, 2025) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

DRAFT

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10686.

John Norman moved to Approve; seconded by Brian Stubbs.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman
NAY: None
ABSTAIN: None
ABSENT: Jack Ladd

26. 10687 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 11A, BLOCK 8, WESTRIDGE PARK ADDITION, SECTION 52, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF WINDHAVEN DRIVE, APPROXIMATELY 190 FEET SOUTH OF DEAUVILLE BOULEVARD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A HOTEL 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 (FIRST READING HELD OCTOBER 28, 2025) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10687.

John Norman moved to Approve; seconded by Brian Stubbs.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman
NAY: None
ABSTAIN: None
ABSENT: Jack Ladd

27. 10688 - AN ORDINANCE VACATING AND ABANDONING A 0.1377-ACRE PORTION OF ALLEY RIGHT-OF-WAY OUT OF BLOCK 35, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST TEXAS AVENUE, APPROXIMATELY 140 FEET EAST OF NORTH BIG SPRING STREET) IN ACCORDANCE WITH THAT CERTAIN MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, MIDLAND DEVELOPMENT CORPORATION, AND MIDLAND DOWNTOWN RENAISSANCE, LP THAT WAS EXECUTED ON JANUARY 25, 2024, AS AMENDED; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD OCTOBER 28, 2025) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10688.

DRAFT

Brian Stubbs moved to Approve; seconded by John Norman.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman
NAY: None
ABSTAIN: None
ABSENT: Jack Ladd

PUBLIC HEARINGS

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

28. 10689 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 3, BLOCK 45, FAIRMONT PARK ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 450 FEET SOUTH OF HENRY KOONTZ BOULEVARD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A MOVIE THEATER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10689.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a specific use designation for the sale of alcohol.

Mayor Blong opened the public hearing at 10:40 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Council discussion ensued about extending the time until 2:00 a.m.

Mrs. Triggs reported this theater plan is slightly different than the other Cinergy properties.

John Burkholder moved to Defer; seconded by Robin Poole.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman
NAY: None
ABSTAIN: None
ABSENT: Jack Ladd

29. 10690 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY

DRAFT

OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 7, BLOCK 23, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LEE STREET AND EAST TEXAS AVENUE), 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 **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10690.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a specific use designation for the sale of alcohol.

Mayor Blong opened the public hearing at 10:46 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Burkholder moved to Approve; seconded by John Norman.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman
NAY: None
ABSTAIN: None
ABSENT: Jack Ladd

30. 10691 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 3, BLOCK 14, OXFORD HEIGHTS, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MIDLAND DRIVE, APPROXIMATELY 200 FEET SOUTH OF STOREY AVENUE), 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 **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10691.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a specific use designation for the sale of automobile or other motorized vehicles and service.

Mayor Blong opened the public hearing at 10:48 a.m. There being no one present wishing to

speak, the public hearing was immediately closed.

John Norman moved to Approve; seconded by Amy Stretcher Burkes.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman
NAY: None
ABSTAIN: None
ABSENT: Jack Ladd

31. 10692 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 29 AND 30, BLOCK 3, COUNTRY SKY ADDITION, SECTION 28, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WIND CHASE AND DESERT WIND), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

This item was pulled by applicant. No Action taken by Council, however, Council Member Amy Stretcher Burkes reported she thought it was a success.

32. 10693 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE NORTH 270.30 FEET OF TRACT 18, MELODY ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF MEADOWLARK LANE, APPROXIMATELY 475 FEET EAST OF ORIOLE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10693.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is a request for a special exception to permit a reduced minimum lot area.

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

Amy Stretcher Burkes moved to Approve; seconded by John Norman.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman
NAY: None
ABSTAIN: None

DRAFT

ABSENT: Jack Ladd

33. 10694 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2A, BLOCK 3, WESTRIDGE PARK ADDITION, SECTION 10, 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 WEST SIDE OF TRADEWINDS BOULEVARD, APPROXIMATELY 280 FEET SOUTH OF ANDREWS HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10694.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is a rezone request.

Council Member John Burkholder inquired if there is a way we can update the ordinance to eliminate these request since they are pretty simple.

Mrs. Triggs reported providing flexibility is helpful.

Mayor Blong reported on the importance of when to do a PD vs not doing one.

Mayor Blong opened the public hearing at 10:54 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Burkholder moved to Approve; seconded by John Norman.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman
NAY: None
ABSTAIN: None
ABSENT: Jack Ladd

34. 10695 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2A AND 2B, BLOCK 1, CORPORATE PLAZA, SECTION 20, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER, IN PART, TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF CORPORATE DRIVE AND EDWARDS STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

DRAFT

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10695.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is a rezone request.

Mayor Blong opened the public hearing at 10:56 a.m.

Charles Harrington, 3203 Boyd Avenue, gave a brief presentation of the item noting this is a high-end luxury storage & flex warehouse that may go up to 3,400 square feet in size.

There being no one else wishing to speak, the public hearing was closed at 11:03 a.m.

Brian Stubbs moved to Approve; seconded by John Burkholder.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman
NAY: None
ABSTAIN: None
ABSENT: Jack Ladd

35. 10696 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1, 2, AND 3, BLOCK 127, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST KENTUCKY AVENUE AND SOUTH LAMESA ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10696.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is a rezone request.

Council Member John Norman reported that this is the reason for the overlay districts.

Mayor Blong opened the public hearing at 11:06 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to Approve; seconded by John Burkholder.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman
NAY: None
ABSTAIN: None
ABSENT: Jack Ladd

36. 10697 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY

DRAFT

OF MIDLAND TO REZONE A 1.992-ACRE TRACT OF LAND OUT OF TRACTS 2 AND 3, MIDKIFF HEIGHTS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED EAST OF THE INTERSECTION OF AUSTIN STREET AND PRINCETON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10697.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is a rezone request. Three letters of objection were received regarding traffic but it did not spark a super majority.

Mayor Blong inquired if wording can be stated in the motion that trees may not be planted under power lines.

Mayor Pro Tem Robin Poole reported her concern is the street access.

Deputy City Manager Jose Ortiz reported the developers would need to work with the neighbors to the east for cross access.

Council Member Brian Stubbs inquired if that agreement would happen during the platting process.

Planning & Development Officer Elizabeth Triggs reported there is no requirement in the code that those easement have to be a part of the plat.

Mayor Blong opened the public hearing at 11:12 a.m.

Shafik Tejani, 4113 Kessler Court, explained why he is requesting this zoning change.

Mayor Pro Tem Robin Poole reported her concern is the traffic near the school and

congestion in the area.

Council discussion ensued.

Mrs. Triggs suggested to defer this item and look at other options.

There being no one else wishing to speak, the public hearing was closed at 11:20 a.m.

Robin Poole moved to Defer; seconded by Amy Stretcher Burkes.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman
NAY: None
ABSTAIN: None
ABSENT: Jack Ladd

DRAFT

MISCELLANEOUS

37. 127-2025 - MOTION GRANTING SSC SIGNS AND LIGHTING'S APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 3, BLOCK 45, FAIRMONT PARK ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 450 FEET SOUTH OF HENRY KOONTZ BOULEVARD) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is a sign appeal for a larger sign.

Council discussion ensued regarding changing the code regarding signage to be proportionate to the size of the building.

John Norman moved to Approve; seconded by Brian Stubbs.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, John Norman
NAY: None
ABSTAIN: None
ABSENT: Jack Ladd

38. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT: ALL) (CITY SECRETARY) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Mayor Pro Tem Robin Poole reported she feels it may be better to have the Midland Development Corporation interviews in open session instead of closed session for the sake of transparency.

City Attorney Nicholas Toulet-Crump reported that from a policy standpoint, we are well within the guardrails to have interviews in executive session if that is the wish of the Council. Mr. Toulet-Crump also explained the differences between the advisory boards versus the decision making boards.

Council discussion ensued and it was decided that if the interviewees didn't mind, they may conduct the interviews in person.

PUBLIC COMMENT

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

EXECUTIVE SESSION

Mayor Blong recessed the City Council meeting to go into Executive Session at 11:49 a.m.

DRAFT

40. 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:

40.a **Section 551.071, Consultation with Attorney**

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

Discuss contemplated or pending litigation.

40.b **Section 551.072, Deliberation Regarding Real Property**

Discuss the purchase, exchange, lease, or value of real property.

40.c **Section 551.074, Personnel Matters**

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

Conduct interviews and deliberate the appointment of Midland Development Corporation directors.

Mayor Blong called the open session for Midland Development Corporation (MDC) Board interviews to order at 1:29 p.m in open session.

The MDC interviewees were Luis Sanchez at 1:30 p.m., Denzil West at 1:46 p.m., Abraham Bejil at 2:05 p.m. and James Griffis at 2:22 p.m.

40.d **Section 551.087, Deliberation Regarding Economic Development Negotiations**

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

All the business at hand having been completed, the meeting adjourned at 2:50 p.m.

PASSED AND APPROVED December 16, 2025.

_____
Lori Blong, Mayor

ATTEST _____

DRAFT

Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

CITY OF MIDLAND, TEXAS
MINUTES FOR CITY COUNCIL SPECIAL MEETING
November 17, 2025 - 9:00 AM

The City Council convened in Special session in the Council Chamber, City Hall, Midland, Texas, at 9:00 AM, November 17, 2025.

Council Members present:	John Burkholder, Amy Stretcher Burkes, Lori Blong, Jack Ladd
Council Members absent:	Robin Poole, Brian Stubbs, John Norman
Staff members present:	City Manager Tommy Gonzalez, City Attorney Nicholas Toulet-Crump, City Governance Officer/City Secretary Marcia Bentley-German

SPECIAL SESSION

1. 2025-170 - RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE NOVEMBER 4, 2025 GENERAL ELECTION FOR THREE (3) CITY OFFICERS

Mayor Blong called the meeting to order at 9:02 a.m.

Jack Ladd moved to Approve; seconded by John Burkholder.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Jack Ladd
NAY: None
ABSTAIN: None
ABSENT: Robin Poole, Brian Stubbs, John Norman

All the business at hand having been completed, the meeting adjourned at 9:03 a.m.

PASSED AND APPROVED December 16, 2025.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 5.
Meeting Date: December 16, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2026 CHIP SEAL PROJECT TO CLARK CONSTRUCTION OF TEXAS, INC. OF VICTORIA, TEXAS AT A TOTAL COST OF $1,132,000.00; APPROVING $56,600.00 FOR CONTINGENCIES; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for Fiscal Year 2026 Chip Seal Project to Clark Construction of Texas, Inc. of Victoria, Texas, for a cost of $1,132,000.00 plus $56,600.00 in contingencies for a project cost of $1,188,600.00 for the Transportation Division.

Recommended Action:

Fiscal Impact:
Funds are available in the General Fund Operating Budget.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
The City Manager approved plans and specifications and authorized advertisement for bids for the 2026 Chip Seal Project. Bid requests were issued to two hundred fourty-eight (248) contractors, twenty-six (26) viewed the bid request. We received three (3) bids. Staff recommends awarding the base bid items to the lowest responsive bidder, Clark Construction of Texas, Inc. Please see the attached memo from Rick Brown, Transportation Project Manager, for further information.

Therefore, please consider awarding a contract for Fiscal Year 2026 Chip Seal Project to Clark Construction of Texas, Inc. of Victoria, Texas, for a cost of $1,132,000.00 plus $56,600.00 in contingences for a project cost of $1,188,600.00.

Attachments:
A. Memo to Award FY 2026 Chip Seal Project
B. RESOLUTION W/EXH - Award FY2026 Chip Seal Project Reso w Exh
C. Contract 26000774
D. 26000774 Bid Tab

Erika Munoz, General Services	Created/Initiated - 12/2/2025
Regina Stephenson, General Services	Approved - 12/3/2025
Christy Weakland, Finance	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/6/2025
Jose Ortiz, City Manager	Approved - 12/6/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Rick Brown, Transportation Project Manager

SUBJECT: Recommend Award; Fiscal Year 2026 Chip Seal Project; Bid# 26000774

DATE: November 6, 2025

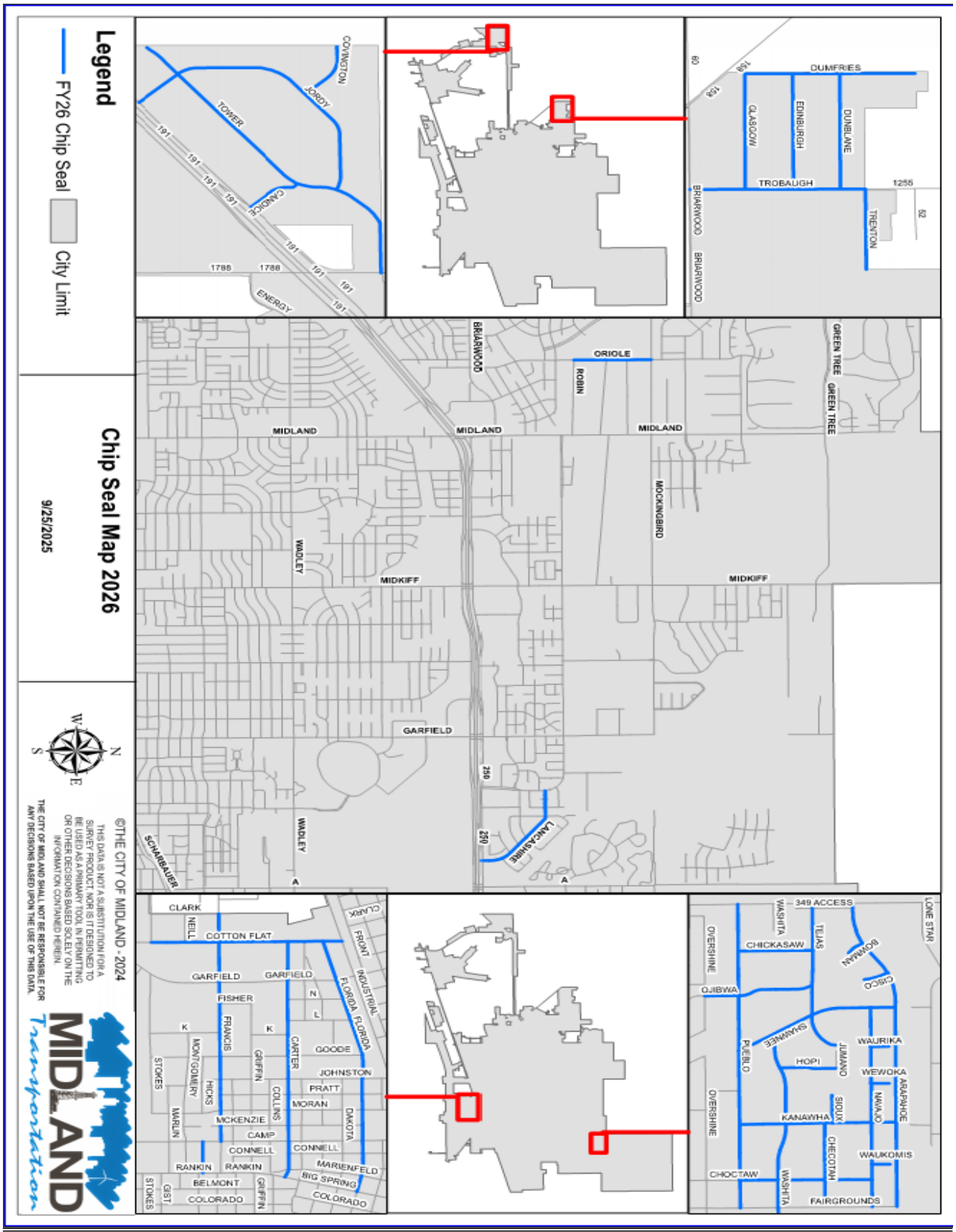
CC: Abe Langston, Transportation Manager

Chip Seal consists of a uniform spray application of an asphalt binder followed by a uniform application of a graded cover coat aggregate which is then rolled with pneumatic tire rollers over a properly prepared surface. The FY 2026 Chip Seal Project includes streets generally located in central Midland. Please see the map on page 2.

We have reviewed the bid tabulation for the FY 2026 Chip Seal Project. Clark Construction of Texas Inc. is the apparent low bidder and is listed on Tx. DOT's list of Prequalified Contractors and has a track record of successfully completing work in the surrounding area. In addition, the unit prices appear to be in line with current pricing trends. Therefore, we are recommending the award of the FY 2026 Chip Seal Project to Clark Construction of Texas Inc. in the amount of $1,132,000.00 plus 5% contingency for a total amount of $1,188,600.00 (Base Bid + 5% Contingency). Please see the funding source below:

Funding Source: (00185 54220; Maintenance Streets and Roadways)

Base Bid:	$1,132,000.00
Contingency 5%:	$56,600.00
Total Contract Amount:	$1,188,600.00


Legend
FY26 Chip Seal
City Limit
Chip Seal Map 2026
9/25/2025
©THE CITY OF MIDLAND - 2024
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.
MIDLAND Transportation
MIDLAND
BRIARWOOD
ORIOLE
ROBIN
GREEN TREE
MOCKINGBIRD
WADLEY
GARFIELD
MIDKIFF
LANCASHIRE
SCHARBAUER
CLARK
COTTON FLAT
NEILL
FISHER
FRANCIS
GRIFFIN
CARTER
GOODE
JOHNSTON
PRATT
MORAN
DAKOTA
MARIENFELD
BIG SPRING
COLORADO
MCKENZIE
CAMP
CONNELL
RANKIN
BELMONT
GIST
STOKES
MONTGOMERY
HICKS
MARLIN
FLORIDA
INDUSTRIAL
FRONT
COLLINS
DUMFRIES
GLASGOW
EDINBURGH
DUNBLANE
TROBAUGH
TRENTON
BRIARWOOD
COVINGTON
JORDY
TOWER
CANDICE
ENERGY
1788
191
1788
1255
52
60
158
349 ACCESS
LONE STAR
WASHITA
TEJAS
CHICKASAW
SEMINOLE
CHISCO
OJIBWA
OVERSHINE
SHAWNEE
PUEBLO
HOPI
JUMANO
WAURIKA
WEWOKA
ARAPAHOE
KANAWHA
SIOUX
OTOANI
NAVAJO
CHEYENNE
CHEROKEE
WALIKOMIS
CHOCTAW
FAIRGROUNDS

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2026 CHIP SEAL PROJECT TO CLARK CONSTRUCTION OF TEXAS, INC. OF VICTORIA, TEXAS, AT A TOTAL COST OF $1,132,000.00; APPROVING $56,600.00 FOR CONTINGENCIES; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the Fiscal Year 2026 Chip Seal Project (the "Project"); and

WHEREAS, Bid No. 26000774 was opened on November 5, 2025, with the lowest responsible bidder being Clark Construction of Texas, Inc. of Victoria, Texas ("Contractor"), having submitted a bid of $1,132,000.00 as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit A, shall not exceed $1,132,000.00; 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 City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $1,132,000.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than $56,600.00. The sum of $56,600.00 is approved for contract contingencies.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $1,188,600.00 from funds available in the General Fund operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

26000774 FY 2026 Chip Seal Project
Bid Opening: November 5, 2025

				First Choice Paving LLC		CK Newberry, LLC		Clark Construction of Texas, Inc.	
			Total Cost	$1,876,636.80		$1,197,000.00		$1,132,000.00	
#	Items	Quantity Required	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	1	LS	$76,500.00	$76,500.00	$125,000.00	$125,000.00	$156,000.00	$156,000.00
#0-2	Clean, prepare and place surface seal in accordance with attached Bid Item Notes and Specifications	320,000	SY	$5.6254275	$1,800,136.80	$3.35	$1,072,000.00	$3.05	$976,000.00

Bid Summary

248	Bids were Issued
26	Document takers
0	No bids were received
3	Bids listed above
245	Bidders did not respond

THE CITY OF MIDLAND

CONTRACT

Contract No. 26000774

THIS CONTRACT, effective the 17th day of December, 2025, by and between the City of Midland, hereinafter referred to as "CITY", and Clark Construction of Texas, Inc, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 1,132,000.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the FY 2026 Chip Seal Project. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 365 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. To the extent that Sections 2271.002 and 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared, _____, an officer of Clark Construction of Texas, 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 _____, 2025.

_____

Notary Public, State of _____

Exhibit 'A'

Date: 10/15/2025

MIDLAND
Purchasing Division

300 NORTH LORAINE
P. O. BOX 1152
MIDLAND, TX 79702

BID NO: 26000774

CLOSING DATE: **November 5, 2025**

CLOSING TIME: **2:00 PM**

BIDS WILL BE RECEIVED UNTIL **2:00 PM** on **11/05/2025** THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Various Locations, Midland, TX**

DESCRIPTION
Chip Seal shall consist of a uniform spray application of an asphalt binder followed by a uniform application of a graded cover coat aggregate which is then rolled with pneumatic tire rollers over a properly prepared surface. Excess aggregate is removed, and an optional application of fog seal (emulsified asphalt) may be applied for FY 2026.
TOTAL

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. 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.
3. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
4. **LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**
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.
7. **PUBLIC INFORMATION:** To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR EMAIL PURCHASING@MIDLANDTEXAS.GOV

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: Clark Construction of Texas, Inc.
ADDRESS: 111 Elk Dr.
CITY: Victoria STATE: TX ZIP 77904
PHONE NO: 361-573-3130 EMAIL: robyn@clarkpave.com
DELIVERY CAN BE MADE: 111 Elk Dr., Victoria, TX 77904
AUTHORIZED SIGNATURE:

A Message for Our Vendors

The City of Midland, Texas has developed a strategic plan with long-term objectives, new mission and vision statements, and a course of action to carry out goals established by and for our community. This includes strategic priorities that will address our economy, infrastructure, quality of life, standards for a safe and secure city, plus much more that's detailed below. We hope you join us on this exciting journey and to be part of the energy toward a successful and prosperous Midland!

Vision Statement

The City of Midland will be the premier and safest city in West Texas by providing world-class municipal services through operational excellence and a culture of innovation.

Mission Statement

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

Communication • Customer Service
Economic Development
Fiscal Responsibility & Accountability
High-Performing City Team • Legislation
Quality of Place • Technology Improvements

Core Values

Commitment: Duty to the public good.
Engagement: Foster partnerships and collaboration.
Excellence: Practice continuous improvement.
Innovation: Embrace creativity and cutting-edge solutions.
Integrity: Operate with transparency and accountability.
Inclusivity: Ensure all voices are heard and valued.

Vendor & Contractor Communication

In order to ensure smooth coordination and effective communication between contractors and the City of Midland**, it is imperative that contractors provide adequate advance notice before commencing work on specific projects**. The city requires ten (10) days' notice on commencement of project. This advance notice requirement serves to notify all relevant city departments, ensuring proper preparation and coordination of resources. Additionally, it facilitates timely dissemination of information to the public, if necessary, thereby minimizing potential disruptions and maximizing transparency throughout the project lifecycle. **By adhering to this protocol, contractors demonstrate their commitment to fostering productive partnerships with the City of Midland and upholding standards of efficient project management and community engagement. This commitment is a part of our strategic plan, with direct ties to Goal 4: Transparent and Consistent Communication and Strategies 4.4 and 4.5.**

Strategic Plan

1. Strong Economy with More Quality Jobs

1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.

1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.

1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.

1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.

1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.

1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.

1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.

1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.

1.9 Establish Our Community as a Premier Destination for Retail and Entertainment: Offer unique and compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.

2. Set the Standard for a safe and secure City

2.1 Enhance public safety programs.

2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.

2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.

2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.

2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.

2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.

3. Quality of Life and Place

3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.

3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.

3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.

3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.

3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.

3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.

4. Transparent and Consistent Communication

4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.

4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.

4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.

4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.

4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.

5. Provide Sound Governance and Fiscal Management

5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.

5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.

5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.

5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.

5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.

5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.

5.7 Ensure Continued Financial Stability and Accountability: Maintain financial transparency.

5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.

5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks

and other facilities, with a standard of excellence.

5.10 Create a Work Environment that Supports Bleeding-Edge Practices: Encourage bleeding-edge practice that then cultivates an environment where employees can learn from their experiences and improve processes; thus, becoming a learning organization.

6. Strengthen and Sustain Our Infrastructure

6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.

6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.

6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.

6.4Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.

6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.

6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rather than reactive.

6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

BID SCHEDULE

2026 Chip Seal Surface Project

The various items in the Bid Schedule shall be paid at the unit price bid. Bidder agrees to perform all work described in the Contract Documents for the following unit prices:

These unit prices or lump sums shall be full compensation for furnishing all materials, equipment, labor, tools, power and transportation necessary to complete the construction of the various items of the project.

The estimated quantities shown in this Bid Schedule are approximate and are to be used only as a basis for estimating probable cost of the work to be accomplished. The materials furnished may differ somewhat from these estimates. In addition, the City of Midland reserves the right to increase, reduce, or delete any item(s) in the bid schedule as deemed to be in the best interest of the City.

Award of contract shall be determined by Total Base Bid Amount only. Payment shall be based on the unit price for the actual amount of such work completed and/or the material furnished. The streets to be treated are shown on the attached FY 2026 Chip Seal Project map. A summary of the roadway sections considered for the FY 2026 Chip Seal Project is below:

BASE BID – 2026 Chip Seal Project

Item	Description	Unit	Qty	Unit	TOTAL
1	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	LS	1	$156,000.00	$156,000.00
2	Clean, prepare and place surface seal in accordance with attached Bid Item Notes and Specifications	SY	320,000	$3.05	$976,000.00

TOTAL BASE BID: $1,132,000.00

Submitted: 10/31/2025

Clark Construction of Texas, Inc.
Chad Clark - Vice President

Vendor Name

INSTRUCTIONS TO BIDDERS

Bid # 26000774

1. **VENDOR CONTACT:**

All potential vendors shall direct ALL questions, areas for bid clarification and specification verification to the Purchasing Agent IN WRITING, via mail or fax as follows:

The City of Midland
Office of the Purchasing Agent OR FAX: (432) 685-0523
P.O. Box 1152 E-Mail: purchasing@midlandtexas.gov
Midland, TX 79702

All vendors on the bid list will then be notified of the questions and presented an answer. Verbal responses shall not be considered binding.

2. **AWARD**

If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code.

3. **BID WAIVERS:**

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

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

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

B. BIDDER'S WAIVER:

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

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

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

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

4. **AWARD OF THE CONTRACT.**

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

C. 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 his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this 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 the Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Company relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Company that Company's notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

knowledge of said claim or alleged damages. Company agrees that the requirements of this entire Contract are reasonable.

The bidder agrees that this is the intentional relinquishment of the above listed rights.

By Signing below, your company agrees to the above waiver(s). If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

Clark Construction of Texas, Inc.		10/31/2025
Company Name		Date 361-573-3130
Authorized Signature Chad Clark		Phone N/A
Print Above Name		Fax

FY 2026
Chip Seal Project Specifications

SCOPE

Chip Seal shall consist of a uniform spray application of an asphalt binder followed by a uniform application of a graded cover coat aggregate which is then rolled with pneumatic tire rollers over a properly prepared surface. Excess aggregate is removed, and an optional application of fog seal (emulsified asphalt) may be applied.

GENERAL NOTES

1. The streets to be treated are shown on the attached FY 2026 Chip Seal Project map.
2. The project shall be completed not later than August 31, 2026.
3. The Contractor shall commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 60 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.
4. The total bid submitted shall be the total compensation provided to the Contractor for the work to be performed in this contract. Any work provided for herein and not paid for directly shall be considered subsidiary to the various bid items of the contract and not direct payment shall be made.

5. Contractor shall make an examination of the project site and completely familiarize himself with the nature and extent of the work to be accomplished. No extra compensation will be allowed for any work made necessary by unusual conditions or obstacles encountered during the progress of the work, which conditions or obstacles are readily apparent upon a visit to the site. If there are any questions in this regard or if there are any discrepancies between the plans and the actual site conditions, the contractor shall notify the engineer prior to the submission of bids.
6. The Contractor shall cut back vegetation, dirt, and foreign material from the entire surface of the existing asphalt pavement by power brooming or other approved methods. Unless otherwise specified, the cost of this work shall be incidental to the project.
7. All construction operations shall be accomplished in accordance with applicable regulations of the U.S. Occupational Safety and Health Administration. Copies of the OSHA Standards may be purchased from the U.S. Government Printing Office; information and related reference materials may be obtained from OSHA; 903 San Jacinto, Austin, Texas.
8. Contractor shall comply with all applicable local, state, and federal requirements regarding excesses and waste material, including methods of handling and disposal.
9. Any existing pavement, curbs, and/or sidewalk damaged or removed by the contractor that are not part of this contract are to be repaired by the contractor to at least the preexisting condition at his expense before acceptance of the work.
10. Contractor shall take all due precautions to protect existing facilities from damage. Any damage to existing facilities incurred because of these construction operations are to be repaired immediately by the contractor to at least the pre-existing condition at no additional cost to the owner.

11. It shall be the responsibility of the contractor to protect cast iron features from damage which may occur during construction. The Contractor shall 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.
12. Contractor is responsible for complying with all applicable environmental laws.
13. The project area and surrounding areas that are utilized by the contractor shall be kept in a neat and orderly manner. Project clean up shall be done on a daily basis. Areas that have been chosen by the contractor for storing material and equipment shall be out of public access and not create hazardous conditions for the public. These areas shall be kept in a neat and orderly manner and cleaned daily. Any revegetation of these areas shall be at the contractor's expense.
14. Any water hauled to the site during the installation shall be paid by the contractor.
15. The contractor shall not use any facilities of a private property owner without a written agreement that is furnished to the City of Midland. These facilities shall include but not limited to private properties for storage, water, trash receptacles, etc. All City ordinances must be followed.
16. The contractor shall not place spoils on private property without a written agreement that is furnished to the City of Midland.
17. Control of vehicular and pedestrian traffic is of the utmost importance to the City of Midland. A traffic control plan designed to meet the sequence of construction established by the contractor shall be submitted to the City of Midland's Traffic Operations Division no less than 48 hours prior to the beginning of construction. Construction cannot begin without a traffic control plan approved by the City of Midland's Traffic Operations Division. The plan shall be detailed for the Sequence of work and not generic. The plan shall be always followed. The contractor shall place personnel in charge of the traffic control operation who have been trained in flagging procedures and in barricade and signage operations. In the event the traffic control plan or the traffic operation is not conducted in the correct manner or according to the approved plan, construction activities shall be stopped until the traffic control procedures are corrected.
18. The Contractor is reminded that this project is in an urban environment, trees and overhead utility lines are common. The Contractor shall provide the proper equipment to complete the work in the urban environment.
19. The Contractor is responsible for obtaining all necessary permits and coordinating with the Texas Department of Transportation (TxDOT) for work at all intersections with state highways.

CHIP SEAL NOTES

1. MATERIALS

a. All materials shall be of the type(s) and grade(s) shown and shall conform to the pertinent material requirements of the following items as referenced in the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest revision.
    i. Chip Seal application shall conform to TXDOT Item 316, "Seal Coat."
    ii. Asphalts shall conform to TXDOT Item 300, "Asphalts, Oils, and Emulsions."
    iii. Aggregates shall conform to TXDOT Item 302, "Aggregate for Surface Treatments."

b. Aggregate: Type PD, Grade 4, Sac-A
    i. Aggregate should be crushed igneous, volcanic (extrusive) rock of felsic composition, crushed rhyolite. (Primary Vendor: Capitol Aggregates)
    ii. Aggregate shall be composed of dry, sound, durable particles of processed stone or steel slag having a percent of wear of not more than 35 when tested in accordance with ASTM C131 Method for Resistance to Degradation of Small-Size Corse Aggregate by Abrasion and Impact in the Los Angeles Machine.
    iii. The aggregate shall be free from organic matter, clay, loam, or coated pebbles and shall contain no more than five percent of slate, shale, shist, or soft particles.
    iv. Materials that are not uniformly and/or properly coated, in the opinion of the Project Manager or their designee, shall not be accepted for use. Precoated aggregate shall be aggregate of the type and grades specified, coated with 1.0 percent (by weight) of residual bitumen from a uniform precoating AC 10 material mixed at a plant with a minimum performance grade of 64-16 (PG 64-16) or better for aggregate precoating.
    v. Limestone Rock Asphalt (LRA) chip seal aggregate shall not be used.
    vi. Mixes that do not maintain flow qualities such that the precoated aggregate may be satisfactorily spread by approved mechanical spreading devices will not be acceptable.
    vii. Furnish similar color aggregate from a common source for individual roadways unless otherwise approved.
    viii. Contractor shall keep stockpiled aggregate clear of debris and vegetative growth.
    ix. Contractor shall remove any leftover stockpiled aggregate within 30 days of final acceptance of the project.
    x. Any aggregate left stockpiled past 30 days of final acceptance will become City property.
c. Asphalt: AC 20-5TR
    i. This project requires the use of AC 20-5TR. The polymer-modified asphalt cement shall be smooth, homogenous, free from water, shall nonfoam when heated to 347°F, and shall meet the requirements of Table 3, Item 300.2.2 of the TxDOT Standard Specifications.

2. EQUIPMENT

All Equipment, tools, and machines used in the application of chip seal shall be always maintained in satisfactory working condition.

a. **Asphalt Distributor**-the distributor shall be self-powered and capable of providing a uniform application rate of asphalt binder varying from .05-1.00 gal/yd^2 over a variable width up to twenty feet in a single pass. The uniformity of the distributor shall not vary by more than 0.02 gal/yd^2. It shall be equipped with a variable power unit for the pump and full circulation spray bars, which are adjustable laterally and vertically. The nozzle angel and bar height shall be set to provide 100 percent of double coverage in a single pass. Where multiple passes will be required to complete the full width, the four inches adjacent to the second pass may be left with 50 percent coverage so that the next pass will complete the full application rate specified. The distributor shall include computerized application controls, a tachometer, pressure gauges, accurate volume devices,

calibrated tank, and a thermometer for measuring temperatures of the emulsified asphalt in the tank.

b. **Chip Spreader**-the machine shall be specifically designed and manufactured to apply various types of aggregate. It shall be self-propelled and supported by at least four tires on two axles capable of providing a uniform application rate of aggregate from 5-50 lbs/yd^2 over a variable width. It shall be designed to convey aggregate materials from a rear receiving hopper to a front spread hopper. The front spread hopper will be fixed width or variable width. The machine shall apply aggregate in a uniform pattern across the entire width of the spread hopper regardless of spreading widths. The application rates will remain consistent regardless of the speed of the machine or changing spread widths. This shall be done with computer controls that monitor the ground speed and adjust the spread hopper rate in relationship to ground speed. Application rates will be preset in lbs/yd^2.

c. **Pneumatic Rollers**-a minimum of four (4) self-propelled pneumatic tired rollers shall be used on the project unless otherwise requested by the Project Manager. The rollers shall have smooth-tread pneumatic tires of equal size staggered on the axles at such spacing and overlaps as will provide uniform pressure to seat the cover aggregate into the bituminous material without fracturing the aggregate particles. The rubber-tired rollers shall have a gross load adjustable to apply 200-250 psi (1379-1724 kPa) of rolling width. Tire pressure shall be specified for the pneumatic tire rollers and shall not vary more than plus or minus 5.0 psi (34.5 kPa). Depending on the speed of the chip seal operation and the width of coverage, additional rollers may be required. It is recommended that rollers travel 5 miles per hour during applications and no more than 10 mph.

d. **Hauling Equipment**-hauling equipment shall be operated in a prudent manner and at moderate speeds that will not damage the new chip seal or create a hazard to the traveling public. Trucks that transport aggregate shall be legally licensed, in good working condition, and be equipped with safety devices required by the United States Department of Transportation.

e. **Sweepers**

   i. **Pre/Post Application Sweepers**- all sweepers used shall be of sufficient size and hopper capacity (4 useable cubic yard minimum) to be rated by the manufacturer as street worthy sweepers. Smaller and/or specialized parking lot sweepers shall not be permitted.

   ii. **Application Sweepers**-self-propelled four wheeled rotary mechanical brooms and/or vacuum brooms capable of operation in both forward and reverse is recommended. Brooms should be checked to ensure they are in good condition and meet environmental standards.

3. **CALIBRATION**

The distributer and chip spreaders shall be calibrated to assure the proper amount of binder and aggregate are applied. The calibration shall consist of assuring mechanical and electronic components are set correctly and in good operational order. Distributers should be checked for proper nozzle size and type. Manufacturers of the equipment can provide detailed instructions for calibration procedures. Their procedures should be always followed.

4. WEATHER LIMITATIONS

The chip seal shall not be applied when the pavement is moist, or when the weather is, or may be, detrimental. Detrimental weather is defined as fog, rain showers, cool temperatures, moist pavements, threat of rain showers, unsuitably windy weather, or other environmental factors which could affect the performance of the chip seal construction. No polymer modified asphalt shall be applied when the pavement or air temperature is below 70°F and falling but may be applied when both pavement and air temperature are above 70°F and rising. No chip seal shall be applied if the relative humidity is higher than 75%.

a. Contractor shall cease work if weather or other conditions prolong opening the pavement surface to traffic.

5. NOTIFICATION AND TRAFFIC CONTROL

a. **Notification**- Contractor shall provide and distribute notice to all impacted residents and property owners at least three (3) days prior to beginning work.
    i. Contractor shall indicate application time and when the surface can be used. If necessary, include a map showing closed-off areas.
    ii. Provide phone numbers of at least two (2) individuals who represent the CONTRACTOR who can be reached at any time during the work.
    iii. Warn of potential vehicle tow away and other construction issues affecting the neighborhood.
    iv. Should work not occur on a specified day, contractor shall issue an updated notice.
    v. A copy of the notice shall be submitted to the Project Manager prior to the beginning of the project for approval.
    vi. If the City of Midland supplies the Contractor with notices, the Contractor shall distribute the City supplied notices instead of their own three (3) days prior to beginning work.

b. **Traffic Control**-the Contractor shall be responsible for the traffic control plan. The Contractor shall submit the TCP to the Project Manager forty-eight (48) hours prior to work for their acceptance before operations can begin. The Contractor shall plan and layout the work such that no traffic is allowed on new pavement while the asphalt work is being placed.
    i. Remove and properly dispose of all raised pavement markers and traffic buttons from the application surface before the chip seal application. This work shall be included in the bid cost.
    ii. Temporary raised pavement markers will be installed as needed at a minimum of 40 foot spacing.
    iii. All barricades, signs and traffic control for this project shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.
    iv. Proper traffic control is the sole responsibility of the contractor and shall be in accordance with the TMUTCD.
    v. Residential streets and minor collectors may be closed during construction; however, access to properties adjacent to the work zone shall be always maintained unless otherwise approved by the City.

Contractor shall limit the number of consecutive residential and minor collector street closures. A minimum of two travel lanes (one for each direction) shall remain open at all times on all arterial streets.

vi. Care shall be used to create a safe work area, with minimal impact on the flow of traffic.

6. **SURFACE PREPARATION**

The Contractor shall prepare work areas by removing vegetation, loose material, grease, and other petroleum distillates, dirt, clay or other objectional organic or inorganic materials from the pavement surface. Cleaning shall be performed by sweeping, flushing, or other means necessary to remove all objectionable material from the pavement surface. Material removed from the surface shall not be mixed with cover aggregate. The Contractor shall sweep the pavement surface no sooner than 1 day before surface treatment application to remove dirt, dust, or other deleterious matter. All material shall be removed from the site completely and shall not be placed, even temporarily, on curbs, yards, rights-of-way, or other areas. All materials removed from the project may be disposed of at one of the Transportation Division's stockpile locations at no cost to the contractor.

a. **NOTE:** All streets cleaned and prepared for Chip Seal must be first inspected and approved by the City's inspector and/or the Project Manager before the Chip Seal application can commence.
b. Any streets deemed too dirty for the Chip Seal application by the City must be re-cleaned by the Contractor at the Contractor's expense.
c. All raised pavement markings, buttons and adhesive material within the overlay area shall be removed prior to the application of the overlay. If markings and stripes are to be reestablished, the Contractor shall make special note so that reflective tabs can be applied to mark locations once the new surface has been applied. Unless specified otherwise, cost is included in the work of this section.
d. The Contractor shall apply temporary centerline markers as needed for work zone pavement markings as soon as the material cures. These guide markers consist of single white and/or yellow reflective roadway marker tabs at 40 foot spacing. Tabs shall be Type I reflectorized pavement markings in accordance with Item 666 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition. The contractor shall replace temporary road marker tabs as necessary throughout the project until permanent pavement marking are installed and shall remove all tabs with installation of permanent markings. The placement and maintenance of temporary lane markers and their eventual removal shall be incidental to the project.
e. Use the temporary flexible-reflective roadway marker tabs to delineate stop bars, crosswalks, symbols, or words.
f. Mask-off all manholes, valves, drainage inlets, concrete collars, and ends of streets and intersections to provide straight lines.
g. Cover, mask-off, or protect the following as applicable: railings, bridge joints, utility covers, railroad crossings, and exposed concrete such as curbs, bridge deck approach slabs, bridge decks, sidewalks, and concrete pavement.
h. Make straight lines along lip of gutters and shoulders. Keep the same thickness in these areas. No runoff on these areas will be permitted.
i. Protect the chip sealed surface from traffic until it has cured.

7. APPLICATION

Asphalt binder shall be applied by means of a pressure distributor. Application shall be a uniform continuous, full coverage spread, and under such pressure as to thoroughly coat the surface at eh specified rate. The forward speed of the distributor truck shall be synchronized with the application of the cover coat aggregate. Asphalt binder shall not be applied on a wet surface or when weather conditions would prevent the proper construction of the chip seal.

a. Asphalt Binder Application:
    i. The asphalt rate shall vary between 0.32 – 0.40 GAL/SY (nominal rate .35), with a rock rate of 110 SY/CY but may vary as directed by the Project Manager and/or conditions in the field.
    ii. The asphalt cement shall be applied at a temperature between 300-375 ºF not to exceed 400 ºF. All asphalt heated above 400 ºF shall be rejected.
    iii. The Contractor shall abide by the limits recommended in Item 300.4.1 “Storage and Application Temperatures” of the TxDOT Standard Specifications.
    iv. It shall be the responsibility of the Contractor to always provide and maintain in good working order a recording thermometer at the storage heating unit.
    v. The Contractor shall provide all the necessary facilities for determining the temperature of the asphaltic material in all heating equipment and in the distributor, for determining the rate at which they are applied, and for securing uniformity at the junction of two distributor loads. After beginning work, should the yield on the asphaltic materials appear to be in error, the distributor shall be recalibrated in a manner satisfactory to the Project Manager before proceeding with the work.
    vi. Asphaltic material for each course shall be applied a full lane width or half width of the roadway, whichever is greater. Adjust the shot width so operations do not encroach on traffic or interfere with the traffic control plan. No traffic or hauling shall be permitted over freshly applied asphaltic materials.
    vii. Asphaltic materials shall not be applied until immediate covering with aggregate is assured. Use paper or other approved material, at least 30” in width, at the beginning and end of each shot to construct a straight transverse joint and to prevent overlapping of the asphalt. Longitudinal joints shall not be permitted in wheel paths; match longitudinal joints with lane lines. The Project Manager may require a string line to keep joints straight with no overlapping. Use sufficient pressure to flare the nozzles fully.
    viii. Special care should be taken during application of any asphalt to driveways from asphalt spray.
    ix. Do not apply asphalt to the roadway until all the following are met:
        1. Traffic control methods and devices are in place as shown on the approved plans or as directed.
        2. The loaded aggregate spreader is in position and ready to begin.
        3. Haul trucks are loaded with enough aggregate to cover the shot area and are in place behind the spreader box.
        4. Rollers are in place and behind the haul trucks.

x. Stop application if it is not uniform due to streaking, ridging, puddling, or flowing off the roadway surface. Verify equipment condition, operating procedures, application temperature, and material properties. Determine and correct the cause of any non-uniform application.
xi. The Contractor shall immediately clean up any spills and/or accidental overspray onto surfaces not intended to be treated to the satisfaction of the Project Manager.

b. Aggregate Application:
Type PD, Grade 4, Sac-A
i. The asphalt rate shall vary between 0.32 – 0.40 GAL/SY, with a rock rate of 110 SY/CY but may vary as directed by the Project Manager.
ii. Precoated aggregate, of the type and grade stated above, shall be immediately and uniformly applied and spread by approved calibrated mechanical spreaders, operated on the rear of the aggregate trucks or as a separate power-driving unit. Each spreader shall be equipped with an on-board computer system which controls the rate of application to apply the rates specified. These spreader units shall be approved by the Project Manager prior to the start of work. The aggregate shall be applied at the approximate rate indicated on the plans. The aggregate shall not be applied in such thickness as to cause blanketing.
iii. Back-spoiling or sprinkling of additional aggregate material and application of additional asphaltic material over areas that have insufficient aggregate cover of asphalt shall be done by hand whenever necessary.
iv. Do not place wet aggregate.

c. Rolling:
i. Use medium pneumatic rollers that meet the requirements of Item 210, “Rolling.” If trap rock is used, the Project Manager may require steel wheel rollers.
ii. Provide a minimum of four rollers.
iii. Start rolling operation on each shot as soon as the aggregate is applied. Use enough rollers to cover the entire mat with one pass. Roll in a staggard pattern.
iv. Make a minimum of five (5) passes.
v. Additional passes may be required by the Project Manager or their designee for specific locations and/or conditions.
vi. **Patching:** Before rolling, repair spots where coverage is incomplete. Repair can be made by hand spotting or other approved method. When necessary, apply additional asphalt material to embed aggregate.
vii. The entire surface shall then be rolled with pneumatic tire rollers to ensure proper embedding into the bitumen. The rolling shall be continued until no more aggregate can be worked into the surface.
viii. If rollers are unable to keep up with the spreader box, stop application until rollers have caught up, or furnish additional rollers.
ix. Keep roller tires asphalt free.
x. The Contractor shall, at minimum, maintain and operate four pneumatic rollers during all chip seal operations. Each pneumatic roller shall have a total compacting width of not less than five feet (5’) and shall have a minimum contact pressure of 80 pounds per square inch. Each trip shall overlap the previous trip by approximately one-half the width of the front wheels.

d. Finished Surface:
    i. The Contractor shall maintain all project road surfaces until the work has been accepted by the City. Lack of uniformity, such as spots where coverage is not complete, shall be corrected by hand spotting or other approved method. All fat or bleeding surfaces shall be covered with approved material in such a manner that the asphaltic material will not adhere to or be picked up by the tires of vehicular traffic.
    ii. Upon notification of problematic areas, the Contractor shall make repairs in a timely manner.
        1. If corrections are not made within 2 days, all other work will cease until problematic areas are addressed.
    iii. Sweeping:
        1. Application Sweeping-24 hours after the embedded aggregate has been set, the surface shall be lightly broomed. All loose aggregate shall be removed from the pavement, driveways, and side streets using a power broom with light pressure, or a hand broom.
        2. Post Application Sweeping—The contractor shall sweep treated roads one week and again one month after Chip Seal application. The contractor shall remove excess or loose aggregate from paved areas, driveways, sidewalks, curbs, and residential yards to the satisfaction of the Project Manager. Street sweeping operation shall not in any way adversely affect the finished treated surface.

8. Traffic Control

Prior to start of the project, a traffic control plan shall be developed to address all aspects of traffic control, including without limitation, coordination with local officials and traffic control equipment and methods. The traffic control plan is intended to promote controlled traffic flow through the project in order to protect the safety of the contractor and owner personnel, the public and the product. The traffic control plan shall remain in place until the product has sufficiently cured to withstand traffic without damage. Any damage to the newly applied Chip Seal due to construction traffic or the premature release of traffic shall be repaired to the satisfaction of the owner at the contractor's expense.

The traffic control plan shall be submitted to the City of Midland's Traffic Division. Work cannot commence until the traffic control plan has been submitted and approved.

9. STORM WATER POLLUTION PREVENTION PLAN

The Contractor shall be responsible for establishing a Storm Water Pollution Prevention Plan (SWPPP) and complying with the requirements thereof for the project.

The Contractor is responsible for providing erosion and sediment control (BMPs) to prevent sediment from reaching paved areas, storm sewer systems, drainage courses, and adjacent properties. In the event the prevention measures are not effective, the Contractor shall remove all debris, silt, or mud and restore the right-of-way and/or effected properties to a condition as good, or better than, that present prior.

a. All temporary erosion and sedimentation (e&s) control measures must be properly selected, installed, and maintained in accordance with the manufacturer's specifications and good engineering practices. Erosion controls protection shall also

be placed at storm drain inlets in the work zone. If inspection indicates a control has been used inappropriately, or incorrectly, the Contractor must replace or modify the control for site situations. The controls must remain in place until disturbed areas are revegetated, and the areas have become permanently stabilized.

b. Litter, construction debris, and construction chemicals exposed to storm water shall be prevented from becoming a pollutant source for storm water discharges (E.G., screening outfalls, picked up daily).

10. QUALITY ASSURANCE & QUALITY CONTROL

The Contractor shall provide test reports showing that the aggregate meets the requirements of TXDOT Item 302, “Aggregate for Surface Treatments”, Item 300, “Asphalt, Oils, and Emulsions”, and the specifications for precoated aggregate contained above.

The Contractor shall provide a manifest for each asphalt load delivered to the project.

The City of Midland may perform additional testing for quality control.

WARRANTY

1. Both the Contractor and Supplier shall provide a one (1) year minimum warranty when the existing pavement is in an appropriate condition (Contractor and Supplier to determine condition). Warranty covers excessive chip loss (shelling/weathering), asphalt bleeding or flushing, and premature surface wear.
    a. Before placement notify the Project Manager if pavement condition or application condition voids the warranty.
    b. Project Manager may allow or cancel product application at no cost to OWNER if warranty cannot be given.
2. Acceptable performance after one (1) year period is no excessive weathering, bleeding, or noticeable chip loss at transverse joints. Mechanical disturbances by snowplow chatter, studded tires, etc, are excluded from warranty. Repair defective coverage at no additional cost to OWNER.

PROJECT SCHEDULE

1. It shall be the responsibility of the contractor to provide a project schedule to City staff prior to construction. The schedule should outline the anticipated start and end dates for each phase of the surface seal project.
2. The project shall be completed no later than August 31, 2026.

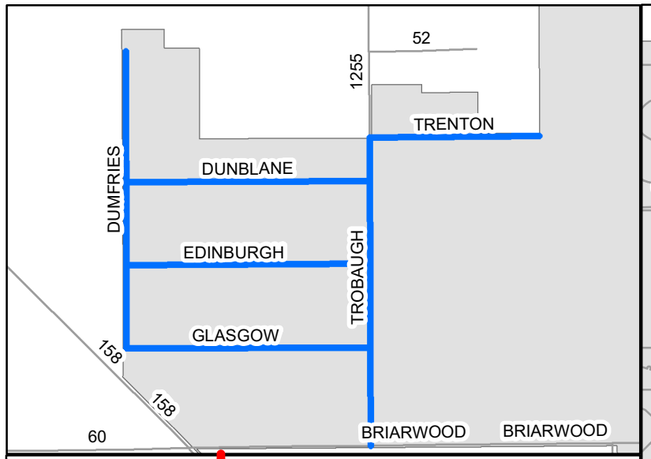
PAY ITEM NOTES

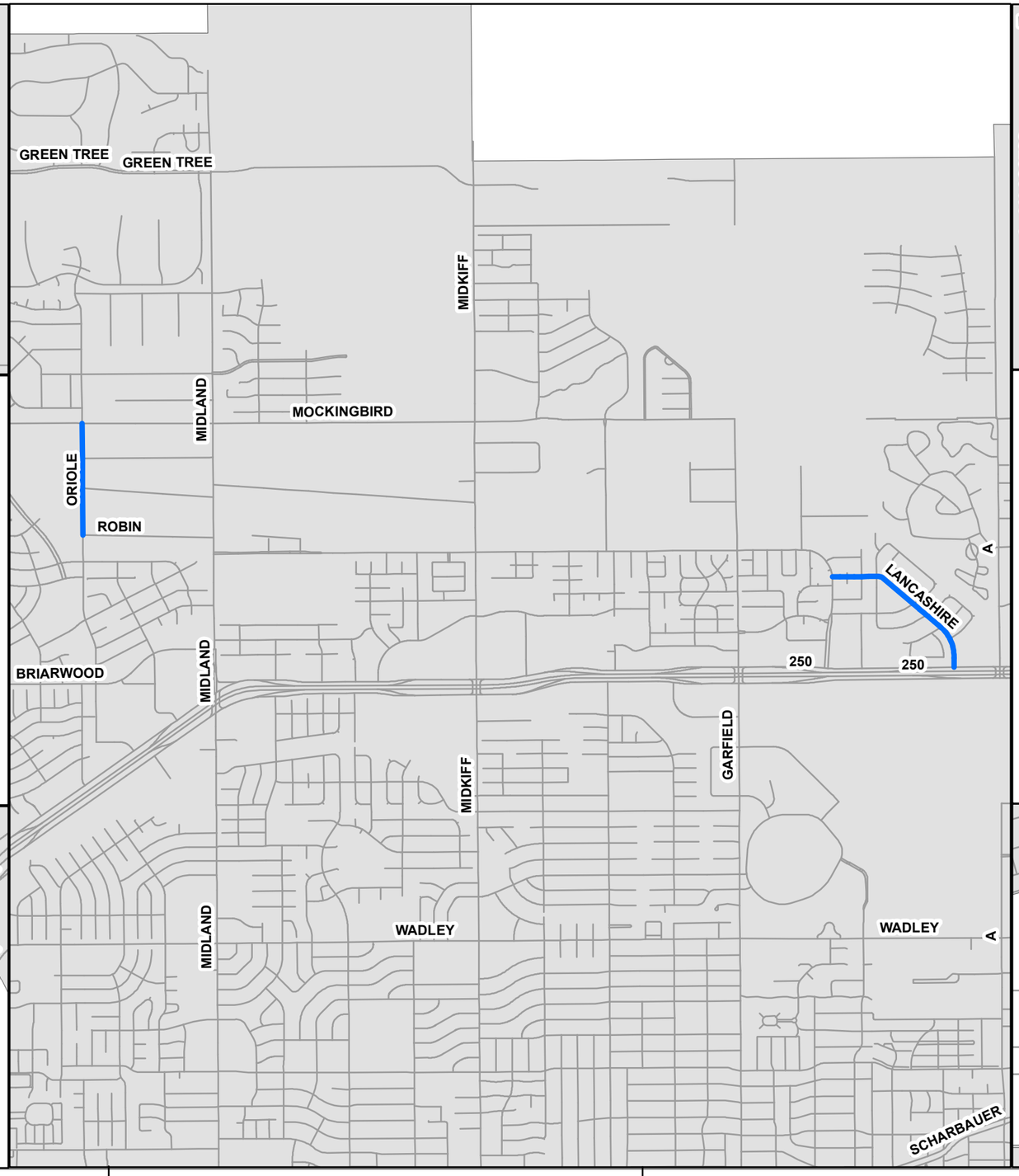
1. Shall include all necessary equipment, labor and materials to provide jobsite safety, erosion protection, and construction signing/traffic control in accordance with TMUTCD standards. Unit payment shall be lump sum.
2. Chip Seal. The chip seal shall be paid for by the number of square yards of treated roadway placed and accepted in-place at the contract unit price; this price shall be full

compensation for surface cleaning traffic and erosion control, material preparation and application, and all labor, tools, equipment, and incidentals necessary to complete the work.

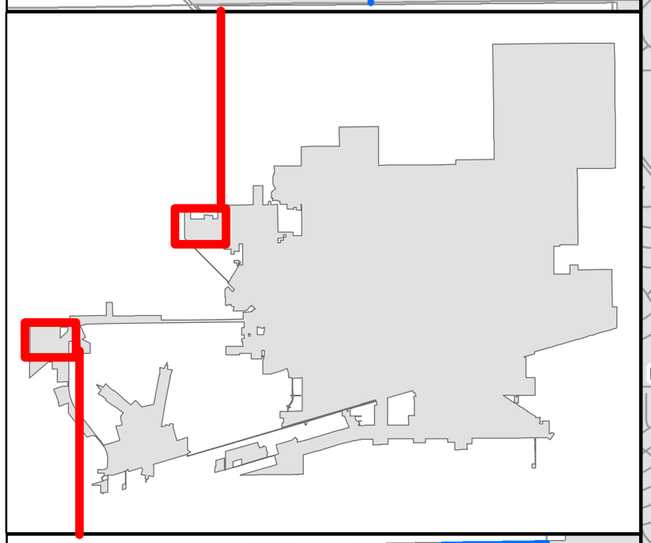
FY 2026 Chip Seal Street List

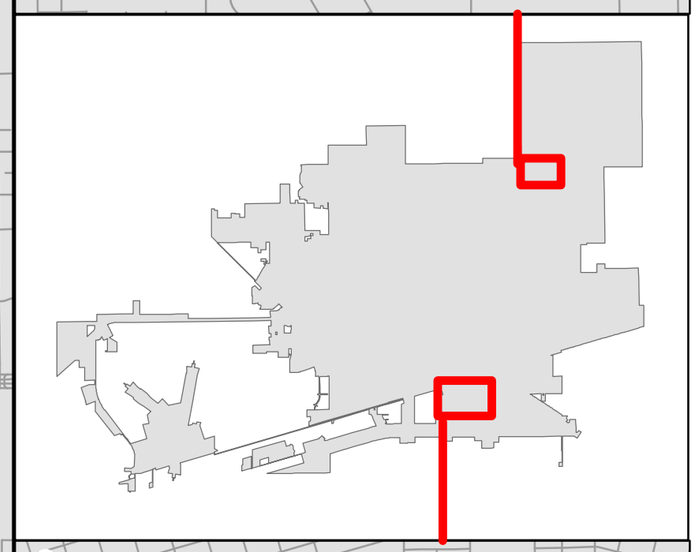
Street	From	To	Syds	Length LF
Jordy	Tower (east intersection)	Hwy 191	27,012	6,258
Tower	Hwy 1788	End of Road	40,874	7,398
Covington	End of Road	Jordy	6,189	1,373
Candice	Tower	Hwy 191	5,101	1,146
Pueblo	Hwy 349	End of Road	12,653	5,179
Washita	Shawnee	Fairgrounds	7,383	2,933
Tejas	Hwy 349	Cul-de-sac	7,619	2,657
Sioux	Kanawha	Cul-de-sac	1,698	534
Checotah	Kanawha	Cul-de-sac	4,061	1,405
Navajo	Shawnee	End of Road	9,025	3,447
Arapahoe	Hwy 349	Shawnee	4,515	1,931
Chickasaw	Tejas	Pueblo	2,529	1,078
Ojibwa	Tejas	Overshine	4,252	1,623
Shawnee	Arapahoe	Pueblo	6,247	2,506
Kanawha	North end of road	Pueblo	5,855	2,302
Choctaw	Navajo	Pueblo	5,126	1,946
Waukomis	Cul-de-sac	Navajo	1,003	334
Wewoka	Cul-de-sac	Navajo	1,060	310
Waurika	Cul-de-sac	Navajo	1,218	314
Cisco	Arapahoe	Cul-de-sac	1,286	403
Bowman	Arapahoe	Cul-de-sac	1,172	308
Hopi	Cul-de-sac	Washita	1,502	462
Trobaugh	Trenton	Briarwood	9,420	3,456
Dumfries	End of Road (north)	Glasgow	9,003	3,267
Trenton	Trobaugh	End of Road (east)	3,794	1,871
Dunblane	Dumfries	Trobaugh	8,102	2,713
Edinburgh	Dumfries	Trobaugh	7,118	2,709
Glasgow	Dumfries	Trobaugh	7,491	2,708
Lancashire	Polo Parkway/Bluebird	Loop 250	17,983	3,461
Francis	Clark	Camp	16,903	5,111
Cotton Flat	Industrial	Harris	10,979	3,723
Carter	Cotton Flat	Big Spring	21,020	5,227
Hicks	Rankin Hwy	Camp	2,718	671
Oriole	Robin	Mockingbird	5,195	2,294
Florida	Cotton Flat	Garfield	2,544	957
Florida	Garfield	Big Spring	26,990	4,869
TOTALS			**306,640**	**88,884**

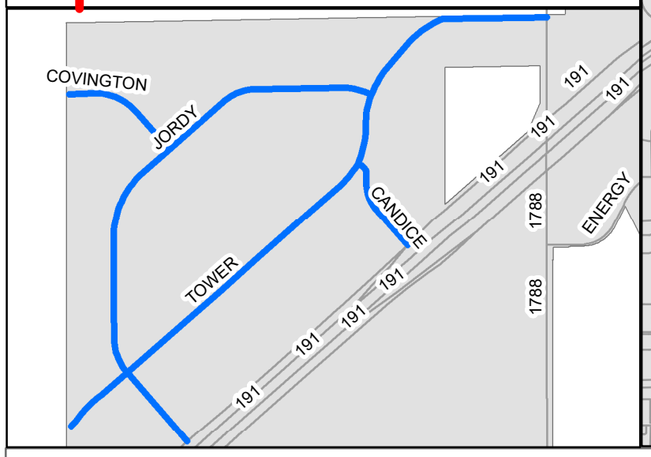


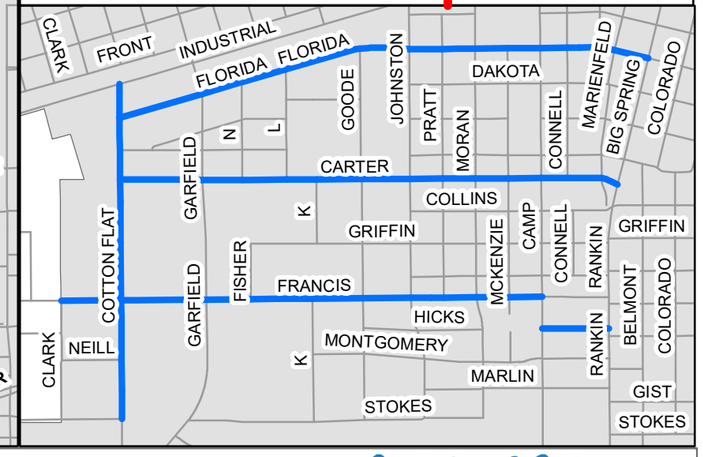












Legend

FY26 Chip Seal — City Limit

Chip Seal Map 2026

9/25/2025

©THE CITY OF MIDLAND - 2024

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND Transportation

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. N/A

KNOW ALL MEN BY THESE PRESENTS, THAT Clark Construction of Texas, Inc.

(hereinafter called the Principal), as Principal, and Federal Insurance Company

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of Five Percent of the Amount Bid DOLLARS ($ 5% AB), 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 FY 2026 Chip Seal Project Bid # 26000774.

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 5th day of November, 2025.

Clark Construction of Texas, Inc.
Principal

By Chad Clark-Vice President

Address 111 Elk Dr. Victoria, TX 77904

Federal Insurance Company
Surety

By
Michael Garcia, Attorney-in-Fact

Address 202B Hall's Mill Road Whitehouse Station, NJ 08889

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

FORM\BIDBOND.FRM

REVISED: March 30, 2011

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Namesia Anderson, Joseph R. Aulbert, Marc W. Boots, Dylan Clark, Ashley Coleman, Richard Covington, Michael Garcia, Stephanie Moore Harold, Ashley Koletar, Vickie Lacy, Melanie Salinas, Ryan Varela, Dylan Young and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **30th** day of **September 2025.**

Rupert HD Swindells, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this **30th** day of **September , 2025** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Stacy J Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 50175208
COMMISSION EXPIRES OCT 15, 2026

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 5th Day of November, 2025

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

EXHIBIT D - Heavy & Highway Wage Rate Rev 01/05/2024

"General Decision Number: TX20240002 01/05/2024

Superseded General Decision Number: TX20230002

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

|_____|_____|

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82 **	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	

```
     Front End Loader, 3CY or
     less.....................$ 12.28 **
     Loader/Backhoe...........$ 14.18 **
     Mechanic.................$ 20.14
     Milling Machine..........$ 15.54 **
     Motor Grader,  Rough.....$ 16.15 **
     Motor Grader, Fine.......$ 17.49
     Pavement Marking Machine....$ 16.42 **
     Reclaimer/Pulverizer.....$ 12.85 **
     Roller, Asphalt..........$ 10.95 **
     Roller, Other............$ 10.36 **
     Scraper..................$ 10.61 **
     Spreader Box.............$ 12.60 **

Servicer.....................$ 13.98 **

Steel Worker (Reinforcing).....$ 13.50 **

TRUCK DRIVER
     Lowboy-Float.............$ 14.46 **
     Single Axle..............$ 12.74 **
     Single or Tandem Axle Dump..$ 11.33 **
     Tandem Axle Tractor with
     Semi.....................$ 12.49 **
----------------------------------------------------------------

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

================================================================

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($17.20) or 13658
($12.90).  Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
```

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

==========

END OF GENERAL DECISION"

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

N/A

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

10/31/2025

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CITY OF MIDLAND

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: N/A

Local Address (must be within the City limits): N/A

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

   Reseller Permit Number: N/A

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

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

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

   ☐ Yes ☐ No N/A

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

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

Authorized Signature: _____ Date: 10/31/2025

Printed Name and Title: Chad Clark - Vice President

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

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

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

“Seller”, as used herein, has the same meaning as “Company”. “Buyer”, as used herein, has the same meaning as “City”.

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

The following provisions apply unless the agreement is for the supply of goods only:

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

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

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this agreement.

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

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

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

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

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

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

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

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

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

CITY OF MIDLAND

ADDENDUM

BID # 26000774

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: October 28, 2025

The following questions were raised by one or more of the proposers. The answers are provided as a matter of clarification for all proposers as follows:

Q1: We usually provide performance bonds after the Job has been awarded, do you need it in order for us to bid on the job? I have the same question over the Payment Bond, do you need it before the job has been awarded?
A1: Bid bonds are only required to submit bid. Once awarded, Performance and Payment Bonds will be submitted by company.

Q2: Do we need to fill out the CIQ Form if it doesn't apply to us?
A2: If it does not apply to company, attach blank form.

Q3: How exactly are we to provide the Traffic Control Plan and who are we to speak to? (My main question is if it is possible to close entire roads or if we need to leave one lane open at all times, this will directly affect the price, that is why I would like to know that first)
A3: Contractors can submit their desired TCP to the City of Midland's Traffic Division. The main point of contact for TC questions is Troy Clabaugh (432) 685-7285. Complete closures will be allowed in some instances provided the Contractor has submitted the TCP to the City and it has been accepted and approved beforehand.

Q4: On the gravel. Does it require us to use Coded Rock, or can we use the Regular TXDOT Rocks?
A4: The City does require the aggregate to be pre-coated rock type PD, Grade A, Sac-A specified in the specifications (Possible vendor: Capitol Aggregates). No uncoated rock and no limestone rock will be accepted.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.
All other terms and conditions shall remain the same.

Clark Construction of Texas, Inc.
Company Name

Bidder Authorized Signature

10/31/2025
Date

Chad Clark
Please Print Above Name

361-573-3130
Phone

26000774 FY 2026 Chip Seal Project
Bid Opening: November 5, 2025

				First Choice Paving LLC		CK Newberry, LLC		Clark Construction of Texas, Inc.	
			Total Cost	$1,876,636.80		$1,197,000.00		$1,132,000.00	
#	Items	Quantity Required	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	1	LS	$76,500.00	$76,500.00	$125,000.00	$125,000.00	$156,000.00	$156,000.00
#0-2	Clean, prepare and place surface seal in accordance with attached Bid Item Notes and Specifications	320,000	SY	$5.6254275	$1,800,136.80	$3.35	$1,072,000.00	$3.05	$976,000.00

Bid Summary

248	Bids were Issued
26	Document takers
0	No bids were received
3	Bids listed above
245	Bidders did not respond

City Council Meeting

Item Number: 6.
Meeting Date: December 16, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2026 CRACK SEAL PROJECT TO HOLBROOK ASPHALT, LLC OF ST. GEORGE, UTAH, AT A TOTAL COST OF $679,855.00; APPROVING $33,992.75 FOR CONTINGENCIES; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for Fiscal Year 2026 Crack Seal Project to Holbrook Asphalt LLC of St. George, Utah, for a cost of $679,855.00 plus $33,992.75 in contingencies for a project cost of $713,847.75.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the General Fund Operating Budget.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
The City Manager approved plans and specifications and authorized advertisement for bids for the Fiscal Year 2026 Crack Seal Project. Bid requests were issued to three hundred thirty-nine (339) contractors, forty (40) viewed the bid request. We received three (3) bids. Staff recommends awarding the base bid items to the lowest responsive bidder, Holbrook Asphalt LLC. Please see the attached memo from Rick Brown, Transportation Project Manager, for further information.

Therefore, please consider awarding a contract for Fiscal Year 2026 Crack Seal Project to Holbrook Asphalt LLC of St. George, Utah, for a cost of $679,855.00 plus $33,992.75 in contingences for a project cost of $713,847.75.

Attachments:
A. Memo to Award Crack Seal
B. RESOLUTION W/EXH - Award FY2026 Crack Seal Project Reso w Exh
C. 26000583 Contract
D. Bid Tab- 26000583 FY2026 Crack Seal Project

Erika Munoz, General Services	Created/Initiated - 12/2/2025
Regina Stephenson, General Services	Approved - 12/3/2025
Christy Weakland, Finance	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/6/2025
Jose Ortiz, City Manager	Approved - 12/6/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Rick Brown, Transportation Project Manager

SUBJECT: Recommend Award; FY 2026 Crack Seal Project; Bid# 26000583

DATE: November 6, 2025

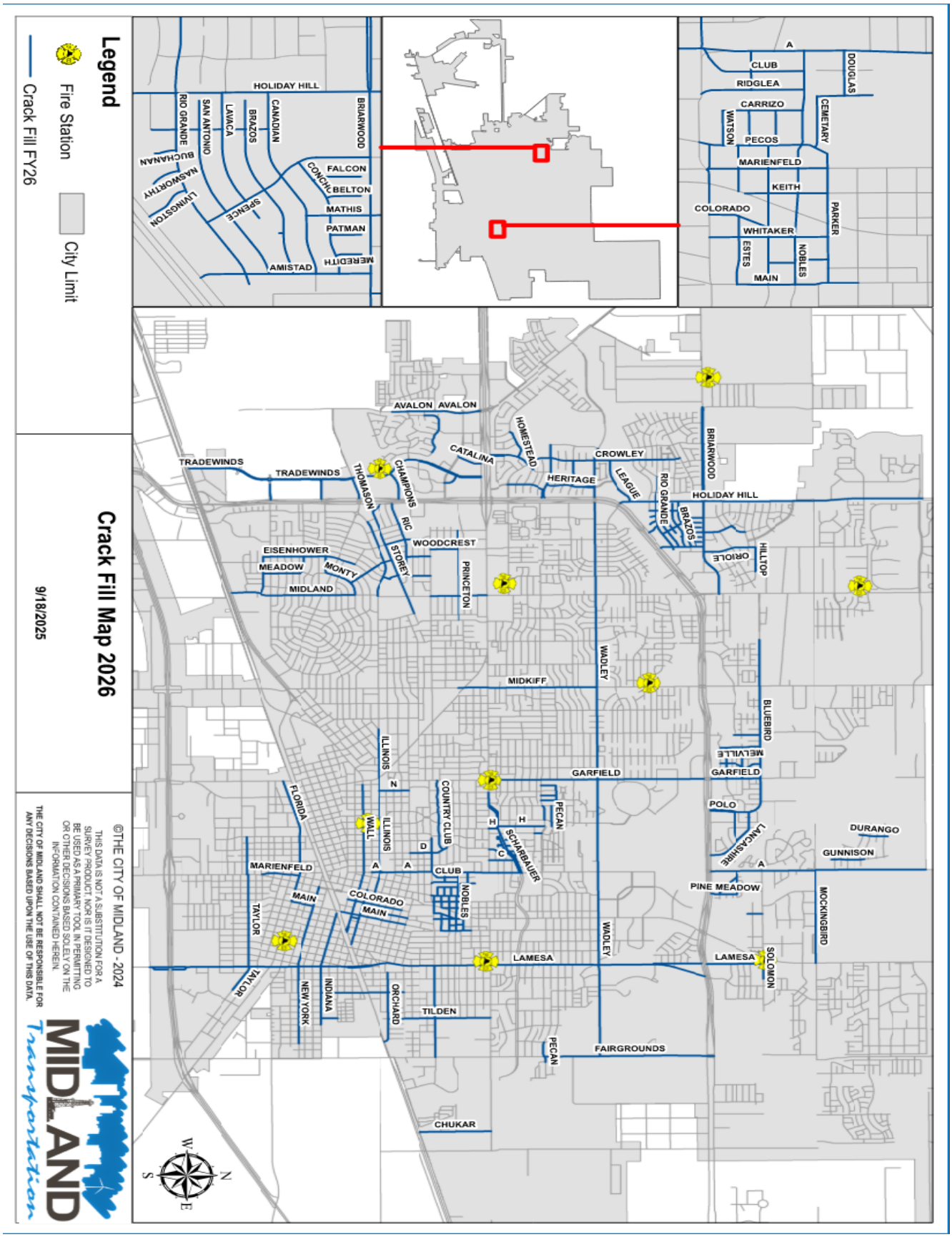
CC: Abe Langston, Transportation Manager

Crack Seal is a pavement preservation technique that includes the cleaning of cracks in the existing pavement followed by the application of hot applied bituminous crack filler. Crack fill preserves the existing paved surface by preventing the penetration of moisture into the underlying base.

We have reviewed the bid tabulation for the Fiscal Year 2026 Crack Seal Project. Holbrook Asphalt LLC is the apparent low bidder. The unit price appears to be in line with current pricing and trends. Therefore, I am recommending award of the Fiscal Year 2026 Crack Seal Project to Holbrook Asphalt LLC in the amount of $679,855.00 plus 5% contingency for a total amount of $713,847.75 (Base Bid + 5% Contingency). Please see the funding source below:

Funding Source: (00185 54220; Maintenance Streets and Roadways)

Base Bid:	$679,855.00
Contingency (5%):	$33,992.75
Total Contract Amount:	$713,847.75


Legend
Fire Station
City Limit
Crack Fill FY26
Crack Fill Map 2026
9/18/2025
©THE CITY OF MIDLAND - 2024
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.
MIDLAND Transportation
HOLIDAY HILL
RIO GRANDE
SAN ANTONIO
LAVACA
BRAZOS
CANADIAN
BRIARWOOD
BUCHANAN
NASWORTHY
LIVINGSTON
SPENCE
FALCON
CONCHO
BELTON
MATHIS
PATMAN
MEREDITH
AMISTAD
A
CLUB
RIDGLEA
CARRIZO
WATSON
PECOS
CEMETERY
DOUGLAS
MARIENFELD
KEITH
COLORADO
PARKER
WHITAKER
ESTES
NOBLES
MAIN
AVALON
HOMESTEAD
CROWLEY
CATALINA
TRADEWINDS
THOMASON
CHAMPIONS
RIC
HERITAGE
LEAGUE
RIO GRANDE
BRAZOS
ORIOLE
HILLTOP
WOODCREST
EISENHOWER
MEADOW
MONTY
STOREY
MIDLAND
PRINCETON
WADLEY
MIDKIFF
BLUEBIRD
MELVILLE
GARFIELD
ILLINOIS
FLORIDA
WALL
COUNTRY CLUB
PECAN
SCHARBAUER
POLO
LARKSHIRE
DURANGO
GUNNISON
PINE MEADOW
MOCKINGBIRD
MARIENFELD
TAYLOR
COLORADO
LAMESA
SOLOMON
NEW YORK
INDIANA
ORCHARD
TILDEN
FAIRGROUNDS
CHUKAR
W
S
N
E

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2026 CRACK SEAL PROJECT TO HOLBROOK ASPHALT, LLC OF ST. GEORGE, UTAH, AT A TOTAL COST OF $679,855.00; APPROVING $33,992.75 FOR CONTINGENCIES; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the Fiscal Year 2026 Crack Seal Project (the "Project"); and

WHEREAS, Bid No. 26000583 was opened on November 5, 2025, with the lowest responsible bidder being Holbrook Asphalt, LLC of St. George, Utah ("Contractor"), having submitted a bid of $679,855.00 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 $679,855.00; 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 City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $679,855.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than $33,992.75. The sum of $33,992.75 is approved for contract contingencies.

SECTION THREE. 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 $713,847.75 from funds available in the General Fund operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

Bid Opening: November 5,2025 26000583 FY2026 Crack Seal Project								
			Crackseal of Texas llc		Holbrook Asphalt		Stone River Bridge LLC	
		Total Cost	$789,000.00		$679,855.00		$696,687.00	
#	Items	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Clean, Prepare, and fill joints, and cracks	263	$3,000.00	$789,000.00	$2,585.00	$679,855.00	$2,649.00	$696,687.00

Bid Summary

339 Bids Issued
40 Document Takers
3 Bids listed above
1 No Bids were received
336 Bidders did not respond

THE CITY OF MIDLAND

CONTRACT

Contract No.26000583

THIS CONTRACT, effective the 17 day of December 2025, by and between the City of Midland, hereinafter referred to as "CITY", and Holbrook Asphalt LLC, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 679,855.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for FY 2026 crack and seal project for the City of Midland. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 365 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. To the extent that Sections 2271.002 and 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, 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 Holbrook Asphalt LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____

Notary Public, State of _____

Date: 10/10/2025

MIDLAND
Purchasing Division

300 NORTH LORAINE
P. O. BOX 1152
MIDLAND, TX 79702

BID NO: 26000583

CLOSING DATE:

November, 5 2025

CLOSING TIME:

2:00 PM

BIDS WILL BE RECEIVED UNTIL **2:00 PM** on **11/05/2025** THROUGH THE E-PROCUREMENT SYSTEM FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Various Locations, Midland TX**

DESCRIPTION
Labor, material, supervision, and traffic control necessary to complete the FY26 Crack Fill Project in accordance with the attached map, general notes, specifications and contract.
TOTAL $679,855.00

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. 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.
3. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
4. **LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**
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.
7. **PUBLIC INFORMATION:** To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR EMAIL PURCHASING@MIDLANDTEXAS.GOV

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: Holbrook Asphalt
ADDRESS: 1545 E. Commerce Dr.
CITY: St. George STATE: UT ZIP 84790
PHONE NO: (801) 690-6758 EMAIL: brenden@holbrookasphalt.com
DELIVERY CAN BE MADE: 1545 E. Commerce Dr., St. George, UT 84790
AUTHORIZED SIGNATURE:

A Message for Our Vendors

The City of Midland, Texas has developed a strategic plan with long-term objectives, new mission and vision statements, and a course of action to carry out goals established by and for our community. This includes strategic priorities that will address our economy, infrastructure, quality of life, standards for a safe and secure city, plus much more that's detailed below. We hope you join us on this exciting journey and to be part of the energy toward a successful and prosperous Midland!

Vision Statement

The City of Midland will be the premier and safest city in West Texas by providing world-class municipal services through operational excellence and a culture of innovation.

Mission Statement

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

Communication • Customer Service
Economic Development
Fiscal Responsibility & Accountability
High-Performing City Team • Legislation
Quality of Place • Technology Improvements

Core Values

Commitment: Duty to the public good.
Engagement: Foster partnerships and collaboration.
Excellence: Practice continuous improvement.
Innovation: Embrace creativity and cutting-edge solutions.
Integrity: Operate with transparency and accountability.
Inclusivity: Ensure all voices are heard and valued.

Vendor & Contractor Communication

In order to ensure smooth coordination and effective communication between contractors and the City of Midland**, it is imperative that contractors provide adequate advance notice before commencing work on specific projects**. The city requires ten (10) days' notice on commencement of project. This advance notice requirement serves to notify all relevant city departments, ensuring proper preparation and coordination of resources. Additionally, it facilitates timely dissemination of information to the public, if necessary, thereby minimizing potential disruptions and maximizing transparency throughout the project lifecycle. **By adhering to this protocol, contractors demonstrate their commitment to fostering productive partnerships with the City of Midland and upholding standards of efficient project management and community engagement. This commitment is a part of our strategic plan, with direct ties to Goal 4: Transparent and Consistent Communication and Strategies 4.4 and 4.5.**

Strategic Plan

1. Strong Economy with More Quality Jobs

1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.

1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.

1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.

1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.

1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.

1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.

1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.

1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.

1.9 Establish Our Community as a Premier Destination for Retail and Entertainment: Offer unique and compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.

2. Set the Standard for a safe and secure City

2.1 Enhance public safety programs.

2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.

2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.

2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.

2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.

2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.

3. Quality of Life and Place

3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.

3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.

3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.

3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.

3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.

3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.

4. Transparent and Consistent Communication

4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.

4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.

4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.

4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.

4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.

5. Provide Sound Governance and Fiscal Management

5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.

5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.

5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.

5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.

5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.

5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.

5.7 Ensure Continued Financial Stability and Accountability: Maintain financial transparency.

5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.

5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks

and other facilities, with a standard of excellence.

5.10 Create a Work Environment that Supports Bleeding-Edge Practices: Encourage bleeding-edge practice that then cultivates an environment where employees can learn from their experiences and improve processes; thus, becoming a learning organization.

6. Strengthen and Sustain Our Infrastructure

6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.

6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.

6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.

6.4Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.

6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.

6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rather than reactive.

6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

FY 2026 Crack Seal Project

Special Provisions

1. General

Project shall be completed by March 31, 2026.

Work shall include the cleaning and sealing of joints and cracks in asphalt concrete roadway surfaces and Portland cement concrete (PCC) roadway surfaces.

Contractor shall observe and comply with all federal, state and local laws, safety and health regulations including all warning and traffic control signs, ordinances and all ordinances and all regulations which in any manner affect the conduct of the work.

All operations shall be accomplished in accordance with applicable regulations of the U.S. Occupational Safety and Health Administration. Copies of the OSHA Standards may be purchased from the U.S. Government Printing Office; information and related reference materials may be obtained from OSHA; 903 San Jacinto, Austin, Texas.

Contractor is responsible for complying with all applicable environmental laws.

Contractor shall furnish all labor, materials and equipment to complete the work. All equipment, tools and machines used in performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product.

Contractor shall make an examination of the project site and completely familiarize himself with the nature and extent of the work to be accomplished. No extra compensation will be allowed for any work made necessary by unusual conditions or obstacles encountered during the progress of the work, which conditions or obstacles are readily apparent upon a visit to the site. If there are any questions in this regard or if there are any discrepancies between the plans and the actual site conditions, the contractor shall notify the Project Manager prior to the submission of bids.

Contractor shall be required to remain on the project until all work is complete.

Application rates shall be as specified by the material manufacturer and per material specifications.

Crack sealing material shall be applied within the temperature range and within the acceptable weather conditions set forth in the manufacturer’s specifications.

Contractor shall employ all necessary safety precautions to prevent injury to person, property and equipment. Noise shall be kept to a minimum.

Contractor shall clean up and remove all surplus materials, debris, containers and other job-related items or defacements from the premises after completion.

The Contractor is reminded that this project is located in an urban environment, trees and overhead utility lines are common. The Contractor shall provide the proper equipment to complete the work in the urban environment.

Qualification of Material Sources— Crack fill/seal material shall be a hot-applied asphalt based product designed for use to fill cracks in asphalt concrete or Portland cement concrete pavements. Recommended material includes Crafco Superflext HT, Crafco PolyFlex Type 3, or an approved equal.

Equipment—Heat the sealant in a double-jacketed heater using heat transfer oil so no direct flame comes in contact with the shell of the vessel containing the sealing compound. Provide a heater capable of circulating and agitating the sealant during the heating process to achieve a uniform temperature rise and maintain the desired temperature. Provide gauges to monitor the temperature of the vessel contents and avoid overheating the material. Provide a heater equipped with a gear-driven asphalt pump with adequate pressure to dispense the sealant.

2. Construction Methods

Construction Schedule—It shall be the responsibility of the contractor to provide a project schedule to City staff prior to beginning work. The schedule should outline the anticipated start and end dates for each phase of the project.

Traffic Control—Proper traffic control is the sole responsibility of the contractor and shall be in accordance with the TMUTCD. Care shall be used to create a safe work area, with minimal impact on the flow of traffic. Access to properties adjacent to the work zone shall be maintained at all times unless otherwise directed by City staff. A minimum of two travel lanes (one for each direction) shall remain open at all times on all arterial streets.

A traffic control plan shall be submitted to the City of Midland's Traffic Operations Division no less than 48 hours prior to the beginning of construction. Construction cannot begin without a traffic control plan approved by the City of Midland's Traffic Operations Division.

Sealing will be from edge of pavement to edge of pavement including joints between asphalt and concrete including curb lines.

All work shall be done in the best and most workmanlike manner by qualified careful and efficient workers, in strict conformity with the best accepted practices of each craft concerned, and at all times workmanship shall be subject to inspection and approval of the City of Midland's Engineering Department.

Air compressors or other acceptable methods shall be used to clean out sand and other foreign material from the crack to a depth of at least twice the joint or crack width prior to placing the crack fill materials. If air compressors are used, they shall provide moisture and oil free compressed air and shall be of sufficient size to clear out debris from the crack or joint.

No product shall be applied until joints and cracks requiring treatment have been cleaned, inspected and approved. The pavement surface must be clean and dry. Product manufacturer's heating and application instructions shall be followed.

Contractor shall be responsible for applying the crack seal material in a method to ensure complete coverage of the cracks. The product shall be applied in the crack or joint reservoir uniformly from bottom to top and filled without formation of entrapped air voids.

The product shall not be applied when the weather is foggy or when rain threatens. When the atmosphere or pavement temperature is below 40°F (4°C), a heat lance shall be used to warm the pavement immediately prior to product application. The pavement surface must be clean and dry. The product temperature shall meet the manufacturer's recommendations.

Sealed areas must not track when driven over. Contractor shall keep the area closed to traffic and/or place blotting material till the crack seal material has cured and tracking will not occur.

Crack filling does not include alligatored areas.

Contractor shall provide backer rod and sand to be placed in cracks larger than 3/8" in width prior to placement of asphalt sealer. There is not a separate pay item for backer rod and sand. Work is incidental to unit cost.

PAY ITEM NOTES

1. The crack fill shall be paid for by the number of lane miles filled as measured in-place at the contract unit price; which price shall be full compensation for all surface cleaning, traffic and erosion control, material preparation and application as well as any labor, tools, equipment and incidentals necessary to complete the work.

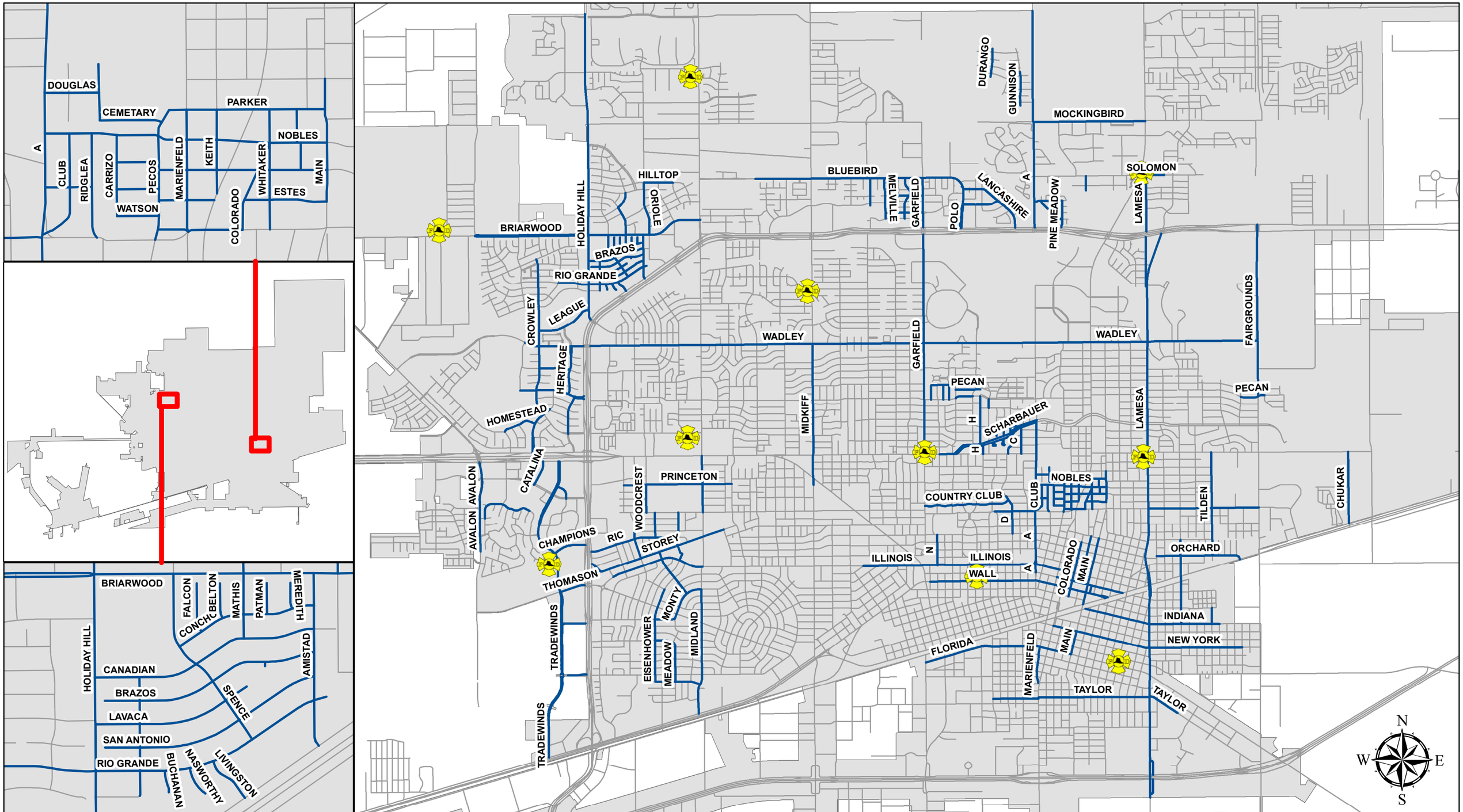
STREET NAME	CRACK FILL LANES	AVG PAVE WIDTH	PAVE LENGTH (FT)	LANE MILES
A St	2	26	5661.96	2.14
Amistad Dr	2	37	2076.92	0.79
Annetta Dr	2	28	892.12	0.34
Avalon Dr	2	67	4227.06	1.6
Belton Pl	2	38	422.62	0.16
Bentwood Dr	2	37	1653.78	0.62
Bluebird Ln	2	38	4047.66	1.53
Brazos Av	2	36	2272.53	0.86
Brazos Ct	2	34	415.83	0.16
Briarwood Av	2	32	10859.78	4.11
Buchanan Pl	2	38	266.57	0.1
C St	2	34	1158.06	0.44
Canadian Av	2	38	2755.48	1.04
Candlestick Dr	2	36	1416.74	0.54
Carrizo St	2	36	969.51	0.37
Carver St	2	39	4019.2	1.52
Castleford Rd	2	36	3125.87	1.18
Catalina Dr	2	46	1151.76	0.44
Cemetary Rd	2	22	742.82	0.28
Chapel Hill Dr	2	37	2086.14	0.79
Chukar Ln	2	29	3412.41	1.3
Club Dr	2	26	1387.49	0.53
Colorado St	2	46	3767.98	1.43
Comanche Dr	2	37	2160.18	0.82
Concho Dr	2	36	1728.74	0.65
Conroe Ct	2	34	301.83	0.11
Conroe St	2	38	1120.05	0.42
Country Club Dr	2	33	4076.25	1.54
Cowden Av	2	34	2514.26	0.95
Crest Dr	2	33	557.48	0.21
Crowley Blvd	2	37	7502.21	2.84
Cuthbert Av	2	37	7872.8	2.98
D St	2	37	3139.76	1.19
Douglas Av	2	34	649.28	0.25
Durango Dr	2	37	844.14	0.32
Edgewood Dr	2	36	3620.65	1.37
Eisenhower Dr	2	37	4487.02	1.7
Estes Av	2	34	2149.56	0.81
Fairgrounds Rd	2	54	7506.75	2.84
Falcon Pl	2	34	589.38	0.22
Florida Av	2	22	942.96	0.36

STREET NAME	CRACK FILL LANES	AVG PAVE WIDTH	PAVE LENGTH (FT)	LANE MILES
Goliad Dr	2	34	1402.84	0.53
Graceland Dr	2	33	1129.91	0.43
Grassland Blvd	2	44	3554.09	1.35
Greathouse Av	2	37	837.89	0.32
Gunnison Dr	2	38	1318.84	0.5
H St	2	36	2706.64	1.03
Hereford Blvd	2	53	1671.19	0.63
Heritage Blvd	2	51	3635.37	1.38
Highland Blvd	2	37	1471.75	0.56
Hilltop Dr	2	38	1390.31	0.53
Hodges St	2	33	687.1	0.26
Holiday Hill Rd	2	43	5382.86	2.04
Homestead Blvd	2	37	1612.94	0.61
Humble Av	2	37	1347.06	0.51
Indiana Av	2	37	6493.63	2.46
Keith St	2	33	1001.77	0.38
Keswick Rd	2	36	1492.37	0.57
Lamesa Rd	2	45	3893.27	1.47
Lancashire Rd	2	48	3472.05	1.32
Lavaca Ct	2	32	300.13	0.11
Lavaca Av	2	36	1623.14	0.61
League Dr	2	40	2707.6	1.03
Leisure Dr	2	31	2097.1	0.79
Livingston St	2	37	596.03	0.23
Loraine St	2	47	3004.98	1.14
Main St	2	35	2234.28	0.85
Marienfeld St	2	41	3192.11	1.21
Mathis Dr	2	32	287.86	0.11
Mathis St	2	37	1420.02	0.54
McClintic St	2	33	687.29	0.26
Meadow Dr	2	33	1656.7	0.63
Meadowpark Dr	2	26	1195.33	0.45
Melville Dr	2	37	1311.21	0.5
Meredith Pl	2	37	313.53	0.12
Mockingbird Ln	2	28	5331.53	2.02
Monty Dr	2	34	2110.64	0.8
N St	2	33	1457.04	0.55
Nasworthy Pl	2	38	369.06	0.14
Neely Av	2	37	826.74	0.31
New York Av	2	33	9149.55	3.47
Nobles Av	2	34	3384.25	1.28

STREET NAME	CRACK FILL LANES	AVG PAVE WIDTH	PAVE LENGTH (FT)	LANE MILES
Nolan Ryan Dr	2	37	1392.2	0.53
Oaklawn Dr	2	33	436.47	0.17
Orchard Ln	2	32	4069.51	1.54
Oriole Dr	2	37	310.44	0.12
Parker Av	2	36	1857.46	0.7
Patman Pl	2	34	314.54	0.14
Pecan Av	2	36	2339.71	0.89
Pecos St	2	33	1599.77	0.61
Pine Meadow Dr	2	26	1289.07	0.49
Pine Needle Ln	2	14	459.4	0.17
Polo Pkwy	2	45	3183.1	1.21
Princeton Av	2	37	5166.89	1.96
Racquet Club Dr	2	33	749.84	0.28
Ric Dr	2	37	5230.89	1.98
Ridglea Dr	2	24	1772.48	0.67
Rio Grande Av	2	37	1611.58	0.61
San Antonio Av	2	35	2719.33	1.03
Scharbauer Dr	2	29	8741.61	3.31
Solomon Ln	2	33	1177.26	0.45
Southgate St	2	33	781.97	0.3
Spence Dr	2	37	839.91	0.32
Spring Meadow Ln	2	26	675.14	0.26
Storey Av	2	37	6765.11	2.56
Taylor Av	2	31	7475.68	2.83
Tilden St	2	32	4922.1	1.86
Tradewinds Blvd	2	34	21660.59	8.2
Wall St	2	32	1364.3	0.52
Watson St	2	34	872.83	0.33
Western Dr	2	37	445.03	0.17
Westridge Blvd	2	58	743.01	0.28
Whitaker St	2	33	1436.09	0.54
Whitman Dr	2	37	807.48	0.31
Woodcrest Dr	2	36	1325.86	0.5
Woodlawn Dr	2	33	443.1	0.17
2 LANE TOTAL	**2**	**35.9**	**295,291.34**	**111.89**
Bluebird Ln	3	48	4372.19	2.49
Hereford Blvd	3	37	336.04	0.19
Illinois Av	3	51	4718.81	2.68
Lamesa Rd	3	33	707.82	0.4

STREET NAME	CRACK FILL LANES	AVG PAVE WIDTH	PAVE LENGTH (FT)	LANE MILES
Main St	3	36	1521.48	0.86
Oriole Dr	3	37	2216.45	1.26
Polo Pkwy	3	48	571.31	0.32
Rio Grande Av	3	37	2832.63	1.61
Spence Dr	3	37	1463.71	0.83
Spring Meadow Ln	3	37	724.14	0.41
Taylor Ave	3	37	1563.68	0.89
Tilden St	3	37	756.89	0.43
Whitman Dr	3	37	502.68	0.29
3 LANE TOTAL	**3**	**39.4**	**22,287.83**	**12.66**
Bluebird Ln	4	62	844.39	0.64
Fairgrounds Rd	4	61	344.53	0.26
Florida Av	4	49	4455.43	3.38
Garfield St	4	48	4169.29	3.16
Illinois Av	4	57	5518.48	4.18
Lamesa Rd	4	47	8211.65	6.22
Main St	4	51	1730.05	1.31
Texas Av	4	59	3238.51	2.45
Tradewinds Blvd	4	37	1012	0.77
Wadley Av	4	57	3475.18	2.63
Wall St	4	54	3171.44	2.4
4 LANE TOTAL	**4**	**52.9**	**36,170.95**	**27.40**
A St	5	61	12205.02	11.56
Briarwood Av	5	65	4696.98	4.45
Champions Dr	5	64	1565.22	1.48
Florida Av	5	61	541.41	0.51
Garfield St	5	63	8387.55	7.94
Golf Course Rd	5	72	681.96	0.65
Holiday Hill Rd	5	42	4053.19	3.84
Illinois Av	5	61	4023.57	3.81
Lamesa Rd	5	65	15732.21	14.9
Main St	5	48	381.02	0.36
Melville Dr	5	36	628.09	0.59
Midkiff Rd	5	69	5137.59	4.87
Midland Dr	5	62	8655.42	8.2
Thomason Dr	5	61	1220.46	1.16
Tradewinds Blvd	5	66	1464.8	1.39
Wadley Av	5	74	5609.79	5.31

STREET NAME	CRACK FILL LANES	AVG PAVE WIDTH	PAVE LENGTH (FT)	LANE MILES
Wall St	5	61	4325.79	4.1
5 LANE TOTAL	**5**	**60.6**	**79,310.07**	**75.12**
Garfield St	6	73	335.9	0.38
Hereford Blvd	6	78	1123.18	1.28
Midkiff Rd	6	70	636.44	0.72
Wadley Av	6	72	14938.48	17
6 LANE TOTAL	**6**	**73.3**	**17,034.00**	**19.38**
Briarwood Av	7	77	871.52	1.16
Midkiff Rd	7	78	954.38	1.27
Wadley Av	7	72	10547.97	13.98
7 LANE TOTAL	**7**	**75.7**	**12,373.87**	**16.41**
GRAND TOTAL			**462,468.06**	**262.86**



Legend

- Fire Station
- City Limit
- Crack Fill FY26

Crack Fill Map 2026

9/18/2025

©THE CITY OF MIDLAND - 2024

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND Transportation

MIDLAND
Purchasing Division

Bid Schedule
2026 Crack Fill Project
26000583

The various items in the Bid Schedule shall be paid at the unit price bid. Bidder agrees to perform all work described in the Contract Documents for the following unit prices:

These unit prices or lump sums shall be full compensation for furnishing all materials, equipment, labor, tools, power and transportation necessary to complete the construction of the various items of the project.

The estimated quantities shown in this Bid Schedule are approximate and are to be used only as a basis for estimating probable cost of the work to be accomplished. The materials furnished may differ somewhat from these estimates. In addition, the City of Midland reserves the right to increase, reduce, or delete any item(s) in the bid schedule as deemed to be in the best interest of the City.

Award of contract shall be determined by Total Base Bid Amount only. Payment shall be based on the unit price for the actual amount of such work completed and/or the material furnished.

BASE BID – 2026 Crack Seal Project

Item	Description	Unit	Qty	Unit	Total
1	Clean, prepare and fill joints and cracks in accordance with attached Bid Item Notes and Specifications	LM	263	2,585.00	679,855.00
2	Total Base Bid				679,855.00

Submitted: Holbrook Asphalt
By: Brenden van der Stappen
Its: Estimating Manager
Nov. 5, 2025

INSTRUCTIONS TO BIDDERS

1. **VENDOR CONTACT:**

All potential vendors shall direct ALL questions, areas for bid clarification and specification verification to the Purchasing Agent IN WRITING, via mail or fax, or via the E-Procurement System as follows:

The City of Midland
Office of the Purchasing Agent OR FAX: (432) 685-0523
P.O. Box 1152 E-Mail: purchasing@midlandtexas.gov
Midland, TX 79702 https://midlandtexas.bonfirehub.com

All vendors on the bid list will then be notified of the questions and presented an answer. Verbal responses shall not be considered binding.

2. **AWARD**

If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code.

3. **BID WAIVERS:**

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

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

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

B. BIDDER'S WAIVER:

BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM

THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

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

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

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

4. **AWARD OF THE CONTRACT.**

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

C. 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 his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this 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 the Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Company relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Company that Company's notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

The bidder agrees that this is the intentional relinquishment of the above listed rights.

By Signing below, your company agrees to the above waiver(s). If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

Holbrook Asphalt
Company Name

Nov. 5, 2025
Date

Bidder Authorized Signature

(801) 690-6758
Phone Number

Brenden van der Stappen
Please Print Name

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 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. TBA

KNOW ALL MEN BY THESE PRESENTS, THAT Holbrook Aspahlt, LLC
1545 E Commerce Drive Saint George, UT 84790

(hereinafter called the Principal), as Principal, and United Fire & Casualty Company
118 2nd Ave SE PO Box 73909 Cedar Rapids, IA 52407

(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 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 The City of Midland, TX
300 North Loraine, Midland, TX 79702.

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 4th day of November, 2025.

Holbrook Asphalt	United Fire & Casualty Company
Principal	Surety
By _____	By _____
	Attorney In Fact
Address 1545 E Commerce Dr St. George, UT 84790	Address 107 S 1470 E Suite 101 Saint George, UT 84790

APPROVED AS TO FORM:

_____
City Attorney

NOTE: ATTACH POWER OF ATTORNEY

FORM\BIDBOND.FRM

REVISED: March 30, 2011

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN LEXINGTON ENCE, NICK ENCE, VICKIE BOHRER, STEVEN BURGESS, SHAUNA HAFEN, JACIE SMITH, TAMIE GRIFFITHS, LIA DRESSLER, BRITTANY DAVIS, TIERRA SHORT, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 15th day of July, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of July, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 15th day of July, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 4th day of November, 2025.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BP●A0045 122017

ufg INSURANCE
SURETY

United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

SURETY BOND SEAL ADDENDUM

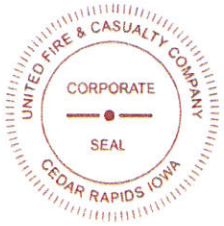
United Fire & Casualty Company
PO Box 73909
Cedar Rapids, Iowa 52407

United Fire & Casualty Company has authorized its Attorneys-in-Fact to affix United Fire & Casualty Company corporate seal to any bond executed on behalf of United Fire & Casualty Company by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of United Fire & Casualty Company by its Attorney-in-Fact, United Fire & Casualty Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 4th day of November, 2025.

United Fire & Casualty Company



By: _____
Kyanna M. Saylor, Vice President

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PayB 2

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

EXHIBIT D - Heavy & Highway Wage Rate Rev 01/05/2024

"General Decision Number: TX20240002 01/05/2024

Superseded General Decision Number: TX20230002

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

|_____|_____|

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82 **	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	

```
     Front End Loader, 3CY or
     less.....................$ 12.28 **
     Loader/Backhoe...........$ 14.18 **
     Mechanic.................$ 20.14
     Milling Machine..........$ 15.54 **
     Motor Grader,  Rough.....$ 16.15 **
     Motor Grader, Fine.......$ 17.49
     Pavement Marking Machine....$ 16.42 **
     Reclaimer/Pulverizer.....$ 12.85 **
     Roller, Asphalt..........$ 10.95 **
     Roller, Other............$ 10.36 **
     Scraper..................$ 10.61 **
     Spreader Box.............$ 12.60 **

Servicer.....................$ 13.98 **

Steel Worker (Reinforcing).....$ 13.50 **

TRUCK DRIVER
     Lowboy-Float.............$ 14.46 **
     Single Axle..............$ 12.74 **
     Single or Tandem Axle Dump..$ 11.33 **
     Tandem Axle Tractor with
     Semi.....................$ 12.49 **
----------------------------------------------------------------

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

================================================================

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($17.20) or 13658
($12.90).  Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
```

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

==========

END OF GENERAL DECISION"

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

N/A

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.**

N/A

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

N/A

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 Holbrook Asphalt

Signature of vendor doing business with the governmental entity

Nov. 5, 2025

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

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

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

“Seller”, as used herein, has the same meaning as “Company”. “Buyer”, as used herein, has the same meaning as “City”.

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

The following provisions apply unless the agreement is for the supply of goods only:

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

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

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this agreement.

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

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

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

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

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

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

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

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

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

CITY OF MIDLAND

ADDENDUM 1

BID # 2600583

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: October 31, 2025

The following questions were raised by one or more of the proposers. The answers are provided as a matter of clarification for all proposers as follows:

Please see attached updated Special Provisions.

1. I was wondering if sealing previously sealed cracks will be a requirement on this project, or if there is a standard which might determine which previously sealed cracks would require additional sealing.
    a. Previously sealed cracks shall be resealed only where existing sealant exhibits adhesion loss, cohesive failure, re-opened working width ≥ 1/8 in, loss of water tightness, vegetation intrusion, excessive tracking, brittleness, or overband > 1/8 in. Where triggered, Contractor shall remove existing sealant to sound material and reseal. Intact, watertight seals shall be left in place.

2. Images 6249 & 6250 are of the southern frontage road off Lamesa. Would something like this simply be excluded from the project? The entire road is pretty much alligatored.

    a. Streets that are pretty much alligatored and beyond the scope for crack seal can be excluded from the project.

3. The crack between the asphalt and the concrete gutter is expected to be sealed per contract. Pictured 6247 & 6248 are on taylor st. and I have seen several other locations already that are similar and even worse. Does the city do any shrub removal prior to the contract or is

it the contractor's responsibility to remove this foliage? If so, is there a city dump site for sand, dirt and weeds that are removed?

a. It's the Contractor's responsibility to ensure cracks and curb lines are clean and vegetation-free immediately prior to sealing. That includes removing any grass, weeds, roots, dirt, and sand necessary to achieve a clean, dry joint. This aligns with the project provisions requiring the contractor to furnish all labor/equipment, thoroughly clean cracks before placement, and remove job-related debris at completion.
b. The City will attempt to remove as much vegetation at the lip of curb as possible in advance to speed production. However, the Contractor must be prepared to remove any missed areas or vegetation that has re-grown prior to material placement, without schedule impact.
c. The Contractor may dispose of sand, dirt, and vegetative debris generated by this work in the roll-off at Transportation's stockpile (1924 E. Cuthbert Ave.). Use this location only for clean crack-sealing byproducts (sand/dirt/vegetation). No trash, liquids, hazardous waste, or unrelated materials.
d. Vegetation removal, crack cleaning, and debris disposal are incidental to the crack-seal pay item and not paid separately under this contract.

4. The final 2 pictures (6245 & 6246) show a crack on main street that is 2+ inches wide. Would this be included or would the city repair this with another method? Tar is typically not recommended as a reasonable repair for cracks that wide.
    a. A 2 inch-plus crack is outside the crack seal scope. Hot-poured sealants are not suitable for openings that wide; they won't stay watertight, will track and can debond. The City will address those locations via a separate repair.

5. There are sections on Lamesa where there are very few cracks and sometimes just the curb line.
    a. Seal only the cub line and move on—don't chase micro-cracks below the project threshold.
    b. For concrete sections of Lamesa include:

i. Long longitudinal cracks that meet the working-width criterion.
ii. Longitudinal and construction control joints that are open or loosing sealant.

6. When reasonable can the work on a multi lane road be done with a shadow vehicle and arrow board as a moving operation or is it required to close lanes of traffic on 4+ lane roads
   a. Crack-seal work on multilane roadways may be performed as a moving operation using a shadow vehicle equipped with a TMA and arrow board, consistent with MUTCD.
   b. The Contractor may choose either (1) a moving operation with shadow vehicle(s) and arrow board, or (2) lane closures with stationary TTC. The chosen method must maintain safe operations and minimize traffic disruption.
   c. Regardless of method, the Contractor shall submit a Traffic Control Plan (TCP) showing devices, sequences, and work windows for City approval prior to any field operations. No work may begin until the TCP is approved.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Holbrook Asphalt
Company Name

Bidder Authorized Signature

Nov. 5, 2025
Date

Brenden van der Stappen
Please Print Above Name

(801) 690-6758
Phone

FY 2026 Crack Seal Project

Special Provisions

1. General

Project shall be completed by March 31, 2026.

Work shall include the cleaning and sealing of joints and cracks in asphalt concrete roadway surfaces and Portland cement concrete (PCC) roadway surfaces.

Contractor shall observe and comply with all federal, state and local laws, safety and health regulations including all warning and traffic control signs, ordinances and all ordinances and all regulations which in any manner affect the conduct of the work.

All operations shall be accomplished in accordance with applicable regulations of the U.S. Occupational Safety and Health Administration. Copies of the OSHA Standards may be purchased from the U.S. Government Printing Office; information and related reference materials may be obtained from OSHA; 903 San Jacinto, Austin, Texas.

Contractor is responsible for complying with all applicable environmental laws.

Contractor shall furnish all labor, materials and equipment to complete the work. All equipment, tools and machines used in performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product.

Contractor shall make an examination of the project site and completely familiarize himself with the nature and extent of the work to be accomplished. No extra compensation will be allowed for any work made necessary by unusual conditions or obstacles encountered during the progress of the work, which conditions or obstacles are readily apparent upon a visit to the site. If there are any questions in this regard or if there are any discrepancies between the plans and the actual site conditions, the contractor shall notify the Project Manager prior to the submission of bids.

Contractor shall be required to remain on the project until all work is complete.

Application rates shall be as specified by the material manufacturer and per material specifications.

Crack sealing material shall be applied within the temperature range and within the acceptable weather conditions set forth in the manufacturer's specifications.

Contractor shall employ all necessary safety precautions to prevent injury to person, property and equipment. Noise shall be kept to a minimum.

Contractor shall clean up and remove all surplus materials, debris, containers and other job-related items or defacements from the premises after completion.

The Contractor is reminded that this project is located in an urban environment, trees and overhead utility lines are common. The Contractor shall provide the proper equipment to complete the work in the urban environment.

Qualification of Material Sources— Crack fill/seal material shall be a hot-applied asphalt based product designed for use to fill cracks in asphalt concrete or Portland cement concrete pavements. Recommended material includes Crafco Superflext HT, Crafco PolyFlex Type 3, or an approved equal.

Equipment—Heat the sealant in a double-jacketed heater using heat transfer oil so no direct flame comes in contact with the shell of the vessel containing the sealing compound. Provide a heater capable of circulating and agitating the sealant during the heating process to achieve a uniform temperature rise and maintain the desired temperature. Provide gauges to monitor the temperature of the vessel contents and avoid overheating the material. Provide a heater equipped with a gear-driven asphalt pump with adequate pressure to dispense the sealant.

2. Construction Methods

Construction Schedule—It shall be the responsibility of the contractor to provide a project schedule to City staff prior to beginning work. The schedule should outline the anticipated start and end dates for each phase of the project.

Traffic Control—Proper traffic control is the sole responsibility of the contractor and shall be in accordance with the TMUTCD. Care shall be used to create a safe work area, with minimal impact on the flow of traffic. Access to properties adjacent to the work zone shall be maintained at all times unless otherwise directed by City staff. A minimum of two travel lanes (one for each direction) shall remain open at all times on all arterial streets.

Allowed Methods—Work on arterials or major high-volume collectors may be performed as a moving operation using a shadow vehicle equipped with a truck-mounted attenuator (TMA) and arrow board, or by stationary lane closures. The Contractor may choose the method for each location, provided all requirements below are met.

- Traffic Control Plan (TCP) — Submittal and Approval.
- Prior to field operations, the Contractor shall submit a TCP showing device types, quantities, taper and buffer lengths, shadow-vehicle positions, work windows, and contingency measures. No work may begin until the City approves the TCP.
- Provide a shadow vehicle with TMA and arrow board operating in the proper mode for the lane.
- Maintain appropriate advance warning, buffer spacing, and work speed consistent with the approved TCP.

- Provide additional shadow vehicles if work width, speed, or sight distance warrants, as shown in the TCP.

- Keep the operation truly mobile; convert to a lane closure if dwell time or production requires extended stationary work.

Lane Closure Option—If the Contractor elects lane closures, install and maintain all cones, signs, tapers, and channelization as shown in the approved TCP. Restore lanes as soon as practical when work is not active.

The City may require lane closures in lieu of a moving operation (or require additional shadow vehicles/devices) where conditions such as limited sight distance, high speeds/volumes, complex geometrics, or night work make moving operations unsuitable.

All devices, vehicles, and operations shall comply with the latest MUTCD and applicable City details, including illumination for night work when approved.

Traffic control for crack-seal work, whether by moving operation or lane closure, is incidental to the crack-seal bid item unless a separate pay item is provided elsewhere in the Contract.

Regardless of the method, a traffic control plan shall be submitted to the City of Midland's Traffic Operations Division no less than 48 hours prior to the beginning of construction. Construction cannot begin without a traffic control plan approved by the City of Midland's Traffic Operations Division.

Sealing—Sealing will be from edge of pavement to edge of pavement including joints between asphalt and concrete including curb lines.

All work shall be done in the best and most workmanlike manner by qualified careful and efficient workers, in strict conformity with the best accepted practices of each craft concerned, and at all times workmanship shall be subject to inspection and approval of the City of Midland's Engineering Department.

Air compressors or other acceptable methods shall be used to clean out sand and other foreign material from the crack to a depth of at least twice the joint or crack width prior to placing the crack fill materials. If air compressors are used, they shall provide moisture and oil free compressed air and shall be of sufficient size to clear out debris from the crack or joint.

No product shall be applied until joints and cracks requiring treatment have been cleaned, inspected and approved. The pavement surface must be clean and dry. Product manufacturer's heating and application instructions shall be followed.

Contractor shall be responsible for applying the crack seal material in a method to ensure complete coverage of the cracks. The product shall be applied in the crack or joint reservoir uniformly from bottom to top and filled without formation of entrapped air voids.

The product shall not be applied when the weather is foggy or when rain threatens. When the atmosphere or pavement temperature is below 40°F (4°C), a heat lance shall be used to warm the pavement immediately prior to product application. The pavement surface must be clean and dry. The product temperature shall meet the manufacturer's recommendations.

Sealed areas must not track when driven over. Contractor shall keep the area closed to traffic and/or place blotting material till the crack seal material has cured and tracking will not occur.

Seal only working cracks and joints that meet the width limits in this Section. "Width" is the average surface opening measured after cleaning and drying.

Asphalt Pavement (HMA)—Do Not Seal: < 1/8 in (3 mm) — treat as nonworking hairlines; exclude from pay.

- Seal (Hot-Applied ASTM D6690): ≥ 1/8 in to ≤ 1 in (3–25 mm).
- Not in Scope for Crack Seal: > 1 in (25 mm) — address by separate repair (e.g., engineered mastic item, partial-depth or full-depth patch) when directed.
- Exclusions (regardless of width): alligator/fatigued areas, severely raveled edges, or locations showing pumping or base failure.

Concrete Pavement (Cracks & Joints)—Do Not Seal: < 1/8 in (3 mm) or joints/cracks with spall/fault > 1/4 in requiring repair.

- Seal (Hot-Applied Joint/Crack Sealant): ≥ 1/8 in to ≤ 3/4 in (3–19 mm) with sound, squared edges.
- Not in Scope for Crack Seal: > 3/4 in (19 mm) — joint reconstruction or patching by separate item when directed.

Contractor shall provide backer rod and sand to be placed in cracks larger than 3/8" in width prior to placement of asphalt sealer; target sealant depth ≈ ½ of crack width; finished overband ≤ 1/8 in (3 mm). There is not a separate pay item for backer rod and sand. Work is incidental to unit cost.

Previously sealed cracks shall be resealed only where existing sealant exhibits adhesion loss, cohesive failure, re-opened working width ≥ 1/8 in, loss of watertightness, vegetation intrusion, excessive tracking, brittleness, or overband > 1/8 in. Where triggered, Contractor shall remove existing sealant to sound material and reseal. Intact, watertight seals shall be left in place.

Vegetation Removal & Disposal—Prior to Contractor mobilization, the City will attempt to remove vegetation at the lip of curb to facilitate production. Because growth is variable, the Contractor shall be prepared to remove any missed or re-grown vegetation immediately prior to placement with no schedule or cost adjustment.

- Immediately prior to sealing, the Contractor shall remove grass, weeds, roots, sand, dirt, and other foreign material from cracks/joints and curb lines to achieve a clean, dry, debris-free reservoir. Cleaning shall include the use of oil- and moisture-free compressed air of sufficient capacity to clear the joint to a depth of at least twice the crack width. No product shall be applied until the joints/cracks are cleaned, inspected, and approved.

- Vegetation, sand, and dirt generated solely from crack-sealing surface preparation may be disposed of at the City roll-off located at the Transportation stockpile, 1924 E. Cuthbert Ave. Only clean vegetative and earthen materials from this project are permitted—no trash, liquids, hazardous waste, or unrelated materials. Contractor shall keep the area clean and comply with all site directions.

- Vegetation removal, crack/joint cleaning, debris handling, and disposal are incidental to the crack seal pay item. The contract unit price for crack fill constitutes full compensation for surface cleaning, material preparation and application, traffic/erosion control, labor, tools, equipment, and incidentals necessary to complete the work.

PAY ITEM NOTES

1. The crack fill shall be paid for by the number of lane miles filled as measured in-place at the contract unit price; which price shall be full compensation for all surface cleaning, traffic and erosion control, material preparation and application as well as any labor, tools, equipment and incidentals necessary to complete the work.

Bid Opening: November 5,2025
26000583 FY2026 Crack Seal Project

			Crackseal of Texas llc		Holbrook Asphalt		Stone River Bridge LLC	
		Total Cost	$789,000.00		$679,855.00		$696,687.00	
#	Items	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Clean, Prepare, and fill joints, and cracks	263	$3,000.00	$789,000.00	$2,585.00	$679,855.00	$2,649.00	$696,687.00

Bid Summary
339 Bids Issued
40 Document Takers
3 Bids listed above
1 No Bids were received
336 Bidders did not respond

City Council Meeting

Item Number: 7.
Meeting Date: December 16, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION REJECTING THE BIDS RECEIVED FOR THE FISCAL YEAR 2026 CITYWIDE CONCRETE PROGRAM; AND AUTHORIZING RE-ADVERTISEMENT FOR COMPETITIVE BIDS

Purpose:
Resolution rejecting the bids received for Fiscal Year 2026 Citywide Concrete Program; and authorizing re-advertisement for competitive bids for the Transportation Division.

Recommended Action:
Approve

Fiscal Impact:
No Funding is required.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
The City Manager and/or City Manager's designee authorized the issuance of a request for proposals for the FY 2026 Midland Citywide Concrete Program. The proposal request was sent to six hundred sixty-seven (667) contractors, thirty-six (36) viewed the bid requests. We received three (3) bids. S. Jeter Construction, LLC, submitted the lowest bid for the Fiscal Year 2026 Citywide Concrete Program, but was not able to secure the necessary bonding, prompting a recommendation to reject all bids and re-advertise the program. Staff recommends rejecting the proposals received for the FY 2026 Midland Citywide Concrete Program. Please see the attached memo from, Abe Langston, Transportation Manager, for additional information.

Therefore, please consider a resolution rejecting the bids received for Fiscal Year 2026 Citywide Concrete Program; and authorizing re-advertisement for competitive bids for the Transportation Division.

Attachments:
A. Memo to Reject FY 2026 Citywide Concrete Program
B. RESOLUTION - Reject and Rebid FY2026 Citywide Concrete Program Reso

Erika Munoz, General Services	Created/Initiated - 12/2/2025
Regina Stephenson, General Services	Approved - 12/3/2025
Christy Weakland, Finance	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/6/2025
Jose Ortiz, City Manager	Approved - 12/6/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Abe Langston, Transportation Manager

SUBJECT: FY2026 Citywide Concrete Program
Bid# 26000448
Recommend Bid Reject

DATE: December 5, 2025

CC:

Bids were received for the Fiscal Year 2026 Citywide Concrete Program, and S. Jeter Construction, LLC, submitted the apparent lowest bid. During the post-bid review process, S. Jeter Construction, LLC, was unable to secure the required bonding, which disqualifies their bid as non-responsive under the bid requirements.

Based on this disqualification and in the best interest of the City, we recommend that all bids received for Bid #26000448 be rejected and that the FY2026 Citywide Concrete Program be re-advertised.

Recommendation: Reject all bids received under Bid #26000448 and re-bid the FY2026 Citywide Concrete Program.

RESOLUTION NO. _____

RESOLUTION REJECTING THE BIDS RECEIVED FOR THE FISCAL YEAR 2026 CITYWIDE CONCRETE PROGRAM; AND AUTHORIZING RE-ADVERTISEMENT FOR COMPETITIVE BIDS

WHEREAS, the City Manager advertised for competitive bids for the Fiscal Year 2026 Citywide Concrete Program (the "Project"); and

WHEREAS, the City Council finds it to be in the public interest to reject the bids received for the Project and to authorize the City Manager or the City Manager's designee to re-advertise for competitive bids for said Project;

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.

SECTION TWO. That the bids received for the Project, which were opened on November 13, 2025, are hereby rejected.

SECTION THREE. That the City Manager or the City Manager's designee is hereby authorized to take all steps necessary to re-advertise for competitive bids for said Project.

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., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Gabriel McClelland, Director of Engineering Services

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 8.
Meeting Date: December 16, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF LIFEPAK 35 SYSTEMS FROM STRYKER SALES, LLC, THROUGH SOURCEWELL, AT A TOTAL COST OF $1,205,910.06; AND AUTHORIZING PAYMENT

Purpose:
Resolution approving a purchase for a LifePak 35 system to Stryker Sales Corporation through Sourcewell contract 041823-STY for a total cost of $1,205,910.06 for the Fire Department.

Recommended Action:
Approve

Fiscal Impact:
Funds will be available in the FY2027 General Fund Operating Budget.

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
Staff recommends approving a purchase for a LifePak 35 system to Stryker Sales Corporation through Sourcewell contract 041823-STY. We are members of the Sourcewell cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Staff proposes purchasing the Stryker LIFEPAK 35 monitors in FY2027 to replace aging Zoll units, citing successful field tests, improved reliability, lower maintenance costs, and readiness for future medical technologies. Please see the attached memo from Bryce Pruitt, Assistant Fire Chief, for additional information.

Therefore, please consider a resolution approving a purchase for a LifePak 35 system to Stryker Sales Corporation through Sourcewell contract 041823-STY for a total cost of $1,205,910.06.

Attachments:
A. FY2027 MFD - Stryker Lifepak Monitors Supporting Memo
B. RESOLUTION W/EXH - Sourcewell - LifePak 35 Systems Reso w Exh
C. City of Midland_Stryker EC_Quotes (Revised 12.08.2025)

Erika Munoz, General Services	Created/Initiated - 12/4/2025
Regina Stephenson, General Services	Approved - 12/4/2025
Christy Weakland, Finance	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/9/2025
Jose Ortiz, City Secretary	Approved - 12/9/2025
Morris Williams, City Manager	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/10/2025

Interoffice Memorandum

Date: **11-19-2025**

To: **Regina Stephenson**

From: **Bryce Pruitt | Assistant Fire Chief**

Subject: **FY2027 | Stryker LIFEPAK 35 Monitor Purchase**

Overview

This memo supports the purchase of Stryker LIFEPAK 35 monitors for the Midland Fire Department in FY2027. With a successful field test and the need to replace our aging Zoll monitors, this investment is crucial for improving our emergency medical services.

Current Monitor Challenges

Our Zoll monitors are nearing the end of their operational life, resulting in increased downtime and rising repair costs. This transition to LIFEPAK 35 monitors will enhance reliability and reduce maintenance expenses.

Successful Field Test

The LIFEPAK 35 monitors have proven effective in field trials, with positive feedback from our crews. They are future device ready, ensuring compatibility with upcoming technologies at no additional cost.

Financial Benefits

- **Capital Savings:** Estimated savings of **$142,540.65** by buying in 2025 versus 2026

Conclusion

Investing in Stryker LIFEPAK 35 monitors will enhance our operational readiness, improve patient outcomes, and address the challenges of our current equipment. I recommend proceeding with this purchase to continue delivering high-quality emergency care.

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF LIFEPAK 35 SYSTEMS FROM STRYKER SALES, LLC, THROUGH SOURCEWELL, AT A TOTAL COST OF $1,205,910.06; AND AUTHORIZING PAYMENT

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

WHEREAS, Stryker Sales, LLC ("Company"), has submitted a total proposed cost to the City of $1,205,910.06 for the purchase of LifePak 35 Systems (the "Equipment"), through Sourcewell, as shown on the quote that is attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Company for the purchase of the Equipment to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase the Equipment from Company, through Sourcewell;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase the Equipment from Company through Sourcewell at a total cost of $1,205,910.06.

SECTION TWO. Funding shall be available in the FY2027 General Fund Operating Budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Company for the purchase of the Equipment upon receipt of proper invoices or statements approved by the 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., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

stryker

LifePak 35

Quote Number: 11213845

Version: 1

Prepared For: CITY OF MIDLAND FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Ana Bentley

Email: ana.bentley@stryker.com

Phone Number:

Quote Date: 11/14/2025

Expiration Date: 12/31/2025

Contract Start:

Contract End:

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF MIDLAND FIRE DEPT	Name:	CITY OF MIDLAND FIRE DEPT	Name:	CITY OF MIDLAND FIRE DEPT
Account #:	20126480	Account #:	20126480	Account #:	20127055
Address:	1500 W WALL ST	Address:	1500 W WALL ST	Address:	
	MIDLAND		MIDLAND		
	Texas 79701-6526		Texas 79701-6526		

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRIN,STD,BT	20	$48,706.64	$974,132.80
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	4	$884.00	$3,536.00
3.0	11140-000102	LIFEPAK FLEX Battery Charger	2	$2,652.00	$5,304.00
4.0	41335-000001	LIFEPAK 35 AC Power Adapter Kit	20	$2,210.00	$44,200.00
5.0	11140-000131	AC Power Cord (North America, hospital grade)	22	$96.05	$2,113.10
6.0	11996-000091	Adult QUIK-COMBO pacing/defibrillation/ECG Electrodes With EDGE System Technology	36	$36.40	$1,310.40
7.0	11996-000093	Pediatric QUIK-COMBO RTS pacing/defibrillation/ECG Electrodes With EDGE System Technology	36	$44.10	$1,587.60
8.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	22	$647.50	$14,245.00
9.0	11996-000520	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	22	$712.60	$15,677.20
10.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	22	$26.40	$580.80
11.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	22	$29.60	$651.20
12.0	11160-000021	Reusable Cuff, Small, Adult, 18-26 cm	22	$35.70	$785.40
13.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	22	$57.60	$1,267.20
14.0	11160-000016	Disposable Cuff, Adult, 26-35 cm	20	$12.79	$255.80
15.0	21300-008147	NIBP Tubing, Straight, 2.7 m (9 ft)	2	$93.60	$187.20

Exhibit "A"

stryker

LifePak 35

Quote Number: 11213845

Version: 1

Prepared For: CITY OF MIDLAND FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Ana Bentley

Email: ana.bentley@stryker.com

Phone Number:

Quote Date: 11/14/2025

Expiration Date: 12/31/2025

Contract Start:

Contract End:

#	Product	Description	Qty	Sell Price	Total
16.0	MVAO	Microstream Advance oral/nasal Filter Line, Adult, With O2, Box of 25	1	$345.80	$345.80
17.0	MVAI	Microstream Advance intubated Filter Line, Adult/Pediatric, Box of 25	1	$278.60	$278.60
18.0	MVPO	Microstream Advance oral/nasal Filter Line, Pediatric, With O2, Box of 25	1	$421.40	$421.40
19.0	11335-000005	LIFEPAK Printer Kit	20	$2,652.00	$53,040.00
20.0	11240-000032	Printer Paper, 100 mm (2 per box)	15	$22.40	$336.00
21.0	11260-000073	Shoulder Strap	20	$66.30	$1,326.00
22.0	11335-000008	LIFEPAK 35 Storage Bag Kit	20	$530.40	$10,608.00
23.0	11330-000026	LP35 Docking Station	13	$2,828.80	$36,774.40
24.0	11111-000035	LIFEPAK 4-Wire ECG Cable, 2.44 m (8 ft), AHA	2	$454.75	$909.50
25.0	11111-000037	LIFEPAK 6-wire expandable precordial ECG cable, AHA	2	$274.55	$549.10
26.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	22	$106.25	$2,337.50
27.0	11996-000536	15-Lead Patient Simulator (QUIK-COMBO)	3	$1,326.00	$3,978.00
28.0	EC-CLA-T2	Emergency Care CLA Tier 2	1	$0.01	$0.01
30.0	99512-001261	LIFEPAK CR2 Defibrillator, Semi-Automatic, WIFI, English, carrying case, 8 year warranty. Includes 1 PR QUIK-STEP? ectrodes and 1 battery (4 years each), LIFELINKcentral AED Program Manager Basic Account, USB cable, Operating Instructions	15	$2,454.99	$36,824.85
31.0	11101-000021	QUIK-STEP pacing/ECG/defibrillation electrodes, 4 year. Includes electrode cover, 1 set of adult/ pediatric electrodes, LPCR2	2	$156.80	$313.60
32.0	11998-000334	KIT, EMERGENCY RESPONSE	15	$53.60	$804.00
			Equipment Total:		$1,214,680.46

Trade In Credit:

stryker

LifePak 35

Quote Number: 11213845

Version: 1

Prepared For: CITY OF MIDLAND FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Ana Bentley

Email: ana.bentley@stryker.com

Phone Number:

Quote Date: 11/14/2025

Expiration Date: 12/31/2025

Contract Start:

Contract End:

Product	Description	Qty	Credit Ea.	Total Credit
TR-ZX-LP35	TRADE IN ZOLL X-SERIES FOR LP35	16	-$3,000.00	-$48,000.00
TR-ZAEDPL-LPCR2	TRADE-IN-ZOLL AED PLUS TOWARDS PURCHASE OF LIFEPAK CR2	15	-$250.00	-$3,750.00
TR-ZAEDPL-LP35	TRADE IN ZOLL AED PLUS FOR LP35	2	-$250.00	-$500.00

Data Solutions:

#	Product	Description	Months	Qty	Sell Price	Total
29.0	11150-000020	LIFEPAK Cellular Modem, North America	0	20	$1,326.00	$26,520.00
33.0	81000002	EMS Pro Tier 2: 5,000-25,000 annual run volume. Includes: device set up tools, asset management, transmission connectivity, ePCR integration, LIFENET Care app and browser access for communication, live streaming and post event analytic tools.	84	1	$2,422.80	$16,959.60

Data Solutions Total:	$43,479.60

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$0.00
Grand Total:	$1,205,910.06

Comments:

Sourcewell Contract: 041823-STY

stryker

LifePak 35

Quote Number:	11213845	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1		
Prepared For:	CITY OF MIDLAND FIRE DEPT	Rep:	Ana Bentley
	Attn:	Email:	ana.bentley@stryker.com
		Phone Number:	
Quote Date:	11/14/2025		
Expiration Date:	12/31/2025		
Contract Start:			
Contract End:			

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
PRODUCTS. The City's purchase of Products under this Quote shall be governed by the Sourcewell Contract: 041823-STY and construed in accordance with the laws of the State of Texas as applicable to contracts made and to be performed in that state, without regard to conflicts of laws principles.

SERVICES. The City's purchase of Services under Quote shall be governed by the following, in this order of precedence: (1) City of Midland Service Contract No. 23002228, (2) Sourcewell Contract 041823-STY (3) Stryker's Service Addendum, attached hereto.

DATA SOLUTIONS.
The City's purchase of Data Solutions under this Quote shall be governed by the Sourcewell Contract 041823-STY and Stryker's Software Hosting Terms and Conditions, attached hereto.

TRADE IN EQUIPMENT. The City's equipment trade in shall be outlined by the following: If applicable, any trade-in discount offered by Stryker and may be reflected on an invoice is an additional discount given by Stryker as a result of trade-in equipment remitted to Stryker by Customer at Customer's request. Customer transfers and delivers unto Stryker all of Customer's rights, title and interest in and to such trade-in equipment and all trade-in equipment must be shipped, at Customer's expense, to the address designated by Stryker within the time period agreed to by the Parties. All trade-in equipment must be appropriately packaged, consistent with Stryker's instructions or if such instructions have not been provided, with good commercial practice. Customer assumes responsibility for shipment of trade-in equipment to Stryker and for risk of loss or damage during shipment. Trade-in equipment must be accompanied by a copy of the purchase order or the trade-in order number. Failure to return trade-in equipment in accordance with these instructions may result in forfeiture of the trade-in discount, for which Stryker will bill Customer, to be paid by Customer in accordance with the payment terms under the Sourcewell Contract 041823-STY.

stryker

LifePak 35

Quote Number: 11213845

Version: 1

Prepared For: CITY OF MIDLAND FIRE DEPT

Attn:

Quote Date: 11/14/2025

Expiration Date: 12/31/2025

Contract Start:

Contract End:

Remit to:
Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Ana Bentley

Email: ana.bentley@stryker.com

Phone Number:

Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

Authorized Customer Signature Date

Stryker Authorized Signature Date

Purchase Order Number

"General Decision Number: TX20250261 03/14/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

---

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25 **	0.00

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

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 ** 0.34

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

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

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

OPERATOR: Mechanic.....$ 17.52 ** 3.33

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

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

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

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

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

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

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

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

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

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

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

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

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

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

===

END OF GENERAL DECISION"

STRYKER CORPORATION

SOFTWARE AND HOSTING TERMS AND CONDITIONS ("SOFTWARE AND HOSTING TERMS")

CUSTOMER AGREES THAT BY PLACING AN ORDER FOR STRYKER SOFTWARE OR HOSTING SERVICES THAT CUSTOMER AGREES TO BE BOUND BY THESE SOFTWARE AND HOSTING TERMS. PLEASE READ THESE SOFTWARE AND HOSTING TERMS CAREFULLY BEFORE INSTALLING, ACTIVATING OR OTHERWISE ACCESSING OR USING ANY STRYKER SOFTWARE OR HOSTING SERVICES, OR ANY SOFTWARE OR SERVICES ACCESSIBLE BY USING ANY STRYKER SOFTWARE OR HOSTING SERVICES. IF YOU ARE PLACING AN ORDER ON BEHALF OF CUSTOMER, YOU REPRESENT AND WARRANT TO STRYKER THAT YOU ARE DULY AUTHORIZED TO AGREE TO THESE SOFTWARE AND HOSTING TERMS ON BEHALF OF CUSTOMER. IF CUSTOMER DOES NOT AGREE TO THESE SOFTWARE TERMS, CUSTOMER MAY NOT INSTALL, ACTIVATE OR OTHERWISE ACCESS OR USE STRYKER SOFTWARE OR HOSTING SERVICES, OR ANY SOFTWARE OR SERVICES ACCESSIBLE BY USING THE STRYKER SOFTWARE OR HOSTING SERVICES.

1. DEFINITIONS

Agreement means the Ordering Document that references or is otherwise subject to these Software and Hosting Terms, together with these Software and Hosting Terms and the applicable Product Addendum.

Customer Hosted Software means Stryker Software, other than Embedded Software or Stryker Hosted Software, that Customer hosts on Customer's own equipment or that is separately installed on Equipment in accordance with this Agreement.

Embedded Software means Stryker Software that is embedded in or that runs on Equipment and is provided as part of a device and not separately installed, including any documentation, explanatory written materials and files, content, and code.

Equipment means instruments, tablets or other computing devices, printers, peripherals and spare parts that are provided to Customer by Stryker under a separate Ordering Document.

Hosting Services means data hosting and storage services that Stryker makes available, directly or through its third party hosting provider to Customer, as described in the Product Addendum and set forth in the applicable Ordering Document, and any Updates thereto.

Ordering Document means a final quote and/or order for products and/or services as agreed to between Stryker and Customer.

Other Components mean applications and software, including open source software, and services that are licensed or provided by entities or individuals other than Stryker, as may be detailed in the Product Addendum or the Product Documentation.

Party means Stryker or Customer individually, and **Parties** mean Stryker and Customer collectively.

Permitted Facility means the specific facility at the specific address set forth in the Ordering Document or Product Addendum, as applicable.

Product means, for the purposes of the Software and Hosting Terms, Stryker Software or Hosting Services.

Product Addendum means the then-current additional terms and conditions applicable to a specific Product as referenced in the Ordering Document or otherwise provided by Stryker.

Product Documentation means the then-current operational materials and documentation provided by Stryker relating to a Product.

Service Term means the subscription, support or hosting services period set forth in the Product Addendum or the Ordering Document, unless terminated earlier or extended in accordance with the terms of this Agreement.

Stryker means the Stryker company or division referred to in the Ordering Document.

Stryker-Hosted Software means Stryker Software that is not Embedded Software that is hosted by Stryker or its hosting provider and made available to Customer as a service via a Customer-provided internet connection.

Stryker Software means firmware, software, web-based or mobile applications or data compilations, and any services that are accessible through the foregoing, that are proprietary to Stryker, as described in the Product Addendum and set forth in the applicable Ordering Document, and any Updates thereto. Stryker Software does not include any open source or third-party licensed software, which are subject to the terms and conditions set out in the relevant open source or third-party license as set forth herein.

Update means corrections, updates, upgrades or enhancements to Stryker Software or Hosting Services, as applicable, as made available to Customer by Stryker for use by Customer under this Agreement.

User means any employee, contractor or representative of Customer that Customer has authorized to access and/or use a Product. Any installation, activation, access or use by or on behalf of Customer, or that occurs when the Product is in Customer's or a User's possession or control, is considered to have been performed by Customer. Users may only use and access the Products at and for the Permitted Facilities.

2. USE RIGHTS

Subject to the terms of this Agreement, Stryker grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable right to allow Users to use Stryker Software and Hosting Services for internal business purposes as set forth in the Product Documentation. Stryker Software is licensed in read-access, object code form only. Product Documentation only may be used in connection with the specific Product with which it relates, and for no other purpose. In addition, unless otherwise set forth in the Product Addendum (for the avoidance of doubt, more than one category may apply to a Product):

(a) For Stryker-Hosted Software and Hosting Services, Customer may only connect to the Stryker Software using authorized websites, mobile applications and/or software ("**Authorized Connections**") as set forth in the Product Documentation and for use for the Permitted Facilities. The license for device-based or user-based software will be specified in the Product Addendum, if applicable.

(b) For Customer-Hosted Software, Customer may make one copy of the Stryker Software to operate on one computer or device, and one copy for backup or archival purposes and NOT for use in production on one computer or device, as set forth in the Product Documentation, and for each copy at a single location at a Permitted Facility in the United States.

Customer must register, set up, and at all times keep accurate and complete, an authorized account with passwords, authentication keys, or security credentials that enable Users access to the

Products ("**Login Credentials**"). Customer and User's must maintain the confidentiality and security of all Login Credentials, and Customer responsible for any consequences that may result from the improper disclosure or use of any such Login Credentials. If Customer or any User believes an account has been compromised, including any unauthorized access to or use or disclosure of any Login Credentials, Customer must notify Stryker immediately. As part of any registration or set up process, Stryker may request registration-related information, including a User's name and e-mail address. By providing this information, Customer consents, and is responsible for obtaining all User consent, to its collection and use by Stryker. Customer is responsible for all acts and omissions of Users, and for ensuring the compliance by all Users with all terms of this Agreement.

If Customer is aware of any violation by a User, Customer immediately must notify Stryker and suspend that User's access to the Products. Customer is responsible and liable for all acts and omissions by Users or by any other individual or entity to whom Customer or any User provides or allows access, or that accesses the Products through the Login Credentials. Stryker reserves the right to refuse service, terminate accounts, remove or edit content, or cancel logins in its sole and absolute discretion. The Products do not include network equipment or internet connection. Customer is responsible for obtaining equipment, software, supplies and connections sufficient to access and use the Products, and Customer is solely responsible for payment of any third-party fees associated therewith, including internet service-provider charges. Use of the Products may be limited or restricted depending on the capabilities, bandwidth or technical limitations of User's connection and service. The provision, quality and security of such connectivity are the responsibility of Customer and the party providing such service to Customer, not Stryker. If a Product has remote access capabilities, Customer hereby agrees to make systems available for remote support and consents to Stryker or Stryker's agents connecting through the internet for remote diagnostic, update, upgrade, and repair purposes.

The Products and the Product Documentation, including all Updates and modifications, enhancements, changes and additions thereto, are the proprietary and confidential property of Stryker or its licensors. Stryker hereby owns (and Customer hereby assigns and will cause all Users to assign to Stryker) all title, copyright, and other worldwide intellectual property rights in the Products and Product Documentation, including all Updates and all modifications, enhancements, changes and additions thereto, and all copies thereof. This Agreement does not grant Customer or any User any rights to trademarks or service marks of Stryker, nor any rights or licenses under any of Stryker's patents. Customer must not remove, alter, or obscure any proprietary notices contained on or within the Products or the Product Documentation and will reproduce such notices on any back-up copy of the Products or Product Documentation. This is not a sale, and Stryker hereby reserves all rights to the Products and Product Documentation, except for the rights expressly granted herein. No other right or authorization is granted, by implication, reliance or otherwise. Without limiting the foregoing, no right is granted or implied, and Customer is not authorized, to use any Product in combination with any product or method not specifically permitted by Stryker.

3. RESTRICTIONS

Customer may not, and will not allow any third party to, do any of the following: (a) access or attempt to access any other Stryker systems, programs, services or data that are not made available for Customer's use; (b) unless expressly permitted in the Production Documentation, copy, reproduce, alter, merge, modify, adapt, create derivatives of, translate, republish, upload, post, transmit, resell or distribute in any way the Products or any Product Documentation; (c) decompile, reverse engineer, disassemble, or otherwise reduce Stryker Software to a human perceivable form or to derive the underlying ideas, algorithms, structure or organization from any Product, except to the extent permitted by applicable Law; (d) permit any third party to benefit from the use or functionality of any Product via a rental, lease, timesharing, service bureau, or other arrangement; (e) sublicense, sell or transfer any of the rights granted to Customer unless approved in writing by Stryker; (f) breach, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in any Product, including any mechanism used to restrict or control the functionality of Stryker Software, or enable features or functionalities that are otherwise disabled or not purchased by Customer; (g) perform or attempt to perform any actions that would interfere with the proper working of a Product; or (h) use a Product in or for any manner or purpose that infringes, misappropriates, or otherwise violates any right of any third party or that violates any applicable Law. Customer will, and will ensure that Users will, at all times use Stryker Software in compliance with this Agreement and the Product Documentation. Customer will indemnify Stryker and hold Stryker harmless from and against any and all claims, damages, losses, costs, expenses and other liability of whatever nature that Stryker suffers or incurs by reason of any such unintended use.

For Stryker-Hosted Software, the Hosting Services or any Stryker Software that is connected to a Stryker system hosted by Stryker, Customer will not, and will ensure that Users do not:

(a) perform, attempt to perform, or assist others in performing any of the following while accessing or using a Product: (i) use, display, mirror, or frame the Product or any individual element within the Product, including the design of any page; (ii) try to gain unauthorized access to, test the vulnerability of, or disrupt any Product, any other service, device, data, account, or network, including Stryker systems or systems of Stryker providers; or (iii) access any Product through the use of any mechanism other than through the use of an Authorized Connection.

(b) (i) upload any content that contains software viruses or is designed to interrupt, destroy, or limit the functionality of any software, equipment or services, or that contains other harmful, disruptive, or destructive files or content; (ii) use or attempt to use another User's account without authorization, or impersonate any person or entity; or (iii) use any Product in any manner that, in Stryker's sole discretion, is objectionable or restricts or inhibits any other person or entity from using or enjoying a Product, or which may expose Stryker or any third party to any harm or liability of any type.

If a Product is considered a medical device by the U.S. Food and Drug Administration ("**FDA**"), additional terms may be applicable as set forth in the Product Addendum. Unless a Product Addendum expressly sets forth otherwise, no data generated, hosted or stored by or through a Product or Stryker is or should be considered an electronic medical record. Customer is responsible for printing or storing any data as may be necessary or appropriate to include in any medical record maintained by Customer.

Use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in subparagraph (b) of FAR 52.227-19, Commercial Computer Software License. A Product may contain applications and software, including open source software, and services that are licensed or provided by entities or individuals other than Stryker as detailed in the Product Addendum or the Product Documentation ("**Other Components**"). Other Components are subject to the terms and conditions of the applicable license agreement that accompanies or applies to such Other Components.

Customer will use the Other Components solely in conjunction with a Product and Customer will have no broader use rights with respect to the Other Components than it has to the Product.

4. UPDATES; OTHER SERVICES

From time to time, Stryker may provide Updates, including for purposes of error correction and improvement of functions. Updates may delete or change the nature of features or other aspects of a Product. Customer acknowledges and agrees that Updates are made at Stryker's sole discretion and that Stryker may condition continued use of a Product upon Customer's complete installation, use or acceptance of an Update. Any Updates will be deemed to be, and will constitute part of, a Product. Customer agrees and consents to install and use any Update if required by Stryker. The Product may require the purchase of an annual maintenance subscription for ongoing training, support, and upgrades, which will be governed by separate terms and conditions.

If Stryker makes a material change to a Product, Stryker will use reasonable efforts to notify Customer prior to the effective date of that change. If any changes are made to a Product by or on behalf of Customer or a User, permitted or otherwise, Customer will promptly notify Stryker thereof and all intellectual property and other rights in such additions or changes will be exclusively owned by Stryker. Customer will timely execute any documents reasonably requested by Stryker to vest in Stryker all rights in and to those changes.

5. USER RESPONSIBILITIES

Customer acknowledges that Customer and Users, acting through licensed medical doctors or other licensed health care professionals who are employed by or otherwise associated with Customer, will be the provider of medical and other health services to patients relating to the review, analysis, and interpretation of any medical data or any related health care services provided to patients based on such review, analysis, and interpretation in connection with any Product or services provided as part of or through any Product. Customer acknowledges and agrees that Stryker is not a provider or supplier of any health-care services and that Stryker will not be deemed to be furnishing any patient health-care services by virtue of providing any Product or in connection with this Agreement. Except as expressly set forth in this Agreement, Customer agrees to reimburse Stryker for and hold Stryker harmless from, any consequences, directly or indirectly, related to any misuse or interpretation of any Product or any other information provided or omitted in connection therewith.

Customer must comply with, and is solely responsible for complying with, all applicable laws, regulatory requirements and rules ("**Laws**") relating to the use of a Product, including Laws in the jurisdiction(s) where a Product is used or accessed. Customer acknowledges Customer's obligation to inform Users of warnings, instructions, notices and other materials regarding proper use of a Product.

Customer retains all rights to the content Customer or a User upload, store, share, send, or display to or via a Product ("**Customer's Content**") subject to the provisions in this Agreement. Customer is solely responsible for ensuring that each Product and its security are appropriate for Customer's intended use. Customer is responsible for taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of Customer's Content. Those steps include (a) controlling access Customer provides to Users, (b) making appropriate configurations, (c) ensuring the security of Customer's Content while it is in transit, (d) using encryption technology to protect Customer's Content, and (e) backing up Customer's Content. Customer is responsible for providing any necessary notices to Users and obtaining any legally required consents from Users regarding their use of the Products. Customer represents and warrants that Customer has the rights to provide Customer's Content to Stryker and to direct and authorize Stryker to use and disclose Customer's Content as contemplated in this Agreement. For Hosting Services, Customer hereby consents to Stryker's hosting and processing of Customer's Content and other related information, including at locations of Stryker and its third-party infrastructure and cloud providers.

Customer agrees to assist Stryker in any implementation process. Customer agrees to have all equipment, connections and facilities prepared and ready for implementation in accordance with the mutually agreed upon schedule. Customer will be responsible for taking all necessary actions prior to Stryker performing the installation/services to remove and/or remediate any hazardous conditions or materials. Further, Customer will maintain an environment that complies with the Product Documentation and will use all Products in accordance with this Agreement and the Product Documentation. Customer is responsible for all hardware, operating systems, network setup, network maintenance and setup required in the support of a Product. Customer may be required to grant Stryker certain limited access rights to Customer's systems or resources in order that Stryker may render services. Customer is responsible for ensuring that Customer's personnel have sufficient training to attain and maintain competence in the operation of a Product.

Should Customer return a Product, sell or otherwise transfer a Product, or if this Agreement or a Service Term is terminated, if requested by Stryker, Customer will uninstall or cease use of Stryker Software (other than Embedded Software) and delete (directly or hereby allows Stryker to delete) any and all accounts Customer may have established for the Product or that are accessible through the Product. If Customer resells or transfer any Product to other hospitals, clinics, wholesalers, dealers or any other third parties, Customer will notify Stryker in advance. Unless Stryker and the successor owner or transferee enter into a separate agreement for the use of or access to a Product (including the use of any Stryker Software or Hosting Services), all representations and warranties with respect to such Product are null and void and Stryker will have no further obligations or liability with respect to the Product or any component thereof.

During the Service Term, and for four years thereafter, both Parties will comply with all applicable requirements of 42 CFR Section 420.302, including: (a) retaining required documents, and (b) giving the U.S. Comptroller General, HHS, and their duly authorized representatives access to its contract, books, documents, and records related to the sale under this Agreement and those of any organizations related to the Parties.

Customer is responsible for (a) Customer's or User's access to or use of a Product, (b) Customer's Content, (c) Customer's breach or alleged breach of this Agreement, (d) Customer's or any User's violation of any Law or the rights of a third party, (e) the actions of any person or entity gaining access under Login Credentials assigned to Customer or a User, (f) the actions of any person or entity using Login Credentials assigned to a User, or (g) Customer's or a User's negligent or willful misconduct.

Customer agrees that Stryker or its agents or representatives may but is not required to audit Customer's use of a Product for compliance with these Software and Hosting Terms at any time. In the event that such audit reveals any use other than in full compliance with the terms of this Agreement, Customer will reimburse Stryker for all reasonable expenses related to such audit in addition to any other liabilities incurred as a result of such non-compliance. Stryker has the right to investigate violations of this Agreement and any conduct that affects any Product and, in response, may take any action Stryker may deem appropriate.

6. INFRINGEMENT

Stryker will defend Customer against any action by a third party against Customer to the extent based on a claim that Stryker Software infringes a United States patent, copyright or trade secret of such third party during the Service Term applicable to such Stryker Software ("**Infringement Claim**"), and Stryker will indemnify and hold Customer harmless from and against all settlements to which Stryker has agreed and all final, non-appealable judgments awarded against Customer to the extent arising out of any Infringement Claim, provided that, in each case: Customer promptly notifies Stryker in writing of the existence of any Infringement Claim; Customer is able to, at Stryker's option, control the defense and settlement of such Infringement Claim; and Customer fully cooperates in the defense of any Infringement Claim. These obligations will not apply to the extent that the alleged infringement or violation arises from: use of non-Stryker furnished equipment, software, or other resources with Products; Customer's failure to follow Stryker's installation, operation, repair or maintenance instructions; Customer's failure to permit Stryker timely access, remote or otherwise, to Products; failure to implement any Updates, including revisions, modifications, updates, patches, "bug fixes" or new versions of or to Stryker Software, provided by Stryker; Products with their serial numbers altered, defaced or deleted; Products that have been altered, serviced or modified by a party other than Stryker; Products that have been subjected to abnormal physical or electrical stress, misuse, negligence or accident by Customer or a third party or any other cause outside of Stryker's control; or Products and/or Stryker Software not purchased new (collectively "**Exceptions**"). If Stryker Software becomes, or in Stryker's opinion is likely to become, the subject of an Infringement Claim barring Customer's use of the Stryker Software, Stryker may, at its option, either: remedy or replace the infringing components of the Stryker Software or terminate Customer's access to and use of the infringing components of Stryker Software with no further obligation to User. THIS CLAUSE STATES STRYKER'S ENTIRE LIABILITY WITH RESPECT TO ANY LIABILITY FOR ANY THIRD-PARTY CLAIMS OF INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS.

7. WARRANTY

Stryker warrants to Customer that the Stryker Software will perform substantially as described in the Product Documentation when first delivered or made available for access or use by Customer. If Customer notifies Stryker of defects within five days after Customer's first access or use, and those defects are verified by Stryker, as Customer's sole and exclusive remedy, Stryker will remedy or replace the defective Stryker Software or, at its option, terminate this Agreement with respect to Stryker Software that was defective. Customer's remedy for breach of this limited warranty will be limited to the foregoing replacement or refund and will not encompass any other damages. No dealer, distributor, agent or employee of Stryker is authorized to make any modification or addition to the warranty and remedies stated herein. Additional terms regarding Product warranties and maintenance may be set forth in the Product Addendum. Notwithstanding these limited warranty provisions, all of Stryker's obligations with respect to such warranties will be contingent on Customer's use of a Product in accordance with this Agreement and in accordance with Stryker's instructions as provided in the Product Documentation, as such instructions may be updated from time to time. Stryker will have no warranty or indemnity obligations if the failure or infringement is caused to or by an Exception.

EXCEPT AS SPECIFICALLY STATED IN THESE SOFTWARE AND HOSTING TERMS, STRYKER EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES ARISING OUT OF OR RELATING TO THESE SOFTWARE AND HOSTING TERMS, A PRODUCT OR ANY CONTENT PROCESSED THROUGH OR GENERATED BY A PRODUCT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. STRYKER MAKES NO WARRANTY THAT A PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED OR ERROR-FREE BASIS. CUSTOMER ACKNOWLEDGES THAT, UNLESS OTHERWISE EXPRESSLY SET FORTH IN THE PRODUCT ADDENDUM, ACCESS TO AND USE OF THE SERVICES IS NOT THE EXCLUSIVE METHOD OF TRANSMISSION, STORAGE, OR RETENTION OF ANY APPLICABLE INFORMATION OR DATA.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL STRYKER BE LIABLE TO CUSTOMER, ANY USER, ANY HEALTHCARE PROFESSIONAL, OR ANY EMPLOYEE, CONTRACTOR, AGENT, OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR A PRODUCT (WHETHER IN WARRANTY, CONTRACT, OR TORT, INCLUDING NEGLIGENCE, AND REGARDLESS WHETHER STRYKER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE), INCLUDING LOST REVENUE OR PROFITS, LOSS OR CORRUPTION OF DATA OR GOODWILL, SERVICE UNAVAILABILITY, INTERRUPTION, STOPPAGE, OR DELAY, COMPUTER DAMAGE, MEDICAL EXPENSES, SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES; OR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY CUSTOMER OR A USER AS A RESULT OF THE SUSPENSION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON, OR THE RELEASE OR THE DECISION NOT TO RELEASE UPDATES. IN NO EVENT WILL STRYKER'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY USE OF OR INABILITY TO USE A PRODUCT, EXCEED THE TOTAL AMOUNT OF FEES (EXCLUDING AMOUNTS FOR THIRD PARTY SOFTWARE, INSTALLATION, WARRANTY AND MAINTENANCE SERVICES AND TAXES) CUSTOMER PAID STRYKER UNDER THE PURCHASE ORDER FOR THE PRODUCT GIVING RISE TO THE LIABILITY FOR A PERIOD NOT TO EXCEED SIX MONTHS FROM CUSTOMER'S FIRST CLAIM. THIS LIMITATION OF LIABILITY APPLIES EXCEPT AS PROHIBITED BY APPLICABLE LAW.

EACH PARTY RECOGNIZES AND AGREES THE DISCLAIMERS, LIABILITY, AND REMEDY LIMITATIONS IN THESE SOFTWARE AND HOSTING TERMS ARE MATERIAL BARGAINED-FOR AGREEMENTS, AND HAVE BEEN TAKEN INTO ACCOUNT, REFLECTED IN THE CONSIDERATION GIVEN BY EACH PARTY, AND FACTORED INTO EACH PARTY'S DECISION TO ENTER INTO THESE SOFTWARE AND HOSTING TERMS. STRYKER DISCLAIMS ALL LIABILITY AND IS NOT RESPONSIBLE FOR THE BREACH OF ANY THIRD-PARTY TERMS OR AGREEMENT THAT CUSTOMER MAY HAVE ENTERED INTO OR ACCEPTED BY THE USE OR ACCESS OF A PRODUCT.

9. CONFIDENTIALITY; DATA USAGE AND PROTECTION

In connection with this Agreement, each Party may have access to information that is confidential to the other (**"Confidential Information"**). The Parties each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential Information will be limited to the terms and pricing under this Agreement, Products and Product Documentation and other information clearly identified as confidential at the time of disclosure. A Party's Confidential Information does not include information that: (a) is or becomes a part of the public domain through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the other Party by a third party without restriction on the disclosure; or (d) is independently developed by the other Party.

The Parties each agree to use commercially reasonably efforts not to disclose each other's Confidential Information to any third party (other than as permitted herein) for a period of three years from the date of the disclosing Party's disclosure of the Confidential Information to the receiving Party, except for Confidential Information relating to a Product (including Product Documentation) which may not be disclosed by Customer at any time during or after the Service Term other than as expressly permitted under this Agreement. Stryker may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement. Nothing will prevent either Party from disclosing the Confidential Information to a governmental entity as required by Law.

Stryker will employ reasonable and appropriate safeguards and procedures to protect the security of Stryker Software. Customer will secure and protect the Stryker Software and each copy thereof, from unauthorized copying or disclosure.

Customer may provide Stryker with personal data as defined by relevant data protection Laws relating to Customer's personnel or other individuals involved in the use of the Products, including PHI as defined below (together, "**Personal Information**"). Customer will comply with all data protection Laws. Customer consents to the processing of this Personal Information by Stryker, its affiliates and their respective suppliers, and will, to the extent legally required, provide appropriate notice to each individual or obtain requisite consent to such processing of his or her Personal Information for the following specific purposes: (a) performing under this Agreement; (b) providing information about Stryker products and services; (c) transferring Personal Information permitted under this Agreement and the Product Documentation; and (d) satisfying legal or regulatory requirements. Customer is solely responsible for responding to User or patient inquiries or issues.

Where Stryker may process Personal Information stored in Equipment or Stryker Software when performing the Hosting Services, the following provisions will apply, subject to the other provisions in this Agreement:

(a) Stryker will process such Personal Information only for the purposes of providing the Hosting Services or performing its obligations under this Agreement (such processing is approved by Customer and will be deemed in accordance with Customer instructions) and is prohibited from retaining, using, or disclosing any Personal Information for any other purpose.

(b) Customer will endeavor to limit the disclosure of Personal Information to Stryker to that which is reasonably necessary to perform the Hosting Services or performing its obligations under this Agreement.

(c) Customer will keep Personal Information confidential and will implement reasonable administrative, physical, and technical measures to protect it against accidental unlawful or unauthorized destruction, loss, alteration, disclosure or access.

To the extent Stryker creates, receives, maintains, transmits or otherwise has access to any protected health information ("**PHI**") on behalf of US Covered Entities, as defined in HIPAA (defined below) in the course of performing under this Agreement, Stryker will only use and disclose such PHI as permitted by the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act, and the pertinent regulations promulgated thereunder (collectively, "**HIPAA**"). If required by HIPAA, the Parties will execute the standard form of Business Associate Agreement made available by Stryker. Without in any way limiting the foregoing, to the extent applicable to data processed in California under California law, the Parties agree that Stryker is a "Service Provider" under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100, et seq. (the "**CCPA**") and that nothing about this Agreement or the Products, or the services providing in connection with the Products, involves a "selling" or a "sale" of Personal Information under the CCPA or other applicable Laws.

To the extent data is processed in Europe, Stryker is a "Processor" under the European General Data Protection Regulation and may transfer Personal Information relating to Customer and User's patients, personnel or other individuals involved in the use of Products or related services that is subject to the laws of one or more countries in the European Union or Switzerland (together, the "**EU**") to recipients located in countries outside of the EU and to the extent Customer is the data controller of such data, Customer will (a) provide appropriate notice to the relevant individuals, (b) obtain any requisite consent, (c) provide individuals with applicable choices with respect to the use, disclosure or other processing of their Personal Information, and (d) provide individuals with the opportunity to exercise their right to access their Personal Information. If required, the Parties will execute the EU approved-standard contractual clauses, transfer or similar agreement made available by Stryker as may be required to support the lawful transfer of Personal Information.

Customer agrees that Stryker may monitor use of the Products, and services provided through the Products, by Customer and Users and collect and use Stryker Data, including to compile information related to the provision, operation or use of a Product, facilitate the provision of support, consulting, training and other services, and verify compliance with the terms of this Agreement. Stryker may use and make publicly available, Stryker Data to the extent and in the manner permitted under applicable Law. Stryker owns Stryker Data, and Customer grants Stryker a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer's Content incorporated within the Stryker Data. "**Stryker Data**" means any data relating to or arising from the business operations or plans, services and products of Stryker or the performance or use of the Products or that may aide Stryker in optimizing resources and support; may be used to improve products or services, may be used in research and development regarding products or services; may be used in verification of security and data integrity of products or services or in resource planning, industry trends, benchmarking, or contract administration (e.g., data used for sales compensation), and any Personal Information that is aggregated and not identified or identifiable to any individual.

Customer is responsible for Customer's Content. Customer represents and warrants that Customer owns Customer's Content or that Customer has all rights necessary to use and allow use of Customer's Content as described in this Agreement. If Stryker believes a problem may be attributable to Customer's Content or to Customer's use of a Product, Customer must cooperate with Stryker to identify the source of, and to resolve, the problem. If Customer becomes aware that any of Customer's Content violates this Agreement or Law, Customer must immediately remove such parts of Customer's Content from a Product or any services provided under this Agreement.

If Customer or a User submits comments, ideas, or feedback to Stryker, Customer agrees that Stryker can use, disclose, reproduce, distribute, and exploit them without any restriction or compensation to Customer or any User. Stryker does not waive any rights to use similar or related ideas or feedback previously known to or developed by Stryker or obtained from sources other than Customer.

Prior to returning any equipment to Stryker, Customer will decontaminate it and ensure that all Personal Information, including PHI stored in such equipment is deleted. Customer acknowledges that, in any case, all data and settings stored in the returned equipment may be deleted by Stryker.

If Stryker is required by subpoena, court order or any other legal or regulatory requirement to disclose any of Customer's Content, Stryker will provide Customer with notice and a copy of the demand as soon as practicable, unless Stryker is prohibited from doing so pursuant to applicable Law. If Customer requests, Stryker will, at Customer's expense, take reasonable steps to contest any required disclosure.

10. EXPORT CONTROL; GOVERNMENT REQUIREMENTS

The Laws of the United States and any other relevant jurisdictions may apply to the Products. Customer agrees that such Laws, if applicable, govern Customer's use of the Products (including technical data), and Customer agrees to comply with all Laws (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, Product and/or materials resulting from the use of any Product will be exported, directly or indirectly, in violation of these Laws, or will be used for any purpose prohibited by these Laws.

Each of the documentation and the software components that constitute a Product is a "commercial item" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212 ("Computer Software"). If acquired by or on behalf of a civilian agency, the U.S. Government acquires the software and any associated software documentation and/or technical data subject to the terms herein as specified in FAR 12.212 ("Computer Software") and 12.211 ("Technical Data"). If acquired by or on behalf of any agency within the Department of Defense, the U.S. Government acquires the software, software documentation and technical data subject to the terms herein as specified in DFARS 227.7202-3. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software or technical data under these terms and conditions.

11. TERM; TERMINATION; SUSPENSION

For subscription, support or hosting services, the provision of such services is limited to the applicable Service Term. Stryker may, at its option, immediately suspend Customer's use of any Stryker Software if: (a) Customer is in breach of this Agreement (including the Software and Hosting Terms or a Product Addendum); (b) Stryker believes that Customer's use of a Product poses a security risk; or (c) Stryker suspects fraud or abuse. Stryker will give Customer notice before suspending Customer's use if permitted by Law or unless Stryker reasonably determines that providing notice presents a risk of harm, in which case Stryker will notify Customer as soon as feasible or permitted. Stryker will promptly reinstate Customer's access once Stryker has determined that the issue causing the suspension has been resolved. Customer will remain responsible for all fees incurred before and during any suspension.

If either Party breaches a material term of this Agreement and fails to correct the breach within thirty days (except for failure by Customer to pay amounts under this Agreement, in which case the cure period will be ten days) of written specification of the breach, then the breaching Party is in default and the non-breaching Party may terminate this Agreement. If Stryker terminates this Agreement as specified in the preceding sentence, Customer must pay within ten days all amounts, which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or received under this Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching Party may agree in its sole discretion to extend the thirty-day period for so long as the breaching Party continues reasonable efforts to cure the breach. Customer agrees that if Customer is in default under this Agreement, Customer may not use those Products which Customer ordered. Upon termination or expiration of this Agreement or a Service Term, all of Customer's rights to use Stryker Software (other than Embedded Software) and the Hosting Services expire, and Customer will immediately cease use and return to Stryker any copies of any use Stryker Software (other than Embedded Software) any accompanying documentation. For Embedded Software, upon termination or expiration of this Agreement, or upon termination or expiration the Services Term applicable to the support or subscription of such Embedded Software (i.e., the applicable Embedded Software must be under a current support or subscription agreement with Stryker), then Customer must uninstall the Stryker Software if possible, and any continued use of the Embedded Software is as-is with no representations or warranties of any kind and with Supplier being under no obligation, and having no liability, to Customer, any Users or any party relating to any such use.

Upon the termination or expiration of any Hosting Services, Stryker will make Customer's Content (as it existed at the end of the date of termination or expiration) available for retrieval by Customer for up to thirty days (or such different period set out in the Product Addendum). At the end of such retrieval period, and except as required by Law or as otherwise set forth in this Agreement, Stryker will delete or otherwise render unrecoverable Customer's Content that remains in the environments hosted by Stryker for Customer. If Stryker hosts or stores Customer's Content beyond the Service Term, Customer will pay to Stryker, and will be responsible to Stryker for, Stryker's hosting and storage fees.

Any terms that should survive termination by their nature will so survive, including limitations of liability and ownership rights of Stryker. Termination by any means will not affect the provisions of this Agreement relating to the payment of amounts due or the survival provision of this Agreement, regardless of the reason for termination.

12. GENERAL TERMS

Customer agrees that this Agreement and the information which is incorporated into this Agreement or Product Documentation by written reference (including reference to information contained in a URL or referenced policy), together with the applicable Ordering Document, are the complete agreement for the Products ordered by Customer and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products. It is expressly agreed that the terms of this Agreement will supersede the terms in any purchase order, procurement internet portal or any other similar non-Stryker document and no terms included in any such purchase order, portal or other non-Stryker document will apply to the Products ordered. Stryker may refer to Customer as a customer of the ordered Products in sales presentations, marketing vehicles and activities.

Except for the obligation to pay fees when due, neither Party will be liable to the other Party in respect of any hindrance, delay, or failure to perform that results from any event or cause that is beyond the reasonable control of the Party obligated to perform, including acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Stryker's inability to obtain goods from their usual sources. If for any reason a court or competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will

remain in full force and effect. Stryker's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. Except as expressly set forth in this Agreement, the exercise by Stryker of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

Stryker is an independent contractor, and nothing in this Agreement is intended to create a partnership or joint venture between the Parties. Customer has no power to bind or obligate Stryker in any manner. Except with respect to persons and entities that Customer agrees to indemnify as set forth above, nothing express or implied in this Agreement is intended to confer, or will confer, upon any person or entity other than Customer and Customer's permitted assigns any rights, remedies, obligations, or liabilities whatsoever. Customer may not assign, delegate, or transfer this Agreement (in whole or in part), by operation of Law or otherwise, without Stryker's prior written consent. Stryker may assign, delegate, or transfer this Agreement to any of its affiliated entities. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their successors and permitted assigns.

Stryker reserves the right to amend any of the terms of this Agreement by posting notice on a Stryker designated web site, by email notification to an email address provided by Customer, by providing notice as part of the process in which Customer obtains updates, or by any other legally recognizable form of notice. If Customer does not agree to the amendment, Customer should promptly contact Stryker for instructions. Customer's continued use of a Product after the effective date of any such notice will be deemed Customer's agreement to be bound by such amendments. Except as otherwise set forth in this paragraph, no amendments may be made to this Agreement except in writing signed by both Parties, and any notice required under this Agreement must be provided to the other Party in writing.

Except to the extent preempted by federal Law, the Laws of Texas, other than its conflict-of-Laws principles, govern this Agreement and any claims and disputes (whether contract, tort, or otherwise) arising out of or relating to this Agreement or the Products. The Uniform Computer Information Transactions Act does not apply to this Agreement or any Products. EXCEPT TO THE EXTENT PROHIBITED BY LAW, STRYKER AND CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY WITH RESPECT TO ANY MATTERS OR DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT. Any claim or cause of action arising under this Agreement must be commenced within one year after the claim or cause of action arises.

stryker

LifePak 35

Quote Number: 11213845

Version: 1

Prepared For: CITY OF MIDLAND FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Ana Bentley

Email: ana.bentley@stryker.com

Phone Number:

Quote Date: 11/14/2025

Expiration Date: 12/31/2025

Contract Start:

Contract End:

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF MIDLAND FIRE DEPT	Name:	CITY OF MIDLAND FIRE DEPT	Name:	CITY OF MIDLAND FIRE DEPT
Account #:	20126480	Account #:	20126480	Account #:	20127055
Address:	1500 W WALL ST	Address:	1500 W WALL ST	Address:	
	MIDLAND		MIDLAND		
	Texas 79701-6526		Texas 79701-6526		

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRIN,STD,BT	20	$48,706.64	$974,132.80
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	4	$884.00	$3,536.00
3.0	11140-000102	LIFEPAK FLEX Battery Charger	2	$2,652.00	$5,304.00
4.0	41335-000001	LIFEPAK 35 AC Power Adapter Kit	20	$2,210.00	$44,200.00
5.0	11140-000131	AC Power Cord (North America, hospital grade)	22	$96.05	$2,113.10
6.0	11996-000091	Adult QUIK-COMBO pacing/defibrillation/ECG Electrodes With EDGE System Technology	36	$36.40	$1,310.40
7.0	11996-000093	Pediatric QUIK-COMBO RTS pacing/defibrillation/ECG Electrodes With EDGE System Technology	36	$44.10	$1,587.60
8.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	22	$647.50	$14,245.00
9.0	11996-000520	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	22	$712.60	$15,677.20
10.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	22	$26.40	$580.80
11.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	22	$29.60	$651.20
12.0	11160-000021	Reusable Cuff, Small, Adult, 18-26 cm	22	$35.70	$785.40
13.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	22	$57.60	$1,267.20
14.0	11160-000016	Disposable Cuff, Adult, 26-35 cm	20	$12.79	$255.80
15.0	21300-008147	NIBP Tubing, Straight, 2.7 m (9 ft)	2	$93.60	$187.20

stryker

LifePak 35

Quote Number: 11213845

Version: 1

Prepared For: CITY OF MIDLAND FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Ana Bentley

Email: ana.bentley@stryker.com

Phone Number:

Quote Date: 11/14/2025

Expiration Date: 12/31/2025

Contract Start:

Contract End:

#	Product	Description	Qty	Sell Price	Total
16.0	MVAO	Microstream Advance oral/nasal Filter Line, Adult, With O2, Box of 25	1	$345.80	$345.80
17.0	MVAI	Microstream Advance intubated Filter Line, Adult/Pediatric, Box of 25	1	$278.60	$278.60
18.0	MVPO	Microstream Advance oral/nasal Filter Line, Pediatric, With O2, Box of 25	1	$421.40	$421.40
19.0	11335-000005	LIFEPAK Printer Kit	20	$2,652.00	$53,040.00
20.0	11240-000032	Printer Paper, 100 mm (2 per box)	15	$22.40	$336.00
21.0	11260-000073	Shoulder Strap	20	$66.30	$1,326.00
22.0	11335-000008	LIFEPAK 35 Storage Bag Kit	20	$530.40	$10,608.00
23.0	11330-000026	LP35 Docking Station	13	$2,828.80	$36,774.40
24.0	11111-000035	LIFEPAK 4-Wire ECG Cable, 2.44 m (8 ft), AHA	2	$454.75	$909.50
25.0	11111-000037	LIFEPAK 6-wire expandable precordial ECG cable, AHA	2	$274.55	$549.10
26.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	22	$106.25	$2,337.50
27.0	11996-000536	15-Lead Patient Simulator (QUIK-COMBO)	3	$1,326.00	$3,978.00
28.0	EC-CLA-T2	Emergency Care CLA Tier 2	1	$0.01	$0.01
30.0	99512-001261	LIFEPAK CR2 Defibrillator, Semi-Automatic, WIFI, English, carrying case, 8 year warranty. Includes 1 PR QUIK-STEP? ectrodes and 1 battery (4 years each), LIFELINKcentral AED Program Manager Basic Account, USB cable, Operating Instructions	15	$2,454.99	$36,824.85
31.0	11101-000021	QUIK-STEP pacing/ECG/defibrillation electrodes, 4 year. Includes electrode cover, 1 set of adult/ pediatric electrodes, LPCR2	2	$156.80	$313.60
32.0	11998-000334	KIT, EMERGENCY RESPONSE	15	$53.60	$804.00
			Equipment Total:		$1,214,680.46

Trade In Credit:

stryker

LifePak 35

Quote Number: 11213845

Version: 1

Prepared For: CITY OF MIDLAND FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Ana Bentley

Email: ana.bentley@stryker.com

Phone Number:

Quote Date: 11/14/2025

Expiration Date: 12/31/2025

Contract Start:

Contract End:

Product	Description	Qty	Credit Ea.	Total Credit
TR-ZX-LP35	TRADE IN ZOLL X-SERIES FOR LP35	16	-$3,000.00	-$48,000.00
TR-ZAEDPL-LPCR2	TRADE-IN-ZOLL AED PLUS TOWARDS PURCHASE OF LIFEPAK CR2	15	-$250.00	-$3,750.00
TR-ZAEDPL-LP35	TRADE IN ZOLL AED PLUS FOR LP35	2	-$250.00	-$500.00

Data Solutions:

#	Product	Description	Months	Qty	Sell Price	Total
29.0	11150-000020	LIFEPAK Cellular Modem, North America	0	20	$1,326.00	$26,520.00
33.0	81000002	EMS Pro Tier 2: 5,000-25,000 annual run volume. Includes: device set up tools, asset management, transmission connectivity, ePCR integration, LIFENET Care app and browser access for communication, live streaming and post event analytic tools.	84	1	$2,422.80	$16,959.60

Data Solutions Total:	$43,479.60

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$0.00
Grand Total:	$1,205,910.06

Comments:

Sourcewell Contract: 041823-STY

stryker

LifePak 35

Quote Number:	11213845	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1		
Prepared For:	CITY OF MIDLAND FIRE DEPT	Rep:	Ana Bentley
	Attn:	Email:	ana.bentley@stryker.com
		Phone Number:	
Quote Date:	11/14/2025		
Expiration Date:	12/31/2025		
Contract Start:			
Contract End:			

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
PRODUCTS. The City's purchase of Products under this Quote shall be governed by the Sourcewell Contract: 041823-STY and construed in accordance with the laws of the State of Texas as applicable to contracts made and to be performed in that state, without regard to conflicts of laws principles.

SERVICES. The City's purchase of Services under Quote shall be governed by the following, in this order of precedence: (1) City of Midland Service Contract No. 23002228, (2) Sourcewell Contract 041823-STY (3) Stryker's Service Addendum, attached hereto.

DATA SOLUTIONS.
The City's purchase of Data Solutions under this Quote shall be governed by the Sourcewell Contract 041823-STY and Stryker's Software Hosting Terms and Conditions, attached hereto.

TRADE IN EQUIPMENT. The City's equipment trade in shall be outlined by the following: If applicable, any trade-in discount offered by Stryker and may be reflected on an invoice is an additional discount given by Stryker as a result of trade-in equipment remitted to Stryker by Customer at Customer's request. Customer transfers and delivers unto Stryker all of Customer's rights, title and interest in and to such trade-in equipment and all trade-in equipment must be shipped, at Customer's expense, to the address designated by Stryker within the time period agreed to by the Parties. All trade-in equipment must be appropriately packaged, consistent with Stryker's instructions or if such instructions have not been provided, with good commercial practice. Customer assumes responsibility for shipment of trade-in equipment to Stryker and for risk of loss or damage during shipment. Trade-in equipment must be accompanied by a copy of the purchase order or the trade-in order number. Failure to return trade-in equipment in accordance with these instructions may result in forfeiture of the trade-in discount, for which Stryker will bill Customer, to be paid by Customer in accordance with the payment terms under the Sourcewell Contract 041823-STY.

stryker

LifePak 35

Quote Number: 11213845

Version: 1

Prepared For: CITY OF MIDLAND FIRE DEPT

Attn:

Quote Date: 11/14/2025

Expiration Date: 12/31/2025

Contract Start:

Contract End:

Remit to:
Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Ana Bentley

Email: ana.bentley@stryker.com

Phone Number:

Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

Authorized Customer Signature Date

Stryker Authorized Signature Date

Purchase Order Number

"General Decision Number: TX20250261 03/14/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

---

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25 **	0.00

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

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 ** 0.34

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

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

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

OPERATOR: Mechanic.....$ 17.52 ** 3.33

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

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

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

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

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

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

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

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

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

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

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

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

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

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

==========

END OF GENERAL DECISION"

STRYKER CORPORATION

SOFTWARE AND HOSTING TERMS AND CONDITIONS ("SOFTWARE AND HOSTING TERMS")

CUSTOMER AGREES THAT BY PLACING AN ORDER FOR STRYKER SOFTWARE OR HOSTING SERVICES THAT CUSTOMER AGREES TO BE BOUND BY THESE SOFTWARE AND HOSTING TERMS. PLEASE READ THESE SOFTWARE AND HOSTING TERMS CAREFULLY BEFORE INSTALLING, ACTIVATING OR OTHERWISE ACCESSING OR USING ANY STRYKER SOFTWARE OR HOSTING SERVICES, OR ANY SOFTWARE OR SERVICES ACCESSIBLE BY USING ANY STRYKER SOFTWARE OR HOSTING SERVICES. IF YOU ARE PLACING AN ORDER ON BEHALF OF CUSTOMER, YOU REPRESENT AND WARRANT TO STRYKER THAT YOU ARE DULY AUTHORIZED TO AGREE TO THESE SOFTWARE AND HOSTING TERMS ON BEHALF OF CUSTOMER. IF CUSTOMER DOES NOT AGREE TO THESE SOFTWARE TERMS, CUSTOMER MAY NOT INSTALL, ACTIVATE OR OTHERWISE ACCESS OR USE STRYKER SOFTWARE OR HOSTING SERVICES, OR ANY SOFTWARE OR SERVICES ACCESSIBLE BY USING THE STRYKER SOFTWARE OR HOSTING SERVICES.

1. DEFINITIONS

Agreement means the Ordering Document that references or is otherwise subject to these Software and Hosting Terms, together with these Software and Hosting Terms and the applicable Product Addendum.

Customer Hosted Software means Stryker Software, other than Embedded Software or Stryker Hosted Software, that Customer hosts on Customer's own equipment or that is separately installed on Equipment in accordance with this Agreement.

Embedded Software means Stryker Software that is embedded in or that runs on Equipment and is provided as part of a device and not separately installed, including any documentation, explanatory written materials and files, content, and code.

Equipment means instruments, tablets or other computing devices, printers, peripherals and spare parts that are provided to Customer by Stryker under a separate Ordering Document.

Hosting Services means data hosting and storage services that Stryker makes available, directly or through its third party hosting provider to Customer, as described in the Product Addendum and set forth in the applicable Ordering Document, and any Updates thereto.

Ordering Document means a final quote and/or order for products and/or services as agreed to between Stryker and Customer.

Other Components mean applications and software, including open source software, and services that are licensed or provided by entities or individuals other than Stryker, as may be detailed in the Product Addendum or the Product Documentation.

Party means Stryker or Customer individually, and **Parties** mean Stryker and Customer collectively.

Permitted Facility means the specific facility at the specific address set forth in the Ordering Document or Product Addendum, as applicable.

Product means, for the purposes of the Software and Hosting Terms, Stryker Software or Hosting Services.

Product Addendum means the then-current additional terms and conditions applicable to a specific Product as referenced in the Ordering Document or otherwise provided by Stryker.

Product Documentation means the then-current operational materials and documentation provided by Stryker relating to a Product.

Service Term means the subscription, support or hosting services period set forth in the Product Addendum or the Ordering Document, unless terminated earlier or extended in accordance with the terms of this Agreement.

Stryker means the Stryker company or division referred to in the Ordering Document.

Stryker-Hosted Software means Stryker Software that is not Embedded Software that is hosted by Stryker or its hosting provider and made available to Customer as a service via a Customer-provided internet connection.

Stryker Software means firmware, software, web-based or mobile applications or data compilations, and any services that are accessible through the foregoing, that are proprietary to Stryker, as described in the Product Addendum and set forth in the applicable Ordering Document, and any Updates thereto. Stryker Software does not include any open source or third-party licensed software, which are subject to the terms and conditions set out in the relevant open source or third-party license as set forth herein.

Update means corrections, updates, upgrades or enhancements to Stryker Software or Hosting Services, as applicable, as made available to Customer by Stryker for use by Customer under this Agreement.

User means any employee, contractor or representative of Customer that Customer has authorized to access and/or use a Product. Any installation, activation, access or use by or on behalf of Customer, or that occurs when the Product is in Customer's or a User's possession or control, is considered to have been performed by Customer. Users may only use and access the Products at and for the Permitted Facilities.

2. USE RIGHTS

Subject to the terms of this Agreement, Stryker grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable right to allow Users to use Stryker Software and Hosting Services for internal business purposes as set forth in the Product Documentation. Stryker Software is licensed in read-access, object code form only. Product Documentation only may be used in connection with the specific Product with which it relates, and for no other purpose. In addition, unless otherwise set forth in the Product Addendum (for the avoidance of doubt, more than one category may apply to a Product):

(a) For Stryker-Hosted Software and Hosting Services, Customer may only connect to the Stryker Software using authorized websites, mobile applications and/or software ("**Authorized Connections**") as set forth in the Product Documentation and for use for the Permitted Facilities. The license for device-based or user-based software will be specified in the Product Addendum, if applicable.

(b) For Customer-Hosted Software, Customer may make one copy of the Stryker Software to operate on one computer or device, and one copy for backup or archival purposes and NOT for use in production on one computer or device, as set forth in the Product Documentation, and for each copy at a single location at a Permitted Facility in the United States.

Customer must register, set up, and at all times keep accurate and complete, an authorized account with passwords, authentication keys, or security credentials that enable Users access to the

Products ("**Login Credentials**"). Customer and User's must maintain the confidentiality and security of all Login Credentials, and Customer responsible for any consequences that may result from the improper disclosure or use of any such Login Credentials. If Customer or any User believes an account has been compromised, including any unauthorized access to or use or disclosure of any Login Credentials, Customer must notify Stryker immediately. As part of any registration or set up process, Stryker may request registration-related information, including a User's name and e-mail address. By providing this information, Customer consents, and is responsible for obtaining all User consent, to its collection and use by Stryker. Customer is responsible for all acts and omissions of Users, and for ensuring the compliance by all Users with all terms of this Agreement.

If Customer is aware of any violation by a User, Customer immediately must notify Stryker and suspend that User's access to the Products. Customer is responsible and liable for all acts and omissions by Users or by any other individual or entity to whom Customer or any User provides or allows access, or that accesses the Products through the Login Credentials. Stryker reserves the right to refuse service, terminate accounts, remove or edit content, or cancel logins in its sole and absolute discretion. The Products do not include network equipment or internet connection. Customer is responsible for obtaining equipment, software, supplies and connections sufficient to access and use the Products, and Customer is solely responsible for payment of any third-party fees associated therewith, including internet service-provider charges. Use of the Products may be limited or restricted depending on the capabilities, bandwidth or technical limitations of User's connection and service. The provision, quality and security of such connectivity are the responsibility of Customer and the party providing such service to Customer, not Stryker. If a Product has remote access capabilities, Customer hereby agrees to make systems available for remote support and consents to Stryker or Stryker's agents connecting through the internet for remote diagnostic, update, upgrade, and repair purposes.

The Products and the Product Documentation, including all Updates and modifications, enhancements, changes and additions thereto, are the proprietary and confidential property of Stryker or its licensors. Stryker hereby owns (and Customer hereby assigns and will cause all Users to assign to Stryker) all title, copyright, and other worldwide intellectual property rights in the Products and Product Documentation, including all Updates and all modifications, enhancements, changes and additions thereto, and all copies thereof. This Agreement does not grant Customer or any User any rights to trademarks or service marks of Stryker, nor any rights or licenses under any of Stryker's patents. Customer must not remove, alter, or obscure any proprietary notices contained on or within the Products or the Product Documentation and will reproduce such notices on any back-up copy of the Products or Product Documentation. This is not a sale, and Stryker hereby reserves all rights to the Products and Product Documentation, except for the rights expressly granted herein. No other right or authorization is granted, by implication, reliance or otherwise. Without limiting the foregoing, no right is granted or implied, and Customer is not authorized, to use any Product in combination with any product or method not specifically permitted by Stryker.

3. RESTRICTIONS

Customer may not, and will not allow any third party to, do any of the following: (a) access or attempt to access any other Stryker systems, programs, services or data that are not made available for Customer's use; (b) unless expressly permitted in the Production Documentation, copy, reproduce, alter, merge, modify, adapt, create derivatives of, translate, republish, upload, post, transmit, resell or distribute in any way the Products or any Product Documentation; (c) decompile, reverse engineer, disassemble, or otherwise reduce Stryker Software to a human perceivable form or to derive the underlying ideas, algorithms, structure or organization from any Product, except to the extent permitted by applicable Law; (d) permit any third party to benefit from the use or functionality of any Product via a rental, lease, timesharing, service bureau, or other arrangement; (e) sublicense, sell or transfer any of the rights granted to Customer unless approved in writing by Stryker; (f) breach, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in any Product, including any mechanism used to restrict or control the functionality of Stryker Software, or enable features or functionalities that are otherwise disabled or not purchased by Customer; (g) perform or attempt to perform any actions that would interfere with the proper working of a Product; or (h) use a Product in or for any manner or purpose that infringes, misappropriates, or otherwise violates any right of any third party or that violates any applicable Law. Customer will, and will ensure that Users will, at all times use Stryker Software in compliance with this Agreement and the Product Documentation. Customer will indemnify Stryker and hold Stryker harmless from and against any and all claims, damages, losses, costs, expenses and other liability of whatever nature that Stryker suffers or incurs by reason of any such unintended use.

For Stryker-Hosted Software, the Hosting Services or any Stryker Software that is connected to a Stryker system hosted by Stryker, Customer will not, and will ensure that Users do not:

(a) perform, attempt to perform, or assist others in performing any of the following while accessing or using a Product: (i) use, display, mirror, or frame the Product or any individual element within the Product, including the design of any page; (ii) try to gain unauthorized access to, test the vulnerability of, or disrupt any Product, any other service, device, data, account, or network, including Stryker systems or systems of Stryker providers; or (iii) access any Product through the use of any mechanism other than through the use of an Authorized Connection.

(b) (i) upload any content that contains software viruses or is designed to interrupt, destroy, or limit the functionality of any software, equipment or services, or that contains other harmful, disruptive, or destructive files or content; (ii) use or attempt to use another User's account without authorization, or impersonate any person or entity; or (iii) use any Product in any manner that, in Stryker's sole discretion, is objectionable or restricts or inhibits any other person or entity from using or enjoying a Product, or which may expose Stryker or any third party to any harm or liability of any type.

If a Product is considered a medical device by the U.S. Food and Drug Administration ("**FDA**"), additional terms may be applicable as set forth in the Product Addendum. Unless a Product Addendum expressly sets forth otherwise, no data generated, hosted or stored by or through a Product or Stryker is or should be considered an electronic medical record. Customer is responsible for printing or storing any data as may be necessary or appropriate to include in any medical record maintained by Customer.

Use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in subparagraph (b) of FAR 52.227-19, Commercial Computer Software License. A Product may contain applications and software, including open source software, and services that are licensed or provided by entities or individuals other than Stryker as detailed in the Product Addendum or the Product Documentation ("**Other Components**"). Other Components are subject to the terms and conditions of the applicable license agreement that accompanies or applies to such Other Components.

Customer will use the Other Components solely in conjunction with a Product and Customer will have no broader use rights with respect to the Other Components than it has to the Product.

4. UPDATES; OTHER SERVICES

From time to time, Stryker may provide Updates, including for purposes of error correction and improvement of functions. Updates may delete or change the nature of features or other aspects of a Product. Customer acknowledges and agrees that Updates are made at Stryker's sole discretion and that Stryker may condition continued use of a Product upon Customer's complete installation, use or acceptance of an Update. Any Updates will be deemed to be, and will constitute part of, a Product. Customer agrees and consents to install and use any Update if required by Stryker. The Product may require the purchase of an annual maintenance subscription for ongoing training, support, and upgrades, which will be governed by separate terms and conditions.

If Stryker makes a material change to a Product, Stryker will use reasonable efforts to notify Customer prior to the effective date of that change. If any changes are made to a Product by or on behalf of Customer or a User, permitted or otherwise, Customer will promptly notify Stryker thereof and all intellectual property and other rights in such additions or changes will be exclusively owned by Stryker. Customer will timely execute any documents reasonably requested by Stryker to vest in Stryker all rights in and to those changes.

5. USER RESPONSIBILITIES

Customer acknowledges that Customer and Users, acting through licensed medical doctors or other licensed health care professionals who are employed by or otherwise associated with Customer, will be the provider of medical and other health services to patients relating to the review, analysis, and interpretation of any medical data or any related health care services provided to patients based on such review, analysis, and interpretation in connection with any Product or services provided as part of or through any Product. Customer acknowledges and agrees that Stryker is not a provider or supplier of any health-care services and that Stryker will not be deemed to be furnishing any patient health-care services by virtue of providing any Product or in connection with this Agreement. Except as expressly set forth in this Agreement, Customer agrees to reimburse Stryker for and hold Stryker harmless from, any consequences, directly or indirectly, related to any misuse or interpretation of any Product or any other information provided or omitted in connection therewith.

Customer must comply with, and is solely responsible for complying with, all applicable laws, regulatory requirements and rules ("**Laws**") relating to the use of a Product, including Laws in the jurisdiction(s) where a Product is used or accessed. Customer acknowledges Customer's obligation to inform Users of warnings, instructions, notices and other materials regarding proper use of a Product.

Customer retains all rights to the content Customer or a User upload, store, share, send, or display to or via a Product ("**Customer's Content**") subject to the provisions in this Agreement. Customer is solely responsible for ensuring that each Product and its security are appropriate for Customer's intended use. Customer is responsible for taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of Customer's Content. Those steps include (a) controlling access Customer provides to Users, (b) making appropriate configurations, (c) ensuring the security of Customer's Content while it is in transit, (d) using encryption technology to protect Customer's Content, and (e) backing up Customer's Content. Customer is responsible for providing any necessary notices to Users and obtaining any legally required consents from Users regarding their use of the Products. Customer represents and warrants that Customer has the rights to provide Customer's Content to Stryker and to direct and authorize Stryker to use and disclose Customer's Content as contemplated in this Agreement. For Hosting Services, Customer hereby consents to Stryker's hosting and processing of Customer's Content and other related information, including at locations of Stryker and its third-party infrastructure and cloud providers.

Customer agrees to assist Stryker in any implementation process. Customer agrees to have all equipment, connections and facilities prepared and ready for implementation in accordance with the mutually agreed upon schedule. Customer will be responsible for taking all necessary actions prior to Stryker performing the installation/services to remove and/or remediate any hazardous conditions or materials. Further, Customer will maintain an environment that complies with the Product Documentation and will use all Products in accordance with this Agreement and the Product Documentation. Customer is responsible for all hardware, operating systems, network setup, network maintenance and setup required in the support of a Product. Customer may be required to grant Stryker certain limited access rights to Customer's systems or resources in order that Stryker may render services. Customer is responsible for ensuring that Customer's personnel have sufficient training to attain and maintain competence in the operation of a Product.

Should Customer return a Product, sell or otherwise transfer a Product, or if this Agreement or a Service Term is terminated, if requested by Stryker, Customer will uninstall or cease use of Stryker Software (other than Embedded Software) and delete (directly or hereby allows Stryker to delete) any and all accounts Customer may have established for the Product or that are accessible through the Product. If Customer resells or transfer any Product to other hospitals, clinics, wholesalers, dealers or any other third parties, Customer will notify Stryker in advance. Unless Stryker and the successor owner or transferee enter into a separate agreement for the use of or access to a Product (including the use of any Stryker Software or Hosting Services), all representations and warranties with respect to such Product are null and void and Stryker will have no further obligations or liability with respect to the Product or any component thereof.

During the Service Term, and for four years thereafter, both Parties will comply with all applicable requirements of 42 CFR Section 420.302, including: (a) retaining required documents, and (b) giving the U.S. Comptroller General, HHS, and their duly authorized representatives access to its contract, books, documents, and records related to the sale under this Agreement and those of any organizations related to the Parties.

Customer is responsible for (a) Customer's or User's access to or use of a Product, (b) Customer's Content, (c) Customer's breach or alleged breach of this Agreement, (d) Customer's or any User's violation of any Law or the rights of a third party, (e) the actions of any person or entity gaining access under Login Credentials assigned to Customer or a User, (f) the actions of any person or entity using Login Credentials assigned to a User, or (g) Customer's or a User's negligent or willful misconduct.

Customer agrees that Stryker or its agents or representatives may but is not required to audit Customer's use of a Product for compliance with these Software and Hosting Terms at any time. In the event that such audit reveals any use other than in full compliance with the terms of this Agreement, Customer will reimburse Stryker for all reasonable expenses related to such audit in addition to any other liabilities incurred as a result of such non-compliance. Stryker has the right to investigate violations of this Agreement and any conduct that affects any Product and, in response, may take any action Stryker may deem appropriate.

6. INFRINGEMENT

Stryker will defend Customer against any action by a third party against Customer to the extent based on a claim that Stryker Software infringes a United States patent, copyright or trade secret of such third party during the Service Term applicable to such Stryker Software ("**Infringement Claim**"), and Stryker will indemnify and hold Customer harmless from and against all settlements to which Stryker has agreed and all final, non-appealable judgments awarded against Customer to the extent arising out of any Infringement Claim, provided that, in each case: Customer promptly notifies Stryker in writing of the existence of any Infringement Claim; Customer is able to, at Stryker's option, control the defense and settlement of such Infringement Claim; and Customer fully cooperates in the defense of any Infringement Claim. These obligations will not apply to the extent that the alleged infringement or violation arises from: use of non-Stryker furnished equipment, software, or other resources with Products; Customer's failure to follow Stryker's installation, operation, repair or maintenance instructions; Customer's failure to permit Stryker timely access, remote or otherwise, to Products; failure to implement any Updates, including revisions, modifications, updates, patches, "bug fixes" or new versions of or to Stryker Software, provided by Stryker; Products with their serial numbers altered, defaced or deleted; Products that have been altered, serviced or modified by a party other than Stryker; Products that have been subjected to abnormal physical or electrical stress, misuse, negligence or accident by Customer or a third party or any other cause outside of Stryker's control; or Products and/or Stryker Software not purchased new (collectively "**Exceptions**"). If Stryker Software becomes, or in Stryker's opinion is likely to become, the subject of an Infringement Claim barring Customer's use of the Stryker Software, Stryker may, at its option, either: remedy or replace the infringing components of the Stryker Software or terminate Customer's access to and use of the infringing components of Stryker Software with no further obligation to User. THIS CLAUSE STATES STRYKER'S ENTIRE LIABILITY WITH RESPECT TO ANY LIABILITY FOR ANY THIRD-PARTY CLAIMS OF INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS.

7. WARRANTY

Stryker warrants to Customer that the Stryker Software will perform substantially as described in the Product Documentation when first delivered or made available for access or use by Customer. If Customer notifies Stryker of defects within five days after Customer's first access or use, and those defects are verified by Stryker, as Customer's sole and exclusive remedy, Stryker will remedy or replace the defective Stryker Software or, at its option, terminate this Agreement with respect to Stryker Software that was defective. Customer's remedy for breach of this limited warranty will be limited to the foregoing replacement or refund and will not encompass any other damages. No dealer, distributor, agent or employee of Stryker is authorized to make any modification or addition to the warranty and remedies stated herein. Additional terms regarding Product warranties and maintenance may be set forth in the Product Addendum. Notwithstanding these limited warranty provisions, all of Stryker's obligations with respect to such warranties will be contingent on Customer's use of a Product in accordance with this Agreement and in accordance with Stryker's instructions as provided in the Product Documentation, as such instructions may be updated from time to time. Stryker will have no warranty or indemnity obligations if the failure or infringement is caused to or by an Exception.

EXCEPT AS SPECIFICALLY STATED IN THESE SOFTWARE AND HOSTING TERMS, STRYKER EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES ARISING OUT OF OR RELATING TO THESE SOFTWARE AND HOSTING TERMS, A PRODUCT OR ANY CONTENT PROCESSED THROUGH OR GENERATED BY A PRODUCT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. STRYKER MAKES NO WARRANTY THAT A PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED OR ERROR-FREE BASIS. CUSTOMER ACKNOWLEDGES THAT, UNLESS OTHERWISE EXPRESSLY SET FORTH IN THE PRODUCT ADDENDUM, ACCESS TO AND USE OF THE SERVICES IS NOT THE EXCLUSIVE METHOD OF TRANSMISSION, STORAGE, OR RETENTION OF ANY APPLICABLE INFORMATION OR DATA.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL STRYKER BE LIABLE TO CUSTOMER, ANY USER, ANY HEALTHCARE PROFESSIONAL, OR ANY EMPLOYEE, CONTRACTOR, AGENT, OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR A PRODUCT (WHETHER IN WARRANTY, CONTRACT, OR TORT, INCLUDING NEGLIGENCE, AND REGARDLESS WHETHER STRYKER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE), INCLUDING LOST REVENUE OR PROFITS, LOSS OR CORRUPTION OF DATA OR GOODWILL, SERVICE UNAVAILABILITY, INTERRUPTION, STOPPAGE, OR DELAY, COMPUTER DAMAGE, MEDICAL EXPENSES, SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES; OR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY CUSTOMER OR A USER AS A RESULT OF THE SUSPENSION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON, OR THE RELEASE OR THE DECISION NOT TO RELEASE UPDATES. IN NO EVENT WILL STRYKER'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY USE OF OR INABILITY TO USE A PRODUCT, EXCEED THE TOTAL AMOUNT OF FEES (EXCLUDING AMOUNTS FOR THIRD PARTY SOFTWARE, INSTALLATION, WARRANTY AND MAINTENANCE SERVICES AND TAXES) CUSTOMER PAID STRYKER UNDER THE PURCHASE ORDER FOR THE PRODUCT GIVING RISE TO THE LIABILITY FOR A PERIOD NOT TO EXCEED SIX MONTHS FROM CUSTOMER'S FIRST CLAIM. THIS LIMITATION OF LIABILITY APPLIES EXCEPT AS PROHIBITED BY APPLICABLE LAW.

EACH PARTY RECOGNIZES AND AGREES THE DISCLAIMERS, LIABILITY, AND REMEDY LIMITATIONS IN THESE SOFTWARE AND HOSTING TERMS ARE MATERIAL BARGAINED-FOR AGREEMENTS, AND HAVE BEEN TAKEN INTO ACCOUNT, REFLECTED IN THE CONSIDERATION GIVEN BY EACH PARTY, AND FACTORED INTO EACH PARTY'S DECISION TO ENTER INTO THESE SOFTWARE AND HOSTING TERMS. STRYKER DISCLAIMS ALL LIABILITY AND IS NOT RESPONSIBLE FOR THE BREACH OF ANY THIRD-PARTY TERMS OR AGREEMENT THAT CUSTOMER MAY HAVE ENTERED INTO OR ACCEPTED BY THE USE OR ACCESS OF A PRODUCT.

9. CONFIDENTIALITY; DATA USAGE AND PROTECTION

In connection with this Agreement, each Party may have access to information that is confidential to the other (**"Confidential Information"**). The Parties each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential Information will be limited to the terms and pricing under this Agreement, Products and Product Documentation and other information clearly identified as confidential at the time of disclosure. A Party's Confidential Information does not include information that: (a) is or becomes a part of the public domain through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the other Party by a third party without restriction on the disclosure; or (d) is independently developed by the other Party.

The Parties each agree to use commercially reasonably efforts not to disclose each other's Confidential Information to any third party (other than as permitted herein) for a period of three years from the date of the disclosing Party's disclosure of the Confidential Information to the receiving Party, except for Confidential Information relating to a Product (including Product Documentation) which may not be disclosed by Customer at any time during or after the Service Term other than as expressly permitted under this Agreement. Stryker may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement. Nothing will prevent either Party from disclosing the Confidential Information to a governmental entity as required by Law.

Stryker will employ reasonable and appropriate safeguards and procedures to protect the security of Stryker Software. Customer will secure and protect the Stryker Software and each copy thereof, from unauthorized copying or disclosure.

Customer may provide Stryker with personal data as defined by relevant data protection Laws relating to Customer's personnel or other individuals involved in the use of the Products, including PHI as defined below (together, "**Personal Information**"). Customer will comply with all data protection Laws. Customer consents to the processing of this Personal Information by Stryker, its affiliates and their respective suppliers, and will, to the extent legally required, provide appropriate notice to each individual or obtain requisite consent to such processing of his or her Personal Information for the following specific purposes: (a) performing under this Agreement; (b) providing information about Stryker products and services; (c) transferring Personal Information permitted under this Agreement and the Product Documentation; and (d) satisfying legal or regulatory requirements. Customer is solely responsible for responding to User or patient inquiries or issues.

Where Stryker may process Personal Information stored in Equipment or Stryker Software when performing the Hosting Services, the following provisions will apply, subject to the other provisions in this Agreement:

(a) Stryker will process such Personal Information only for the purposes of providing the Hosting Services or performing its obligations under this Agreement (such processing is approved by Customer and will be deemed in accordance with Customer instructions) and is prohibited from retaining, using, or disclosing any Personal Information for any other purpose.

(b) Customer will endeavor to limit the disclosure of Personal Information to Stryker to that which is reasonably necessary to perform the Hosting Services or performing its obligations under this Agreement.

(c) Customer will keep Personal Information confidential and will implement reasonable administrative, physical, and technical measures to protect it against accidental unlawful or unauthorized destruction, loss, alteration, disclosure or access.

To the extent Stryker creates, receives, maintains, transmits or otherwise has access to any protected health information ("**PHI**") on behalf of US Covered Entities, as defined in HIPAA (defined below) in the course of performing under this Agreement, Stryker will only use and disclose such PHI as permitted by the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act, and the pertinent regulations promulgated thereunder (collectively, "**HIPAA**"). If required by HIPAA, the Parties will execute the standard form of Business Associate Agreement made available by Stryker. Without in any way limiting the foregoing, to the extent applicable to data processed in California under California law, the Parties agree that Stryker is a "Service Provider" under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100, et seq. (the "**CCPA**") and that nothing about this Agreement or the Products, or the services providing in connection with the Products, involves a "selling" or a "sale" of Personal Information under the CCPA or other applicable Laws.

To the extent data is processed in Europe, Stryker is a "Processor" under the European General Data Protection Regulation and may transfer Personal Information relating to Customer and User's patients, personnel or other individuals involved in the use of Products or related services that is subject to the laws of one or more countries in the European Union or Switzerland (together, the "**EU**") to recipients located in countries outside of the EU and to the extent Customer is the data controller of such data, Customer will (a) provide appropriate notice to the relevant individuals, (b) obtain any requisite consent, (c) provide individuals with applicable choices with respect to the use, disclosure or other processing of their Personal Information, and (d) provide individuals with the opportunity to exercise their right to access their Personal Information. If required, the Parties will execute the EU approved-standard contractual clauses, transfer or similar agreement made available by Stryker as may be required to support the lawful transfer of Personal Information.

Customer agrees that Stryker may monitor use of the Products, and services provided through the Products, by Customer and Users and collect and use Stryker Data, including to compile information related to the provision, operation or use of a Product, facilitate the provision of support, consulting, training and other services, and verify compliance with the terms of this Agreement. Stryker may use and make publicly available, Stryker Data to the extent and in the manner permitted under applicable Law. Stryker owns Stryker Data, and Customer grants Stryker a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer's Content incorporated within the Stryker Data. "**Stryker Data**" means any data relating to or arising from the business operations or plans, services and products of Stryker or the performance or use of the Products or that may aide Stryker in optimizing resources and support; may be used to improve products or services, may be used in research and development regarding products or services; may be used in verification of security and data integrity of products or services or in resource planning, industry trends, benchmarking, or contract administration (e.g., data used for sales compensation), and any Personal Information that is aggregated and not identified or identifiable to any individual.

Customer is responsible for Customer's Content. Customer represents and warrants that Customer owns Customer's Content or that Customer has all rights necessary to use and allow use of Customer's Content as described in this Agreement. If Stryker believes a problem may be attributable to Customer's Content or to Customer's use of a Product, Customer must cooperate with Stryker to identify the source of, and to resolve, the problem. If Customer becomes aware that any of Customer's Content violates this Agreement or Law, Customer must immediately remove such parts of Customer's Content from a Product or any services provided under this Agreement.

If Customer or a User submits comments, ideas, or feedback to Stryker, Customer agrees that Stryker can use, disclose, reproduce, distribute, and exploit them without any restriction or compensation to Customer or any User. Stryker does not waive any rights to use similar or related ideas or feedback previously known to or developed by Stryker or obtained from sources other than Customer.

Prior to returning any equipment to Stryker, Customer will decontaminate it and ensure that all Personal Information, including PHI stored in such equipment is deleted. Customer acknowledges that, in any case, all data and settings stored in the returned equipment may be deleted by Stryker.

If Stryker is required by subpoena, court order or any other legal or regulatory requirement to disclose any of Customer's Content, Stryker will provide Customer with notice and a copy of the demand as soon as practicable, unless Stryker is prohibited from doing so pursuant to applicable Law. If Customer requests, Stryker will, at Customer's expense, take reasonable steps to contest any required disclosure.

10. EXPORT CONTROL; GOVERNMENT REQUIREMENTS

The Laws of the United States and any other relevant jurisdictions may apply to the Products. Customer agrees that such Laws, if applicable, govern Customer's use of the Products (including technical data), and Customer agrees to comply with all Laws (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, Product and/or materials resulting from the use of any Product will be exported, directly or indirectly, in violation of these Laws, or will be used for any purpose prohibited by these Laws.

Each of the documentation and the software components that constitute a Product is a "commercial item" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212 ("Computer Software"). If acquired by or on behalf of a civilian agency, the U.S. Government acquires the software and any associated software documentation and/or technical data subject to the terms herein as specified in FAR 12.212 ("Computer Software") and 12.211 ("Technical Data"). If acquired by or on behalf of any agency within the Department of Defense, the U.S. Government acquires the software, software documentation and technical data subject to the terms herein as specified in DFARS 227.7202-3. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software or technical data under these terms and conditions.

11. TERM; TERMINATION; SUSPENSION

For subscription, support or hosting services, the provision of such services is limited to the applicable Service Term. Stryker may, at its option, immediately suspend Customer's use of any Stryker Software if: (a) Customer is in breach of this Agreement (including the Software and Hosting Terms or a Product Addendum); (b) Stryker believes that Customer's use of a Product poses a security risk; or (c) Stryker suspects fraud or abuse. Stryker will give Customer notice before suspending Customer's use if permitted by Law or unless Stryker reasonably determines that providing notice presents a risk of harm, in which case Stryker will notify Customer as soon as feasible or permitted. Stryker will promptly reinstate Customer's access once Stryker has determined that the issue causing the suspension has been resolved. Customer will remain responsible for all fees incurred before and during any suspension.

If either Party breaches a material term of this Agreement and fails to correct the breach within thirty days (except for failure by Customer to pay amounts under this Agreement, in which case the cure period will be ten days) of written specification of the breach, then the breaching Party is in default and the non-breaching Party may terminate this Agreement. If Stryker terminates this Agreement as specified in the preceding sentence, Customer must pay within ten days all amounts, which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or received under this Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching Party may agree in its sole discretion to extend the thirty-day period for so long as the breaching Party continues reasonable efforts to cure the breach. Customer agrees that if Customer is in default under this Agreement, Customer may not use those Products which Customer ordered. Upon termination or expiration of this Agreement or a Service Term, all of Customer's rights to use Stryker Software (other than Embedded Software) and the Hosting Services expire, and Customer will immediately cease use and return to Stryker any copies of any use Stryker Software (other than Embedded Software) any accompanying documentation. For Embedded Software, upon termination or expiration of this Agreement, or upon termination or expiration the Services Term applicable to the support or subscription of such Embedded Software (i.e., the applicable Embedded Software must be under a current support or subscription agreement with Stryker), then Customer must uninstall the Stryker Software if possible, and any continued use of the Embedded Software is as-is with no representations or warranties of any kind and with Supplier being under no obligation, and having no liability, to Customer, any Users or any party relating to any such use.

Upon the termination or expiration of any Hosting Services, Stryker will make Customer's Content (as it existed at the end of the date of termination or expiration) available for retrieval by Customer for up to thirty days (or such different period set out in the Product Addendum). At the end of such retrieval period, and except as required by Law or as otherwise set forth in this Agreement, Stryker will delete or otherwise render unrecoverable Customer's Content that remains in the environments hosted by Stryker for Customer. If Stryker hosts or stores Customer's Content beyond the Service Term, Customer will pay to Stryker, and will be responsible to Stryker for, Stryker's hosting and storage fees.

Any terms that should survive termination by their nature will so survive, including limitations of liability and ownership rights of Stryker. Termination by any means will not affect the provisions of this Agreement relating to the payment of amounts due or the survival provision of this Agreement, regardless of the reason for termination.

12. GENERAL TERMS

Customer agrees that this Agreement and the information which is incorporated into this Agreement or Product Documentation by written reference (including reference to information contained in a URL or referenced policy), together with the applicable Ordering Document, are the complete agreement for the Products ordered by Customer and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products. It is expressly agreed that the terms of this Agreement will supersede the terms in any purchase order, procurement internet portal or any other similar non-Stryker document and no terms included in any such purchase order, portal or other non-Stryker document will apply to the Products ordered. Stryker may refer to Customer as a customer of the ordered Products in sales presentations, marketing vehicles and activities.

Except for the obligation to pay fees when due, neither Party will be liable to the other Party in respect of any hindrance, delay, or failure to perform that results from any event or cause that is beyond the reasonable control of the Party obligated to perform, including acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Stryker's inability to obtain goods from their usual sources. If for any reason a court or competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will

remain in full force and effect. Stryker's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. Except as expressly set forth in this Agreement, the exercise by Stryker of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

Stryker is an independent contractor, and nothing in this Agreement is intended to create a partnership or joint venture between the Parties. Customer has no power to bind or obligate Stryker in any manner. Except with respect to persons and entities that Customer agrees to indemnify as set forth above, nothing express or implied in this Agreement is intended to confer, or will confer, upon any person or entity other than Customer and Customer's permitted assigns any rights, remedies, obligations, or liabilities whatsoever. Customer may not assign, delegate, or transfer this Agreement (in whole or in part), by operation of Law or otherwise, without Stryker's prior written consent. Stryker may assign, delegate, or transfer this Agreement to any of its affiliated entities. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their successors and permitted assigns.

Stryker reserves the right to amend any of the terms of this Agreement by posting notice on a Stryker designated web site, by email notification to an email address provided by Customer, by providing notice as part of the process in which Customer obtains updates, or by any other legally recognizable form of notice. If Customer does not agree to the amendment, Customer should promptly contact Stryker for instructions. Customer's continued use of a Product after the effective date of any such notice will be deemed Customer's agreement to be bound by such amendments. Except as otherwise set forth in this paragraph, no amendments may be made to this Agreement except in writing signed by both Parties, and any notice required under this Agreement must be provided to the other Party in writing.

Except to the extent preempted by federal Law, the Laws of Texas, other than its conflict-of-Laws principles, govern this Agreement and any claims and disputes (whether contract, tort, or otherwise) arising out of or relating to this Agreement or the Products. The Uniform Computer Information Transactions Act does not apply to this Agreement or any Products. EXCEPT TO THE EXTENT PROHIBITED BY LAW, STRYKER AND CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY WITH RESPECT TO ANY MATTERS OR DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT. Any claim or cause of action arising under this Agreement must be commenced within one year after the claim or cause of action arises.

City Council Meeting

Item Number: 9.
Meeting Date: December 16, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING A CONTRACT WITH GARLAND/DBS, INC. THROUGH THE OMNIA COOPERATIVE FOR THE PURCHASE AND INSTALLATION OF ROOFING SYSTEMS AT THE DV AVIATION HANGAR AND THE EMPIRE AVIATION HANGAR AT A TOTAL COST OF $934,413.00; APPROPRIATING FUNDS FOR SAID CONTRACT; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for the installation of two roofing systems at the DV Aviation Hangar and Empire Aviation Hangars to Garland/DBS, Inc. of Cleveland, Ohio through Omnia contract PW1925, for a cost of $934,413.00.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the Airport Unappropriated Fund Balance and will be appropriated for said purpose.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
The Airport Department recommends awarding a contract for the installation of two roofing systems at the DV Aviation Hangar and Empire Aviation Hangars to Garland/DBS, Inc. of Cleveland, Ohio through Omnia contract PW1925. We are members of the Omnia cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Michael Carrillo, Assistant Director of Administration & Finance, for additional information.

Therefore, please consider a resolution awarding a contract for the installation of two roofing systems at the DV Aviation Hangar and Empire Aviation Hangars to Garland/DBS, Inc. of Cleveland, Ohio through Omnia contract PW1925, for a cost of $934,413.00.

Attachments:

A. Hangar Roof Project
B. RESOLUTION W/EXH - Omnia - Roofs for DV and Empire Hangars w Exh
C. Contract 26001816

Erika Munoz, General Services	Created/Initiated - 12/4/2025
Regina Stephenson, General Services	Approved - 12/4/2025
Christy Weakland, Finance	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/5/2025
Jose Ortiz, City Manager	Approved - 12/5/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

MIDLAND

Be the Energy!

DATE: 12/02/2025

TO: Purchasing

FROM: Michael Carrillo, Assistant Director of Administration & Finance

SUBJECT: Hangar Roof Project and DV Aviation/Empire

The DV Aviation (Previously Air King) and Empire Aviation hangars each have more than 15,600 sq. ft. of aging R-panel roofing that no longer meets performance needs, especially in the high-wind conditions at Midland International Air & Space Port. The existing exposed-fastener system, worn panels, and outdated skylights pose leak risks, and the wind-uplift calculations show the need for a stronger, updated system.

The proposed R-mer Span retrofit provides a concealed-fastener, standing-seam roof installed over IntelliFrame structural framing with EPS insulation and continuous 16-gauge panels. The project also includes replacing all 32 skylights with new curb-mounted units, improving durability, wind resistance, and long-term reliability under a 30-year NDL warranty.

The Garland Company, a cooperative purchasing partner with the City of Midland, conducted a competitive bidding process for the DV Aviation & Empire Aviation roofing project. Three competitive quotes were obtained, and the lowest responsible bid, $934,413, was selected.

Sincerely,

Michael Carrillo

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH GARLAND/DBS, INC. THROUGH THE OMNIA COOPERATIVE FOR THE PURCHASE AND INSTALLATION OF ROOFING SYSTEMS AT THE DV AVIATION HANGAR AND THE EMPIRE AVIATION HANGAR AT A TOTAL COST OF $934,413.00; APPROPRIATING FUNDS FOR SAID CONTRACT; AND AUTHORIZING PAYMENT

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

WHEREAS, Garland/DBS, Inc. ("Contractor") has submitted a total proposed cost to the City of $934,413.00 for the purchase and installation of roofing systems at the DV Aviation Hangar and the Empire Aviation Hangar (the "Project") through Omnia; and

WHEREAS, the Council finds the price proposed by Contractor through Omnia for the Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with the Contractor for the Project through Omnia;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for the Project, through Omnia, for a total cost of $934,413.00. Said contract being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That $934,413.00 is available in the Airport Unappropriated Fund Balance and will be appropriated to a project established by the City of Midland Finance Department.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Contractor in accordance with the provisions of the above-referenced contract from

funds appropriated herein upon receipt of proper invoices or statements approved by the 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., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Justine Ruff, Director of Airports

APPROVED AS TO FORM ONLY:

_____

Nicholas Toulet, City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No. 26001816

THIS CONTRACT, effective the 17th day of December 2025, by and between the City of Midland, hereinafter referred to as "CITY", and Garland/DBS, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 934,413.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the installation of two roofing systems at the Air King and Empire Aviation Hangars. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 150 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. To the extent that Sections 2271.002 and 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, 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 Garland/DBS, 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 _____

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

City of Midland
Air King & Empire Aviation
2805 Earhart Drive
Midland, TX 79706

Date Submitted: 11/07/2025
Proposal #: 25-TX-251149
MICPA # PW1925
Texas General Contractor License #: NOT REQUIRED

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: R-Mer Span Retro Fit

1. Infill the gaps between the R-panel metal ribs with the EPS foam to match the existing height of the ribs (approx 1.25 inches).
2. Install IntelliFrame Retrofir Framing system fastening into structural purlins.
3. Install 16 ga R-mer Span panel concealed clips into the IntelliFrame support braces.
4. Install new R-mer Span 16" 24 gauge Standing Seam panel system.
5. Panel is a continuous panel from Eave to Ridge with no panel overlaps.
6. R-mer Span is a concealed Clip System with no through fasteners.
7. Fabricate and install all new Ridge and Rake Trim.
8. Fabricate and install new 24 guage gutters and downspouts.
9. All 32 Skylights to be replaced with curb mounted Skylights. Skylights will be installed with proper flashing detail according to the shop drawings.

Proposal Price Based Upon Market Experience:	**$ 934,413**

Garland/DBS Price Based Upon Local Market Competition:

Lydick Hooks Roofing	**$**	**934,413**
Kincaid Roofing	$	1,079,069
Tri-Lam Roofing & Waterproofing	$	1,180,100

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are excluded.
2. Permits are excluded. If permits are required this will be addressed via change order.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is included to which it obtains to the scope of work.
6. Interior Temporary protection is excluded.
7. Prevailing Wages are excluded.
8. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Nathan Parker

Nathan Parker
Garland/DBS, Inc.
(216) 302-3791

SECTION 07 41 13
METAL ROOF PANELS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Standing seam metal roofing system.

B. Standing seam metal roofing accessories.

C. Metal roofing accessories.

1.2 RELATED SECTIONS

A. Section 05 31 23 - Steel Roof Decking.

B. Section 05 40 00 - Cold-Formed Metal Framing

C. Section 07 22 16 - Roof Board Insulation.

D. Section 07 52 00 - Modified Bituminous Membrane Roofing

E. Section 07 62 00 - Sheet Metal Flashing and Trim.

1.3 REFERENCES

A. ASTM A 240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.

B. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

C. ASTM A 792/A 792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.

D. ASTM A 875 - Standard Specification for Steel Sheet, Zinc-5 % Aluminum Alloy-Coated by the Hot-Dip Process

E. ASTM B 101 - Standard Specification for Lead-Coated Copper Sheet and Strip for Building Construction.

F. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

G. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.

H. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.

I. ASTM D 1056 - Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.

J. ASTM D 2178 - Standard Specification for Asphalt Glass Felt Used in Roofing and

Waterproofing.

K. ASTM D 3575 - Standard Test Methods for Flexible Cellular Materials made from Olefin Polymers.

L. ASTM E 84 - Standard Test for Surface Burning Characteristics of Building Materials.

M. ASTM E 283 - Standard Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.

N. ASTM E 331 - Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.

O. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.

P. ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.

Q. ASTM E 1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.

R. ASTM E 2140 - Standard Test Method for Water Penetration of Metal Roof Panel Systems by Static Water Pressure Head.

S. AAMA 501.1 - Standard Test Method for Water Penetration of Windows, Curtain Walls and Doors Using Dynamic Pressure.

T. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.

U. FM 4470 Approval Standard for Class 1 Panel Roofs.

V. FM 4471 - Class 1 Panel Roof; Factory Mutual Research Corporation.

W. UL 263 - Fire Tests of Building Constructions and Materials.

X. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies.

Y. UL 790 - Standard Test Methods for Fire Tests of Roof Coverings.

Z. UL 1897 - Uplift Test for Roof Covering Systems.

AA. ICC-ES AC166 - Test Procedure for Wind Driven Rain Resistance of Metal Roof Coverings.

BB. SMACNA - Architectural Sheet Metal Manual.

CC. National Coil Coating Association (NCCA)

DD. NRCA - The NRCA Roofing and Waterproofing Manual.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

A. Standing Seam Roofing System: R-Mer Span
   1. Thermal Expansion and Contraction:
      a. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
      b. Design temperature differential shall be not less than 200 degrees F.

c. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.
d. Location of metal roofing rigid connector shall be at roof ridge unless otherwise approved by the specified manurfacturer. Metal ridge connector may require design as per job conditions by specified manufacturer.

2. Uniform Wind Load Capacity:
   a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
      1) Design Code: ASCE 7, Method 2 for Components and Cladding.
      2) Safety Factor: 1.67 after any load reduction or material stress increase.
      3) Category III Building with an Importance Factor of 3.
      4) Wind Speed: 111 mph.
      5) Exposure Category: C.
      6) Design Roof Height: 40 feet.
      7) Minimum Building Width: 210 feet.
      8) Roof Pitch: 2 inches per foot.
      9) Roof Area Design Uplift Pressure:
         a) Zone 1 - Field of roof 42.8 psf.
         b) Zone 2 - Eaves, ridges, hips, and rakes 59.6 psf.
         c) Zone 3 - Corners 69.7 psf.
   b. ASTM E 1592: Capacity shall be determined using pleated airbag method in accordance with ASTM E 1592, testing of sheet metal roof panels. Allowable safe working loads shall be determined by dividing the ultimate test load by the safety factor specified above.
3. Uniform Positive Load Capacity.
   a. Installed roof system shall be capable of resisting the following positive uniform roof loads: Roof Snow Load of 442 psf.
   b. Dead Load: Loading of the roof structure, due to tear off of existing, and/or installation of new roofing materials shall not exceed the present loading due to weight of the existing roofing system.
4. ASTM E 1646: Static pressure water infiltration (roof panels):
   a. Pressure Result:
      1) 5 Gal. /Hr. per S.F. and Static No Leakage
      2) Pressure of 20.0 Psf for 15 minutes
5. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolations for conditions outside test range are not acceptable.
6. Water penetration (dynamic pressure): No water penetration, other than condensation, when exposed to dynamic rain and 70 mph wind velocities for not less than five minutes duration, when tested in accord with principles of AAMA 501.1.
7. Wind and wind driven rain resistance: No water penetration or panel movement when exposed to 110 mph wind velocities when tested in accordance with TAS 100.
8. Installed roof system assembly shall show that it can resist the calculated roof pressure in accordance with the test results of TAS 125.
9. Water penetration in low slope applications: No water penetration or panel movement when subject to 6 inch head of water for 6 hours when tested in accordance with the ASTM E 2140 and when subject to 6 inch head of water for 7 days when tested in accordance with the TAS 114 appendix G.
10. Submit third party validation of environmental claims, prepared UL Environment, for all metal roof panels containing recycled content and/or bio based content.

1.5 SUBMITTALS

A. Submit under provisions of Section 01 30 00 - Administrative Requirements.

B. Product Data: Submit product data, test reports, and certifications in accordance with quality

assurance and performance requirements specified herein.

C. Design Loads: Submit manufacturer's minimum design load calculations according to ASCE 7, Method 2 for Components and Cladding. In no case shall the design loads be taken to be less than those specified herein.

D. Shop Drawings: Prepared specifically for this project; showing dimensions of metal roofing and accessories, fastening details and connections and interface with other products.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Certified and approved installer of the sheet metal roofing manufacturer.

1.7 PRE-INSTALLATION CONFERENCE

A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.

B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.

C. Objectives include:
1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
6. Review required inspection, testing, certifying procedures.
7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

B. Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer.
1. Store materials above ground, on skids.
2. Protect material with waterproof covering and allow sufficient ventilation to prevent condensation buildup or moisture entrapment on the materials.
3. Manufacturer's product crates are designed for transportation only, not intended for loading materials to roof.

1.9 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.10 WARRANTY

A. 30 year, no dollar limit, warranty.
   1. 30 year, no dollar limit watertight warranty for roofs over a 1/4:12 slope.
   2. Provide installers 5 year minimum warranty covering roofing system installation and water-tightness.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: www.garlandco.com. Ladd Jackson 806-773-6945 Email: ljackson@garlandco.com

B. Substitutions: Not permitted.

C. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 STANDING SEAM METAL ROOFING

A. R-Mer Span:
   1. Width of Standing T-Seam Panel: 1 inch T-seam.
      a. 16 inches.
   2. Standing Seam: 2-3/8 inch tall mechanically seamed with factory installed hot melt sealant in-seam cap. Panel/Cap is configured with a total of 4 layers of metal surrounding anchor clip.
   3. Panel Profile: Provided with minimum 1-1/2 inches wide elevated mesa's every 2 inches on center continuous throughout panel.
      a. Slope: Open Purlins down to 1/4:12.
   4. Flashing and flat stock material: Fabricate in profiles indicated on Drawings of same material, thickness, and finish as roof system, unless indicated otherwise.
   5. Coated Finish:
      a. Exposed surfaces for coated panels:
         1) Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.
         2) Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.
      b. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 to .30 dry film thickness (TDF).
   6. Accessory Components:
      a. Fasteners:
         1) Concealed fasteners: Corrosion resistant steel fasteners (stainless steel or equal) designed to meet structural loading requirements.
         2) Exposed fasteners: Series 410 stainless steel fasteners or 1/8 inch diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted to match the color of the standing seam panels.

b. Closures: Factory precut closed cell foam meeting ASTM D 1056 or ASTM D 3575, enclosed in metal channel matching panels when used at hip, ridge, rake, and jamb.
c. Provide all miscellaneous accessories for complete installation.

2.3 STANDING SEAM METAL ROOFING ACCESSORIES

A. Insulation:
1. Type: EPS Foam
a. Minimum Thickness: 1.25 inches
b. R-value: 6

B. Framing Components:
1. IntelliFrame Retrofit Furring: Install galvanized or painted steel retrofit furring members over the existing standing seam roof panels. Provide with lower flange and web notched to match the profile of the existing standing seam roof panels. Designed specific for project.

C. Sealant:
1. Concealed Applications: Non-Curing Butyl Sealant - Schnee-Morehead, Inc. SM5430 Acryl-R, or equal.
2. Exposed Applications: UV Resistant Tripolymer Sealant - Geocel Corporation, 2300 Tripolymer Sealant, or equal.

2.4 METAL ROOFING ACCESSORIES

A. R-Mer SS Sheet Stock:
1. Material and Thickness:
a. 24 gauge steel

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine surfaces to receive metal roofing. Notify the Manufacture in writing of any defective conditions encountered. Starting of work shall constitute acceptance of such conditions.

B. Structural Framing Substrate:
1. Verify primary and secondary framing members are installed and fastened, properly aligned and sloped.

C. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, reglets are in place, and nailing strips located.

D. Correct defective conditions before beginning work.

3.2 INSTALLATION

A. Install metal roof system in conformance with the NRCA Roofing and Waterproofing Manual, SMACNA Architectural Sheet Metal Manual, Manufacturers approved shop drawings and installation requirements.

B. Manufacturer to provide panels specific to the project. Fabrication of the panels by the installing contractor is prohibited.

C. Coordinate with installation of rigid board insulation as specified in Section 07 25 00 - WeatherBarriers.

D. Install all panels continuous from ridge to eave. Transverse seams are not permitted.

E. Panel lengths that exceed maximum shipping lengths shall be field rolled on equipment owned by the panel manufacturer. Seam sealant must be factory applied.

F. Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected. System configuration only allows for exposed fasteners at panel overlap, if required, and at trim details in accordance with the Manufacturer's requirements.

G. Where not otherwise indicated conform to SMACNA details including flashings and trim.

H. Install sealants where indicated to clean dry surfaces only without skips or voids.

I. Install metal edge treatment in accordance with the manufacturer's instructions and the approved shop drawings.

J. Install metal roofing accessories in accordance with the manufacturer's instructions and the approved shop drawings.

3.3 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

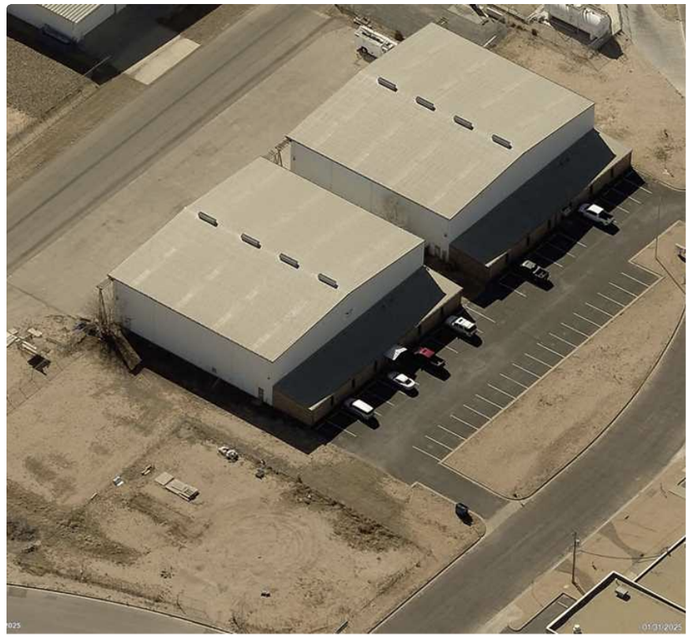
City of Midland - Air King & Empire Aviation Roofing Project

The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

Ladd Jackson
Texas Territory Manager
806-773-6945
ljackson@garlandco.com

Key

A-1 Cover Page
A-2 Campus Plan Overview
A-3 Base Bid A - Scope of Work
A-4 R-mer Span Details
A-5 R-mer Span Details Cont.
A-6 Wind Uplift Calculations



South View



North View

Garland/DBS, Inc.
3800 East 91st Street • Cleveland, Ohio 44105
Phone: 866-327-0306 • Fax: 216-641-0633
www.design-buildsolutions.com

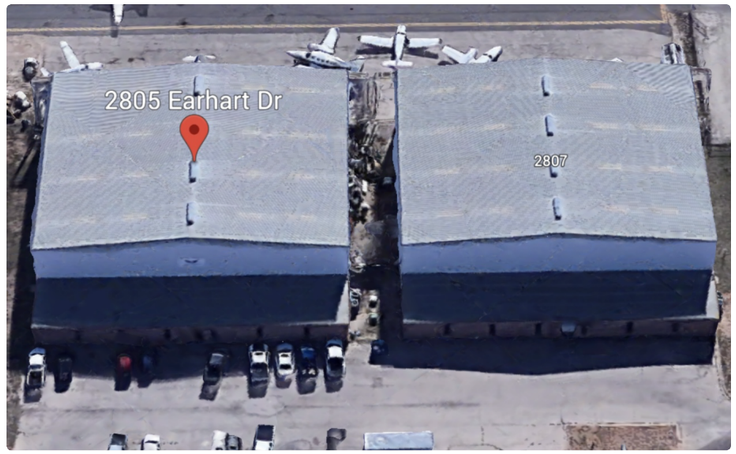
City of Midland - Air King & Empire Aviation
2805 & 2807 Earhart Dr
Midland, TX 79706

A-1

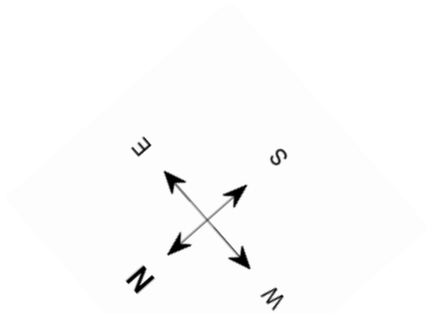
Campus Plan Overview

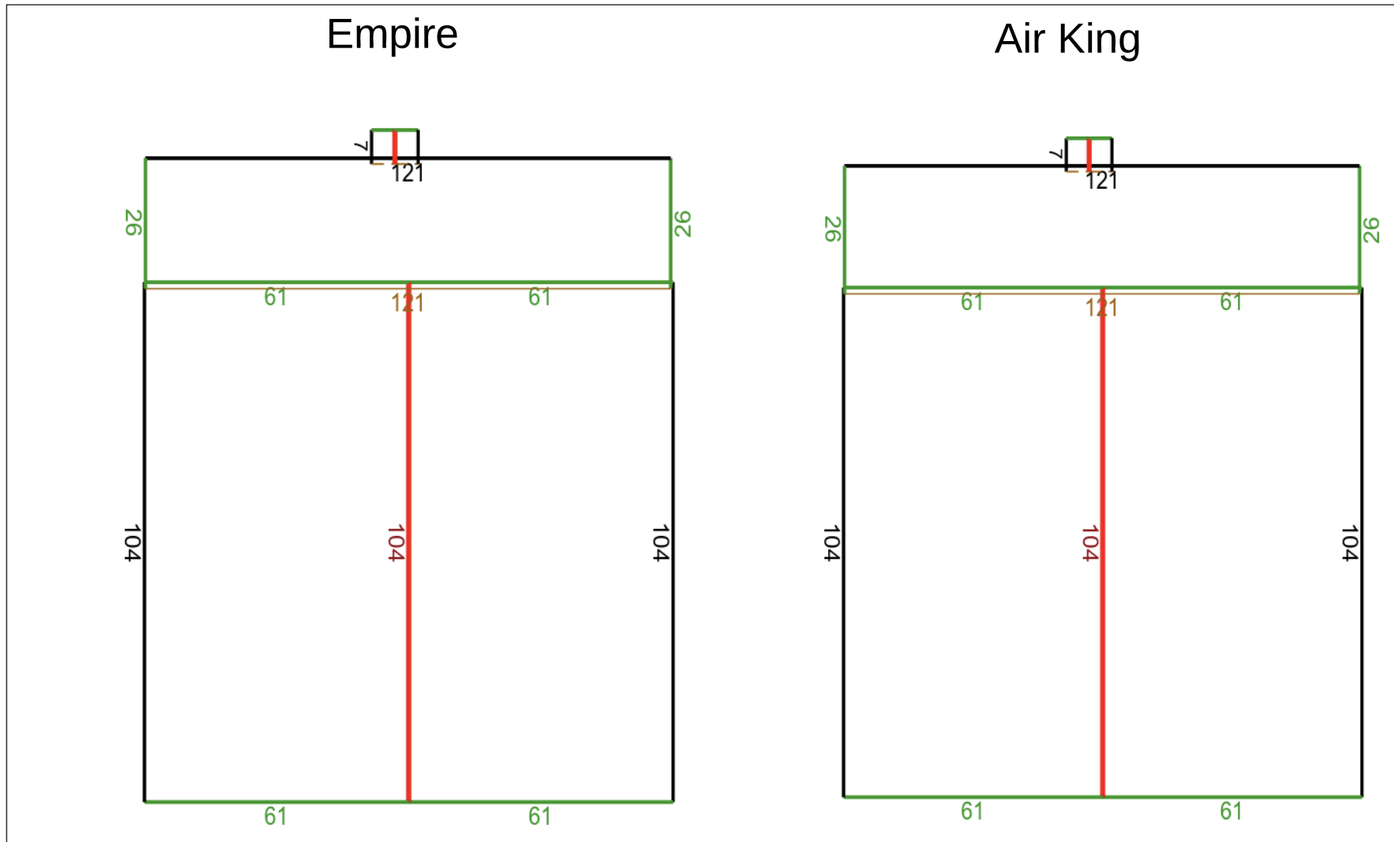
The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

Ladd Jackson
Texas Territory Manager
806-773-6945
ljackson@garlandco.com



Air King Aviation	R-panel Metal Roof (Upper & Lower Sections) 15,609 Sq. Ft
Empire Aviation	R-panel Metal Roof (Upper & Lower Sections) 15,609 Sq. Ft





City of Midland - Air King & Empire Aviation
2805 & 2807 Earhart Dr
Midland, TX 79706

A-2

Scope of Work
Base Bid A
R-mer Span Metal Retro-fit

The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

Ladd Jackson
Texas Territory Manager
806-773-6945
ljackson@garlandco.com

Overview of Buildings



R-mer Span Standing Seam Metal Retro-fit - 30 year NDL Warranty

Scope of Work:

1. Infill the gaps between the R-panel metal ribs with EPS foam to match the existing height of the ribs (approx. 1.25 inches).
2. Install IntelliFrame Retrofit Framing system fastening into structural purlins.
3. Install 16 ga R-mer Span panel concealed clips into the IntelliFrame support braces
4. Install new R-mer Span 16” 24 gauge Standing Seam panel system
5. Panel is a continuous panel from Eave to Ridge with no panel overlaps.
6. R-mer Span is a concealed Clip System with no through fasteners.
7. Fabricate and install all new Ridge and Rake trim.
8. Fabricate and install new 24 gauge gutters and downspouts.
9. All 32 Skylights to be replaced with curb mounted Skylights. Skylights will be installed with proper flashing detail according to the shop drawings.

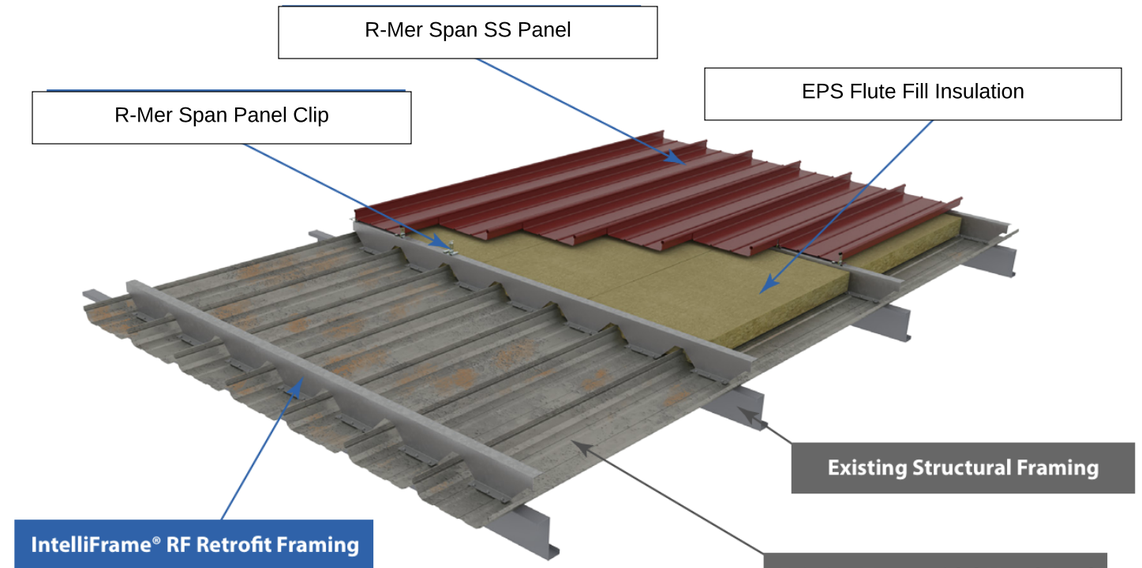
City of Midland - Air King & Empire Aviation
2805 & 2807 Earhart Dr
Midland, TX 79706

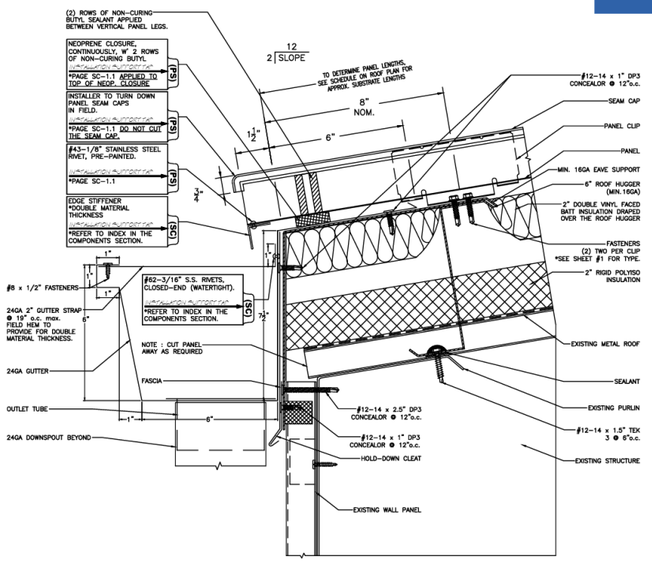
A-3

Metal SS - R-mer Span Retro-fit Details

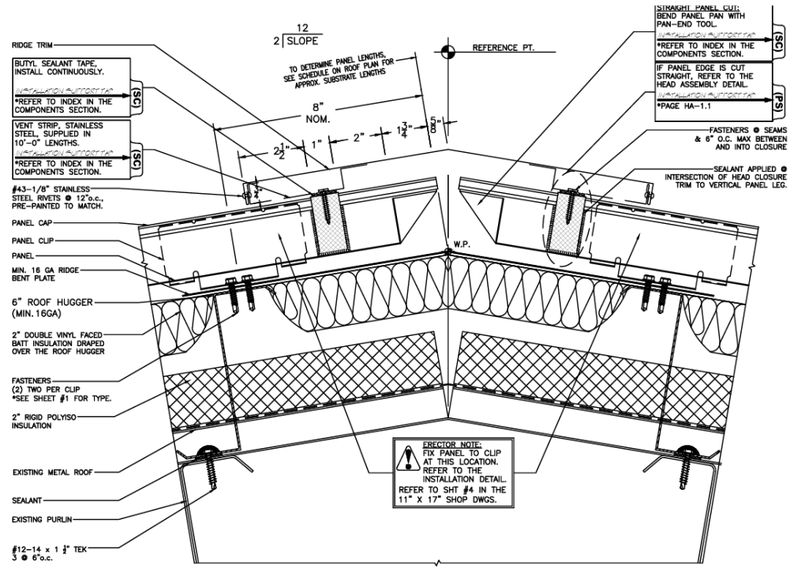
The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

Ladd Jackson
Texas Territory Manager
806-773-6945
ljackson@garlandco.com

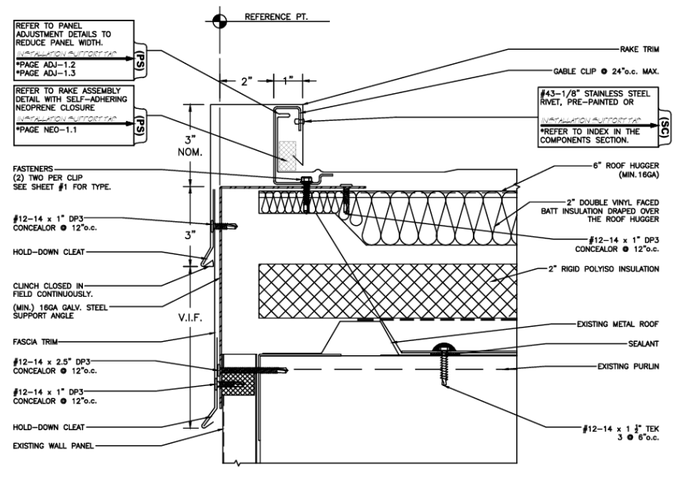




A 4 EXPANDING EAVE WITH GUTTER DETAIL
ARCH. REF. : NA



B 5 FIXED VENTED RIDGE DETAIL
ARCH. REF. : NA



C 5 RAKE DETAIL
ARCH. REF. : NA

City of Midland - Air King & Empire Aviation
2805 & 2807 Earhart Dr
Midland, TX 79706

A-4

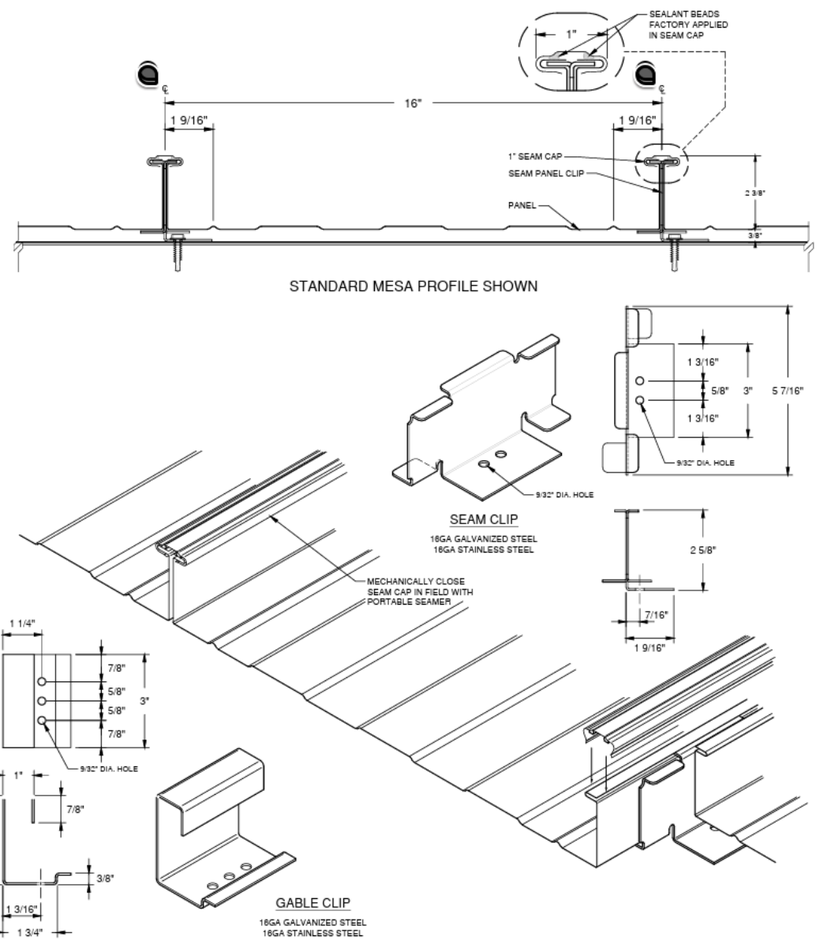
Metal SS - R-mer Span Retro-fit Details Cont.

The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

Ladd Jackson
Texas Territory Manager
806-773-6945
ljackson@garlandco.com

City of Midland - Air King & Empire Aviation
2805 & 2807 Earhart Dr
Midland, TX 79706

FILENAME: MR_RSPAN_C_16 2HoleClip.dwg — R MER SPAN



DRAWINGS ON 8½"x11 TITLE BLOCKS ARE NOT TO SCALE.

16" PANEL 2 HOLE CLIP

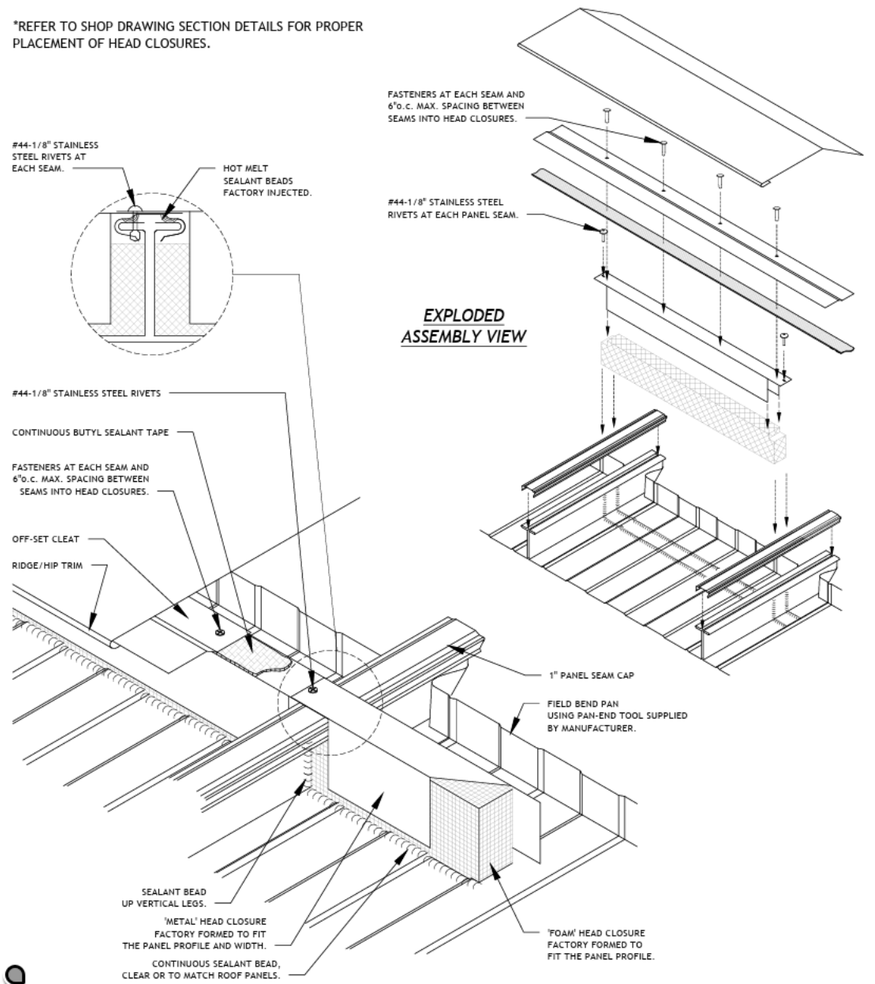
THE GARLAND COMPANY, INC.
GARLAND CANADA, INC.
THE GARLAND COMPANY UK, LTD

PROJECT:	
CUSTOMER:	
ARCHITECT:	
REPRESENTATIVE:	
DATE:	SHT: OF

© 2024 Garland Industries, Inc.

FILENAME: MR_RSPAN_M_HeadAssemblyDetailStandardPanelSystemIso.dwg — R MER SPAN

*REFER TO SHOP DRAWING SECTION DETAILS FOR PROPER PLACEMENT OF HEAD CLOSURES.



DRAWINGS ON 8½"x11 TITLE BLOCKS ARE NOT TO SCALE.

HEAD ASSEMBLY DETAIL - STANDARD PANEL SYSTEM

THE GARLAND COMPANY, INC.
GARLAND CANADA, INC.
THE GARLAND COMPANY UK, LTD

PROJECT:	
CUSTOMER:	
ARCHITECT:	
REPRESENTATIVE:	
DATE:	SHT: OF

© 2024 Garland Industries, Inc.

MIDLAND CITY OF MIDLAND

A-5

Wind Uplift Calculations

The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

Ladd Jackson
Texas Territory Manager
806-773-6945
ljackson@garlandco.com

City of Midland - Air King & Empire Aviation
2805 & 2807 Earhart Dr
Midland, TX 79706

THE GARLAND COMPANY, INC.

HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS
3800 EAST 91ST. STREET · CLEVELAND, OHIO 44105-2197
P. (216) 641-7500 · F. (216) 641-0633 · 800-321-9336 · www.garlandco.com

Preliminary Pressure Calculations

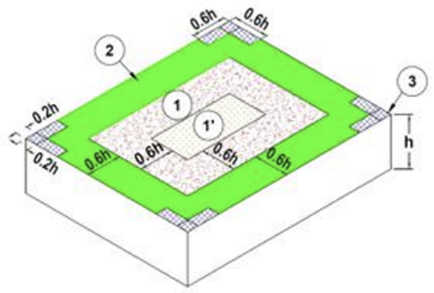
Date	10/30/2025	FTORRES 7.6	
Sales Rep	Ladd Jackson		
City	Midland		
State	TX		
Project Name	City of Midland - Air King & Empire		
Roof Sections	SS Roofs		

Design Code	ASCE 7-16 ASD		Base Velocity Pressure	15.6 psf	Gcpi = 0.55
Exposure Category	C		Roof Type	Gable	
Risk Category	III		Edge Zones		
Wind Speed	111	mph	Zone 1 width =	16'-10"	
Design Roof Height:	28	ft	Zone 2 width =	16'-10"	
Minimum Building Width:	130	ft	Zone 3 width =	5'-8"	
Roof Pitch (X, Y)	1 : 12		Zone 3 length =	16'-10"	
Roof Angle	4.76	deg	=		
Parapet ≥ 36" Entire Roof	No		=		

Deck Type	Open Framing
Deck Thickness	16 gauge

Panel Type	R-MER Span	
Width	16	in
Material	24/24 GA Steel	
Fastener	Steel: Blazer 1/4-14 HWH	
# per clip	2	
Safety Factor	3	
Clip Pry Coefficient	1.25	
Ultimate Pullout	829	psf
Allowable Clip Load	442	psf
Panel Safety Factor	1.67	

Zone Image



Zone Pressures (psf)

Zone 1'	Zone 1	Zone 2	Zone 3			Wall Perimeter Zone 4	Wall Corner Zone 5
22.6	35.0	44.4	58.4			25.7	30.4

Clip Spacing ft / in

Zone 1'	Zone 1	Zone 2	Zone 3			Zone 4	Zone 5
5'-0"	5'-0"	5'-0"	5'-0"			5'-0"	5'-0"

Notes:

Clips to be fastened into min. 16 gauge IntelliFrame RF z-girts at max. spacing above. Fasten clips at 5'-0" O/C for lower monoslope roof section in all zones.

MIDLAND CITY OF MIDLAND

A-6

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 by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. **All bonds must be executed on forms contained in these contract documents**. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, **or a bidder's bond on the form provided**, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

"General Decision Number: TX20250261 03/14/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

---

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25 **	0.00

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

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 ** 0.34

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

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

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

OPERATOR: Mechanic.....$ 17.52 ** 3.33

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

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

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

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

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

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

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

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

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

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

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

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

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

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

==========

END OF GENERAL DECISION"

THE CITY OF MIDLAND

CONTRACT

Contract No. 26001816

THIS CONTRACT, effective the 17th day of December 2025, by and between the City of Midland, hereinafter referred to as "CITY", and Garland/DBS, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 934,413.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the installation of two roofing systems at the Air King and Empire Aviation Hangars. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 150 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. To the extent that Sections 2271.002 and 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, 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 Garland/DBS, 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 _____

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

City of Midland
Air King & Empire Aviation
2805 Earhart Drive
Midland, TX 79706

Date Submitted: 11/07/2025
Proposal #: 25-TX-251149
MICPA # PW1925
Texas General Contractor License #: NOT REQUIRED

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: R-Mer Span Retro Fit

1. Infill the gaps between the R-panel metal ribs with the EPS foam to match the existing height of the ribs (approx 1.25 inches).
2. Install IntelliFrame Retrofir Framing system fastening into structural purlins.
3. Install 16 ga R-mer Span panel concealed clips into the IntelliFrame support braces.
4. Install new R-mer Span 16" 24 gauge Standing Seam panel system.
5. Panel is a continuous panel from Eave to Ridge with no panel overlaps.
6. R-mer Span is a concealed Clip System with no through fasteners.
7. Fabricate and install all new Ridge and Rake Trim.
8. Fabricate and install new 24 guage gutters and downspouts.
9. All 32 Skylights to be replaced with curb mounted Skylights. Skylights will be installed with proper flashing detail according to the shop drawings.

Proposal Price Based Upon Market Experience:	**$**	**934,413**

Garland/DBS Price Based Upon Local Market Competition:

Lydick Hooks Roofing	**$**	**934,413**
Kincaid Roofing	$	1,079,069
Tri-Lam Roofing & Waterproofing	$	1,180,100

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are excluded.
2. Permits are excluded. If permits are required this will be addressed via change order.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is included to which it obtains to the scope of work.
6. Interior Temporary protection is excluded.
7. Prevailing Wages are excluded.
8. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Nathan Parker

Nathan Parker
Garland/DBS, Inc.
(216) 302-3791

SECTION 07 41 13
METAL ROOF PANELS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Standing seam metal roofing system.

B. Standing seam metal roofing accessories.

C. Metal roofing accessories.

1.2 RELATED SECTIONS

A. Section 05 31 23 - Steel Roof Decking.

B. Section 05 40 00 - Cold-Formed Metal Framing

C. Section 07 22 16 - Roof Board Insulation.

D. Section 07 52 00 - Modified Bituminous Membrane Roofing

E. Section 07 62 00 - Sheet Metal Flashing and Trim.

1.3 REFERENCES

A. ASTM A 240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.

B. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

C. ASTM A 792/A 792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.

D. ASTM A 875 - Standard Specification for Steel Sheet, Zinc-5 % Aluminum Alloy-Coated by the Hot-Dip Process

E. ASTM B 101 - Standard Specification for Lead-Coated Copper Sheet and Strip for Building Construction.

F. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

G. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.

H. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.

I. ASTM D 1056 - Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.

J. ASTM D 2178 - Standard Specification for Asphalt Glass Felt Used in Roofing and

Waterproofing.

K. ASTM D 3575 - Standard Test Methods for Flexible Cellular Materials made from Olefin Polymers.

L. ASTM E 84 - Standard Test for Surface Burning Characteristics of Building Materials.

M. ASTM E 283 - Standard Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.

N. ASTM E 331 - Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.

O. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.

P. ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.

Q. ASTM E 1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.

R. ASTM E 2140 - Standard Test Method for Water Penetration of Metal Roof Panel Systems by Static Water Pressure Head.

S. AAMA 501.1 - Standard Test Method for Water Penetration of Windows, Curtain Walls and Doors Using Dynamic Pressure.

T. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.

U. FM 4470 Approval Standard for Class 1 Panel Roofs.

V. FM 4471 - Class 1 Panel Roof; Factory Mutual Research Corporation.

W. UL 263 - Fire Tests of Building Constructions and Materials.

X. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies.

Y. UL 790 - Standard Test Methods for Fire Tests of Roof Coverings.

Z. UL 1897 - Uplift Test for Roof Covering Systems.

AA. ICC-ES AC166 - Test Procedure for Wind Driven Rain Resistance of Metal Roof Coverings.

BB. SMACNA - Architectural Sheet Metal Manual.

CC. National Coil Coating Association (NCCA)

DD. NRCA - The NRCA Roofing and Waterproofing Manual.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

A. Standing Seam Roofing System: R-Mer Span
   1. Thermal Expansion and Contraction:
      a. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
      b. Design temperature differential shall be not less than 200 degrees F.

c. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.
d. Location of metal roofing rigid connector shall be at roof ridge unless otherwise approved by the specified manurfacturer. Metal ridge connector may require design as per job conditions by specified manufacturer.

2. Uniform Wind Load Capacity:
   a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
      1) Design Code: ASCE 7, Method 2 for Components and Cladding.
      2) Safety Factor: 1.67 after any load reduction or material stress increase.
      3) Category III Building with an Importance Factor of 3.
      4) Wind Speed: 111 mph.
      5) Exposure Category: C.
      6) Design Roof Height: 40 feet.
      7) Minimum Building Width: 210 feet.
      8) Roof Pitch: 2 inches per foot.
      9) Roof Area Design Uplift Pressure:
         a) Zone 1 - Field of roof 42.8 psf.
         b) Zone 2 - Eaves, ridges, hips, and rakes 59.6 psf.
         c) Zone 3 - Corners 69.7 psf.
   b. ASTM E 1592: Capacity shall be determined using pleated airbag method in accordance with ASTM E 1592, testing of sheet metal roof panels. Allowable safe working loads shall be determined by dividing the ultimate test load by the safety factor specified above.
3. Uniform Positive Load Capacity.
   a. Installed roof system shall be capable of resisting the following positive uniform roof loads: Roof Snow Load of 442 psf.
   b. Dead Load: Loading of the roof structure, due to tear off of existing, and/or installation of new roofing materials shall not exceed the present loading due to weight of the existing roofing system.
4. ASTM E 1646: Static pressure water infiltration (roof panels):
   a. Pressure Result:
      1) 5 Gal. /Hr. per S.F. and Static No Leakage
      2) Pressure of 20.0 Psf for 15 minutes
5. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolations for conditions outside test range are not acceptable.
6. Water penetration (dynamic pressure): No water penetration, other than condensation, when exposed to dynamic rain and 70 mph wind velocities for not less than five minutes duration, when tested in accord with principles of AAMA 501.1.
7. Wind and wind driven rain resistance: No water penetration or panel movement when exposed to 110 mph wind velocities when tested in accordance with TAS 100.
8. Installed roof system assembly shall show that it can resist the calculated roof pressure in accordance with the test results of TAS 125.
9. Water penetration in low slope applications: No water penetration or panel movement when subject to 6 inch head of water for 6 hours when tested in accordance with the ASTM E 2140 and when subject to 6 inch head of water for 7 days when tested in accordance with the TAS 114 appendix G.
10. Submit third party validation of environmental claims, prepared UL Environment, for all metal roof panels containing recycled content and/or bio based content.

1.5 SUBMITTALS

A. Submit under provisions of Section 01 30 00 - Administrative Requirements.

B. Product Data: Submit product data, test reports, and certifications in accordance with quality

assurance and performance requirements specified herein.

C. Design Loads: Submit manufacturer's minimum design load calculations according to ASCE 7, Method 2 for Components and Cladding. In no case shall the design loads be taken to be less than those specified herein.

D. Shop Drawings: Prepared specifically for this project; showing dimensions of metal roofing and accessories, fastening details and connections and interface with other products.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Certified and approved installer of the sheet metal roofing manufacturer.

1.7 PRE-INSTALLATION CONFERENCE

A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.

B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.

C. Objectives include:
1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
6. Review required inspection, testing, certifying procedures.
7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

B. Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer.
1. Store materials above ground, on skids.
2. Protect material with waterproof covering and allow sufficient ventilation to prevent condensation buildup or moisture entrapment on the materials.
3. Manufacturer's product crates are designed for transportation only, not intended for loading materials to roof.

1.9 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.10 WARRANTY

A. 30 year, no dollar limit, warranty.
   1. 30 year, no dollar limit watertight warranty for roofs over a 1/4:12 slope.
   2. Provide installers 5 year minimum warranty covering roofing system installation and water-tightness.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: www.garlandco.com. Ladd Jackson 806-773-6945 Email: ljackson@garlandco.com

B. Substitutions: Not permitted.

C. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 STANDING SEAM METAL ROOFING

A. R-Mer Span:
   1. Width of Standing T-Seam Panel: 1 inch T-seam.
      a. 16 inches.
   2. Standing Seam: 2-3/8 inch tall mechanically seamed with factory installed hot melt sealant in-seam cap. Panel/Cap is configured with a total of 4 layers of metal surrounding anchor clip.
   3. Panel Profile: Provided with minimum 1-1/2 inches wide elevated mesa's every 2 inches on center continuous throughout panel.
      a. Slope: Open Purlins down to 1/4:12.
   4. Flashing and flat stock material: Fabricate in profiles indicated on Drawings of same material, thickness, and finish as roof system, unless indicated otherwise.
   5. Coated Finish:
      a. Exposed surfaces for coated panels:
         1) Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.
         2) Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.
      b. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 to .30 dry film thickness (TDF).
   6. Accessory Components:
      a. Fasteners:
         1) Concealed fasteners: Corrosion resistant steel fasteners (stainless steel or equal) designed to meet structural loading requirements.
         2) Exposed fasteners: Series 410 stainless steel fasteners or 1/8 inch diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted to match the color of the standing seam panels.

b. Closures: Factory precut closed cell foam meeting ASTM D 1056 or ASTM D 3575, enclosed in metal channel matching panels when used at hip, ridge, rake, and jamb.
c. Provide all miscellaneous accessories for complete installation.

2.3 STANDING SEAM METAL ROOFING ACCESSORIES

A. Insulation:
1. Type: EPS Foam
a. Minimum Thickness: 1.25 inches
b. R-value: 6

B. Framing Components:
1. IntelliFrame Retrofit Furring: Install galvanized or painted steel retrofit furring members over the existing standing seam roof panels. Provide with lower flange and web notched to match the profile of the existing standing seam roof panels. Designed specific for project.

C. Sealant:
1. Concealed Applications: Non-Curing Butyl Sealant - Schnee-Morehead, Inc. SM5430 Acryl-R, or equal.
2. Exposed Applications: UV Resistant Tripolymer Sealant - Geocel Corporation, 2300 Tripolymer Sealant, or equal.

2.4 METAL ROOFING ACCESSORIES

A. R-Mer SS Sheet Stock:
1. Material and Thickness:
a. 24 gauge steel

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine surfaces to receive metal roofing. Notify the Manufacture in writing of any defective conditions encountered. Starting of work shall constitute acceptance of such conditions.

B. Structural Framing Substrate:
1. Verify primary and secondary framing members are installed and fastened, properly aligned and sloped.

C. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, reglets are in place, and nailing strips located.

D. Correct defective conditions before beginning work.

3.2 INSTALLATION

A. Install metal roof system in conformance with the NRCA Roofing and Waterproofing Manual, SMACNA Architectural Sheet Metal Manual, Manufacturers approved shop drawings and installation requirements.

B. Manufacturer to provide panels specific to the project. Fabrication of the panels by the installing contractor is prohibited.

C. Coordinate with installation of rigid board insulation as specified in Section 07 25 00 - WeatherBarriers.

D. Install all panels continuous from ridge to eave. Transverse seams are not permitted.

E. Panel lengths that exceed maximum shipping lengths shall be field rolled on equipment owned by the panel manufacturer. Seam sealant must be factory applied.

F. Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected. System configuration only allows for exposed fasteners at panel overlap, if required, and at trim details in accordance with the Manufacturer's requirements.

G. Where not otherwise indicated conform to SMACNA details including flashings and trim.

H. Install sealants where indicated to clean dry surfaces only without skips or voids.

I. Install metal edge treatment in accordance with the manufacturer's instructions and the approved shop drawings.

J. Install metal roofing accessories in accordance with the manufacturer's instructions and the approved shop drawings.

3.3 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

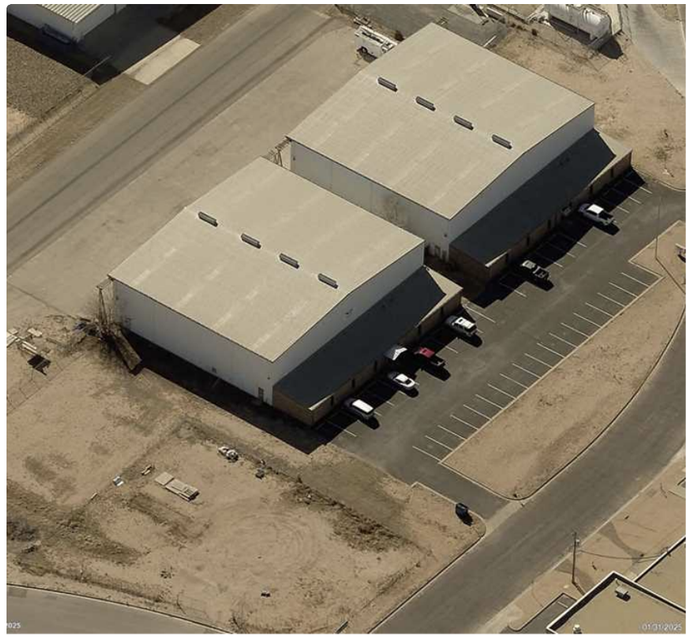
City of Midland - Air King & Empire Aviation Roofing Project

The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

Ladd Jackson
Texas Territory Manager
806-773-6945
ljackson@garlandco.com

Key

A-1 Cover Page
A-2 Campus Plan Overview
A-3 Base Bid A - Scope of Work
A-4 R-mer Span Details
A-5 R-mer Span Details Cont.
A-6 Wind Uplift Calculations



South View



North View

Garland/DBS, Inc.
3800 East 91st Street • Cleveland, Ohio 44105
Phone: 866-327-0306 • Fax: 216-641-0633
www.design-buildsolutions.com

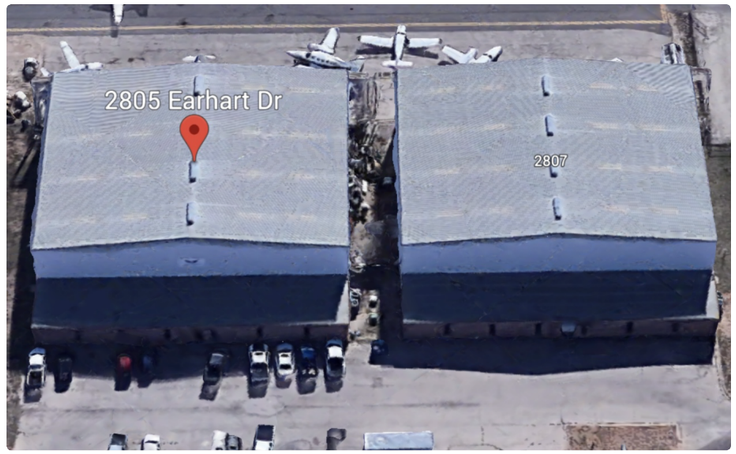
City of Midland - Air King & Empire Aviation
2805 & 2807 Earhart Dr
Midland, TX 79706

A-1

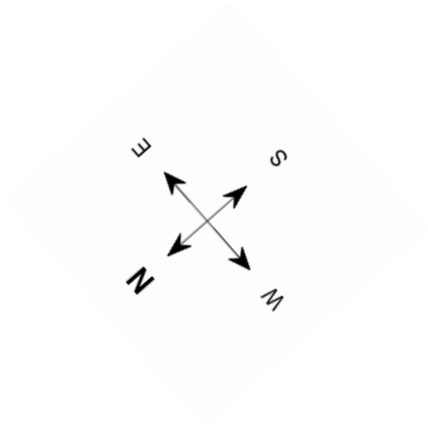
Campus Plan Overview

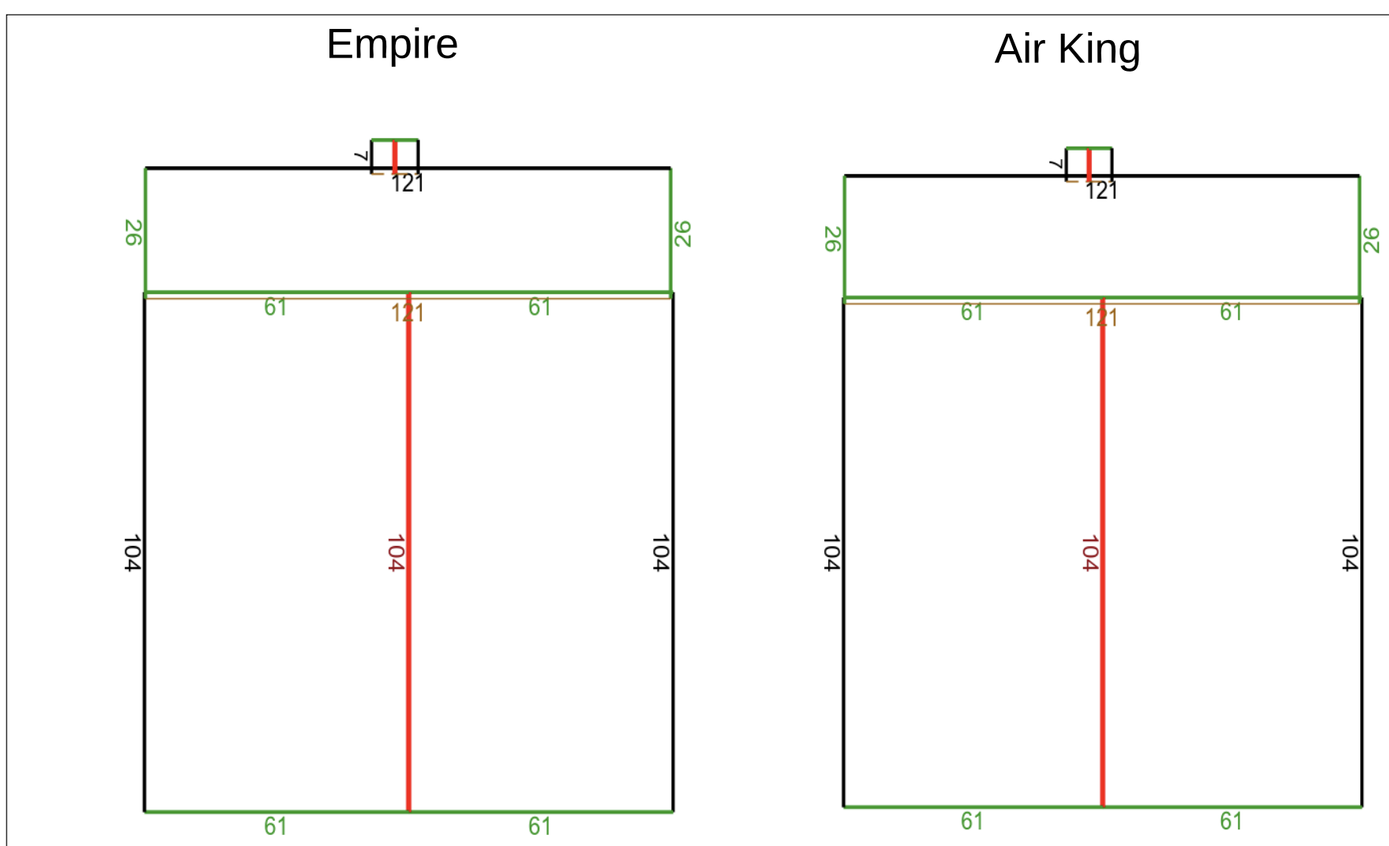
The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

Ladd Jackson
Texas Territory Manager
806-773-6945
ljackson@garlandco.com



Air King Aviation	R-panel Metal Roof (Upper & Lower Sections) 15,609 Sq. Ft
Empire Aviation	R-panel Metal Roof (Upper & Lower Sections) 15,609 Sq. Ft





City of Midland - Air King & Empire Aviation
2805 & 2807 Earhart Dr
Midland, TX 79706

A-2

Scope of Work
Base Bid A
R-mer Span Metal Retro-fit

The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

Ladd Jackson
Texas Territory Manager
806-773-6945
ljackson@garlandco.com

Overview of Buildings



R-mer Span Standing Seam Metal Retro-fit - 30 year NDL Warranty

Scope of Work:

1. Infill the gaps between the R-panel metal ribs with EPS foam to match the existing height of the ribs (approx. 1.25 inches).
2. Install IntelliFrame Retrofit Framing system fastening into structural purlins.
3. Install 16 ga R-mer Span panel concealed clips into the IntelliFrame support braces
4. Install new R-mer Span 16” 24 gauge Standing Seam panel system
5. Panel is a continuous panel from Eave to Ridge with no panel overlaps.
6. R-mer Span is a concealed Clip System with no through fasteners.
7. Fabricate and install all new Ridge and Rake trim.
8. Fabricate and install new 24 gauge gutters and downspouts.
9. All 32 Skylights to be replaced with curb mounted Skylights. Skylights will be installed with proper flashing detail according to the shop drawings.

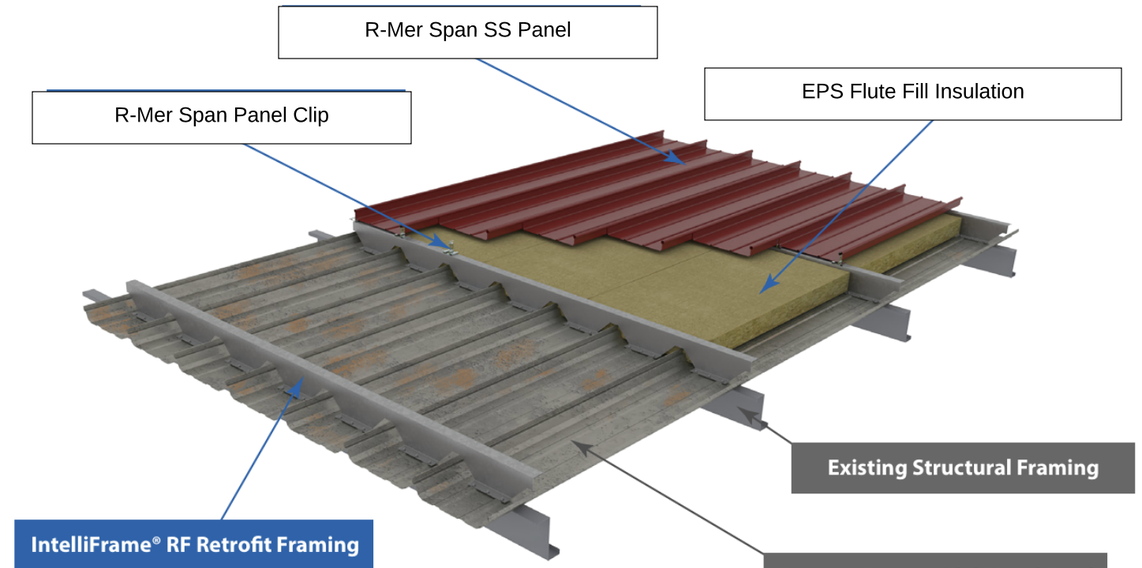
City of Midland - Air King & Empire Aviation
2805 & 2807 Earhart Dr
Midland, TX 79706

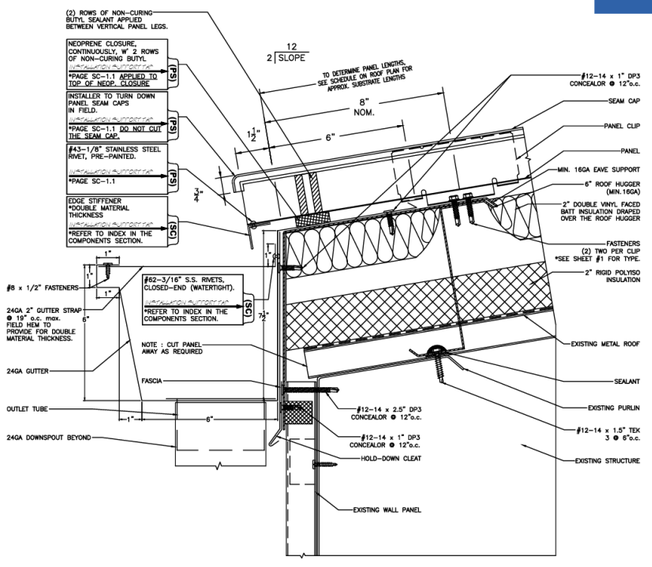
A-3

Metal SS - R-mer Span Retro-fit Details

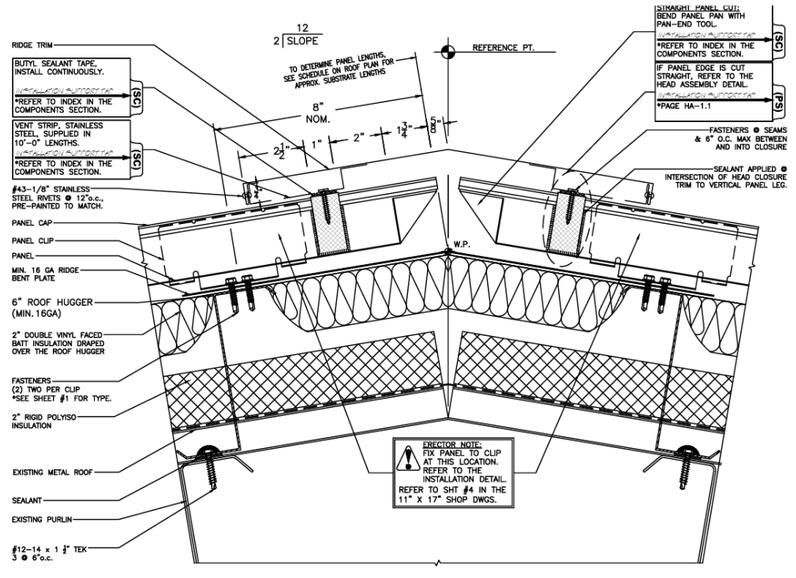
The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

Ladd Jackson
Texas Territory Manager
806-773-6945
ljackson@garlandco.com

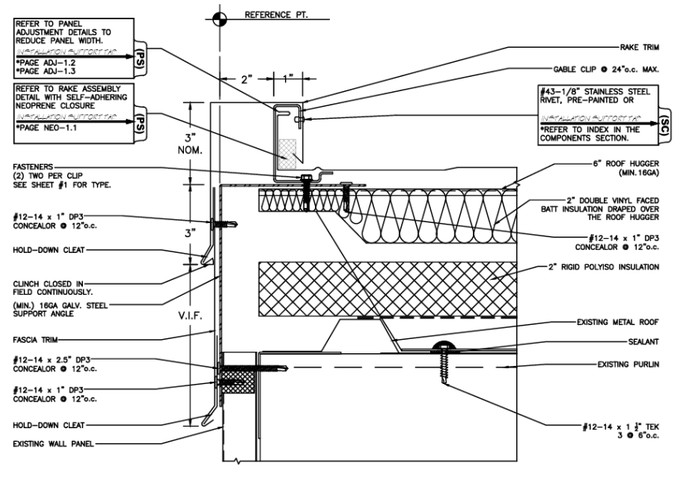




A / 4 EXPANDING EAVE WITH GUTTER DETAIL
ARCH. REF. : NA



B / 5 FIXED VENTED RIDGE DETAIL
ARCH. REF. : NA



C / 5 RAKE DETAIL
ARCH. REF. : NA

City of Midland - Air King & Empire Aviation
2805 & 2807 Earhart Dr
Midland, TX 79706

MIDLAND
CITY OF MIDLAND

A-4

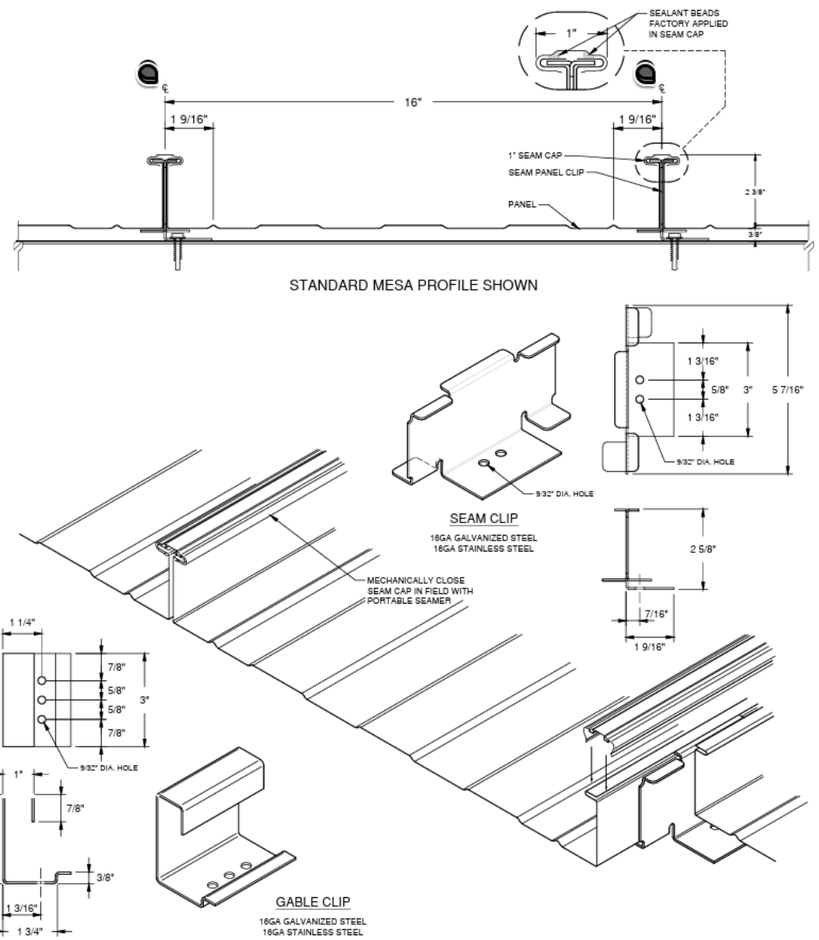
Metal SS - R-mer Span Retro-fit Details Cont.

The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

Ladd Jackson
Texas Territory Manager
806-773-6945
ljackson@garlandco.com

City of Midland - Air King & Empire Aviation
2805 & 2807 Earhart Dr
Midland, TX 79706

FILENAME: MR_RSPAN_C_16 2HoleClip.dwg R MER SPAN



DRAWINGS ON 8½"x11 TITLE BLOCKS ARE NOT TO SCALE.

16" PANEL 2 HOLE CLIP

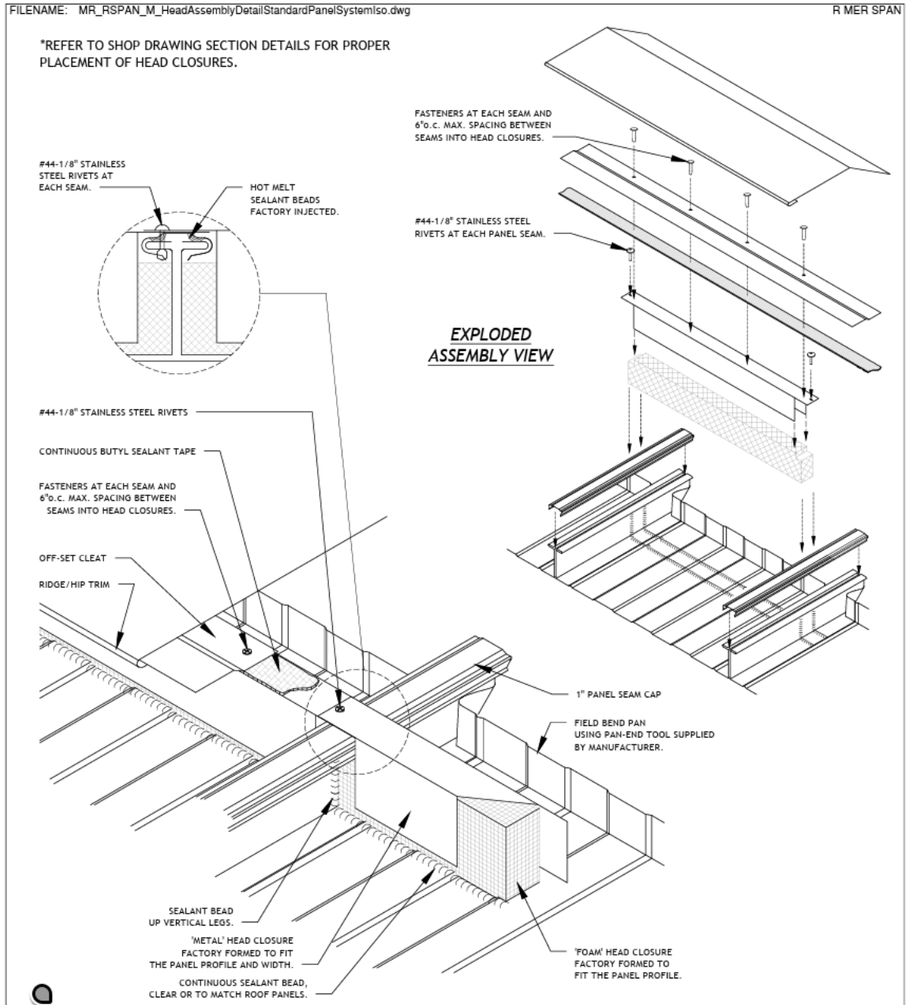
THE GARLAND COMPANY, INC.
GARLAND CANADA, INC.
THE GARLAND COMPANY UK, LTD

PROJECT:	
CUSTOMER:	
ARCHITECT:	
REPRESENTATIVE:	
DATE:	SHT: OF

© 2024 Garland Industries, Inc.

FILENAME: MR_RSPAN_M_HeadAssemblyDetailStandardPanelSystemIso.dwg R MER SPAN

*REFER TO SHOP DRAWING SECTION DETAILS FOR PROPER PLACEMENT OF HEAD CLOSURES.



DRAWINGS ON 8½"x11 TITLE BLOCKS ARE NOT TO SCALE.

HEAD ASSEMBLY DETAIL - STANDARD PANEL SYSTEM

THE GARLAND COMPANY, INC.
GARLAND CANADA, INC.
THE GARLAND COMPANY UK, LTD

PROJECT:	
CUSTOMER:	
ARCHITECT:	
REPRESENTATIVE:	
DATE:	SHT: OF

© 2024 Garland Industries, Inc.

MIDLAND CITY OF MIDLAND

A-5

Wind Uplift Calculations

The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

Ladd Jackson
Texas Territory Manager
806-773-6945
ljackson@garlandco.com

City of Midland - Air King & Empire Aviation
2805 & 2807 Earhart Dr
Midland, TX 79706

THE GARLAND COMPANY, INC.

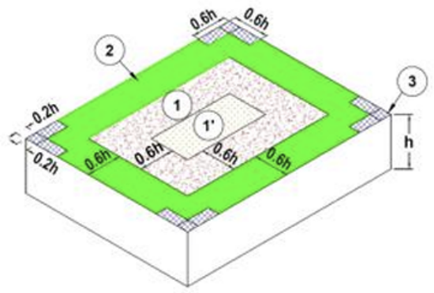
HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS
3800 EAST 91ST. STREET · CLEVELAND, OHIO 44105-2197
P. (216) 641-7500 · F. (216) 641-0633 · 800-321-9336 · www.garlandco.com

Preliminary Pressure Calculations

Date	10/30/2025	FTORRES 7.6	
Sales Rep	Ladd Jackson		
City	Midland		
State	TX		
Project Name	City of Midland - Air King & Empire		
Roof Sections	SS Roofs		

Design Code	ASCE 7-16 ASD		Base Velocity Pressure	15.6 psf	Gcpi = 0.55
Exposure Category	C		Roof Type	Gable	
Risk Category	III		Edge Zones		
Wind Speed	111	mph	Zone 1 width =	16'-10"	
Design Roof Height:	28	ft	Zone 2 width =	16'-10"	
Minimum Building Width:	130	ft	Zone 3 width =	5'-8"	
Roof Pitch (X, Y)	1 : 12		Zone 3 length =	16'-10"	
Roof Angle	4.76	deg	=		
Parapet ≥ 36" Entire Roof	No		=		
Deck Type	Open Framing				
Deck Thickness	16 gauge				

Zone Image



Panel Type	R-MER Span	
Width	16	in
Material	24/24 GA Steel	
Fastener	Steel: Blazer 1/4-14 HWH	
# per clip	2	
Safety Factor	3	
Clip Pry Coefficient	1.25	
Ultimate Pullout	829	psf
Allowable Clip Load	442	psf
Panel Safety Factor	1.67	

Zone Pressures (psf)

Zone 1'	Zone 1	Zone 2	Zone 3			Wall Perimeter Zone 4	Wall Corner Zone 5
22.6	35.0	44.4	58.4			25.7	30.4

Clip Spacing ft / in

Zone 1'	Zone 1	Zone 2	Zone 3			Zone 4	Zone 5
5'-0"	5'-0"	5'-0"	5'-0"			5'-0"	5'-0"

Notes:

Clips to be fastened into min. 16 gauge IntelliFrame RF z-girts at max. spacing above. Fasten clips at 5'-0" O/C for lower monoslope roof section in all zones.

MIDLAND
CITY OF MIDLAND

A-6

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 by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. **All bonds must be executed on forms contained in these contract documents**. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, **or a bidder's bond on the form provided**, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

"General Decision Number: TX20250261 03/14/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

---

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25 **	0.00

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

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 ** 0.34

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

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

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

OPERATOR: Mechanic.....$ 17.52 ** 3.33

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

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

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

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

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

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

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

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

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

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

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

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

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

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

===

END OF GENERAL DECISION"

City Council Meeting

Item Number: 10.
Meeting Date: December 16, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2026 MILL AND FILL PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $2,549,514.60; APPROVING $127,475.73 FOR CONTINGENCIES; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for FY 2026 Mill and Fill Project to Jones Bros. Dirt & Paving Contractors, Inc of Odessa, Texas, for a cost of $2,549,514.60 plus $127,475.73 in contingencies for a project cost of $2,676,990.33.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the General Fund Operating Budget.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
The City Manager approved plans and specifications and authorized advertisement for bids for the FY 2026 Mill and Fill Project. Bid requests were issued to three hundred twenty-seven (327) contractors, thrity-four (34) viewed the bid request. We received four (4) bids. Staff recommends awarding the base bid items to the lowest responsive bidder, Jones Bros. Dirt & Paving Contractors, Inc. Please see the attached memo from Rick Brown, Transportation Project Manager, for further information.

Therefore, please consider a resolution awarding a contract for FY 2026 Mill and Fill Project to Jones Bros. Dirt & Paving Contractors, Inc of Odessa, Texas, for a cost of $2,549,514.60 plus $127,475.73 in contingences for a project cost of $2,676,990.33.

Attachments:
A. Memo to Award FY 2026 Mill and Fill
B. RESOLUTION W/EXH - Award FY2026 Mill & Fill Project Reso w Exh
C. 26000784 Contract
D. 26000784 Bid Tab- Base Bid

Erika Munoz, General Services	Created/Initiated - 12/2/2025
Regina Stephenson, General Services	Approved - 12/3/2025
Christy Weakland, Finance	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/6/2025
Jose Ortiz, City Manager	Approved - 12/6/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Rick Brown, Transportation Project Manager

SUBJECT: Fiscal Year 2026 Mill and Fill Project
Bid# 26000784; Recommend Award

DATE: November 18, 2025

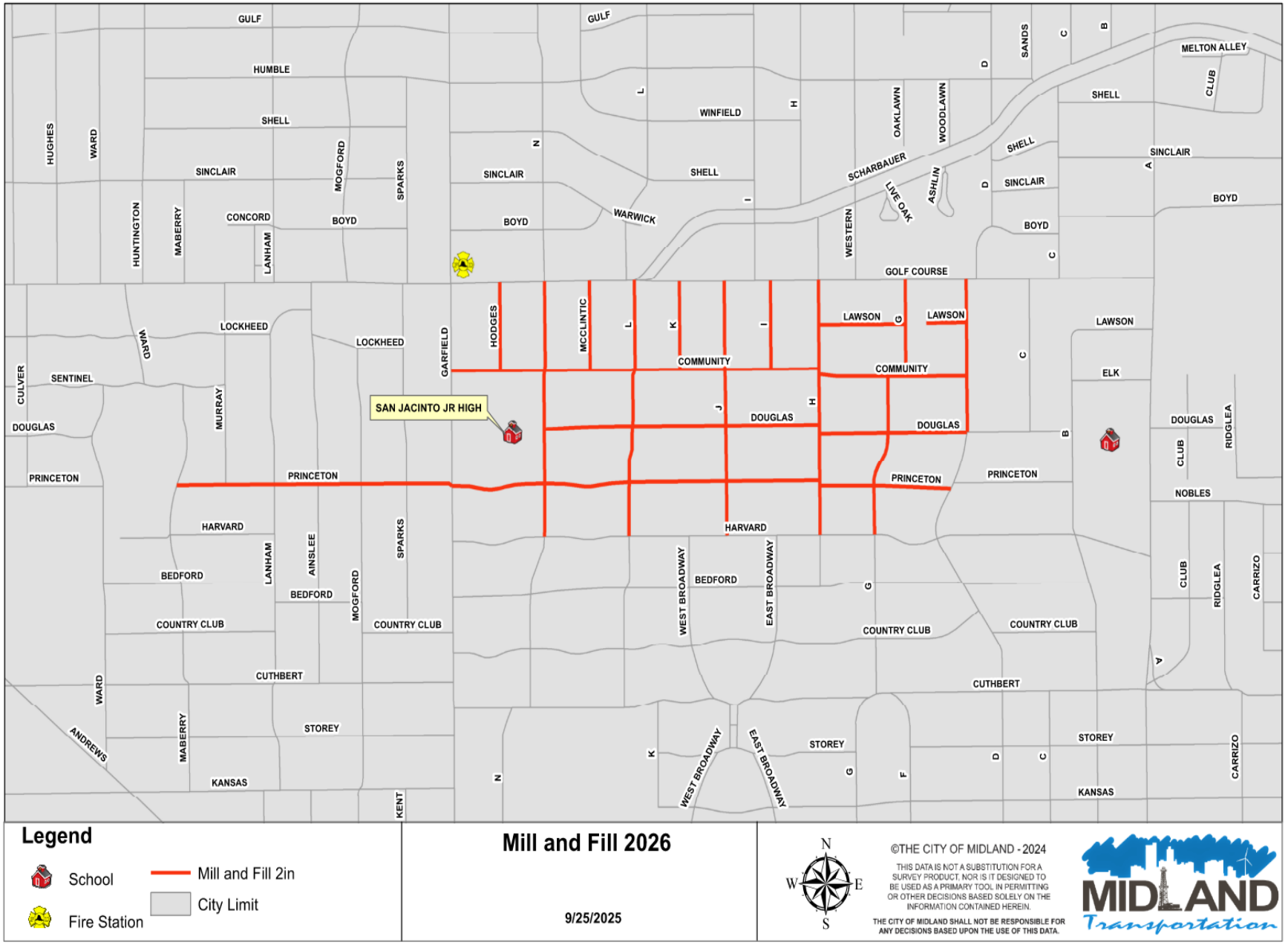
CC: Abe Langston, Transportation Manager

Mill and Fill include removing all the existing distressed asphalt and replacing it with new pavement. The existing asphalt is removed, stockpiled, and often reused by the City of Midland Transportation Division for street and alley maintenance, or it is blended and reused to make new hot mix asphalt. The FY 2026 Mill and Fill Project includes streets generally located in central Midland. Please see the map on page 2.

We have reviewed the bid tabulation for the FY 2026 Mill and Fill Project. Jones Bros. Dirt & Paving Contractors, Inc. is the apparent low bidder and has a track record of successfully completing work in the surrounding area. In addition, the unit prices appear to be in line with current pricing trends. Therefore, we are recommending the award of the FY 2026 Mill and Fill Project to Jones Bros. Dirt & Paving Contractors, Inc. in the amount of $2,676,990.33 (Base Bid + 5% Contingency).

Funding Source (001085 54220 – Maintenance Streets and Roadways)

Base Bid:	$2,549,514.60
Contingency 5%:	$127,475.73
Total Contract Amount: (001085 57005—Infrastructure)	**$2,676,990.33**



Legend

- School
- Fire Station
- Mill and Fill 2in
- City Limit

Mill and Fill 2026

9/25/2025

©THE CITY OF MIDLAND - 2024

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND Transportation

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2026 MILL AND FILL PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $2,549,514.60; APPROVING $127,475.73 FOR CONTINGENCIES; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the Fiscal Year 2026 Mill and Fill Project (the "Project"); and

WHEREAS, Bid No. 26000784 was opened on November 13, 2025, with the lowest responsible bidder being Jones Bros. Dirt & Paving Contractors, Inc. of Midland, Texas ("Contractor"), having submitted a bid of $2,549,514.60 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 $2,549,514.60; 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 City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $2,549,514.60, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than $127,475.73. The sum of $127,475.73 is approved for contract contingencies.

SECTION THREE. 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 $2,676,990.33 from funds available in the General Fund operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

Bid Opening: November 13, 2025

26000784 FY 2026 Mill & Fill Project- Base Bid

				Jones Bros. Dirt &		RK Hall, LLC		Reece Albert, Inc.		Dannys Asphalt Paving	
			Total Cost	$2,549,514.60		$3,025,907.72		$3,560,768.05		$4,292,198.12	
#	Items	Unit	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Mobilization, Job Site Safety, Erosion, Protection, and Traffic Control	LS	1	$54,000.00	$54,000.00	$288,103.55	$288,103.55	$149,500.00	$149,500.00	353,847.03	$353,847.03
#0-2	Unclassified Excavation	SY	325	$8.75	$2,843.75	$26	$8,450.00	$14.00	$4,550.00	56.33	$18,307.25
#0-3	Cold Milling Pavement (Nominal 2"-3")	SY	108450	$3	$325,350.00	$3.50	$379,575.00	$3.26	$353,547.00	3.25	$352,462.50
#0-4	Cold Milling Pavement (Nominal 5")	SY	0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-5	Prime Coat	GAL	21690	$4.30	$93,267.00	$5	$108,450.00	$6.95	$150,745.50	5.90	$127,971.00
#0-6	Trackless Tack Coat	GAL	5423	$2.45	$13,286.35	$3.15	$17,082.45	$6.55	$35,520.65	6.55	$35,520.65
#0-7	3" Ty.C Asphalt Paving Intermediate Course (City Mix Design)- 5" Paving only	TON	0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$0.00
#0-8	2" Minimum Ty. D Asphalt Paving Surface Course (City Mix Design) – 5" Paving only	TON	0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$0.00
#0-9	2" Minimum Ty. D Asphalt Paving Surface Course (City Mix Design) – 2" Paving	TON	17894	$109	$1,950,446.00	$119.58	$2,139,764.52	$149	$2,666,206.00	$153.27	$2,742,613.38
#0-10	6" Rock Base Repair (City Base)	SY	325	$10	$3,250.00	$75	$24,375.00	$70	$22,750.00	$56.33	$18,307.25
#0-11	Full Depth Sawcut (Asphalt)	LF	3254	$2.25	$7,321.50	$1.80	$5,857.20	$2.85	$9,273.90	$0.39	$1,269.06
#0-12	Adjust Manhole	EA	25	$1,575.00	$39,375.00	$1,250.00	$31,250.00	$2,515.00	$62,875.00	$4,585.00	$114,625.00
#0-13	Adjust Water Valve Box	EA	115	$525	$60,375.00	$200	$23,000.00	$920	$105,800.00	$4,585.00	$527,275.00

Bid Summary

327 Bid issued
34 Document Takers
4 Bids are listed above
1 No Bids were received
322 Bidders did not respond

THE CITY OF MIDLAND

CONTRACT

Contract No.26000784

THIS CONTRACT, effective the 17 day of December, 2025, by and between the City of Midland, hereinafter referred to as "CITY", and Jones Bros. Dirt & Paving Contractors Inc, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 2,549,514.60 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for FY 2026 mill and fill project for the City of Midland. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. To the extent that Sections 2271.002 and 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, 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 Jones Bros. Dirt & Paving Contractors 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 _____

Date: 10/10/2025

MIDLAND
Purchasing Division

300 NORTH LORAINE
P. O. BOX 1152
MIDLAND, TX 79702

BID NO: 26000784

CLOSING DATE:

November, 5 2025

CLOSING TIME:

2:00 PM

BIDS WILL BE RECEIVED UNTIL **2:00 PM** on **11/05/2025** THROUGH THE E-PROCUREMENT SYSTEM FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Various Locations, Midland TX**

DESCRIPTION
Labor, material, supervision, and traffic control necessary to complete the FY26 mill and fill Project in accordance with the attached map, general notes, specifications and contract.
TOTAL $2,549,514.60

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. 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.
3. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
4. **LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**
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.
7. **PUBLIC INFORMATION:** To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR EMAIL PURCHASING@MIDLANDTEXAS.GOV

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: Jones Bros. Dirt & Paving Contractors, Inc.
ADDRESS: 1401 S. Grandview Ave
CITY: Odessa STATE: Texas ZIP 79761
PHONE NO: 432-332-0721 EMAIL: r.chitty@jonesdp.com
DELIVERY CAN BE MADE:
AUTHORIZED SIGNATURE:

A Message for Our Vendors

The City of Midland, Texas has developed a strategic plan with long-term objectives, new mission and vision statements, and a course of action to carry out goals established by and for our community. This includes strategic priorities that will address our economy, infrastructure, quality of life, standards for a safe and secure city, plus much more that's detailed below. We hope you join us on this exciting journey and to be part of the energy toward a successful and prosperous Midland!

Vision Statement

The City of Midland will be the premier and safest city in West Texas by providing world-class municipal services through operational excellence and a culture of innovation.

Mission Statement

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

Communication • Customer Service
Economic Development
Fiscal Responsibility & Accountability
High-Performing City Team • Legislation
Quality of Place • Technology Improvements

Core Values

Commitment: Duty to the public good.
Engagement: Foster partnerships and collaboration.
Excellence: Practice continuous improvement.
Innovation: Embrace creativity and cutting-edge solutions.
Integrity: Operate with transparency and accountability.
Inclusivity: Ensure all voices are heard and valued.

Vendor & Contractor Communication

In order to ensure smooth coordination and effective communication between contractors and the City of Midland**, it is imperative that contractors provide adequate advance notice before commencing work on specific projects**. The city requires ten (10) days' notice on commencement of project. This advance notice requirement serves to notify all relevant city departments, ensuring proper preparation and coordination of resources. Additionally, it facilitates timely dissemination of information to the public, if necessary, thereby minimizing potential disruptions and maximizing transparency throughout the project lifecycle. **By adhering to this protocol, contractors demonstrate their commitment to fostering productive partnerships with the City of Midland and upholding standards of efficient project management and community engagement. This commitment is a part of our strategic plan, with direct ties to Goal 4: Transparent and Consistent Communication and Strategies 4.4 and 4.5.**

Strategic Plan

1. Strong Economy with More Quality Jobs

1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.
1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.
1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.
1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.
1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.
1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.
1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.
1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.
1.9 Establish Our Community as a Premier Destination for Retail and Entertainment: Offer unique and compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.

2. Set the Standard for a safe and secure City

2.1 Enhance public safety programs.
2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.
2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.
2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.
2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.
2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.

3. Quality of Life and Place

3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.
3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.
3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.
3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.
3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.
3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.

4. Transparent and Consistent Communication

4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.
4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.
4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.
4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.
4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.

5. Provide Sound Governance and Fiscal Management

5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.
5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.
5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.
5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.
5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.
5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.
5.7 Ensure Continued Financial Stability and Accountability: Maintain financial transparency.
5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks

and other facilities, with a standard of excellence.

5.10 Create a Work Environment that Supports Bleeding-Edge Practices: Encourage bleeding-edge practice that then cultivates an environment where employees can learn from their experiences and improve processes; thus, becoming a learning organization.

6. Strengthen and Sustain Our Infrastructure

6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.

6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.

6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.

6.4Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.

6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.

6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rather than reactive.

6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

Base Bid—FY 2026 Mill & Fill Project

Special Provisions

1. General

Work shall include milling the existing asphaltic pavement to a nominal depth of between 2 - 5 inches depth, blading and/or cleaning the underlying surface, spraying a tack-coat, repaving the roadway with 3 inches of Ty. C HMAC intermediate course at selected roadways, placing 2 inches minimum of Ty. D HMAC, applying new reflectorized pavement markings, and the work zone traffic control necessary to complete all phases of the project. Work shall also include the adjustment of water valve covers and manhole lids to the surface elevation and installing concrete collars. All work shall be completed according to the City of Midland Standard Specifications and Design & Construction Standards, unless otherwise noted. The streets to be paved are shown on the attached FY 2026 Mill & Fill Project map.

The Contractor shall commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 70 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

The project shall begin and end in the summer months: Between May 31st and August 10, 2026.

Testing—it is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing shall be borne solely by the Contractor. The cost of testing rework resulting from a failed test will also be borne by the Contractor. Contractor's cooperation will be required for material sampling by the City's material testing consultant.

Contractor shall share all testing results with the Project Manager (Rick Brown: rbrown@midlandtexas.gov).

Required Testing and Proof of Reporting Will Include:

BASE—all base surfaces shall be proof rolled in accordance with City of Midland standards with a City employee present at all times. All areas identified as failing during proof rolling shall be repaired in a method approved by the Project Manager. Examples of areas that may need repair: road base that has been compromised by either moisture or tree roots or any other areas that, in the opinion of the Project Manager, need to be removed and replaced.

Asphalt Hot-Mix—a Nuclear Gage Density Test will be required for every 250 linear feet of asphalt pass. The acceptable field density range for construction of this project shall be 93% - 98% with a target density of 96.5%. Test results shall be given to the Project Manager upon completion of each test.

Qualification of Material Sources—tack coat, material used for underseal, hot mix asphalt concrete, and any reinforced concrete material used for the project shall conform to The City of Midland's Standard Specifications, unless otherwise noted. In addition, producers of hot mix asphalt concrete are to have a proven record of acceptance by the Texas Department of Transportation.

OSHA requirements and all other applicable federal, state, or City of Midland safety requirements are to be followed and complied with at all times.

Any issues, conflicts, or discrepancies encountered in the field that conflict with the planned progress of the project are to be brought to the attention of the Project Manager prior to making any changes in the field.

The contractor is reminded that this project is located in an urban environment, trees and overhead utility lines are common. The Contractor shall provide the proper equipment to complete the work in the urban environment.

Notifications

Contractor shall provide and distribute notice to all impacted businesses, residents and property owners at least three (3) days prior to beginning work—including manhole and water valve adjustments. Any impacted schools or other essential service institutions (hospitals, police\fire-stations, etc.) shall be notified seven (7) days prior to the beginning of work—including manhole and water valve adjustments.

- Contractor shall directly contact and coordinate work schedule with specifically effected entities, such as schools, businesses, other essential service institutions.
- Contractor shall indicate dates for milling operations and then paving operations, if necessary include a map showing closed-off areas.
- Provide the name of the company and the phone number of a person of authority on site who represents the CONTRACTOR who can be reached at any time during the work.
- Warn of potential vehicle tow away and other construction issues affecting the neighborhood.
- Should work not occur on a specified day after the notices have been distributed, the contractor shall issue an updated notice.
- A copy of the notice shall be submitted to the Transportation Division prior to the beginning of the project for approval.
- If the City of Midland supplies the Contractor with notices, the Contractor shall distribute the City supplied notices instead of their own three (3) days prior to beginning work.

2. Specific

FY 2026 Mill & Fill Details

- Contractor shall coordinate the paving of with Michael Taylor (Michael.taylor@midlandisd.net) and San Jacinto Jr. High School Principal.

Paving Near Schools or Essential Service Institutions

Contractor shall make every effort to minimize disruption to activities and prioritize safety around schools and other essential service institutions. Whenever possible, schedule paving near schools during holidays or periods of minor activity.

- **Special Notification:** Notify the impacted school administration or institution at least seven (7) days before the start of work
- **Coordination:**
    - Coordinate with the institution to understand peak hours, bus schedules and routes, and any specific needs.
    - Schedule work during off-peak hours to minimize disruption, preferably during school breaks or weekends.
    - If work spans multiple days, coordinate with the institution to accommodate critical activities and stagger work as needed.
- **Emergency Access:** Ensure that clear access for emergency vehicles is maintained at all times.
- **Traffic Control:**
    - Employ trained flaggers to control traffic and ensure the safety of pedestrians and vehicles if work is conducted during school operational hours.
    - Set up clear, safe pathways for pedestrians and students crossing the work zone.
- **Environmental Measures:** Implement measures to control dust and noise, particularly during operational hours.
- **Heavy Equipment Restrictions:** Limit heavy equipment operations during drop-off and pick-up times.
- **Prompt response:** Address any concerns from the institution, nearby residents, or property owners promptly.

3. Construction Methods

Construction Schedule—it shall be the responsibility of the contractor to provide a project schedule to City staff prior to construction. The schedule should outline the anticipated start and end dates for each phase of the mill and fill project.

The phasing plan shall be submitted within 14 days after the notice of award and shall be approved by the City of Midland Traffic Division before the notice to proceed will be executed. The phasing plan shall meet the following requirements:

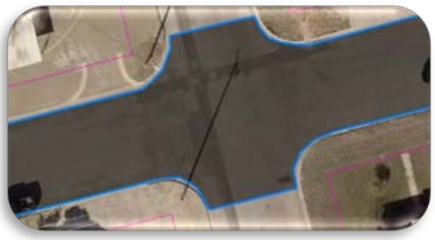
1. The proposed sequence of work shall be divided into distinct phases. The number and order of the phases shall be at the discretion of the Contractor;

2. Each phase must be planned in such a manner that all work contemplated for a particular phase will be completed within 21 calendar days. Completion of a phase shall include necessary milling, reshaping, compacting, base repair, applying tack coat, HMAC fill, backfill, fine grading and cleanup;

3. No phase shall be started until the previous phase is complete, unless approved by the City of Midland Project Manager.

4. Notification of intent to start a new phase must be requested by the Contractor and approved by the City of Midland Project Manager prior to beginning work.

Intersections—except where concrete valley gutters are in place (or unless otherwise specified), paving at all intersecting streets will be through the end of radius (ER).



City and TXDot/County Street Intersections—Contractor shall pave to the curb line of any intersecting state or county roads (unless otherwise specified).



Traffic Control—proper traffic control is the sole responsibility of the contractor and shall be in accordance with the TMUTCD. Care shall be used to create a safe work area, with minimal impact on the flow of traffic. Access to properties adjacent to the work zone shall be maintained at all times unless otherwise directed by City staff. A minimum of two travel lanes (one for each direction) shall remain open at all times on all arterial streets. If the milled area is opened to traffic, it will be the contractor's responsibility to provide and place temporary flexible-reflective road marker tabs designating lane lines.

The contractor shall place ramps, as directed by City staff, to provide for a smooth transition from existing pavement to the milled surface.

Residential streets and minor collectors may be closed when workers are present; however, access to properties adjacent to the work zone shall be maintained at all times. No more than two consecutive adjacent roadways shall be closed during the Mill and Fill Project. Streets receiving Mill and Fill shall be opened to local traffic when workers are not present.

For the entire Mill/Fill project, the maximum length under construction at any time shall not exceed one mile, or the distance between two arterials.

A traffic control plan for each phase of the mill and Fill project shall be submitted to the City of Midland's Traffic Division 48 hours prior to the beginning of construction.

If the contractor elects to remove the cast iron features at water valves and sewer manholes prior to the removal of pavement, two-way traffic shall be maintained, and all holes shall be filled with material suitable for vehicular traffic. The adjustment of water valve covers and manhole lids to match the new pavement will require a traffic control plan separate from the plan submitted for the Mill and Fill phase. Construction cannot begin without a traffic control plan approved by the City of Midland's Traffic Division.

Stop equipment for traffic when crossing any traffic lanes. Lane closures in accordance with TMUTCD shall be used at arterial roadways adjacent to streets receiving Mill and Fill when needed.

Place orange fencing around sidewalk, wheelchair ramps, and other pedestrian areas that pose a hazard to pedestrian traffic.

Existing Infrastructure—all existing manholes and valves shall be adjusted to finished roadway elevation, matching the finished cross-slope including concrete collars as per standard city specifications.

It shall be the responsibility of the contractor to protect cast iron features, not planned for replacement, from damage which may occur during construction. The contractor shall replace or repair, as directed by the Project Manager, any structures damaged during the life of the contract. No payment will be made for repair or replacement of damaged items.

Two-way traffic shall be maintained while adjustments are being made to cast iron features. All holes resulting from the initial lowering of manholes and valves shall be filled with material suitable for vehicular traffic. **The adjustment of water valve covers and manhole lids to match the new pavement will require a traffic control plan separate from the plan submitted for the Mill and Fill phase.**

Replacement of cast iron ring & cover and valve boxes shall be accomplished by removing all necessary concrete/asphalt and salvaging the existing R&C or valve box (prior to the milling operation). Upon completion of the removal, the affected areas shall be plated and prepared for asphalt placement. Once the asphalt surface course has been completed, the asphalt shall be saw cut and the R&C or valve box adjusted to the appropriate grade and constructed in accordance with the following standard: Concrete around manholes shall be at least 4'x4' in a diamond shape (a square turned 45 degrees to the flow of traffic). Concrete around valve boxes shall be at least 2'x2'.

NOTE—Manhole/Valve Concrete: Concrete used for manholes and valves shall be in accordance with TxDOT standard specifications for Item 421 "Hydraulic Cement Concrete." Concrete used shall be TxDOT Class K with 3 pounds of TxDOT fiber per cubic yard. Valves and Manholes adjusted with this concrete can be opened to traffic after a 24-hour cure time.

Milling and Cleaning of Existing Pavement—mill designated area to a depth of 2" – 5" using a self-propelled asphalt planer. Care should be taken to ensure that the specified depth and cross-slope is maintained. Perform milling operation, including removal of the milled material, in a manner that prevents dust and other particulate matter from escaping into the air. **5" millings** will become the property of the Contractor and hauled away. Removal of pavement millings shall be the responsibility of the Contractor. This work shall be incidental to the work. **2-3" millings** shall become the property of the City of Midland unless otherwise directed.

- The Contractor shall load, haul, and deliver millings to the City's stockpile location located at 1924 E. Cuthbert Ave.
- The Contractor shall provide a wheel loader onsite at the stockpile location to push, place, and manage the material into orderly piles.
- In cases where the City elects not to retain the millings, the Contractor shall haul off and dispose of all millings at an approved disposal site at the Contractor's expense.
- No separate payment will be made for hauling the millings or furnishing the wheel loader or disposal of the millings. All costs for this work shall be subsidiary to the milling pay item.

Ensure that the milled area is free from gouges, continuous grooves, ridges, and delaminated areas and has a uniform texture. Correct deviations greater than ¼ inch in 16 ft. measured longitudinally or greater than ¼ inch over the entire width of the cross-section. Correct by loosening, adding, or removing material and recompact, as necessary. If pavement below the specified milling level becomes dislodged or delaminated, remove and replace. When the underlying rock base is exposed after milling, the surface shall be finished to a smooth surface by blading, watering, and compacting. All milled surfaces shall be proof – rolled in accordance with standard city specifications prior to the application of a tack coat. All areas identified as failing during proof – rolling shall be repaired prior to paving.

Except where concrete valley gutters exist, saw cut at the limits of paving at intersections and at other limits requiring a neat edge between new and existing pavement. Blade and/or clean with mechanical sweeper the milled area before opening to traffic or before the subsequent tack coat and resurfacing.

When the milled surface is opened to traffic a "wedge" of material shall be placed longitudinally between lanes, at intersections, and at driveways. The "wedge" shall be removed and properly disposed of prior to paving operations. Material will be approved by the Project Manager. This work will not be

paid for directly but is subsidiary to various bid items. At transverse edges of milled areas, provide a smooth transition from the milled surface to the existing pavement.

Tack Coat—a trackless tack coat conforming to TxDOT Item 300 and meeting the requirements for Tracking Resistant Asphalt Interlayer (TRAIL) products on the TxDOT MPL shall be applied at a uniform rate of 0.05 gallons per square yard. Tack coat shall be required between all pavement layers and at all longitudinal and transverse joints. Application, curing, and sampling shall be in full compliance with TxDOT Standard Specifications.

- Surface shall be clean of dust, dirt, moisture, or other objectionable material before application.
- Application Rate: Apply trackless tack coat uniformly at residual asphalt rate of 0.05 gal./sy.
- Coverage: Apply to all pavement layers, including base, binder, and surface courses, and at all longitudinal and transverse joints.
- Curing: Allow the tack coat to break and cure completely before placing asphalt mixtures.
- Protection: Prevent overspray or splatter onto curbs, gutters, driveways, and adjacent structures.

Prime Coat—prime coat shall be placed as per standard city specifications on top of all prepared base course surfaces. Prime coat shall be measured by the gallon **before** dilution. Water will not be included in the measurement for payment.

Paving with Hot Mix Asphaltic Concrete—For all roads to receive 5" of asphalt: install a 3-inch Ty. C hot mix asphaltic concrete intermediate course at selected roadways according to the City of Midland's Standard Specifications and Desigen and Construction Standards, unless otherwise noted.

For all roads (top course for 5" paving): install a 2-inch minimum Ty. D hot mix asphaltic concrete surface course according to the City of Midland's Standard Specifications and Design and Construction Standards, unless otherwise noted.

Before paving, the existing surface shall be sawcut 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 underlying surface. 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.

At crowned roadway sections, the proposed pavement elevation shall be flush with the existing curb to allow for positive drainage to the curb flowline. At inverted roadway sections, the proposed pavement elevation shall also be flush with the existing curb to allow for positive drainage.

After paving, the contractor shall place temporary flexible-reflective road marker tabs designating lane lines.

Joints—all longitudinal pavement joints shall be offset from any traffic wheel paths. Transverse pavement joints shall only be permitted at intersections.

Contractor shall seal all concrete and pavement joints with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 seal and, an American Society for Testing and Materials (ASTM) D 1190 hot-applied single component joint sealant, or a City of Midland approved equal. This does not include pedestrian access ramps or sidewalks.

If applicable, Contractor shall use and place approved expansion joint material between the existing curb and any proposed new curb.

Reflectorized Pavement Markings—if required to remove existing pavement markings and markers, Contractor is to repair excessive damage to the pavement with an approved material at the Contactor's expense. When required, removed pavement markers will be disposed of properly. The Contractor shall be responsible for the maintenance of temporary marker tabs while applied. The Contractor shall also be responsible for the removal and proper disposal of temporary marker tabs from the project in coordination with the placement of new permanent markings.

Non-removable work zone pavement markings will be paint in accordance with Item 666, Type II, or other approved materials of the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition.

Apply thermoplastic Type I reflectorized pavement markings for long-line markings in accordance with Item 666 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition. Short-line and symbol markings shall be thermoplastic in accordance with item 666, Type I, or Item 668 of the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition.

If striping is included in the project, thermoplastic pavement markings shall be placed no sooner than 30 days, and no later than 90 days, after hot mix asphaltic concrete is installed. The contractor shall replace temporary road marker tabs as necessary throughout the project until permanent pavement markings are installed, and shall remove all tabs with installation of permanent markings.

The placement and maintenance of temporary pavement makings shall be incidental to other items in this project. No payment shall be made for the placement of temporary pavement markings.

Final Cleanup—Contractor shall 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, and the removal of construction material and debris.

After construction, restore adjacent surfaces to a condition approved by the Project Manager. This work is subsidiary to mobilization.

3. Additional Notes

The intent of the Mill and Fill Project at all adjacent street and intersections includes surface improvements and drainage improvements. The contractor shall ensure positive surface drainage in the mill and fill areas with special attention to surface drainage within all intersections. At the intersections, do not simply repeat the longitudinal slope.

Contractor should provide and place erosion control protection at gutter locations at the limits of the work zone, including applicable intersections adjacent to the work zone. Erosion control protection shall also be placed at storm drain inlets in the work zone. All BMPs shall be installed in accordance with industry standards and regulations.

If concrete is used as a part of this contract, the Contractor shall have an approved concrete washout location within the work zone.

4. Pay Item Notes

1. Shall include all necessary equipment, labor, and materials to provide jobsite safety, erosion protection, and construction signing / traffic control in accordance with TMUTCD standards. Unit payment shall be lump sum.

2. Shall include the necessary equipment, labor, and materials to remove areas as noted by the City Representative. All areas noted for removal shall be excavated prior to the milling operation. Additional areas may be noted by the City representative after the milling operation. All excavation shall be a nominal depth of 10" (HMAC + Base Rock). Unit payment shall be by square yards excavated.

3. Shall include the equipment, labor, and materials to mill the existing pavement. Nominal milling depth of 2" - 3". Unit payment shall be by the square yards milled.

    - Street width may vary ± in the field. Payment for this item will be based upon the standard street width provided in these bid documents.
    - Exceptions: variations at intersections, turn lanes, bulbs, cul-de-sacs, etc.

4. Shall include the equipment, labor, and materials to mill the existing pavement. Nominal milling depth of 5". Unit payment shall by the square yards milled.
    - Street width may vary ± in the field. Payment for this item will be based upon the standard street width provided in these bid documents.
    - Exceptions: variations at intersections, turn lanes, bulbs, cul-de-sacs, etc.

5. Shall include the necessary equipment, labor, and material to apply the prime coat as directed by the City representative. Application rate not to exceed 0.20 gal/sy. Prime coat will be measured by the gallon before dilution. Water used in the dilution of the emulsified asphalt will not be measured for payment.

6. Shall include the equipment, labor, and materials to clean and prepare the surface; furnishing, hauling and applying the trackless tack coat; equipment, labor, tools, and incidentals necessary to complete the work. Application rate not to exceed 0.05 gal/sy to all pavement layers, including base, binder, and surface courses, and at all longitudinal and transverse joints. Trackless tack coat will be measured by the gallon applied, at the applied temperature.

7. Shall include the equipment, labor, and materials to install the 3-inch asphalt intermediate course, TY C Asphalt, on streets that have been **milled 5"**. Unit payment shall be tons and shall not exceed 10% of the calculated yield without approval of the Project Manager.

8. Shall include the necessary equipment, labor, and material to install the 2-inch asphalt surface course, TY D Asphalt, on streets that have been **milled 5"**. Unit payment shall be tons and shall not exceed 10% of the calculated yield without approval of the Project Manager.

9. Shall include the necessary equipment, labor, and material to install the 2-inch asphalt surface course, TY D Asphalt, on streets that have been **milled 2-3"**. Unit payment shall be tons and shall not exceed 10% of the calculated yield without approval of the Project Manager.

10. Shall include the necessary equipment, labor, and materials to remove and replace areas noted by the City representative with base rock. Examples of areas that may need repair are road base that has been compromised by either moisture or tree roots or any other areas that, in the opinion of the Project Manager, need to be removed and replaced. In areas of full-depth removal, prime will be required. AE-P and CSS-1H are both acceptable. Unit payment shall be square yards.

11. Shall include the necessary equipment, labor, and material to saw cut asphalt to full depth for removal and replacement in pay items 2 & 9. Unit payment shall be linear foot. All other saw cuts are subsidiary to items # 6-8.

12-13. Shall include the necessary equipment, labor, and material to provide traffic control, remove, salvage, and install new or existing cast iron features (cast iron ring & cover and valve box) including concrete collars (Concrete: TxDOT Class K with 3 lbs. of TxDOT fiber per CY). All features visible from the surface or noted by City representative shall be removed and prepared for replacement.

The City, at its discretion, may provide new manhole rings and lids and/or valve boxes at certain locations that it deems necessary. Contractor shall reinstall original feature or City provided feature.

All franchise utility features shall be replaced using the removed material unless new material is provided by the utility.

Payment for Item 12 shall be for each manhole adjusted to finished street grade.

Payment for Item 13 shall be for each valve box adjusted to finished street grade.

BID SCHEDULE

FY2026-Mill & Fill Project

The various items in the Bid Schedule shall be paid at the unit price bid. Bidder agrees to perform all work described in the Contract Documents for the following unit prices:

These unit prices or lump sums shall be full compensation for furnishing all materials, equipment, labor, tools, power, and transportation necessary to complete the construction of the various items of the project.

The estimated quantities shown in this Bid Schedule are approximate and are to be used only as a basis for estimating the probable cost of the work to be accomplished. The materials furnished may differ somewhat from these estimates. In addition, the City of Midland reserves the right to increase, reduce, or delete any item(s) in the bid schedule as deemed to be in the best interest of the City. Payment shall be based on the unit price for the actual amount of such work completed and/or the material furnished. A summary of the roadway sections considered for the FY2026 Mill and Fill Project is below:

BASE BID FY2026 Mill & Fill Project

ITEM	DESCRIPTION	UNIT	QTY	UNIT	TOTAL
1	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	LS	1	$54,000.00	$54,000.00
2	Unclassified Excavation	SY	325	$8.75	$2,843.75
3	Cold Milling Pavement (Nominal 2" - 3")	SY	108,450	$3.00	$325,350.00
4	Cold Milling Pavement (Nominal 5")	SY	0	No Bid	No Bid
5	Prime Coat	GAL	21,690	$4.30	93,267.00
6.	Trackless Tack Coat	GAL	5,423	$2.45	$13,286.35
7	3" Ty. C Asphalt Paving Intermediate Course (City Mix Design) – **5" Paving only**	TON	0	No Bid	No Bid
8	2" Minimum Ty. D Asphalt Paving Surface Course (City Mix Design) – **5" Paving only**	TON	0	No Bid	No Bid
9	2" Minimum Ty. D Asphalt Paving Surface Course (City Mix Design) – **2" Paving**	TON	17,894	$109.00	$1,950,446.00
10	6" Rock Base Repair (City Base)	SY	325	$10.00	$3,250.00
11	Full Depth Sawcut (Asphalt)	LF	3,254	$2.25	$7,321.50
12	Adjust Manhole	EA	25	$1,575.00	$39,375.00
13	Adjust Water Valve Box	EA	115	$525.00	$60,375.00

TOTAL BASE BID: $2,549,514.60

Additive Alternate 5" Mill & Fill: Westlake Rd

ITEM	DESCRIPTION	UNIT	QTY	UNIT	TOTAL
1	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	LS	1	$8,200.00	$8,200.00
2	Unclassified Excavation	SY	15	$40.00	$600.00
3	Cold Milling Pavement (Nominal 2" - 3")	SY	0	No Bid	No Bid
4	Cold Milling Pavement (Nominal 5")	SY	4,400	$7.70	$33,880.00
5	Prime Coat	GAL	740	$4.30	$3,182.00
6.	Trackless Tack Coat	GAL	185	$3.40	$629.00
7	3" Ty. C Asphalt Paving Intermediate Course (City Mix Design) – **5" Paving only**	TON	726	$109.00	$79,134.00
8	2" Minimum Ty. D Asphalt Paving Surface Course (City Mix Design) – **5" Paving only**	TON	484	$109.00	$52,756.00
9	2" Minimum Ty. D Asphalt Paving Surface Course (City Mix Design) – **2" Paving**	TON	0	No Bid	No Bid
10	6" Rock Base Repair (City Base)	SY	15	$4.70	$70.50
11	Full Depth Sawcut (Asphalt)	LF	111	$1.65	$183.15
12	Adjust Manhole	EA	0	No Bid	No Bid
13	Adjust Water Valve Box	EA	0	No Bid	No Bid

TOTAL ADDITIVE ALTERNATE BID: $178,634.65

SUBMITTED:

Jones Bros. Dirt & Paving Contractors, Inc.
CONTRACTOR

MIDLAND
Purchasing Division

INSTRUCTIONS TO BIDDERS

1. **VENDOR CONTACT:**

All potential vendors shall direct ALL questions, areas for bid clarification and specification verification to the Purchasing Agent IN WRITING, via mail or fax, or via the E-Procurement System as follows:

The City of Midland
Office of the Purchasing Agent OR FAX: (432) 685-0523
P.O. Box 1152 E-Mail: purchasing@midlandtexas.gov
Midland, TX 79702 https://midlandtexas.bonfirehub.com

All vendors on the bid list will then be notified of the questions and presented an answer. Verbal responses shall not be considered binding.

2. **AWARD**

If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code.

3. **BID WAIVERS:**

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

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

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

B. BIDDER'S WAIVER:

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

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

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

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

4. **AWARD OF THE CONTRACT.**

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

C. 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 his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this 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 the Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Company relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Company that Company's notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code.

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

The bidder agrees that this is the intentional relinquishment of the above listed rights.

By Signing below, your company agrees to the above waiver(s). If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

Jones Bros. Dirt & Paving Contractors, Inc.
Company Name

November 13, 2025
Date


Bidder Authorized Signature

432-332-0721
Phone Number

Rex Chitty
Please Print Name

FY2026 Mill & Fill - Add Alt

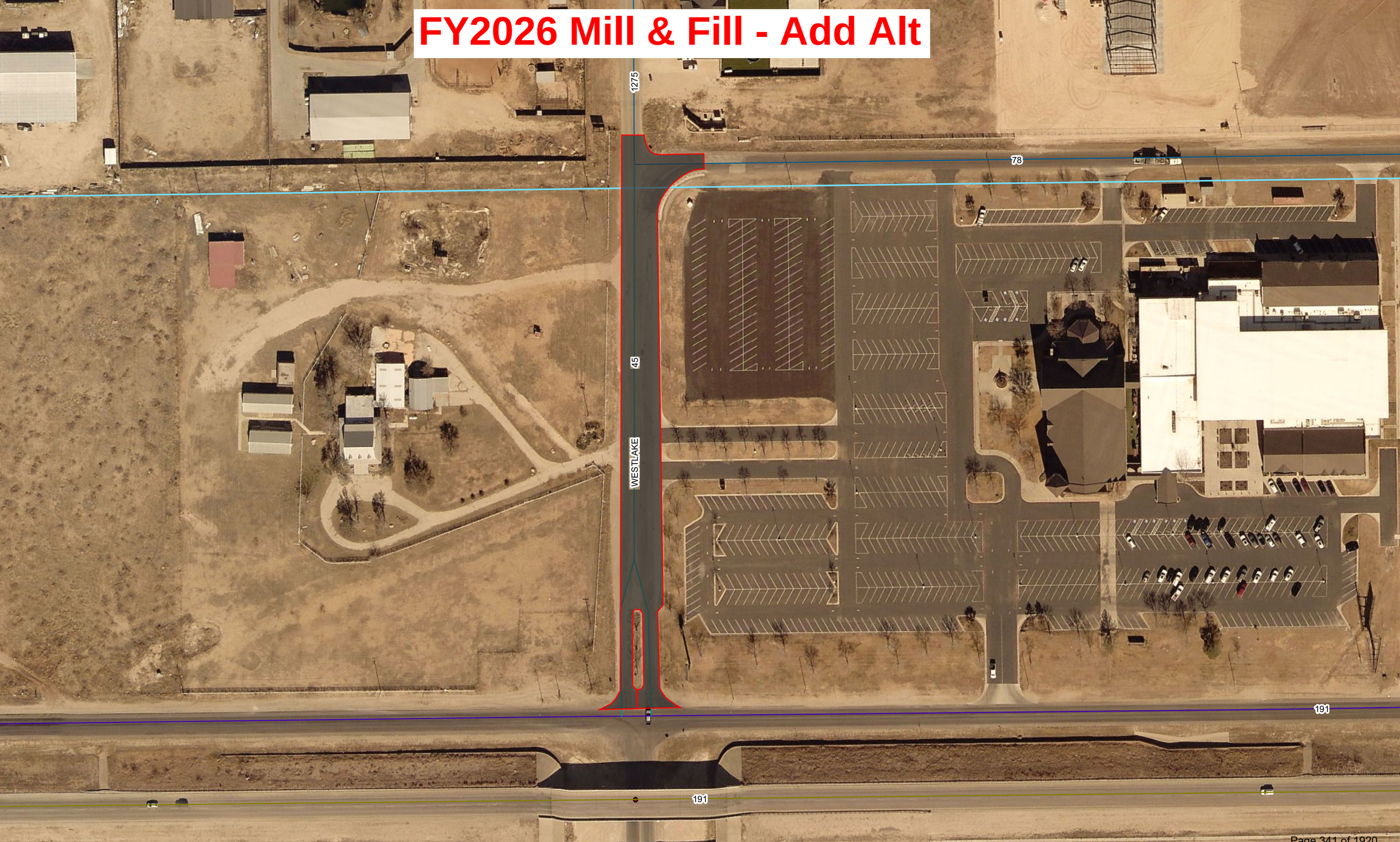


EXHIBIT C

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 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 §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT Jones Bros. Dirt & Paving Contractors, Inc.

(hereinafter called the Principal), as Principal, and National Fire Insurance Company of Hartford

(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 total amount bid (5%) 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 FY 26 Mill and Fill Project.

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 13th day of November, 20 25.

Jones Bros. Dirt & Paving Contractors, Inc.
Principal

By _____

Address 1401 S. Grandview
Odessa Texas 79761

National Fire Insurance Company of Hartford
Surety

By Teresa Ayala
Teresa Ayala Atty-in-Fact

Address 2900 Marquita Dr
Fort Worth, TX 76116

APPROVED AS TO FORM:

_____
City Attorney

NOTE: ATTACH POWER OF ATTORNEY

FORM\BIDBOND.FRM

REVISED: March 30, 2011

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

Linda K Edwards, Steven B Siddons, Shirong Chen, Lorrie E Scott, Teresa Ayala, Individually

of Fort Worth, 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 Vice President and their corporate seals to be hereto affixed on this 15th day of July, 2022.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of July, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a 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 he 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 he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR
NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires June 23, 2027

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, 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 13th day of November, 2025.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

EXHIBIT D - Heavy & Highway Wage Rate Rev 01/05/2024

"General Decision Number: TX20240002 01/05/2024

Superseded General Decision Number: TX20230002

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

|_____|_____|

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82 **	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	

```
     Front End Loader, 3CY or
     less.....................$ 12.28 **
     Loader/Backhoe...........$ 14.18 **
     Mechanic.................$ 20.14
     Milling Machine..........$ 15.54 **
     Motor Grader,  Rough.....$ 16.15 **
     Motor Grader, Fine.......$ 17.49
     Pavement Marking Machine....$ 16.42 **
     Reclaimer/Pulverizer.....$ 12.85 **
     Roller, Asphalt..........$ 10.95 **
     Roller, Other............$ 10.36 **
     Scraper..................$ 10.61 **
     Spreader Box.............$ 12.60 **

Servicer.....................$ 13.98 **

Steel Worker (Reinforcing).....$ 13.50 **

TRUCK DRIVER
     Lowboy-Float.............$ 14.46 **
     Single Axle..............$ 12.74 **
     Single or Tandem Axle Dump..$ 11.33 **
     Tandem Axle Tractor with
     Semi.....................$ 12.49 **
----------------------------------------------------------------

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

================================================================

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($17.20) or 13658
($12.90).  Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
```

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

==========

END OF GENERAL DECISION"

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Jones Bros. Dirt & Paving Contractors, 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.**

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 _____

Signature of vendor doing business with the governmental entity

November 13, 2025

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CITY OF MIDLAND

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: Jones Bros. Dirt & Paving Contractors, Inc.

Local Address (must be within the City limits): 1401 S. Grandview Ave Odessa, Texas 79761

1. Is the above address the principal place of business for the business named above? ☑ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? Approx 200
3. Year your business was established in the City of Midland: _____
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:
   Reseller Permit Number: 75-1822146
   Company Name and Address (as it appears on permit):
   Jones Bros. Dirt & Paving Contractors, Inc.
   1401 S. Grandview Ave
   Odessa, Texas 79761
5. Does your business have more than one office in the State of Texas? ☐ Yes ☑ No
   If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:
6. Was the local business required to pay business and/or real property tax for the most recent tax year?
   ☑ Yes ☐ No
   If Yes, did the local business pay any of this tax to the City of Midland? ☐ Yes ☑ No

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

Authorized Signature: _____ Date: November 13, 2025

Printed Name and Title: Rex Chitty, General Manager

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

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

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

“Seller”, as used herein, has the same meaning as “Company”. “Buyer”, as used herein, has the same meaning as “City”.

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

The following provisions apply unless the agreement is for the supply of goods only:

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

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

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this agreement.

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

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

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

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

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

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

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

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

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

CITY OF MIDLAND

ADDENDUM

BID # 26000784

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: October 27, 2025

The following questions were raised by one or more of the proposers. The answers are provided as a matter of clarification for all proposers as follows:

Q1. Both the Excel and PDF Bid Forms have several bid items that have zero quantities. Is the City's intent for bidders to just "No Bid" those items?

A1. Yes, Contractors should "No Bid" Items with 0 quantities.

Q2. The bid date is 11-5-2025, which is the same day as the TXDOT Highway letting (5th & 6th). Will the City consider delaying the bid date one week to alleviate the conflict and allow contractors more time to prepare responsible bids?

A2. Yes, The Bid opening has been extended to *November 13, 2025 @ 2:00pm.*

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Jones Bros. Dirt & Paving Contractors, Inc.
Company Name

Bidder Authorized Signature

November 13, 2025
Date

Rex Chitty
Please Print Above Name

432-332-0721
Phone

Bid Opening: November 13, 2025

26000784 FY 2026 Mill & Fill Project- Base Bid

				Jones Bros. Dirt &		RK Hall, LLC		Reece Albert, Inc.		Dannys Asphalt Paving	
			Total Cost	$2,549,514.60		$3,025,907.72		$3,560,768.05		$4,292,198.12	
#	Items	Unit	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Mobilization, Job Site Safety, Erosion, Protection, and Traffic Control	LS	1	$54,000.00	$54,000.00	$288,103.55	$288,103.55	$149,500.00	$149,500.00	353,847.03	$353,847.03
#0-2	Unclassified Excavation	SY	325	$8.75	$2,843.75	$26	$8,450.00	$14.00	$4,550.00	56.33	$18,307.25
#0-3	Cold Milling Pavement (Nominal 2"-3")	SY	108450	$3	$325,350.00	$3.50	$379,575.00	$3.26	$353,547.00	3.25	$352,462.50
#0-4	Cold Milling Pavement (Nominal 5")	SY	0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-5	Prime Coat	GAL	21690	$4.30	$93,267.00	$5	$108,450.00	$6.95	$150,745.50	5.90	$127,971.00
#0-6	Trackless Tack Coat	GAL	5423	$2.45	$13,286.35	$3.15	$17,082.45	$6.55	$35,520.65	6.55	$35,520.65
#0-7	3" Ty.C Asphalt Paving Intermediate Course (City Mix Design)- 5" Paving only	TON	0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$0.00
#0-8	2" Minimum Ty. D Asphalt Paving Surface Course (City Mix Design) – 5" Paving only	TON	0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$0.00
#0-9	2" Minimum Ty. D Asphalt Paving Surface Course (City Mix Design) – 2" Paving	TON	17894	$109	$1,950,446.00	$119.58	$2,139,764.52	$149	$2,666,206.00	$153.27	$2,742,613.38
#0-10	6" Rock Base Repair (City Base)	SY	325	$10	$3,250.00	$75	$24,375.00	$70	$22,750.00	$56.33	$18,307.25
#0-11	Full Depth Sawcut (Asphalt)	LF	3254	$2.25	$7,321.50	$1.80	$5,857.20	$2.85	$9,273.90	$0.39	$1,269.06
#0-12	Adjust Manhole	EA	25	$1,575.00	$39,375.00	$1,250.00	$31,250.00	$2,515.00	$62,875.00	$4,585.00	$114,625.00
#0-13	Adjust Water Valve Box	EA	115	$525	$60,375.00	$200	$23,000.00	$920	$105,800.00	$4,585.00	$527,275.00

Bid Summary

327 Bid issued
34 Document Takers
4 Bids are listed above
1 No Bids were received
322 Bidders did not respond

City Council Meeting

Item Number: 11.
Meeting Date: December 16, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AWARDING A CONTRACT TO BOLER EQUIPMENT SERVICE, INC., FOR THE U25-08 WATER REHAB PROGRAM 02 PROJECT FOR THE UTILITIES DEPARTMENT AT A TOTAL COST OF $2,000,000.00; TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for U25-08 Water Rehab Program 02 Project to Boler Equipment Service, Inc., of Midland, Texas, for a not to exceed amount of $2,000,000.00 for the Utilities Department.

Recommended Action:
Approve

Fiscal Impact:
$2,000,000 is available in the Water and Sewer Fund Operating Budget and will be transferred to a project in the Water & Sewer Capital Projects Fund.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
The City Manager approved plans and specifications and authorized advertisement for bids for the Water Rehab Program 02 Project for the Utilities Department. The bid request was sent to four hundred eighty-five (485) companies, fourty-six (46) viewed the bid request. We received three (3) bids. Staff recommends awarding a contract to Boler Equipment Service, Inc., for a not to exceed amount of $2,000.000.00. Please see the attached memo from Joshua Ferguson, City Engineer, for more information.

Therefore, please consider a resolution awarding a contract for the Water Rehab Program 02 Project for the Utilities Department to Boler Equipment Service, Inc., of Midland, Texas for a not to exceed amount of $2,000,000.00.

Attachments:
A. memo - 2025.11.25 U25-08 WRP-02 - Recommend Award
B. RESOLUTION W/EXH - Award Contract - U25-08 Water Rehab Program 02 Project
C. 2025.11.25 U25-08 WRP 02-Bid Tab Exh to Reso

D. 2025.11.25 U25-08 WRP 02 Projet Manual - (Combined)

Erika Munoz, General Services	Created/Initiated - 12/4/2025
Regina Stephenson, General Services	Approved - 12/4/2025
Christy Weakland, Finance	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/8/2025
Jose Ortiz, City Manager	Approved - 12/8/2025
Morris Williams, City Manager	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Joshua C. Ferguson, P.E.; City of Midland, City Engineer

SUBJECT: Water Rehab Program 02 ♦ Engr. Project No. U25-08 ♦ Bid Tabulation ♦ RFB 26001315

DATE: November 25, 2025

Erika,

Engineer staff has reviewed the bid tabulation for the Water Rehab Program 02. Boler Equipment Service, Inc. of Midland, Texas, is the apparent successful low bidder. Staff recommends awarding the Water Rehab Program 02 to Boler Equipment Service, Inc.

Boler Equipment Service, Inc. has an established history in the City of Midland and has performed to the City's satisfaction throughout the course of utility improvement projects. Furthermore, the unit prices appear to be in line with current pricing trends.

The agreement specifies awarding an amount not to exceed $2,000,000.00 with a construction period beginning within 15 calendar days of a written notice to proceed for construction and an initial construction deadline of September 30, 2026 with an option of renewing the program for no more than two (2) additional one (1) year terms after the initial construction deadline for an amount not to exceed $2,000,000.00 per term.

Joshua C. Ferguson, P.E.
Assistant City Engineer

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO BOLER EQUIPMENT SERVICE, INC., FOR THE U25-08 WATER REHAB PROGRAM 02 PROJECT FOR THE UTILITIES DEPARTMENT AT A TOTAL COST OF $2,000,000.00; TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved plans and specifications and authorized advertisement for bids for the U25-08 Water Rehab Program 02 Project; and

WHEREAS, bids were opened on November 22, 2025, with the lowest responsible bid being submitted by Boler Equipment Service, Inc., for the amount of $2,000,000.00 as shown on the bid tabulation attached hereto as Exhibit "A", which is incorporate herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Boler Equipment Service, Inc., for the U25-08 Water Rehab Program 02 Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Boler Equipment Service, Inc., for the U25-08 Water Rehab Program 02 Project;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the amount of $2,000,000.00 with Boler Equipment Service, Inc., for the U25-08 Water Rehab Program 02 Project. Said contract to be kept on file in the office of the City Secretary and referenced by the date and number of this Resolution.

SECTION TWO. That funding shall be available in the Water & Sewer Fund Operating Budget and will be transferred to a project in the Water & Sewer Capital Projects Fund.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Boler Equipment Service, Inc., in accordance with the provisions of the above-

referenced contract from funds available in the project established by the City of Midland Finance Department upon receipt of proper invoices or statements approved by the 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., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

Bid Opening: November 22, 2025 26001315 U25-08 WRP 02 Project Manual														
					Boler Equipment Service, Inc.			Entrench, Inc			Natera Excavation		
				Total Cos	$3,437,413.00			$3,811,200.00			$3,803,820.00		
#	Items	Quantity Required	Unit	Pay Note	Unit Price	Percentage	Total Cost	Unit Price	Percent	Total Cost	Unit Price	Percentage	Total Cost
1													
#1-1	20" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	80	LF	M1	$257	0	$20,560.00	$265	0	$21,200.00	$274.00	0	$21,920.00
#1-2	16" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	80	LF	M1	$177	0	$14,160.00	$195	0	$15,600.00	$140.00	0	$11,200.00
#1-3	12" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	40	LF	M1	$160	0	$6,400.00	$180	0	$7,200.00	$110.00	0	$4,400.00
#1-4	16" PVC,Pipe Casing,SDR 26 ASTM D2241, furnished, installed, complete and in place.	40	LF	M1	$145	0	$5,800.00	$110	0	$4,400.00	$124.00	0	$4,960.00
#1-5	12" PVC,Pipe Casing,SDR 26 ASTM D2241, furnished, installed, complete and in place.	20	LF	M1	$116	0	$2,320.00	$90	0	$1,800.00	$74.00	0	$1,480.00
#1-6	Cement Stabilized Sand Bedding (2.5-Sack) Encasement, furnished, installed, complete and in place.	20	LF	M2	$50	0	$1,000.00	$145	0	$2,900.00	$75.00	0	$1,500.00
#1-7	Erosion/Sediment Control, furnished, installed, complete and in place.	40	EA	M3	$800	0	$32,000.00	$900	0	$36,000.00	$950.00	0	$38,000.00
#1-8	Traffic Control for Collector/ Local Road Conditions, furnished, installed, complete and in place.	15	EA	M4	$4,200.00	0	$63,000.00	$2,500.00	0	$37,500.00	$1,500.00	0	$22,500.00
#1-9	Traffic Control for Alley/Easement Conditions, furnished, installed, complete and in place.	25	EA	M5	$1,000.00	0	$25,000.00	$2,000.00	0	$50,000.00	$1,350.00	0	$33,750.00
#1-10	Job Site Safety, furnished, installed, complete and in place.	40	EA	M6	$800	0	$32,000.00	$1,500.00	0	$60,000.00	$1,400.00	0	$56,000.00
#1-11	Additional Labor, Downtown Area, Water Improvements, furnished, installed, complete and in place.	300	LF	M7	$40	0	$12,000.00	$40	0	$12,000.00	$7.00	0	$2,100.00
#1-12	Additional Labor, Downtown Area, Wastewater Improvements, furnished, installed, complete and in place.	300	LF	M8	$40	0	$12,000.00	$60	0	$18,000.00	$9.00	0	$2,700.00
#1-13	Material Mark-up, complete and in place.	0	%	M9	$0	20	$0		$0	20		15	$0.00
#1-14	Labor Mark-up (Regular Work Hours), complete and in place.	0	%	M10	$0	20	$0		$0	20		15	$0.00
#1-15	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place.	0	%	M11	$0	20	$0		$0	20		15	$0.00
2	**Total Miscellaneous Items -1-15**						**$226,240.00**			**$266,660.00**			**$200,510.00**
#2-1	Removal & Disposal of Existing Utility Mains, complete and in place.	1650	LF	D1	$17	0	$28,050.00	$15	0	$24,750.00	$9.00	0	$14,850.00
#2-2	Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place.	150	CY	D2	$135	0	$20,250.00	$145	0	$21,750.00	$220.00	0	$33,000.00
#2-3	Removal & Disposal of Existing Manhole, (0'-5' Deep), complete and in place.	1	EA	D3	$2,000.00	0	$2,000.00	$6,500.00	0	$6,500.00	$5,900.00	0	$5,900.00
#2-4	Remove & Disposal of Existing Manhole Additional Depth, (> 5' Deep), complete and in place.	7	VF	D4	$150	0	$1,050.00	$1,000.00	0	$7,000.00	$750.00	0	$5,250.00
3	**Total Demolition Items 1-4**						**$51,350.00**			**$60,000.00**			**$59,000.00**

Exhibit "A"

#3-1	16” Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$190.00	0	$11,400.00	$185	0	$11,100.00	$185.00	0	$11,100.00
#3-2	12” Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$156.00	0	$9,360.00	$145	0	$8,700.00	$130.00	0	$7,800.00
#3-3	10” Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$108.00	0	$6,480.00	$115	0	$6,900.00	$100.00	0	$6,000.00
#3-4	8” Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$108.00	0	$6,480.00	$95	0	$5,700.00	$92.00	0	$5,520.00
#3-5	6” Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$97.00	0	$5,820.00	$75	0	$4,500.00	$70.00	0	$4,200.00
#3-6	16” AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	200	LF	W1	$147.00	0	$29,400.00	$180	0	$36,000.00	$130.00	0	$26,000.00
#3-7	12” AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	1,500	LF	W1	$128.00	0	$192,000.00	$145	0	$217,500.00	$100.00	0	$150,000.00
#3-8	10” AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	10	LF	W1	$130.00	0	$1,300.00	$125	0	$1,250.00	$80.00	0	$800.00
#3-9	8” AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	1,500	LF	W1	$101.00	0	$151,500.00	$90	0	$135,000.00	$65.00	0	$97,500.00
#3-10	6” AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	3,000	LF	W1	$87.00	0	$261,000.00	$85	0	$255,000.00	$60.00	0	$180,000.00
#3-11	16” Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$6,519.00	0	$32,595.00	$8,500.00	0	$42,500.00	$4,950.00	0	$24,750.00
#3-12	12” Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$5,231.00	0	$26,155.00	$6,500.00	0	$32,500.00	$3,260.00	0	$16,300.00
#3-13	10” Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$3,992.00	0	$19,960.00	$5,200.00	0	$26,000.00	$2,550.00	0	$12,750.00
#3-14	8” Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$3,296.00	0	$16,480.00	$4,500.00	0	$22,500.00	$3,050.00	0	$15,250.00
#3-15	6” Tapping Sleeve furnished, installed, complete and in place.	5	EA	W3	$2,828.00	0	$14,140.00	$3,750.00	0	$18,750.00	$2,250.00	0	$11,250.00
#3-16	16” Gate Valve & Vault (MJxMJ/FL), furnished, installed, complete and in place.	5	EA	W3	$25,320.00	0	$126,600.00	$52,000.00	0	$260,000.00	$22,760.00	0	$113,800.00
#3-17	12” Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	10	EA	W4	$6,735.00	0	$67,350.00	$7,250.00	0	$72,500.00	$10,560.00	0	$105,600.00
#3-18	10” Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	5	EA	W4	$5,170.00	0	$25,850.00	$5,200.00	0	$26,000.00	$6,390.00	0	$31,950.00
#3-19	8” Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	20	EA	W4	$4,375.00	0	$87,500.00	$ 4,100.0	0	$82,000.00	$4,940.00	0	$98,800.00
#3-20	6” Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	30	EA	W4	$3,084.00	0	$92,520.00	$ 2,900.0	0	$87,000.00	$3,300.00	0	$99,000.00
#3-21	Air Relief Valve & Vault (Water Main), furnished, installed, complete and in place.	5	EA	W5	$26,660.00	0	$133,300.00	$ 16,500.0	0	$82,500.00	$29,170.00	0	$145,850.00
#3-22	Fire Hydrant Assembly, (≤ 5’ Water Main Bury Depth), furnished, installed, complete and in place.	20	EA	W6	$8,870.00	0	$177,400.00	$ 6,200.0	0	$124,000.00	$7,970.00	0	$159,400.00
#3-23	Fire Hydrant Riser, (> 5’ Water Main Bury Depth), furnished, installed, complete and in place.	40	VF	W7	$1,340.00	0	$53,600.00	$ 1,000.0	0	$ 40,000.0	$1,290.00	0	$51,600.00
#3-24	Ductile Iron Fittings, furnished, installed, complete and in place.	4,600	LBS	W8	$12.00	0	$55,200.00	$ 13	0	$ 59,800.0	$22.00	0	$101,200.00
#3-25	Dresser Coupling, furnished, installed, complete and in place.	5	EA	W9	$3,050.00	0	$15,250.00	$ 1,700.0	0	$ 8,500.0	$4,210.00	0	$21,050.00
#3-26	16" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	10	EA	W10	$1,110.00	0	$11,100.00	$ 3,700.0	0	$ 37,000.0	$2,100.00	0	$21,000.00
#3-27	12" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	20	WA	W10	$1,050.00	0	$21,000.00	$ 2,900.0	0	$ 58,000.0	$1,950.00	0	$39,000.00
#3-28	10" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	10	EA	W10	$1,032.00	0	$10,320.00	$ 2,200.0	0	$ 22,000.0	$1,700.00	0	$17,000.00

#3-29	8" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	40	EA	W10	$990.00	0	$39,600.00	$ 1,900.0	0	$ 76,000.0	$1,600.00	0	$64,000.00
#3-30	6" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	130	EA	W10	$955.00	0	$124,150.00	$1,750.00	0	$227,500.00	$1,500.00	0	$195,000.00
#3-31	2" Water Service Connection, Long (>20') furnished, installed, complete and in place.	10	EA	W11	$3,725.00	0	$37,250.00	$2,400.00	0	$ 24,000.0	$3,900.00	0	$39,000.00
#3-32	2" Water Service Connection, Short (<20') furnished, installed, complete and in place.	20	EA	W11	$3,485.00	0	$69,700.00	$1,800.00	0	$36,000.00	$3,200.00	0	$64,000.00
#3-33	1" Water Service Connection, Long (>20') furnished, installed, complete and in place.	50	EA	W11	$1,700.00	0	$85,000.00	$ 1,500.0	0	$75,000.00	$2,900.00	0	$145,000.00
#3-34	1" Water Service Connection, Short (<20') furnished, installed, complete and in place.	130	EA	W11	$1,700.00	0	$221,000.00	$ 1,250.0	0	$162,500.00	$2,850.00	0	$370,500.00
#3-35	Flushing Station Installation, Long (>20'), furnished, furnished, installed, complete and in place.	4	EA	W12	$12,090.00	0	$48,360.00	$ 4,800.0	0	$19,200.00	$16,580.00	0	$66,320.00
#3-36	Flushing Station Installation, Short (<20'), furnished, furnished, installed, complete and in place.	4	EA	W12	$12,000.00	0	$48,000.00	$ 3,900.0	0	$15,600.00	$16,370.00	0	$65,480.00
#3-37	Sampling Station Installation, Long (>20'), furnished, furnished, installed, complete and in place.	4	EA	W13	$3,385.00	0	$13,540.00	$ 2,800.0	0	$11,200.00	$4,150.00	0	$16,600.00
#3-38	Sampling Station Installation, Short (<20'), furnished, furnished, installed, complete and in place.	4	EA	W13	$3,385.00	0	$13,540.00	$ 2,000.0	0	$8,000.00	$4,100.00	0	$16,400.00
#3-39	Water Meter Installation (New Service Lateral), furnished, instralled, complete and in place.	210	EA	W14	$550.00	0	$115,500.00	$ 700	0	$147,000.00	$860.00	0	$180,600.00
#3-40	Water Meter & Meter Box Installation (Existing Service Lateral), furnished, installed, complete and in place.	5	EA	W15	$990.00	0	$4,950.00	$ 900	0	$4,500.00	$1,320.00	0	$6,600.00
#3-41	Replace Water Meter in Existing Vault, furnished, installed, complete and in place.	5	EA	W16	$1,290.00	0	$6,450.00	$ 1,250.0	0	$6,250.00	$3,500.00	0	$17,500.00
#3-42	Stand-Alone Gate Valve & Vault Replacement / Installation Add-On, furnished, installed, complete and in place.	5	EA	W17	$35,050.00	0	$175,250.00	$ 39,000.0	0	$195,000.00	$32,520.00	0	$162,600.00
#3-43	Stand-Alone Gate Valve & Box Replacement / Installation Add-On, furnished, installed, complete and in place.	5	EA	W18	$12,615.00	0	$63,075.00	$ 7,500.0	0	$37,500.00	$18,280.00	0	$91,400.00
#3-44	Stand-Alone Water Service Connection Add-On, furnished, installed, complete and in place.	5	EA	W19	$5,110.00	0	$25,550.00	$ 4,200.0	0	$21,000.00	$9,500.00	0	$47,500.00
#3-45	Open Trenching of Water Main (0' - 5' Deep), furnished, installed, complete and in place.	6,000	LF	W20	$20.00	0	$120,000.00	$ 50	0	$300,000.00	$20.00	0	$120,000.00
#3-46	Open Trenching of Water Main (5' - 8' Deep), furnished, installed, complete and in place.	330	LF	W20	$25.00	0	$8,250.00	$ 75	0	$24,750.00	$28.00	0	$9,240.00
#3-47	Open Trenching of Water Main (8' - 10' Deep), furnished, installed, complete and in place.	130	LF	W20	$30.00	0	$3,900.00	$ 120	0	$15,600.00	$35.00	0	$4,550.00
#3-48	Open Trenching of Water Main (10' - 12' Deep), furnished, installed, complete and in place.	130	LF	W20	$35.00	0	$4,550.00	$ 150	0	$19,500.00	$45.00	0	$5,850.00
4	**Total Water Items 1-48**						**$2,888,675.00**			**$3,209,300.00**			**$3,262,610.00**

#4-1	18" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place.	20	LF	WW1	$ 300	0	$6,000.00	$ 260	0	$5,200.00	$465.00	0	$9,300.00
#4-2	48" Fiberglass Manhole & Cover, (0'-5' Deep), furnished, installed, complete and in place.	1	EA	WW2	$ 6,868.0	0	$6,868.00	$ 9,500.0	0	$9,500.00	$8,050.00	0	$8,050.00
#4-3	48" Fiberglass Manhole Barrel Adjustment & Additional Bury Depth, (> 5' Deep), furnished, installed, complete and in place.	5	VF	WW3	$ 766	0	$3,830.00	$ 1,500.0	0	$7,500.00	$870.00	0	$4,350.00
#4-4	Open Excavation, furnished, installed, complete and in place.	20	LS	WW4	$ 160	0	$3,200.00	$ 100	0	$2,000.00	$125.00	0	$2,500.00
5	**Total Wastewater Items 1-4**						**$19,898.00**			**$24,200.00**			**$24,200.00**
#5-1	6" Concrete Pavement Repair, furnished, installed, complete and in place.	100	SY	P1	$ 165	0	$16,500.00	$ 95	0	$9,500.00	$85.00	0	$8,500.00
#5-2	4" Concrete Sidewalk Repair, furnished, installed, complete and in place.	100	SY	P2	$ 165	0	$16,500.00	$ 90	0	$9,000.00	$75.00	0	$7,500.00
#5-3	2" Asphalt Pavement Repair , furnished, installed, complete and in place.	750	SY	P3	$ 65	0	$48,750.00	$ 59	0	$44,250.00	$45.00	0	$33,750.00
#5-4	6" Base Rock Pavement Repair (Flexible Base), furnished, installed, complete and in place.	2100	SY	P4	$ 20	0	$42,000.00	$ 31	0	$65,100.00	$20.00	0	$42,000.00
#5-5	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	850	SY	P5	$ 150	0	$127,500.00	$ 145	0	$123,250.00	$195.00	0	$165,750.00
	Total Paving Items 1-5						**$251,250.00**			**$251,100.00**			**$257,500.00**

Bid Summary
485 Bids Issued
46 Document takers
3 Bids Listed Above
0 No Bids Received
482 Bidders did not respond

Bid Opening: November 22, 2025 26001315 U25-08 WRP 02 Project Manual														
					Boler Equipment Service, Inc.			Entrench, Inc			Natera Excavation		
				Total Cost	$3,435,163.00			$3,811,200.00			$3,803,820.00		
#	Items	Quantity Required	Unit	Pay Note	Unit Price	Percentage	Total Cost	Unit Price	Percent	Total Cost	Unit Price	Percentage	Total Cost
1													
#1-1	20" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	80	LF	M1	$257	0	$20,560.00	$265	0	$21,200.00	$274.00	0	$21,920.00
#1-2	16" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	80	LF	M1	$177	0	$14,160.00	$195	0	$15,600.00	$140.00	0	$11,200.00
#1-3	12" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	40	LF	M1	$160	0	$6,400.00	$180	0	$7,200.00	$110.00	0	$4,400.00
#1-4	16" PVC,Pipe Casing,SDR 26 ASTM D2241, furnished, installed, complete and in place.	40	LF	M1	$145	0	$5,800.00	$110	0	$4,400.00	$124.00	0	$4,960.00
#1-5	12" PVC,Pipe Casing,SDR 26 ASTM D2241, furnished, installed, complete and in place.	20	LF	M1	$116	0	$2,320.00	$90	0	$1,800.00	$74.00	0	$1,480.00
#1-6	Cement Stabilized Sand Bedding (2.5-Sack) Encasement, furnished, installed, complete and in place.	20	LF	M2	$50	0	$1,000.00	$145	0	$2,900.00	$75.00	0	$1,500.00
#1-7	Erosion/Sediment Control, furnished, installed, complete and in place.	40	EA	M3	$800	0	$32,000.00	$900	0	$36,000.00	$950.00	0	$38,000.00
#1-8	Traffic Control for Collector/ Local Road Conditions, furnished, installed, complete and in place.	15	EA	M4	$4,200.00	0	$63,000.00	$2,500.00	0	$37,500.00	$1,500.00	0	$22,500.00
#1-9	Traffic Control for Alley/Easement Conditions, furnished, installed, complete and in place.	25	EA	M5	$1,000.00	0	$25,000.00	$2,000.00	0	$50,000.00	$1,350.00	0	$33,750.00
#1-10	Job Site Safety, furnished, installed, complete and in place.	40	EA	M6	$800	0	$32,000.00	$1,500.00	0	$60,000.00	$1,400.00	0	$56,000.00
#1-11	Additional Labor, Downtown Area, Water Improvements, furnished, installed, complete and in place.	300	LF	M7	$40	0	$12,000.00	$40	0	$12,000.00	$7.00	0	$2,100.00
#1-12	Additional Labor, Downtown Area, Wastewater Improvements, furnished, installed, complete and in place.	300	LF	M8	$40	0	$12,000.00	$60	0	$18,000.00	$9.00	0	$2,700.00
#1-13	Material Mark-up, complete and in place.	0	%	M9	$0	20	$0		$0	20		15	$0.00
#1-14	Labor Mark-up (Regular Work Hours), complete and in place.	0	%	M10	$0	20	$0		$0	20		15	$0.00
#1-15	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place.	0	%	M11	$0	20	$0		$0	20		15	$0.00
2	**Total Miscellaneous Items -1-15**						**$226,240.00**			**$266,660.00**			**$200,510.00**
#2-1	Removal & Disposal of Existing Utility Mains, complete and in place.	1650	LF	D1	$17	0	$28,050.00	$15	0	$24,750.00	$9.00	0	$14,850.00
#2-2	Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place.	150	CY	D2	$135	0	$20,250.00	$145	0	$21,750.00	$220.00	0	$33,000.00
#2-3	Removal & Disposal of Existing Manhole, (0'-5' Deep), complete and in place.	1	EA	D3	$2,000.00	0	$2,000.00	$6,500.00	0	$6,500.00	$5,900.00	0	$5,900.00
#2-4	Remove & Disposal of Existing Manhole Additional Depth, (> 5' Deep), complete and in place.	7	VF	D4	$150	0	$1,050.00	$1,000.00	0	$7,000.00	$750.00	0	$5,250.00
3	**Total Demolition Items 1-4**						**$51,350.00**			**$60,000.00**			**$59,000.00**

#3-1	16” Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$190	0	$11,400.00	$185	0	$11,100.00	$185.00	0	$11,100.00
#3-2	12” Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$156	0	$9,360.00	$145	0	$8,700.00	$130.00	0	$7,800.00
#3-3	10” Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$108	0	$6,480.00	$115	0	$6,900.00	$100.00	0	$6,000.00
#3-4	8” Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$108	0	$6,480.00	$95	0	$5,700.00	$92.00	0	$5,520.00
#3-5	6” Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$97	0	$5,820.00	$75	0	$4,500.00	$70.00	0	$4,200.00
#3-6	16” AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	200	LF	W1	$147	0	$29,400.00	$180	0	$36,000.00	$130.00	0	$26,000.00
#3-7	12” AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	1500	LF	W1	$128	0	$192,000.00	$145	0	$217,500.00	$100.00	0	$150,000.00
#3-8	10” AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	10	LF	W1	$130	0	$1,300.00	$125	0	$1,250.00	$80.00	0	$800.00
#3-9	8” AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	1500	LF	W1	$101	0	$151,500.00	$90	0	$135,000.00	$65.00	0	$97,500.00
#3-10	6” AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	3000	LF	W1	$87	0	$261,000.00	$85	0	$255,000.00	$60.00	0	$180,000.00
#3-11	16” Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$6,519.00	0	$32,595.00	$8,500.00	0	$42,500.00	$4,950.00	0	$24,750.00
#3-12	12” Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$5,231.00	0	$26,155.00	$6,500.00	0	$32,500.00	$3,260.00	0	$16,300.00
#3-13	10” Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$3,992.00	0	$19,960.00	$5,200.00	0	$26,000.00	$2,550.00	0	$12,750.00
#3-14	8” Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$3,296.00	0	$16,480.00	$4,500.00	0	$22,500.00	$3,050.00	0	$15,250.00
#3-15	6” Tapping Sleeve furnished, installed, complete and in place.	5	EA	W3	$2,828.00	0	$14,140.00	$3,750.00	0	$18,750.00	$2,250.00	0	$11,250.00
#3-16	16” Gate Valve & Vault (MJxMJ/FL), furnished, installed, complete and in place.	5	EA	W3	$25,320.00	0	$126,600.00	$52,000.00	0	$260,000.00	$22,760.00	0	$113,800.00
#3-17	12” Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	10	EA	W4	$6,735.00	0	$67,350.00	$7,250.00	0	$72,500.00	$10,560.00	0	$105,600.00
#3-18	10” Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	5	EA	W4	$5,170.00	0	$25,850.00	$5,200.00	0	$26,000.00	$6,390.00	0	$31,950.00
#3-19	8” Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	20	EA	W4	$ 4,375.0	0	$ 87,500.0	$ 4,100.0	0	$82,000.00	$4,940.00	0	$98,800.00
#3-20	6” Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	30	EA	W4	$ 3,084.0	0	$ 92,520.0	$ 2,900.0	0	$87,000.00	$3,300.00	0	$99,000.00
#3-21	Air Relief Valve & Vault (Water Main), furnished, installed, complete and in place.	5	EA	W5	$ 26,660.0	0	$ 133,300.0	$ 16,500.0	0	$82,500.00	$29,170.00	0	$145,850.00
#3-22	Fire Hydrant Assembly, (≤ 5’ Water Main Bury Depth), furnished, installed, complete and in place.	20	EA	W6	$ 8,870.0	0	$ 177,400.0	$ 6,200.0	0	$124,000.00	$7,970.00	0	$159,400.00
#3-23	Fire Hydrant Riser, (> 5’ Water Main Bury Depth), furnished, installed, complete and in place.	40	VF	W7	$ 1,340.0	0	$ 53,600.0	$ 1,000.0	0	$ 40,000.0	$1,290.00	0	$51,600.00
#3-24	Ductile Iron Fittings, furnished, installed, complete and in place.	4600	LBS	W8	$ 12	0	$ 55,200.0	$ 13	0	$ 59,800.0	$22.00	0	$101,200.00
#3-25	Dresser Coupling, furnished, installed, complete and in place.	5	EA	W9	$ 3,050.0	0	$ 15,250.0	$ 1,700.0	0	$ 8,500.0	$4,210.00	0	$21,050.00
#3-26	16" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	10	EA	W10	$ 1,110.0	0	$ 11,100.0	$ 3,700.0	0	$ 37,000.0	$2,100.00	0	$21,000.00
#3-27	12" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	20	WA	W10	$ 1,050.0	0	$ 21,000.0	$ 2,900.0	0	$ 58,000.0	$1,950.00	0	$39,000.00
#3-28	10" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	10	EA	W10	$ 1,032.0	0	$ 10,320.0	$ 2,200.0	0	$ 22,000.0	$1,700.00	0	$17,000.00

#3-29	8" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	40	EA	W10	$ 990	0	$ 39,600.0	$ 1,900.0	0	$ 76,000.0	$1,600.00	0	$64,000.00
#3-30	6" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	130	EA	W10	$955	0	$124,150.00	$1,750.00	0	$227,500.00	$1,500.00	0	$195,000.00
#3-31	2" Water Service Connection, Long (>20') furnished, installed, complete and in place.	10	EA	W11	$3,725.00	0	$37,250.00	$2,400.00	0	$ 24,000.0	$3,900.00	0	$39,000.00
#3-32	2" Water Service Connection, Short (<20') furnished, installed, complete and in place.	20	EA	W11	$3,485.00	0	$69,700.00	$1,800.00	0	$36,000.00	$3,200.00	0	$64,000.00
#3-33	1" Water Service Connection, Long (>20') furnished, installed, complete and in place.	50	EA	W11	$1,700.00	0	$ 85,000.0	$ 1,500.0	0	$75,000.00	$2,900.00	0	$145,000.00
#3-34	1" Water Service Connection, Short (<20') furnished, installed, complete and in place.	130	EA	W11	$1,700.00	0	$ 221,000.0	$ 1,250.0	0	$162,500.00	$2,850.00	0	$370,500.00
#3-35	Flushing Station Installation, Long (>20'), furnished, furnished, installed, complete and in place.	4	EA	W12	$12,090.00	0	$ 48,360.0	$ 4,800.0	0	$19,200.00	$16,580.00	0	$66,320.00
#3-36	Flushing Station Installation, Short (<20'), furnished, furnished, installed, complete and in place.	4	EA	W12	$12,000.00	0	$ 48,000.0	$ 3,900.0	0	$15,600.00	$16,370.00	0	$65,480.00
#3-37	Sampling Station Installation, Long (>20'), furnished, furnished, installed, complete and in place.	4	EA	W13	$3,385.00	0	$ 13,540.0	$ 2,800.0	0	$11,200.00	$4,150.00	0	$16,600.00
#3-38	Sampling Station Installation, Short (<20'), furnished, furnished, installed, complete and in place.	4	EA	W13	$3,385.00	0	$ 13,540.0	$ 2,000.0	0	$8,000.00	$4,100.00	0	$16,400.00
#3-39	Water Meter Installation (New Service Lateral), furnished, instralled, complete and in place.	210	EA	W14	$550	0	$ 115,500.0	$ 700	0	$147,000.00	$860.00	0	$180,600.00
#3-40	Water Meter & Meter Box Installation (Existing Service Lateral), furnished, installed, complete and in place.	5	EA	W15	$990	0	$ 4,950.0	$ 900	0	$4,500.00	$1,320.00	0	$6,600.00
#3-41	Replace Water Meter in Existing Vault, furnished, installed, complete and in place.	5	EA	W16	$1,290.00	0	$ 6,450.0	$ 1,250.0	0	$6,250.00	$3,500.00	0	$17,500.00
#3-42	Stand-Alone Gate Valve & Vault Replacement / Installation Add-On, furnished, installed, complete and in place.	5	EA	W17	$35,050.00	0	$ 175,250.0	$ 39,000.0	0	$195,000.00	$32,520.00	0	$162,600.00
#3-43	Stand-Alone Gate Valve & Box Replacement / Installation Add-On, furnished, installed, complete and in place.	5	EA	W18	$12,165.00	0	$60,825.00	$ 7,500.0	0	$37,500.00	$18,280.00	0	$91,400.00
#3-44	Stand-Alone Water Service Connection Add-On, furnished, installed, complete and in place.	5	EA	W19	$5,110.00	0	$ 25,550.0	$ 4,200.0	0	$21,000.00	$9,500.00	0	$47,500.00
#3-45	Open Trenching of Water Main (0' - 5' Deep), furnished, installed, complete and in place.	6000	LF	W20	$20.00	0	$ 120,000.0	$ 50	0	$300,000.00	$20.00	0	$120,000.00
#3-46	Open Trenching of Water Main (5' - 8' Deep), furnished, installed, complete and in place.	330	LF	W20	$25	0	$ 8,250.0	$ 75	0	$24,750.00	$28.00	0	$9,240.00
#3-47	Open Trenching of Water Main (8' - 10' Deep), furnished, installed, complete and in place.	130	LF	W20	$30	0	$ 3,900.0	$ 120	0	$15,600.00	$35.00	0	$4,550.00
#3-48	Open Trenching of Water Main (10' - 12' Deep), furnished, installed, complete and in place.	130	LF	W20	$ 35	0	$4,550.00	$ 150	0	$19,500.00	$45.00	0	$5,850.00
4	**Total Water Items 1-48**						**$2,886,425.00**			**$3,209,300.00**			**$3,262,610.00**

#4-1	18" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place.	20	LF	WW1	$ 300	0	$6,000.00	$ 260	0	$5,200.00	$465.00	0	$9,300.00
#4-2	48" Fiberglass Manhole & Cover, (0'-5' Deep), furnished, installed, complete and in place.	1	EA	WW2	$ 6,868.0	0	$6,868.00	$ 9,500.0	0	$9,500.00	$8,050.00	0	$8,050.00
#4-3	48" Fiberglass Manhole Barrel Adjustment & Additional Bury Depth, (> 5' Deep), furnished, installed, complete and in place.	5	VF	WW3	$ 766	0	$3,830.00	$ 1,500.0	0	$7,500.00	$870.00	0	$4,350.00
#4-4	Open Excavation, furnished, installed, complete and in place.	20	LS	WW4	$ 160	0	$3,200.00	$ 100	0	$2,000.00	$125.00	0	$2,500.00
5	**Total Wastewater Items 1-4**						**$19,898.00**			**$24,200.00**			**$24,200.00**
#5-1	6" Concrete Pavement Repair, furnished, installed, complete and in place.	100	SY	P1	$ 165	0	$16,500.00	$ 95	0	$9,500.00	$85.00	0	$8,500.00
#5-2	4" Concrete Sidewalk Repair, furnished, installed, complete and in place.	100	SY	P2	$ 165	0	$16,500.00	$ 90	0	$9,000.00	$75.00	0	$7,500.00
#5-3	2" Asphalt Pavement Repair , furnished, installed, complete and in place.	750	SY	P3	$ 65	0	$48,750.00	$ 59	0	$44,250.00	$45.00	0	$33,750.00
#5-4	6" Base Rock Pavement Repair (Flexible Base), furnished, installed, complete and in place.	2100	SY	P4	$ 20	0	$42,000.00	$ 31	0	$65,100.00	$20.00	0	$42,000.00
#5-5	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	850	SY	P5	$ 150	0	$127,500.00	$ 145	0	$123,250.00	$195.00	0	$165,750.00
	Total Paving Items 1-5						**$251,250.00**			**$251,100.00**			**$257,500.00**

Bid Summary
485 Bids Issued
46 Document takers
3 Bids Listed Above
0 No Bids Received
482 Bidders did not respond

PROJECT MANUAL

Project Name: Water Rehab Program 02
Project Number: U25-08

MAYOR
Lori Blong

COUNCIL MEMBERS

District 1	Brian Stubbs	District 3	Jack Ladd
District 2	John Norman	District 4	Amy Stretcher Burkes
At-Large	Robin Poole	At Large	John Burkholder

ENGINEERING SERVICES DIRECTOR
Gabriel McClelland



Prepared by City of Midland, Texas
Engineering Services Division

October 2025

CONTENTS

PROCUREMENT AND CONTRACT DOCUMENTS

Cover Page.....001

Contents.....002

A Message for Our Vendors.....004

Bid Notice.....006

Instructions & Information for Bidders.....009

Notice to Bidders.....013

Affidavit of Eligibility.....015

Proposal.....016

Bid Items..... 018

Pay Notes.....026

Anticipated Equip list.....033

Work Order.....034

Bid Bond.....046

Contract.....049

Performance Bond.....055

Payment Bond.....057

Certificate of Payment.....059

General Conditions and Provisions.....062

Conflict of Interest Reporting Requirements.....086

Conflict of Interest Questionnaire – Form CIQ.....087

Special Provisions.....090

SPECIFICATIONS

City of Midland Standard Specifications.....100

DETAILS

Program Details.....227

Addendum

Addendum 01.....308

LICENSES

Water & Wastewater.....333

A Message for Our Vendors

The City of Midland, Texas has developed a strategic plan with long-term objectives, new mission and vision statements, and a course of action to carry out goals established by and for our community. This includes strategic priorities that will address our economy, infrastructure, quality of life, standards for a safe and secure city, plus much more that's detailed below. We hope you join us on this exciting journey and to be part of the energy toward a successful and prosperous Midland!

Vision Statement

The City of Midland will be the premier and safest city in West Texas by providing world-class municipal services through operational excellence and a culture of innovation.

Mission Statement

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

Communication • Customer Service
Economic Development
Fiscal Responsibility & Accountability
High-Performing City Team • Legislation
Quality of Place • Technology Improvements

Core Values

Commitment: Duty to the public good.
Engagement: Foster partnerships and collaboration.
Excellence: Practice continuous improvement.
Innovation: Embrace creativity and cutting-edge solutions.
Integrity: Operate with transparency and accountability.
Inclusivity: Ensure all voices are heard and valued.

Strategic Goals

1. Strong Economy with More Quality Jobs

1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.
1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.
1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.
1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.
1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.
1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.
1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.
1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.
1.9 Establish Our Community as a Premier Destination for Retail and Entertainment: Offer unique and compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.

2. Set the Standard for a safe and secure City

2.1 Enhance public safety programs.
2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.
2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.
2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.
2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.
2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.

3. Quality of Life and Place

3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.
3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.
3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.
3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.
3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.
3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.

4. Transparent and Consistent Communication

4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.
4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.
4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.
4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.
4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.

5. Provide Sound Governance and Fiscal Management

5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.
5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.
5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.
5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.
5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.
5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.
5.7 Ensure Continued Financial Stability and Accountability: Maintain financial transparency.
5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks and other facilities, with a standard of excellence.
5.10 Create a Work Environment that Supports Bleeding-Edge Practices: Encourage bleeding-edge practice that then cultivates an environment where employees can learn from their experiences and improve processes; thus, becoming a learning organization.

6. Strengthen and Sustain Our Infrastructure

6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.
6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.
6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.
6.4Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.
6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.
6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rather than reactive.
6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

BID NOTICE

ATTENTION: All bidders who choose to submit bids digitally for this project must submit their bids through the City of Midland's online procurement portal. The City of Midland's online procurement portal can be accessed at:

https://midlandtexas.bonfirehub.com/

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

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

If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 20th day of November, 2025, and publicly opened and read aloud at that time.

Delivery of Submittals

Bid packets must be received through the E-Procurement system or in the City Secretary's Office no later than November 20th, 2025 at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

ATTENTION: The public bid opening will be in the City Council Meeting Chambers.

The Proposed Work provides for the furnishing of materials and labor for Water Rehab Program 02 together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, November 12th, 2025, in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas.

ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

purchasing@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, November 14, 2025. Questions submitted before the Noon deadline will be included in the

Addendum that will go out the following Monday along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

No Bid may be withdrawn within a period of 60 days after the date fixed for opening Bids.

"FAX" or telephone bids or modifications will not be accepted.

Bid Envelopes shall be plainly marked "Proposal for City of Midland".

ATTENTION: Information for bidders, proposal forms, specifications, and plans may be obtained by emailing purchasing@midlandtexas.gov.

A bid bond or proposal guaranty is to accompany the bid, thereby guaranteeing the good faith of the bidder and that the bidder will enter into the written contract. The guaranty is to amount to five percent (5%) of the total bid and must be in the form of cash or certified check, issued by a bank satisfactory to the City of Midland, or bid bond. If in the form of cash or certified check, it is expressly understood and agreed that the City of Midland is given the right to retain such as liquidated damages if such bidder withdraws its bid anytime after such bid is opened and before official rejection of such bid, or if successful in securing the awarded thereof, such bidder fails to enter into the contract and furnish satisfactory performance and payment bonds. If a bid bond is submitted, it shall be executed on forms contained in these contract documents by a corporate surety authorized to do business in the State of Texas and acceptable to the City of Midland.

WAIVER OF ATTORNEY FEES

BY SUBMITTING A BID, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE BIDDER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

BIDDER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE BIDDER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE OWNER AND THE BIDDER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE BIDDER AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

WAIVER

BIDDER'S WAIVER:

BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**

2. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**

3. **ACCEPTANCE OR REJECTION OF ANY BIDS; OR**

4. **AWARD OF THE CONTRACT**

BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER UNDERSTANDS ALL OF THE TERMS OF THE BIDDING DOCUMENTS AND CONSENTS TO THE BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MIDLAND, TEXAS. THE BIDDER AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE REQUEST FOR BID AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).

City of Midland

Marcia Bentley-German
City Secretary

Form Revised October 2025

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

The work and construction contemplated to be accomplished under this Contract is located in the City of Midland, Texas, and consists of municipal public works projects as set forth in the proposal.

The location and details for the construction and related work are shown upon a set of drawings issued on or after October 1, 2025. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

2. TIME AND PLACE OF RECEIVING BIDS

All bids shall be sealed, addressed to the Mayor and City Council of the City of Midland, Texas, and will be received by the City Secretary in her office at City Hall, 300 N. Loraine Street, Midland, Texas, mailing address is P.O. Box 1152, Midland, Texas 79702, until time stated on the Advertisement for Bids.

3. PREPARATION OF BID FORM

Bids shall be submitted only on the forms provided therefore in the Contract Documents, and must not be submitted in letter form or in any other form. They shall be filled out in ink in both script and figures. The Proposal form provided in the Contract Documents sets forth in detail the various items and approximate quantities thereof contained in the Project. Bids submitted in any other form will be considered irregular and will be returned to the Bidder without receiving consideration by the Owner.

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, his address, and the name of the Project for which the bid is submitted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

The bid must be signed in the name of the Bidder and must bear the signature in longhand of the persons duly authorized to sign the bid.

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the invitation. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of bids.

The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of the person or persons signing the bid.

4. EXAMINATION OF SITE, DRAWINGS, ETC

Each Bidder is requested to visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and the Specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any Bidder from obligations with respect to his bid or to the Contract. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

5. WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid, either personally, by written request, or by telegraphic request confirmed in the manner specified above, at any time prior to the scheduled closing time for receipt of bids.

6. AGREEMENT AND BONDS

The successful Bidder will be required to furnish a Performance Bond, and a Payment Bond, in an amount equal to one hundred percent (100%) of the total Contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas, and acceptable to the City of Midland. All Bonds must be executed on forms contained in these Contract Documents. The form of Agreement which the successful Bidder, and Contractor will be required to execute is also included herewith. The form of Agreement and the form of the Bonds should be carefully examined by the Bidder.

7. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents or finds discrepancies in, or omissions from the Plans or Specifications, he may submit to the Owner written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretations of any provision in the Contract Documents will be made to any Bidder.

8. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, or file more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.

9. AWARD OF CONTRACT

The Owner reserves the right to reject any or all bids submitted and not make an award. The Owner also reserves the privilege of accepting any item as a separate contract or the combination of items of a contract. The Owner and Bidder agree that, if the Contract is awarded, that it will be awarded to either the lowest responsible bidder/proposer, or to the bidder/proposer who provides goods or services at the best value for the

City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. Further, the Owner reserves all rights granted by Section 271.027 of the Texas Local Government Code. The Owner reserves the right to award the bid to the lowest responsible bidder.

10. OPENING OF BIDS

Bidders are invited to be present at the opening of the Proposals. All Proposals shall be made and received with the understanding that the Bidder accepts the terms and conditions contained in the Contract Documents.

11. COMPARISON OF BIDS

All bids will be compared on the basis of the Proposal.

12. BID GUARANTY

A Certified Check, Bank Money Order, issued by a bank satisfactory to the Owner, or a Bidder's Bond on the form provided and approved by the City Attorney, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the Owner, must accompany the Bidder's Proposal, as a guaranty that the Bidder will enter into a Contract and execute the required Performance Bond and Guaranty in the forms provided within fifteen (15) days after notice of award of Contract to him. Bids or Proposals without the required Bid Guaranty will not be considered. All Proposals shall remain in effect for a period of thirty (30) days after date of bid opening.

13. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (1) Notice to Bidders, (2) Instructions and Information for Bidders, (3) Proposal, (4) Experience Record, (5) Bid Bond, (6) Contract Agreement, (7) Performance Bond, (8) Payment Bond, (9) Insurance Certificate, (10) General Conditions, (11) Special Conditions, (12) Detailed Specifications all of which are bound together, and/or (13) Certificate of Payment. The Contract Documents shall also include Drawings or Detailed Plans for the proposed work. A complete set of the Contract Documents and the detailed plans are on file in the Office of the City Secretary.

14. TIME ELEMENT

The work to be done under this Contract shall be commenced within fifteen (15) days from the date of the notice from the City to the Contractor to commence work. The Contractor shall commence performance of the Contract on the date stated in the City's notice to the Contractor to proceed and shall complete the performance of the Contract without delay.

15. PAYMENTS

Payments to the Contractor will be based upon the prices stated in the proposal and upon basis of the work performed as determined by the Engineer. The Engineer's determination shall be considered as final unless changes are authorized by the City in writing which shall affect the work. Upon issuance of the Certificate of Completion, the Engineer shall proceed to take final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the agreement and shall certify same to the Owner who shall pay to the Contractor on or after the 30th day, and before the 35th day, after the date of the

Certificate of Completion, the balance due the Contractor under the terms of this agreement, provided he has fully performed his contractual obligations under the terms of this Contract, and said payment shall become due in any event upon said performance by the Contractor. Notwithstanding any provision of these Contract documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the Certificate of Acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good workmanlike manner and in full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract documents.

Revised October 2025

NOTICE TO BIDDERS

IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED **CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.

IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE ABOVE REQUIREMENTS, THEN **THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER**.

IMPORTANT NOTICE – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

COMPLIANCE: Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended. For further instructions on how to comply with Texas Government Code Section 2252.908 and Texas Local Government Code Section 176.006,

please go to https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

ANY VENDOR WHO FAILS TO COMPLY WITH THE TERMS OF THE AWARD **MAY BE DECLARED AN IRRESPONSIBLE VENDOR**. BIDS SUBMITTED BY SAID VENDOR SHALL NOT BE CONSIDERED AGAIN FOR A MINIMUM PERIOD OF SIX MONTHS AS DETERMINED BY THE CITY MANAGER.

Consideration of Location of Bidder's Principal Place of Business
For Bids of $50,000 up to $100,000 for Services and $500,000 for Commodities
Affidavit of Eligibility

Pursuant to Texas Local Government Code 271.9051, in purchasing real property, personal property that is not affixed to real property, or services, if the City receives one or more bids from a bidder whose principal place of business is in the City of Midland and whose bid is within five percent (5%) of the lowest bid price received by the City from a bidder who is not a resident of the City of Midland, the City may enter into a contract with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, bidders must submit this affidavit to:

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine St.,
PO BOX 1152
Midland, TX 79702-1152

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

Local Address (must be within the City limits): _____

1. Is the above address the principal place of business for the business named above? ☐ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? _____
3. Year your business was established in the City of Midland: _____
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

   Company Name and Address (as it appears on permit):

   _____

   _____

   _____

5. Does your business have more than one office in the State of Texas? ☐ Yes ☐ No
   If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:

   _____

   _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

   ☐ Yes ☐ No

   If Yes, did the local business pay any of this tax to the City of Midland? ☐ Yes ☐ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

PROPOSAL

Project Name: Water Rehab Program 02
Project Number: U25-08

TO: Honorable Mayor and City Council
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the drawings, specifications, and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

(See Bid Items sheets for Proposal's item breakdowns, descriptions, quantities, units, unit prices, total amounts, and Pay Notes references.)

For the sum of Three Million Four Hundred Thirty Seven Thousand Four Hundred Thirteen dollars and Zero cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.The initial term of the contract shall expire on September 30 2026.If the Owner and Contractor agree in writing,the contract may be renewd for up tp two (2) additional one (1) year terms (at an amount not to exceed $2,000,000.00 per term.)

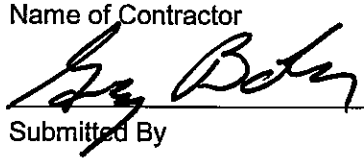
PUBLIC INFORMATION

To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for One Hundred Seventy One Thousand Eight Hundred Seventy dollars and Sixty Five cents total. ($ 171,870.65) which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

Boler Equipment Service, Inc.

Name of Contractor



Greg Boler - Vice President

Submitted By | Print Name and Title

4611 Sinclair Ave

Mailing Address

Midland	Texas	79707
City	State	Zip

BID ITEMS

(See Proposal sheet for additional information.)

Project Name: Water Rehab Program 02
Project Number: U25-08

Miscellaneous Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	20" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	80	LF	M1	$ 257.00	$ 20,560.00
2)	16" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	80	LF	M1	$ 177.00	$ 14,160.00
3)	12" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	40	LF	M1	$ 160.00	$ 6,400.00
4)	16" PVC,Pipe Casing,SDR 26 ASTM D2241, furnished, installed, complete and in place.	40	LF	M1	$ 145.00	$ 5,800.00
5)	12" PVC,Pipe Casing,SDR 26 ASTM D2241, furnished, installed, complete and in place.	20	LF	M1	$ 116.00	$ 2,320.00
6)	Cement Stabilized Sand Bedding (2.5-Sack) Encasement, furnished, installed, complete and in place.	20	LF	M2	$ 50.00	$ 1,000.00
7)	Erosion/Sediment Control, furnished, installed, complete and in place.	40	EA	M3	$ 800.00	$ 32,000.00
8)	Traffic Control for Collector/ Local Road Conditions, furnished, installed, complete and in place.	15	EA	M4	$ 4,200.00	$ 63,000.00
9)	Traffic Control for Alley/Easement Conditions, furnished, installed, complete and in place.	25	EA	M5	$ 1,000.00	$ 25,000.00
10)	Job Site Safety, furnished, installed, complete and in place.	40	EA	M6	$ 800.00	$ 32,000.00
11)	Additional Labor, Downtown Area, Water Improvements, furnished, installed, complete and in place.	300	LF	M7	$ 40.00	$ 12,000.00
12)	Additional Labor, Downtown Area, Wastewater Improvements, furnished, installed, complete and in place.	300	LF	M8	$ 40.00	$ 12,000.00
13)	Material Mark-up, complete and in place.	N/A	%	M9	% 20	$ N/A
14)	Labor Mark-up (Regular Work Hours), complete and in place.	N/A	%	M10	% 20	$ N/A
15)	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place.	N/A	%	M11	% 20	$ N/A
Total Miscellaneous Items 1 - 15		$ 226,240.00				

Demolition Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	Removal & Disposal of Existing Utility Mains, complete and in place.	1650	LF	D1	$ 17.00	$28,050.00
2)	Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place.	150	CY	D2	$ 135.00	$20,250.00
3)	Removal & Disposal of Existing Manhole, (0'-5' Deep), complete and in place.	1	EA	D3	$ 2,000.00	$2,000.00
4)	Remove & Disposal of Existing Manhole Additional Depth, (> 5' Deep), complete and in place.	7	VF	D4	$ 150.00	$ 1,050.00
Total Demolition Items 1 - 4		$ 51,350.00				

Water Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	16" Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$ 190.00	$ 11,400.00
2)	12" Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$ 156.00	$9,360.00
3)	10" Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$ 108.00	$ 6,480.00
4)	8" Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$ 108.00	$ 6,480.00
5)	6" Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$ 97.00	$ 5,820.00
6)	16" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	200	LF	W1	$ 147.00	$ 29,400.00
7)	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	1500	LF	W1	$ 128.00	$ 192,000.00
8)	10" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	10	LF	W1	$ 130.00	$ 1,300.00
9)	8" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	1500	LF	W1	$ 101.00	$ 151,500.00
10)	6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	3000	LF	W1	$ 87.00	$261,000.00
11)	16" Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$ 6,519.00	$ 32,595.00
12)	12" Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$ 5,231.00	$ 26,155.00
13)	10" Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$ 3,992.00	$ 19,960.00
14)	8" Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$ 3,296.00	$ 16,480.00
15)	6" Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$ 2,828.00	$ 14,140.00
16)	16" Gate Valve & Vault (MJxMJ/FL), furnished, installed, complete and in place.	5	EA	W3	$ 25,320.00	$126,600.00
17)	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	10	EA	W4	$ 6,735.00	$67,350.00
18)	10" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	5	EA	W4	$ 5,170.00	$ 25,850.00

19)	8" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	20	EA	W4	$ 4,375.00	$ 87,500.00
20)	6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	30	EA	W4	$ 3,084.00	$ 92,520.00
21)	Air Relief Valve & Vault (Water Main), furnished, installed, complete and in place.	5	EA	W5	$ 26,660.00	$ 133,300.00
22)	Fire Hydrant Assembly, (≤ 5' Water Main Bury Depth), furnished, installed, complete and in place.	20	EA	W6	$ 8,870.00	$ 177,400.00
23)	Fire Hydrant Riser, (> 5' Water Main Bury Depth), furnished, installed, complete and in place.	40	VF	W7	$ 1,340.00	$ 53,600.00
24)	Ductile Iron Fittings, furnished, installed, complete and in place.	4600	LBS	W8	$ 12.00	$ 55,200.00
25)	Dresser Coupling, furnished, installed, complete and in place.	5	EA	W9	$ 3,050.00	$ 15,250.00
26)	16" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	10	EA	W10	$ 1,110.00	$ 11,100.00
27)	12" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	20	EA	W10	$ 1,050.00	$ 21,000.00
28)	10" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	10	EA	W10	$ 1,032.00	$ 10,320.00
29)	8" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	40	EA	W10	$ 990.00	$ 39,600.00
30)	6" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	130	EA	W10	$ 955.00	$ 124,150.00
31)	2" Water Service Connection, Long (>20') furnished, installed, complete and in place.	10	EA	W11	$ 3,725.00	$ 37,250.00
32)	2" Water Service Connection, Short (≤20') furnished, installed, complete and in place.	20	EA	W11	$ 3,485.00	$ 69,700.00
33)	1" Water Service Connection, Long (>20') furnished, installed, complete and in place.	50	EA	W11	$ 1,700.00	$ 85,000.00
34)	1" Water Service Connection, Short (≤20') furnished, installed, complete and in place.	130	EA	W11	$ 1,700.00	$ 221,000.00
35)	Flushing Station Installation, Long (>20'), furnished, furnished, installed, complete and in place.	4	EA	W12	$ 12,090.00	$ 48,360.00
36)	Flushing Station Installation, Short (≤20'), furnished, furnished, installed, complete and in place.	4	EA	W12	$ 12,000.00	$ 48,000.00
37)	Sampling Station Installation, Long (>20'), furnished, furnished, installed, complete and in place.	4	EA	W13	$ 3,385.00	$ 13,540.00

38)	Sampling Station Installation, Short (≤20'), furnished, furnished, installed, complete and in place.	4	EA	W13	$ 3,385.00	$ 13,540.00
39)	Water Meter Installation (New Service Lateral), furnished, instralled, complete and in place.	210	EA	W14	$ 550.00	$ 115,500.00
40)	Water Meter & Meter Box Installation (Existing Service Lateral), furnished, installed, complete and in place.	5	EA	W15	$ 990.00	$ 4,950.00
41)	Replace Water Meter in Existing Vault, furnished, installed, complete and in place.	5	EA	W16	$ 1,290.00	$ 6,450.00
42)	Stand-Alone Gate Valve & Vault Replacement / Installation Add-On, furnished, installed, complete and in place.	5	EA	W17	$ 35,050.00	$ 175,250.00
43)	Stand-Alone Gate Valve & Box Replacement / Installation Add-On, furnished, installed, complete and in place.	5	EA	W18	$ 12,165.00	$ 63,075.00
44)	Stand-Alone Water Service Connection Add-On, furnished, installed, complete and in place.	5	EA	W19	$5,110.00	$ 25,550.00
45)	Open Trenching of Water Main (0' - 5' Deep), furnished, installed, complete and in place.	6000	LF	W20	$ 20.00	$ 120,000.00
46)	Open Trenching of Water Main (5' - 8' Deep), furnished, installed, complete and in place.	330	LF	W20	$ 25.00	$ 8,250.00
47)	Open Trenching of Water Main (8' - 10' Deep), furnished, installed, complete and in place.	130	LF	W20	$ 30.00	$ 3,900.00
48)	Open Trenching of Water Main (10' - 12' Deep), furnished, installed, complete and in place.	130	LF	W20	$ 35.00	$ 4,550.00
Total Water Items 1 - 48		$ 2,888,675.00				

Wastewater Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	18" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place.	20	LF	WW1	$ 300.00	$6,000.00
2)	48" Fiberglass Manhole & Cover, (0'-5' Deep), furnished, installed, complete and in place.	1	EA	WW2	$ 6,868.00	$ 6,868.00
3)	48" Fiberglass Manhole Barrel Adjustment And Additional Bury Depth, (> 5' Deep), furnished, installed, complete and in place.	5	VF	WW3	$ 766.00	$ 3,830.00
4)	Open Excavation, furnished, installed, complete and in place.	20	LF	WW4	$ 160.00	$ 3,200.00
Total Wastewater Items 1 - 4		$ 19,898.00				

Paving Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	6" Concrete Pavement Repair, furnished, installed, complete and in place.	100	SY	P1	$ 165.00	$ 16,500.00
2)	4" Concrete Sidewalk Repair, furnished, installed, complete and in place.	100	SY	P2	$ 165.00	$ 16,500.00
3)	2" Asphalt Pavement Repair , furnished, installed, complete and in place.	750	SY	P3	$ 65.00	$48,750.00
4)	6" Base Rock Pavement Repair (Flexible Base), furnished, installed, complete and in place.	2100	SY	P4	$ 20.00	$42,000.00
5)	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	850	SY	P5	$ 150.00	$ 127,500.00
Total Paving Items 1 - 5		$ 251,250.00				

Price For:	
1. Miscellaneous Items	$ 226,240.00
2. Demolition Items	$ 51,350.00
3. Water Items	$2,888,675.00
4. Wastewater Items	$19,898.00
5. Paving Items	$251,250.00
Total Price	$ 3,437,413.00

PAY NOTES

U25-08

Water Rehab Program 02

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	20" Steel Pipe Casing (1/4" Wall Thickness)	M1
2	16" Steel Pipe Casing (1/4" Wall Thickness)	M1
3	12" Steel Pipe Casing (1/4" Wall Thickness)	M1
4	16" PVC Pipe Casing, SDR 26 ASTM D2241	M1
5	12" PVC Pipe Casing, SDR 26 ASTM D2241	M1
6	Cement Stabilized Bedding (2.5-Sack)	M2
7	Erosion/Sediment Control	M3
8	Traffic Control for Collector/Local Road Conditions	M4
9	Traffic Control for Alley/Easement Conditions	M5
10	Job Site Safety	M6
11	Additional Labor, Downtown Area, Water Improvements	M7
12	Additional Labor, Downtown Area, Watewater Improvements	M8
13	Material Mark-up	M9
14	Labor Mark-up (Regular Work Hours)	M10
15	Equipment Rental Mark-up (Non-Standard Equipment Only)	M11
Demolition Items		
1	Removal & Disposal of Existing Utility Mains	D1
2	Flowable Fill for Existing Pipes Abandoned In Place	D2
3	Removal & Disposal of Existing Manhole (0'-5' Deep)	D3
4	Removal & Disposal of Existing Manhole Additional Depth (> 5' Deep)	D4

Water Items

1	16" Ductile Iron Pipe Pressure Class 150, Water Main	W1
2	12" Ductile Iron Pipe Pressure Class 150, Water Main	W1
3	10" Ductile Iron Pipe Pressure Class 150, Water Main	W1
4	8" Ductile Iron Pipe Pressure Class 150, Water Main	W1
5	6" Ductile Iron Pipe Pressure Class 150, Water Main	W1
6	16" AWWA C-900 DR18, PVC, Water Main	W1
7	12" AWWA C-900 DR18, PVC, Water Main	W1
8	10" AWWA C-900 DR18, PVC, Water Main	W1
9	8" AWWA C-900 DR18, PVC, Water Main	W1
10	6" AWWA C-900 DR18, PVC, Water Main	W1
11	16" Tapping Sleeve	W2
12	12" Tapping Sleeve	W2
13	10" Tapping Sleeve	W2
14	8" Tapping Sleeve	W2
15	6" Tapping Sleeve	W2
16	16" Gate Valve & Vault (MJxMJ/FL)	W3
17	12" Gate Valve & Box (MJxMJ/FL)	W4
18	10" Gate Valve & Box (MJxMJ/FL)	W4
19	8" Gate Valve & Box (MJxMJ/FL)	W4
20	6" Gate Valve & Box (MJxMJ/FL)	W4
21	Air Relief Valve & Vault (Water Main)	W5
22	Fire Hydrant Assembly (≤ 5' Water Main Bury Depth)	W6
23	Fire Hydrant Riser (> 5' Water Main Bury Depth)	W7
24	Ductile Iron Fittings	W8
25	Dresser Coupling	W9
26	16" Tapping Saddle (2" or 1")	W10
27	12" Tapping Saddle (2" or 1")	W10
28	10" Tapping Saddle (2" or 1")	W10
29	8" Tapping Saddle (2" or 1")	W10
30	6" Tapping Saddle (2" or 1")	W10
31	2" Water Service Connection, Long (> 20')	W11
32	2" Water Service Connection, Short (≤ 20')	W11
33	1" Water Service Connection, Long (> 20')	W11
34	1" Water Service Connection, Short (≤ 20')	W11
35	Flushing Station Installation, Long (> 20')	W12
36	Flushing Station Installation, Short (≤ 20')	W12
37	Sampling Station Installation, Long (> 20')	W13
38	Sampling Station Installation, Short (≤ 20')	W13
39	Water Meter Installation (New Service Lateral)	W14
40	Water Meter & Meter Box Installation (Existing Service Lateral)	W15
41	Replace Water Meter In Existing Vault	W16
42	Stand-Alone Gate Valve & Vault Replacement / Installation Add-On	W17
43	Stand-Alone Gate Valve & Box Replacement / Installation Add-On	W18
44	Stand-Alone Water Service Connection Add-On	W19
45	Open Trenching of Water Main (0' - 5' Deep)	W20
46	Open Trenching of Water Main (5' - 8' Deep)	W20
47	Open Trenching of Water Main (8' - 10' Deep)	W20
48	Open Trenching of Water Main (10' - 12' Deep)	W20

Wastewater Items

1	18" SDR 26 ASTM D2241, PVC, Wastewater Main	WW1
2	48" Fiberglass Manhole & Cover (0'-5' Deep)	WW2
3	48" Fiberglass Manhole Barrel Adjustment And Additional Bury Depth (> 5' Deep)	WW3
4	Open Excavation	WW4

Paving Items

1	6" Concrete Pavement Repair	P1
2	4" Concrete Sidewalk Repair	P2
3	2" Asphalt Pavement Repair	P3
4	6" Base Rock Pavement Repair (Flexible Base)	P4
5	Flowable Fill / 2-Sack Backfill	P5

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Casing per the construction drawings and City of Midland standards and specifications, including all spacers, grout, embedment, detector wire, tracer tape, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

M2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Cement Stabilized Bedding Encasement (Portland Cement 2.5 Sack Cement = 235 LBS/CY) per the construction drawings, City of Midland standards and specifications, and Texas Administrative Code Title 30, Ch. 290, Sub-Ch. D Rule§290.44(e)(4)(B)(v), including all embedment, detector wire, tracer tape, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per each block measured from street intersection to street intersection, or per each street crossing between blocks.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control for Collector/Local Road Conditions per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per each block measured from street intersection to street intersection, or per each collector/local road crossed.

M5 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control for Alley/Easement Conditions per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per each block measured from street intersection to street intersection, or per each alley/easement crossed.

M6 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per each block measured from street intersection to street intersection, or per each street crossing between intersections.

M7 Includes the necessary equipment, labor, materials, and incidentals to complete work for water improvements in the downtown Midland area per the construction drawings and City of Midland standards and specifications. The downtown Midland area is considered to be the area bordered by Kansas Avenue to the north, Lamesa Road to the east, Front Street to the south, and 'A' Street to the west. Measurement and payment to be per linear foot measured along the ground surface following the water pipe centerline through all valves, fittings, structures, and appurtenances. This will be applied solely at the discretion of the Engineer or Records or the City of MIdland designee.

M8 Includes the necessary equipment, labor, materials, and incidentals to complete work for wastewater improvements in the downtown Midland area per the construction drawings and City of Midland standards and specifications. The downtown Midland area is considered to be the area bordered by Kansas Avenue to the north, Lamesa Road to the east, Front Street to the south, and 'A' Street to the west. Measurement and payment to be per linear foot measured along the ground surface following the wastewater pipe centerline through all structures and appurtenances. This will be applied solely at the discretion of the Engineer or Records or the City of MIdland designee.

M9 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M10 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M11 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

D1 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Utility Mains per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all pipes, fittings, structures, and appurtenances. All existing fire hydrants and meters removed are to be returned to the City of Midland. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, manholes, fittings, junctions, structures, and appurtenances.

D2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Flowable Fill for Existing Pipes Abandoned In Place (Portland Cement 2-Sack = 188 LBS / CY) per the construction drawings and City of Midland standards and specifications, including all plugging (wastewater) or capping (water) of the pipe to be abandoned, and appurtenances. Measurement and payment to be made per cubic yard volume of flowable fill placed in pipe abandoned in place.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Manholes to a depth of 5' per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all drop structures, other structures, base, and appurtenances. Measurement and payment to be made per each manhole removed.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Manholes at depths exceeding 5' per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all drop structures, other structures, and appurtenances. Measurement and payment to be per vertical foot of existing manhole removed below a depth of 5' measured from the lowest invert at the manhole flowline and rounded up to the nearest 0.5'.

W1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

W2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Tapping Sleeve per the construction drawings and City of Midland standards and specifications, including all joint restraints, embedment, thrust blocking, and appurtenances. Valves are addressed in a separate pay note. Measurement and payment to be made per each tapping sleeve installed.

W3 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Vault per the construction drawings and City of Midland standards and specifications, including all embedment, vault, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and vault installed. Includes valves associated with tapping sleeves. Stand alone valve replacements are addressed in a separate pay note.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Box per the construction drawings and City of Midland standards and specifications, including all embedment, valve box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box installed. Includes valves associated with tapping sleeves. Stand alone valve replacements are addressed in a separate pay note.

W5 Includes the necessary equipment, labor, materials, and incidentals for the installation of an Air Relief Valve & Vault (Water Force Main) per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, joint restraint, thrust blocking, backfill, concrete collar, and appurtenances. Measurement and payment to be made per each valve and vault installed.

W6 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Assembly to a depth of 5' per the construction drawings and City of Midland standards and specifications, including all risers, embedment, gravel sump, thrust blocking, necessary testing, and appurtenances. Measurement and payment to be made per each fire hydrant assembly installed.

W7 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Riser (> 5' Water Main Bury Depth) per the construction drawings and City of Midland standards and specifications, including all embedment and appurtenances. Measurement and payment to be made per vertical foot of riser below a water main bury depth of 5' measured from the water main invert and rounded up to the nearest 0.5'.

W8 Includes the necessary equipment, labor, materials, and incidentals for the installation of Ductile Iron Fittings per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, joint restraints, and appurtenances. All fittings are to be C153 ductile iron compact fittings. Fitting weights are established from Tyler Union Quality Waterworks Products Catalog PC-U2014, December, 2014 and payment will be made at the standard compact weight. Nuts, bolds, glands, and other associated accessories are not included as part of the fitting weight and are considered subsidiary to the weight of the fitting. Any additional required fittings not shown on the drawings will be paid for at weights established in the Tyler Union Waterworks Catalog.

W9 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Dresser Coupling per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, and appurtenances. Measurement and payment to be made per each dresser coupling / adaptor installed.

W10 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Tapping Saddle for a water service connection per the construction drawings and City of Midland standards and specifications, including all embedment, thrust blocking, and appurtenances. Measurement and payment to be made per each tapping saddle installed.

W11 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Water Service Connection per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill not including flowable fill backfill, polyethylene service line or other pipe, brass goods from the corporation stop to the brass angle valve (inclusive), meter box, and all appurtenances. Measurement to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances, and payment to be made per each water service connection installed.

W12 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Flushing Station per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill not including flowable fill backfill, polyethylene service line or other pipe, brass goods between the tapping saddle and flushing station, and all appurtenances. The flushing station will be provided by the City of Midland. Measurement to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances, and payment to be made per each flushing station installed.

W13 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Sampling Station per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill not including flowable fill backfill, polyethylene service line or other pipe, brass goods between the tapping saddle and sampling station, and all appurtenances. The sampling station will be provided by the City of Midland. Measurement to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances, and payment to be made per each sampling station installed.

W14 Includes the necessary equipment, labor, materials, and incidentals for a new Water Meter Installation as part of a new water service lateral installation per the construction drawings and City of MIdland standards and specifications, including all appurtenances. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter set.

W15 Includes the necessary equipment, labor, materials, and incidentals to set a new Water Meter and Meter Box for an existing water service lateral, or to replace an existing water meter and water meter box, per the construction drawings and City of MIdland standards and specifications, including all appurtenances. Return the existing water meter to the City of Midland. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter and meter box set.

W16 Includes the necessary equipment, labor, materials, and incidentals to Replace Water Meter in Existing Vault per the construction drawings and City of MIdland standards and specifications, including all appurtenances. Return the existing water meter to the City of Midland. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter replaced.

W17 Includes the additional necessary equipment, labor, materials, and incidentals for a Stand-Alone Gate Valve & Vault Replacement / Installation Add-On per the construction drawings and City of Midland standards and specifications, including all saw-cutting, pavement removal, unclassified excavation, removal of fittings, removal of structures, embedment, vault, joint restraint, thrust blocking, backfill not including flowable fill backfill, concrete collar, and appurtenances. Measurement and payment to be made per each valve and vault replaced or installed that is stand-alone and not connected to a larger water improvement project. Includes valves associated with tapping sleeves.

W18 Includes the additional necessary equipment, labor, materials, and incidentals for a Stand-Alone Gate Valve & Box Replacement / Installation Add-On per the construction drawings and City of Midland standards and specifications, including all saw-cutting, pavement removal, unclassified excavation, removal of fittings, removal of structures, embedment, box, joint restraint, thrust blocking, backfill not including flowable fill backfill, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box replaced or installed that is stand-alone and not connected to a larger water improvement project. Includes valves associated with tapping sleeves.

W19 Includes the additional necessary equipment, labor, materials, and incidentals for a Stand-Alone Water Service Connection Add-On per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill not including flowable fill backfill, polyethylene service line or other pipe, brass goods from the corporation stop to the brass angle valve (inclusive), meter box, and all appurtenances. Measurement and payment to be per each water service connection made that is stand-alone and not connected to a larger water improvement project.

W20 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all saw cutting, pavement removal, curb removal, sidewalk or ramp removal, unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe and other infrastructure, structures, and appurtenances. Depth measurement to be measured to the nearest 0.5' from the flowline of the pipe to the existing surface. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

WW1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Wastewater Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances.

WW2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole & Cover to a depth of 5' per the construction drawings and City of Midland standards and specifications, to the depth shown on the construction drawings and including all excavation, embedment, base, necessary testing, concrete collars, and appurtenances. Measurement and payment to be made per each manhole installed.

WW3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole Barrel Adjustments And Additional Bury Depth (> 5' pipe invert bury depth) per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, barrel adjustments, and appurtenances. Measurement and payment to be made per vertical foot measured from the lowest flowlline invert at the manhole to 5' below the rim elevation.

WW4 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Wastewater Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for Concrete Pavement Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber or rebar reinforcement, sealing, finishing, and appurtenances. Curb repair is included with this bid item and pay note. Concrete pavement joints are to typically be 10'x10' joints, and are to be no larger than 15'x15' joints. Concrete pavement joints are to typically be saw-cut or expansion joints, and must all be sealed with TxDOT DMS-6310 SL-2 sealant. Curb joint spacing is to match adjacent concrete pavement joints or be no more than 10'. Curb joints are to be expansion joints between new and existing curb, saw-cut joints everywhere else, and do not have to be sealed. Measurement and payment to be made per square yard measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for Concrete Sidewalk Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Concrete pedestrian access ramp repairs are included with this bid item and pay note. Measurement and payment to be made per square yard.

P3 Includes the necessary equipment, labor, materials, and incidentals for Asphalt Pavement Repair per the construction drawings and City of Midland standards and specifications, including all pavement, compaction, prime coat, tack coat, and appurtenances. Asphalt may be Type "D" HMAC Asphalt with PG 70-22, or either Type "B" or "C" HMAC Asphalt with PG 64-22. All asphalt is assumed to be 110 LBS / SY at 1" thick. Prime and tack coats are to be Bituminois Prime Coat (MC-30, 0.20 GAL / SY), and Tack Coat (MC-30, 0.10 GAL / SY). Measurement and payment to be made per square yard measured along the ground surface.

P4 Includes the necessary equipment, labor, materials, and incidentals for Base Rock Pavement Repair including the installation of base rock backfill (City base) per the construction drawings and City of Midland standards and specifications including all pavement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P5 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (Portland Cement 2 Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

MEMO

TO: All Project Bidders
FR: Joshua C. Ferguson, P.E. / City of Midland
DA: October 21, 2025,
RE: Water Rehab Program 02 – Anticipated Equipment List

To discuss the comments outlined below, or any other engineering issues related to this project, please call 432.685.7286 to speak with Josh Ferguson. Thank you.

Dept of Engineering Services, Engineering Services Division, has put together an Anticipated Equipment List for the City of Midland Water Rehab Program 02. The list includes equipment that the contractor may need but is in no way meant to be a final list of all necessary equipment, nor does it relieve the contractor of their obligation to have or acquire any additional equipment necessary to complete the project work. Below is a summary of the list:

- **Water Improvements**
  - Water Pump
  - Backhoe or Trenching Machine
  - Dump Truck
  - Crimpers
  - Tapping Machine (different sizes)
- **Wastewater Improvements**
  - Clay Cutters
  - Backhoe with Ramhoe and Trenching Machine
  - Dump Truck
  - Water Pump
  - Chop Saw
  - Hole Saw (4” & 6")
  - Clay Shell Cutter
  - Closed Circuit Televising
- **Pavement Patching**
  - Pneumatic Roller
  - Excavator and Jack-Hammer
  - Pavement Saw (Asphalt & Concrete)
- **Safety**
  - Shoring
  - Steel Plates
  - Traffic Control Devices
  - Ladders
  - Personnel Safety Gear

If you have any questions, please feel free to call Josh Ferguson at our office.

— JCF

Sample
Work Orders
And
Calculations

2025-2028 Term - Water Main Extension - WRP 02 Work Order

Address: _____ Start Date: _____

Completion Date: _____

GIS Sketch Complete: _____

Description of work: _____

_____

_____

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
( )" DIP Pressure Class 150				
( )" AWWA C-900 DR 18 PVC				
( )" AWWA C-900 DR 18 PVC				
( )" Pipe Casing ( )				
( )" Tapping Sleeve				
( )" Tapping Sleeve				
( )" Gate Valve & Vault (MJxMJ/FL)				
( )" Gate Valve & Box (MJxMJ/FL)				
( )" Gate Valve & Box (MJxMJ/FL)				
Fire Hydrant (≤ 5' Bury Depth)				
Fire Hydrant Riser (> 5' Water Main Bury Depth)				
Ductile Iron Fittings				
Anchor Coupling / Foster Adapter				
(x)" Tapping Saddle				
(x)" Tapping Saddle				
( )" Water Serive Connection (Long > 20')				
( )" Water Serive Connection (Short ≤ 20')				
Trenching Depth (Deep)				
Trenching Depth (Deep)				
Conctete Utility Cut Repair				
Asphalt Utility Cut Repair				
Base Rock Utility Cut Repair				
Flowable Fill / 2-Sack Backfill				
Erosion/Sediment Control				
Job Site Safety				
( ) Traffic Control				
( ) Traffic Control				
TOTAL =	------	------		

(Attach concrete/asphalt tickets)

Contractor Name (Print): _____

Quantities verified (City): _____ Quantities Agreed (Contractor): _____

initial date initial date

Sketch/Measurements

Calculations

2023-2026 Term - Water Main Extension - WRP01 Work Order

Address: Tennessee Ave. Alley WL

Start Date: 6/13/2023

Completion Date: 9/01/2023

GIS Sketch Complete: 9/01/2023

Description of work: 4" Water Main removal and replacement with new 6" Water Main along alley south of Tennessee Avenue between 'M' Street and 'N' Street.

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
( )" DIP Pressure Class 150				
(12)" AWWA C-900 DR 18 PVC	36			
(6)" AWWA C-900 DR 18 PVC	384			
(12)" Pipe Casing (AWWA C-900 PVC)	12			
( )" Tapping Sleeve				
( )" Tapping Sleeve				
( )" Gate Valve & Vault (MJxMJ/FL)				
(12)" Gate Valve & Box (MJxMJ/FL)	2			
(6)" Gate Valve & Box (MJxMJ/FL)	3			
Fire Hydrant (≤ 5' Bury Depth)				
Fire Hydrant Riser (> 5' Water Main Bury Depth)				
Ductile Iron Fittings	762			
Anchor Coupling / Foster Adapter				
(6 x 1)" Tapping Saddle	4			
(x)" Tapping Saddle				
( )" Water Serive Connection (Long > 20')				
(1)" Water Serive Connection (Short ≤ 20')	4			
Trenching Depth (0' - 5' Deep)	420			
Trenching Depth (Deep)				
Conctete Utility Cut Repair	5			
Asphalt Utility Cut Repair	40			
Base Rock Utility Cut Repair				
Flowable Fill / 2-Sack Backfill	45			
Erosion/Sediment Control	3			
Job Site Safety	3			
(Local) Traffic Control	2			
(Alley) Traffic Control	1			
Removal & Disposal of Existing Utility Mains	342			
Flowable Fill For Ex. Pipe Abandoned In Place	1.5			
TOTAL =	------	------		

(Attach concrete/asphalt tickets)

Contractor Name (Print): Example Construction Company

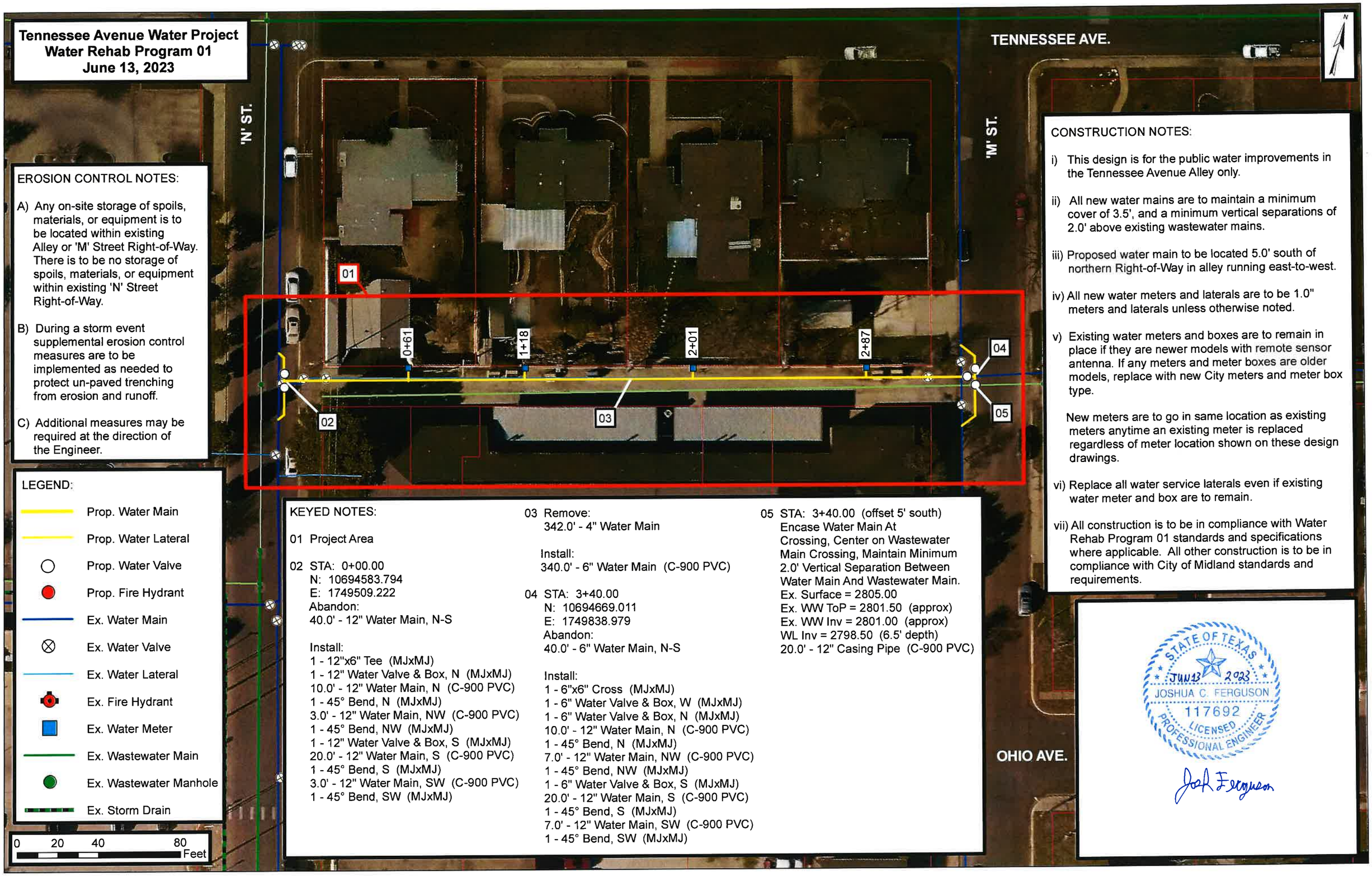
Quantities verified (City): ## 9/01/2023 (initial / date)

Quantities Agreed (Contractor): ## 9/01/2023 (initial / date)

Sketch/Measurements

Calculations
Total 12" Pipe = 20' + 5' + 5' + 3' + 3' = 36.0' Total 6" Pipe = 340' + 20' + 5' + 5' + 7' + 7' = 384.0' Total Pipe Removed = 342.0' Total 12" Pipe Abandoned = 30' + 2' + 2' = 34.0', Total 6" Pipe Abandoned = 30' + 5' + 5' = 40.0' Flowable Fill Abandoned Pipe = 34' (12" pipe) + 40' (6" pipe) = (π * ((12" / 12) / 2) ^ 2 * 34') / 27 + (π * ((6" / 12) / 2) ^ 2 * 40') / 27 = 1.3-cy ~ (round up) ~ 1.5-cy Fittings = 1 * (12"x6" Bend) + 1 * (6" Cross) + 4 * (12" 45° Bend) + 4 * (6" 45° Bend) = 1 * (119-lbs) + 1 * (79-lbs) + 4 * (102-lbs) + 4 * (39-lbs) = 762-lbs Concrete Trench Repair = Length = 5' + 5' = 10.0' >> Width = 4.0' per detail >> 10' * 4' / 9 = 4.44-sy ~ (round up) ~ 5.0-sy Asphalt Trench Repair = Length = 30' + 5' + 5' + 30' + 7' +7' + 6' = 90.0' >> Width = 4.0' per detail >> 90' * 4' / 9 = 40.0-sy

Tennessee Avenue Water Project
Water Rehab Program 01
June 13, 2023



EROSION CONTROL NOTES:

A) Any on-site storage of spoils, materials, or equipment is to be located within existing Alley or 'M' Street Right-of-Way. There is to be no storage of spoils, materials, or equipment within existing 'N' Street Right-of-Way.

B) During a storm event supplemental erosion control measures are to be implemented as needed to protect un-paved trenching from erosion and runoff.

C) Additional measures may be required at the direction of the Engineer.

LEGEND:

- Prop. Water Main
- Prop. Water Lateral
- Prop. Water Valve
- Prop. Fire Hydrant
- Ex. Water Main
- Ex. Water Valve
- Ex. Water Lateral
- Ex. Fire Hydrant
- Ex. Water Meter
- Ex. Wastewater Main
- Ex. Wastewater Manhole
- Ex. Storm Drain

0 20 40 80 Feet

KEYED NOTES:

01 Project Area

02 STA: 0+00.00
N: 10694583.794
E: 1749509.222
Abandon:
40.0' - 12" Water Main, N-S

Install:
1 - 12"x6" Tee (MJxMJ)
1 - 12" Water Valve & Box, N (MJxMJ)
10.0' - 12" Water Main, N (C-900 PVC)
1 - 45° Bend, N (MJxMJ)
3.0' - 12" Water Main, NW (C-900 PVC)
1 - 45° Bend, NW (MJxMJ)
1 - 12" Water Valve & Box, S (MJxMJ)
20.0' - 12" Water Main, S (C-900 PVC)
1 - 45° Bend, S (MJxMJ)
3.0' - 12" Water Main, SW (C-900 PVC)
1 - 45° Bend, SW (MJxMJ)

03 Remove:
342.0' - 4" Water Main

Install:
340.0' - 6" Water Main (C-900 PVC)

04 STA: 3+40.00
N: 10694669.011
E: 1749838.979
Abandon:
40.0' - 6" Water Main, N-S

Install:
1 - 6"x6" Cross (MJxMJ)
1 - 6" Water Valve & Box, W (MJxMJ)
1 - 6" Water Valve & Box, N (MJxMJ)
10.0' - 12" Water Main, N (C-900 PVC)
1 - 45° Bend, N (MJxMJ)
7.0' - 12" Water Main, NW (C-900 PVC)
1 - 45° Bend, NW (MJxMJ)
1 - 6" Water Valve & Box, S (MJxMJ)
20.0' - 12" Water Main, S (C-900 PVC)
1 - 45° Bend, S (MJxMJ)
7.0' - 12" Water Main, SW (C-900 PVC)
1 - 45° Bend, SW (MJxMJ)

05 STA: 3+40.00 (offset 5' south)
Encase Water Main At Crossing, Center on Wastewater Main Crossing, Maintain Minimum 2.0' Vertical Separation Between Water Main And Wastewater Main.
Ex. Surface = 2805.00
Ex. WW ToP = 2801.50 (approx)
Ex. WW Inv = 2801.00 (approx)
WL Inv = 2798.50 (6.5' depth)
20.0' - 12" Casing Pipe (C-900 PVC)

CONSTRUCTION NOTES:

i) This design is for the public water improvements in the Tennessee Avenue Alley only.

ii) All new water mains are to maintain a minimum cover of 3.5', and a minimum vertical separations of 2.0' above existing wastewater mains.

iii) Proposed water main to be located 5.0' south of northern Right-of-Way in alley running east-to-west.

iv) All new water meters and laterals are to be 1.0" meters and laterals unless otherwise noted.

v) Existing water meters and boxes are to remain in place if they are newer models with remote sensor antenna. If any meters and meter boxes are older models, replace with new City meters and meter box type.

New meters are to go in same location as existing meters anytime an existing meter is replaced regardless of meter location shown on these design drawings.

vi) Replace all water service laterals even if existing water meter and box are to remain.

vii) All construction is to be in compliance with Water Rehab Program 01 standards and specifications where applicable. All other construction is to be in compliance with City of Midland standards and requirements.

STATE OF TEXAS
JUN 13 2023
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

2025-2028 Term - Fire Main Extension - WRP02 Work Order

Address: _____ Start Date: _____

Completion Date: _____

GIS Sketch Complete: _____

Description of work: _____

_____

_____

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
( )" DIP Pressure Class 150				
( )" AWWA C-900 DR 18 PVC				
( )" AWWA C-900 DR 18 PVC				
( )" Tapping Sleeve				
( )" Tapping Sleeve				
( )" Gate Valve & Box (MJxMJ/FL)				
( )" Gate Valve & Box (MJxMJ/FL)				
Fire Hydrant (≤ 5' Bury Depth)				
Fire Hydrant Riser (> 5' Water Main Bury Depth)				
Ductile Iron Fittings				
Anchor Coupling / Foster Adapter				
Trenching Depth (Deep)				
Trenching Depth (Deep)				
Conctete Utility Cut Repair				
Asphalt Utility Cut Repair				
Base Rock Utility Cut Repair				
Flowable Fill / 2-Sack Backfill				
Erosion/Sediment Control				
Job Site Safety				
( ) Traffic Control				
( ) Traffic Control				
TOTAL =	------	------		

(Attach concrete/asphalt tickets)

Contractor Name (Print): _____

Quantities verified (City): _____ initial date

Quantities Agreed (Contractor): _____ initial date

Sketch/Measurements

2025-2028 Term - Utility Main Extension - WRP02 Work Order

Address: _____ Start Date: _____

Completion Date: _____

GIS Sketch Complete: _____

Description of work: _____

_____

_____

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
TOTAL =	------	------		

(Attach concrete/asphalt tickets)

Contractor Name (Print): _____

Quantities verified (City): _____ Quantities Agreed (Contractor): _____

initial date initial date

Sketch/Measurements

Calculations

2025-2028 Term - Utility Main Extension - WRP02 Work Order

Address: _____ Start Date: _____

Completion Date: _____

GIS Sketch Complete: _____

Description of work: _____

_____

_____

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description

Sketch/Measurements

Calculations

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO RCB0021059

KNOW ALL MEN BY THESE PRESENTS, THAT Boler Equipment Service, Inc. (Hereinafter called the Principal), as Principal, and RLI Insurance Company (Hereinafter called the Surety, as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of Five Percent of The Greatest Amount Bid Dollars ($ 5%GAB) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of Water Rehab Program 02.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREE that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damage.

PROVIDED, further that if any legal action be filed upon this Bond venue shall lie in Midland County, Texas.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this 20 day of November, 2025.

Principal

By Greg Boler

Address 4611 Sinclair Ave.

Midland, TX 79707

Surety

By Jessica Ervin-Battles, Attorney In Fact

Address 3100 N. A Street Bldg. D

Midland, TX 79705

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

Form Revised October 2025

BidB 2

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Deborah Ervin, Jessica Ervin-Battles, jointly or severally

in the City of Midland, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of September, 2023.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 19th day of September, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Geiger
Catherine D. Geiger — Notary Public

CATHERINE D. GEIGER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
December 05, 2026

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20 day of November, 2025

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

4259160020212

A0058D19

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 17th day of December, 20 25, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Boler Equipment Services, Inc. of the City Midland, County of Midland, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Water Rehab Program 02 together with appurtenances and incidentals.

Conditions of the Contract and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to the Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore as prepared by Engineering and Transportation Department of the City of Midland, Texas, herein entitled the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so . The initial term of the contract shall terminate on September 30, 2026, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

The SUM TOTAL of this Contract shall be: $2,000,000 Dollars and 00 Cents.

INSURANCE

Contractor shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
— Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
— Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Contractor shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. The insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Workers' Compensation coverage provided by Contractor shall inure to the benefit of employees injured during the course and scope of their employment by Contractor pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of the City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of the City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the City as an additional insured on a claims occurred basis. City shall be provided the notice by Contractor's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

Contractor shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, Contractor shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the City. The City shall not be required to provide any insurance whatsoever pursuant to this Contract.

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE OWNER AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas.

COMPLIANCE – Contractor agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Contractor agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

VERIFICATION

To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Contractor hereby verifies:

- that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- that Contractor does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Contract, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract, against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Contractor shall be deemed to have not made such verification.

RECORDS RETENTION AND PRODUCTION OF INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor shall (1) preserve all contracting information related to the Contract, as provided by the records retention requirements applicable to the City of Midland for the duration of the contract, (2) promptly provide to the City of Midland any contracting information related to the Contract, that is in the custody or possession of Contractor on request of the City of Midland, and (3) on completion of the Contract, either (i) provide at no cost to the City of Midland, all contracting information related to the Contract, that is in the custody or possession of Contractor, or (ii) preserve the contracting information related to the Contract, as provided by the records retention requirements applicable to the City of Midland.

PUBLIC INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor. agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Parties of the First Part (Owner)

By: _____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 20__ personally appeared _____, an officer of Boler Equipment Service, Inc., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____

_____
Notary Public

Form Revised November 2025

C 6

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of Water Rehab Program 02 , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised October 2025

PerfB 2

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 Water Rehab Program 02, hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20__ .

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

CERTIFICATE OF PAYMENT

(Do not sign this form until after the project's construction Is complete.)

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

Water Rehab Program 02

This document is to be signed by the undersigned (Contractor) only after all construction work for this project has been completed and accepted by the City of Midland, and after all suppliers and sub-contractors used by the undersigned for this project have been paid in full by the undersigned for any and all materials and work provided for the completion of this project. Any retainage for this project will be held by the City of Midland until after the undersigned has signed this form.

The undersigned states that all debts, bills, and expenses that were incurred by the undersigned, his agents, or subcontractors employed by him, for labor, wages, materials and other purposes furnished for the above project have been paid and satisfied in full.

The undersigned, as general contractor for the above described project agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against all claims and suits for damages, expenses, including court costs and attorney fees, arising out of or resulting from the undersigned contractor, his agents or subcontractors employed by him for expenses, warranties for items furnished, or labor performed and for any party that has supplied materials in connection with the repair or construction of the above referenced premises.

The undersigned contractor agrees to waive any and all claims it may have against the City, associated with, resulting from or arising out of the work performed at the above premises.

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all

work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above premises have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

WITNESS MY HAND on this _____ day of _____, 20_____.

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

SUBSCRIBED AND SWORN to before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

_____
Typed or printed name

CP 2

_____

My Commission expires:

Form Revised October 2025

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

The following terms as used in this contract shall be defined and interpreted as follows:

(a) “Contract” or “This Contract” or “Agreement”: The particular Contract executed by the Contractor and the Owner of which these general conditions are integral parts.

(b) “Contractor”: The person, firm or corporation to whom this Contract is awarded by the Owner and who is a party thereto.

(c) “Owner”, “City”, or pronouns instead: The entity that is a party to this Contract, contracting under the official name of the City of Midland, Texas or the City Council of the City of Midland.

(d) The words "as directed", "as required", "as permitted", "acceptable to", "satisfactory", and the words of like import, shall mean that the direction, requirement or permission of the Engineer is intended.

(e) “Engineer”: The word “Engineer” used in these specifications or in this Contract means the duly authorized representative or agent of the Owner supervising the performance of the Contract and representing the Owner in his Contractual relations and negotiations with the Contractor during the period of construction. The Engineer will be represented by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material or equipment, the classifications of material, the execution of the work, conflicting interest of Contractors performing related work and the determination of costs, the decision of the Engineer shall be final, but shall not relieve the Contractor of his responsibility for completion of the entire work in a good and workmanlike manner and in full compliance with the plans and specifications.

Inspectors are required to see that all the provisions of the Contract specifications are faithfully adhered to. Any inspector may, if authorized by the Engineer, stop the work entirely if there is not sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any work done in the absence of an inspector may be ordered opened up for thorough examination, and must be rebuilt or replaced at the Contractors sole expense if found to be deficient or not in accordance with the plans and specifications. But no approval by an inspector shall be construed as an acceptance of defective or improper work or material, which must be rebuilt or properly replaced whenever discovered. Inspectors have not the power to give orders or directions under any possible circumstances, except as herein defined and provided, and on authority of the Engineer

(f) "Subcontractor": Any person, firm or corporation other than an employee of the contractor, supplying, for and under agreement either with the Contractor or any subcontractor of the Contractor, labor or material, or both, at the site of the project in connection with this Contract.

(g) "Project": The structure or improvement to be constructed in whole or in part through the performance of this Contract.

(h) "Work on the Project": Such work as is performed or ordinarily would be performed at the site of the project.

(i) "Surety": Any firm or corporation executing a Surety Bond or Bonds payable to the Owner securing the performance of the Contract either in whole or in part.

(j) Whenever certain articles are specifically mentioned, by brand name or name of the manufacturer, such materials shall be taken as standard and guide for quality, operation, capacity, etc. The term "or equal" shall mean that articles of equal characteristics as required, but of different brand or manufacturer, may be substituted and accepted, subject in all instances to the approval of the Engineer.

(k) "Special Provisions", "Special Conditions", "Project Specific Specification" or "Job Specific Specifications" are included as amendment of and/or additions to the General Conditions and/or Standard Specifications for the particular project in which they are included and will take precedence over the General Conditions and Standard Specifications only in so far as the amendments and/or additions. All other provisions in the General Conditions and/or Standard Specifications will not be affected.

(l) "Drawings" "Contract Drawings", "Plans" "Detail Drawings" "Detail Sheets" or "Plans and Details" refers to the set of drawings which show the details for the construction and related work anticipated on this project and upon which bids are being solicited.

2. CONFLICT OF PROVISIONS

Unless it is specifically provided otherwise, any provision in any other part of this Contract which may be in conflict or inconsistent with any provision in the General Conditions and Provisions shall be void to the extent only of such conflict or inconsistency.

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall have charge of and shall be responsible for the entire work under this Contract until its completion and acceptance by the city. A competent superintendent, foreman or other representative, invested with sufficient authority to conduct the work properly, shall be maintained on the work at all times.

It is expressly agreed and understood that no decision of the Engineer or any certificate issued nor payment made to the Contractor nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Contract, nor constitute a waiver of the Contractor's responsibility to perform the entire work in a good and workmanlike manner and in accordance with the plans and specifications.

4. TIME ELEMENT

The work shall be commenced and finished within the time set out in the Form of Contract.

The time of completion of this Contract is an essential element and consideration. Since, therefore, time is of the essence thereof, and in the event of delay in the completion of the entire work required hereunder beyond the period prescribed, or beyond the period for which time may be extended by authority of the Owner for good cause shown, the Owner shall be paid damages for such delay. Inasmuch as the amount of such damages is difficult to ascertain, it is hereby stipulated and agreed that such damages shall be liquidated and the Owner shall be paid damages at the rate as set forth in the Special Provisions, said damages to be paid to the Owner for each and every day that the Contractor be in default in completing the entire work required under this Contract. The Owner shall have the right to deduct such amounts from any monies due, or which may become due, under

this Contract. In the event that no amount for such damages is shown in the Special Provisions of these specifications, it is agreed that the amount of damages shall be Five Hundred dollars ($500.00) per day.

If during the progress of the work weather conditions, or other circumstances beyond the control of the Contractor should prevail to the extent that the work cannot be prosecuted and completed within the time specified in the Contract, the Contractor shall file with the Engineer within one week of the occurrence of such delay a request for a credit on the time of completion. Unless the Contractor files such request, the liquidated damages specified above will be enforced.

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

This Contract, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that where the basis for payment under this Contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposal provided, however, that in case the actual quantity of any major item should become as much as twenty percent (20%) more than, or twenty percent (20%) less than the estimated or contemplated quantity for such items, then either party of this agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty percent (20%) of the estimated quantity.

A "Major Item" shall be construed to be any individual item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total Contract cost, computed on the basis of the proposal quantities and the Contract unit price.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Contract, as provided under "Extra Work".

PAYMENT; RETAINAGE:

On or before the 1st day of each month the Contractor shall prepare an itemized statement showing the total value of the work completed by the Contractor up to and including the 25th day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work. NO ESTIMATE WILL BE MADE ON UNCOMPLETED PORTIONS OF THE WORK.

After all work is completed by Contractor, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Contractor in the amount of the contract and all Change Orders. The City shall be the final judge of when the

work is completed by Contractor. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements.

The City may make periodic payments to Contractor; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Contractor and approved by the City. The approval shall be in the City's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the City or the City's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

FINAL COMPLETION AND ACCEPTANCE:

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion.

FINAL PAYMENT:

Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Contract and shall certify same to the Owner, who shall pay to the Contractor the balance due the Contractor under the terms of this Contract, provided he has fully performed his obligations under the terms of this Contract. Notwithstanding any provision of these Contract Documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the certificate of acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good and workmanlike manner and a full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract Documents.

6. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payment otherwise due to the Contractor, as in this judgment may be necessary to cover:

(a) Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.

(b) For defective work not remedied.

(c) For failure of the Contractor to make proper payments to his subcontractors.

7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors employed by him, for labor, wages, materials and other purposes, in the furtherance of this

project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

The Owner, upon proper action by its governing body, may require changes in this Contract, or additions to, or deductions from the work to be performed or the materials to be furnished pursuant to this Contract. No employee, agent or representative of the Owner, with the exception of the governing body authorized to award this Contract, has any power to approve any change in this Contract and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the Owner. No charge for any extra work or other change in the Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, or its duly authorized representative, and the price therefore is stated in such written authority.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions to or deductions from the quantities of units or items bid upon in the proposal schedules, shall be paid for in accordance with the provisions of the Specifications, at the unit and/or lump sum prices bid in such proposal schedules.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions of items not appearing in the proposal schedules, or addition of work of such a nature that unit and/or lumps sum prices contained in the proposal schedules cannot reasonably or equitably be applied to provide proper payment therefore, the payment to the Contractor for such work shall be determined by one or more of the following methods:

(a) By an acceptable lump sum proposal from the Contractor.

(b) By unit prices contained in the Contractor's proposal and incorporated in the Contract or fixed by subsequent agreement between the Owner and the Contractor.

(c) By a cost method pursuant to which the Contractor shall be paid the costs of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition, together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost.

In computing the cost, there shall be considered reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for social security, old age and unemployment benefits and workmen's compensation insurance and surety bond premium. In computing cost of machinery and equipment involved in additional work, the amount to be paid shall be not more than one hundred percent (100%) of the latest schedule of "Equipment Ownership Expense" adopted by Associated General Contractors of America. No overhead and profit shall be allowed on the deductions for Social Security, old age and unemployment benefits. All other expenditures shall be treated as overhead costs.

No extra work shall be performed or change made unless in pursuance of a written order from the Owner stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligated or may obligate the Owner to pay additional compensation to the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) days period shall be deemed a waiver and relinquishment of any such claim against the Owner. The procedure for consideration of such claims shall be as stated in this Article.

9. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

10. SUBCONTRACTORS

Specialty subcontractors may be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that performance of the specialty work by Specialty subcontractors will result in increased costs or inordinate delays.

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any Contractual relations between any subcontractor and the Owner. The Contractor shall ensure that the sub contractor has the insurance coverage required by this contract.

The Owner's consent to or approval of any subcontract under this Contract shall not in any way relieve the Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provisions of this Contract.

11. SUSPENSION OF WORK

Pending settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such, nor shall he be entitled to extension of time, although such extension of time may be granted by the Engineer if he deems it in the interest of the work.

12. RIGHT OF OWNER TO TERMINATE CONTRACT

If, in the opinion of the Engineer, the Contractor shall be improperly performing the work under this Contract, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if, any time, the Engineer shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or if the Contractor shall abandon the work, or shall neglect or refuse to comply with the instructions of the Engineer relative thereto, or shall fail in any manner to comply with the Specifications or Stipulations herein contained, the Engineer shall notify the Contractor to that effect in writing, and if the Contractor shall not within five (5) days thereafter take such measures as will, in the judgment of the Engineer, insure the satisfactory performance or construction of the work, the City may annul and cancel the Contract, in which event it shall notify the Contractor to discontinue all work under this Contract, and the Contractor shall immediately respect such notice and stop work and cease to have any rights to the possession of the ground and shall forfeit his Contract. Such annulment shall not entitle the Contractor to any claim for damages on account thereof, nor shall it affect the right of the City of Midland to recover damages on account of such failure. The City Council may thereupon advertise and re-let a new Contract for the uncompleted work without further ordinance, in the same manner as was followed in the letting of this Contract, and any excess of cost arising there from over and above what would have resulted from the prices set forth in this Contract will be charged against the Contractor and his surety or sureties hereto, who shall be liable therefore.

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the City should fail to make payment to the Contractor within thirty (30) days after such payment is due, as set out in the Contract, then the Contractor may, upon seven (7) days written notice to the City and the Engineer, stop work or terminate his Contract and recover from the City payment for all work executed and for any loss sustained upon any plant or materials and reasonable profit and damages.

14. INCIDENTAL WORK

Any and all minor details of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of and included with the work for which the prices are named in the Contract Documents. The Contractor will not be entitled to any extra or additional compensation therefore, unless specifically stated otherwise.

15. PERMITS – COMPLIANCE WITH LAW

The Contractor shall, at his expense, obtain all permits and licenses necessary for the performance of this Contract, and give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Contract.

Portions of this contract qualify for exemption pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The Contractor shall obtain a sales tax exemption certificate from the City. All labor performed on the project and all materials incorporated into the project qualify for such tax exemption. However, equipment and parts for equipment purchased to be used on the project, but are not incorporated into the project; do not qualify for said tax exemption. Contractor shall issue a resale certificate in lieu of paying such sales tax for all

materials incorporated into the project. Further Contractor shall separate the charges for materials incorporated into the project from the charges for labor.

16. INSPECTION BY OWNER

The Owner and its representatives shall at all times have access to all parts of the work and to the shops wherein the work is in preparation for the purpose of inspection, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

The Owner shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expense to the Contractor. No inspector shall have the power to waive the obligation resting upon the Contractor to furnish good material or do work as herein prescribed, and any failure or omission of any inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly rebuild the same at any time upon discovery of the defect and upon receipt of notice of the Engineer to do so.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out any portion thereof, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his subcontractor, he shall defray all the expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and materials necessarily involved in such examination and replacement, plus fifteen percent (15%) for overhead and profit, shall be allowed the Contractor.

Where the Specifications require work to be specifically tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval or consent thereto by the Owner. Should any such work be covered up without such notice, approval or consent, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

17. PATENTS

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including all costs and legal expenses, for or on account of, any patented or unpatented invention, process, article or appliance, manufactured for or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract.

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the prosecution of the project to the end that the Contractor may perform this Contract in the light of such other Contract, if any.

Nothing herein contained shall be interpreted as granting the Contractor exclusive occupancy of the site of the project. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the Owner shall decide which Contractor shall cease work temporarily and which shall continue, or whether the work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. The Owner shall not be responsible for any damages suffered or extra costs incurred by the Contractor, resulting directly or indirectly from the award or performance or attempted performance of any other Contract or Contracts on the project, or caused by any decision or omission of the Owner respective to the order of precedence in the performance of Contracts.

19. NOTICE AND SERVICE THEREOF

Any notice from one party to another under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, if the notice is given to the Owner, (a) by personal delivery thereof to the individual duly authorized to direct and supervise the project of the Owner, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the City of Midland, 300 North Loraine Street, Midland, Texas, 79701, postage prepaid and certified; or if the notice is given to the contractor (a) by personal delivery thereof to the project superintendent or other person authorized to act for the contractor, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the Contractor at his regular place of business or at such other address as may have been established for the conduct of the work under this Contract, postage prepaid and certified; or (c) if the notice is given to the Surety or any other person by personal delivery to such Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or other person, at the address of such surety or other person last communicated by him to the party giving the notice, postage prepaid and certified.

20. QUALITY OF MATERIALS AND WORKMANSHIP

It is the intention of this Contract to have only first class materials and the best workmanship throughout, and the methods and appliances adopted by the Contractor must be such as will secure a satisfactory quality of work and will enable him to complete the work in the time agreed upon. If at any time such methods and appliances appear inadequate, the Engineer may order the Contractor to improve their character or increase their efficiency, and the Contractor must conform to such order; but the failure of the Engineer to order such improvement of methods or increase of efficiency will not relieve the Contractor from his obligations to perform good work or finish it in the time agreed upon. The Contractor shall submit samples or specimens of any and all materials proposed to be used in the work when required to do so by the Engineer. All materials must be of specified quality and fully equal to approved samples. All work must be done and completed in a thorough and workmanlike manner. All materials furnished and all work done must be satisfactory to the Engineer and will be subject to rigid inspection, and if not in accordance with the Specifications in the opinion of the Engineer, shall be made to conform thereto.

It is understood that except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence of temporary

construction of every nature, and all other services and facilities required for the completion of the Contract within the specified time.

21. SPECIAL METHODS

The Engineer may consent to special methods for carrying out the work in difficult cases, but the Contractor will not be relieved of responsibility for the result. The Contractor shall be responsible for the result of all work performed by him whether directed by the Engineer or not.

22. REMOVAL OR REPLACEMENT OF WORK DONE WITHOUT LINES OR GRADES

Any work done without lines or grades given by the Engineer or under his direction or without the supervision of an inspector, may be ordered removed and replaced by the Engineer at the Contractor's expense.

23. COVERING WORK

No work shall be covered until it has been examined and approved by the Engineer.

24. UNFAVORABLE WEATHER

During unfavorable weather and other adverse conditions, only such portions of the work may be done which will not be damaged thereby, unless by special means or precautions approved by the Engineer.

25. ALL WORK SUBJECT TO FINAL INSPECTION

Failure to neglect on the part of the Engineer or his inspectors to condemn or reject bad or inferior work or materials shall not be construed to imply his acceptance of such work or materials if it becomes evident at any time prior to the final acceptance of the work and the release of the Contractor.

26. PUBLIC CONVENIENCE

When materials for construction are brought on the work site they shall be neatly piled so as to cause as little obstruction to travel as possible, and so that they may be conveniently inspected.

No material or other obstruction shall be placed within five (5) feet of fire hydrants, which must at all times be readily accessible to the fire department, nor shall any material be piled within two (2) feet of any trees.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion, and final acceptance by the Owner.

The Contractor shall provide such heat, covering and enclosures as are necessary to protect all work and materials against damage by weather conditions.

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavement, utilities, adjoining property, and structures, and avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

If required by the Engineer, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations, and other parts of all existing structures adjacent and adjoining the site of the Project, which are in any way affected by the excavations or other operations connected with the completion of the work under this Contract. Whenever any notice is required to be given by the Owner or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work under this Contract, such notice shall be given by the Contractor. The Contractor shall indemnify the Owner and save it harmless from any damages on account of settlement or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

During the progress of the work the convenience of the public and of the residents along streets must be provided as far as practicable. Convenient access to driveways, houses and buildings along streets must be maintained whenever possible.

Temporary approaches and crossings of streets and sidewalks must be provided and kept in good condition whenever practicable.

The Contractor shall provide and maintain such fences, barriers, "Street Closed" signs, red lights and watchmen as may be necessary to prevent avoidable accidents to residents and to the public.

The Contractor alone shall be held responsible for all injuries to persons, and for all damages to property of the City or others, caused by or resulting from the negligence of himself, his employees or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. He must restore all injured public or private property to a condition as good as it was when he entered upon the work, purchasing new materials to replace all that which is injured or destroyed during the course of the work.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act.

27. TRAFFIC CONTROL

It is the policy of the City of Midland to keep at least two travel lanes open to traffic at all times and where possible to have three travel lanes between 7:30 a.m. and 9:00 a.m. and 4 p.m. and 6 p.m. (Two (2) lanes in the direction of peak travel).

At least 48 hours before beginning work the contractor shall present a traffic control and/or barricade plan prepared as per the approved Barricading Standards to the Traffic Engineering Division for review and approval. When approved and barricades are in place, they shall be inspected by the Traffic Engineering Division prior to beginning work.

Traffic control signs, such as stop signs, yield signs, etc., are placed in various intersections for the safety and protection of the traveling public. The contractor shall not move, alter or damage said signs for any reason. If said signs must be removed for construction purposes, contractor shall notify the City of Midland, Traffic Division Operations Superintendent at least 48 hours (not including weekends) before construction activities are scheduled to begin. All construction barricading, warning signs, and other construction traffic control devices shall be in place and shall be in accordance with the Texas Manual on Uniform Traffic Control Devices and approved Barricading Standards included in plans before traffic signs can be removed. The contractor shall notify the Traffic Division Operations Superintendent at least 72 hours (not including weekends) before

scheduled removal of construction barricades, warning signs, and traffic control devices. But in all cases the contractor shall not remove said barricades, warning signs, and traffic control devices until the City of Midland's Traffic Department has replaced stop signs, yield signs, etc., in their proper location. The Contractor shall notify Traffic Engineering Division at least 24 hours in advance of any Traffic Signal modification due to construction (i.e. eliminating left turn phases). Notice shall also be given to the Traffic Engineering Division at least 24 hours prior to removing barricades at signalized intersections.

28. PROTECTION OF NEW WORK

All new work shall be carefully protected by the Contractor, and any work injured from any cause before the completion of the whole project must be rebuilt by the Contractor at his own expense.

29. MONUMENTS OR STAKES

The Contractor must carefully protect from disturbance or injury all monuments, stakes and bench marks, of City County, State or Federal Government and shall not excavate nearer than five (5) feet to any of them without the permission of the Engineer, or until they have been removed, witnessed or otherwise disposed of by the Engineer.

30. USE OF COMPLETED PORTIONS

The City shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding the time for completing the entire work on such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both as the Engineer may determine.

The Owner, in taking possession of completed portions, shall agree to accept the decision of the Engineer on matters relating to responsibility for damages that may occur to any portions of the work during the period of possession preceding acceptance and final payment.

31. USE OF PREMISES

The Contractor shall confine his apparatus, storage of materials and construction operations to such limits as may be directed by the Owner, and shall not unreasonably encumber the premises with his materials.

The Contractor shall enforce any instructions of the Owner regarding advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

32. SAFETY RESTRICTIONS

The following procedures will be followed regarding the subject item on this contract:

A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

Equipment that may be operated within ten feet of high voltage lines shall have an insulating cage type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company who will erect temporary mechanical barriers, de – energize the line, or raise or lower the line. The notifying department

The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

No person shall work within six feet of high voltage line without precautions having been taken and protection provided as outlined in Paragraph (3) above.

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

Contractor shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
— Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
— Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit -
	Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Contractor shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the

work that is the subject of this Contract. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Workers' Compensation coverage provided by Contractor shall inure to the benefit of employees injured during the course and scope of their employment by Contractor pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of the City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of the City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the City as an additional insured on a claims occurred basis. City shall be provided the notice by Contractor's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

Contractor shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, Contractor shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the City. The City shall not be required to provide any insurance whatsoever pursuant to this Contract.

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

34. INDEMNIFICATION

INDEMNITY: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CONTRACTOR, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS

CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE OWNER, THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE CONTRACTOR OR THE CONTRACTOR'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE CONTRACTOR, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE OWNER AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF THE CONTRACTOR OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

35. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES OWNER, OWNER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH CONTRACTOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR OWNER'S NEGLIGENCE.

36. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Owner; that Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between Owner and Contractor, its officers, agents, employees, contractors and subcontractors; and

that nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor. No person performing any of the work and services described hereunder by Contractor shall be considered an officer, agent, servant or employee of the Owner. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Contractor shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Owner does not have the power to direct the order in which the work is done. The Owner shall not have the right to control the means, methods or details of the Contractor's work. Contractor shall assume exclusive responsibility for the work. Contractor is entirely free to do the work in its own way.

37. QUALIFICATIONS FOR EMPLOYMENT

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the Project under this Contract. No person under the age of sixteen (16) years shall be employed on the project under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract: Provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mentally defective shall be employed on the project under this contract.

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each of his subcontractors shall prepare payrolls for the workers on the Project. Not later than the seventh (7th) day following the payment of wages, the Contractor shall transmit to the Owner, if requested, a certified legible copy and two confirmed copies of such payroll.

Such copies of payrolls shall be accompanied by substantial proof that all bills for services rendered and materials supplied have been duly paid and by such other data as the Owner may require.

39. POSTING WAGE RATES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

40. PAYMENT OF EMPLOYEES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

The Contractor agrees that, in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this Article may be in addition to other amounts that may be retained by the Owner pursuant to other provisions of this Contract.

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

The wages of each laborer and mechanic engaged in work on the project under this Contract shall be computed on a basis of eight (8) hours per day, eight (8) hours continuous employment except for lunch periods, constituting a day's work.

Legal holiday work shall be paid for at the regular governing per diem wage rates.

Work in excess of 40 hours per week shall be paid for at 1 ½ times the basic rate of pay.

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

The Contractor will not be permitted to work on Sundays or legal holidays except in an emergency and then only upon written permission of the Engineer.

Any work necessary to be performed after regular working hours and when permitted on Sundays or legal holidays, shall be performed without additional expense to the Owner.

No work on any Contract item will be permitted before daylight or later than one hour after sundown.

44. CONTRACT SECURITY

The Contractor shall furnish a performance bond and payment bond in an amount equal to one hundred percent (l00%) of the amount of the Contract as security for the faithful performance of the Contract, including the payment of all persons performing labor on the project and furnishing of materials in connection with this Contract. All Bonds must be executed in five (5) original counterparts by a corporate surety authorized to do business in the State of Texas. Bonds executed by individuals or any other than recognized and authorized corporate surety companies will not be acceptable.

45. DELAYS

The Contractor shall receive no compensation for delays or hindrances to the work, except when, in the judgment of the Engineer, direct or unavoidable extra cost to the Contractor is caused by such hindrances or delays. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor, as provided in Paragraph 18 hereof. Such claim, if found correct, will be approved, and the decision of the Engineer whether extra cost has been incurred and the amount thereof, shall be final. If delays are caused by specific orders to stop work, given by the Engineer, or by the performance of extra work, or by unforeseen causes beyond the control of the Contractor, or by the failure of the Owner to provide materials or necessary instructions for carrying on the work, or to provide the necessary right-of-way or site for installation,

then delay will entitle the Contractor to an equivalent extension of time. Application for extension of time must be approved by the Owner and, shall not release the Sureties from their obligations, which shall remain in full force until the discharge of the Contract.

LATE COMPLETION; LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

In the event Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then Contractor and Contractor's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the City $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that Contractor shall be in default after the time stipulated in the contract for completing the work. Further, the City shall have the right to cancel this contract for such delay. In the event the City cancels this contract pursuant to the terms of this section, the City shall pay to Contractor only those monies deemed appropriate by the City, in its sole discretion, to compensate Contractor for any work actually performed, less any liquidated damages Contractor owes the City.

The said amount is fixed and agreed upon by and between Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that Contractor shall not be charged with liquidated damages or any excess cost when the City determines, in its sole discretion, that Contractor is without fault and Contractor's reasons for the time extension are acceptable to the City. Provided, further, that Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that Contractor shall, within ten (10) calendar days from the beginning of such delay, unless the City shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify Contractor within a reasonable time of its decision in the matter.

CONTRACTOR AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM CONTRACTOR AS LIQUIDATED DAMAGES FOR CONTRACTOR'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

CONTRACTOR SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO CONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. CONTRACTOR'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.

46. ERRORS AND OMISSIONS

The Contractor will not be permitted to take advantage of any error or omission in these specifications. Suitable instructions will be given by the Engineer when such error or omission is discovered.

47. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the Specifications and Drawings, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as part thereof and of the Contract. Anything mentioned in these specifications and not mentioned or shown in the drawings, or shown in the drawings and not mentioned in these specifications, shall be done as though shown or mentioned in both. The Engineer will furnish from time to time, such detailed drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

In the event of any discrepancy between the plans and these specifications, the decisions of the Engineer will be decisive thereon. The written dimensions on the plans are to be taken as correct, but the Contractor is required to check carefully all dimensions before beginning work thereon. Should any errors or omissions be discovered, the Engineer's attention shall be called to the same, and the proper corrections made. All notes on the plans shall be carefully observed by the Contractor and are a part of the Contract.

48. CONSTRUCTION STAKING

The Engineer will furnish a complete set of plans and profiles and set control stakes at fifty foot (50') intervals along the entire length of the project and at such control points he deems necessary for proper execution of the work. The Contractor will thereafter be required to lay out the work accurately and furnish at his own expense, all lines, levels, and dimensions necessary to the proper and correct execution of the entire work and be responsible for any errors resulting from his own work.

The Contractor shall give the Engineer at least 36 hours notice in writing before requiring stakes to be set on any new portion of the work, and he shall state clearly in such notice the exact locality or localities where such stakes are needed for immediate use.

The Contractor must satisfy himself, before commencing work, as to the meaning or correctness of all stakes or marks, and no claim will be entertained by the Owner for or on account of any alleged inaccuracies, or for the alterations subsequently rendered necessary on account of such alleged inaccuracies unless the Contractor notifies the Engineer thereof in writing before commencing to work thereon.

The Contractor will at all times conduct the work in such a manner as to prevent damage to construction stakes set by the Engineer. When construction stakes are damaged to such extent that they must be reset, as a result of carelessness or negligence on the part of the Contractor or his workmen, the costs thereof shall be kept by the Engineer and shall be deducted from the moneys due or to become due the Contractor under the terms of his contract.

Benchmark and survey stakes shall be preserved by the Contractor, and in case of their destruction or removal by him or his employees, they will be replaced by the Engineer at the Contractor's expense.

49. SANITATION

The Contractor shall provide suitable drinking water receptacles or containers equipped with dust-tight covers and spigots or faucets. A supply of sanitary paper drinking cups shall be kept on hand for general use near the drinking water containers. The use of common drinking cups or tin cups will not be permitted.

The Contractor shall furnish "Porta-Johns" or other approved sanitary facilities for use by all workers on the Project. Such facilities shall be placed and kept in close proximity of the site where work is being performed. Such facilities shall be properly serviced and maintained.

The Engineer may establish such other sanitary rules and regulations as may seem necessary and desirable to the safe prosecution of the work, such rules and regulations to apply to all forces employed under this Contract, and if, the Contractor fails to observe and enforce these rules, the Engineer may enforce them at the expense of the Contractor.

50. WATER FOR CONSTRUCTION

The Contractor may obtain all water necessary for construction purposes from the Municipal Waterworks System at the regular customer service rate, but the Contractor must make all necessary arrangements with the Director of Utilities for necessary connections and meters. The Contractor must make his own provisions and provide such equipment as is necessary for conveying water from point of service to point of use. No extra compensation will be allowed and the Contractor shall anticipate the expense connected herewith and absorb said expense in the prices bid for the various bid items.

51. SEQUENCE AND SPEED OF WORK

The Engineer shall direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used appear to the Engineer as insufficient and improper for securing the quality of work required or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character and the Contractor shall conform to such order. The

failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

52. INSPECTION AND TESTING OF MATERIAL

The sampling and testing of materials used or proposed to be used in the construction of this project will be made by the Engineer, his designated representative or certified testing laboratory personnel in accordance with methods prescribed by the American Society of Testing Materials and/or the American Association of State Highway Officials, with subsequent approved revisions made prior to the date of the Proposal. The selection of the method of test shall be designated by the Engineer. The Contractor shall bear the cost of all tests required before a material or a method is approved for use on the job, unless the Owner specifically agrees to bear the cost of these tests.

All tests required by the Owner after materials and/or methods have been approved and after they have been incorporated or used in the job will be paid for by the Owner, except if the Owner's tests reveal non-conformance with the specifications, subsequent tests on that part of the work required to determine if the replaced or reworked material meets the specifications, will be paid for by the Contractor. The City will pay only one time for any required testing.

The following is a summary of test required for the approval of materials or methods:

Material	**Test**
Subgrade	Maximum density, optimum moisture
Caliche Base:	Maximum density, optimum moisture, hardness, gradation, liquid limit, plasticity index, Texas Triaxial Classification
Aggregates for hot-mix:	Gradation, unit weight, abrasion, soundness, liquid limit, plasticity index, density
Asphalt, emulsions and tars:	Certified plant test and certificates of compliance with each shipment
Hot- Mix asphaltic concrete:	Design mix, swell test, stripping test
Portland cement concrete pavement:	Design mix with test cylinders

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the Owner's representative or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in the work.

The Owner may, at its discretion, approve materials and/or methods for use on this project without testing when they are from sources previously tested and approved for City of Midland projects.

53. CONSTRUCTION SCHEDULE

It shall be the responsibility of the Contractor to furnish the Construction Engineer prior to construction a schedule out – lining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean – up.

54. PROFILES AND ELEVATIONS

Profiles and elevations of the ground are shown on the plans hereto attached. These profiles and elevations are believed to be reasonably correct, but are not guaranteed to be absolutely so, and are represented only as an approximation. Elevations are referred to datum given by the Engineer.

55. CLEANUP

During the progress of the work, the Contractor shall maintain the work area in a reasonably clean and safe condition. Dirt, debris, excess excavation and other objectionable materials shall be removed from the site and disposed of on a daily basis.

After completion of all the work contemplated to be done in accordance with the detailed plans and these specifications, the premises and area along the entire line of the work shall be thoroughly cleaned up and all remaining structural materials, excess or surplus excavation and debris of any nature shall be removed and disposed of in a satisfactory manner and as directed by the Engineer. The site of all work shall appear neat and finished. All portions of the project when completed shall be ready for use or occupancy.

No compensation or payment shall be made for any cleanup work. The price for such cleanup work shall be absorbed in the items covered in the proposal.

56. GUARANTEE

The contractor shall and hereby does guarantee: (1) all work performed by him directly and all work performed by his subcontractors; (2) that all material specified; and (3) that any defect due to improper workmanship or material discovered and made known to him within one year (1) f the date of final acceptance of the improvements shall be repaired, replaced, corrected or otherwise made good by him without additional expense to the Owner. The Contractor shall, in case of work performed by his subcontractors and where guarantees are required, secure guarantees from said subcontractors and deliver copies of same to the Engineer upon completion of the work.

57. WAIVER OF ATTORNEY FEES:

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN

THE OWNER AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

58. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way that would direct application of the laws of another jurisdiction.

59. SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

The City's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this agreement, Contractor or his legal representative, shall give the City Manager or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one hundred and twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Contractor will settle, the physical and mailing addresses of Contractor at the time and date the claim was presented and the physical and mailing addresses of Contractor for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Contractor relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Contractor's failure to comply with the requirements herein shall perpetually bar Contractor's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages. Contractor agrees that the requirements of this entire Agreement are reasonable.

62. ASSIGNMENT

Contractor shall not, either directly or indirectly, assign all or any part of this contract or any interest, right or privilege herein, without the prior written consent of the owner. The issue on whether or not to grant consent to an assignment is in the sole discretion of the owner.

63. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

64. PROMPT PAY ACT

The owner and contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

65. OTHER FEDERAL REQUIREMENTS

Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Updated October 2025

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: http://www.midlandtexas.gov/

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Boler Equipment Service, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A - No Relationship

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A - No Relationship

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

11.20.2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jessica Ervin-Battles
ERVIN INS AGENCY 3100 North A Street Bldg D Midland, TX 79705	PHONE (A/C, No, Ext): (432)682-3717 FAX (A/C, No): E-MAIL ADDRESS: jessica@ervinins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Mid-Continent Casualty	23418
INSURER B: Liberty Mutual Insurance Company	23043
INSURER C: Texas Mutual Insurance Company	22945
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Boler Equipment Service
PO Box 80428
Midland, TX 79708

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	04GL1139205	7/13/2025	7/13/2026	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 $ 100,000 $ 0 $ 1,000,000 $ 5,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAS60891370	3/2/2025	3/2/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	04XS241065	7/13/2025	7/13/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001118970	7/13/2025	7/13/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine-Rented Equipment			04CIM54825	7/13/2025	7/13/2026		$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Install New Gas Pumps, Tanks, Piping, and Canopies. Installation of Underground Utilities.
The City of Midland is listed as an Additional Insurend, on a claims occurred basis, on all policies listed aboce. The Insured and insuror hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance captioned above.

CERTIFICATE HOLDER

City of Midland
PO Box 1152
Midland, TX 79702

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

Melissa Irvin

© 1988-2015 ACORD CORPORATION. All rights reserved.

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. Bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

Included in this **Water Rehab Program 02** will be the removal, replacement, relocation, placement, and installation of existing and proposed water infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embankment, embedment, backfill, compaction, form work, pavement repair, sidewalk repair, concrete joint sealing, erosion control, traffic control, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

In addition to the regular scope of work, included in this Water Rehab Program 02 will also be the removal, replacement, relocation, placement, and installation of existing and proposed wastewater infrastructure for a single existing wastewater manhole and its proposed replacement wastewater manhole infrastructure and appurtenances, including all necessary project and construction elements and responsibilities as described in the previous paragraph.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the program, or the entire program, at any time before the Contractor begins any construction work authorized by the Owner. This applies to the individual projects assigned throughout the course of this program, and does not refer to the start of work for the program as a whole.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

2. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

In the construction drawing set any written or noted dimension takes precedence over dimensions measured based on the drawing scale unless otherwise directed by the Engineer.

Any changes or revisions made as part of an Addendum for this project take precedence over the original bid packet and construction drawing set where the documents are in conflict.

3. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

4. PAYMENT:

The Contractor will receive full payment from the Owner for each work order when the work order is 100% complete. Payment will not be made prior to a work order being 100% complete, and payment will be made for material installed, not for material delivery. This will apply to all Bid Items.

Only one (1) Open Trench Depth bid item will apply at a time to any given length of open trench excavation. These bid items are not stacked when determining payment for open trench excavation.

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work. The City of Midland reserves the right to require additional safety measures on the project site at any time if they are needed in the opinion of the Engineer for the safety of the work crews or public.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

The following procedure will be followed regarding the subject item on this contract:

1) A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

   "**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

2) Equipment that may be operated within ten feet of high voltage lines shall have an insulation cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

3) When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

4) The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

5) No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph (3).

7. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Construction Manager no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways). Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Construction Manager of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion. For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Construction Manager, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.

7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

At other times as shown on the approved TCP, or as otherwise directed by the City.

8. COMPLETION OF WORK:

Any work assigned to the Contractor is to be considered part of a work order, and completion of the assigned work occurs when the work order is 100% complete. A work order may only be completed after all utility, paving, sidewalk, erosion control, traffic control, and site cleanup work has been completed. All work must be inspected by the City's Inspector or Engineer before being accepted, and the City's inspector or Engineer and the Contractor must sign or initialize the finalized work order before it is considered 100% complete.

Work orders that are considered 100% complete and are signed or initialized are final and no subsequent changes, additional, reductions, or corrections will be made to the quantities listed on the work orders. The only exception that may occur will be at the sole discretion of the Engineer, who may add quantities to the work order for work that was performed but not accounted for in the original signed or initialized work order.

Errors in the unit prices used to calculate totals for work orders may be corrected by the City's Inspector or Engineer after work orders are signed and initialized so long as no change is made to the original work order quantities – OR – the Contractor may request that a new work order with the correct unit prices be provided for fresh signatures or initials. Quantities for work orders will remain fixed after the original work order is signed or initialized regardless of whether or not corrections are made to the unit prices and returned for a second round of signatures or initials, except as stated in the previous paragraph.

9. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

10. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc. Contractor must notify affected properties no less than two (2) business days prior to any planned access interruptions.

Contractor must coordinate with the City of Midland regarding any planned access interruptions for public Right-of-Way, or to restore any public infrastructure damaged during construction activities.

Steel plates or equivalent means must be used as needed to enable vehicle access across a trench that would otherwise prevent access to a private property unless construction work is actively taking place at this location. These temporary measures are to be kept in place any time construction activity is not actively taking place, or until the trench pavement repair is complete.

11. PROPERTY AND RIGHT-OF-WAY SERVICE:

Service to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. Such services include water, wastewater, fiber, cable, electric, and gas. Contractor must notify affected properties no less than two (2) business days prior to any planned service interruption.

Contractor must coordinate with the City of Midland regarding any planned service interruptions for public water or wastewater, or to restore any public infrastructure damaged during construction activities.

Contractor must coordinate with private service providers for any necessary service interruptions to their infrastructure or to restore service to their infrastructure in the event that a private service is disrupted, damaged, etc. during construction.

12. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

13. CONSTRUCTION STAKING:

The Contractor has sole responsibility for construction staking.

It is the responsibility of the Contractor to provide the project construction staking at fifty-foot (50’) intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

14. SURVEY:

The Contractor has sole responsibility for construction survey.

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

15. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

> Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

Concrete is only to be placed when the ambient temperature is between 40 degrees and 95 degrees Fahrenheit and the ambient temperature in the shade is higher than 40 degrees Fahrenheit or is 40 degrees Fahrenheit and rising.

All concrete pavement joints are to be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland approved equal. This will not apply to curb or sidewalk joints.

No construction materials are to be placed or installed during rain events unless they are necessary to resolve an emergency situation or to facilitate the project site erosion control measures.

16. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

17. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

Existing fire hydrants and existing water meters indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. These are ancillary to the project and will not be paid as separate items.

18. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section). The slump test is to be performed once for every cylinder set (3 cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

Water Pipes & Fittings – Perform Pressure Testing and Bacterial Testing (Bac T)/Chlorination testing for all water mains and fire hydrants.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square

inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

Wastewater Gravity Pipes/Manholes – Perform air testing, mandrel testing, hydrostatic testing, and closed circuit televising (CCTV) for all wastewater mains and manholes.

- Air Test – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Storm Water, Part 3.14, Testing Gravity Mains And Manholes.

- Mandrel Test – A successful mandrel pull is required for all wastewater pipes installed.

- Hydrostatic Testing – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Stormwater Specifications, Part 3.14, Hydrostatic Testing.

- Closed Circuit Televising (CCTV) – Provide CCTV video of the wastewater mains for the full length of the wastewater system installed, including through all wastewater structures. CCTV video is not required for wastewater laterals unless directed by the Engineer.

Force Mains & Fittings (Wastewater & Storm Drain) – Perform pressure testing for all wastewater and storm drain force mains.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

Storm Drain Pipes & Structures – Perform as-built survey and closed circuit televising (CCTV) for all storm drain pipes and structures.

- As-Built Survey of Storm Drain Pipes & Culverts – Provide as-built survey shots at fifty-foot (50’) intervals along the storm drain pipe or culvert at the top of the pipe or culvert installed.

- As-Built Survey of Storm Drain Structures – Provide as-built survey shots at the inverts of all storm drain structures that are installed to verify the storm drain grades, including all manholes, junction boxes, and inlets.

- Closed Circuit Televising (CCTV) – Provide CCTV video of the storm drain for the full length of the storm drain system installed, including through all storm drain structures. CCTV video is not required for storm drain laterals unless directed by the Engineer.

19. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

Contractor is to comply with all accepted industry standards for means, methods, and details of work to be performed, as well as with any specific requirements of the City of Midland.

Contractor is to comply with any specific order of construction as directed by the City of Midland, but is otherwise free to conduct the work in the order which the Contractor sees fit.

Contractor agrees to comply with any specific direction or requirement of the City of Midland for the construction of this project, but is otherwise free to perform the work in its own way.

20. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

21. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and in an amount not to exceed $2,000,000.00. The initial term of the contract will expire on September 30, 2026.

22. RENEWAL OF CONTRACT:

If the Owner and Contractor agree in writing, the contract may be renewed for up to two (2) additional one (1) year terms (for an amount not to exceed $2,000,000.00 per term).

All renewal time periods will begin on October 1st of the calendar year the renewal is agreed to and will end on September 30th of the following calendar year.

If the Owner and Contractor do not agree to renew the existing contract then the contract will expire at the end of the term for either the first award period or, if applicable, the first period of contract renewal.

23. WARRANTY PERIOD:

There is no warranty period for this program as all work performed is to be subject to City inspection prior to acceptance. Any work performed without City inspection is subject to re-excavation for inspection, removal, replacement, reinstallation, or any other work deemed necessary by the City Inspector or Engineer to address the failure by the Contractor to have the required inspection performed at the Contractor's sole expense.

24. BID PACKET COMPLETION ITEMS OF NOTE:

Bidders must be willing to sign the Contract as is if a bid is submitted. Revisions, alterations, deletions, additions, or any other changes of any kind by the bidder to the bid packet or other bid documents (such as the construction drawing set, addendums, etc.) will result in the bid submittal being deemed 'Non-Responsive' and the bid will not be accepted.

Bidders are reminded to make sure that the Conflict of Interest forms are completed if applicable before submitting a bid.

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank, only partially completed, or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

Bidders must provide documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation for both licenses will be rejected as a non-responsive bid. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew both of their active licenses before resuming work or to end the project immediately.

City of Midland

Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

Includes the preparation of right-of-way for construction by clearing, grubbing, removing and disposing of all obstructions and objectionable material from the right-of-way and designated easements, which is not specifically provided for on the plans.

Obstructions and objectionable material refer to all objects or material that do not meet the quality of standards for the courses of pavement to be constructed or which protrude into the excavation for slopes.

Measurement and Payment - Measurement and payment will be at the units and prices for the applicable bid item in the proposal.

When no specific bid items are included in the bid proposal for work specified under this section this work shall be considered as incidental to other items of work and the cost shall be included in the bid for these items. No separate payment will be made.

2. CONSTRUCTION METHODS

Removal - Obstructions and objectionable material to be removed by blading, plowing, bulldozing, or other methods approved in writing by the Engineer. The use of explosives will not be permitted. Solid objects must be removed to a depth of at least one (1) foot below the finished slope or subgrade elevation. Hollow objects must be removed entirely.

Disposal - Material to be removed from the right-of-way becomes the property of the Contractor. If disposal areas are available, they will be indicated on the plans.

Preservation of Trees and Shrubs - Trees and shrubs to be preserved in the right of way are shown on the plans and must be protected from injury during construction.

Removal of Concrete - Cut concrete at the right-of-way line straight and vertical by sawing or other approved methods prior to the removal of concrete in the right-of-way.

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE 1
1. GENERAL 2
2. CONSTRUCTION METHODS 2

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

Includes the excavation, embankment and preparation of subgrade determined by the lines, grades and sections shown on the plans and in accordance with the provisions of the specifications.

Excavation - Includes excavation to planned grade, disposal of the material, removal of unsuitable subgrade material and borrow material when required in the construction. All excavation to be classified as common.

Embankment - Consists of excavated or borrow materials placed and compacted in horizontal layers in accordance with the specifications.

Subgrade - The upper eight inches (8") of embankment or the upper eight inches (8") below the roadway excavation finished grade. The subgrade shall extend from six inches (6") back of curb to six inches (6") back of curb where curb and gutter is to be constructed.

Measurement and Payment - Measurement and payment to be at the units and prices for the applicable bid items in the proposal.

2. CONSTRUCTION METHODS

Excavation - Made at the location and to the lines and grades shown on the plans in areas previously prepared in accordance with provisions of Section 2A. Dispose of excess material not required in the embankment and material that is unsuitable for subgrade. Excavation tolerance to be plus or minus 1/10 foot from the plan grade.

The area between the curb and property line shall be excavated or filled, whichever is necessary, to curb height at back of curb and finished to a straight even surface to the property line. The minimum elevation at the property line shall be the elevation of the top of the curb. The maximum elevation at the property line shall be equal to a rise of 1/4 inch per foot from the back of the curb to the property line.

During the excavation of this project, it will be required that all parkways be excavated and shaped at the same time the roadway is excavated. Excess excavation will be disposed of at locations approved by the Engineer.

Embankment shall be constructed at the locations and to the lines and grades shown on the plans in areas previously prepared in accordance with Section 2A of these specifications. Top eight inches (8") of natural ground to be compacted

to embankment density requirements. Embankment shall be constructed from suitable material obtained from the excavation or borrow free of roots, rocks in excess of three inches (3"), debris and other objectionable material. Excavation deficiencies shall be supplemented from a borrow source approved by the Engineer. Embankment shall be constructed in uniform horizontal layers not to exceed eight inches (8") of loose depth and compact with suitable equipment to a minimum of ninety percent (90%) AASHTO T180. The materials shall be processed by aeration or watering to bring the material to the approximate optimum moisture. Dry layers will not be permitted. Soft spots that develop in the embankment shall be removed and replaced with suitable material. No payment will be made for removal of soft spots. Tolerance for embankment grading shall be one-half foot (1/2) plus or minus the plan grade.

Preparation of Subgrade - Eight inches (8") of the upper portion of the embankment or excavation shall be shaped and compacted to a minimum density of 95 percent (95%) AASHTO T180 and finished within a tolerance of one-half inch (1/2") in ten feet (10'). The finished subgrade shall be protected and maintained in a satisfactory condition until covered by succeeding construction.

Compaction Tests - Field density tests will be made by the Owner or by a laboratory selected by the Owner. The Contractor shall notify the Engineer when compaction has been achieved. The Contractor shall allow 24 hours for scheduling of test. Prior to the taking of subgrade density test, the entire subgrade will be tested by proof-rolling using a pneumatic roller weighing not less than 50,000 lbs. gross with tire pressure being not less than 110 psi. Any soft spots, pumping, or other evidence of weakness shall be remedied before density tests are made. Proof rolling shall be in the presence of the Engineer or his duly authorized representative.

The City will pay the cost of initial density tests made on the subgrade. If the subgrade fails to meet the density requirements on the first test, the contractor will be required to have subsequent density tests made by the commercial lab selected by owner. The cost of all subsequent density tests will be born by the contractor.

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

Includes the construction of concrete curb and gutter, sidewalks, driveways, valley gutters, center drains and rip rap in accordance with lines, grades and the sections shown on the plans and constructed in full compliance with provisions of the specifications.

A proven performance record by the Texas Highway Department shall be supplied by material producers for all materials supplied by them.

2. MATERIALS

Concrete - All concrete other than rip rap shall be Class "A" concrete in accordance with Texas Highway Department specifications Item No. 421. Concrete for rip rap shall be the class as shown on the plans and detail drawings. When no concrete class is shown the plans concrete for rip rap shall be Class "B" concrete.

Concrete batch designs shall be furnished for each project and shall include all classes of concrete proposed for use on the project.

Reinforcing Steel - Reinforcing steel shall be deformed bars or wire mesh fabric conforming to the requirements of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" Item No. 440 and shall be of the sizes and grades as shown on the plans.

The contractor, at his option, may use fiber reinforcing in lieu of the wire mesh for all concrete slab on grade. When fiber reinforcing is used, it shall be "Fiber Mesh" or "Caprolan RC" or approved equal. The material and rate of application shall be approved by the Engineer prior to its use.

Expansion Joints - Bituminous pre-molded joint filler shall be composed of top grade fiber, treated by special impregnation system with water repellent bituminous materials. It shall be a non-extruding type, resilient, expanding on release of compression, preventing open joint crevices. The pre-molded joint filler shall be of such character, that it will not be deformed by handling during hot weather, nor shall it become brittle in cold weather. It shall be free from visible external defects such as holes, ragged or untrue edges, breaks, cracks or tears. It may be covered on both sides with paper to facilitate handling.

The joint filler shall be accurately cut to the dimensions and shapes required. It shall be of the thickness required by the plans, or as specified elsewhere.

3. CONSTRUCTION METHODS

GENERAL

No concrete shall be placed when, in the Engineers opinion, weather or other conditions would be detrimental to the structure placed. No concrete shall be placed on grade when the ground temperature is 35^{o} F or lower. Concrete may be placed when the ground temperature is rising from 35^{o} F. Concrete placed in cold weather shall be protected from freezing for 72 hours after being placed.

CURB AND GUTTER

EXCAVATION AND SUBGRADE - Excavation for curb, gutter, and combined curb and gutter shall be done with the subgrade excavation for the street. Street subgrade shall extend from six inches (6") back of curb to (6") back of curb and shall be compacted for a full width to a minimum of 95% AASHTO T180-61. Where subgrade is more than three inches (3") below bottom of curb, fill shall be compacted caliche base constructed from six inches (6") back of curb to six inches (6") back of curb as specified for base course.

Whenever subgrade or base is dry or dusty, it shall be thoroughly moistened, not made muddy, before the concrete is placed.

Forms - Forms shall be of steel, of a type to be approved by the Engineer, except that curves may be formed with wood sections built up or laminated, upon prior approval by the Engineer.

The forms shall be attached securely to stakes, shall be set true to line and grade, and braced sufficiently to remain true during the placing and tamping of the concrete. Forms shall be thoroughly cleaned and oiled before each use.

Curves - All changes in direction of the curbs shall be by means of true circular curves of the radii as shown on the plans.

Expansion Joints - Expansion joints shall be placed between curb and gutter sections at the tangent points of all curves, at each side of the inlet boxes, drives, alleyways, and at intervals of not more than forty feet (40') in straight runs. The expansion material shall be pre-molded three-fourths inch (3/4") in thickness, and shall conform to the requirements of expansion material as specified herein. It shall be cut to the full size and shape or the cross section of the curb and gutter, less one-half inch (1/2") from the finished surface thereof. The edges of sections against the joint shall be finished with an edging tool and the joint raked clean of concrete.

Finishing - There shall be provided on the job a metal screed or mule designed to give proper shape to the curb and gutter. It shall be bent to the exact shape of the finished curb and gutter and the forward edge turned up slightly to prevent disturbing the mortar. It shall be designed to ride on the forms and when properly manipulated shall leave the curb and gutter in its proper shaped condition. An "S" trowel shall be used to finish the surface and minor imperfections shall be corrected with a mason's trowel. Care shall be taken to finish

the gutter flow line to a true, uniform grade. All edges shall be finished with an edging tool, and joints marked with a jointer. Joint marks shall coincide with actual joints and shall be straight and true.

Curing - The completed curb and gutter, shall be cured in accordance with the requirements of the item "Membrane Curing", Texas Highway Department Item 531.

DRIVEWAYS AND ALLEY RETURNS

Driveways and alley returns shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets. All driveways and alley returns shall be reinforced as shown on the detail drawings.

Excavation and Subgrade - Excavation shall be accomplished in the same manner as for streets and curbs. The subgrade for all driveways and alley returns shall be compacted to 95% modified proctor density for 8 inches depth.

Driveways for single family residences and property used for two family residential purposes (duplexes) may be placed on the compacted subgrade. All other driveways shall be considered as commercial driveways and shall be constructed on 6 inches compacted flexible base.

Flexible Base - Commercial driveways and alley returns shall be constructed on 6 inches of flexible base conforming to Section 2-C- Flexible Base, Caliche.

Forms - Forms shall be constructed of steel or, when approved by the engineer, wood conforming to the requirements for curb and gutter forms.

Expansion Joints - Expansion joints shall be placed at the ends of abutting curb and gutter at the end of radii for all driveways and alley returns. In addition, expansion joints shall be placed at the ends of abutting sidewalk sections and at any point where the driveway or alley return abuts another concrete structure. Expansion joint material shall be pre-molded three fourths inch (3/4") in thickness, cut to the shape and dimensions required and shall extend the full depth of the concrete.

Finishing - Shaping and finishing of driveways and alley returns shall be accomplished by using a screed to shape the driveway or alley return to the lines and grade required. Finishing shall be accomplished by use of wooden floats and stiff bristled brushes or brooms. The last finish shall be by brushing or brooming in
A direction transverse to the direction of traffic.

During the entire finishing process care shall be taken to maintain the true gutter invert in line with the street curb and gutter.

Curing - Finished driveways and alley returns shall be cured in accordance with the requirements "membrane curing" "Texas Department of Highways and Public Transportation, 1982 Standard Specifications for Highways, Streets and Bridges", Item Number 531.

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

Concrete slab type street drainage structures with or without curbs, shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets or as may be established in the field by the engineer.

Subgrade excavation preparation and compaction and flexible base shall be the same as specified for street construction. All drainage structures within the roadway shall be constructed on a flexible caliche base so that the thickness of the concrete slab plus base is equal to the thickness of the hot mix asphaltic concrete surface plus base.

Forms - Forms shall be as specified for curb and gutter.

Reinforcing - All slab type drainage structures shall be reinforced as shown on the plans and detail drawings. Care shall be taken to maintain all reinforcing in good condition and at its proper location within the slab.

Expansion Joints - Expansion joint material shall be as specified for curb and gutter and for driveways and alley returns.

Expansion joints for valley gutter shall be placed at the ends of radii and at the juncture between the fillet and the cross valley as shown on the detail sheet.

For center drains, expansion joints shall be placed at the ends of widened or transition sections and at each end of a section containing a manhole or other structure and at intervals of sixty feet (60') measured along the center line of the drain.

Additional expansion joints shall be placed where drainage slabs abut backs of curbs, sidewalks and at contact points with other concrete structures.

Contraction Joints - Contraction joints shall be spaced at 15' intervals along the center line of center drains. These contraction joints shall be saw cut 3/8" wide minimum and 1/4 the depth of the slab using an approved concrete saw.

Saw cut contraction joints shall be made after the concrete has set sufficiently to prevent excessive raveling during sawing and shall be completed before the concrete is 48 hours old.

Finishing - Finishing shall be the same as for alley returns and driveways with the last finishing operation for structures subject to vehicular traffic being by broom or stiff brush in a direction transverse to the direction of traffic.

Curing - Curing shall be the same as for curb and gutter and driveways and alley returns.

SIDEWALKS

Sidewalks shall be constructed of Class A" concrete to the lines and grades as shown on the plans and detail drawings or as may be established in the field by the engineer. Sidewalks shall be constructed parallel to the back of the curb and on a grade parallel to

the top of curb grade. The minimum thickness for any sidewalk is 4 inches. The minimum width of any sidewalk is 4 feet.

Excavation and Subgrade - Excavation for sidewalk shall be made with street excavation where applicable. Care shall be exercised in excavating for sidewalks. Any over excavation or any fill required for sidewalk must be brought to grade in lifts not to exceed two inches (2") and thoroughly tamped. Subgrade for sidewalks shall be compacted to at least the density of the adjacent soil or to 85% modified proctor whichever is greater.

When a sidewalk is to be constructed on an embankment the fill must extend at least 3 feet beyond the edge of the sidewalk.

If the subgrade is dry or dusty it must be thoroughly moistened but not made muddy before concrete is placed.

Forms - Forms for sidewalks may be either steel or wood. Forms must be in good shape and true to line and grade. If nominal 2" x 4" lumber is used the subgrade must be finished one half inch (1/2") below the bottom of the form to provide the required 4 inch thickness.

Expansion Joints - Expansion joint material shall be pre-molded conforming to these specifications and shall be one half inch (1/2") thick. The expansion joint shall extend the full depth of the sidewalk.

Expansion joints shall be placed at points where the sidewalk contacts the back of curb, at all junctures between sidewalks all directions, and at all points where the sidewalk abuts a driveway, alley return or other concrete structure including fence foundations.

Transverse expansion joints shall be constructed in the sidewalk at intervals not exceeding twenty eight feet (28') as measured along the centerline of the walk except for sidewalks that are constructed wider than four feet (4') in which case expansion joints may be placed at intervals that are multiples of the width but not exceeding thirty feet (30').

Contraction Joints - Contraction joints consisting of trowel cuts one and one half inches (1-1/2") deep shall be spaced at four foot (4') intervals along the sidewalk. Contraction joints shall be edged using an edging tool with a 1/4 inch or 3/8 inch radius.

For sidewalks wider than four feet (4') contraction joints may be placed at intervals equal to the width of the walk up to but not exceeding ten feet (10').

Finishing - Sidewalks shall be "struck off" with a screed to provide an even surface and float finished using a wooden float.

The final finish on the sidewalk shall be accomplished by brooming or brushing using a stiff bristled brush or broom with the final strokes being in the transverse direction.

Curing - Curing shall be as specified for curb and gutter and driveways and alley returns.

CONCRETE RIP RAP

Concrete rip rap shall be constructed of concrete of the class and to the line and grades as shown on the plans.

Excavation and Subgrade - Care shall be taken not to over excavate for rip rap. The subgrade for rip rap shall be compacted to at least the density of the adjacent undisturbed soil or 85% modified proctor whichever is higher.

Forms - Forms, where required, may be either steel or wood. Forms must be in good condition and true to line and grade.

Expansion Joints - Expansion joints, where required, will meet the requirements of expansion joints materials as specified herein and will be placed as shown on the plans or directed by the engineer.

Finishing - Finishing shall be by screed and wooden float to produce true uniform surface.

Curing - Curing shall be as specified for other concrete herein.

Slope Paving - Slope paving may be required behind the curb or behind sidewalks where street paving requires deeper cuts in developed areas. Slope paving shall be constructed of Class "A" concrete and shall be constructed to the lines and grades as shown on the plans or as established in the field. Slope pavement shall be four inches (4") thick and shall be constructed in accord with the specifications for sidewalks.

When no slope grade is given on the plans the slope gradient shall be l:l.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (l) cubic yard of caliche base material or one (l) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS **1**

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP **1**

1. GENERAL 1
2. MATERIALS 1
3. CONSTRUCTION METHODS 2

GENERAL *2*
CURB AND GUTTER *2*
DRIVEWAYS AND ALLEY RETURNS *3*
CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS *4*
SIDEWALKS *4*
CONCRETE RIP RAP *6*

4. BACKFILL AND CLEANUP 6

GENERAL *6*
CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS *6*
BACKFILL BEHIND CURBS AND ALONG SIDEWALKS *7*

CONCRETE STRUCTURES

1. GENERAL

This specification covers concrete structures including but not limited to junction boxes, culverts, head walls, cast in place manholes, valve vaults, meter vaults and retaining walls.

2. MATERIALS

CONCRETE

Concrete for cast in place manholes, junction boxes, storm sewer inlet boxes, valve vaults and direct traffic culvert and bridge decks shall be a modified class "C" concrete using a minimum of 6 sacks cement per cubic yard with a maximum water content of 5 gallons per sack of cement and producing a concrete with 4000 psi 28 day compressive strength.

Concrete for other structures shall be class "A" as specified in "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" item number 421. Concrete for riprap shall be class "B".

Reinforcing steel shall conform to the requirements of item number 440 or "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" and shall be of the sizes and grades as shown on the plans.

3. CONSTRUCTION

Construction of concrete structures shall be in accordance with the provisions of item 420 "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges".

FLEXIBLE BASE, CALICHE 1
1. GENERAL 2
2. MATERIALS 2
3. CONSTRUCTION 3
4. TESTING 3

FLEXIBLE BASE, CALICHE

1. GENERAL

This item consists of the construction of a caliche flexible base course to the lines, grades and thickness shown on the plans and in accordance with the provisions of the specifications.

Qualification of Material Source - There will be no designated material sources, but the source proposed by the Contractor must be approved by the Engineer. The contractor shall furnish evidence of capability to crush and screen the material with suitable equipment.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Material from the approved source shall meet the following requirements when tested in accordance with the referenced testing standards:

Gradation - Tested by ASTM C 136-67 to meet the following gradation limits:

Sieve Size	Percent Passing
1-3/4"	100.0
7/8"	65-90
3/8"	50-70
No. 4	30-60
No. 40	15-35

Liquid Limit and Plasticity Index - Tested by ASTM D423-66 and D 424-59.

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

Source Quality Control - The contractor shall exercise caution in the operation of the material source to prevent the inclusion of inferior materials.

3. CONSTRUCTION

A. The subgrade shall be finished true to the lines and grades as shown on the plans or as established by the Engineer and finished within specified tolerances and properly maintained to prevent drying and/or loosening of the surface.

No base material may be dumped on any subgrade until it has been tested and approved by the Engineer.

B. Flexible caliche base material shall be placed in uniform courses and processed to provide a uniformly mixed base course of the proper moisture content for compaction. The processing and compaction procedure used shall provide a uniform base course compacted to ninety-five percent (95%) modified proctor density (YACHT T180) minimum. The minimum thickness of any one compacted course shall be three inches (3"). The maximum thickness of any one compacted course shall be eight inches (8").

Any soft or segregated spots that appear in the base shall be removed, replaced or reprocessed and recompacted prior to final finishing of the base. The finished base shall conform to the lines and grades as shown on the plans or established by the Engineer. Finished tolerances shall not exceed one half inch (1/2") in ten feet (10').

The finished base shall be primed as soon after finishing as practical and shall be protected until the hot mix asphaltic concrete surface is applied. In no case will prime be applied until the finished base has been approved by the Engineer.

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

8/07

Caliche 5

BITUMINOUS PRIME

1. GENERAL

This item consists of the application of a bituminous prime coat to the finished caliche base in accordance with the provisions of the Specifications.

Qualification of Material Source - Material shall be supplied by a producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade MC-30, Texas Highway Department Item 300.

Source Quality Control - Certificates of compliance to be furnished by the producer to the Engineer.

3. CONSTRUCTION METHODS

Condition of Base - The surface of the base shall be tightly compacted to the line and grade shown on the plans and within the tolerances of the specifications. The surface shall be clean and the base shall contain sufficient moisture to assure the proper penetration of the prime.

The prime shall be applied with an approved distributor to the surface of the base at a rate of between 0.15 and 0.40 gallon per square yard. The application rate shall be varied to meet field conditions and to obtain uniform coverage, and adequate penetration. Properly applied prime coat should penetrate from 3/8" to 1/2" into the base and should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F. The prime shall be applied at a temperature within the range of temperatures recommended in Item 300 of Texas Highway Department Standard Specifications. The temperature shall be varied within this range to provide a viscosity that will assure even spreading and penetration of the base. Air Temperatures at the time of application shall be above 50'F.

BITUMINOUS TACK

1. GENERAL

This item consists of the application of a bituminous tack coat to the primed base or existing asphaltic concrete or Portland cement concrete pavement in accordance with the provisions of the specification.

Qualification of Material Source - Material shall be supplied by producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

3. CONSTRUCTION METHODS

Conditions of Surface - Prior to application of tack to the base course the prime must be completely penetrated into the base and the surface cleaned of foreign objects.

The tack shall be applied with an approved distributor at a rate of between 0.05 and 0.10 gallons per square yard. The temperature of application shall be within the range recommended by the Texas Highway Department in Item 300. The surface temperature to which tack is being applied shall be above 50 degrees F. at the time of application.

When the asphaltic concrete surface is being placed on primed caliche base, use of the tack coat may be waived by the Engineer if the contractor can show that adequate adhesion of the surface being placed to the base course is achieved without it.

Tack coat shall be placed on all asphaltic concrete or portland cement concrete surfaces on which an additional course of asphaltic concrete surfacing is to be placed. The tack coat shall be rolled with a pneumatic roller to assure even distribution over the entire surface and to achieve proper penetration into and adhesion to the surface being overlayed.

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

Includes the construction of the hot mix asphaltic concrete surface in accordance with lines, grades and the sections shown on the plans and with the provisions of the specifications.

Qualification of Material Sources - Producers of oil asphaltic concrete mixture to have a proven record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

Coarse Aggregate - Crushed stone or crushed gravel with a minimum of 75 percent of the aggregates having two or more crushed faces. Additional requirements:

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

Fine Aggregates - Natural sand and screenings crushed from the same or similar material meeting the requirements of the course aggregates. Additional requirements.

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to l-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed bythe laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

3. CONSTRUCTION METHODS

A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (l/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

P.V.C. PIPE CASINGS

1. SCOPE

   This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

   Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

   Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

   Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

2. PIPE AND MATERIAL

2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the MSF approval stamp.

D. Elastomeric seals shall be furnished by the pipe manufacturer. Seals shall be manufactured to conform with the requirements of ASTM F4 77 and shall be specifically designed for use with the pipe furnished.

E. Lubricants intended for use with PVC pipe and seals (gaskets) shall be compatible with both PVC and the seal material. Lubricant shall not support growth of bacteria and shall not adversely affect the potable quality of the water that is to be transported.

F. Pipe laying lengths shall be 20'.

G. Service taps on PVC water lines shall be made using hinged type or double strap type saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the axis of the pipe to prevent distortion of the pipe when saddle is tightened.

No direct taps into the wall of PVC pipe will be permitted.

Seals for tapping saddles shall be recessed into the body of the saddle and shall be

a rubber - compound conforming to the requirements of ASTM F477.

Tapping saddles shall be SMITH-BLAIR Taper Seal Style 313 or DMD Dresser style 194 or approved equal.

H. Tapped connections for water mains and fire lines made on PVC water mains shall be accomplished using full bodied ductile iron tapping sleeves of a pressure rating equal to or greater than the pressure rating of the pipe specified.

I. Bedding for AWWA C900 PVC water pipe shall extend from a minimum depth of 4 inches below the outside of the water line to a minimum cover of 6 inches over the top outside of the water line.

J. AWWA C900 PVC water pipe shall be installed in accord with the applicable requirements for installing ductile iron pipe.

Care shall be taken to install each joint of PVC water pipe to, but not beyond the factory insertion mark on the pipe.

When a joint of PVC water pipe must be cut, the end of the pipe shall be carefully beveled to match the factory bevel on the uncut pipe. An insertion mark matching the factory insertion mark on the uncut pipe must be made before the pipe is inserted into the bell.

When PVC water pipe is to be inserted into a ductile iron fitting or valve, the factory bevel must be removed to form a square plain end pipe.

2.2 (a) Metallic Marking Tape (For PVC Water Pipe)

2.2(a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.2 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted blue on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED WATER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Warning Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.2(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.2(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-l50, based on l50 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 psi.

2.5 Ductile Iron Pipe Fittings

All fittings for ductile iron pipe and PVC pipe shall be ductile iron and shall be mechanical joint all connections except tees for fire hydrant leads unless shown otherwise on the plans. Tees for connecting fire hydrant leads shall be MJ- with a flange outlet.

All ductile iron fittings shall conform to AWWA Specification C-110, designed for a working pressure of 250 psi. All ductile iron fittings shall have an external coating and shall be cement lined in accordance with the specifications for coating and lining the pipe.

2.6 Pretensioned Concrete Cylinder Pipe

A. The contractor shall furnish and install all concrete cylinder pipe and fittings, including connections and appurtenances complete as shown on the plans and specified herein.

B. The contractor shall submit six (6) sets of full and complete shop drawings on the concrete cylinder pipe and fittings. All of the drawings and data shall be complete and shall include a complete description of the pipe offered, including cuts, tabulated layout and all pertinent engineering data required for a complete evaluation of the submittal. Submittal data shall be in such form and so presented that the Engineer may readily review the data.

C. Prior to delivery of the pipe to the project site, the manufacturer shall furnish an affidavit certifying that all pipe, fittings, and specials, and other products and materials furnished, comply with the applicable provisions of this specification.

D. The pipe manufacturer shall furnish a factory trained, job experienced field representative who shall visit the project periodically during the course of installation. He shall also be subject to call by the contractor and/or engineer to advise and assist with the solution of field problems.

During visits, the representative shall observe all phases of the project including location and condition of pipe strung ahead of the contractor, trench width, if applicable, bedding and backfill, assembly of pipe joints and protection of steel. If, in the opinion of the representative any phase of the installation is unsatisfactory, he shall so advise the contractor's superintendent and also advise the owner or engineer's representative on the job site.

E. All closure sections shall be the jack on type and "field welding" will not be permitted without the written permission of the engineer.

F. Pipe manufacturer will install all necessary taps for the contractor to disinfect and field hydrostatic test the pipe.

G. Pretensioned concrete cylinder pipe, fittings and specials shall be designed, fabricated and tested in accordance with the latest requirements of AWWA C-303, "Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned, for Water and Other Liquids" with additional requirements or modifications as described herein.

H. Pretensioned concrete cylinder pressure pipe shall be designed for l50 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

(1) The owner reserves the option to have an independent testing laboratory, at the owner's expense, inspect pipe and fittings at the pipe manufacturer's plant to ensure compliance with the applicable specifications. The owner's testing laboratory and Engineer shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with the governing standard. The pipe manufacturer shall notify the owner, in writing, at least two weeks ahead of pipe fabrication as to start of fabrication and fabricating schedule so that the owner can advise the manufacturer as to owners' decision regarding tests to be performed by an independent testing laboratory. In event the owner elects to retain an independent testing laboratory to make material tests and weld test, it is the intent that the tests be limited to one spot testing of each category unless the tests do not show compliance with the standard. If these tests do not show compliance, the owner reserves the right to have the laboratory make additional tests and observations to ensure compliance of the finished product with the standard.

(2) In any event, the manufacturer shall perform the tests described in AWWA C 303, and furnish the owner with a copy of the test reports, if requested, at the expense of the pipe manufacturer. The pipe manufacturer shall furnish the owner with affidavit of compliance as outlined in the standard.

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and l25 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

Defects that are found shall be repaired and the test repeated until all defects

are eliminated. Colored penetrant shall be removed before fittings are lined.

2.7 Casing Pipe

Casing pipe to be installed in bore or open cut may be limited service pipe, corrugated galvanized steel pipe or new straight seam or spiral welded steel pipe. Casing pipe shall be furnished in thickness or gage as shown on the plans.

Limited service pipe proposed for use on this project must be approved a minimum of four (4) working days prior to the time of opening bids and shall be in good condition and shall meet the same service requirements as the corrugated galvanized steel or welded steel pipe.

Welded steel casing pipe shall be coated inside and out using a coal tar epoxy or shall be bituminous coated in side and out by the hot dip method.

2.8 Bedding Materials

A. All water pipelines placed on this project shall be bedded with crushed stone bedding materials to the minimum as shown on the plans and in the Detail Drawings.

B. Granular material furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note, all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM c33 Grade #57	X			
ASTM C33 Grade #67	X			
ASTM C33 Grade #8		X	X	
THD 1982 ITEM 302 Type "D" Grade #4		X	X	
THD 1982 Item 302 Type "D" Grade #5			X	
Crusher Fines**			*X	X

* 100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the 3/4" sieve.

** Approximate Gradation for Crusher Fines

Sieve Size	% Passing
2 inch	100
#4	35 - 100
#10	20 - 100
#40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

C. Granular materials provided for Foundation, Bedding, Encasement, or backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B Bedding where specified.
Granular Encasement	Placed below an elevation one half (6") foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

3. **VALVES AND VALVE BOXES**

3.1 General

A. Valves 4" through l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

All valves except valves for use in fire hydrant leads shall have mechanical joint ends unless shown otherwise on the plans. Valves for use in fire hydrant leads shall be flange by mechanical joint.

C. All valves and fire hydrants shall be spray coated with a two component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum thickness of 4 mils. The coating shall conform to the coating section of these specifications.

D. All valves for buried service shall be equipped with 2" square AWWA operating nuts.

3.2 Gate Valves

A. Gate valves shall be iron body, resilient **wedge gate** and shall be in compliance with AWWA Standard C-509-80 or latest revision thereof and shall have the following design features:

B. All valves shall have a working pressure of 200 psi and shall be bottle tight tested at this pressure from both directions. The gate body shall also be hydrostatically tested at 400 psi. Zero leakage will be required in all tests. The body, bonnet, and stuffing box shall be flange together with ASTM A-307 Grade B bolts and nuts to insure repairability.

C. Stems shall be machined from modified manganese bronze rod with an integral forged thrust collar machined to size.

D. Stem seals shall be dual "O" ring type.

E. Valve discs shall be rubber encapsulated or have disc seat rings molded of natural rubber, internally steel reinforced retained to the disc by self-locking type 304 stainless steel screws. Valve gates shall seat against a machined epoxy coated mating surface in the body of the valve.

F. All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermosetting epoxy to a nominal thickness of 4 mils and the exterior shall be coated with asphalt varnish as specified for coating of the pipe. (See Sec. 3.4 of these specifications for epoxy coating).

G. Valves shall be Mueller A-**2360** or Dresser-M&H **4067** or approved equal. Any alternate (approved equal) to these specifications **shall have completely interchangeable parts with either of the specified valves.**

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with l8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 stainless steel self locking screws.

D. Rubber seat shall be a full circle 360^{o} seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. **SHORING & SHEETING**

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

l5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

l5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

l5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4” service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5^{o} to 120^{o} F (-15^{o} to 50^{o} C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

.

C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

Sieve Size	% Passing
2 inch	100
# 4	35 - 100
# 10	20 - 100
# 40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6”) inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6” of the top of curb height. The top 6” of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

.

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of "Trench Safety Systems": Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6' deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2' of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

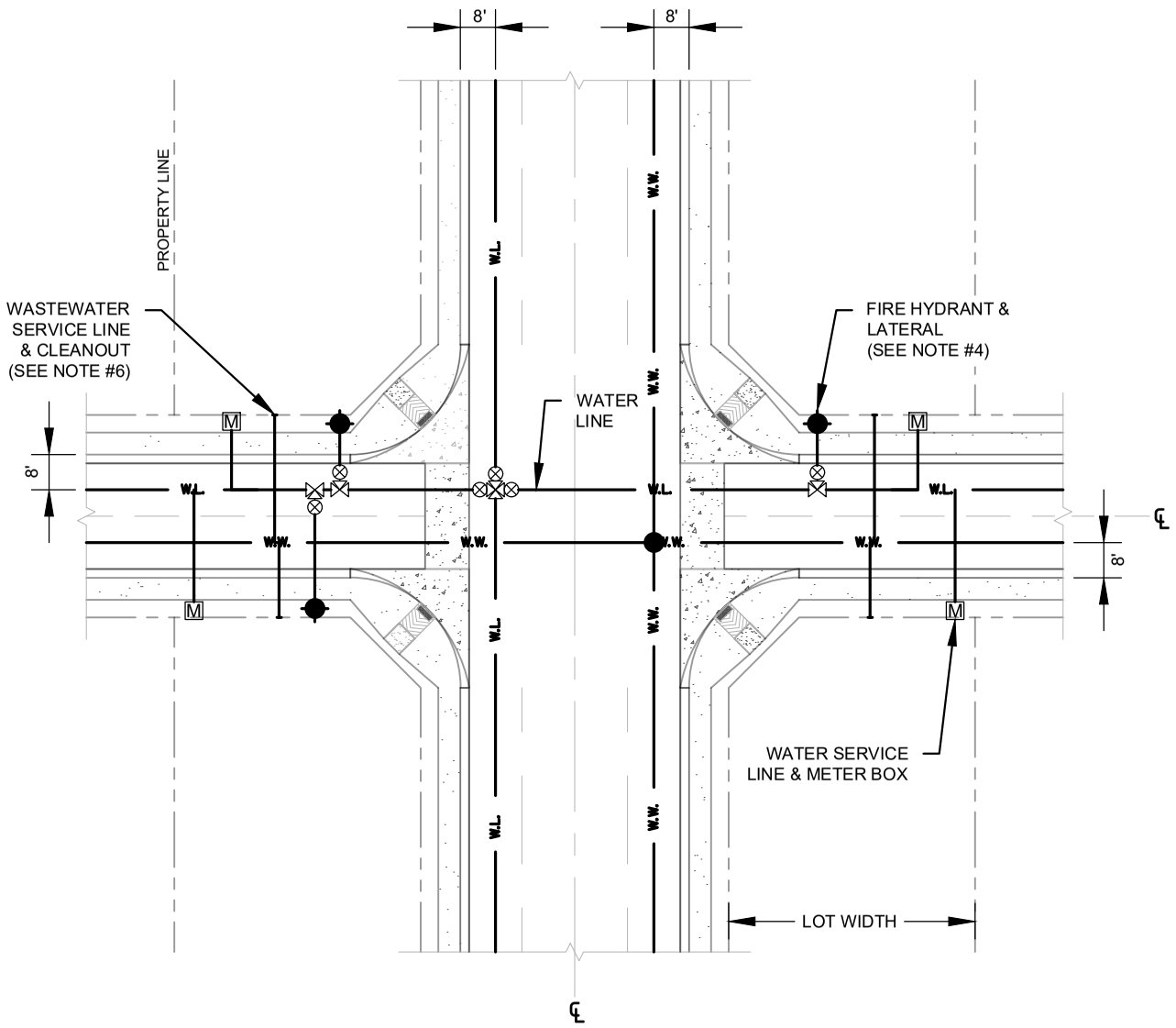
The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

City of Midland

Water Rehab Program

02 Details



LEGEND

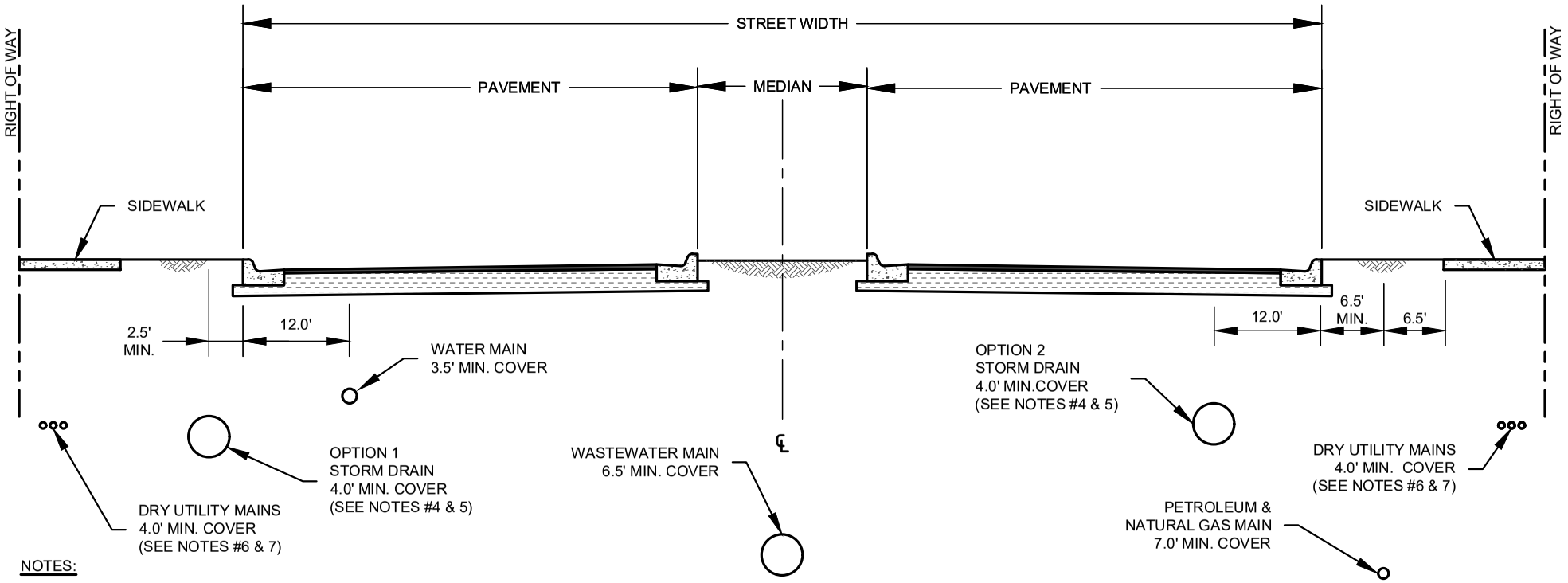
- W.L. — WATER MAIN
- W.W. — WASTE WATER MAIN
- GATE VALVE
- CROSS FITTING
- TEE FITTING
- FIRE HYDRANT
- M — WATER METER
- MANHOLE

NOTES:

1. IF A SITE INCLUDES ALLEYS, OR IS ADJACENT TO EXISTING ALLEYS, THEN THE WASTEWATER MAIN IS TO BE LOCATED IN THE ALLEY AND NOT THE STREET RIGHT OF WAY.
2. ALL DIMENSIONS SHOWN ARE FROM BACK OF CURB. WHEN BIKE LANES ARE PRESENT CENTER UTILITIES IN THE OUTER VEHICLE TRAVEL LANE.
3. FIRE HYDRANTS PLACED AT INTERSECTIONS TO BE PLACED IN LINE WITH A FILLET BEGINNING-OF-RADIUS OR A FILLET END-OF-RADIUS.
4. FIRE HYDRANTS PLACED AT MID-BLOCK TO BE PLACED IN LINE WITH A LOT LINE.
5. FIRE HYDRANT COVERAGE DOES NOT EXTEND ACROSS ARTERIALS OR MAJOR COLLECTORS. FIRE HYDRANTS MAY BE REQUIRED ON BOTH SIDES OF A STREET OR INTERSECTION AT THESE LOCATIONS.
6. CLEANOUTS ARE TO BE INSTALLED BY THE PROPERTY OWNER.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

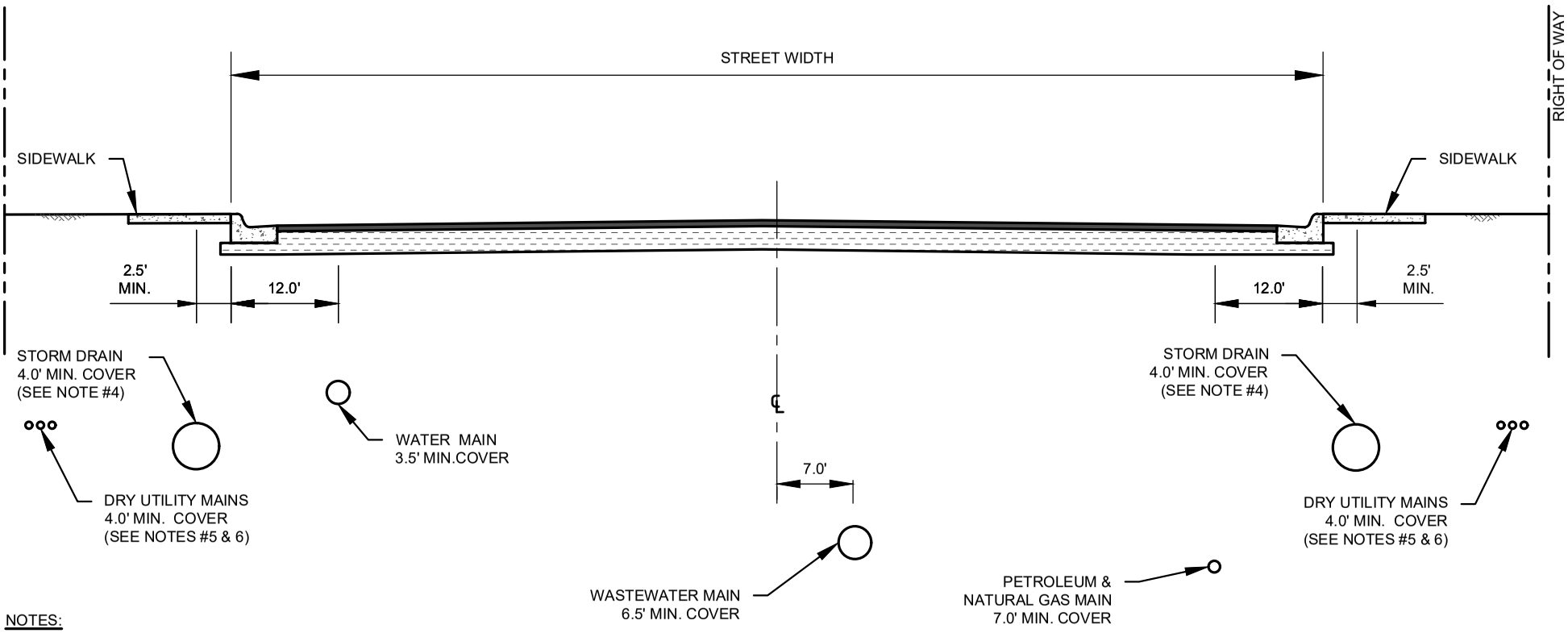
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL UTILITY LAYOUT		301
APPROVED: MCC			



NOTES:

1. IF A SITE INCLUDES ALLEYS, OR IS ADJACENT TO EXISTING ALLEYS, THEN THE WASTEWATER MAIN IS TO BE LOCATED IN THE ALLEY AND NOT THE STREET RIGHT OF WAY.
2. ALL COVERS ARE FROM THE GUTTER FLOWLINE TO THE TOP OF PIPE.
3. ADDITIONAL UTILITY DEPTH MAY BE REQUIRED TO ACCOMMODATE LATERALS.
4. STORM DRAINS MAY BE LOCATED ON EITHER SIDE OR BOTH SIDES OF STREET AS NEEDED.
5. LOCATE STORM DRAIN BENEATH PAVEMENT IF ON SAME SIDE OF STREET AS PETROLEUM & NATURAL GAS MAIN, OTHERWISE LOCATE STORM DRAIN BEHIND BACK-OF-CURB.
6. DRY UTILITY MAINS MUST MAINTAIN 7.0' MINIMUM COVER WHEN CROSSING ULTIMATE STREET WIDTH. DRY UTILITY SERVICE LATERALS MUST MAINTAIN 2.0' MINIMUM COVER IN THE RIGHT OF WAY.
7. ALL DRY UTILITY MAINS AND SERVICE LATERALS MUST BORE TO CROSS EXISTING ARTERIAL PAVEMENT. NO OPEN TRENCHING.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

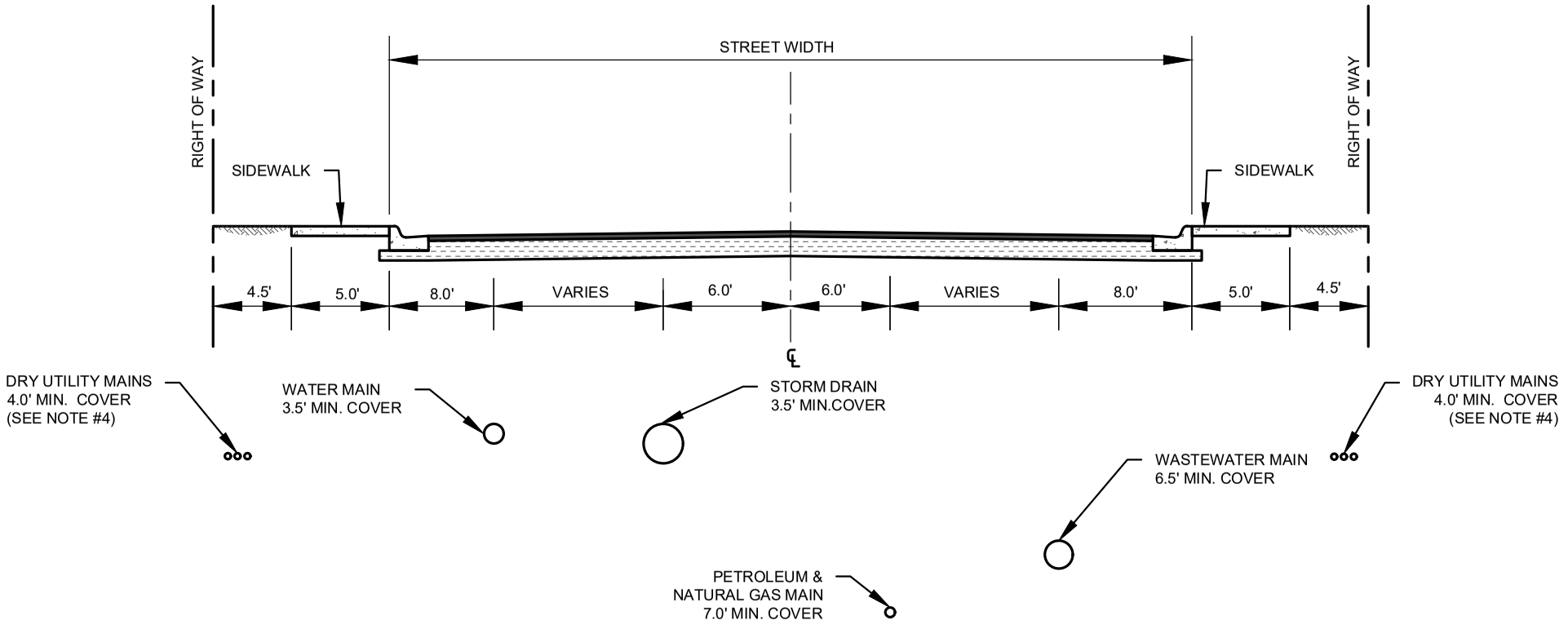
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		ARTERIAL STREET UTILITY MAIN SPACING		302



NOTES:

1. IF A SITE INCLUDES ALLEYS, OR IS ADJACENT TO EXISTING ALLEYS, THEN THE WASTEWATER MAIN IS TO BE LOCATED IN THE ALLEY AND NOT THE STREET RIGHT OF WAY.
2. ALL COVERS ARE FROM THE GUTTER FLOWLINE TO THE TOP OF PIPE.
3. ADDITIONAL UTILITY DEPTH MAY BE REQUIRED TO ACCOMMODATE LATERALS.
4. STORM DRAINS MAY BE LOCATED ON EITHER SIDE OR BOTH SIDES OF STREET AS NEEDED.
5. DRY UTILITY MAINS MUST MAINTAIN 7.0' MINIMUM COVER WHEN CROSSING RIGHT OF WAY. DRY UTILITY SERVICE LATERALS MUST MAINTAIN 2.0' MINIMUM COVER IN THE RIGHT OF WAY.
6. ALL DRY UTILITY MAINS AND SERVICE LATERALS MUST BORE TO CROSS EXISTING MAJOR COLLECTOR PAVEMENT. NO OPEN TRENCHING.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

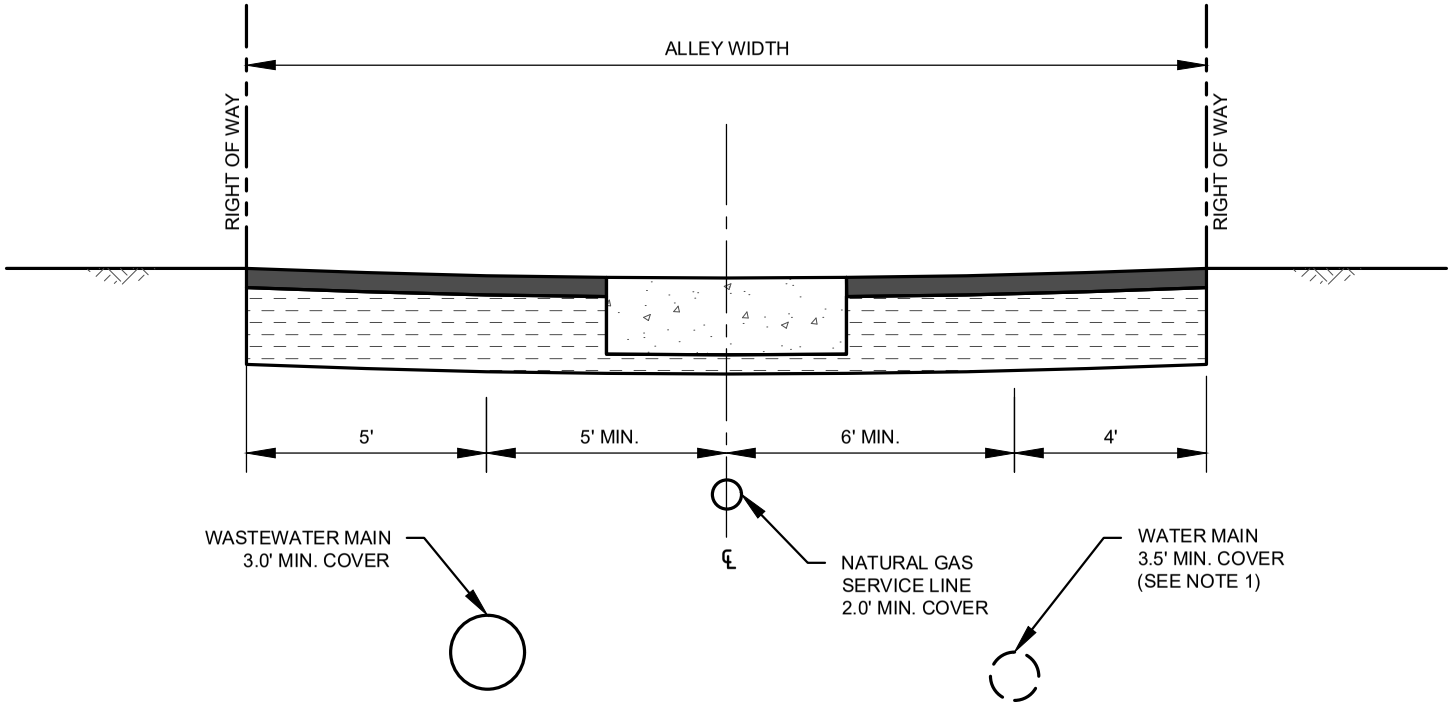
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		COLLECTOR STREET UTILITY MAIN SPACING		303



NOTES:

1. IF A SITE INCLUDES ALLEYS, OR IS ADJACENT TO EXISTING ALLEYS, THEN THE WASTEWATER MAIN IS TO BE LOCATED IN THE ALLEY AND NOT THE STREET RIGHT OF WAY.
2. ALL COVERS ARE FROM THE GUTTER FLOWLINE TO THE TOP OF PIPE.
3. ADDITIONAL UTILITY DEPTH MAY BE REQUIRED TO ACCOMMODATE LATERALS.
4. DRY UTILITY MAINS MUST MAINTAIN 7.0' MINIMUM COVER WHEN CROSSING RIGHT OF WAY. DRY UTILITY SERVICE LATERALS MUST MAINTAIN 2.0' MINIMUM COVER IN THE RIGHT OF WAY.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

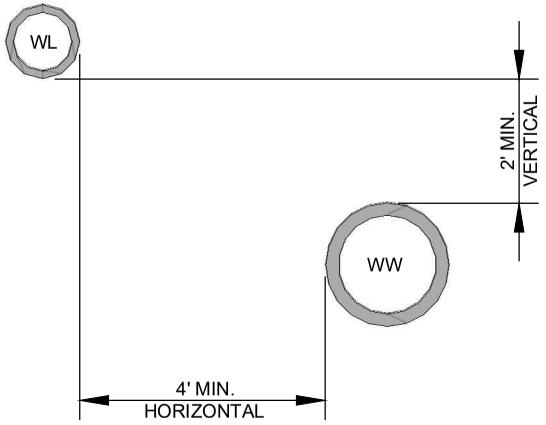
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		LOCAL STREET UTILITY MAIN SPACING		304



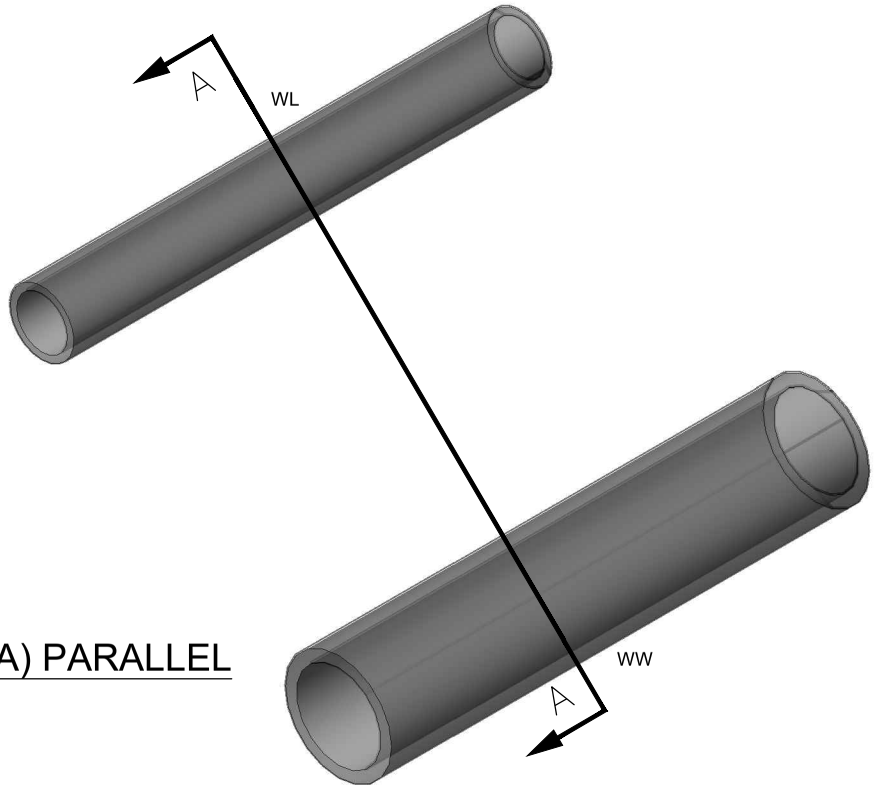
NOTES:

1. WATER MAIN LOCATION APPLIES FOR EXCEPTIONS ONLY. THE CITY STANDARD REMAINS LOCATING WATER MAINS IN STREETS. WHEN WATER MAINS ARE NOT EXISTING OR PROPOSED IN AN ALLEY THE EXPECTATION IS FOR DRY UTILITIES TO UTILIZE THIS ALIGNMENT LOCATION.
2. ALL COVERS ARE FROM THE ALLEY INVERT TO THE TOP OF PIPE.
3. ADDITIONAL UTILITY DEPTH MAY BE REQUIRED TO ACCOMMODATE LATERALS.
4. ALL DRY UTILITY LINES MUST MAINTAIN 2.0' MINIMUM COVER WHEN CROSSING RIGHT OF WAY, AND MUST MAINTAIN 5.0' MINIMUM HORIZONTAL SEPARATION DISTANCE FROM ALL PUBLIC UTILITY MAINS.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		STANDARD ALLEY UTILITY MAIN SPACING		305



SECTION 'A-A'



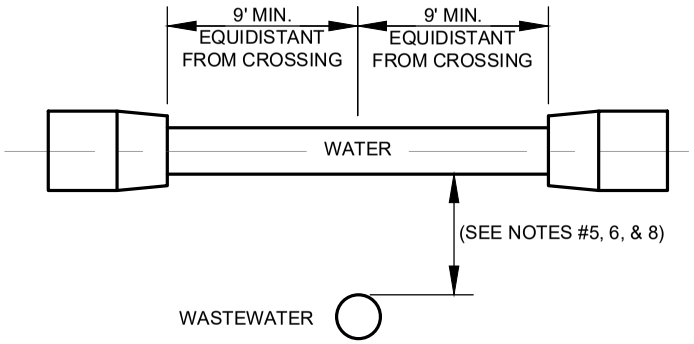
(A) PARALLEL

NOTES:

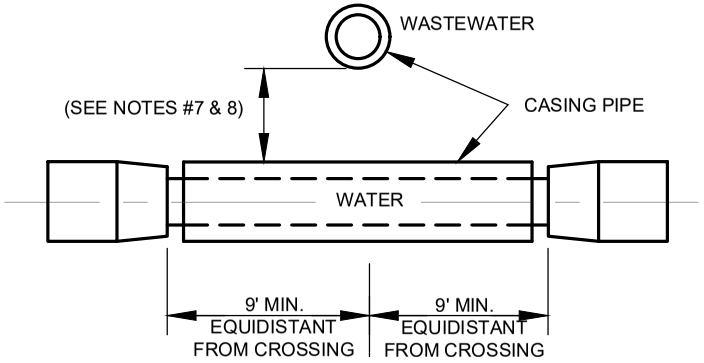
1. SEE CITY DETAIL 807 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS WHEN IN PARALLEL WITH A WATER MAIN. REQUIREMENTS FOR WATER MAINS IN PARALLEL WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE PARALLEL WITH WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 807.
2. IF AN EXISTING PETROLEUM OR NATURAL GAS LINE PREDATES A PUBLIC ROW OR EASEMENT THAT THE WATER MAIN IS LOCATED IN THEN THE WATER MAIN DESIGN AND CONSTRUCTION MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS PER THE PETROLEUM OR NATURAL GAS LINE OWNER'S STANDARDS.
3. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. WHERE WATER MAINS ARE LOCATED IN PARALLEL WITH NEW WASTEWATER MAINS, WASTEWATER MAINS MUST BE CONSTRUCTED AT LEAST 150 PSI PRESSURE CLASS, CORROSION RESISTANT, NON-BRITTLE PIPE SUCH AS CIP, DIP, OR PVC PIPE THAT IS DESIGNED TO SEAL AT ATMOSPHERIC PRESSURE. EXISTING WASTEWATER MAINS IN PARALLEL THAT ARE LEAKING OR ARE DISTURBED AND THEN BEGIN TO LEAK MUST BE REPLACED WITH 150 PSI PRESSURE-RATED PIPE.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		PARALLEL WATER & WASTEWATER SPACING		306

NEW WATER OVER WASTEWATER



NEW WATER UNDER WASTEWATER

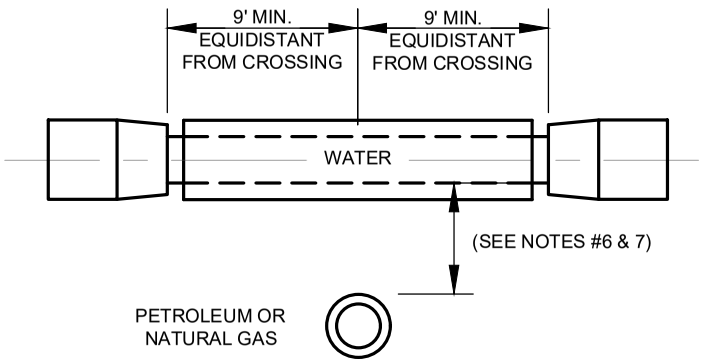


NOTES:

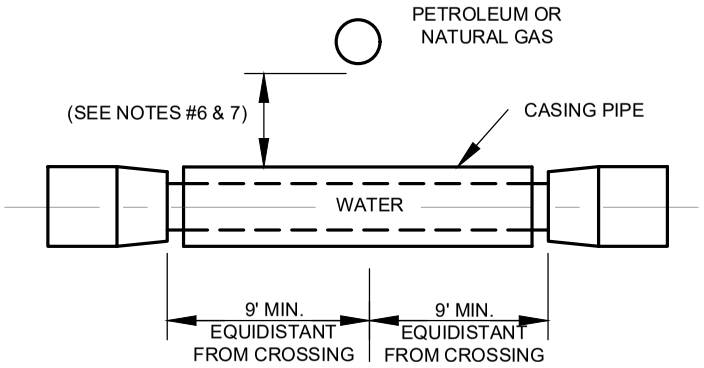
1. SEE CITY DETAIL 309 FOR NEW WASTEWATER MAIN REQUIREMENTS AT WATER MAIN CROSSINGS.
2. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
3. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. CENTER NEW WATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. NEW WATER MAIN IS TO CROSS WASTEWATER MAIN AT 90° ANGLE.
5. NEW WATER MAINS ARE TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING NON-PRESSURE RATED WASTEWATER MAIN, AND NO LESS THAN 0.5' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING PRESSURE-RATED (150 PSI) WASTEWATER MAIN.
6. VERTICAL SEPARATION DIMENSION REQUIREMENTS FOR NEW WATER MAINS CROSSING OVER NEW WASTEWATER MAINS ARE COVERED IN CITY DETAIL 309.
7. NEW WATER MAIN CROSSING BENEATH NEW OR EXISTING WASTEWATER MAIN TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION FROM WASTEWATER MAIN WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING.
8. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS..
9. WHEN CROSSING AN EXISTING WASTEWATER MAIN AND IT IS DISTURBED OR SHOW SIGNS OF LEAKING, THE WASTEWATER MAIN MUST BE REPLACED AT LEAST 9.0' IN BOTH DIRECTIONS FROM THE CROSSING WITH AT LEAST 150 PSI PRESSURE-RATED PIPE EMBEDDED IN CEMENT STABILIZED SAND ENCASEMENT (2.5 SACKS / CUBIC YARD) FOR A TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 1.0' BEYOND THE JOINT ON EACH END.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		NEW WATER MAIN CROSSING WASTEWATER MAIN		307

NEW WATER OVER PETROLEUM & NATURAL GAS



NEW WATER UNDER PETROLEUM & NATURAL GAS



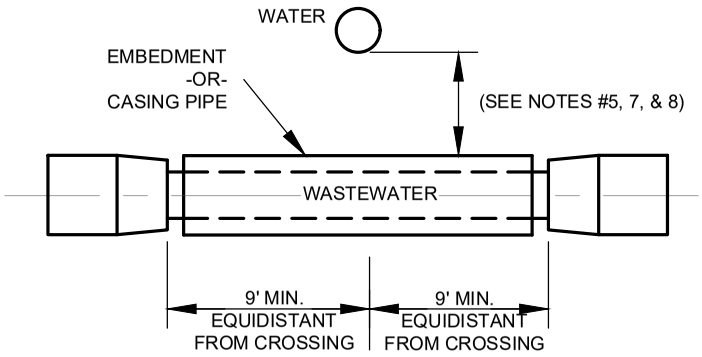
NOTES:

1. SEE CITY DETAIL 808 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS AT WATER MAIN CROSSINGS. REQUIREMENTS FOR WATER MAINS CROSSING WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE CROSSING WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 808.
2. IF AN EXISTING PETROLEUM OR NATURAL GAS LINE PREDATES A PUBLIC ROW OR EASEMENT THAT THE WATER MAIN IS LOCATED IN THEN THE WATER MAIN DESIGN AND CONSTRUCTION MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS PER THE PETROLEUM OR NATURAL GAS LINE OWNER'S STANDARDS.
3. PETROLEUM OR NATURAL GAS LINES AND MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
4. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
5. CENTER NEW WATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. WATER MAIN TO CROSS PETROLEUM OR NATURAL GAS LINE AT 90° ANGLE.
6. NEW WATER MAIN CROSSING OVER OR BENEATH NEW OR EXISTING PETROLEUM OR NATURAL GAS LINES TO BE ENCASED IN MINIMUM 18'.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF PETROLEUM OR NATURAL GAS LINES TO BE NO LESS THAN 2.0'.
7. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

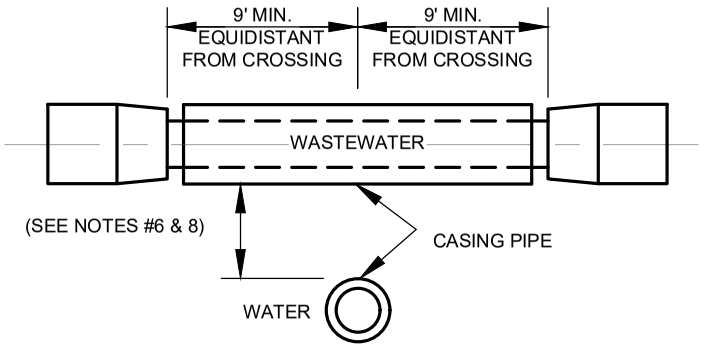
MIDLAND Engineering Services

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	NEW WATER MAIN CROSSING PETROLEUM AND NATURAL GAS LINE		308
APPROVED: MCC			

NEW WASTEWATER UNDER WATER



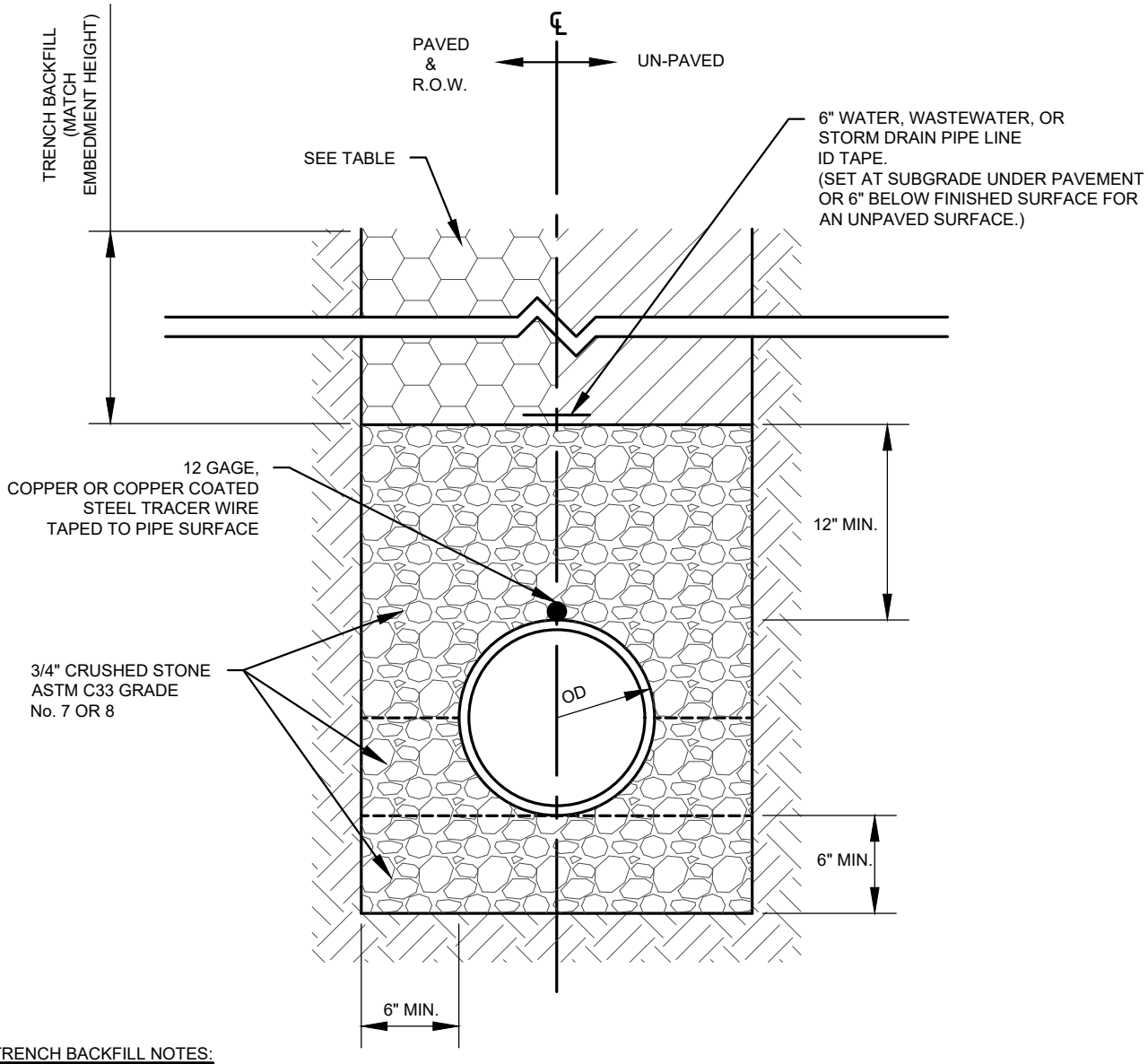
NEW WASTEWATER OVER WATER



NOTES:

1. SEE CITY DETAIL 307 FOR NEW WATER MAIN REQUIREMENTS AT WASTEWATER MAIN CROSSINGS.
2. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
3. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. CENTER NEW WASTEWATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. WASTEWATER MAIN IS TO CROSS WATER MAIN AT 90° ANGLE.
5. NEW WASTEWATER MAIN CROSSING BENEATH NEW OR EXISTING WATER MUST COMPLY WITH ONE OF THE FOLLOWING:
   A. WASTEWATER MAIN PIPE TO BE PRESSURE RATED SDR-26 D2241 PIPE OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG CEMENT STABILIZED SAND ENCASEMENT (2.5 SACKS/CUBIC YARD) CENTERED ON THE CROSSING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 2.0'.
   B. WASTEWATER MAIN PIPE TO BE HEAVY-WALL GRAVITY PIPE SDR-26 D3034 OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 0.5'.
6. NEW WASTEWATER MAIN CROSSING OVER NEW OR EXISTING WATER MAIN TO BE PRESSURE RATED SDR-26 D2241 PIPE OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 2.0'.
7. NEW WATER MAINS CROSSING OVER EXISTING WASTEWATER MAINS ARE COVERED IN CITY DETAIL 307.
8. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
9. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

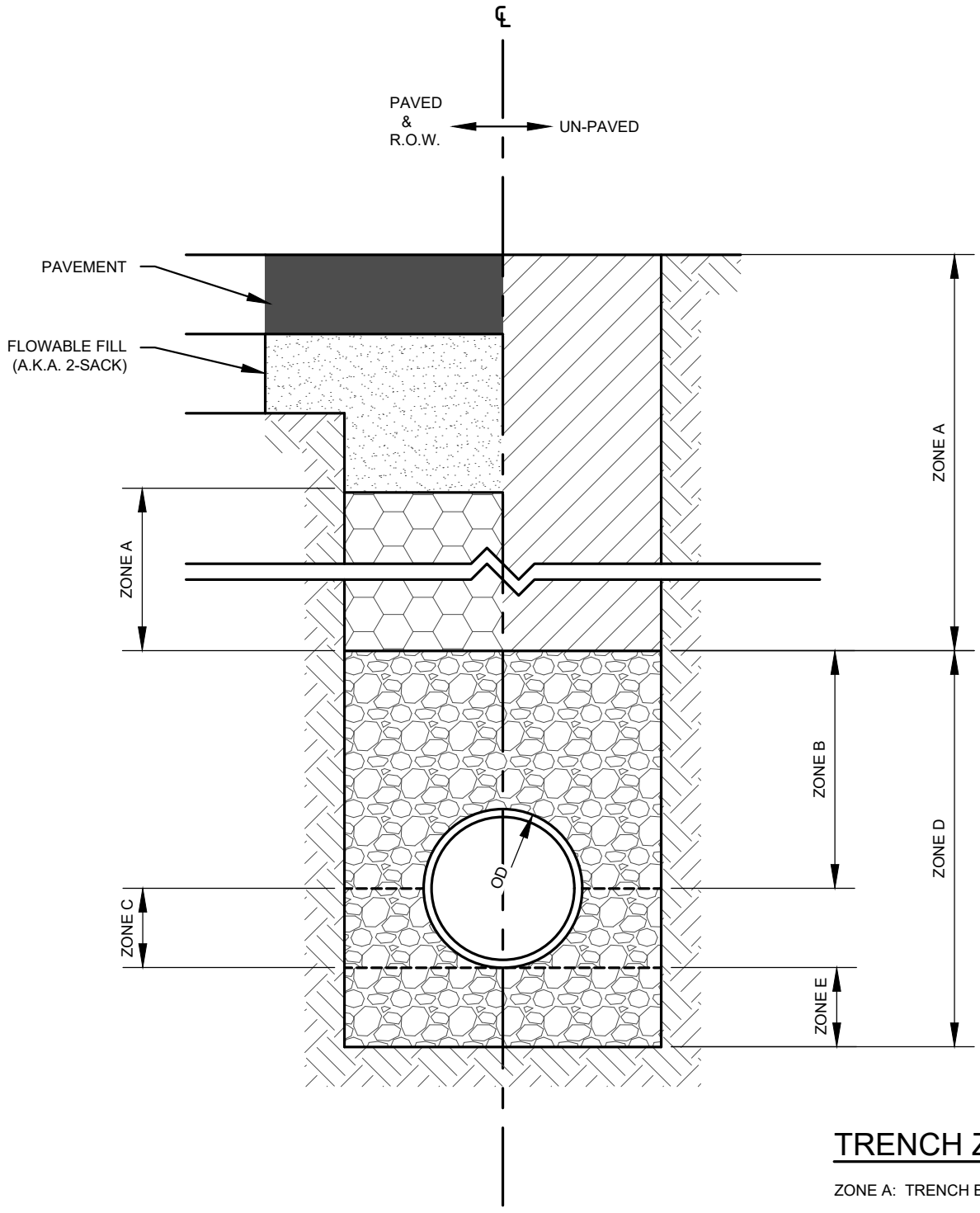
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		NEW WASTEWATER MAIN CROSSING WATER MAIN		309



TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 2".
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	TRENCHING AND BEDDING		310(A)



TRENCH ZONES:

ZONE A: TRENCH BACKFILL

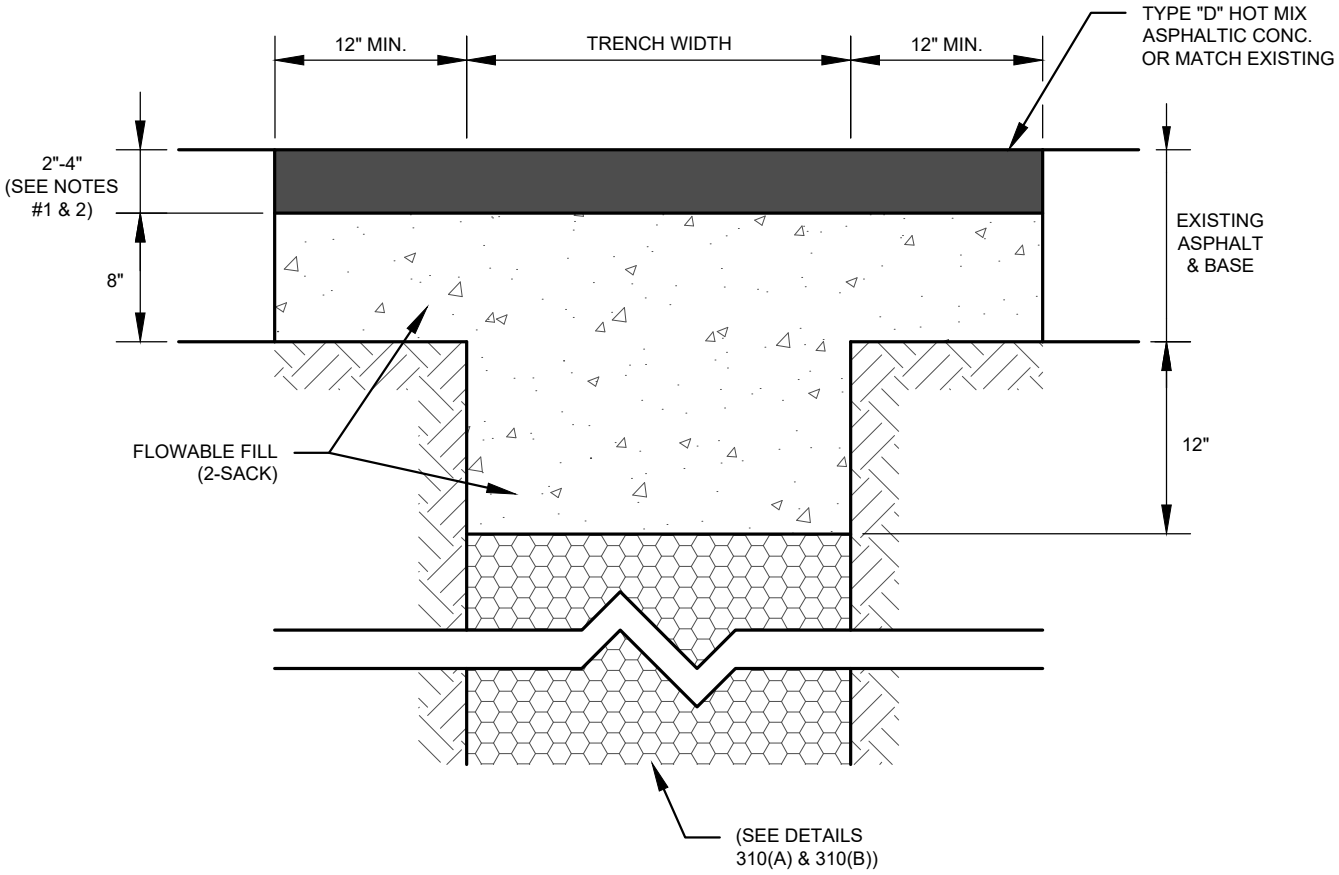
ZONE B: PIPE BACKFILL

ZONE C: HAUNCHING

ZONE D: PIPE EMBEDMENT

ZONE E: BEDDING

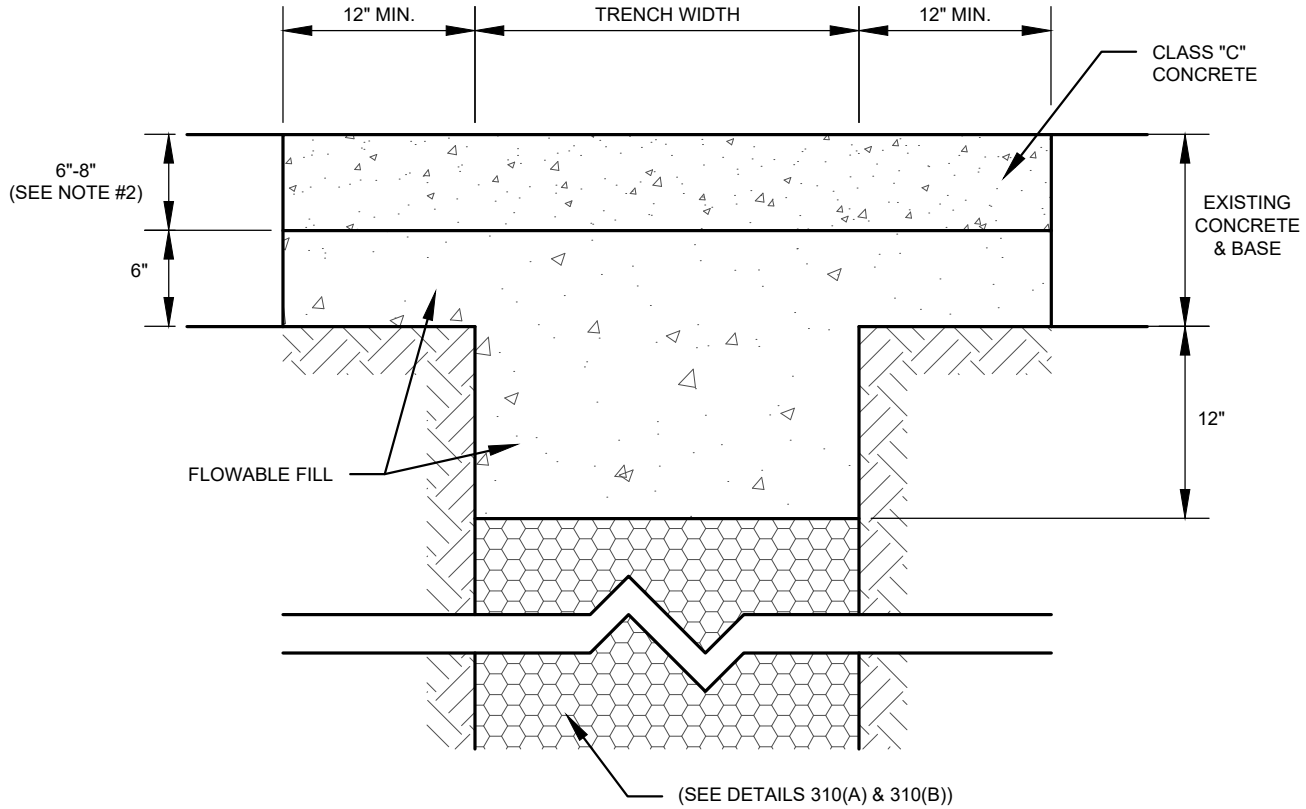
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	TRENCHING AND BEDDING		310(B)



NOTES:

1. ASPHALT PAVEMENT THICKNESS TO BE A MINIMUM OF 2" OR MATCH THE EXISTING ASPHALT THICKNESS IF IT IS GREATER THAN 2" THICK.
2. PLACE ASPHALT PAVEMENT IN MAXIMUM 2" LIFTS, 95% MODIFIED COMPACTION.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. EXTEND BOTH ASPHALT AND FLOWABLE FILL 12" BEYOND THE EDGE OF THE TRENCH ON BOTH SIDES.
5. SEE DETAILS 310(A) AND 310(B) REGARDING TRENCH BACKFILL REQUIREMENTS BENEATH THE FLOWABLE FILL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

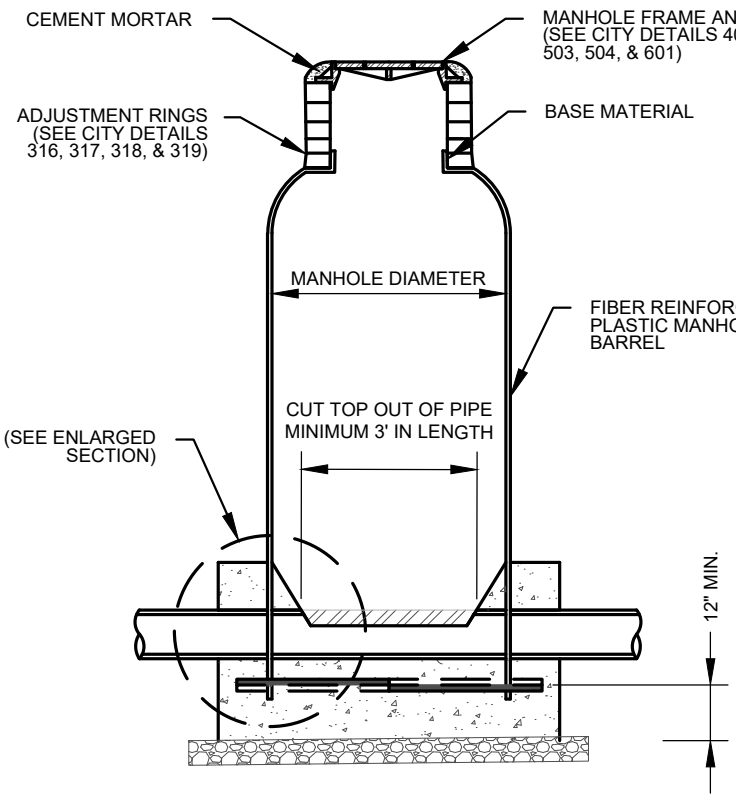
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	ASPHALT TRENCH PAVEMENT REPLACEMENT		311



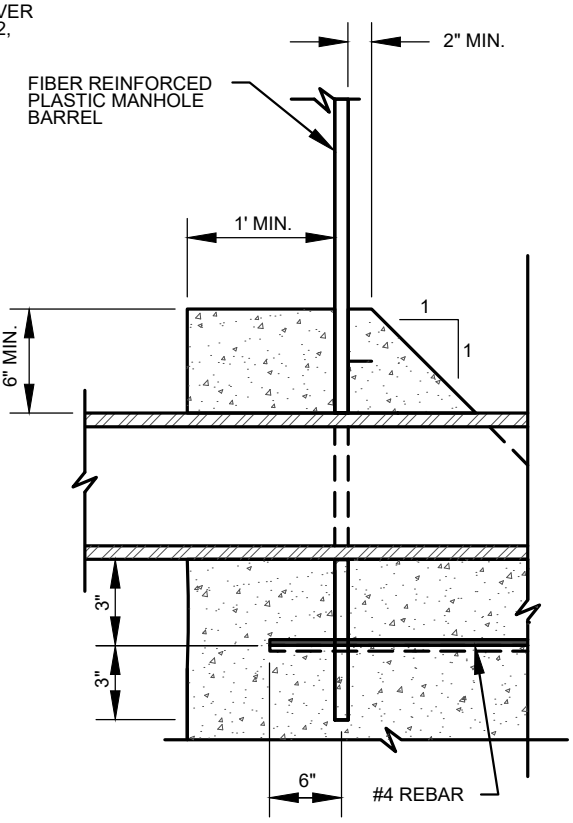
NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE PAVEMENT THICKNESS TO BE A MINIMUM OF 6" OR MATCH THE EXISTING CONCRETE THICKNESS IF IT IS GREATER THAN 6" THICK. CONCRETE PAVEMENT THICKNESS TO BE MINIMUM 8" FOR ARTERIAL PAVEMENT.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. EXTEND BOTH CONCRETE AND FLOWABLE FILL 12" BEYOND THE EDGE OF THE TRENCH ON BOTH SIDES.
5. SEE DETAILS 310(A) AND 310(B) REGARDING TRENCH BACKFILL REQUIREMENTS BENEATH THE FLOWABLE FILL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

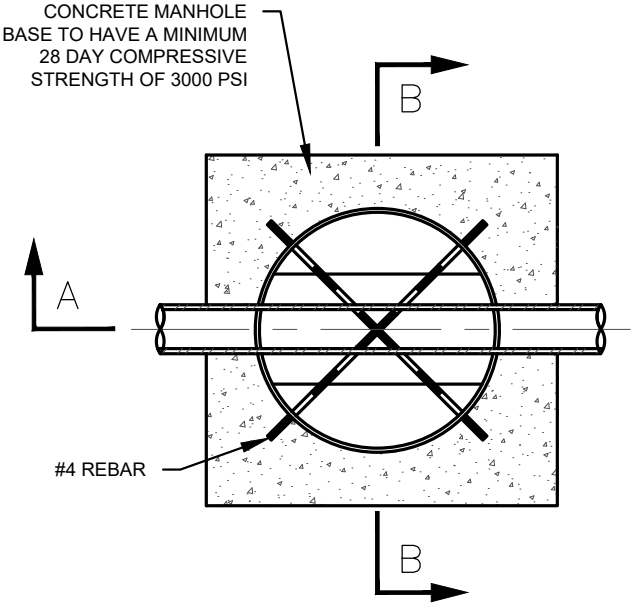
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CONCRETE TRENCH PAVEMENT REPLACEMENT		312

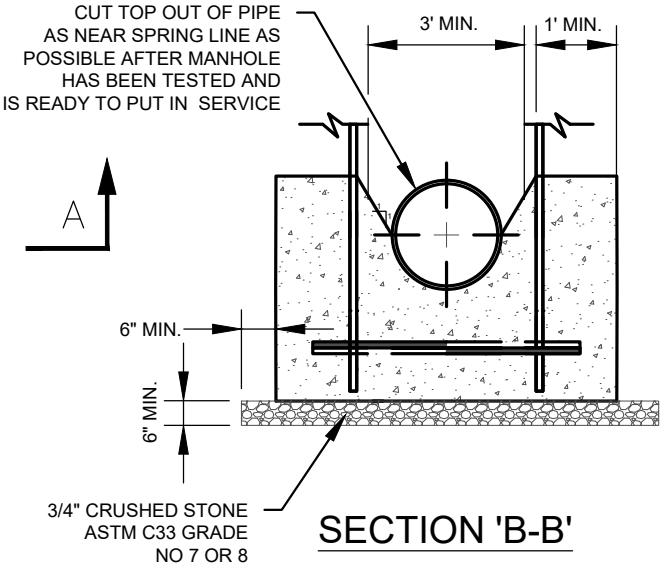


SECTION 'A-A"



ENLARGED SECTION





SECTION 'B-B'

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:

MIDLAND Engineering Services

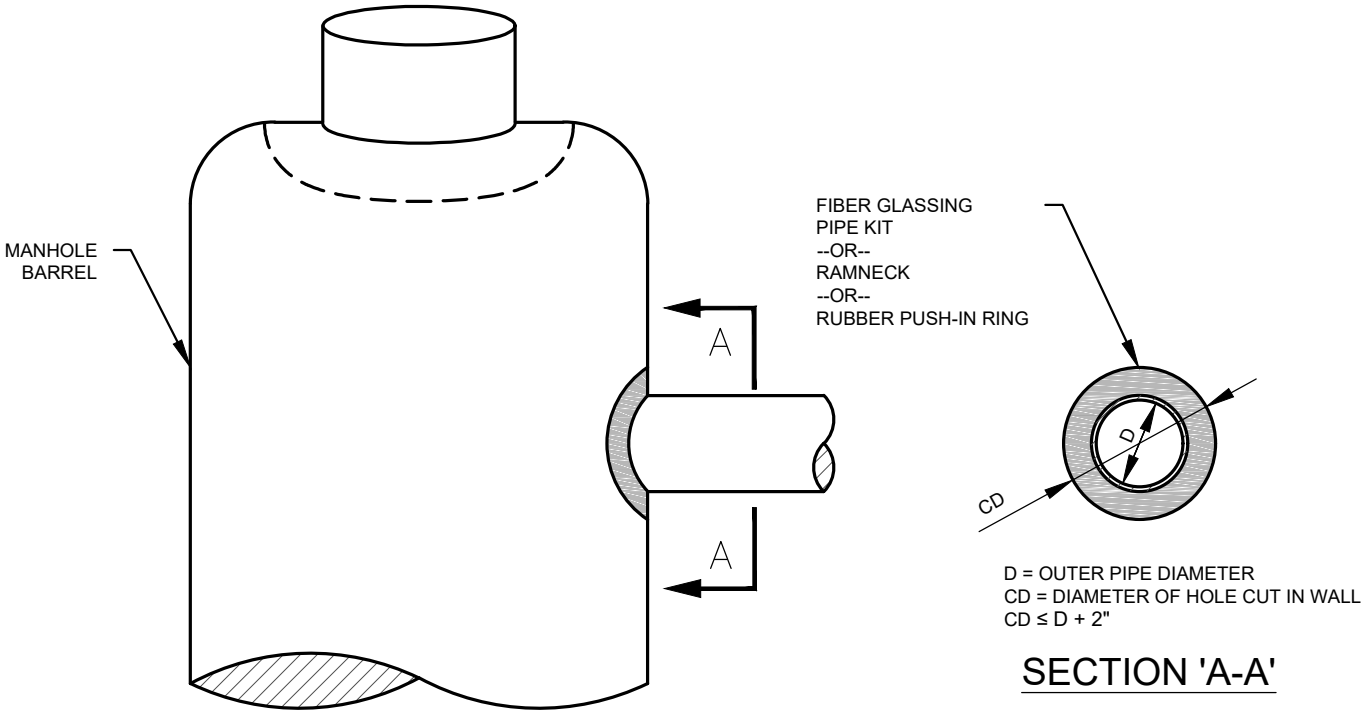
TYPICAL FIBERGLASS MANHOLE

313(A)

NOTES:

1. 48" DIAMETER MANHOLES TO BE USED FOR PIPE DIAMETERS OF 24" OR SMALLER ONLY.
2. INSTALL DROPS AND INTERSECTING PIPES ONLY WHEN CALLED FOR IN CONSTRUCTION DRAWINGS.
3. SET MANHOLE FRAME IN SEALANT PER CITY OF MIDLAND STANDARD SPECIFICATIONS.
4. NEW MANHOLE TO HAVE SEAMLESS AND CONTINUOUS NECK, SHOULDER, AND BARREL.
5. ALL CONCRETE TO BE CLASS "A" CONCRETE.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	TYPICAL FIBERGLASS MANHOLE		313(B)

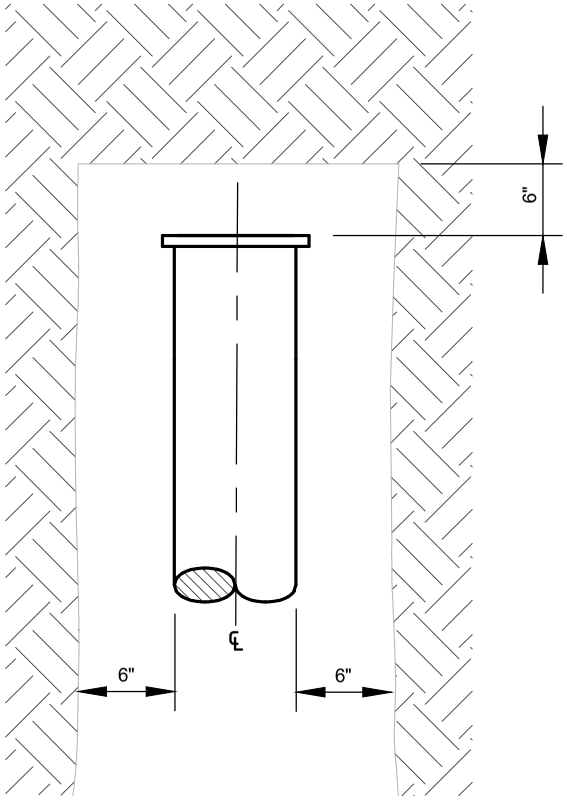


SECTION 'A-A'

NOTES:

1. THE DIAMETER OF THE CUTOUT IN THE MANHOLE BARREL IS TO BE NO MORE THAN 2.0" WIDER THAN THE OUTER WALL DIAMETER OF THE PENETRATING PIPE.
2. THE PENETRATING PIPE IS TO BE CENTERED IN THE MANHOLE BARREL CUTOUT.
3. PIPES PENETRATING MANHOLE MUST BE MINIMUM 6" DIAMETER, AND SERVICE LINES MUST BE CONSTRUCTED TO CITY WASTEWATER MAIN OR STORM DRAIN STANDARDS WITHIN PUBLIC RIGHT OF WAY OR EASEMENT.
4. FORM FLOW SURFACE AND MOUND CONCRETE AROUND PIPE PENETRATIONS, TO FORM A SEAL, IN ONE CONTINUOUS PLACEMENT OPERATION.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL:
TYPICAL FIBERGLASS MANHOLE PIPE PENETRATION			314

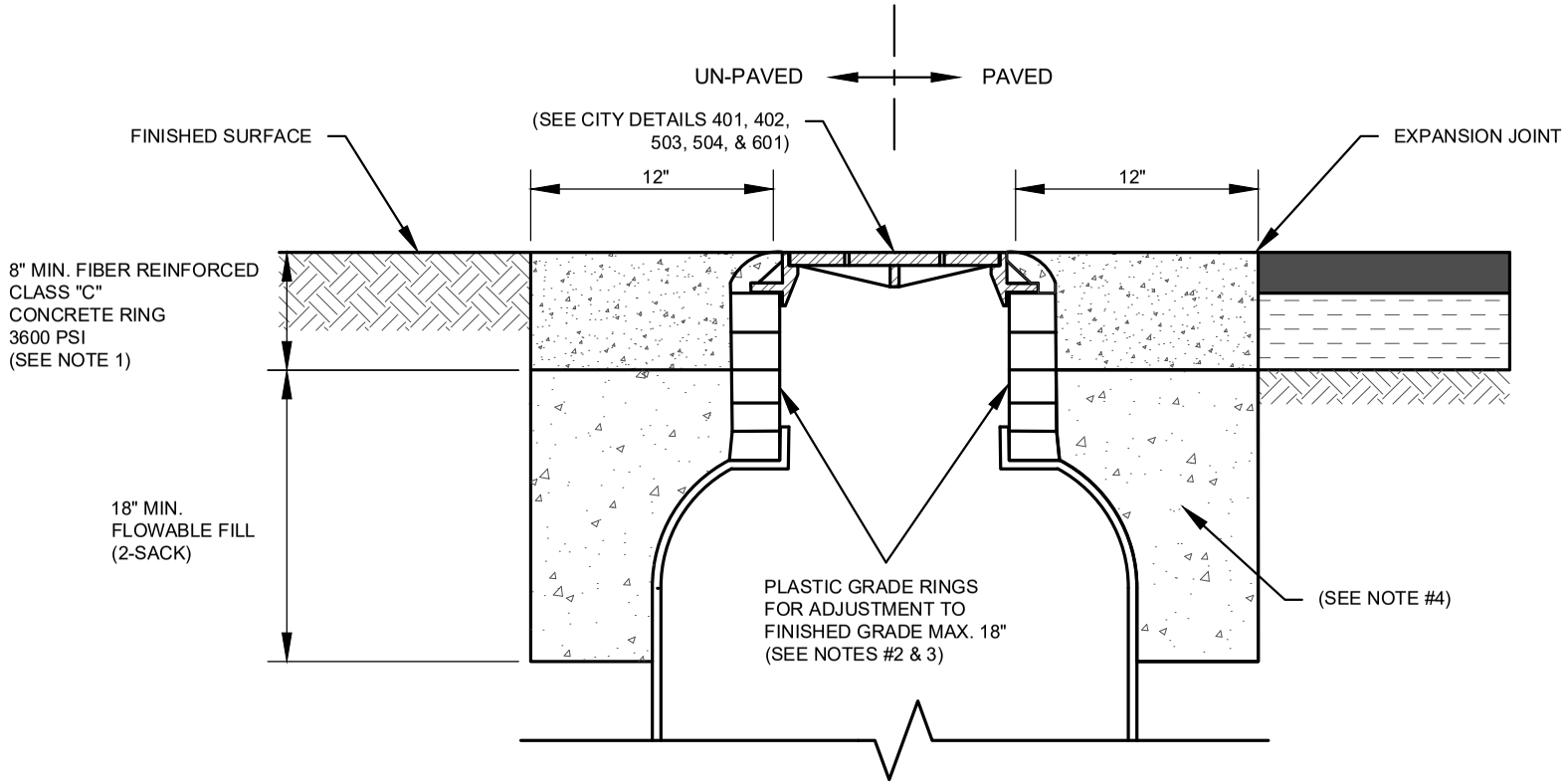


PLUG BLOCKING

NOTES:

1. PLUG ALL WASTEWATER MAIN AND STORM DRAIN STUB OUTS. SECURE PLASTIC PLUG TO END OF STORM DRAIN.
2. FITTINGS TO BE POLY WRAPPED BEFORE BACKFILLING.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		GRAVITY MAIN PLUG		315

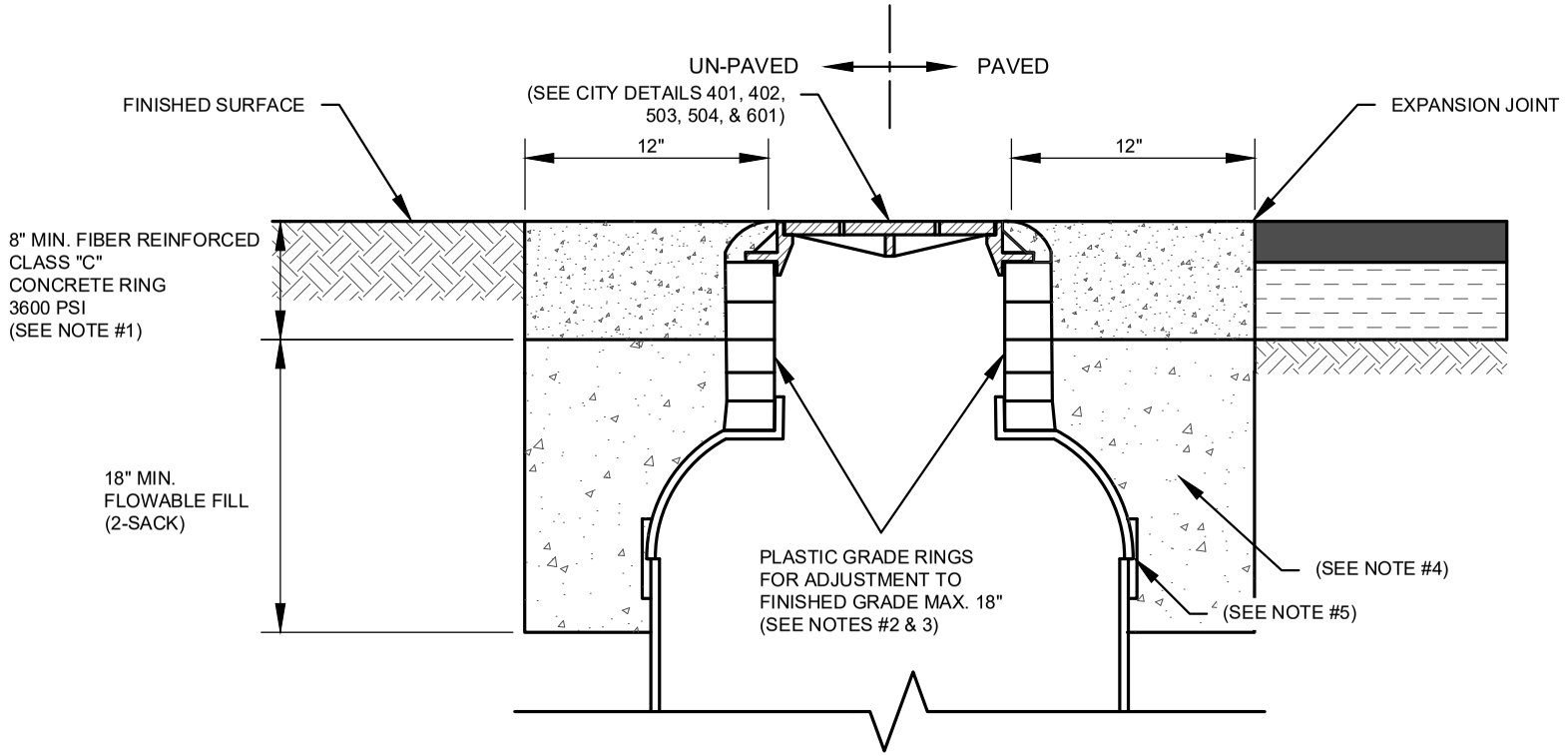


NEW MANHOLE ADJUSTMENT

NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING,3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION, AND FILL TO FINISHED BASE ELEVATION WITH FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT).
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		NEW MANHOLE ADJUSTMENT		316

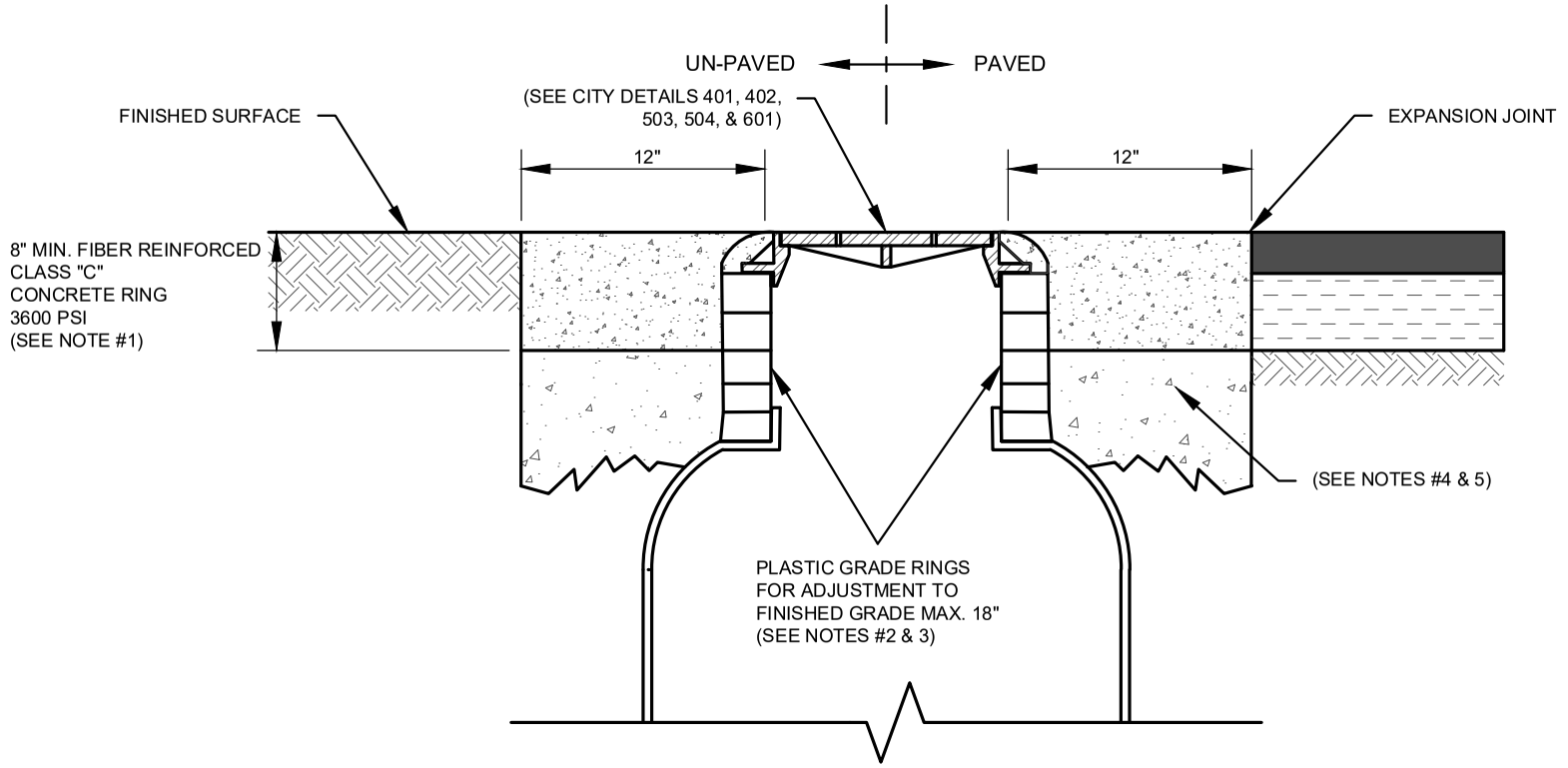


EXISTING MANHOLE BARREL ADJUSTMENT

NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION, AND FILL TO FINISHED BASE ELEVATION WITH FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT).
5. MANUFACTURED WATERTIGHT CONNECTOR, CORE DRILL AND INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		EXISTING MANHOLE BARREL ADJUSTMENT		317

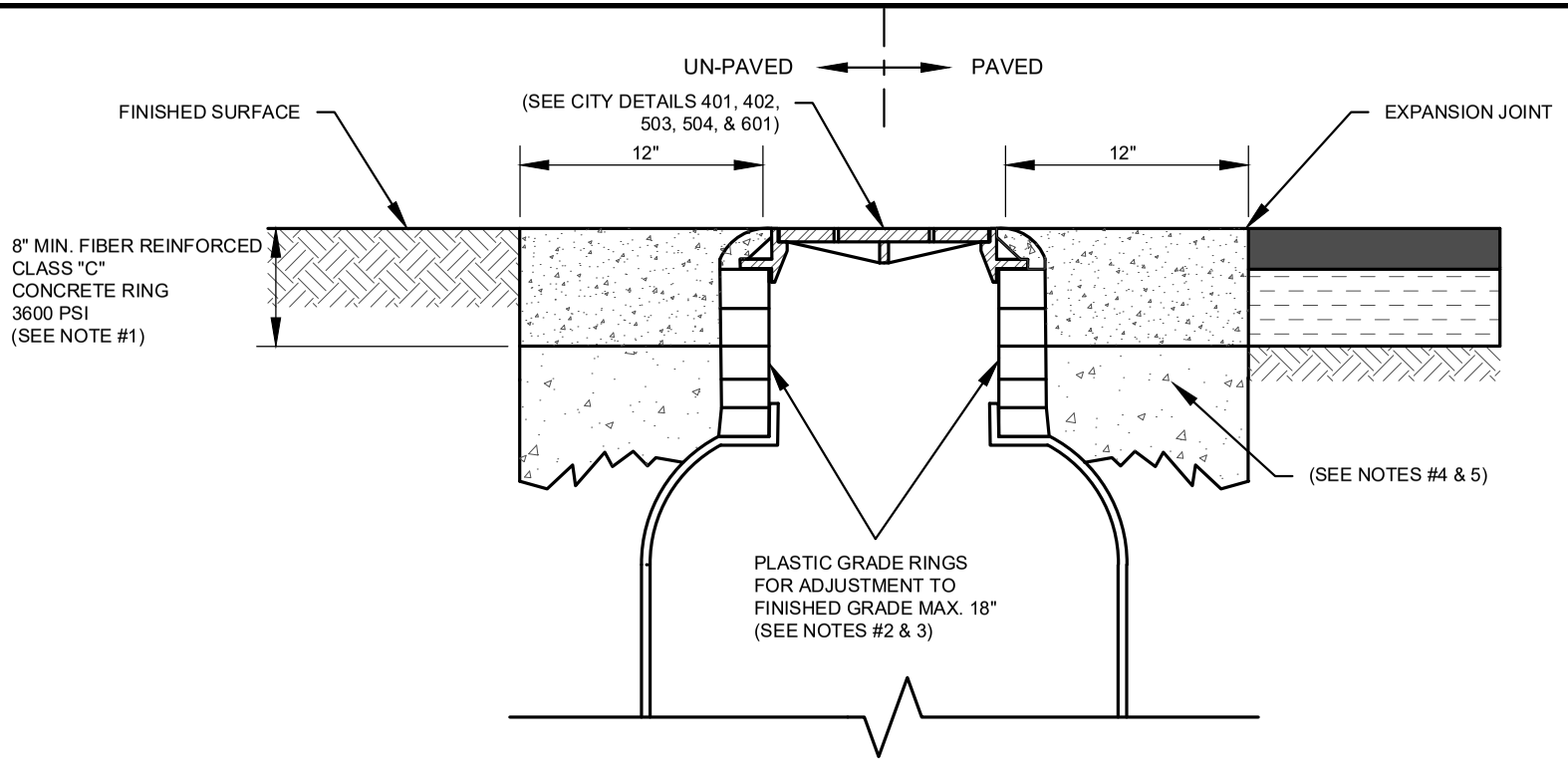


NEW MANHOLE RING & COVER ADJUSTMENT

NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION.
5. FILL ANY OVER-EXCAVATION WITH FLOWABLE FILL 2-SACK (2-SACK = 188 LBS/CY, PORTLAND CEMENT).
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		NEW MANHOLE RING & COVER ADJUSTMENT		318

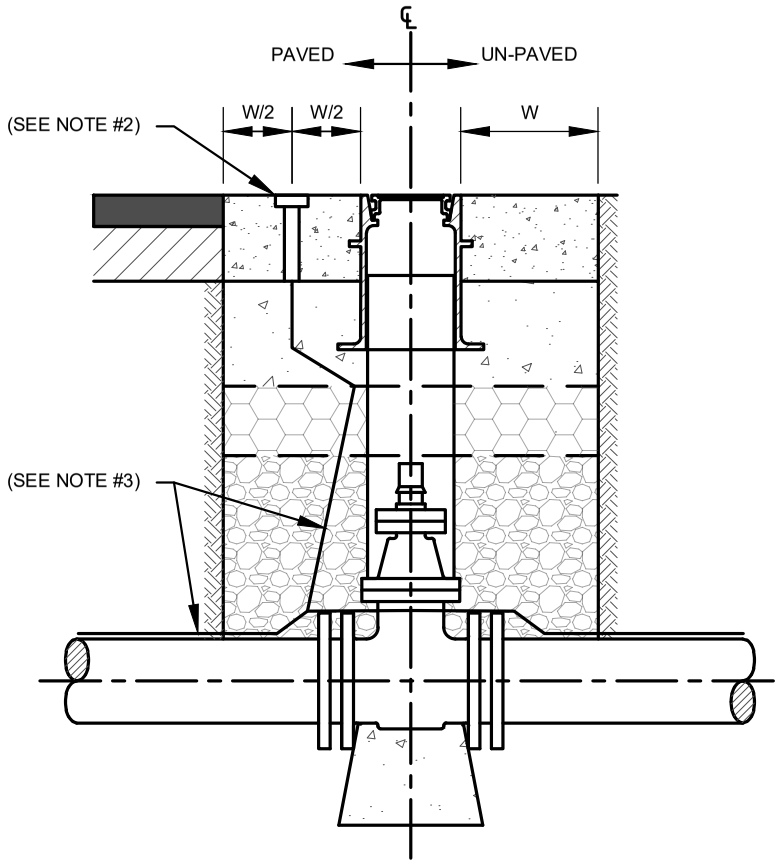


EXISTING MANHOLE RING & COVER ADJUSTMENT

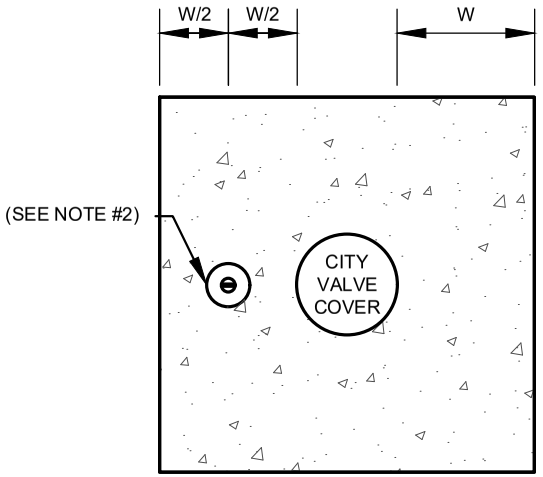
NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION.
5. FILL ANY OVER-EXCAVATION WITH FLOWABLE FILL 2-SACK (2-SACK = 188 LBS/CY, PORTLAND CEMENT).
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE:	10/01/2018	SCALE: NTS	DETAIL:
		EXISTING MANHOLE RING & COVER ADJUSTMENT			319



CROSS SECTION VIEW

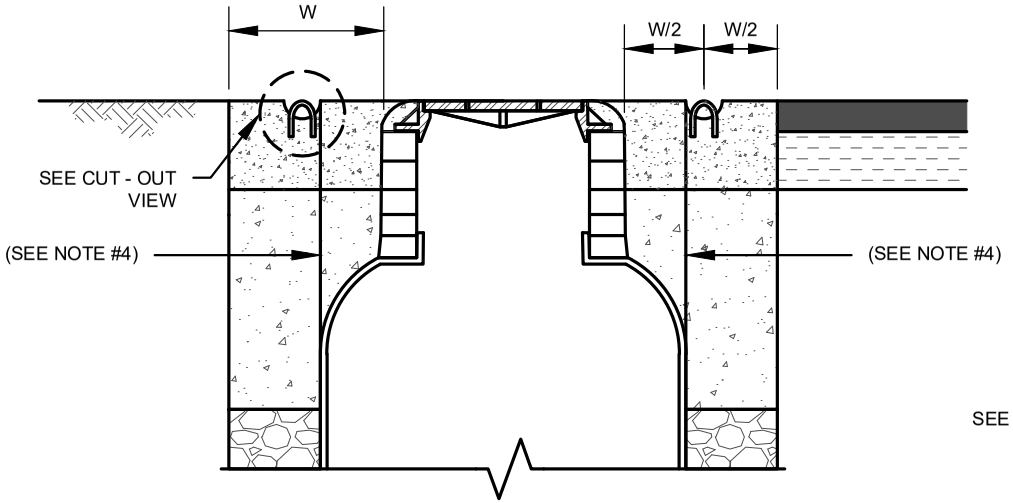


PLAN VIEW

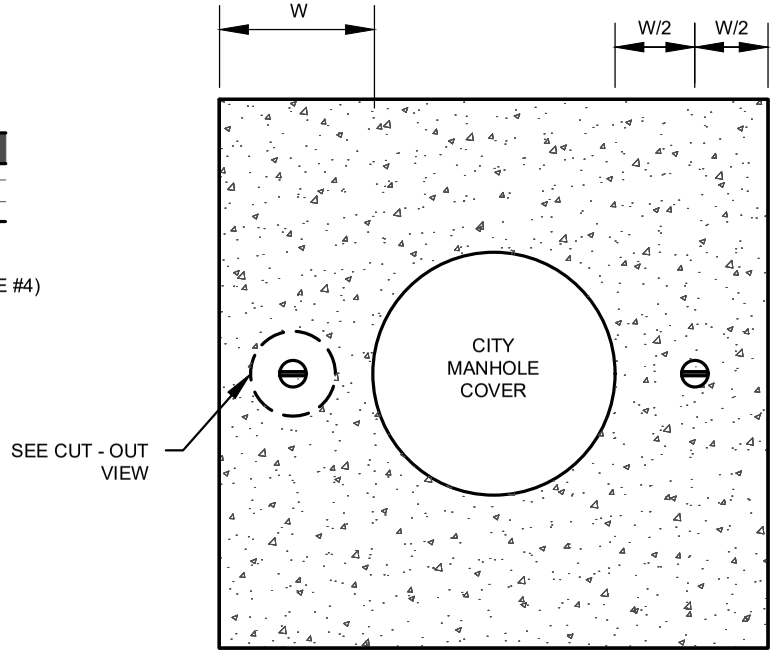
NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGARDING VALVES, COVERS, CONCRETE RINGS, ETC.
2. TRAFFIC RATED COPPERHEAD SNAKEPIT TEST STATION OR APPROVED EQUAL. SET FLUSH WITH FINISHED SURFACE OF CONCRETE RING.
3. TRACER WIRE PER DETAIL 310 (A) TO BE TAPED TO SIDE OF VALVE BOX AND FASTENED SECURELY TO END OF TEST STATION. TRACER WIRE TO REMAIN ENTIRELY COVERED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

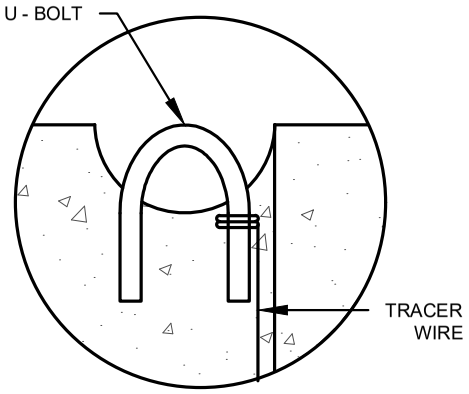
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		VALVE DETECTOR WIRE END		320



CROSS SECTION VIEW



PLAN VIEW



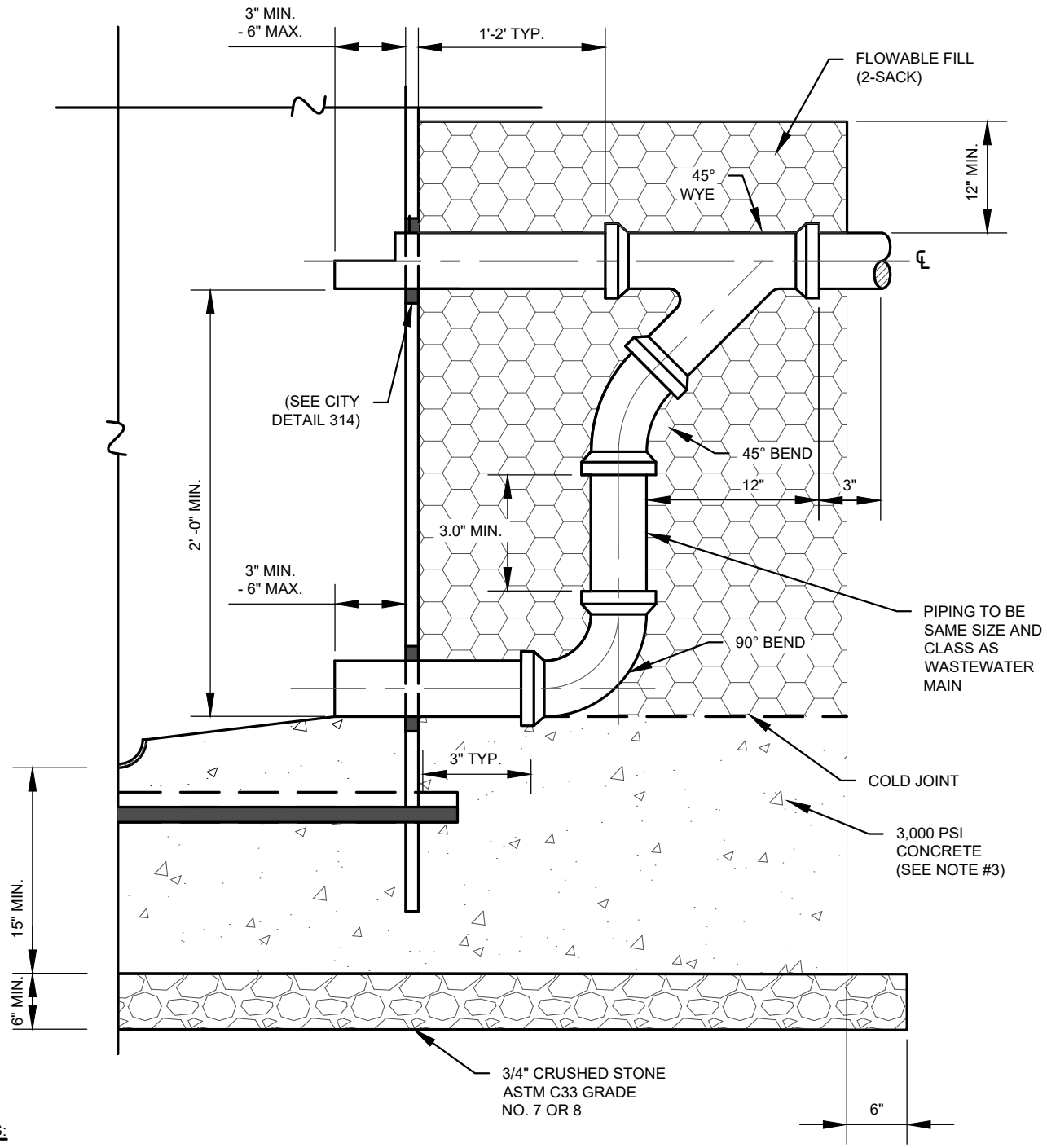
CUT - OUT VIEW

NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGUARDING MANHOLES, COVERS, CONCRETE RINGS, ETC.
2. U - BOLT IS TO BE GALVANIZED STEEL RATED FOR OUDOOR EXPOSURE, 1.0" DIAMETER.
3. U - BOLT IS TO BE SET FLUSH WITH FINISHED SURFACE OF CONCRETE RING. THERE IS TO BE A SMALL DEPRESSION IN THE CONCRETE SUFFICIENT TO ALLOW A CLAMP OR WIRE TO BE PLACED AROUND THE EXPOSED METAL.
4. TRACER WIRE PER DETAIL 310(A) TO BE TAPED TO SIDE OF MANHOLE AND WRAPPED SECURELY TO END OF U-BOLT WHEN INSTALLED. TRACER WIRE IS TO REMAIN ENTIRELY COVERED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

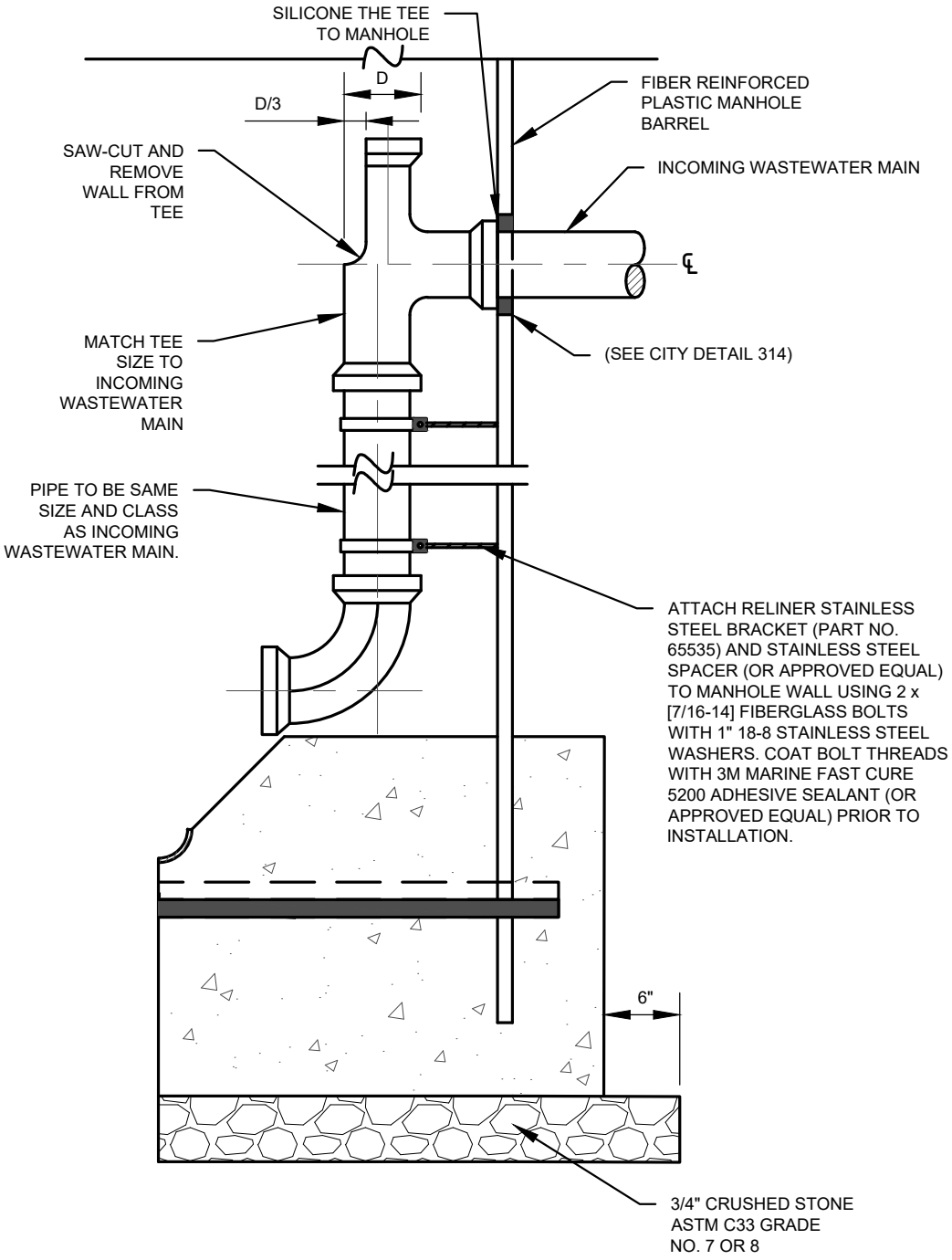
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	MANHOLE DETECTOR WIRE END		321
APPROVED: MCC			



NOTES:

1. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT). REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
2. INSTALL BEND AND WYE AS NEAR TO MANHOLE WALL AS PRACTICAL, USUALLY 3"-4" FROM THE BEND AT THE BOTTOM.
3. ALL CONCRETE TO BE CLASS "A" CONCRETE.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

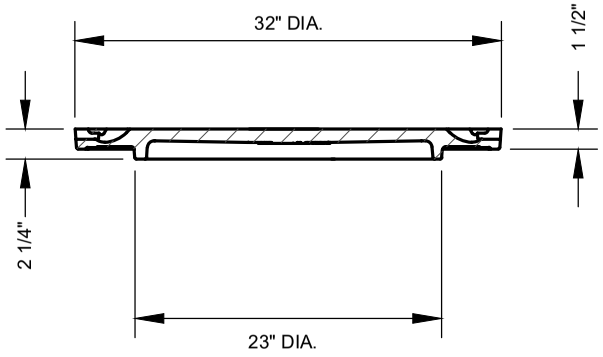
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	EXTERNAL DROP STRUCTURE		501



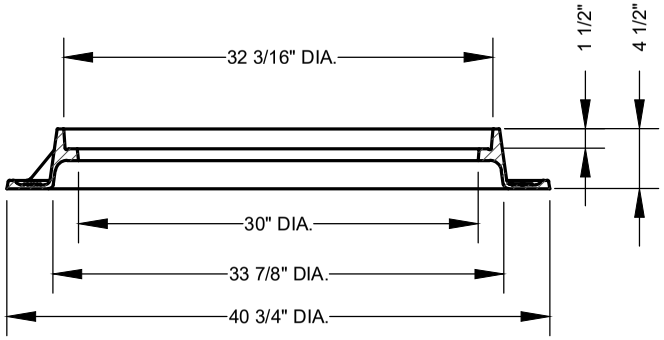
NOTES:

1. THIS DETAIL MAY ONLY BE USED WHEN CONNECTING TO AN EXISTING MANHOLE AND WITH THE PERMISSION OF BOTH THE CITY ENGINEER AND UTILITY DEPARTMENT REPRESENTATIVE.
2. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT). REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

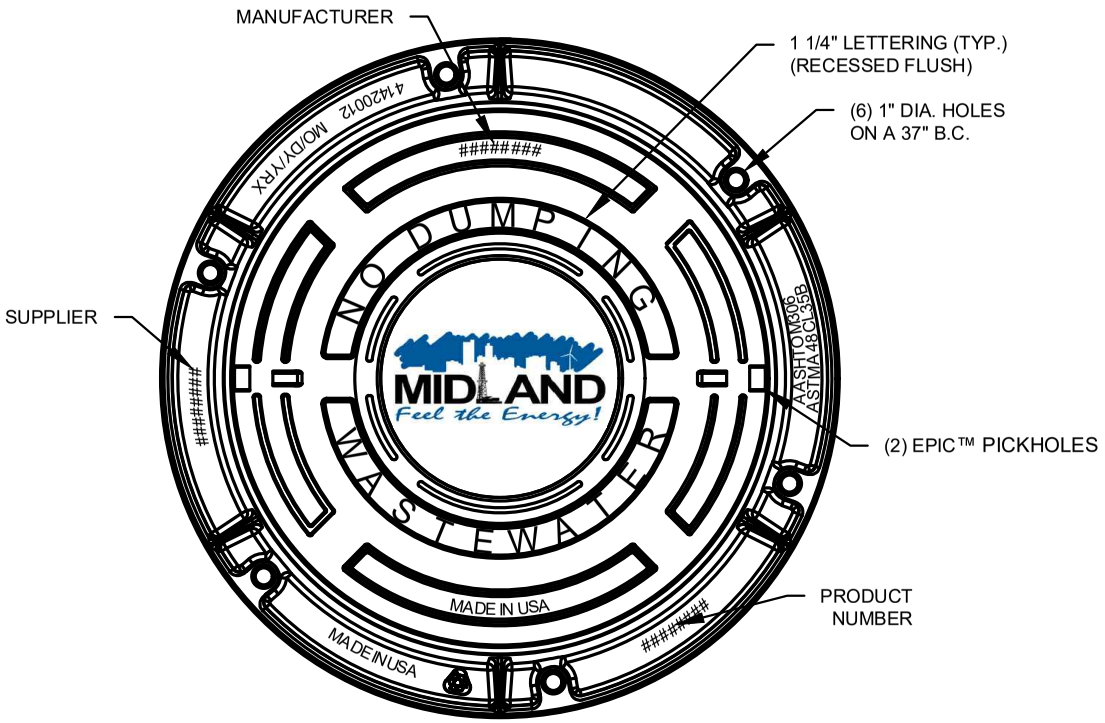
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL:
	INTERNAL DROP STRUCTURE		502

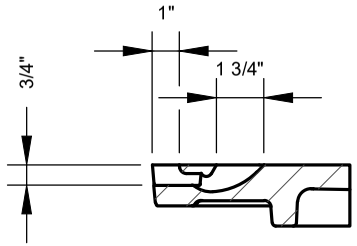


COVER SECTION



FRAME SECTION





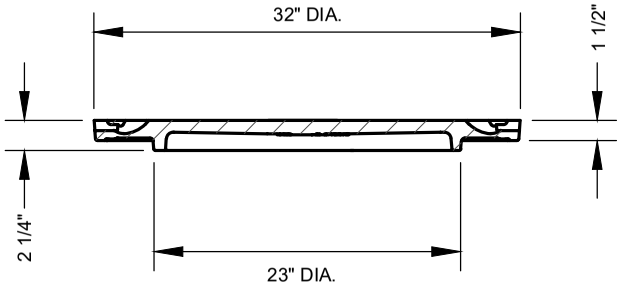
PICKHOLE DETAIL

NOTES:

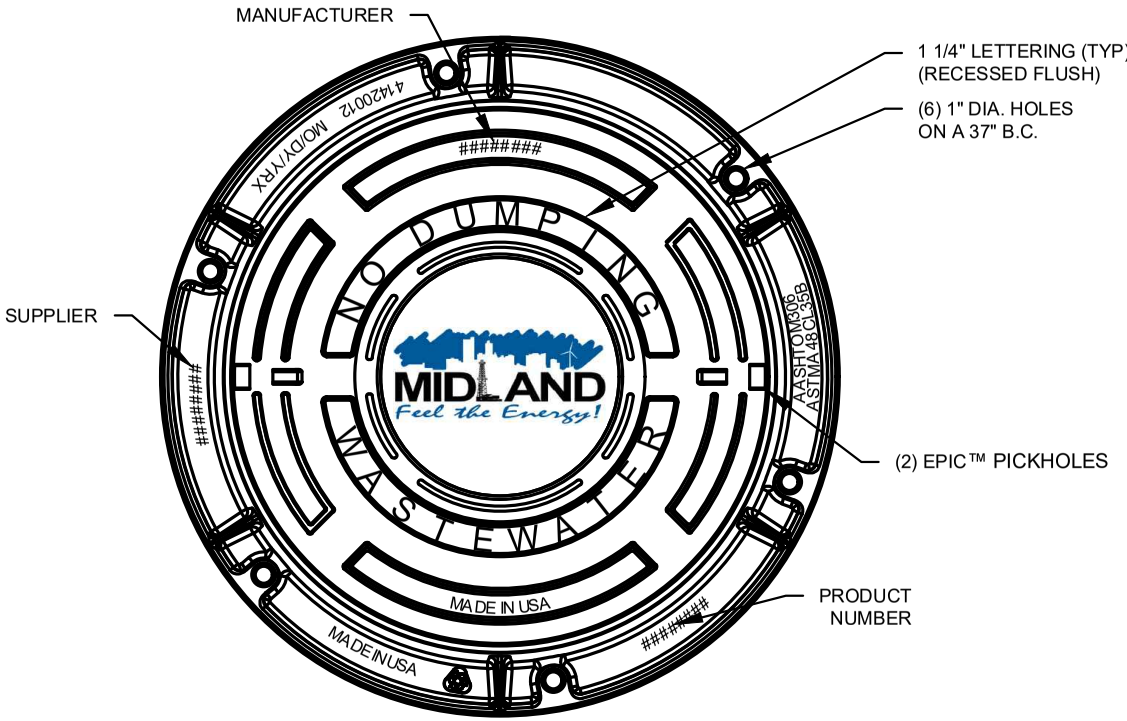
1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
   "NO DUMPING"
   CITY OF MIDLAND LOGO
   "WASTEWATER"

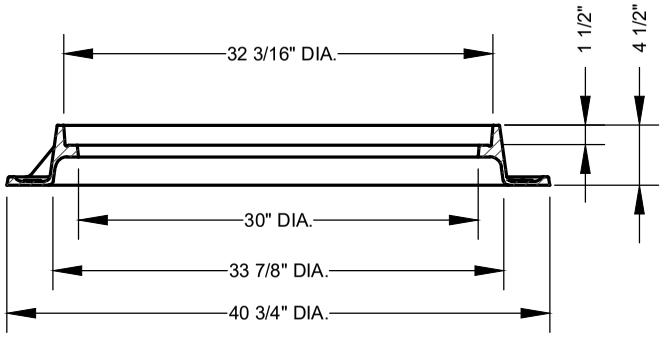
   EAST JORDAN V1420Z1/V1430A ASSEMBLY
   OR APPROVED EQUAL
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		TYPICAL WASTEWATER MANHOLE COVER	DETAIL: 503

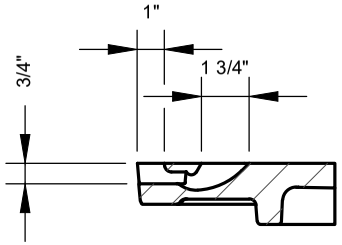


COVER SECTION





FRAME SECTION



PICKHOLE DETAIL

NOTES:

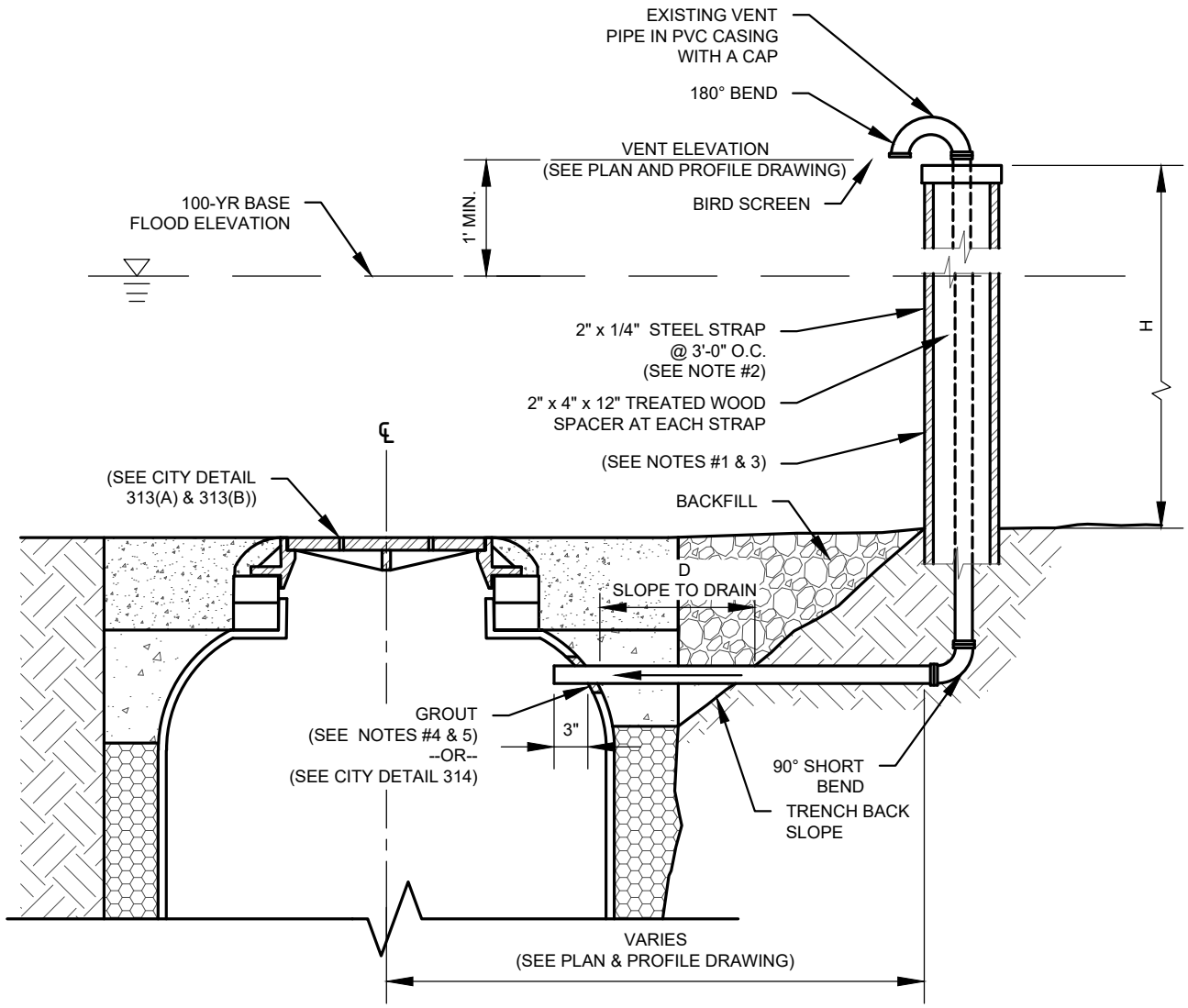
1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
   "NO DUMPING"
   CITY OF MIDLAND LOGO
   "WASTEWATER"

   EAST JORDAN V1420ZPT/V1430APT ASSEMBLY OR APPROVED EQUAL

2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.

3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		WATER TIGHT WASTEWATER MANHOLE COVER	DETAIL: 504

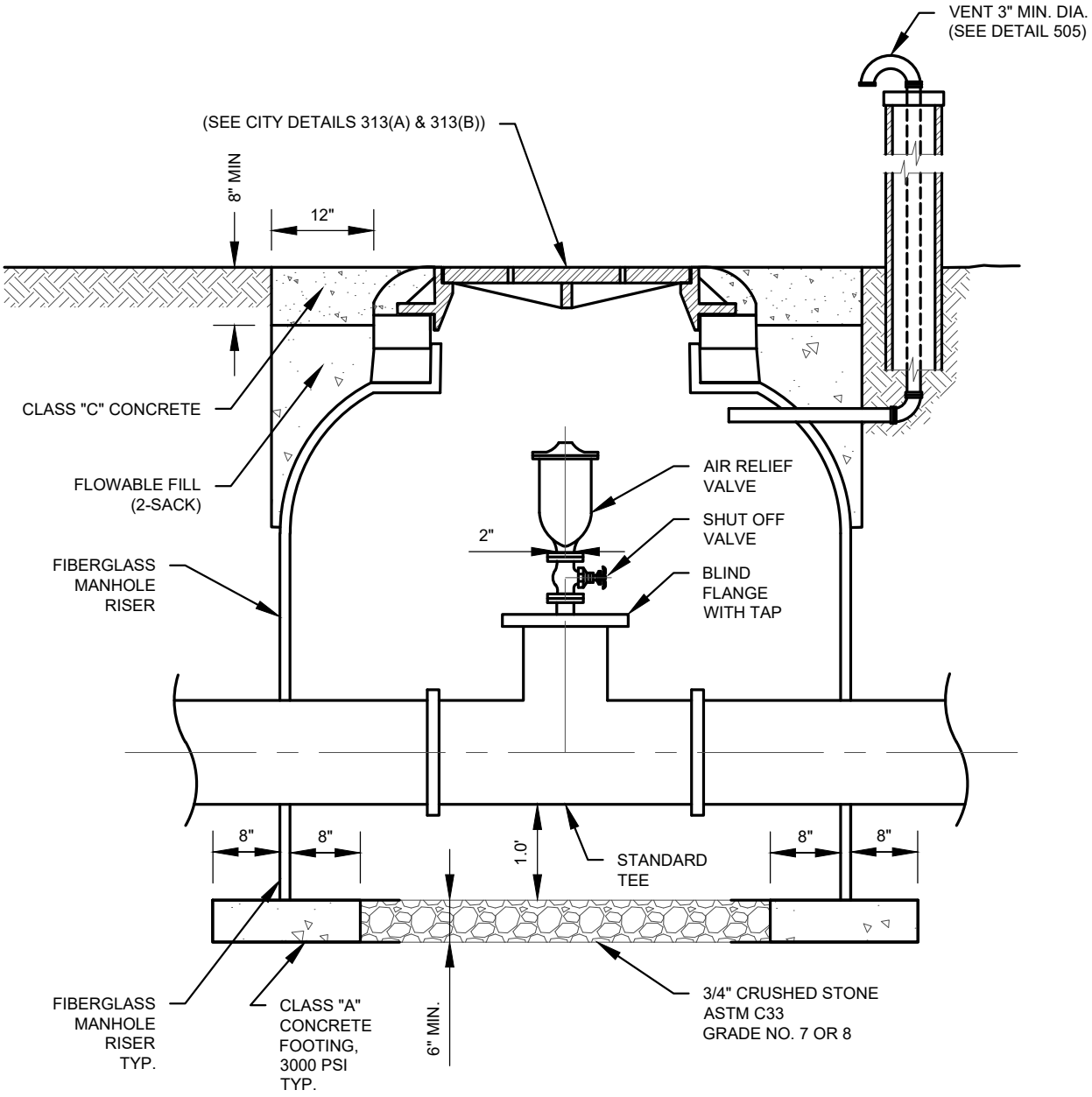


REMOTE VENT PIPE

NOTES:

1. ALL PIPING TO BE 3" DIA. DUCTILE IRON WITH FLANGED JOINTS COATED INSIDE AND OUTSIDE.
2. PAINT ALL STRAPPING WITH 2 COATS OF ALL WEATHER EPOXY.
3. PAINT ALL EXPOSED PIPING WITH 2 COATS OF ALL WEATHER EPOXY.
4. APPROVED WATER TIGHT MANHOLE CONNECTOR INSTALLED PER SPECIFICATION AND/OR MANUFACTURER'S INSTRUCTIONS.
5. GROUT TO BE APPROVED NON-SHRINK TYPE.
6. MANHOLE VENT TO BE USED IN CONJUNCTION WITH WATER TIGHT MANHOLE RINGS AND COVERS SPACED EVERY THIRD MANHOLE OR AS SHOWN ON THE PLANS.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

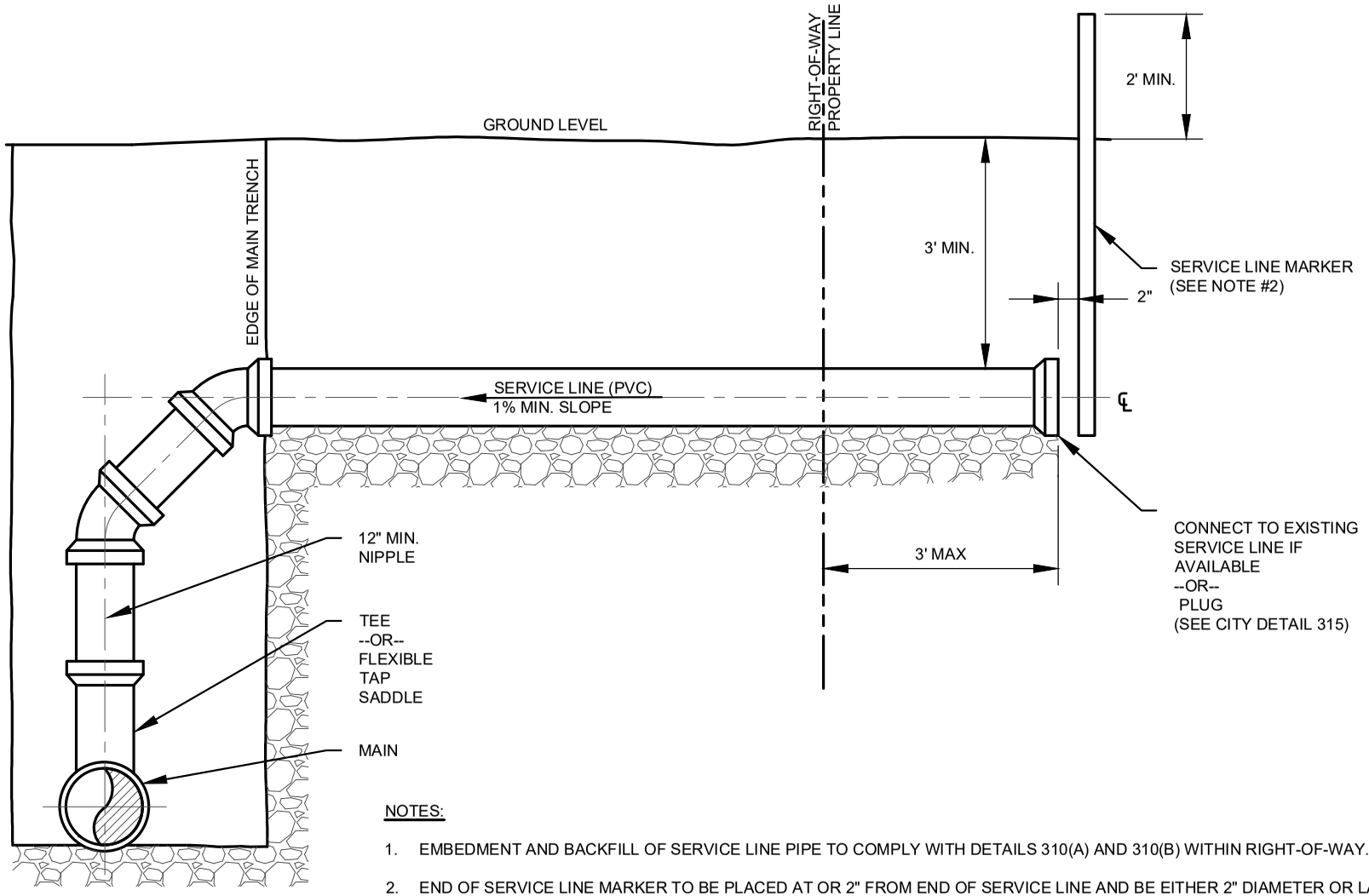
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	REMOTE VENT PIPE		505



NOTES:

1. IF AIR RELIEF VALVE IS LOCATED IN PAVEMENT THE COVER IS TO BE A GRATE COVER AND NO VENT PIPES ARE TO BE UTILIZED.
2. ALL CONCRETE PAVEMENT TO BE CLASS "C" CONCRETE, 3600 PSI.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 - SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	FORCE MAIN RELIEF VALVE		506

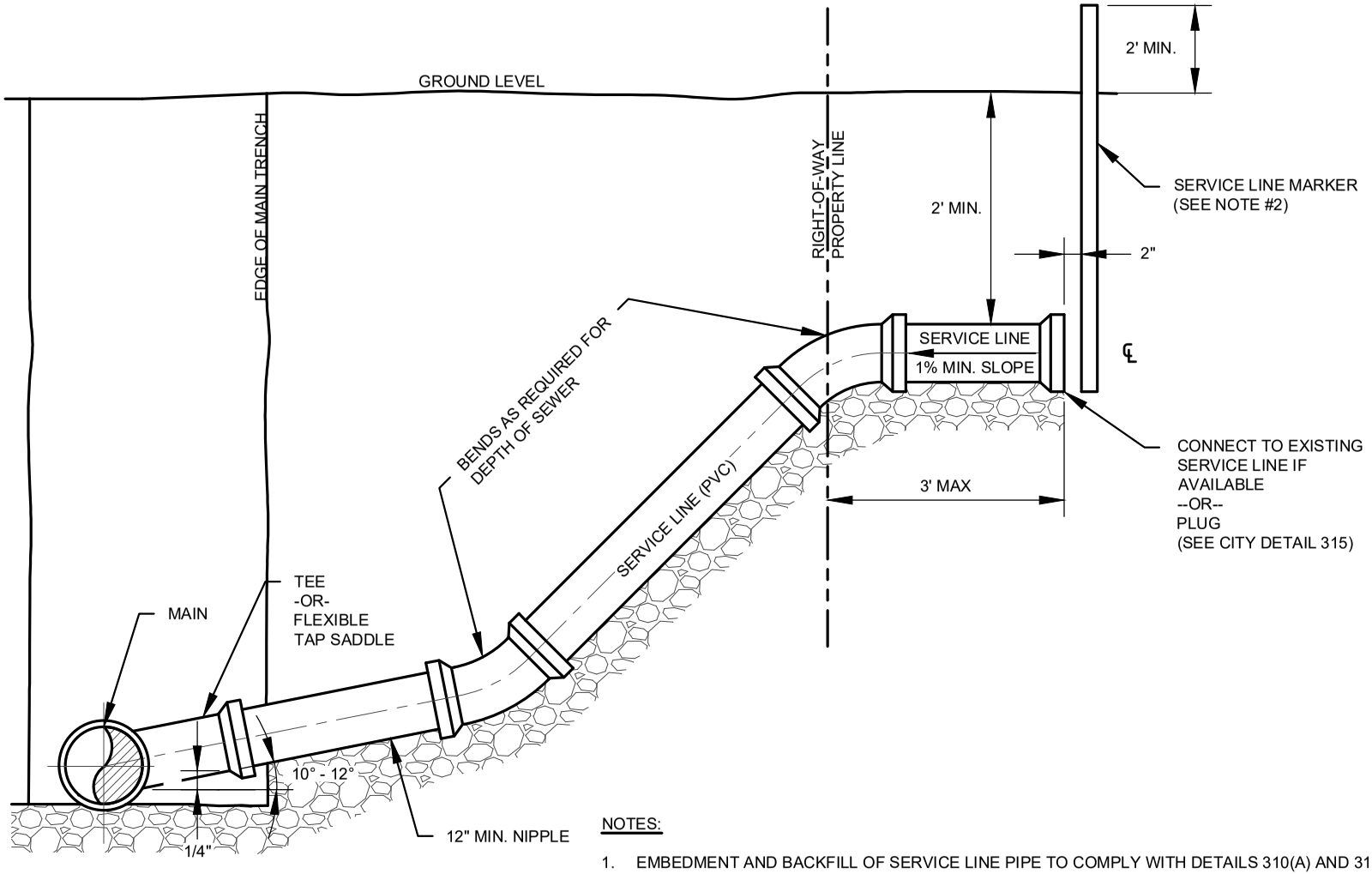


NOTES:

1. EMBEDMENT AND BACKFILL OF SERVICE LINE PIPE TO COMPLY WITH DETAILS 310(A) AND 310(B) WITHIN RIGHT-OF-WAY.
2. END OF SERVICE LINE MARKER TO BE PLACED AT OR 2" FROM END OF SERVICE LINE AND BE EITHER 2" DIAMETER OR LARGER PVC OR FLEXIBLE POLYETHYLENE PIPE.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHER WISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL:
CHECKED: JCF	4" AND 6" WASTEWATER SERVICE LATERAL TAP OPTION 1		507
APPROVED: MCC			

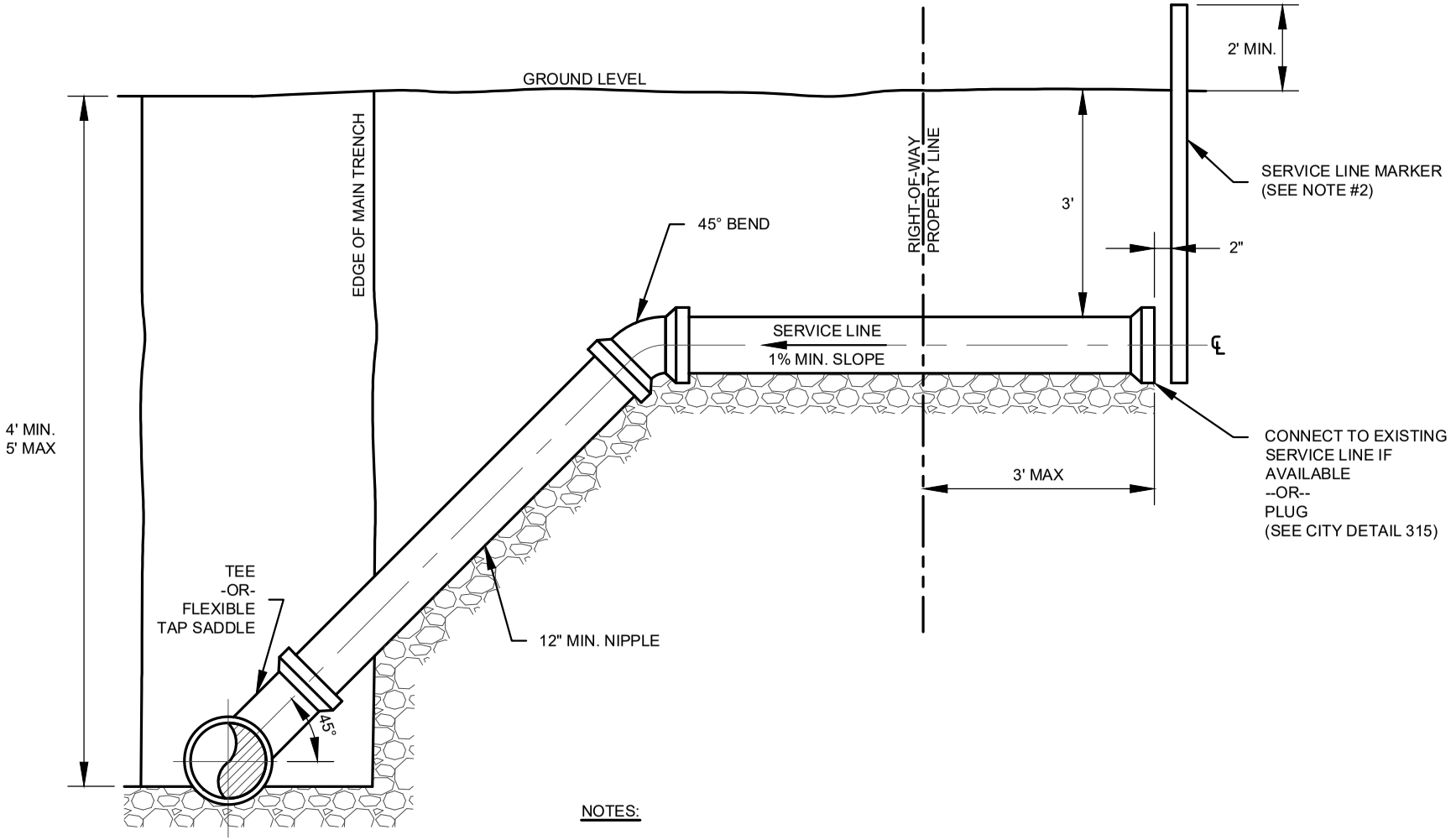


NOTES:

1. EMBEDMENT AND BACKFILL OF SERVICE LINE PIPE TO COMPLY WITH DETAILS 310(A) AND 310(B) WITHIN RIGHT-OF-WAY.
2. END OF SERCIVE LINE MARKER TO BE PLACED 2" FROM END OF SERVICE LINE AND BE EITHER 2" DIAMETER OR LARGER PVC OR FLEXIBLE POLYETHYLENE PIPE.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHER WISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	4" AND 6" WASTEWATER SERVICE LATERAL TAP OPTION 2		508
APPROVED: MCC			



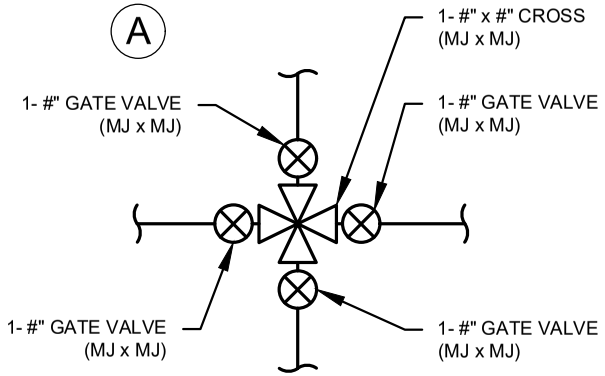
NOTES:

1. EMBEDMENT AND BACKFILL OF SERVICE LINE PIPE TO COMPLY WITH DETAILS 310(A) AND 310(B) WITHIN RIGHT-OF-WAY.
2. END OF SERVICE LINE MARKER TO BE PLACED 2" FROM END OF SERVICE LINE AND BE EITHER 2" DIAMETER OR LARGER PVC OR FLEXIBLE POLYETHYLENE PIPE.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

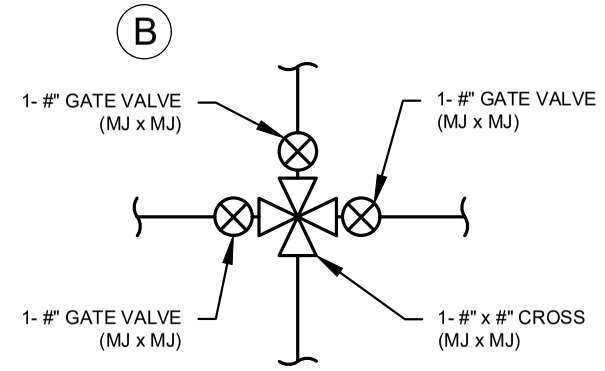
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		4" AND 6" WASTEWATER SERVICE LATERAL TAP OPTION 3		509

CROSS FITTING RESTRAINTS

A

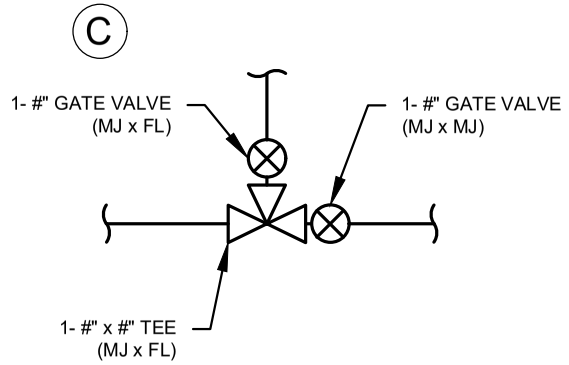


B

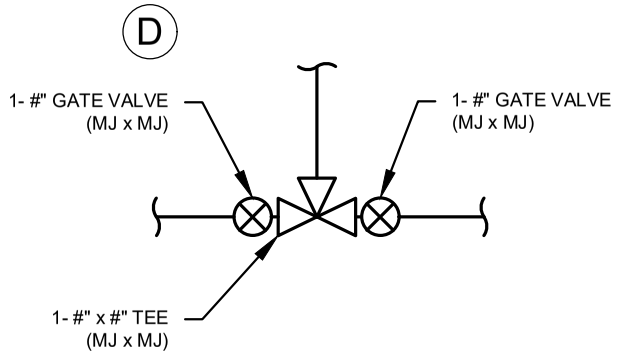


TEE FITTING RESTRAINTS

C

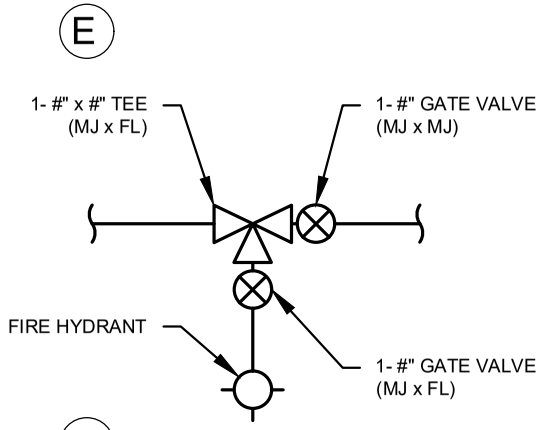


D

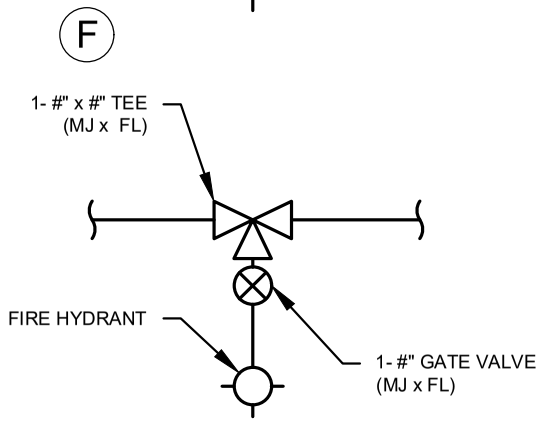


FIRE HYDRANT RESTRAINTS

E



F

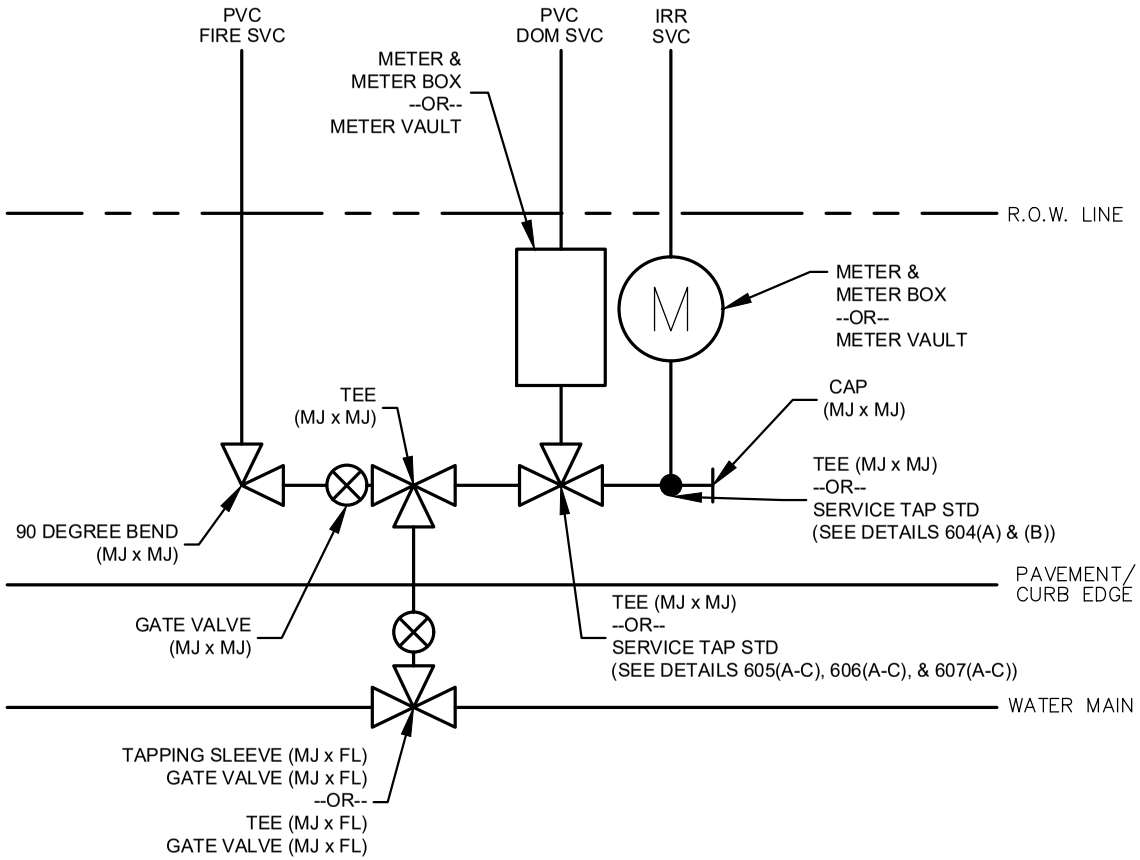


NOTES:

1. ALL MECHANICAL JOINT (MJ) FITTINGS TO BE RESTRAINED.
2. ALL FLANGES (FL) TO BE ON THE BRANCH SIDE OF TEE FITTINGS.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL FITTING RESTRAINT CONFIGURATIONS		601
APPROVED: MCC			



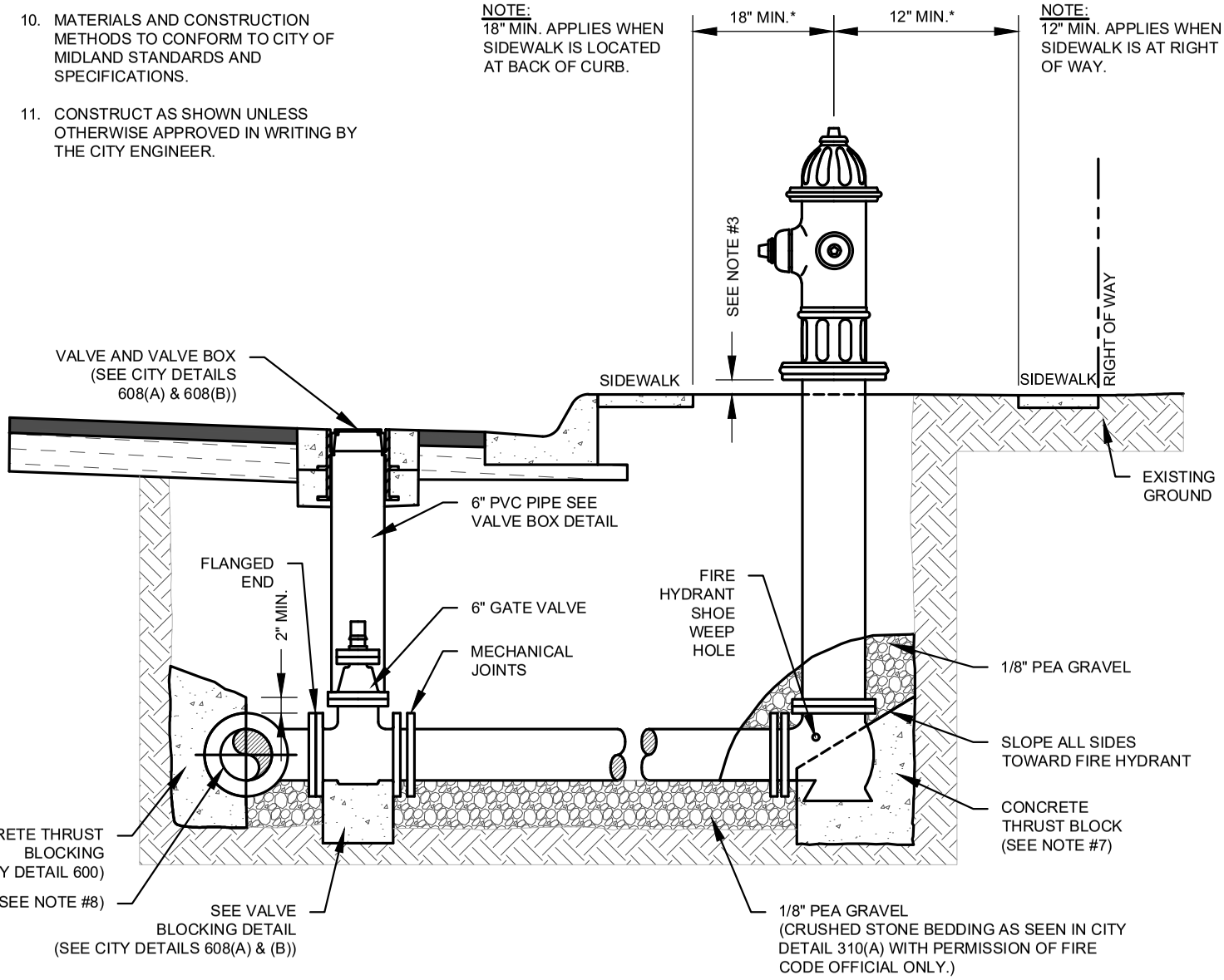
NOTES:

1. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
2. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL:
		STANDARD MULTI-FAMILY & COMMERCIAL WATER SERVICE MANIFOLD		602

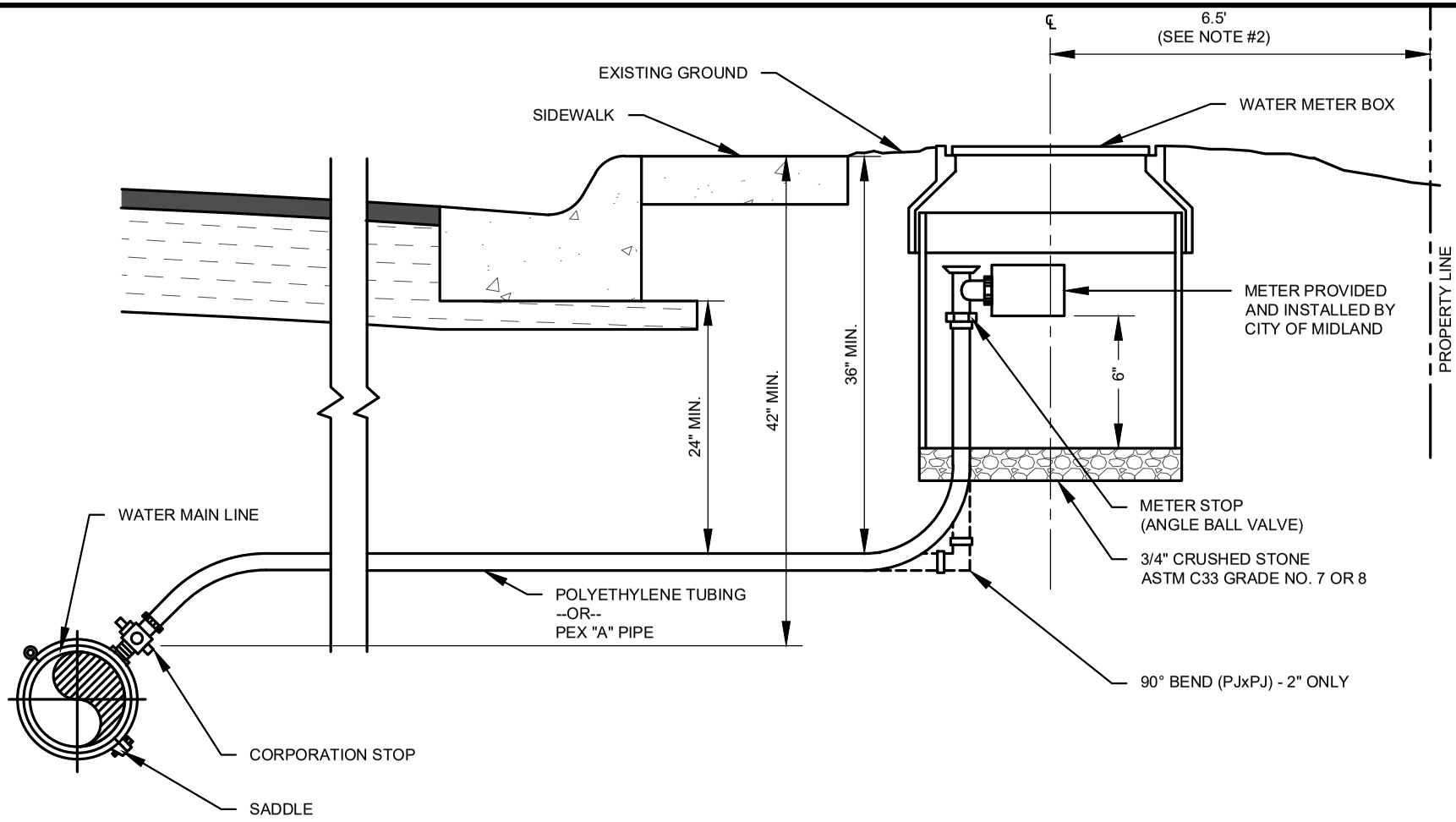
NOTES:

1. SET ALL VALVE BOXES IN A CONCRETE COLLAR WHEN PLACED AT THEIR FINAL GRADE. (SEE CITY DETAILS 608(A) & (B))
2. ALL CONCRETE PAVEMENT TO BE CLASS "C" CONCRETE, 3600 PSI.
3. LEAVE VALVE BOX 6" TO 10" ABOVE GRADE FOR NEW DEVELOPMENT AND OTHER STREETS AND ALLEYS SCHEDULED FOR IMMEDIATE PAVING UNTIL STREET WORK IS DONE. PAVING CONTRACTOR TO ADJUST VALVE BOX TO FINISHED GRADE BEFORE PLACING LAST COURSE OF HMAC SURFACE.
4. SET FRANGIBLE FLANGE OF FIRE HYDRANT A MINIMUM OF 2" AND A MAXIMUM OF 6" ABOVE SIDEWALK ELEVATION.
5. ON STREETS WHERE NO SIDEWALK IS TO BE CONSTRUCTED, SET CENTERLINE OF FIRE-HYDRANT AT 3' FROM PROPERTY LINE WITHIN RIGHT OF WAY.
6. PLACE FIRE HYDRANT CUT-OFF VALVE A MINIMUM OF 3' FROM THE CENTER LINE OF THE FIRE HYDRANT. THIS MAY REQUIRE THE USE OF A 90° BEND TO OFFSET THE FIRE HYDRANT.
7. SHAPE CONCRETE THRUST BLOCKS SO THAT NO WATER DRAINS ARE BLOCKED.
8. A TEE FITTING IS REQUIRED FOR A CONNECTION TO A NEW WATER MAIN, AND A TAPPING SLEEVE IS REQUIRED FOR A CONNECTION TO AN EXISTING WATER MAIN.
9. DO NOT WRAP FIRE HYDRANT SHOE IN PLASTIC.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



MIDLAND Engineering Services

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FIRE HYDRANT NEW WATER MAIN		603
APPROVED: MCC			



NOTES:

1. ALL WATER SERVICES TO BE 1" OR 2" DIAMETER.
2. THE DISTANCE FROM PROPERTY LINE SHOWN IS FOR 5' SIDEWALK AT THE PROPERTY LINE. WHEN 5' SIDEWALK IS PLACED AT THE BACK OF CURB, PLACE METER BOXES A MINIMUM OF 6.5' FROM THE BACK OF CURB.
3. TWO ADJACENT SERVICE LATERALS MAY BE PLACED IN THE SAME TRENCH. EACH TAP MUST BE SEPARATE AND HAVE BOTH A CORPORATION STOP AND A METER STOP. ("BULLHEAD TAPS ARE NOT PERMITTED".)
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		1" AND 2" WATER METER AND SERVICE CONNECTION		604(A)

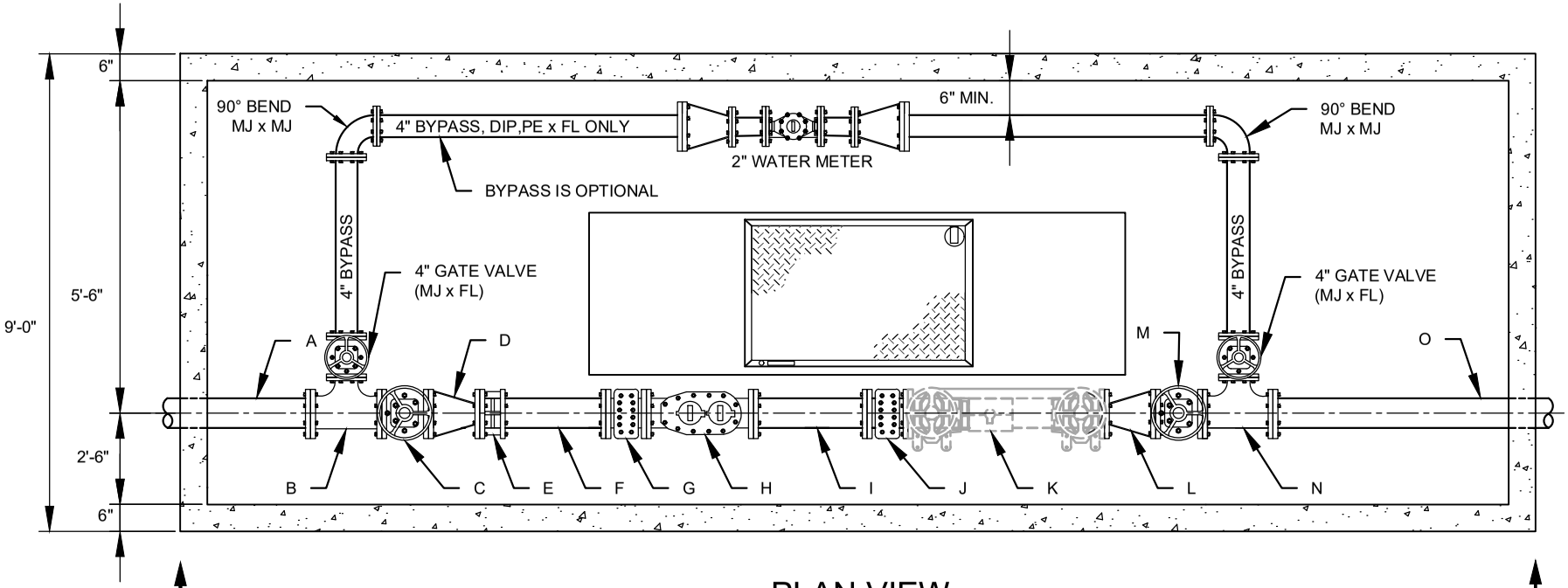
APPROVED COMPONENT LIST

1" WATER METER SERVICE	2" WATER METER SERVICE
SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL	SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL
CORPORATION STOP 1. FORD FB1000-4-G-NL 2. MUELLER B-25008N 3. A.Y. MCDONALD SERIES 74701B-22 1 4. OR APPROVED EQUAL	CORPORATION STOP 1. FORD FB1000-7-G-NL 2. MUELLER B-25008N 3. A.Y. MCDONALD SERIES 74701B-22 2 4. OR APPROVED EQUAL
CURB STOP METER VALVE 1. FORD BA43-444W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 1 4. OR APPROVED EQUAL	CURB STOP METER VALVE 1. FORD BFA43-777W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 2 4. OR APPROVED EQUAL
WATER METER BOX 1. EAST JORDAN 32197099A02 2. OR APPROVED EQUAL	WATER METER BOX 1. EAST JORDAN 32244000A01 2. OR APPROVED EQUAL
SERVICE LINE PIPE 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNICI PEX 'A' PIPE 3. OR APPROVED EQUAL	SERVICE LINE PIPE 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNICI PEX 'A' PIPE 3. OR APPROVED EQUAL

NOTES:

1. ALL COMPONENTS OF ANY WATER METER SERVICE LINE MUST COME FROM THE SAME BRAND WHENEVER POSSIBLE.
2. PLASTIC WRAP ALL SADDLES.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	1" AND 2" WATER METER AND SERVICE CONNECTION		604(B)



SEE DETAIL 605(B)

PLAN VIEW

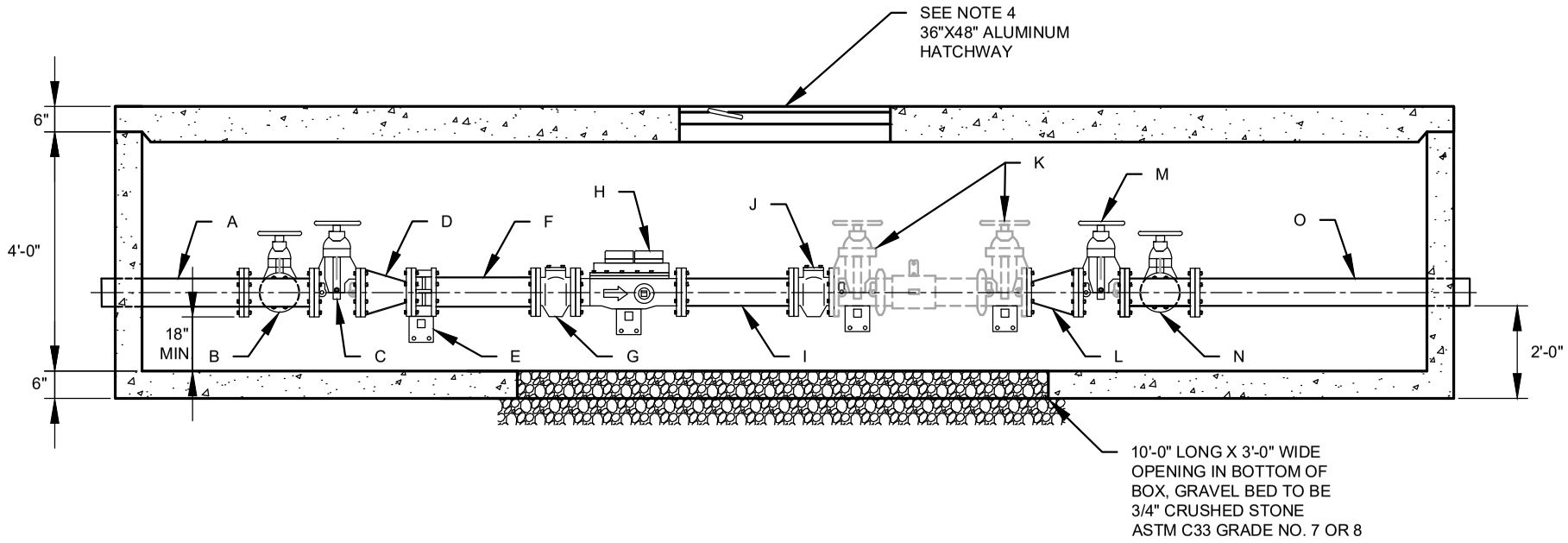
SEE DETAIL 605(B) & 605(C)

NOTES:

1. ALL FITTINGS COMPACT OR STD DUCTILE IRON.
2. ALL MJ FITTING TO BE RESTRAINED.
3. CLASS I/II CONCRETE WITH DESIGN STRENGTH OF 4500 PSI AT 28 DAYS . UNIT IS OF MONOLITHIC CONSTRUCTION AT FLOOR AND FIRST STAGE OF WALL WITH SECTIONAL RISER TO REQUIRED LENGTH.
4. GRADE 60 REINFORCED STEEL REBAR CONFORMING TO ASTM A615 ON REQUIRED CENTERS OR EQUAL.
5. ALUMINUM DIAMOND PLATE COVER WITH EXTRUDED ALUMINUM FRAME. HATCH TO BE FURNISHED WITH STAINLESS STEEL SLAM LOCK AND HINGES. (300 P S.F. LIVE LOAD)
6. UNISTRUT CHANNEL SUPPORT AND END BRACKET.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JHC	3 INCH DOMESTIC COMPOUND WATER METER ASSEMBLIES		605(A)
APPROVED: MCC			



SECTION VIEW 'A-A'

SEE DETAIL 605(A) & 605(C)

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JHC APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		3 INCH DOMESTIC COMPOUND WATER METER ASSEMBLIES		605(B)

NO	DESCRIPTION	LENGTH
	..... VAULT WALL	
A	CLEARANCE SPACE	12"
B	TYLER UNION 4" x 4" TEE (MJ x FL)	8"
C	MUELLER 4" GATE VALVE (MJ x MJ)	8"
D	TYLER UNION 4" X 3" REDUCER (MJ X FL)	7"
E	JCM #304 3" DISMANTLING JOINT	12"
F	DUCTILE IRON PIPE SPOOL	12"
G	NEPTUNE 3" DIA. STRAINER	6"
H	NEPTUNE 3" TRU/FLO METER	17"
I	DUCTILE IRON PIPE SPOOL (FL x FL)	12"
J	WATTS #77F 3" DIA. STRAINER	10"
K	WATTS #757 3" DIA. DCVA	32"
L	TYLER UNION 4" X 3" REDUCER (MJ x FL)	7"
M	MUELLER 4" GATE VALVE (MJ x MJ)	8"
N	TYLER UNION 4" X 3" TEE (MJ x FL)	8"
O	CLEARANCE SPACE	12"
	..... VAULT WALL	

* THESE COMPONENTS ARE SET BY THE CITY

** DCVA - DOUBLE CHECK VALVE ASSEMBLY

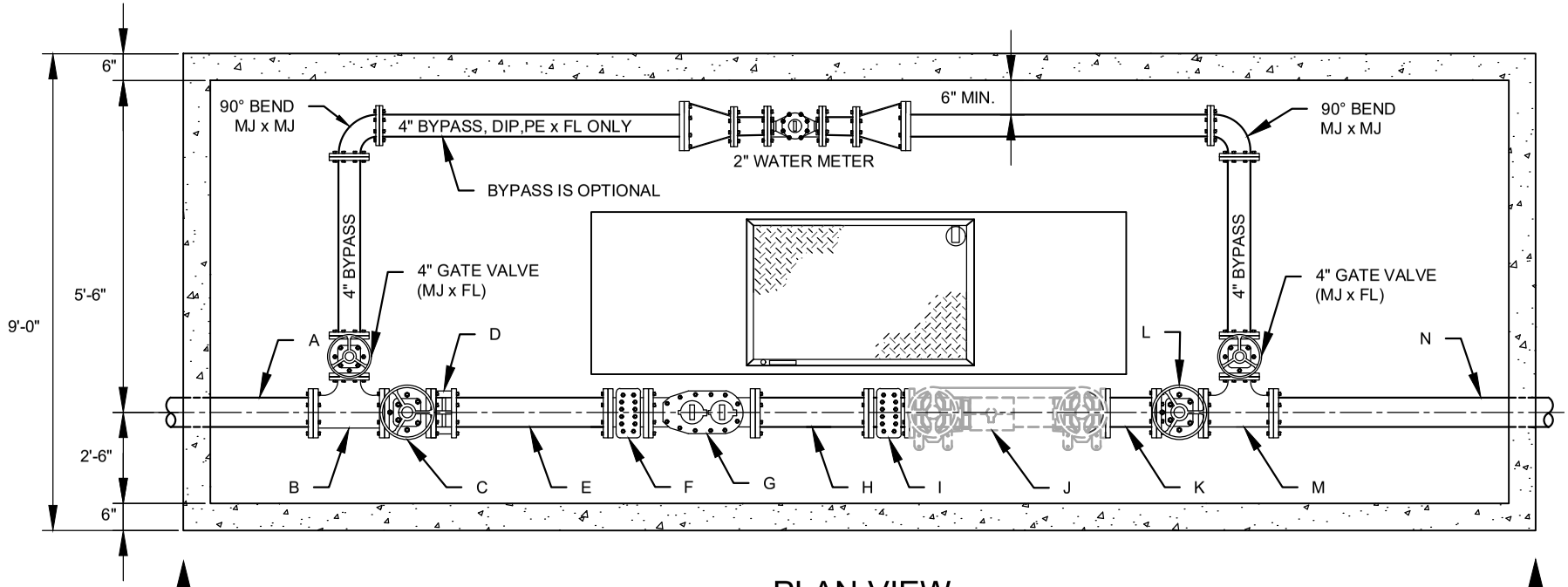
*** TOTAL INSIDE VAULT LENGTH WITH BACKFLOW PREVENTER = 171.0" - OR - 14.25'

**** TOTAL INSIDE VAULT LENGTH WITHOUT BACKFLOW PREVENTER = 129.0" - OR 10.75'

NOTES:

1. ALL PIPE WITHIN VAULT STRUCTURE TO BE DUCTILE IRON PIPE.
2. APPROVED EQUAL COMPONENTS MAY BE USED UNLESS OTHERWISE NOTED.
3. DOUBLE CHECK VALVE ASSEMBLY BACKFLOW PREVENTION ONLY REQUIRED FOR METER VAULTS ON LOOPED WATER MAIN/LINES.
4. BYPASS PIPE MAY BE LOCATED INSIDE VAULT STRUCTURE IF DESIRED. VAULT WALL TO BE LOCATED A MINIMUM 12" FROM INSIDE VAULT WALL EDGE TO OUTSIDE EDGE OF BYPASS PIPE, WITH NO CHANGE TO OTHER VAULT DETAIL DIMENSIONS.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	3 - INCH COMPOUND METER & VAULT		605(C)



PLAN VIEW

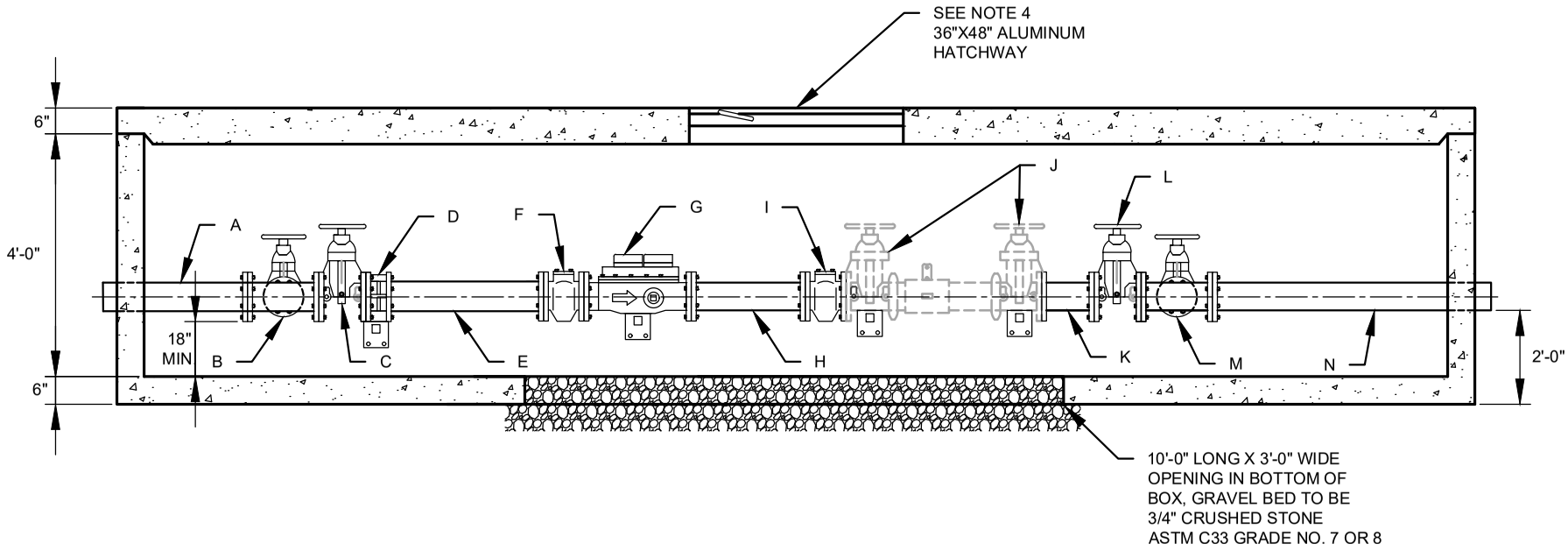
SEE DETAIL 606(B) & 606(C)

NOTES:

1. ALL FITTINGS COMPACT OR STD DUCTILE IRON.
2. ALL MJ FITTING TO BE RESTRAINED.
3. CLASS I/II CONCRETE WITH DESIGN STRENGTH OF 4500 PSI AT 28 DAYS . UNIT IS OF MONOLITHIC CONSTRUCTION AT FLOOR AND FIRST STAGE OF WALL WITH SECTIONAL RISER TO REQUIRED LENGTH.
4. GRADE 60 REINFORCED STEEL REBAR CONFORMING TO ASTM A615 ON REQUIRED CENTERS OR EQUAL.
5. ALUMINUM DIAMOND PLATE COVER WITH EXTRUDED ALUMINUM FRAME. HATCH TO BE FURNISHED WITH STAINLESS STEEL SLAM LOCK AND HINGES. (300 P S.F. LIVE LOAD)
6. UNISTRUT CHANNEL SUPPORT AND END BRACKET.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JHC	4 INCH DOMESTIC COMPOUND WATER METER ASSEMBLIES		606(A)
APPROVED: MCC			



SECTION VIEW 'A-A'

SEE DETAIL 606(A) & 606(C)

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JHC APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		4 INCH DOMESTIC COMPOUND WATER METER ASSEMBLIES		606(B)

NO	DESCRIPTION	LENGTH
	VAULT WALL	
A	CLEARANCE SPACE	12"
B	TYLER UNION 4" x 4" TEE (MJ x FL)	8"
C	MUELLER 4" GATE VALVE (MJ x MJ)	9"
D	JCM #304 4" DISMANTLING JOINT	12"
E	DUCTILE IRON PIPE SPOOL	16"
F	NEPTUNE 4" DIA. STRAINER	8"
G	NEPTUNE 4" TRU/FLO METER	20"
H	DUCTILE IRON PIPE SPOOL (FL X FL)	16"
I	WATTS #77F 4" DIA. STRAINER	12"
J	WATTS #757 4" DIA. DCVA	34"
K	DUCTILE IRON PIPE SPOOL	12"
L	MUELLER 4" GATE VALVE (MJ X MJ)	9"
M	TYLER UNION 4" X 4" TEE (MJ x FL)	8"
N	CLEARANCE SPACE	12"
	VAULT WALL	

* THESE COMPONENTS ARE SET BY THE CITY

** DCVA - DOUBLE CHECK VALVE ASSEMBLY

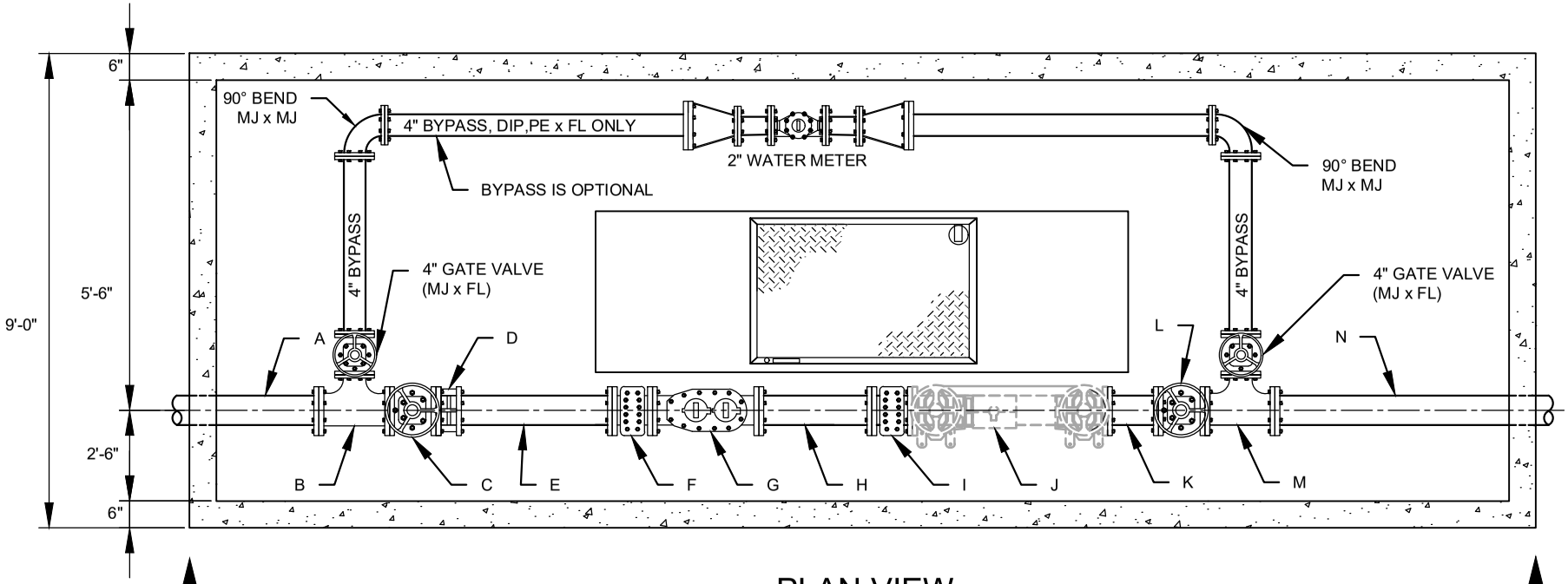
*** TOTAL INSIDE VAULT LENGTH WITH BACKFLOW PREVENTER = 188.0" - OR - 15.67'

**** TOTAL INSIDE VAULT LENGTH WITHOUT BACKFLOW PREVENTER = 142.0" - OR - 11.83'

NOTES:

1. ALL PIPE WITHIN VAULT STRUCTURE TO BE DUCTILE IRON PIPE.
2. APPROVED EQUAL COMPONENTS MAY BE USED UNLESS OTHERWISE NOTED.
3. DOUBLE CHECK VALVE ASSEMBLY BACKFLOW PREVENTION ONLY REQUIRED FOR METER VAULTS ON LOOPED WATER MAIN/LINES.
4. BYPASS PIPE MAY BE LOCATED INSIDE VAULT STRUCTURE IF DESIRED. VAULT WALL TO BE LOCATED A MINIMUM 12" FROM INSIDE VAULT WALL EDGE TO OUTSIDE EDGE OF BYPASS PIPE, WITH NO CHANGE TO OTHER VAULT DETAIL DIMENSIONS.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	4 - INCH COMPOUND METER & VAULT		606(C)



PLAN VIEW

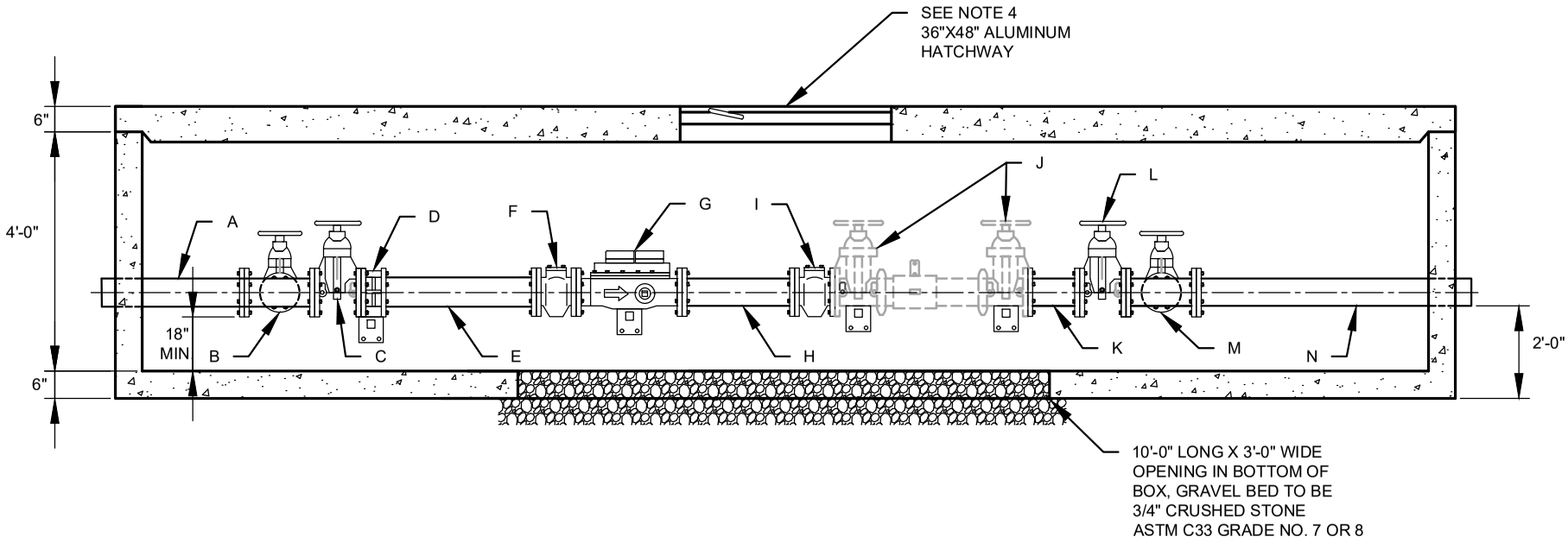
SEE DETAIL 607(B) & 607(C)

NOTES:

1. ALL FITTINGS COMPACT OR STD DUCTILE IRON.
2. ALL MJ FITTING TO BE RESTRAINED.
3. CLASS I/II CONCRETE WITH DESIGN STRENGTH OF 4500 PSI AT 28 DAYS . UNIT IS OF MONOLITHIC CONSTRUCTION AT FLOOR AND FIRST STAGE OF WALL WITH SECTIONAL RISER TO REQUIRED LENGTH.
4. GRADE 60 REINFORCED STEEL REBAR CONFORMING TO ASTM A615 ON REQUIRED CENTERS OR EQUAL.
5. ALUMINUM DIAMOND PLATE COVER WITH EXTRUDED ALUMINUM FRAME. HATCH TO BE FURNISHED WITH STAINLESS STEEL SLAM LOCK AND HINGES. (300 P S.F. LIVE LOAD)
6. UNISTRUT CHANNEL SUPPORT AND END BRACKET.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JHC	6 INCH DOMESTIC COMPOUND WATER METER ASSEMBLIES		607(A)
APPROVED: MCC			



SECTION VIEW 'A-A'

SEE DETAIL 607(B) & 607(C)

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JHC APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		6 INCH DOMESTIC COMPOUND WATER METER ASSEMBLIES		607(B)

NO	DESCRIPTION	LENGTH
	VAULT WALL	
A	CLEARANCE SPACE	12"
B	TYLER UNION 6" x 4" TEE (MJ x FL)	8"
C	MUELLER 6" GATE VALVE (MJ x MJ)	10.5"
D	JCM #304 4" DISMANTLING JOINT	16"
E	DUCTILE IRON PIPE SPOOL	24"
F	NEPTUNE 6" DIA. STRAINER	9"
G	NEPTUNE 6" TRU/FLO METER	24"
H	DUCTILE IRON PIPE SPOOL (FL X FL)	24"
I	WATTS #77F 6" DIA. STRAINER	18.5"
J	WATTS #757 6" DIA. DCVA	44"
K	DUCTILE IRON PIPE SPOOL	12"
L	MUELLER 6" GATE VALVE (MJ X MJ)	10.5"
M	TYLER UNION 6" X 4" TEE (MJ x FL)	8"
N	CLEARANCE SPACE	12"
	VAULT WALL	

* THESE COMPONENTS ARE SET BY THE CITY

** DCVA - DOUBLE CHECK VALVE ASSEMBLY

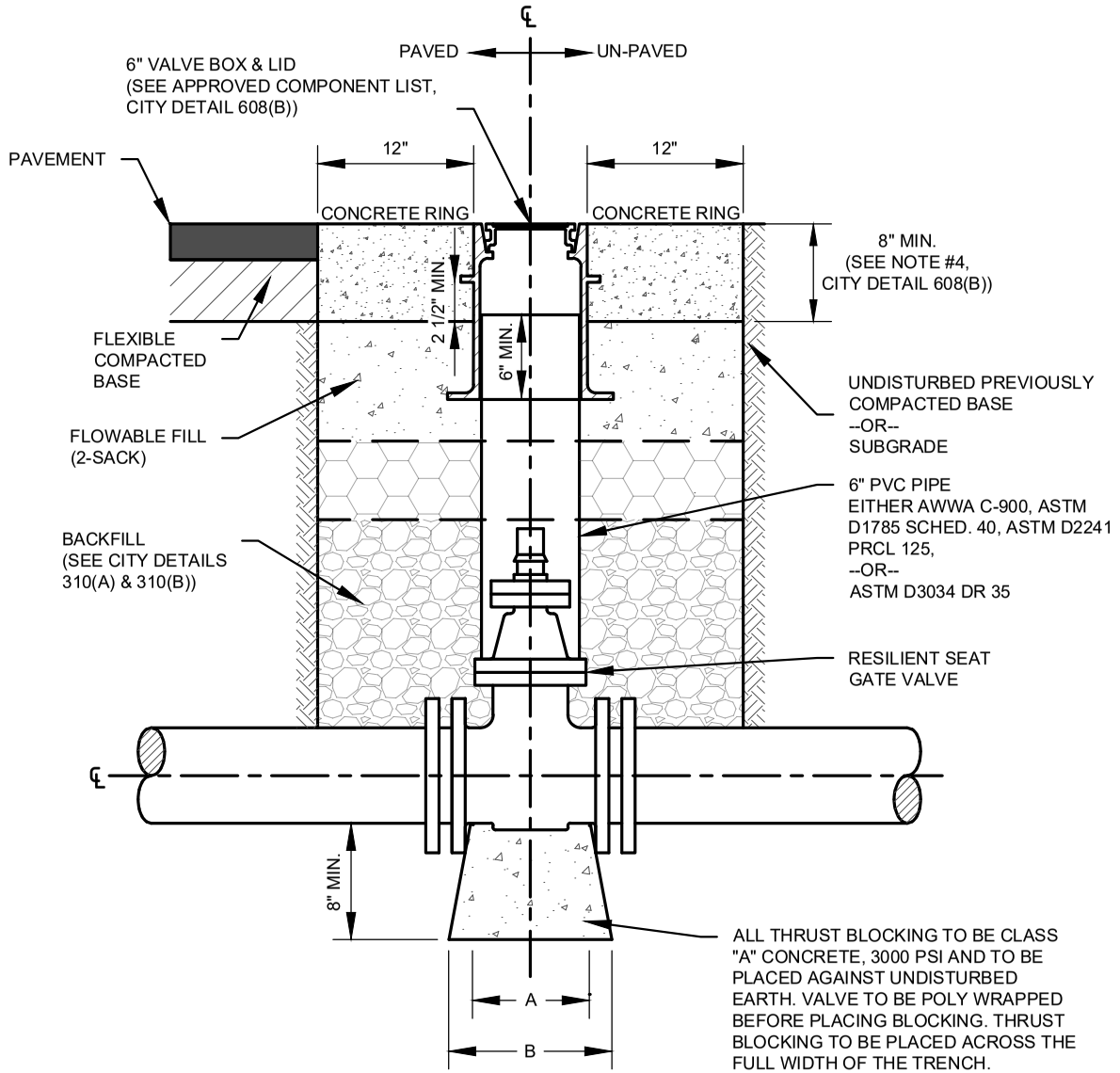
*** TOTAL INSIDE VAULT LENGTH WITH BACKFLOW PREVENTER = 232.5" - OR - 19.38'

**** TOTAL INSIDE VAULT LENGTH WITHOUT BACKFLOW PREVENTER = 170.0" - OR - 14.17'

NOTES:

1. ALL PIPE WITHIN VAULT STRUCTURE TO BE DUCTILE IRON PIPE.
2. APPROVED EQUAL COMPONENTS MAY BE USED UNLESS OTHERWISE NOTED.
3. DOUBLE CHECK VALVE ASSEMBLY BACKFLOW PREVENTION ONLY REQUIRED FOR METER VAULTS ON LOOPED WATER MAIN/LINES.
4. BYPASS PIPE MAY BE LOCATED INSIDE VAULT STRUCTURE IF DESIRED. VAULT WALL TO BE LOCATED A MINIMUM 12" FROM INSIDE VAULT WALL EDGE TO OUTSIDE EDGE OF BYPASS PIPE, WITH NO CHANGE TO OTHER VAULT DETAIL DIMENSIONS.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	6 - INCH COMPOUND METER & VAULT		607(C)



MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		TYPICAL VALVE AND VALVE BOX		608(A)

APPROVED COMPONENT LIST			
NO.	VALVES	VALVE COVERS	VALVE BOX
1	MUELLER 2360 M/J	MUELLER 2360 FL X FL	BASS & HAYS STANDARD 390-1 "SHORTY"
2	M & H 4067 M/J	M & H 4067-0	OR APPROVED EQUAL
3	CL0W 2838 M/J	CL0W 2840 FL X FL	
4	OR APPROVED EQUAL	OR APPROVED EQUAL	

VALVE BLOCKING CHART		
PIPE SIZE	A	B
4"	5.0"	10.5"
6"	6.5"	1'-.0"
8"	6.5"	1'-.0"
10"	8.0"	1'-1.0"
12"	8.5"	1'-2.0"

NOTES:

1. FOR VALVES ON WATER MAIN PIPES LARGER THAN 12" SEE CITY DETAIL 609.
2. SETTING VALVE BOX TO GRADE MAY REQUIRE ADDING PVC PIPE. IF ADDITIONAL PIPE IS REQUIRED, USE BELL SECTION WITH GASKET AND SET BELL DOWN OVER EXISTING PIPE RISER. A GASKETED SELF CENTERING COLLAR MAY BE USED IN LIEU OF THE BELL SECTION.
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C", 3600 PSI, UNLESS OTHERWISE NOTED.
4. USE FIBER REINFORCEMENT FOR ALL CONCRETE , WHETHER PAVEMENT OR THRUST BLOCKING.
5. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT.) REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT.) REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

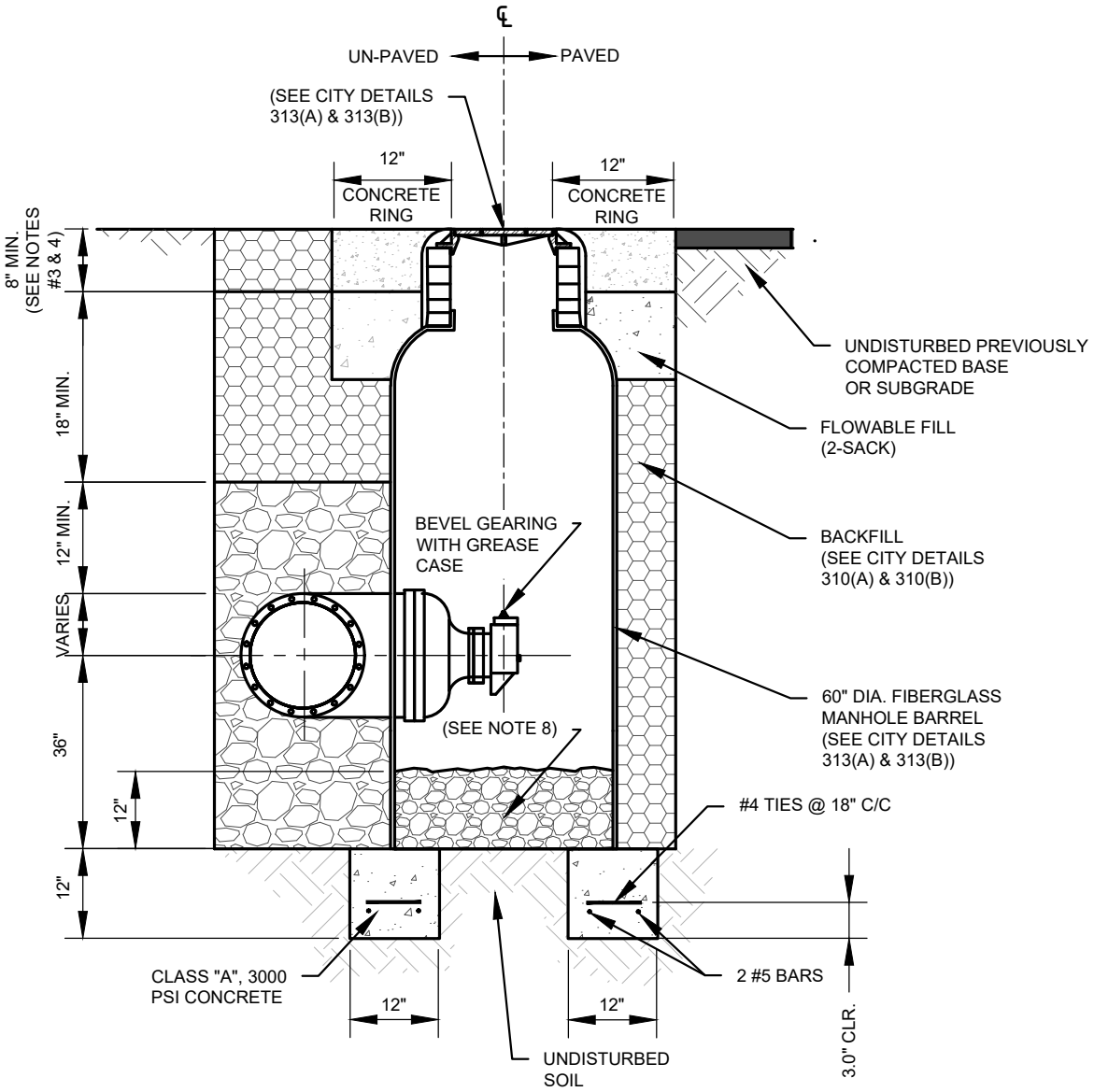
MIDLAND Engineering Services

DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

TYPICAL VALVE AND VALVE BOX DETAILS

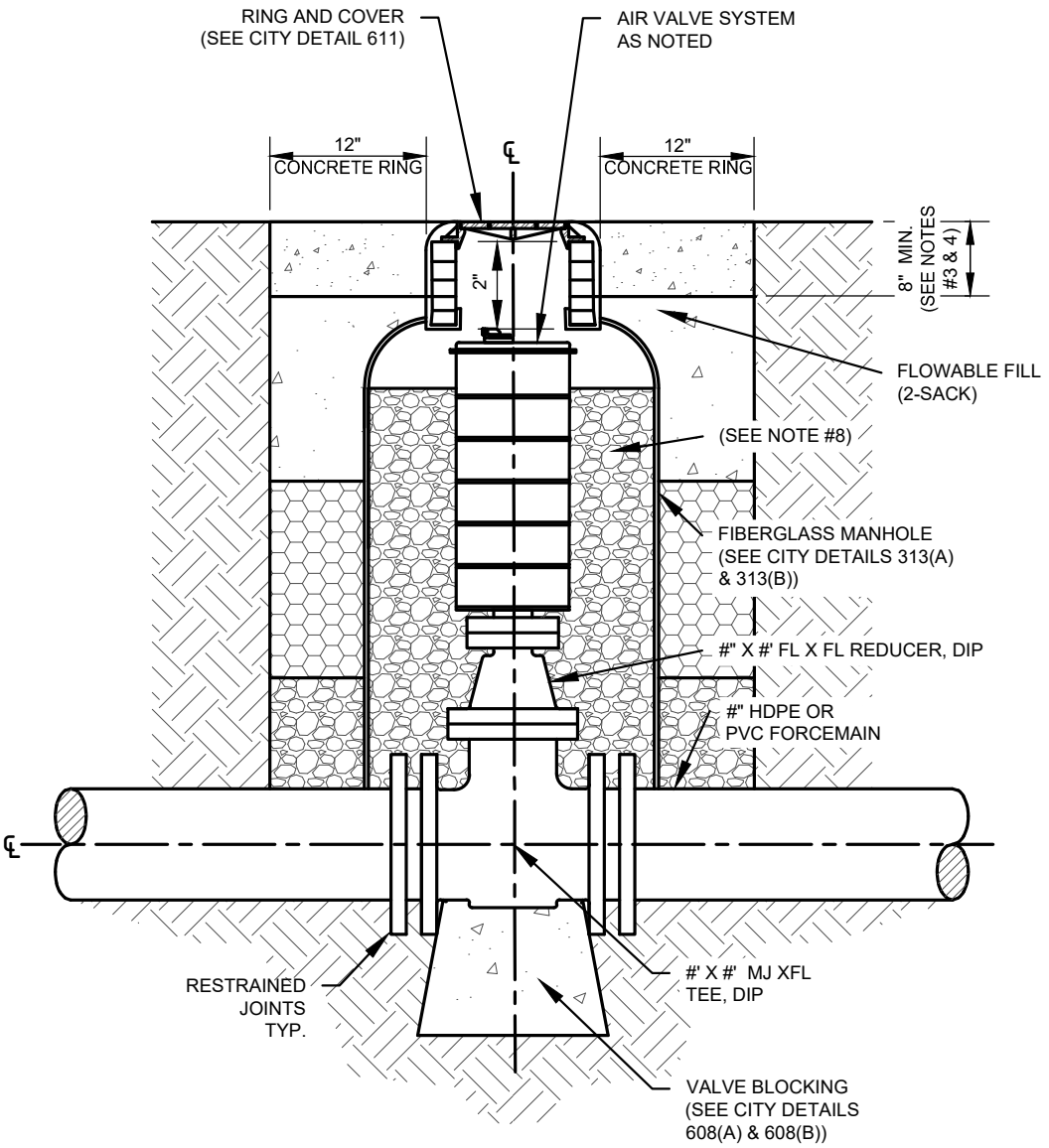
608(B)



NOTES:

1. THIS DETAIL IS FOR 16" GATE VALVES AND LARGER. SEPARATE DESIGN FOR GATE VALVES LARGER THAT 16" MUST BE PROVIDED AT THE DISCRETION OF THE CITY ENGINEER.
2. ALL GATE VALVES ARE TO BE RESILIENT WEDGE TYPE, HORIZONTAL MOUNTED, MECHANICAL JOINT, BEVEL GEAR OPERATOR. ALL FITTINGS ARE TO BE RESTRAINED JOINTS.
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI.
4. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
5. USE FIBER REINFORCEMENT FOR ALL CONCRETE, WHETHER PAVEMENT OR THRUST BLOCKING.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT). REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT). REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. WASHED PEA GRAVEL OR WASHED 3/4" CRUSHED STONE ASTM C33 GRADE NO. 7 OR 8.
9. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

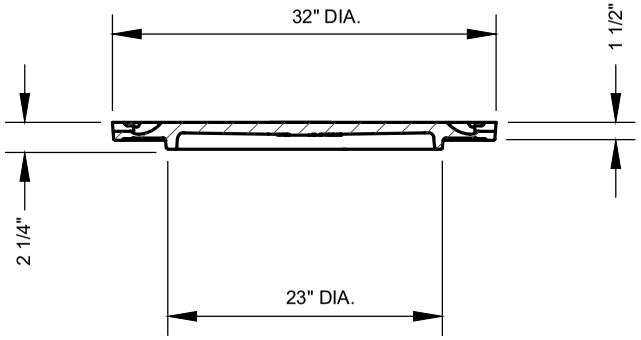
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	HORIZONTAL GATE VALVE AND VAULT		609



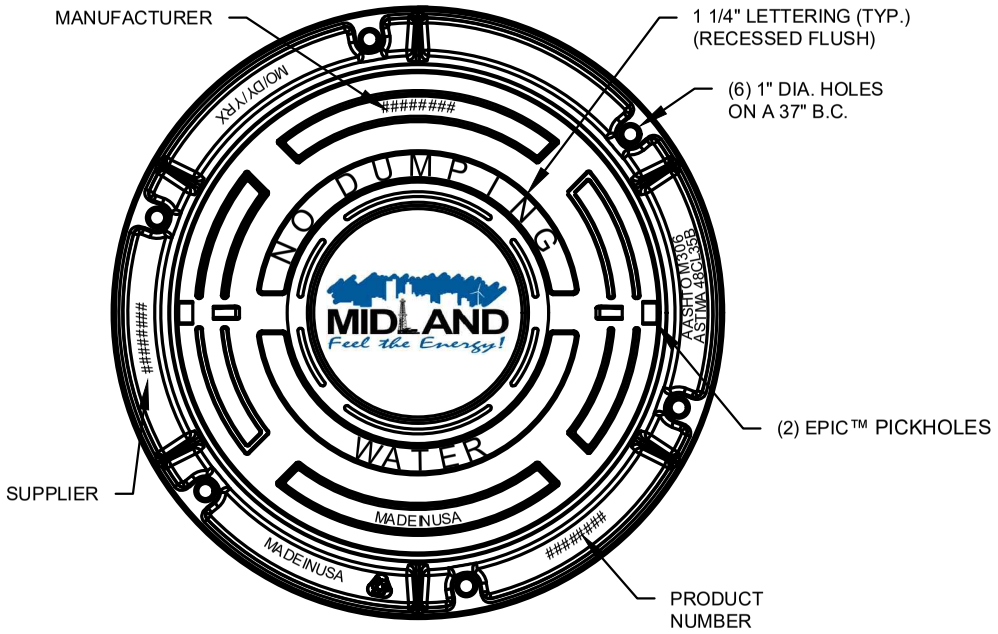
NOTES:

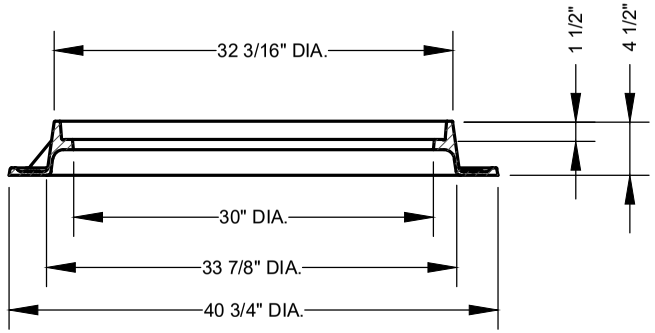
1. USE AN A.R.I. D060CHF03SB-32-SSF 3" CONBINATION AIR VALVE, SUB-SURFACE, FLANGED INLET, SHORT, STAINLESS STEEL KNIFE GATE HOUSING OR APPROVED EQUAL FOR ALL AIR VALVE INSTALLATIONS.
2. EQUIP EACH AIR VALVE SYSTEM WITH A NON-SLAM, DISCHARGE THROTTLING ATTACHMENT (SLOW RELEASE ONE WAY ATTACHMENT).
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI.
4. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
5. USE FIBER REINFORCEMENT FOR ALL CONCRETE, WHETHER PAVEMENT OR THRUST BLOCKING.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT). REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT). REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. MAY BE EITHER PEA GRAVEL OR 3/4" CRUSHED STONE ASTM C33 GRADE N. 7 OR 8
9. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: UEP 04	SCALE: NTS	DETAIL:
	WATER AIR RELIEF VALVE		610

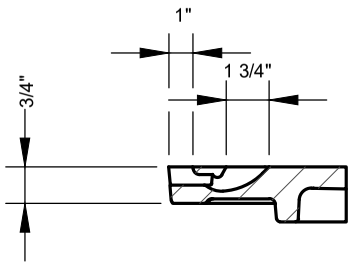


COVER SECTION





FRAME SECTION



PICKHOLE DETAIL

NOTES:

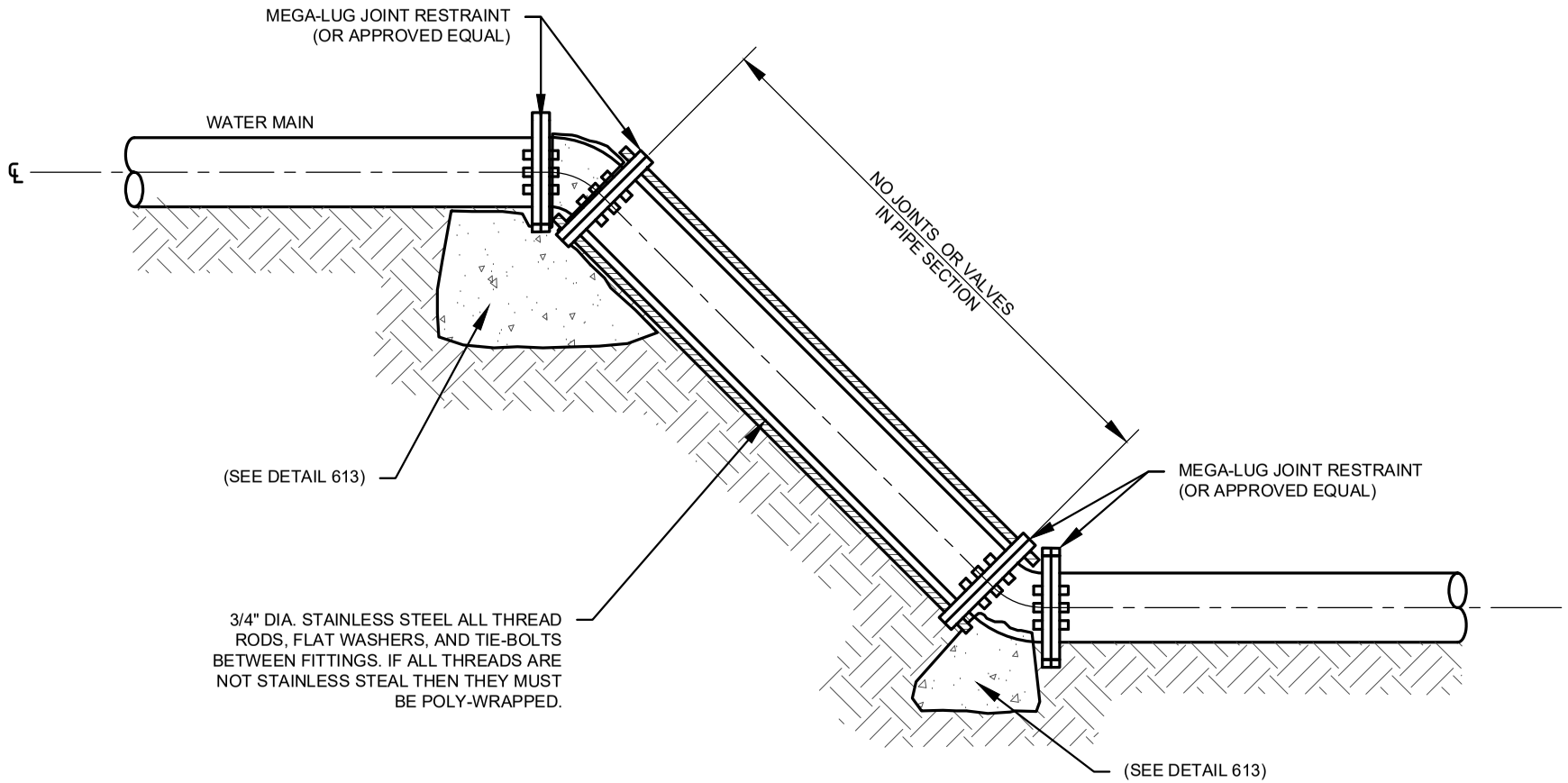
1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
   "NO DUMPING"
   CITY OF MIDLAND LOGO
   "WATER"

   EAST JORDAN V1420Z1/V1430A ASSEMBLY OR APPROVED EQUAL

2. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.

3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		WATER HORIZONTAL & AIR RELIEF VALVE COVER	DETAIL: 611



NOTES:

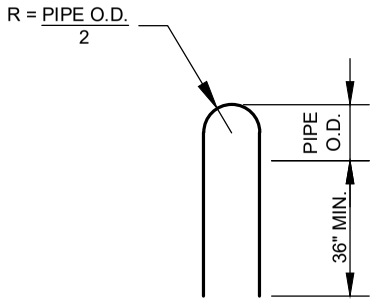
1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		WATER MAIN VERTICAL OFFSET		612

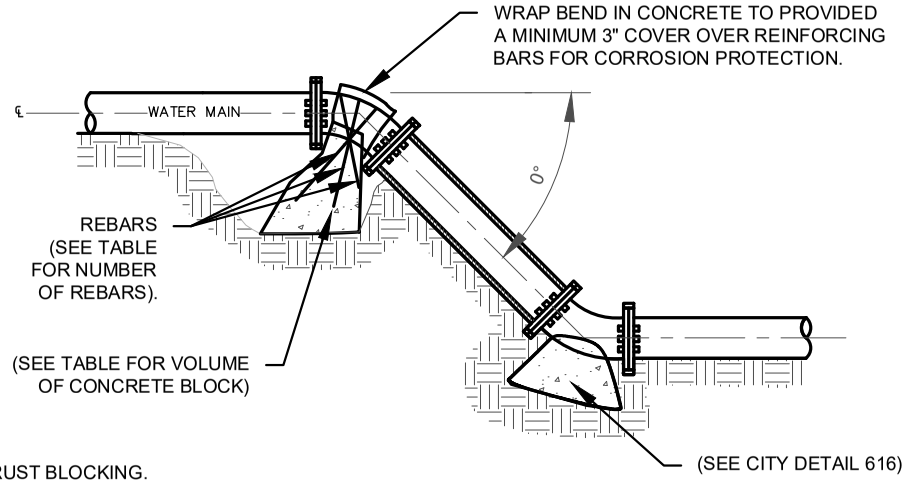
DIA. OF PIPE	DEGREE OF BEND θ							
	11 1/4°		22 1/2°		45°		90°	
	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE
4"	3 C.F.	2-#3	6 C.F.	2-#3	12 C.F.	2-#3	22 C.F.	2-#3
6"	7 C.F.	2-#3	13 C.F.	2-#3	26 C.F.	2-#3	1.0 C.Y.	2-#3
8"	12 C.F.	2-#3	24 C.F.	2-#3	2.0 C.Y.	2-#4	3.0 C.Y.	2-#4
10"	19 C.F.	2-#3	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.0 C.Y.	2-#6
12"	1.0 C.Y.	2-#3	2.0 C.Y.	2-#4	4.0 C.Y.	2-#6	7.0 C.Y.	2-#8
14"	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.5 C.Y.	2-#6	*	*
16"	2.0 C.Y.	2-#4	3.5 C.Y.	2-#4	7.0 C.Y.	2-#7	*	*

BLOCK FOR EXTERNAL VERTICAL BENDS
DESIGN PRESSURE 180 PSI

* BLOCKING FOR 14" AND 16" 90° BENDS AND FOR ALL BENDS LARGER THAN 16" WILL BE SHOWN ON THE PLANS.



BAR BEND DETAIL



NOTES:

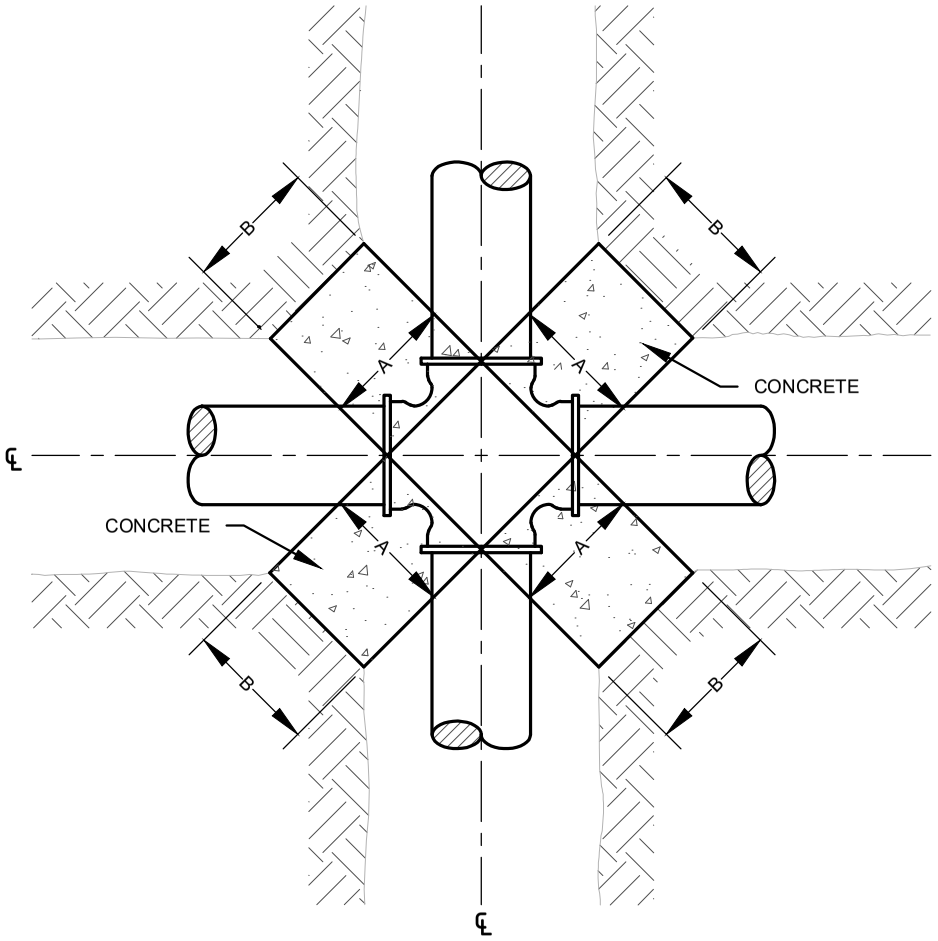
1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 613

BLOCKING FOR VERTICAL BEND



CROSS BLOCKING

CROSS BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

CROSS DIA.	BLOCKING DIMENSIONS		
	A	B	*C
4"x 4"	0'-11"	1'-0"	1'-0"
6"x 6"	1'-2"	1'-7"	1'-0"
8"x 8"	1'-4"	2'-2"	2'-2"
10"x 10"	1'-8"	2'-8"	2'-8"
12"x 12"	1'-10"	3'-2"	3'-2"
14"x 14"	2'-2"	3'-8"	3'-8"
16"x 16"	2'-4"	4'-3"	4'-3"

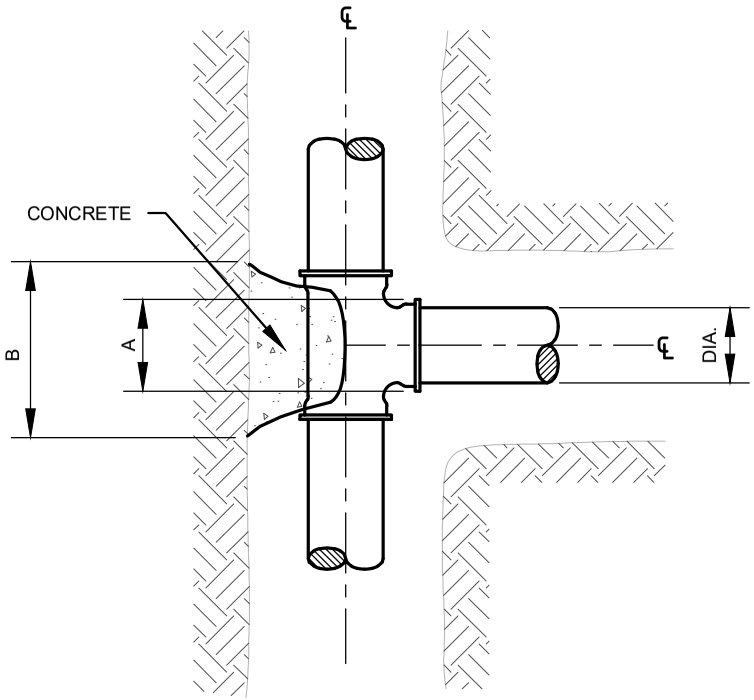
*C - VERTICAL DEPTH OF CONCRETE
BEARING ON UNDISTURBED EARTH

NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING
2. BLOCK CROSSES WITH DIFFERENT SIZE RUNS FOR THE LARGER RUN IN ALL DIRECTIONS.
3. BLOCKING FOR CROSSES LARGER THAN 16" WILL BE AS SHOWN ON THE PLANS.
4. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
5. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

DRAWN: DPM	EFFECTIVE DATE:	10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR CROSS			614
APPROVED: MCC				



TEE

"T" BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

"T" RUN DIA.	STEM DIA.	BLOCKING DIMENSIONS		
		A	B	*C
TEE				
4"	ALL	11"	1'-0"	1'-0"
6"	ALL	1'-2"	1'-7"	1'-0"
8"	ALL	1'-4"	2'-2"	2'-2"
10"	ALL	1'-8"	2'-8"	2'-8"
1'-0"	THRU 6"	1'-10"	1'-10"	1'-8"
1'-0"	OVER 6"	1'-10"	3'-2"	3'-2"
1'-2"	THRU 8"	2'-2"	2'-2"	1'-11"
1'-2"	OVER 8"	2'-2"	3'-8"	3'-8"
1'-4"	THRU 8"	2'-4"	2'-4"	2'-2"
1'-4"	OVER 8"	2'-4"	4'-3"	4'-3"

*C - VERTICAL DEPTH OF CONCRETE
BEARING ON UNDISTURBED EARTH

NOTE:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NO PLACE UN-FORMED THRUST BLOCKING.
2. BLOCKING FOR TEES LARGER THAN 16" RUN TO BE SHOWN ON THE PLANS.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

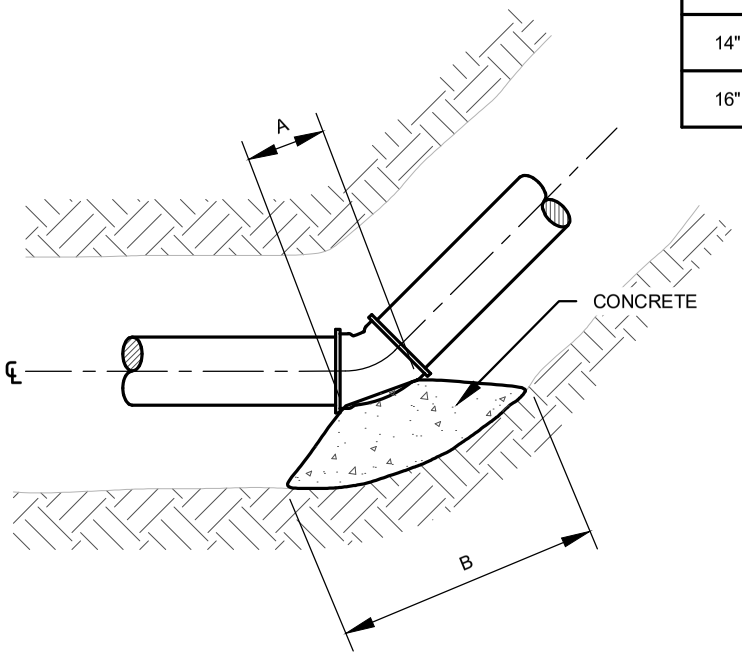
BLOCKING FOR TEE

615

BLOCKING FOR HORIZONTAL BENDS
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

DIA. OF PIPE	DEGREE OF BEND											
	11 1/4°			22 1/2°			45°			90°		
	A	B	*C	A	B	*C	A	B	*C	A	B	*C
4"	0'-4"	1'-0"	1'-0"	0'-5"	1'-0"	1'-0"	0'-6"	1'-0"	1'-0"	0'-11"	1'-3"	1'-3"
6"	0'-7"	1'-0"	1'-0"	0'-7"	1'-0"	1'-0"	0'-8"	1'-5"	1'-5"	1'-3"	1'-11"	1'-11"
8"	0'-8"	0'-10"	1'-2"	0'-9"	1'-4"	1'-4"	0'-10"	1'-10"	1'-10"	1'-6"	2'-6"	2'-6"
10"	0'-10"	1'-0"	1'-5"	0'-11"	1'-8"	1'-8"	1'-1"	2'-4"	2'-4"	1'-11"	3'-2"	3'-2"
12"	1'-0"	1'-3"	1'-8"	1'-1"	2'-0"	2'-0"	1'-3"	2'-10"	2'-10"	2'-2"	3'-10"	3'-10"
14"	0'-11"	1'-5"	1'-11"	1'-1"	2'-4"	2'-4"	1'-3"	3'-3"	3'-3"			
16"	1'-1"	1'-8"	2'-2"	1'-2"	2'-8"	2'-8"	1'-5"	3'-9"	3'-9"			

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH



NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

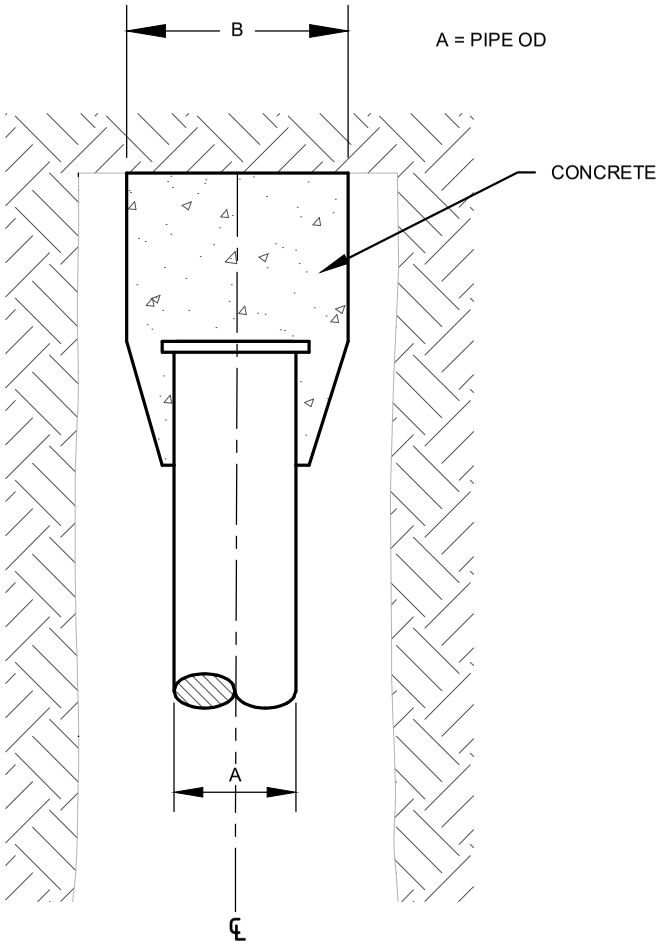
MIDLAND Engineering Services

DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

BLOCKING FOR HORIZONTAL BENDS

616



CAP BLOCKING

PIPE OD A	BLOCKING DIMENSIONS	
	B	*C
4"	1'-0"	1'-0"
6"	1'-7"	1'-0"
8"	2'-2"	2'-2"
10"	2'-8"	2'-8"
12"	3'-2"	3'-2"
14"	3'-8"	3'-8"
16"	4'-3"	4'-3"

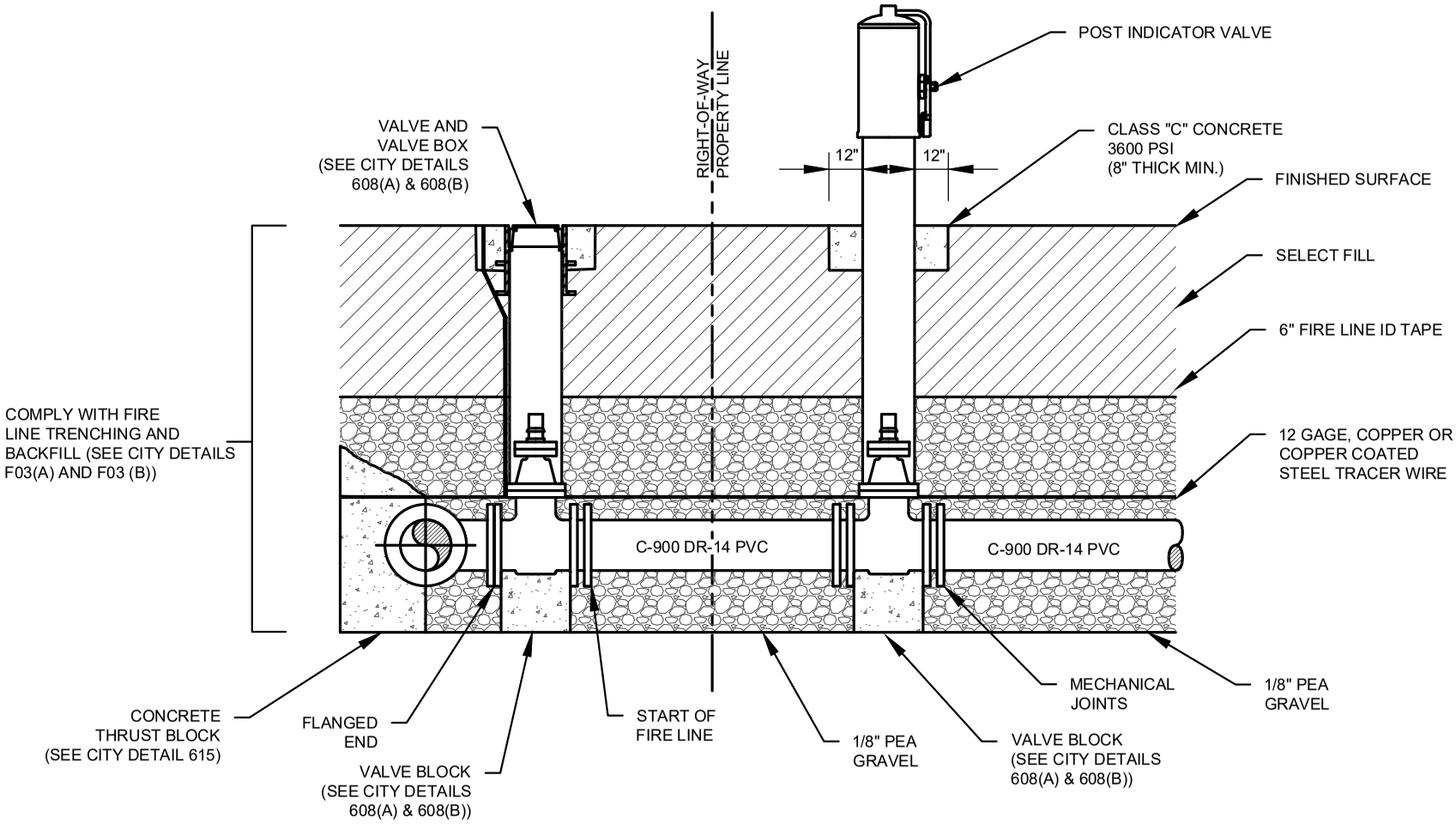
*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

NOTES:

1. CAP ALL WATER MAIN STUB OUTS.
2. FORM ALL CONCRETE THRUST BLOCKING . DO NOT PLACE UN-FORMED THRUST BLOCKING.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
5. THRUST BLOCKING DESIGN TO BE PROVIDED IN CONSTRUCTION DRAWINGS FOR PIPES LARGER THAN 16" DIAMETER.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

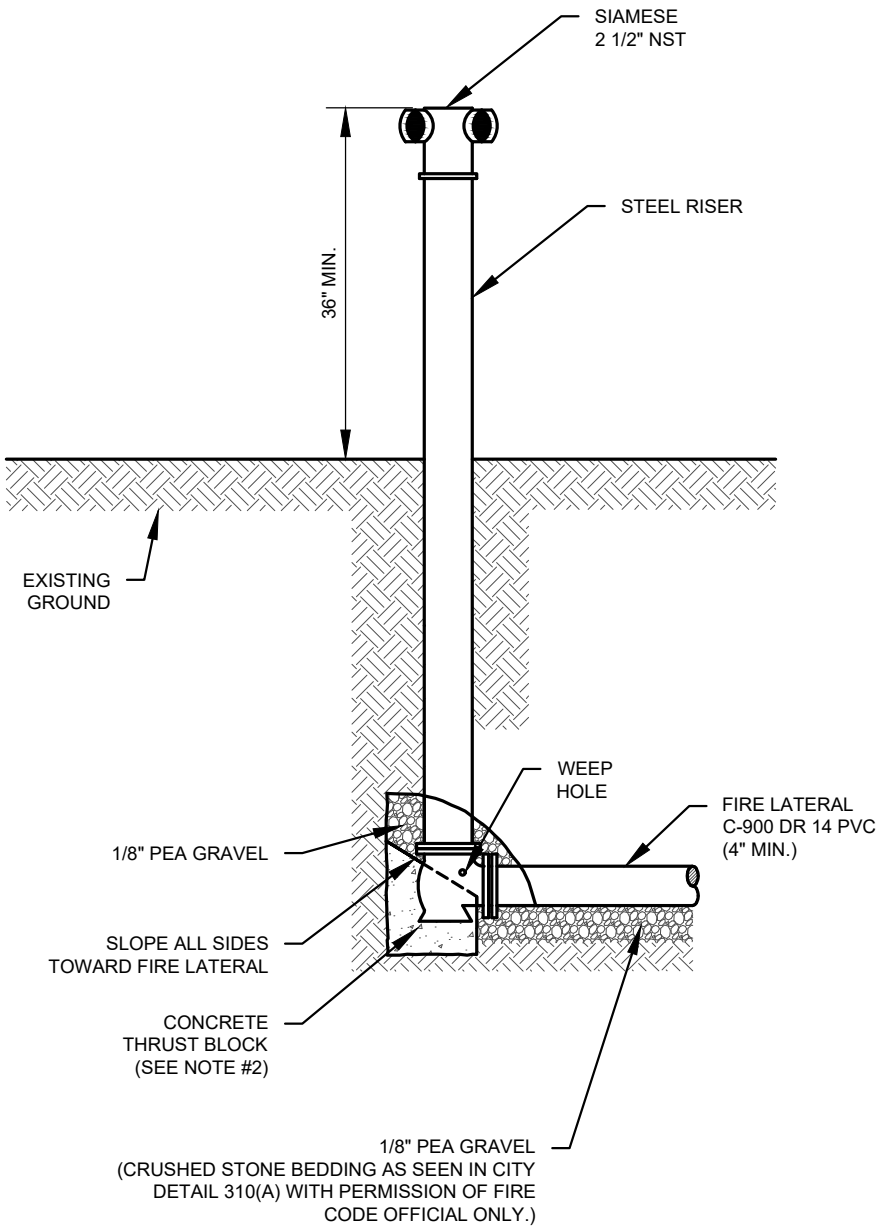
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR CAP		617
APPROVED: MCC			



NOTES:

1. ALL VALVE BOXES TO BE SET IN CONCRETE COLLARS AND BE FLUSH WITH THE FINAL SURFACE GRADE.
2. A TEE FITTING IS REQUIRED FOR A CONNECTION TO A NEW WATER MAIN, AND A TAPPING SLEEVE IS REQUIRED FOR A CONNECTION TO AN EXISTING WATER MAIN.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE FIRE CODE OFFICIAL.

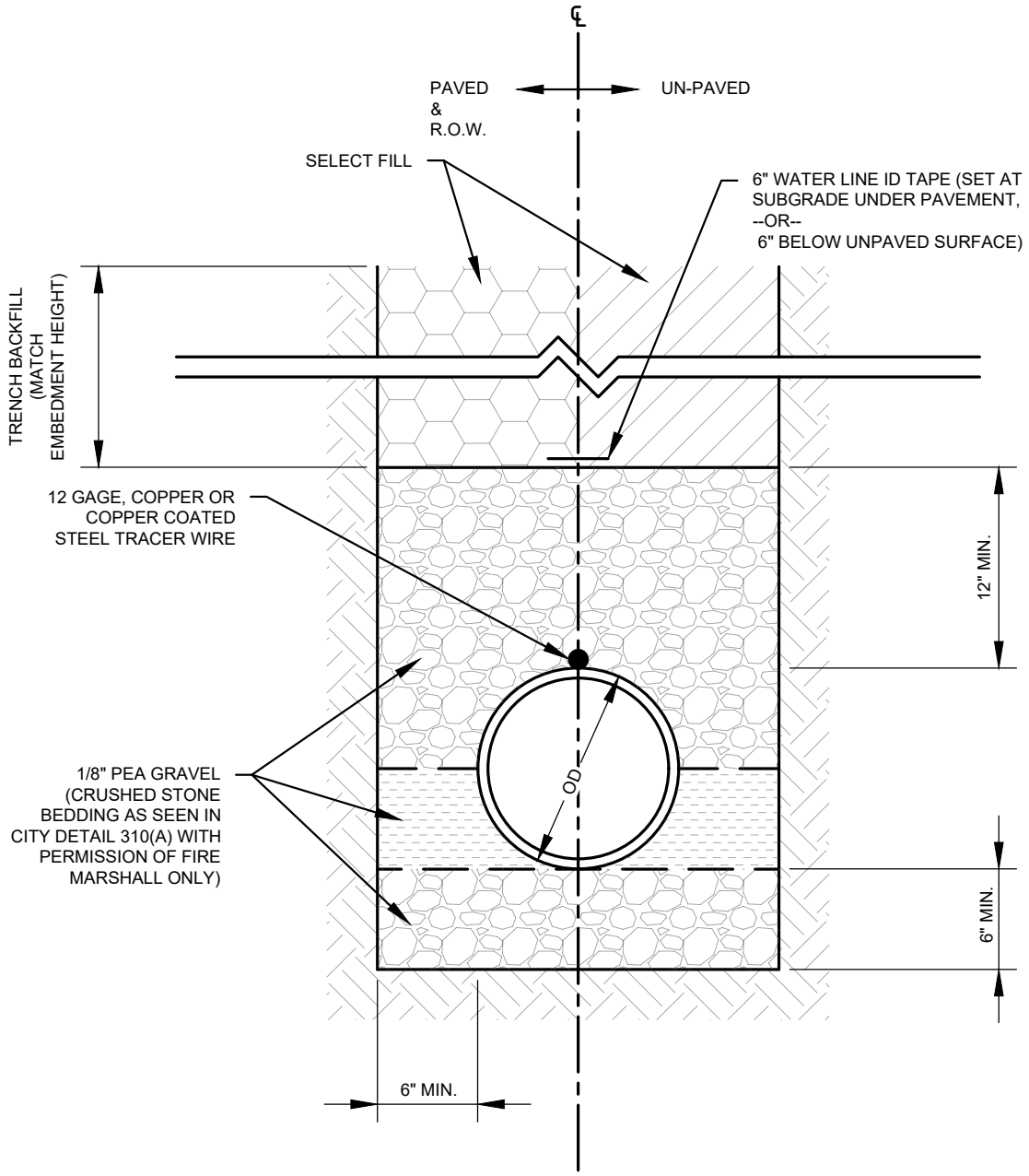
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		FIRE SERVICE LINE		F01



NOTES:

1. FDC SHOE TO BE SAME AS TYPICAL FIRE HYDRANT SHOE. DO NOT WRAP SHOE IN PLASTIC.
2. SHAPE CONCRETE THRUST BLOCKS SO THAT NO WATER DRAINS ARE BLOCKED.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE FIRE CODE OFFICIAL.

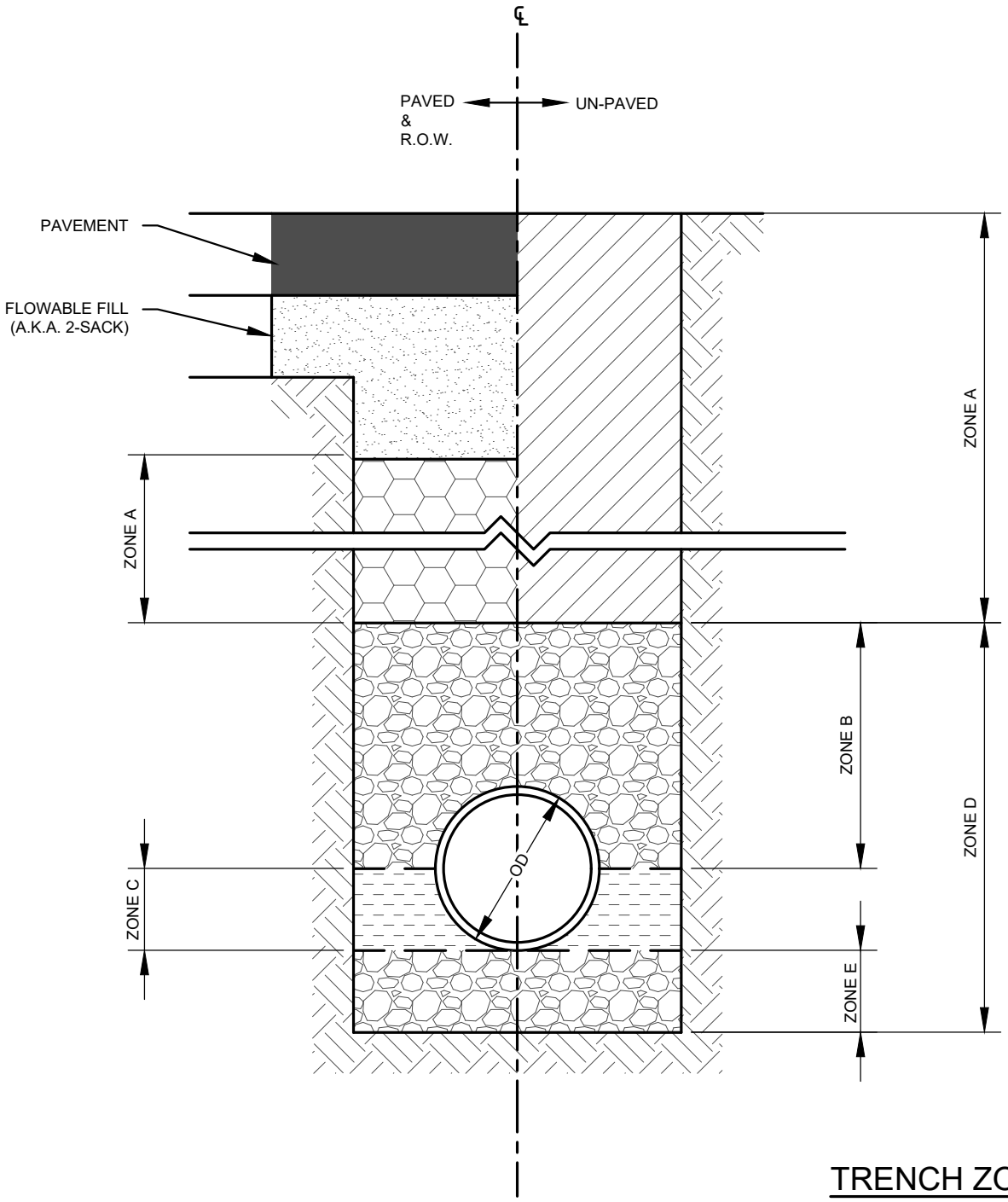
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	REMOTE FDC		F02



NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. USE SELECT FILL FOR ALL BACKFILL MATERIAL.
3. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
4. PLACE BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
5. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE FIRE CODE OFFICIAL.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	FIRE LINE TRENCHING AND BEDDING		F03(A)



TRENCH ZONES:

ZONE A: TRENCH BACKFILL

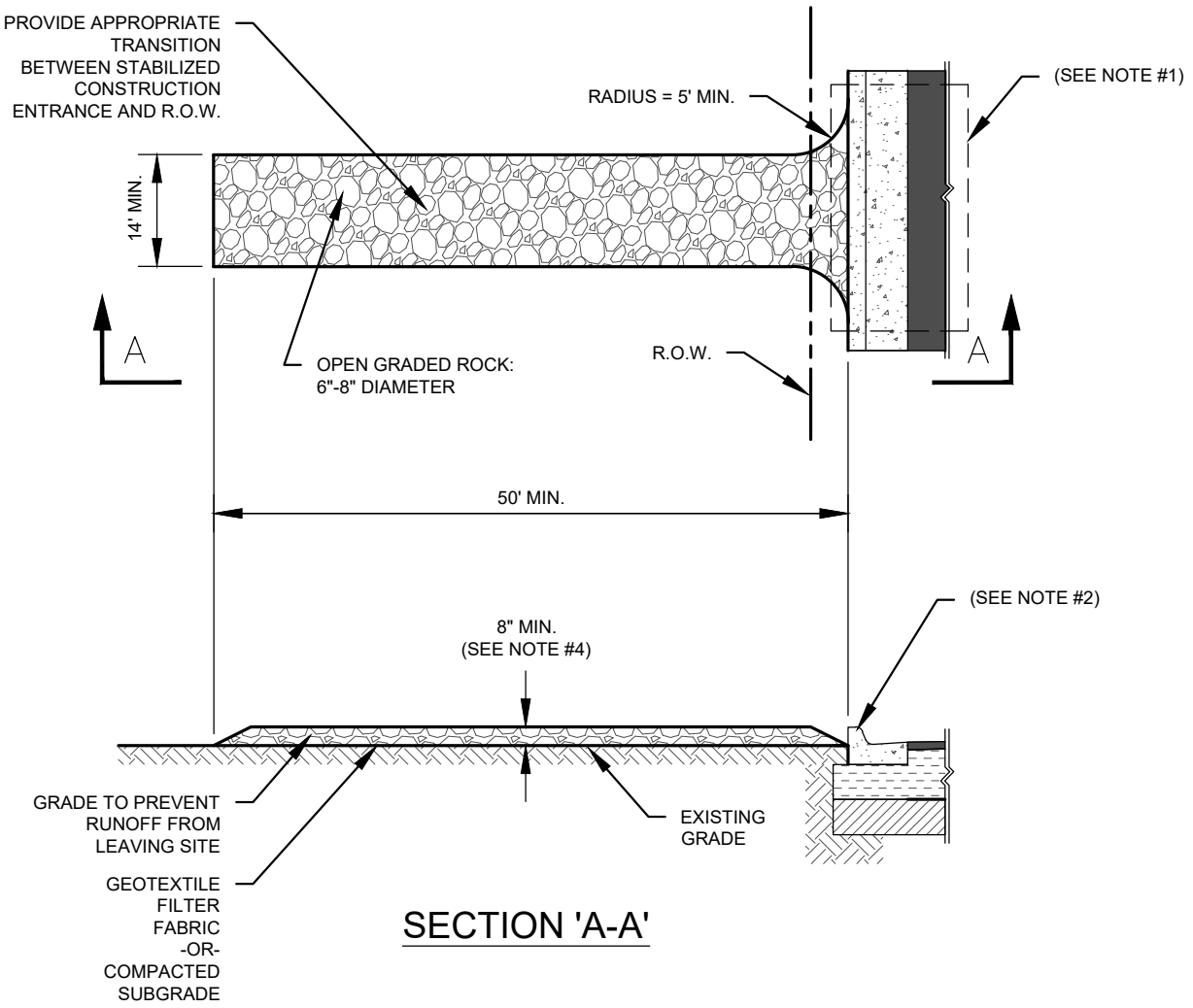
ZONE B: PIPE BACKFILL

ZONE C: HAUNCHING

ZONE D: PIPE EMBEDMENT

ZONE E: BEDDING

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	FIRE LINE TRENCHING AND BEDDING		F03(B)

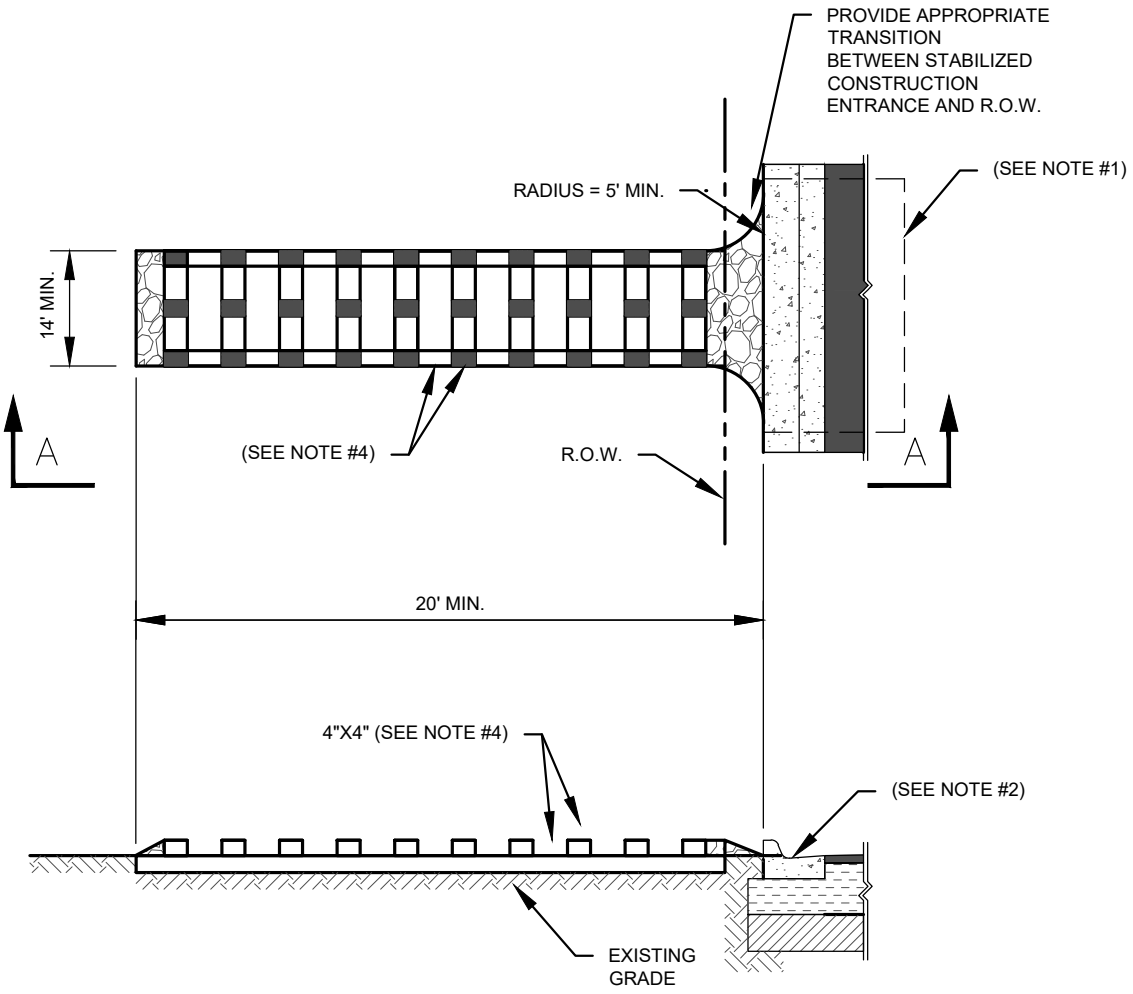


SECTION 'A-A'

NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN FIFTY (50) FEET.
4. THICKNESS OF OPEN GRADED ROCK TO BE NO LESS THAN EIGHT (8) INCHES.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
6. STABILIZED CONSTRUCTION ENTRANCE TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	STABILIZED CONSTRUCTION ENTRANCE OPTION 1		701

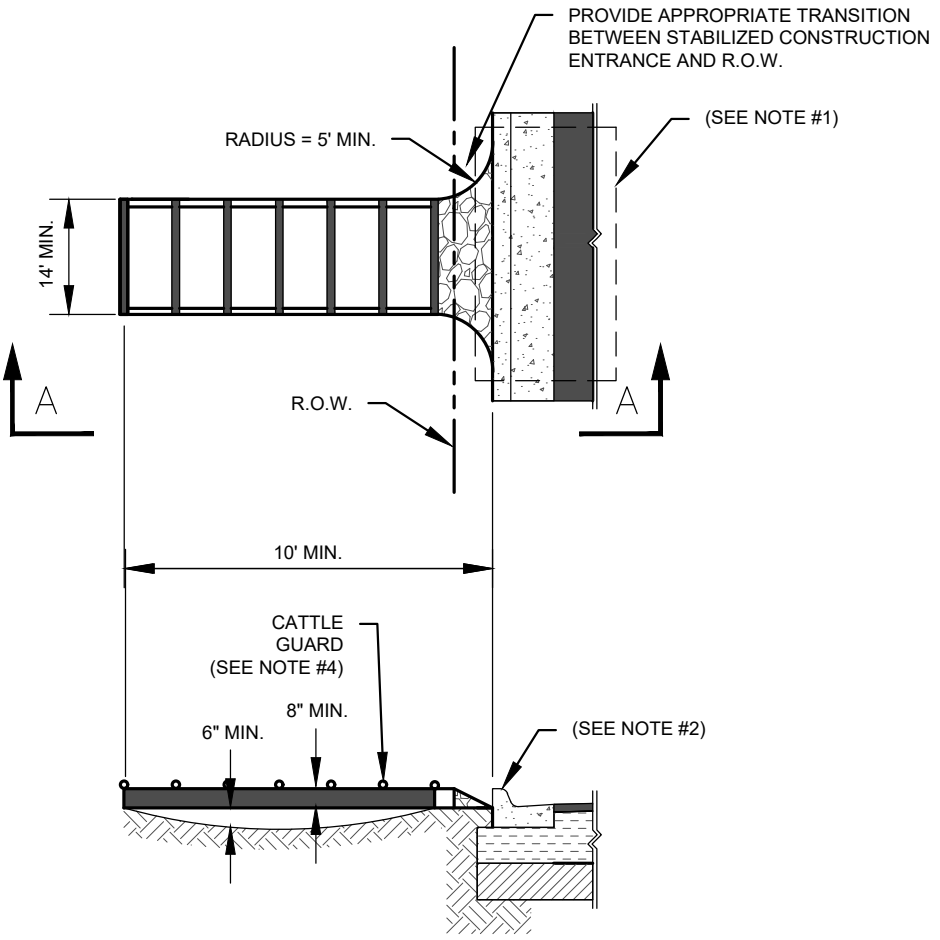


SECTION 'A-A'

NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN TWENTY (20) FEET.
4. BOARDS TO ALL BE 4"X4" WOOD BOARDS IN GOOD CONDITION. PLACE BOARDS ON BOTTOM LAYER TO RUN ALONG ENTRYWAY WITH 2.0' SPACING BETWEEN BOARDS. PLACE BOARDS ON TOP LAYER TO RUN ACROSS ENTRYWAY WITH 4.0" SPACING BETWEEN BOARDS. BOLT BOARDS ON TOP LAYER TO BOARDS ON BOTTOM LAYER.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
6. STABILIZED CONSTRUCTION ENTRANCE TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	STABILIZED CONSTRUCTION ENTRANCE OPTION 2		702

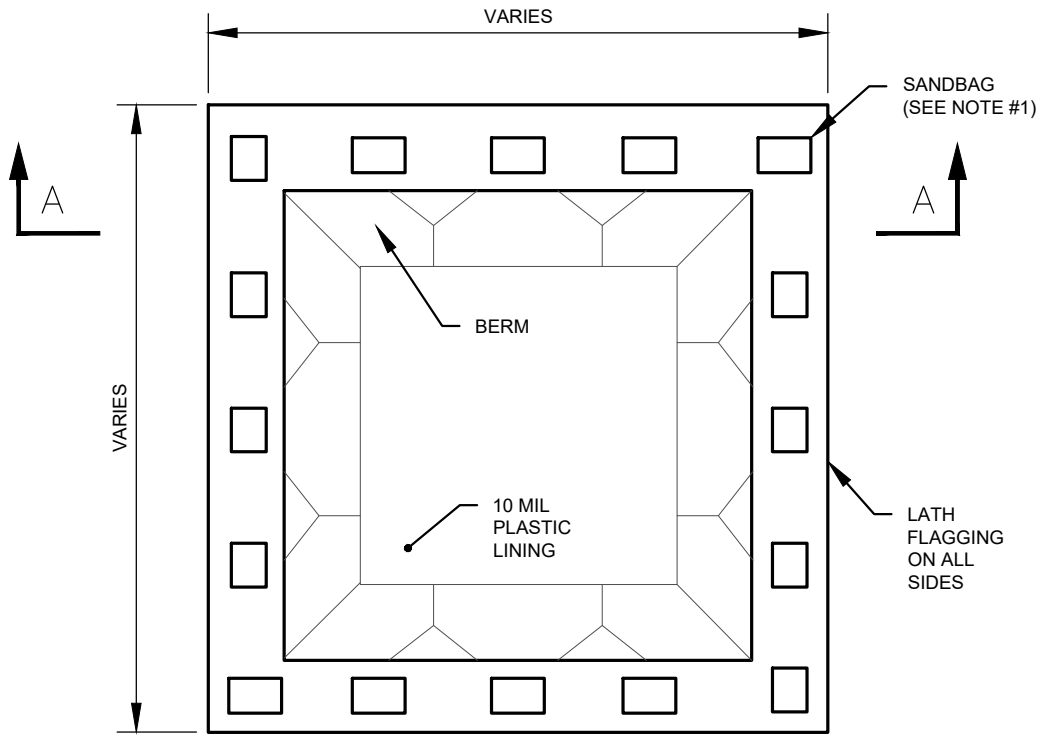


SECTION 'A-A'

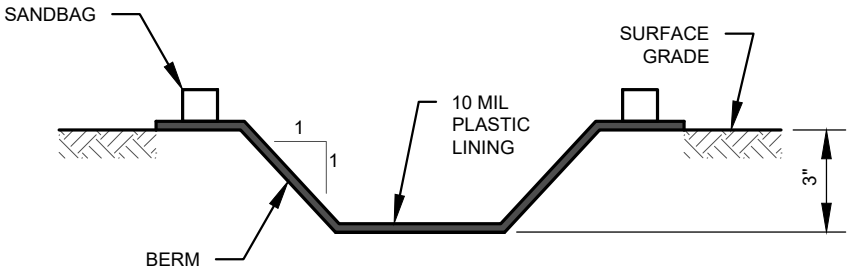
NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN TEN (10) FEET.
4. CATTLE GUARD TO BE STEEL, HEAVY VEHICLE LOAD RATED, AND UTILIZE TOP LEVEL BEAM OR PIPE CROSSINGS OF 4"-6" DIAMETER SPACED NO MORE THAN 8.0" APART. STRUCTURE MAY BE PRE-FABRICATED.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
6. STABILIZED CONSTRUCTION ENTRANCE TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	STABILIZED CONSTRUCTION ENTRANCE OPTION 3		703



DEPRESSED WASHOUT

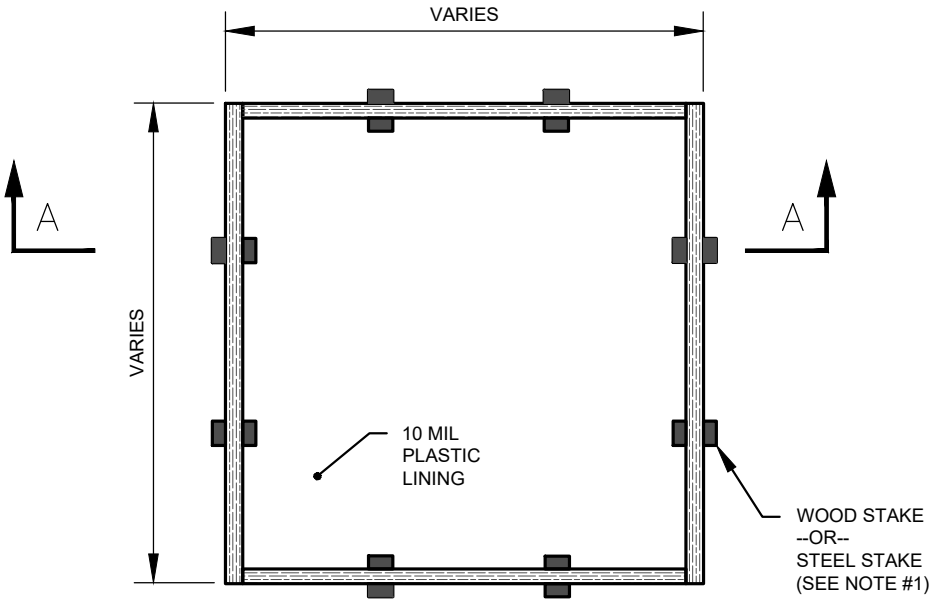


SECTION 'A-A'

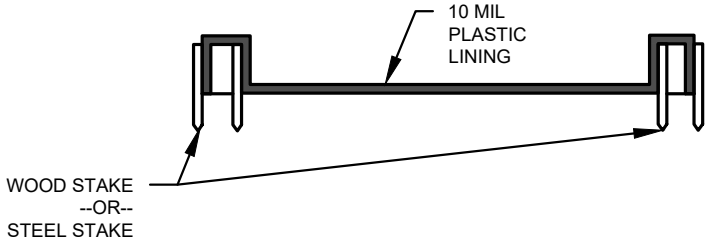
NOTES:

1. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR TWO SECURELY FASTENED STAKES AROUND ENTIRE WASHOUT PERIMETER.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CONCRETE WASHOUT OPTION 1		704



ELEVATED WASHOUT

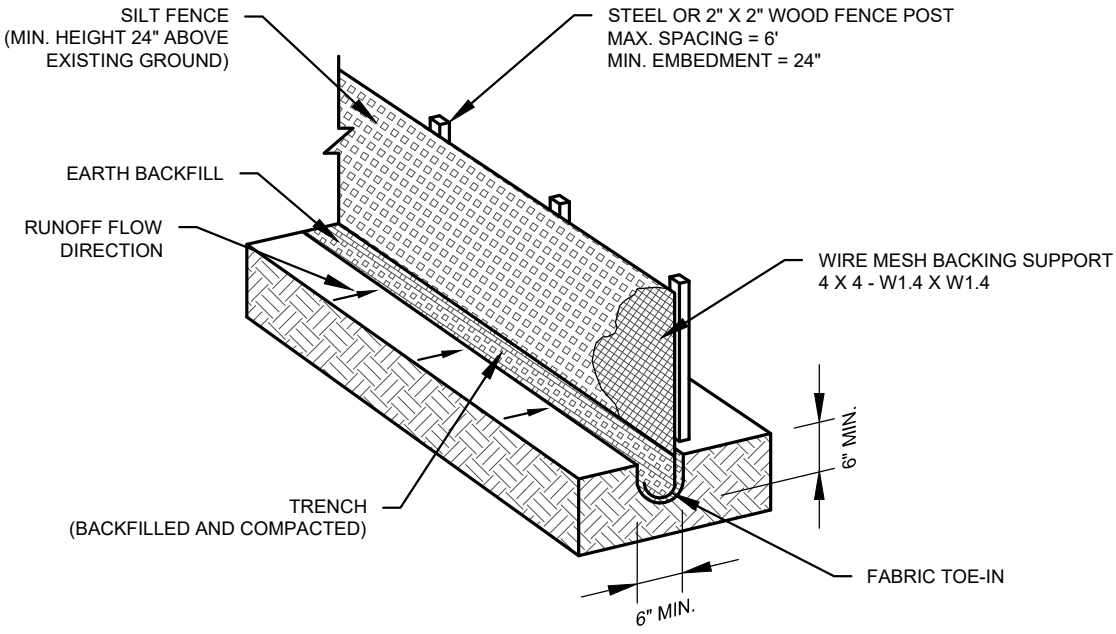


SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY NOT BE USED IN PAVED AREAS.
2. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2X12 ROUGH WOOD FRAME.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEERING.

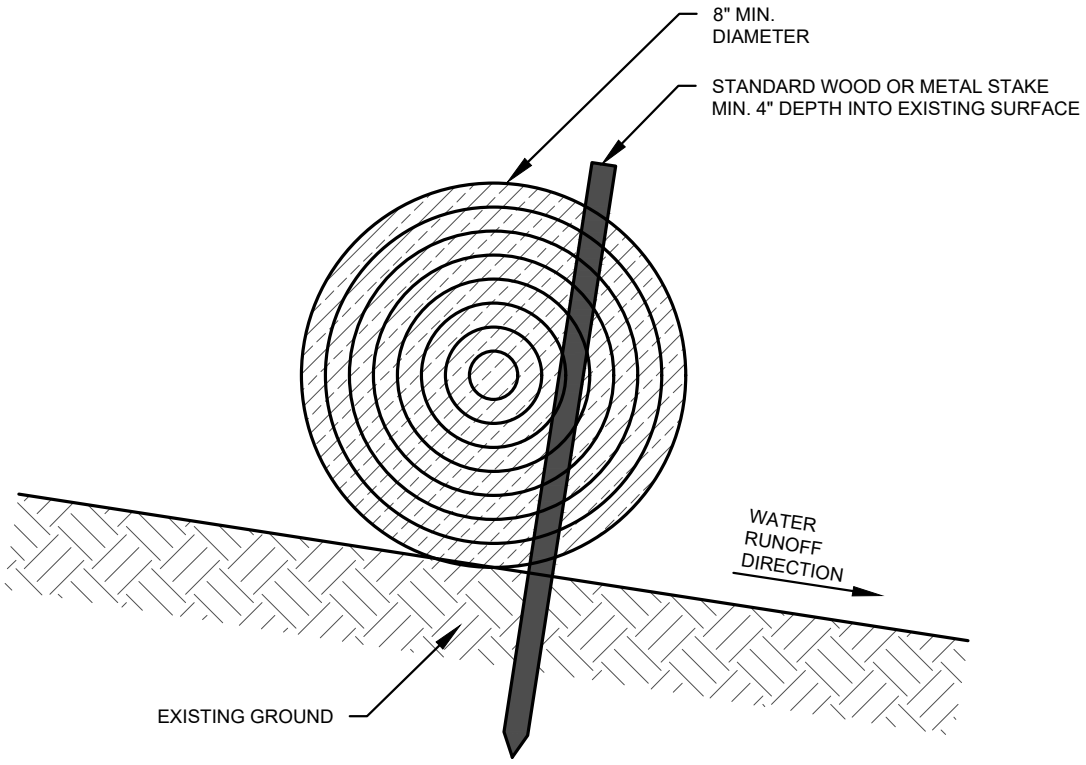
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CONCRETE WASHOUT OPTION 2		705



NOTES:

1. THIS DETAIL IS TO BE USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE SILT FENCE FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. INSTALL STEEL OR WOOD POSTS, WHICH SUPPORT THE SILT FENCE, WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE (1) FOOT.
3. TRENCH THE TOE OF THE SILT FENCE IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE THE FENCE CANNOT BE TRENCHED IN (E.G.PAVEMENT), WEIGHT DOWN FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF SIX (6) INCHES DEEP AND SIX (6) INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SECURELY FASTEN SILT FENCE TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS TO BE ATTACHED TO THE STEEL OR WOOD FENCE POST. INCLUDE A SIX (6) INCH DOUBLE OVERLAP, SECURELY FASTENED, WHERE ENDS OF FABRIC MEET.
6. REMOVE SILT FENCE WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF SIX (6) INCHES. DISPOSE OF THE SILT ONSITE IN AN APPROVED LOCATION AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

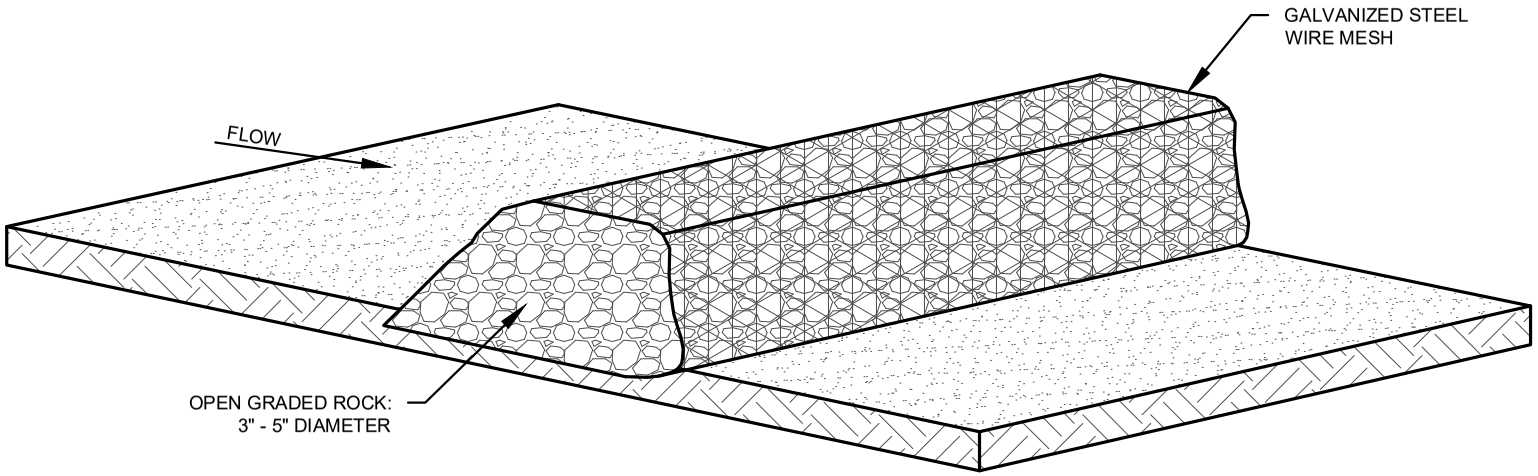
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	SILT FENCE		706



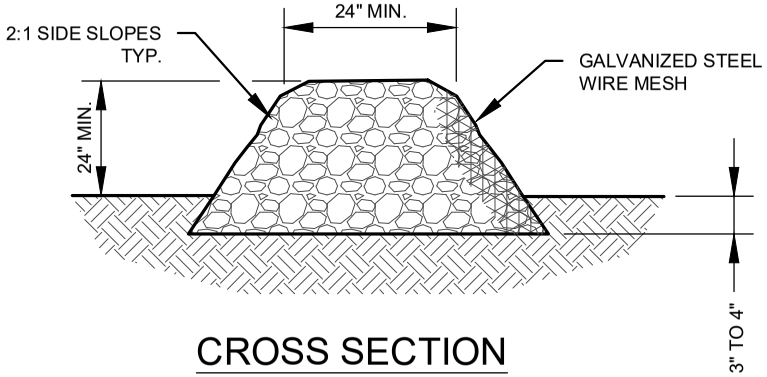
NOTES:

1. THIS DETAIL IS TO USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE FILTER SOCK FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. DO NOT USE FILTER SOCK FOR SHEET FLOW WATERSHEDS LARGER THAN ONE (1) ACRE.
3. USE POLYPROPYLENE NETTING, BURLAP, OR JUTE FABRIC TO CONSTRUCT THE FILTER SOCK.
4. FILL FILTER SOCK WITH STRAW, HAY, COCONUT FIBER, OR COMPOSITE MATERIAL.
5. PLACE STAKING EVERY THREE (3) TO FOUR (4) FEET AT A MINIMUM.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	FILTER SOCK		707



ISOMETRIC VIEW

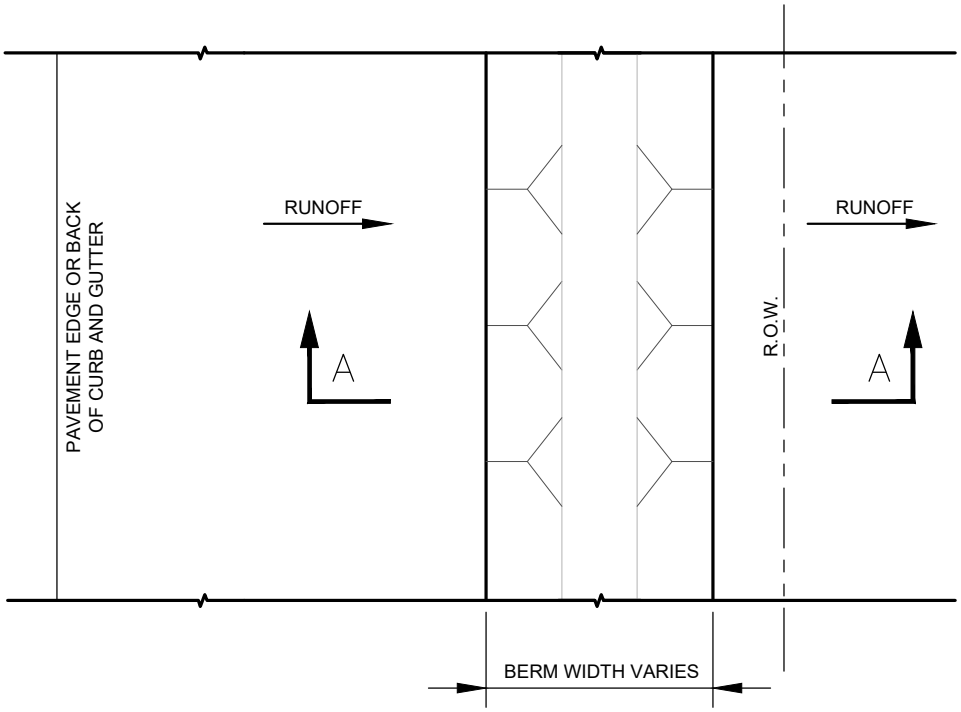


CROSS SECTION

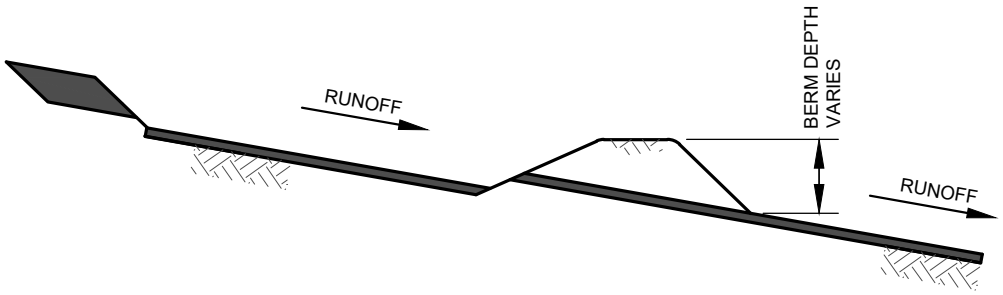
NOTES:

1. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
2. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		ROCK FILTER DAM		708



PLAN

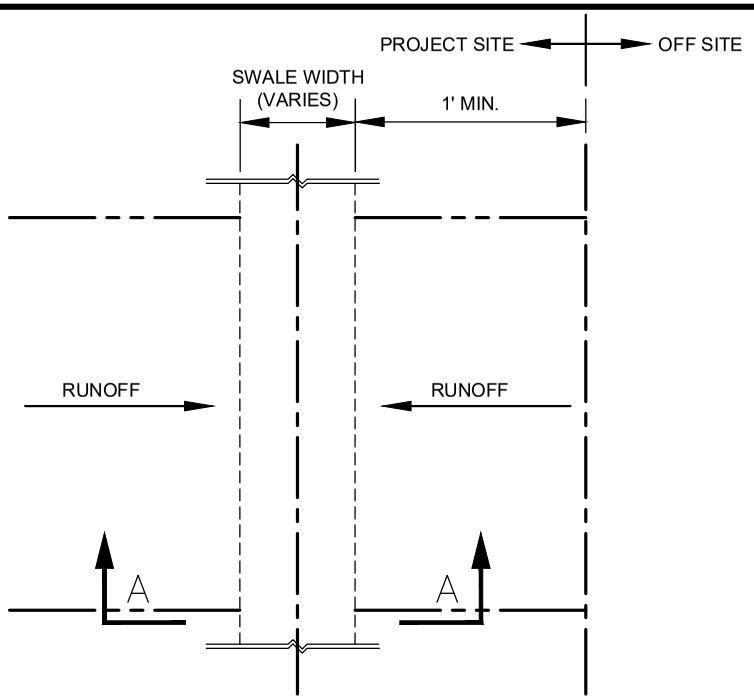


SECTION 'A-A'

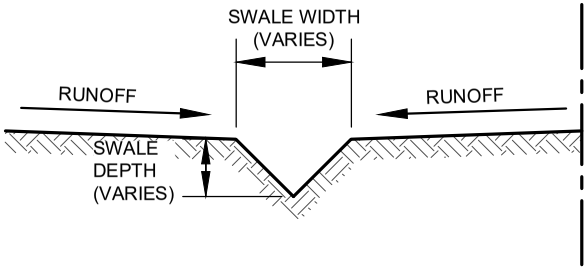
NOTES:

1. CONSTRUCT WIND ROW BERM FROM EXISTING TOPSOIL (4" TO 6" USUAL) TO INTERCEPT RUNOFF.
2. WHERE OVERTOPPING OF BERM OCCURS, PLACE ADDITIONAL EROSION CONTROL DEVICES AS REQUIRED BY THE ENGINEER.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	WIND ROW BERM		709



DRAINAGE SWALE BUFFER

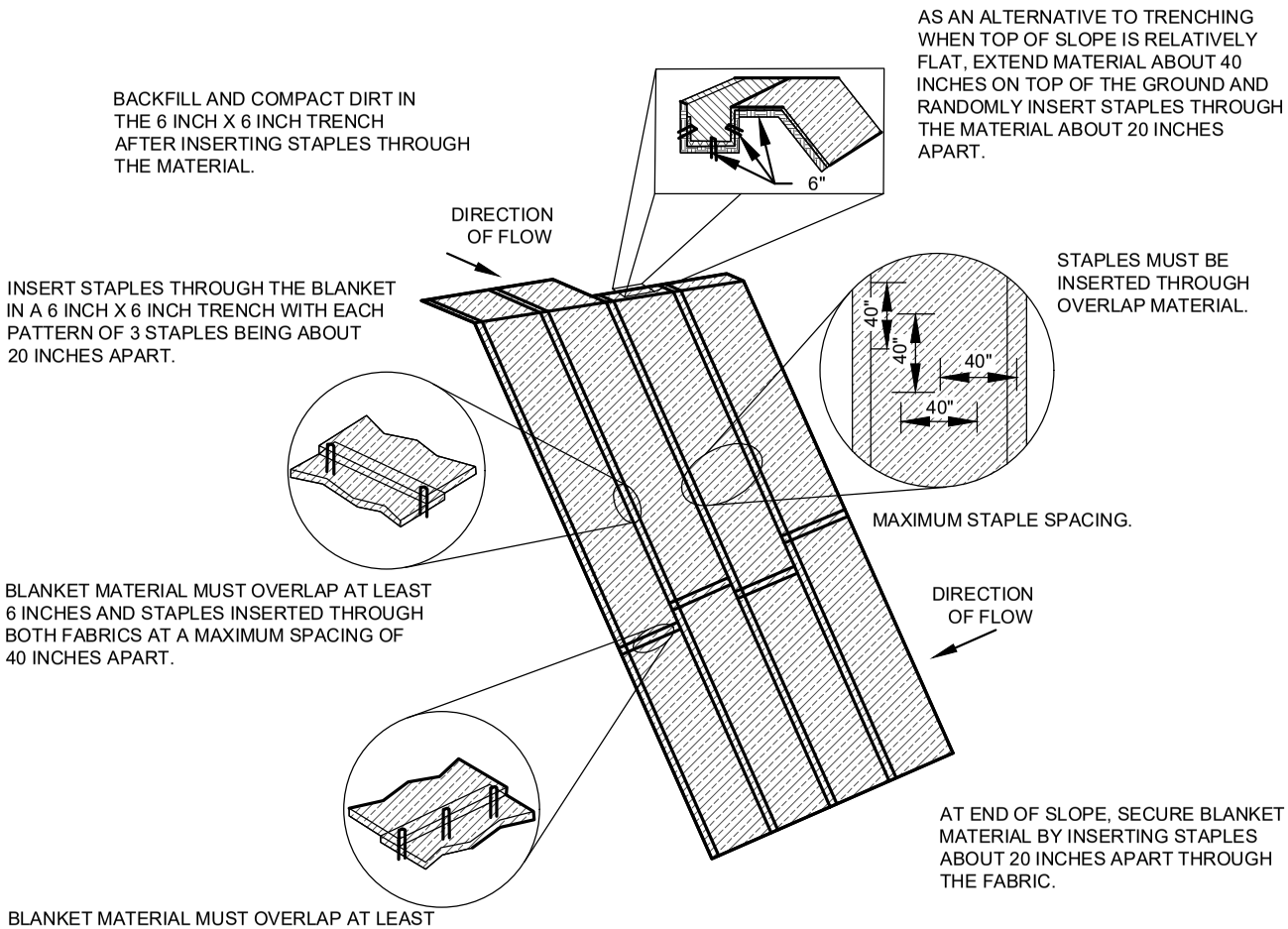


SECTION 'A-A'

NOTES:

1. SIZE DRAINAGE SWALE BUFFER TO CONTAIN ALL RUNOFF DIRECTED TOWARDS IT SO THAT NO OVERTOPPING OF SWALE OCCURS.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE:	10/01/2018	SCALE: NTS	DETAIL:
		DRAINAGE SWALE BUFFER			710

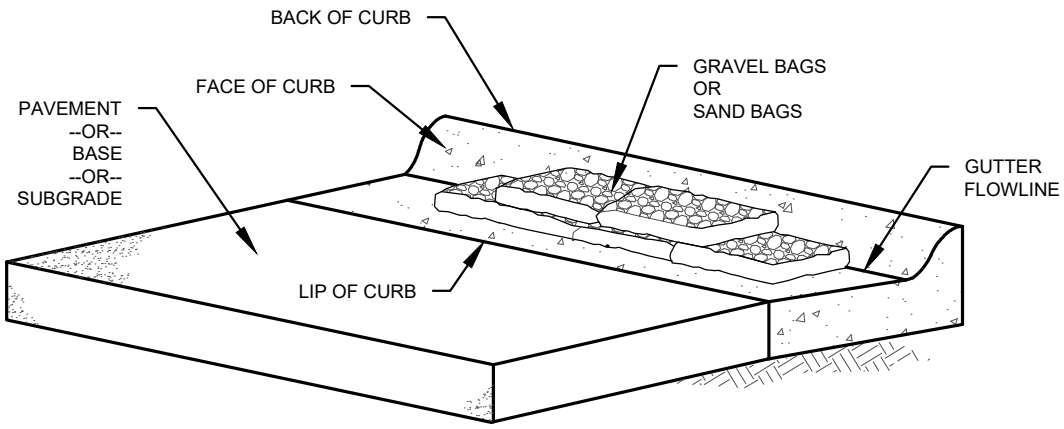


NOTES:

1. THE FOLLOWING PRODUCTS, OR AN EQUAL APPROVED BY THE ENGINEERING SERVICES REPRESENTATIVE MAY BE USED;
   ECS S-1 STANDARD STRAW
   ECS HIGH VELOCITY STRAW
   LANDLOK BON-TERRA S2, ENS2 OR ENCS2
   NORTH AMERICAN GREEN S75, S75BN, S150, S150BN, OR SC150
2. APPLY SEED AS RECOMMENDED BY MANUFACTURER'S SPECIFICATIONS.
3. LAY BLANKETS PARALLEL TO THE DIRECTION OF WATER FLOW. SPREAD BLANKETS EVENLY WITHOUT STRETCHING SO FIBERS ARE IN DIRECT CONTACT WITH THE SOIL.
4. BURY THE UPSLOPE END OF EACH BLANKET AT LEAST 6 INCHES IN A VERTICAL TRENCH WITH THE SOIL PRESSED FIRMLY AGAINST THE EMBEDDED MAT. ADDITIONAL CHECK TRENCHES AT 50 FEET INTERVALS MAY BE DESIRABLE ON STEEP GRADES OR LONG FLOW AREAS.
5. STAPLE STRIP ENDS AND END OVERLAPS WITH NOT MORE THAN 20 INCHES BETWEEN STAPLES. STAPLE ALL OTHER JOINTS AND EDGES AT 40 INCH INTERVALS.
6. USE U-SHAPED STAPLES TO ANCHOR BLANKETS THAT ARE 11 GAUGE OR HEAVIER STEEL WIRE HAVING A SPAN WIDTH OF 1 INCH AND A LENGTH OF 6 INCHES OR MORE FROM TOP TO BOTTOM AFTER BENDING.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

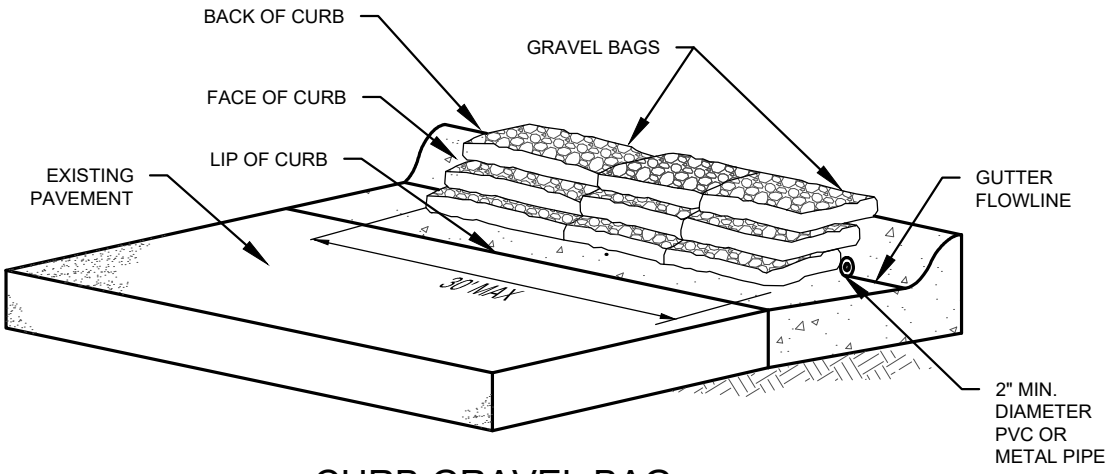
DRAWN: DPM	EFFECTIVE DATE:	10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	EROSION CONTROL BLANKET AND VEGETATION			711
APPROVED: MCC				



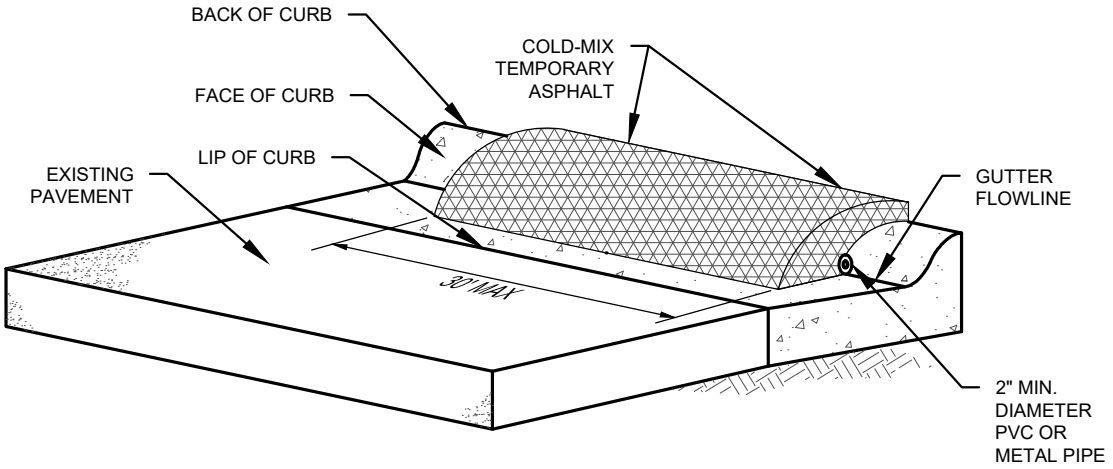
NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CURB GRAVEL OR SAND BAGS		712



CURB GRAVEL BAG

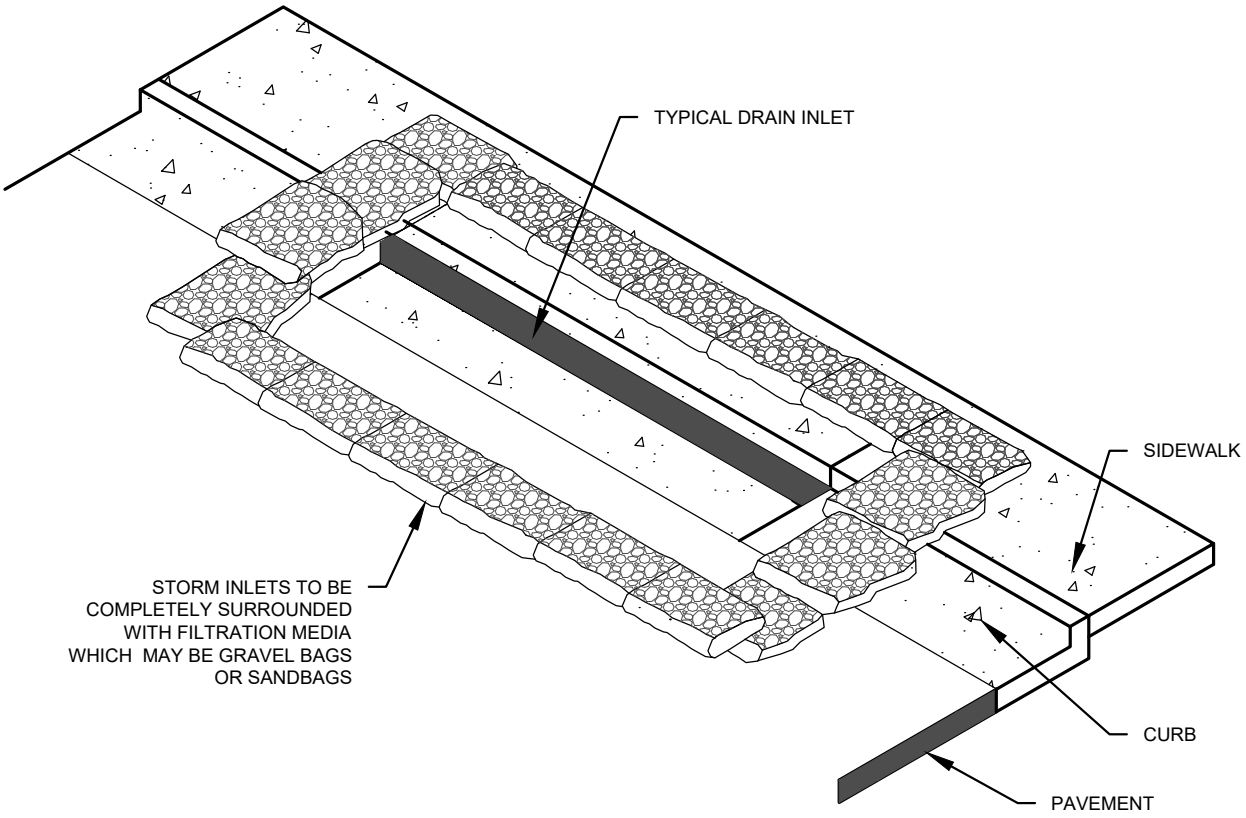


CURB COLD-MIX TEMPORARY ASPHALT

NOTES:

1. UTILIZE THIS DETAIL WHEN ACCESSING PROJECT SITE OVER EXISTING CURB ONLY IF NO USABLE CURB OPENING EXISTS.
2. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL NO LESS THAN 1" DIAMETER AND NO GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE PIPE AND FACE-OF-CURB . DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. DO NOT PLACE TEMPORARY ASPHALT BEYOND LIP-OF-CURB.
7. PIPE MUST EXTEND ACROSS FULL LENGTH OF TEMPORARY CURB PROTECTION AND BE COMPLETELY EXPOSED AT BOTH ENDS.
8. MINIMUM 4" THICK LAYER OF GRAVEL OR ASPHALT REQUIRED OVER ALL PARTS OF AFFECTED CURB.
9. MAXIMUM WIDTH OF CURB PROTECTION IS 30'.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	TEMPORARY CURB PROTECTION		713

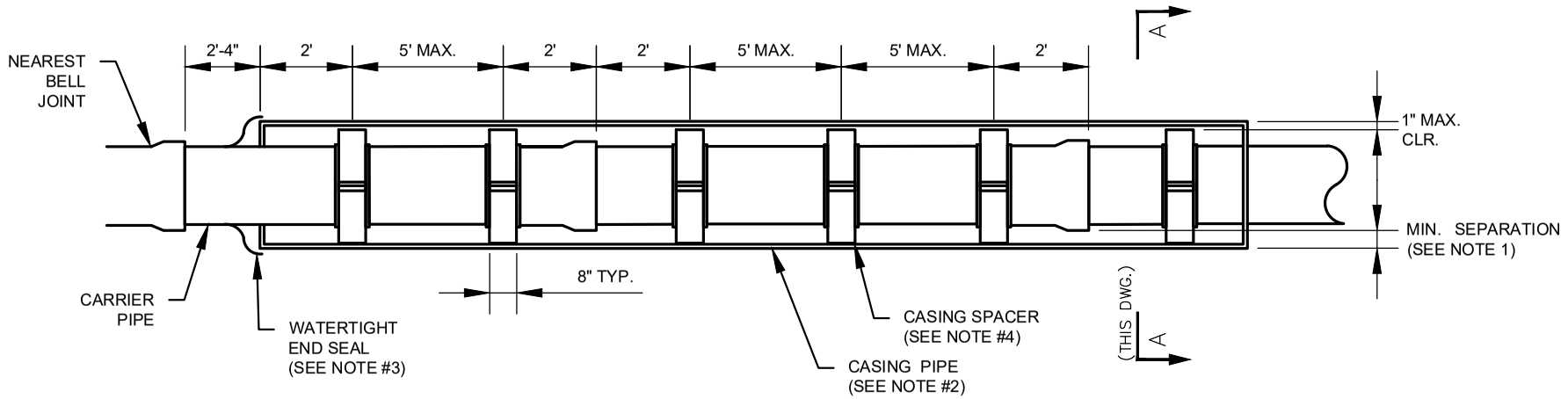


GRAVEL BAGS OR SANDBAGS

NOTES:

1. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL OR CLEAN SAND.
2. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE SURFACE.
3. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

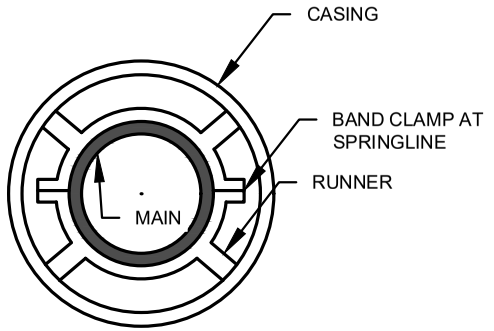
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CURB INLET PROTECTION		714



CROSS SECTION VIEW

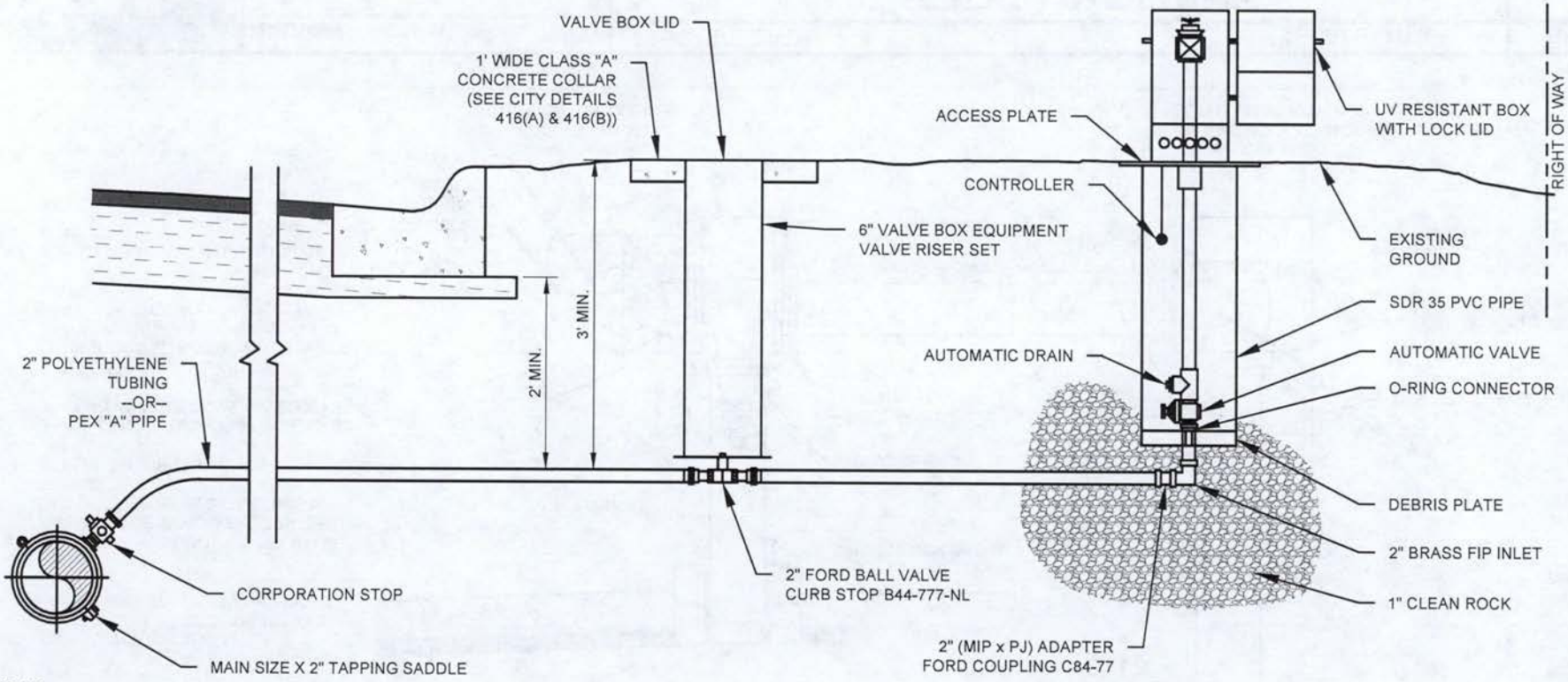
NOTES:

1. CASING PIPE TO BE MINIMUM TWO (2) NOMINAL SIZES LARGER IN DIAMETER THAN CARRIER PIPE.
2. CASING PIPE TO BE NO LESS THAN 12" DIAMETER PIPE. 12"-16" DIAMETER CASING PIPE MAY BE STEEL OR PVC PIPE. CASING PIPE LARGER THAN 16" DIAMETER MUST BE STEEL PIPE. STEEL CASING PIPE TO BE MINIMUM 1/4" WALL THICKNESS. PVC CASING PIPE TO BE SDR-26 D2241 OR C-900.
3. CASING PIPE TO BE STEEL OR PVC.
4. WATER TIGHT END SEAL TO BE GROUT OR APPROVED MANUFACTURED SEAL.
5. CASING SPACERS TO BE HDPE OR APPROVED EQUAL, MINIMUM FOUR (4) EQUALLY SPACED RUNNERS, WITH BAND CLAMP JOINT LOCATED AT SPRINGLINE. SPACERS FOR CASING PIPE LARGER THAN 24" DIAMETER REQUIRE MINIMUM SIX (6) EQUALLY SPACED RUNNERS.
6. CASING INSTALLED IN OPEN TRENCH IS TO BE BACKFILLED PER CURRENT CITY STANDARDS FOR AN UN-ENCASED MAIN.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



SECTION 'A-A'

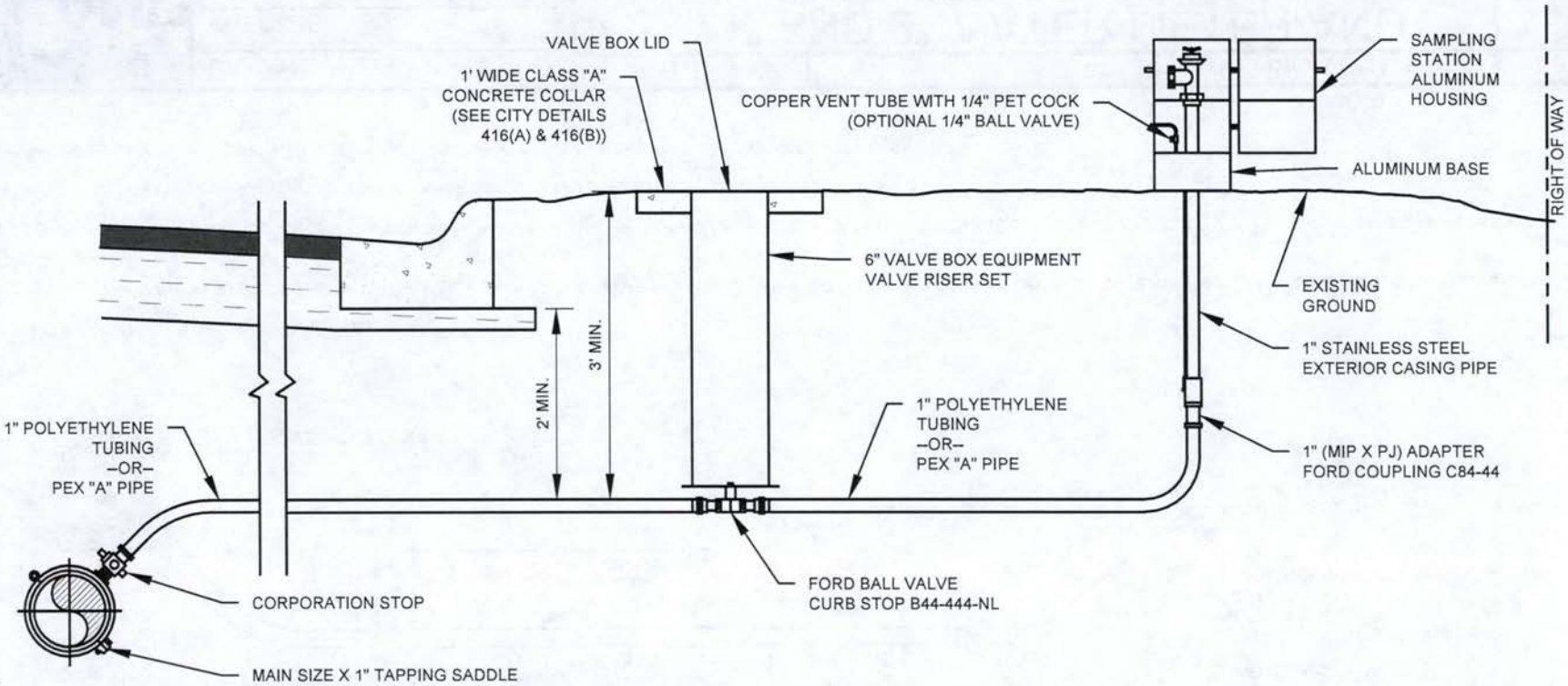
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		# TYPICAL PIPE CASING DETAIL	DETAIL: 805



NOTES

1. AUTOMATIC FLUSHING DEVICE TO HAVE A 2" BRASS FIP INLET, LEADING VERTICALLY INTO A 2" AUTOMATIC SOLENOID VALVE. AUTOMATIC SOLENOID VALVE SHALL HAVE A 150 PSI RATING. EACH UNIT SHALL BE FURNISHED WITH A STAND-ALONE VALVE CONTROLLER. VALVE CONTROLLER WILL NOT REQUIRE A SECOND HAND-HELD DEVICE FOR PROGRAMMING, MUST HAVE A MINIMUM OF 12 POSSIBLE FLUSHING CYCLES PER DAY AT UP TO 6 HOURS OF FLUSH TIME PER CYCLE, SHALL BE SUBMERSIBLE TO 12', OPERATE WITH A 9 VOLT BATTERY (COMPARTMENT HOLDS TWO BATTERIES) AND HAVE A DOUBLE VALVE, ALL BRASS SAMPLING POINT. REMOVAL OF THE 2" SOLENOID VALVE SHALL BE POSSIBLE VIA AN O-RING CONNECTOR LOCATED UNDER THE VALVE AFTER REMOVAL OF THE STAINLESS STEEL ACCESS PLATE, UNDERGROUND PARTS SHALL BE HOUSED IN A PVC ENCLOSURE AND EACH UNIT SHALL BE SELF-DRAINING, NON-FREEZING. ALL ABOVE-GROUND COMPONENTS SHALL BE CONTAINED WITHIN A UV-RESISTANT LOCKING DOMED COVER.
2. ALL CONNECTION COMPONENTS (NOT INCLUDING THE STATION) MUST BE THE COMPONENTS LISTED OR APPROVED EQUALS. ALL COMPONENTS USED MUST BE FROM THE SAME MANUFACTURER.
3. ONLY TO BE INSTALLED IF APPROVED BY CITY ENGINEER/UTILITIES DIRECTOR.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY BOTH THE ENGINEERING SERVICES REPRESENTATIVE AND THE UTILITY DEPARTMENT REPRESENTATIVE.

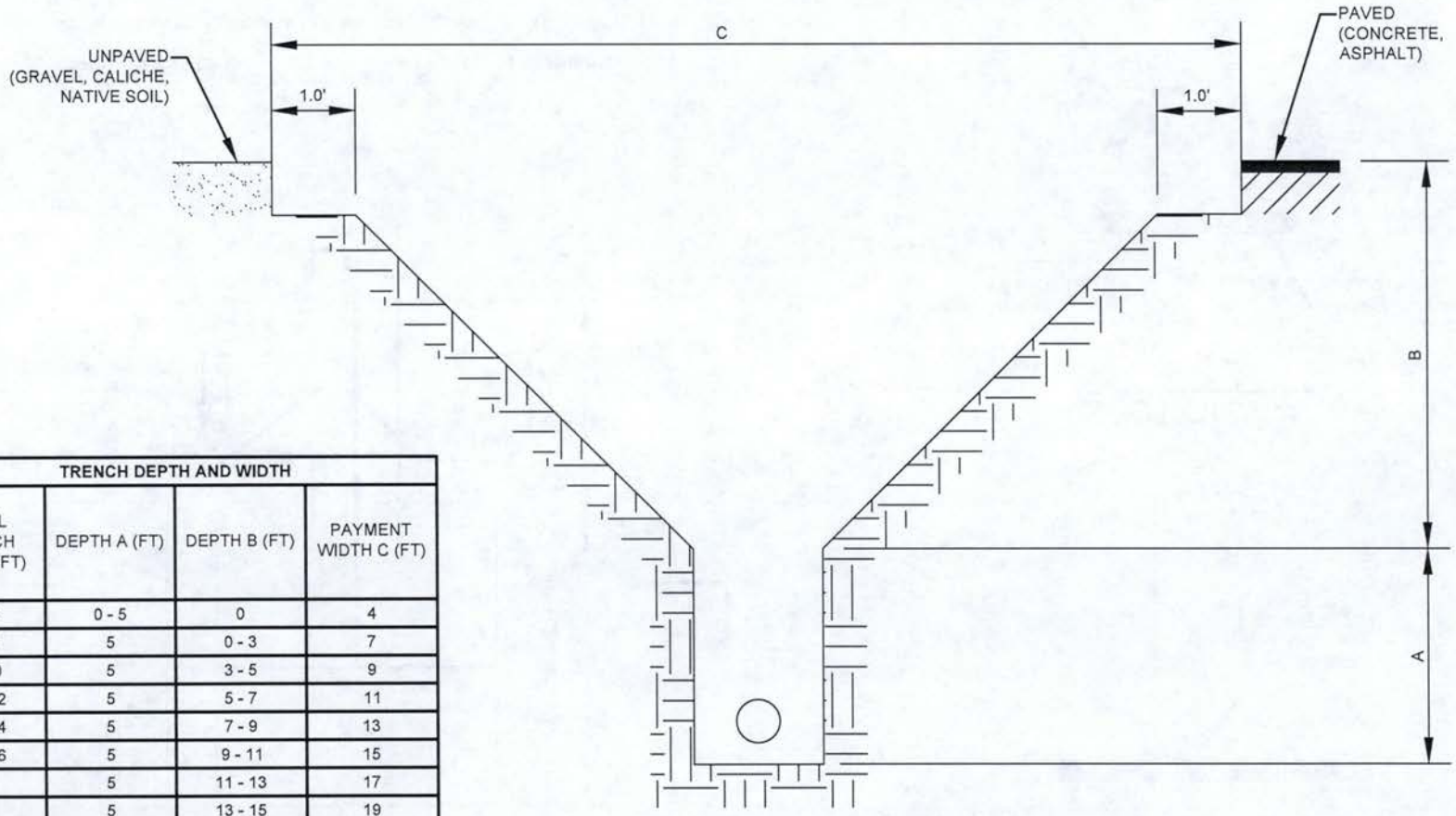
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE:	SCALE: NTS
		WATER FLUSHING STATION	DETAIL: 4##



NOTES

1. SAMPLING STATION TO BE BURIED, WITH A 3/4" FIP INLET, AND A (3/4" HOSE OR UNTHREADED) NOZZLE.
2. ALL STATIONS TO BE ENCLOSED IN A LOCKABLE, NONREMOVABLE, ALUMINUM-CAST HOUSING.
3. WHEN OPENED, THE STATION WILL REQUIRE NO KEY FOR OPERATION, AND THE WATER WILL FLOW IN AN ALL BRASS WATERWAY.
4. ALL WORKING PARTS WILL ALSO BE OF BRASS AND BE REMOVABLE FROM ABOVE GROUND WITH NO DIGGING. EXTERIOR PIPING TO BE BRASS OR GALVANIZED.
5. A COPPER VENT TUBE WILL ENABLE EACH STATION TO BE PUMPED FREE OF STANDING WATER TO PREVENT FREEZING AND TO MINIMIZE BACTERIA GROWTH.
6. ALL CONNECTION COMPONENTS (NOT INCLUDING THE STATION) MUST BE THE COMPONENTS LISTED OR APPROVED EQUALS. ALL COMPONENTS USED MUST BE FROM THE SAME MANUFACTURER.
7. ONLY TO BE INSTALLED IF APPROVED BY CITY ENGINEER/ UTILITIES DIRECTOR.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY BOTH THE ENGINEERING SERVICES REPRESENTATIVE AND THE UTILITY DEPARTMENT REPRESENTATIVE.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE:	SCALE: NTS
		WATER SAMPLING STATION	DETAIL: 4##



TRENCH DEPTH AND WIDTH			
TOTAL TRENCH DEPTH (FT)	DEPTH A (FT)	DEPTH B (FT)	PAYMENT WIDTH C (FT)
0 - 5	0 - 5	0	4
5 - 8	5	0 - 3	7
8 - 10	5	3 - 5	9
10 - 12	5	5 - 7	11
12 - 14	5	7 - 9	13
14 - 16	5	9 - 11	15
16	5	11 - 13	17
18	5	13 - 15	19
20	5	15 - 17	21
22	5	17 - 19	23

MIDLAND Engineering Services

DRAWN: DPM

CHECKED: JCF

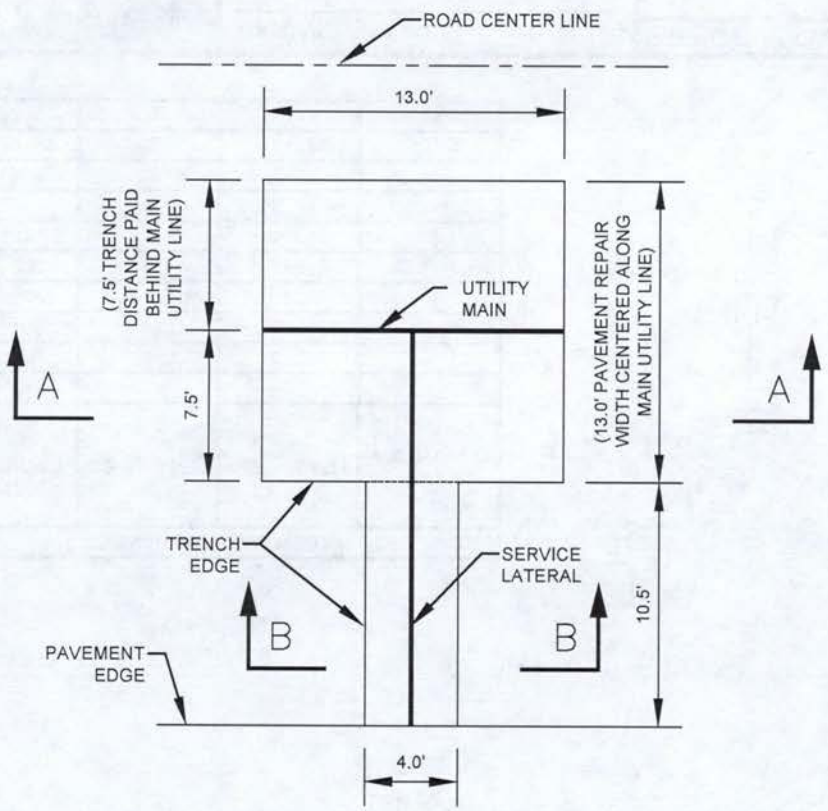
APPROVED: MCC

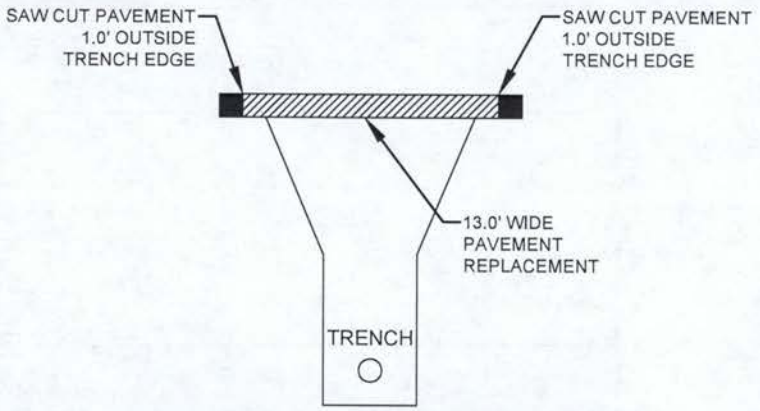
EFFECTIVE DATE:

TRENCH DEPTH, WIDTH, & EXAMPLE CALCULATIONS

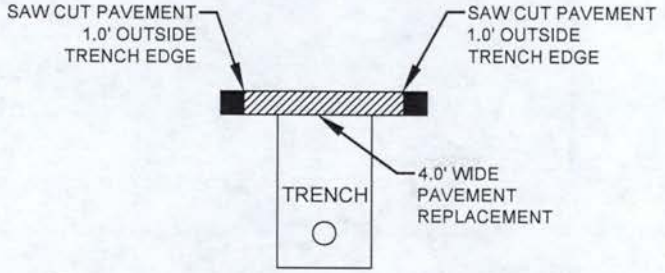
DETAIL:

PART(A)





SECTION 'A-A'



SECTION 'B-B'

EXAMPLE CALCULATION: 14.0' DEEP TAP, 18.0' LONG, UNDER ASPHALT PAVED ROAD.

1. PAYMENT WIDTH FOR 14.0' DEEP TAP IS 13.0' AND PAVEMENT WIDTH FOR 5.0' DEEP TRENCH IS 4.0'.
2. PAVEMENT REPLACEMENT QUANTITY IS:

   (10.5' X 4.0') + (13.0' X 13.0') = 211.0 SF = 23.4 SY
3. CONTRACTOR WILL BE PAID FOR 23.5 SY OF PAVEMENT REPLACEMENT ON THIS TAP.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE:	DETAIL:
		TRENCH DEPTH, WIDTH, & EXAMPLE CALCULATIONS	PART(B)

MIDLAND
Be the Energy!

ADDENDUM #01
Project Number U25-08

TO ALL BIDDERS ON THE SUBJECT BID: Water Rehab Program 02

ADDENDUM #01

DATE: November 17, 2025

1. Q/A and Clarification
2. Revised Bid Items
3. Revised Pay Notes
4. Non-Mandatory Pre-Bid Meeting Agenda
5. Non-Mandatory Pre-Bid Meeting Attendance

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Boler Equipment Service, Inc.
Company Name

Bidder Authorized Signature

11.20.2025
Date

Greg Boler
Please Print Above Name

432.694.0660
Phone

Water Rehab Program 02
Project Number U25-08

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete.

Clarification: Contractor must include documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license, and also equivalent to or a higher class than either a Wastewater D license or an active Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation will be rejected as a non-responsive bid. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted immediately and the City of Midland will have sole discretion to either allow the Contractor to renew their active licenses before resuming work or to end the project immediately. If the Contractor is allowed to renew the required licenses then the City of Midland will have sole discretion on whether or not to grant a stay of contract time while the required licenses are renewed or to hold the Contractor to the original contract time. There will be no additional payments for traffic controls, erosion controls, site safety measures, material storage, equipment storage, mobilization or remobilization, or similar items during any pause in construction if it is a result of the Contractor's failure to maintain the required licenses for this project.

Clarification: Contractor is responsible for all construction staking.

Clarification: Traffic control for work performed in arterial streets under this program will be the City of Midland's responsibility. The Contractor is responsible for all other traffic control during this project.

Clarification: There will be no more than three (3) consecutive intersecting street closures allowed at a time in series for this project.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions no less than two (2) business days in advance of any such interruptions. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Clarification: Utility covers matching City Details are now available. All utility covers and cover patterns are to match the City standard details.

Clarification: Contractor is to return all existing fire hydrants removed during this project to the City of Midland Utilities. Fire hydrant removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: Contractor is to return all existing water meters removed during this project to the City of Midland Utilities. Water meter removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Proposal.

Clarification: All invoice submittals are to be itemized and are to match the Proposal item listed.

Clarification: It is recommended that Bidders use the USPS mailing address rather than the physical City Hall address for bid submittals that are mailed in as the physical address has experienced issues on occasion in the past. The USPS mailing address is unchanged from what is listed in the original bid packet and the pre-bid teleconference meeting agenda.

Clarification: The main area of focus for this program is known to have locations with fairly significant amounts of rock that impacts the trench excavation operations. Bidders are directed to account for this in their unit pricing for the items listed in the Bid Items portion of the Project Manual, as this will not be paid for as a separate line item or an additional payment for work done in areas with rocky soil conditions.

Clarification: The wastewater manhole that will be replaced is approximately 14-ft deep and close to, but not inside of, a railroad Right-Of-Way.

Clarification: In the Pre-Bid Meeting it was erroneously stated that the wastewater manhole would be removed relocated and replaced. However, the manhole is not being relocated or replaced, it will instead have a barrel adjustment to raise the manhole to the desired elevation. The barrel adjustment will be raised to approximately 2-ft. Wastewater Bid Item 3 and 4, and Pay Notes WW2, WW3, and WW4 where revised to reflect this correction.

Clarification: Renewal of contract will be in accordance with Special Provisions part 22. Renewal Of Contract. If the program utilizes all available funding before the end of a contract year, then no additional funds will be available until and unless the next renewal year is agreed to and begins in accordance with the contract renewal options. If the program runs out of time for a contract year before all funds for that year have been utilized, then the remaining funds go away at the end of that contract year.

Clarification: The Bid Items section of the Project Manual has been revised. The revised Bid Items section includes the adjustment of the Wastewater Bid Items 3 and 4 quantities and the correction of Wastewater Bid Item 4's unit value and the revised Bid Items section has been attached to this Addendum 01 and will also replace the version currently located in the City's Bonfire.

Bidders who plan to submit a digital bid submittal are solely responsible for making sure the Bonfire version of the Bid Item section has been updated before they complete their bids and submit them through the City's digital process.

Bidders who plan to provide hard-copy bid submittals are to remove all previous versions of the Bid Items section in their entirety from the original Project Manual and replace them with the attached revised Bid Items section.

Clarification: The Pay Notes section of the Project Manual has been revised. The revised Pay Notes section now includes revisions to Pay Notes WW2, WW3 and WW4 to reflect that the existing manhole barrel is being adjusted rather than being replaced and relocated, and the revised Pay Notes has been attached to this Addendum 01 and will also replace the version currently located in the City's Bonfire.

Bidders who plan to submit a digital bid submittal are solely responsible for making sure the Bonfire version of the Pay Notes section has been updated before they complete their bids and submit them through the City's digital process.

Bidders who plan to provide hard-copy bid submittals are to remove all previous versions of the Pay Notes section in their entirety from the original Project Manual and replace them with the attached revised Pay Notes section.

Question: The City may want to include items for line stops to isolate active existing water mains in case they are needed.

Answer: No changes made to the bid documents for this item. Bidders are directed to bid the items listed in the revised Bid Items portion of the Project Manual attached to this Addendum 01.

Question: Will the Performance and Payment Bonds be needed for each period of this program, or for the entire potential program period? Will the price for the bonds be passed through, or handled some other way?

Answer: The Performance and Payment Bonds will cover the 1st year of the program and then will carry through each subsequent year of the program if the program is renewed.

Question: Can you provide a history of the previous number of projects or amount of work done with previous versions of this program?

Answer: In previous years, approximately 7-10 projects have been completed under the program each year, and typical projects were 2-4 block long water replacement projects in developed alleyways.

Question: Does the City require at least 1 dedicated work crew on this program at all times? If the Contractor has more than 1 crew available can they assign more crews to this program?

Answer: Contractor is required to have at least one (1) construction crew dedicated to this program at all times. Contractor may also assign more than one crew to this program if they wish to do so.

Question: Is a by-pass going to be needed for the work on the manhole relocation?

Answer: Bypass pumping will not be needed, the information originally provided was incorrect and this will be a Manhole Barrel Adjustments rather than a manhole replacement and relocation. See Clarifications 19 and 20 listed above for additional information.

Question: Will there be any deadlines associated with the work assigned under this program?

Answer: Generally, the City does not assign a hard deadline to projects issued under this program. However, all projects issued are to be completed before the end of the fiscal year in which they are issued unless the City and Contractor have both already agreed to renew the program for an additional year and to have the work for a given project occur in both years. Additionally, if there are projects that are issued next to high priority locations such as Schools or Hospitals, or, if a project is issued to deal with a time sensitive or critical issue with the City's public utility infrastructure then there may be a necessary deadline to meet for those projects.

Question: The Bid Item Wastewater #4 and Pay Note WW4 do not list the same units for measuring quantities?

Answer: Revisions have been made in the Bid Document and the Pay Notes and these revised documents are attached to this Addendum 01.

BID ITEMS

(See Proposal sheet for additional information.)

Project Name: Water Rehab Program 02
Project Number: U25-08

Miscellaneous Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	20" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	80	LF	M1	$_____	$_____
2)	16" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	80	LF	M1	$_____	$_____
3)	12" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	40	LF	M1	$_____	$_____
4)	16" PVC,Pipe Casing,SDR 26 ASTM D2241, furnished, installed, complete and in place.	40	LF	M1	$_____	$_____
5)	12" PVC,Pipe Casing,SDR 26 ASTM D2241, furnished, installed, complete and in place.	20	LF	M1	$_____	$_____
6)	Cement Stabilized Sand Bedding (2.5-Sack) Encasement, furnished, installed, complete and in place.	20	LF	M2	$_____	$_____
7)	Erosion/Sediment Control, furnished, installed, complete and in place.	40	EA	M3	$_____	$_____
8)	Traffic Control for Collector/ Local Road Conditions, furnished, installed, complete and in place.	15	EA	M4	$_____	$_____
9)	Traffic Control for Alley/Easement Conditions, furnished, installed, complete and in place.	25	EA	M5	$_____	$_____
10)	Job Site Safety, furnished, installed, complete and in place.	40	EA	M6	$_____	$_____
11)	Additional Labor, Downtown Area, Water Improvements, furnished, installed, complete and in place.	300	LF	M7	$_____	$_____
12)	Additional Labor, Downtown Area, Wastewater Improvements, furnished, installed, complete and in place.	300	LF	M8	$_____	$_____
13)	Material Mark-up, complete and in place.	N/A	%	M9	%_____	$ N/A
14)	Labor Mark-up (Regular Work Hours), complete and in place.	N/A	%	M10	%_____	$ N/A
15)	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place.	N/A	%	M11	%_____	$ N/A
Total Miscellaneous Items 1 - 15		$_____				

Demolition Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	Removal & Disposal of Existing Utility Mains, complete and in place.	1650	LF	D1	$_____	$_____
2)	Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place.	150	CY	D2	$_____	$_____
3)	Removal & Disposal of Existing Manhole, (0'-5' Deep), complete and in place.	1	EA	D3	$_____	$_____
4)	Remove & Disposal of Existing Manhole Additional Depth, (> 5' Deep), complete and in place.	7	VF	D4	$_____	$_____
Total Demolition Items 1 - 4		$_____				

Water Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	16” Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$_____	$_____
2)	12” Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$_____	$_____
3)	10” Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$_____	$_____
4)	8” Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$_____	$_____
5)	6” Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place.	60	LF	W1	$_____	$_____
6)	16” AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	200	LF	W1	$_____	$_____
7)	12” AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	1500	LF	W1	$_____	$_____
8)	10” AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	10	LF	W1	$_____	$_____
9)	8” AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	1500	LF	W1	$_____	$_____
10)	6” AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	3000	LF	W1	$_____	$_____
11)	16” Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$_____	$_____
12)	12” Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$_____	$_____
13)	10” Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$_____	$_____
14)	8” Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$_____	$_____
15)	6” Tapping Sleeve furnished, installed, complete and in place.	5	EA	W2	$_____	$_____
16)	16” Gate Valve & Vault (MJxMJ/FL), furnished, installed, complete and in place.	5	EA	W3	$_____	$_____
17)	12” Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	10	EA	W4	$_____	$_____
18)	10” Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	5	EA	W4	$_____	$_____

19)	8” Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	20	EA	W4	$_____	$_____
20)	6” Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	30	EA	W4	$_____	$_____
21)	Air Relief Valve & Vault (Water Main), furnished, installed, complete and in place.	5	EA	W5	$_____	$_____
22)	Fire Hydrant Assembly, (≤ 5’ Water Main Bury Depth), furnished, installed, complete and in place.	20	EA	W6	$_____	$_____
23)	Fire Hydrant Riser, (> 5’ Water Main Bury Depth), furnished, installed, complete and in place.	40	VF	W7	$_____	$_____
24)	Ductile Iron Fittings, furnished, installed, complete and in place.	4600	LBS	W8	$_____	$_____
25)	Dresser Coupling, furnished, installed, complete and in place.	5	EA	W9	$_____	$_____
26)	16" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	10	EA	W10	$_____	$_____
27)	12" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	20	EA	W10	$_____	$_____
28)	10" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	10	EA	W10	$_____	$_____
29)	8" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	40	EA	W10	$_____	$_____
30)	6" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place.	130	EA	W10	$_____	$_____
31)	2” Water Service Connection, Long (>20') furnished, installed, complete and in place.	10	EA	W11	$_____	$_____
32)	2” Water Service Connection, Short (≤20') furnished, installed, complete and in place.	20	EA	W11	$_____	$_____
33)	1” Water Service Connection, Long (>20') furnished, installed, complete and in place.	50	EA	W11	$_____	$_____
34)	1” Water Service Connection, Short (≤20') furnished, installed, complete and in place.	130	EA	W11	$_____	$_____
35)	Flushing Station Installation, Long (>20'), furnished, furnished, installed, complete and in place.	4	EA	W12	$_____	$_____
36)	Flushing Station Installation, Short (≤20'), furnished, furnished, installed, complete and in place.	4	EA	W12	$_____	$_____
37)	Sampling Station Installation, Long (>20'), furnished, furnished, installed, complete and in place.	4	EA	W13	$_____	$_____

38)	Sampling Station Installation, Short (≤20'), furnished, furnished, installed, complete and in place.	4	EA	W13	$_____	$_____
39)	Water Meter Installation (New Service Lateral), furnished, instralled, complete and in place.	210	EA	W14	$_____	$_____
40)	Water Meter & Meter Box Installation (Existing Service Lateral), furnished, installed, complete and in place.	5	EA	W15	$_____	$_____
41)	Replace Water Meter in Existing Vault, furnished, installed, complete and in place.	5	EA	W16	$_____	$_____
42)	Stand-Alone Gate Valve & Vault Replacement / Installation Add-On, furnished, installed, complete and in place.	5	EA	W17	$_____	$_____
43)	Stand-Alone Gate Valve & Box Replacement / Installation Add-On, furnished, installed, complete and in place.	5	EA	W18	$_____	$_____
44)	Stand-Alone Water Service Connection Add-On, furnished, installed, complete and in place.	5	EA	W19	$_____	$_____
45)	Open Trenching of Water Main (0' - 5' Deep), furnished, installed, complete and in place.	6000	LF	W20	$_____	$_____
46)	Open Trenching of Water Main (5' - 8' Deep), furnished, installed, complete and in place.	330	LF	W20	$_____	$_____
47)	Open Trenching of Water Main (8' - 10' Deep), furnished, installed, complete and in place.	130	LF	W20	$_____	$_____
48)	Open Trenching of Water Main (10' - 12' Deep), furnished, installed, complete and in place.	130	LF	W20	$_____	$_____
Total Water Items 1 - 48		$_____				

Wastewater Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	18” SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place.	20	LF	WW1	$_____	$_____
2)	48” Fiberglass Manhole & Cover, (0’-5’ Deep), furnished, installed, complete and in place.	1	EA	WW2	$_____	$_____
3)	48” Fiberglass Manhole Barrel Adjustment And Additional Bury Depth, (> 5’ Deep), furnished, installed, complete and in place.	5	VF	WW3	$_____	$_____
4)	Open Excavation, furnished, installed, complete and in place.	20	LF	WW4	$_____	$_____
Total Wastewater Items 1 - 4		$_____				

Paving Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	6” Concrete Pavement Repair, furnished, installed, complete and in place.	100	SY	P1	$_____	$_____
2)	4” Concrete Sidewalk Repair, furnished, installed, complete and in place.	100	SY	P2	$_____	$_____
3)	2” Asphalt Pavement Repair , furnished, installed, complete and in place.	750	SY	P3	$_____	$_____
4)	6” Base Rock Pavement Repair (Flexible Base), furnished, installed, complete and in place.	2100	SY	P4	$_____	$_____
5)	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	850	SY	P5	$_____	$_____
Total Paving Items 1 - 5		$_____				

Price For:	
1. Miscellaneous Items	$
2. Demolition Items	$
3. Water Items	$
4. Wastewater Items	$
5. Paving Items	$
Total Price	$

PAY NOTES

U25-08

Water Rehab Program 02

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	20" Steel Pipe Casing (1/4" Wall Thickness)	M1
2	16" Steel Pipe Casing (1/4" Wall Thickness)	M1
3	12" Steel Pipe Casing (1/4" Wall Thickness)	M1
4	16" PVC Pipe Casing, SDR 26 ASTM D2241	M1
5	12" PVC Pipe Casing, SDR 26 ASTM D2241	M1
6	Cement Stabilized Bedding (2.5-Sack)	M2
7	Erosion/Sediment Control	M3
8	Traffic Control for Collector/Local Road Conditions	M4
9	Traffic Control for Alley/Easement Conditions	M5
10	Job Site Safety	M6
11	Additional Labor, Downtown Area, Water Improvements	M7
12	Additional Labor, Downtown Area, Watewater Improvements	M8
13	Material Mark-up	M9
14	Labor Mark-up (Regular Work Hours)	M10
15	Equipment Rental Mark-up (Non-Standard Equipment Only)	M11
Demolition Items		
1	Removal & Disposal of Existing Utility Mains	D1
2	Flowable Fill for Existing Pipes Abandoned In Place	D2
3	Removal & Disposal of Existing Manhole (0'-5' Deep)	D3
4	Removal & Disposal of Existing Manhole Additional Depth (> 5' Deep)	D4

Water Items

1	16" Ductile Iron Pipe Pressure Class 150, Water Main	W1
2	12" Ductile Iron Pipe Pressure Class 150, Water Main	W1
3	10" Ductile Iron Pipe Pressure Class 150, Water Main	W1
4	8" Ductile Iron Pipe Pressure Class 150, Water Main	W1
5	6" Ductile Iron Pipe Pressure Class 150, Water Main	W1
6	16" AWWA C-900 DR18, PVC, Water Main	W1
7	12" AWWA C-900 DR18, PVC, Water Main	W1
8	10" AWWA C-900 DR18, PVC, Water Main	W1
9	8" AWWA C-900 DR18, PVC, Water Main	W1
10	6" AWWA C-900 DR18, PVC, Water Main	W1
11	16" Tapping Sleeve	W2
12	12" Tapping Sleeve	W2
13	10" Tapping Sleeve	W2
14	8" Tapping Sleeve	W2
15	6" Tapping Sleeve	W2
16	16" Gate Valve & Vault (MJxMJ/FL)	W3
17	12" Gate Valve & Box (MJxMJ/FL)	W4
18	10" Gate Valve & Box (MJxMJ/FL)	W4
19	8" Gate Valve & Box (MJxMJ/FL)	W4
20	6" Gate Valve & Box (MJxMJ/FL)	W4
21	Air Relief Valve & Vault (Water Main)	W5
22	Fire Hydrant Assembly (≤ 5' Water Main Bury Depth)	W6
23	Fire Hydrant Riser (> 5' Water Main Bury Depth)	W7
24	Ductile Iron Fittings	W8
25	Dresser Coupling	W9
26	16" Tapping Saddle (2" or 1")	W10
27	12" Tapping Saddle (2" or 1")	W10
28	10" Tapping Saddle (2" or 1")	W10
29	8" Tapping Saddle (2" or 1")	W10
30	6" Tapping Saddle (2" or 1")	W10
31	2" Water Service Connection, Long (> 20')	W11
32	2" Water Service Connection, Short (≤ 20')	W11
33	1" Water Service Connection, Long (> 20')	W11
34	1" Water Service Connection, Short (≤ 20')	W11
35	Flushing Station Installation, Long (> 20')	W12
36	Flushing Station Installation, Short (≤ 20')	W12
37	Sampling Station Installation, Long (> 20')	W13
38	Sampling Station Installation, Short (≤ 20')	W13
39	Water Meter Installation (New Service Lateral)	W14
40	Water Meter & Meter Box Installation (Existing Service Lateral)	W15
41	Replace Water Meter In Existing Vault	W16
42	Stand-Alone Gate Valve & Vault Replacement / Installation Add-On	W17
43	Stand-Alone Gate Valve & Box Replacement / Installation Add-On	W18
44	Stand-Alone Water Service Connection Add-On	W19
45	Open Trenching of Water Main (0' - 5' Deep)	W20
46	Open Trenching of Water Main (5' - 8' Deep)	W20
47	Open Trenching of Water Main (8' - 10' Deep)	W20
48	Open Trenching of Water Main (10' - 12' Deep)	W20

Wastewater Items

1	18" SDR 26 ASTM D2241, PVC, Wastewater Main	WW1
2	48" Fiberglass Manhole & Cover (0'-5' Deep)	WW2
3	48" Fiberglass Manhole Barrel Adjustment And Additional Bury Depth (> 5' Deep)	WW3
4	Open Excavation	WW4

Paving Items

1	6" Concrete Pavement Repair	P1
2	4" Concrete Sidewalk Repair	P2
3	2" Asphalt Pavement Repair	P3
4	6" Base Rock Pavement Repair (Flexible Base)	P4
5	Flowable Fill / 2-Sack Backfill	P5

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Casing per the construction drawings and City of Midland standards and specifications, including all spacers, grout, embedment, detector wire, tracer tape, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

M2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Cement Stabilized Bedding Encasement (Portland Cement 2.5 Sack Cement = 235 LBS/CY) per the construction drawings, City of Midland standards and specifications, and Texas Administrative Code Title 30, Ch. 290, Sub-Ch. D Rule§290.44(e)(4)(B)(v), including all embedment, detector wire, tracer tape, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per each block measured from street intersection to street intersection, or per each street crossing between blocks.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control for Collector/Local Road Conditions per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per each block measured from street intersection to street intersection, or per each collector/local road crossed.

M5 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control for Alley/Easement Conditions per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per each block measured from street intersection to street intersection, or per each alley/easement crossed.

M6 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per each block measured from street intersection to street intersection, or per each street crossing between intersections.

M7 Includes the necessary equipment, labor, materials, and incidentals to complete work for water improvements in the downtown Midland area per the construction drawings and City of Midland standards and specifications. The downtown Midland area is considered to be the area bordered by Kansas Avenue to the north, Lamesa Road to the east, Front Street to the south, and 'A' Street to the west. Measurement and payment to be per linear foot measured along the ground surface following the water pipe centerline through all valves, fittings, structures, and appurtenances. This will be applied solely at the discretion of the Engineer or Records or the City of MIdland designee.

M8 Includes the necessary equipment, labor, materials, and incidentals to complete work for wastewater improvements in the downtown Midland area per the construction drawings and City of Midland standards and specifications. The downtown Midland area is considered to be the area bordered by Kansas Avenue to the north, Lamesa Road to the east, Front Street to the south, and 'A' Street to the west. Measurement and payment to be per linear foot measured along the ground surface following the wastewater pipe centerline through all structures and appurtenances. This will be applied solely at the discretion of the Engineer or Records or the City of MIdland designee.

M9 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M10 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M11 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

D1 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Utility Mains per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all pipes, fittings, structures, and appurtenances. All existing fire hydrants and meters removed are to be returned to the City of Midland. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, manholes, fittings, junctions, structures, and appurtenances.

D2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Flowable Fill for Existing Pipes Abandoned In Place (Portland Cement 2-Sack = 188 LBS / CY) per the construction drawings and City of Midland standards and specifications, including all plugging (wastewater) or capping (water) of the pipe to be abandoned, and appurtenances. Measurement and payment to be made per cubic yard volume of flowable fill placed in pipe abandoned in place.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Manholes to a depth of 5' per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all drop structures, other structures, base, and appurtenances. Measurement and payment to be made per each manhole removed.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Manholes at depths exceeding 5' per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all drop structures, other structures, and appurtenances. Measurement and payment to be per vertical foot of existing manhole removed below a depth of 5' measured from the lowest invert at the manhole flowline and rounded up to the nearest 0.5'.

W1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

W2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Tapping Sleeve per the construction drawings and City of Midland standards and specifications, including all joint restraints, embedment, thrust blocking, and appurtenances. Valves are addressed in a separate pay note. Measurement and payment to be made per each tapping sleeve installed.

W3 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Vault per the construction drawings and City of Midland standards and specifications, including all embedment, vault, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and vault installed. Includes valves associated with tapping sleeves. Stand alone valve replacements are addressed in a separate pay note.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Box per the construction drawings and City of Midland standards and specifications, including all embedment, valve box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box installed. Includes valves associated with tapping sleeves. Stand alone valve replacements are addressed in a separate pay note.

W5 Includes the necessary equipment, labor, materials, and incidentals for the installation of an Air Relief Valve & Vault (Water Force Main) per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, joint restraint, thrust blocking, backfill, concrete collar, and appurtenances. Measurement and payment to be made per each valve and vault installed.

W6 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Assembly to a depth of 5' per the construction drawings and City of Midland standards and specifications, including all risers, embedment, gravel sump, thrust blocking, necessary testing, and appurtenances. Measurement and payment to be made per each fire hydrant assembly installed.

W7 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Riser (> 5' Water Main Bury Depth) per the construction drawings and City of Midland standards and specifications, including all embedment and appurtenances. Measurement and payment to be made per vertical foot of riser below a water main bury depth of 5' measured from the water main invert and rounded up to the nearest 0.5'.

W8 Includes the necessary equipment, labor, materials, and incidentals for the installation of Ductile Iron Fittings per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, joint restraints, and appurtenances. All fittings are to be C153 ductile iron compact fittings. Fitting weights are established from Tyler Union Quality Waterworks Products Catalog PC-U2014, December, 2014 and payment will be made at the standard compact weight. Nuts, bolds, glands, and other associated accessories are not included as part of the fitting weight and are considered subsidiary to the weight of the fitting. Any additional required fittings not shown on the drawings will be paid for at weights established in the Tyler Union Waterworks Catalog.

W9 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Dresser Coupling per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, and appurtenances. Measurement and payment to be made per each dresser coupling / adaptor installed.

W10 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Tapping Saddle for a water service connection per the construction drawings and City of Midland standards and specifications, including all embedment, thrust blocking, and appurtenances. Measurement and payment to be made per each tapping saddle installed.

W11 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Water Service Connection per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill not including flowable fill backfill, polyethylene service line or other pipe, brass goods from the corporation stop to the brass angle valve (inclusive), meter box, and all appurtenances. Measurement to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances, and payment to be made per each water service connection installed.

W12 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Flushing Station per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill not including flowable fill backfill, polyethylene service line or other pipe, brass goods between the tapping saddle and flushing station, and all appurtenances. The flushing station will be provided by the City of Midland. Measurement to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances, and payment to be made per each flushing station installed.

W13 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Sampling Station per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill not including flowable fill backfill, polyethylene service line or other pipe, brass goods between the tapping saddle and sampling station, and all appurtenances. The sampling station will be provided by the City of Midland. Measurement to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances, and payment to be made per each sampling station installed.

W14 Includes the necessary equipment, labor, materials, and incidentals for a new Water Meter Installation as part of a new water service lateral installation per the construction drawings and City of MIdland standards and specifications, including all appurtenances. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter set.

W15 Includes the necessary equipment, labor, materials, and incidentals to set a new Water Meter and Meter Box for an existing water service lateral, or to replace an existing water meter and water meter box, per the construction drawings and City of MIdland standards and specifications, including all appurtenances. Return the existing water meter to the City of Midland. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter and meter box set.

W16 Includes the necessary equipment, labor, materials, and incidentals to Replace Water Meter in Existing Vault per the construction drawings and City of MIdland standards and specifications, including all appurtenances. Return the existing water meter to the City of Midland. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter replaced.

W17 Includes the additional necessary equipment, labor, materials, and incidentals for a Stand-Alone Gate Valve & Vault Replacement / Installation Add-On per the construction drawings and City of Midland standards and specifications, including all saw-cutting, pavement removal, unclassified excavation, removal of fittings, removal of structures, embedment, vault, joint restraint, thrust blocking, backfill not including flowable fill backfill, concrete collar, and appurtenances. Measurement and payment to be made per each valve and vault replaced or installed that is stand-alone and not connected to a larger water improvement project. Includes valves associated with tapping sleeves.

W18 Includes the additional necessary equipment, labor, materials, and incidentals for a Stand-Alone Gate Valve & Box Replacement / Installation Add-On per the construction drawings and City of Midland standards and specifications, including all saw-cutting, pavement removal, unclassified excavation, removal of fittings, removal of structures, embedment, box, joint restraint, thrust blocking, backfill not including flowable fill backfill, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box replaced or installed that is stand-alone and not connected to a larger water improvement project. Includes valves associated with tapping sleeves.

W19 Includes the additional necessary equipment, labor, materials, and incidentals for a Stand-Alone Water Service Connection Add-On per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill not including flowable fill backfill, polyethylene service line or other pipe, brass goods from the corporation stop to the brass angle valve (inclusive), meter box, and all appurtenances. Measurement and payment to be per each water service connection made that is stand-alone and not connected to a larger water improvement project.

W20 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all saw cutting, pavement removal, curb removal, sidewalk or ramp removal, unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe and other infrastructure, structures, and appurtenances. Depth measurement to be measured to the nearest 0.5' from the flowline of the pipe to the existing surface. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

WW1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Wastewater Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances.

WW2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole & Cover to a depth of 5' per the construction drawings and City of Midland standards and specifications, to the depth shown on the construction drawings and including all excavation, embedment, base, necessary testing, concrete collars, and appurtenances. Measurement and payment to be made per each manhole installed.

WW3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole Barrel Adjustments And Additional Bury Depth (> 5' pipe invert bury depth) per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, barrel adjustments, and appurtenances. Measurement and payment to be made per vertical foot measured from the lowest flowlline invert at the manhole to 5'

WW4 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Wastewater Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for Concrete Pavement Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber or rebar reinforcement, sealing, finishing, and appurtenances. Curb repair is included with this bid item and pay note. Concrete pavement joints are to typically be 10'x10' joints, and are to be no larger than 15'x15' joints. Concrete pavement joints are to typically be saw-cut or expansion joints, and must all be sealed with TxDOT DMS-6310 SL-2 sealant. Curb joint spacing is to match adjacent concrete pavement joints or be no more than 10'. Curb joints are to be expansion joints between new and existing curb, saw-cut joints everywhere else, and do not have to be sealed. Measurement and payment to be made per square yard measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for Concrete Sidewalk Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Concrete pedestrian access ramp repairs are included with this bid item and pay note. Measurement and payment to be made per square yard.

P3 Includes the necessary equipment, labor, materials, and incidentals for Asphalt Pavement Repair per the construction drawings and City of Midland standards and specifications, including all pavement, compaction, prime coat, tack coat, and appurtenances. Asphalt may be Type "D" HMAC Asphalt with PG 70-22, or either Type "B" or "C" HMAC Asphalt with PG 64-22. All asphalt is assumed to be 110 LBS / SY at 1" thick. Prime and tack coats are to be Bituminois Prime Coat (MC-30, 0.20 GAL / SY), and Tack Coat (MC-30, 0.10 GAL / SY). Measurement and payment to be made per square yard measured along the ground surface.

P4 Includes the necessary equipment, labor, materials, and incidentals for Base Rock Pavement Repair including the installation of base rock backfill (City base) per the construction drawings and City of Midland standards and specifications including all pavement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P5 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (Portland Cement 2 Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

Water Rehab Program 02
Non-Mandatory Pre-Bid Meeting Agenda
Project No. U25-08
November 12, 2025

Discussion Items

1. Sign-In Sheet

2. Personnel Overview
   - Carl Craigo – Public Works Officer
   - Gabe McClelland – Director Engineering Services
   - Bobby Wojciechowski – Assistant Director of Engineering
   - Josh Ferguson – Assistant City Engineer
   - Umasri Madala – Graduate Engineer
   - Alma McCammond – Assistant Utilities Director
   - Rex Swearinger – Water & Wastewater Operations Superintendent, utility coordination
   - Taha Sakrani – City Traffic Engineer
   - Troy Clabaugh – Traffic Operations Superintendent
   - Elvira Rivero – CIP Construction Manager, construction management & inspections
   - Clint Harmon – Inspector
   - Stephen Lamb – Franchise Utility Coordinator
   - Kirby Jones – Project Manager, document processing & payments
   - Michael Williams – Stormwater Manager
   - Natalie Burgard – Administrative Services Manager - Engineering, document processing
   - Erika Martinez – Purchasing Manager, conduct bid process & bid opening

3. Project Overview and Scope
   - This program will include the removal, replacement, relocation, placement, and installation of existing and proposed water improvements and other assorted utilities, structures, and appurtenances as well as all equipment, labor, materials, etc. necessary to complete the work outlined in the Bid Packet, Construction Drawings, and Specifications, and to satisfactorily complete the work.
   - In general, this project is intended to replace or extend water improvements throughout Midland, Texas.

4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

     purchasing@midlandtexas.gov

   - Addendum distributed by email the Monday afternoon following the Pre-Bid Meeting.
     - The deadline to ask or send questions for the addendum is this Friday, November 14, 2025 at Noon.
     - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.
   - ATTENTION: Bidders are to submit bids either through the City of Midland's online procurement portal, by mail, or in person.

     If bidders choose to submit their bid packets digitally through the online procurement portal, it can be accessed at:

https://midlandtexas.bonfirehub.com/

If bidders choose to mail their bid packets in, then they are to mail the bid packet to one of the addresses listed below:

USPS Mailing Address:
City of Midland, Texas
Attn: City Secretary's Office
P.O. Box 1152
Midland, TX 79702

– OR –

Physical Address for mail carriers other than USPS:
City of Midland, Texas
Attn: City Secretary's Office
300 North Loraine St., Suite 330
Midland, TX 79701

If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.

- **Bid Opening is Thursday, November 20, 2025 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - The Bid Opening will be open to the public.
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Bid Item form. If bid items are left blank then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.
  - Bidders must provide proof that they possess active licenses equal to or a higher class than a Water Operator D license and either a Wastewater D license or a Class 1 Collections license.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the project bid is awarded.

6. Payment
   - Payment will be as described in the Bid Packet's Special Provisions, 4. Payment.
   - Work is considered 100% complete when the project Work Order is completed and signed by both the City Inspector and the Contractor.
   - Work Orders and invoices are to be itemized and match the bid items listed in the bid packet Proposal.
   - Recommended that invoices state "Invoice Due Upon Receipt", or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Program Schedule
   - City Inspector must be notified of all work occurring and be able to perform inspections on any construction or installation that occurs.
   - Typically work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work is not to occur on Sundays or legal holidays unless required for emergency situations.
   - Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Project Specifics
   - Bidders must provide documentation as part of the bid packet submittal proving that they possess both an active license equal to or a higher class than a Water Operator D

license and an active license equal to or a higher class than either a Wastewater D license or Class 1 Collections license, and the Contractor must maintain bother of these active licenses for the entirety of the project. Bids without this proof of active licensure will be deemed non-responsive and will not be accepted.

- Comply with all OSHA and other applicable safety requirements and regulations at all times.
- Construction staking is solely the responsibility of the Contractor.
- Construction testing is solely the responsibility of the Contractor.
- Contractor is responsible for all Erosion Control for this project.
  - The winning contractor must submit all TCEQ documentation etc., large or small site notice for linear projects. Please read all requirements in the Construction General Permit regarding linear projects and proper documentation. This is to be submitted to the City of Midland at least 2 days before ground is disturbed for small sites or 7 days before ground is disturbed for large sites.
  - Contractor is required to place erosion control BMPs as needed and to regularly maintain any BMPs placed. Project site is to be kept reasonably clean, and any piles of spoils, backfill material, etc. are to include sand bag BMPs or similar temporary erosion protection emplacements at all times.
  - Contractor is required to remove all temporary BMPs placed at the end of the project. This is considered subsidiary to the overall project.
- Traffic Control – Traffic control for work performed in arterial streets under this program will be City of Midland's responsibility. Contractor is responsible for all other Traffic Control for this program. If at any time traffic control in arterial Right-of-Ways is to be handled by the Contractor rather than by the City, then Contractor is to adhere to all requirements outlined in Special Provisions, 7. Traffic Control of the program's bid packet.
  - Contractor is responsible for coordinating with the City on all projects, as well as with the City's barricade company on arterial roadway projects.
  - Contractor is responsible for coordinating with TxDOT if needed.
  - Contractor is responsible for maintaining access to all adjacent properties during this program.
    - Contractor is responsible for notifying affected property owners at least two (2) business days in advance of any planned access interruptions.
    - Contractor is directed to use steel plates or other means to enable access to adjacent properties when work is not actively occurring at an otherwise blocked point of access so long as this does not conflict with the approved traffic control plan.
  - Contractor is responsible for coordinating with City Transportation to have any traffic control signs removed or relocated as needed by the City.
- Contractor is responsible for maintaining service to adjacent lots during this project.
  - Contractor mist notify affected properties at least two (2) business days prior to any planned service interruption.
- Material stored on the project site must be properly stored and protected from damage and weathering.
- Personnel
- Weekly Progress Meetings – Mandatory attendance.
- Program Duration & Renewals
- There is no warranty period on this program as all work is to be subject to City inspection prior to acceptance. All underground installations must be inspected by the City Inspectors before backfilling occurs.
- Example Projects & Work Orders

9. Additional Information, Clarifications, and Corrections
   - A bidder must include a Certified Check, Bank Money Order, or Bidder's Bond with the bid submittal in compliance with the bid packet's Instruction And Information For Bidders section, 12. Bid Guaranty, page IIB3.
   - The successful Bidder will be required to furnish a Performance Bond and a Payment Bond in compliance with the bid packet's Instruction And Information For Bidders section, 6. Agreement And Bonds, page IIB2.
   - Bidders are directed to bid the item quantities listed in the Bid Packet's Proposal.
   - Contractor is remined that this program is located in an urban environment. Structures, trees, and overhead lines are common, and contractor is to provide proper equipment to complete all work required for this project in an urban environment.

- The intent of this program is to focus specifically on improvements to the City's public water system, with a sole exception for a single wastewater manhole relocation. However, the City's public water infrastructure is an underground utility that crosses or runs alongside other public utilities like wastewater and storm drain. In the event that a water improvement project assigned under this program is close enough to existing public wastewater or storm drain infrastructure that improvements or alterations to those other systems is required, this program will follow one of two policies depending on the scale and scope of impact to the public wastewater or storm drain system.
    - Significant Impact – If accommodating a project assigned under this program would significantly impact an existing public wastewater or storm drain system and require the Contractor to perform work outside the intended scope of this program, then the original project under this program would be rescinded and, if possible, a new project will be assigned to the Contractor in its place. Where construction on the original project has already begun before this issue is discovered, the Contractor along with the City's Inspector and Engineer will determine an acceptable location and method of ending the work that falls within the scope of this program without compromising the City's public infrastructure.
    - Minor Impact – If accommodating a project assigned under this program would have only a minor impact to an existing public wastewater or storm drain system, then any work of this nature not covered under the typical bid items for this program will be paid for by utilizing the Miscellaneous Bid Items 13, 14, and 15 in the bid packet's Proposal section, which cover additional material, labor, and equipment rental not covered by other bid items listed in the Proposal for this program.
- Contractor is responsible for all material storage and protection, and any material delivered that becomes weathered or damaged prior to installation must be replaced with new material prior to installation at the Contractor's sole expense.
- The projects assigned to the Water Rehab Program 01 are not chosen at random, but rather are a direct response to issues that the City needs to resolve in its utility systems and services. Issues of this type may include, but are not limited to, replacing old infrastructure that is past its life expectancy, replacing infrastructure that has a history of repeating failures or breaks, looping parts of the existing water system that previously ended in dead-ends to improve water pressure and circulation, small project improvements that lay the groundwork for larger follow-up projects, etc.
- If an emergency occurs that the City feels it needs help with, it will likely first request help from Contractors who are already under contract with the City as this is the easiest option for City Staff to justify. However, if the Contractor who is awarded this program cannot perform or is not willing to perform the emergency work requested by the City there is no obligation for them to do so, nor will this decision have any bearing on the operation or execution of this program. Emergency projects of this nature will not be paid from the Water Rehab Program 01 funds, so the original program funds will still be used only Water Rehab Program 01 projects regardless of whether or not the Contractor also chooses to assist with any emergency projects.

10. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to:

purchasing@midlandtexas.gov

Non-Mandatory Pre-Bid Meeting Attendance

U25-08

Water Rehab Program 02

Date: 11-12-2025 - 3:00 PM

☑	Name (Please Print)	Company Name (Please Print)	Phone Number	Fax Number	Email
	ALBERTO CABALLERO	ENTRENCH	575-492-1914		ALBERTO@ENTRENCH_INC.COM
	KATHERINE LOPEZ	CITY OF MIDLAND			KLOPEZ@MIDLANDTEXAS.GOV
	Josh Ferguson	City of Midland	(432) 685-7290		jferguson@midlandtexas.gov
	RYAN CONNER	CITY OF MIDLAND	" "		rconner@midlandtexas.gov
	UMASRI MADALA	CITY OF MIDLAND			UMADALA@MIDLANDTEXAS.GOV
	Aaron Burkell	Edgardo Madrid	432-349-7734		aaron@edgardomadrid.com
	Edgardo J. Madrid	Edgardo Madrid	432-923-2677		edgardom@edgardomadrid.com
	Edgardo Madrid	Edgardo Madrid & Assoc.	432 940-9683		edgardo@edgardomadrid.com
	Saul Natera	Natera Excavation, LLC	(432)634-2582		Saul@nateraexcavation.com
	Everardo Rodriguez	Natera Excavation	432 6343989		everardo@nateraexcavation.com
	Mirna Granados	City of Midland			mgranados@midlandtexas.gov

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

CHRISTOPHER LANCE ADAMS

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS D WATER OPERATOR

License Number: **WO0046458**
Issue Date: **08/25/2023**
Expiration Date: **08/24/2026**

Interim Executive Director
Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

TYLER MARC ADAMS

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS D WASTEWATER TREATMENT OPERATOR

License Number: **WW0073693**
Issue Date: **09/01/2023**
Expiration Date: **09/01/2026**

Interim Executive Director
Texas Commission on Environmental Quality

Notice of Delegated Authority

The City Council of the City of Midland has delegated to the City Manager, Deputy City Manager, Assistant City Managers, Director of Engineering Services, Director of Utilities, and Director of Capital Improvement Projects the Council's authority to determine the method of purchase that provides the best value for the City for procurements related to capital improvement projects. This delegated authority is limited to procurements related to capital improvement projects and does not apply to procurements of professional services or to procurements for which such delegation is prohibited by law.

City Council Meeting

Item Number: 12.
Meeting Date: December 16, 2025
To: City Council
From: Gorgees Eskander, Chief Information Officer
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, THE CITY OF ODESSA, TEXAS, MIDLAND COUNTY, TEXAS, AND ECTOR COUNTY, TEXAS, FOR THE ESTABLISHMENT OF THE PERMIAN BASIN INTEROPERABLE RADIO COMMUNICATIONS SYSTEM

Purpose:
CONSIDER A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE EXISTING INTERLOCAL AGREEMENT (ILA) ESTABLISHING THE PERMIAN BASIN INTEROPERABLE RADIO COMMUNICATIONS (PBIRC) SYSTEM. THE AMENDMENT ADDS A FINANCIAL COST-SHARING STRUCTURE FOR THE MOTOROLA CIRRUSCENTRAL MONITORING SERVICE, WHICH PROVIDES REGIONAL RADIO SYSTEM MONITORING AND OPERATIONAL OVERSIGHT ACROSS ALL PARTICIPATING JURISDICTIONS.

Recommended Action:
APPROVE

Fiscal Impact:
THE AGREEMENT TERM IS FIVE YEARS, WITH AN ANNUAL COST OF APPROXIMATELY $40,000, AND EACH ENTITY CONTRIBUTES 25%. MIDLAND WILL PAY THE FULL INVOICE AND SUBSEQUENTLY BILL THE REMAINING PARTIES $10,000 EACH, PAYABLE WITHIN 30 DAYS.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
THE ORIGINAL INTERLOCAL AGREEMENT, EXECUTED ON APRIL 9, 2024, CREATED THE PBIRC SYSTEM AND THE PERMIAN BASIN RADIO COMMUNICATIONS COMMITTEE (PBRCC) TO OVERSEE INTEROPERABILITY EFFORTS. UNDER THE ORIGINAL AGREEMENT, EACH ENTITY WAS RESPONSIBLE FOR ITS OWN COSTS UNLESS OTHERWISE AGREED.

AS THE RADIO SYSTEM HAS EXPANDED ACROSS JURISDICTIONS, ALL FOUR ENTITIES, MIDLAND, ODESSA, MIDLAND COUNTY, AND ECTOR COUNTY IDENTIFIED

THE NEED FOR UNIFIED MONITORING SOFTWARE TO ENSURE EFFICIENT OPERATIONS, RAPID TROUBLESHOOTING, AND ENHANCED RELIABILITY. THE PBRCC RECOMMENDED ACQUIRING THE MOTOROLA CIRRUSCENTRAL MONITORING SERVICE TO PROVIDE REAL-TIME ALERTS, SYSTEM DIAGNOSTICS, AND VISIBILITY ACROSS THE REGIONAL NETWORK.

Attachments:

A. memo - PBIRC-PBRCC_ILA Amendment-1
B. RESOLUTION - Amendment to Interoperable Radio Interlocal Agreement Reso
C. AGREEMENT - Interoperable Radio Agreement Amendment

Gorgees Eskander, IT	Created/Initiated - 11/25/2025
Gorgees Eskander, IT	Approved - 11/25/2025
Christy Weakland, City Secretary	Approved - 11/26/2025
Linda Ochoa, City Secretary	Approved - 11/26/2025
Christy Weakland, Finance	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/8/2025
Jose Ortiz, City Manager	Approved - 12/9/2025
Morris Williams, City Manager	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

City Council Agenda Item

MEETING DATE: **12/16/2025**

TO: Tommy Gonzalez, City Manager

FROM: Gorgees Eskander, Chief Information Officer

SUBJECT: Consider a resolution authorizing the City Manager to execute an Amendment to the existing Interlocal Agreement (ILA) establishing the Permian Basin Interoperable Radio Communications (PBIRC) system, adding a regional cost-sharing structure for the Motorola CirrusCentral Monitoring Service.

Purpose:
Consider a resolution authorizing the City Manager to execute an Amendment to the existing Interlocal Agreement (ILA) establishing the Permian Basin Interoperable Radio Communications (PBIRC) system. The amendment adds a financial cost-sharing structure for the Motorola CirrusCentral Monitoring Service, which provides regional radio system monitoring and operational oversight across all participating jurisdictions.

Discussion:
The original Interlocal Agreement, executed on April 9, 2024, created the PBIRC system and the Permian Basin Radio Communications Committee (PBRCC) to oversee interoperability efforts. Under the original agreement, each entity was responsible for its own costs unless otherwise agreed.

As the radio system has expanded across jurisdictions, all four entities, Midland, Odessa, Midland County, and Ector County identified the need for unified monitoring software to ensure efficient operations, rapid troubleshooting, and enhanced reliability. The PBRCC recommended acquiring the Motorola CirrusCentral Monitoring Service to provide real-time alerts, system diagnostics, and visibility across the regional network.

The attached amendment designates Midland as the purchasing entity for the Cirrus Service and establishes a four-way cost-sharing model. The agreement term is five years, with an annual cost of approximately $40,000, and each entity contributes 25%. Midland will pay the full invoice and subsequently bill the remaining parties $10,000 each, payable within 30 days. All parties must mutually agree to any renewal or termination of the service.

This amendment strengthens long-term system reliability and ensures that all jurisdictions benefit equally from shared monitoring capabilities, supporting regional public safety communications and operational readiness.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, THE CITY OF ODESSA, TEXAS, MIDLAND COUNTY, TEXAS, AND ECTOR COUNTY, TEXAS, FOR THE ESTABLISHMENT OF THE PERMIAN BASIN INTEROPERABLE RADIO COMMUNICATIONS SYSTEM

WHEREAS, the City of Midland, Texas, the City of Odessa, Texas, Midland County, Texas, and Ector County, Texas (collectively the "Parties") entered into that certain Interlocal Agreement (the "Agreement") effective as of April 9, 2024, for the purpose of establishing and collectively maintaining the Permian Basin Interoperable Radio Communications System (the "System") and to establish the Permian Basin Radio Communications Committee; and

WHEREAS, the Parties subsequently identified a need for unified monitoring software to ensure efficient operations, rapid troubleshooting, and enhanced reliability of the System; and

WHEREAS, the Parties desire to amend the Agreement to provide for the Parties' equal sharing of the costs associated with acquiring and retaining said software (the "Software Costs"); and

WHEREAS, the City Council finds it to be in the public interest to execute an amendment to the Agreement to provide for the Parties' equal sharing of the Software Costs;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

THAT the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, an amendment to the Agreement to provide for Parties' equal sharing of the Software Costs. Said amendment to be kept on file in the office of the City Secretary and referenced by the date and number of this 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., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Gorgees Eskander, Chief Information Officer

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, THE CITY OF ODESSA, TEXAS, MIDLAND COUNTY, TEXAS, AND ECTOR COUNTY, TEXAS

THIS AMENDMENT is made effective this __ day of _____, 2025, by and between the **CITY OF MIDLAND, TEXAS** ("***Midland***"), a home-rule municipal corporation, the **CITY OF ODESSA, TEXAS** ("***Odessa***"), a home-rule municipal corporation, **MIDLAND COUNTY, TEXAS** ("***Midland County***"), a body corporate and politic under the laws of the State of Texas, and the **ECTOR COUNTY, TEXAS** ("***Ector County***"), a body corporate and politic under the laws of the State of Texas. Midland, Odessa, Midland County, and Ector County are each referred to herein as a "*Party*" and collectively as the "*Parties*."

WHEREAS, the Parties entered into that certain interlocal agreement made effective April 9, 2024 (the "Agreement"), for the for the purpose of establishing and collectively maintaining a Permian Basin Interoperable Radio Communications ("PBIRC") system and to establish a Permian Basin Radio Communications Committee ("PBRCC"); and

WHEREAS, the Agreement has been in full force and effect since its effective date and has not been allowed to lapse; and

WHEREAS, the Parties desire to make certain amendments to the Agreement as set forth below;

W I T N E S S E T H:

For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

a. Section IV. of the Agreement is hereby amended to read in its entirety as follows:

> Each Party shall bear its own costs and expenses in fulfilling its responsibilities under this Agreement, unless otherwise agreed to in writing by all Parties.
>
> Notwithstanding any of the above, the Parties hereby agree that Midland shall serve as the purchaser for a CirrusCentral Monitoring subsystem (the "Cirrus Service") and that Odessa, Midland County, and Ector County shall each reimburse Midland in an amount equal to twenty-five percent (25%) of the costs incurred by Midland in procuring Cirrus Service. From time to time during the term of this Agreement, Midland shall submit invoices to the other Parties for reimbursement pursuant to this Section. Odessa, Midland County, and Ector County shall issue payment to Midland within thirty (30) days of receiving a complete and correct invoice in a form to be mutually agreed upon by the Parties. Further, the Parties agree that any and all renewals or terminations of the Cirrus Service must be agreed to by all Parties prior to such renewal or termination becoming effective.

b. The Agreement, inclusive of this Amendment, is hereby ratified and affirmed by the Parties, and the Agreement shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

IN WITNESS WHEREOF, Midland, Odessa, Midland County, and Ector County have executed this Amendment of Interlocal Agreement as of the date first above written.

EFFECTIVE DATE: The _____ day of _____, 20_____.

CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez
City Manager

CITY OF ODESSA, TEXAS

By:_____
Aaron Smith
City Manager

MIDLAND COUNTY, TEXAS

By:_____
Terry Johnson
County Judge

ECTOR COUNTY, TEXAS

By:_____
Dustin Fawcett
County Judge

City Council Meeting

Item Number: 13.
Meeting Date: December 16, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC., FOR A FIVE-YEAR MOTOROLA CIRRUS CENTRAL MONITORING SOFTWARE SUBSCRIPTION THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES FOR A COST OF $200,000.00; AND AUTHORIZING PAYMENT

Purpose:
Resolution approving the purchase of Motorola CirrusCentral Monitoring Software from Motorola Solutions, Inc. for a 5-year subscription for a total cost of $200,000.00.

Recommended Action:
Approve

Fiscal Impact:
Funding for Midland's annual share is available in Tech Fund (770).

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Staff is recommending the purchase of a Motorola Cirrus Central Monitoring Software, which will improve real-time oversight, reliability, and interoperability of the regional Permian Basin Interoperable Radio Communications (PBIRC) radio system. The five-year, $200,000.00 subscription will be shared equally among the City of Midland, City of Odessa, Midland County, and Ector County under the updated Interlocal Agreement. The total cost for the 5-year subscription is $200,000.00, billed at $40,000.00 per year. Under the recently approved Amendment to the Interlocal Agreement, Midland will pay the annual invoice, and each partner agency will reimburse the City $10,000.00 per year, representing a four-way cost-sharing model (25% each). Please see the attached memo from Gorgees Eskander, Chief Information Officer, for additional details.

Therefore, please consider a resolution authorizing the purchase of Motorola CirrusCentral Monitoring Software from Motorola Solutions, Inc. for a 5-year subscription for a total cost of $200,000.00.

Attachments:

A. memo - Motorola CirrusCentral
B. RESOLUTION - DIR - Motorola CirrusCentral Monitoring Software Reso
C. 26001907 Motorola CirrusCentral

Erika Munoz, General Services	Created/Initiated - 12/4/2025
Regina Stephenson, General Services	Approved - 12/4/2025
Christy Weakland, Finance	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/5/2025
Jose Ortiz, City Manager	Approved - 12/5/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

City Council Agenda Item

MEETING DATE: **12/16/2025**

TO: Erika Munoz, Assistant General Services Director

FROM: Gorgees Eskander, Chief Information Officer

SUBJECT: Consider a resolution approving the purchase of Motorola CirrusCentral Monitoring Software for a total cost of $200,000 for a 5-year subscription from Motorola Solutions, Inc. via DIR-CPO-5433

Purpose:
Consider a resolution approving the purchase of Motorola's CirrusCentral Monitoring Software to support regional radio interoperability and system monitoring for the Permian Basin Interoperable Radio Communications (PBIRC) system.

Discussion:
This item accompanies the Amendment to the Interlocal Agreement (ILA) on the same agenda, which establishes a shared cost-reimbursement structure between the City of Midland, City of Odessa, Midland County, and Ector County for the CirrusCentral Monitoring Software.

The City of Midland, in partnership with the City of Odessa, Midland County, and Ector County, is implementing Motorola's CirrusCentral Monitoring Software to provide real-time diagnostics, alerts, and operational oversight of the regional radio network. The software enhances system reliability, improves troubleshooting efficiency, and strengthens public safety communications across all participating jurisdictions.

The total cost for the 5-year subscription is $200,000, billed at $40,000 per year. Under the recently approved Amendment to the Interlocal Agreement, Midland will pay the annual invoice, and each partner agency will reimburse the City $10,000 per year, representing a four-way cost-sharing model (25% each).

This purchase ensures the PBIRC system remains reliable, monitored, and supported as radio operations expand across the region.

Funding for Midland's annual share is available in Tech Fund (770).

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC., FOR A FIVE-YEAR MOTOROLA CIRRUS CENTRAL MONITORING SOFTWARE SUBSCRIPTION THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES FOR A COST OF $200,000.00; AND AUTHORIZING PAYMENT

WHEREAS, the Texas Department of Information Resources ("DIR") is a cooperative program in which the City participates on purchases; and

WHEREAS, the City of Midland, in partnership with Midland County, the City of Odessa, and Ector County operates the Permian Basin Interoperable Radio Communications ("PBIRC") system; and

WHEREAS, implementation of Motorola's CirrusCentral Monitoring Software will support regional radio interoperability and system monitoring for the PBIRC system; and

WHEREAS, Motorola Solutions, Inc., has agreed to provide a five-year Motorola Cirrus Central Monitoring Software subscription for a cost of $200,000.00; and

WHEREAS, Midland County, the City of Odessa, and Ector County have agreed to reimburse the City of Midland for an equal share of the cost for the five-year Motorola Cirrus Central Monitoring Software subscription; and

WHEREAS, the City Council finds the price proposed for the five-year Motorola Cirrus Central Monitoring Software subscription through the DIR to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to execute and agreement with Motorola Solutions, Inc., for a five-year Motorola Cirrus Central Monitoring Software subscription through the DIR;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, an

agreement with Motorola Solutions, Inc. for a five-year Motorola Cirrus Central Monitoring Software subscription through the DIR. Said agreement to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That funding shall be available in the Tech Fund.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Motorola Solutions, Inc., from funds available in the Tech Fund upon receipt of proper invoices or statements approved by the 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., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____

Nicholas Toulet, City Attorney

CITY OF MIDLAND
SERVICE CONTRACT
#26001907

THIS CONTRACT, effective this 17th day of December 2025, by and between the City of Midland, hereinafter referred to as the "CITY" and Motorola Solutions, Inc., hereinafter referred to as the "COMPANY".

Projected Cost: $200,000.00

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, Specifications, Exhibit “A” and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

5. CITY shall have the right to withhold payment for:

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

6. The term of this Contract shall commence on December 16, 2026 and continue as described in Exhibit "A". Following the completion of the five (5) years of maintenance and service as described in Exhibit "A", this Contract shall auto-renew annually as described in Exhibit "A" unless CITY or COMPANY notifies the other in writing of its intention to discontinue this Contract.

7. Prices for the extension of this Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of this Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

8. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

9. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

10. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:

(If mailed) P. O. Box 1152
Midland, Texas 79702

(If hand delivered) 300 North Loraine
Suite 220
Midland, Texas 79701

To COMPANY: Motorola Solutions, Inc.
415 E Exchange Pkwy
Allen, TX 75002

The above addresses may be changed at any time by providing written notice to the other party.

11. **GOVERNING LAW AND VENUE:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this 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.

12. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

13. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

14. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

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. **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.

17. **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 of such damages, duly verified. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of

COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

18. **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.

19. **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.

20. **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.

21. **CLEAN UP:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to this 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 this 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.

22. **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 system acceptance or beneficial use, whichever occurs first. CITY shall give notice of observed defects with reasonable promptness.

23. **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.

24. **INSURANCE**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Worker's Compensation:	Statutory limits

Employers' Liability: $500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per policy aggregate, including completed operations, and shall be on an occurrence basis.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Worker's Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of CITY of Midland and policies that include CITY of Midland as an additional insured on a claims occurred basis (except workers compensation).

The parties agree that, prior to the execution of this 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.

25. **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.

26. To the extent that Sections 2271.002, 2274.002 and 2276.002 of the Texas Government Code

(collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

27. **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.

28. **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 this contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

29. **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 the DIR-TSO-5433 Contract.

30. To the extent is applicable to the services rendered, Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, City Attorney

COMPANY: Motorola Solutions, Inc.

By: _____

Name:_____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared, _____, an officer of Motorola Solutions, 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 _____, 2025.

_____
Notary Public, State of _____

11/21/2025

MIDLAND, CITY OF
P O BOX 1152
MIDLAND, TX 79701

Dear Andrew Clifton,

Motorola Solutions, Inc. (Motorola) is pleased to present the City of Midland with this quote for quality communications equipment and services. We have developed this quote with the requirements you provided us and propose the solution further described in the attached document to fulfill your communications needs.

Our goal is to provide the City of Midland with the best products and services available in the communications industry. Please direct any questions to lance.hasbrouck@motorolasolutions.com.

Motorola offers CirrusCentral Management Advanced at a discount to customers with an active multiyear SUA.

The purpose of this quote is to modify the existing or new SUA or Service Agreement to include Motorola's CirrusCentral Management Advanced (together with the terms and conditions enclosed in this quote).

This quote is subject to the terms and conditions of the Texas DIR-CPO-5433 contract, together with its Exhibits and applicable Addenda. The City of Midland may accept the quote by delivering to Motorola a purchase order or Notice to Proceed (NTP) referencing this quote and the Texas DIR-CPO-5433 contract. If issuing an NTP, please contact Lance Hasbrouck for additional information.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Lance Hasbrouck

Billing Address:
MIDLAND, CITY OF
P O BOX 1152
MIDLAND, TX 79701
US

Quote Date:10/07/2025
Expiration Date:12/19/2025
Quote Created By:
Lance Hasbrouck
lance.hasbrouck@motorolasolutions.com
512-585-3959

End Customer:
MIDLAND, CITY OF
Andrew Clifton

Contract: 39000 - DIR-CPO-5433
AGREEMENT: STATE OF TEXAS

Line #	Item Number	APC	Description	Qty	Term	Ext. Sale Price
	CirrusCentral Subscriptions					
1	SSV01S01934A	0360	CIRRUS 1 YR HIST DATA STG	1	1 YEAR	$0.00
2	SSV01P02987A	0360	CIRRUSCENTRAL MGMT ADV SUA PROMO	1	5 YEAR	$200,000.00

Grand Total $200,000.00(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

	Payment Term	Upfront Sale Price
Upfront Costs*		
		$0.00
Upfront Subscription Fee		
CirrusCentral Subscriptions	Annually	$40,000.00
Sub Total:		**$40,000.00**

	Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee			
CirrusCentral Subscriptions	Annually	$40,000.00	$40,000.00
Year 3 Subscription Fee			
CirrusCentral Subscriptions	Annually	$40,000.00	$40,000.00
Year 4 Subscription Fee			
CirrusCentral Subscriptions	Annually	$40,000.00	$40,000.00
Year 5 Subscription Fee			
CirrusCentral Subscriptions	Annually	$40,000.00	$40,000.00
Sub Total:			**$160,000.00**
Grand Total System Price (Inclusive of Upfront and Annual Costs)			**$200,000.00**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

CirrusCentral Management Solution Description

Overview

CirrusCentral Management is a cloud-based solution that complements and strengthens the system management suite for an ASTRO 25 system. CirrusCentral's modern interface improves response time by providing a more efficient way to monitor, troubleshoot, and optimize public safety communications. CirrusCentral requires minimal hardware and is simple to deploy and keep up-to-date via remote software updates and security patching.

CUSTOMER REQUIREMENTS



CUSTOMER REQUIREMENTS

CIRRUSCENTRAL MANAGEMENT

ORGANIZATION TYPES

- Within US borders only
- State, local and commercial (non-federal)

SYSTEM REQUIREMENTS

- ASTRO trunking
- ASTRO release currently under support
- Single-zone & Multi-zone
- Up to 250 site systems
- Security Upgrade Services (SUS)
- Non-DSR*

* For DSR systems, CirrusCentral Management is supported on the primary core. Customers will need to use their legacy ASTRO suite for monitoring when operating on the backup DSR core.

BETTER INSIGHTS, BETTER DECISIONS

CirrusCentral Management provides benefits for all user types, from a system manager who wants to dig into their system's performance details, to an E911 director who wants to see the system performance at a high level. These benefits center on a single dashboard that provides access to all the reporting tools and detailed trends an ASTRO 25 system administrator needs for efficient management.

The live dashboard offers a full overview of system health and performance. It also can display specific points of interest with minimal input from administrators. Reporting capabilities help system managers assess the performance of their network. This helps identify anomalies and determine the need for system configuration changes or expansions.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



CirrusCentral Dashboard Overview

CirrusCentral provides better insights into operations and system health with the following features:

- **System Health Dashboard**

- View system health metrics and at-a-glance status of voice, data, links, and network services from the dashboard. This helps identify issues and improve system restore times.

- **Performance Trends**

- A dynamic view of call traffic on the network with an indication of business and number of affiliations.

- **Anomaly Detection**

- Analyze patterns of normal system activities to detect anomalies in real-time. Users receive immediate alerts and feedback on how to resolve issues.

OPERATE AND TROUBLESHOOT EFFICIENTLY

CirrusCentral Management's interface offers more information at a glance to help system managers troubleshoot and resolve events on-site or remotely. This cloud-based view improves the ASTRO 25 Fault Management suite with time-saving features and deeper diagnostic visibility. CirrusCentral Management delivers the following:

- **Topology Drill Down**

- Navigate your system tree and view device details in a topology drill-down menu. This view shows fault data and devices with reported issues.

- **Always Up-to-Date**

- Receive rapid feature delivery and access to the latest software and security releases from the cloud.

- **Provisioning**

- Search for radios and edit them within the application.

- **Diagnostic Commands**

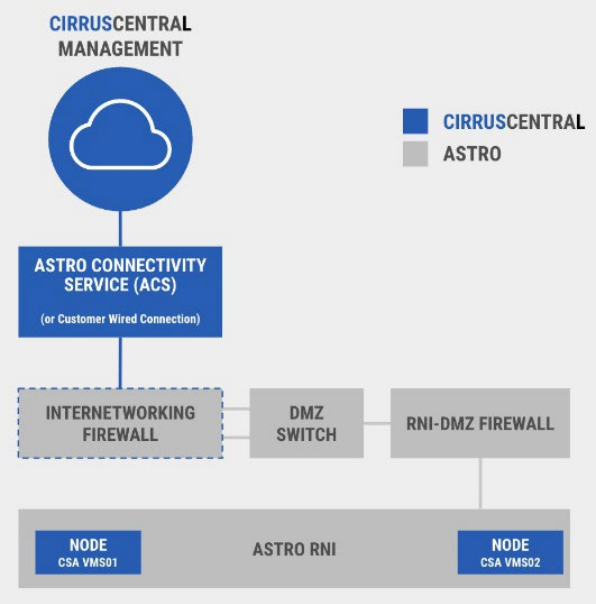
- Perform remote diagnostics, verify device status, change device state, and reset devices remotely.

- To view more features and capabilities, please follow this link to visit the CirrusCentral Management website.

ACCESS

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

CirrusCentral Management provides system managers with secure, web-based access to Configuration, Provisioning, Fault, and Performance management from anywhere on the Internet. This enables personnel to employ critical tools and deal with emergencies from fixed or mobile locations. Cirrus Central Management requires transport connectivity to the ASTRO 25 RNI through the RNI DMZ. An additional firewall, i.e., Internetworking firewalls, is required to enable an Internet connection from ASTRO 25 RNI to Cirrus Central Management. Users securely log in via Chrome browser and Safari browser using Multi-Factor Authentication.



CIRRUSCENTRAL MANAGEMENT COMPONENTS

The CirrusCentral subscription includes all hardware and software required to enable systems to be released on a standard supported system. An interface to Cirrus Cloud is required, is the customer's choice, and is not part of this quote.

CirrusCentral Node

- CirrusCentral Node is an Edge Application deployed on the ASTRO Core CSA Server (starting with ASTRO 25 System Release 2022.1).
- Motorola Solutions Hardened Redhat OS.
- Proxy for UEM, ATIA, and Provisioning data.

Access to the Cirrus Cloud

- Microsoft Azure is built for Public Safety and Government solutions.
- US-based Data Centers.

KEY FEATURES OF CIRRUSCENTRAL MANAGEMENT

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

CirrusCentral Management

- Two bundles Basic & Advanced
- Discounted annual pricing for Advanced package with maintaining an active SUA
- No SUA discount for Basic package
- 60 day free Advanced Trial with Basic
- Max of 5 year subscription (**YOY escalator for years > 1 required to pricing shown in matrix)
- Customer Eligibility:
  - US based (non Fed) customers / ASTRO release 2022.1 or newer / trunking / <250 sites / Security Upgrade Services (SUS) / Non DSR Zones/Cores (For DSR systems, no visibility to backup core therefore CCM is only supported on the primary core). DSR Cirrus Monitoring (SR 2024.1future availability)
  - Cloud connection is required (Microsoft Azure) per Zone/Core - Astro Connectivity Service ACS (optional) or customer provided wire connection. Not included in the Cirrus pricing.
- Pricing and bundle packages subject to change and valid for 60 days from the date of customer quote

*Note: Historical Data Storage for ADVANCED package provides up to 5yrs for Availability, System Utilization, Cloned Radios, and Billing. Fault History up to 2 yrs. Radio & call activity and communication issues up to 3 months.

MOTOROLA SOLUTIONS CONFIDENTIAL RESTRICTED

	BASIC **$40K / year	ADVANCED **$90K / year without Active SUA **$55K / year with Active SUA
User Accounts	5 accounts	Unlimited
Zones / Cores (DSR counts as a zone/core)	1 zone/ core included $5K / additional per zone / per year	2 zones / cores included $5K / additional per zone / per year
Site Monitoring (trunking RF, including subsites)	10 sites $1K / additional site / year	20 sites $1K / additional site / year
Historical Data Storage for Reports*		✔
Installation & Configuration	✔ (SUA Customers)	✔ (SUA Customers)
Better Insights Features		
System Health Dashboard	✔	✔
System Performance Trends	✔	✔
Site Load View		✔
Reporting (i.e cloned radios, system utilization, PTT/Call metrics, system availability, busies/rejects, fault history, +more)		✔
Call Monitoring		✔
Anomaly Detection		✔
DSR Cirrus Monitoring (SR 2024.1 future availability)		✔ (SR 2024.1future availability)
Simple Operations Features		
System Topology Drill Down	✔	✔
Diagnostic Commands	✔	✔
Alarm & Event Lists	✔	✔
Provisioning	✔	✔
Agency Partitioning	✔	✔
Alarm Aggregation		✔
Radio Inhibit + Last Used Radio Activity Date		✔
Easy Access Features		
Secure, Single Sign-On	✔	✔
Email & SMS Fault Notifications		✔ (5 users max)

Please click here to learn more about CirrusCentral Management

HISTORICAL DATA STORAGE

The ADVANCED package provides Historical Data Storage for up to 5 years for Availability, System Utilization, Cloned Radios, and Billing. Fault History is up to 2 years, and radio and call activity and communication issues are up to 3 months.

PROPOSED PACKAGE

The proposed CirrusCentral Management subscription is budget-friendly. This annual subscription also includes security patching updates for CirrusCentral hardware and software bug fixes to keep your system management suite up-to-date and secure. The introduction of the annual subscription covers security central patching for CirrusCentral components. It is a requirement that the Security Upgrade Services (SUS) or Remote Security Upgrade Services (RSUS) are purchased for the rest of the system.

CirrusCentral's cloud-based architecture provides the following capabilities:

- **Single Secure Sign-on**

- Access all your system management tools with a secure, two-factor authentication single sign-on.

- **Scalable Access**

- Give more users access and visibility. CirrusCentral grows and adapts alongside operations without the need for additional hardware.

- **Mobile View**

- Access CirrusCentral capabilities from anywhere in the field via personal devices such as Smartphones and Tablets.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



Users securely log in via Chrome browser and Safari browser using Multi-Factor Authentication.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

CIRRUSCENTRAL MANAGEMENT STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions and the Customer during a CirrusCentral Management deployment. The deployment process is a collaborative effort between the Customer's system administrators, subject matter experts, and the Motorola Solutions deployment team. Deployments involve the following steps:

Step	Description
Project Initiation	Formal project kickoff and planning session.
ASTRO 25 Preparation	Ensure the ASTRO 25 system has the correct version and components.
CirrusCentral Account Setup	Configuration of account on the cloud platform.
License Entitlements	Provide users with ASTRO 25 Provisioning Manager and Northbound interface entitlements.
System Configuration	Configure hardware for CirrusCentral Management.
Demonstration	Demonstrate CirrusCentral Management operation.
Project Finalization	Outline support channels and software delivery schedule.

These project steps are logical groupings of related activities required to complete the project. Each step includes tasks and deliverables that both Motorola Solutions and the Customer are responsible for completing. The SOW describes these in detail.

Motorola Solutions' project manager will use the SOW to guide the deployment process and coordinate the activities of all Motorola Solutions resources and teams. The project manager will also work closely with the Customer's project manager to clearly communicate the required deployment activities and schedule tasks involving Customer Resources.

PROJECT ROLES

Motorola Solutions Project Manager – This person acts as the single point of contact with the Customer Project Manager and is responsible for scheduling and coordinating Motorola Solutions resources and task completion. The Motorola Solutions Project Manager assures the delivery of contracted components in accordance with the project schedule and is

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

responsible for the transition of the Customer to Motorola Solutions Customer Support post-deployment.

Motorola Solutions ASTRO 25 System Technologist – Installs and configures the ASTRO 25 software components of the system. They also configure ASTRO 25 network components to provide connectivity to the cloud platform.

Motorola Solutions Support Organization – Provides varying levels of service, up to and including technical support services. Following project finalization, ongoing service will be provided by Motorola Solutions Support in accordance with the Customer support plan.

Customer Project Manager – Schedules and coordinates Customer/agency resources and task completion. The Customer Project Manager works collaboratively with the Motorola Solutions PM to ensure the completion of Customer tasks in accordance with the project schedule.

Customer Network Administrator – This person assists with firewall configuration and provides system access to the ASTRO 25 Field Engineer. Additionally, they will work with the ASTRO 25 Field Engineer to provide and verify network connectivity between the ASTRO 25 system and the cloud platform.

PROJECT DOCUMENTATION

The following documents are delivered during the deployment process. Some are standard product documentation, and others are project-specific and produced during the project.

Product Training Documentation

CommandCentral Admin Guide – Explains how to create users in the CirrusCentral portal.

Product Tutorial Videos – Shows the features and capabilities of CirrusCentral Management.

Frequently Asked Questions Document – Provides a list of frequently asked questions about CirrusCentral Management.

Project Documentation

CirrusCentral Configuration Document describes the CirrusCentral Management configuration, including:

- System Onboarding in the Cloud.
- CirrusCentral Node Preparation.
- CirrusCentral Node Installation.
- ASTRO 25 Configurations.
- CirrusCentral Node Configuration Updates.

The CirrusCentral Configuration document provides a guide for successfully connecting the ASTRO 25 network to the CirrusCentral cloud platform.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

INITIATION

Project initiation occurs after procurement of CirrusCentral deployment services and notice to proceed is received. During this phase, the Motorola Solutions and Customer project managers are assigned, their teams are assembled, and a working relationship is established. The managers jointly review the project plan, deliverables, and schedule. Each manager coordinates preparatory tasks that serve as a foundation for specific deployment activities.

Motorola Solutions Responsibilities

- Schedule a kick-off call between Customer and Motorola Solutions project managers.
- Establish a communications plan.
- Review project work plan, schedule, and resources.
- Provide standard product collateral, including: Command Central Admin Guide, Video Tutorials, Feature documentation, and Online Help Documents.

Customer Responsibilities

- The Customer project manager identifies the subject matter experts, and network administrators who will participate in the project and complete Customer tasks.
- Review the Solution Description and prerequisites with the customer project team. Assure that all required components are in place or initiate procurement.
- Schedule personnel time to participate in the deployment process.

Completion Criteria

Complete when Motorola Solutions and Customer project teams are identified, and deployment tasks are assigned and scheduled.

DATA COLLECTION AND PLANNING SESSION

Motorola Solutions will conduct a working session with the Customer's System Administrators and agency user representatives to provide an overview of CirrusCentral Management operations and collect provisioning data. Depending on the project, this activity will be performed either remotely or in person. CirrusCentral enablement applies to all shared / connected agencies within a Zone Core.

Motorola Solutions Responsibilities

- Motorola Project Manager and System Technologist will conduct a one-hour planning session with the Customer's System Management representatives who will be using CirrusCentral Management.
- Review CirrusCentral Management functionality and configuration options.
- Document system configuration and users.

Customer Responsibilities

- Coordinate with Motorola Project Manager on time for a planning session.
- Provide user information for provisioning.
- Notify and coordinate with connected agencies for acceptance and enablement of CirrusCentral Management.

Completion Criteria

Planning sessions completed. User information and configuration documented.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

CUSTOMER ADMINISTRATOR ACCOUNT SETUP

The Customer must be provisioned within the Cloud Platform using the CommandCentral Admin tool.

Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to establish the Customer within the cloud platform. This activity will be initiated during the order process.

Customer Responsibilities

- Identify System Administrator(s).

Completion Criteria

The Customer is provisioned in the CommandCentral Admin tool.

ASTRO 25 INFRASTRUCTURE PREPARATION

Operation of CirrusCentral Management requires a minimum ASTRO 25 infrastructure software version and specific hardware components. These elements are not included with CirrusCentral Management and must be in place prior to deployment. CirrusCentral Management requires the following ASTRO 25 infrastructure version and equipment:

- Minimum ASTRO 25 System Release of 2022.1 and thereafter… ASTRO 25 Release under Standard Support per Motorola's Software Support Policy.
- Northbound Interface and Provisioning Manager Interface licenses.
- DMZ Firewall.
- Internetworking Firewall (if one is not already deployed)
- Confirmed ASTRO Connectivity Service (ACS) or customer-supplied wireline connection.
- Customer-supplied wireline connection requirement is 10Mbps. However, depending on the system release and/or feature set, the requirement may increase.
- The introduction of the annual subscription covers security central patching for CirrusCentral components. It is a requirement that the Security Upgrade Services (SUS) or Remote Security Upgrade Services (RSUS) are purchased for the rest of the system.

Motorola Solutions Responsibilities

- Review the current ASTRO 25 system and document the availability and configuration of the components required for CirrusCentral Management deployment.
- Identify any software upgrades or additional equipment required to support CirrusCentral Management.
- The quote provided includes the necessary software and hardware for the CirrusCentral Management (CCM) package quoted. MSI has only included additional hardware or software required for CCM as needed.

Customer Responsibilities

- Procure and implement the ASTRO 25 infrastructure upgrades required for CirrusCentral Management operation (if any).

Completion Criteria

The customer's ASTRO 25 infrastructure is operational with the required software version and equipment required for CirrusCentral Management deployment.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

ASTRO 25 SYSTEM CONFIGURATION

CirrusCentral Management-specific hardware components and network configurations must be added to the ASTRO 25 System. A Motorola Solutions System Technologist will install and configure these items, which should take no more than four hours on-site.

Motorola Solutions Responsibilities

- Prepare CirrusCentral Connectors on Node or CSA Core Server prior to installation.
- Install Hardware (rack mount server) on ASTRO 25 Customer Enterprise Network (CEN).
- Configure ASTRO 25 components to allow access to CirrusCentral hardware.
- Configure firewalls.
- Create a CirrusCentral user admin account.
- Upload Provisioning Manager Interface (PMI) and North Bound Interface (NBI) Licenses to ASTRO 25 License Manager.
- Configure Provisioning Manager.
- Configure Northbound Interface (NBI).

Customer Responsibilities

- Coordinate and schedule hardware installation to minimize the impact on production operations.
- Load Northbound Interface and Provisioning Manager interface entitlements to the Customer's system.
- Provide a rack location (1RU) and power for where the Internetworking Firewall can reside at the Customer's master site.
- Network Administrator to provide access to the DMZ firewall for configuration

Completion Criteria

The Customer's ASTRO 25 infrastructure is operational with the required software versions and configured to support CirrusCentral Management operation.

OPERATIONAL DEMONSTRATION

After solution deployment, Motorola Solutions will provide an operational demonstration as part of an acceptance test plan to the Customer project manager and system administrator.

Motorola Solutions Responsibilities

- Demonstrate CirrusCentral Management operation.

Customer Responsibilities

- Participate in the CirrusCentral Management demonstration.

Completion Criteria

Complete after successful demonstration of CirrusCentral Management operation. Both parties sign off on the Acceptance Test Plan (ATP).

CIRRUSCENTRAL MANAGEMENT TRAINING

CirrusCentral Management video tutorials will be available to the Customer via the CirrusCentral portal.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions Responsibilities

- Provide the Customer access to all training videos for CirrusCentral Management.
- Provide the Customer with frequently asked questions as a help guide.

Customer Responsibilities

- All resources who will be using CirrusCentral Management will review training materials.

Completion Criteria

Motorola Solutions has provided training collateral to the Customer, and the Customer has reviewed the material.

PROJECT FINALIZATION AND HANDOVER TO SUPPORT

Finalization is the process of confirming that all project activities have been completed and that project documentation has been delivered. During this activity, Motorola Solutions will transition responsibility for CirrusCentral Management from the Project Manager to the Motorola Solutions support team. The Customer's Project Manager will transition support to the Customer System Manager(s).

Motorola Solutions Responsibilities

- Verify project deliverables have been received by the Customer's Project Manager.
- Confirm with the Customer that CirrusCentral Management is available for the Customer's beneficial use.

Customer Responsibilities

- Provide confirmation of receipt of project deliverables with the Motorola Solutions Project Manager.
- Participate in the handover teleconference. Assure that the System Administrator(s) understand the support process and have the correct contact information.

Completion Criteria

Project finalization is complete upon delivery of the final CirrusCentral Management Documentation and the conclusion of the teleconference.

CIRRUSCENTRAL MANAGEMENT SUBSCRIPTION AGREEMENTS

Motorola Solutions Responsibilities

- Provide secure authorized access to CirrusCentral Management via an identity management system to enable two-factor authentication.
- Provide Customers with the ability to provision CirrusCentral Management users. The quantity of user accounts is based on the Customer's subscription level (Basic or Advanced).
- Maintain, update, and monitor the CirrusCentral cloud platform.
- Provide technical support, security control, and service improvements related to CirrusCentral Management. Customer Data may be accessed by Motorola Solutions employees residing outside of the Customer's country for the sole purpose of providing such support.
- Provide, activate, and maintain the cloud connectivity service if being provided through Motorola Solutions.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Customer Responsibilities

- Order and maintain a CirrusCentral Management subscription under a Subscription Service Agreement.
- Work with Motorola Solutions to deploy all integrated hardware components of the solution within the Customer environment and maintain them in good working condition.
- Maintain all hardware on a supported version.
- Keep the ASTRO 25 system within a standard support period as described in Motorola Solutions' Software Support Policy ("SwSP").
- Establish and maintain internet connectivity between on-premise radio solutions and the CirrusCentral cloud platform.
- Subscription must be renewed prior to the termination of the existing Subscription Service Agreement, or Motorola Solutions must be notified at least 30 days in advance if electing not to renew the CirrusCentral subscription.

Exclusions

- Motorola Solutions support for Customer-provided connectivity to the cloud application.
- Non-CirrusCentral related infrastructure configuration changes, including software, security, and antivirus patches.
- Technical support of the CirrusCentral application service is limited to connecting the system to the CirrusCentral cloud. It does not include programming help or troubleshooting the network.
- Motorola Solutions' service levels may be reduced due to an ASTRO 25 core failure condition, which is most impactful for systems remotely Network Monitored by Motorola Solutions. Full network monitoring capabilities and SLAs will be restored upon restoration of the Customer's ASTRO 25 core to specified operating conditions.

CIRRUSCENTRAL MANAGEMENT SERVICE LEVEL AGREEMENTS

Motorola Solutions will make commercially reasonable efforts to provide monthly availability of 99.9% for CirrusCentral Management services with the exception of maintenance windows, cloud connectivity (ACS or Customer Supplied), telecommunication circuit availability/performance between Customer sites, and any on-premise core and/or between any on-premise equipment and the CirrusCentral cloud.
There are many factors beyond Motorola Solutions' control that may impact Motorola Solutions' ability to achieve this goal, including but not limited to a Force Majeure event.

For cloud-based elements, the following priority level definitions and response times apply. An initial Technical Response is defined as an acknowledgment to the Customer that an incident has occurred.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Description	Initial Technical Response Time
Critical P1	
Product or Software defect which gives rise to: • Greater than 25% loss of functionality attributed to cloud resources, excluding local device and ASTRO system connectivity issues. • Functional failures affecting more than 50% of devices.	1 hour 24/7
High P2	
Product or Software defect which gives rise to: • Greater than 5% loss of functionality attributed to cloud resources, excluding local device and ASTRO system connectivity issues. • Functional failures affecting more than 15% of devices.	4 hours 24/7
Medium P3	
Product or Software defect which gives rise to: • Between 1-5% loss of functionality attributed to cloud resources, excluding local device and ASTRO system connectivity issues. • Functional failures affecting LESS than 15% of devices.	24 hours 8 x 5 business hours
Low P4	
Items include: Documentation questions. General informational questions. Other Investigations not marked as a higher priority level.	7 business days
For issues deemed to be Critical P1, High P2, and Medium P3, the Customer will need to ensure contact is made with Motorola Solutions personnel via telephone. Communication via email, SMS or any web chat applications shall not be accepted as proof of notification given the delayed and non-guaranteed nature of the mode of communications. All emailed requests will be treated as Medium P3 incidents. The above Response Goals shall not be applicable during the occurrence of a Force Majeure event (e.g. acts of God, including earthquakes and floods).	

For all other issues, Motorola Solutions will respond to calls within two hours during the support days. Support hours are 7am to 7pm CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24/7) and a Motorola Solutions representative will log a technical request on Motorola Solutions Case Management System on the Customer's behalf.

If the CirrusCentral solution is integrated into an ASTRO 25 system that is serviced under a Premier contract, the Customer's Premier Contract SLAs apply.

For scheduled maintenance windows, the Customer will be notified via the CirrusCentral portal no later than 48 hours before a planned maintenance window.For new feature requests or enhancements, the Customer can submit feedback directly through the help section of the CirrusCentral portal.

Unless otherwise identified in this SOW, the Customer's existing ASTRO 25 Service Agreement (e.g. Essential, Advanced, Premier) will apply in regards to pre-existing ASTRO 25 Customer Support Plan (for services that are applicable to CirrusCentral Management package/capabilities in this quote).

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

This proposal is subject to the terms and conditions of the Texas DIR-CPO-5433 contract, together with its Exhibits, and applicable Addenda. This proposal shall remain valid for a period of 60 days from the date of the cover letter. Reeves County may accept the proposal by delivering to Motorola a signed purchase order that specifically references “PO is subject to the terms and conditions of Motorola’s proposal dated October 22, 2025, and the Texas DIR-CPO-5433 contract.

Motorola Solutions, Inc. Disclaimers

- Data Location
- Disclaimer: Data for the State of Texas Customer may be exported by Provider if (1) access is needed for internal business purposes such as processing orders or invoices to Poland, or (2) access to Customer Data is necessary to enable third tier development support personnel located outside of the United States to perform fixes or other remedial services associated with the products and services purchased hereunder.
- Product Accessibility
- Disclaimer: Motorola provides products geared towards law enforcement professionals in their day-to-day operations and as such, our mobile video products are provided to work in and be supported in that environment. This Agreement encompasses a large variety of products, and as such accessibility for mobile video products may vary based on its environment and function, as such the accessibility requirements in this section shall not apply to Mobile Video Products. To the extent that accessibility standards could be applicable and/or commercially feasible for the applicable products and their environment, the DIR agencies may request that Motorola either provide the most recent VPAT assessment (if available) or respond to an accessibility information request within a reasonable timeframe.
- Limitation of Liability
- The liability for damages in any claim or cause of action arising under or related to the Purchase Order contemplated herein shall not exceed two times (2x) the total value of the Purchase Order. Such value includes all the amounts paid and amounts to be paid over the life of the Purchase Order to Motorola by Customer as described in the Purchase Order.
- License Agreement Term and Termination
- Disclaimer: Licensee’s right to use the Software and Documentation will begin when a signed purchase order is issued and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee’s right to use the Software and Documentation may be terminated immediately upon notice by Motorola. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

  • Disclaimer: Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee’s breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

City Council Meeting

Item Number: 14.
Meeting Date: December 16, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF A ONE-YEAR MAINTENANCE AND LICENSE RENEWAL OF COMPUTER-AIDED DISPATCH, RECORDS MANAGEMENT SYSTEM, AND CRIMEVIEW ANALYTICS SOFTWARE FROM CENTRALSQUARE TECHNOLOGIES, LLC, FOR A TOTAL COST OF $119,220.56; AND AUTHORIZING PAYMENT FOR SAID PURCHASE

Purpose:
Resolution authorizing a sole source purchase of an annual maintenance and license of Computer-Aided Dispatch (CAD), Records Management System (RMS), and CrimeView Analytics software from CentralSquare Technologies LLC for a total of $119,220.56.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the ITSD Tech Fund.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Staff recommends authorizing a sole source purchase of an annual maintenance and license of Computer-Aided Dispatch (CAD), Records Management System (RMS), and CrimeView Analytics software from CentralSquare Technologies LLC. According to Texas Local Government Code 252.022 (a)(7)(A), competitive bidding requirements do not apply to items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. CentralSquare OneSolution is the central platform that powers Police and Fire operations by unifying 9-1-1 dispatch, incident tracking, records management, and crime analysis to guide responders, streamline information, and enhance community transparency. Please see the attached memo from Mihir Patel, Deputy Chief Information Officer, for additional information.

Therefore, please consider authorizing a sole source purchase of an annual maintenance and license of Computer-Aided Dispatch (CAD), Records Management System (RMS), and CrimeView Analytics software from CentralSquare Technologies LLC for a total of $119,220.56.

Attachments:

A. CentralSquare Renewal Memo
B. RESOLUTIONS W/EXH - Sole Source - Maintenance and License Renewal CAD RMS and CrimeView Analytics Reso w Exh
C. City of Midland , TX January-2026-Renewal Document (1) (1)
D. City of Midland - Sole Source Letter - Approved
E. Sole Source - Maintenance and License Renewal CAD RMS and CrimeView Analytics w Exh

Erika Munoz, General Services	Created/Initiated - 12/4/2025
Regina Stephenson, General Services	Approved - 12/4/2025
Christy Weakland, Finance	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/9/2025
Jose Ortiz, City Secretary	Approved - 12/9/2025
Morris Williams, City Manager	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/10/2025

City Council Agenda Item

MEETING DATE: **12/16/2025**

TO: Erika Munoz, Assistant General Services Director

FROM: Mihir Patel, Deputy Chief Information Officer

CC: Gorgees Eskander, Chief Information Officer

SUBJECT: Consider a resolution authorizing the purchase of an annual maintenance and license of Computer-Aided Dispatch (CAD), Records Management System (RMS), and CrimeView Analytics software from CentralSquare Technologies LLC for a total of $119,220.56 via Sole-Source.

Purpose:
Consider a resolution authorizing the purchase of an annual maintenance and license of Computer-Aided Dispatch (CAD), Records Management System (RMS), and CrimeView Analytics software from CentralSquare Technologies LLC for a total of $119,220.56 via Sole-Source.

Discussion:
CentralSquare OneSolution is the main software platform used by the Police and Fire Departments to manage emergency response and records, which entails the Computer-Aided Dispatch (CAD) system used by 9-1-1 operators, the Records Management System (RMS), and analytical tools such as CrimeView and CrimeMapping.

Why It Matters:

- OneSolution is like having a GPS, an air-traffic controller, and a perfectly organized filing cabinet all working together for Police and Fire. It tells responders where to go, keeps track of every incident, and stores all reports in one place.
- It acts like the brain of the emergency response system. When someone calls 9-1-1, it processes the information, makes connections, and sends the right units, all at once.
- **Crime Analysis:** CrimeView allows investigators and command staff to track trends, hotspots, and patterns to better allocate resources.
- **Public Transparency:** CrimeMapping shares incident information with residents, supporting awareness and community policing.

The annual cost of maintenance and license for software, which totals $119,220.56, has been budgeted in the ITSD Tech Fund.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF A ONE-YEAR MAINTENANCE AND LICENSE RENEWAL OF COMPUTER-AIDED DISPATCH, RECORDS MANAGEMENT SYSTEM, AND CRIMEVIEW ANALYTICS SOFTWARE FROM CENTRALSQUARE TECHNOLOGIES, LLC, FOR A TOTAL COST OF $119,220.56; AND AUTHORIZING PAYMENT FOR SAID PURCHASE

WHEREAS, the City utilizes Computer-Aided Dispatch, Records Management System and CrimeView Analytics software to manage emergency responses and emergency response records; and

WHEREAS, the sole-source provider of maintenance and license renewals for said software systems, CentralSquare Technologies, LLC, submitted a total quote of $119,220.56 for a one-year renewal, as shown on the quote attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, a maintenance and license renewal for said software systems is available only from CentralSquare Technologies, LLC; and

WHEREAS, the City Council finds the price proposed for the one-year maintenance and license renewal for said software systems to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of a one-year maintenance and license renewal for said software systems from CentralSquare Technologies, LLC;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager is hereby authorized and directed to purchase a one-year maintenance and license renewal, as indicated on Exhibit "A", from CentralSquare Technologies, LLC, for a total cost of $119,220.56.

SECTION TWO. That funding shall be available in the ITSD Tech Fund.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay CentralSquare Technologies, LLC, from available funds in the ITSD Tech Fund

upon receipt of proper invoices or statements approved by the 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., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

CENTRALSQUARE®

Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

Renewal Order #: Q-236750
Start Date: January 1, 2026
End Date: December 31, 2026
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Scott Church, Systems Administrator
City of Midland
PO Box 1152
Midland, Texas 79702
(432) 685-7484

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	CrimeMapping.com	1	1,597.27 USD
2.	CrimeView Analytics: Designer/Admin License Subscription Annual Subscription Fee	1	787.50 USD
3.	CrimeView Analytics: Single Data Set (3 years data) Non-CST Sys. Subscription Arrest	1	1,696.25 USD
4.	CrimeView Analytics: Standard (3 years data) Non-CST System Subscription	1	4,240.63 USD
5.	CrimeView Dashboard	1	6,714.52 USD
6.	Neverfail Enterprise Bundle Pair with WAN Smart Annual Maintenance Fee	1	18,078.84 USD
7.	ONESolution AVL Server Host License Annual Maintenance Fee	1	2,769.07 USD
8.	ONESolution CA Brazos Technologies Citation Import Interface Annual Maintenance Fee	1	3,251.56 USD
9.	ONESolution CAD Client AVL License Annual Maintenance Fee	5	1,573.33 USD
10.	ONESolution CAD Client License for Message Switch Annual Maintenance Fee	6	251.73 USD
11.	ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	4	1,258.66 USD
12.	ONESolution CAD Roster Annual Maintenance Fee	1	944.00 USD
13.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	5	9,095.98 USD

Exhibit "A"

Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

14.	ONESolution Crime Lab Annual Maintenance Fee	1	1,048.90 USD
15.	ONESolution Daily Activity Annual Maintenance Fee	1	167.83 USD
16.	ONESolution ESO Solutions Fire/EMS Export Interface Annual Maintenance Fee	1	1,153.78 USD
17.	ONESolution Field Training Online-Cloud Annual Maintenance Fee	1	0.00 USD
18.	ONESolution Fleet Vehicle Maintenance Annual Maintenance Fee	1	167.83 USD
19.	ONESolution Freedom Premium Annual Maintenance Fee	20	1,678.23 USD
20.	ONESolution Gang Annual Maintenance Fee	1	1,153.78 USD
21.	ONESolution Generic CAD Event Export-Law/Fire/EMS Annual Maintenance Fee	1	1,573.33 USD
22.	ONESolution Intelligence Annual Maintenance Fee	1	1,153.78 USD
23.	ONESolution Investigative Leads Annual Maintenance Fee	1	167.83 USD
24.	ONESolution Link Analysis Annual Maintenance Fee	1	2,622.23 USD
25.	ONESolution MCT Client AVL License Annual Maintenance Fee	30	629.33 USD
26.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	30	5,034.68 USD
27.	ONESolution Medical ProQA/Paramount Interface	1	1,363.57 USD
28.	ONESolution MFR Client Annual Maintenance Fee	30	5,034.68 USD
29.	ONESolution MFR Client-Daily Activity Annual Maintenance Fee	15	629.33 USD
30.	ONESolution MFR Client-Fleet Maintenance Annual Maintenance Fee	15	472.00 USD
31.	ONESolution MFR Client-Investigative Leads Annual Maintenance Fee	15	472.00 USD
32.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	10	839.12 USD
33.	ONESolution MFR Client-Racial Profiling Annual Maintenance Fee	15	564.96 USD
34.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	944.00 USD
35.	ONESolution Mobile Server Software Annual Maintenance Fee	1	944.00 USD
36.	ONESolution OpCenter for CAD Annual Maintenance Fee	1	629.33 USD

Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

37.	ONESolution OpCenter for RMS Annual Maintenance Fee	1	629.33 USD
38.	ONESolution Pagegate Interface Annual Maintenance Fee	1	209.77 USD
39.	ONESolution PMAM False Alarm Billing Interface Annual Maintenance Fee	1	1,573.33 USD
40.	ONESolution Police-to-Citizen Annual Maintenance Fee	1	629.33 USD
41.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
42.	ONESolution Property & Evidence Annual Maintenance Fee	1	461.51 USD
43.	ONESolution Quartermaster Annual Maintenance Fee	1	524.45 USD
44.	ONESolution Racial Profiling Annual Maintenance Fee	1	629.33 USD
45.	ONESolution Records Management System Annual Maintenance Fee	10	10,436.46 USD
46.	ONESolution Rip & Run Printing/Faxing	1	1,102.80 USD
47.	ONESolution RMS Client License for Message Switch Annual Maintenance Fee	5	209.77 USD
48.	ONESolution RMS Training Module Annual Maintenance Fee	1	293.68 USD
49.	ONESolution State Connect Suite Annual Maintenance Fee	1	8,391.13 USD
50.	ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	1,573.33 USD
51.	ONESolution Zetron 25 & 26 Station Toning Interface Annual Maintenance Fee	1	1,363.57 USD
52.	VEOCI Emergency Mgmt. Interface	1	10,488.91 USD

Renewal Order Total: 119,220.56 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

Renewal Order #: Q-236750
Start Date: January 1, 2026
End Date: December 31, 2026
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Scott Church, Systems Administrator
City of Midland
PO Box 1152
Midland, Texas 79702
(432) 685-7484

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	CrimeMapping.com	1	1,597.27 USD
2.	CrimeView Analytics: Designer/Admin License Subscription Annual Subscription Fee	1	787.50 USD
3.	CrimeView Analytics: Single Data Set (3 years data) Non-CST Sys. Subscription Arrest	1	1,696.25 USD
4.	CrimeView Analytics: Standard (3 years data) Non-CST System Subscription	1	4,240.63 USD
5.	CrimeView Dashboard	1	6,714.52 USD
6.	Neverfail Enterprise Bundle Pair with WAN Smart Annual Maintenance Fee	1	18,078.84 USD
7.	ONESolution AVL Server Host License Annual Maintenance Fee	1	2,769.07 USD
8.	ONESolution CA Brazos Technologies Citation Import Interface Annual Maintenance Fee	1	3,251.56 USD
9.	ONESolution CAD Client AVL License Annual Maintenance Fee	5	1,573.33 USD
10.	ONESolution CAD Client License for Message Switch Annual Maintenance Fee	6	251.73 USD
11.	ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	4	1,258.66 USD
12.	ONESolution CAD Roster Annual Maintenance Fee	1	944.00 USD
13.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	5	9,095.98 USD

Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

14.	ONESolution Crime Lab Annual Maintenance Fee	1	1,048.90 USD
15.	ONESolution Daily Activity Annual Maintenance Fee	1	167.83 USD
16.	ONESolution ESO Solutions Fire/EMS Export Interface Annual Maintenance Fee	1	1,153.78 USD
17.	ONESolution Field Training Online-Cloud Annual Maintenance Fee	1	0.00 USD
18.	ONESolution Fleet Vehicle Maintenance Annual Maintenance Fee	1	167.83 USD
19.	ONESolution Freedom Premium Annual Maintenance Fee	20	1,678.23 USD
20.	ONESolution Gang Annual Maintenance Fee	1	1,153.78 USD
21.	ONESolution Generic CAD Event Export-Law/Fire/EMS Annual Maintenance Fee	1	1,573.33 USD
22.	ONESolution Intelligence Annual Maintenance Fee	1	1,153.78 USD
23.	ONESolution Investigative Leads Annual Maintenance Fee	1	167.83 USD
24.	ONESolution Link Analysis Annual Maintenance Fee	1	2,622.23 USD
25.	ONESolution MCT Client AVL License Annual Maintenance Fee	30	629.33 USD
26.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	30	5,034.68 USD
27.	ONESolution Medical ProQA/Paramount Interface	1	1,363.57 USD
28.	ONESolution MFR Client Annual Maintenance Fee	30	5,034.68 USD
29.	ONESolution MFR Client-Daily Activity Annual Maintenance Fee	15	629.33 USD
30.	ONESolution MFR Client-Fleet Maintenance Annual Maintenance Fee	15	472.00 USD
31.	ONESolution MFR Client-Investigative Leads Annual Maintenance Fee	15	472.00 USD
32.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	10	839.12 USD
33.	ONESolution MFR Client-Racial Profiling Annual Maintenance Fee	15	564.96 USD
34.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	944.00 USD
35.	ONESolution Mobile Server Software Annual Maintenance Fee	1	944.00 USD
36.	ONESolution OpCenter for CAD Annual Maintenance Fee	1	629.33 USD

Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

37.	ONESolution OpCenter for RMS Annual Maintenance Fee	1	629.33 USD
38.	ONESolution Pagegate Interface Annual Maintenance Fee	1	209.77 USD
39.	ONESolution PMAM False Alarm Billing Interface Annual Maintenance Fee	1	1,573.33 USD
40.	ONESolution Police-to-Citizen Annual Maintenance Fee	1	629.33 USD
41.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
42.	ONESolution Property & Evidence Annual Maintenance Fee	1	461.51 USD
43.	ONESolution Quartermaster Annual Maintenance Fee	1	524.45 USD
44.	ONESolution Racial Profiling Annual Maintenance Fee	1	629.33 USD
45.	ONESolution Records Management System Annual Maintenance Fee	10	10,436.46 USD
46.	ONESolution Rip & Run Printing/Faxing	1	1,102.80 USD
47.	ONESolution RMS Client License for Message Switch Annual Maintenance Fee	5	209.77 USD
48.	ONESolution RMS Training Module Annual Maintenance Fee	1	293.68 USD
49.	ONESolution State Connect Suite Annual Maintenance Fee	1	8,391.13 USD
50.	ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	1,573.33 USD
51.	ONESolution Zetron 25 & 26 Station Toning Interface Annual Maintenance Fee	1	1,363.57 USD
52.	VEOCI Emergency Mgmt. Interface	1	10,488.91 USD

Renewal Order Total: 119,220.56 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

December 1, 2025

Mihir Patel
City of Midland
PO Box 1152
601 N Loraine STE 101 / 79701
Midland, Texas, 79702

Dear Mihir Patel,

This letter is in response to City of Midland's request for a sole source letter from CentralSquare Technologies, LLC. This letter is to confirm that ONESolution PS is a sole source product, comprised of proprietary intellectual property, and is designed, engineered, serviced, and distributed exclusively by CentralSquare for use by CentralSquare customers.

Sincerely,

Joe Beasley

Joe Beasley
Vice President of Sales, Public Safety & Justice
CentralSquare Technologies, LLC

CST-2025-104748

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF A ONE-YEAR MAINTENANCE AND LICENSE RENEWAL OF COMPUTER-AIDED DISPATCH, RECORDS MANAGEMENT SYSTEM, AND CRIMEVIEW ANALYTICS SOFTWARE FROM CENTRALSQUARE TECHNOLOGIES, LLC, FOR A TOTAL COST OF $119,220.56; AND AUTHORIZING PAYMENT FOR SAID PURCHASE

WHEREAS, the City utilizes Computer-Aided Dispatch, Records Management System and CrimeView Analytics software to manage emergency responses and emergency response records; and

WHEREAS, the sole-source provider of maintenance and license renewals for said software systems, CentralSquare Technologies, LLC, submitted a total quote of $119,220.56 for a one-year renewal, as shown on the quote attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, a maintenance and license renewal for said software systems is available only from CentralSquare Technologies, LLC; and

WHEREAS, the City Council finds the price proposed for the one-year maintenance and license renewal for said software systems to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of a one-year maintenance and license renewal for said software systems from CentralSquare Technologies, LLC;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager is hereby authorized and directed to purchase a one-year maintenance and license renewal, as indicated on Exhibit "A", from CentralSquare Technologies, LLC, for a total cost of $119,220.56.

SECTION TWO. That funding shall be available in the ITSD Tech Fund.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay CentralSquare Technologies, LLC, from available funds in the ITSD Tech Fund

upon receipt of proper invoices or statements approved by the 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., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

CENTRALSQUARE®

Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

Renewal Order #: Q-236750
Start Date: January 1, 2026
End Date: December 31, 2026
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Scott Church, Systems Administrator
City of Midland
PO Box 1152
Midland, Texas 79702
(432) 685-7484

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	CrimeMapping.com	1	1,597.27 USD
2.	CrimeView Analytics: Designer/Admin License Subscription Annual Subscription Fee	1	787.50 USD
3.	CrimeView Analytics: Single Data Set (3 years data) Non-CST Sys. Subscription Arrest	1	1,696.25 USD
4.	CrimeView Analytics: Standard (3 years data) Non-CST System Subscription	1	4,240.63 USD
5.	CrimeView Dashboard	1	6,714.52 USD
6.	Neverfail Enterprise Bundle Pair with WAN Smart Annual Maintenance Fee	1	18,078.84 USD
7.	ONESolution AVL Server Host License Annual Maintenance Fee	1	2,769.07 USD
8.	ONESolution CA Brazos Technologies Citation Import Interface Annual Maintenance Fee	1	3,251.56 USD
9.	ONESolution CAD Client AVL License Annual Maintenance Fee	5	1,573.33 USD
10.	ONESolution CAD Client License for Message Switch Annual Maintenance Fee	6	251.73 USD
11.	ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	4	1,258.66 USD
12.	ONESolution CAD Roster Annual Maintenance Fee	1	944.00 USD
13.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	5	9,095.98 USD

Exhibit "A"

Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

14.	ONESolution Crime Lab Annual Maintenance Fee	1	1,048.90 USD
15.	ONESolution Daily Activity Annual Maintenance Fee	1	167.83 USD
16.	ONESolution ESO Solutions Fire/EMS Export Interface Annual Maintenance Fee	1	1,153.78 USD
17.	ONESolution Field Training Online-Cloud Annual Maintenance Fee	1	0.00 USD
18.	ONESolution Fleet Vehicle Maintenance Annual Maintenance Fee	1	167.83 USD
19.	ONESolution Freedom Premium Annual Maintenance Fee	20	1,678.23 USD
20.	ONESolution Gang Annual Maintenance Fee	1	1,153.78 USD
21.	ONESolution Generic CAD Event Export-Law/Fire/EMS Annual Maintenance Fee	1	1,573.33 USD
22.	ONESolution Intelligence Annual Maintenance Fee	1	1,153.78 USD
23.	ONESolution Investigative Leads Annual Maintenance Fee	1	167.83 USD
24.	ONESolution Link Analysis Annual Maintenance Fee	1	2,622.23 USD
25.	ONESolution MCT Client AVL License Annual Maintenance Fee	30	629.33 USD
26.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	30	5,034.68 USD
27.	ONESolution Medical ProQA/Paramount Interface	1	1,363.57 USD
28.	ONESolution MFR Client Annual Maintenance Fee	30	5,034.68 USD
29.	ONESolution MFR Client-Daily Activity Annual Maintenance Fee	15	629.33 USD
30.	ONESolution MFR Client-Fleet Maintenance Annual Maintenance Fee	15	472.00 USD
31.	ONESolution MFR Client-Investigative Leads Annual Maintenance Fee	15	472.00 USD
32.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	10	839.12 USD
33.	ONESolution MFR Client-Racial Profiling Annual Maintenance Fee	15	564.96 USD
34.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	944.00 USD
35.	ONESolution Mobile Server Software Annual Maintenance Fee	1	944.00 USD
36.	ONESolution OpCenter for CAD Annual Maintenance Fee	1	629.33 USD

Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

37.	ONESolution OpCenter for RMS Annual Maintenance Fee	1	629.33 USD
38.	ONESolution Pagegate Interface Annual Maintenance Fee	1	209.77 USD
39.	ONESolution PMAM False Alarm Billing Interface Annual Maintenance Fee	1	1,573.33 USD
40.	ONESolution Police-to-Citizen Annual Maintenance Fee	1	629.33 USD
41.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
42.	ONESolution Property & Evidence Annual Maintenance Fee	1	461.51 USD
43.	ONESolution Quartermaster Annual Maintenance Fee	1	524.45 USD
44.	ONESolution Racial Profiling Annual Maintenance Fee	1	629.33 USD
45.	ONESolution Records Management System Annual Maintenance Fee	10	10,436.46 USD
46.	ONESolution Rip & Run Printing/Faxing	1	1,102.80 USD
47.	ONESolution RMS Client License for Message Switch Annual Maintenance Fee	5	209.77 USD
48.	ONESolution RMS Training Module Annual Maintenance Fee	1	293.68 USD
49.	ONESolution State Connect Suite Annual Maintenance Fee	1	8,391.13 USD
50.	ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	1,573.33 USD
51.	ONESolution Zetron 25 & 26 Station Toning Interface Annual Maintenance Fee	1	1,363.57 USD
52.	VEOCI Emergency Mgmt. Interface	1	10,488.91 USD

Renewal Order Total: 119,220.56 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

City Council Meeting

Item Number: 15.
Meeting Date: December 16, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT GRASSLANDS PARK TO 4B RECREATION GROUP, LLC, D/B/A PLAYGROUNDS ETC. THROUGH BUYBOARD AT A TOTAL COST OF $549,590.76; APPROVING $75,409.24 FOR PROJECT-RELATED EXPENSES; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for the purchase and installation of playground equipment for Grasslands Park to 4B Recreation Group, LLC dba Playgrounds Etc. through Buyboard 781-25 for a cost of $549,590.76, plus project related expenses of $75,409.24 for a total cost of $625,000.00.

Recommended Action:
Approve

Fiscal Impact:
$625,000.00 is available in the Grassland Improvements Project.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Staff recommends awarding a contract for the purchase and installation of playground equipment for Grasslands Park to 4B Recreation Group, LLC dba Playgrounds Etc. through Buyboard 781-25. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Laurie M. Williams, Parks and Recreation Director, for additional information.

Therefore, please consider a resolution awarding a contract for the purchase and installation of playground equipment for Grasslands Park to 4B Recreation Group, LLC dba Playgrounds Etc. through Buyboard 781-25 for a cost of $549,590.76, plus project related expenses of $75,409.24 for a total cost of $625,000.00.

Attachments:

A. memo - 12162025 Grassland Playground memo Erika
B. RESOLUTION W/EXH - Buyboard - Playground Equipment at Grasslands Park w Exh
C. Contract 26001963

Erika Munoz, General Services	Created/Initiated - 12/4/2025
Regina Stephenson, General Services	Approved - 12/4/2025
Christy Weakland, Finance	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/5/2025
Jose Ortiz, City Manager	Approved - 12/5/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

Parks Division
Interoffice Memorandum

Date: December 1, 2025
To: Jose Ortiz, Deputy City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: Grasslands Park Playground Equipment Purchase – Award Contract

Midland is home to 28 neighborhood parks. Of these 28, Grasslands Park is the last one without playground equipment. The park is located next to Scharbauer Elementary in the Grasslands Subdivision, and has a path leading to the school's playground. The City of Midland is committed to bringing this park up to the level of other neighborhood parks for children's play areas.

SLB granted the City of Midland $150,000 for park improvements at Grasslands, to include the playground installation. A portion of that donation was utilized for solar pathway lighting, at SLB's request, and the remainder will be used toward the proposed playground.

The Parks and Recreation Advisory Commission met in October and voted unanimously to recommend the playground for Grasslands park to be manufactured and installed by Playgrounds, Etc. The equipment will accommodate ages 2-12 and have a natural theme, fitting nicely into the park, especially with the future addition of the Preserve and the Zoo, developments that will be linked to this neighborhood through Grasslands Park.

Grasslands Park improvements will incorporate a new playground on the northern portion of the park, utilizing two adjacent play structures and a climbing structure located within turf areas. One area will encourage ages 5-12 play, and the other will encourage 2-5 year old play. They will both have integrated shade covering a majority of the play areas.

The Playgounds Etc. Buyboard quote includes the play equipment, shades, surfacing, freight, and installation at a cost of $549,590.76. An additional $75,409.24 is requested to cover additional work and amenities. This includes the concrete construction that will be completed by the Parks Division's construction crew. They will construct the concrete border that will enclose the play areas, as well as a sand volleyball court in the park. New park amenities such as tables, benches and trash containers will also be installed.

The total cost for the playground and amenities is $625,000.00. The installation should be completed in Spring 2026.

$625,000 is available in the Grasslands Improvement Project (900463-097).

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT GRASSLANDS PARK TO 4B RECREATION GROUP, LLC, D/B/A PLAYGROUNDS ETC. THROUGH BUYBOARD AT A TOTAL COST OF $549,590.76; APPROVING $75,409.24 FOR PROJECT-RELATED EXPENSES; AND AUTHORIZING PAYMENT

WHEREAS, Buyboard is a cooperative purchasing agency with which the City participates on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, 4B Recreation Group, LLC, D/B/A Playgrounds Etc. ("Contractor") has submitted a total proposed cost to the City of $549,590.76 through Buyboard for the purchase and installation of playground equipment at Grasslands Park (the "Project"); and

WHEREAS, the Council finds the price proposed by Contractor through Buyboard for the Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract for the Project to Contractor through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve $75,409.24 for project-related expenses;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for the Project at a total cost of $549,590.76 through Buyboard. Said contract being in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or increase of $50,000.00 or less, and (2) the change orders, in total, do not increase the original contract price by more than $75,409.24.

SECTION THREE. That the sum of $75,409.24 for project-related expenses is hereby approved.

SECTION FOUR. That the amount of $650,000.00 is available in the Grasslands Improvements Project.

SECTION FIVE. That the City Comptroller is hereby authorized and directed to pay Contractor in accordance with the provisions of the above-referenced contract and change orders executed in accordance with this resolution in an amount not to exceed $650,000.00 from available funds in the Grasslands Improvement Project upon receipt of proper invoices or statements approved by the 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., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No. 26001963

THIS CONTRACT, effective the 18th day of December 2025, by and between the City of Midland, hereinafter referred to as "CITY", and 4B Recreation Group, LLC dba Playgrounds Etc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 549,590.76 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the purchase and installation of playground equipment for Grasslands Park. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Laurie Williams or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES**

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **[INTENTIONALLY DELETED]**

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 90 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned

by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties

to this Contract have agreed to be bound.

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

16.1. The CITY may make periodic payments to COMPANY; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by COMPANY and approved by the CITY. The approval shall be in the CITY's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the CITY or the CITY's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after

the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

17.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

17.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

17.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S**

EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

18. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third-party beneficiary or other rights hereunder.

19. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH

ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

20. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

22. **Assignment**: COMPANY shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

23. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT**.

24. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

27. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

28. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the

Contract becoming effective.

29. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

30. To the extent that Sections 2271.002, 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, COMPANY hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached

hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

34. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLYAS TO FORM

_____
Nicholas Toulet, 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 4B Recreation Group, LLC dba Playgrounds Etc, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 20____.

_____

Notary Public, State of _____

Exhibit A



Project:
City of Midland (Grasslands Park) - Rev

Quote:
QUO0317060

Preliminary Concept Design

Conceptual Renderings Only. Subject to change without notice at SRP's Discretion

Transfer

Steel

2-12
Age Group

Designer: E.Carter

Date: 11/19/2025









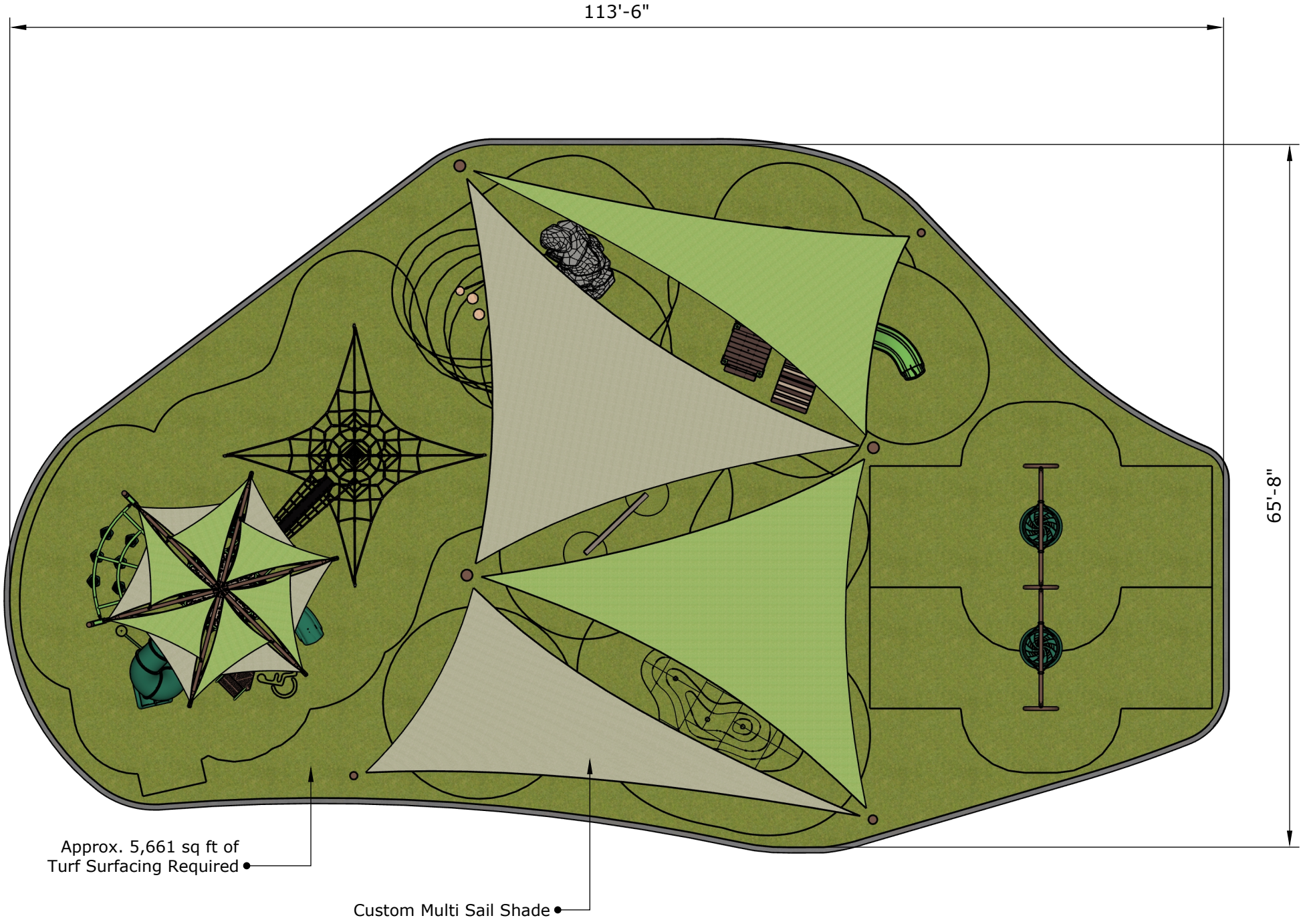


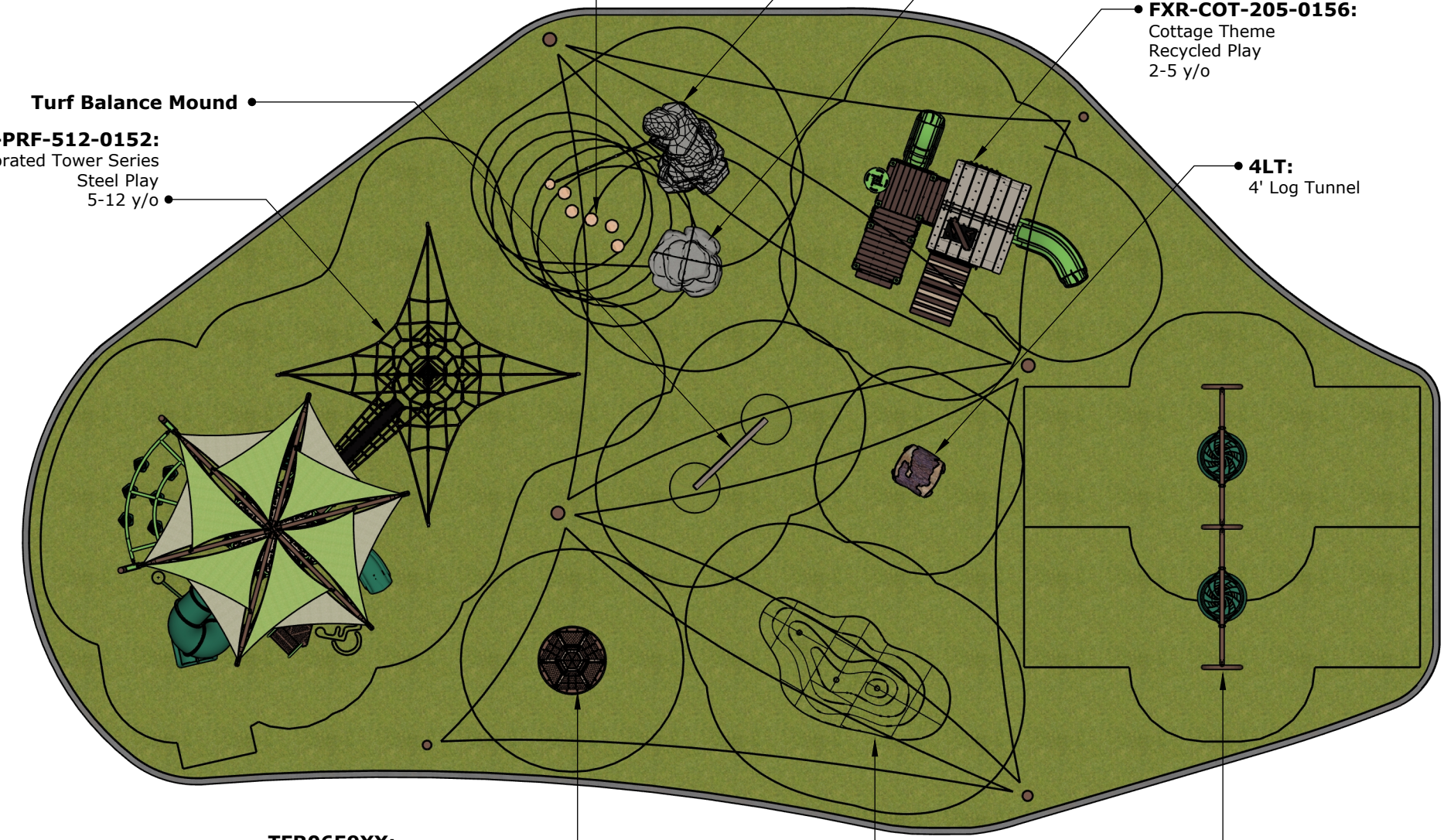









113'-6"
65'-8"
Approx. 5,661 sq ft of
Turf Surfacing Required
Custom Multi Sail Shade
Scale: 1/12" = 1'
0
6
12


TFR0649XX (x2), TFR0650XX (x2), TFR0651XX (x1):
12", 20", & 28" Log Stepper
UP502:
Spider Mountain
GRN-SM:
Small Granite Boulder
FXR-COT-205-0156:
Cottage Theme
Recycled Play
2-5 y/o
Turf Balance Mound
FXT-PRF-512-0152:
Perforated Tower Series
Steel Play
5-12 y/o
4LT:
4' Log Tunnel
TFR0659XX:
Inclusive Atom Spinner
Tiered Mountain Turf Mound
PLD0018XX:
3.5" Team Swing
PLD0019XX:
3.5" Team Swing Add-A Bay
Scale: 1/12" = 1'
0
6
12



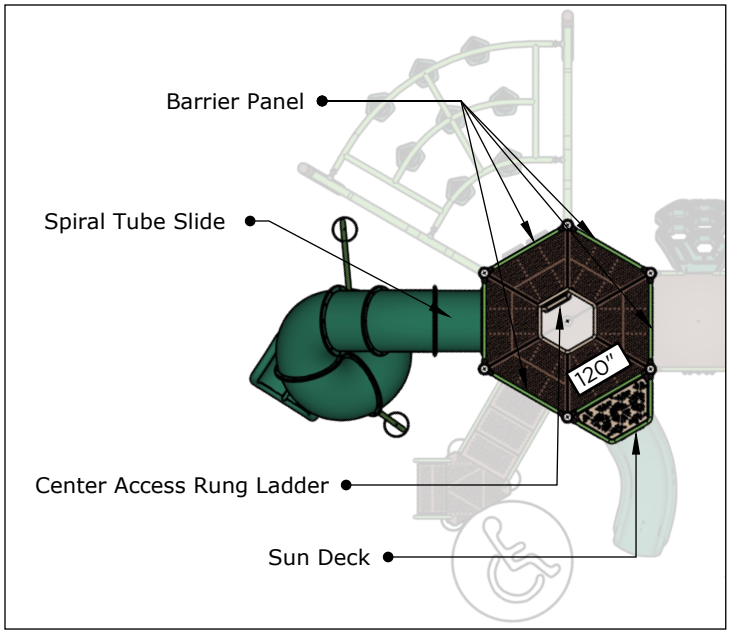


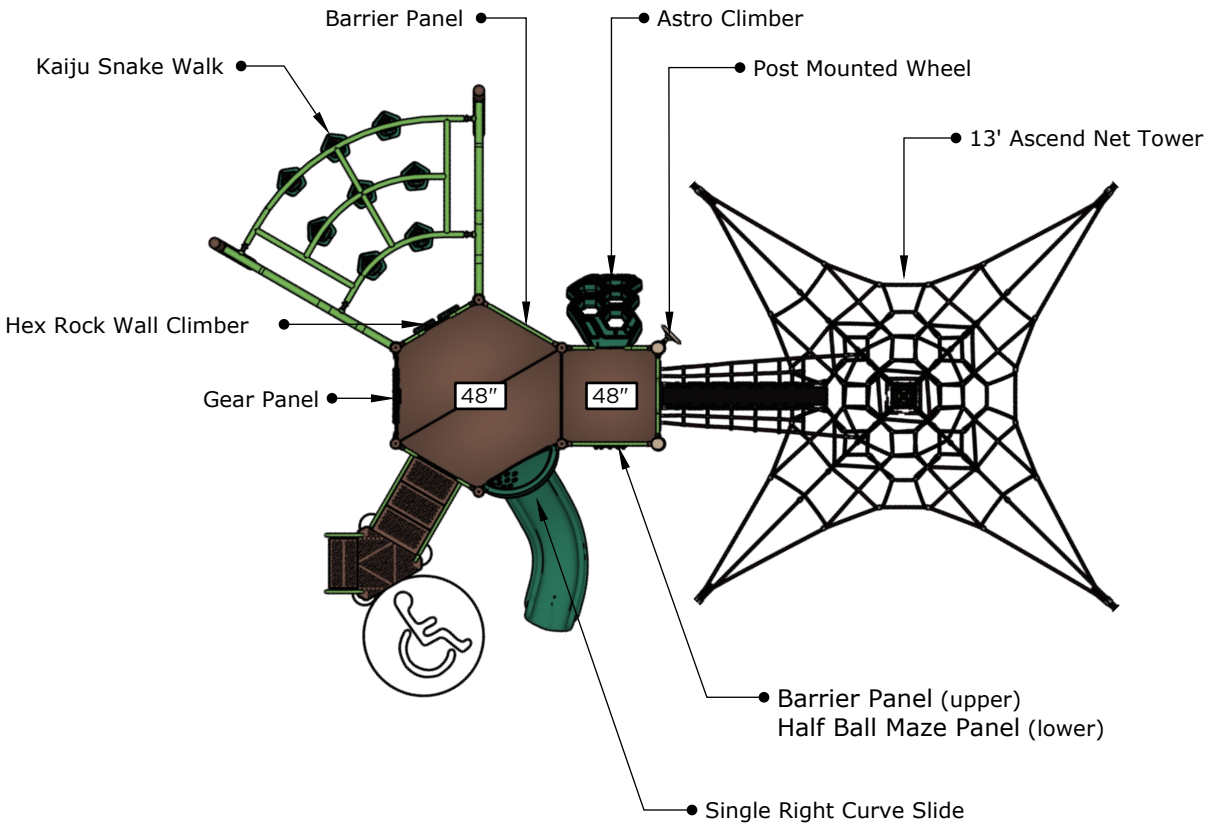
Structure: FXT-PRF-512-0152
Age: 5-12 / Series: 5” Steel / Theme: N/A

Preliminary Concept Design

Conceptual Renderings Only. Subject to change without notice upon submission

Tower Deck Level:



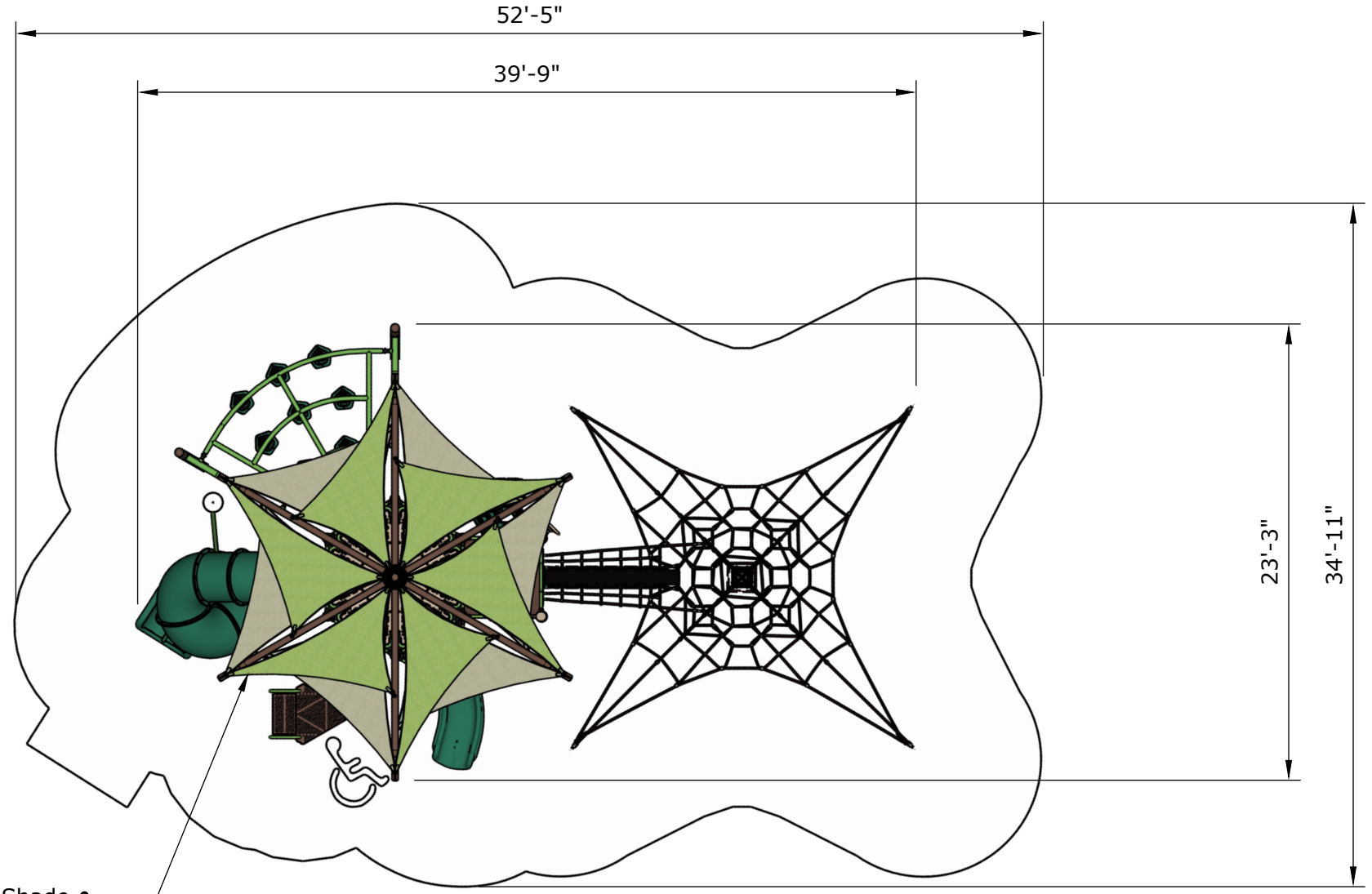


Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
5-12	73	53′x35′	10′	40′x24′	41	7

Scale: 1/8" = 1'

0 4 8

	Ground-Level Play Components on Accessible Route	Types of Ground Level Play Components on Accessible Route
Required	2	2
Provided	2	2

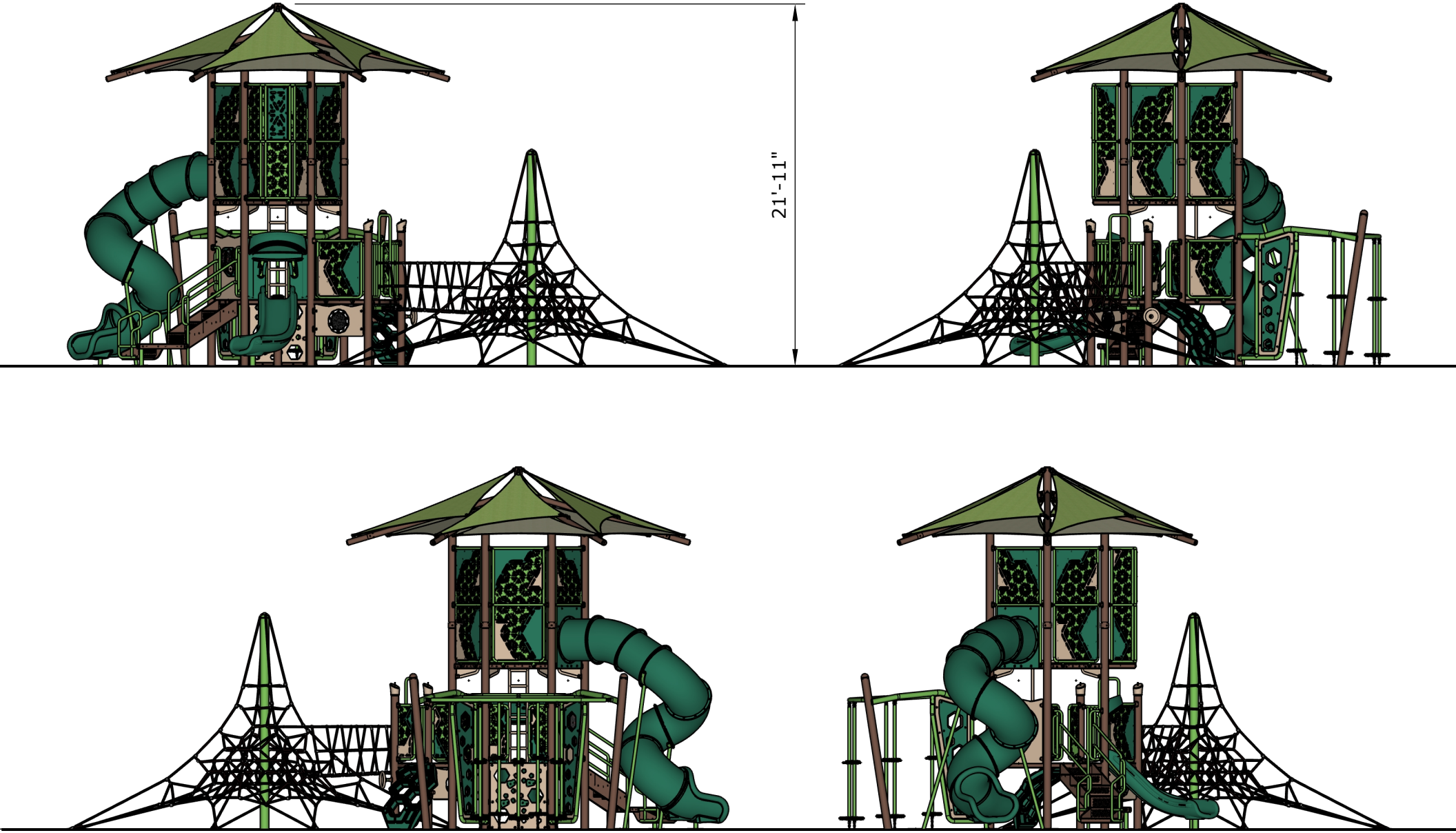


Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
5-12	73	53'x35'	10'	40'x24'	41	7

Scale: 1/8" = 1'

0 4 8

	Ground-Level Play Components on Accessible Route	Types of Ground Level Play Components on Accessible Route
Required	2	2
Provided	2	2



All Elevations
From Finished Surface

Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
5-12	73	53'x35'	10'	40'x24'	41	7

Scale: 1/8" = 1'

0 4 8

	Ground-Level Play Components on Accessible Route	Types of Ground Level Play Components on Accessible Route
Required	2	2
Provided	2	2

Conceptual Renderings Only. Subject to change without notice. Site Dimension





Structure: FXR-COT-205-0156
Age: 2-5 / Series: Recycled / Theme: Cottage

Preliminary Concept Design

Conceptual Renderings Only. Subject to change without notice. Dimension

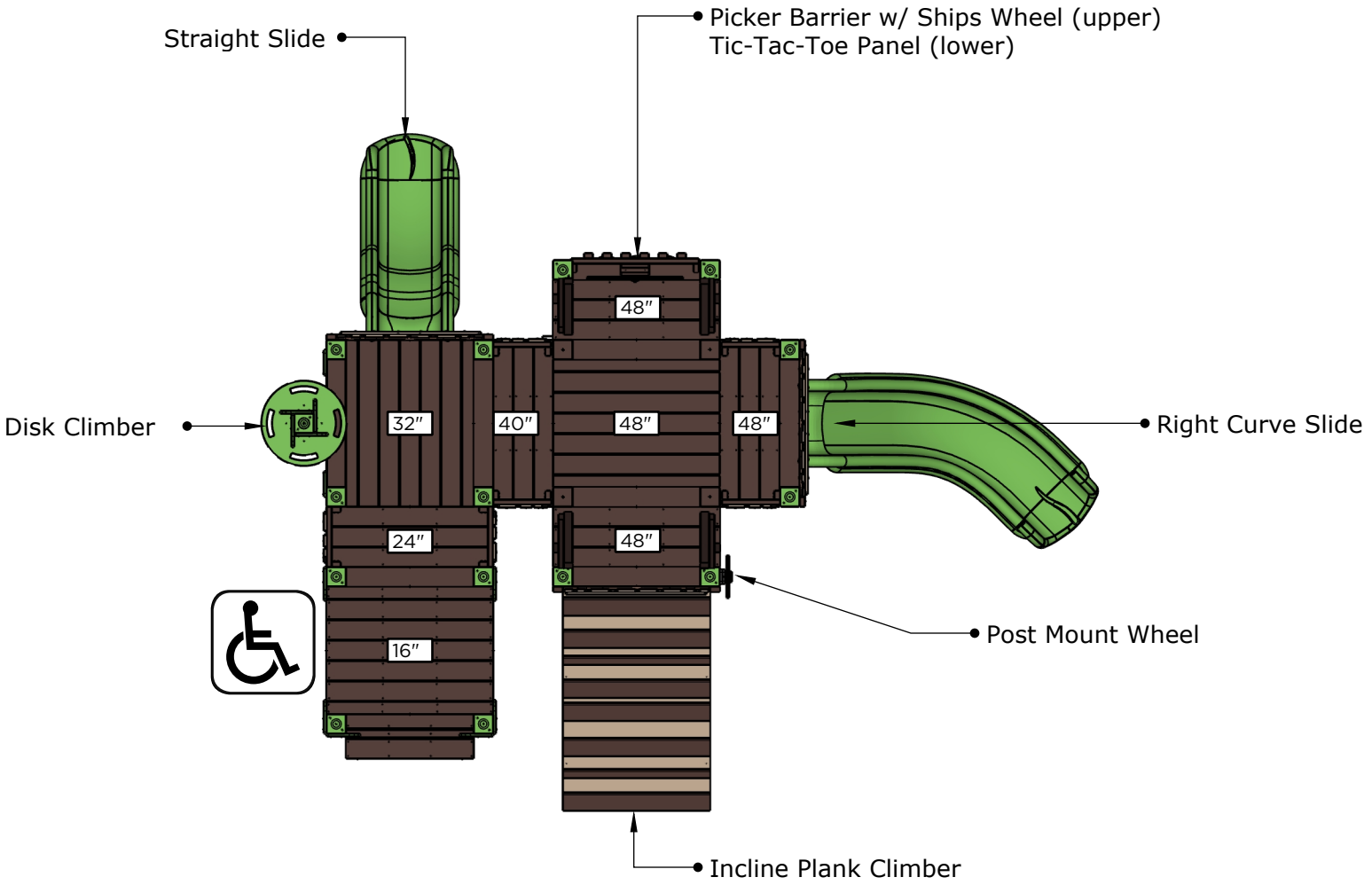




Structure: FXR-COT-205-0156
Age: 2-5 / Series: Recycled / Theme: Cottage

Preliminary Concept Design

Conceptual Renderings Only. Subject to change without notice. Version 1.0

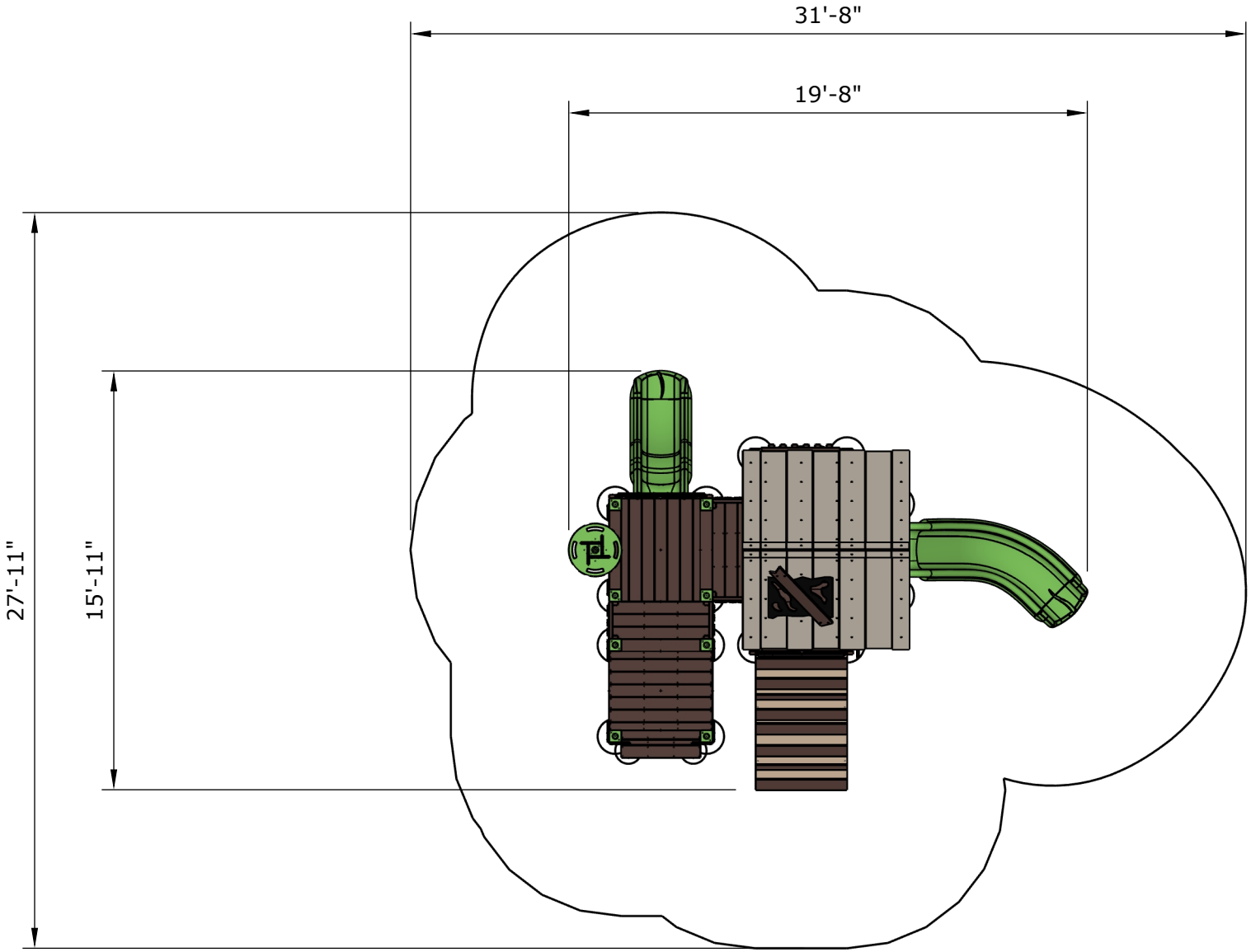


Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
2-5	54	32′x28′	48″	20′x16′	25	5

Scale: 1/4" = 1'

0 2 4

	Ground-Level Play Components on Accessible Route	Types of Ground Level Play Components on Accessible Route
Required	2	2
Provided	2	2

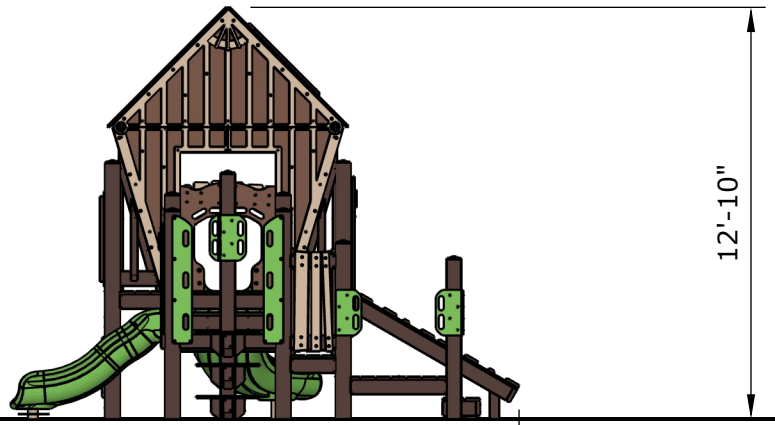


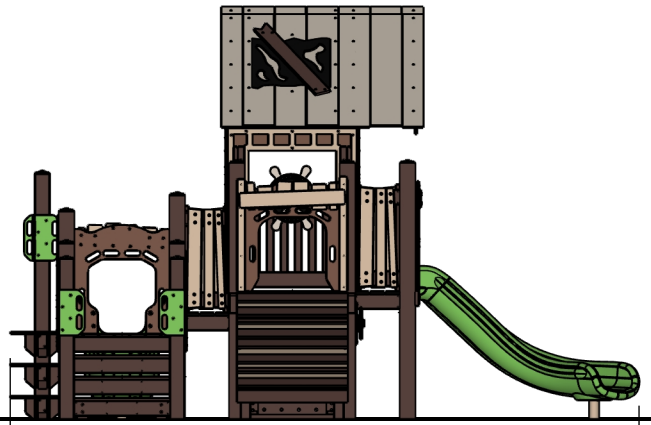
Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
2-5	54	32'x28'	48"	20'x16'	25	5

Scale: 1/6" = 1'

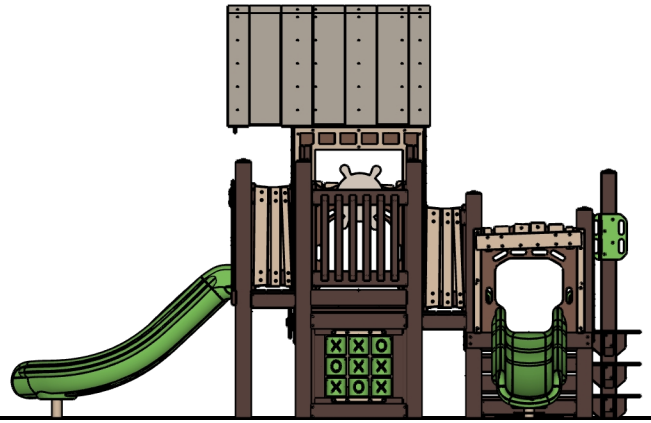
0 3 6

	Ground-Level Play Components on Accessible Route	Types of Ground Level Play Components on Accessible Route
Required	2	2
Provided	2	2









All Elevations From Finished Surface

Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
2-5	54	32'x28'	48"	20'x16'	25	5

Scale: 1/6" = 1'

0 3 6

	Ground-Level Play Components on Accessible Route	Types of Ground Level Play Components on Accessible Route
Required	2	2
Provided	2	2

Playgrounds Etc.
1410 W Texas Ave.
Midland, TX 79701
432-687-6388

Bid

Date	Bid #
11/25/2025	33790

Name / Address	Notes to Client
COM 300 N. Loraine Ave Midland TX 79701	Client is responsible for site prep, concrete curbing and drainage.

Rep	Project Location	Project
Amber Graham	Grasslands	Playground - Option - 3 R1

Item	Description	Qty	Rate	Total
FXT-PRF-512-0152	Custom Playground Design (5-12 y)	1	$136,373.71	$136,373.71
FXR-COT-205-0156	Custom cottage Unit (2-5 y)	1	$67,281.49	$67,281.49
Tiered Mountain Turf	Tiered Mountain Turf	1	$20,000.00	$20,000.00
Turf Balance Mound	Turf Balance Mound	1	$8,000.00	$8,000.00
TFR0659XX	Inclusive Atom Spinner	1	$8,930.00	$8,930.00
4LT	4' Log Tunnel	1	$8,363.08	$8,363.08
TFR0649XX	12" Standard Tree Stumps	2	$2,196.48	$4,392.96
TFR0650XX	20" Standard Tree Stumps	2	$2,681.64	$5,363.28
TFR0651XX	28" Standard Tree Stumps	1	$2,921.10	$2,921.10
UP502	Spider Mountain	1	$26,263.00	$26,263.00
GRN-SM	Small Climbing Boulder - Granite	1	$7,050.00	$7,050.00

SubTotal	
Sales Tax (0.0%)	
Total	

Thank you for the opportunity to quote your upcoming project. If you have any questions about this proposal or if you need to make any revisions, please contact your Design Consultant at 866-451-2814. We look forward to helping you complete your next project. This bid is good for 30 days.

November 25, 2025

Playgrounds Etc.
1410 W Texas Ave.
Midland, TX 79701
432-687-6388

Bid

Date	Bid #
11/25/2025	33790

Name / Address	Notes to Client
COM 300 N. Loraine Ave Midland TX 79701	Client is responsible for site prep, concrete curbing and drainage.

Rep	Project Location	Project
Amber Graham	Grasslands	Playground - Option - 3 R1

Item	Description	Qty	Rate	Total
PLD0018XX	3.5" Standard Inclusive Team Swing	1	$4,698.00	$4,698.00
PLD0019XX	3.5" Add-A-Bay Inclusive Team Swing	1	$4,172.00	$4,172.00
SRP SHADE	Custom Sail Shade	1	$52,265.71	$52,265.71
AT-CS	5,670 sq ft of artificial turf w/ padding installed over 4" stone base. High traffic turf near swings, slide, and spinner.	1	$108,945.00	$108,945.00
Bond	Bond	1	$7,300.00	$7,300.00
Freight	Freight	1		$19,500.00
Installation	Installation of items listed on this proposal	1		$104,971.43
Engineered Drawings	Engineered Drawings	1		$1,300.00
BuyBoard Discount	BuyBoard Discount, Vendor #781-25			-$48,500.00

SubTotal	$549,590.76
Sales Tax (0.0%)	$0.00
Total	**$549,590.76**

Approval Signature: _____ **Date:** _____

Thank you for the opportunity to quote your upcoming project. If you have any questions about this proposal or if you need to make any revisions, please contact your Design Consultant at 866-451-2814. We look forward to helping you complete your next project. This bid is good for 30 days.

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 by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. **All bonds must be executed on forms contained in these contract documents**. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, **or a bidder's bond on the form provided**, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for _____, hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20__ .

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

"General Decision Number: TX20250261 03/14/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

---

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25 **	0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 13.93 ** 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 ** 0.34

OPERATOR: Forklift.....$ 14.83 ** 0.00

OPERATOR: Grader/Blade.....$ 13.37 ** 0.00

OPERATOR: Loader.....$ 13.55 ** 0.94

OPERATOR: Mechanic.....$ 17.52 ** 3.33

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 16.03 ** 0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and Spray).....$ 15.00 ** 0.73

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

SHEET METAL WORKER (HVAC Duct Installation Only).....$ 22.73 7.52

SHEET METAL WORKER, Excludes HVAC Duct Installation.....$ 19.50 0.00

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.74 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

==========

END OF GENERAL DECISION"

THE CITY OF MIDLAND

CONTRACT

Contract No. 26001963

THIS CONTRACT, effective the 18th day of December 2025, by and between the City of Midland, hereinafter referred to as "CITY", and 4B Recreation Group, LLC dba Playgrounds Etc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 549,590.76 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the purchase and installation of playground equipment for Grasslands Park. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Laurie Williams or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES**

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **[INTENTIONALLY DELETED]**

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 90 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned

by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties

to this Contract have agreed to be bound.

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

16.1. The CITY may make periodic payments to COMPANY; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by COMPANY and approved by the CITY. The approval shall be in the CITY's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the CITY or the CITY's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after

the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

17.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

17.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

17.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S**

EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

18. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third-party beneficiary or other rights hereunder.

19. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH

ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

20. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

22. **Assignment**: COMPANY shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

23. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT**.

24. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

27. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

28. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the

Contract becoming effective.

29. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

30. To the extent that Sections 2271.002, 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, COMPANY hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached

hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

34. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLYAS TO FORM

_____
Nicholas Toulet, 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 4B Recreation Group, LLC dba Playgrounds Etc, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 20____.

_____

Notary Public, State of _____

Exhibit A



Project:
City of Midland (Grasslands Park) - Rev

Quote:
QUO0317060

Preliminary Concept Design

Conceptual Renderings Only. Subject to change without notice at SRP's Discretion

Transfer

Steel

2-12
Age Group

Designer: E.Carter

Date: 11/19/2025









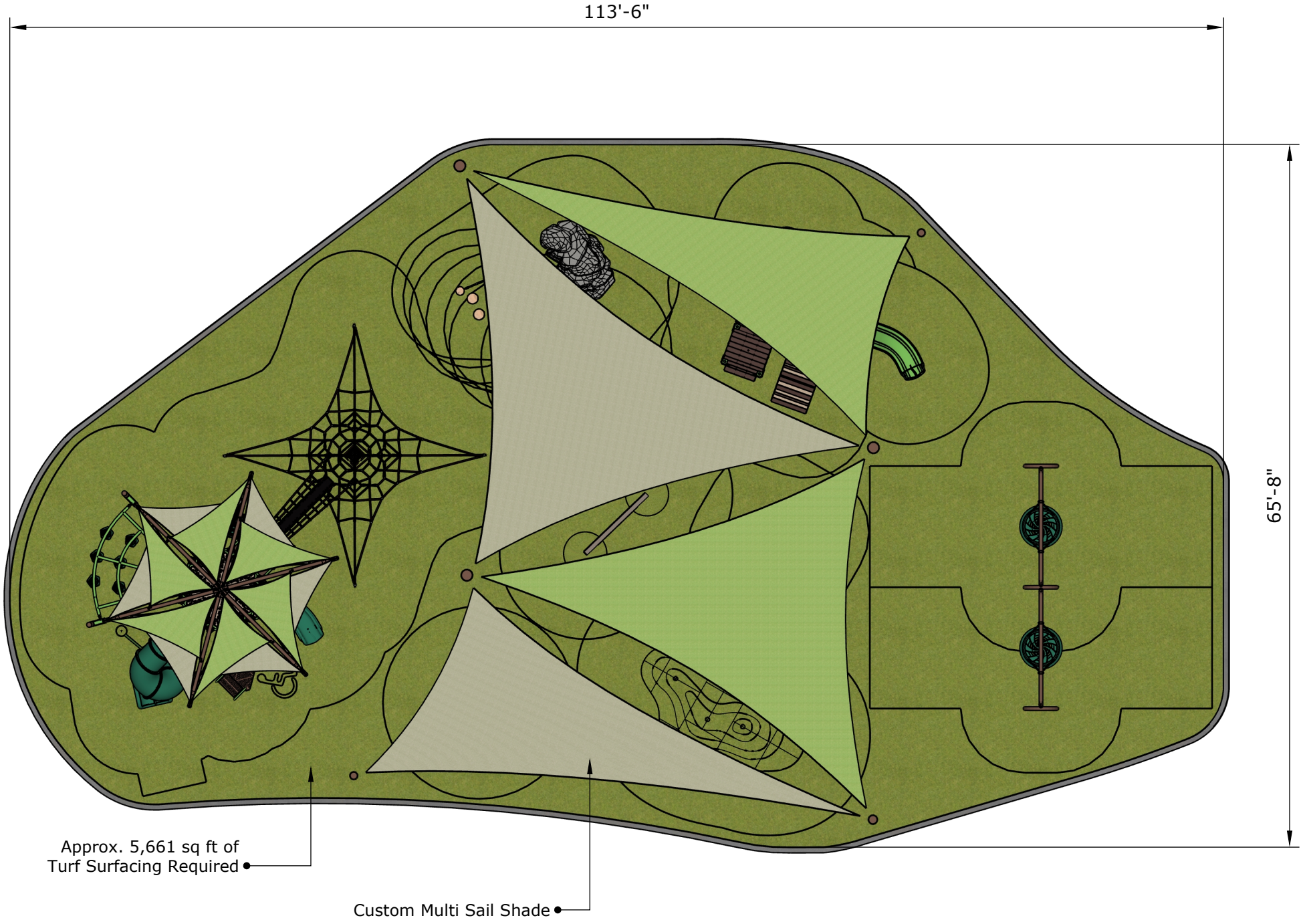


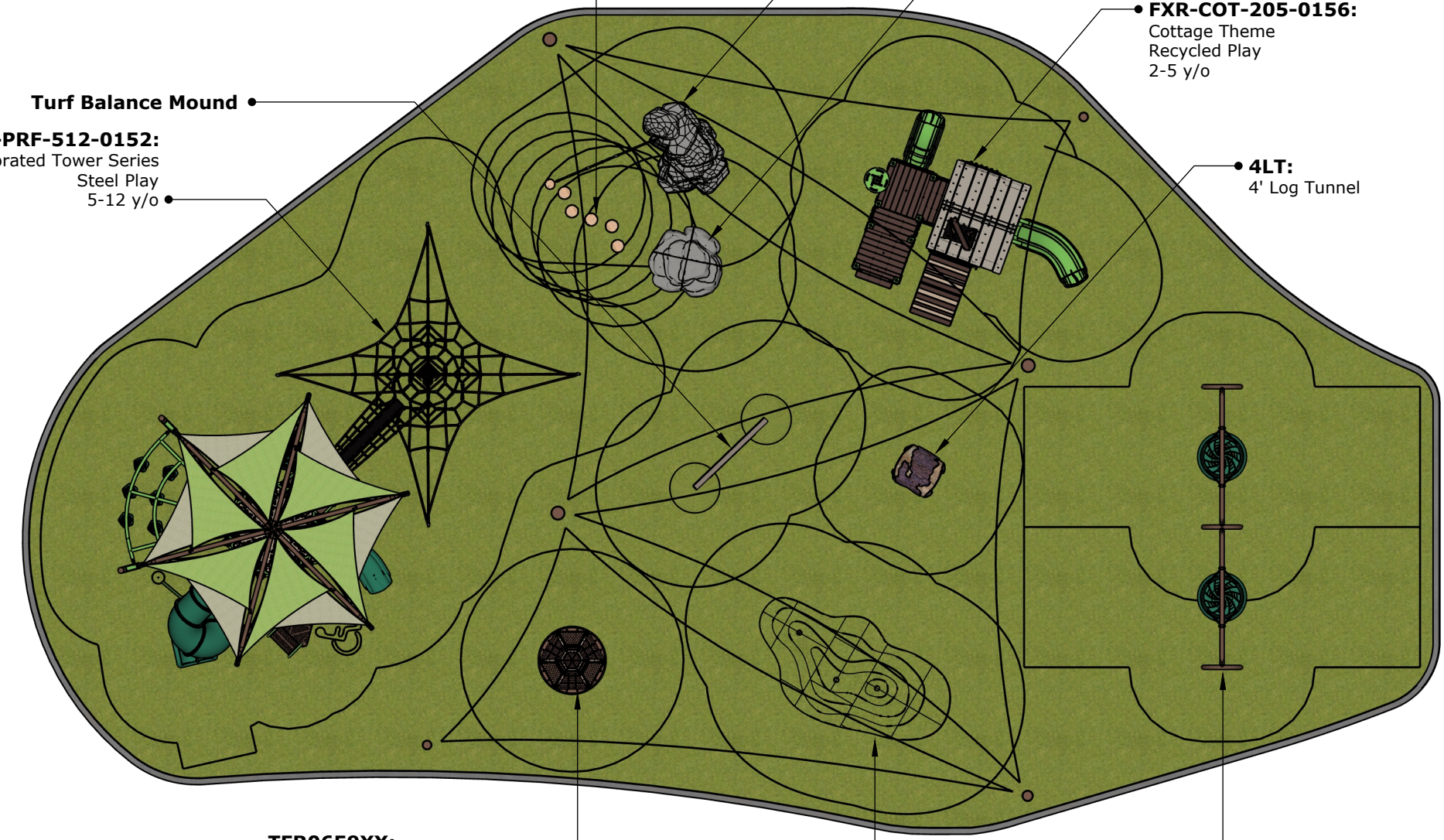









113'-6"
65'-8"
Approx. 5,661 sq ft of
Turf Surfacing Required
Custom Multi Sail Shade
Scale: 1/12" = 1'
0
6
12


TFR0649XX (x2), TFR0650XX (x2), TFR0651XX (x1):
12", 20", & 28" Log Stepper
UP502:
Spider Mountain
GRN-SM:
Small Granite Boulder
FXR-COT-205-0156:
Cottage Theme
Recycled Play
2-5 y/o
Turf Balance Mound
FXT-PRF-512-0152:
Perforated Tower Series
Steel Play
5-12 y/o
4LT:
4' Log Tunnel
TFR0659XX:
Inclusive Atom Spinner
Tiered Mountain Turf Mound
PLD0018XX:
3.5" Team Swing
PLD0019XX:
3.5" Team Swing Add-A Bay
Scale: 1/12" = 1'
0
6
12

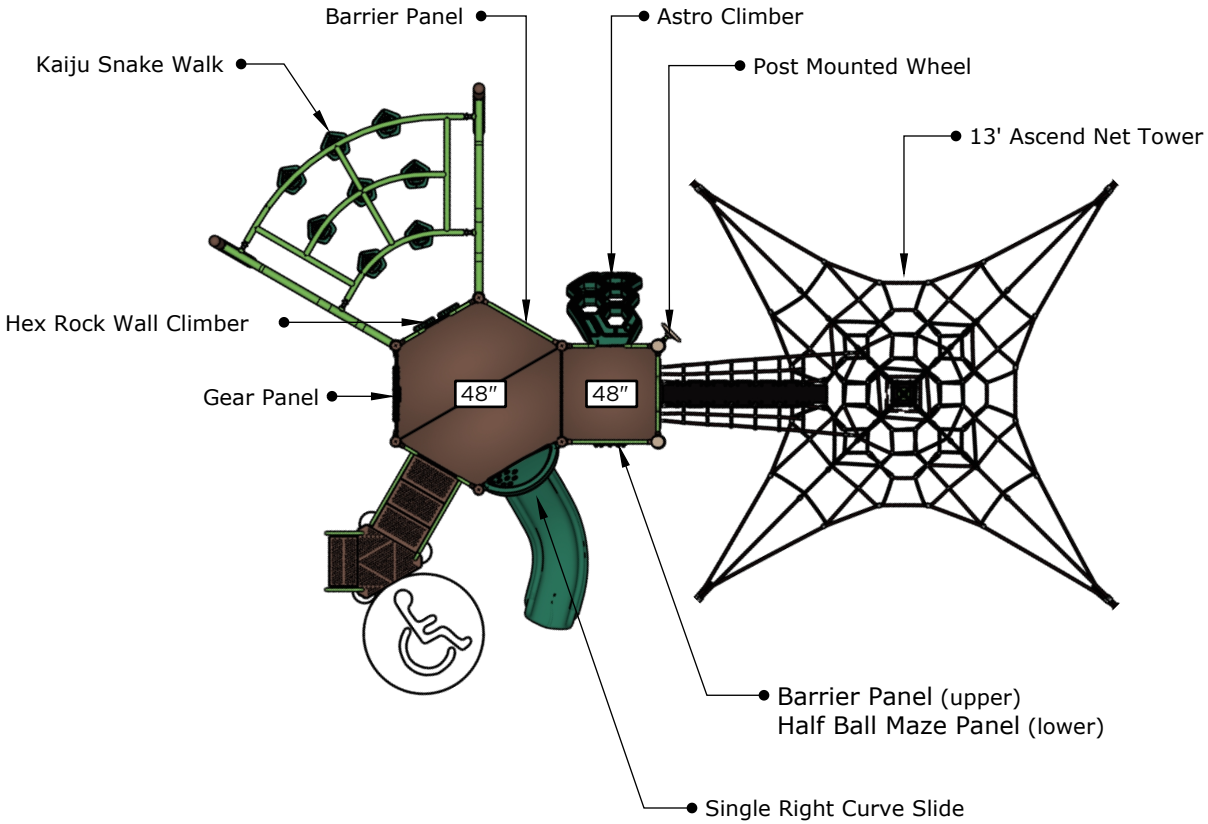




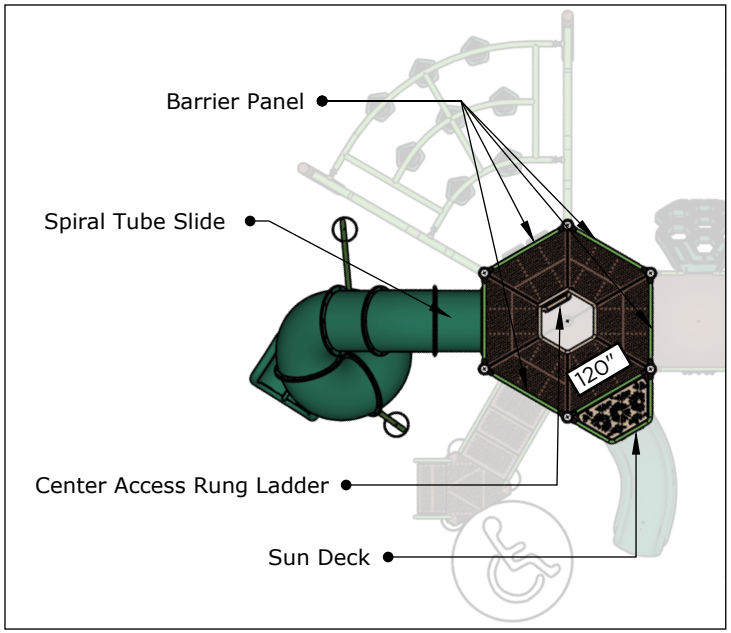
Structure: FXT-PRF-512-0152
Age: 5-12 / Series: 5” Steel / Theme: N/A

Preliminary Concept Design

Conceptual Renderings Only. Subject to change without notice upon submission



Tower Deck Level:

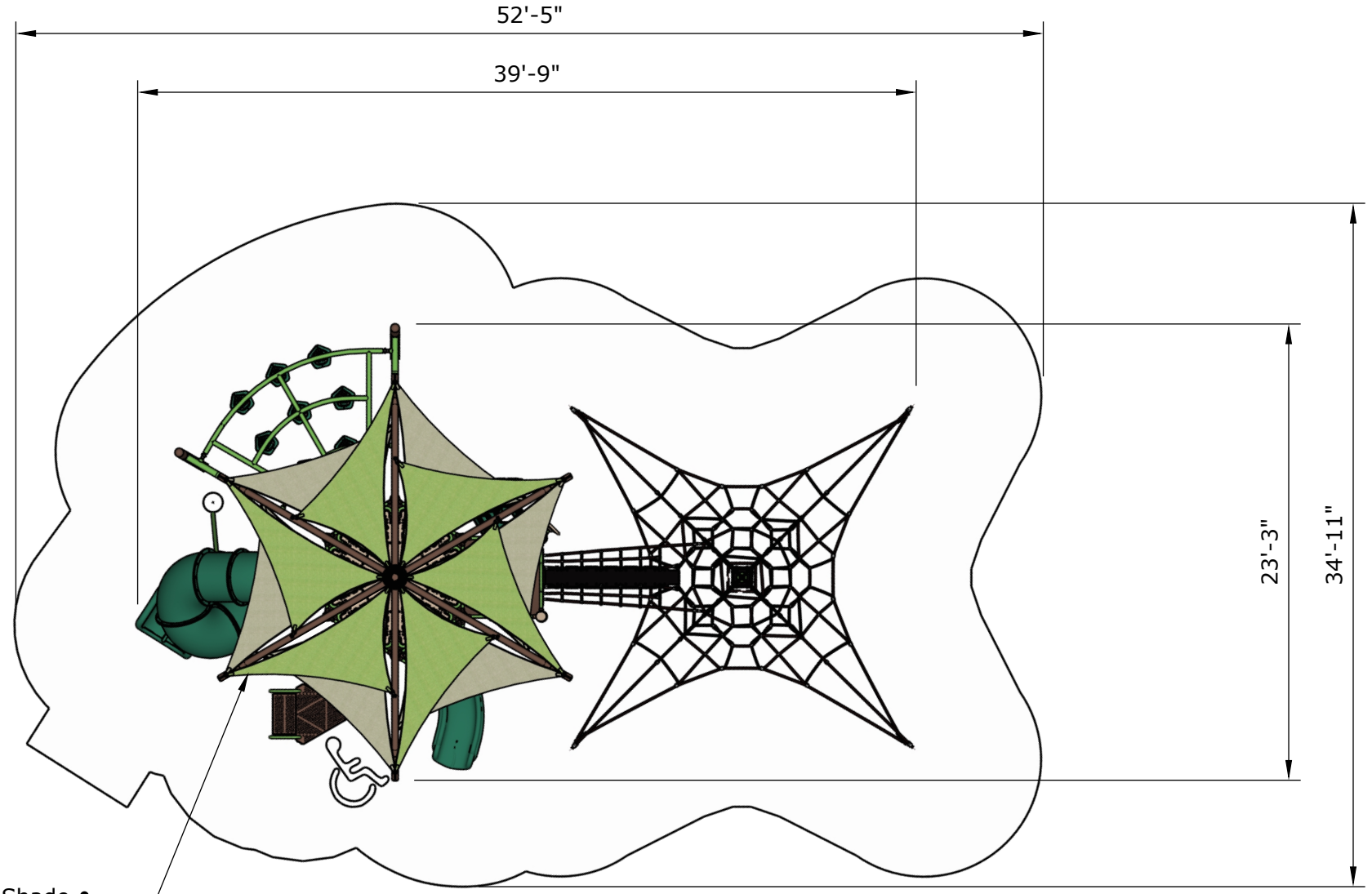


Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
5-12	73	53'x35'	10'	40'x24'	41	7

Scale: 1/8" = 1'

0 4 8

	Ground-Level Play Components on Accessible Route	Types of Ground Level Play Components on Accessible Route
Required	2	2
Provided	2	2

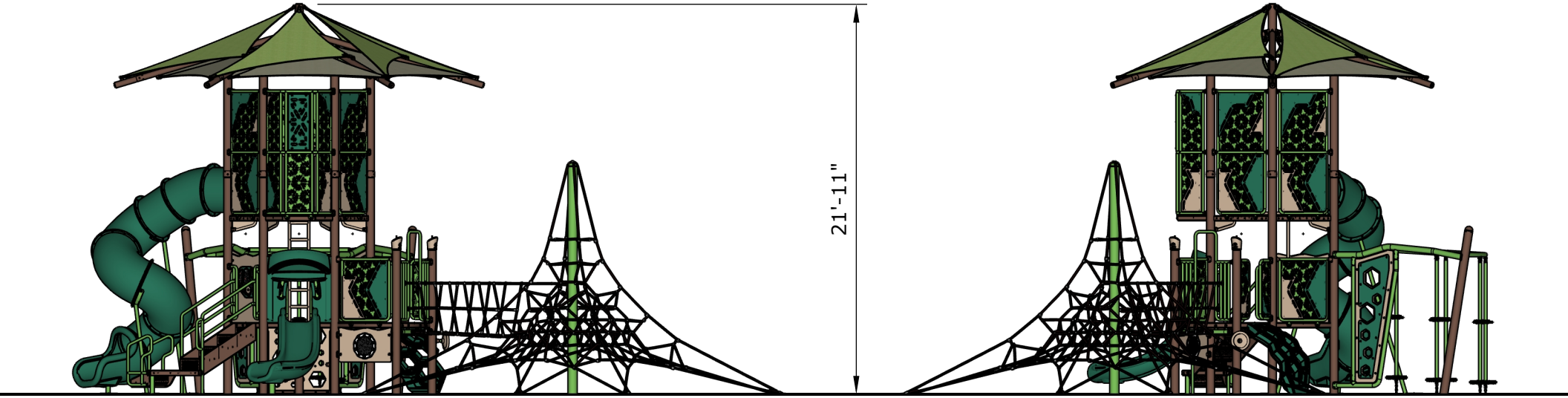


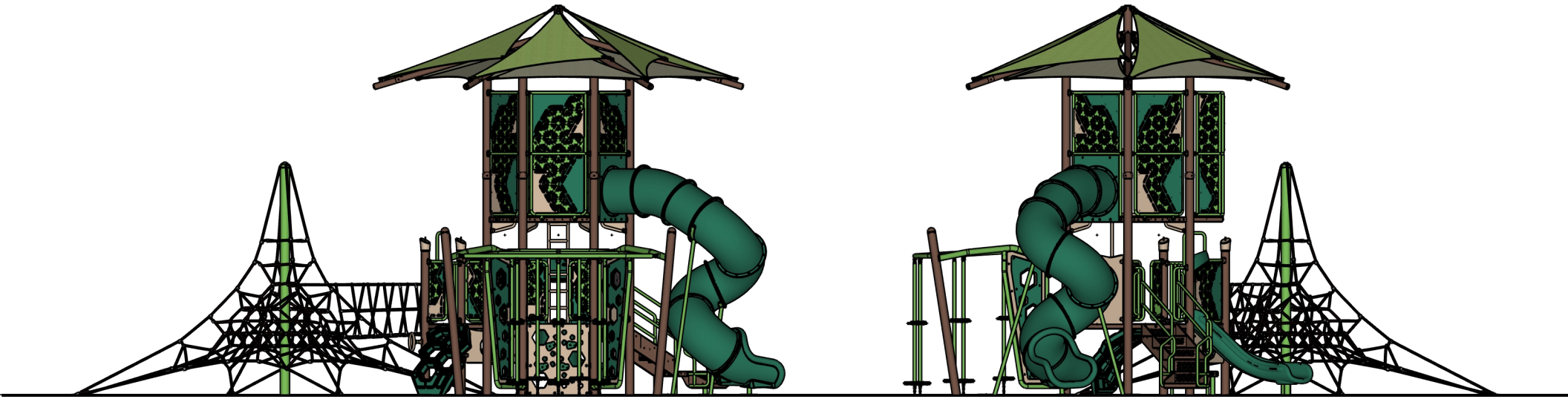
Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
5-12	73	53'x35'	10'	40'x24'	41	7

Scale: 1/8" = 1'

0 4 8

	Ground-Level Play Components on Accessible Route	Types of Ground Level Play Components on Accessible Route
Required	2	2
Provided	2	2





All Elevations From Finished Surface

Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
5-12	73	53'x35'	10'	40'x24'	41	7

Scale: 1/8" = 1'

0 4 8

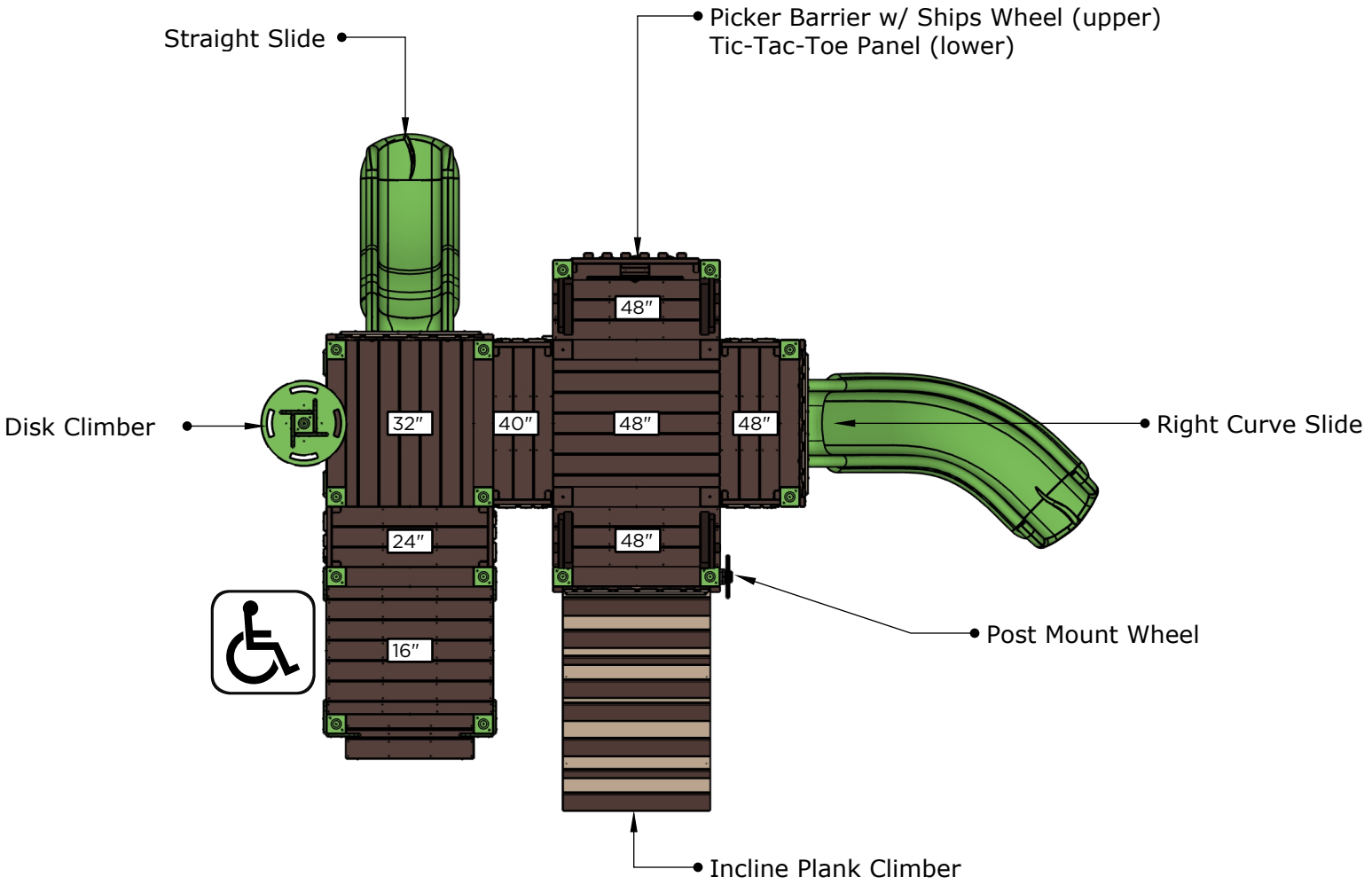
	Ground-Level Play Components on Accessible Route	Types of Ground Level Play Components on Accessible Route
Required	2	2
Provided	2	2









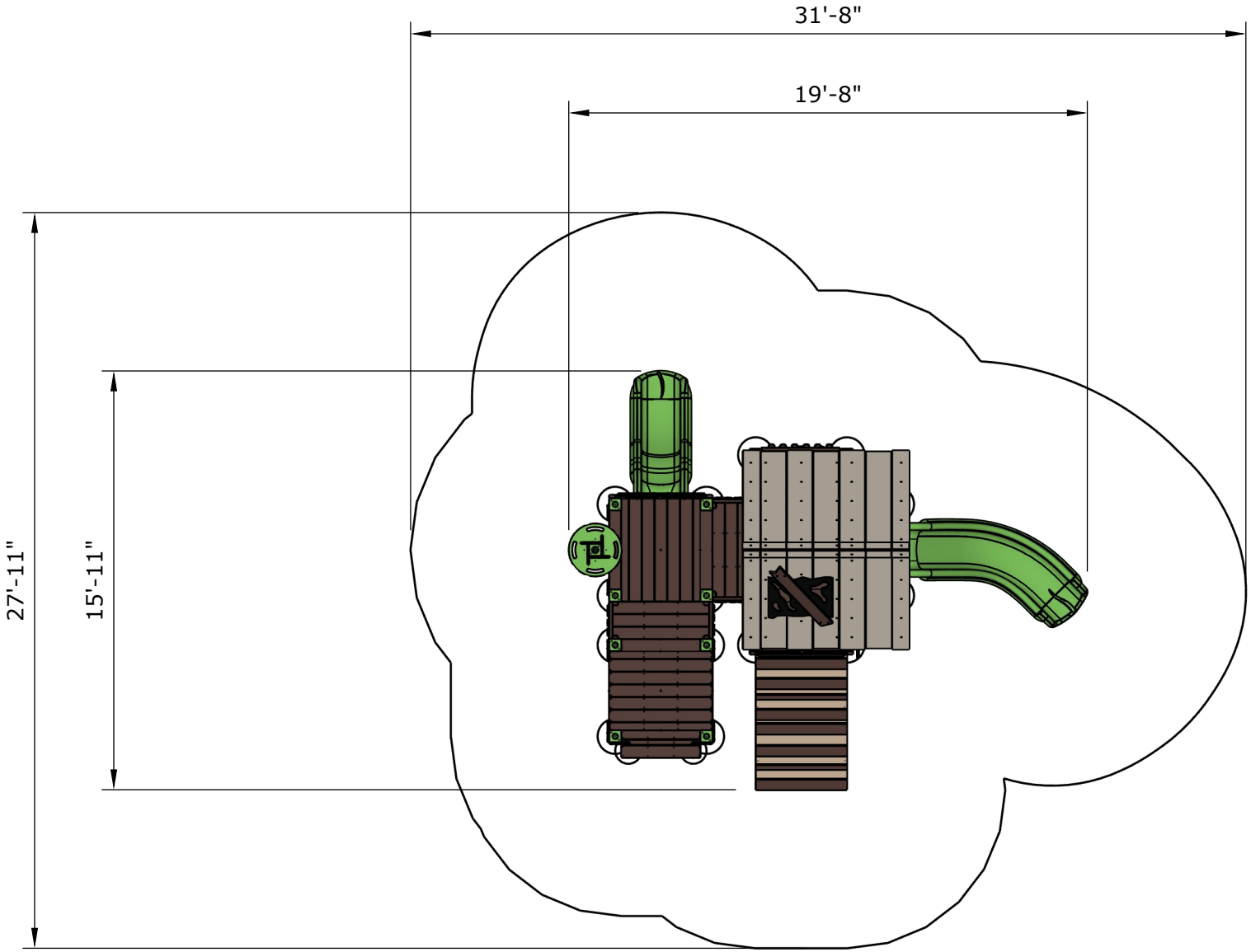


Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
2-5	54	32′x28′	48″	20′x16′	25	5

Scale: 1/4" = 1'

0 2 4

	Ground-Level Play Components on Accessible Route	Types of Ground Level Play Components on Accessible Route
Required	2	2
Provided	2	2

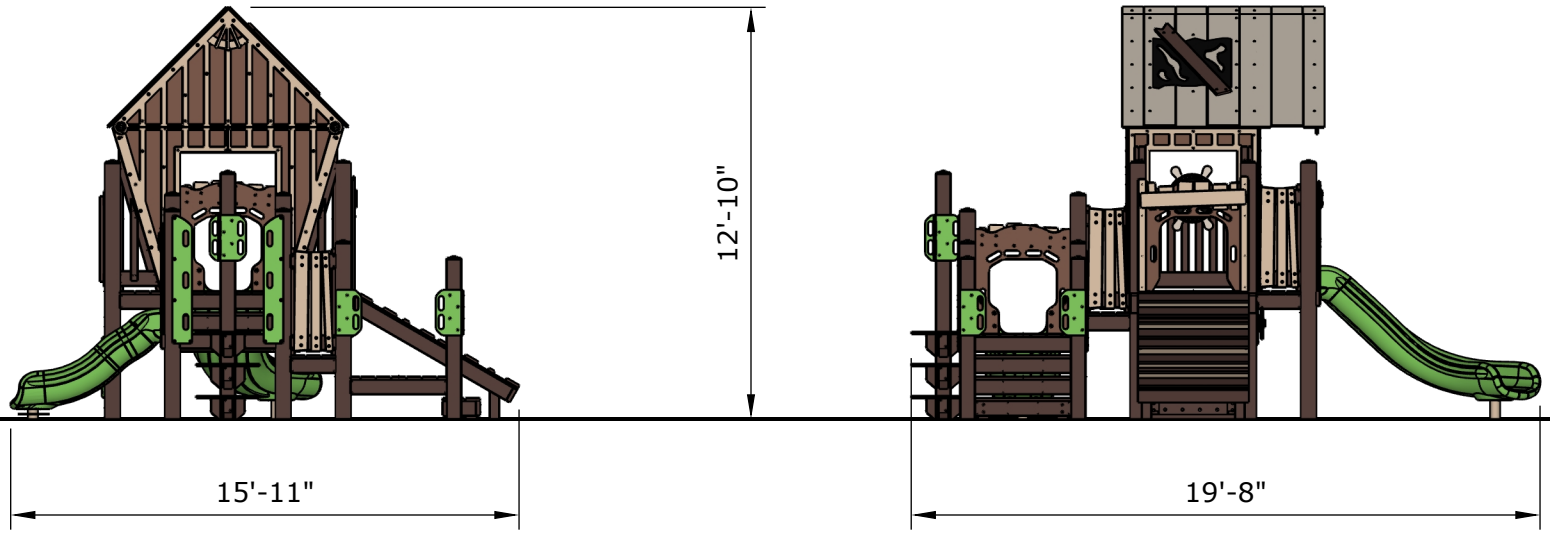


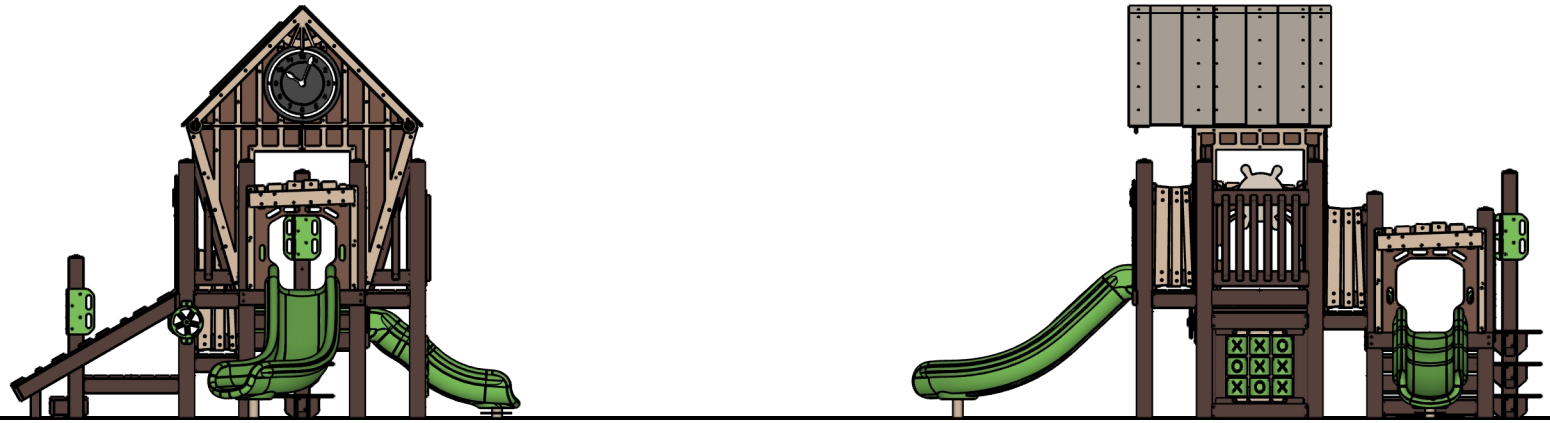
Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
2-5	54	32'x28'	48"	20'x16'	25	5

Scale: 1/6" = 1'

0 3 6

	Ground-Level Play Components on Accessible Route	Types of Ground Level Play Components on Accessible Route
Required	2	2
Provided	2	2





All Elevations From Finished Surface

Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
2-5	54	32'x28'	48"	20'x16'	25	5

Scale: 1/6" = 1'

0 3 6

	Ground-Level Play Components on Accessible Route	Types of Ground Level Play Components on Accessible Route
Required	2	2
Provided	2	2

Playgrounds Etc.
1410 W Texas Ave.
Midland, TX 79701
432-687-6388

Bid

Date	Bid #
11/25/2025	33790

Name / Address	Notes to Client
COM 300 N. Loraine Ave Midland TX 79701	Client is responsible for site prep, concrete curbing and drainage.

Rep	Project Location	Project
Amber Graham	Grasslands	Playground - Option - 3 R1

Item	Description	Qty	Rate	Total
FXT-PRF-512-0152	Custom Playground Design (5-12 y)	1	$136,373.71	$136,373.71
FXR-COT-205-0156	Custom cottage Unit (2-5 y)	1	$67,281.49	$67,281.49
Tiered Mountain Turf	Tiered Mountain Turf	1	$20,000.00	$20,000.00
Turf Balance Mound	Turf Balance Mound	1	$8,000.00	$8,000.00
TFR0659XX	Inclusive Atom Spinner	1	$8,930.00	$8,930.00
4LT	4' Log Tunnel	1	$8,363.08	$8,363.08
TFR0649XX	12" Standard Tree Stumps	2	$2,196.48	$4,392.96
TFR0650XX	20" Standard Tree Stumps	2	$2,681.64	$5,363.28
TFR0651XX	28" Standard Tree Stumps	1	$2,921.10	$2,921.10
UP502	Spider Mountain	1	$26,263.00	$26,263.00
GRN-SM	Small Climbing Boulder - Granite	1	$7,050.00	$7,050.00

SubTotal	
Sales Tax (0.0%)	
Total	

Thank you for the opportunity to quote your upcoming project. If you have any questions about this proposal or if you need to make any revisions, please contact your Design Consultant at 866-451-2814. We look forward to helping you complete your next project. This bid is good for 30 days.

November 25, 2025

Playgrounds Etc.
1410 W Texas Ave.
Midland, TX 79701
432-687-6388

Bid

Date	Bid #
11/25/2025	33790

Name / Address	Notes to Client
COM 300 N. Loraine Ave Midland TX 79701	Client is responsible for site prep, concrete curbing and drainage.

Rep	Project Location	Project
Amber Graham	Grasslands	Playground - Option - 3 R1

Item	Description	Qty	Rate	Total
PLD0018XX	3.5" Standard Inclusive Team Swing	1	$4,698.00	$4,698.00
PLD0019XX	3.5" Add-A-Bay Inclusive Team Swing	1	$4,172.00	$4,172.00
SRP SHADE	Custom Sail Shade	1	$52,265.71	$52,265.71
AT-CS	5,670 sq ft of artificial turf w/ padding installed over 4" stone base. High traffic turf near swings, slide, and spinner.	1	$108,945.00	$108,945.00
Bond	Bond	1	$7,300.00	$7,300.00
Freight	Freight	1		$19,500.00
Installation	Installation of items listed on this proposal	1		$104,971.43
Engineered Drawings	Engineered Drawings	1		$1,300.00
BuyBoard Discount	BuyBoard Discount, Vendor #781-25			-$48,500.00

SubTotal	$549,590.76
Sales Tax (0.0%)	$0.00
Total	**$549,590.76**

Approval Signature: _____ **Date:** _____

Thank you for the opportunity to quote your upcoming project. If you have any questions about this proposal or if you need to make any revisions, please contact your Design Consultant at 866-451-2814. We look forward to helping you complete your next project. This bid is good for 30 days.

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 by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. **All bonds must be executed on forms contained in these contract documents**. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, **or a bidder's bond on the form provided**, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for _____, hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20__ .

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PayB 2

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

"General Decision Number: TX20250261 03/14/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

---

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25 **	0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 13.93 ** 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 ** 0.34

OPERATOR: Forklift.....$ 14.83 ** 0.00

OPERATOR: Grader/Blade.....$ 13.37 ** 0.00

OPERATOR: Loader.....$ 13.55 ** 0.94

OPERATOR: Mechanic.....$ 17.52 ** 3.33

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 16.03 ** 0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and Spray).....$ 15.00 ** 0.73

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

SHEET METAL WORKER (HVAC Duct Installation Only).....$ 22.73 7.52

SHEET METAL WORKER, Excludes HVAC Duct Installation.....$ 19.50 0.00

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.74 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

==========

END OF GENERAL DECISION"

City Council Meeting

Item Number: 16.
Meeting Date: December 16, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF A DYNAPAC CP1200W PNEUMATIC ROLLER AND A MAXIMIZER 3B ASPHALT DISTRIBUTOR FROM ROMCO EQUIPMENT CO., THROUGH SOURCEWELL, AT A TOTAL COST OF $424,949.23; AND AUTHORIZING PAYMENT

Purpose:
Resolution approving the purchase of one (1) pneumatic roller from Romco Equipment Co. dba Romco Inc. through Sourcewell contract #06122-DYN, and one (1) 2,000-gallon asphalt distributor truck from Romco Inc. through Sourcewell contract #06122-VTL, at a total cost of $424,949.23.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the Garage Fund Operating Budget.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
Staff is recommending the purchase of one (1) pneumatic roller for $138,682.96 and one (1) 2,000-gallon asphalt distributor truck for $286,266.30 from Romco Equipment Co. dba Romco Inc. via Sourcewell contracts #06122-DYN, and #06122-VTL. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. The budget for this equipment for the fiscal year 2026 is $466,490.00, and these are replacements. Please see the attached memo from Manuel Eloy Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution approving the purchase of one (1) pneumatic roller from Romco Equipment Co. dba Romco Inc. via Sourcewell contract #06122-DYN, and one (1) 2,000-gallon asphalt distributor truck from Romco Inc. via Sourcewell contract #06122-VTL, at a total cost of $424,949.26.

Attachments:

A. 2026 memo for Pnuematic Roller (1)
B. 2026 memo for the Asphalt Distributor (1)
C. RESOLUTION W/EXH - Sourcewell - Pneumatic Roller and Asphalt Distributor Reso w Exh
D. Quote for Roller (1)
E. Quote for Distrubutor (1)
F. Pneumatic Roller Pics
G. Distributor Pics

Erika Munoz, General Services	Created/Initiated - 12/5/2025
Regina Stephenson, General Services	Approved - 12/5/2025
Christy Weakland, Finance	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/8/2025
Jose Ortiz, City Manager	Approved - 12/8/2025
Morris Williams, City Manager	Approved - 12/9/2025
Jan Hamilton, City Secretary	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Sourcewell Contract #060122-DYN for a Dynapac Pneumatic Roller

DATE: 11/18/25

Fleet services are requesting the purchase of (1) one Pneumatic Roller for the Transportation Department. This will be a replacement for a 2007 Pneumatic Roller that has gone past its serviceable life and is becoming very expensive to maintain as some parts are no longer available. The budgeted amount for FY 2026 for the purchasing of (1) one Pneumatic Roller is $151,018.00.

Romco Equipment Co. has submitted a quote for the purchasing of a new Dynapac Pneumatic Roller through Sourcewell Contract #060122-DYN in the amount of $138,682.96.

Fleet services accept this quote from Romco Equipment Co. for the purchase of a Dynapac Pneumatic Roller which meets all the specifications requested by the Transportation Department.

Sincerely,

Manuel Eloy Salinas

City of Midland Fleet Superintendent

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Sourcewell Contract #060122-VTL for a Maximizer 3B Asphalt Distributor

DATE: 11/14/25

Fleet services are requesting the purchase of (1) one Asphalt Distributor for the Transportation Department. This new unit will be a replacement for a 2013-year model, that has gone beyond its useful life and has become too costly to maintain. The budgeted amount for FY 2026 for the purchase of (1) one Asphalt Distributor is $315,472.00.

Romco Equipment Co. has submitted a quote through Sourcewell contract #060122-VTL for the total amount of $286,266.30 for the purchase of (1) one Maximizer 3B Asphalt Distributor.

Fleet services accept this quote from Romco Equipment Co. for the purchasing of the Asphalt Distributor which meets all specifications.

Sincerely,

Manuel Eloy Salinas

City of Midland Fleet Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A DYNAPAC CP1200W PNEUMATIC ROLLER AND A MAXIMIZER 3B ASPHALT DISTRIBUTOR FROM ROMCO EQUIPMENT CO., THROUGH SOURCEWELL, AT A TOTAL COST OF $424,949.23; AND AUTHORIZING PAYMENT

WHEREAS, Sourcewell is a cooperative purchasing agency with which the City participates on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Romco Equipment Co. ("Company") has submitted a total proposed cost to the City of $424,949.23 for the purchase of a Dynapac CP1200W pneumatic roller and a Maximizer 3B asphalt distributor (collectively, the "Equipment"), through Sourcewell, as shown on the quotes that are collectively attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Company for the purchase of the Equipment to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase the Equipment from Company, through Sourcewell;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager is hereby authorized and directed to purchase the Equipment from Company through Sourcewell at a total cost of $424,949.23.

SECTION TWO. Funding shall be available in the Garage Fund Operating Budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Company for the purchase of the Equipment upon receipt of proper invoices or statements approved by the 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., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

To: City Of Midland
From: Romco Equipment Co.

This is a quote for a new Dynapac CP1200W Pneumatic Roller with enclosed cab.
Operating ı Operating mass with cab - 12,200lbs, 82" rolling width, 74hp Cummins QSF 2.8 T4f engine, pressurize pressurized water system with electric pump.

Description:	List Price:
Dynapac CP1200W w/ enclosed cab	$165,472.00
LED Driving Light Kit (factory installed)	$1,696.00
Sourcewell 28% Discount	-$46,807.04
Contract #060122-DYN	
Subtotal after Sourcewell Discount	$120,360.96
Tariff Surcharge	$11,672.00
Freight (factory & final destination)	$4,800.00
PDI	$1,850.00
Total Purchase Price:	**$138,682.96**

Delivery: 4 month lead time

Accepted By:

Thank you for this opportunity,
Andrew Molina
Romco Equipment Co.
806-778-9221
806-745-1511
806-445-0543

Exhibit A

To: City Of Midland
From: Romco Equipment Co.

This is a quote for a New 2000 gallon Maximizer 3B Distributor Truck.
Standard features include: 8' to 16' fully circulating extending bar, auto in-cab controls, internal spraybar valves, 400 gal per min viking pump, enviro-flush clean out system, straightline start and stop, accurate application rate regardless of spraybar width or travel speed, 12 preset application rates.

Description:	List Price:
Maximizer 3B Distributor	$149,032.00
Options:	
PTO Transmission (required if not using front live power)	$3,301.00
Diesel burners with outfire protection and heat limit control	$2,541.00
Oil Heat System (tracing on sump,asphalt pump and interior of spraybar)	$12,480.00
Emulsion tank safety hand railing	$5,531.00
Washdown System with pump & with self winding reel w/ hose	$2,251.00
Loading Hose, 3'x15' rubber w/ quick couplers	$1,816.00
LED Work Light Package: Qty 4	$1,446.00
Extra fender mounted toolbox	$1,234.00
Wet storage box	$1,816.00
Full width mud flaps	$1,270.00
Back-up/reverse camera w/ in cab color display	$2,189.00
Machine total with options:	$184,907.00
Sourcewell Discount (10%): Contract # 060122-VTL	-$18,490.70
Total Sourcewell List Price:	$166,416.30
Truck Chassis (depending on availablity)	$110,500.00
Freight (factory freight and final destination)	$7,500.00
PDI	$1,850.00
Total Purchase Price:	**$286,266.30**

90 day lead time once chassis is delivered
FOB Midland, Tx
Thank you for this opportunity,

Accepted By:

Andrew Molina
Romco Equipment Co.
806-778-9221
806-745-1511
806-445-0543

To: City Of Midland
From: Romco Equipment Co.

This is a quote for a new Dynapac CP1200W Pneumatic Roller with enclosed cab.
Operating ı Operating mass with cab - 12,200lbs, 82" rolling width, 74hp Cummins QSF 2.8 T4f engine, pressurize pressurized water system with electric pump.

Description:	List Price:
Dynapac CP1200W w/ enclosed cab	$165,472.00
LED Driving Light Kit (factory installed)	$1,696.00
Sourcewell 28% Discount	-$46,807.04
Contract #060122-DYN	
Subtotal after Sourcewell Discount	$120,360.96
Tariff Surcharge	$11,672.00
Freight (factory & final destination)	$4,800.00
PDI	$1,850.00
Total Purchase Price:	**$138,682.96**

Delivery: 4 month lead time

Accepted By:

Thank you for this opportunity,
Andrew Molina
Romco Equipment Co.
806-778-9221
806-745-1511
806-445-0543

To: City Of Midland
From: Romco Equipment Co.

This is a quote for a New 2000 gallon Maximizer 3B Distributor Truck.
Standard features include: 8' to 16' fully circulating extending bar, auto in-cab controls, internal spraybar valves, 400 gal per min viking pump, enviro-flush clean out system, straightline start and stop, accurate application rate regardless of spraybar width or travel speed, 12 preset application rates.

Description:	List Price:
Maximizer 3B Distributor	$149,032.00
Options:	
PTO Transmission (required if not using front live power)	$3,301.00
Diesel burners with outfire protection and heat limit control	$2,541.00
Oil Heat System (tracing on sump,asphalt pump and interior of spraybar)	$12,480.00
Emulsion tank safety hand railing	$5,531.00
Washdown System with pump & with self winding reel w/ hose	$2,251.00
Loading Hose, 3'x15' rubber w/ quick couplers	$1,816.00
LED Work Light Package: Qty 4	$1,446.00
Extra fender mounted toolbox	$1,234.00
Wet storage box	$1,816.00
Full width mud flaps	$1,270.00
Back-up/reverse camera w/ in cab color display	$2,189.00
Machine total with options:	$184,907.00
Sourcewell Discount (10%): Contract # 060122-VTL	-$18,490.70
Total Sourcewell List Price:	$166,416.30
Truck Chassis (depending on availablity)	$110,500.00
Freight (factory freight and final destination)	$7,500.00
PDI	$1,850.00
Total Purchase Price:	**$286,266.30**

90 day lead time once chassis is delivered
FOB Midland, Tx
Thank you for this opportunity,

Accepted By:

Andrew Molina
Romco Equipment Co.
806-778-9221
806-745-1511
806-445-0543

Current Pneumatic Roller



New Pneumatic Roller





Current Distributor



New Distributor



City Council Meeting

Item Number: 17.
Meeting Date: December 16, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR 150 MOTOR GRADER AND TWO (2) CATERPILLAR 420 AE4 BACKHOE LOADERS FROM WARREN POWER & MACHINERY INC. D/B/A WARREN CAT, THROUGH SOURCEWELL, AT A TOTAL COST OF $730,379.19; AND AUTHORIZING PAYMENT

Purpose:
Resolution approving the purchase of one (1) Motor Grader and two (2) Backhoe Loaders from Warren Power & Machinery Inc. dba Warren Cat through Sourcewell contract #020223-CAT for a total cost of $730,379.19 for the Garage Division.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the Garage Fund Operating Budget.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Staff is recommending the purchase of one (1) Motor Grader for Transportation for $412,100.00 and two (2) Backhoe Loaders, one for Transportation for $162,004.63 with a multi-purpose bucket, and one for $156,274.56 with a general purpose bucket for Water & Wastewater from Warren Power & Machinery Inc. dba Warren Cat through Sourcewell contract #020223- CAT. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. The budget for this equipment for the fiscal year 2026 is $786,980.00. Please see the attached memo from Manuel Eloy Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution approving the purchase of one (1) Motor Grader and two (2) Backhoe Loaders from Warren Power & Machinery Inc. dba Warren Cat through Sourcewell contract #020223-CAT for a total cost of $730,379.19 for the Garage Division.

Attachments:

A. 2026 memo for Motor Grader
B. 2026 memo for a Transportation Backhoe
C. 2026 memo for Cat backhoe loader
D. RESOLUTION W/EXH - Sourcewell - Motor Graders and Backhoe Loaders Reso w Exh
E. Quote for Motor Grader
F. Quote Backhoe- Transportation
G. Quote for Backhoe-WWW
H. Motor Grader Pics
I. Transportation Backhoe Pics
J. WWW Backhoe Pics

Erika Munoz, General Services	Created/Initiated - 12/5/2025
Regina Stephenson, General Services	Approved - 12/5/2025
Christy Weakland, Finance	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/8/2025
Jose Ortiz, City Manager	Approved - 12/8/2025
Morris Williams, City Manager	Approved - 12/9/2025
Jan Hamilton, City Secretary	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Sourcewell Contract # 020223-CAT for a Motor Grader

DATE: 11/20/25

Fleet services are requesting for the purchase of (1) one Motor Grader for the Transportation Department. This new Motor Grader will be a replacement for a 2014-year model that has gone beyond its serviceable life. The budgeted amount for FY 2026 for the purchase of one Motor Grader is $458,080.00.

Warren Cat has submitted a quote through Sourcewell Contract # 020223-CAT in the amount of 412,100.00 for the purchase of one Caterpillar Motor Grader.

Fleet services accepts this quote from Warren Cat for the purchase of one Caterpillar Motor Grader which meets all the specifications requested by the Transportation Department.

Sincerely,

Manuel Eloy Salinas

City of Midland Fleet Superintendent

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Sourcewell Contract # 020223-CAT for a Backhoe

DATE: 11/24/25

Fleet services are requesting the purchase of (1) one Backhoe for the Transportation Department. This new Backhoe will be a replacement for a 2012-year model that has gone beyond its serviceable life. This 15-year-old model is becoming too costly to maintain and some parts are no longer available for the repairs. The budgeted amount for the purchasing of one Backhoe for FY 2026 is $174,900.00.

Warren Caterpillar has submitted a quote through Sourcewell Contract # 020223-CAT in the amount of $162,004.63 for the purchase of one 420 AE4 Caterpillar Backhoe.

Fleet services accept this quote for the purchase of a new backhoe from Warren Caterpillar, which meets all specifications requested by the Transportation Department.

Sincerely,

Manuel Eloy Salinas

City of Midland Fleet Superintendent

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buy Board Contract # 9984010 for Backhoe Loader

DATE: 11/20/25

Fleet services are requesting the purchase of (1) one Backhoe Loader for the Water and Wastewater Department. This purchase will be a replacement for a 2012-year model that has several mechanical and hydraulic issues that have become very costly to service and maintain. The budgeted amount for FY2026 for the purchasing of one Backhoe Loader is $154,000.00.

Warren Cat has submitted a quote through Buy Board Contract # 9984010 in the amount of $156,274.56 for the purchase on one Caterpillar Backhoe Loader.

Fleet services accepts this quote from Warren Cat for the purchase of one Caterpillar Backhoe Loader which meets all the specifications requested by the Water and Wastewater department.

Sincerely,

Manuel Eloy Salinas

City of Midland Fleet Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR 150 MOTOR GRADER AND TWO (2) CATERPILLAR 420 AE4 BACKHOE LOADERS FROM WARREN POWER & MACHINERY INC. D/B/A WARREN CAT, THROUGH SOURCEWELL, AT A TOTAL COST OF $730,379.19; AND AUTHORIZING PAYMENT

WHEREAS, Sourcewell is a cooperative purchasing agency with which the City participates on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Warren Power & Machinery Inc. d/b/a Warren Cat ("Company") has submitted a total proposed cost to the City of $730,379.19 for the purchase of a Caterpillar 150 Motor Grader and two (2) Caterpillar 420 AE4 Backhoe Loaders (collectively, the "Equipment"), through Sourcewell, as shown on the quotes that are collectively attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by the Company for the purchase of the Equipment to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase the Equipment from Company, through Sourcewell;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager is hereby authorized and directed to purchase the Equipment from Company through Sourcewell at a total cost of $730,379.19.

SECTION TWO. Funding shall be available in the Garage Fund Operating Budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Company for the purchase of the Equipment upon receipt of proper invoices or statements approved by the 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., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

Sourcewell Quote
Warren CAT Contract # 020223-CAT

Quote 325988-02

Nov 19, 2025

CITY OF MIDLAND
FLEET SERVICES DIVISION
MIDLAND
Texas
79702-1152

Attention: Jesse Zamora

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: **150 Motor Graders** with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C151090 **SERIAL NUMBER:** 0EB410127 **YEAR:** 2025 **SMU:** 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jonathan King
Machine Sales Representative

MACHINE SPECIFICATIONS

150 15A MOTOR GRADER	577-2897
GLOBAL ARRANGEMENT,LOW AMBIENT	385-9297
ENGINE, TIER IV	567-4688
BLADE, 14' X 27" X 1"	243-6704
CUTTING EDGE, 14' BLADE	233-7143
END BITS, OVERLAY	233-7160
COLD WEATHER PACKAGE	394-4521
LINES, W/O ACCUMULATOR	305-2927
PRECLEANER, SY-KLONE	380-6775
DRAIN, GRAVITY, ENGINE OIL	324-5328
BASE + 2 (FL,RIP)	385-8095
STARTER, ELEC, EXTREME DUTY	395-3547
LIGHTS, ARM, FOLD DOWN	536-9969
HEADLIGHTS, FRONT, LOW, LED	553-2588
LIGHTS, ROADING, LED	550-6608
CAB, PLUS (STANDARD GLASS)	385-9554
CAB, PLUS (INTERIOR)	397-7457
SEAT BELT	394-1492
NO CAT GRADE ARO	585-3097
CONTROL,AUTO ARTICULATION-DEMO	483-2354
JOYSTICK CONTROLS, BASIC	357-9151
GUARD GP, HITCH	323-6970
SERIALIZED TECHNICAL MEDIA KIT	421-8926
DECALS, ENGLISH (U.S.)	442-9940
LIGHTS, WORKING, PLUS, LED	552-7285
MOUNTING, WARNING LIGHT	361-3137
LIGHTS, SERVICE, INTERNAL	380-3070
LIGHTS, LED STROBE BEACON	604-3258
MIRRORS, OUTSIDE HEATED 24V	344-0984
GUARD, TRANSMISSION	366-2459
TANK, FUEL, STANDARD	540-2373
FAN, REVERSING, TND	542-4661
HEATER, ENGINE COOLANT, 120V	249-5516
CIRCLE SAVER	521-3250
RIPPER ARRANGEMNT	637-6813
SHANKS/TEETH, RIPPER/SCARIFIER	4K-3330
PUSH PLATE, COUNTERWEIGHT HD	367-6842
TIRES,14.0R24 MX XGLA2 * G2 MP	252-0679
TOP ADJUST DRAWBAR	657-8163
CAMERA, REAR VISION	641-6876
PRODUCT LINK, CELLULAR PLE743	641-0129
COOLANT, 50/50, -35C (-31F)	469-8157
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
STORAGE PROTECTION	0P-2918
ROLL ON-ROLL OFF	0P-2265
LANE 3 ORDER	0P-9003
150 CPM	646-7615

SELL PRICE	$412,100.00
NET BALANCE DUE	**$412,100.00**
EXT WARRANTY	Included
AFTER TAX BALANCE	**$412,100.00**

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	150-60 MO/5000 HR PREMIER

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
$412,100.00	$412,100.00

Sourcewell Quote
-Warren CAT # 020223-CAT

Quote 326130-01

Nov 20, 2025

CITY OF MIDLAND
BUY BOARD # 9984010
FLEET SERVICES DIVISION
MIDLAND
Texas
79702-1152

Attention: **Jesse Zamora**

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: **420 AE4 Backhoe** Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C157725 **SERIAL NUMBER:** 0H8T06981 **YEAR:** **SMU:**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jonathan King
Machine Sales Representative

MACHINE SPECIFICATIONS

420 07A BHL CFG2	542-7992
LANE 2 ORDER	0P-9002
TIRES, 340 80R18/500 70R24, MX	320-2384
ENG, 74.5KW, C3.6, T4F	541-9540
BUCKET-ROCK, HD, 24", 7.0 FT3	219-3396
STABILIZER PADS, FLIP-OVER	9R-6007
INSTRUCTIONS, ANSI	559-0872
LOADER BUCKET PINS	545-8548
SHIPPING/STORAGE PROTECTION	461-6839
BELT, SEAT, 2" SUSPENSION	206-1747
SERIALIZED TECHNICAL MEDIA KIT	421-8926
RUST PREVENTATIVE APPLICATOR	462-1033
CUTTING EDGE, TWO PIECE	9R-5321
TRIM PACKAGE 3	642-9588
PRODUCT LINK, CELLULAR, PLE643	639-4880
420 LANE 2 ZCON	626-9389
BUCKET-MP, 1.3 YD3, PO, BOCE	337-7438
PINS, SPARE	318-9902
COUPLER, PG, MAN.D.LOCK, BHL	444-7500
HAMMER, B8S	532-9208
LINES, B6-B8 HAMMER, BHL	570-6298
BRACKET, BHL 45-50MM, LG	567-9320

SELL PRICE	$162,004.63
CSA	Included
NET BALANCE DUE	**$162,004.63**
EXT WARRANTY	Included
AFTER TAX BALANCE	**$162,004.63**

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	420-60 MO/3500 HR PREMIER
CSA	1 YR / 500 HR PM KIT W/ CONNECTIVITY

F.O.B/TERMS:
Odessa

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
$162,004.63	$162,004.63

Sourcewell Quote
Warren CAT Contract # 020223-CAT

Quote 325988-02

Nov 19, 2025

CITY OF MIDLAND
FLEET SERVICES DIVISION
MIDLAND
Texas
79702-1152

Attention: Jesse Zamora

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: **150 Motor Graders** with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C151090 **SERIAL NUMBER:** 0EB410127 **YEAR:** 2025 **SMU:** 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jonathan King
Machine Sales Representative

MACHINE SPECIFICATIONS

150 15A MOTOR GRADER	577-2897
GLOBAL ARRANGEMENT,LOW AMBIENT	385-9297
ENGINE, TIER IV	567-4688
BLADE, 14' X 27" X 1"	243-6704
CUTTING EDGE, 14' BLADE	233-7143
END BITS, OVERLAY	233-7160
COLD WEATHER PACKAGE	394-4521
LINES, W/O ACCUMULATOR	305-2927
PRECLEANER, SY-KLONE	380-6775
DRAIN, GRAVITY, ENGINE OIL	324-5328
BASE + 2 (FL,RIP)	385-8095
STARTER, ELEC, EXTREME DUTY	395-3547
LIGHTS, ARM, FOLD DOWN	536-9969
HEADLIGHTS, FRONT, LOW, LED	553-2588
LIGHTS, ROADING, LED	550-6608
CAB, PLUS (STANDARD GLASS)	385-9554
CAB, PLUS (INTERIOR)	397-7457
SEAT BELT	394-1492
NO CAT GRADE ARO	585-3097
CONTROL,AUTO ARTICULATION-DEMO	483-2354
JOYSTICK CONTROLS, BASIC	357-9151
GUARD GP, HITCH	323-6970
SERIALIZED TECHNICAL MEDIA KIT	421-8926
DECALS, ENGLISH (U.S.)	442-9940
LIGHTS, WORKING, PLUS, LED	552-7285
MOUNTING, WARNING LIGHT	361-3137
LIGHTS, SERVICE, INTERNAL	380-3070
LIGHTS, LED STROBE BEACON	604-3258
MIRRORS, OUTSIDE HEATED 24V	344-0984
GUARD, TRANSMISSION	366-2459
TANK, FUEL, STANDARD	540-2373
FAN, REVERSING, TND	542-4661
HEATER, ENGINE COOLANT, 120V	249-5516
CIRCLE SAVER	521-3250
RIPPER ARRANGEMNT	637-6813
SHANKS/TEETH, RIPPER/SCARIFIER	4K-3330
PUSH PLATE, COUNTERWEIGHT HD	367-6842
TIRES,14.0R24 MX XGLA2 * G2 MP	252-0679
TOP ADJUST DRAWBAR	657-8163
CAMERA, REAR VISION	641-6876
PRODUCT LINK, CELLULAR PLE743	641-0129
COOLANT, 50/50, -35C (-31F)	469-8157
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
STORAGE PROTECTION	0P-2918
ROLL ON-ROLL OFF	0P-2265
LANE 3 ORDER	0P-9003
150 CPM	646-7615

SELL PRICE	$412,100.00
NET BALANCE DUE	**$412,100.00**
EXT WARRANTY	Included
AFTER TAX BALANCE	**$412,100.00**

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	150-60 MO/5000 HR PREMIER

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
$412,100.00	$412,100.00

Sourcewell Quote
-Warren CAT # 020223-CAT

Quote 326130-01

Nov 20, 2025

CITY OF MIDLAND
BUY BOARD # 9984010
FLEET SERVICES DIVISION
MIDLAND
Texas
79702-1152

Attention: **Jesse Zamora**

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: **420 AE4 Backhoe** Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C157725 **SERIAL NUMBER:** 0H8T06981 **YEAR:** **SMU:**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jonathan King
Machine Sales Representative

MACHINE SPECIFICATIONS

420 07A BHL CFG2	542-7992
LANE 2 ORDER	0P-9002
TIRES, 340 80R18/500 70R24, MX	320-2384
ENG, 74.5KW, C3.6, T4F	541-9540
BUCKET-ROCK, HD, 24", 7.0 FT3	219-3396
STABILIZER PADS, FLIP-OVER	9R-6007
INSTRUCTIONS, ANSI	559-0872
LOADER BUCKET PINS	545-8548
SHIPPING/STORAGE PROTECTION	461-6839
BELT, SEAT, 2" SUSPENSION	206-1747
SERIALIZED TECHNICAL MEDIA KIT	421-8926
RUST PREVENTATIVE APPLICATOR	462-1033
CUTTING EDGE, TWO PIECE	9R-5321
TRIM PACKAGE 3	642-9588
PRODUCT LINK, CELLULAR, PLE643	639-4880
420 LANE 2 ZCON	626-9389
BUCKET-MP, 1.3 YD3, PO, BOCE	337-7438
PINS, SPARE	318-9902
COUPLER, PG, MAN.D.LOCK, BHL	444-7500
HAMMER, B8S	532-9208
LINES, B6-B8 HAMMER, BHL	570-6298
BRACKET, BHL 45-50MM, LG	567-9320

SELL PRICE	$162,004.63
CSA	Included
NET BALANCE DUE	**$162,004.63**
EXT WARRANTY	Included
AFTER TAX BALANCE	**$162,004.63**

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	420-60 MO/3500 HR PREMIER
CSA	1 YR / 500 HR PM KIT W/ CONNECTIVITY

F.O.B/TERMS:
Odessa

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
$162,004.63	$162,004.63

Sourcewell Quote

Quote 325945-01

Nov 18, 2025

CITY OF MIDLAND
BUY BOARD # 9984010
FLEET SERVICES DIVISION
MIDLAND
Texas
79702-1152

Attention: Rex Swearinger

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: **420 AE4 Backhoe Loaders** with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C156420 **SERIAL NUMBER:** 0H8T06952 **YEAR:** 2025 **SMU:** 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jonathan King
Machine Sales Representative

MACHINE SPECIFICATIONS

420 07A BHL CFG2	542-7992
LANE 3 ORDER	0P-9003
BUCKET-GP, 1.4 YD3, PO	337-7388
ENG, 74.5KW, C3.6, T4F	541-9540
BELT, SEAT, 2" SUSPENSION	206-1747
HYD, GP, 6FCN	542-7772
COLD WEATHER PACKAGE, 120V	551-6940
AUTO-UP STABILIZERS	567-5090
TIRES, 340 80R18/500 70R24, MX	320-2384
CAB, DLX	544-0883
SERIALIZED TECHNICAL MEDIA KIT	421-8926
PLATE GROUP, BOOM WEAR	423-7607
LOADER BUCKET PINS	545-8548
STABILIZER PADS, FLIP-OVER	9R-6007
STD RADIO (12V)	540-2298
DISPLAY, TOUCH SCREEN	545-5048
WORKLIGHTS (8) LED LAMPS	491-6736
SHIPPING/STORAGE PROTECTION	461-6839
RIDE CONTROL	551-6453
LINES, AUX COMBO, E-STICK	548-1231
STICK, EXT, 14'	543-4284
INSTRUCTIONS, ANSI	559-0872
CTWT, 1015 LBS	337-9696
BUCKET-ROCK, HD, 24", 7.0 FT3	219-3396
AIR CONDITIONER, T4F	542-7810
SEAT, DLX FABRIC	611-0339
RUST PREVENTATIVE APPLICATOR	462-1033
CUTTING EDGE, TWO PIECE	9R-5321
GUARD, STABILIZER	353-1389
PT, 2WS, PSHF	544-1066
PRODUCT LINK, DUAL MODE,PLE683	559-1294
420 LANE 3 ZCON	626-9390
PINS, SPARE	318-9902
COUPLER, PG, MAN.D.LOCK, BHL	444-7500
PINS, BUCKET, BHL-F, 45MM-50MM	178-3593
HAMMER, B8S	532-9208
LINES, B6-B8 HAMMER, BHL	570-6298
BRACKET, BHL 45-50MM, LG	567-9320

SELL PRICE	$156,274.56
CSA	Included
NET BALANCE DUE	**$156,274.56**
EXT WARRANTY	Included
AFTER TAX BALANCE	**$156,274.56**

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	420-60 MO/3500 HR PREMIER
CSA	1 YR / 500 HR PM KIT W/ CONNECTIVITY

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
$156,274.56	$156,274.56

Current Motor Grader



New Motor Grader



Current Transportation Backhoe



New Transportation Backhoe



Current Water & Waste Water Backhoe



New Water & Waste Water Backhoe



City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: **December 16, 2025**

TO: City Council / City Manager

FROM: Justine Ruff, Director of Airports

SUBJECT: Resolution authorizing the execution of a contract with W-B Companies, Inc. in the amount of $2,173,343.80 for the MAF Airfield Snow Removal Vehicles and Equipment Project at Midland International Air & Space Port and appropriating funds for said project

---

Purpose:
Resolution authorizing the execution of a contract with W-B Companies, Inc. in the amount of $2,173,343.80 for the MAF Airfield Snow Removal Vehicles and Equipment Project at the Midland International Air & Space Port and appropriate funds for said project.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Passenger Facility Charge (PFC)		$ 2,706,384.00
	Total	$ 2,706,384.00

Breakout of Costs

Construction Phase Airport Admin Costs		$ 11,350.00
Construction Phase Engineering Fee		$ 37,835.00
Construction Phase Administrative and AS&IR Consultants		$ 49,186.00
Construction Improvements Snow Removal Vehicle Bid		$ 2,173,343.80
Construction Contingency		$ 434,669.20
Recommended Construction Phase Appropriation	**Total**	**$ 2,706,384.00**

Appropriation Language:

That the sum of $2,706,384.00 is hereby appropriated from the PFC Fund (506) Unappropriated Fund Balance and transferred to the Airfield Snow Removal Acquisition Project (700351-506).

Discussion:

At the September 10, 2024 City Council meeting, Council adopted a resolution authorizing a capital funding plan for Airport Improvements. The approved plan included 18 projects, one of which was the Midland International Air & Space Port Snow Removal Project.

This project was publicly advertised in August 2025, and sealed bids were opened on October 29, 2025. W-B Companies Inc. submitted the sole bid for the snow removal vehicles component of the project.

The scope of work includes the procurement and delivery of two Multi-Task Equipment (MTE) units. Each unit consists of a commercial-grade 4x4 carrier chassis equipped with an eight-cubic-yard dump bed, a 22-foot snow plow, a 20-foot rotary broom, and a high-velocity air blast system. Each vehicle is designed as an integrated system capable of plowing, sweeping, and air-blasting in a single operation.

The MTE units will be used for high-speed plowing, sweeping, and removal of ice and snow from airfield operational areas, including runways, taxiways, and aprons. All equipment will meet the requirements of FAA Advisory Circular 150/5220-20A, *Airport Snow and Ice Control Equipment*, as well as SAE ARP 5548, *Multi-Tasking Equipment for Airfield Snow Removal*.

This project is funded with 100% Passenger Facility Charges (PFC), with no impact to the City’s General Fund.

The contract specifies a completion timeline of 600 consecutive calendar days from issuance of the notice to proceed.

RESOLUTION NO._____

RESOLUTION AWARDING A CONTRACT FOR THE MAF AIRFIELD SNOW REMOVAL VEHICLES AND EQUIPMENT PROJECT TO M-B COMPANIES INC. AT A TOTAL COST OF $2,173,343.80; APPROVING $434,669.20 FOR CONTINGENCIES; AND APPROPRIATING AND TRANSFERRING FUNDS

WHEREAS, the City approved specifications and authorized the advertisement for bids for the MAF Airfield Snow Removal Vehicles and Equipment Project, which includes the procurement and delivery of two (2) custom-built, multi-task equipment (MTE) units designed for high-speed plowing, sweeping, and removing of ice and snow from airfield operational areas (the "Project"); and

WHEREAS, the City received one (1) responsive bid, with said bid being submitted by M-B Companies Inc. ("Company") for a total cost of $2,173,343.80 for the Project; and

WHEREAS, the City Council finds the price proposed by Company for the Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Company for the Project and to appropriate and transfer necessary funds; and

WHEREAS, the City Council finds it to be in the public interest to approve $434,669.20 for contingencies;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the 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 Company for the Project at a total cost of $2,173,343.80. Said contract shall be on file in the office of the City Secretary and referenced by the date and number of this Resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or increase of $50,000.00 or less, and (2) the change orders, in total, do not increase the original contract price by more than $434,669.20.

SECTION THREE. That the sum of $2,706,384.00 shall be appropriated from the PFC Fund (506) Unappropriated Fund Balance and transferred to the Airfield Snow Removal Acquisition Project (700351-506).

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Company in accordance with the provisions of the above-referenced contract and change orders executed in accordance with this Resolution in an amount not to exceed $2,608,013.00 from available funds in the Airfield Snow Removal Acquisition Project (700351-506) upon receipt of proper invoices or statements approved by the 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., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Justine Ruff, Director of Airports

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 19.
Meeting Date: December 16, 2025
To: City Council
From: Justine Ruff, Airport Director
Subject: RESOLUTION AWARDING A CONTRACT FOR THE MAF AIRFIELD ANTI-ICING/DEICING VEHICLE AND EQUIPMENT PROJECT TO WAUSAU EQUIPMENT COMPANY LLC AT A TOTAL COST OF $698,913.00; APPROVING $139,782.00 FOR CONTINGENCIES; AND APPROPRIATING AND TRANSFERRING FUNDS

Purpose:
Resolution authorizing the execution of a contract with Wausau Equipment Company LLC in the amount of $698,913.00 for the MAF Airfield Anti-Icing/Deicing Vehicle Project at Midland International Air & Space Port and appropriating funds for said project.

Recommended Action:
Approve

Fiscal Impact:

Fiscal Impact:

Passenger Facility Charge (PFC)		$ 870,324.00
	Total	**$ 870,324.00**

Breakout of Costs

Construction Phase Airport Admin Costs	$	3,650.00
Construction Phase Engineering Fee	$	12,165.00
Construction Phase Administrative and AS&IR Consultants	$	15,814.00
Construction Improvements Snow Removal Vehicle Bid	$	698,913.00
Construction Contingency	$	139,782.00
Recommended Construction Total	**$**	**870,324.00**

Phase Appropriation

Appropriation Language:

That the sum of $870,324.00 is hereby appropriated from the PFC Fund (506) Unappropriated Fund Balance and transferred to the Airfield Snow Removal Acquisition Project (700351-506).

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
At the September 10, 2024 City Council meeting, Council adopted a resolution authorizing a capital funding plan for Airport Improvements. This plan included 18 projects, one of which was the Midland International Air & Space Port Snow Removal Project.

The project was publicly advertised in August 2025, and sealed bids were opened on October 30, 2025. Two bids were received, and Wausau Equipment Company LLC submitted the lowest responsive bid for the Airfield Anti-Icing/Deicing Vehicle and Equipment portion of the project.

The contract includes the procurement and delivery of the following equipment:
- One (1) 4,000-gallon Airfield Liquid Anti-Icing/Deicing Applicator equipped with 75-foot booms, mounted on a commercial 6x4 carrier chassis with a 22-foot high-speed reversible plow.
- The unit is designed as an integrated system, combining the carrier vehicle, product tank, and dispensing equipment to apply liquid chemicals for anti-icing and deicing operations.
- The primary use of this equipment is the rapid application of liquid deicing/anti-icing chemicals on airfield operational areas, including runways, taxiways, and aprons.
- All components will conform to FAA Advisory Circular 150/5220-20A (Airport Snow & Ice Control Equipment) and SAE ARP 5559 (Airfield Liquid Deicing/Anti-Icing Chemical Applicators).

This project is funded 100% through Passenger Facility Charges (PFCs).

The contract specifies a completion timeline of 500 consecutive calendar days from the issuance of the Notice to Proceed.

Attachments:
A. memo - Award deicing Equipement
B. RESOLUTION - Contract for MAF Airfield Anti-Icing-Deicing Vehicle Project Reso

Rebecca Boyd, Airports	Created/Initiated - 12/2/2025
Justine Ruff, Airports	Approved - 12/4/2025
Christy Weakland, Finance	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/9/2025
Jose Ortiz, City Secretary	Approved - 12/9/2025
Morris Williams, City Manager	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/10/2025

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: **December 16, 2025**

TO: City Council / City Manager

FROM: Justine Ruff, Director of Airports

SUBJECT: Resolution authorizing the execution of a contract with Wausau Equipment Company LLC in the amount of $698,913.00 for the MAF Airfield Anti-Icing/Deicing Vehicle Project at Midland International Air & Space Port and appropriating funds for said project

---

Purpose:
Resolution authorizing the execution of a contract with Wausau Equipment Company LLC in the amount of $698,913.00 for the MAF Airfield Anti-Icing/Deicing Vehicle Project at the Midland International Air & Space Port and appropriate funds for said project.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Passenger Facility Charge (PFC)		$ 870,324.00
	Total	$ 870,324.00

Breakout of Costs

Construction Phase Airport Admin Costs		$ 3,650.00
Construction Phase Engineering Fee		$ 12,165.00
Construction Phase Administrative and AS&IR Consultants		$ 15,814.00
Construction Improvements Snow Removal Vehicle Bid		$ 698,913.00
Construction Contingency		$ 139,782.00
Recommended Construction Phase Appropriation	**Total**	**$ 870,324.00**

Appropriation Language:

That the sum of $870,324.00 is hereby appropriated from the PFC Fund (506) Unappropriated Fund Balance and transferred to the Airfield Snow Removal Acquisition Project (700351-506).

Discussion:

At the September 10, 2024 City Council meeting, Council adopted a resolution authorizing a capital funding plan for Airport Improvements. This plan included 18 projects, one of which was the Midland International Air & Space Port Snow Removal Project.

The project was publicly advertised in August 2025, and sealed bids were opened on October 30, 2025. Two bids were received, and Wausau Equipment Company LLC submitted the lowest responsive bid for the Airfield Anti-Icing/Deicing Vehicle and Equipment portion of the project.

The contract includes the procurement and delivery of the following equipment:

- One (1) 4,000-gallon Airfield Liquid Anti-Icing/Deicing Applicator equipped with 75-foot booms, mounted on a commercial 6x4 carrier chassis with a 22-foot high-speed reversible plow.
- The unit is designed as an integrated system, combining the carrier vehicle, product tank, and dispensing equipment to apply liquid chemicals for anti-icing and deicing operations.
- The primary use of this equipment is the rapid application of liquid deicing/anti-icing chemicals on airfield operational areas, including runways, taxiways, and aprons.
- All components will conform to FAA Advisory Circular 150/5220-20A (Airport Snow & Ice Control Equipment) and SAE ARP 5559 (Airfield Liquid Deicing/Anti-Icing Chemical Applicators).

This project is funded 100% through Passenger Facility Charges (PFCs).

The contract specifies a completion timeline of 500 consecutive calendar days from the issuance of the Notice to Proceed.

RESOLUTION NO._____

RESOLUTION AWARDING A CONTRACT FOR THE MAF AIRFIELD ANTI-ICING/DEICING VEHICLE AND EQUIPMENT PROJECT TO WAUSAU EQUIPMENT COMPANY LLC AT A TOTAL COST OF $698,913.00; APPROVING $139,782.00 FOR CONTINGENCIES; AND APPROPRIATING AND TRANSFERRING FUNDS

WHEREAS, the City approved specifications and authorized the advertisement for bids for the MAF Airfield Anti-Icing/Deicing Vehicle and Equipment Project, which includes the procurement and delivery of a custom-built, 4,000-gallon airfield liquid anti-icing/deicing applicator equipped with 75-food booms, mounted on a commercial 6x4 carrier chassis with a 22-foot high-speed reversible plow (the "Project"); and

WHEREAS, the City received two (2) responsive bids, with the lowest bid being submitted by Wausau Equipment Company LLC ("Company") for a total cost of $698,913.00 for the Project; and

WHEREAS, the City Council finds the price proposed by Company for the Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Company for the Project and to appropriate and transfer necessary funds; and

WHEREAS, the City Council finds it to be in the public interest to approve $139,782.00 for contingencies;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the 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 Company for the Project at a total cost of $698,913.00. Said contract shall be on file in the office of the City Secretary and referenced by the date and number of this Resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change

order involves a decrease or increase of $50,000.00 or less, and (2) the change orders, in total, do not increase the original contract price by more than $139,782.00.

SECTION THREE. That the sum of $870,324.00 shall be appropriated from the PFC Fund (506) Unappropriated Fund Balance and transferred to the Airfield Snow Removal Acquisition Project (700351-506).

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Company in accordance with the provisions of the above-referenced contract and change orders executed in accordance with this Resolution in an amount not to exceed $838,695.00 from available funds in the Airfield Snow Removal Acquisition Project (700351-506) upon receipt of proper invoices or statements approved by the 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., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Justine Ruff, Director of Airports

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 20.
Meeting Date: December 16, 2025
To: City Council
From: Justine Ruff, Airport Director
Subject: MOTION AUTHORIZING THE EXECUTION OF AIRLINE-AIRPORT USE AND LEASE AGREEMENTS WITH AMERICAN AIRLINES INC., SOUTHWEST AIRLINES CO., AND UNITED AIRLINES, INC. (COLLECTIVELY, THE "AIRLINES"); SAID AIRLINE-AIRPORT USE AND LEASE AGREEMENTS SHALL SET FORTH THE RIGHTS AND OBLIGATIONS OF THE CITY OF MIDLAND AND THE AIRLINES FOR THE AIRLINES' RESPECTIVE USE AND OCCUPANCY OF THE MIDLAND INTERNATIONAL AIR & SPACE PORT; AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO EXECUTE ALL DOCUMENTS AND INSTRUMENTS NECESSARY AND APPROPRIATE TO CARRY OUT THE INTENT OF SAID AIRLINE-AIRPORT USE AND LEASE AGREEMENTS

Purpose:
Motion authorizing the execution of new Airline Use and Lease Agreements with American Airlines, Southwest Airlines, and United Airlines at Midland International Air & Space Port and approving the transition from a fixed-rate model to a hybrid compensatory/residual model to ensure long-term financial sustainability, fund capital improvements, and align MAF's cost structure with industry standards.

Recommended Action:
Approve

Fiscal Impact:

Summary of Rates

(Fiscal Years Ending September 30)

Airline Rates & Charges	ACTUALS 2024	ESTIMATED 2025	BUDGET 2026	2027	2028	2029
Landing Fee Rate (per 1,000 lbs)						
Signatory	$ 0.70	$ 2.59	$ 3.25	$ 3.17	$ 3.14	$ 4.13
Non-Signatory	$ 0.88	$ 3.24	$ 4.07	$ 3.96	$ 3.93	$ 5.16
Terminal Rental Rate (per sq.ft.)						
Signatory	$ 20.50	$ 131.83	$ 142.23	$ 140.87	$ 153.15	$ 157.54
Non-Signatory	$ 25.63	$ 164.79	$ 177.78	$ 176.09	$ 191.44	$ 196.92
Per Use Rate						
Gate & Concourse	$ 35.41	$ 223.81	$ 241.46	$ 239.15	$ 260.00	$ 267.45
Commuter Gate	$ -	$ 156.67	$ 169.02	$ 167.41	$ 182.00	$ 187.22
Check-in Area	$ 17.74	$ 130.43	$ 140.72	$ 139.38	$ 151.53	$ 155.87
Cost Per Enplanement (CPE)						
CPE	$ 2.02	$ 12.11	$ 13.00	$ 12.60	$ 13.07	$ 14.41
CPE After Revenue Sharing	$ 2.02	$ 7.33	$ 8.54	$ 9.22	$ 11.90	$ 14.41
Debt Service						
Debt Service Annual Payment	$ -	$ -	$ -	$ -	$ 1,682,526	$ 7,800,804
Debt Service Coverage Calculation						
Debt Service Coverage	N/A	N/A	N/A	N/A	$ 11.10	$ 2.60
Revenue						
Airline Revenues	$ 1,668,085	$ 9,289,315	$ 10,587,649	$ 10,512,126	$ 11,184,215	$ 12,631,787
Airline Revenue After Revenue Sharing	$ 1,668,085	$ 5,624,033	$ 6,955,096	$ 7,691,523	$ 10,184,215	$ 12,631,787

Strategic Priority:

PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:

Midland International Air & Space Port (MAF) has completed an extensive review of its airline use and lease agreements. Working with Ricondo and Kaplan & Kirsch, the airport has developed a transition from a fixed-rate model to a hybrid compensatory/residual financial model. This shift is recommended for three primary reasons:

1. Expiration of Federal COVID-19 Relief Funds: The COVID-related grants that previously supplemented MAF's operating expenses by $4–$5 million annually expired in 2024.
2. End of City Subsidy: As of 2022, MAF no longer receives a subsidy from the City of Midland and is expected to remain self-sustaining going forward.
3. Implementation of a $375 Million Five-Year Capital Plan: The newly adopted capital program, funded through a combination of airport revenues, federal/state grants, and airport revenue bonds, requires a more sustainable and equitable financial structure.

A core metric in evaluating airport financial health is cost per enplanement (CPE), which measures the revenue an airport collects from airlines per departing passenger. Ricondo's analysis found that MAF's CPE has been significantly below peer airports. From 2018 to 2022, MAF's CPE averaged $2-$3, compared to $8-$12 at Lubbock Preston Smith International Airport and $8-$15 at Rick Husband Amarillo International Airport.

Following negotiations, MAF has secured three new executed airline agreements with American Airlines, Southwest Airlines, and United Airlines. Under the hybrid compensatory/residual structure, these contracts will gradually increase MAF's CPE into the $7-$14 range between 2025 and 2029. As a result, airline revenues are projected to grow from $1.6 million in 2024 to between $5.5 million in 2025 and $12.5 million by 2029.

This new financial model strengthens MAF’s long-term sustainability, aligns the airport with industry standards, and supports the funding necessary to execute the airport’s ambitious capital development program.

Attachments:

A. memo - Airline Contracts
B. 2025-09-24 MAF RC Budget Model

Rebecca Boyd, Airports	Created/Initiated - 12/3/2025
Justine Ruff, Airports	Approved - 12/4/2025
Christy Weakland, Finance	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/8/2025
Jose Ortiz, City Manager	Approved - 12/9/2025
Morris Williams, City Manager	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: **December 16, 2025**

TO: City Council / City Manager

FROM: Justine Ruff, Director of Airports

SUBJECT: Resolution authorizing the execution of new Airline Use and Lease Agreements with American Airlines, Southwest Airlines, and United Airlines at Midland International Air & Space Port and approving the transition from a fixed rate model to a hybrid compensatory/residual financial model.

Purpose:
Resolution authorizing the execution of new Airline Use and Lease Agreements with American Airlines, Southwest Airlines, and United Airlines at Midland International Air & Space Port and approving the transition from a fixed-rate model to a hybrid compensatory/residual model to ensure long-term financial sustainability, fund capital improvements, and align MAF's cost structure with industry standards.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

See attachment

Discussion:

Midland International Air & Space Port (MAF) has completed an extensive review of its airline use and lease agreements. Working with Ricondo and Kaplan & Kirsch, the airport has developed a transition from a fixed-rate model to a hybrid compensatory/residual financial model. This shift is recommended for three primary reasons:

1. Expiration of Federal COVID-19 Relief Funds: The COVID-related grants that previously supplemented MAF's operating expenses by $4–$5 million annually

expired in 2024.
2. End of City Subsidy: As of 2022, MAF no longer receives a subsidy from the City of Midland and is expected to remain self-sustaining going forward.
3. Implementation of a $375 Million Five-Year Capital Plan: The newly adopted capital program, funded through a combination of airport revenues, federal/state grants, and airport revenue bonds, requires a more sustainable and equitable financial structure.

A core metric in evaluating airport financial health is cost per enplanement (CPE), which measures the revenue an airport collects from airlines per departing passenger. Ricondo's analysis found that MAF's CPE has been significantly below peer airports. From 2018 to 2022, MAF's CPE averaged $2-$3, compared to $8-$12 at Lubbock Preston Smith International Airport and $8-$15 at Rick Husband Amarillo International Airport.

Following negotiations, MAF has secured three new executed airline agreements with American Airlines, Southwest Airlines, and United Airlines. Under the hybrid compensatory/residual structure, these contracts will gradually increase MAF's CPE into the $7-$14 range between 2025 and 2029. As a result, airline revenues are projected to grow from $1.6 million in 2024 to between $5.5 million in 2025 and $12.5 million by 2029.

This new financial model strengthens MAF's long-term sustainability, aligns the airport with industry standards, and supports the funding necessary to execute the airport's ambitious capital development program.

Summary of Rates

(Fiscal Years Ending September 30)

Airline Rates & Charges	ACTUALS 2024	ESTIMATED 2025	BUDGET 2026	2027	2028	2029
Landing Fee Rate (per 1,000 lbs)						
Signatory	$ 0.70	$ 2.59	$ 3.25	$ 3.17	$ 3.14	$ 4.13
Non-Signatory	$ 0.88	$ 3.24	$ 4.07	$ 3.96	$ 3.93	$ 5.16
Terminal Rental Rate (per sq.ft.)						
Signatory	$ 20.50	$ 131.83	$ 142.23	$ 140.87	$ 153.15	$ 157.54
Non-Signatory	$ 25.63	$ 164.79	$ 177.78	$ 176.09	$ 191.44	$ 196.92
Per Use Rate						
Gate & Councourse	$ 35.41	$ 223.81	$ 241.46	$ 239.15	$ 260.00	$ 267.45
Commuter Gate	$ -	$ 156.67	$ 169.02	$ 167.41	$ 182.00	$ 187.22
Check-in Area	$ 17.74	$ 130.43	$ 140.72	$ 139.38	$ 151.53	$ 155.87
Cost Per Enplanement (CPE)						
CPE	$ 2.02	$ 12.11	$ 13.00	$ 12.60	$ 13.07	$ 14.41
CPE After Revenue Sharing	$ 2.02	$ 7.33	$ 8.54	$ 9.22	$ 11.90	$ 14.41
Debt Service						
Debt Service Annual Payment	$ -	$ -	$ -	$ -	$ 1,682,526	$ 7,800,804
Debt Service Coverage Calculation						
Debt Service Coverage	N/A	N/A	N/A	N/A	$ 11.10	$ 2.60
Revenue						
Airline Revenues	$ 1,668,085	$ 9,289,315	$ 10,587,649	$ 10,512,126	$ 11,184,215	$ 12,631,787
Airline Revenue After Revenue Sharing	$ 1,668,085	$ 5,624,033	$ 6,955,096	$ 7,691,523	$ 10,184,215	$ 12,631,787

City Council Meeting

Item Number: 21.
Meeting Date: December 16, 2025
To: City Council
From: Justine Ruff, Airport Director
Subject: MOTION REJECTING THE SOLE BID RECEIVED FOR THE CONSTRUCTION OF THE VEHICLE PARKING P6 PROJECT AT THE MIDLAND INTERNATIONAL AIR & SPACEPORT

Purpose:
Motion rejecting the sole bid received for the New Parking Lot P6 Project at Midland International Air & Space Port.

Recommended Action:
Approve

Fiscal Impact:
To be determined

Strategic Priority:
TRANSPARENT & CONSISTENT COMMUNICATION

Discussion:
In September the P6 Parking lot project was advertised for bids. A prebid meeting was held on October 2nd with three prospective bidders present. A single bid was received on October 29th for more than 20% over the Engineer's Opinion of Probable Cost. Staff is requesting that the one bid received be rejected and the project will be rebid in the future.

Attachments:
A. memo - Parking Lot P6 reject single bid

Rebecca Boyd, Airports	Created/Initiated - 12/4/2025
Justine Ruff, Airports	Approved - 12/4/2025
Christy Weakland, Finance	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/5/2025
Jose Ortiz, City Manager	Approved - 12/5/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: December 16, 2025

TO: City Council / City Manager

FROM: Justine Ruff, Director of Airports

SUBJECT: Motion rejecting the sole bid received for the New Parking Lot P6 project at Midland International Air & Space Port.

Purpose:

Motion rejecting the sole bid received for the New Parking Lot P6 Project at Midland International Air & Space Port.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Financial Impact:

To be determined

Discussion:

In September the P6 Parking lot project was advertised for bids. A prebid meeting was held on October 2nd with three prospective bidders present. A single bid was received on October 29th for more than 20% over the Engineer's Opinion of Probable Cost. Staff is requesting that the one bid received be rejected and the project will be rebid in the future.

City Council Meeting

Item Number: 22.
Meeting Date: December 16, 2025
To: City Council
From: Sara Harris, Executive Director | Midland Development Corporation
Subject: MOTION APPROVING AN AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE MIDLAND COMMUNITY COLLEGE DISTRICT

Purpose:
The Board of Directors of the Midland Development Corporation approved at a regular meeting on December 1, 2025 a resolution authorizing the execution of an amended and restated economic development agreement with the Midland Community College District to expand Midland College's Transportation Training Program.

Recommended Action:
Approve

Fiscal Impact:
$0

Strategic Priority:
STRONG ECONOMY WITH MORE QUALITY JOBS

Discussion:
Amends and restates Midland Development Corporation’s agreement with Midland College to expand the Transportation Training Program. The amended and restated agreement provides additional time for Midland College to meet the training and certification requirements. Under the agreement, MDC provided Midland College $209,635.78 in 2024 to purchase a new Peterbilt tractor-trailer to expand the capacity of the Transportation Training Program. The amended and restated agreement does not authorize any additional expenditures.

Attachments:
None

Sara Harris, City Manager	Created/Initiated - 12/2/2025
Jose Ortiz, City Manager	Approved - 12/4/2025
Morris Williams, City Manager	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/5/2025
Jose Ortiz, City Manager	Approved - 12/5/2025

Morris Williams, City Manager
Kathy Rauda, City Secretary

Approved - 12/8/2025
Final Approval - 12/9/2025

City Council Meeting

Item Number: 23.
Meeting Date: December 16, 2025
To: City Council
From: Sara Harris, Executive Director | Midland Development Corporation
Subject: MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND HIGHER ORBITS, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES

Purpose:
The Board of Directors of the Midland Development Corporation approved at a regular meeting on December 1, 2025 a resolution authorizing the execution of a promotional agreement with Higher Orbits, Inc. to advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises.

Recommended Action:
Approve

Fiscal Impact:
$60,000.00

Strategic Priority:
STRONG ECONOMY WITH MORE QUALITY JOBS

Discussion:
This promotional agreement supports three STEM/aerospace educational events guided by astronauts. These events are open to all Midland Independent School District students in grades 7-12. The MDC will provide $60,000 and the balance of the funding for the program comes from the Midland Education Foundation. MDC's partnership with Higher Orbits has been ongoing since 2021, at the same level of support.

Attachments:
A. Higher Orbits Promotional Agreement 2025_MDC executed

Sara Harris, City Manager	Created/Initiated - 12/2/2025
Jose Ortiz, City Manager	Approved - 12/4/2025
Morris Williams, City Manager	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/5/2025
Jose Ortiz, City Manager	Approved - 12/6/2025

Morris Williams, City Manager
Kathy Rauda, City Secretary

Approved - 12/8/2025
Final Approval - 12/9/2025

PROMOTIONAL AGREEMENT

THIS PROMOTIONAL AGREEMENT ("***Agreement***") is made and effective the 9th day of December, 2025, by and between the MIDLAND DEVELOPMENT CORPORATION ("***MDC***"), an economic development corporation existing under the authority of Chapter of 504 of the Texas Local Government Code, and HIGHER ORBITS, INC. ("***HIGHER ORBITS***"). In this Agreement, MDC and HIGHER ORBITS are sometimes individually referred to as a "***Party***" and collectively referred to as the "***Parties***."

W I T N E S S E T H:

WHEREAS, MDC is authorized to expend promotional funds in order to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises pursuant to Section 504.105 of the Texas Local Government Code;

WHEREAS, MDC's expenditure of promotional funds for the advertising and promotional services described herein will advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises, and will thereby enhance and promote economic development within the City of Midland; and

WHEREAS, it is the desire of the Parties to combine their efforts for the purpose of promoting the City of Midland and HIGHER ORBITS by executing the *Go for Launch!* Program in Midland to engage high school students about space and STEM, and excite Midland students about the possibilities of a career in aerospace;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to the Parties, as well as the general citizenry of the City of Midland, the Parties have agreed and do hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which HIGHER ORBITS shall perform advertising and promotional services for MDC for the purpose of developing new and expanded business enterprises in the City of Midland and thereby enhance and promote economic development within the City of Midland.

II. OBLIGATIONS OF THE PARTIES

A. MDC Payment. MDC agrees to make one (1) lump-sum payment to HIGHER ORBITS in the amount of $60,000.00, with said payment to be made on or before March 31, 2026. The total funds provided by MDC under this Agreement shall not exceed $60,000.00. The Parties covenant and agree that all funds provided by MDC under this Agreement are in exchange for HIGHER ORBIT's advertising and promotional services as set forth herein.

B. Higher Orbits Services. HIGHER ORBITS shall use commercially reasonable efforts to provide those services described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes. HIGHER ORBITS shall perform all services in a workmanlike manner. HIGHER ORBITS shall coordinate with MDC's Executive Director regarding the design, nature, content,

Exhibit A

and implementation of the services to enable the advertising and promotional activities performed hereunder to be effective and efficient in achieving the purpose of this Agreement.

C. Entity Report. During the term of this Agreement, at a time and place mutually agreed to by the Parties, HIGHER ORBITS shall provide MDC with a report or presentation containing a detailed summary of HIGHER ORBITS's efforts to promote new and expanded business enterprises within the City of Midland.

III. INDEPENDENT CONTRACTOR

HIGHER ORBITS shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of MDC. HIGHER ORBITS shall have exclusive control of, and the exclusive right to control, the details of the work to be performed hereunder and all personnel performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, employees or contractors. In no event shall any person participating in or performing any of HIGHER ORBIT's duties or responsibilities hereunder be considered an officer, agent, or employee of MDC. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control," which would give rise to vicarious liability. HIGHER ORBITS shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of HIGHER ORBIT's work. HIGER ORBITS shall assume exclusive responsibility for its work.

IV. TERM OF AGREEMENT

Upon execution by the Parties, this Agreement becomes effective December 9, 2025, and shall terminate on September 30, 2027, or when terminated by mutual agreement of the Parties, or when terminated as hereinafter provided.

V. GENERAL TERMS

A. Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary agreements between the Parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties.

B. Termination. MDC may terminate this Agreement at will for any or no reason upon giving at least ninety (90) days' written notice to HIGHER ORBITS. The parties to this Agreement understand and agree that it is in MDC's sole and absolute discretion to cancel the Agreement during the term of the Agreement without penalty to MDC. HIGHER ORBITS 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.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

D. Legal Construction. In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

E. Notices. All notices to either Party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such Party at its respective address shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either Party hereto may change the address below by sending written notice of such change to the other Party.

If to MDC:	*If to ENTITY:*
Executive Director	Michelle Lucas
Midland Development Corp.	Higher Orbits
200 N. Loraine St., Suite 610	PO Box 473793
Midland, Texas 79701	Aurora, CO 80047

F. Assignment. This Agreement shall be binding upon the Parties and their successors and assigns. This Agreement may not be assigned by HIGHER ORBITS without the prior written consent of MDC.

G. Release. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, HIGHER ORBITS HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH HIGHER ORBITS 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 MDC'S NEGLIGENCE.

H. Amendments. This Agreement may be amended by written instrument executed by both Parties expressly stating the intention to amend this Agreement.

I. Governmental Immunity. By executing this agreement, MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

J. Waiver of Attorney Fees. By executing this Agreement, **THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM THEY HAVE OR MAY HAVE AGAINST THE OTHER PARTY REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. THE**

PARTIES SPECIFICALLY AGREE THAT IF EITHER 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), THAT PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.

K. 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 shall be deemed to have occurred in Midland County, Texas.

L. Third-Party Beneficiary. MDC's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a Party to this Agreement shall have any third-party beneficiary or other rights hereunder.

M. Governmental Function. MDC and HIGHER ORBITS hereby acknowledge and agree that the entirety of MDC's performance and obligations under this Agreement are governmental functions. By entering into this Agreement, HIGHER ORBITS releases MDC from any present or future claims asserting that MDC's performance or obligations under this Agreement are not governmental functions.

[Signature Pages Follow]

EXECUTED by the duly authorized officials of the Parties as of the day and year first above written.

MIDLAND DEVELOPMENT CORPORATION

By _____
P. Lourcey Sams, Chairman

ATTEST:

_____
Elvie Brown, Secretary

HIGHER ORBITS

By_____

Name _____

Title _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the ENTITY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____
Notary Public, State of _____

City Council Meeting

Item Number: 24.
Meeting Date: December 16, 2025
To: City Council
From: Garrick Clayton, Oil and Gas Officer
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF AN OIL AND GAS LEASE AGREEMENT WITH FIREBIRD ENERGY II, LLC FOR THE LEASE OF THE CITY-OWNED MINERALS LOCATED IN ALL OF BLOCK 31, LOTS 1 THROUGH 26, BLOCK 39, AND LOTS 1 THROUGH 14, BLOCK 40, FAIRMONT PARK ADDITION, SECTION 2, AND THE NORTH 10 FEET OF TRACTS 7, 8, AND 15 THROUGH 18, WALLACE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, ONLY AT THOSE CORRELATIVE DEPTHS FROM 11,224 FEET TO 12,143 FEET AS INDICATED STRATIGRAPHICALLY ON THE ELECTRIC LOG OF THE PECAN ACRES 23 #3; SAID AGREEMENT TO REQUIRE COMPLIANCE WITH ALL APPLICABLE ORDINANCES, LAWS, RULES, AND REGULATIONS

Purpose:
The purpose of this item is to authorize execution of an oil and gas lease agreement between the City of Midland and FireBird Energy II, LLC for exploration and production of oil and gas from City-owned minerals located in designated portions of Fairmont Park, Section 2, and Wallace Heights. The lease grants the operator the exclusive right to explore and produce oil and gas at deep intervals while preserving all other mineral rights and protecting the City's surface estate.

Recommended Action:
APPROVE

Fiscal Impact:
The lease provides one-time revenue to the City through a Lease Bonus and potential future revenue to the City through a 25% royalty on gross proceeds of all oil, gas, and associated products, with no deductions for production or post-production cost based on 5.7532 net mineral acres. The agreement also allows the City to receive 25% of any "take-or-pay" payments and shut-in royalties of $2,000 per well per year if production cannot be marketed. The lease does not obligate the City to provide capital funding.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This lease grants FireBird Energy II, LLC the exclusive right to explore and produce oil and gas

from City-owned minerals located within portions of Fairmont Park, Section 2, and Wallace Heights, limited solely to the correlated depths of 11,224 to 12,143 feet. The leased premises total 5.7532 net mineral acres. Key terms include a three-year primary term beginning November 1, 2025, continuation while production exists in paying quantities, a 25% cost-free royalty, strict environmental safeguards, and no surface use without separate written City approval.

Estimated Revenue Potential
Actual revenue will depend on unit size, commodity pricing, operator activity, and well performance. For illustration, if the City's acreage is included in a standard 640-acre horizontal unit, the City's net revenue interest would be approximately 0.225% of gross well proceeds. Under a pricing assumption of $55 per barrel, a typical first-year producing well yielding about $13 million in total revenue would generate approximately $29,000 in first-year royalty to the City, with royalties declining over time as production decreases.

Strategic Alignment
This agreement advances Strategic Plan goals related to financial stewardship, protection of natural resources, and operational excellence by:

- Monetizing deep mineral assets without surface disturbance,
- Ensuring strong environmental safeguards and regulatory oversight, and
- Generating passive, non-tax revenue to support municipal services and capital needs.

Attachments:
A. Resolution Memo December 16, 2025 FireBird Lease
B. RESOLUTION - Lease - FireBird Energy II - Deep Minerals (Fairmont Park, Sec 2; Wallace Heights) Reso
C. LEASE AGREEMENT - OG Lease City of Midland_FireBird Energy (11.1.2025 FBE Executed)
D. LEASE AGREEMENT - City of Midland FBE Memo of OGL (11.1.2025 FBE Executed)
E. Sec. 18 & 19 overview

Liliana Morales, Development Services - Oil and Gas	Created/Initiated - 12/2/2025
Garrick Clayton, Development Services - Oil and Gas	Approved - 12/2/2025
Elizabeth Triggs, Development Services	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/6/2025
Jose Ortiz, City Manager	Approved - 12/6/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

City Council Agenda

MEETING DATE: December 16, 2025

TO: CITY COUNCIL/CITY MANAGER

FROM: Garrick Clayton, Oil & Gas Officer

SUBJECT: **RESOLUTION AUTHORIZING THE EXECUTION OF AN OIL AND GAS LEASE AGREEMENT WITH FIREBIRD ENERGY II, LLC FOR THE LEASE OF THE CITY-OWNED MINERALS LOCATED IN ALL OF BLOCK 31, LOTS 1 THROUGH 26, BLOCK 39, AND LOTS 1 THROUGH 14, BLOCK 40, FAIRMONT PARK ADDITION, SECTION 2, AND THE NORTH 10 FEET OF TRACTS 7, 8, AND 15 THROUGH 18, WALLACE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, ONLY AT THOSE CORRELATIVE DEPTHS FROM 11,224 FEET TO 12,143 FEET AS INDICATED STRATIGRAPHICALLY ON THE ELECTRIC LOG OF THE PECAN ACRES 23 #3; SAID AGREEMENT TO REQUIRE COMPLIANCE WITH ALL APPLICABLE ORDINANCES, LAWS, RULES, AND REGULATIONS. (DISTRICT: 3&4) (DEVELOPMENT SERVICES - OIL AND GAS) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Purpose:

Consider a resolution approving an oil and gas lease agreement, as listed prior.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

Funding is not required at this time.

Discussion:

Description of Land:

Approximately 5.4335 net acres in Section 18, Block 39, T-1-S, T&P R.R. Co. Survey, Midland County, Texas;

Approximately .3197 net acres in Section 19, Block 39, T-1-S, T&P R.R. Co. Survey, Midland County, Texas;

FireBird Energy II, LLC has proposed a bonus of $5,000.00 per net mineral acre owned by the City of Midland, totaling $28,766.00. Breakdown:

Section 18 5.4335 net acres X $5,000.00 = $27,167.50
Section 19 .3197 net acres X $5,000.00 = $ 1,598.50

Total 5.7532 net acres X $5,000.00 = $28,766.00

Lessee agrees that it will comply in all its operations with all applicable ordinances, including, without limitation, the City of Midland Oil and Gas Drilling requirements as applied under current Ordinance 8769, as codified in the City of Midland Municipal Code Section 6-1-23.

Attachments: Exhibit- Oil & Gas Lease Agreement; Exhibit- Memorandum of Oil and Gas Lease; Exhibit-Location map.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN OIL AND GAS LEASE AGREEMENT WITH FIREBIRD ENERGY II, LLC FOR THE LEASE OF THE CITY-OWNED MINERALS LOCATED IN ALL OF BLOCK 31, LOTS 1 THROUGH 26, BLOCK 39, AND LOTS 1 THROUGH 14, BLOCK 40, FAIRMONT PARK ADDITION, SECTION 2, AND THE NORTH 10 FEET OF TRACTS 7, 8, AND 15 THROUGH 18, WALLACE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, ONLY AT THOSE CORRELATIVE DEPTHS FROM 11,224 FEET TO 12,143 FEET AS INDICATED STRATIGRAPHICALLY ON THE ELECTRIC LOG OF THE PECAN ACRES 23 #3; SAID AGREEMENT TO REQUIRE COMPLIANCE WITH ALL APPLICABLE ORDINANCES, LAWS, RULES, AND REGULATIONS

WHEREAS, FireBird Energy II, LLC ("Operator") has proposed to lease the City-owned minerals located in the tracts of land described in the caption hereof only at those correlative depths from 11,224 feet to 12,143 feet as indicated stratigraphically on the electric log of the Pecan Acres 23 #3 (the "Minerals"); and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager or the City Manager's designee to execute, on behalf of the City of Midland, an oil and gas lease agreement with Operator for the lease of the Minerals, said agreement to require compliance with all applicable ordinances, laws, rules and regulations of each governmental, municipal, and regulatory authority having jurisdiction over operations associated with said lease;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager or the City Manager's designee is hereby authorized and directed to execute, on behalf of the City of Midland, an oil and gas lease agreement with Operator for the lease of the Minerals, said agreement to require compliance with all applicable ordinances, laws, rules and regulations of each governmental, municipal, and regulatory authority having jurisdiction over operations associated with said lease.

SECTION TWO. That the City Manager or the City Manager's designee is hereby authorized and directed to execute, on behalf of the City of Midland, any other agreements or documents necessary or appropriate for the lease of the Minerals.

SECTION THREE. That the City Manager or the City Manager's designee is hereby authorized and directed to ensure that all agreements and documents executed in accordance with this resolution are placed on file in the office of the City Secretary, referenced by the date and number of this 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., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Elizabeth Triggs, Planning and Development Officer

_____
Garrick Clayton, Oil and Gas Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

OIL AND GAS LEASE

THIS OIL AND GAS LEASE is effective the 1st day of November 2025, between the City of Midland, Texas, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: City Manager, hereinafter called "Lessor", and FireBird Energy II, LLC, whose address is 111 Boland St. Ste 300, Fort Worth, TX 76107, hereinafter called "Lessee".

l. Lessor in consideration of Ten and No/ 100 Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, for the royalties herein provided and the covenants, agreements and obligations hereinafter set forth and contained, hereby grants, leases and lets unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil and gas. The land covered hereby (herein "said land", "Leased Premises" or "Premises"), is located in the county of Midland, State of Texas, and is described as shown in Exhibit "A" attached hereto and made a part hereof for all purposes.

For the purpose of determining the amount of any bonus initially paid hereunder said land shall be deemed to contain 5.7532 net acres, whether actually containing more or less. In the event it is subsequently determined that said land includes more than 5.7532 net acres, then for purposes of determining the amount of any bonus, royalty or other payment hereunder said land shall be deemed to contain such actual number of net acres.

Lessor expressly reserves all minerals other than oil and gas. Notwithstanding anything to the contrary contained herein, in the event Lessor owns any surface rights in said land, Lessor expressly reserves all such surface rights, it being expressly understood and agreed that if Lessor owns any surface rights in said land, Lessee shall have no right to use the surface of said land, even insofar as such use might be reasonable and necessary to the enjoyment of the oil and gas leasehold estate conveyed hereby or as might be reasonable and necessary to its enjoyment of any mineral interests covering all or part of said land, save and except to the extent any surface rights are expressly granted to Lessee by separate surface use agreement entered into between Lessor and Lessee or by separate written consent of Lessor acting by and through the City Manager or other authorized designee, with any such surface use agreement or consent being at Lessor's sole discretion.

2. Subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil and/or gas is produced in paying quantities from said land. "Paying quantities" as used in this lease shall mean the interest in production of oil and gas acquired by Lessee herein after the deduction of (l) royalties provided for herein, and (2) all of the non-cost-bearing leasehold burdens of whatever nature owned by third parties which were created by Lessee, its heirs, successors and assigns, sufficient to yield a return in excess of operating expenses. "Operating expenses" for purposes hereof shall mean expenses of operation including reasonable overhead expenses, and exclusive of drilling, completing, casing repair and equipping expenses. All of the foregoing shall be calculated based upon the six (6) calendar months immediately preceding the date of such calculation.

3. When production of oil and/or gas is secured during the term of this lease, Lessee covenants and agrees to pay or cause to be paid to Lessor, at its address shown above, the following royalties free of cost which are hereby reserved and retained by Lessor:

(a) Oil. Royalty on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment as hereinafter provided, shall be one-fourth (1/4) of the gross sales proceeds at the point of sale received by Lessee for oil produced and saved from said land, with Lessee agreeing that in no event shall the proceeds of production received by Lessor be less than one-fourth (1/4) of the actual gross proceeds of production received by Lessee, or any affiliate of Lessee, for its share of the oil produced from said land.

(b) Gas. Royalty on any gas which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (a) above produced from any well on said land (except as provided herein with respect to gas processed in a plant where there is extraction of gasoline, liquid hydrocarbons or other products) shall be one-fourth (1/4) of the gross sales proceeds at the point of sale received by Lessee for gas produced and saved from said land, with Lessee agreeing that in no event shall the proceeds of production received by Lessor be less than one-fourth (1/4) of the actual gross proceeds of production received by Lessee, or any affiliate of Lessee, for its share of the gas produced from said land.

(c) Other Products. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead", "dry" or any other gas, by fractioning, burning or any other processing shall be one-fourth (1/4) of the gross sales proceeds at the point of sale received by Lessee for such products produced and saved from said land, with Lessee agreeing that in no event shall the proceeds of production received by Lessor be less than one-fourth (1/4) of the actual gross proceeds of production received by Lessee, or any affiliate of Lessee, for its share of such products produced and saved from said land.

(d) No Deductions. Notwithstanding anything to the contrary contained in this paragraph 3 or elsewhere in this lease, all royalties accruing under this lease (including those paid in kind) shall be free and clear of all production and postproduction costs and expenses, including but not limited to, production, gathering, separating, storing, dehydrating, compressing, transporting, processing, treating, marketing, delivering, or any other costs and expenses incurred between the wellhead and Lessee's point of delivery or sale of such share to a third party. Nothing herein is intended to cause royalty to be calculated or paid “at the well” and no post-wellhead costs shall ever be borne by Lessor. Nothing in this paragraph shall ever be treated as surplusage despite the holding in the cases styled ***Heritage Resources, Inc., v. Nationsbank*****,** 939 S.W.2d 118 (Tex. 1996) and ***Judice v. Mewbourne Oil Co.*****,** 939 S.W.2d 135, 136 (Tex. 1996).

4. If Lessee enters into a gas purchase contract which contains what is commonly referred to as a "take or pay provision" (such provision meaning that the gas purchaser agrees to take delivery of a specified minimum volume or quantity of gas over a specified term at a specified price or to make minimum periodic payments to producer for gas not taken by the purchaser) and the purchaser under such gas purchase contract makes payments to Lessee by virtue of such purchaser's failure to take delivery of such minimum volume or quantity of gas, then Lessor shall be entitled to one-fourth (1/4) of all such sums paid to Lessee or producer under the "pay" provisions of such gas purchase contract. Said royalty payments shall be due and owing to Lessor within sixty (60) days after receipt of such payments by Lessee. Any royalty payments made to Lessor under the "pay" obligation of any "take or pay" gas purchase contract shall be applied as a credit towards Lessee's royalty obligation. If the gas purchaser makes up such gas within the period called for in the gas purchase contract, and Lessee is required to give such purchaser a credit for gas previously paid for but not taken, then Lessor shall not be entitled to royalty on such make-up gas. If Lessee is not producing gas in paying quantities from the Leased Premises but is receiving payments under the "pay" portion of such "take or pay" gas purchase contract provision, such payments shall not relieve Lessee of the duty to make shut-in royalty payments if Lessee desires to continue this lease, but such "take or pay" royalty payments shall be applied as a credit against any shut-in royalty obligation of the Lessee. Lessor shall be a third party beneficiary of any gas purchase contract and/or transportation agreement entered into between Lessee and any purchaser and/or transporter or pipeline company of Lessor's gas, irrespectively of any provision of said contracts to the contrary. Further, Lessor shall be entitled to one-fourth (1/4) of the value of any benefits obtained by or granted to Lessee from any gas purchaser and/or transporter from the amendment, modification, extension, alteration, consolidation, transfer, translation or settlement of any gas purchase contract and/or transportation agreement.

5. Notwithstanding anything contained in paragraph 3 or elsewhere in this lease to the contrary, Lessor at any time on sixty (60) days prior notice in writing to Lessee, may require that payment of all or any part of the royalties accrued to Lessor under this lease on oil, gas or any product be made in kind effective as of the first day of the calendar month next following the expiration of said sixty (60) day period or if payment of any such royalties are then being made to Lessor in kind, require that such in kind payment cease and that payment of such royalties thereafter be made as provided in paragraph 3 of this lease. In the event Lessor elects to take in kind, Lessee shall make all its leasehold and pipeline facilities available for Lessor's use with reasonable charge therefor but not to include any charges for capitalized costs or depreciation.

6. Notwithstanding any provisions of paragraph 3 herein to the contrary, if gas or gas-condensate and/or other liquefiable hydrocarbon should be discovered on said land in paying quantities, and after the expiration of the primary term or in the event that this lease is not maintained in effect by any other provision, and such substance or substances are not being sold or used for lack of a suitable market, Lessee may pay as royalty (called "shut-in royalty") the sum of Two Thousand and no/ 100 Dollars ($2,000.00) per well that traverses the Leased Premises, without proportionate reduction, each year commencing on or before ninety (90) days after the well is shut-in or this lease ceases to be maintained in effect pursuant to any other provision, whichever is later, and

annually thereafter. Said payment may be mailed to Lessor at its address stated herein on or before said due date. If shut-in royalty is paid, the well or wells for which such payment is made shall be considered for all purposes of this lease to be producing gas in paying quantities; provided that the term of this lease may not be extended after the expiration of the primary term solely by the payment of shut-in royalty for any single period exceeding two (2) consecutive years.

7. Within one hundred twenty (120) days following the date of first sale of oil and/or gas produced from the Leased Premises, all royalties from such production due Lessor by virtue of this lease shall be paid to Lessor or its agent, successors and/or assigns, and such royalties shall be paid on a monthly basis thereafter. If said initial payment is not so made, this lease shall be subject to termination by Lessor by notice in writing to Lessee as described below. From and after the date the initial payment is made all further payments of oil royalty shall be made within thirty (30) days following the last day of the month during which production occurred and with respect to gas within sixty (60) days following the last day of the month during which gas production occurred. In the event such initial or further payments are not so made, Lessor shall have the right to terminate this lease by furnishing a written notice to Lessee and such termination shall be effective sixty (60) days from the date such notice is mailed. Termination of this lease, however, shall not take effect if payment is received by Lessor within sixty (60) days after Lessee's receipt of said notice or Lessee has given written notice of reasonable basis for such non-payment and all undisputed royalties then due are paid within said sixty (60) days. Any royalties provided for in this lease which are suspended or not paid to Lessor within the time period specified therefor shall accrue interest, at the highest lawful rate per annum from due date until paid. Acceptance by Lessor of royalties which are past due shall not act as a waiver of its rights to receive or recover any and all interest due thereon under the provisions hereof.

As security for the payment of the royalties hereunder, Lessee agrees by acceptance hereof that Lessor shall have a first lien and security interest upon the leasehold estate created hereby, the personal property and equipment thereon and the proceeds of production accruing to both Lessor and Lessee and that this lease shall be sufficient as a security agreement and financing statement in all respects.

8. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land. At such time as this lease or a portion thereof has terminated and Lessor makes a demand for such a release, Lessee shall promptly execute and deliver such release to Lessor, failing in which Lessee shall be liable at the rate of One Hundred and No/ 100 Dollars ($ 100.00) per day after the thirtieth (30^{th}) day following receipt of Lessor's request, until such release is delivered to Lessor. Failure to deliver a release as provided herein shall entitle Lessor to file a Notice of Termination in the real property records of Midland County designating those parts of the Leased Premises as to which this lease has terminated.

9. Subject to the provisions of paragraph 10 hereof, if after the expiration of the primary term the production of oil or gas should cease from any cause, this lease shall remain in force as long as additional drilling or reworking operations are conducted upon said land with no cessation of

more than sixty (60) consecutive days in a good faith effort to discover and produce oil and/or gas and so long thereafter as oil or gas is produced in paying quantities.

10. Notwithstanding anything herein contained to the contrary, at the end of the primary term this lease shall terminate unless Lessee has secured production or is then conducting drilling and/or completion operations on the Leased Premises or on lands pooled together therewith under the terms of this lease or otherwise combined together therewith under the terms of an agreement executed by both Lessor and Lessee; then, in either event, this lease shall remain in force and effect for one hundred eighty (180) days from the later of the expiration of the primary term or the completion of the last well commenced prior to the expiration of the primary term, then for so long thereafter as Lessee is engaged in continuous drilling operations on said lands with not more than one hundred eighty (180) days elapsing between the completion or abandonment of one well and the commencement of actual drilling operations on the next well. For purposes of this paragraph, "completion" shall be defined as the date of first sales. Upon Lessee's failure so to drill, this lease shall terminate except as follows:

(a) If Lessee has completed a vertical well on said land or on land pooled with the Leased Premises in accordance with the terms of this lease which is producing oil or gas in paying quantities from any portion of the Leased Premises, then this lease shall continue in effect as to a tract of land around each such well designated by Lessee not to exceed the minimum number of acres for a proration or spacing unit under applicable special field rules, or if there are no special field rules in effect, then forty (40) acres (plus 10% tolerance) around each such well;

(b) If Lessee has completed a horizontal well on said land or on land pooled with the Leased Premises in accordance with the terms of this lease which is producing oil or gas in paying quantities, then this lease shall continue in effect as to a tract of land around each such well designated by Lessee not to exceed the minimum number of acres for a spacing or proration unit for horizontal wells under applicable special field rules, or if there are no special field rules in effect, forty (40) acres around each well, plus so much additional acreage as may be permitted pursuant to Rule 86 of the Texas Railroad Commission rules and regulations, plus a tolerance of 10%, around each such well.

In each case, the acreage around such oil or gas well is to be limited as to depths from the surface of the earth down to one hundred feet (100') below the base of the deepest then producing perforation.

Thereafter, Lessee shall promptly execute and deliver to Lessor a recordable release of this lease and to lands and depths as to which the lease has terminated. Upon such partial termination each such producing proration unit shall become a separate lease subject to all the terms and provisions hereof so that production and/or operations from one such producing proration unit shall not constitute production and/or operations on any other such proration unit.

11. After the completion of each well under the terms of this lease, Lessee agrees to notify in writing within thirty (30) days after such completion, the City of Midland, Texas and the Midland Central Appraisal District of the location of such well and to provide any and all information requested by such taxing authorities as to any taxes applicable to or to be assessed with respect to such well and/or the lands from which such well is producing.

12. Except as may otherwise be expressly provided in a separate surface use agreement or other written agreement entered into between Lessor and Lessee, Lessee shall not have the right to use water from said Leased Premises for any operations without the advance written consent of the City Manager, with any such consent being at Lessor's sole discretion. Lessee hereby obligates itself to protect the potable water in, under and on said Leased Premises from contamination from oil and gas operations. When required by the Lessor, Lessee obligates itself to leave all or such part as may be designated by Lessor of the casing in any water well drilled at no expense to Lessor. Any water well permitted to be drilled on the Leased Premises shall be left in a cased and serviceable condition and shall become the property of Lessor upon completion of the operation for which such well was permitted by Lessor.

Lessee covenants and agrees to exercise due diligence and good oilfield practices to protect fresh water strata or sources of supply underlying the Leased Premises from pollution or contamination, including without limitation, contamination from oil, gas, brine and/or salt water produced from wells situated on lands covered by this lease or lands pooled together therewith under the terms of this lease or otherwise combined together therewith under the terms of an agreement executed by both Lessor and Lessee. Without the advance written consent of the City Manager, with any such consent being at Lessor's sole discretion, Lessee shall not dispose of any salt water or produced water or other fluids of any sort on the Leased Premises. To the extent that Lessee is permitted to dispose of salt water or other water produced from the Leased Premises on the Leased Premises pursuant to written agreement with Lessor acting through its City Manager, Lessee shall pay to Lessor a disposal fee at least equal to market rates for salt water disposal in the field where disposed or such higher fee as Lessor and Lessee may agree, at the same time and in the same manner as provided for the payment of royalties in paragraph 3 of this lease. Lessee shall not under any circumstances accept off-Premises fluids of any type for disposal in any facility located on the Leased Premises without the advance consent of the Midland, Texas City Council.

13. The provisions of this lease shall extend to and bind the heirs, successors and permitted assigns of the parties hereto and shall constitute covenants running with the land hereby leased. In order to assure Lessor that operations hereunder shall be conducted by responsible parties for the mutual benefit of Lessor and Lessee hereunder, Lessee agrees that no assignment of any part or all of Lessee's interest in the lease shall be made without the prior written consent of Lessor, which Lessor may withhold at its sole discretion and Lessor shall be furnished with a complete address and telephone number of any proposed or permitted assignee of this lease in addition to a recorded copy of any and all permitted assignments of this lease which have been properly filed for record, such recorded copy to be delivered to Lessor within thirty (30) days of such permitted assignment. If Lessee fails to secure prior written consent of Lessor to any assignments, such assignment shall

be void. Lessor shall be under no obligation, implied or otherwise, to approve any proposed assignment by Lessee or its permitted successors.

The rights and estate of Lessor may be assigned from time to time in whole or in part. All the covenants, obligations and consideration of this lease shall extend to and be binding upon the parties hereto, their respective heirs, successors and permitted assigns. No change or division of the ownership of said land, royalties or other monies or any part hereof however effected shall increase the obligation or diminish the rights of Lessee, including, but not limited to, the location in drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof to Lessee, its successors or assigns, no change or division of the ownership of said land or of the royalties or other monies or the right to receive the same shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner notice of such change or division supported by either original or duly certified copies of the instruments which have been properly filed for record which evidence such change or division together with any such court records and proceedings, transcripts or other documents as shall be necessary to establish the validity of such division or change. Any assignment or relinquishment shall not relieve the Lessee of any obligations theretofore accrued hereunder, or impair the lien provided for by law and in this lease.

14. LESSEE HEREBY RELEASES, ACQUITS AND DISCHARGES LESSOR AND ITS MEMBERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM ALL AND ANY ACTIONS AND CAUSES OF ACTION OF EVERY NATURE, OR OTHER HARM, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL HARM, FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, INCLUDING, BUT NOT LIMITED TO, ALL LOSSES AND EXPENSES WHICH ARISE OUT OF, ARE INCIDENTAL TO, OR RESULT FROM, THE OPERATIONS OF OR ON BEHALF OF LESSEE ON THE PREMISES, OR THAT MAY ARISE OUT OF OR BE OCCASIONED BY LESSEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS LEASE, OR BY ANY ACT OR OMISSION OF LESSEE FOR WHICH LESSEE MAY BE HELD STRICTLY LIABLE. FURTHER, LESSEE HEREBY AGREES TO BE LIABLE FOR, EXONERATE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, ACTIONS, PERSONAL INJURY (INCLUDING DEATH), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS AND EXPENSES), INCLUDING THOSE RELATED TO ENVIRONMENTAL HAZARDS ON THE PREMISES OR IN ANY WAY RELATED TO LESSEE'S OPERATIONS OR ANY OTHER OF LESSEE'S ACTIVITIES ON THE PREMISES; THOSE ARISING FROM LESSEE'S USE OF THE SURFACE OF THE PREMISES; AND THOSE THAT MAY ARISE OUT OF OR BE OCCASIONED BY LESSEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS LEASE OR ANY OTHER ACT OR OMISSION OF LESSEE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, GUESTS OR INVITEES. EACH ASSIGNEE OF THIS LEASE, OR AN INTEREST THEREIN, AGREES TO BE LIABLE FOR, EXONERATE, INDEMNIFY, DEFEND

AND HOLD HARMLESS THE INDEMNFIED PARTIES IN THE SAME MANNER PROVIDED ABOVE IN CONNECTION WITH THE ACTIVITIES OF SUCH LESSEE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, GUESTS OR INVITEES AS DESCRIBED IN THIS PARAGRAPH.

Lessee shall assure that Lessee and any person acting on Lessee's behalf under this lease carries the following insurance with one or more insurance carriers licensed by the Texas Department of Insurance at any and all times such party or person is on or about the Premises or acting pursuant to this lease, in such amounts as stated below or as from time to time may be reasonably required by Lessor:

i. Worker's Compensation Insurance to cover full liability under the Worker's Compensation laws of the state in which the Premises are located;

ii. Employer's Liability Insurance with limits of not less than $500,000.00 for accidental injury or death of one or more employees;

iii. Comprehensive General Public Liability Bodily Injury Insurance with limits of liability of not less than $1,000,000.00 for the accidental injury or death of one person, and S 1,000,000.00 for accidental injury or death of more than one person as the result of one accident or occurrence;

iv. Comprehensive General Public Liability Property Damage Insurance with limits of not less than $1,000,000.00 for damage to property as a result of one accident or occurrence;

v. Automobile Public Liability and Property Damage Insurance combined with the limits of not less than $500,000.00 for injuries to or death of one person or property damage, and $1,000,000.00 for injuries to or death of more than one person and property damage as the result of one accident;

vi. Umbrella Liability with limits of not less than $5,000,000.00 per occurrence; and

vii. Care, custody and control coverage with limits of not less than $100,000.00, or in lieu of coverage, Broad Form Property Damage endorsement.

The Lessee shall cause certificates of insurance evidencing the above coverage to be provided promptly upon request to Lessor, or to such other representative(s) of Lessor as Lessor may from time to time designate but in any event in advance of conducting any physical entry on the Leased Premises. The insurance policies required above, except under item (i), shall name the City of Midland, Texas, as additional insured with regard to the Leased Premises; shall reflect that the City of Midland, Texas will receive thirty (30) days prior written notice of cancellation or material changes in coverage; and shall reflect that the insurer has waived any right of subrogation against the City of Midland, Texas.

15. This lease is executed without warranty, express or implied. If Lessor owns less than the entire estate in oil and gas in all or any part of said land, royalties payable hereunder shall be paid only in the proportion which the interest covered by this lease bears to the whole and undivided fee simple estate except as otherwise expressly provided for in this lease.

16. In the event a well or wells are brought in on adjacent land and within 330 feet of the Leased Premises Lessee agrees, within one hundred eighty (180) days after such well commences actual production, to commence drilling such offset well or wells as a prudent operator would drill under the same or similar circumstances. In lieu of drilling such offset to any such oil or gas well, Lessee shall have the option of either releasing this lease as to the stratigraphic equivalent of the zone or horizon which corresponds with that being produced in the offset well and within a tract of land in as near the form of a square as possible and constituting what would be the proration unit established in conformity with the field rules or spacing laws prescribed or permitted with respect to such offset well, with Lessee retaining all other rights within such tract, or pay Lessor monthly, as compensatory royalty, a sum equal to the payments which would be payable under this lease on the production from such offset well had same been produced from the above Leased Premises and, as long as Lessee may elect to pay such royalty in lieu of drilling an offset well, Lessee shall have satisfied its offset obligations to Lessor as to such well.

17. Lessee is hereby granted the right and power, from time to time, to pool this lease, the Leased Premises covered by it or any part or horizon thereof with any other land, leases, mineral estates or parts thereof for the production of oil or gas. Unless provided otherwise by written consent of Lessor, which consent shall be at Lessor's sole discretion, units pooled hereunder shall not exceed the area permitted to be retained as a producing proration unit as provided in paragraph 10 hereunder at the end of the primary term or upon cessation of continuous development as provided in paragraph 10 of this lease. Lessee shall file written unit designations for record in the office of the county clerk of the county in which the Premises are located, and such units may be designated from time to time and either before or after the completion of the well. Drilling operations on or production from any part of any such unit shall be considered for all purposes, except the payment of royalty, as operations conducted upon or production from the land described in this lease. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled minerals from wells in the unit which the net oil or gas acreage in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the portion of said land covered hereby and included in said unit in the same manner as though produced from said land under the terms of this lease. Notwithstanding such allocation, the formation of any unit hereunder shall not have the effect of exchanging or transferring any interest under this lease between parties owning different interests as between lands covered by this lease and lands not covered. If this lease now or hereafter covers separate tracts (a "separate tract" meaning any tract with royalty ownership differing, either as to parties or amounts, from that as to any other part of the Leased Premises), no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied from inclusion of such separate tracts within this lease, from the existence of

Lessee's pooling authority herein, or from any other circumstances except by Lessee's express exercise of the pooling authority in the manner herein prescribed, nor shall this lease or the pooling authority hereby granted be construed as constituting an attempt or offer by Lessor to pool or unitize any interest which Lessor has no right or authority to pool or unitize, any such intention to pool or unitize such interests or to apportion any royalty over which Lessor has no such right being expressly disclaimed. Should this lease expire or terminate from any cause, in whole or in part, Lessor's interest in any land no longer subject to this lease shall not be subject to any pooling or unitization effected under the terms hereof, anything herein to the contrary notwithstanding.

18. Should Lessee be prevented from complying with any express or implied covenants of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by operation of force majeure, or by any federal, state or local law, ordinance or any order, rule or regulation of any governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable in damages for failure to comply therewith and the time provided for compliance shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations or from producing oil or gas from the said land, and the time while Lessee is so prevented shall not be counted against Lessee. However, nothing described in this paragraph 18 shall excuse Lessee from paying, or extend the time for paying, any royalty, shut-in gas royalty or other payment payable in money hereunder, or serve to extend the primary term of this lease beyond five (5) years from the date hereof.

19. Except as otherwise provided herein, Lessee shall have the right and obligation at any time during or within ninety (90) days after the expiration of this lease as to any portion of said land, to remove all property and fixtures placed by Lessee on any such portion of said land, including the right to draw and remove all casing, then belonging to Lessee and not taken over by Lessor under some other provision of this lease. If Lessee fails to remove such property and fixtures within said ninety (90) days, such property and fixtures may be removed by Lessor at Lessee's expense; provided, however, Lessee shall not be relieved of its liability to plug any well so abandoned.

20. Subject to the terms and provisions of paragraph I of this lease, Lessee agrees to notify Lessor in advance, in writing, of the location of all wells containing a surface location to be drilled on the Leased Premises prior to commencement of operations. Lessee shall provide Lessor copies of all reports filed with the State of Texas or its agencies, when filed, including permit applications, completion, plugging, casing, cementing and production reports.

21. Lessee agrees that it will comply in all its operations with all applicable ordinances, laws, rules and regulations of each governmental, municipal and/or regulatory authority having jurisdiction over such operations, including, without limitation, the City of Midland Oil and Gas Drilling requirements as applied under current Ordinance 8769, as codified in the City of Midland Municipal Code Section 6-1-23, as the same may be hereafter amended from time to time, if and to the extent applicable. Without limiting the foregoing, in the event any portion of the Leased Premises is located in or near any airport, Lessee shall comply in all its operations with all

applicable Federal Aviation Administration rules and regulations and shall secure in advance all necessary approvals, permits and consents, and shall in addition comply with all reasonable directions of the City of Midland Director of Aviation relating to the public safety and welfare, and the safety of aviation related activities, including without limitation directives, rules and regulations relating to equipment height, location and safety markings.

22. The venue for any suit arising out of any provision of this lease, whether express or implied, regarding interpretation, breach or alleged breach of this lease, or relating in any way to this lease or to applicable case law, statutes, or administrative rules, shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this lease shall be deemed to have been performed in Midland County, Texas. This lease and all matters pertaining thereto shall be governed by the laws of the State of Texas without reference to any rule or law that would apply the law of another jurisdiction.

23. By executing this lease Lessor is not waiving its right of governmental immunity. Lessor is retaining its immunity from suit. Lessor is not granting consent to be sued by legislative resolution or action. THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

24. By executing this lease, LESSEE AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST LESSOR, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LEASE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LEASE. LESSEE SPECIFICALLY AGREES THAT IF LESSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LEASE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LEASE, 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), LESSEE AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LESSEE MIGHT OTHERWISE BE ENTITLED. Lessee agrees that this is the intentional relinquishment of a presently existing right. Lessee acknowledges that it understands all terms and conditions of this lease.

25. SHOULD LESSOR DEEM IT NECESSARY TO EMPLOY ATTORNEYS TO ENFORCE THIS LEASE, OR ANY OF ITS RIGHTS UNDER THIS LEASE, LESSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LESSEE FOR LESSOR'S ATTORNEYS' FEES.

26. No amendment, modification, or alteration of the terms of this lease shall be binding unless it is in writing, dated subsequent to the date of this lease, and duly executed by the parties to this lease.

27. The rights and remedies provided by this lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive such party's rights to use any or all other

remedies. The rights and remedies provided in this lease are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

28. Except as provided in paragraph 14 with respect to the Indemnified Parties, there is no third party beneficiary to this lease and no person or entity who is not a party to this lease shall have any third party beneficiary or other rights hereunder.

29. This lease may be executed in any number of separate counterparts by the parties and for recording purposes, the signature and acknowledgment pages of the counterparts may be assembled into one document.

30. Lessor and Lessee shall execute a Memorandum of Oil and Gas Lease in form and substance satisfactory to Lessor and Lessee for recording in the records of the County in which the Leased Premises are located, to give record notice of this lease. This lease shall not be recorded except with the express written consent of Lessor.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, this lease is executed on the day and year referenced in the acknowledgements below but effective as of the Effective Time.

"LESSOR"

CITY OF MIDLAND, TEXAS

By: _____

Name:

Title:

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____ as _____ of City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

_____
Notary Public

My commission expires: _____

"LESSEE"

Firebird Energy II LLC

By: _____

Name: Travis F. Thompson

Title: CEO

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 2nd day of December, 2025, by Travis F. Thompson as CEO of FireBird Energy II LLC on behalf of said Company.

KARLA D BRENT
Notary ID #131462656
My Commission Expires
February 22, 2026

_____
Notary Public

My commission expires: 02/22/2026

EXHIBIT "A"

LEASED PREMISES

Lots 1 to 26, inclusive, Block 39, and Lots 1 to 14, inclusive, Block 40, containing 2.28 acres, more or less, of the Fairmont Park Addition, Section 2, City of Midland, Texas, according to the map or plat thereof recorded in Cabinet C, Page 51, Plat Records, Midland County, Texas, in Midland County, Texas.

Said land being the same land described in that certain General Warranty Deed dated July 12, 1995, recorded in Book 1313, Page 559 of the Official Records of Midland County, Texas, from Gregory D. Frazier, Individually and as Trustee, to the City of Midland, Texas.

All of Block 31 of Fairmont Park Addition, Section Two (2), containing 3.1535 acres, more or less, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 51, Plat Records of Midland County, Texas. Said land being the same land described in that certain Warranty Deed dated April 28, 1982, recorded in Volume 743, Page 706 of the Deed Records of Midland County, Texas, from Abbott Development Co. to the City of Midland, Texas.

The North 10 feet of Tract 18, containing 0.08 acres, more or less, of the Wallace Heights Addition, of the Wallace Heights Addition, according to the map or plat thereof, recorded in Volume 89, Page 235 of the Deed Records of Midland County, Texas, said Wallace Heights Addition being located in S/2 of S/2 of Section 19, Block 39, T-1-S, T&P Ry. Co. Survey

The North 10 feet of Tracts 15, 16 and 17, containing 0.1438 acres, more or less, of the Wallace Heights Addition, of the Wallace Heights Addition, according to the map or plat thereof, recorded in Volume 89, Page 235 of the Deed Records of Midland County, Texas, said Wallace Heights Addition being located in S/2 of S/2 of Section 19, Block 39, T-1-S, T&P Ry. Co. Survey

The North 10 feet of Tracts 7 and 8, containing 0.0959 acres, more or less, of the Wallace Heights Addition, of the Wallace Heights Addition, according to the map or plat thereof, recorded in Volume 89, Page 235 of the Deed Records of Midland County, Texas, said Wallace Heights Addition being located in S/2 of S/2 of Section 19, Block 39, T-1-S, T&P Ry. Co. Survey

All Leased Premises LIMITED only to those correlative depths from 11,224’ to 12,143’ as indicated stratigraphically on the Electric Log of the Pecan Acres 23 #3 (API No. 42-329-37805) located in Section 23, Block 40, T-1-S, T&P RR Co. Survey, A-252, Midland County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

This Memorandum of Oil and Gas Lease is made and entered into between the **CITY OF MIDLAND, TEXAS**, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: City Manager, hereinafter called "Lessor", **FIREBIRD ENERGY II LLC**, a Delaware limited liability company, with an address at 111 Boland St. Ste. 300 Fort Worth, TX 76107, hereinafter called "Lessee".

WITNESSETH:

Lessor and Lessee have entered into an Oil and Gas Lease dated November 1, 2025 (the "Effective Date"), covering the lands located in Midland County, Texas, described on Exhibit "A" attached hereto and incorporated herein.

Said Oil and Gas Lease contains a primary term of three (3) years from and after the Effective Date and shall remain in force as long thereafter as oil and/or gas is produced in paying quantities from said land, pursuant to the other terms and provisions of said Oil and Gas Lease.

Lessor and Lessee are executing this Memorandum of Oil and Gas Lease for the purpose of placing the same of record in Midland County, Texas, and in order to constitute constructive notice of said Oil and Gas Lease in lieu of the recording of said Oil and Gas Lease in its entirety. A full and complete copy of said Oil and Gas Lease will be maintained in the office of Lessee at the address shown herein.

This Memorandum may be executed in multiple counterparts by the undersigned parties and Lessee is authorized to assemble such counterparts into one document for recording purposes.

Signature pages follow

IN WITNESS WHEREOF, this Memorandum is executed on the day and year referenced in the acknowledgements below but effective as of the Effective Time.

"LESSOR"

CITY OF MIDLAND, TEXAS

By: _____

Name:

Title:

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this ___ day of _____ 2025, by _____ as _____of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

_____
Notary Public

My commission expires: _____

"LESSEE"

Firebird Energy II LLC

By: Travis F. Thompson

Name: Travis F. Thompson

Title: CEO

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 2nd day of December, 2025, by Travis F. Thompson as CEO of FireBird Energy II LLC on behalf of said Company.

KARLA D BRENT
Notary ID #131462656
My Commission Expires
February 22, 2026

Karla D Brent
Notary Public

My commission expires: 02/22/2026

EXHIBIT "A" to
Memorandum of Oil and Gas Lease

The Lands

Lots 1 to 26, inclusive, Block 39, and Lots 1 to 14, inclusive, Block 40, containing 2.28 acres, more or less, of the Fairmont Park Addition, Section 2, City of Midland, Texas, according to the map or plat thereof recorded in Cabinet C, Page 51, Plat Records, Midland County, Texas, in Midland County, Texas.

Said land being the same land described in that certain General Warranty Deed dated July 12, 1995, recorded in Book 1313, Page 559 of the Official Records of Midland County, Texas, from Gregory D. Frazier, Individually and as Trustee, to the City of Midland, Texas.

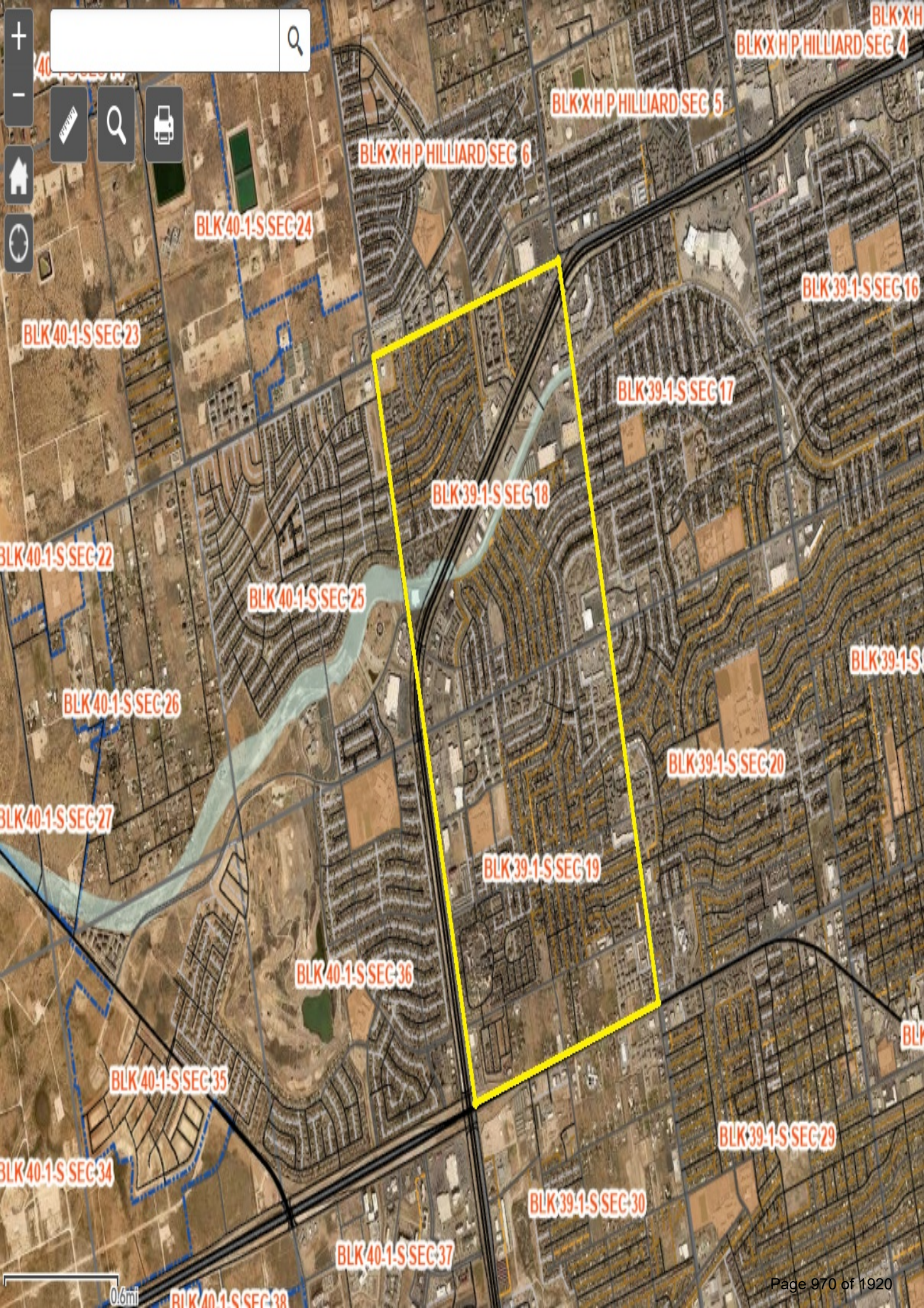
All of Block 31 of Fairmont Park Addition, Section Two (2), containing 3.1535 acres, more or less, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 51, Plat Records of Midland County, Texas. Said land being the same land described in that certain Warranty Deed dated April 28, 1982, recorded in Volume 743, Page 706 of the Deed Records of Midland County, Texas, from Abbott Development Co. to the City of Midland, Texas.

The North 10 feet of Tract 18, containing 0.08 acres, more or less, of the Wallace Heights Addition, of the Wallace Heights Addition, according to the map or plat thereof, recorded in Volume 89, Page 235 of the Deed Records of Midland County, Texas, said Wallace Heights Addition being located in S/2 of S/2 of Section 19, Block 39, T-1-S, T&P Ry. Co. Survey

The North 10 feet of Tracts 15, 16 and 17, containing 0.1438 acres, more or less, of the Wallace Heights Addition, of the Wallace Heights Addition, according to the map or plat thereof, recorded in Volume 89, Page 235 of the Deed Records of Midland County, Texas, said Wallace Heights Addition being located in S/2 of S/2 of Section 19, Block 39, T-1-S, T&P Ry. Co. Survey

The North 10 feet of Tracts 7 and 8, containing 0.0959 acres, more or less, of the Wallace Heights Addition, of the Wallace Heights Addition, according to the map or plat thereof, recorded in Volume 89, Page 235 of the Deed Records of Midland County, Texas, said Wallace Heights Addition being located in S/2 of S/2 of Section 19, Block 39, T-1-S, T&P Ry. Co. Survey

All Lands LIMITED only to those correlative depths from 11,224’ to 12,143’ as indicated stratigraphically on the Electric Log of the Pecan Acres 23 #3 (API No. 42-329-37805) located in Section 23, Block 40, T-1-S, T&P RR Co. Survey, A-252, Midland County, Texas.


BLK X H P HILLIARD SEC 4
BLK X H P HILLIARD SEC 5
BLK X H P HILLIARD SEC 6
BLK 40-1-S SEC 24
BLK 39-1-S SEC 16
BLK 40-1-S SEC 23
BLK 39-1-S SEC 17
BLK 39-1-S SEC 18
BLK 40-1-S SEC 22
BLK 40-1-S SEC 25
BLK 40-1-S SEC 26
BLK 39-1-S SEC 20
BLK 40-1-S SEC 27
BLK 39-1-S SEC 19
BLK 40-1-S SEC 36
BLK 40-1-S SEC 35
BLK 39-1-S SEC 29
BLK 40-1-S SEC 34
BLK 39-1-S SEC 30
BLK 40-1-S SEC 37
0.6mi

City Council Meeting

Item Number: 25.
Meeting Date: December 16, 2025
To: City Council
From: Angelina Bettanini, Planner II
Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF SOUTH 349 ACRES ADDITION, SECTION 8, BEING A REPLAT OF LOT 1, BLOCK 5, SOUTH 349 ACRES ADDITION, SECTION 4, AND A 31.336-ACRE TRACT OF LAND OUT OF SECTIONS 3 AND 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST INTERSTATE 20 AND RANKIN HIGHWAY)

Purpose:
Parkhill, on behalf MPDC Parent Holdings, LLC, is requesting to plat a 34.019-acre tract of land located on the south side of West Interstate 20 into two lots for the development of a gas station, car wash, and truck stop.

Current Zoning:

RR, Regional Retail District, in part, and BP, I-20 Business Park District, in part

This request has been routed to all respective departments for internal review. The comments are below.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on

the time of new code editions adopted in the City of Midland and date of permit application.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as Shown. [For Applicant’s Information Only.]

ROW: Refer to Transportation's Comment's. [For Applicant’s Information Only.]

PAVING: Loop 250 Frontage roadway okay as is. No public paving improvements required. Rankin Hwy okay as is. No public paving improvements required. [For Applicant’s Information Only.]

WATER: 8” water exists in Rankin Hwy W of tract, okay as is. No public water improvements required. [For Applicant’s Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant’s Information Only.]

PRO RATA: None. [For Applicant’s Information Only.]

SEWER: 36” sewer exists in Utility Easement West to East of tract, okay as is. No public wastewater improvements required. 24” sewer exists in Utility Easement North to south on W of tract, okay as is. No public wastewater improvements required. [For Applicant’s Information Only.]

DRAINAGE: Show compliance with Happy Dave's Midland Drainage Study, prepared by Parkhill and approved by City on 10/02/2025. [Reference City Code Sect. 11-2-3(D)8]

EASEMENTS: Show existing and proposed. [For Applicant’s Information Only.]

SIDEWALKS: Required with building permit. [For Applicant’s Information Only.]

TRANSPORTATION: (Approved)

Driveway permitting within city limits on I-20, LP 250, SH 191, and FM 1788 is under the jurisdiction of TxDOT. A copy of an approved TxDOT driveway permit must be provided to the City with the building permit application before a City building permit can be issued.

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway. [Reference City Code Section 9-4-5(D).]

Depending on the nature and scale of the proposed development, a Traffic Impact Analysis MAY be required prior to approval of construction drawings. [For the Applicant’s information only.]

FIRE: (Approved)

No comments or objections.

OIL AND GAS: (Approved with Conditions)

Include a radius circle of 500’ around each well as it falls into the plat area.

Add in DEVELOPMENT NOTES –
• Any occupied residence or commercial building within the 500’ radius would require a variance from City Council for a building permit.
• No occupied residence or commercial buildings are allowed within the 135’ well radius.

GIS: (Approved)

Depict and provide recording info for easement south of South 349 Acres, 3rd. For lots south of this plat, should they simply be depicted as the lot as depicted on South 349 Acres, or should they be as depicted on a per parcel basis?

ADDRESSING: (Approved)

Need to understand the commercial site's main entrance to understand where to address from. Verify Section # with Domingo. Listed as 8 now, sketch had it as 7, which appears to be right.

SURVEYOR: (Approved)

No comments

CRMWD: (Approved)

We do not have any comments on this plat.

HEALTH DEPARTMENT: (Approved)

The lot is close to a public sewer line, no need for a septic system.

AT&T: (Approved)

No issues with AT&T.

PLANNING: (Approved)

Staff recommends approval of the Preliminary Plat of South 349 Acres Addition, Section 8, subject to the following conditions.

Conditions:

A. **Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].**

B. **Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City**

departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]

Attachments:

A. SUB-25-0891, Combined Docs
B. CC - South 349 Acres Preliminary Plat

Angelina Bettanini, Development Services	Created/Initiated - 12/3/2025
Landon Ochoa, Development Services	Approved - 12/5/2025
Elizabeth Triggs, Development Services	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/5/2025
Jose Ortiz, City Manager	Approved - 12/5/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

MIDLAND Planning Division	**Preliminary Plat Application**	**For Office Use Only** SUB-25-0891 P-25-2423

Subdivision Name: South 349 Acres Addition, Section 8
(Must be named in accordance with 11-2-5(A)4 of the City Code)

Applicant (Must be an individual. Also, See affidavit on page 3 if acting as agent) Parkhill Print Name: Josh Wallender		Phone #: 432.697.1447 Email: jwallender@parkhill.com	
Address: 1700 W Wall Street	City: Midland	State: Texas	Zip: 79701

Property Owner Print Name: MPDC PARENT HOLDINGS LLC		Phone #: Email:	
Address: 500 W WALL ST STE 300	City: Midland	State: Texas	Zip: 79701

Developer: (If different from property owner) Print Name:		Phone #: Email:	
Address:	City:	State:	Zip:

Representative (If different from applicant or property owner) Print Name:		Phone #: Email:	
Address:	City:	State:	Zip:

Reason for Platting (Please be specific)
Combining 1 platted and 2 unplatted lots into 1 for a commercial site.

Plat Information	Total Acreage:

Type: ☐ Single-Family Residential ☐ Multi-Family Residential
☒ Commercial ☐ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 2	Number of Multi-Family Dwelling Units:

Request Type: ☒ Initial Preliminary Plat ☐ Preliminary Plat Amendment
(If preliminary plat amendment, submit markup showing proposed changes)

Deferral Request: Do you plan on requesting a deferral to the timing of public improvements?
☒ Yes ☐ No
(If yes, the deferral request must be submitted to the Planning Division by final plat submittal)

Development Agreement: Are you requesting a development agreement? ☐ Yes ☒ No
If yes, please call the Senior Engineering Manager at (432) – 685 – 7284 to discuss.

Revised 8/13/2025

Groundwater Availability: Per Texas Local Government Code Section 212.0101, if groundwater is intended to be the water supply for a proposed subdivision, then a statement must be provided with the plat application and must: (1) be prepared by an engineer licensed to practice in this state or a geoscientist licensed to practice in this state; and (2) certify that adequate groundwater is available for the subdivision. The certification must be submitted by filling out and submitting these two forms with the final plat application: *Certification Form: Groundwater Availability for Platting* and *Plat Attesting Form* which can be found on TCEQ's website as well as the City of Midland's website on the Planning & Zoning page. Although the state law allows for municipalities to waive this requirement under 212.0101(a-1) under certain conditions, it is the decision of the City of Midland to not waive this requirement, and therefore, will not accept requests to waive it. This certification must be submitted before or at the time of preliminary plat submittal or the preliminary plat application will not be accepted.

Will this subdivision utilize groundwater as its water supply? ☐ Yes ☒ No

Submittal and Fees

Items to be submitted with this application form:

- Application fee – Payable to "The City of Midland"
  - Payment by check is preferred but you may also pay online via invoice that will be sent you once the application is processed. Any unpaid fees will result in the request being put on hold.
  - Plats smaller than 50 acres - $350
  - Plats larger than 50 acres - $500
- Preliminary plat
  - PDF and JPEG
  - 1 FOLDED copy
  - 1 FOLDED 11" x 17" copy
- Deferral request PDF (if applicable. Refer to sketch plat comments)
  - Due by final plat submittal
- Drainage report (if applicable. Refer to sketch plat comments)
  - Email to engineeringreviews@midlandtexas.gov
- Groundwater availability certification forms (if applicable)
  - Submit physically and digitally (PDF)

The original application form, copies of the plat, and groundwater availability certification forms must be physically submitted either in person or by mail at 300 North Loraine Street, Midland, Texas, 79701. Digital copies of all the above except for the drainage report must be submitted at planningsubs@midlandtexas.gov.

Timeline & Deadlines

Applications will be scheduled in accordance with the Submittal Deadline & Meeting Schedule Dates calendar which is posted on the Planning Division's webpage at www.midlandtexas.gov. Once the application has been accepted and paid for, it will be assigned to a Planner who will facilitate the remainder of the process. Please allow 3-5 business days for a Planner to contact you confirming the status of your plat and the Planning and Zoning Commission meeting it is scheduled for as well as the City Council meeting it is scheduled for if it requires City Council approval (refer to sketch plat comments). The Planner will keep you updated throughout the process and let you know of any issues

that arise. If revisions to your plat or related documents are needed in order for staff to recommend approval of the plat to the P&Z Commission, the Planner will communicate those comments to the applicant listed on this form during the review process. All revisions must be made **by the end of the eighth business day before the date of the meeting** or staff will recommend denial of the plat to the P&Z Commission. However, you may withdraw the plat application at any time to avoid this by emailing the Planner that you wish to do so.

Signatures (by property owner only – authorized agent must sign affidavit below)

Applicant (signature): Brantley Lafoy	Date: 9/24/25
Applicant (printed): Brentley LaFoy	
Property Owner (signature):	Date:
Property Owner (printed):	

The plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the 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 acting as an agent for property owner:

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by MPOC Parent Holdings LLC the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature) _____

Subscribed and sworn to before me, this 24th day of September, 2025, to certify which witness my hand and seal of office.

Amy Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

AMY LEWIS
Notary Public, State of Texas
Comm. Expires 10-16-2026
Notary ID 131761985

For Office Use Only

- [x] Property Owner Authorization
- [x] Application Fee / [x] Paying online
  Check# invoice
- [x] Digital and Physical Copies of Plat
- [ ] Deferral Letter (if applicable. Due at final submittal)
- [ ] Groundwater Availability Certification Forms (if applicable)

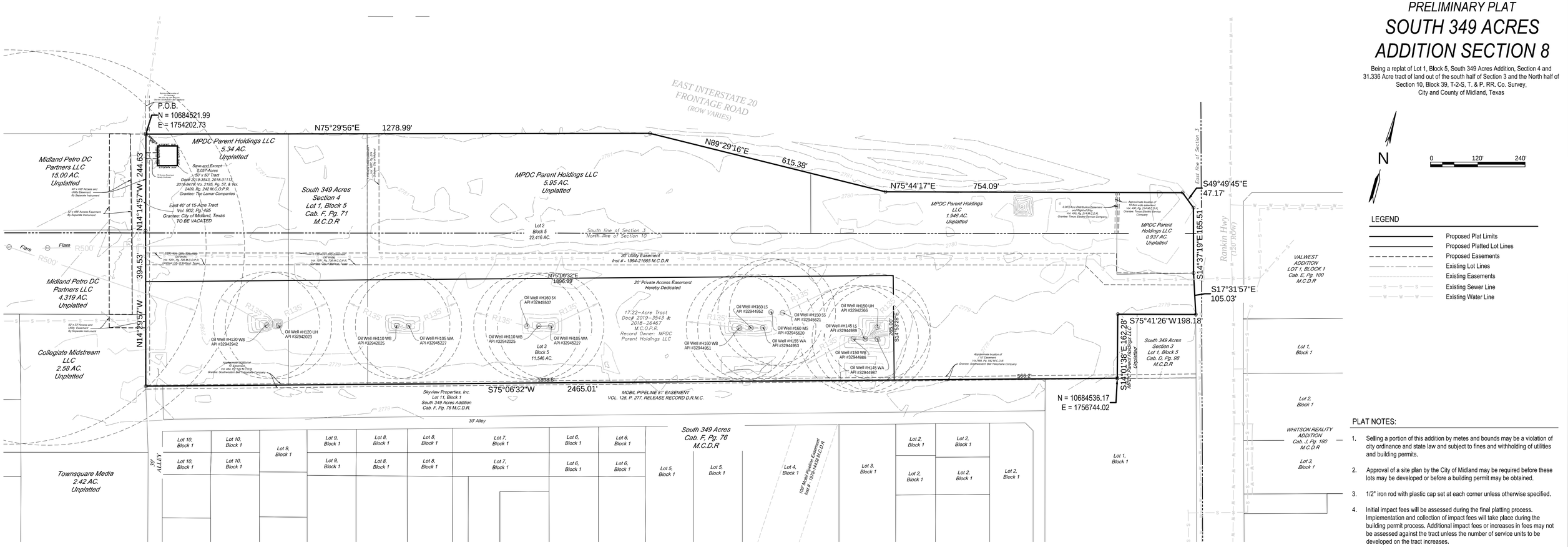
Planner Notes: west side easement note ~~will~~ vacation that will turn into offsite utility & access easement by separate instrument

Signature: Angeline Bellamid **Date:** 11/5/25

RECEIVED
NOV 05 2025
Initial:

PRELIMINARY PLAT
SOUTH 349 ACRES ADDITION SECTION 8

Being a replat of Lot 1, Block 5, South 349 Acres Addition, Section 4 and 31.336 Acre tract of land out of the south half of Section 3 and the North half of Section 10, Block 39, T-2-S, T. & P. RR. Co. Survey, City and County of Midland, Texas



LEGEND

- Proposed Plat Limits
- Proposed Platted Lot Lines
- Proposed Easements
- Existing Lot Lines
- Existing Easements
- Existing Sewer Line
- Existing Water Line

PLAT 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 these lots may be developed or before a building permit may be obtained.
3. 1/2" iron rod with plastic cap set at each corner unless otherwise specified.
4. 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.
5. Based on the U.S. Department of Housing and Urban Development, Federal Insurance Administration Flood Hazard Boundary Map, community number 480477, sheet number 48329C0202F, revised September 16, 2005, and sheet number 48329C0204F, revised September 16, 2005, the surveyed property is not located in a special flood hazard area according to the map. The current flood zone classification for the surveyed property is Zone X.

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, MPDC PARENT HOLIDINGS, LLC. is the record owner of 34.019 Acres of Land Located in Section 3 and Section 10, Block 39, T-2-S T&P RR Co. Survey, City and County of Midland, Texas and more particularly described, shown on the plat hereon.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS :

That we, MPDC PARENT HOLDINGS, LLC. do hereby adopt this plat designating the herein above described property as SOUTH 349 ACRES ADDITION, SECTION 8 to the City and County of Midland, Texas, and we do hereby dedicate to the public use forever the streets, and easements shown thereon.

WITNESS our hands at MIDLAND, Texas, this the_____day of_____.

By:_____
SIGN

_____
PRINT

_____
TITLE

ACKNOWLEDGEMENT
STATE OF TEXAS :
COUNTY OF _____ :

This instrument was acknowledged before me on_____,_____by _____ on behalf of MDPC PARENT HOLDINGS, LLC.

_____
Notary Public Signature

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

_____
Oncor Electric Delivery Service (PLEASE PRINT)

_____
AT&T Texas (PLEASE PRINT)

_____
Atmos Energy (PLEASE PRINT)

_____
Optimum (PLEASE PRINT)

_____
Astound Broadband (PLEASE PRINT)

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS

That I, Franklin Leamons, a Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

PRELIMINARY PLAT - FOR REVIEW PURPOSES ONLY

FRANKLIN LEAMONS, R.P.L.S.
#6889

SPECIAL STATE PLANE COORDINATE NOTE

Bearings, distances and coordinates are relative to the Texas State Plane Coordinate System (Central Zone1983 NAD) , with a combined grid factor of 0.9998958 for mean project datum. The theta angle is equal to -00°54'48.39" at USC&GS station "Midland", with published values of N=10,690,154.70 and E=1,746,696.78 in U.S. Survey Feet.

CERTIFICATE OF APPROVAL

For approval by the Commission:
This is to certify that the above and foregoing plat of SOUTH 349 ACRES, SECTION 8 was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas, on this the_____ day of_____.

_____
Chairman - Abraham Bejil

_____
Secretary - Landon Ochoa

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____

DATE _____



LOCATION MAP

OWNER:

MDPC PARENT HOLDINGS, LLC
500 W. Wall St. #300
Midland, Texas 79701
432.682.6685

DEVELOPER:

WESTERN BUILDERS
Brandon Robertson
700 S Grant Street
Amarillo, Texas 79101
432.467.9171

ENGINEER:

PARKHILL
1700 W Wall St., #100
Midland, Texas 79701
432-697-1447

SOUTH 349 ACRES ADDITION SECTION 8

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091



Location Map

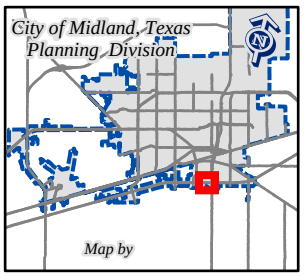
SUB-25-0891 **Scale: 1" = 597 '**

Proposed plat of South 349 Acres Addition, Section 8, being a replat of Lot 1, Block 5, South 349 Acres Addition, Section 4, and a 33.962-acre tract of land out of Section 3 and 10, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of East Interstate 20 and Rankin Highway.
(Council District 2)

LEGEND

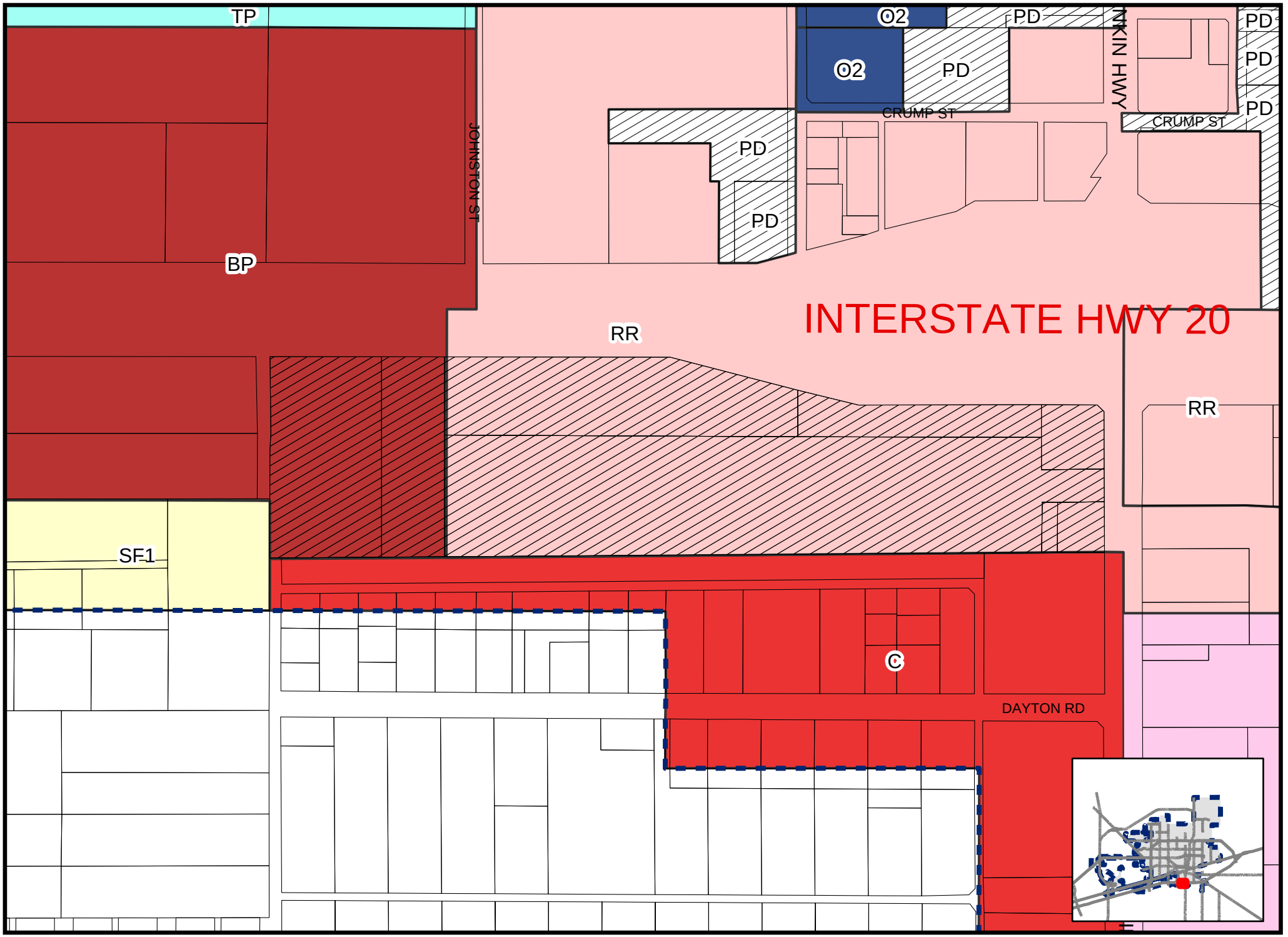
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA S NOT A SUBSTITUT ON FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITT NG 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.



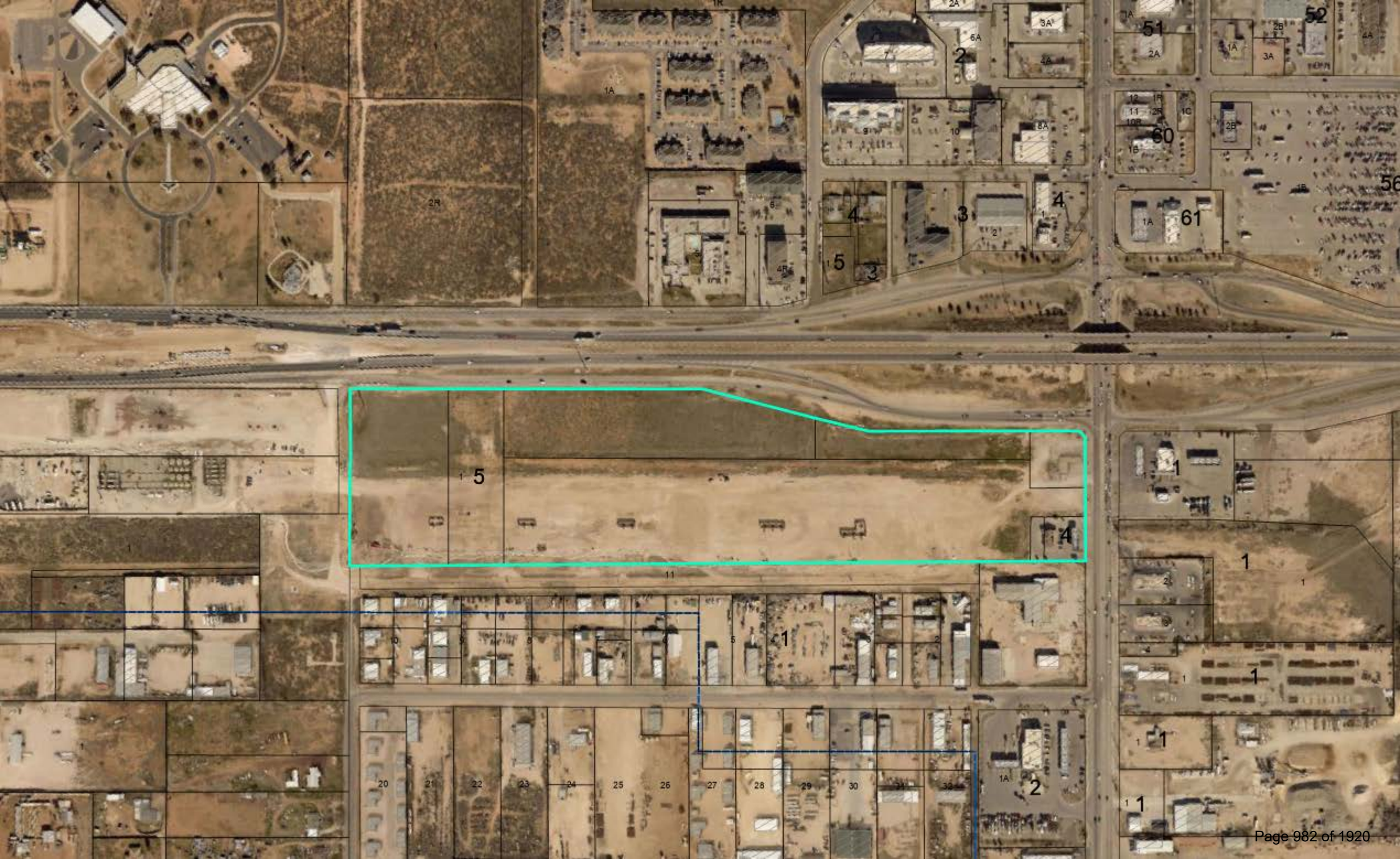
Created: 9/30/2025

SUB-25-0891

Scale: 1" = 382 '

ZONING MAP

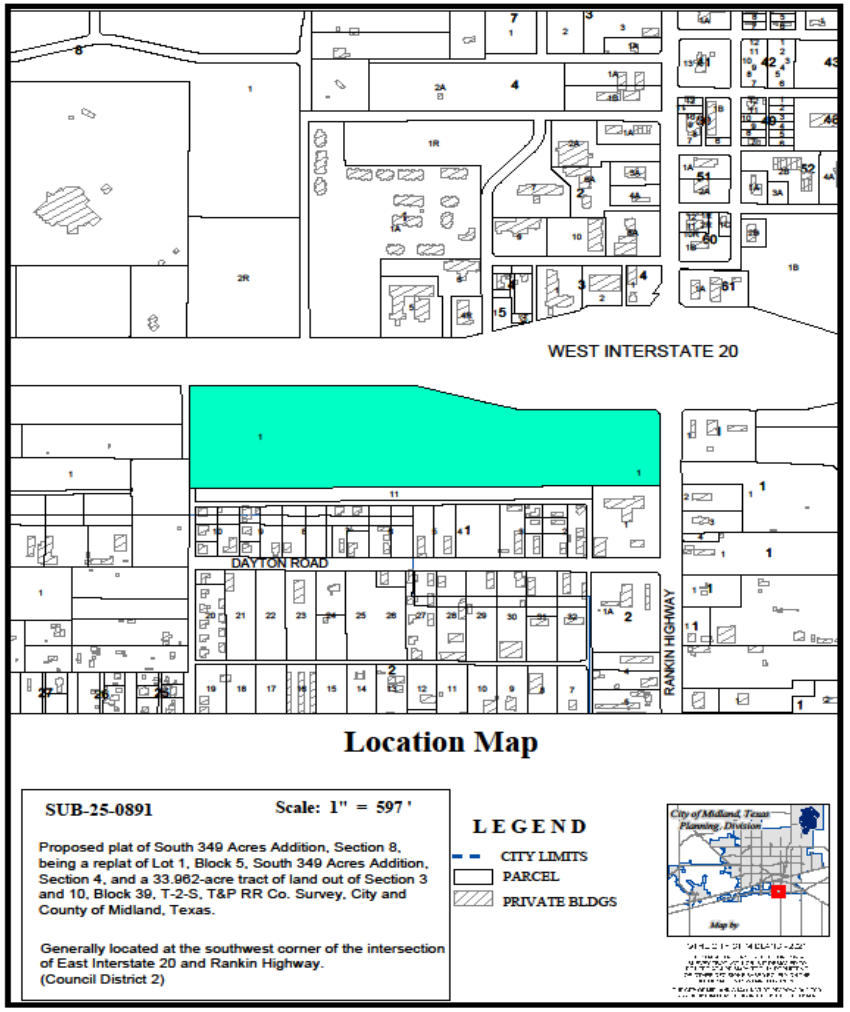
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE OUTSIDE OF THIS USE.




MIDLAND
Be the Energy!
ITEM
PRELIMINARY PLAT
SOUTH 349 ACRES ADDITION, SECTION 8
Visit Our Website
MIDLANDTEXAS.GOV

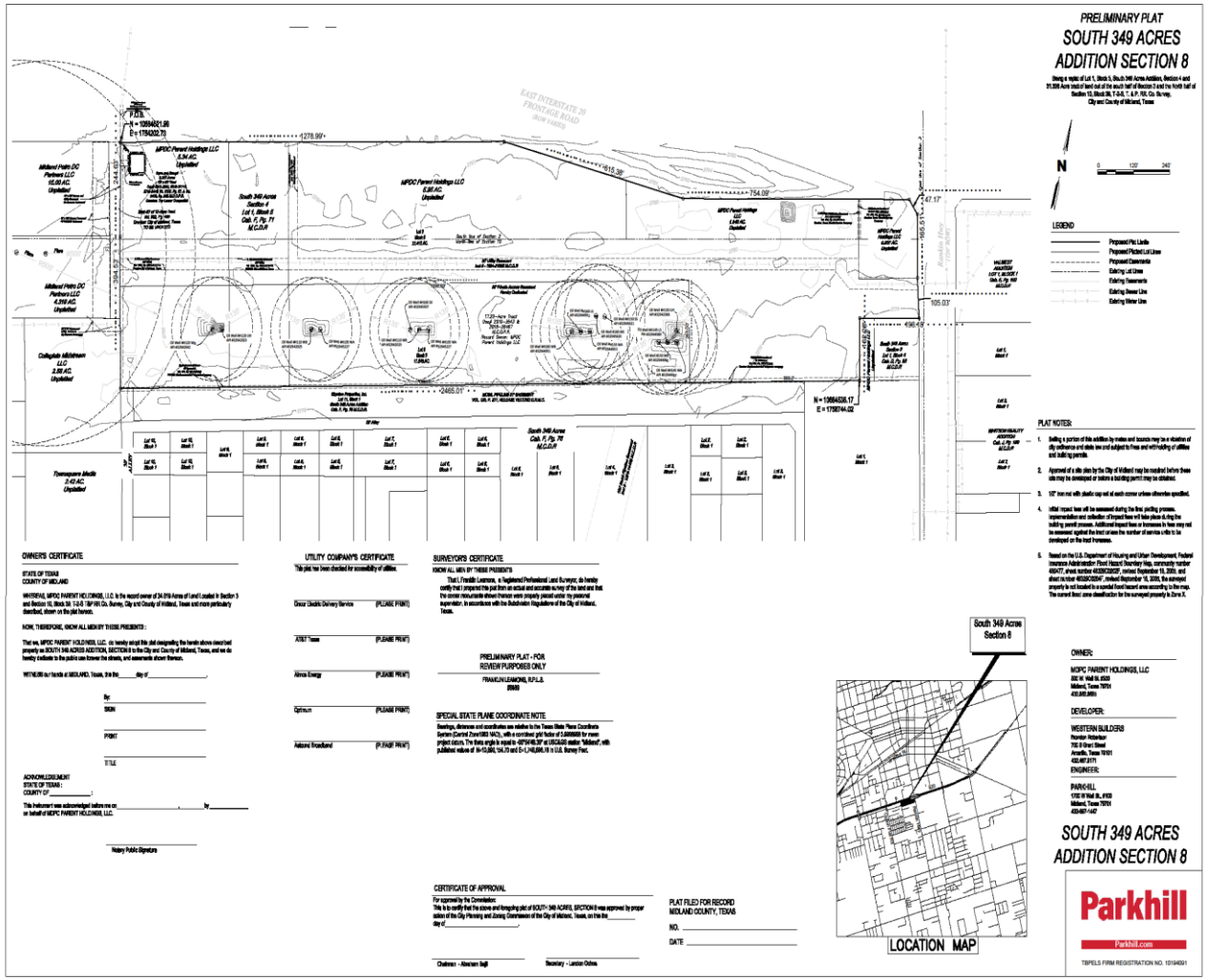
APPLICATION SUMMARY

- **Representative:** Josh Wallender, with Parkhill
- **Property Owner:** MPDC Parent Holdings, LLC
- **Location:** Generally located at the southwest corner of the intersection of West Interstate 20 and Rankin Highway (Council District 2)
- **Reason for Request:** For the construction of a gas station, car wash, and truck stop



PLAT DETAILS

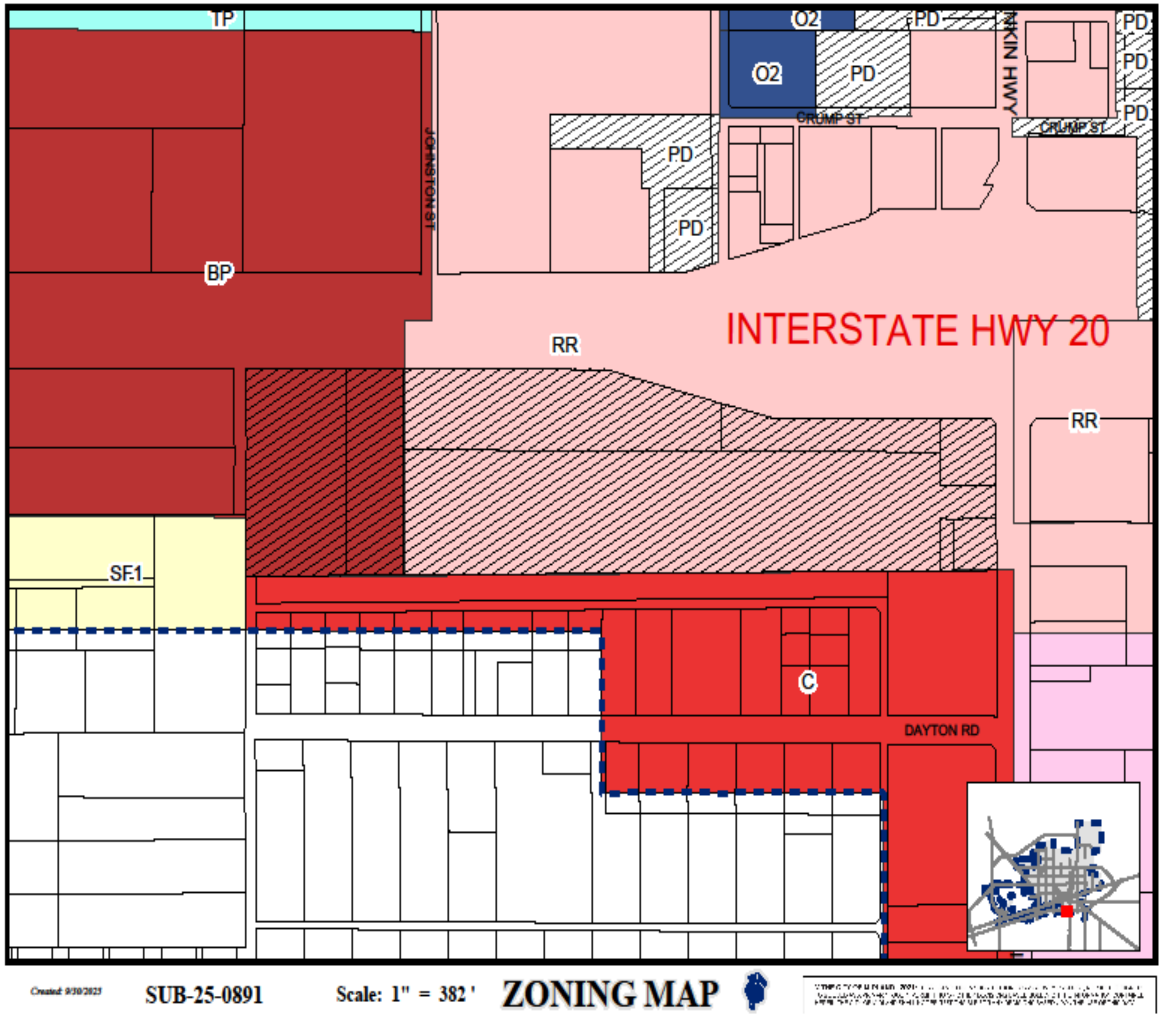
- **Acreage:** 34.019-acre
- **Number of Existing Lots:** 1
- **Number Proposed Lots:** 2



MIDLAND
Be the Energy!

ZONING

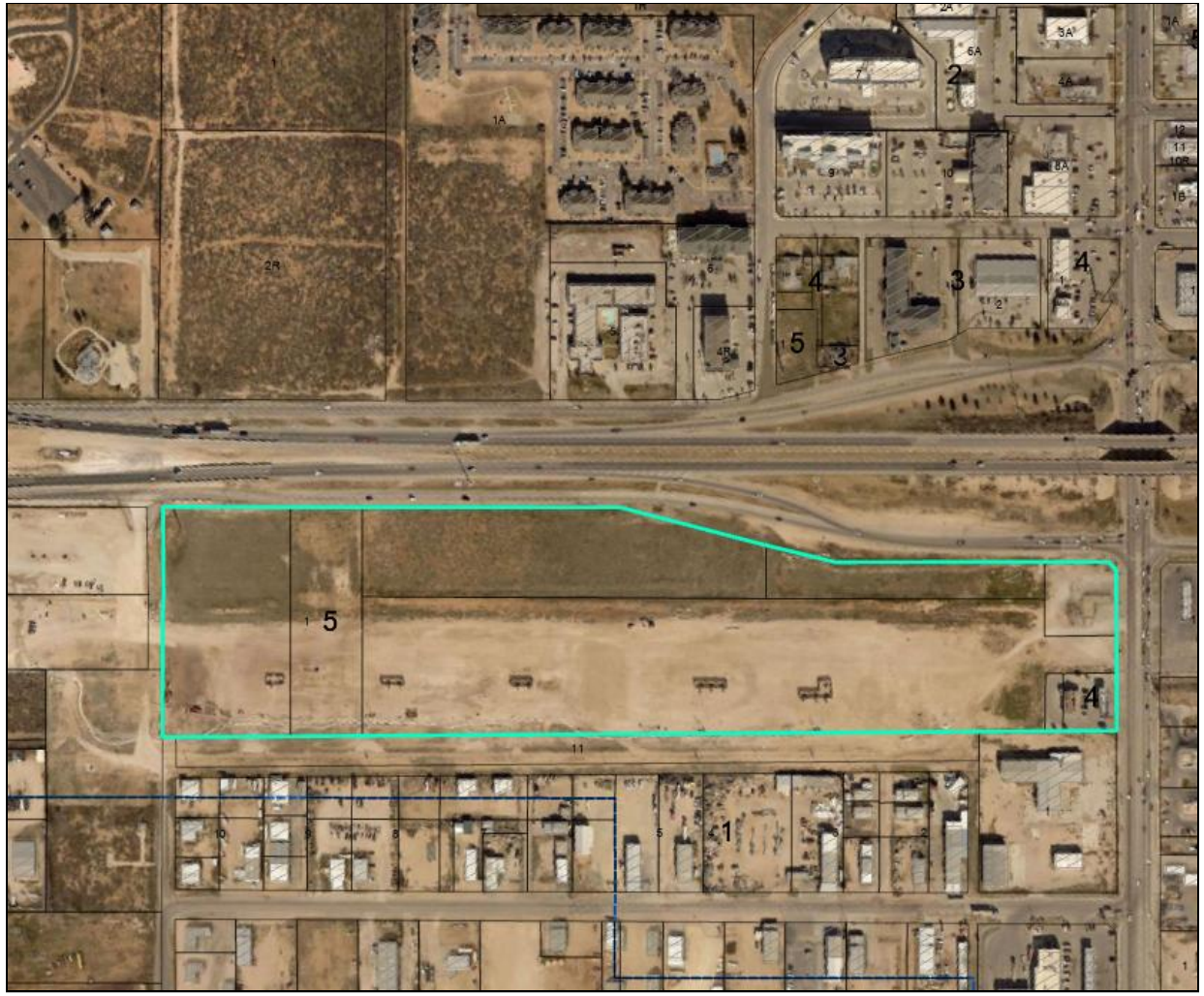
- **Current Zoning:** RR, Regional Retail District, in part, and BP, I-20 Business Park District, in part
- **Surrounding Zoning:**
  - **North/East:** RR, Regional Retail District
  - **South:** C, Commercial District
  - **West:** BP, I-20 Business Park District



MIDLAND
Be the Energy!

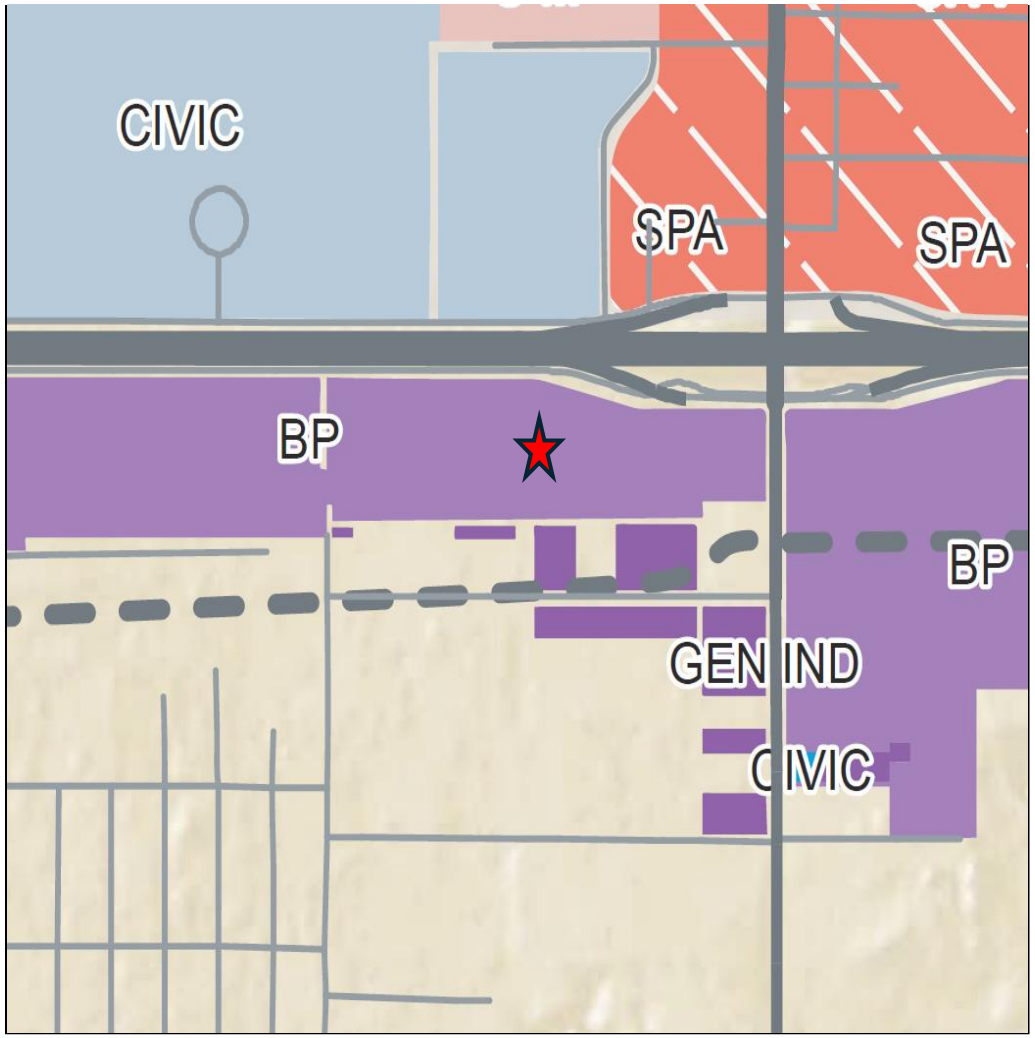
LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North:** West Interstate 20
  - **South:** Various Shops and Automotive Repair Shops
  - **West:** Vacant Land
  - **East:** Gas Station
- **Proposed Use:** Gas Station, Car Wash, and Truck Stop



COMPREHENSIVE PLAN

- **Land Use Designation:** Business Park I-20 (BP)
- **Supported Uses:** Much of the corridor will focus on warehousing and distribution with larger scale visitor services located at the major intersections.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

RELATED ITEMS

- In addition to the platting, this property is concurrently going through the zone change process.
- The Planning and Zoning Commission approved this request December 1, 2025.



STAFF'S RECOMMENDATION

- Staff recommends approval of this request with the following conditions:

A. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].



STAFF'S RECOMMENDATION

B. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 26.
Meeting Date: December 16, 2025
To: City Council
From: Greg Snow, Police Chief
Subject: MOTION ACCEPTING A DONATION IN THE AMOUNT OF FIVE THOUSAND DOLLARS ($5,000.00) FROM OCCIDENTAL PETROLEUM CORPORATION; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF A LEICA SCANNER FOR THE MIDLAND POLICE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF FIVE THOUSAND DOLLARS ($5,000.00) IN THE TECHNOLOGY AND EQUIPMENT FUND UPON THE CITY OF MIDLAND'S RECEIPT OF SAID DONATION

Purpose:
Authorize a motion to accept a donation in the amount of five thousand dollars ($5,000.00) from the Occidental Petroleum Corporation (OXY) to the Midland Police Department.

Recommended Action:
Approval

Fiscal Impact:
Five thousand dollars ($5,000.00) will be appropriated upon receipt to the Police Technology and Equipment Fund.

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
The funds from this donation will be used to go towards the purchase of a Leica Scanner for the Midland Police Department.

Attachments:
None

Greg Snow, Police Department	Created/Initiated - 12/4/2025
Greg Snow, Police Department	Approved - 12/4/2025
Christy Weakland, Finance	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/8/2025
Jose Ortiz, City Manager	Approved - 12/8/2025
Morris Williams, City Manager	Approved - 12/9/2025

Kathy Rauda, City Secretary Final Approval - 12/9/2025

City Council Meeting

Item Number: 27.
Meeting Date: December 16, 2025
To: City Council
From: Greg Snow, Police Chief
Subject: MOTION ACCEPTING A DONATION IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS ($15,000.00) FROM MEC PETROLEUM CORPORATION; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF NECESSARY EQUIPMENT FOR THE MIDLAND POLICE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF FIFTEEN THOUSAND DOLLARS ($15,000.00) IN THE TECHNOLOGY AND EQUIPMENT FUND UPON THE CITY OF MIDLAND'S RECEIPT OF SAID DONATION

Purpose:
Authorize a motion to accept a donation in the amount of fifteen thousand dollars ($15,000.00) from the MEC Petroleum Corporation to the Midland Police Department.

Recommended Action:
Approval

Fiscal Impact:
Upon receipt of the donated funds, $15,000 will be appropriated for equipment purchase.

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
The funds from this donation will be used to purchasegear for officers.

Attachments:
None

Greg Snow, Police Department	Created/Initiated - 12/4/2025
Greg Snow, Police Department	Approved - 12/4/2025
Christy Weakland, Finance	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/8/2025
Jose Ortiz, City Manager	Approved - 12/8/2025
Morris Williams, City Manager	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

City Council Meeting

Item Number: 28.
Meeting Date: December 16, 2025
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT OF WAY LICENSE (25-495-022) WITH ENTERPRISE GATHERING II LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 3, 7, AND 12, BLOCK C-24, ABSTRACTS 1027, 1028, AND 1029, LOVING COUNTY, TEXAS, AND SECTIONS 20, 21, AND 26, BLOCK C-23, ABSTRACTS 1391,1413, AND 1415, PUBLIC SCHOOL LAND SURVEY, WINKLER COUNTY, TEXAS

Purpose:
This motion will provide the applicant with multiple rights of way for gas utility transmission pipelines, fuel gas pipelines and a gas compression facility surface use area, in addition to an access road to service the production facilities on City of Midland-owned T-Bar Ranch.

Applicants will also need multiple temporary workspaces as noted on the Exhibit plats for construction.

This Right-of-Way License is proposed for an initial (10) year period, paid in advance, and shall automatically renew at the end of the initial term and each successive term for additional terms of 10 years.

Recommended Action:
Motion authorizing the execution of a Right-of-Way License (25-495-022) with Enterprise Gathering II LLC regarding City-owned property described as Sections 3, 7, 12, Block C-24, Abstracts 1027, 1028, 1029 Loving County and Sections 20, 21 and 26 Block C-23, Abstracts 1391,1415, 1413, Public School Land Survey, Winkler County Texas.

Fiscal Impact:
The following fees will be collected:

Application fees (one time): $3,000

First 10-year ROW License Fees.

Exhibit A.

Pipeline #1, 4” Fuel Gas (661.51 rods x $190.00) $125,686.90

Pipeline #2, 20” Gas Utility Line (661.51 rods x $490.00) $324,139.90

Pipeline #3, 24” Gas Utility Line (985.57 rods x $830.00) $818,023.10

Exhibit B.

9.93-acre Compressor Station Surface Area (432,550.80 sq. ft. x $0.30) $129,765.24

Exhibit C.

Road #1, 30’ wide (52.87 rods x $160) $ 8,459.20

Road #2, 30’ wide (3.66 rods x $160) $585.60

Road #3, 30’ wide (33.36 rods x $160) $5,337.60

Total Collected: $1,414,997.54
,

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Enterprise Gathering II LLC pipelines and compressor station will service a large portion of the overall mineral production and removal from this area.

As shown on the council map, it will not disrupt City water infrastructure and will not interfere with the T-Bar Ranch water operations in this area.

Certificates of Insurance (COI) with the City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland have been collected and on file.

City Secretary to record the completed License Agreement in Loving and Winkler Counties

Attachments:
A. ROW - Executed Enterprise Gathering II LLCROW License 25-495-022
B. Exhibit A - pipelines
C. Exhibit B - surface
D. Exhbit C - Roads
E. Council Map Enterprise_TBar_111225
F. Enterprise Gathering II LLC COI 2025-2026
G. 10 years paid in full check

John Simmons, Utilities	Created/Initiated - 12/1/2025
Carl Craigo, Utilities	Approved - 12/3/2025
Linda Ochoa, Legal	Approved - 12/8/2025
Jose Ortiz, City Manager	Approved - 12/8/2025
Morris Williams, City Manager	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	December 17, 2025
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Enterprise Gathering II LLC
Licensee's Representative:	**Cody B. Trevino**
Licensee's Mailing Address:	1100 Louisiana St. Ste. 1000 Houston, Texas 77002
Property:	As described in Exhibits "A", "B", and "C"
License Number:	**25-495-022**

Licensee desires use of certain Property (as defined below) owned by Licensor in Loving County and Winkler County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years, commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term and each successive term for additional terms of ten (10) years.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License that is not disputed, in good faith, and that failure continues for sixty (60) days after written notice of the failure to pay 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 sixty (60) days after Licensor delivers notice to Licensee reasonably detailing the breach or default; provided however, that if such cure cannot be reasonably completed within said 60-day period, Licensee shall have as much time as is reasonably necessary to cure such failure so long as Licensee diligently commences and completes such cure.

Additionally, Licensor may require Licensee to relocate the Pipeline in the event that an applicable rule or regulation promulgated by the TCEQ and/or EPA requires the lowering or removing of the Pipeline. In the event Licensor requires Licensee to relocate all or any part of the Pipeline or appurtenant facilities pursuant to this section, Licensor agrees to grant to Licensee the necessary temporary workspace to accomplish the relocation and, if necessary, a new license on land suitable for the relocation at no additional cost, subject to the terms of this Agreement, and Licensor and Licensee shall execute an appropriate amendment to this Agreement to reflect the new location of any of the License.

Upon expiration or termination of this License, Licensee shall remove all above-ground equipment and structures associated with the undertakings contemplated by this License and cut, fill the line with grout or other appropriate inert substance and cap the pipeline. Licensee shall ensure that the pipeline is abandoned in an environmentally safe manner in accordance with applicable laws, rules and regulations. After removal of all above-ground equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. Grantee shall be required to remove the Pipeline upon termination of this Agreement if any applicable rule or regulation promulgated by the Texas Railroad Commission, TCEQ and/or EPA requires such removal upon abandonment. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License, to the extent of any applicable statute of limitations.

II. Financial Consideration

A. License Fee. The Initial Term license fee in the amount of ONE MILLION FOUR HUNDRED ELEVEN THOUSAND NINE HUNDRED NINETY-SEVEN and 54/100 Dollars ($1,411,997.54) ("License Fee") shall be due and payable on or prior to the Commencement Date of this License.

B. Surface Damage Fee. Purposefully omitted.

C. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of Three Thousand and No/100 Dollars ($3,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

D. Renewal Fee Adjustment. For each renewal term, Licensor and Licensee agree there shall be an inflation adjustment and the payment, described in paragraph II.A above, shall be adjusted at

each renewal according to the Chained Consumer Price Index for All Urban Consumers (as determined by the Bureau of Labor Statistics) beginning with November 19, 2035, and each succeeding ten (10) year period thereafter until the termination of this Agreement; however, the amounts paid shall not be less than the rates stated herein.

E. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

F. Late Payment. Notwithstanding anything herein to the contrary, if the Licensee fails to timely remit a renewal fee, Licensee shall thereafter have thirty (30) days following its actual receipt of written notice from Licensor of such payment not being received to remit any such renewal fee, and the parties hereto agree that any such payment made during the 30-day cure period will be deemed a timely remitted renewal fee sufficient to continue and extend the easement rights granted by Licensor to Licensee under the Agreement. Grantee shall have the right to pay in advance any renewal fee. Licensee's failure to make payment of any of the above fees within thirty (30) days after notice such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being seventy (70) feet in width of the locations with operations limited to areas as shown on **Exhibits "A", "B", and "C"** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a steel pipeline, not to exceed four (4) inches in diameter, for the transportation of natural gas, a steel pipeline, not to exceed twenty (20) inches, for the transportation of natural gas, and a pipeline, not to exceed twenty-four (24) inches, for the transportation of natural gas as shown on **Exhibit "A"**, a 9.93-acre surface site to locate a compressor station as shown on **Exhibit "B"**, and three (3) access roads, each not to exceed thirty (30) feet in width, as shown on **Exhibit "C"** and to have the right of ingress and egress at convenient points for such purpose, said construction width shall revert to thirty (30) feet after the lines are completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within ninety (90) days of completion of the pipeline(s) and facilities described herein. If the Licensee fails to timely provide the as-built survey, Grantee shall thereafter have thirty (30) days following its actual receipt of written notice from Grantor of such survey not being received to remit any such survey, and the parties hereto agree that any such survey received during the 30-day cure period will be deemed timely remitted.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will be in the same or better condition in compliance with Licensor's reasonable standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair

all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's reasonable standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-eight inches (48") in depth. Licensee further covenants and agrees that all trenches shall be leveled out on either side of each pipeline and that one (1) foot of soil fill shall be placed over the trench backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall not be unreasonably withheld, conditioned or delayed.

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 so long as such improvements do not unreasonably interfere with Licensee's pipeline and meets any applicable depth and separation requirements.

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 so long as such improvements do not unreasonably interfere with Licensee's pipeline and meets any applicable depth and separation requirements. 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, and Licensor will reimburse Licensee for the cost of the relocation. Licensee shall have the right to present alternative proposals for Licensor's consideration. In the event that a governmental entity or agency, other than Licensor, or court of law requires Licensee to remove, alter, change, adapt, or conform any of Licensee's facilities, Licensee shall comply with such requirement without claim for reimbursement for the cost of the relocation or for damages against Licensor.

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 so long as same do not unreasonably interfere with Licensee's pipeline and meets any applicable depth and separation requirements.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall not be unduly withheld, conditioned or delayed. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License, subject to the applicable statute of limitations.

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 (except as used for pipeline maintenance and inspection), alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor. The relocation, change, or alteration shall be at the sole cost of Licensor. In the event that a governmental entity or agency, other than Licensor, or court of law requires Licensee to remove, alter, change, or relocate any of relocate any pipeline, property, or casing of Licensee, Licensee shall comply with such requirement without claim for reimbursement for the cost of the relocation or for damages against Licensor. Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property so long as the same do not interfere with or damage Licensee's Pipeline and meet any applicable depth and separation requirements. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose so long as the same do not interfere with or damage Licensee's Pipeline and meet any applicable depth and separation requirements.

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 include 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 include Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES,

CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY UNAFFILIATED WITH THE INDEMNITEES, DIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"). LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION OR OTHER PERMITTED FACILITIES OR STRUCTURES DESCRIBED HEREIN.

LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES

OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY UNAFFILIATED WITH THE INDEMNIFIED PARTIES, ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER APPLICABLE LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE AND COVERED BY THE INDEMNIFICATION PROVISIONS HEREIN.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager. Notwithstanding the foregoing, Grantee may assign this Agreement, in whole or in part, without the consent of Grantor, to any (i) entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control of, Grantee or (ii) to any bank, financing

institution or other lender, or groups thereof, pursuant to the terms of any financing or security agreements or deeds of trust.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (L.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND

CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. 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.**

H. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

I. 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.

J. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability

whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

K. 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.

L. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

M. 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.

N. 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.

O. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

P. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

Q. Recordable Release. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

R. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentely-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

LICENSEE:
ENTERPRISE GATHERING II LLC

By: _____
Printed Name: Cody B. Trevino
Title: Agent and Attorney-in-Fact

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 19th day of November, 2025 personally appeared Cody B. Trevino an officer of Enterprise Gathering II 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 19th day of November, 2025.

_____
Notary Public, State of TEXAS

SCHERI SCHMIDT
Notary Public, State of Texas
Comm. Expires 08-19-2027
Notary ID 126205042

EXHIBIT "A"

GRP-TX-WK-0003.00000 & FGL-TX-WK-0003.00000
WINKLER COUNTY, TEXAS
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE & GRIZZLY FUEL GAS LINE
ENTERPRISE GATHERING II LLC

FIELD NOTES DESCRIBING
PROPOSED 50' WIDE PIPELINE RIGHT-OF-WAY

Being a centerline description of a proposed fifty-foot (50') wide pipeline right-of-way located within Section 26, Block C-23, Public School Lands, Abstract Number 1415, Winkler County, Texas, and being a portion of a tract described to the City of Midland in Volume 210, Page 577 of the Deed Records of Winkler County, Texas (D.R.WK.C.TX.).

Being more particularly described as lying twenty-five feet (25') on each side of the following described centerline:

BEGINNING (POINT OF BEGINNING) at a point within said Section 26, being on the most westerly East line of a proposed compressor station, having grid coordinates of N: 10,695,306.40, E: 1,376,903.81, from which a 2-inch iron pipe found for the Northwest corner of said Section 26 bears N 67°12'25" W a distance of 5,785.79 feet;

THENCE across said Section 26 the following course and distance:

N 75°41'40" E a distance of 800.69 feet to the East line of said Section 26 and the *POINT OF TERMINATION* of the centerline described herein, having grid coordinates of N: 10,695,504.25, E: 1,377,679.67, from which a 2-inch iron pipe found for the Northeast corner of said Section 26 bears N 16°13'40" W a distance of 3,676.63 feet.

The total length of the above described proposed pipeline right-of-way is 800.69 feet (48.53 rods), containing 0.92 acre of land, together with 0.87 acre of temporary workspace and 2.86 acres of additional workspace, more or less.

Coordinates, bearings, distances, and areas shown hereon are grid values and are based upon the Texas Coordinate System of 1983, Central Zone, U.S. Survey Feet. All distances and areas shown hereon are based on grid measurements utilizing a combined scale factor of 0.999890813 and a convergence angle of -1.536675°.

Title and current ownership information furnished by Norfleet Land Services.

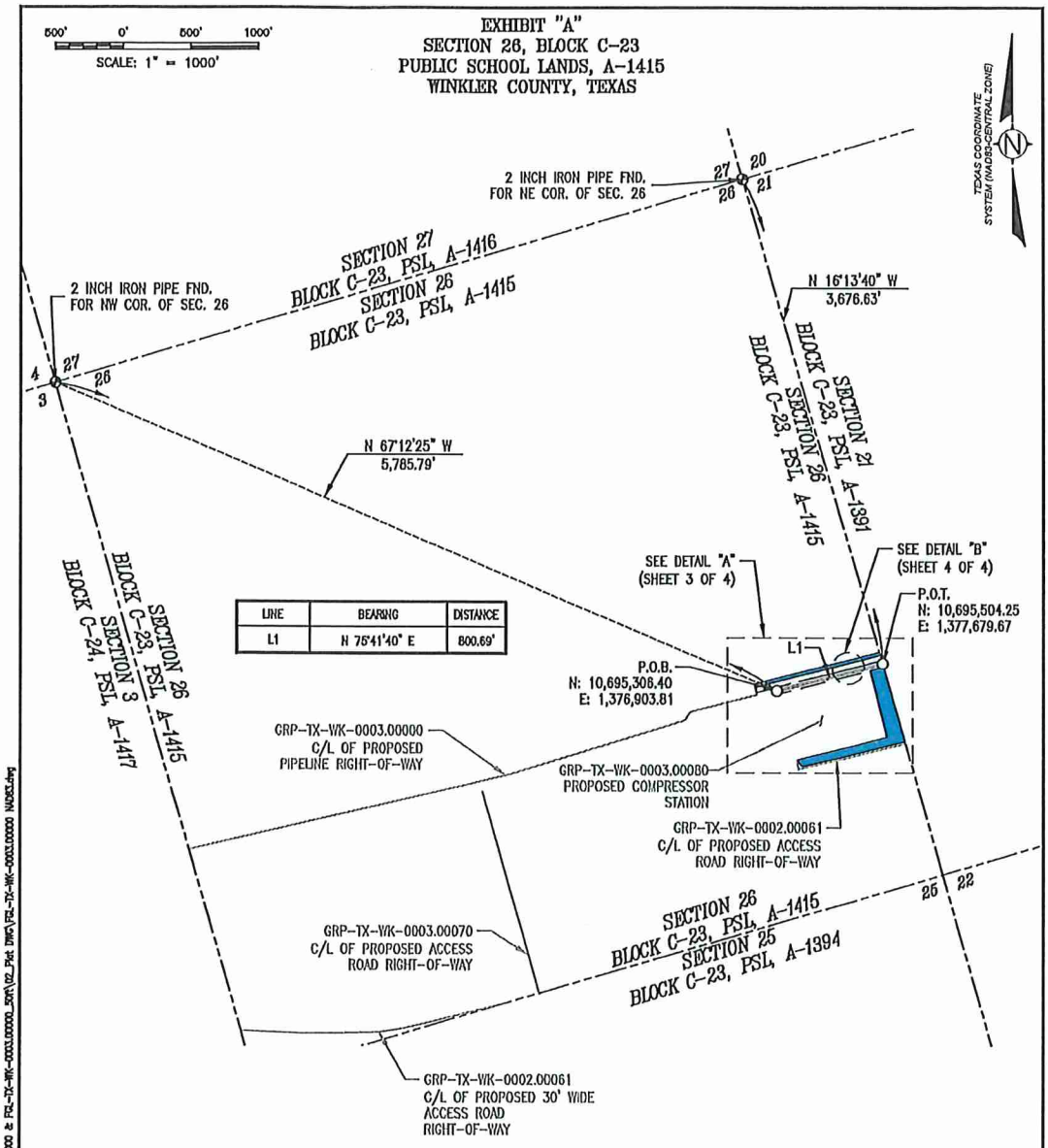
STATE OF TEXAS
COUNTY OF WINKLER

I hereby certify that these field notes and the attached plat are together an accurate representation of an actual proposed right-of-way survey made on the ground under my supervision during May 2025 and conform with the Professional and Technical Standards of the Texas Engineering and Land Surveying Practices Act revised September 14, 2024.



DELTA FIELD SERVICES, LLC.
FIRM NO. 10193748
PROJECT NO. EPD_20251087

EXHIBIT "A"
SECTION 26, BLOCK C-23
PUBLIC SCHOOL LANDS, A-1415
WINKLER COUNTY, TEXAS



LINE	BEARING	DISTANCE
L1	N 75°41'40" E	800.69'

NOTES:

1) FOR ADDITIONAL INFORMATION, SEE ATTACHED FIELD NOTES MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF RIGHT-OF-WAY.
2) COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID VALUES AND ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET. ALL DISTANCES AND AREAS SHOWN HEREON ARE BASED ON GRID MEASUREMENTS UTILIZING A COMBINED SCALE FACTOR OF 0.999890813 AND A CONVERGENCE ANGLE OF -1.536875'.
3) THIS PLAT AND THE ATTACHED FIELD NOTES WERE PREPARED FOR THE PURPOSES OF CREATING A PIPELINE RIGHT-OF-WAY AND MUST NOT BE USED AS A PROPERTY BOUNDARY SURVEY.
4) RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY NORFLEET LAND SERVICES.

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING MAY 2025 AND CONFORMS WITH THE PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS ENGINEERING AND LAND SURVEYING PRACTICES ACT REVISED SEPTEMBER 14, 2024.

STATE OF TEXAS REGISTERED TRAVIS R. MUDFORD 6029 PROFESSIONAL LAND SURVEYOR

10/31/2025

TRAVIS R. MUDFORD
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6029
DATE

PROPOSED PIPELINE RIGHT-OF-WAY = 0.92 ACRE	
TEMPORARY WORKSPACE = 0.87 ACRE	
ADDITIONAL TEMPORARY WORKSPACE = 2.86 ACRES	
CENTERLINE FOOTAGE = 800.69 FEET	
CENTERLINE RODS = 48.53 RODS	

LEGEND
MONUMENT ⊕ SECTION LINE
CALCULATED POINT ○ PROPERTY LINE ℄
POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
REF. LINE
℄ PROPOSED RIGHT-OF-WAY
PROPOSED RIGHT-OF-WAY
ADDITIONAL TEMPORARY WORKSPACE A.T.W.S.

DELTA FIELD SERVICES
H.Q. NORTH RICHLAND HILLS, TX
Firm No. 10193748

Enterprise Gathering II LLC
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE & GRIZZLY FUEL GAS LINE

REV.	DATE	DESCRIPTION	BY	CHKD.
2	07/09/25	UPDATED HEADERS	JRD	TRM
3	9/02/25	ROUTE UPDATE	JRD	TRM
4	10/31/25	UPDATED PIPE SIZE	DJC	TRM

JOB NO.: EPD_20251087
DWN. BY: JRD DATE: 06/02/25
CHK. BY: TRM DATE: 08/20/25
SHEET: 2 OF 4

GRP-TX-WK-0003.00000 & FGL-TX-WK-0003.00000

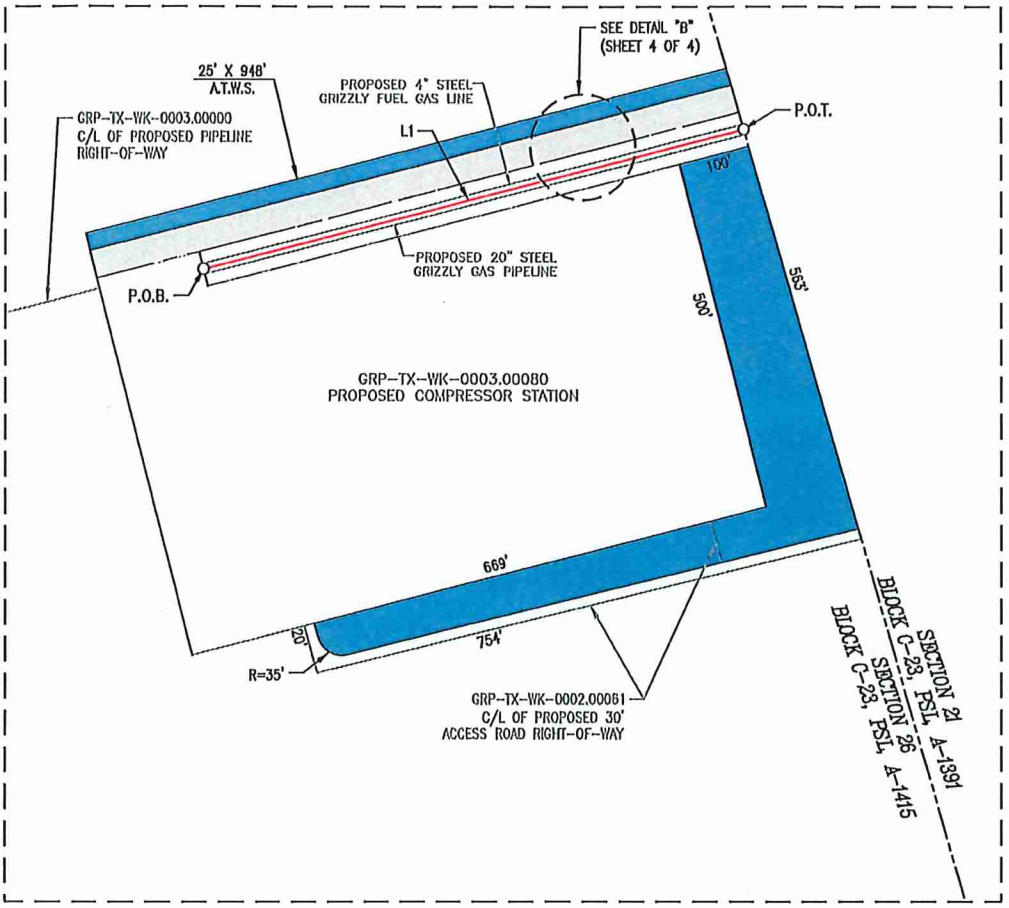
PLAT FOR A PROPOSED 50' WIDE PIPELINE RIGHT-OF-WAY CROSSING THE PROPERTY OF
CITY OF MIDLAND
WINKLER COUNTY, TEXAS

DFS ADDRESS: 7017 OAK HILLS COURT, NORTH RICHLAND HILLS, TX 76182, OFFICE: 318.323.6900

S:\Projects\Enterprise Products Operating, LP\Midstream\20251087 - Grizzly Pipeline(COI)\Survey\01_Working\05_Trench Vacuum (Grizzly)\GRP-TX-WK-0003.00000 & FGL-TX-WK-0003.00000_ESRI\02_Plat DWG\FGL-TX-WK-0003.00000 MAP.dwg

EXHIBIT "A"
SECTION 26, BLOCK C-23
PUBLIC SCHOOL LANDS, A-1415
WINKLER COUNTY, TEXAS

TEXAS COORDINATE SYSTEM (NAD83-CENTRAL ZONE)



DETAIL "A"
NOT TO SCALE

NOTES:

1) FOR ADDITIONAL INFORMATION, SEE ATTACHED FIELD NOTES MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF RIGHT-OF-WAY.

2) COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID VALUES AND ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET. ALL DISTANCES AND AREAS SHOWN HEREON ARE BASED ON GRID MEASUREMENTS UTILIZING A COMBINED SCALE FACTOR OF 0.999890813 AND A CONVERGENCE ANGLE OF -1.536875'.

3) THIS PLAT AND THE ATTACHED FIELD NOTES WERE PREPARED FOR THE PURPOSES OF CREATING A PIPELINE RIGHT-OF-WAY AND MUST NOT BE USED AS A PROPERTY BOUNDARY SURVEY.

4) RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY NORFLEET LAND SERVICES.

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING MAY 2025 AND CONFORMS WITH THE PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS ENGINEERING AND LAND SURVEYING PRACTICES ACT REVISED SEPTEMBER 14, 2024.

STATE OF TEXAS
REGISTERED
TRAVIS R. MUDFORD
6029
PROFESSIONAL
LAND SURVEYOR

TRAVIS R. MUDFORD — DATE 10/31/2025
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6029

PROPOSED PIPELINE RIGHT-OF-WAY = 0.92 ACRE	
TEMPORARY WORKSPACE = 0.87 ACRE	
ADDITIONAL TEMPORARY WORKSPACE = 2.86 ACRES	
CENTERLINE FOOTAGE = 800.69 FEET	
CENTERLINE RODS = 48.53 RODS	

LEGEND
MONUMENT ⊕ — SECTION LINE
CALCULATED POINT ○ — PROPERTY LINE
POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
REF. LINE
℄ PROPOSED RIGHT-OF-WAY
PROPOSED RIGHT-OF-WAY
ADDITIONAL TEMPORARY WORKSPACE A.T.W.S.

DELTA FIELD SERVICES
H.Q. NORTH RICHLAND HILLS, TX
Firm No. 10193748

Enterprise Gathering II LLC
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE & GRIZZLY FUEL GAS LINE

REV.	DATE	DESCRIPTION	BY	CHKD.
2	07/09/25	UPDATED HEADERS	JRD	TRM
3	9/02/25	ROUTE UPDATE	JRD	TRM
4	10/31/25	UPDATED PIPE SIZE	DJC	TRM

JOB NO.: EPD_20251087
DWN. BY: JRD — DATE: 06/02/25
CHK. BY: TRM — DATE: 08/20/25
SHEET: 3 OF 4

GRP-TX-WK-0003.00000 & FGL-TX-WK-0003.00000

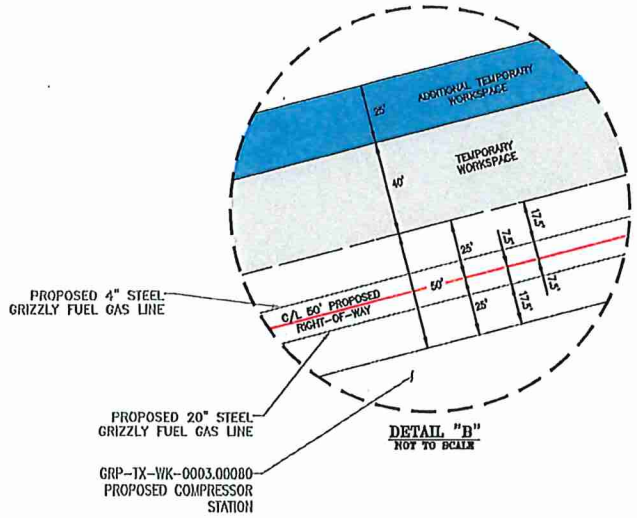
PLAT FOR A PROPOSED 50' WIDE PIPELINE RIGHT-OF-WAY CROSSING THE PROPERTY OF
CITY OF MIDLAND
WINKLER COUNTY, TEXAS

DFS ADDRESS: 7017 OAK HILLS COURT, NORTH RICHLAND HILLS, TX 76182, OFFICE: 318.323.6900

S:\Projects\Enterprise Products Operating, LP\Midstream\20251087 - Grizzly Pipeline(TX)\Survey\01_Working\05_Tracts\Tracts\Grizzly\GRP-TX-WK-0003.00000_50R\02_Plat DWG\FGL-TX-WK-0003.00000 & FGL-TX-WK-0003.00000 & FGL-TX-WK-0003.00000 NAD83.dwg

EXHIBIT "A"
SECTION 26, BLOCK C-23
PUBLIC SCHOOL LANDS, A-1415
WINKLER COUNTY, TEXAS

TEXAS COORDINATE SYSTEM (NAD83-CENTRAL ZONE)



DETAIL "B"
NOT TO SCALE

NOTES:

1) FOR ADDITIONAL INFORMATION, SEE ATTACHED FIELD NOTES MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF RIGHT-OF-WAY.
2) COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID VALUES AND ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET. ALL DISTANCES AND AREAS SHOWN HEREON ARE BASED ON GRID MEASUREMENTS UTILIZING A COMBINED SCALE FACTOR OF 0.999890813 AND A CONVERGENCE ANGLE OF -1.538875°.
3) THIS PLAT AND THE ATTACHED FIELD NOTES WERE PREPARED FOR THE PURPOSES OF CREATING A PIPELINE RIGHT-OF-WAY AND MUST NOT BE USED AS A PROPERTY BOUNDARY SURVEY.
4) RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY NORFLEET LAND SERVICES.

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING MAY 2025 AND CONFORMS WITH THE PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS ENGINEERING AND LAND SURVEYING PRACTICES ACT REVISED SEPTEMBER 14, 2024.

STATE OF TEXAS REGISTERED TRAVIS R. MUDFORD 6029 PROFESSIONAL LAND SURVEYOR

Travis R. Mudford 10/31/2025

TRAVIS R. MUDFORD — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6029

PROPOSED PIPELINE RIGHT-OF-WAY = 0.92 ACRE	
TEMPORARY WORKSPACE = 0.87 ACRE	
ADDITIONAL TEMPORARY WORKSPACE = 2.86 ACRES	
CENTERLINE FOOTAGE = 800.69 FEET	
CENTERLINE RODS = 48.53 RODS	

LEGEND
MONUMENT ⓜ — SECTION LINE ——— ———
CALCULATED POINT O — PROPERTY LINE ——℄——
POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
REF. LINE ----------
℄ PROPOSED RIGHT-OF-WAY ———
PROPOSED RIGHT-OF-WAY — — — —
ADDITIONAL TEMPORARY WORKSPACE A.T.W.S.

DELTA FIELD SERVICES
H.Q. NORTH RICHLAND HILLS, TX
Firm No. 10193748

Enterprise Gathering II LLC
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE & GRIZZLY FUEL GAS LINE

REV.	DATE	DESCRIPTION	BY	CHKD.
2	07/09/25	UPDATED HEADERS	JRD	TRM
3	9/02/25	ROUTE UPDATE	JRD	TRM
4	10/31/25	UPDATED PIPE SIZE	DJC	TRM

JOB NO.: EPD_20251087
DWN. BY: JRD DATE: 06/02/25
CHK. BY: TRM DATE: 08/20/25
SHEET: 4 OF 4

GRP-TX-WK-0003.00000 & FGL-TX-WK-0003.00000

PLAT FOR A PROPOSED 50' WIDE PIPELINE RIGHT-OF-WAY CROSSING THE PROPERTY OF
CITY OF MIDLAND
WINKLER COUNTY, TEXAS

DFS ADDRESS: 7017 OAK HILLS COURT, NORTH RICHLAND HILLS, TX 76182, OFFICE: 318.323.6900

S:\Projects\Enterprise Products Operating, LP\Midstream\20251087 - Grizzly Pipeline(GX)\Survey\01_Working\05_Tracts\Texas\Grizzly\GRP-TX-WK-0003.00000 & FGL-TX-WK-0003.00000_SURV\02_Plat DWG\FGL-TX-WK-0003.00000 NAD83.dwg

EXHIBIT "A"

GRP-TX-WK-0004.00000 & FGL-TX-WK-0002.00000
WINKLER COUNTY, TEXAS
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE & GRIZZLY FUEL GAS LINE
ENTERPRISE GATHERING II LLC

FIELD NOTES DESCRIBING
A PROPOSED 50-FOOT WIDE PIPELINE RIGHT-OF-WAY

Being a centerline description of a proposed fifty-foot (50') wide pipeline right-of-way located within Section 21, Block C-23, Public School Lands, Abstract Number 1391, Winkler County, Texas, and being a portion of a tract described to the City of Midland in Volume 210, Page 577 of the Deed Records of Winkler County, Texas (D.R.WK.C.TX.).

Being more particularly described as lying twenty-five feet (25') on each side of the following described centerline:

BEGINNING (POINT OF BEGINNING) at a point on the West line of said Section 21, having grid coordinates of N: 10,695,504.25, E: 1,377,679.67, from which a 2-inch iron pipe found for the Northwest corner of said Section 21 bears N 16°13'40" W a distance of 3,676.63 feet;

THENCE across said Section 21 the following courses and distances:

N 75°41'40" E a distance of 1,849.60 feet and
N 04°35'03" E a distance of 4,004.92 feet to the North line of said Section 21 and the *POINT OF TERMINATION* of the centerline described herein, having grid coordinates of N: 10,699,953.38, E: 1,379,792.01, from which a 2-inch iron pipe found for the Southeast corner of said Section 21 bears S 37°12'20" E a distance of 5,658.03 feet.

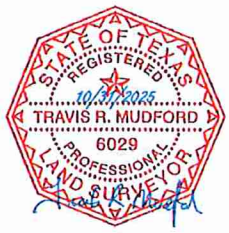
The total length of the above described proposed pipeline right-of-way is 5,354.52 feet (354.82 rods), containing 6.72 acres of land, together with 5.63 acres of temporary workspace and 4.53 acres of additional temporary workspace.

Coordinates, bearings, distances, and areas shown hereon are grid values and are based upon the Texas Coordinate System of 1983, Central Zone, U.S. Survey Feet. All distances and areas shown hereon are based on grid measurements utilizing a combined scale factor of 0.999890813 and a convergence angle of -1.536675°.

Title and current ownership information furnished by Norfleet Land Services.

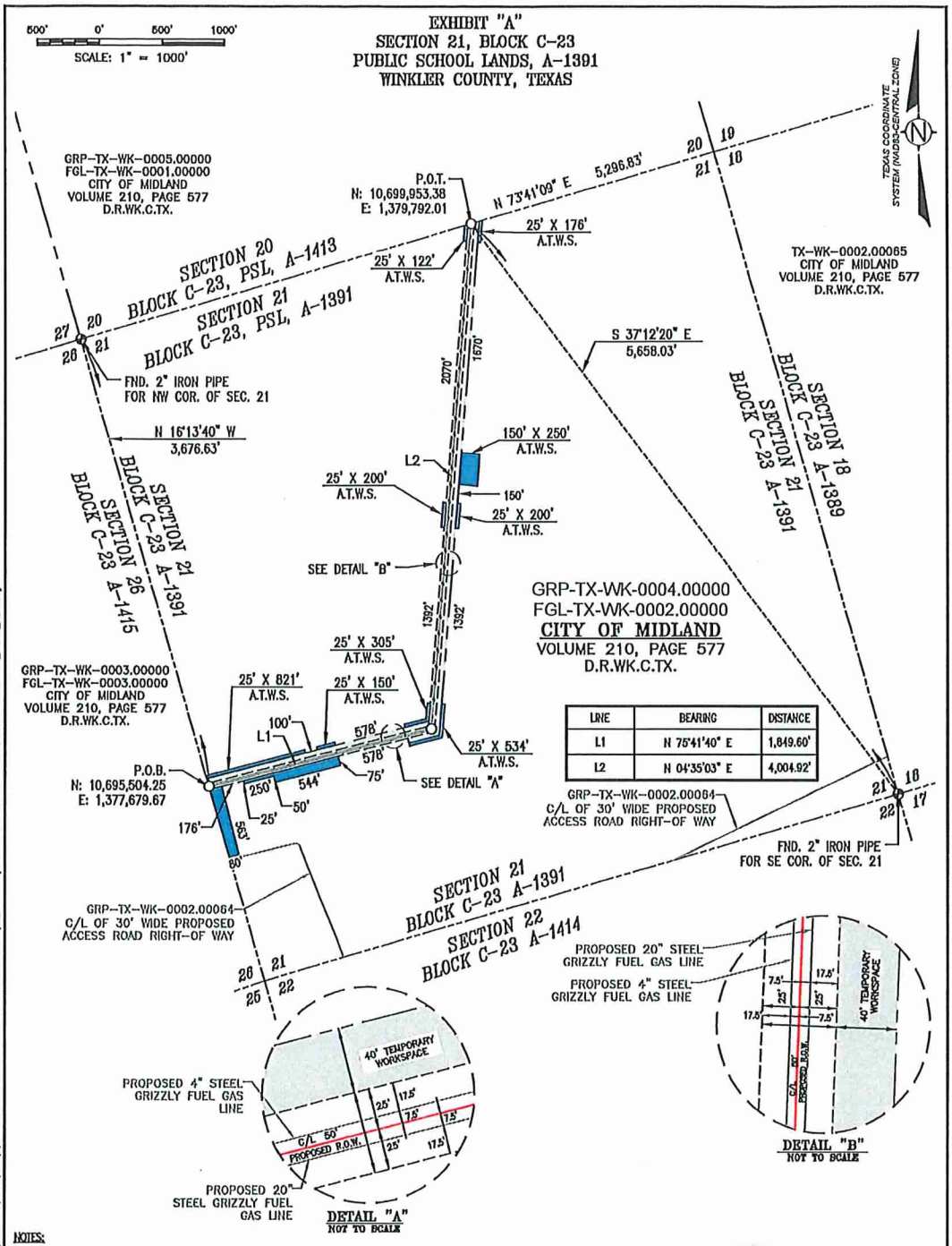
STATE OF TEXAS
COUNTY OF WINKLER

I hereby certify that these field notes and the attached plat are together an accurate representation of an actual proposed right-of-way survey made on the ground under my supervision during May 2025 and conform with the Professional and Technical Standards of the Texas Engineering and Land Surveying Practices Act revised September 14, 2024.



DELTA FIELD SERVICES, LLC.
FIRM NO. 10193748
PROJECT NO. EPD_20251087

EXHIBIT "A"
SECTION 21, BLOCK C-23
PUBLIC SCHOOL LANDS, A-1391
WINKLER COUNTY, TEXAS



LINE	BEARING	DISTANCE
L1	N 75°41'40" E	1,849.60'
L2	N 04°35'03" E	4,004.92'

NOTES:

1) FOR ADDITIONAL INFORMATION, SEE ATTACHED FIELD NOTES MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF RIGHT-OF-WAY.
2) COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID VALUES AND ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET. ALL DISTANCES AND AREAS SHOWN HEREON ARE BASED ON GRID MEASUREMENTS UTILIZING A COMBINED SCALE FACTOR OF 0.999890813 AND A CONVERGENCE ANGLE OF -1.536875'.
3) THIS RIGHT-OF-WAY PLAT AND THE ATTACHED FIELD NOTES WERE PREPARED FOR THE PURPOSES OF CREATING A PIPELINE RIGHT-OF-WAY AND MUST NOT BE USED AS A PROPERTY BOUNDARY SURVEY.
4) RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY NORFLEET LAND SERVICES.

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING MAY 2025 AND CONFORMS WITH THE PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS ENGINEERING AND LAND SURVEYING PRACTICES ACT REVISED SEPTEMBER 14, 2024.

STATE OF TEXAS REGISTERED TRAVIS R. MUDFORD 6029 PROFESSIONAL LAND SURVEYOR

TRAVIS R. MUDFORD — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6029

PROPOSED PIPELINE RIGHT-OF-WAY = 6.72 ACRES	
TEMPORARY WORKSPACE = 5.63 ACRES	
ADDITIONAL TEMPORARY WORKSPACE = 4.53 ACRES	
CENTERLINE FOOTAGE = 5,854.52 FEET	
CENTERLINE RODS = 354.82 RODS	

LEGEND
MONUMENT — SECTION LINE
CALCULATED POINT — PROPERTY LINE
POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
REF. LINE
℄ PROPOSED RIGHT-OF-WAY
PROPOSED RIGHT-OF-WAY
ADDITIONAL TEMPORARY WORKSPACE A.T.W.S.

DELTA FIELD SERVICES
H.Q. NORTH RICHLAND HILLS, TX
Firm No. 10193748

Enterprise Gathering II LLC
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE & GRIZZLY FUEL GAS LINE

REV.	DATE	DESCRIPTION	BY	CHKD.
2	9/02/25	ROUTE UPDATE	JRD	TRM
3	10/14/25	UPDATE WORKSPACE	JRD	TRM
4	10/31/25	UPDATED PIPE SIZE	DJC	TRM

JOB NO.: EPD_20251087
DWN. BY: JJK DATE: 06/04/25
CHK. BY: TRM DATE: 10/14/25
SHEET: 2 OF 2

GRP-TX-WK-0004.00000 & FGL-TX-WK-0002.00000

PLAT FOR PROPOSED PIPELINE RIGHT-OF-WAY
CROSSING THE PROPERTY OF
CITY OF MIDLAND
WINKLER COUNTY, TEXAS

DFS ADDRESS: 7017 OAK HILLS COURT, NORTH RICHLAND HILLS, TX 76182, OFFICE: 318.323.6900

S:\Projects\Enterprise Products Operating, LP\Midstream\20251087 - Grizzly Pipeline(TX)\Survey\01_Working\06_Tracts\Texas\Grizzly\GRP-TX-WK-0004.00000 & FGL-TX-WK-0002.00000\02_Plat DWG\GRP-TX-WK-0004.00000 & FGL-TX-WK-0002.00000_MASTER_REV4.dwg

EXHIBIT "A"

GRP-TX-WK-0005.00000 & FGL-TX-WK-0001.00000
WINKLER COUNTY, TEXAS
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE & GRIZZLY FUEL GAS LINE
ENTERPRISE GATHERING II LLC

FIELD NOTES DESCRIBING
A PROPOSED 50-FOOT WIDE PIPELINE RIGHT-OF-WAY

Being a centerline description of a proposed fifty-foot (50') wide pipeline right-of-way located within Section 20, Block C-23, Public School Lands, Abstract Number 1413, Winkler County, Texas, and being a portion of a tract described to the City of Midland in Volume 210, Page 577 of the Deed Records of Winkler County, Texas (D.R.WK.C.TX.).

Being more particularly described as lying twenty-five feet (25') on each side of the following described centerline:

BEGINNING (POINT OF BEGINNING) at a point on the South line of said Section 20, having grid coordinates of N: 10,699,953.38, E: 1,379,792.01, from which a 2-inch iron pipe found for the Southwest corner of said Section 20 bears S 73°41'09" W a distance of 3,271.53 feet;

THENCE across said Section 20 the following courses and distances:

N 04°35'03" E a distance of 2,955.27 feet,
S 87°05'01" E a distance of 714.97 feet, and
N 02°47'39" E a distance of 589.35 feet to the common North line of said Section 20 and said Winkler County for the *POINT OF TERMINATION* of the centerline described herein, having grid coordinates of N: 10,703,451.46, E: 1,380,770.98, from which a 3-1/2-inch brass cap on a 3-inch iron pipe marked "CLARK BOUNDARY 1859 MILE CORNER NO. 13" found on the common line of Winkler County, Texas and Lea County, New Mexico bears S 88°28'44" E a distance of 460.89 feet.

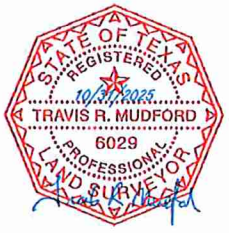
The total length of the above described proposed pipeline right-of-way is 4,259.59 feet (258.16 rods), containing 4.89 acres of land, together with 3.90 acres of temporary workspace and 4.14 acres of additional temporary workspace.

Coordinates, bearings, distances, and areas shown hereon are grid values and are based upon the Texas Coordinate System of 1983, Central Zone, U.S. Survey Feet. All distances and areas shown hereon are based on grid measurements utilizing a combined scale factor of 0.999890813 and a convergence angle of -1.536675°.

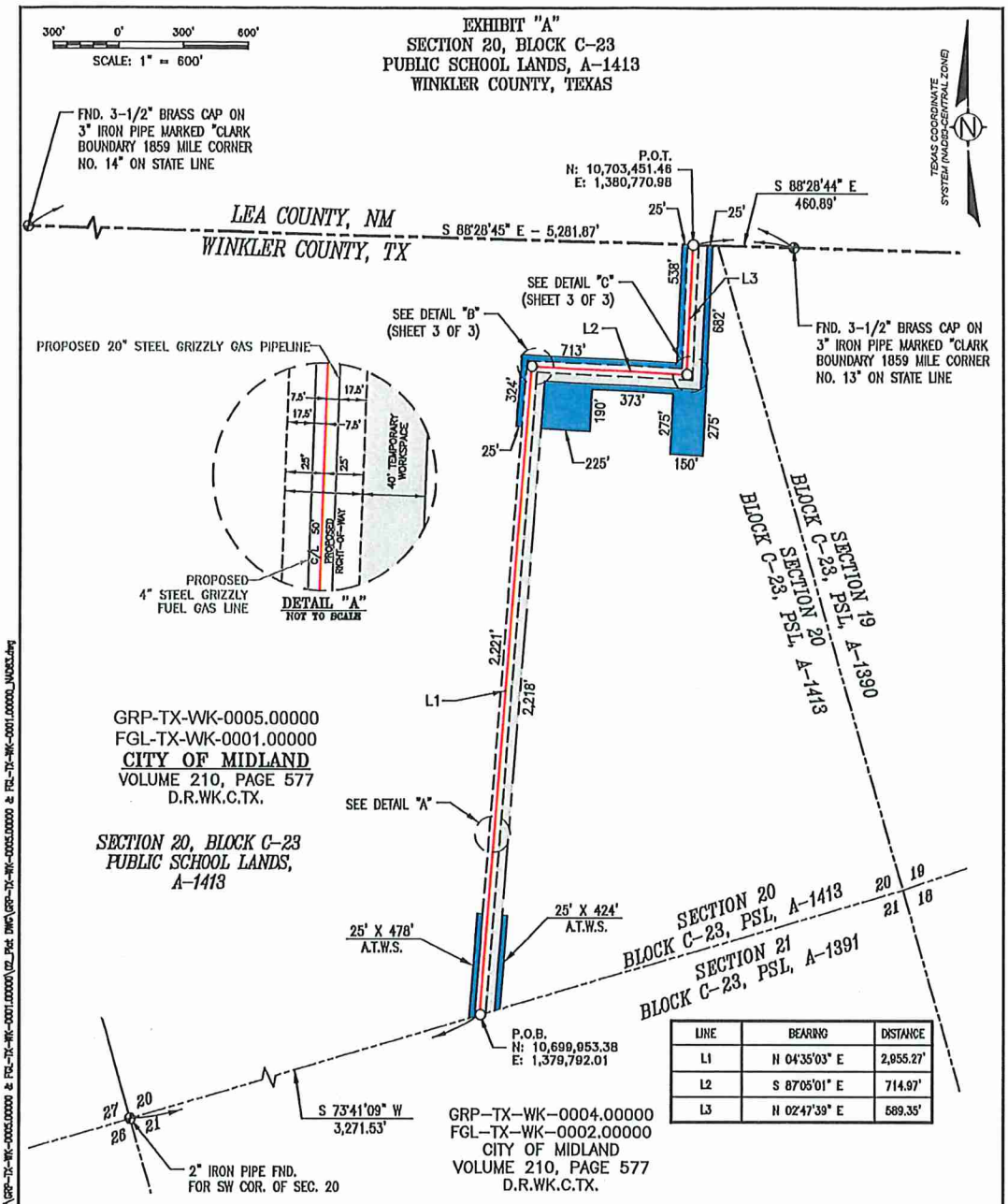
Title and current ownership information furnished by Norfleet Land Services.

STATE OF TEXAS
COUNTY OF WINKLER

I hereby certify that these field notes and the attached plat are together an accurate representation of an actual proposed right-of-way survey made on the ground under my supervision during May 2025 and conform with the Professional and Technical Standards of the Texas Engineering and Land Surveying Practices Act revised September 14, 2024.



DELTA FIELD SERVICES, LLC.
FIRM NO. 10193748
PROJECT NO. EPD_20251087



LINE	BEARING	DISTANCE
L1	N 04°35'03" E	2,955.27'
L2	S 87°05'01" E	714.97'
L3	N 02°47'39" E	589.35'

NOTES:

1) FOR ADDITIONAL INFORMATION, SEE ATTACHED FIELD NOTES MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF RIGHT-OF-WAY.
2) COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID VALUES AND ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET. ALL DISTANCES AND AREAS SHOWN HEREON ARE BASED ON GRID MEASUREMENTS UTILIZING A COMBINED SCALE FACTOR OF 0.999890813 AND A CONVERGENCE ANGLE OF -1.536875'.
3) THIS RIGHT-OF-WAY PLAT AND THE ATTACHED FIELD NOTES WERE PREPARED FOR THE PURPOSES OF CREATING A PIPELINE RIGHT-OF-WAY AND MUST NOT BE USED AS A PROPERTY BOUNDARY SURVEY.
4) RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY NORFLEET LAND SERVICES.

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING MAY 2025 AND CONFORMS WITH THE PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS ENGINEERING AND LAND SURVEYING PRACTICES ACT REVISED SEPTEMBER 14, 2024.

STATE OF TEXAS REGISTERED TRAVIS R. MUDFORD 6029 PROFESSIONAL LAND SURVEYOR

TRAVIS R. MUDFORD — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6029

PROPOSED PIPELINE RIGHT-OF-WAY = 4.69 ACRES	
TEMPORARY WORKSPACE = 3.90 ACRES	
ADDITIONAL TEMPORARY WORKSPACE = 4.14 ACRES	
CENTERLINE FOOTAGE = 4,259.59 FEET	
CENTERLINE RODS = 258.16 RODS	

LEGEND: MONUMENT; CALCULATED POINT; POINT OF BEGINNING P.O.B.; POINT OF TERMINATION P.O.T.; REF. LINE; ℄ PROPOSED RIGHT-OF-WAY; PROPOSED RIGHT-OF-WAY; ADDITIONAL TEMPORARY WORKSPACE A.T.W.S.; SECTION LINE; PROPERTY LINE; STATE LINE

DELTA FIELD SERVICES
H.Q. NORTH RICHLAND HILLS, TX
Firm No. 10193748

Enterprise Gathering II LLC
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE & GRIZZLY FUEL GAS LINE

REV.	DATE	DESCRIPTION	BY	CHKD.
0	6/30/25	CERTIFIED	JJK	TRM
1	7/09/25	UPDATED HEADERS	JRD	TRM
2	10/31/25	UPDATED PIPE SIZE	DJC	TRM

JOB NO.: EPD_20251087
DWN. BY: JJK DATE: 5/30/25
CHK. BY: TRM DATE: 6/30/25
SHEET: 2 OF 3

GRP-TX-WK-0005.00000 & FGL-TX-WK-0001.00000

PLAT FOR A PROPOSED 50' WIDE PIPELINE RIGHT-OF-WAY CROSSING THE PROPERTY OF
CITY OF MIDLAND
WINKLER COUNTY, TEXAS

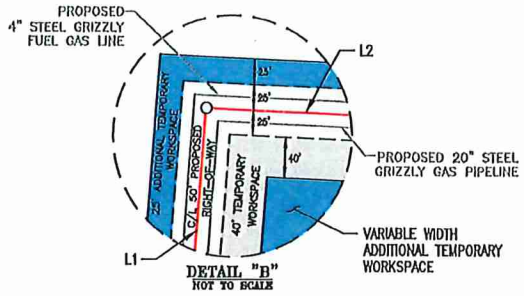
DFS ADDRESS: 7017 OAK HILLS COURT, NORTH RICHLAND HILLS, TX 76182, OFFICE: 318.323.6900

S:\Projects\Enterprise Products Operating, LP\Midstream\20251087 - Grizzly Pipeline(DJC)\Survey\01_Working\05_Tracts\Texas\Grizzly\GRP-TX-WK-0005.00000 & FGL-TX-WK-0001.00000\02_Plat DWG\GRP-TX-WK-0005.00000 & FGL-TX-WK-0001.00000_MAP.dwg

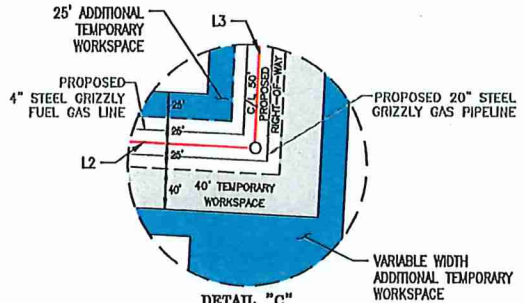
300' 0' 300' 600'
SCALE: 1" = 600'

EXHIBIT "A"
SECTION 20, BLOCK C-23
PUBLIC SCHOOL LANDS, A-1413
WINKLER COUNTY, TEXAS

TEXAS COORDINATE SYSTEM (NAD83-CENTRAL ZONE)



DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE

NOTES:

1) FOR ADDITIONAL INFORMATION, SEE ATTACHED FIELD NOTES MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF RIGHT-OF-WAY.
2) COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID VALUES AND ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET. ALL DISTANCES AND AREAS SHOWN HEREON ARE BASED ON GRID MEASUREMENTS UTILIZING A COMBINED SCALE FACTOR OF 0.999890813 AND A CONVERGENCE ANGLE OF -1.536875'.
3) THIS RIGHT-OF-WAY PLAT AND THE ATTACHED FIELD NOTES WERE PREPARED FOR THE PURPOSES OF CREATING A PIPELINE RIGHT-OF-WAY AND MUST NOT BE USED AS A PROPERTY BOUNDARY SURVEY.
4) RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY NORFLEET LAND SERVICES.

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING MAY 2025 AND CONFORMS WITH THE PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS ENGINEERING AND LAND SURVEYING PRACTICES ACT REVISED SEPTEMBER 14, 2024.

STATE OF TEXAS REGISTERED TRAVIS R. MUDFORD 6029 PROFESSIONAL LAND SURVEYOR

Travis R. Mudford 6/31/2025

TRAVIS R. MUDFORD — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6029

PROPOSED PIPELINE RIGHT-OF-WAY = 4.69 ACRES	
TEMPORARY WORKSPACE = 3.90 ACRES	
ADDITIONAL TEMPORARY WORKSPACE = 4.14 ACRES	
CENTERLINE FOOTAGE = 4,259.59 FEET	
CENTERLINE RODS = 258.16 RODS	

LEGEND
MONUMENT ⊕ — SECTION LINE
CALCULATED POINT ○ — PROPERTY LINE
POINT OF BEGINNING P.O.B. — STATE LINE
POINT OF TERMINATION P.O.T.
REF. LINE
℄ PROPOSED RIGHT-OF-WAY
PROPOSED RIGHT-OF-WAY
ADDITIONAL TEMPORARY WORKSPACE A.T.W.S.

DELTA FIELD SERVICES
H.Q. NORTH RICHLAND HILLS, TX
Firm No. 10193748

Enterprise Gathering II LLC
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE & GRIZZLY FUEL GAS LINE

REV.	DATE	DESCRIPTION	BY	CHKD.
0	6/30/25	CERTIFIED	JJK	TRW
1	7/09/25	UPDATED HEADERS	JRD	TRW
2	10/31/25	UPDATED PIPE SIZE	DJC	TRW

JOB NO.: EPD_20251087
DWN. BY: JJK DATE: 5/30/25
CHK. BY: TRW DATE: 6/30/25
SHEET: 3 OF 3

GRP-TX-WK-0005.00000 & FGL-TX-WK-0001.00000

PLAT FOR A PROPOSED 50' WIDE PIPELINE RIGHT-OF-WAY CROSSING THE PROPERTY OF
CITY OF MIDLAND
WINKLER COUNTY, TEXAS

DFS ADDRESS: 7017 OAK HILLS COURT, NORTH RICHLAND HILLS, TX 76182, OFFICE: 318.323.6900

S:\Projects\Enterprise Products Operating, LP\Midstream\220251087 - Grizzly Pipeline(DJC)\Survey\01_Working\05_Tracts\Texas\Grizzly\GRP-TX-WK-0005.00000 & FGL-TX-WK-0001.00000\02_Plat DWG\GRP-TX-WK-0005.00000 & FGL-TX-WK-0001.00000_WK053.dwg

EXHIBIT "A"

GRP-TX-LV-0006.00000
LOVING COUNTY, TEXAS
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE
ENTERPRISE GATHERING II LLC

FIELD NOTES DESCRIBING
A PROPOSED 30-FOOT WIDE PIPELINE RIGHT-OF-WAY

Being a centerline description of a proposed thirty-foot (30') wide pipeline right-of-way located within Section 12, Block C-24, Public School Lands, Abstract Number 1028, Loving County, Texas, and being a portion of a tract described to City of Midland in Volume 35, Page 472 of the Deed Records of Loving County, Texas (D.R.LV.C.TX.).

Being more particularly described as lying fifteen feet (15') on each side of the following described centerline:

BEGINNING (POINT OF BEGINNING) at a point on the South line of said Section 12, having grid coordinates of N: 10,689,448.06, E: 1,362,562.86, from which a 1/2-inch iron rod with cap marked "DATAPOINT #10194585" found for the Southeast corner of said Section 12 bears N 73°43'45" E distance of 310.06 feet;

THENCE across said Section 12 the following courses and distances:

N 16°15'53" W a distance of 98.98 feet, and
N 73°36'53" E a distance of 310.26 feet to the East line of said Section 12 and the *POINT OF TERMINATION* of the centerline described herein, having grid coordinates of N: 10,689,630.61, E: 1,362,832.80, from which a 2-inch iron pipe found for the Northeast corner of said Section 12 bears N 16°08'59" W a distance of 5,171.22 feet

The total length of the above described proposed pipeline right-of-way is 409.24 feet (24.80 rods), containing 0.28 acre of land, together with 0.44 acre of temporary workspace and 0.52 acre of additional temporary workspace, more or less.

Coordinates, bearings, distances, and areas shown hereon are grid values and are based upon the Texas Coordinate System of 1983, Central Zone, U.S. Survey Feet. All distances and areas shown hereon are based on grid measurements utilizing a combined scale factor of 0.999890813 and a convergence angle of -1.536675°.

Title and current ownership information furnished by Norfleet Land Services.

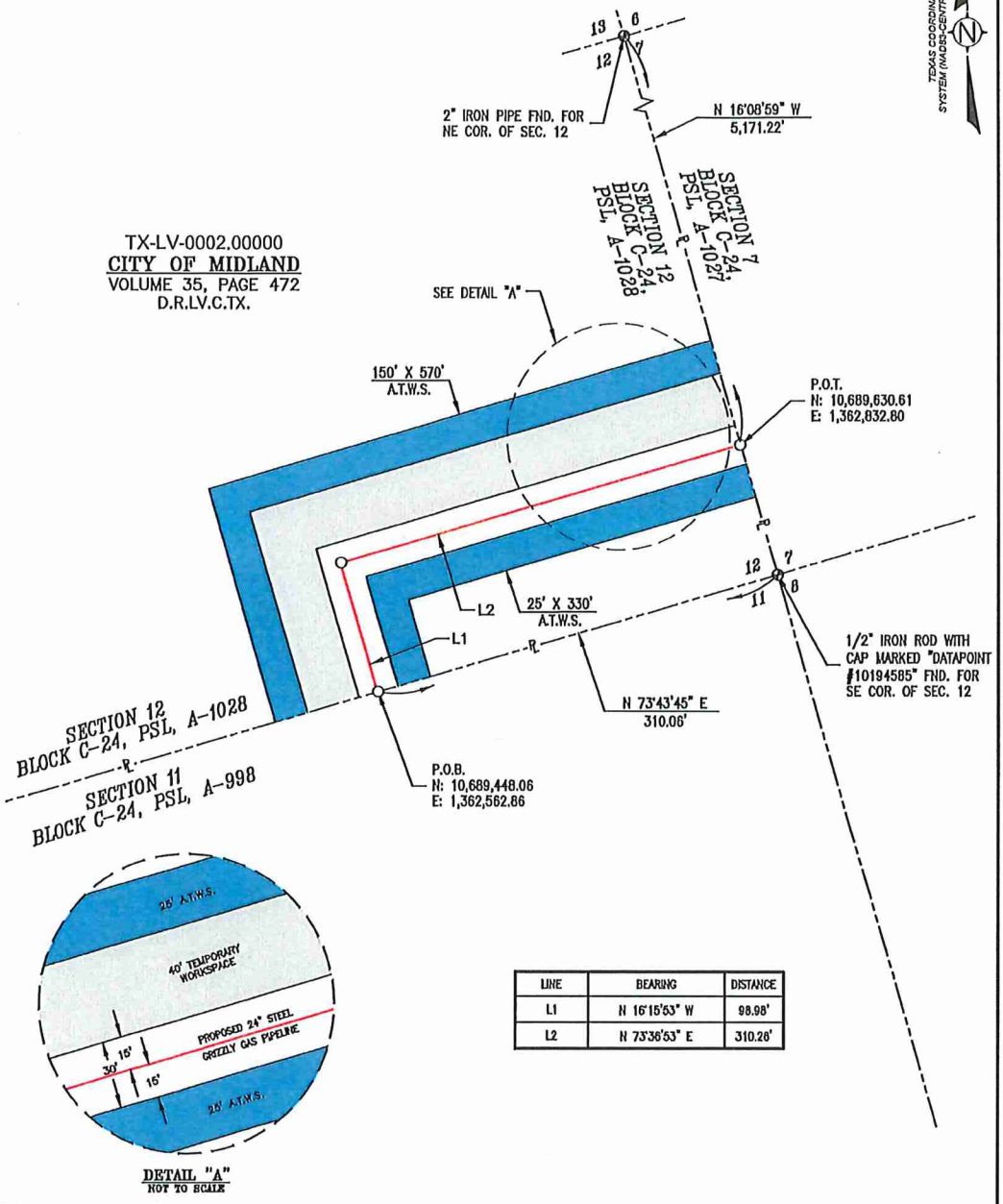
STATE OF TEXAS
COUNTY OF LOVING

I hereby certify that these field notes and the attached plat are together an accurate representation of an actual proposed pipeline right-of-way survey made on the ground under my supervision during May 2025 and conform with the Professional and Technical Standards of the Texas Engineering and Land Surveying Practices Act revised September 14, 2024.



DELTA FIELD SERVICES, LLC.
FIRM NO. 10193748
PROJECT NO. EPD_20251087

EXHIBIT "A"
SECTION 12, BLOCK C-24
PUBLIC SCHOOL LANDS, A-1028
LOVING COUNTY, TEXAS



DETAIL "A"
NOT TO SCALE

LINE	BEARING	DISTANCE
L1	N 16°15'53" W	98.98'
L2	N 73°36'53" E	310.26'

NOTES:

1) FOR ADDITIONAL INFORMATION, SEE ATTACHED FIELD NOTES MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF RIGHT-OF-WAY.
2) COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID VALUES AND ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET. ALL DISTANCES AND AREAS SHOWN HEREON ARE BASED ON GRID MEASUREMENTS UTILIZING A COMBINED SCALE FACTOR OF 0.999890813 AND A CONVERGENCE ANGLE OF -1.536875'.
3) THIS RIGHT-OF-WAY PLAT AND THE ATTACHED FIELD NOTES WERE PREPARED FOR THE PURPOSES OF CREATING A PIPELINE RIGHT-OF-WAY AND MUST NOT BE USED AS A PROPERTY BOUNDARY SURVEY.
4) RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY NORFLEET LAND SERVICES.

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING MAY 2025 AND CONFORMS WITH THE PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS ENGINEERING AND LAND SURVEYING PRACTICES ACT REVISED SEPTEMBER 14, 2024.

STATE OF TEXAS REGISTERED TRAVIS R. MUDFORD 6029 PROFESSIONAL LAND SURVEYOR

TRAVIS R. MUDFORD — DATE 07/05/2025
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6029

PROPOSED PIPELINE RIGHT-OF-WAY = 0.28 ACRE	
TEMPORARY WORKSPACE = 0.44 ACRE	
ADDITIONAL TEMPORARY WORKSPACE = 0.52 ACRE	
CENTERLINE FOOTAGE = 409.24 FEET	
CENTERLINE RODS = 24.80 RODS	

LEGEND
MONUMENT ⊕ — SECTION LINE
CALCULATED POINT ○ — PROPERTY LINE ℄
POINT OF BEGINNING P.O.B. — COUNTY LINE (APPROX.)
POINT OF TERMINATION P.O.T.
REF. LINE
℄ PROPOSED PIPELINE
PROPOSED RIGHT-OF-WAY
ADDITIONAL TEMPORARY WORKSPACE A.T.W.S.

DELTA FIELD SERVICES
H.Q. NORTH RICHLAND HILLS, TX
Firm No. 10193748

Enterprise Gathering II LLC
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE

REV.	DATE	DESCRIPTION	BY	CHKD.
0	10/01/25	CERTIFIED	JRC	TRM
1	11/04/25	UPDATED PIPE SIZE	DJC	TRM

JOB NO.: EPD_20251087
DWN. BY: JRC DATE: 09/25/25
CHK. BY: TRM DATE: 09/25/25
SHEET: 2 OF 2

GRP-TX-LV-0006.00000

PLAT FOR A PROPOSED 30' WIDE PIPELINE RIGHT-OF-WAY CROSSING THE PROPERTY OF
CITY OF MIDLAND
LOVING COUNTY, TEXAS

DFS ADDRESS: 7017 OAK HILLS COURT, NORTH RICHLAND HILLS, TX 76182, OFFICE: 318.323.6900

S:\Projects\Enterprise Products Operating, LP\Midtown\20251087 - Grizzly Pipeline(TX)\Survey\01_Working\05_Tracts\Texas\Grizzly\GRP-TX-LV-0006.00000\02_Plat DWG\GRP-TX-LV-0006.00000_REV_1.dwg

EXHIBIT "A"

GRP-TX-LV-0001.00000
LOVING COUNTY, TEXAS
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE
ENTERPRISE GATHERING II LLC

FIELD NOTES DESCRIBING
A PROPOSED 30-FOOT WIDE PIPELINE RIGHT-OF-WAY

Being a centerline description of a proposed thirty-foot (30') wide pipeline right-of-way located within Section 7, Block C-24, Public School Lands, Abstract Number 1027, Loving County, Texas, and being a portion of a tract described to City of Midland in Volume 35, Page 472 of the Deed Records of Loving County, Texas (D.R.LV.C.TX.).

Being more particularly described as lying fifteen feet (15') on each side of the following described centerlines:

BEGINNING (POINT OF BEGINNING 1) at a point on the West line of said Section 7, having grid coordinates of N: 10,689,630.61, E: 1,362,832.80, from which a 1/2-inch iron rod with cap marked "DATAPOINT #10194585" found for the Southwest corner of said Section 7 bears S 16°08'59" E distance of 99.60 feet;

THENCE across said Section 7 the following courses and distances:

N 73°36'53" E a distance of 5,298.08 feet to the East line of said Section 7 and the *POINT OF TERMINATION 1* of the centerline described herein, having grid coordinates of N: 10,691,125.16, E: 1,367,915.70, from which a brass cap in concrete marked "SE7, SW3, NW18, C24" found for the Southeast corner of said Section 7 bears S 16°09'24" E a distance of 111.27 feet.

AND

BEGINNING (POINT OF BEGINNING 2) at a point within said Section 7, having grid coordinates of N: 10,690,220.08, E: 1,364,837.69, from which a brass cap in concrete marked "SE7, SW3, NW18, C24" found for the Southeast corner of said Section 7 bears S 75°36'03" W a distance of 3,209.80 feet;

THENCE across said Section 7 the following courses and distances:

S 16°15'53" E a distance of 104.17 feet to the South line of said Section 7 and the *POINT OF TERMINATION 2* of the centerline described herein, having grid coordinates of N: 10,690,120.08, E: 1,364,866.87, from which a 1/2-inch iron rod with cap marked "DATAPOINT #10194585" found for the Southwest corner of said Section 7 bears S 73°44'28" W distance of 2,089.95 feet.

The total length of the above described proposed pipeline right-of-way is 5,402.25 feet (327.41 rods), containing 3.71 acres of land, together with 4.95 acres of temporary workspace and 3.38 acres of additional temporary workspace, more or less.

Coordinates, bearings, distances, and areas shown hereon are grid values and are based upon the Texas Coordinate System of 1983, Central Zone, U.S. Survey Feet. All distances and areas shown hereon are based on grid measurements utilizing a combined scale factor of 0.999890813 and a convergence angle of -1.536675°.

Title and current ownership information furnished by Norfleet Land Services.

STATE OF TEXAS
COUNTY OF LOVING

I hereby certify that these field notes and the attached plat are together an accurate representation of an actual proposed pipeline right-of-way survey made on the ground under my supervision during May 2025 and conform with the Professional and Technical Standards of the Texas Engineering and Land Surveying Practices Act revised September 14, 2024.



DELTA FIELD SERVICES, LLC.
FIRM NO. 10193748
PROJECT NO. EPD_20251087

EXHIBIT "A"
SECTION 7, BLOCK C-24
PUBLIC SCHOOL LANDS, A-1027
LOVING COUNTY, TEXAS

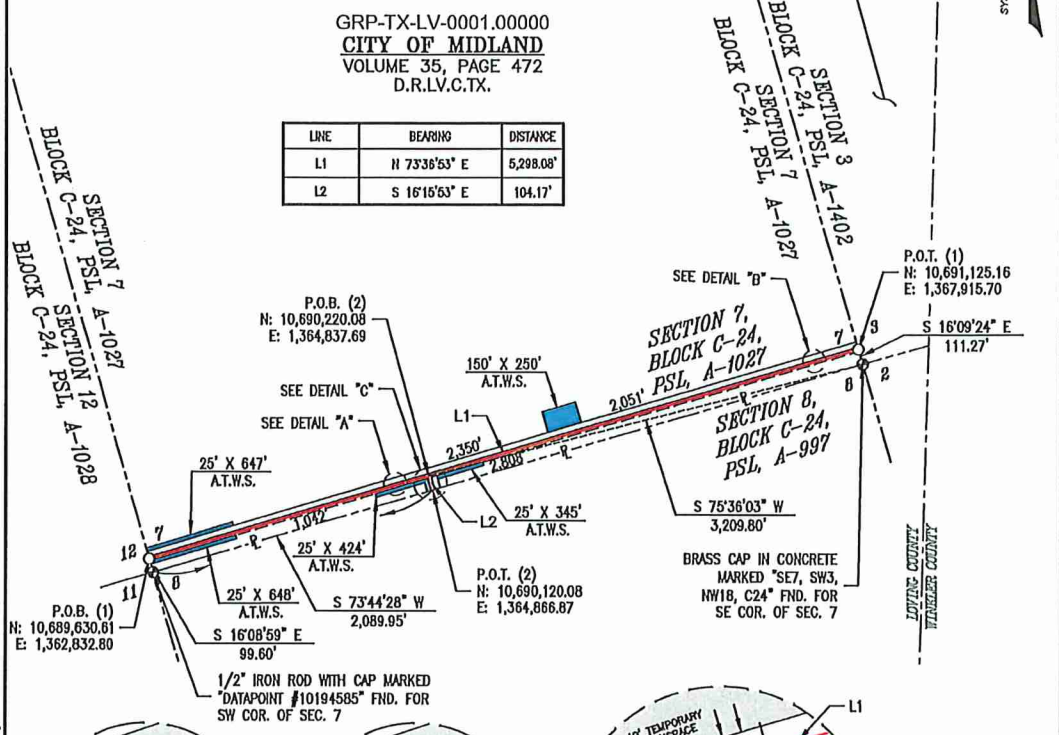
500' 0' 500' 1000'
SCALE: 1" = 1000'

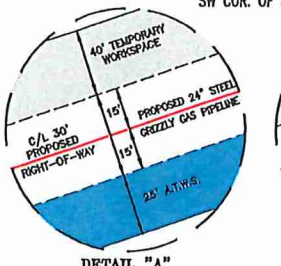
TEXAS COORDINATE SYSTEM (NAD83-CENTRAL ZONE)

GRP-TX-LV-0003.00100
CITY OF MIDLAND
VOLUME 35, PAGE 472
D.R.LV.C.TX.

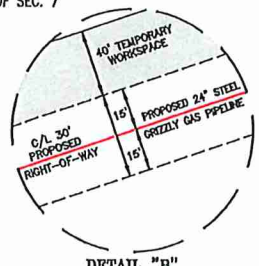
GRP-TX-LV-0001.00000
CITY OF MIDLAND
VOLUME 35, PAGE 472
D.R.LV.C.TX.

LINE	BEARING	DISTANCE
L1	N 73°36'53" E	5,298.08'
L2	S 16°15'53" E	104.17'

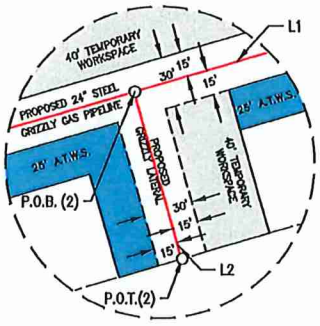




DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE

NOTES:

1) FOR ADDITIONAL INFORMATION, SEE ATTACHED FIELD NOTES MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF RIGHT-OF-WAY.
2) COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID VALUES AND ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET. ALL DISTANCES AND AREAS SHOWN HEREON ARE BASED ON GRID MEASUREMENTS UTILIZING A COMBINED SCALE FACTOR OF 0.999890813 AND A CONVERGENCE ANGLE OF -1.536675'.
3) THIS RIGHT-OF-WAY PLAT AND THE ATTACHED FIELD NOTES WERE PREPARED FOR THE PURPOSES OF CREATING A PIPELINE RIGHT-OF-WAY AND MUST NOT BE USED AS A PROPERTY BOUNDARY SURVEY.
4) RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY NORFLEET LAND SERVICES.

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING MAY 2025 AND CONFORMS WITH THE PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS ENGINEERING AND LAND SURVEYING PRACTICES ACT REVISED SEPTEMBER 14, 2024.

STATE OF TEXAS REGISTERED TRAVIS R. MUDFORD 6029 PROFESSIONAL LAND SURVEYOR

7/05/2025

TRAVIS R. MUDFORD — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6029

PROPOSED PIPELINE RIGHT-OF-WAY = 3.71 ACRES	
TEMPORARY WORKSPACE = 4.95 ACRES	
ADDITIONAL TEMPORARY WORKSPACE = 3.38 ACRES	
CENTERLINE FOOTAGE = 5,402.25 FEET	
CENTERLINE RODS = 327.41 RODS	

LEGEND
MONUMENT — SECTION LINE
CALCULATED POINT — PROPERTY LINE
POINT OF BEGINNING P.O.B. — COUNTY LINE (APPROX.)
POINT OF TERMINATION P.O.T.
REF. LINE
℄ PROPOSED PIPELINE
PROPOSED RIGHT-OF-WAY
ADDITIONAL TEMPORARY WORKSPACE A.T.W.S.

DELTA FIELD SERVICES
H.Q. NORTH RICHLAND HILLS, TX
Firm No. 10193748

Enterprise Gathering II LLC
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE

REV.	DATE	DESCRIPTION	BY	CHKD.
1	7/10/25	UPDATED HEADERS	JRD	TRM
2	10/01/25	REVISED ROUTE	JRC	TRM
3	11/04/25	UPDATED PIPE SIZE	DJC	TRM

JOB NO.: EPD_20251087
DWN. BY: EG DATE: 06/27/25
CHK. BY: TRM DATE: 09/12/25
SHEET: 2 OF 2

GRP-TX-LV-0001.00000

PLAT FOR A PROPOSED 30' WIDE PIPELINE RIGHT-OF-WAY CROSSING THE PROPERTY OF
CITY OF MIDLAND
LOVING COUNTY, TEXAS

DFS ADDRESS: 7017 OAK HILLS COURT, NORTH RICHLAND HILLS, TX 76182, OFFICE: 318.323.6900

S:\Projects\Enterprise Products Operating, LP\Midstream\20251087 - Grizzly Pipeline\CAD\Survey\01_Working\05_Trench\Texas\Grizzly\GRP-TX-LV-0001.00000\02_Plat MAP\GRP-TX-LV-0001.00000_REV_3.dwg

EXHIBIT "A"

GRP-TX-LV-0003.00100 & GRP-TX-WK-0002.00000
LOVING AND WINKLER COUNTIES, TEXAS
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE
ENTERPRISE GATHERING II LLC

FIELD NOTES DESCRIBING
A PROPOSED 30-FOOT WIDE PIPELINE RIGHT-OF-WAY

Being a centerline description of a proposed thirty-foot (30') wide pipeline right-of-way located within Section 3, Block C-24, Public School Lands, Abstract Number 1402 and Abstract Number 1417, Loving and Winkler Counties, Texas, and being a portion of a tract described to the City of Midland in Volume 35, Page 472 of the Deed Records of Loving County, Texas (D.R.LV.C.TX.) and Volume 210, Page 577 of the Deed Records of Winkler County, Texas (D.R.WK.C.TX.).

Being more particularly described as lying fifteen feet (15') on each side of the following described centerline:

BEGINNING (POINT OF BEGINNING) at a point on the West line of said Section 3, having the grid coordinates of N: 10,691,125.16, E: 1,367,915.70, from which a 2-inch iron pipe found for the Northwest corner of said Section 3 bears N 16°09'24" W a distance of 5,154.34 feet;

THENCE across said Section 3 the following courses and distances:

N 73°36'53" E a distance of 525.39 feet,
N 73°36'54" E a distance of 2,830.76 feet,
N 20°44'31" E a distance of 1,910.62 feet,
N 55°10'52" E a distance of 309.03 feet, and
N 77°00'19" E a distance of 505.05 feet to the East line of said Section 3 and the *POINT OF TERMINATION* of the centerline described herein, having the grid coordinates of N: 10,694,148.69, E: 1,372,558.03, from which a 2-inch iron pipe found for the Northeast corner of said Section 3 bears N 16°12'37" W a distance of 3,539.88 feet.

The total length of the above described proposed pipeline right-of-way is 6,080.85 feet (368.54 rods), containing 4.19 acres of land, together with 5.74 acres of temporary workspace and 3.42 acres of additional temporary workspace, more or less.

Coordinates, bearings, distances, and areas shown hereon are grid values and are based upon the Texas Coordinate System of 1983, Central Zone, U.S. Survey Feet. All distances and areas shown hereon are based on grid measurements utilizing a combined scale factor of 0.999890813 and a convergence angle of -1.536675°.

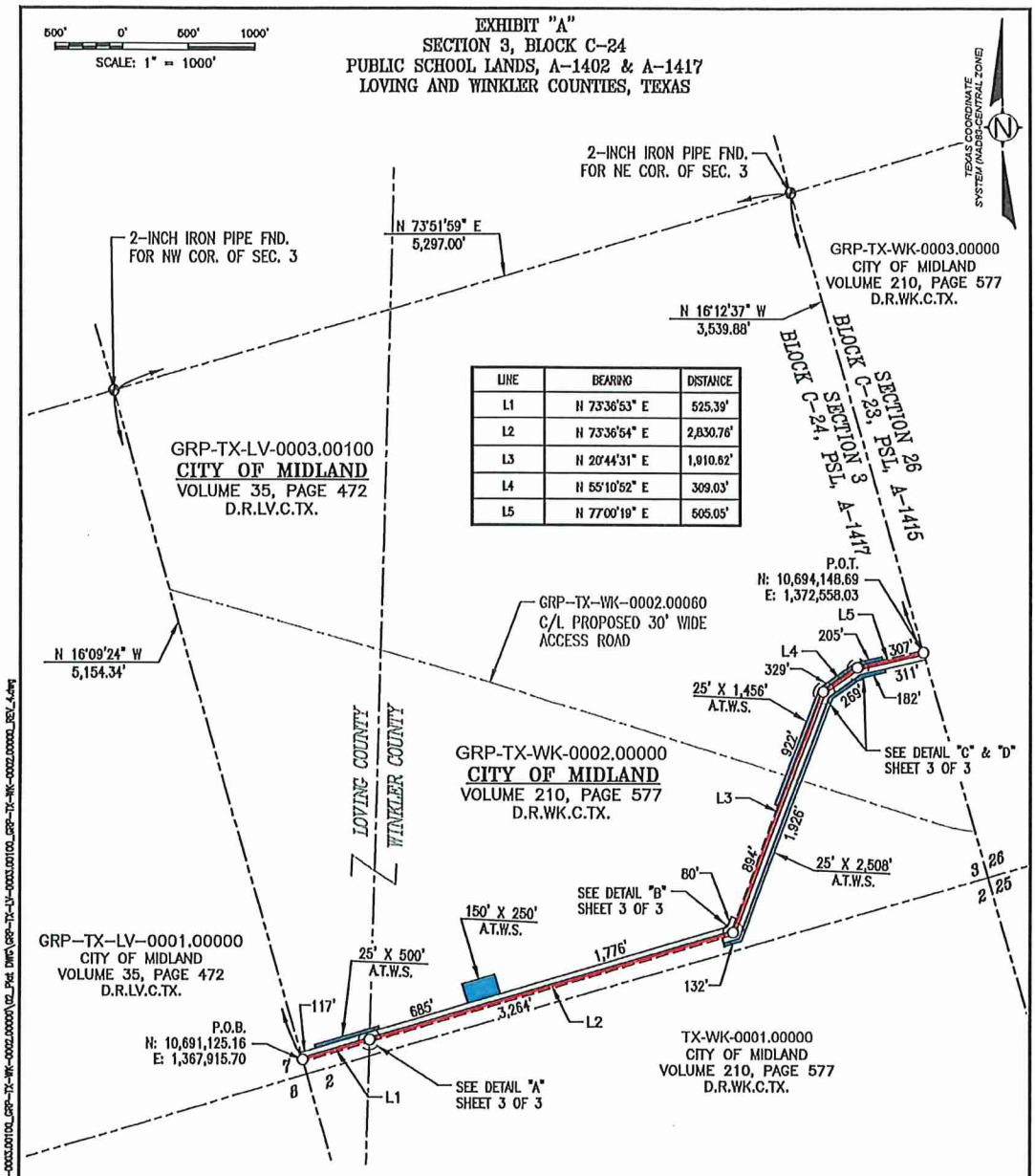
Title and current ownership information furnished by Norfleet Land Services.

STATE OF TEXAS
COUNTIES OF LOVING AND WINKLER

I hereby certify that these field notes and the attached plat are together an accurate representation of an actual survey made on the ground under my supervision during May 2025 and conform with the Professional and Technical Standards of the Texas Engineering and Land Surveying Practices Act revised September 14, 2024.



DELTA FIELD SERVICES, LLC.
FIRM NO. 10193748
PROJECT NO. EPD_20251087



LINE	BEARING	DISTANCE
L1	N 73°36'53" E	525.39'
L2	N 73°36'54" E	2,830.76'
L3	N 20°44'31" E	1,910.62'
L4	N 55°10'52" E	309.03'
L5	N 77°00'19" E	505.05'

NOTES:

1) FOR ADDITIONAL INFORMATION, SEE ATTACHED FIELD NOTES MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF RIGHT-OF-WAY.
2) COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID VALUES AND ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET.ALL DISTANCES AND AREAS SHOWN HEREON ARE BASED ON GRID MEASUREMENTS UTILIZING A COMBINED SCALE FACTOR OF 0.999890813 AND A CONVERGENCE ANGLE OF -1.536875'.
3) THIS PLAT AND THE ATTACHED FIELD NOTES WERE PREPARED FOR THE PURPOSES OF CREATING A PIPELINE RIGHT-OF-WAY AND MUST NOT BE USED AS A PROPERTY BOUNDARY SURVEY.
4) RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY NORFLEET LAND SERVICES.

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING MAY 2025 AND CONFORMS WITH THE PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS ENGINEERING AND LAND SURVEYING PRACTICES ACT REVISED SEPTEMBER 14, 2024.

STATE OF TEXAS REGISTERED TRAVIS R. MUDFORD 6029 PROFESSIONAL LAND SURVEYOR

TRAVIS R. MUDFORD — DATE 6/05/2025
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6029

PROPOSED PIPELINE RIGHT-OF-WAY = 4.10 ACRES	
TEMPORARY WORKSPACE = 5.74 ACRES	
ADDITIONAL TEMPORARY WORKSPACE = 3.42 ACRES	
CENTERLINE FOOTAGE = 8,080.85 FEET	
CENTERLINE RODS = 368.54 RODS	

LEGEND
MONUMENT ⊕ — SECTION LINE
CALCULATED POINT O — PROPERTY LINE — ℄ —
POINT OF BEGINNING P.O.B. — COUNTY LINE (APPROXIMATE)
POINT OF TERMINATION P.O.T.
REF. LINE
℄ PROPOSED PIPELINE
PROPOSED RIGHT-OF-WAY
ADDITIONAL TEMPORARY WORKSPACE A.T.W.S.

DELTA FIELD SERVICES
H.Q. NORTH RICHLAND HILLS, TX
Firm No. 10193748

Enterprise Gathering II LLC
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE

REV.	DATE	DESCRIPTION	BY	CHKD.
2	7/09/25	UPDATED HEADERS	JRD	TRW
3	10/31/25	UPDATED PIPE SIZE	DJC	TRW
4	11/04/25	UPDATED PIPE SIZE	DJC	TRW

JOB NO.: EPD_20251087
DWN. BY: JRD DATE: 6/4/25
CHK. BY: TRW DATE: 6/30/25
SHEET: 2 OF 3

GRP-TX-LV-0003.00100 & GRP-TX-WK-0002.00000

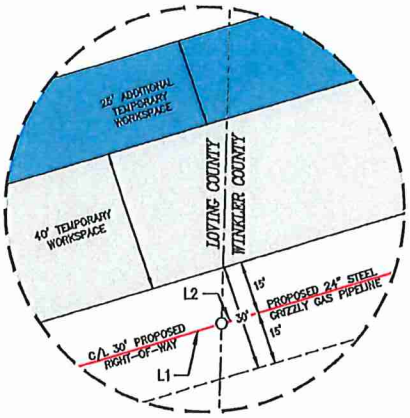
PLAT FOR A PROPOSED 30' WIDE PIPELINE RIGHT-OF-WAY CROSSING THE PROPERTY OF
CITY OF MIDLAND
LOVING AND WINKLER COUNTIES, TEXAS

DFS ADDRESS: 7017 OAK HILLS COURT, NORTH RICHLAND HILLS, TX 76182, OFFICE: 318.323.6900

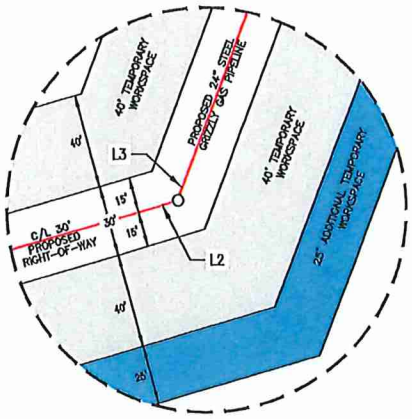
S:\Projects\Enterprise Products Operating, LP\Midstream\220251087 - Grizzly Pipeline(TX)\Survey\01_Working\05_Tracts\Texas\Grizzly\GRP-TX-LV-0003.00100_GRP-TX-WK-0002.00000\02_Plat DWG\GRP-TX-LV-0003.00100_GRP-TX-WK-0002.00000_REV_4.dwg

EXHIBIT "A"
SECTION 3, BLOCK C-24
PUBLIC SCHOOL LANDS, A-1402 & A-1417
LOVING AND WINKLER COUNTIES, TEXAS

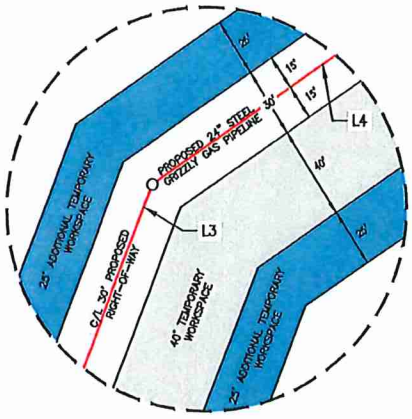
TEXAS COORDINATE SYSTEM (NAD83-NORTH CENTRAL ZONE)



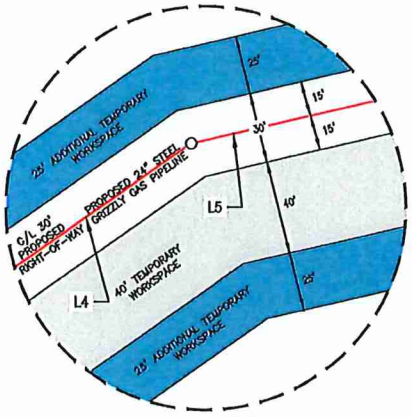
DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE



DETAIL "D"
NOT TO SCALE

NOTES:

1) FOR ADDITIONAL INFORMATION, SEE ATTACHED FIELD NOTES MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF RIGHT-OF-WAY.
2) COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID VALUES AND ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET.ALL DISTANCES AND AREAS SHOWN HEREON ARE BASED ON GRID MEASUREMENTS UTILIZING A COMBINED SCALE FACTOR OF 0.999890813 AND A CONVERGENCE ANGLE OF -1.536875'.
3) THIS PLAT AND THE ATTACHED FIELD NOTES WERE PREPARED FOR THE PURPOSES OF CREATING A PIPELINE RIGHT-OF-WAY AND MUST NOT BE USED AS A PROPERTY BOUNDARY SURVEY.
4) RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY NORFLEET LAND SERVICES.

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING MAY 2025 AND CONFORMS WITH THE PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS ENGINEERING AND LAND SURVEYING PRACTICES ACT REVISED SEPTEMBER 14, 2024.

STATE OF TEXAS REGISTERED TRAVIS R. MUDFORD 6029 PROFESSIONAL LAND SURVEYOR

TRAVIS R. MUDFORD — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6029

PROPOSED PIPELINE RIGHT-OF-WAY = 4.19 ACRES	
TEMPORARY WORKSPACE = 5.74 ACRES	
ADDITIONAL TEMPORARY WORKSPACE = 3.42 ACRES	
CENTERLINE FOOTAGE = 6,080.85 FEET	
CENTERLINE RODS = 368.54 RODS	

LEGEND
MONUMENT
CALCULATED POINT
POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
REF. LINE
℄ PROPOSED PIPELINE
PROPOSED RIGHT-OF-WAY
ADDITIONAL TEMPORARY WORKSPACE A.T.W.S.
SECTION LINE
PROPERTY LINE
COUNTY LINE (APPROXIMATE)

DELTA FIELD SERVICES
H.Q. NORTH RICHLAND HILLS, TX
Firm No. 10193748

Enterprise Gathering II LLC
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE

REV.	DATE	DESCRIPTION	BY	CHKD.
2	7/09/25	UPDATED HEADERS	JRD	TRM
3	10/31/25	UPDATED PIPE SIZE	DJC	TRM
4	11/04/25	UPDATED PIPE SIZE	DJC	TRM

JOB NO.: EPD_20251087
DWN. BY: JRD DATE: 6/4/25
CHK. BY: TRM DATE: 6/30/25
SHEET: 3 OF 3

GRP-TX-LV-0003.00100 & GRP-TX-WK-0002.00000

PLAT FOR A PROPOSED 30' WIDE PIPELINE RIGHT-OF-WAY CROSSING THE PROPERTY OF
CITY OF MIDLAND
LOVING AND WINKLER COUNTIES, TEXAS

DFS ADDRESS: 7017 OAK HILLS COURT, NORTH RICHLAND HILLS, TX 76182, OFFICE: 318.323.6900

S:\Projects\Enterprise Products Operating, LP\Midstream\20251087 - Grizzly Pipeline(TX)\Survey\01_Working\05_Tracts\Texas\Grizzly\GRP-TX-LV-0003.00100_GRP-TX-WK-0002.00000\02_Plat DWG\GRP-TX-LV-0003.00100_GRP-TX-WK-0002.00000_REV_4.dwg

EXHIBIT "A"

GRP-TX-WK-0003.00000
WINKLER COUNTY, TEXAS
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE & GRIZZLY FUEL GAS LINE
ENTERPRISE GATHERING II LLC

FIELD NOTES DESCRIBING
A PROPOSED 30' WIDE PIPELINE RIGHT-OF-WAY

Being a centerline description of a proposed thirty-foot (30') wide pipeline right-of-way located within Section 26, Block C-23, Public School Lands, Abstract Number 1415, Winkler County, Texas, and being a portion of a tract described to the City of Midland in Volume 210, Page 577 of the Deed Records of Winkler County, Texas (D.R.WK.C.TX.).

Being more particularly described as lying fifteen feet (15') on each side of the following described centerline:

BEGINNING (POINT OF BEGINNING) at a point on the West line of said Section 26, having grid coordinates of N: 10,694,148.69, E: 1,372,558.03, from which a 2-inch iron pipe found for the Northwest corner of said Section 26 bears N 16°12'37" W a distance of 3,539.88 feet;

THENCE across said Section 26 the following courses and distances:

N 77°00'19" E a distance of 2,411.72 feet,
N 73°05'57" E a distance of 1,378.75 feet,
N 31°55'18" E a distance of 73.35 feet, and
N 75°41'41" E a distance of 505.69 feet to a point on the West line of a proposed compressor station and the *POINT OF TERMINATION* of the centerline described herein, having grid coordinates of N: 10,695,279.04, E: 1,376,755.99, from which a 2-inch iron pipe found for the Northeast corner of said Section 26 bears N 01°34'59" W a distance of 3,756.79 feet.

The total length of the above described proposed pipeline right-of-way is 4,369.51 feet (264.82 rods), containing 3.01 acres of land, together with 4.01 acres of temporary workspace and 3.74 acres of additional workspace, more or less.

Coordinates, bearings, distances, and areas shown hereon are grid values and are based upon the Texas Coordinate System of 1983, Central Zone, U.S. Survey Feet. All distances and areas shown hereon are based on grid measurements utilizing a combined scale factor of 0.999890813 and a convergence angle of -1.536675°.

Title and current ownership information furnished by Norfleet Land Services.

STATE OF TEXAS
COUNTY OF WINKLER

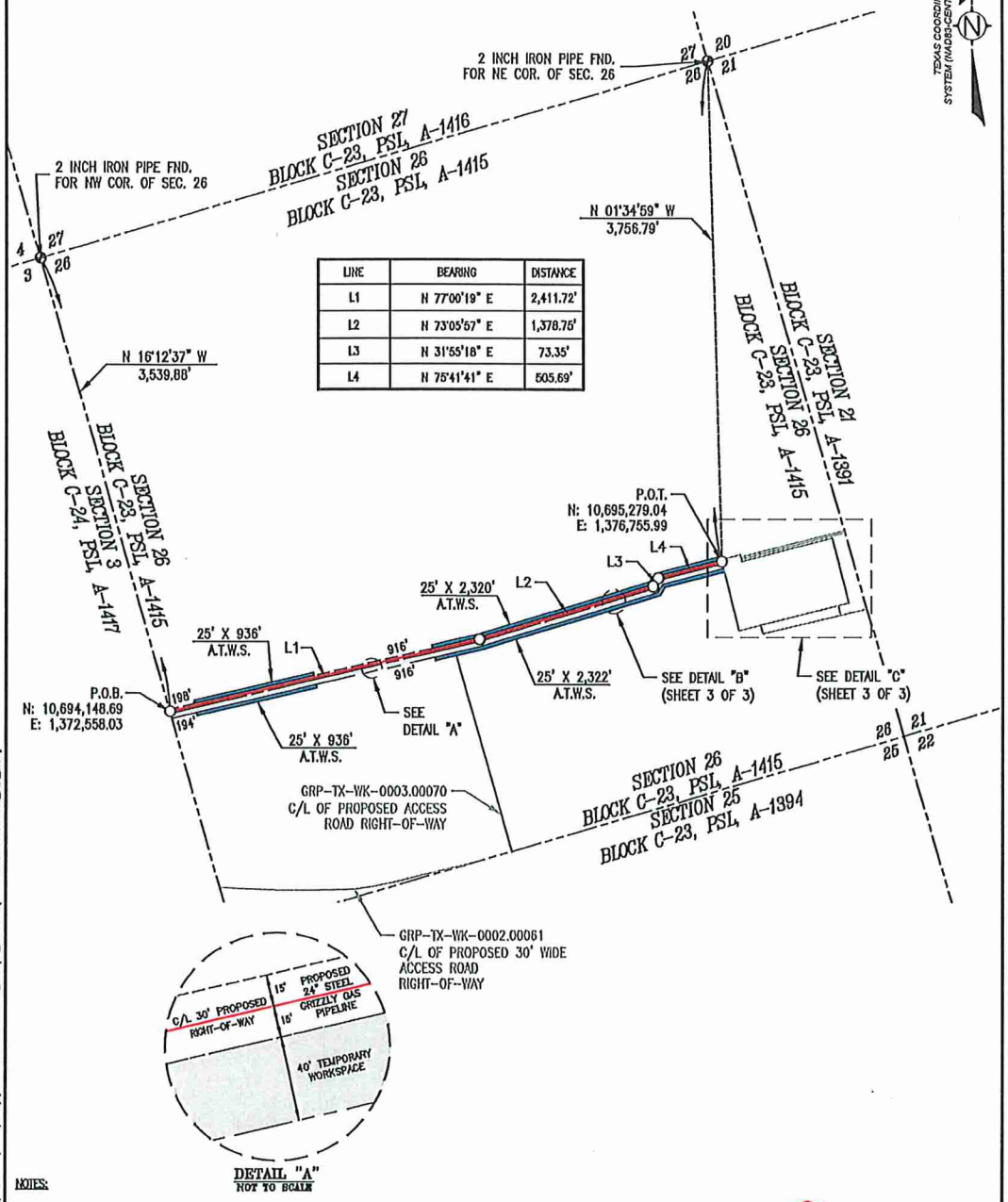
I hereby certify that these field notes and the attached plat are together an accurate representation of an actual proposed right-of-way survey made on the ground under my supervision during May 2025 and conform with the Professional and Technical Standards of the Texas Engineering and Land Surveying Practices Act revised September 14, 2024.



DELTA FIELD SERVICES, LLC.
FIRM NO. 10193748
PROJECT NO. EPD_20251087

EXHIBIT "A"
SECTION 26, BLOCK C-23
PUBLIC SCHOOL LANDS, A-1415
WINKLER COUNTY, TEXAS

500' 0' 500' 1000'
SCALE: 1" = 1000'



LINE	BEARING	DISTANCE
L1	N 77°00'19" E	2,411.72'
L2	N 73°05'57" E	1,378.75'
L3	N 31°55'18" E	73.35'
L4	N 75°41'41" E	505.69'

DETAIL "A"
NOT TO SCALE

NOTES:

1) FOR ADDITIONAL INFORMATION, SEE ATTACHED FIELD NOTES MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF RIGHT-OF-WAY.

2) COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID VALUES AND ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET. ALL DISTANCES AND AREAS SHOWN HEREON ARE BASED ON GRID MEASUREMENTS UTILIZING A COMBINED SCALE FACTOR OF 0.999890813 AND A CONVERGENCE ANGLE OF -1.536875°.

3) THIS PLAT AND THE ATTACHED FIELD NOTES WERE PREPARED FOR THE PURPOSES OF CREATING A PIPELINE RIGHT-OF-WAY AND MUST NOT BE USED AS A PROPERTY BOUNDARY SURVEY.

4) RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY NORFLEET LAND SERVICES.

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING MAY 2025 AND CONFORMS WITH THE PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS ENGINEERING AND LAND SURVEYING PRACTICES ACT REVISED SEPTEMBER 14, 2024.

STATE OF TEXAS REGISTERED TRAVIS R. MUDFORD 6029 PROFESSIONAL LAND SURVEYOR

TRAVIS R. MUDFORD — DATE 11/05/2025
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6029

PROPOSED PIPELINE RIGHT-OF-WAY = 3.01 ACRES	
TEMPORARY WORKSPACE = 4.01 ACRES	
ADDITIONAL TEMPORARY WORKSPACE = 3.74 ACRES	
CENTERLINE FOOTAGE = 4,369.51 FEET CENTERLINE RODS = 264.82 RODS	

LEGEND
MONUMENT — SECTION LINE
CALCULATED POINT — PROPERTY LINE
POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
REF. LINE
℄ PROPOSED RIGHT-OF-WAY
PROPOSED RIGHT-OF-WAY
ADDITIONAL TEMPORARY WORKSPACE A.T.W.S.

DELTA FIELD SERVICES
HQ NORTH RICHLAND HILLS, TX
Firm No. 10193748

Enterprise Gathering II LLC
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE & GRIZZLY FUEL GAS LINE

REV.	DATE	DESCRIPTION	BY	CHKD.
3	09/02/25	ROUTE UPDATE	JRD	TRM
4	10/31/25	UPDATED PIPE SIZE	DJC	TRM
5	11/04/25	UPDATED PIPE SIZE	DJC	TRM

JOB NO.: EPD_20251087
DWN. BY: JRD DATE: 06/02/25
CHK. BY: TRM DATE: 08/24/25
SHEET: 2 OF 3

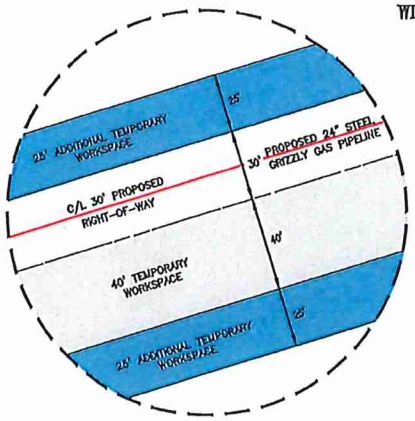
GRP-TX-WK-0003.00000

PLAT FOR A PROPOSED 30' WIDE PIPELINE RIGHT-OF-WAY CROSSING THE PROPERTY OF
CITY OF MIDLAND
WINKLER COUNTY, TEXAS

DFS ADDRESS: 7017 OAK HILLS COURT, NORTH RICHLAND HILLS, TX 76182, OFFICE: 318.323.6900

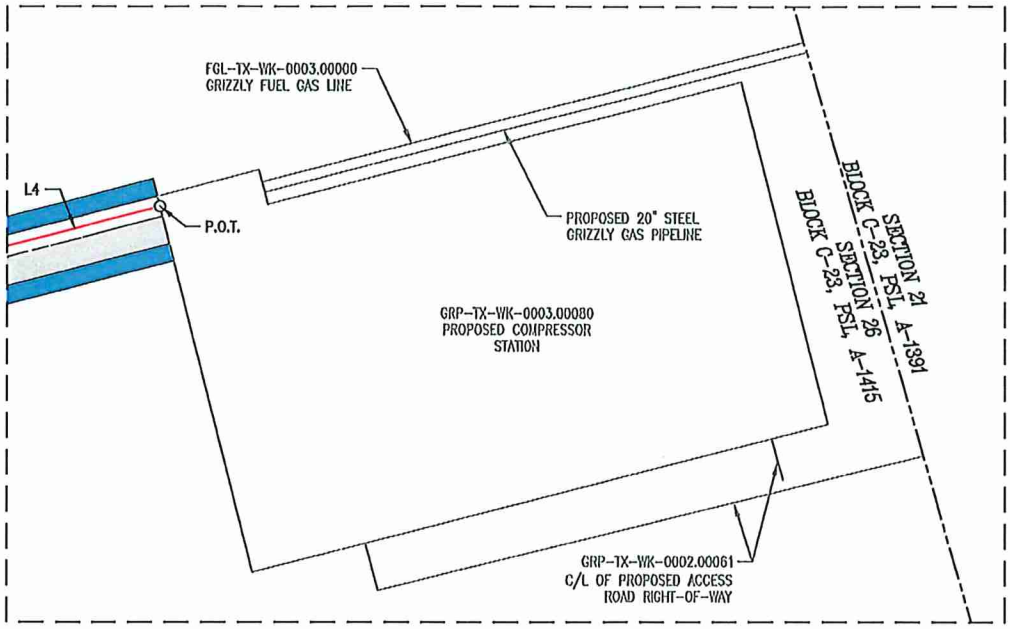
S:\Projects\Enterprise Products Operating, LP\Midstream\20251087 - Grizzly Pipeline(ROW)\Survey\01_Working\05_Trench Vessel (Grizzly)\GRP-TX-WK-0003.00000_JRW\02_Plat DWG\GRP-TX-WK-0003.00000_PSL5.dwg

EXHIBIT "A"
SECTION 26, BLOCK C-23
PUBLIC SCHOOL LANDS, A-1415
WINKLER COUNTY, TEXAS



DETAIL "B"
NOT TO SCALE

TEXAS COORDINATE SYSTEM (NAD83-CENTRAL ZONE)



DETAIL "C"
NOT TO SCALE

NOTES:

1) FOR ADDITIONAL INFORMATION, SEE ATTACHED FIELD NOTES MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF RIGHT-OF-WAY.
2) COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID VALUES AND ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET. ALL DISTANCES AND AREAS SHOWN HEREON ARE BASED ON GRID MEASUREMENTS UTILIZING A COMBINED SCALE FACTOR OF 0.999890813 AND A CONVERGENCE ANGLE OF -1.536875'.
3) THIS PLAT AND THE ATTACHED FIELD NOTES WERE PREPARED FOR THE PURPOSES OF CREATING A PIPELINE RIGHT-OF-WAY AND MUST NOT BE USED AS A PROPERTY BOUNDARY SURVEY.
4) RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY NORTHFLEET LAND SERVICES.

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING MAY 2025 AND CONFORMS WITH THE PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS ENGINEERING AND LAND SURVEYING PRACTICES ACT REVISED SEPTEMBER 14, 2024.

STATE OF TEXAS REGISTERED TRAVIS R. MUDFORD 6029 PROFESSIONAL LAND SURVEYOR

TRAVIS R. MUDFORD — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6029

PROPOSED PIPELINE RIGHT-OF-WAY = 3.01 ACRES	
TEMPORARY WORKSPACE = 4.01 ACRES	
ADDITIONAL TEMPORARY WORKSPACE = 3.74 ACRES	
CENTERLINE FOOTAGE = 4,369.51 FEET	
CENTERLINE RODS = 264.82 RODS	

LEGEND
MONUMENT — SECTION LINE
CALCULATED POINT — PROPERTY LINE
POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
REF. LINE
℄ PROPOSED RIGHT-OF-WAY
PROPOSED RIGHT-OF-WAY
ADDITIONAL TEMPORARY WORKSPACE A.T.W.S.

DELTA FIELD SERVICES
H.Q. NORTH RICHLAND HILLS, TX
Firm No. 10193748

Enterprise Gathering II LLC
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE & GRIZZLY FUEL GAS LINE

REV.	DATE	DESCRIPTION	BY	CHKD.
3	09/25/25	ROUTE UPDATE	JRD	TRM
4	10/31/25	UPDATED PIPE SIZE	DJC	TRM
5	11/04/25	UPDATED PIPE SIZE	DJC	TRM

JOB NO.: EPD_20251087
DWN. BY: JRD DATE: 06/02/25
CHK. BY: TRM DATE: 08/24/25
SHEET: 3 OF 3

GRP-TX-WK-0003.00000

PLAT FOR A PROPOSED 30' WIDE PIPELINE RIGHT-OF-WAY CROSSING THE PROPERTY OF
CITY OF MIDLAND
WINKLER COUNTY, TEXAS

DFS ADDRESS: 7017 OAK HILLS COURT, NORTH RICHLAND HILLS, TX 76182, OFFICE: 318.323.6900

S:\Projects\Enterprise Products Operating, LP\Midstream\20251087 - Grizzly Pipeline(COA)\Survey\01_Working\05_Tracts\Texas\Grizzly\GRP-TX-WK-0003.00000_JRW\02_Plat DWG\GRP-TX-WK-0003.00000_REV_5.dwg

EXHIBIT "B"

GRP-TX-WK-0003.00080
WINKLER COUNTY, TEXAS
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE
ENTERPRISE GATHERING II LLC

FIELD NOTES DESCRIBING
A PROPOSED SURFACE SITE LICENSE AREA

Being a proposed surface site license area located within Section 26, Block C-23, Public School Lands, Abstract Number 1415, Winkler County, Texas, and being a portion of a tract described to the City of Midland in Volume 210, Page 577 of the Deed Records of Winkler County, Texas (D.R.WK.C.TX).

Being more particularly described by metes and bounds as follows:

BEGINNING (POINT OF BEGINNING) at a point within said Section 26, having grid coordinates of N: 10,695,293.57, E: 1,376,752.28, from which a 2-inch iron pipe found for the Northwest corner of said Section 26 bears N 66°29'30" W a distance of 5,651.51 feet;

THENCE across said Section 26 the following courses and distances:

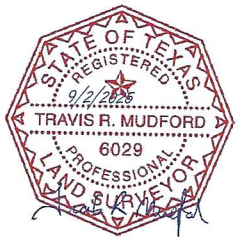
N 75°41'47" E a distance of 150.00 feet,
S 14°18'13" E a distance of 50.00 feet,
N 75°41'47" E a distance of 700.00 feet to a point from which a 2-inch iron pipe found for the Northeast corner of said Section 26 bears N 14°39'22" W a distance of 3,699.65 feet,
S 14°18'13" E a distance of 500.00 feet,
S 75°41'47" W a distance of 850.00 feet, and
N 14°18'13" W a distance of 550.00 feet back to the *POINT OF BEGINNING* of the herein described proposed surface site license area, containing 9.93 acres of land, more or less.

Coordinates, bearings, distances, and areas shown hereon are grid values and are based upon the Texas Coordinate System of 1983, Central Zone, U.S. Survey Feet. All distances and areas shown hereon are based on grid measurements utilizing a combined scale factor of 0.999890813 and a convergence angle of -1.536675°.

Title and current ownership information furnished by Norfleet Land Services.

STATE OF TEXAS
COUNTY OF WINKLER

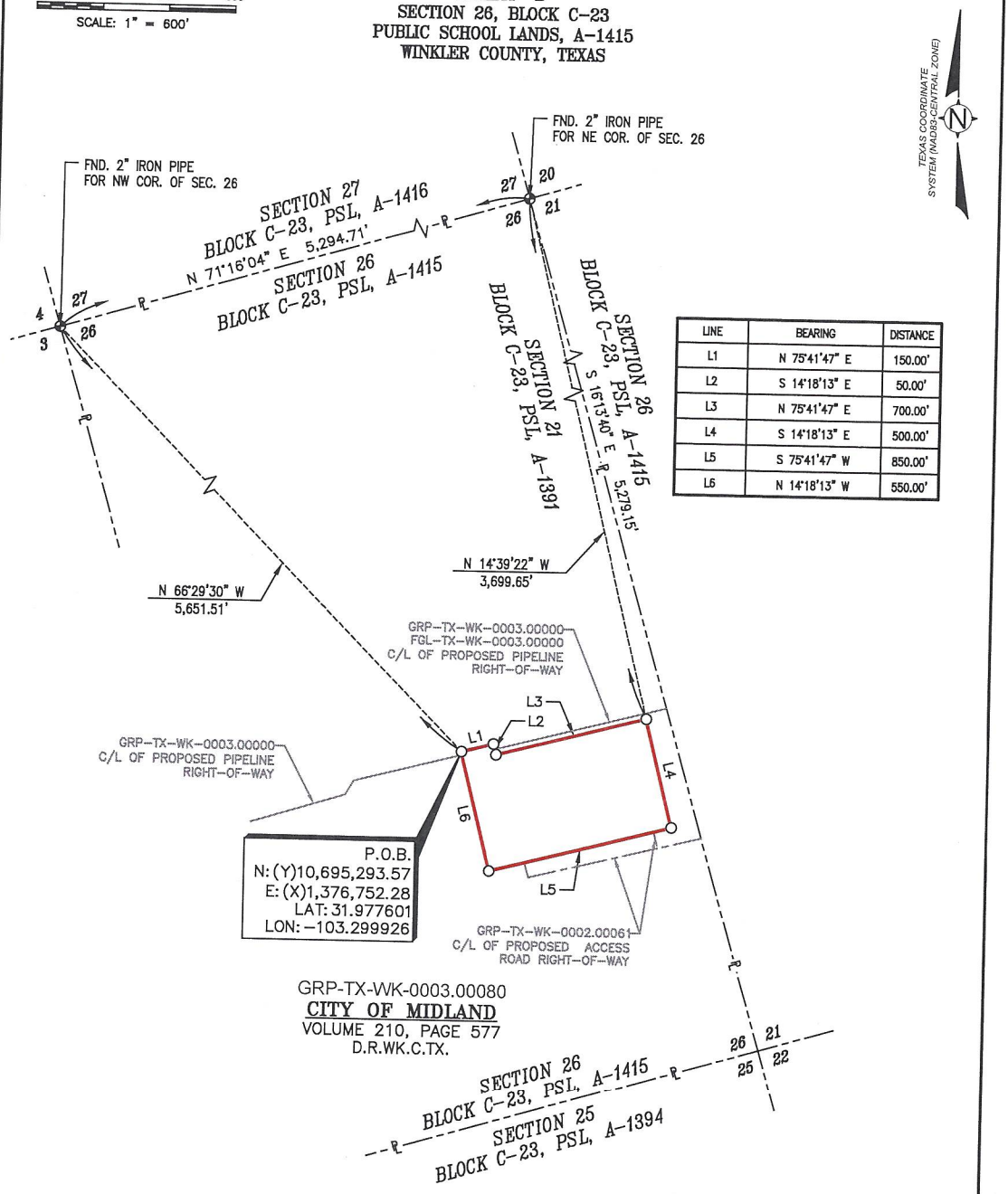
I hereby certify that these field notes and the attached plat are together an accurate representation of an actual survey made on the ground under my supervision during May 2025 and conform with the Professional and Technical Standards of the Texas Engineering and Land Surveying Practices Act revised September 14, 2024.



DELTA FIELD SERVICES, LLC.
TX. FIRM NO. 10193748
PROJECT NO. EPD_20251087

EXHIBIT "B"
SECTION 26, BLOCK C-23
PUBLIC SCHOOL LANDS, A-1415
WINKLER COUNTY, TEXAS

300' 0' 300' 600'
SCALE: 1" = 600'



LINE	BEARING	DISTANCE
L1	N 75°41'47" E	150.00'
L2	S 14°18'13" E	50.00'
L3	N 75°41'47" E	700.00'
L4	S 14°18'13" E	500.00'
L5	S 75°41'47" W	850.00'
L6	N 14°18'13" W	550.00'

NOTES:

1) FOR ADDITIONAL INFORMATION, SEE ATTACHED FIELD NOTES MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PROPOSED SURFACE SITE LICENSE AREA PLAT.
2) COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID VALUES AND ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET. ALL DISTANCES AND AREAS SHOWN HEREON ARE BASED ON GRID MEASUREMENTS UTILIZING A COMBINED SCALE FACTOR OF 0.999890813 AND A CONVERGENCE ANGLE OF -1.536875°.
3) THIS PLAT AND THE ATTACHED FIELD NOTES WERE PREPARED FOR THE PURPOSES OF CREATING A SURFACE SITE LICENSE AREA AND MUST NOT BE USED AS A PROPERTY BOUNDARY SURVEY.
4) RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY NORFLEET LAND SERVICES.

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING MAY 2025 AND CONFORMS WITH THE PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS ENGINEERING AND LAND SURVEYING PRACTICES ACT REVISED SEPTEMBER 14, 2024.

STATE OF TEXAS REGISTERED TRAVIS R. MUDFORD 6029 PROFESSIONAL LAND SURVEYOR

TRAVIS R. MUDFORD — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6029

PROPOSED SURFACE SITE LICENSE AREA ACREAGE = 9.93

LEGEND
MONUMENT
CALCULATED POINT
POINT OF BEGINNING P.O.B.
REF. LINE
PROPOSED SURFACE SITE LICENSE AREA
SECTION LINE
PROPERTY LINE

DELTA FIELD SERVICES
H.Q. NORTH RICHLAND HILLS, TX
Firm No. 10193748

Enterprise Gathering II LLC
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE

REV.	DATE	DESCRIPTION	BY	CHKD.
0	06/30/25	ISSUED CERTIFIED	JJK	TRM
1	07/09/25	UPDATED HEADERS	JRD	TRM
2	9/02/25	UPDATE SITE	DJC	TRM

JOB NO.: EPD_20251087
DWN. BY: JJK DATE: 06/05/25
CHK. BY: TRM DATE: 08/21/25
SHEET: 2 OF 2

GRP-TX-WK-0003.00080

PLAT FOR A PROPOSED SURFACE SITE LICENSE AREA ON THE PROPERTY OF
CITY OF MIDLAND
WINKLER COUNTY, TEXAS

DFS ADDRESS: 7017 OAK HILLS COURT, NORTH RICHLAND HILLS, TX 76182, OFFICE: 318.323.6900

S:\Projects\Enterprise Products Operating, LP\Midstream\20251087 - Grizzly Pipeline(TX)\Survey\01_Working\05_Tracts\Texas\Grizzly\TX-WK-0003.00080_SS\02_Plat DWG\GRP-TX-WK-0003.00080_JA083.dwg

EXHIBIT "C"

GRP-TX-WK-0002.00061
WINKLER COUNTY, TEXAS
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE
ENTERPRISE GATHERING II LLC

FIELD NOTES DESCRIBING
PROPOSED 30-FOOT WIDE ACCESS ROAD RIGHT-OF-WAY

Being centerline descriptions of proposed thirty-foot (30') wide access road right-of-way located within Section 26, Block C-23, Public School Lands, Abstract Number 1415, Winkler County, Texas, and being a portion of a tract described to the City of Midland in Volume 210, Page 577 of the Deed Records of Winkler County, Texas (D.R.WK.C.TX.).

Being more particularly described as lying fifteen feet (15') on each side of the following described centerlines:

Centerline #1
BEGINNING (POINT OF BEGINNING #1) at a point on the East line of said Section 26, having grid coordinates of N: 10,694,925.29, E: 1,377,848.18, from which a 2-inch iron pipe found at the Northeast corner of said Section 26 bears N 16°13'40" W a distance of 4,279.62 feet;

THENCE across said Section 26 the following courses and distances:

S 76°18'33" W a distance of 803.27 feet and
N 15°41'37" W a distance of 69.05 feet to the South line of a proposed compressor station and the *POINT OF TERMINATION #1* of the centerline described herein, having grid coordinates of N: 10,694,801.64, E: 1,377,049.06, from which a 2-inch iron pipe found for the Northwest corner of said Section 26 bears N 63°22'47" W a distance of 6,128.91 feet.

The length of the above described proposed access road right-of-way is 872.32 feet (52.87 rods) and containing 0.61 acre of land, more or less.

AND

Centerline #2
BEGINNING (POINT OF BEGINNING #2) at a point within said Section 26, being on the North line of a proposed access road right-of-way, having grid coordinates of N: 10,694,891.85, E: 1,377,647.56, from which a 2-inch iron pipe found at the Northeast corner of said Section 26 bears N 13°30'39" W a distance of 4,260.44 feet;

THENCE across said Section 26 the following course and distance:

N 15°19'20" W a distance of 60.46 feet to the South line of a proposed compressor station and the *POINT OF TERMINATION #2* of the centerline described herein, having grid coordinates of N: 10,694,950.17, E: 1,377,631.59, from which a 2-inch iron pipe found for the Northwest corner of said Section 26 bears N 66°48'11" W a distance of 6,594.91 feet.

The length of the above described proposed access road right-of-way is 60.46 feet (3.66 rods) and containing 0.05 acre of land, more or less.

EXHIBIT "C"

GRP-TX-WK-0002.00061
WINKLER COUNTY, TEXAS
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE
ENTERPRISE GATHERING II LLC

FIELD NOTES DESCRIBING
PROPOSED 30-FOOT WIDE ACCESS ROAD RIGHT-OF-WAY

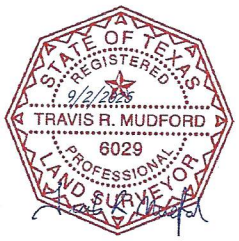
The total length of the herein described proposed access road right-of-way is 932.78 feet (56.53 rods) and containing 0.65 acre of land, more or less.

Coordinates, bearings, distances, and areas shown hereon are grid values are bases upon the Texas Coordinate System of 1983, Central Zone, U.S. Survey Feet. All distances and areas shown hereon are based on grid measurements utilizing a combined scale factor of 0.999890813 and a convergence angle of -1.536675°.

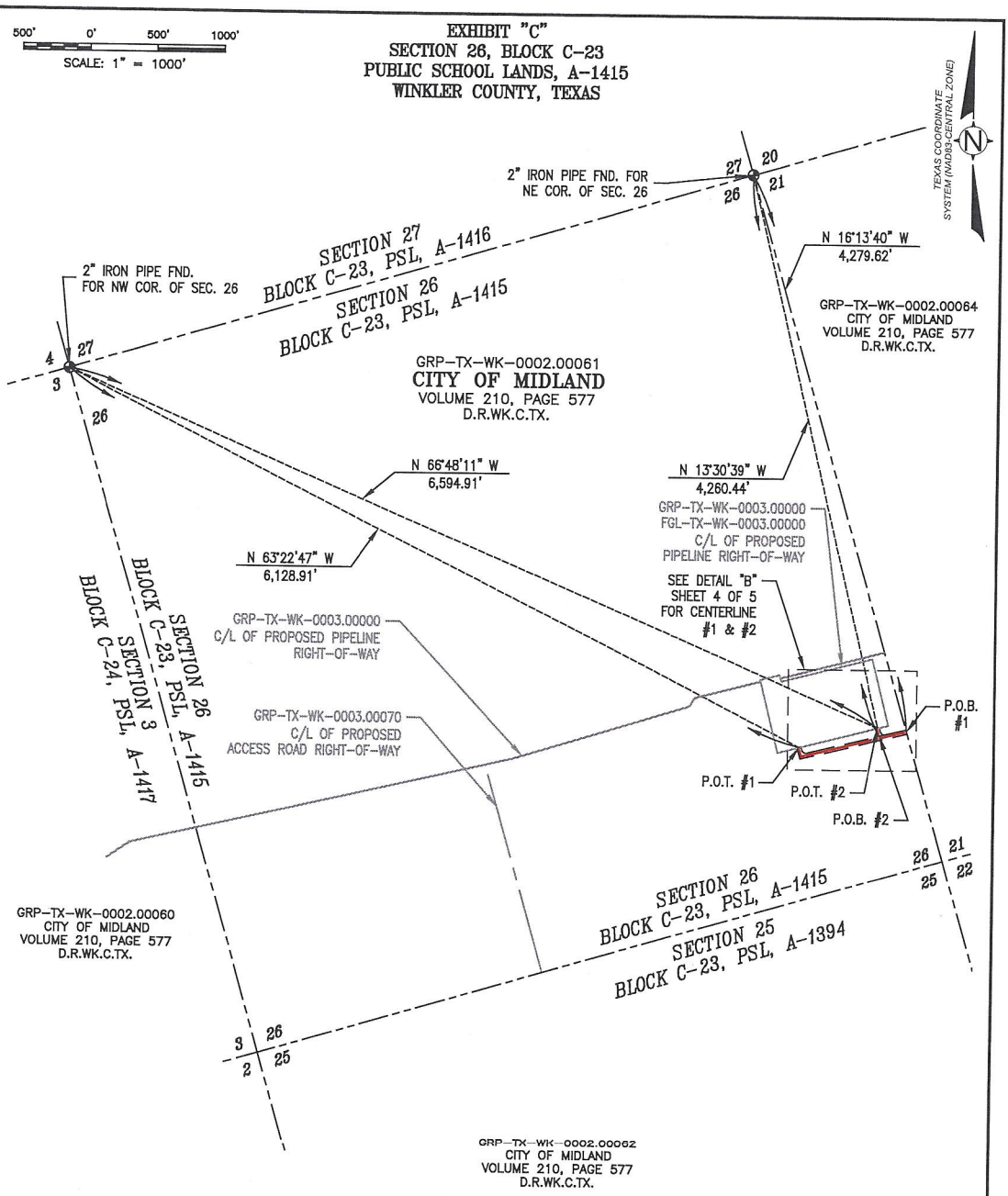
Title and current ownership information furnished by Norfleet Land Services.

STATE OF TEXAS
COUNTY OF WINKLER

I hereby certify that these field notes and the attached plat are together an accurate representation of an actual proposed right-of-way survey made on the ground under my supervision during May 2025 and conform with the Professional and Technical Standards of the Texas Engineering and Land Surveying Practices Act revised September 14, 2024.



DELTA FIELD SERVICES, LLC.
FIRM NO. 10193748
PROJECT NO. EPD_20251087



NOTES:

1) FOR ADDITIONAL INFORMATION, SEE ATTACHED FIELD NOTES MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF RIGHT-OF-WAY.
2) COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID VALUES AND ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET. ALL DISTANCES AND AREAS SHOWN HEREON ARE BASED ON GRID MEASUREMENTS UTILIZING A COMBINED SCALE FACTOR OF 0.999890813 AND A CONVERGENCE ANGLE OF -1.536875'.
3) THIS RIGHT-OF-WAY PLAT AND THE ATTACHED FIELD NOTES WERE PREPARED FOR THE PURPOSES OF CREATING A RIGHT-OF-WAY AND MUST NOT BE USED AS A PROPERTY BOUNDARY SURVEY.
4) RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY NORFLEET LAND SERVICES.

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING MAY 2025 AND CONFORMS WITH THE PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS ENGINEERING AND LAND SURVEYING PRACTICES ACT REVISED SEPTEMBER 14, 2024.

STATE OF TEXAS REGISTERED TRAVIS R. MUDFORD 6029 PROFESSIONAL LAND SURVEYOR

TRAVIS R. MUDFORD — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6029

ACCESS ROAD RIGHT-OF-WAY
ACCESS RIGHT-OF-WAY LENGTH = 932.78 FEET
ACCESS RIGHT-OF-WAY RODS = 56.53 RODS
ACCESS RIGHT-OF-WAY AREA = 0.65 ACRE

LEGEND
MONUMENT
CALCULATED POINT
POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
REF. LINE
℄ RIGHT-OF-WAY
PROPOSED RIGHT-OF-WAY
SECTION LINE
PROPERTY LINE

DELTA FIELD SERVICES
H.Q. NORTH RICHLAND HILLS, TX
TX. Firm No. 10193748

Enterprise Gathering II LLC
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE

REV.	DATE	DESCRIPTION	BY	CHKD.
0	6/30/25	ISSUED CERTIFIED	DJC	TRM
1	7/09/25	UPDATED HEADERS	JRD	TRM
2	9/02/25	UPDATED ACCESS ROAD	DJC	TRM

JOB NO.: EPD_20251087
DWN. BY: DJC DATE: 06/30/25
CHK. BY: TRM DATE: 8/22/25
SHEET: 3 OF 5

GRP-TX-WK-0002.00061

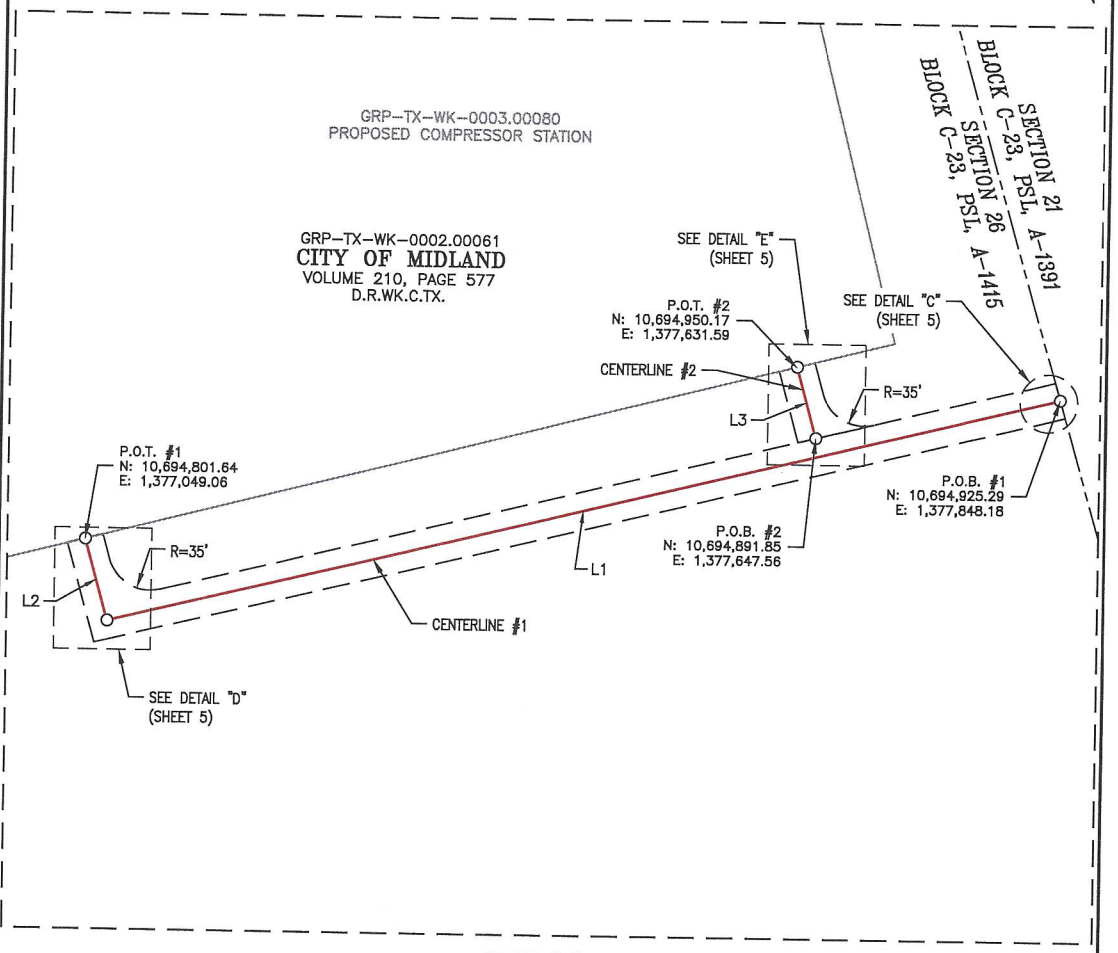
PLAT FOR PROPOSED 30' WIDE ACCESS ROAD RIGHT-OF-WAY CROSSING THE PROPERTY OF
CITY OF MIDLAND
WINKLER COUNTY, TEXAS

DFS ADDRESS: 7017 OAK HILLS COURT, NORTH RICHLAND HILLS, TX 76182, OFFICE: 318.323.6900

S:\Projects\Enterprise Products Operating, LP\Midstream\20251087 - Grizzly Pipeline(TX)\Survey\01_Working\05_Tracts\Texas\Grizzly\GRP-TX-WK-0002000061\02_Plat DWG\GRP-TX-WK-0002.00061_NAD83.dwg

EXHIBIT "C"
SECTION 26, BLOCK C-23
PUBLIC SCHOOL LANDS, A-1415
WINKLER COUNTY, TEXAS

TEXAS COORDINATE SYSTEM (NAD83, CENTRAL ZONE)



DETAIL "B"
NOT TO SCALE

CENTERLINE #1

LINE	BEARING	DISTANCE
L1	S 76°18'33" W	803.27'
L2	N 15°41'37" W	69.05'

CENTERLINE #2

LINE	BEARING	DISTANCE
L3	N 15°19'20" W	60.46'

STATE OF TEXAS
REGISTERED
9/2/2025
TRAVIS R. MUDFORD
6029
PROFESSIONAL
LAND SURVEYOR

ACCESS ROAD RIGHT-OF-WAY
ACCESS RIGHT-OF-WAY LENGTH = 932.78 FEET
ACCESS RIGHT-OF-WAY RODS = 56.53 RODS
ACCESS RIGHT-OF-WAY AREA = 0.65 ACRE

LEGEND
MONUMENT
CALCULATED POINT
POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
REF. LINE
℄ RIGHT-OF-WAY
PROPOSED RIGHT-OF-WAY
SECTION LINE
PROPERTY LINE ℙ

DELTA FIELD SERVICES
H.Q. NORTH RICHLAND HILLS, TX
TX. Firm No. 10193748

Enterprise Gathering II LLC
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE

REV.	DATE	DESCRIPTION	BY	CHKD.
0	6/30/25	ISSUED CERTIFIED	DJC	TRM
1	7/09/25	UPDATED HEADERS	JRD	TRM
2	9/02/25	UPDATED ACCESS ROAD	DJC	TRM

JOB NO.: EPD_20251087
DWN. BY: DJC DATE: 06/30/25
CHK. BY: TRM DATE: 8/22/25
SHEET: 4 OF 5

GRP-TX-WK-0002.00061

PLAT FOR PROPOSED 30' WIDE ACCESS ROAD RIGHT-OF-WAY CROSSING THE PROPERTY OF
CITY OF MIDLAND
WINKLER COUNTY, TEXAS

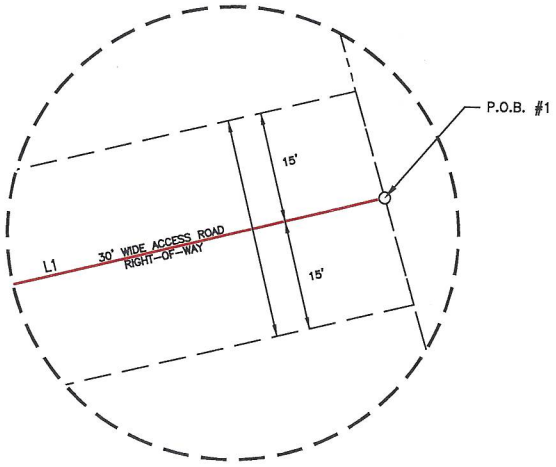
DFS ADDRESS: 7017 OAK HILLS COURT, NORTH RICHLAND HILLS, TX 76182, OFFICE: 318.323.6900

S:\Projects\Enterprise Products Operating, LP\Midstream\20251087 - Grizzly Pipeline(TX)\Survey\01_Working\05_Tracts\Texas\Grizzly\GRP-TX-WK-0002.00061\02_Plat DWG\GRP-TX-WK-0002.00061_NAD83.dwg

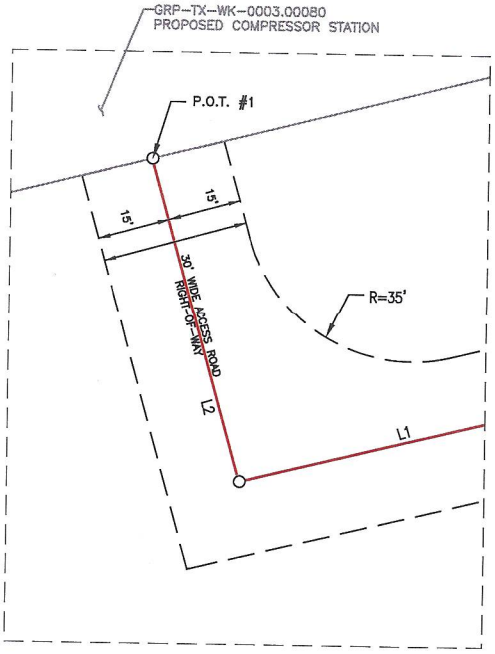
EXHIBIT "C"
SECTION 26, BLOCK C-23
PUBLIC SCHOOL LANDS, A-1415
WINKLER COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
9/2/2025
TRAVIS R. MUDFORD
6029
PROFESSIONAL
LAND SURVEYOR

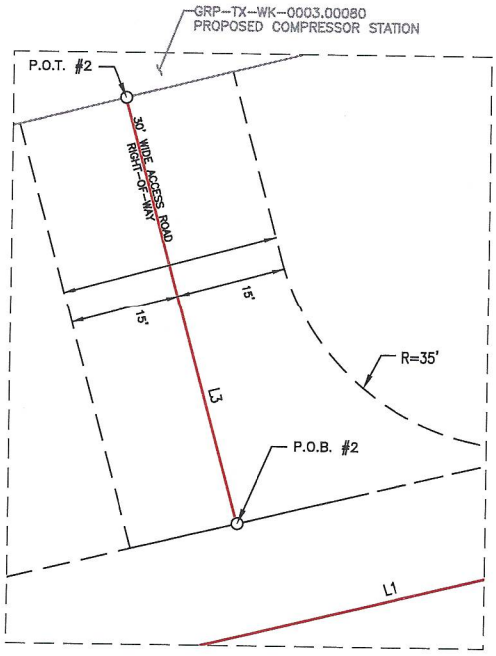
TEXAS COORDINATE SYSTEM (NAD83-CENTRAL ZONE)



DETAIL "C"
NOT TO SCALE



DETAIL "D"
NOT TO SCALE



DETAIL "E"
NOT TO SCALE

ACCESS ROAD RIGHT-OF-WAY
ACCESS RIGHT-OF-WAY LENGTH = 932.78 FEET
ACCESS RIGHT-OF-WAY RODS = 56.53 RODS
ACCESS RIGHT-OF-WAY AREA = 0.65 ACRE

LEGEND
MONUMENT
CALCULATED POINT
POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
REF. LINE
℄ RIGHT-OF-WAY
PROPOSED RIGHT-OF-WAY
SECTION LINE
PROPERTY LINE ℄

DELTA FIELD SERVICES
H.Q. NORTH RICHLAND HILLS, TX
TX. Firm No. 10193748

Enterprise Gathering II LLC
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE

REV.	DATE	DESCRIPTION	BY	CHKD.
0	6/30/25	ISSUED CERTIFIED	DJC	TRM
1	7/09/25	UPDATED HEADERS	JRD	TRM
2	9/02/25	UPDATED ACCESS ROAD	DJC	TRM

JOB NO.: EPD_20251087
DWN. BY: DJC DATE: 06/30/25
CHK. BY: TRM DATE: 08/22/25
SHEET: 5 OF 5

GRP-TX-WK-0002.00061

PLAT FOR PROPOSED 30' WIDE ACCESS ROAD RIGHT-OF-WAY CROSSING THE PROPERTY OF
CITY OF MIDLAND
WINKLER COUNTY, TEXAS

S:\Projects\Enterprise Products Operating, LP\Midstream\20251087 - Grizzly Pipeline(TX)\Survey\01_Working\05_Tracts\Texas\Grizzly\GRP-TX-WK-0002.00061\02_Plat DWG\GRP-TX-WK-0002.00061_NA083.dwg

EXHIBIT "C"

GRP-TX-WK-0002.00064
WINKLER COUNTY, TEXAS
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE
ENTERPRISE GATHERING II LLC

FIELD NOTES DESCRIBING
A PROPOSED 30-FOOT WIDE ACCESS ROAD RIGHT-OF-WAY

Being a centerline description of a proposed thirty-foot (30') wide access road right-of-way located within Section 21, Block C-23, Public School Lands, Abstract Number 1391, Winkler County, Texas, and being a portion of a tract described to the City of Midland in Volume 210, Page 577 of the Deed Records of Winkler County, Texas (D.R.WK.C.TX.).

Being more particularly described as lying fifteen feet (15') on each side of the following described centerline (unless otherwise shown on the accompanying plat):

BEGINNING (POINT OF BEGINNING) at a point in said Section 21, having the grid coordinates of N: 10,695,052.89, E: 1,378,383.32, from which a 2-inch iron pipe found for the Southeast corner of said Section 21 bears N 85°20'10" E a distance of 4,846.02 feet;

THENCE across said Section 21 the following courses and distances:

Along a curve to the left, having a radius of 35.00 feet, delta angle of 22°34'21", chord bearing S 87°35'44" W, chord length of 13.70 feet and an arc length of 13.79 feet, and
S 76°18'33" W a distance of 536.70 feet to the West line of said Section 21 and the *POINT OF TERMINATION* of the centerline described herein, having grid coordinates of N: 10,694,925.29, E: 1,377,848.18, from which a 2-inch iron pipe found for the Northwest corner of said Section 21 bears N 16°13'40" W a distance of 4,279.62 feet.

The total length of the herein described proposed access road right-of-way is 550.49 feet (33.36 rods), containing 0.38 acre of land, more or less.

Coordinates, bearings, distances, and areas shown hereon are grid values are bases upon the Texas Coordinate System of 1983, Central Zone, U.S. Survey Feet. All distances and areas shown hereon are based on grid measurements utilizing a combined scale factor of 0.999890813 and a convergence angle of -1.536675°.

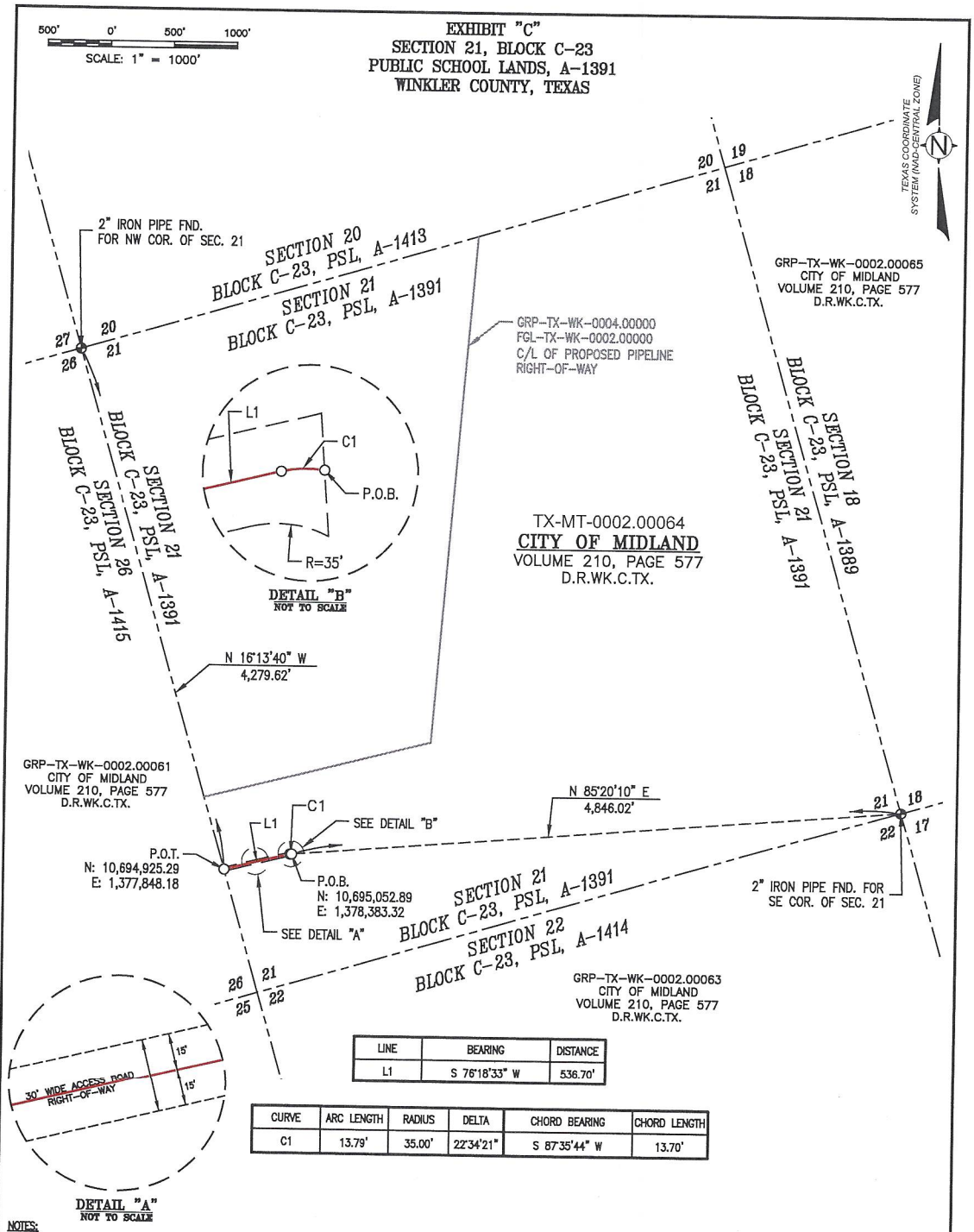
Title and current ownership information furnished by Norfleet Land Services.

STATE OF TEXAS
COUNTY OF WINKLER

I hereby certify that these field notes and the attached plat are together an accurate representation of an actual proposed right-of-way survey made on the ground under my supervision during May 2025 and conform with the Professional and Technical Standards of the Texas Engineering and Land Surveying Practices Act revised September 14, 2024.



DELTA FIELD SERVICES, LLC.
FIRM NO. 10193748
PROJECT NO. EPD_20251087



LINE	BEARING	DISTANCE
L1	S 76°18'33" W	536.70'

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	13.79'	35.00'	22°34'21"	S 87°35'44" W	13.70'

NOTES:

1) FOR ADDITIONAL INFORMATION, SEE ATTACHED FIELD NOTES MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF RIGHT-OF-WAY.

2) COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID VALUES AND ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET. ALL DISTANCES AND AREAS SHOWN HEREON ARE BASED ON GRID MEASUREMENTS UTILIZING A COMBINED SCALE FACTOR OF 0.999890813 AND A CONVERGENCE ANGLE OF -1.536675°.

3) THIS RIGHT-OF-WAY PLAT AND THE ATTACHED FIELD NOTES WERE PREPARED FOR THE PURPOSES OF CREATING A RIGHT-OF-WAY AND MUST NOT BE USED AS A PROPERTY BOUNDARY SURVEY.

4) RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY NORFLEET LAND SERVICES.

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF AN ACTUAL PROPOSED RIGHT-OF-WAY SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING MAY 2025 AND CONFORMS WITH THE PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS ENGINEERING AND LAND SURVEYING PRACTICES ACT REVISED SEPTEMBER 14, 2024.

STATE OF TEXAS REGISTERED TRAVIS R. MUDFORD 6029 PROFESSIONAL LAND SURVEYOR

TRAVIS R. MUDFORD DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6029

ACCESS ROAD RIGHT-OF-WAY
ACCESS RIGHT-OF-WAY LENGTH = 550.49 FEET
ACCESS RIGHT-OF-WAY RODS = 33.36 RODS
ACCESS RIGHT-OF-WAY AREA = 0.38 ACRE

LEGEND
MONUMENT
CALCULATED POINT
POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
℄ RIGHT OF WAY
PROPOSED RIGHT OF WAY
SECTION LINE
PROPERTY LINE

DELTA FIELD SERVICES
H.Q. NORTH RICHLAND HILLS, TX
TX. Firm No. 10193748

Enterprise Gathering II LLC
GRIZZLY WHITE KNIGHT
GRIZZLY PIPELINE

REV.	DATE	DESCRIPTION	BY	CHKD.
0	06/30/25	ISSUED CERTIFIED	DJC	TRM
1	07/09/25	UPDATED HEADERS	JRD	TRM
2	9/02/25	UPDATED ACCESS ROAD	DJC	TRM

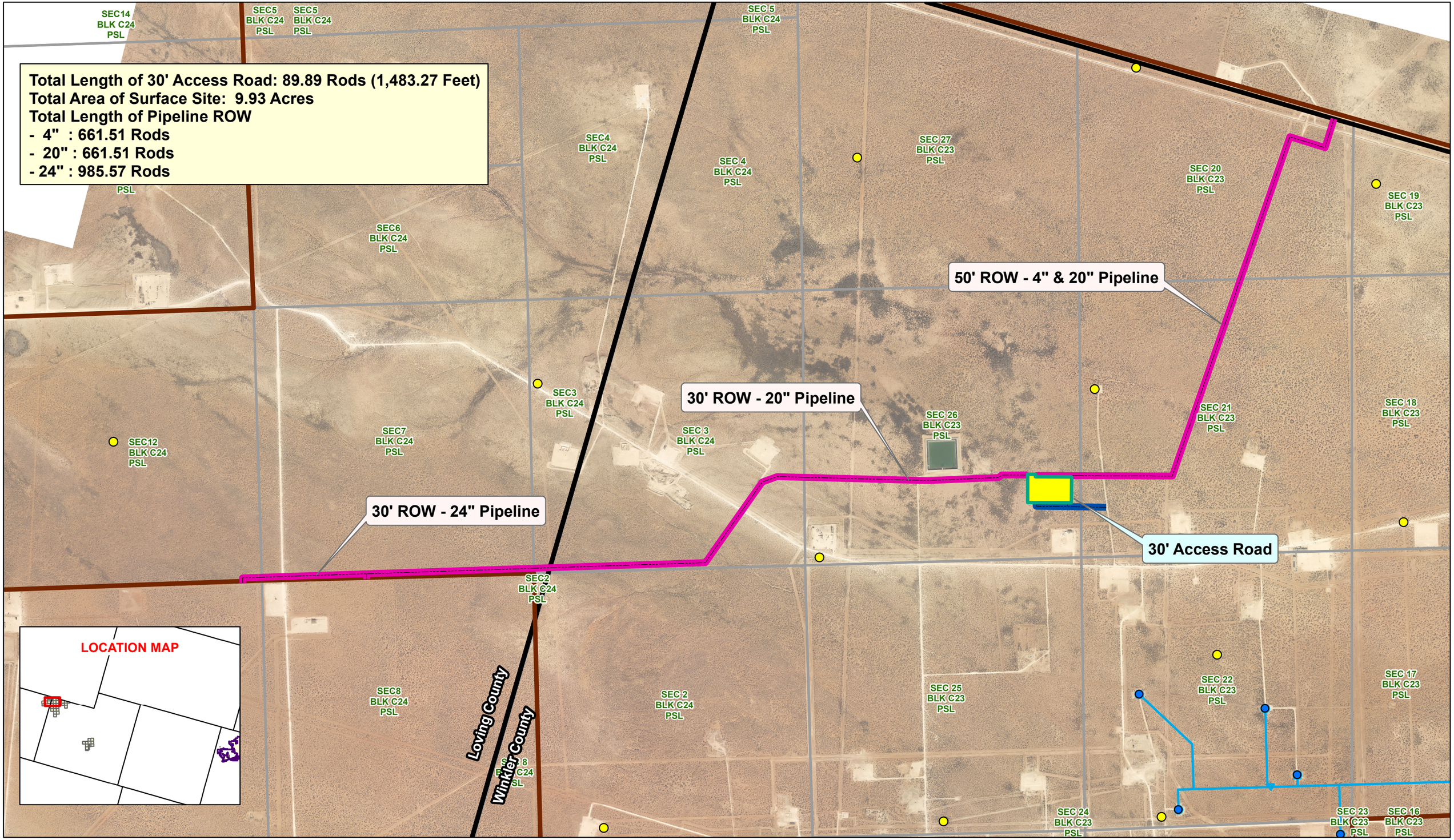
JOB NO.: EPD_20251087
DWN. BY: DJC DATE: 06/25/25
CHK. BY: TRM DATE: 08/23/25
SHEET: 2 OF 2

GRP-TX-WK-0002.00064

PLAT FOR A PROPOSED 30' WIDE ACCESS ROAD RIGHT-OF-WAY CROSSING THE PROPERTY OF
CITY OF MIDLAND
WINKLER COUNTY, TEXAS

S:\Projects\Enterprise Products Operating, LP\Midstream\20251087 - Grizzly Pipeline(TX)\Survey\01_Working\05_Tracts\Texas (Grizzly\GRP-TX-WK-0002.00064\02_Plat DWG\GRP-TX-WK-0002.00064_NAD83.dwg

DFS ADDRESS: 7017 OAK HILLS COURT, NORTH RICHLAND HILLS, TX 76182, OFFICE: 318.323.6900



Date: 11/14/2025

- Surface Site
- Proposed Pipeline
- Proposed Access Road
- Monitor Well
- PSC Water Wells
- PSC Waterlines
- TBar Boundary
- County Boundary
- Survey Section

Enterprise in T-Bar
Proposed ROW, Access Road and Surface Site

0 1,000 2,000 Feet

©THE CITY OF MIDLAND - 2025
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) 11/17/2025

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
Aon Risk Services Southwest, Inc.
Houston TX Office
1300 Post Oak Blvd., Suite 1400
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Old Republic Insurance Company	24147
INSURER B:	Lexington Insurance Company	19437
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Enterprise Gathering II LLC.
1100 Louisiana Street, 22nd Floor
Houston TX 77002 USA

COVERAGES **CERTIFICATE NUMBER:** 570116694076 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR *Each Occurrence GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			MWZY31308825	04/18/2025	04/18/2026	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 Excluded $1,000,000 $6,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			MWTB 313086 25	04/18/2025	04/18/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X **UMBRELLA LIAB** / OCCUR **EXCESS LIAB** / X CLAIMS-MADE DED / RETENTION			MWZU31362825	04/18/2025	04/18/2026	EACH OCCURRENCE AGGREGATE	$9,000,000 $9,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC31308525	04/18/2025	04/18/2026	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

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 with respect to the General Liability, Automobile Liability and Umbrella Liability policies per written contract. The insurance available to any person or organization qualifying as an additional insured will not exceed the minimum coverage and limits required by the contract or agreement between the Named Insured and the Certificate Holder. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

City of Midland Texas
PO Box 1152
Midland TX 79702 USA

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

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570116694076

©1988-2015 ACORD CORPORATION. All rights reserved

AGENCY CUSTOMER ID: 10638949

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Enterprise Gathering II LLC.
POLICY NUMBER See Certificate Number: 570116694076	
CARRIER See Certificate Number: 570116694076	NAIC CODE
	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
B				34064058 Claims Made	04/18/2025	04/18/2026	Aggregate	$1,000,000
							Each Occurrence	$1,000,000

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THE FACE OF THIS DOCUMENT CONTAINS MICROPRINTING

JPMORGAN CHASE BANK, N.A.

Enterprise Products

Enterprise Products Operating LLC
P.O. Box 4324
Houston, TX 77210-4324

Land Account

Check No. 097665

Date: 11/20/2025

PAY TO THE ORDER OF CITY OF MIDLAND

$ 1,411,997.54

VOID AFTER 180 DAYS

one million four hundred eleven thousand nine hundred ninety seven & 54/100 **DOLLARS**

MEMO LICENSE NO - 25-495-022

AUTHORIZED SIGNATURE

Kyle Moore

Print Name

⑈097665⑈ ⑆044115443⑆ 66263996 2⑈

ORIGINAL DOCUMENT HAS A WATERMARK ON BACK

City Council Meeting

Item Number: 29.
Meeting Date: December 16, 2025
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT OF WAY LICENSE (25-329-029) WITH DIAMONDBACK E&P LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 20 AND 21, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS

Purpose:
Diamondback E & P L.L.C is requesting a 20' wide right of way to place a private 25 Kv overhead power line on City of Midland owned real property known as the Spraberry Farm. This power line is being built to provide a power source for new drilling and production activities being built under an existing Surface Use Agreement Number 25-329-011 between the City of Midland and the applicant.

Applicants will need a 20' wide temporary workspace in places for construction.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City's standard license for facilities of this nature.

Recommended Action:
Approve

Fiscal Impact:
The following fees have been collected:
Application fee paid (one time): $1,000
10-year lease rate,
25KV Overhead Power Line (282.91 rods * $74.00 per rod) $20,935.34
Total Collected: $21,935.34

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This private use, 25 Kv overhead powerline, is away from any COM operations on Sprayberry Farm land.

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

Attachments:

A. DB executed ROW License 25-329-029
B. Council Map Diamondback_Spraberry_Eline_101625
C. City of Midland, TX COI
D. 10 year paid in full check

John Simmons, Utilities	Created/Initiated - 12/1/2025
Carl Craigo, Utilities	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/8/2025
Jose Ortiz, City Manager	Approved - 12/8/2025
Morris Williams, City Manager	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	December 17, 2025
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**Diamondback E&P LLC**
Licensee's Representative:	**Chris Curry**
Licensee's Mailing Address:	500 W. Texas Ave., Suite 100 Midland, Texas 79701
Property:	As described in Article III below
License Number:	**25-329-029**

Licensee desires use of certain Property (as defined below) in Midland County, Texas for purposes set forth below. Licensor hereby authorizes Licensee to act as described in this license (this "License") limited to any and all rights Licensor may have to the Property and subject to any and all validly existing encumbrances, conditions, and restrictions relating to the Property.

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. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of TWENTY THOUSAND NINE HUNDRED THIRTY-FIVE and 34/100 Dollars ($20,935.34) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being forty (40) feet in width of the locations with operations limited to areas 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 25 KV overhead power line and to have the right of ingress and egress at convenient points for such purpose, said construction width shall revert to twenty (20) feet after the lines are completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the power line 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 power line described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Purposefully 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, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S POWER LINE OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor

requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any portion of the power line or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this

provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any of the power line or property of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

- Personal Injury: $1,000,000.00 per person
  $1,000,000.00 per occurrence
- Property Damage: $100,000.00 per occurrence

Business Automobile Liability: $1,000,000.00 combined single limit--
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: $1,000,000.00 per accident or occurrence

Umbrella Liability: $10,000,000.00 each occurrence
$10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate.

Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE POWER LINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S POWER LINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE

"INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability.

Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License

shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the

Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

LICENSEE:
DIAMONDBACK E&P LLC

By: _____
Printed Name: Chris Curry
Title: Vice President - Land

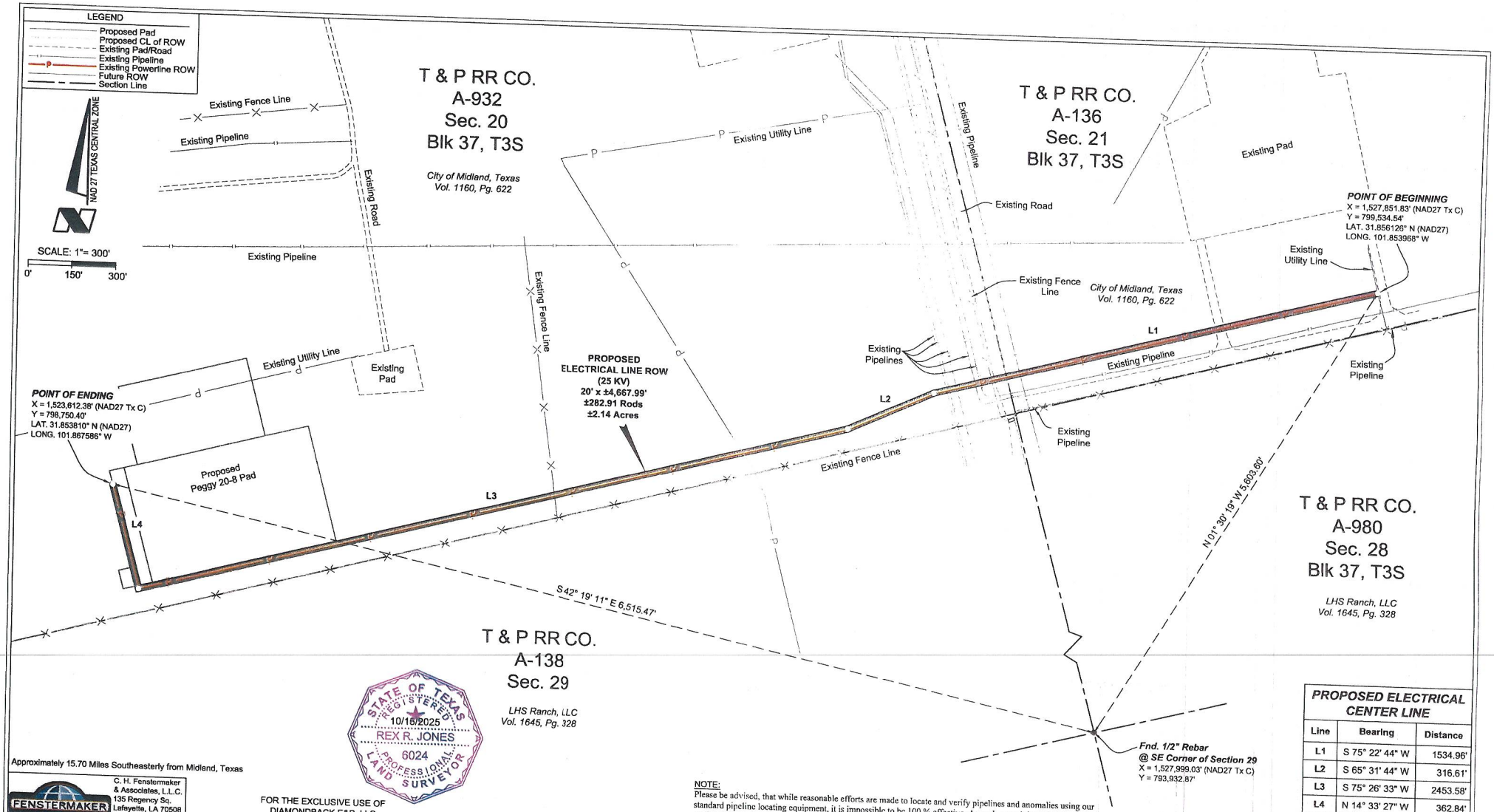
THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 10th day of November, 2025 personally appeared Chris Curry an officer of Diamondback L&P 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 10th day of November, 2025.

LAURA D. SWOPES
NOTARY PUBLIC
STATE OF TEXAS
ID 129201512
EXP. 11-13-2028

_____
Notary Public, State of TEXAS



Approximately 15.70 Miles Southeasterly from Midland, Texas

PROPOSED ELECTRICAL CENTER LINE		
Line	Bearing	Distance
L1	S 75° 22' 44" W	1534.96'
L2	S 65° 31' 44" W	316.61'
L3	S 75° 26' 33" W	2453.58'
L4	N 14° 33' 27" W	362.84'

C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq.
Lafayette, LA 70508
Ph. 337-237-2200
Fax. 337-232-3299
TX Firm 10028500

REVISIONS	
08/26/2025 JLP	Added Existing Pipeline
10/14/2025 DT	Updated Pipeline Description

DRAWN BY: MCM | PROJ. MGR.: JLP
DATE: 08/21/2025
JOB#: 2236979.05C | SHEET 1 OF 1

STATE OF TEXAS
REGISTERED
10/15/2025
REX R. JONES
6024
PROFESSIONAL
LAND SURVEYOR

FOR THE EXCLUSIVE USE OF
DIAMONDBACK E&P, LLC
I, Rex R. Jones, Registered Professional Land Surveyor, do hereby state the above plat to be true and correct to the best of my knowledge.

Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

NOTE:
Please be advised, that while reasonable efforts are made to locate and verify pipelines and anomalies using our standard pipeline locating equipment, it is impossible to be 100 % effective. As such, we advise using caution when performing work as there is a possibility that pipelines and other hazards, such as fiber optic cables, PVC pipelines, etc. may exist undetected on site.

NOTE:
Many states maintain information centers that establish links between those who dig (excavators) and those who own and operate underground facilities (operators). It is advisable and in most states, law, for the contractor to contact the center for assistance in locating and marking underground utilities. For guidance, a few states with such programs are listed below: Texas One Call - www.texas811.org.

DISCLAIMER: At this time, C. H. Fenstermaker & Associates, L.L.C. has not performed nor was asked to perform any type of engineering, hydrological modeling, flood plain, or "No Rise" certification analyses, including but not limited to determining whether the project will impact flood hazards in connection with federal/FEMA, state, and/or local laws, ordinances and regulations. Accordingly, Fenstermaker makes no warranty or representation of any kind as to the foregoing issues, and persons or entities using this information shall do so at their own risk.

SURFACE USE PLAT
DIAMONDBACK E&P, LLC
PROPOSED
20' ELECTRICAL LINE ROW
(25 KV)
SITUATED IN
T & P RR CO. SURVEY, A-136, SEC. 21, BLK 37, T3S
T & P RR CO. SURVEY, A-932, SEC. 20, BLK 37, T3S
MIDLAND COUNTY, TEXAS

Exhibit A

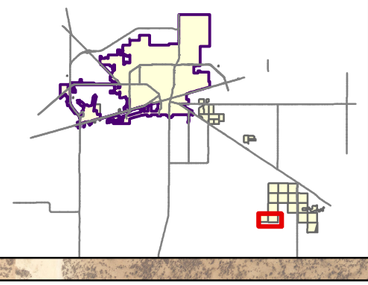
BLK 37-3-S
SEC 20

BLK 37-3-S
SEC 21

BLK 37-3-S
SEC 22

Electrical Line
282.91 Rods (4,667.99 ft)

LOCATION MAP



BLK 37-3-S
SEC 29

BLK 37-3-S
SEC 28

BLK 37-3-S
SEC 27

Date: 10/21/2025

- Electrical Line
- Flowline
- Survey Section

Diamondback in Spraberry
Proposed Electrical Line ROW

N
W
E
S

0 500 1,000 Feet

©THE CITY OF MIDLAND - 2025
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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/8/2025

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:	
Dillingham Insurance P.O. Box 1669 Enid, OK 73702	PHONE (A/C, No, Ext): (580) 233-2000	FAX (A/C, No): (580) 242-6703
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Zurich American Insurance Company	16535
INSURER C : Vigilant Insurance Company	20397
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Diamondback Energy, Inc.
500 West Texas Ave., Ste. 100
Midland, TX 79701

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	3608 40 48	7/1/2025	7/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	BAP 9327592	7/1/2025	7/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE	X	X	5671 92 55	7/1/2025	7/1/2026	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 1,000,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A	X	WC 9327590	7/1/2025	7/1/2026	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
C	Poll Sudden & Accidn	X	X	3608 40 49	7/1/2025	7/1/2026		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Midland, its agents, employees and officers are included as an additional insured on all policies except Workers' Compensation when required by written contract. Waiver of Subrogation applies also when required by written contract.

CERTIFICATE HOLDER

City of Midland, Texas
Attn: City Attorney's Office
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



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

REORDER 905 U.S. PATENT NO. 5538290, 5575508, 5641183, 5786353, 5884364, 6030000

DIAMONDBACK Energy

DATE ISSUED: November 04, 2025
CHECK NUMBER: 200001407
AMOUNT PAID: $20,935.34
INQUIRIES: OwnerRelations@DiamondbackEnergy.com

DATE	LEASE ID	LEASE NAME	PAYMENT TYPE	NET AMOUNT
11/04/2025	114273000 1	THE CITY OF	RIGHT OF WAY & DAMAGES	20,935.34
SUR/Surface Payment				

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THIS CHECK IS VOID WITHOUT A GREEN & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Diamondback E&P LLC
900 NW 63RD ST
SUITE 200
OKLAHOMA CITY, OK 73116
833-455-0091

Goldman Sachs Bank USA
200 West Street
New York,NY 10282
1-1507/260

200001407

November 04, 2025
VOID AFTER 90 DAYS

Pay TWENTY THOUSAND NINE HUNDRED THIRTY-FIVE 34/100 Dollars $ ****20,935.34

TO THE ORDER OF
THE CITY OF MIDLAND
PO BOX 1152
MIDLAND TX 79702

DIAMONDBACK ENERGY, INC.

⑈ 200001407⑈ ⑆026015079⑆ 27000007131 5⑈

City Council Meeting

Item Number: 30.
Meeting Date: December 16, 2025
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT OF WAY LICENSE (25-329-030) WITH DIAMONDBACK E&P LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 20 AND 21, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS

Purpose:
This motion will provide the applicant with a 30' wide Right of Ways for private use Polyethylene type gas, oil and water flow lines for the new mineral production facilities on City of Midland-owned Sprayberry Farm, under Surface Use Agreement 25-329-011 between City of Midland and the applicant.

Applicant will also need an additional 20' temporary workspace for construction.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City's standard license for facilities of this nature.

Recommended Action:

Fiscal Impact:
The following fees will be collected:

Application fees (one time): $1,000

10-year ROW License Fees.

Pipeline #1, 12" Oil Line (582.6 rods x $490) $285,474.00

Pipeline #2, 12" Gas Line (582.6 rods x $490.00) $285,474.00

Pipeline #3, 8" Water Line (582.6 rods x $290) $168,954.00

Total collected on this date: $740,902.00

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:

These pipelines will be the flowlines from the mineral production for all wells associated with the noted Surface Use Agreement and will be buried 48” deep.

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 in Midland County.

Attachments:
A. executed DB ROW License 25-329-030
B. Council Map Diamondback_Spraberry_Flowline_101625
C. City of Midland, TX COI
D. 10 year paid in full check

John Simmons, Utilities	Created/Initiated - 11/20/2025
Carl Craigo, Utilities	Approved - 12/3/2025
Linda Ochoa, Legal	Approved - 12/8/2025
Jose Ortiz, City Manager	Approved - 12/8/2025
Morris Williams, City Manager	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	December 17, 2025
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**Diamondback E&P LLC**
Licensee's Representative:	**Chris Curry**
Licensee's Mailing Address:	500 W. Texas Ave., Suite 100 Midland, Texas 79701
Property:	As described in Article III below
License Number:	**25-329-030**

Licensee desires use of certain Property (as defined below) in Midland County, Texas for purposes set forth below. Licensor hereby authorizes Licensee to act as described in this license (this "License") limited to any and all rights Licensor may have to the Property and subject to any and all validly existing encumbrances, conditions, and restrictions relating to the Property.

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. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of SEVEN HUNDRED FORTY THOUSAND NINE HUNDRED TWO and No/100 Dollars ($740,902.00) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being fifty (50) feet in width of the locations with operations limited to areas 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, two polythene pipelines, not to exceed twelve (12) inches in diameter and a polythene pipeline not to exceed eight (8) inches for the transportation of gas, oil, and water and to have the right of ingress and egress at convenient points for such purpose, said construction width shall revert to thirty (30) feet after the lines are completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipelines 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 pipelines described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipelines to be constructed hereunder no less than forty-eight (48) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that one of Licensee's pipelines intersect with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights

of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINES OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this

License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property.

Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty

(30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER

RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF A PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINES OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION

REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or

employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the

amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does <u>not</u> require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, <u>not</u> for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

LICENSEE:
DIAMONDBACK E&P LLC

By: _____
Printed Name: Chris Curry
Title: Vice President - Land

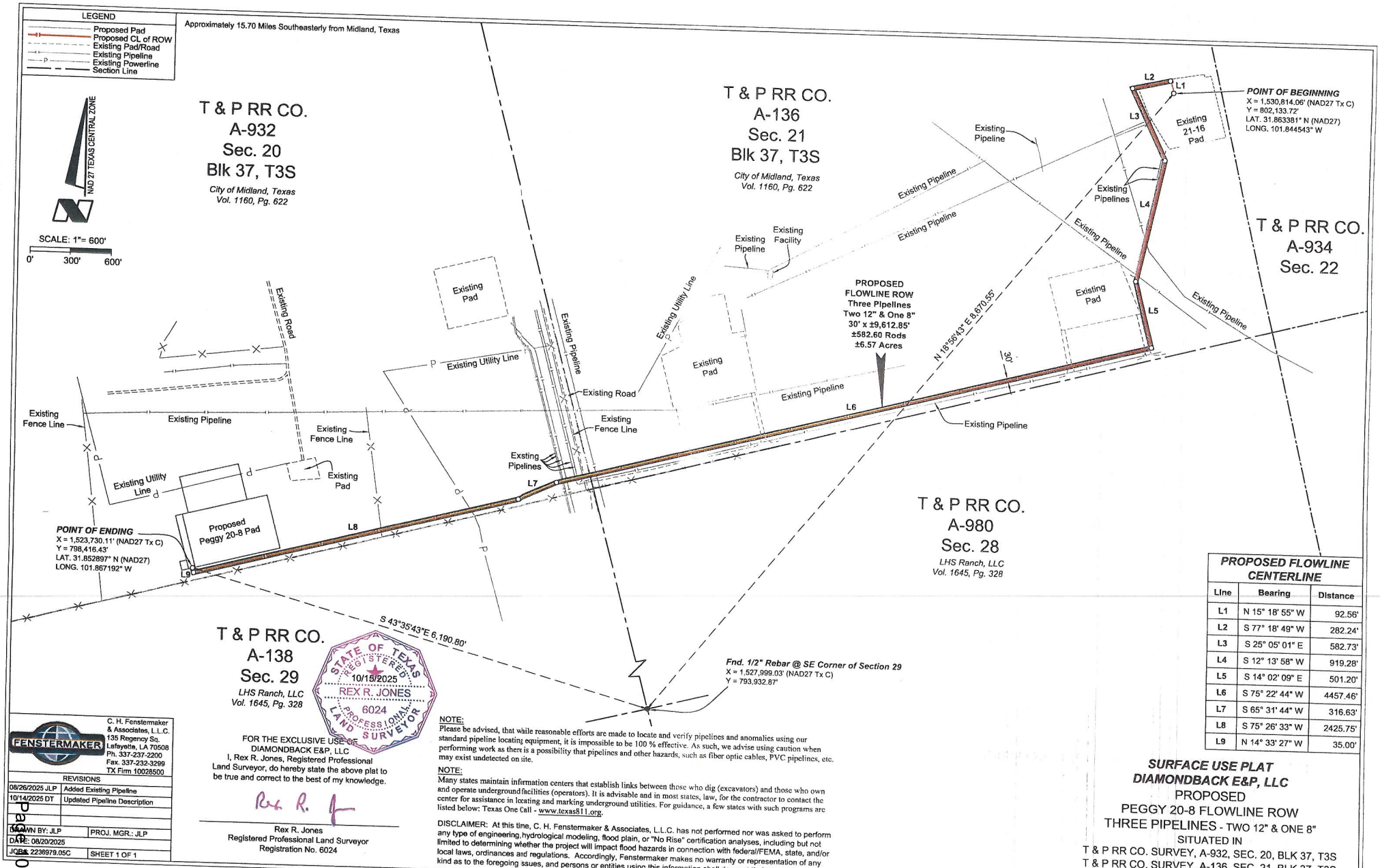
THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 10th day of November, 2025 personally appeared Chris Curry an officer of Diamondback E&P 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 10th day of November, 2025.

LAURA D. SWOPES
NOTARY PUBLIC
STATE OF TEXAS
ID. 129201512
EXP. 11-13-2028

Laura D. Swopes
Notary Public, State of TEXAS



PROPOSED FLOWLINE CENTERLINE		
Line	Bearing	Distance
L1	N 15° 18' 55" W	92.56'
L2	S 77° 18' 49" W	282.24'
L3	S 25° 05' 01" E	582.73'
L4	S 12° 13' 58" W	919.28'
L5	S 14° 02' 09" E	501.20'
L6	S 75° 22' 44" W	4457.46'
L7	S 65° 31' 44" W	316.63'
L8	S 75° 26' 33" W	2425.75'
L9	N 14° 33' 27" W	35.00'

NOTE:
Please be advised, that while reasonable efforts are made to locate and verify pipelines and anomalies using our standard pipeline locating equipment, it is impossible to be 100 % effective. As such, we advise using caution when performing work as there is a possibility that pipelines and other hazards, such as fiber optic cables, PVC pipelines, etc. may exist undetected on site.

NOTE:
Many states maintain information centers that establish links between those who dig (excavators) and those who own and operate underground facilities (operators). It is advisable and in most states, law, for the contractor to contact the center for assistance in locating and marking underground utilities. For guidance, a few states with such programs are listed below: Texas One Call - www.texas811.org.

DISCLAIMER: At this time, C. H. Fenstermaker & Associates, L.L.C. has not performed nor was asked to perform any type of engineering, hydrological modeling, flood plain, or "No Rise" certification analyses, including but not limited to determining whether the project will impact flood hazards in connection with federal/FEMA, state, and/or local laws, ordinances and regulations. Accordingly, Fenstermaker makes no warranty or representation of any kind as to the foregoing ssues, and persons or entities using this information shall do so at their own risk.

FOR THE EXCLUSIVE USE OF
DIAMONDBACK E&P, LLC
I, Rex R. Jones, Registered Professional Land Surveyor, do hereby state the above plat to be true and correct to the best of my knowledge.

STATE OF TEXAS
REGISTERED
10/15/2025
REX R. JONES
6024
PROFESSIONAL
LAND SURVEYOR

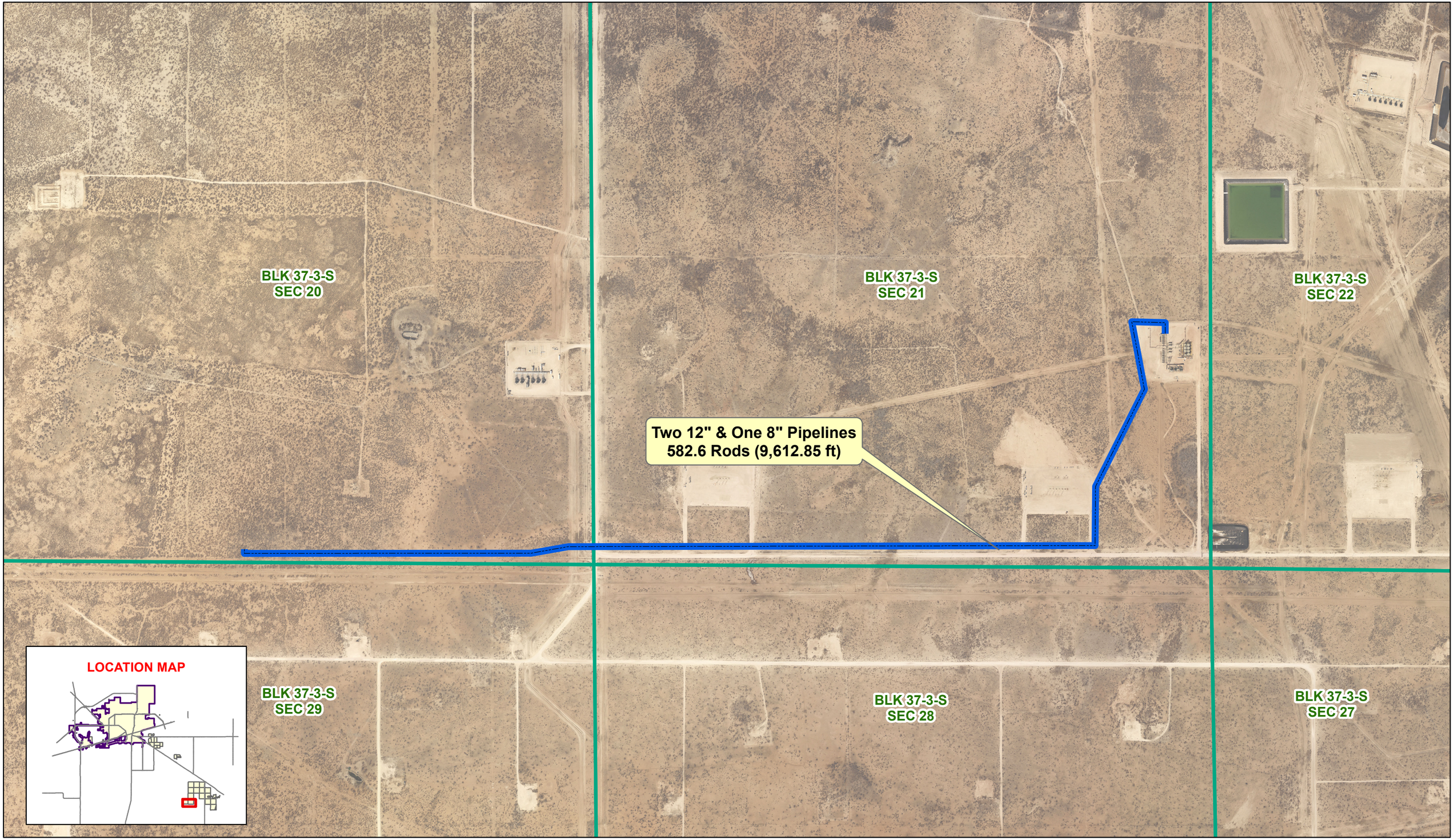
Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq.
Lafayette, LA 70508
Ph. 337-237-2200
Fax. 337-232-3299
TX Firm 10028500

REVISIONS	
08/26/2025 JLP	Added Existing Pipeline
10/14/2025 DT	Updated Pipeline Description
DRAWN BY: JLP	PROJ. MGR.: JLP
DATE: 08/20/2025	
JOB #: 2236979.05C	SHEET 1 OF 1

SURFACE USE PLAT
DIAMONDBACK E&P, LLC
PROPOSED
PEGGY 20-8 FLOWLINE ROW
THREE PIPELINES - TWO 12" & ONE 8"
SITUATED IN
T & P RR CO. SURVEY, A-932, SEC. 20, BLK 37, T3S
T & P RR CO. SURVEY, A-136, SEC. 21, BLK 37, T3S
MIDLAND COUNTY, TEXAS

Exhibit A



Date: 10/21/2025

- Electrical Line
- Flowline
- Survey Section

Diamondback in Spraberry
Proposed Flowlines ROW

N
W
E
S

0 500 1,000 Feet

©THE CITY OF MIDLAND - 2025
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.

DIAMENE-01 AWARDEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/8/2025

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:	
Dillingham Insurance P.O. Box 1669 Enid, OK 73702	PHONE (A/C, No, Ext): (580) 233-2000	FAX (A/C, No): (580) 242-6703
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Zurich American Insurance Company	16535
INSURER C : Vigilant Insurance Company	20397
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Diamondback Energy, Inc.
500 West Texas Ave., Ste. 100
Midland, TX 79701

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	3608 40 48	7/1/2025	7/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	BAP 9327592	7/1/2025	7/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE	X	X	5671 92 55	7/1/2025	7/1/2026	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 1,000,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A	X	WC 9327590	7/1/2025	7/1/2026	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
C	Poll Sudden & Accidn	X	X	3608 40 49	7/1/2025	7/1/2026		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Midland, its agents, employees and officers are included as an additional insured on all policies except Workers' Compensation when required by written contract. Waiver of Subrogation applies also when required by written contract.

CERTIFICATE HOLDER

City of Midland, Texas
Attn: City Attorney's Office
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



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

REORDER 905 U.S. PATENT NO. 5538290, 5575508, 5641183, 5785353, 5984364, 6030000

DIAMONDBACK Energy

DATE ISSUED: November 04, 2025
CHECK NUMBER: 200001406
AMOUNT PAID: $740,902.00
INQUIRIES: OwnerRelations@DiamondbackEnergy.com

DATE	LEASE ID	LEASE NAME	PAYMENT TYPE	NET AMOUNT
11/04/2025 SUR/Surface Payment	114274000 1	THE CITY OF	RIGHT OF WAY & DAMAGES	740,902.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THIS CHECK IS VOID WITHOUT A GREEN & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

4300300/49000

Diamondback E&P LLC
900 NW 63RD ST
SUITE 200
OKLAHOMA CITY, OK 73116
833-455-0091

Goldman Sachs Bank USA
200 West Street
New York,NY 10282
1-1507/260

200001406

November 04, 2025
VOID AFTER 90 DAYS

Pay SEVEN HUNDRED FORTY THOUSAND NINE HUNDRED TWO Dollars $ ****740,902.00

TO THE ORDER OF
THE CITY OF MIDLAND
PO BOX 1152
MIDLAND TX 79702

DIAMONDBACK ENERGY, INC.

⑈200001406⑈ ⑆026015079⑆ 27000007 13 15⑈

City Council Meeting

Item Number: 31.
Meeting Date: December 16, 2025
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT OF WAY LICENSE (25-329-032) WITH OXYROCK OPERATING, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 4, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS

Purpose:
OxyRock Operating LLC is requesting a 30’ wide right of way to place a private 25 Kv overhead power line on City of Midland owned real property known as the Spraberry Farm. This power line is an extension to an existing powerline within a larger mineral production facility on the section line and partly built on City property. This extension will provide an additional power source for the production facilities on City and neighboring property. This Right of Way will ensure entire 1,420.96’ of the powerline is covered.

Applicants will need a 20’ wide temporary workspace in places for construction.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City’s standard license for facilities of this nature.

Recommended Action:
APPROVE

Fiscal Impact:
The following fees have been collected:

Application fee paid (one time): $1,000

10-year lease rate,

25KV Overhead Power Line (86.12 rods * $74.00 per rod) $6,372.88

Total Collected: $7,372.88

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This private use, 25 Kv overhead powerline, is away from any COM operations on Sprayberry Farm land and will ensure the right of way for the powerline.

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

Attachments:
A. OxyRock Operating LLC executed ROW License 25-329-032 OxyRock Executed
B. Exhibit A
C. Council Map Oxyrock_Sec4Blk37T3S_102725
D. City of Midland-COI

John Simmons, Utilities	Created/Initiated - 12/3/2025
Carl Craigo, Utilities	Approved - 12/3/2025
Christy Weakland, City Secretary	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/8/2025
Jose Ortiz, City Manager	Approved - 12/9/2025
Morris Williams, City Manager	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	December 17, 2025
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**OxyRock Operating, LLC**
Licensee's Representative:	**Matt Krolczyk**
Licensee's Mailing Address:	5 Greenway Plaza, Ste. 110 Houston, Texas 77046
Property:	As described in Article III below
License Number:	**25-329-032**

Licensee desires use of certain Property (as defined below) in Midland County, Texas for purposes set forth below. Licensor hereby authorizes Licensee to act as described in this license (this "License") limited to any and all rights Licensor may have to the Property and subject to any and all validly existing encumbrances, conditions, and restrictions relating to the Property.

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. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of SIX THOUSAND THREE HUNDRED SEVENTY-TWO and 88/100 Dollars ($6,372.88) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being fifty (50) feet in width of the locations with operations limited to areas 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 25 KV overhead power line and to have the right of ingress and egress at convenient points for such purpose, said construction width shall revert to thirty (30) feet after the lines are completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the power line 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 power line described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Purposefully 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, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S POWER LINE OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor

requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any portion of the power line or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this

provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any of the power line or property of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

- Personal Injury: $1,000,000.00 per person
  $1,000,000.00 per occurrence
- Property Damage: $100,000.00 per occurrence

Business Automobile Liability: $1,000,000.00 combined single limit--
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: $1,000,000.00 per accident or occurrence

Umbrella Liability: $10,000,000.00 each occurrence
$10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate.

Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE POWER LINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S POWER LINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE

"INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability.

Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License

shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the

Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

LICENSEE:
OXYROCK OPERATING LLC

By: _____
Printed Name: Matt Krolczyk
Title: Attorney-in-Fact

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 30th day of October, 2025 personally appeared Matt Krolczyk an officer of OxyRock Operating 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 30th day of October, 2025.

_____
Notary Public, State of Texas

NUBIA SMITH
Notary Public, State of Texas
Comm. Expires 02-08-2029
Notary ID 130998946

Block 37, T-2-S,
Midland County, Texas

41 | 40 | 39

44 W.T. Holcombe | 45 L. LEECH | 46 L. LEECH

N 75°38'00" E 5370.91'

828.11 Ft. = 50.19 Rods
Surface Owner:
Texas Ten Limited
Document No.2013-11901
Document No.2013-11902

12+23.37 - P.I./Beginning of Proposed Portion
GRID N: (Y)820696.572
GRID E: (X)1525900.209
Lat: 31.914347
Long: - 101.861597

14+20.96 - E.O.L.
GRID N: (Y)820758.443
GRID E: (X)1526071.380
Lat: 31.914524
Long: - 101.861049

S 14°22'23" E 5295.11'

N 14°33'36" W 5301.56'

CENTERLINE DESCRIPTION
Of A Power Line Right-of-Way
In and Through
Section 4, Block 37, T-3-S
T. & P. RR. Co. Survey
Midland County, Texas

Beginning at power line station 0+00.00 for the beginning of this portion of this existing power line right-of-way from which a 1/2" iron rod with yellow cap for the Southeast corner of Section 4, Block 37 bears S 32°36'04" E, 5574.39 feet.

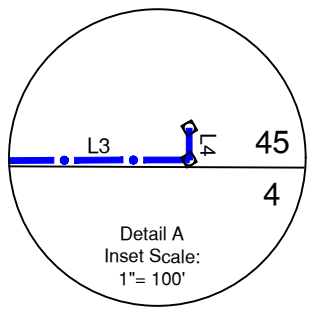
Thence S 76°18'45" E, a distance of 5.10 feet to power line station 0+05.10 being a P.I.;

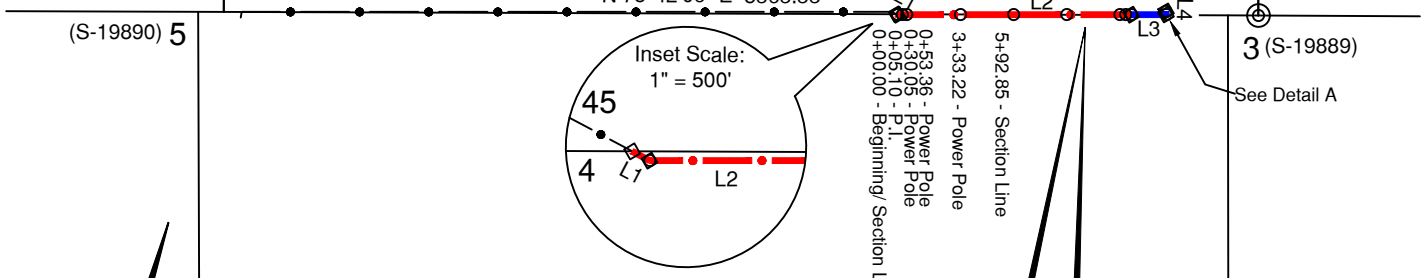
Thence N 75°28'07" E, a distance of 1218.27 feet to power line station 12+23.37 being a P.I. and the end of the existing portion of power line and the beginning of the proposed portion power line;

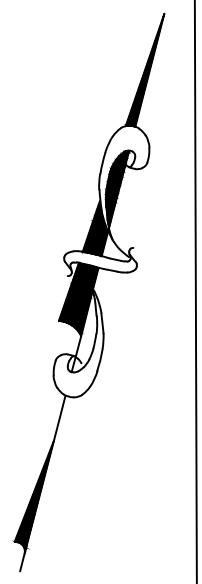
Thence N 75°19'42" E, a distance of 181.09 feet to power line station 14+04.46 being a P.I.;

Thence N 14°03'46" W, a distance of 16.50 feet to power line station 14+20.96 being a the E.O.L. (End of Line) of this portion of proposed pipeline right-of-way from which a calculated corner for the Southeast corner of Section 45, Block 37 bears N 78°06'58" E, 480.58 feet from which 1/2" iron rod with yellow cap for the Southeast corner of Section 4, Block 37 bears S 12°51'12" E, 5294.06 feet.

Calc. Cor. from which a Fnd. 1/2" IR w/ Yellow cap for the SEc of Sec. 4 Blk. 37 bears S 12°51'12" E, 5294.06'.

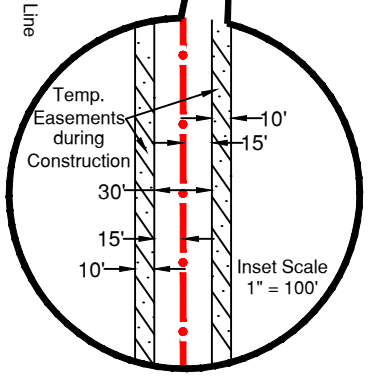






N 14°42'07" W 5287.17'

0+00.00 - Beginning/ Section Line
GRID N: (Y)820392.100
GRID E: (X)1524715.959
Lat: 31.913466
Long: - 101.865400



S 14°34'07" E 5292.44'

LINE	BEARING	DISTANCE
L1	S 76°18'45" E	5.10'
L2	N 75°28'07" E	1218.27'
L3	N 75°19'42" E	181.09'
L4	N 14°03'46" W	16.50'

LEGEND
- Existing Power Line
- Proposed Power Line
- P.I. & Power Pole
- Power Pole

592.85 Ft. = 35.93 Rods
Surface Owner:
City of Midland
Vol.760, Pg.466

Block 37, T-3-S, T. & P. RR. Co. Survey
Midland County, Texas

4 (72441) | S 75°45'32" W 5351.07' | Found 1/2" Iron Rod w/Yellow Cap

(72438) 8 | 9 (S-19892) | 10 (72045)

GRAPHIC SCALE
1000 0 500 1000 2000
1" = 1000' *U.S. FEET*

Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Note: Coordinates shown herein are on The Texas Coordinate System of 1983, Central Zone. Latitudes and Longitudes shown are on NAD'83 Datum.
Note: Example: (S-99999) indicates General Land Office file number.

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

STATE OF TEXAS
REGISTERED
STEPHEN P. MARLOWE
5715
PROFESSIONAL
LAND SURVEYOR

Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

Revised: 10/15/2025-KRM

Power Line Survey Plat

OXYROCK OPERATING, LLC.
Triple Hop Electric Line
Existing/Proposed Power Line Survey
In and Through
Section 4, Block 37, T-3-S
T. & P. RR. Co. Survey &
Section 45, Block 37, T-2-S, L. Leech Survey
Midland County, Texas

Scale: 1" = 1000'

October 1, 2025
251001B2-KRM

P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00

TSP 37-2-S
L LEECH-45
A-1037

TSP 37-2-S
L LEECH-46
A-1038

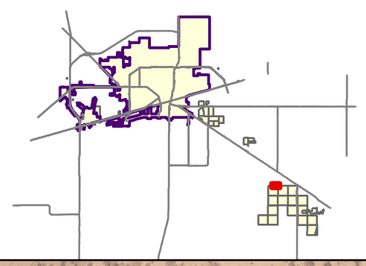
Existing Power Line
74.14 Rods (1,223.37 ft)

Proposed Power Line
11.98 Rods (197.59 ft)

BLK 37-3-S
SEC 4

BLK 37-3-S
SEC 3

LOCATION MAP



Date: 10/27/2025

Proposed Power Line
Existing Power Line
Survey Section

OXYROCK OPERATING, LLC
Existing/Proposed Power Line ROW in Spraberry

N
W E
S

0 150 300 Feet

©THE CITY OF MIDLAND - 2025
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 THE DATA.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/30/2024

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
Aon Risk Services Southwest, Inc.
Houston TX Office
1300 Post Oak Blvd., Suite 1400
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (832) 476-6000 **FAX (A/C. No.):** (800) 953-4542
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	AIU Insurance Company	19399
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
OxyRock Operating, LLC
5 Greenway Plaza
Suite 110
Houston TX 77046 USA

COVERAGES **CERTIFICATE NUMBER:** 570109195874 **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.

Limits shown are as requested

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** X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:			7032431	11/01/2024	11/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$10,000,000 $100,000 $50,000 $10,000,000 $10,000,000 $10,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			726-99-55	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$10,000,000
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N	N / A	016440138	11/01/2024	11/01/2025	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$5,000,000 $5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Should General Liability policy be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of policy.

CERTIFICATE HOLDER

City of Midland
PO Box 1152
Midland TX 79702 USA

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

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570109195874

©1988-2015 ACORD CORPORATION. All rights reserved.

City Council Meeting

Item Number: 32.
Meeting Date: December 16, 2025
To: City Council
From: Elizabeth Triggs, Planning & Development Officer
Subject: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS APPROVING A PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE (FIRST READING HELD JUNE 24, 2025)

Purpose:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, TO CONSIDER AND APPROVE AN ORDINANCE ADOPTING THE FINAL PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER TWO (TIRZ NO. 2), CITY OF MIDLAND, TEXAS

Recommended Action:
Approve

Fiscal Impact:
All incremental tax value above the base year value will be deposited into the TIRZ Fund to support eligible redevelopment projects within the zone.

Strategic Priority:
STRONG ECONOMY WITH MORE QUALITY JOBS

Discussion:
The City Council previously established TIRZ No. 2 by Ordinance No. 10448 on November 14, 2023, under the authority of Chapter 311 of the Texas Tax Code. The purpose of this zone is to encourage public-private partnerships to stimulate redevelopment and infrastructure improvements in targeted areas of the city.

As required by Section 311.011 of the Texas Tax Code, a Final Project and Financing Plan has been prepared and was reviewed and recommended for approval by the TIRZ No. 2 Board of Directors on May 28, 2025. The ordinance presented for Council's consideration includes the Plan as Exhibit "A" and confirms that the Plan is feasible and aligns with the City's comprehensive planning objectives.

A public hearing is not required for the adoption of the Final Project and Financing Plan, per the applicable statute.

The ordinance also authorizes the Tax Increment Reinvestment Zone Number Two Board of Directors to implement economic development programs under the City's authority provided in Chapter 380 of the Texas Local Government Code. These programs may include public improvements, infrastructure, and grant-making efforts to promote economic activity within the zone.

Approval of this ordinance will formally adopt the Plan and allow for implementation to begin.

Attachments:

A. ORDINANCE - 2025.12.03 - Ordinance Approving Plan for TIRZ No. 2
B. Midland Downtown TIRZ FINAL PFP June 2025
C. TIRZ 2 Final Project and Financing Plan Approval Presentation

Diana Geerts, Development Services	Created/Initiated - 10/30/2025
Landon Ochoa, City Secretary	Approved - 12/4/2025
Kathy Rauda, City Secretary	Final Approval - 12/4/2025

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE

WHEREAS, the City of Midland, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous geographic area that is in the corporate limits of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain contiguous geographic area in the City through the creation of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, on November 14, 2023 the City Council of the City of Midland, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 10448 designating a contiguous geographic area within the City as Reinvestment Zone Number Two, City of Midland, Texas (the "Zone"); and

WHEREAS, in accordance with Section 311.011(a) of the Act, on May 28, 2025, the Board of Directors of the Zone (the "Board") adopted the final Project and Financing Plan (the "Plan"), which is attached hereto and incorporated herein for all purposes, and submitted the Plan to the City for the City Council's final approval; and

WHEREAS, the City Council finds it to be in the public interest to approve the Plan in accordance with Section 311.011(b) of the Act;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, THAT:

SECTION ONE. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION TWO. FINDINGS.

That the City Council hereby makes the following findings of fact:

(a) That the Plan includes all information required by Section 311.011(b) and (c) of the Act; and

(b) That the Plan is feasible and conforms to the City's master plan.

SECTION THREE. APPROVAL OF PLAN.

That based on the findings set forth in Section Two of this Ordinance, the Plan is hereby approved.

SECTION FOUR. BOARD OF DIRECTORS.

That pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the Tax Increment Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended. The Board's establishment and administration of a program authorized by this paragraph, including but not limited to an agreement, amendment of an agreement, or renewal of an agreement authorized by Chapter 380, Local Government Code, in conjunction with the Act, shall be of no force or effect unless it is approved by the City Council.

Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issue bonds, (ii) impose taxes or fees, (iii) exercise the power of eminent domain, or (iv) give final approval to amendments of the Plan.

SECTION FIVE. SEVERABILITY CLAUSE.

That should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION NINE. OPEN MEETINGS.

That it is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION TEN. EFFECTIVE DATE.

That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

Final Project and Financing Plan

Tax Increment Reinvestment Zone #2
City of Midland, Texas

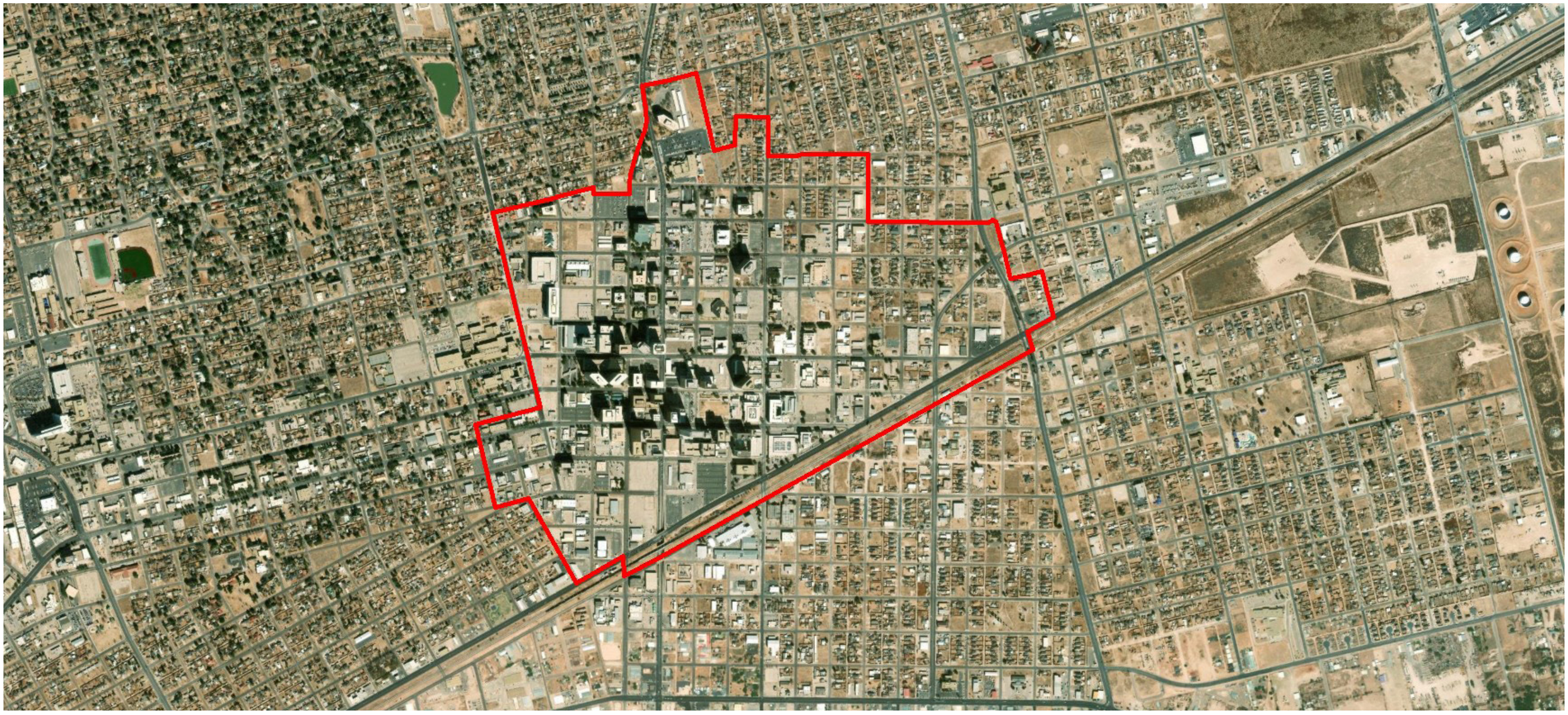


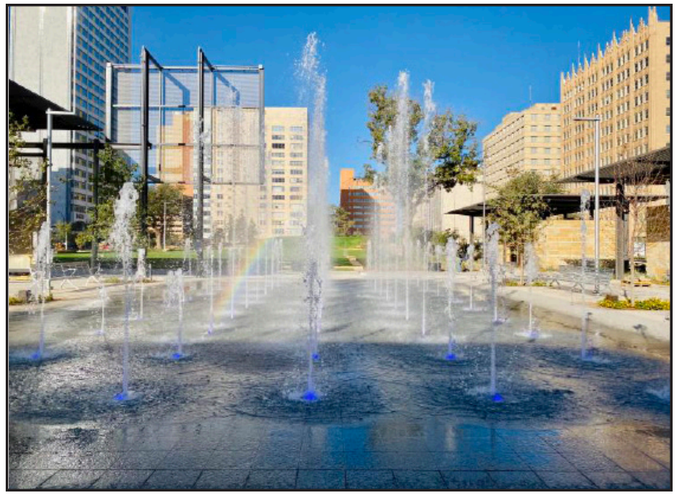
Table of Contents

- Introduction 1
- TIRZ Boundary 2
- Current Conditions & Ownership 3
- Proposed Development 4
- Project Costs 5
- Financial Feasibility Analysis 7
- Terms and Conditions 14
- Appendix A 15

DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.









Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool inlcudes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

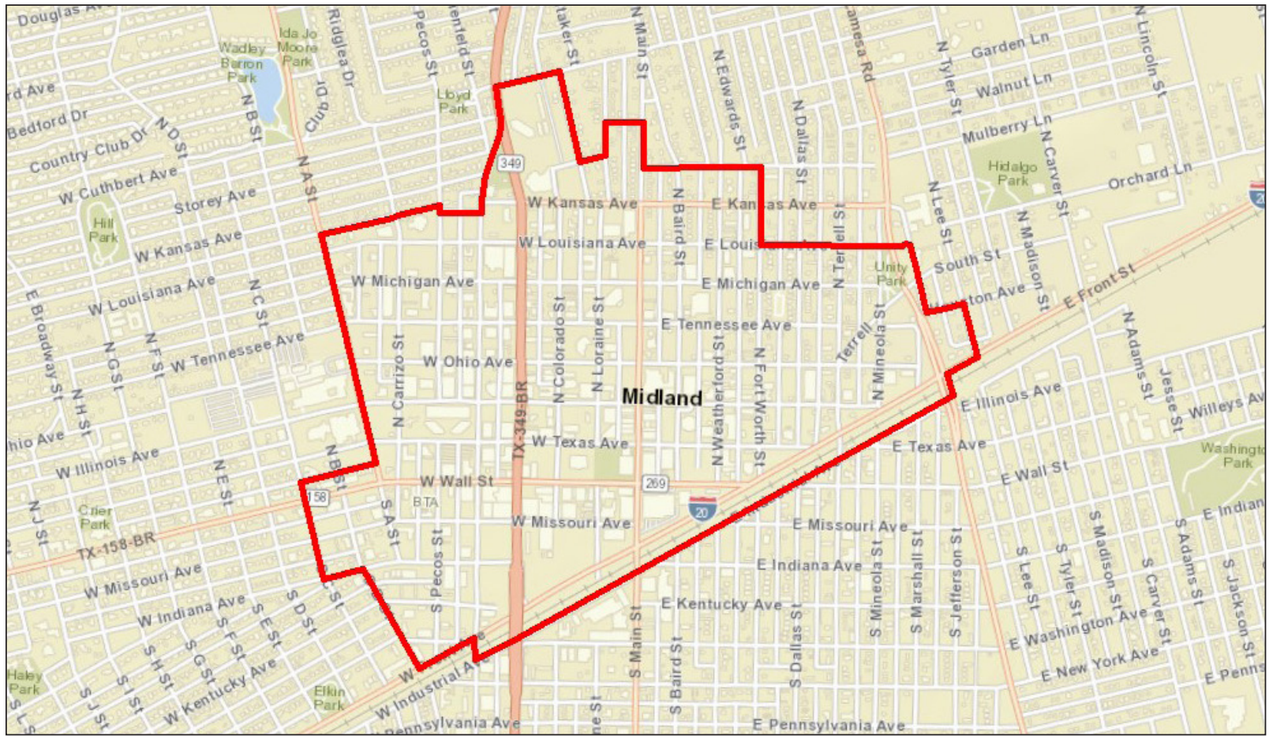
Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

Tax Increment Reinvestment Zone #2, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 14, 2023, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, approved an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Two, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #2 (TIRZ #2) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This project and financing plan outlines the funding of $124,100,332 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

Boundary Description

TIRZ #2 consists of approximately 449 acres located within the city limits of the City of Midland. The legal description for the zone is described in detail below.

Legal Description TIRZ #2

Beginning at a point being the SW corner of “C” St. and Indiana Ave. proceeding north along the western right of way line of “C” St. to the NW corner of “C” St. and the EW alley in Block 13, West End Addition, then

East along the northern boundary of said alley, across “B” St. to the EW alley in Block 14, West End Addition, then

East along the northern boundary of said alley, to the western right-of way line of “A” St., then

North along the western right of way line of “A” St. to the NW corner of “A” St. and the EW alley in Block 1, Country Club Addition, then

East along the northern boundary of said alley, across Carrizo St., to the EW alley in Block 1, Elmwood Addition, then

East along the northern boundary of said alley to the NW corner of said alley and Pecos St., then

South along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then

East along the northern right of way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then

North along the western right of way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then

East along the northern right of way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St, then

South along the eastern right of way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then

East along the northern right of way line of Walcott St. to the western right-of-way line of Loraine St, then

North along the western right of way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then

East along the northern right of way line of Walcott St. to the NE corner of Walcott St. and Main St., then

South along the eastern right of way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then

East along the northern boundary of said alley to the northern right of way line of Mississippi Ave., then

East along said line to the NE corner of Mississippi Ave. and Fort Worth St., then

South along the eastern right of way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then

East along the northern right of way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then

South along the eastern boundary of said alley to the southern right of way line of South St., then

West along said line to the SE corner of South St. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then

East along the northern right of way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then

South along the eastern right of way line of Lee St. to the SE corner of Lee St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then

West along the southern right of way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SW corner of Front Ave. and “B” St., then

North along the western right of way line of “B” St. to the SW corner of “B” St. and Indiana Ave., then

West along the southern right of way line of Indiana Ave. to the SW corner of Indiana Ave. and “C” St., being the point of beginning.

Current Conditions

Land Use

The land within the zone is primarily developed with commercial uses that are well positioned for redevelopment. There are also various surface parking lots that are well positioned to be utilized for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 728 parcels within Tax Increment Reinvestment Zone #2, some of which are owned by the City of Midland. The 2023 estimated taxable base value of the property within the TIRZ is $534,738,217, for the City of Midland, as provided by the Midland Central Appraisal District. For further details of parcels included within the TIRZ see **Appendix A**.

Zoning

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Anticipated Development

The land within the zone is well positioned for future development and redevelopment, with opportunities to adapt existing buildings into new uses, including the conversion of office to multifamily. Adaptive reuse includes the repurposing of any vacant or underused building for a new and better use. The ongoing adoption of a remote or hybrid work model is adding office space to the existing inventory of office buildings with high vacancy rates. At the same time, the cost of single-family homes is increasing, creating demand for rental housing. RealPage, a leading global provider of software and data analytics to the real estate industry, reported in May of 2023 that, "The Midland/Odessa apartment market claimed the nation's most impressive revenue growth during the past year. Revenues were up 17.9% in the year-ending April in this market with less than 28,000 apartment units, according to data from RealPage Market Analytics. Most of that increase was on the rent growth side of the equation, as effective asking prices were up 17.2% year-over-year as of April. Meanwhile, occupancy climbed 70 basis points. Both of those annual increases were also nation-leading data points. Inspiring revenue growth, Midland/Odessa ranked in the top 10 nationally for annual apartment demand, absorbing over 1,350 units in the year-ending 1st quarter." Based on market trends of adaptive reuse in Downtown areas throughout the country, high demand for multifamily, and decreasing demand for office, DPED projects additional multifamily units will be added within the TIRZ during the term of the TIRZ, both through adaptive reuse and new construction. Retail demand to support the increase in population downtown is anticipated to increase, leading to the occupancy of existing vacant retail spaces, adaptive reuse of existing underutilized office space, and limited new construction.

According to the Plasencia Group, a national hospitality sales, investment consulting and advisory firm with offices across the country, the Permian Basin oil patch in West Texas, headlined by the cities of Midland and Odessa, is now thriving in terms of RevPAR performance. It reports that Midland-Odessa is the top performing market in terms of RevPAR growth as of June 2023. Based on these positive market trends, and known development plans shared by CIty leadership, DPED projects that hotel projects will be developed during the term of the TIRZ.

The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #2				
Hotel	2025	80	$ 125,000	$ 10,000,000
Hotel	2026	135	$ 125,000	$ 16,875,000
Multifamily	2027	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2027	50	$ 90,000	$ 4,500,000
Retail	2028	2,500	$ 500	$ 1,250,000
Multifamily	2029	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2029	50	$ 90,000	$ 4,500,000
Retail	2030	2,500	$ 500	$ 1,250,000
Total				

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #2		
Public Utilities	**$ 17,374,046**	**14.0%**
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements		
Parking and Transit Improvements	**$ 31,025,083**	**25.0%**
Street and Intersection Improvements	**$ 12,410,033**	**10.0%**
Pedestrian Enhancements	**$ 18,615,050**	**15.0%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$ 12,410,033**	**10.0%**
Economic Development Grants	**$ 31,025,083**	**25.0%**
Administrative Costs	**$ 1,241,003**	**1.0%**
Total	$ 124,100,332	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $124,100,332 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) “Project costs” means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. “Project costs” include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the downtown TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: The downtown TIF district has an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Public open space is an important amenity in a Downtown area. Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalystic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 100% of the real property increment within the Zone.

Subject to separate interlocal agreement, Midland County may contribute 100% of the real property increment within the Zone, not to exceed $24,283,821 over the term of the Zone.

Subject to separate interlocal agreement, Midland Hospital may contribute 100% of the real property increment within the Zone, not to exceed $14,747,782 over the term of the Zone.

Subject to separate interlocal agreement, Midland College may contribute 100% of the real property increment within the Zone, not to exceed $15,613,044 over the term of the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #2	Real Property Tax - 2024 Rates		Participation	
	City of Midland	0.35066200	100%	0.3506620
	Midland County	0.13157900	100%	0.1315790
	Midland Hospital	0.07630500	100%	0.0763050
	Midland College	0.08298000	100%	0.0829800
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		**0.6415260**

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		**0.0000000**

	Sales Tax		Participation	
	City of Midland	0.01250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000
		0.01750000		**0.00000000**

Financial Feasibility Analysis - Development Input

► ***INPUT***

INFLATION RATE	4%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	100%	0.3506620
Midland County	0.13157900	100%	0.1315790
Midland Hospital	0.07630500	100%	0.0763050
Midland College	0.08298000	100%	0.0829800
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.6415260

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.0000000

City of Midland	0.0125000	0.00%	0.0000000
Midland County	0.0050000	0.00%	0.0000000

	Year	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY $ / SF	PERSONAL PROPERTY TAX VALUE	SALES $ / SF	SALES TAX VALUE
Hotel	2025	80	$ 125,000.00	$ 10,000,000	$ -	$ -	$ -	$ -
Hotel	2026	135	$ 125,000.00	$ 16,875,000	$ -	$ -	$ -	$ -
Multifamily	2027	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2027	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2028	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
Multifamily	2029	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2029	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2030	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
TOTAL		5,665		90,875,000		-		2,500,000

► ***OUTPUT***

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Midland	*23.1%*	$ 17,870,916	=	$ 17,870,916	+	$ -	+	$ -
Midland County	*8.7%*	$ 6,705,709	=	$ 6,705,709	+	$ -	+	$ -
Midland Hospital	*5.0%*	$ 3,888,760	=	$ 3,888,760	+	$ -	+	$ -
Midland College	*5.5%*	$ 4,228,940	=	$ 4,228,940	+	$ -	+	$ -
Midland ISD	*57.8%*	$ 44,694,872	=	$ 44,694,872	+	$ -	+	$ -
	100.0%	77,389,197		$ 77,389,197		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Midland	*54.7%*	$ 17,870,916	=	$ 17,870,916	+	$ -	+	$ -
Midland County	*20.5%*	$ 6,705,709	=	$ 6,705,709	+	$ -	+	$ -
Midland Hospital	*11.9%*	$ 3,888,760	=	$ 3,888,760	+	$ -	+	$ -
Midland College	*12.9%*	$ 4,228,940	=	$ 4,228,940	+	$ -	+	$ -
Midland ISD	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 32,694,324		$ 32,694,324		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Midland	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland County	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland Hospital	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland College	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland ISD	*100.0%*	$ 44,694,872	=	$ 44,694,872	+	$ -	+	$ -
	100.0%	$ 44,694,872		$ 44,694,872		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

Financial Feasibility Analysis - Development Worksheet

Tax Revenue Projections

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
TOTAL TAX REVENUE																																	
REAL PROPERTY		**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	
Hotel	Taxable Value Per Unit	125,000	130,313	135,851	141,624	147,643	153,918	160,460	167,279	174,389	181,800	189,527	197,582	205,979	214,733	223,859	233,373	243,292	253,631	264,411	275,648	287,363	299,576	312,308	325,581	339,419	353,844	368,882	384,560	400,903	417,942	435,704	
	Cumulative Units	-	-	-	80	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	
	Hotel Taxable Value	-	-	-	**11,329,955**	**31,743,348**	**33,092,440**	**34,498,869**	**35,965,071**	**37,493,586**	**39,087,064**	**40,748,264**	**42,480,065**	**44,285,468**	**46,167,600**	**48,129,723**	**50,175,236**	**52,307,684**	**54,530,761**	**56,848,318**	**59,264,371**	**61,783,107**	**64,408,889**	**67,146,267**	**69,999,983**	**72,974,983**	**76,076,419**	**79,309,667**	**82,680,328**	**86,194,242**	**89,857,497**	**93,676,441**	
Multifamily	Taxable Value Per Unit	150000	156,375	163,021	169,949	177,172	184,702	192,552	200,735	209,267	218,160	227,432	237,098	247,175	257,680	268,631	280,048	291,950	304,358	317,293	330,778	344,836	359,491	374,770	390,698	407,302	424,613	442,659	461,472	481,084	501,530	522,845	
	Cumulative Units	-	-	-	-	-	175	175	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	
	Multifamily Taxable Value	-	-	-	-	-	**32,322,848**	**33,696,570**	**70,257,347**	**73,243,285**	**76,356,124**	**79,601,260**	**82,984,313**	**86,511,146**	**90,187,870**	**94,020,855**	**98,016,741**	**102,182,452**	**106,525,207**	**111,052,528**	**115,772,260**	**120,692,581**	**125,822,016**	**131,169,452**	**136,744,154**	**142,555,780**	**148,614,401**	**154,930,513**	**161,515,060**	**168,379,450**	**175,535,576**	**182,995,838**	
Multifamily - Adaptive Reuse	Taxable Value Per Unit	90,000	93,825	97,813	101,970	106,303	110,821	115,531	120,441	125,560	130,896	136,459	142,259	148,305	154,608	161,179	168,029	175,170	182,615	190,376	198,467	206,902	215,695	224,862	234,419	244,381	254,768	265,595	276,883	288,650	300,918	313,707	
	Cumulative Units	-	-	-	-	-	50	50	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
	Multifamily Taxable Value	-	-	-	-	-	**5,541,060**	**5,776,555**	**12,044,117**	**12,555,992**	**13,089,621**	**13,645,930**	**14,225,882**	**14,830,482**	**15,460,778**	**16,117,861**	**16,802,870**	**17,516,992**	**18,261,464**	**19,037,576**	**19,846,673**	**20,690,157**	**21,569,488**	**22,486,192**	**23,441,855**	**24,438,134**	**25,476,754**	**26,559,516**	**27,688,296**	**28,865,048**	**30,091,813**	**31,370,715**	
Retail	Taxable Value Per SF	500	521	543	566	591	616	642	669	698	727	758	790	824	859	895	933	973	1,015	1,058	1,103	1,149	1,198	1,249	1,302	1,358	1,415	1,476	1,538	1,604	1,672	1,743	
	Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	
	Multifamily Taxable Value	-	-	-	-	-	-	**1,604,599**	**1,672,794**	**3,487,775**	**3,636,006**	**3,790,536**	**3,951,634**	**4,119,578**	**4,294,660**	**4,477,184**	**4,667,464**	**4,865,831**	**5,072,629**	**5,288,216**	**5,512,965**	**5,747,266**	**5,991,525**	**6,246,164**	**6,511,626**	**6,788,370**	**7,076,876**	**7,377,643**	**7,691,193**	**8,018,069**	**8,358,837**	**8,714,088**	
	Taxable Value	**-**	**-**	**-**	**11,329,955**	**31,743,348**	**70,956,348**	**75,576,592**	**119,939,329**	**126,780,638**	**132,168,815**	**137,785,990**	**143,641,894**	**149,746,675**	**156,110,909**	**162,745,622**	**169,662,311**	**176,872,959**	**184,390,060**	**192,226,638**	**200,396,270**	**208,913,111**	**217,791,918**	**227,048,075**	**236,697,618**	**246,757,267**	**257,244,451**	**268,177,340**	**279,574,877**	**291,456,809**	**303,843,724**	**316,757,082**	
	PV																																GROSS
City of Midland	**6,148,512**	-	-	-	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	**17,870,916**
Midland County	**2,307,108**	-	-	-	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	**6,705,709**
Midland Hospital	**1,337,933**	-	-	-	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	**3,888,760**
Midland College	**1,454,972**	-	-	-	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	**4,228,940**
Midland ISD	**15,377,329**	-	-	-	99,364	278,389	622,287	662,807	1,051,868	1,111,866	1,159,121	1,208,383	1,259,739	1,313,278	1,369,093	1,427,279	1,487,938	1,551,176	1,617,101	1,685,828	1,757,475	1,832,168	1,910,035	1,991,212	2,075,838	2,164,061	2,256,034	2,351,915	2,451,872	2,556,076	2,664,709	2,777,960	**44,694,872**
Total	***26,625,854***	**-**	**-**	**-**	***172,048***	***482,031***	***1,077,491***	***1,147,650***	***1,821,310***	***1,925,197***	***2,007,018***	***2,092,316***	***2,181,240***	***2,273,942***	***2,370,585***	***2,471,335***	***2,576,366***	***2,685,862***	***2,800,011***	***2,919,011***	***3,043,069***	***3,172,400***	***3,307,227***	***3,447,784***	***3,594,315***	***3,747,073***	***3,906,324***	***4,072,343***	***4,245,417***	***4,425,847***	***4,613,946***	***4,810,039***	***77,389,197***

PERSONAL PROPERTY		**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	
	Taxable Value Per SF																																
	Cumulative SF																																
	Taxable Value	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	
	PV																																GROSS
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

SALES TAX		**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	
	Sales Per SF	500	521	543	566	591	616	642	669	698	727	758	790	824	859	895	933	973	1,015	1,058	1,103	1,149	1,198	1,249	1,302	1,358	1,415	1,476	1,538	1,604	1,672	1,743	
	Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	
	Taxable Value	**-**	**-**	**-**	**-**	**-**	**-**	***1,604,599***	***1,672,794***	***3,487,775***	***3,636,006***	***3,790,536***	***3,951,634***	***4,119,578***	***4,294,660***	***4,477,184***	***4,667,464***	***4,865,831***	***5,072,629***	***5,288,216***	***5,512,965***	***5,747,266***	***5,991,525***	***6,246,164***	***6,511,626***	***6,788,370***	***7,076,876***	***7,377,643***	***7,691,193***	***8,018,069***	***8,358,837***	***8,714,088***	
																																	GROSS
City of Midland		-	-	-	20,057	20,910	43,597	45,450	47,382	49,395	51,495	53,683	55,965	58,343	60,823	63,408	66,103	68,912	71,841	74,894	78,077	81,395	84,855	88,461	92,221	96,140	100,226	104,485	108,926	**1,687,044**
Midland County		-	-	-	8,023	8,364	17,439	18,180	18,953	19,758	20,598	21,473	22,386	23,337	24,329	25,363	26,441	27,565	28,736	29,958	31,231	32,558	33,942	35,384	36,888	38,456	40,090	41,794	43,570	**674,818**
	PV																																
Total	***777,142***	**-**	**-**	**-**	**-**	**-**	**-**	***28,080***	***29,274***	***61,036***	***63,630***	***66,334***	***69,154***	***72,093***	***75,157***	***78,351***	***81,681***	***85,152***	***88,771***	***92,544***	***96,477***	***100,577***	***104,852***	***109,308***	***113,953***	***118,796***	***123,845***	***129,109***	***134,596***	***140,316***	***146,280***	***152,497***	***2,361,882***

		2023	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	
SUMMARY																																	
	PV																																GROSS
City of Midland	**6,703,613**	-	-	-	39,730	111,312	248,817	285,076	441,492	488,169	508,916	530,545	553,093	576,599	601,105	626,652	653,285	681,049	709,994	740,168	771,626	804,420	838,608	874,248	911,404	950,139	990,519	1,032,617	1,076,503	1,122,254	1,169,950	1,219,673	**19,557,960**
Midland County	**2,529,148**	-	-	-	14,908	41,768	93,364	107,466	166,179	184,256	192,086	200,250	208,761	217,633	226,882	236,525	246,577	257,057	267,982	279,371	291,244	303,622	316,526	329,978	344,002	358,623	373,864	389,753	406,318	423,586	441,589	460,356	**7,380,526**
Midland Hospital	**1,337,933**	-	-	-	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	**3,888,760**
Midland College	**1,454,972**	-	-	-	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	**4,228,940**
Midland ISD	**15,377,329**	-	-	-	99,364	278,389	622,287	662,807	1,051,868	1,111,866	1,159,121	1,208,383	1,259,739	1,313,278	1,369,093	1,427,279	1,487,938	1,551,176	1,617,101	1,685,828	1,757,475	1,832,168	1,910,035	1,991,212	2,075,838	2,164,061	2,256,034	2,351,915	2,451,872	2,556,076	2,664,709	2,777,960	**44,694,872**
Total	***27,402,996***	**-**	**-**	**-**	***172,048***	***482,031***	***1,077,491***	***1,175,731***	***1,850,584***	***1,986,233***	***2,070,648***	***2,158,650***	***2,250,393***	***2,346,035***	***2,445,741***	***2,549,685***	***2,658,047***	***2,771,014***	***2,888,782***	***3,011,555***	***3,139,546***	***3,272,977***	***3,412,079***	***3,557,092***	***3,708,268***	***3,865,870***	***4,030,169***	***4,201,451***	***4,380,013***	***4,566,164***	***4,760,226***	***4,962,535***	***79,751,058***

PARTICIPATION

REAL PROPERTY																																	
	Taxable Value	-	-	-	*11,329,955*	*31,743,348*	*70,956,348*	*75,576,592*	*119,939,329*	*126,780,638*	*132,168,815*	*137,785,990*	*143,641,894*	*149,746,675*	*156,110,909*	*162,745,622*	*169,662,311*	*176,872,959*	*184,390,060*	*192,226,638*	*200,396,270*	*208,913,111*	*217,791,918*	*227,048,075*	*236,697,618*	*246,757,267*	*257,244,451*	*268,177,340*	*279,574,877*	*291,456,809*	*303,843,724*	*316,757,082*	
	PV																																GROSS
City of Midland	**6,148,512**	-	-	-	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	**17,870,916**
Midland County	**2,307,108**	-	-	-	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	**6,705,709**
Midland Hospital	**1,337,933**	-	-	-	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	**3,888,760**
Midland College	**1,454,972**	-	-	-	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	**4,228,940**
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	***11,248,525***	**-**	**-**	**-**	***72,685***	***203,642***	***455,203***	***484,843***	***769,442***	***813,331***	***847,897***	***883,933***	***921,500***	***960,664***	***1,001,492***	***1,044,055***	***1,088,428***	***1,134,686***	***1,182,910***	***1,233,184***	***1,285,594***	***1,340,232***	***1,397,192***	***1,456,572***	***1,518,477***	***1,583,012***	***1,650,290***	***1,720,427***	***1,793,546***	***1,869,771***	***1,949,236***	***2,032,079***	***32,694,324***

PERSONAL PROPERTY																																	
	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	PV																																GROSS
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

SALES TAX	*Taxable Value*							*1,604,599*	*1,672,794*	*3,487,775*	*3,636,006*	*3,790,536*	*3,951,634*	*4,119,578*	*4,294,660*	*4,477,184*	*4,667,464*	*4,865,831*	*5,072,629*	*5,288,216*	*5,512,965*	*5,747,266*	*5,991,525*	*6,246,164*	*6,511,626*	*6,788,370*	*7,076,876*	*7,377,643*	*7,691,193*	*8,018,069*	*8,358,837*	*8,714,088*	
Citv of Midland		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																																
Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

SUMMARY																																	
	PV																																GROSS
City of Midland	**6,148,512**	-	-	-	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	**17,870,916**
Midland County	**2,307,108**	-	-	-	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	**6,705,709**
Midland Hospital	**1,337,933**	-	-	-	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	**3,888,760**
Midland College	**1,454,972**	-	-	-	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	**4,228,940**
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	***11,248,525***	**-**	**-**	**-**	***72,685***	***203,642***	***455,203***	***484,843***	***769,442***	***813,331***	***847,897***	***883,933***	***921,500***	***960,664***	***1,001,492***	***1,044,055***	***1,088,428***	***1,134,686***	***1,182,910***	***1,233,184***	***1,285,594***	***1,340,232***	***1,397,192***	***1,456,572***	***1,518,477***	***1,583,012***	***1,650,290***	***1,720,427***	***1,793,546***	***1,869,771***	***1,949,236***	***2,032,079***	***32,694,324***

TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT

SUMMARY																																	
	PV																																GROSS
City of Midland	**555,101**	-	-	-	-	-	-	20,057	20,910	43,597	45,450	47,382	49,395	51,495	53,683	55,965	58,343	60,823	63,408	66,103	68,912	71,841	74,894	78,077	81,395	84,855	88,461	92,221	96,140	100,226	104,485	108,926	**1,687,044**
Midland County	**222,041**	-	-	-	-	-	-	8,023	8,364	17,439	18,180	18,953	19,758	20,598	21,473	22,386	23,337	24,329	25,363	26,441	27,565	28,736	29,958	31,231	32,558	33,942	35,384	36,888	38,456	40,090	41,794	43,570	**674,818**
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	**15,377,329**	-	-	-	99,364	278,389	622,287	662,807	1,051,868	1,111,866	1,159,121	1,208,383	1,259,739	1,313,278	1,369,093	1,427,279	1,487,938	1,551,176	1,617,101	1,685,828	1,757,475	1,832,168	1,910,035	1,991,212	2,075,838	2,164,061	2,256,034	2,351,915	2,451,872	2,556,076	2,664,709	2,777,960	**44,694,872**
Total	***16,154,471***	**-**	**-**	**-**	***99,364***	***278,389***	***622,287***	***690,887***	***1,081,142***	***1,172,902***	***1,222,751***	***1,274,718***	***1,328,893***	***1,385,371***	***1,444,249***	***1,505,630***	***1,569,619***	***1,636,328***	***1,705,872***	***1,778,371***	***1,853,952***	***1,932,745***	***2,014,887***	***2,100,519***	***2,189,792***	***2,282,858***	***2,379,879***	***2,481,024***	***2,586,468***	***2,696,392***	***2,810,989***	***2,930,456***	***47,056,734***

HOT Generated

Revenue Year		0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037
Hotel Rooms		0	0	0	80	215	215	215	215	215	215	215	215	215	215	215
Occupancy		0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax																
# of Available Rooms		-	-	-	29,200	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475
# of Occupied Rooms		-	-	-	20,440	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933
Average Daily Rate		$ -	$ -	$ -	$ 175.00	$ 182.44	$ 190.19	$ 198.27	$ 206.70	$ 215.49	$ 224.64	$ 234.19	$ 244.14	$ 254.52	$ 265.34	$ 276.61
Annual Taxable Revenue		$ -	$ -	$ -	$ 3,577,000	$ 10,021,748	$ 10,447,672	$ 10,891,698	$ 11,354,596	$ 11,837,166	$ 12,340,245	$ 12,864,706	$ 13,411,456	$ 13,981,443	$ 14,575,654	$ 15,195,119
City Tax Rate	7%	$ -	$ -	$ -	$ 250,390	$ 701,522	$ 731,337	$ 762,419	$ 794,822	$ 828,602	$ 863,817	$ 900,529	$ 938,802	$ 978,701	$ 1,020,296	$ 1,063,658
State Tax Rate	6%	$ -	$ -	$ -	$ 214,620	$ 601,305	$ 626,860	$ 653,502	$ 681,276	$ 710,230	$ 740,415	$ 771,882	$ 804,687	$ 838,887	$ 874,539	$ 911,707
		$ -	$ -	$ -	$ 465,010	$ 1,302,827	$ 1,358,197	$ 1,415,921	$ 1,476,097	$ 1,538,832	$ 1,604,232	$ 1,672,412	$ 1,743,489	$ 1,817,588	$ 1,894,835	$ 1,975,366

15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	
215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	
70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	
54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	
$ 288.37	$ 300.63	$ 313.40	$ 326.72	$ 340.61	$ 355.08	$ 370.18	$ 385.91	$ 402.31	$ 419.41	$ 437.23	$ 455.81	$ 475.19	$ 495.38	$ 516.44	$ 538.38	
$ 15,840,912	$ 16,514,151	$ 17,216,002	$ 17,947,682	$ 18,710,459	$ 19,505,653	$ 20,334,643	$ 21,198,866	$ 22,099,817	$ 23,039,060	$ 24,018,220	$ 25,038,994	$ 26,103,151	$ 27,212,535	$ 28,369,068	$ 29,574,753	
$ 1,108,864	$ 1,155,991	$ 1,205,120	$ 1,256,338	$ 1,309,732	$ 1,365,396	$ 1,423,425	$ 1,483,921	$ 1,546,987	$ 1,612,734	$ 1,681,275	$ 1,752,730	$ 1,827,221	$ 1,904,877	$ 1,985,835	$ 2,070,233	**$34,525,573**
$ 950,455	$ 990,849	$ 1,032,960	$ 1,076,861	$ 1,122,628	$ 1,170,339	$ 1,220,079	$ 1,271,932	$ 1,325,989	$ 1,382,344	$ 1,441,093	$ 1,502,340	$ 1,566,189	$ 1,632,752	$ 1,702,144	$ 1,774,485	**$29,593,348**
$ 2,059,319	$ 2,146,840	$ 2,238,080	$ 2,333,199	$ 2,432,360	$ 2,535,735	$ 2,643,504	$ 2,755,853	$ 2,872,976	$ 2,995,078	$ 3,122,369	$ 3,255,069	$ 3,393,410	$ 3,537,630	$ 3,687,979	$ 3,844,718	$64,118,921

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 4%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX				BUSINESS PERSONAL PROPERTY TAX				SALES TAX		
City of Midland	0.3506620	100%	0.3506620	City of Midland	0.3506620	0%	0.0000000	City of Midland	0.0125000	0%	0.0000000
Midland County	0.1315790	100%	0.1315790	Midland County	0.1315790	0%	0.0000000	Midland County	0.0050000	0%	0.0000000
Midland Hospital	0.0763050	100%	0.0763050	Midland Hospital	0.0763050	0%	0.0000000		*483.0175000*		*0.0175000*
Midland College	0.0829800	100%	0.0829800	Midland College	0.0829800	0%	0.0000000				
Midland ISD	0.2000000	0%	0.0000000 *I&S Only	Midland ISD	0.8770000	0%	0.0000000				
	0.8615260		*0.6415260*		*1.5185260*		*0.0000000*				

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	
Midland County	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	
Midland Hospital	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	
Midland College	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	
Midland ISD	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	
TAXABLE VALUE																																
City of Midland		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	1,023,117,432	1,066,599,923	1,111,930,420	1,159,187,462	1,208,452,930	1,259,812,179	1,313,354,197	1,369,171,750	1,427,361,549	1,488,024,415	1,551,265,453	1,617,194,235	1,685,924,990	1,757,576,802		
Midland County		523,171,351	545,406,133	568,585,894	592,750,795	617,942,703	644,205,268	671,583,992	700,126,312	729,881,680	760,901,651	793,239,972	826,952,670	862,098,159	898,737,331	936,933,667	976,753,348	1,018,265,365	1,061,541,643	1,106,657,163	1,153,690,093	1,202,721,922	1,253,837,603	1,307,125,701	1,362,678,544	1,420,592,382	1,480,967,558	1,543,908,679	1,609,524,798	1,677,929,602	1,749,241,610		
Midland Hospital		525,356,779	547,684,442	570,961,031	595,226,875	620,524,017	646,896,288	674,389,380	703,050,928	732,930,593	764,080,143	796,553,549	830,407,075	865,699,376	902,491,599	940,847,492	980,833,511	1,022,518,935	1,065,975,990	1,111,279,969	1,158,509,368	1,207,746,016	1,259,075,222	1,312,585,918	1,368,370,820	1,426,526,580	1,487,153,960	1,550,358,003	1,616,248,218	1,684,938,767	1,756,548,665		
Midland College		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	1,023,117,432	1,066,599,923	1,111,930,420	1,159,187,462	1,208,452,930	1,259,812,179	1,313,354,197	1,369,171,750	1,427,361,549	1,488,024,415	1,551,265,453	1,617,194,235	1,685,924,990	1,757,576,802		
Midland ISD		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	1,023,117,432	1,066,599,923	1,111,930,420	1,159,187,462	1,208,452,930	1,259,812,179	1,313,354,197	1,369,171,750	1,427,361,549	1,488,024,415	1,551,265,453	1,617,194,235	1,685,924,990	1,757,576,802		
TAXABLE VALUE INCREMENT																																
City of Midland			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	1,016,527,236	1,082,456,018	1,151,186,773	1,222,838,585		
Midland County			13,108,017	36,287,778	60,452,679	85,644,587	111,907,152	139,285,876	167,828,196	197,583,564	228,603,535	260,941,856	294,654,554	329,800,043	366,439,215	404,635,551	444,455,232	485,967,249	529,243,527	574,359,047	621,391,977	670,423,806	721,539,487	774,827,585	830,380,428	888,294,266	948,669,442	1,011,610,563	1,077,226,682	1,145,631,486	1,216,943,494		
Midland Hospital			13,253,725	36,530,314	60,796,158	86,093,300	112,465,571	139,958,663	168,620,211	198,499,876	229,649,426	262,122,832	295,976,358	331,268,659	368,060,882	406,416,775	446,402,794	488,088,218	531,545,273	576,849,252	624,078,651	673,315,299	724,644,505	778,155,201	833,940,103	892,095,863	952,723,243	1,015,927,286	1,081,817,501	1,150,508,050	1,222,117,948		
Midland College			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	1,016,527,236	1,082,456,018	1,151,186,773	1,222,838,585		
Midland ISD			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	1,016,527,236	1,082,456,018	1,151,186,773	1,222,838,585		
REVENUE A																																
TAXABLE VALUE GROWTH																																
City of Midland		0	46,522	128,192	213,332	302,092	394,623	491,088	591,652	696,490	805,783	919,722	1,038,503	1,162,332	1,291,424	1,426,002	1,566,300	1,712,560	1,865,037	2,023,994	2,189,706	2,362,461	2,542,559	2,730,310	2,926,041	3,130,091	3,342,812	3,564,575	3,795,762	4,036,775	4,288,030	51,584,769	City of Midland
Midland County		0	17,247	47,747	79,543	112,690	147,246	183,271	220,827	259,978	300,794	343,345	387,704	433,948	482,157	532,415	584,810	639,431	696,373	755,736	817,621	882,137	949,394	1,019,510	1,092,606	1,168,809	1,248,250	1,331,067	1,417,404	1,507,410	1,601,242	19,260,714	Midland County
Midland Hospital		0	10,113	27,874	46,391	65,693	85,817	106,795	128,666	151,465	175,234	200,013	225,845	252,775	280,849	310,116	340,628	372,436	405,596	440,165	476,203	513,773	552,940	593,771	636,338	680,714	726,975	775,203	825,481	877,885	932,537	11,218,302	Midland Hospital
Midland College		0	11,009	30,335	50,483	71,486	93,383	116,210	140,007	164,816	190,679	217,641	245,749	275,052	305,600	337,446	370,646	405,257	441,339	478,954	518,168	559,048	601,666	646,096	692,413	740,699	791,037	843,514	898,222	955,255	1,014,711	12,206,923	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	**84,891**	**234,148**	**389,749**	**551,962**	**721,070**	**897,364**	**1,081,151**	**1,272,749**	**1,472,491**	**1,680,721**	**1,897,800**	**2,124,106**	**2,360,030**	**2,605,980**	**2,862,383**	**3,129,684**	**3,408,345**	**3,698,849**	**4,001,699**	**4,317,420**	**4,646,560**	**4,989,688**	**5,347,399**	**5,720,312**	**6,109,075**	**6,514,359**	**6,936,869**	**7,377,335**	**7,836,521**	**94,270,708**	
REVENUE 1 - DOWNTOWN																																
REAL PROPERTY TAX		0	0	11,329,955	31,743,348	70,956,348	75,576,592	119,939,329	126,780,638	132,168,815	137,785,990	143,641,894	149,746,675	156,110,909	162,745,622	169,662,311	176,872,959	184,390,060	192,226,638	200,396,270	208,913,111	217,791,918	227,048,075	236,697,618	246,757,267	257,244,451	268,177,340	279,574,877	291,456,809	303,843,724	316,757,082		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
City of Midland		0	0	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	17,870,916	City of Midland
Midland County		0	0	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	6,705,709	Midland County
Midland Hospital		0	0	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	3,888,760	Midland Hospital
Midland College		0	0	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	4,228,940	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	**0**	**72,685**	**203,642**	**455,203**	**484,843**	**769,442**	**813,331**	**847,897**	**883,933**	**921,500**	**960,664**	**1,001,492**	**1,044,055**	**1,088,428**	**1,134,686**	**1,182,910**	**1,233,184**	**1,285,594**	**1,340,232**	**1,397,192**	**1,456,572**	**1,518,477**	**1,583,012**	**1,650,290**	**1,720,427**	**1,793,546**	**1,869,771**	**1,949,236**	**2,032,079**	**32,694,324**	
REVENUE 2 - DOWNTOWN SALES																																
SALES		0	0	0	0	0	1,604,599	1,672,794	3,487,775	3,636,006	3,790,536	3,951,634	4,119,578	4,294,660	4,477,184	4,667,464	4,865,831	5,072,629	5,288,216	5,512,965	5,747,266	5,991,525	6,246,164	6,511,626	6,788,370	7,076,876	7,377,643	7,691,193	8,018,069	8,358,837	8,714,088		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE 3 - HOTEL OCCUPANCY TAX																																
		0	0	3.577.000	10.021.748	10.447.672	10.891.698	11.354.596	11.837.166	12.340.245	12.864.706	13.411.456	13.981.443	14.575.654	15.195.119	15.840.912	16.514.151	17.216.002	17.947.682	18.710.459	19.505.653	20.334.643	21.198.866	22.099.817	23.039.060	24.018.220	25.038.994	26.103.151	27.212.535	28.369.068	29.574.753		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE A. 1. 2. 3		**0**	**84.891**	**306.833**	**593.390**	**1.007.165**	**1.205.913**	**1.666.806**	**1.894.482**	**2.120.647**	**2.356.423**	**2.602.221**	**2.858.464**	**3.125.598**	**3.404.085**	**3.694.408**	**3.997.070**	**4.312.594**	**4.641.529**	**4.984.443**	**5.341.931**	**5.714.612**	**6.103.132**	**6.508.164**	**6.930.411**	**7.370.602**	**7.829.502**	**8.307.905**	**8.806.640**	**9.326.571**	**9.868.600**	**126.965.032**	
Running Total		**0**	**84.891**	**391.724**	**985.114**	**1.992.280**	**3.198.193**	**4.864.999**	**6.759.481**	**8.880.128**	**11.236.551**	**13.838.772**	**16.697.236**	**19.822.834**	**23.226.919**	**26.921.327**	**30.918.397**	**35.230.991**	**39.872.520**	**44.856.962**	**50.198.893**	**55.913.505**	**62.016.637**	**68.524.801**	**75.455.212**	**82.825.814**	**90.655.316**	**98.963.221**	**107.769.861**	**117.096.433**	**126.965.032**		

GROSS	**126.965.032**	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland		$ -	$ 46,522	$ 167,921	$ 324,644	$ 550,909	$ 659,642	$ 911,669	$ 1,036,223	$ 1,159,955	$ 1,288,946	$ 1,423,419	$ 1,563,607	$ 1,709,753	$ 1,862,111	$ 2,020,943	$ 2,186,526	$ 2,359,146	$ 2,539,103	$ 2,726,707	$ 2,922,285	$ 3,126,175	$ 3,338,730	$ 3,560,319	$ 3,791,325	$ 4,032,149	$ 4,283,208	$ 4,544,938	$ 4,817,790	$ 5,102,239	$ 5,398,777	69,455,685	City of Midland
Midland County		$ -	$ 17,247	$ 62,655	$ 121,311	$ 206,054	$ 246,689	$ 341,086	$ 387,643	$ 433,885	$ 482,092	$ 532,347	$ 584,739	$ 639,357	$ 696,296	$ 755,655	$ 817,537	$ 882,049	$ 949,303	$ 1,019,415	$ 1,092,507	$ 1,168,705	$ 1,248,142	$ 1,330,955	$ 1,417,287	$ 1,507,288	$ 1,601,115	$ 1,698,929	$ 1,800,900	$ 1,907,205	$ 2,018,028	25,966,423	Midland County
Midland Hospital		$ -	$ 10,113	$ 36,520	$ 70,612	$ 119,837	$ 143,486	$ 198,315	$ 225,406	$ 252,317	$ 280,372	$ 309,619	$ 340,109	$ 371,895	$ 405,032	$ 439,577	$ 475,591	$ 513,135	$ 552,274	$ 593,077	$ 635,614	$ 679,959	$ 726,189	$ 774,383	$ 824,626	$ 877,004	$ 931,608	$ 988,533	$ 1,047,877	$ 1,109,743	$ 1,174,239	15,107,061	Midland Hospital
Midland College		$ -	$ 11,009	$ 39,737	$ 76,823	$ 130,366	$ 156,096	$ 215,736	$ 245,210	$ 274,490	$ 305,014	$ 336,835	$ 370,009	$ 404,593	$ 440,646	$ 478,232	$ 517,415	$ 558,264	$ 600,849	$ 645,243	$ 691,524	$ 739,772	$ 790,071	$ 842,507	$ 897,172	$ 954,160	$ 1,013,570	$ 1,075,506	$ 1,140,073	$ 1,207,384	$ 1,277,556	16,435,863	Midland College
Midland ISD		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland ISD
		0	**84.891**	**306.833**	**593.390**	**1.007.165**	**1.205.913**	**1.666.806**	**1.894.482**	**2.120.647**	**2.356.423**	**2.602.221**	**2.858.464**	**3.125.598**	**3.404.085**	**3.694.408**	**3.997.070**	**4.312.594**	**4.641.529**	**4.984.443**	**5.341.931**	**5.714.612**	**6.103.132**	**6.508.164**	**6.930.411**	**7.370.602**	**7.829.502**	**8.307.905**	**8.806.640**	**9.326.571**	**9.868.600**	**126.965.032**	**TOTAL**

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 4%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX			BUSINESS PERSONAL PROPERTY TAX			SALES TAX		
City of Midland	0.3506620	100%	0.3506620	0.3506620	100%	0.3506620	0.0125000	100%	0.0125000
Midland County	0.1315790	100%	0.1315790	0.1315790	100%	0.1315790	0.0050000	100%	0.0050000
Midland Hospital	0.0763050	100%	0.0763050	0.0763050	100%	0.0763050	*483.0175000*		*483.0175000*
Midland College	0.0829800	100%	0.0829800	0.0829800	100%	0.0829800			
Midland ISD	0.8770000	100%	0.8770000	0.8770000	100%	0.8770000			
	1.5185260		*1.5185260*	*1.5185260*		*1.5185260*			

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	
Midland County	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	
Midland Hospital	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	
Midland College	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	
Midland ISD	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	
TAXABLE VALUE																																	
City of Midland		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland County		523,171,351	545,406,133	568,585,894	592,750,795	617,942,703	644,205,268	671,583,992	700,126,312	729,881,680	760,901,651	793,239,972	826,952,670	862,098,159	898,737,331	936,933,667	976,753,348	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland Hospital		525,356,779	547,684,442	570,961,031	595,226,875	620,524,017	646,896,288	674,389,380	703,050,928	732,930,593	764,080,143	796,553,549	830,407,075	865,699,376	902,491,599	940,847,492	980,833,511	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland College		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland ISD		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
TAXABLE VALUE INCREMENT																																	
City of Midland			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	##########	##########	##########	##########	##########	
Midland County			13,108,017	36,287,778	60,452,679	85,644,587	111,907,152	139,285,876	167,828,196	197,583,564	228,603,535	260,941,856	294,654,554	329,800,043	366,439,215	404,635,551	444,455,232	485,967,249	529,243,527	574,359,047	621,391,977	670,423,806	721,539,487	774,827,585	830,380,428	888,294,266	948,669,442	##########	##########	##########	##########	##########	
Midland Hospital			13,253,725	36,530,314	60,796,158	86,093,300	112,465,571	139,958,663	168,620,211	198,499,876	229,649,426	262,122,832	295,976,358	331,268,659	368,060,882	406,416,775	446,402,794	488,088,218	531,545,273	576,849,252	624,078,651	673,315,299	724,644,505	778,155,201	833,940,103	892,095,863	952,723,243	##########	##########	##########	##########	##########	
Midland College			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	##########	##########	##########	##########	##########	
Midland ISD			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	##########	##########	##########	##########	##########	
REVENUE A TAXABLE VALUE GROWTH																																	
City of Midland		0	46,522	128,192	213,332	302,092	394,623	491,088	591,652	696,490	805,783	919,722	1,038,503	1,162,332	1,291,424	1,426,002	1,566,300	1,712,560	1,865,037	2,023,994	2,189,706	2,362,461	2,542,559	2,730,310	2,926,041	3,130,091	3,342,812	3,564,575	3,795,762	4,036,775	4,288,030	51,584,769	City of Midland
Midland County		0	17,247	47,747	79,543	112,690	147,246	183,271	220,827	259,978	300,794	343,345	387,704	433,948	482,157	532,415	584,810	639,431	696,373	755,736	817,621	882,137	949,394	1,019,510	1,092,606	1,168,809	1,248,250	1,331,067	1,417,404	1,507,410	1,601,242	19,260,714	Midland County
Midland Hospital		0	10,113	27,874	46,391	65,693	85,817	106,795	128,666	151,465	175,234	200,013	225,845	252,775	280,849	310,116	340,628	372,436	405,596	440,165	476,203	513,773	552,940	593,771	636,338	680,714	726,975	775,203	825,481	877,895	932,537	11,218,302	Midland Hospital
Midland College		0	11,009	30,335	50,483	71,486	93,383	116,210	140,007	164,816	190,679	217,641	245,749	275,052	305,600	337,446	370,646	405,257	441,339	478,954	518,168	559,048	601,666	646,096	692,413	740,699	791,037	843,514	898,222	955,255	1,014,711	12,206,923	Midland College
Midland ISD		0	116,350	320,605	533,541	755,527	986,947	1,228,202	1,479,711	1,741,909	2,015,251	2,300,209	2,597,279	2,906,973	3,229,830	3,566,408	3,917,291	4,283,086	4,664,427	5,061,976	5,476,420	5,908,478	6,358,899	6,828,462	7,317,982	7,828,307	8,360,320	8,914,944	9,493,139	10,095,908	10,724,294	129,012,674	Midland ISD
		0	**201,241**	**554,753**	**923,290**	**1,307,489**	**1,708,017**	**2,125,567**	**2,560,863**	**3,014,659**	**3,487,741**	**3,980,930**	**4,495,079**	**5,031,079**	**5,589,860**	**6,172,388**	**6,779,674**	**7,412,770**	**8,072,772**	**8,760,824**	**9,478,119**	**10,225,898**	**11,005,458**	**11,818,150**	**12,665,381**	**13,548,619**	**14,469,395**	**15,429,303**	**16,430,008**	**17,473,243**	**18,560,815**	**223,283,382**	
REVENUE 1 - DOWNTOWN																																	
REAL PROPERTY TAX		0	0	11,329,955	31,743,348	70,956,348	75,576,592	119,939,329	126,780,638	132,168,815	137,785,990	143,641,894	149,746,675	156,110,909	162,745,622	169,662,311	176,872,959	184,390,060	192,226,638	200,396,270	208,913,111	217,791,918	227,048,075	236,697,618	246,757,267	257,244,451	268,177,340	279,574,877	291,456,809	303,843,724	316,757,082		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Midland		0	0	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	17,870,916	City of Midland
Midland County		0	0	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	6,705,709	Midland County
Midland Hospital		0	0	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	3,888,760	Midland Hospital
Midland College		0	0	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	4,228,940	Midland College
Midland ISD		0	0	99,364	278,389	622,287	662,807	1,051,868	1,111,866	1,159,121	1,208,383	1,259,739	1,313,278	1,369,093	1,427,279	1,487,938	1,551,176	1,617,101	1,685,828	1,757,475	1,832,168	1,910,035	1,991,212	2,075,838	2,164,061	2,256,034	2,351,915	2,451,872	2,556,076	2,664,709	2,777,960	44,694,872	Midland ISD
		0	**0**	**172,048**	**482,031**	**1,077,491**	**1,147,650**	**1,821,310**	**1,925,197**	**2,007,018**	**2,092,316**	**2,181,240**	**2,273,942**	**2,370,585**	**2,471,335**	**2,576,366**	**2,685,862**	**2,800,011**	**2,919,011**	**3,043,069**	**3,172,400**	**3,307,227**	**3,447,784**	**3,594,315**	**3,747,073**	**3,906,324**	**4,072,343**	**4,245,417**	**4,425,847**	**4,613,946**	**4,810,039**	**77,389,197**	
REVENUE 2 - DOWNTOWN SALES																																	
SALES		0	0	0	0	0	1,604,599	1,672,794	3,487,775	3,636,006	3,790,536	3,951,634	4,119,578	4,294,660	4,477,184	4,667,464	4,865,831	5,072,629	5,288,216	5,512,965	5,747,266	5,991,525	6,246,164	6,511,626	6,788,370	7,076,876	7,377,643	7,691,193	8,018,069	8,358,837	8,714,088		
City of Midland		0	0	0	0	0	20,057	20,910	43,597	45,450	47,382	49,395	51,495	53,683	55,965	58,343	60,823	63,408	66,103	68,912	71,841	74,894	78,077	81,395	84,855	88,461	92,221	96,140	100,226	104,485	108,926	1,687,044	City of Midland
Midland County		0	0	0	0	0	8,023	8,364	17,439	18,180	18,953	19,758	20,598	21,473	22,386	23,337	24,329	25,363	26,441	27,565	28,736	29,958	31,231	32,558	33,942	35,384	36,888	38,456	40,090	41,794	43,570	674,818	Midland County
		0	**0**	**0**	**0**	**0**	**28,080**	**29,274**	**61,036**	**63,630**	**66,334**	**69,154**	**72,093**	**75,157**	**78,351**	**81,681**	**85,152**	**88,771**	**92,544**	**96,477**	**100,577**	**104,852**	**109,308**	**113,953**	**118,796**	**123,845**	**129,109**	**134,596**	**140,316**	**146,280**	**152,497**	**2,361,862**	
REVENUE 3 - HOTEL OCCUPANCY TAX		0	0	3,577,000	10,021,748	10,447,672	10,891,698	11,354,596	11,837,166	12,340,245	12,864,706	13,411,456	13,981,443	14,575,654	15,195,119	15,840,912	16,514,151	17,216,002	17,947,682	18,710,459	19,505,653	20,334,643	21,198,866	22,099,817	23,039,060	24,018,220	25,038,994	26,103,151	27,212,535	28,369,068	29,574,753		
City of Midland		0	0	250,390	701,522	731,337	762,419	794,822	828,602	863,817	900,529	938,802	978,701	1,020,296	1,063,658	1,108,864	1,155,991	1,205,120	1,256,338	1,309,732	1,365,396	1,423,425	1,483,921	1,546,987	1,612,734	1,681,275	1,752,730	1,827,221	1,904,877	1,985,835	2,070,233	34,525,573	City of Midland
		0	**0**	**250,390**	**701,522**	**731,337**	**762,419**	**794,822**	**828,602**	**863,817**	**900,529**	**938,802**	**978,701**	**1,020,296**	**1,063,658**	**1,108,864**	**1,155,991**	**1,205,120**	**1,256,338**	**1,309,732**	**1,365,396**	**1,423,425**	**1,483,921**	**1,546,987**	**1,612,734**	**1,681,275**	**1,752,730**	**1,827,221**	**1,904,877**	**1,985,835**	**2,070,233**	**34,525,573**	
REVENUE A, 1, 2, 3		**0**	**201,241**	**977,191**	**2,106,843**	**3,116,316**	**3,646,166**	**4,770,972**	**5,375,697**	**5,949,124**	**6,546,921**	**7,170,125**	**7,819,815**	**8,497,116**	**9,203,203**	**9,939,299**	**10,706,679**	**11,506,672**	**12,340,665**	**13,210,103**	**14,116,491**	**15,061,402**	**16,046,471**	**17,073,405**	**18,143,985**	**19,260,063**	**20,423,576**	**21,636,537**	**22,901,049**	**24,219,303**	**25,593,583**	**337,560,014**	
Running Total		**0**	**201,241**	**1,178,432**	**3,285,275**	**6,401,591**	**10,047,758**	**14,818,730**	**20,194,427**	**26,143,551**	**32,690,473**	**39,860,597**	**47,680,412**	**56,177,528**	**65,380,732**	**75,320,030**	**86,026,709**	**97,533,381**	**109,874,046**	**123,084,148**	**137,200,640**	**152,262,041**	**168,308,512**	**185,381,918**	**203,525,902**	**222,785,965**	**243,209,541**	**264,846,078**	**287,747,127**	**311,966,430**	**337,560,014**		

GROSS 337,560,014

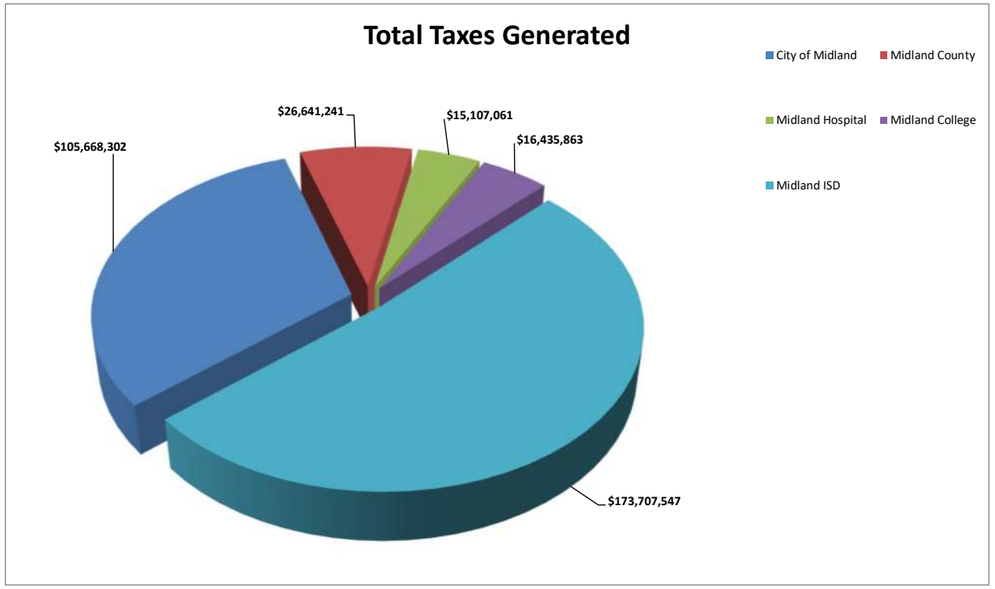
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland	$ -	$ 46,522	$ 418,311	$ 1,026,167	$ 1,282,246	$ 1,442,118	$ 1,727,401	$ 1,908,422	$ 2,069,223	$ 2,236,857	$ 2,411,617	$ 2,593,803	$ 2,783,733	$ 2,981,734	$ 3,188,150	$ 3,403,340	$ 3,627,674	$ 3,861,543	$ 4,105,351	$ 4,359,522	$ 4,624,494	$ 4,900,728	$ 5,188,702	$ 5,488,914	$ 5,801,886	$ 6,128,159	$ 6,468,298	$ 6,822,894	$ 7,192,559	$ 7,577,936	105,668,302	City of Midland
Midland County	$ -	$ 17,247	$ 62,655	$ 121,311	$ 206,054	$ 254,712	$ 349,450	$ 405,082	$ 452,065	$ 501,044	$ 552,105	$ 605,337	$ 660,830	$ 718,682	$ 778,993	$ 841,867	$ 907,413	$ 975,744	$ 1,046,980	$ 1,121,243	$ 1,198,663	$ 1,279,373	$ 1,363,513	$ 1,451,229	$ 1,542,673	$ 1,638,003	$ 1,737,385	$ 1,840,990	$ 1,948,999	$ 2,061,598	26,641,241	Midland County
Midland Hospital	$ -	$ 10,113	$ 36,520	$ 70,612	$ 119,837	$ 143,486	$ 198,315	$ 225,406	$ 252,317	$ 280,372	$ 309,619	$ 340,109	$ 371,895	$ 405,032	$ 439,577	$ 475,591	$ 513,135	$ 552,274	$ 593,077	$ 635,614	$ 679,959	$ 726,189	$ 774,383	$ 824,626	$ 877,004	$ 931,608	$ 988,533	$ 1,047,877	$ 1,109,743	$ 1,174,239	15,107,061	Midland Hospital
Midland College	$ -	$ 11,009	$ 39,737	$ 76,823	$ 130,366	$ 156,096	$ 215,736	$ 245,210	$ 274,490	$ 305,014	$ 336,835	$ 370,009	$ 404,593	$ 440,646	$ 478,232	$ 517,415	$ 558,264	$ 600,849	$ 645,243	$ 691,524	$ 739,772	$ 790,071	$ 842,507	$ 897,172	$ 954,160	$ 1,013,570	$ 1,075,506	$ 1,140,073	$ 1,207,384	$ 1,277,556	16,435,863	Midland College
Midland ISD	$ -	$ 116,350	$ 419,969	$ 811,930	$ 1,377,814	$ 1,649,754	$ 2,280,070	$ 2,591,578	$ 2,901,030	$ 3,223,634	$ 3,559,949	$ 3,910,557	$ 4,276,066	$ 4,657,109	$ 5,054,346	$ 5,468,466	$ 5,900,187	$ 6,350,255	$ 6,819,451	$ 7,308,588	$ 7,818,513	$ 8,350,110	$ 8,904,300	$ 9,482,043	$10,084,340	$10,712,235	$11,366,816	$12,049,215	$12,760,617	$13,502,254	173,707,547	Midland ISD
	0	**201,241**	**977,191**	**2,106,843**	**3,116,316**	**3,646,166**	**4,770,972**	**5,375,697**	**5,949,124**	**6,546,921**	**7,170,125**	**7,819,815**	**8,497,116**	**9,203,203**	**9,939,299**	**10,706,679**	**11,506,672**	**12,340,665**	**13,210,103**	**14,116,491**	**15,061,402**	**16,046,471**	**17,073,405**	**18,143,985**	**19,260,063**	**20,423,576**	**21,636,537**	**22,901,049**	**24,219,303**	**25,593,583**	**337,560,014**	**TOTAL**

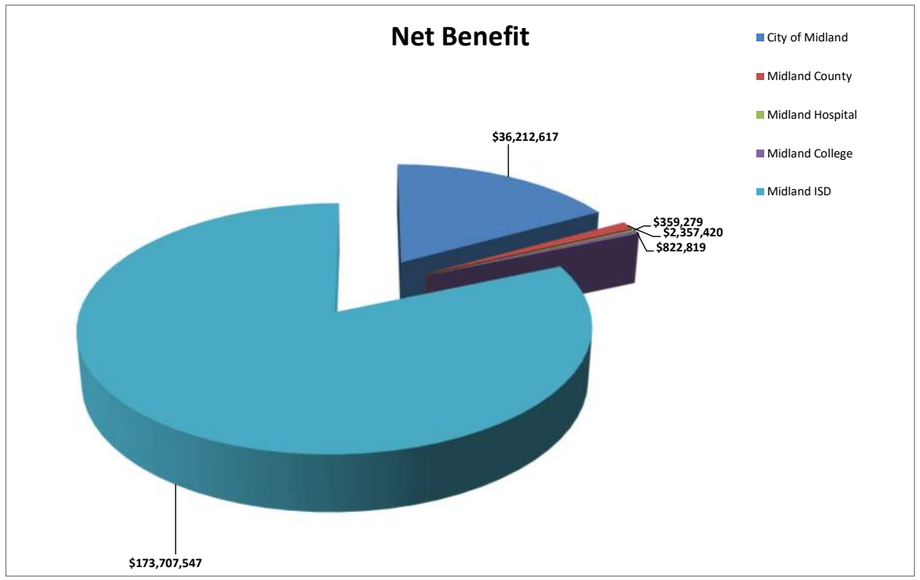
Revenue Summary

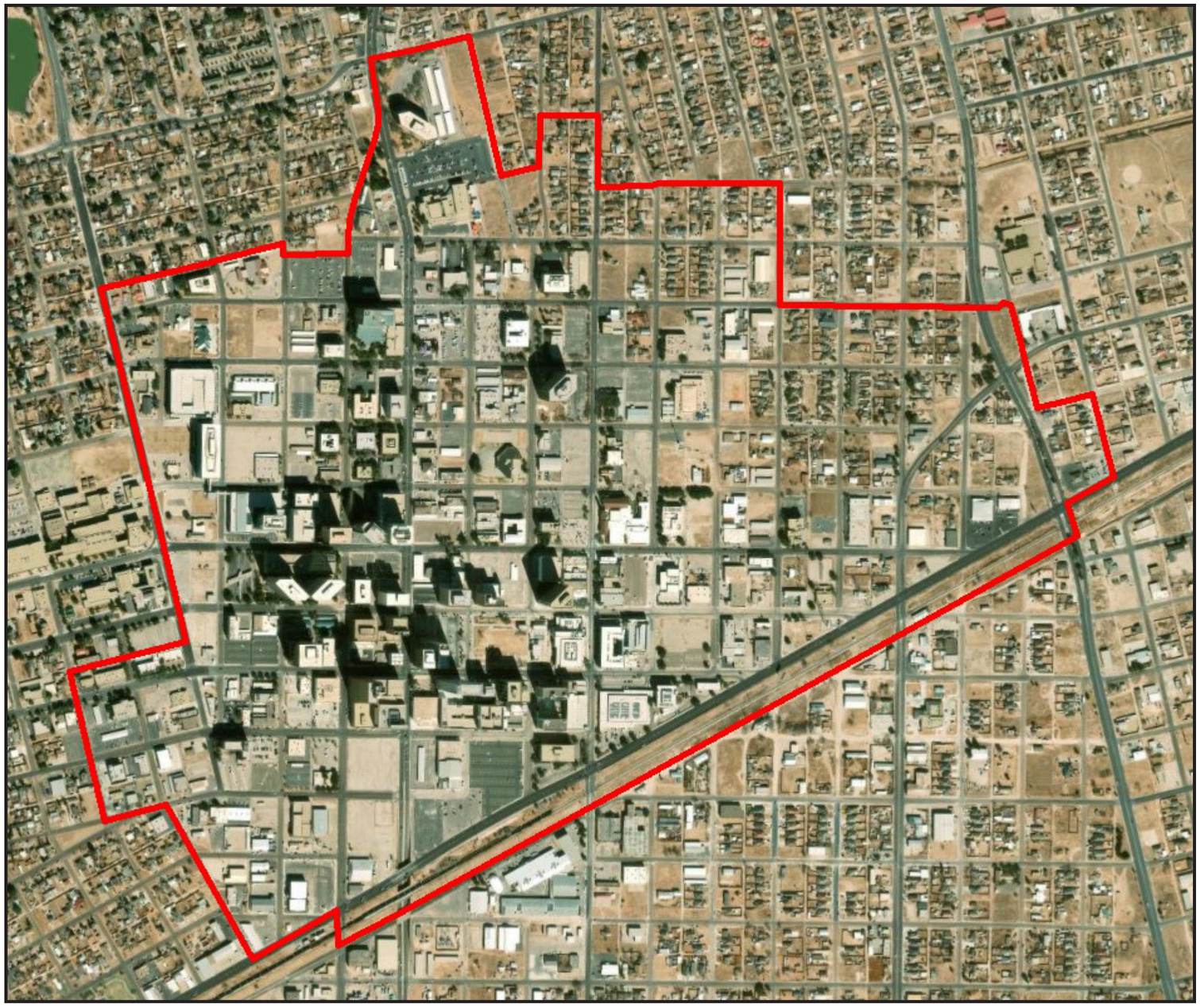
Taxing Jurisdictions	Total Taxes Generated	Participation (100%)	Net Benefit
City of Midland	$105,668,302	$69,455,685	$36,212,617
Midland County	$26,641,241	$24,283,821	$2,357,420
Midland Hospital	$15,107,061	$14,747,782	$359,279
Midland College	$16,435,863	$15,613,044	$822,819
Midland ISD	$173,707,547	$0	$173,707,547
Total	**$337,560,014**	**$124,100,332**	**$213,459,682**

**County Participation not to exceed $24,283,821 per the separate interlocal agreement*
**Hospital Participation not to exceed $14,747,782 per the separate interlocal agreement*
**College Participation not to exceed $15,613,044 per the separate interlocal agreement*

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$105,668,302	$69,455,685	$36,212,617
City of Midland - Real Property	*$69,455,685*	*$69,455,685*	$0
City of Midland - Sales	*$1,687,044*	*$0*	*$1,687,044*
City of Midland -HOT	*$34,525,573*	*$0*	$34,525,573







Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2053 (with the final year's tax increment to be collected by September 1, 2054).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035533		BLK: 088, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	14 TEXAS REAL ESTATE LLC		$ 16,880
R000035534	215 S MARIENFELD ST	BLK: 088, LOT: 009, ADDN: ORIGINAL TOWN	0.161	14 TEXAS REAL ESTATE LLC		$ 19,690
R000035535	409 W MISSOURI AV	BLK: 088, LOTS: 010 THRU 12 E.56, ADDN: ORIGINAL TOWN	0.193	14 TEXAS REAL ESTATE LLC		$ 23,630
R000035536	210 N MARIENFELD ST	BLK: 088, LOTS: 010 THRU 12 W.84, ADDN: ORIGINAL TOWN	0.289	14 TEXAS REAL ESTATE LLC		$ 35,440
R000035532	401 W MISSOURI AV	BLK: 088, LOTS: 001 THRU 8, ADDN: ORIGINAL TOWN	1.285	14 TEXAS REAL ESTATE LLC		$ 115,500
R000035116		BLK: 026, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	312 PARTNERSHIP ET AL		$ 59,060
R000035663	407 S MARIENFELD ST	BLK: 109, LOT: 003 & S.16.5 OF 4, ADDN: ORIGINAL TOWN	0.138	4WC PROPERTIES LLC		$ 54,160
R000026089	500 N COLORADO ST	BLK: 041, S.240 OF W/2, ADDN: HOMESTEAD	0.771	500 COLORADO LLC		$ 2,145,840
R000026121	500 W OHIO AV	BLK: 047, S.80 OF SE/4, ADDN: HOMESTEAD	0.257	500 WEST OHIO LLC		$ 1,401,012
R000026063	606 W TENNESSEE AV	BLK: 037, SW/4, ADDN: HOMESTEAD	0.482	606 W TENNESSEE		$ 836,603
R000051778	808 W WALL ST	BLK: 014, LOTS: 007 THRU 9, ADDN: WEST END	0.492	808 PARTNERS LLC		$ 743,235
R000025981	0 N COLORADO ST	BLK:029, LOT: 001A, ADDN: HOMESTEAD SEC 8	0.4	A & D ALLIANCE ENERGY MANAGEMENT LLC		$ 799,850
R000034985	511 N DALLAS ST	BLK: 001, LOT: 001, ADDN: OLD PUEBLO PARK	0.112	A N FINANCE LLC		$ 261,970
R000035542	511 W MISSOURI AV	BLK: 089, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	A R STRATEGIES LLC		$ 305,080
R000051903	807 W MISSOURI AV	BLK: 032, LOT: 007 E.70, ADDN: WEST END	0.225	ABYSS PROPERTIES LLC		$ 39,200
R000052576	811 W MISSOURI AV	BLK: 032, LOT: 7A, ADDN: WEST END SEC 5	0.225	ABYSS PROPERTIES LLC		$ 617,950
R000041035	903 N MAIN ST	BLK: 002, LOTS: 007, ADDN: RICHARDSON ABILENE	0.158	ACOSTA MARTIN ORLANDO		$ 196,680
R000032395	407 N LEE ST	BLK: 006, LOT: 003, ADDN: MOODY	0.161	ACOSTA MARTIN SOTO		$ 242,200
R000035049	404 N TERRELL ST	BLK: 014, 9336 SQ IN SW/4, ADDN: ORIGINAL TOWN	0.214	ACOSTA ROSALINDA		$ 167,170
R000035192	210 N MAIN ST	BLK: 038, LOTS: 9(N41) & 10(S/2), ADDN: ORIGINAL TOWN	0.212	AGGIETECH LLC		$ 170,520
R000035122	301 W OHIO AV	BLK: 027, LOT: 001, ADDN: ORIGINAL TOWN	0.08	AGUILAR SALVADOR		$ 80,660
R000017946	204 W KANSAS AV	BLK: 001, LOT: 001 & 2 W 69, ADDN: ESTES	0.171	AGUILERA JAVIER		$ 61,810
R000035117	200 W ILLINOIS AV	BLK: 026, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	AKA SQUARE INC		$ 1,152,600
R000025949	610 N FORT WORTH ST	BLK: 023, N 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	AKATI SETOR		$ 185,440
R000026000	507 W LOUISIANA AV	BLK: 031, E.70 OF NW/4, ADDN: HOMESTEAD	0.241	ALAMO HEIGHTS HOMES LLC		$ 92,580
R000035082	309 N TERRELL ST	BLK: 020, LOT: 002, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 14,000
R000035083	307 N TERRELL ST	BLK: 020, LOT: 003, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 21,950
R000035080	310 N TERRELL ST	BLK: 019, LOT: 012, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 91,880
R000034966	505 N MINEOLA ST	BLK: 003, LOTS: 002 & 003, ADDN: ORIGINAL TOWN	0.322	ALCOCER JESSE		$ 116,420
R000035198	211 E TEXAS AV	BLK: 039, LOT: 004 S/2&ALL OF 5&6, ADDN: ORIGINAL TOWN	0.402	ALLEN REAL PROPERTIES LTD		$ 216,890
R000025850	701 N BIG SPRING ST	BLK: 010, SE/4, ADDN: HOMESTEAD	0.643	AMERICAN MOMENTUM BANK		$ 35,000
R000026072	510 N MARIENFELD ST	BLK: 039, N.75 OF W/2, ADDN: HOMESTEAD	0.241	AMERICAN MOMENTUM BANK		$ 74,660
R000026110	405 N BIG SPRING ST	BLK: 046, SE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 126,590
R000026108	407 N BIG SPRING ST	BLK: 046, NE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 2,872,770
R000035366	509 W WALL ST	BLK: 062, LOTS: 011 & 12, ADDN: ORIGINAL TOWN	0.321	AMERICAN STATE BANK		$ 4,045,459
R000035543	601 W MISSOURI AV	BLK: 090, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	AR STRATEGIES LLC		$ 42,000
R000035306	120 N MAIN ST	BLK: 053, LOT: 024, ADDN: ORIGINAL TOWN	0.08	ARMENDARIZ MARCELINO		$ 153,570
R000025923	601 N MINEOLA ST	BLK: 021, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	ARMENDARIZ TERRY		$ 67,410
R000035337	513 W TEXAS AV	BLK: 058, LOTS: 011 & 12 E.60, ADDN: ORIGINAL TOWN	0.138	ARRINGTON BUILDING LLC THE		$ 100,010
R000035332	511 W TEXAS AV	BLK: 058, LOTS: 001 & 2 W.65, ADDN: ORIGINAL TOWN	0.149	ARRINGTON BUILDING LLC THE		$ 129,070
R000035333	109 N MARIENFELD ST	BLK: 058, LOTS: 001 & 2 E.75, ADDN: ORIGINAL TOWN	0.172	ARRINGTON BUILDING LLC THE		$ 147,820
R000035336	102 N PECOS ST	BLK: 058, LOT: 010 & W.80 OF, ADDN: ORIGINAL TOWN, LOT 11 & 12	0.344	ARRINGTON BUILDING LLC THE		$ 281,360
R000035334	500 W WALL ST	BLK: 058, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	ARRINGTON BUILDING LLC THE		$ 4,530,767
R000035215	203 N DALLAS ST	BLK: 041, LOT: 01A, ADDN: ORIGINAL TOWN, SECTION 17	0.964	AUSBUILT LLC	E	$ -
R000035056	401 N MARSHALL ST	BLK: 015, S.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2C)	0.161	AVALOS ELODIA H		$ 107,280
R000025872	0 N MAIN ST	BLK: 014, N.60 OF SW/4, ADDN: HOMESTEAD	0.193	B AND B INVESTMENTS		$ 16,800
R000025873	105 E LOUISIANA AV	BLK: 014, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	B AND B INVESTMENTS		$ 25,200
R000035354	108 S PECOS ST	BLK: 061, LOT: 004, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 26,690
R000035352	601 W WALL ST	BLK: 061, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 116,700
R000035355	602 W MISSOURI AV	BLK: 061, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 189,330

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035353	104 S PECOS ST	BLK: 061, LOT: 003, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 1,644,324
R000025816	207 E KANSAS AV	BLK: 008, W/2 OF SE/4, ADDN: HOMESTEAD	0.241	BADILLO MINERVA M EST		$ 194,040
R000035046	409 N MINEOLA ST	BLK: 014, S.50 OF N.100 OF E/2, ADDN: ORIGINAL TOWN	0.126	BAESA ANGELITA		$ 61,890
R000035048	401 N MINEOLA ST	BLK: 014, LOT: 002 S.150 OF E.140, ADDN: ORIGINAL TOWN	0.482	BAESA ANGELITA		$ 73,270
R000035047	407 N MINEOLA ST	BLK: 014, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.158	BAEZA ALFREDO		$ 241,680
R000026093	501 N BAIRD ST	BLK: 043, S.114.3 OF E/2, ADDN: HOMESTEAD	0.367	BAIRD STREET STORAGE LLC		$ 153,170
R000025939	601 N TERRELL ST	BLK: 022, LOT: 006, ADDN: HOMESTEAD	0.161	BALTIER JOSE R		$ 153,820
R000035017	407 N FORT WORTH ST	BLK: 011, S.55 OF NE/4, ADDN: ORIGINAL TOWN	0.177	BANDA OSVALDO		$ 93,470
R000035099	307 N FORT WORTH ST	BLK: 022, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 14,000
R000035020	303 E OHIO AV	BLK: 011, LOT: 003 E.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 24,570
R000035098	311 N FORT WORTH ST	BLK: 022, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	BECKER STEVE A		$ 28,000
R000035110	312 N WEATHERFORD ST	BLK: 022, LOT: 012 N.45, ADDN: ORIGINAL TOWN	0.145	BECKER STEVEN A		$ 55,110
R000109949	702 N BAIRD ST	BLK: 015, LOT: 008, ADDN: HOMESTEAD SEC 3	0.172	BELL JACQUELINE R		$ 157,010
R000017756	400 W KANSAS AV	BLK: 018, LOT: 004, ADDN: ELMWOOD SEC 2	0.378	BELL NONGYOW R		$ 134,960
R000035329	410 W WALL ST	BLK: 057, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	BEN MAR PARTNERS		$ 193,730
R000041038	806 N LORAINE ST	BLK: 002, LOT: 012, ADDN: RICHARDSON ABILENE	0.13	BENITEZ MARTA		$ 87,460
R000109948	700 N BAIRD ST	BLK: 015, LOT: 007, ADDN: HOMESTEAD SEC 3	0.172	BENNETT AUGUSTINE JR		$ 162,770
R000025924	611 N MINEOLA ST	BLK: 021, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	BETANCOURT ONIEL		$ 14,000
R000041032	919 N MAIN ST	BLK: 002, LOTS: 003 & 4, ADDN: RICHARDSON ABILENE	0.316	BEZINQUE CURTIS F		$ 122,040
R000025985	600 N BIG SPRING ST	BLK:029, S.100 OF W/2, ADDN: HOMESTEAD	0.321	BHBW HOLDINGS LLC		$ 265,040
R000014586	714 W LOUISIANA AV	BLK: 001, LOT: 018A, ADDN: COUNTRY CLUB, HEIGHTS 2	0.482	BIG BROTHERS BIG SISTERS	E	$ -
R000035184	213 N MAIN ST	BLK: 037, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BORLAND R MIKE		$ 221,550
R000025853	710 N BIG SPRING ST	BLK: 011, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	BRANCH BANKING & TRUST CO		$ 245,946
R000025970	610 N MAIN ST	BLK: 026, N.75 OF NW/4, ADDN: HOMESTEAD	0.241	BRANUM MARK L		$ 142,910
R000035222	501 E TEXAS AV	BLK: 042, LOTS: 006 & 7, ADDN: ORIGINAL TOWN	0.321	BROOKS JULIUS L		$ 28,410
R000032397	0 N LEE ST	BLK: 006, LOT: 005, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 14,000
R000032398	401 N LEE ST	BLK: 006, LOT: 006, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 27,010
R000025852	300 W LOUISIANA AV	BLK: 011, E/2, ADDN: HOMESTEAD	0.964	CABRITO LTD		$ 2,124,195
R000058239	509 N DALLAS ST	BLK: 001, LOT: 002, ADDN: OLD PUEBLO PARK	0.115	CALLEROS MARIA DELALUZ		$ 182,380
R000025952	606 N FORT WORTH ST	BLK: 023, N 50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO FELICIANO RAMOS JR		$ 194,850
R000205486	604 N FORT WORTH ST	BLK: 023, S50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO KARINA		$ 221,930
R000035279	315 E WALL ST	BLK: 051, LOTS: 010 THRU 12 W.40, ADDN: ORIGINAL TOWN	0.069	CAPROCK TITLE MIDLAND LLC		$ 22,240
R000035281	315 E WALL ST	BLK: 051, LOTS: 013 THRU 15 E.65, ADDN: ORIGINAL TOWN	0.112	CAPROCK TITLE MIDLAND LLC		$ 149,730
R000041036	809 N MAIN ST	BLK: 002, LOT: 010, ADDN: RICHARDSON ABILENE	0.158	CARRASCO ALEJANDRO		$ 160,080
R000025937	605 N TERRELL ST	BLK: 022, LOT: 004, ADDN: HOMESTEAD	0.161	CARRASCO RUBEN H		$ 62,990
R000109952	708 N BAIRD ST	BLK: 015, LOT: 011, ADDN: HOMESTEAD SEC 3	0.172	CARRASCO VANESSA MAE		$ 160,790
R000035088	310 N DALLAS ST	BLK: 020, LOT: 012, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE		$ 14,000
R000035078	306 N TERRELL ST	BLK: 019, LOT: 010, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE INC		$ 14,000
R000035077	601 E ILLINOIS AV	BLK: 019, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	CARTERS FURNITURE INC		$ 188,070
R000035087	501 E ILLINOIS AV	BLK: 020, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	CARTERS FURNITURE INC		$ 476,910
R000025806	811 N FORT WORTH ST	BLK: 007N.75 OF E/2,, ADDN: HOMESTEAD	0.241	CASTILLO CRUZ VIDALES		$ 91,050
R000051781	800 W WALL ST	BLK: 014, LOT: 011 E.26.67 &, ADDN: WEST END, W.9.66 OF LOT 12	0.119	CENTENARY ENTERPRISES		$ 106,380
R000051780	800 W WALL ST	BLK: 014, LOT: 010 E.13 &, ADDN: WEST END, W.23.33 OF LOT 11	0.119	CENTENARY ENTERPRISES		$ 106,390
R000051779	800 W WALL ST	BLK: 014, LOT: 010 W.37, ADDN: WEST END	0.121	CENTENARY ENTERPRISES		$ 107,070
R000051782	800 W WALL ST	BLK: 014, LOT: 012 E.40.34, ADDN: WEST END	0.132	CENTENARY ENTERPRISES		$ 110,540
R000025815	807 N WEATHERFORD ST	BLK: 008, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	CHAVEZ RAMONA SEGURA		$ 53,800
R000035360	615 W WALL ST	BLK: 061, LOTS: 010 THRU 12 E.50, ADDN: ORIGINAL TOWN	0.172	CHIN ROBERT AND JULIE TATE AKA JULIE CHIN		$ 144,610
R000025947	404 E LOUISIANA AV	BLK: 023, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	CHURCH OF GOD SEVENTH DAY	E	$ -
R000034994	404 N COLORADO ST	BLK: 007, ALL, ADDN: ORIGINAL TOWN	2.066	CITY OF MIDLAND		$ 1,230,784
R000214346	209 E TEXAS AV	BLK: 038, LOT: 07A, ADDN: ORIGINAL TOWN, SEC 11	1.516	CITY OF MIDLAND TEXAS	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035167	310 W TEXAS AV	BLK: 035, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	CITY OF MIDLAND TEXAS	E	$ -
R000051786	111 N B ST	BLK: 015, LOT: 007, ADDN: WEST END	0.161	CLARK J A		$ 96,080
R000034975	511 N TERRELL ST	BLK: 004, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.161	CLYDE L AND MATILDE REYES MASTER TRUST		$ 126,770
R000035068	406 N MARSHALL ST	BLK: 016, N.15 OF S.65, ADDN: ORIGINAL TOWN	0.025	COATES W M		$ 2,210
R000026114	408 N PECOS ST	BLK: 047, SEC: S.25 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 9,840
R000026027	607 N PECOS ST	BLK: 032, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026026	609 N PECOS ST	BLK: 032, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026025	611 N PECOS ST	BLK: 032,N.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026132	0 W TENNESSEE AV	BLK: 049, (40 X 150) ABANDONED ST, ADDN: HOMESTEAD	0.138	COG REALTY LLC		$ 16,880
R000026069	0 N PECOS ST	BLK: 038, N.50 OF SW/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026029	601 N PECOS ST	BLK: 032, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026031	600 N CARRIZO ST	BLK:032, S.75 OF SW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 21,000
R000026066	508 N PECOS ST	BLK: 038, S.75 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 29,530
R000026030	605 N PECOS ST	BLK: 032, N.100 OF SE/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 30,960
R000026070	500 W TENNESSEE AV	BLK: 038, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 39,380
R000057849	0 SAN ANGELO ST	BLK: 033, LOT: S 150 FT OF W/2, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 42,000
R000203803	606 N CARRIZO ST	BLK: 032, LT 001, ADDN: HOMESTEAD, SEC 4, & E 10' OF N CARRIZO ST	0.775	COG REALTY LLC		$ 42,190
R000026112	0 W PECOS ST	BLK: 047, LOT: 001 & N.50 OF 5, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 45,730
R000026134	709 W TENNESSEE AV	BLK: 049, LOT: N/2 OF BLK 49 1/2, ADDN: HOMESTEAD,	0.367	COG REALTY LLC		$ 50,060
R000026113	506 W OHIO AV	BLK: 047, LOTS: 002 THRU 4 & S.10, ADDN: HOMESTEAD, OF LOT 5	0.321	COG REALTY LLC		$ 75,780
R000026126	707 W TENNESSEE AV	BLK: 049, NW/4, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 161,110
R000026115	408 N PECOS ST	BLK: 047, SEC: N25 OF S50 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 226,030
R000026065	510 N PECOS ST	BLK: 038, N/2 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 339,820
R000035383	100 S MAIN ST	BLK: 066, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.241	COG REALTY LLC		$ 1,624,865
R000214253	505 N PECOS ST	BLK:037, LOT 001, ADDN: HOMESTEAD SEC: 11	1.551	COG REALTY LLC		$ 4,310,600
R000035384	102 S MAIN ST	BLK: 066, LOT: 025, ADDN: ORIGINAL TOWN, SEC 15	0.723	COG REALTY LLC		$ 9,330,110
R000218745	0 CARRIZO ST	BLK: 036, LOT: 001, ADDN: HOMESTEAD, SEC: 016	3.287	COG REALTY LLC		$ 26,003,286
R000032446	1101 E FRONT ST	BLK: 014, LOT: 04A, ADDN: MOODY SEC 5	0.555	COMMUNITY CHILDRENS MINISTRY INC	E	$ -
R000026045	717 W LOUISIANA AV	BLK: 034, LOTS: 001 THRU 4, ADDN: HOMESTEAD	0.703	COMMUNITY NATIONAL BANK		$ 721,676
R000214855	811 N MAIN ST	BLK: 002, LOT: 009, ADDN: RICHARDSON ABILENE	0.158	CONCEPCION JOSUE M		$ 222,710
R000203136	511 N FORT WORTH ST	BLK: 002, LOT: 001, ADDN: OLD PUEBLO PARK, SEC 2	0.161	CORDERO BRENDA ELAINE		$ 185,000
R000034960	500 N MINEOLA ST	BLK: 002, LOT: 01A ADDN: ORIGINAL TOWN, SEC 16	0.383	CORNETT RICHARD		$ 345,570
R000035312	0 N COLORADO ST	BLK: 056, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.112	COWDEN MELANIE HOPE		$ 52,290
R000035300	113 E WALL ST	BLK: 053, LOTS: 009 S 17 OF W 75, ADDN: ORIGINAL TOWN, & W 75 OF 10;11 & 12	0.158	COWDEN WRIGHT JR ESTATE		$ 209,010
R000035301	100 N MAIN ST	BLK: 053, LOT: 13A, ADDN: ORIGINAL TOWN, SEC 7	1.01	CRP SCP WALL ST LOFTS OWNER LP		$ 18,747,580
R000025854	706 N BIG SPRING ST	BLK: 011, N.60 OF SW/4 &, ADDN: HOMESTEAD, S.50 OF NW/4	0.354	DAIRY QUEEN #420		$ 158,000
R000051897	801 W MISSOURI AV	BLK: 032, LOT: 001, ADDN: WEST END	0.241	DEHLINGER MARK T		$ 88,410
R000025932	605 N MINEOLA ST	BLK: 021, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	DELAO ALEJANDRO G		$ 262,150
R000041037	807 N MAIN ST	BLK: 002, LOT: 011, ADDN: RICHARDSON ABILENE	0.158	DELCO INVESTMENTS LP		$ 150,810
R000035069	801 E FRONT ST	BLK: 017, ALL LESS 1351 SQ, ADDN: ORIGINAL TOWN	0.179	DIAZ DAVID		$ 31,230
R000017753	800 N MARIENFELD ST	BLK: 018, LOT: 001, ADDN: ELMWOOD SEC 2	0.638	DISCOVERY PLAZA JOINT		$ 992,115
R000034987	505 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	DOMINGUEZ MANUEL A		$ 226,380
R000026075	510 N BIG SPRING ST	BLK: 040, N.75 OF W/2, ADDN: HOMESTEAD	0.241	DOMINION RESERVES LLC		$ 223,600
R000203976	502 N DALLAS ST	BLK: 003, LOT: 007, ADDN: OLD PUEBLO PARK SEC 3	0.106	DUARTE MARIA		$ 147,040
R000026074	500 N MARIENFELD ST	BLK: 039, S.150 OF SW/4, ADDN: HOMESTEAD	0.482	DURHAM LYNN D JR &		$ 373,700
R000026071	505 N BIG SPRING ST	BLK: 039, E/2, ADDN: HOMESTEAD	0.964	DURHAM LYNN D JR &		$ 10,031,715
R000026085	500 N BIG SPRING ST	BLK: 040, S 100 OF SW/4, ADDN: HOMESTEAD	0.321	ELLIS PROPERTIES		$ 131,170
R000109945	705 N WEATHERFORD ST	BLK: 015, LOT: 004, ADDN: HOMESTEAD SEC 3	0.172	ELY GLORIA A		$ 163,690
R000035156	219 N BIG SPRING ST	BLK: 034, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 176,660
R000035159	414 W TEXAS AV	BLK: 034, LOTS: 7-9(W100) &, ADDN: ORIGINAL TOWN, LOTS 10-12	0.964	ENDEAVOR ENERGY RESOURCES LP		$ 3,367,660

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035331	110 N MARIENFELD ST	BLK: 057, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 11,978,465
R000035164		BLK: 035, LOTS: 003 & 4 PT, ADDN: ORIGINAL TOWN, (REAR 17 X 20)	0.008	ENERGAS		$ 1,980
R000035527	125 W MISSOURI AV	BLK: 085, LOTS: 001 THRU 20, ADDN: ORIGINAL TOWN	1.497	ENERTIA TECH CENTER LLC		$ 23,854,184
R000041050	106 W KANSAS AV	BLK: 002, LOT: 024, ADDN: RICHARDSON ABILENE	0.161	ESCAJEDA JACINTO		$ 57,600
R000035022	406 N WEATHERFORD ST	BLK: 011, LOTS: 3(N/3) & 4(S2/3), ADDN: ORIGINAL TOWN	0.482	ESCN INC		$ 42,000
R000035023	410 N WEATHERFORD ST	BLK: 011, LOT: 004 N.50, ADDN: ORIGINAL TOWN	0.161	ESCN INC		$ 76,970
R000109942	711 N WEATHERFORD ST	BLK: 015, LOT: 001, ADDN: HOMESTEAD SEC 3	0.172	ESPINOZA ALBERT VILLA II		$ 166,460
R000041045	914 N LORAINE ST	BLK: 002, LOT: 019, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 39,000
R000041046	916 N LORAINE ST	BLK: 002, LOT: 020, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 86,960
R000217317	0 N CARRIZO ST	E/2 OF BLK: 033, ADDN: HOMESTEAD, SEC : 15	0.965	FIELDS DAVID B		$ 84,030
R000035547	701 W INDIANA AV	BLK: 091, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	FIRST H AND H HOLDINGS LLC		$ 516,020
R000026105	403 N COLORADO ST	BLK: 045, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	FIRST NATIONAL BANK OF STANTON		$ 14,000
R000218596	400 N BIG SPRING ST	BLK: 045, LT: 09A ADDN: HOMESTEAD SEC 14	0.482	FIRST NATL BANK OF STANTON		$ 2,184,703
R000035152	208 N A ST	BLK: 031, LOT: 008, ADDN: ORIGINAL TOWN	0.075	FIRST PRESBYTERIAN	E	$ -
R000035151	201 N A ST	BLK: 031, LOT: 007, ADDN: ORIGINAL TOWN	0.115	FIRST PRESBYTERIAN	E	$ -
R000035153	212 N A ST	BLK: 031, LOTS: 009 THRU 11, ADDN: ORIGINAL TOWN	0.31	FIRST PRESBYTERIAN	E	$ -
R000035150	201 N CARRIZO ST	BLK: 031, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	FIRST PRESBYTERIAN	E	$ -
R000051893	906 W INDIANA AV	BLK: 031, LOTS: 009 & 010, ADDN: WEST END	0.321	FIRST PRESBYTERIAN CHURCH	E	$ -
R000035010	201 E OHIO AV	BLK: 010, LOT: E(47X65) OF S1/3, ADDN: ORIGINAL TOWN	0.07	FIRST UNITED METHODIST CHURCH	E	$ -
R000035011	404 N BAIRD ST	BLK: 010, LOT: 003 N/3, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035007	409 N WEATHERFORD ST	BLK: 010, S/3 OF NE/4, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035009	205 E OHIO AV	BLK: 010, LOT: 3 LESS E 47 X 65, ADDN: ORIGINAL TOWN	0.247	FIRST UNITED METHODIST CHURCH	E	$ -
R000035006	411 N WEATHERFORD ST	BLK: 010, N.100 OF NE/4, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035114	301 N MAIN ST	BLK: 025, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	FIRST UNITED METHODIST CHURCH	E	$ -
R000034997	405 N MAIN ST	BLK: 008, S/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000034995	411 N MAIN ST	BLK: 008, N/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035002	401 N BAIRD ST	BLK: 009, E/2 LESS 48 X 80 IN N/PT, ADDN: ORIGINAL TOWN	0.876	FIRST UNITED METHODIST CHURCH	E	$ -
R000034996	407 N MAIN ST	BLK: 008, M/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035001	413 N BAIRD ST	BLK: 009, 48 X 80 IN N/PT OF E/2, ADDN: ORIGINAL TOWN	0.088	FIRST UNITED METHODIST CHURCH	E	$ -
R000035113	300 N MAIN ST	BLK: 024, LOTS: 001 THRU 12, ADDN: ORIGINAL TOWN	2.066	FIRST UNITED METHODIST CHURCH	E	$ -
R000035557	311 S PECOS ST	BLK: 092, LOT: 007, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH		$ 131,930
R000025859	705 N LORAINE ST	BLK: 012, LOT: 004, ADDN: HOMESTEAD, SEC 9	0.321	FIVE SEVEN PROPERTIES LLC		$ 587,550
R000203971	512 N DALLAS ST	BLK: 003, LOT: 002, ADDN: OLD PUEBLO PARK SEC 3	0.103	FLORES OLIVIA F		$ 144,580
R000025925	606 N TERRELL ST	BLK: 021, M 100 OF W/2, ADDN: HOMESTEAD	0.321	FLORES ROSARIO G EST		$ 163,650
R000035277	125 N FORT WORTH ST	BLK: 051, LOTS: 001 THRU 5, ADDN: ORIGINAL TOWN	0.402	FOSTER BRUCE EVAN		$ 343,040
R000035092	303 N DALLAS ST	BLK: 021, LOT: 005, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035091	305 N DALLAS ST	BLK: 021, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035090	307 N DALLAS ST	BLK: 021, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035094	401 E ILLINOIS AV	BLK: 021, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	FOUNDATION FOR M H M R	E	$ -
R000035089	309 N DALLAS ST	BLK: 021, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	FOUNDATION FOR MENTAL HEALTH	E	$ -
R000035005	410 N MAIN ST	BLK: 009, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	FOUR TEN N MAIN INC		$ 243,940
R000035344	0 W WALL ST	BLK: 059, LOT: 009, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 33,690
R000035347	701 W TEXAS AV	BLK: 060, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.689	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 40,030
R000035341	103 N PECOS ST	BLK: 059, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035343	626 W WALL ST	BLK: 059, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 67,380
R000035342	0 N PECOS ST	BLK: 059, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 103,780
R000035558	301 S PECOS ST	BLK: 092, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.803	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 145,880
R000035335	508 W WALL ST	BLK: 058, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 32,887,265

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035379	115 S COLORADO ST	BLK: 065, LOTS: 013 THRU 18, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN II LP		$ 5,634,060
R000035374	303 W WALL ST	BLK: 064, ALL, ADDN: ORIGINAL TOWN	2.066	FRANKLIN MOUNTAIN PERMIAN II LP		$ 49,693,378
R000035316	110 N BIG SPRING ST	BLK: 056, LOT: 014 W.25 OF N.35, ADDN: ORIGINAL TOWN, & N.35 OF LOT 15	0.06	FRANKLIN MOUNTAIN PERMIAN III LP		$ 13,130
R000035319	305 W TEXAS AV	BLK: 056, LOT: 018, ADDN: ORIGINAL TOWN	0.172	FRANKLIN MOUNTAIN PERMIAN III LP		$ 63,090
R000035317	114 N BIG SPRING ST	BLK: 056, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.344	FRANKLIN MOUNTAIN PERMIAN III LP		$ 123,750
R000035315	310 W WALL ST	BLK: 056, LOT 014 S.115 OF W/2 &, ADDN: ORIGINAL TOWN, LT 15	0.198	FRANKLIN MOUNTAIN PERMIAN III LP		$ 18,493,492
R000035311	115 N COLORADO ST	BLK: 056, LOTS: 003 & 4, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035310	115 N COLORADO ST	BLK: 056, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035313	300 W WALL ST	BLK: 056, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.373	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 81,250
R000035314	306 W WALL ST	BLK: 056, LOTS: 13 & 14(E/2), ADDN: ORIGINAL TOWN, ONE WALL PLAZA	0.258	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 20,450,168
R000025862	110 W LOUISIANA AV	BLK: 013, ALL, ADDN: HOMESTEAD	2.066	FRANKLIN MOUNTAIN PERMIAN V LP		$ 10,685,578
R000203975	504 N DALLAS ST	BLK: 003, LOT: 006, ADDN: OLD PUEBLO PARK SEC 3	0.103	FUENTES MEGAN		$ 138,660
R000035183	217 N MAIN ST	BLK: 037, LOT: 002 S/2, ADDN: ORIGINAL TOWN	0.08	FULCRUM PROPERTIES LLC		$ 181,340
R000035004	406 N MAIN ST	BLK: 009, LOTS: 3(N50) & 4(S50), ADDN: ORIGINAL TOWN	0.321	G T PARTNERS		$ 1,118,457
R000034976	509 N TERRELL ST	BLK: 004, LOT: 001 M.50, ADDN: ORIGINAL TOWN	0.161	GALLARDO MARCUS		$ 213,040
R000032399	400 N LAMESA RD	BLK: 006, LOT: 007, ADDN: MOODY	0.161	GALVAN JUANITA RUBIO		$ 48,070
R000214345	808 N WEATHERFORD ST	BLK:007, LOT: 002, ADDN: HOMESTEAD, SEC 12	0.161	GAMINO STEPHANIE		$ 245,110
R000058244	500 N FORT WORTH ST	BLK: 001, LOT: 007, ADDN: OLD PUEBLO PARK	0.112	GARCIA ADRIAN		$ 182,640
R000035021	301 E OHIO AV	BLK: 011, LOT: 003 W.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	GARCIA CEZAR G		$ 180,280
R000035213	306 E ILLINOIS AV	BLK: 040, LOT: 012 E 55, ADDN: ORIGINAL TOWN	0.063	GARCIA ELEACER		$ 37,980
R000035045	411 N MINEOLA ST	BLK: 014, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.072	GARCIA LUPE V		$ 32,990
R000203802	802 N BAIRD ST	BLK: 008, LOT: 002, ADDN: HOMESTEAD, SEC 4	0.182	GARCIA MARTIN SR		$ 29,730
R000025940	600 N DALLAS ST	BLK: 022, LOT: 007, ADDN: HOMESTEAD	0.161	GARCIA TERESA		$ 14,000
R000035225	0 N DALLAS ST	BLK: 042, LOT: 010, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 14,000
R000035220	203 N TERRELL ST	BLK: 042, LOT: 003, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 15,030
R000035226	500 E ILLINOIS AV	BLK: 042, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 70,260
R000035221	507 E FRONT ST	BLK: 042, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.305	GARZA EDWARD T		$ 149,670
R000035219	205 N TERRELL ST	BLK: 042, LOT: 002, ADDN: ORIGINAL TOWN	0.161	GEORGE VELOZ MNGT LP		$ 14,000
R000034999	406 N LORAINE ST	BLK: 008, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	GGB LEASING LP		$ 19,690
R000035000	410 N LORAINE ST	BLK: 008, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	GGB LEASING LP		$ 206,130
R000034998	106 W OHIO AV	BLK: 008, SW/4, ADDN: ORIGINAL TOWN	0.482	GGB LEASING LP		$ 212,830
R000058264	900 W WALL ST	BLK: 013, LOT; 014, ADDN: WEST END SEC 9	0.515	GLASS-JOHNSON HOSPICE HOUSE INC	E	$ -
R000026087	501 N LORAINE ST	BLK: 041, S.100 OF E/2, ADDN: HOMESTEAD	0.321	GOD'S RAINBOW PROMISES FELLOWSHIP	E	$ -
R000041031	921 N MAIN ST	BLK: 002, LOT: 002, ADDN: RICHARDSON ABILENE	0.158	GOLLIHAR JOHN B		$ 65,390
R000025814	0 N WEATHERFORD ST	BLK: 008, E/2 OF SE/4, ADDN: HOMESTEAD	0.241	GOMEZ ELIAS		$ 35,310
R000203801	800 N BAIRD ST	BLK: 008, LOT: 001 W/2, ADDN: HOMESTEAD SEC 4	0.108	GOMEZ ELIAS		$ 196,240
R000035055	403 N MARSHALL ST	BLK: 015, M.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2B)	0.161	GONZALES DANIEL C		$ 14,000
R000035059	400 N MINEOLA ST	BLK: 015, S.50 SW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 3)	0.161	GONZALES DANIEL C		$ 15,220
R000058246	504 N FORT WORTH ST	BLK: 001, LOT: 009, ADDN: OLD PUEBLO PARK	0.115	GONZALES GEORGE M		$ 183,600
R000035079	308 N TERRELL ST	BLK: 019, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GONZALES SAVINO EST		$ 78,770
R000025929	609 N MINEOLA ST	BLK: 021, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	GONZALEZ LYDIA HUITRON		$ 148,430
R000211388	201 E KANSAS AV	BLK: 008, LOT: 001 E/2 , ADDN: HOMESTEAD SEC 4	0.108	GONZALEZ ROBERTO & NORMA		$ 96,390
R000025933	600 N TERRELL ST	BLK: 021, S.50 OF SW/4, ADDN: HOMESTEAD	0.161	GOOL GARY		$ 76,060
R000035100	305 N FORT WORTH ST	BLK: 022, LOT: 004, ADDN: ORIGINAL TOWN	0.161	GOOL GARY		$ 188,570
R000025993	607 N MARIENFELD ST	BLK: 031, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 14,000
R000025996	0 N MARIENFELD ST	BLK: 031, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 36,750
R000025994	604 N PECOS ST	BLK: 031, S.5 OF W.70 OF, ADDN: HOMESTEAD, NW/4 & N.50 OF SW/4	0.169	GRAHAM BUILDING LLC THE		$ 52,900
R000025995	511 W LOUISIANA AV	BLK: 031, W.70 OF NW/4 LESS S.5, ADDN: HOMESTEAD	0.233	GRAHAM BUILDING LLC THE		$ 53,290
R000025998	602 N PECOS ST	BLK: 031, N.56 OF S.100 OF SW/4, ADDN: HOMESTEAD	0.18	GRAHAM BUILDING LLC THE		$ 53,880
R000025999	600 N PECOS ST	BLK: 031, S.44 OF SW/4, ADDN: HOMESTEAD	0.141	GRAHAM BUILDING LLC THE		$ 54,500

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000025992	601 N MARIENFELD ST	BLK: 031, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	GRAHAM BUILDING LLC THE		$ 3,723,110
R000014588	700 W LOUISIANA AV	BLK: 001, LOTS: 021 THRU 26, ADDN: COUNTRY CLUB, HEIGHTS	1.207	GREAT WESTERN DRLG		$ 2,127,200
R000025858	710 N COLORADO ST	BLK: 012, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	GRIMES AMY ET AL		$ 184,040
R000052043	707 W INDIANA AV	BLK: 050, LOT: 001, ADDN: WEST END	0.161	GROVER DAVID B		$ 84,670
R000035555	0 S MARIENFELD ST	BLK: 092, LOT: 005, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 19,690
R000035556	504 W KENTUCKY AV	BLK: 092, LOT: 006, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 36,750
R000035057	406 N MINEOLA ST	BLK: 015,N.50 SW/4, ADDN: ORIGINAL TOWN, (AKA W/2 OF N.50 OF, 3 & E/2 OF N.50 OF 3)	0.16	GUAJARDO MARGARITA L		$ 13,940
R000035058	404 N MINEOLA ST	BLK: 015, SW/4(N50 OF S100), ADDN: ORIGINAL TOWN, (AKA N50 S100 OF 3)	0.161	GUAJARDO MARGARITA L		$ 14,000
R000035062	408 N MINEOLA ST	BLK: 015, S.50 NW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 4)	0.161	GUAJARDO MARGARITA L		$ 83,890
R000035074	307 N MINEOLA ST	BLK: 019, LOTS: 003 & 4 E/2, ADDN: ORIGINAL TOWN	0.161	GUERRERO VALERIO		$ 19,010
R000035280	321 E WALL ST	BLK: 051, LOTS: 010 THRU 12 E.100, ADDN: ORIGINAL TOWN, LESS RIGHT OF WAY	0.172	GUZMAN AGAPITO		$ 37,830
R000026096	0 N MAIN ST	BLK: 043, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.20 OF NW/4	0.225	HARTMAN DOYLE		$ 42,260
R000026095	500 N MAIN ST	BLK: 043, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	HARTMAN DOYLE		$ 383,490
R000041043	910 N LORAINE ST	BLK: 002, LOT: 017, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041044	912 N LORAINE ST	BLK: 002, LOT: 018, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041042	814 N LORAINE ST	BLK: 002, LOT: 016, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 66,950
R000035085	523 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) E.90, ADDN: ORIGINAL TOWN	0.207	HATFIELD DEREK W		$ 87,780
R000035086	509 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) W.50, ADDN: ORIGINAL TOWN	0.115	HATFIELD DEREK W		$ 103,270
R000035223	204 N DALLAS ST	BLK: 042, LOT: 008, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000035224	206 N DALLAS ST	BLK: 042, LOT: 009, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000052049	810 W KENTUCKY AV	BLK: 050, LOT: 6(69X126 SW COR), ADDN: WEST END	0.352	HENDERSON VERA P		$ 159,320
R000035076	607 E ILLINOIS AV	BLK: 019, LOTS: 003 THRU 6 W/2, ADDN: ORIGINAL TOWN	0.321	HERB ERNEST		$ 56,000
R000035075	617 E ILLINOIS AV	BLK: 019, LOTS: 005 & 6 E/2, ADDN: ORIGINAL TOWN	0.161	HERB ERNEST		$ 177,910
R000025942	606 N DALLAS ST	BLK: 022, LOT: 009, ADDN: HOMESTEAD	0.161	HEREDIA MARIA		$ 14,000
R000025825	802 N MAIN ST	BLK: 009, LOT: 008, ADDN: HOMESTEAD	0.161	HERNANDEZ AMABELIA		$ 157,320
R000025805	803 N FORT WORTH ST	BLK: 007, S.75 OF N.250 OF E/2, ADDN: HOMESTEAD	0.241	HERNANDEZ CRUZ		$ 125,810
R000025938	603 N TERRELL ST	BLK: 022, LOT: 005, ADDN: HOMESTEAD	0.161	HERNANDEZ EFRAIN		$ 141,010
R000035043	408 N DALLAS ST	BLK: 013, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	HERNANDEZ JERARDO		$ 14,000
R000203972	510 N DALLAS ST	BLK: 003, LOT: 003, ADDN: OLD PUEBLO PARK SEC 3	0.103	HERNANDEZ JOAQUINA		$ 142,090
R000025934	611 N TERRELL ST	BLK: 022, LOT: 001, ADDN: HOMESTEAD	0.161	HERNANDEZ JOHNNY		$ 14,000
R000205485	608 N FORT WORTH ST	BLK: 023, S 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	HERNANDEZ JUAN AND LUZ		$ 185,590
R000041034	911 N MAIN ST	BLK: 002, LOT: 006, ADDN: RICHARDSON ABILENE	0.158	HERRERA FRANCISCO		$ 191,240
R000051889	903 W MISSOURI AV	BLK: 031, LOT: 003, ADDN: WEST END	0.161	HERRMANN KEVIN AND AMANDA		$ 33,690
R000051888	901 W MISSOURI AV	BLK: 031, LOTS: 001 & 2, ADDN: WEST END	0.321	HERRMANN KEVIN AND AMANDA		$ 116,250
R000216162	201 S C ST	BLK: 031, LOT: 013 , ADDN: WEST END, SEC: 22	0.479	HERRMANN KEVIN AND AMANDA		$ 926,010
R000035040	402 N DALLAS ST	BLK: 013, LOT: 003 S.55 OF N.100, ADDN: ORIGINAL TOWN	0.177	HIGGINS JAMEE L		$ 217,610
R000026076	507 N COLORADO ST	BLK: 040, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 14,000
R000026077	511 N COLORADO ST	BLK: 040, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 16,720
R000026082	505 N COLORADO ST	BLK: 040, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 44,710
R000026078	509 N COLORADO ST	BLK: 040, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 64,380
R000025945	600 N FORT WORTH ST	BLK: 023, S.50 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000025953	602 N FORT WORTH ST	BLK: 023, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000035101	0 N FORT WORTH ST	BLK: 022, LOT: 005, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 19,690
R000035103	311 E ILLINOIS AV	BLK: 022, LOT: 006, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 136,040
R000026122	600 W OHIO AV	BLK: 048, ALL, ADDN: HOMESTEAD	2.066	HUGHES DEVELOPMENT LLC		$ 1,176,110
R000035325	401 W TEXAS AV	BLK: 057, LOTS: 1; 2(E90) & 3, ADDN: ORIGINAL TOWN	0.367	INDUSPAD MIDLAND CHARMS LLC		$ 600,000
R000025954	308 E LOUISIANA AV	BLK: 024, E/2 ALL (AKA 1 THRU 6), ADDN: HOMESTEAD	0.964	JACKSON LEILA GHAI		$ 113,830
R000209690	701 N LORAINE ST	BLK: 012, LOT: 003, ADDN: HOMESTEAD, SEC 9	0.347	JAMESON FAMILY PARTNERSHIP LP		$ 30,250
R000035041	404 N DALLAS ST	BLK: 013, N.45 OF SW/4, ADDN: ORIGINAL TOWN	0.145	JARAMILLO JENNIFER		$ 205,620
R000026073	506 N MARIENFELD ST	BLK: 039, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	JKL 20 LP		$ 24,750

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035327	113 N BIG SPRING ST	BLK: 057, LOT: 004 S/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 20,340
R000035326	111 N BIG SPRING ST	BLK: 057, LOT: 004 N/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 116,890
R000035328	400 W WALL ST	BLK: 057, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	JLC LLC		$ 1,269,530
R000025991	501 W LOUISIANA AV	BLK:031, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	JOB RESIDENCES LLC		$ 570,990
R000109947	701 N WEATHERFORD ST	BLK: 015, LOT: 006, ADDN: HOMESTEAD SEC 3	0.172	JOHNSON LAVONDA E		$ 163,470
R000035033	410 N FORT WORTH ST	BLK: 012, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	JOHNSON ROSEMARY E		$ 85,530
R000025958	0 N BAIRD ST	BLK: 025, N/99.48 OF W/2, ADDN: HOMESTEAD	0.32	JONES JERRY		$ 27,850
R000025965	0 N WEATHERFORD ST	BLK: 025, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025964	0 N WEATHERFORD ST	BLK: 025, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025962	607 N WEATHERFORD ST	BLK: 025, S.53 OF NE/4, ADDN: HOMESTEAD	0.17	JONES JERRY L		$ 20,870
R000035139	500 W ILLINOIS AV	BLK: 029, E/2, ADDN: ORIGINAL TOWN	0.964	KAUFMAN KITTRIDGE LP ET AL		$ 28,605,080
R000052048	0 W INDIANA AV	BLK: 050, LOT: 005, ADDN: WEST END	0.193	KEA BUILDERS LLC		$ 33,600
R000052047	713 W INDIANA AV	BLK: 050, LOT: 004, ADDN: WEST END	0.138	KEA BUILDERS LLC		$ 596,020
R000051788	806 W MISSOURI AV	BLK: 015, LOT: 009, ADDN: WEST END	0.161	KIMBROUGH ENGINEERING COMPANY LLC		$ 50,750
R000051789	800 W MISSOURI AV	BLK: 015, LOTS: 010 THRU 12 S.75, ADDN: WEST END	0.258	KIMBROUGH ENGINEERING COMPANY LLC		$ 157,590
R000035367	401 W WALL ST	BLK: 063, LOTS: 001 THRU 3 & 11 &, ADDN: ORIGINAL TOWN, 12 E.35	0.631	KINCO PARTNERS LTD		$ 4,487,380
R000025960	609 N WEATHERFORD ST	BLK: 025, N97 OF NE/4, ADDN: HOMESTEAD	0.312	KMISS LLC		$ 78,810
R000035019	401 N FORT WORTH ST	BLK: 011, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	KMISS LLC		$ 129,960
R000025879	706 N WEATHERFORD ST	BLK: 016, S. 50 OF NW/4 & ALL OF, ADDN: HOMESTEAD, SW/4	0.643	KMISS LLC		$ 228,890
R000035345	619 W TEXAS AV	BLK: 059, LOT: 010 E.86 OF S.40, ADDN: ORIGINAL TOWN, & W.54 OF 10 THRU 12	0.265	L & L AUSTEX LLC		$ 696,030
R000025931	0 N MINEOLA ST	BLK: 021, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	LAABS DAVIS		$ 14,000
R000058248	508 N FORT WORTH ST	BLK: 001, LOT: 011, ADDN: OLD PUEBLO PARK	0.115	LANGSTON RACHEL MACKENZIE		$ 190,590
R000025956	604 N WEATHERFORD ST	BLK: 024, ALL OF SW/4, ADDN: HOMESTEAD	0.482	LARSON HOLDINGS LLC		$ 193,340
R000025868	0 N MAIN ST	BLK: 014, S.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025866	710 N MAIN ST	BLK: 014, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025867	708 N MAIN ST	BLK: 014, N.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,560
R000035035	407 N TERRELL ST	BLK: 013, S/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 55,060
R000035038	405 N TERRELL ST	BLK: 013, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 216,780
R000035034	508 E TENNESSEE AV	BLK: 013, N/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN-GARCIA PARTNERS		$ 21,000
R000025928	607 N MINEOLA ST	BLK: 021, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	LEWIS LOVIE		$ 24,520
R000035044	410 N DALLAS ST	BLK: 013, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	LLENZA CHARLOTTE A		$ 14,000
R000047940	412 N TERRELL ST	BLK: 001, LOT: 001, ADDN: TENNESSEE SEC 1	0.257	LONE STAR FLOORING SERVICES LLC		$ 208,140
R000025976	107 W LOUISIANA AV	BLK: 027, E.70 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	LONG SARAH M		$ 167,800
R000025809	802 N WEATHERFORD ST	BLK: 007, SW/4, ADDN: HOMESTEAD	0.482	LOPEZ ISABELLE TERESA		$ 324,210
R000034978	505 N TERRELL ST	BLK: 004, LOT: 002 N.50, ADDN: ORIGINAL TOWN	0.161	LOPEZ JASMINE F		$ 68,990
R000034957	503 N LAMESA RD	BLK: 002, M.50 OF SE/4 LESS, ADDN: ORIGINAL TOWN, TRI ON E SIDE	0.142	LOPEZ JESSE RODRIGUEZ		$ 12,360
R000034956	0 N LAMESA RD	BLK: 002, W PT OF N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.112	LOPEZ JESSE RODRIGUEZ		$ 13,590
R000034959	501 N MARSHALL ST	BLK 002, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LOPEZ JESSE RODRIGUEZ		$ 21,160
R000035061	410 N MINEOLA ST	BLK: 015, N.100 NW/4, ADDN: ORIGINAL TOWN, (AKA N.100 OF LOT 4)	0.321	LOPEZ REYMUNDO		$ 32,460
R000035188	200 N LORAINE ST	BLK: 037, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	LORAINE AT TEXAS		$ 26,408,990
R000052050	802 W KENTUCKY AV	BLK: 050, LOT: 007, ADDN: WEST END	0.153	LOUIS E INVESMENTS LLC		$ 48,190
R000052051	800 W KENTUCKY AV	BLK: 050, LOT: 008, ADDN: WEST END	0.158	LOUIS E INVESMENTS LLC		$ 49,990
R000052046	711 W INDIANA AV	BLK: 050, LOT: 003, ADDN: WEST END	0.149	LOUIS E INVESMENTS LLC		$ 221,170
R000032444	1109 E FRONT ST	BLK: 014, LOT: 001, 002 & 003 E/2, ADDN: MOODY	0.294	LOZANO OSBALDO		$ 174,260
R000035382	112 S LORAINE ST	BLK: 065, LOTS: 022 THRU 24, ADDN: ORIGINAL TOWN	0.241	LS BRENTWAY LLC		$ 834,620
R000041030	923 N MAIN ST	BLK: 002, LOT: 001, ADDN: RICHARDSON ABILENE	0.158	LUEVANOS JOSE LUIS		$ 78,700
R000224149	405 N FORT WORTH ST	BLK:011, LOT:005, ADDN: ORIGINAL TOWN	0.16	LUPITA HOMES CONSTRUCTION		$ 13,900
R000026079	502 N BIG SPRING ST	BLK: 040, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.75 OF NW/4	0.402	LWM COMMERCIAL PROPERTIES LTD		$ 450,400
R000051901	206 N A ST	BLK: 032, LOT: 004, ADDN: WEST END	0.177	M I S D	E	$ -
R000051900	204 S A ST	BLK: 032, LOT: 003, ADDN: WEST END	0.177	M I S D	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035544	0 S PECOS ST	BLK: 090, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN, MASHBURN BLDG PKLT	0.482	M I S D	E	$ -
R000035545	615 W MISSOURI AV	BLK: 090, LOTS: 007 THRU 12 & PT, ADDN: ORIGINAL TOWN, CARRIZO ST ADJ TO W/SIDE, SCH: ADMINSTRATION BLDG	1.18	M I S D	E	$ -
R000026104	401 N COLORADO ST	BLK: 045, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	M&M PROPERTIES		$ 299,320
R000035039	400 N DALLAS ST	BLK: 013, LOT: 003 S.50, ADDN: ORIGINAL TOWN	0.161	MADRID MARIA GONZALES		$ 67,170
R000025813	811 N WEATHERFORD ST	BLK: 008, N.50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES CATRINA		$ 46,220
R000203113	811 N WEATHERFORD ST	BLK: 008, E/2 OF N50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES ELIZABETH		$ 43,990
R000025817	818 N BAIRD ST	BLK: 008, N.200 OF W/2, ADDN: HOMESTEAD	0.643	MAGALLANES FRANCO		$ 100,250
R000035194	218 N MAIN ST	BLK: 038, LOT: 012 N/2, ADDN: ORIGINAL TOWN (UNIT # A)	0.027	MAIN STREET HOLDINGS AB LLC		$ 194,780
R000025967	605 N BAIRD ST	BLK:026, S.36 OF NE/4, ADDN: HOMESTEAD	0.116	MALDONADO DORA EST		$ 38,830
R000025966	108 E LOUISIANA AV	BLK: 026, N.114 OF NE/4, ADDN: HOMESTEAD	0.366	MALDONADO DORA EST		$ 125,100
R000025969	111 E MICHIGAN AV	BLK:026, SE/4, ADDN: HOMESTEAD	0.482	MALDONADO DORA EST		$ 223,870
R000032396	405 N LEE ST	BLK: 006, LOT: 004, ADDN: MOODY	0.161	MALDONADO JUAN A		$ 48,820
R000014585	718 W LOUISIANA AV	BLK: 001, LOTS: 16(E/2) & 17, ADDN: COUNTRY CLUB, HEIGHTS	0.241	MANULIK MATTHEW C		$ 107,620
R000041049	108 W KANSAS AV	BLK: 002, LOT: 023, ADDN: RICHARDSON ABILENE	0.161	MAROC INDUSTRIES LLC		$ 157,720
R000052044	709 W INDIANA AV	BLK: 050, LOT: 002 E.50, ADDN: WEST END	0.152	MARTIN WATER LABORATORIES INC		$ 167,830
R000052045		BLK: 050, LOT: 002 W.5, ADDN: WEST END	0.015	MARTIN WATER LABORATORIES INC.		$ 2,650
R000035031	406 N FORT WORTH ST	BLK: 012, LOT: 004 S.50, ADDN: ORIGINAL TOWN	0.161	MARTINEZ JAVIER		$ 14,000
R000025803	807 N FORT WORTH ST	BLK: 007, S.50 OF N.125 OF E/2, ADDN: HOMESTEAD	0.161	MARTINEZ JAVIER		$ 58,110
R000035025	406 E TENNESSEE AV	BLK: 012, LOT: 001 W.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ JAVIER		$ 149,310
R000035024	406 E TENNESSEE AV	BLK: 012, LOT: 001 E.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ PETRA		$ 10,500
R000032404	410 N LAMESA RD	BLK: 006, LOT: 012, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 18,940
R000032403	408 N LAMESA RD	BLK: 006, LOT: 011, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 19,750
R000025927	610 N TERRELL ST	BLK: 021, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MASTER MATILDE REYES		$ 24,940
R000051896	900 W INDIANA AV	BLK: 031, LOT: S.42.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.098	MATS MAINTENANCE		$ 57,140
R000025841	700 N MARIENFELD ST	BLK: 010, S.50 OF W/2, ADDN: HOMESTEAD	0.161	MC ANDREW MIKE		$ 197,590
R000052052	705 W KENTUCKY AV	BLK: 051, LOTS: 1-4 & TRI(W/SD), ADDN: WEST END	0.738	MCCONAUGHEY GEORGANNE HURT		$ 273,080
R000035381	120 S LORAINE ST	BLK: 065, LOT: 021, ADDN: ORIGINAL TOWN	0.08	MEADOWS HENRY EDWARD JR ET AL		$ 14,970
R000035380	120 S LORAINE ST	BLK: 065, LOTS: 019 & 20, ADDN: ORIGINAL TOWN	0.161	MEADOWS HENRY EDWARD JR ET AL		$ 50,150
R000014584	724 W LOUISIANA AV	BLK: 001, LOTS: 14 & 15 & 16(W/2), ADDN: COUNTRY CLUB, HEIGHTS	0.402	MEISSNER MARTIN C REVO LIV TR EST		$ 194,540
R000025930	608 N TERRELL ST	BLK: 021, M.50 OF NW/4, ADDN: HOMESTEAD	0.161	MELENDEZ VIRGINIA		$ 160,170
R000034992	504 N WEATHERFORD ST	BLK: 006,N.150 & S.100 OF SW/4, ADDN: ORIGINAL TOWN	0.803	MIDLAND ACADEMY CHARTER SCHOOL	E	$ -
R000026097	500 N BAIRD ST	BLK: 044, ALL, ADDN: HOMESTEAD	2.066	MIDLAND ACADEMY CHARTER SCHOOL INC	E	$ -
R000025963	601 N WEATHERFORD ST	BLK: 025, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND BUSINESS CENTER LLC		$ 19,690
R000025959	600 N BAIRD ST	BLK: 025, S.200.52 OF W/2, ADDN: HOMESTEAD	0.644	MIDLAND BUSINESS CENTER LLC		$ 986,820
R000026068	500 W TENNESSEE AV	BLK: 038, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND CC DEVELOPMENT LLC		$ 56,000
R000026118	405 N MARIENFELD ST	BLK: 047, NE/4, ADDN: HOMESTEAD	0.482	MIDLAND CC DEVELOPMENT LLC		$ 1,235,760
R000035128	310 W ILLINOIS AV	BLK: 027, LOTS: 13A, ADDN: ORIGINAL TOWN, SEC 3	0.448	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000035127	301 N COLORADO ST	BLK: 027, LOTS: 07A, ADDN: ORIGINAL TOWN, SEC 3	0.451	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034954	507 N LAMESA RD	BLK: 002, S.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034953	507 N LAMESA RD	BLK: 002, M.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034968	501 N MINEOLA ST	BLK: 003, LOTS: 005&6 AKA (S 2/3, ADDN: ORIGINAL TOWN, OF SE/4)	0.321	MIDLAND CITY OF	E	$ -
R000035187	0 N MAIN ST	BLK: 037, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000025980	0 N COLORADO ST	BLK: 028, W/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -
R000035276	406 E TEXAS AV	BLK: 050, ALL, ADDN: ORIGINAL TOWN	0.985	MIDLAND CITY OF	E	$ -
R000017754	900 N BIG SPRING ST	BLK: 018, LOT: 002, ADDN: ELMWOOD SEC 2, VOLUNTEER PARK	0.501	MIDLAND CITY OF	E	$ -
R000217757	106 W WALL ST	BLK: 054, LOT:01A ADDN: ORIGINAL TOWN, SEC 14	1.514	MIDLAND CITY OF	E	$ -
R000217756	105 N MAIN ST	BLK: 054, LOT 02A: ADDN: ORIGINAL TOWN, SEC 14,	1.432	MIDLAND CITY OF	E	$ -
R000025979	601 N LORAINE ST	BLK: 028, E/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035115	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000035115	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000217758	200 W WALL ST	BLK: 055, LOT: 001A, ADDN: ORIGINAL TOWN, SEC 14	2.066	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035093	407 E ILLINOIS AV	BLK: 021, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CO REPUBLICAN PARTY		$ 56,890
R000035181	105 W ILLINOIS AV	BLK: 037, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND COMMUNITY COLLEGE DISTRICT	E	$ -
R000034939	611 N LAMESA RD	BLK: 001, LOT: 001, ADDN: ORIGINAL TOWN	0.107	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000185323		COMMON AREA A &,PUBLIC UTILITY EASEMENT,ADDN: OLD PUEBLO PARK	0.837	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035540	208 S MARIENFELD ST	BLK: 089, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035541	0 S PECOS ST	BLK: 089, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000025878	701 N FORT WORTH ST	BLK: 016, E/2, ADDN: HOMESTEAD	0.964	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035176	208 N COLORADO ST	BLK: 036, LOTS: 010 THRU 15 (NORTH, ADDN: ORIGINAL TOWN, PARTS) & 7 O/O LOT 9	0.273	MIDLAND COMMUNITY THEATER	E	$ -
R000025977	605 N MAIN ST	BLK: 027, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025810	801 N FORT WORTH ST	BLK: 007, S.50 OF E/2, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025974	0 N MAIN ST	BLK:027, E/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000026094	514 N MAIN ST	BLK: 043, N.130 OF NW/4, ADDN: HOMESTEAD	0.418	MIDLAND COUNTY	E	$ -
R000185297	0 N BAIRD ST	BLK: 043, N 185.7' OF E/2,ADDN: HOMESTEAD	0.597	MIDLAND COUNTY	E	$ -
R000025971	0 N MAIN ST	BLK: 026, SW/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000025978	601 N MAIN ST	BLK: 027, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035565	200 W FRONT ST	BLK: 095, (51000 SQ FT), ADDN: ORIGINAL TOWN	1.171	MIDLAND COUNTY	E	$ -
R000035197	213 N WEATHERFORD ST	BLK: 039, LOT: 003 & N/2 OF LOT 4, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000052206	800 W FRONT ST	BLK: 67 1/2, LOT: ALL, ADDN: WEST END	0.2	MIDLAND COUNTY	E	$ -
R000026088	509 N LORAINE ST	BLK: 041, N.100 OF E/2, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035529	301 W MISSOURI AV	BLK: 087, LOTS: 1-5(LESS E/2), ADDN: ORIGINAL TOWN, OF 87 PLUS	0.964	MIDLAND COUNTY	E	$ -
R000035190	200 N MAIN ST	BLK: 038, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000026092	500 N LORAINE ST	BLK: 042, ALL, ADDN: HOMESTEAD	2.066	MIDLAND COUNTY	E	$ -
R000025989	0 N COLORADO ST	BLK: 029, S.175 OF E/2, ADDN: HOMESTEAD	0.562	MIDLAND COUNTY		$ 110,260
R000035168	210 N BIG SPRING ST	BLK: 035, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	MIDLAND DEVELOPMENT CORP	E	$ -
R000211781	211 N COLORADO ST	BLK: 035, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 8	0.635	MIDLAND DEVELOPMENT CORP	E	$ -
R000035166	304 W TEXAS AV	BLK: 035, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND DEVELOPMENT CORP	E	$ -
R000035209	303 E TEXAS AV	BLK: 040, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	MIDLAND HABITAT FOR HUMANITY	E	$ -
R000035207	205 N FORT WORTH ST	BLK: 040, LOT: 004, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035206	207 N FORT WORTH ST	BLK: 040, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035204	312 E ILLINOIS AV	BLK: 040, LOT: 001 & 002, ADDN: ORIGINAL TOWN	0.321	MIDLAND YACHT CLUB LLC		$ 162,350
R000035178	214 N COLORADO ST	BLK: 036, LOT: 017 S/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035179	216 N COLORADO ST	BLK: 036, LOT: 017 N/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035177	212 N COLORADO ST	BLK: 036, LOT: 016, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035180	220 N COLORADO ST	BLK: 036, LOT: 018, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035172	207 N LORAINE ST	BLK: 036, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035171	209 N LORAINE ST	BLK: 036, LOT: 002, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035170	211 N LORAINE ST	BLK: 036, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 25,270
R000035173	200 W TEXAS AV	BLK: 036, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.149	MIDLAND YUCCA REALTY INC		$ 30,860
R000035174	206 W TEXAS AV	BLK: 036, LOTS: 006 THRU 8 & E.18, ADDN: ORIGINAL TOWN, OF LOT 9	0.278	MIDLAND YUCCA REALTY INC		$ 58,580
R000035175	212 W TEXAS AV	BLK: 036, LOT: 009 W.7 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 10 THRU 15 LESS N.PT	0.195	MIDLAND YUCCA REALTY INC		$ 3,429,494

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035330	106 N MARIENFELD ST	BLK: 057, LOT: 009, ADDN: ORIGINAL TOWN	0.161	MIDLANDMC LLC		$ 88,500
R000025837	0 N MARIENFELD ST	BLK: 010, S.50 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025833	710 N MARIENFELD ST	BLK: 010, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025846	0 N MARIENFELD ST	BLK: 010, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 19,690
R000025842	0 N MARIENFELD ST	BLK: 010, M.100 OF W/2, ADDN: HOMESTEAD	0.321	MIDPAR LTD		$ 39,380
R000026001	0 N MARIENFELD ST	BLK: 31A, LOT: 001A, ADDN: HOMESTEAD SEC 6	1.536	MIDPAR LTD		$ 83,640
R000025990	600 N MARIENFELD ST	BLK: 030, ALL, ADDN: HOMESTEAD	2.066	MIDPAR LTD		$ 34,470,266
R000035324	405 W TEXAS AV	BLK: 057, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	MILLER ROBERT REECE		$ 29,060
R000035680		BLK: 112 .06 AC TR N.,SIDE OF FRONT & PECOS,ADDN: ORIGINAL TOWN	0.064	MISSOURI PACIFIC RR CO		$ 5,550
R000035548	610 W KENTUCKY AV	BLK: 091, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.504	MJL CORP		$ 204,200
R000214854	901 N MAIN ST	BLK: 002, LOT: 008, ADDN: RICHARDSON ABILENE	0.158	MOCTEZUMA NICOLAS		$ 220,870
R000034970	500 N TERRELL ST	BLK: 003, SW/4 LESS S.75, ADDN: ORIGINAL TOWN	0.241	MONARREZ LAURA G		$ 138,760
R000025819	809 N BAIRD ST	BLK: 009, N.75 OF NE/4, ADDN: HOMESTEAD, (AKA 1 & N/2 OF 2)	0.241	MONTOYA ARMIDA		$ 98,820
R000026120	403 N MARIENFELD ST	BLK: 047, N.70 OF SE/4, ADDN: HOMESTEAD	0.225	MOORE WAYNE AND JO ANN	E	$ -
R000214344	810 N WEATHERFORD ST	BLK:007, LOT: 001 ADDN: HOMESTEAD, SEC 12	0.162	MORALES CESAR GUADALUPE		$ 241,970
R000017947	805 N LORAINE ST	BLK: 001, LOT: 003 E.115, ADDN: ESTES	0.132	MORALES EDUARDO ET AL		$ 242,880
R000025829	806 N MAIN ST	BLK: 009, LOT: 10(S50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE A		$ 175,450
R000025830	808 N MAIN ST	BLK: 009, LOT: 11(M50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE ANTONIO		$ 24,080
R000109946	703 N WEATHERFORD ST	BLK: 015, LOT: 005, ADDN: HOMESTEAD SEC 3	0.172	MORIN DANIEL ANTHONY		$ 163,470
R000025944	500 E LOUISIANA AV	BLK: 022, LOTS: 010;011 & 012, ADDN: HOMESTEAD	0.482	MR PROPERTY HOLDINGS LLC		$ 488,150
R000035378	223 W WALL ST	BLK: 065, LOT: 009 W.24.25 & ALL, ADDN: ORIGINAL TOWN, OF LOTS 10 THRU 12	0.296	MT223 LLC		$ 8,866,995
R000211116	400 N FORT WORTH ST	BLK: 012, LOT: 003 S.68, ADDN: ORIGINAL TOWN	0.219	MUNOZ PEDRO		$ 44,530
R000035030	400 N FORT WORTH ST	BLK: 012, LOT: 003 N.82, ADDN: ORIGINAL TOWN	0.263	MUNOZ PEDRO		$ 182,650
R000017667	600 W LOUISIANA AV	BLK: 001, LOT: 018, ADDN: ELMWOOD SEC 4	2.15	MY COMMUNITY FEDERAL CREDIT UNION		$ 2,500,000
R000109950	704 N BAIRD ST	BLK: 015, LOT: 009, ADDN: HOMESTEAD SEC 3	0.172	NAJERA AGAPITO JR		$ 155,360
R000035003	400 N MAIN ST	BLK: 009, S.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	NAVIGATOR OIL & MINERALS INC		$ 166,560
R000051770	908 W WALL ST	BLK: 013, LOT: 7(S96) & 8(W46), ADDN: WEST END, LOT 8(LESS N47 OF W23)	0.236	NELSON ROY E		$ 163,170
R000034979	515 E TENNESSEE AV	BLK: 004, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	NLA LIVING TRUST		$ 113,930
R000035284	300 E TEXAS AV	BLK: 051, LOTS: 018 THRU 24, ADDN: ORIGINAL TOWN	0.562	NNN REIT LP		$ 285,500
R000035120	310 N COLORADO ST	BLK: 026, LOT: 011, ADDN: ORIGINAL TOWN	0.161	NOLLEY CAMILA O		$ 870,130
R000218744	504 N A ST	BLK: 035, LOT: 001 , ADDN: HOMESTEAD, SEC 16	1.33	NORTH A & TENNESSEE	E	$ -
R000035012	408 N BAIRD ST	BLK: 010, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035013	410 N BAIRD ST	BLK: 010, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035193	212 N MAIN ST	BLK: 038, LOTS: 10(N/2) & 11, ADDN: ORIGINAL TOWN	0.241	NORTH MAIN LLC		$ 626,210
R000035133	400 W ILLINOIS AV	BLK: 028, LOT: 003 S/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 4 THRU 6	0.562	NORTH WATERFRONT-TEXAS LLC		$ 21,527,274
R000026111	410 W OHIO AV	BLK: 046, SW/4, ADDN: HOMESTEAD	0.482	O NEILL LEASING CO		$ 1,313,124
R000025822	801 N BAIRD ST	BLK: 009, LOT: 005 W/2 & ALL OF 6, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 60,050
R000025821	805 N BAIRD ST	BLK: 009, LOT: 004 & N/2 OF LOT 5, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 62,840
R000017945	202 W KANSAS AV	BLK: 001, LOT: 001 & 2 LESS W.69, ADDN: ESTES	0.229	OCHOA VICTOR R		$ 205,320
R000026067	0 N MARIENFELD ST	BLK: 038, N/3 OF SE/4, ADDN: HOMESTEAD	0.161	OGX REAL ESTATE LLC		$ 19,690
R000026109	400 N MARIENFELD ST	BLK: 046, NW/4, ADDN: HOMESTEAD	0.482	OGX REAL ESTATE LLC		$ 1,240,930
R000035282	301 E WALL ST	BLK: 051, LOTS: 013 THRU 15 W.75, ADDN: ORIGINAL TOWN	0.129	OK CARIOCA LLC		$ 98,640
R000058243	501 N DALLAS ST	BLK: 001, LOT: 006, ADDN: OLD PUEBLO PARK	0.112	OLIVAREZ NOEMI		$ 185,420
R000025869	701 N BAIRD ST	BLK:014, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS MARTINA L		$ 96,370
R000025865	707 N BAIRD ST	BLK: 014, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 14,000
R000025871	703 N BAIRD ST	BLK 014, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 49,250
R000025870	705 N BAIRD ST	BLK: 014, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 57,370
R000041040	810 N LORAINE ST	BLK: 002, LOT: 014, ADDN: RICHARDSON ABILENE	0.158	ONTIVEROS SEVERIANA		$ 74,160
R000109944	707 N WEATHERFORD ST	BLK: 015, LOT: 003, ADDN: HOMESTEAD SEC 3	0.172	OUDEMS LATOYA DENISE		$ 187,250
R000025950	601 N DALLAS ST	BLK: 023, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	PACHECO SANDRA C		$ 182,290

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035131		BLK: 027, LOTS: 023 & 24, ADDN: ORIGINAL TOWN	0.161	PACHUCO LLC		$ 31,000
R000035130	316 N BIG SPRING ST	BLK: 027, LOT: 022, ADDN: ORIGINAL TOWN	0.08	PACHUCO LLC		$ 93,980
R000035216	401 E TEXAS AV	BLK: 041, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	PATEL MOHANBHAI BALUBHAI ET AL		$ 115,548
R000034967	503 N MINEOLA ST	BLK: 003, LOT: 4(AKA N/3 OF SE/4), ADDN: ORIGINAL TOWN	0.161	PATILLO ARTHUR ETAL		$ 14,000
R000035119	308 N COLORADO ST	BLK: 026, LOT: 008 N/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.402	PEGASUS BUILDING MNGT LLC		$ 668,150
R000109951	706 N BAIRD ST	BLK: 015, LOT: 010, ADDN: HOMESTEAD SEC 3	0.172	PEREZ NOEMI N		$ 157,940
R000051902	208 S A ST	BLK: 032, LOT: S 59.5 OF E/2, ADDN: WEST END	0.191	PERMIAN BASIN OFFICE PRODUCTS INC		$ 239,800
R000035186	203 N MAIN ST	BLK: 037, LOT: 005, ADDN: ORIGINAL TOWN	0.161	PERMIAN BASIN PUBLIC TELECOM INC	E	$ -
R000035346	617 W TEXAS AV	BLK: 059, LOT: 010 N.10 OF E.86, ADDN: ORIGINAL TOWN, & E 86 OF 11 & 12	0.217	PERMIAN COURT REPORTERS INC		$ 45,530
R000035338	605 W TEXAS AV	BLK: 059, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	PERMIAN COURT REPORTERS INC		$ 64,140
R000035135	306 N MARIENFELD ST	BLK: 028, LOT: 010 S/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035136	306 N MARIENFELD ST	BLK: 028, LOT: 010 N/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035137	308 N MARIENFELD ST	BLK: 028, LOT: 011, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 19,730
R000035138	310 N MARIENFELD ST	BLK: 028, LOT: 012, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 75,890
R000035132	311 N BIG SPRING ST	BLK: 028, LOTS: 001 & 2 & N/2 OF 3, ADDN: ORIGINAL TOWN	0.402	PERMIAN RESOURCES CORPORATION LLC		$ 1,612,420
R000035134	300 N MARIENFELD ST	BLK: 028, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	PERMIAN RESOURCES CORPORATION LLC		$ 19,948,339
R000035364	510 W MISSOURI AV	BLK: 062, LOT: 007 & S.20 OF 8, ADDN: ORIGINAL TOWN	0.225	PETROLEUM CLUB OF MIDLAND		$ 37,360
R000035365	107 S PECOS ST	BLK: 062, LOT: 008 N.30 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.418	PETROLEUM CLUB OF MIDLAND		$ 113,750
R000035362	501 W WALL ST	BLK: 062, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND		$ 1,458,980
R000035363	106 S MARIENFELD ST	BLK: 062, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND INC		$ 250,430
R000058240	507 N DALLAS ST	BLK: 001, LOT: 003, ADDN: OLD PUBELO PARK	0.115	PINA LAURA		$ 175,960
R000035348	702 W WALL ST	BLK: 060, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.275	POPS STATION LLC		$ 126,600
R000203138	507 N FORT WORTH ST	BLK: 002, LOT: 003, ADDN: OLD PUEBLO PARK, SEC 2	0.161	PRIETO PEDRO		$ 187,300
R000017755	805 N BIG SPRING ST	BLK: 018, LOT: 003, ADDN: ELMWOOD SEC 2	0.402	PROSPERITY BANK		$ 136,690
R000026103	405 N COLORADO ST	BLK: 045, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 14,000
R000026099	407 N COLORADO ST	BLK: 045, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 43,800
R000026102	406 N BIG SPRING ST	BLK: 045, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 1,478,796
R000035278	105 N FORT WORTH ST	BLK: 051, LOTS: 006 THRU 9, ADDN: ORIGINAL TOWN	0.321	QUADRIGA INVESTMENTS INC		$ 121,990
R000025812	809 N WEATHERFORD ST	BLK: 008, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	QUAIN JACK ROBERT		$ 77,570
R000058242	503 N DALLAS ST	BLK: 001, LOT: 005, ADDN: OLD PUEBLO PARK	0.115	QUEZADA DAVID		$ 180,550
R000025831	810 N MAIN ST	BLK: 009, LOT: 12(N50 OF NW/4), ADDN: HOMESTEAD	0.161	RAMOS MARK		$ 14,000
R000203973	508 N DALLAS ST	BLK: 003, LOT: 004, ADDN: OLD PUEBLO PARK SEC 3	0.103	RAY ELLA L		$ 141,170
R000026035	709 W LOUISIANA AV	BLK: 033, LOT: N 150 FT OF W/2, ADDN: HOMESTEAD	0.482	REESE DEBBIE P		$ 495,690
R000051771	102 N C ST	BLK: 013, LOTS: 7(N47)& 8(NW47X23), ADDN: WEST END	0.079	REFLECTION MINISTRIES OF TEXAS INC		$ 50,610
R000035169		BLK: 036 EAST-WEST &,NORTH-SOUTH ALLEYS,ADDN: ORIGINAL TOWN	0.207	RENAISSANCE WEST JOINT		$ 25,310
R000220096	0 E KENTUCKY AV	BLK: 110, LOT 01A, ADDN: ORIGINAL TOWN, SEC: 19	2.038	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000034973	510 N TERRELL ST	BLK: 003, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS		$ 101,770
R000034972	508 N TERRELL ST	BLK: 003, S.50 OF N 100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS ETAL		$ 70,610
R000025808	806 N WEATHERFORD ST	BLK:007, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	REYES MATILDE		$ 157,900
R000034971	506 N TERRELL ST	BLK: 003, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES MATILDE ETAL		$ 90,480
R000025936	607 N TERRELL ST	BLK: 022, LOT: 003, ADDN: HOMESTEAD	0.161	REYES MIQUELA		$ 98,510
R000109943	709 N WEATHERFORD ST	BLK: 015, LOT: 002, ADDN: HOMESTEAD SEC 3	0.172	REYES RAUL B		$ 165,000
R000041039	808 N LORAINE ST	BLK: 002, LOT: 013, ADDN: RICHARDSON ABILENE	0.142	REYES RITO RICARDO		$ 139,050
R000035125	315 N COLORADO ST	BLK: 027, LOT: 005, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 68,650
R000035124	317 N COLORADO ST	BLK: 027, LOT: 004, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 96,120
R000035126	313 N COLORADO ST	BLK: 027, LOT: 006, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 100,720
R000035562	0 S BIG SPRING ST	BLK: 093, LOT: 006, ADDN: ORIGINAL TOWN	0.126	RIMT PROPERTY LP		$ 26,650
R000035560	0 S BIG SPRING ST	BLK: 093, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	RIMT PROPERTY LP		$ 28,880

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035563	0 S MARIENFELD ST	BLK: 093, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	RIMT PROPERTY LP		$ 39,380
R000035561	0 S BIG SPRING ST	BLK: 093, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.253	RIMT PROPERTY LP		$ 52,940
R000035564	405 W INDIANA AV	BLK: 093, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	RIMT PROPERTY LP		$ 57,750
R000035559	0 S BIG SPRING ST	BLK: 093, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.379	RIMT PROPERTY LP		$ 79,410
R000035121	312 N COLORADO ST	BLK: 026, LOT: 012, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 19,690
R000035123	319 N COLORADO ST	BLK: 027, LOTS: 002 & 3, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 176,430
R000026091	0 W MICHIGAN AV	BLK: 041, N.60 OF W/2, ADDN: HOMESTEAD	0.193	RNCS PROPERTY AND SERVICES LLC		$ 44,260
R000216335	505 N LORAINE ST	BLK: 041, LOT: 001 , ADDN: HOMESTEAD, 13TH	0.321	RNCS PROPERTY AND SERVICES LLC		$ 1,016,120
R000026064	507 N MARIENFELD ST	BLK: 038, NE/4, ADDN: HOMESTEAD	0.482	ROBINSON BUILDING LLC		$ 2,881,081
R000034980	501 E TENNESSEE AV	BLK: 004, W.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 10,500
R000034981	505 E TENNESSEE AV	BLK: 004, E.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 77,890
R000035196	209 N WEATHERFORD ST	BLK: 039, LOT: 001 & 2, ADDN: ORIGINAL TOWN	0.321	ROCK HOUSE RESIDENTIAL PROP LTD		$ 39,380
R000035214	300 E ILLINOIS AV	BLK: 040, LOT: 012 W 85, ADDN: ORIGINAL TOWN	0.098	RODEA MARTIN T		$ 45,790
R000041052	803 N MAIN ST	Lot: 002, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 002, ADDN: ATRIUM	0.149	RODRIGUEZ ANDREA E		$ 150,060
R000032394	409 N LEE ST	BLK: 006, LOT: 002, ADDN: MOODY	0.161	RODRIGUEZ CATARINA NICOLE		$ 236,700
R000035072	311 N MINEOLA ST	BLK: 019, LOT: 001, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 29,910
R000035073	309 N MINEOLA ST	BLK: 019, LOT: 002, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 191,880
R000035029	401 N DALLAS ST	BLK: 012, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE EST		$ 49,300
R000025832	709 N BIG SPRING ST	BLK: 010, LOT: NE/4, ADDN: HOMESTEAD	0.482	ROSE HOLDINGS LTD		$ 203,910
R000051787	808 W MISSOURI AV	BLK: 015, LOT: 008, ADDN: WEST END	0.161	ROYS NANCY		$ 111,180
R000051892	908 W INDIANA AV	BLK: 031, LOTS: 007 & 8, ADDN: WEST END	0.321	RSVS LLC		$ 218,800
R000026046	600 N A ST	BLK: 034, LOT: 005 & W/2 OF LOT 6, ADDN: HOMESTEAD	0.186	RUBIO JONATHAN J		$ 79,870
R000035026	411 N DALLAS ST	BLK: 012, LOT: 001 E/2, ADDN: ORIGINAL TOWN	0.241	RUIZ PEDRO		$ 21,000
R000035050	406 N TERRELL ST	BLK: 014, LOT: 004 SOUTH PART &, ADDN: ORIGINAL TOWN, NW/CORNER LOT 3	0.166	RUIZ RAFAEL E		$ 49,230
R000035051	410 N TERRELL ST	BLK: 014, LOT: 004 NORTH PART, ADDN: ORIGINAL TOWN	0.132	RUIZ RAFAEL E		$ 66,810
R000035032	408 N FORT WORTH ST	BLK: 012, S.50 OF N.100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	RUTLEDGE MELYSSA		$ 100,850
R000026098	409 N COLORADO ST	BLK: 045, S/2 OF NE/4 LESS S.50, ADDN: HOMESTEAD	0.08	S B W CORPORATION		$ 7,880
R000026100	411 N COLORADO ST	BLK: 045, N/2 OF NE/4, ADDN: HOMESTEAD	0.241	S B W CORPORATION		$ 23,750
R000203137	509 N FORT WORTH ST	BLK: 002, LOT: 002, ADDN: OLD PUEBLO PARK, SEC 2	0.161	SAENZ JESSICA MADRID		$ 187,300
R000058249	510 N FORT WORTH ST	BLK: 001, LOT: 012, ADDN: OLD PUEBLO PARK	0.112	SAENZ LEROY		$ 186,740
R000203974	506 N DALLAS ST	BLK: 003, LOT: 005, ADDN: OLD PUEBLO PARK SEC 3	0.103	SAIZ ERNESTO		$ 142,090
R000203970	514 N DALLAS ST	BLK: 003, LOT: 001, ADDN: OLD PUEBLO PARK SEC 3	0.13	SALCIDO FRANCISCO		$ 230,240
R000034989	501 N FORT WORTH ST	BLK: 06, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 14,000
R000034988	503 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 60,910
R000032402	406 N LAMESA RD	BLK: 006, LOT: 010, ADDN: MOODY	0.161	SANCHEZ JUAN		$ 14,000
R000032401	404 N LAMESA RD	BLK: 006, LOT: 009 LESS 350, ADDN: MOODY	0.153	SANCHEZ JUAN		$ 50,840
R000032400	402 N LAMESA RD	BLK: 006, LOT: 008 LESS 644, ADDN: MOODY	0.146	SANCHEZ JUAN J		$ 12,710
R000052056	710 W WASHINGTON AV	BLK: 051, LOTS: 5 THRU 7, ADDN: WEST END	0.513	SANCHEZ OSCAR O		$ 203,000
R000041033	913 N MAIN ST	BLK: 002, LOT: 005, ADDN: RICHARDSON ABILENE	0.158	SANCHEZ VELASCO MIGUEL A		$ 252,560
R000025946	603 N DALLAS ST	BLK: 023, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	SANDATE OSCAR MENCHACA		$ 215,950
R000035208	317 E TEXAS AV	BLK: 040, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	SCHMID 5 HOLDINGS LLC		$ 124,820
R000051784	0 W WALL ST	BLK: 015, LOT: 003 W.20 & ALL OF, ADDN: WEST END, LOT 4	0.225	SCYTHIAN LTD		$ 71,050
R000051785	0 W WALL ST	BLK: 015, LOTS: 005 & 6, ADDN: WEST END	0.321	SCYTHIAN LTD		$ 103,780
R000051783	801 W WALL ST	BLK: 015, LOTS: 001 & 2 & E.30 OF, ADDN: WEST END, LOT 3	0.418	SCYTHIAN LTD		$ 194,850
R000035659	401 S MARIENFELD ST	BLK: 109, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 6	1.408	SHH ENTERPRISES LLC		$ 2,047,190
R000051772	902 W WALL ST	BLK: 013, LOT: 013, ADDN: WEST END SEC 9	0.153	SHULL HAROLD		$ 77,240
R000026117	509 W TENNESSEE AV	BLK: 047, E.48 OF W.94 OF, ADDN: HOMESTEAD, N.100 OF NW/4	0.11	SIGNAL MARIENFELD LLC		$ 9,600
R000026116	0 W TENNESSEE AV	BLK: 047, W.46 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.106	SIGNAL MARIENFELD LLC		$ 24,900
R000035008	401 N WEATHERFORD ST	BLK: 010, LOT: 002, ADDN: ORIGINAL TOWN	0.482	SIGNAL WEATHERFORD LLC		$ 139,740
R000035552	310 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 S/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 53,510

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035551	306 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 N/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 94,740
R000215329	400 S PECOS ST	BLK: 111, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 13	0.449	SIMS LARRY D		$ 218,700
R000025984	604 N BIG SPRING ST	BLK: 029, S.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 17,200
R000025982	0 N BIG SPRING ST	BLK: 029, N.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 234,490
R000025968	608 N MAIN ST	BLK:026, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	SIX O EIGHT N MAIN		$ 1,078,297
R000025863	711 N BAIRD ST	BLK: 014, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNIE D		$ 14,000
R000025864	709 N BAIRD ST	BLK: 014, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNY D		$ 14,000
R000051790	106 S A ST	BLK: 015, LOTS: 010 THRU 12 N.65, ADDN: WEST END	0.224	SOSA ONE LLC		$ 145,280
R000035351	103 S A ST	BLK: 060 1/2, LOTS: 002;3 & 4, ADDN: ORIGINAL TOWN	0.218	SOSA ONE LLC		$ 160,550
R000051895	204 S B ST	BLK: 031, LOT: N 97.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.224	SOUTH JK LLC		$ 155,050
R000035539	0 N MARIENFELD ST	BLK: 089, LOT: 004, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035538	0 N MARIENFELD ST	BLK: 089, LOT: 003, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035537	0 N MARIENFELD ST	BLK: 089, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	SOUTHWESTERN BELL TELEPHONE CO		$ 39,380
R000026119	507 W TENNESSEE AV	BLK: 047, E.46 OF N.100 OF, ADDN: HOMESTEAD	0.106	SPENCER GREGORY S		$ 215,490
R000035105	301 E ILLINOIS AV	BLK: 022, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	STACKING STONES LLC		$ 143,740
R000051792	908 W MISSOURI AV	BLK: 016, LOTS: 007 & 8 S/2, ADDN: WEST END	0.161	STAGG 901 LTD		$ 50,750
R000051793		BLK: 016, LOTS: 007 & 8 N/2 & ALL, ADDN: WEST END, OF LOTS 9 THRU 12	0.803	STAGG 901 LTD		$ 253,750
R000051791	901 W WALL ST	BLK: 016, LOTS: 001 THRU 6, ADDN: WEST END	0.964	STAGG 901 LTD		$ 6,406,495
R000035375	201 W WALL ST	BLK: 065, LOTS: 001 & 2 & E.23.5, ADDN: ORIGINAL TOWN, OF LOT 3	0.219	STAGG INVESTMENT III LTD		$ 7,486,443
R000035376	203 W WALL ST	BLK: 065, LOTS: 3(W1.5); 4-6 &, ADDN: ORIGINAL TOWN, LOT 7(E24.25)	0.301	STAGG INVESTMENT III LTD		$ 11,988,486
R000025804	805 N FORT WORTH ST	BLK: 007, N.50 OF S.125 OF N.250, ADDN: HOMESTEAD, OF E/2	0.161	STATHAKOS NIKCOAL		$ 93,500
R000058247	506 N FORT WORTH ST	BLK: 001, LOT: 010, ADDN: OLD PUEBLO PARK	0.115	STENSON JACE		$ 175,720
R000035554	302 S MARIENFELD ST	BLK: 092, LOTS: 002 THRU 4, ADDN: ORIGINAL TOWN	0.482	STROOPE BEVERLY MAXCINE		$ 244,920
R000025955	606 N WEATHERFORD ST	BLK: 024, NW/4, ADDN: HOMESTEAD	0.482	SWEET COMMERCIAL PROPERTIES LLC		$ 565,900
R000025975	600 N LORAINE ST	BLK: 027, S.200 OF W/2, ADDN: HOMESTEAD	0.643	T J J C K LLC		$ 410,490
R000025855	700 N BIG SPRING ST	BLK: 011, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	TAING HANG KHEANG		$ 135,940
R000035155	500 W TEXAS AV	BLKS: 032 & 33, ALL, ADDN: ORIGINAL TOWN	4.684	TALL CITY TOWERS LLC		$ 95,808,384
R000025935	609 N TERRELL ST	BLK: 022, LOT: 002, ADDN: HOMESTEAD, (AKA S.50 N.100 OF E/2)	0.161	TARANGO SAMUEL EST		$ 46,870
R000025827	804 N MAIN ST	BLK: 009, LOT: 009, ADDN: HOMESTEAD	0.161	TEAL JUDY A		$ 151,290
R000035339	601 W TEXAS AV	BLK: 059, LOTS: 001 & 2 E.90, ADDN: ORIGINAL TOWN	0.207	TEJAS AVENUE LLC		$ 416,370
R000035015	411 N FORT WORTH ST	BLK: 011, N.95 OF NE/4 LESS W 50, ADDN: ORIGINAL TOWN	0.196	TENNON HATTIE		$ 72,900
R000035016	306 E TENNESSEE AV	BLK: 011, W.50 OF N.95 OF NE/4, ADDN: ORIGINAL TOWN	0.109	TENNON HATTIE		$ 81,590
R000035108	308 N WEATHERFORD ST	BLK: 022, LOT: 011 S.25, ADDN: ORIGINAL TOWN	0.08	TEXAS ARMS OF LOVE INC	E	$ -
R000035106	304 N WEATHERFORD ST	BLK: 022, LOT: 009, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035109	310 N WEATHERFORD ST	BLK: 022, LOTS: 11(N25) & 12(S5), ADDN: ORIGINAL TOWN	0.096	TEXAS ARMS OF LOVE INC	E	$ -
R000035107	306 N WEATHERFORD ST	BLK: 022, LOT: 010, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035217	204 N FORT WORTH ST	BLK: 041, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	TEXAS ARMS OF LOVE INC		$ 35,000
R000035070	711 E FRONT ST	BLK: 018, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.62	TEXAS BROTHERS LLC		$ 156,190
R000035071	703 E FRONT ST	BLK: 018, LOTS: 005 THRU 10, ADDN: ORIGINAL TOWN	0.912	TEXAS BROTHERS LLC		$ 637,670
R000035149	0 N CARRIZO ST	BLK: 031, LOT: 002, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000035148	211 N CARRIZO ST	BLK: 031, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000051904	808 W INDIANA AV	BLK: 032, LOT: 5 & 6 S.160.1 OF W/2, ADDN: WEST END	0.515	TEXLAND 1031 HOLDINGS LLC		$ 634,880
R000035014	412 N BAIRD ST	BLK: 010, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	THB BRENTWAY LLC		$ 36,750
R000035546	300 S PECOS ST	BLK: 091, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	THB BRENTWAY LLC		$ 77,830
R000035283	108 N WEATHERFORD ST	BLK: 051, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.161	THE OLD WAREHOUSE LLC		$ 57,730
R000035028	403 N DALLAS ST	BLK: 012, N.100 OF SE/4, ADDN: ORIGINAL TOWN	0.321	THRIFTY STORAGE INC		$ 116,090
R000225624	0 E ILLINOIS AV	BLK: 023, LOT: 013, ADDN: ORIGINAL TOWN SEC 24	0.97	THRIVING UNITED INC		$ 479,040
R000035111	201 E ILLINOIS AV	BLK: 023, LOTS: 7-12, ADDN: ORIGINAL TOWN	1.01	THRIVING UNITED INC		$ 1,692,380
R000035182	219 N MAIN ST	BLK: 037, LOT: 002 N/2, ADDN: ORIGINAL TOWN	0.08	THUNDERBOLT PETROLEUM COMPANY LLC		$ 118,140
R000058245	502 N FORT WORTH ST	BLK: 001, LOT: 008, ADDN: OLD PUEBLO PARK	0.115	TIJERINA ROSA LINDA		$ 177,630

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035118	218 W ILLINOIS AV	BLK: 026, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	TIN KEY 218 LLC		$ 393,560
R000035191	206 N MAIN ST	BLK: 038, LOT: 008 N/2 & S.9 OF 9, ADDN: ORIGINAL TOWN	0.109	TITLE TECHNOLOGIES INC		$ 279,640
R000032393	411 N LEE ST	BLK: 006, LOT: 001, ADDN: MOODY	0.161	TORRES GILBERTO ANTONIO		$ 242,520
R000034974	500 N TERRELL ST	BLK: 003, S.75 OF SW/4, ADDN: ORIGINAL TOWN	0.241	TOVAR EMILIO &		$ 81,110
R000035553	300 S MARIENFELD ST	BLK: 092, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TRINITY RHEMA INTERNATIONAL CHURCH		$ 36,750
R000035157	400 W TEXAS AV	BLK: 034, LOTS: 004 & N/2 OF 005, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 279,243
R000203779	400 W TEXAS AV	BLK: 034, LTS:005(S/2) & ALL OF 006, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 7,507,459
R000034990	500 N WEATHERFORD ST	BLK 006, .50 OF SW/4, ADDN: ORIGINAL TOWN	0.161	TYLER REAL ESTATE LLC		$ 14,000
R000026080	501 N COLORADO ST	BLK: 040, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	TYNER REAL ESTATE LLC		$ 64,450
R000035289	0 N WEATHERFORD ST	BLK: 052, LOT: 008, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035287	0 N WEATHERFORD ST	BLK: 052, LOT: 004, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035286	0 N WEATHERFORD ST	BLK: 052, LOT: 003, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035292	0 N BAIRD ST	BLK: 052, LOTS: 017 & 18, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035285	0 N WEATHERFORD ST	BLK: 052, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035288	0 N WEATHERFORD ST	BLK: 052, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.241	UNITED STATES OF	E	$ -
R000035291	0 N BAIRD ST	BLK: 052, LOTS: 013 THRU 16, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035290	0 N WEATHERFORD ST	BLK: 052, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035293	0 N BAIRD ST	BLK: 052, LOTS: 019 THRU 24, ADDN: ORIGINAL TOWN	0.482	UNITED STATES OF	E	$ -
R000035386	100 E WALL ST	BLKS: 67;68;, 69 & 84, ADDN: ORIGINAL TOWN	5.125	UNITED STATES OF	E	$ -
R000025948	607 N DALLAS ST	BLK: 023, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	URBINA JOSUE &		$ 188,140
R000035037	403 N TERRELL ST	BLK: 013, M.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTHURO		$ 30,280
R000035036	401 N TERRELL ST	BLK: 013, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTURO		$ 24,140
R000035054	405 N MARSHALL ST	BLK: 015, N.50 SE/4 (AKA 2A), ADDN: ORIGINAL TOWN, & S.50 NE/4 (AKA 1C)	0.321	VALLIN OSCAR		$ 28,000
R000035053	409 N MARSHALL ST	BLK: 015, M.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1B)	0.161	VALLIN OSCAR M		$ 14,000
R000035052	411 N MARSHALL ST	BLK: 015, N.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1A)	0.161	VALLIN OSCAR M		$ 14,000
R000035129	312 N BIG SPRING ST	BLK: 027, LOTS: 019 THRU 21, ADDN: ORIGINAL TOWN	0.241	VANDERGRIFF BUILDING MANAGEMENT LLC		$ 326,020
R000034964	509 N MINEOLA ST	BLK: 003, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VARELA JUAN V &		$ 79,910
R000035042	406 N DALLAS ST	BLK: 013, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	VARELA MARCO		$ 60,180
R000025882	710 N WEATHERFORD ST	BLK: 016, N.100 OF W/2, ADDN: HOMESTEAD	0.321	VASQUEZ MARIO		$ 238,910
R000025941	604 N DALLAS ST	BLK: 022, LOT: 008, ADDN: HOMESTEAD	0.161	VEGA RICARDO		$ 186,580
R000035084	305 N TERRELL ST	BLK: 020, LOT: 004, ADDN: ORIGINAL TOWN	0.161	VELA JOE		$ 15,730
R000035218	508 E ILLINOIS AV	BLK: 042, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VELOZ GEORGE MANAGEMENT LP		$ 134,700
R000034977	507 N TERRELL ST	BLK: 004, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.161	VERASTEGUI FRANCISCO JAVIER		$ 14,000
R000041047	922 N LORAINE ST	BLK: 002, LOT: 021, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 13,800
R000041048	924 N LORAINE ST	BLK: 002, LOT: 022, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 63,080
R000025820	807 N BAIRD ST	BLK: 009, LOT: 002 S/2 & ALL OF 3, ADDN: HOMESTEAD	0.241	WALKER THEDIS		$ 50,500
R000035349	703 W WALL ST	BLK: 060 1/2, LOT: 001 & N.30 OF LOT, ADDN: ORIGINAL TOWN, 2 & 10X80 OF CARRIZO ST	0.127	WALL ST COCINA LLC		$ 121,150
R000035356	606 W MISSOURI AV	BLK: 061, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	WALL ST JOINT VENTURE		$ 333,470
R000035385	117 W WALL ST	BLK: 066, LOTS: 013 THRU 24, ADDN: ORIGINAL TOWN	0.964	WALL STREET		$ 13,760,378
R000035359	106 S CARRIZO ST	BLK: 061, LOT: 009, ADDN: ORIGINAL TOWN	0.161	WALL STREET JOINT		$ 28,620
R000226416	621 W WALL ST	BLK: 061, LOTS: 013, ADDN: ORIGINAL TOWN	0.345	WALL STREET JOINT		$ 204,450
R000026047	712 W MICHIGAN AV	BLK: 034, LOT: 006 E/2 & ALL OF 7, ADDN: HOMESTEAD	0.382	WALTON TRENT A		$ 650,850
R000026133	0 W TENNESSEE AV	BLK: 049, (40 X 65) ABANDONED ST, ADDN: HOMESTEAD	0.06	WE INCORPORATED	E	$ -
R000026123	0 N CARRIZO ST	BLK: 049, 40 X 85 ADJACENT TO SW/4, ADDN: HOMESTEAD	0.078	WE INCORPORATED	E	$ -
R000026131	404 SAN ANGELO ST	BLK: 049, N.65 OF W/2 OF SW/4, ADDN: HOMESTEAD	0.104	WE INCORPORATED	E	$ -
R000026135	712 W OHIO AV	BLK: 049, LOT: S/2 OF BLK 49 1/2, ADDN: HOMESTEAD, & 40 X150 ABANDONED ST	0.237	WE INCORPORATED	E	$ -
R000026129	706 W OHIO AV	BLK: 049, E.70 OF SW/4, ADDN: HOMESTEAD	0.241	WE INCORPORATED	E	$ -
R000041041	812 N LORAINE ST	BLK: 002, LOT: 015, ADDN: RICHARDSON ABILENE	0.158	WHITE MARIA		$ 54,430
R000025856	711 N LORAINE ST	BLK: 012, N.91 OF NE/4, ADDN: HOMESTEAD	0.292	WHITE STAR ENERGY INC		$ 25,480
R000035372	415 W WALL ST	BLK: 063, LOTS: 010;11&W.105 OF 12, ADDN: ORIGINAL TOWN	0.402	WILCO BUILDING PARTNER		$ 19,187,708

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000109953	710 N BAIRD ST	BLK: 015, LOT: 012, ADDN: HOMESTEAD SEC 3	0.172	WILEY JOE W		$ 155,360
R000058241	505 N DALLAS ST	BLK: 001, LOT: 004, ADDN: OLD PUEBLO PARK	0.115	WILLIAMS DEBRA B		$ 192,550
R000026101	412 N BIG SPRING ST	BLK: 045, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	WRANGLER MITX 130311 PORTFOLIO OWNER LLC		$ 155,060
R000214218	610 N BIG SPRING ST	BLK:029, LT 05A, ADDN: HOMESTEAD, SEC 10	0.349	WSE REALTY LLC		$ 791,780
R000219719	706 N COLORADO ST	BLK: 012, LOT: 01A, ADDN: HOMESTEAD SEC 17	0.722	WSE REALTY LLC		$ 1,977,920
R000035195	216 N MAIN ST	BLK: 038, LOT: 012 S/2, ADDN: ORIGINAL TOWN	0.08	WSJV LLC		$ 165,620
R000017990	907 WHITAKER ST	BLK: 006, LOT: 013, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017991	909 WHITAKER ST	BLK: 006, LOT: 014, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017992	0 WHITAKER ST	BLK: 006, LOT: 015, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017993	1005 WHITAKER ST	BLK: 006, LOT: 016, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017994	1007 WHITAKER ST	BLK: 006, LOT: 017, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017995	1009 WHITAKER ST	BLK: 006, LOT: 018, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017948	802 WHITAKER ST	BLK: 001, LOT: 003 4 & 5 W 50, ADDN: ESTES	0.172	Y M C A	E	$ -
R000226306	800 N BIG SPRING ST	BLK: 019, LOT: 002A, ADDN: ELMWOOD SEC 3	7.47	Y M C A	E	$ -
R000035377	211 W WALL ST	BLK: 065, LOT: 008, +9 IN ALL OF L OF 007 & 009, ADDN: ORIGINAL TOWN	0.079	YEI ACQUISITION LLC		$ 176,560
R000041051	805 N MAIN ST	Lot: 001, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 001, ADDN: ATRIUM	0.149	YHARTE BELINDA		$ 152,120
R000025951	605 N DALLAS ST	BLK: 023, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	YOUNG ANDRE		$ 183,950
R000017952	807 N LORAINE ST	BLK: 001, LOT: 004 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017953	0 LORAINE ST	BLK: 001, LOT: 005 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017996	1011 WHITAKER ST	BLK: 006, LOT: 019, ADDN: ESTES	0.143	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017997	1013 WHITAKER ST	BLK: 006, LOT: 020 & STRIP 15, ADDN: ESTES, WIDE N OF LOT 20	0.187	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017955	808 WHITAKER ST	BLK: 001, LOT: 006 & 7 W/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017971	1017 WHITAKER ST	BLK: 005, LOT: 1A, ADDN: SPW ESTES, SEC 2	0.445	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017954	811 N LORAINE ST	BLK: 001, LOT: 006 & 7 E/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTION ASSO	E	$ -
R000035081	311 N TERRELL ST	BLK: 020, LOT: 001, ADDN: ORIGINAL TOWN	0.161	ZARATE ERBY		$ 98,560
R000025926	602 N TERRELL ST	BLK: 021,M.50 OF SW/4, ADDN: HOMESTEAD	0.161	ZARATE SANDY ETAL		$ 45,220
R000041053	801 N MAIN ST	Lot: 003, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 003, ADDN: ATRIUM	0.178	ZUBIA LINDA HINOJOS		$ 182,620
R000025823	800 N MAIN ST	BLK: 009, LOT: 007, ADDN: HOMESTEAD	0.161	ZUBIA RICARDO		$ 155,190

Tax Increment Reinvestment Zone #2
City of Midland, Texas

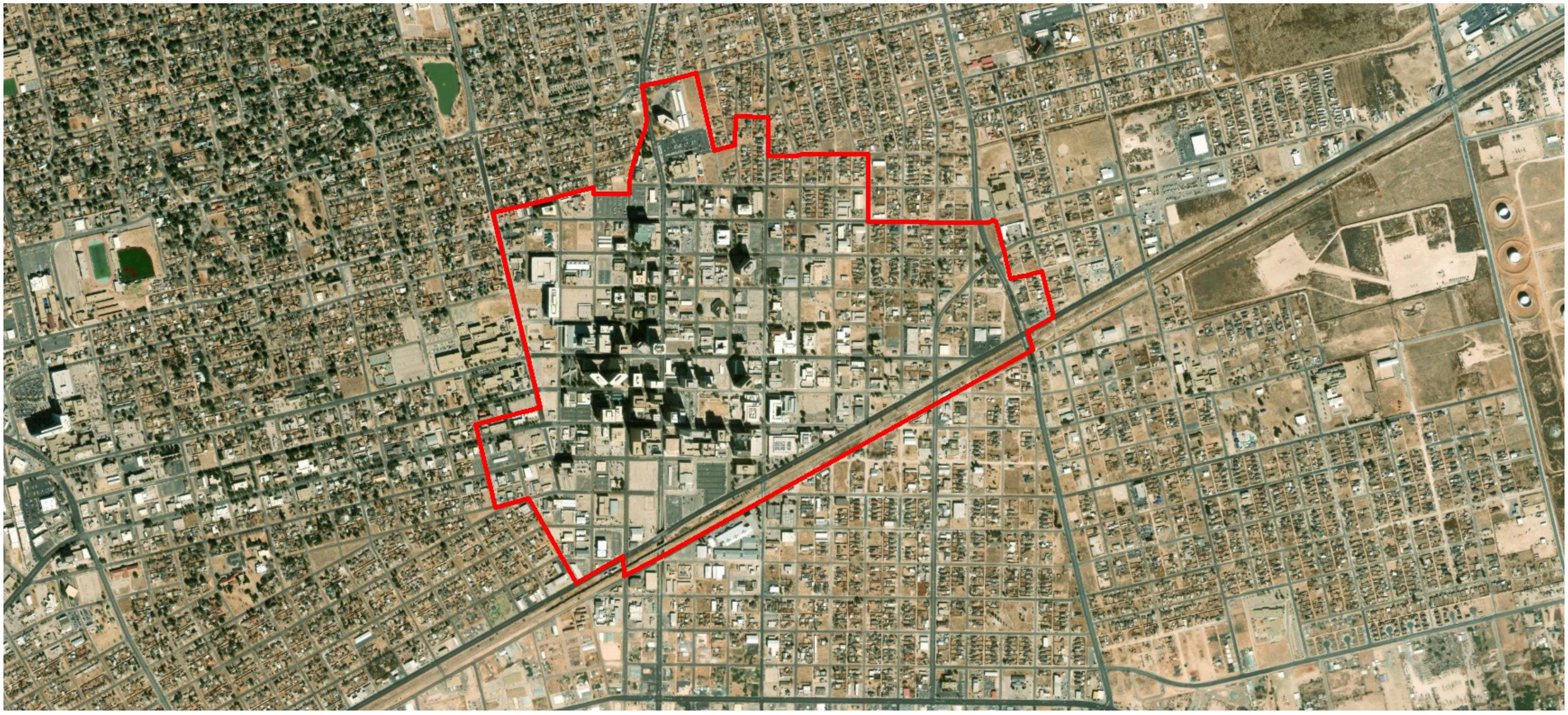


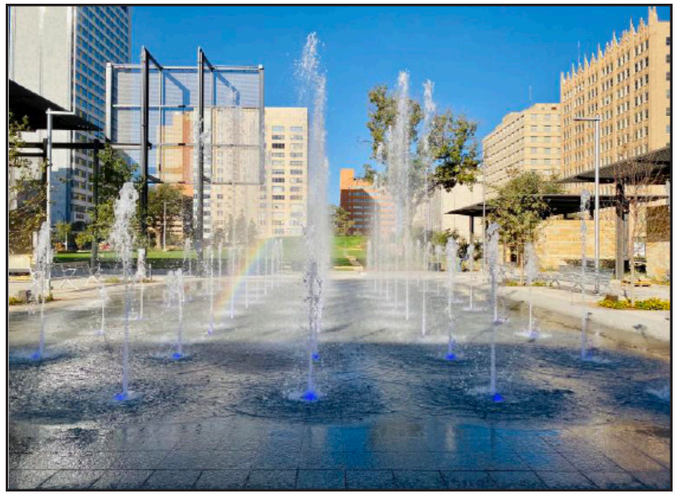
Table of Contents

- Introduction 1
- TIRZ Boundary 2
- Current Conditions & Ownership 3
- Proposed Development 4
- Project Costs 5
- Financial Feasibility Analysis 7
- Terms and Conditions 14
- Appendix A 15

DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.









Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool inlcudes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

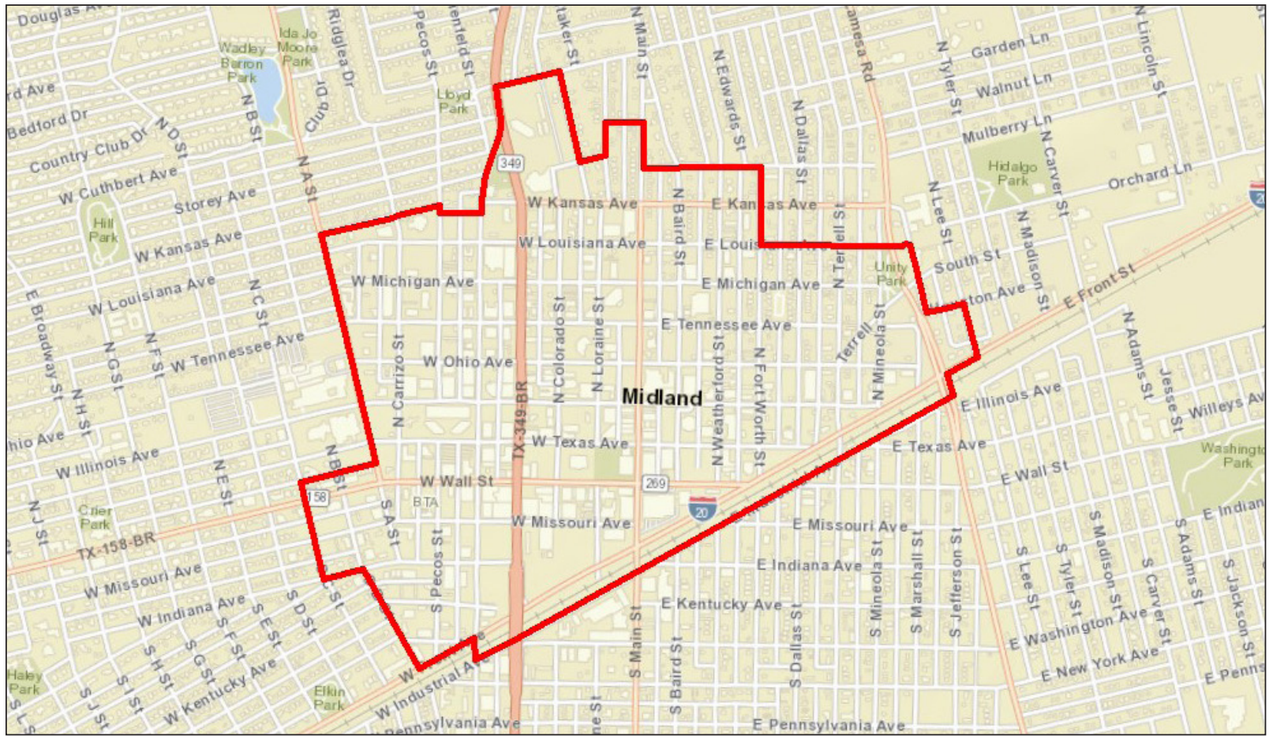
Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

Tax Increment Reinvestment Zone #2, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 14, 2023, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, approved an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Two, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #2 (TIRZ #2) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This project and financing plan outlines the funding of $124,100,332 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

Boundary Description

TIRZ #2 consists of approximately 449 acres located within the city limits of the City of Midland. The legal description for the zone is described in detail below.

Legal Description TIRZ #2

Beginning at a point being the SW corner of “C” St. and Indiana Ave. proceeding north along the western right of way line of “C” St. to the NW corner of “C” St. and the EW alley in Block 13, West End Addition, then

East along the northern boundary of said alley, across “B” St. to the EW alley in Block 14, West End Addition, then

East along the northern boundary of said alley, to the western right-of way line of “A” St., then

North along the western right of way line of “A” St. to the NW corner of “A” St. and the EW alley in Block 1, Country Club Addition, then

East along the northern boundary of said alley, across Carrizo St., to the EW alley in Block 1, Elmwood Addition, then

East along the northern boundary of said alley to the NW corner of said alley and Pecos St., then

South along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then

East along the northern right of way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then

North along the western right of way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then

East along the northern right of way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St, then

South along the eastern right of way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then

East along the northern right of way line of Walcott St. to the western right-of-way line of Loraine St, then

North along the western right of way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then

East along the northern right of way line of Walcott St. to the NE corner of Walcott St. and Main St., then

South along the eastern right of way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then

East along the northern boundary of said alley to the northern right of way line of Mississippi Ave., then

East along said line to the NE corner of Mississippi Ave. and Fort Worth St., then

South along the eastern right of way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then

East along the northern right of way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then

South along the eastern boundary of said alley to the southern right of way line of South St., then

West along said line to the SE corner of South St. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then

East along the northern right of way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then

South along the eastern right of way line of Lee St. to the SE corner of Lee St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then

West along the southern right of way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SW corner of Front Ave. and “B” St., then

North along the western right of way line of “B” St. to the SW corner of “B” St. and Indiana Ave., then

West along the southern right of way line of Indiana Ave. to the SW corner of Indiana Ave. and “C” St., being the point of beginning.

Current Conditions

Land Use

The land within the zone is primarily developed with commercial uses that are well positioned for redevelopment. There are also various surface parking lots that are well positioned to be utilized for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 728 parcels within Tax Increment Reinvestment Zone #2, some of which are owned by the City of Midland. The 2023 estimated taxable base value of the property within the TIRZ is $534,738,217, for the City of Midland, as provided by the Midland Central Appraisal District. For further details of parcels included within the TIRZ see **Appendix A**.

Zoning

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Anticipated Development

The land within the zone is well positioned for future development and redevelopment, with opportunities to adapt existing buildings into new uses, including the conversion of office to multifamily. Adaptive reuse includes the repurposing of any vacant or underused building for a new and better use. The ongoing adoption of a remote or hybrid work model is adding office space to the existing inventory of office buildings with high vacancy rates. At the same time, the cost of single-family homes is increasing, creating demand for rental housing. RealPage, a leading global provider of software and data analytics to the real estate industry, reported in May of 2023 that, "The Midland/Odessa apartment market claimed the nation's most impressive revenue growth during the past year. Revenues were up 17.9% in the year-ending April in this market with less than 28,000 apartment units, according to data from RealPage Market Analytics. Most of that increase was on the rent growth side of the equation, as effective asking prices were up 17.2% year-over-year as of April. Meanwhile, occupancy climbed 70 basis points. Both of those annual increases were also nation-leading data points. Inspiring revenue growth, Midland/Odessa ranked in the top 10 nationally for annual apartment demand, absorbing over 1,350 units in the year-ending 1st quarter." Based on market trends of adaptive reuse in Downtown areas throughout the country, high demand for multifamily, and decreasing demand for office, DPED projects additional multifamily units will be added within the TIRZ during the term of the TIRZ, both through adaptive reuse and new construction. Retail demand to support the increase in population downtown is anticipated to increase, leading to the occupancy of existing vacant retail spaces, adaptive reuse of existing underutilized office space, and limited new construction.

According to the Plasencia Group, a national hospitality sales, investment consulting and advisory firm with offices across the country, the Permian Basin oil patch in West Texas, headlined by the cities of Midland and Odessa, is now thriving in terms of RevPAR performance. It reports that Midland-Odessa is the top performing market in terms of RevPAR growth as of June 2023. Based on these positive market trends, and known development plans shared by CIty leadership, DPED projects that hotel projects will be developed during the term of the TIRZ.

The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #2				
Hotel	2025	80	$ 125,000	$ 10,000,000
Hotel	2026	135	$ 125,000	$ 16,875,000
Multifamily	2027	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2027	50	$ 90,000	$ 4,500,000
Retail	2028	2,500	$ 500	$ 1,250,000
Multifamily	2029	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2029	50	$ 90,000	$ 4,500,000
Retail	2030	2,500	$ 500	$ 1,250,000
Total				

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #2		
Public Utilities	**$ 17,374,046**	**14.0%**
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements		
Parking and Transit Improvements	**$ 31,025,083**	**25.0%**
Street and Intersection Improvements	**$ 12,410,033**	**10.0%**
Pedestrian Enhancements	**$ 18,615,050**	**15.0%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$ 12,410,033**	**10.0%**
Economic Development Grants	**$ 31,025,083**	**25.0%**
Administrative Costs	**$ 1,241,003**	**1.0%**
Total	$ 124,100,332	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $124,100,332 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) “Project costs” means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. “Project costs” include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the downtown TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: The downtown TIF district has an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Public open space is an important amenity in a Downtown area. Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalystic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 100% of the real property increment within the Zone.

Subject to separate interlocal agreement, Midland County may contribute 100% of the real property increment within the Zone, not to exceed $24,283,821 over the term of the Zone.

Subject to separate interlocal agreement, Midland Hospital may contribute 100% of the real property increment within the Zone, not to exceed $14,747,782 over the term of the Zone.

Subject to separate interlocal agreement, Midland College may contribute 100% of the real property increment within the Zone, not to exceed $15,613,044 over the term of the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #2	Real Property Tax - 2024 Rates		Participation	
	City of Midland	0.35066200	100%	0.3506620
	Midland County	0.13157900	100%	0.1315790
	Midland Hospital	0.07630500	100%	0.0763050
	Midland College	0.08298000	100%	0.0829800
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		**0.6415260**

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		**0.0000000**

	Sales Tax		Participation	
	City of Midland	0.01250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000
		0.01750000		**0.00000000**

Financial Feasibility Analysis - Development Input

► ***INPUT***

INFLATION RATE	4%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	100%	0.3506620
Midland County	0.13157900	100%	0.1315790
Midland Hospital	0.07630500	100%	0.0763050
Midland College	0.08298000	100%	0.0829800
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.6415260

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.0000000

City of Midland	0.0125000	0.00%	0.0000000
Midland County	0.0050000	0.00%	0.0000000

	Year	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY $ / SF	PERSONAL PROPERTY TAX VALUE	SALES $ / SF	SALES TAX VALUE
Hotel	2025	80	$ 125,000.00	$ 10,000,000	$ -	$ -	$ -	$ -
Hotel	2026	135	$ 125,000.00	$ 16,875,000	$ -	$ -	$ -	$ -
Multifamily	2027	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2027	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2028	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
Multifamily	2029	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2029	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2030	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
TOTAL		5,665		90,875,000		-		2,500,000

► ***OUTPUT***

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Midland	*23.1%*	$ 17,870,916	=	$ 17,870,916	+	$ -	+	$ -
Midland County	*8.7%*	$ 6,705,709	=	$ 6,705,709	+	$ -	+	$ -
Midland Hospital	*5.0%*	$ 3,888,760	=	$ 3,888,760	+	$ -	+	$ -
Midland College	*5.5%*	$ 4,228,940	=	$ 4,228,940	+	$ -	+	$ -
Midland ISD	*57.8%*	$ 44,694,872	=	$ 44,694,872	+	$ -	+	$ -
	100.0%	77,389,197		$ 77,389,197		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Midland	*54.7%*	$ 17,870,916	=	$ 17,870,916	+	$ -	+	$ -
Midland County	*20.5%*	$ 6,705,709	=	$ 6,705,709	+	$ -	+	$ -
Midland Hospital	*11.9%*	$ 3,888,760	=	$ 3,888,760	+	$ -	+	$ -
Midland College	*12.9%*	$ 4,228,940	=	$ 4,228,940	+	$ -	+	$ -
Midland ISD	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 32,694,324		$ 32,694,324		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Midland	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland County	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland Hospital	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland College	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland ISD	*100.0%*	$ 44,694,872	=	$ 44,694,872	+	$ -	+	$ -
	100.0%	$ 44,694,872		$ 44,694,872		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

Financial Feasibility Analysis - Development Worksheet

Tax Revenue Projections

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
TOTAL TAX REVENUE																																	
REAL PROPERTY		**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	
Hotel	Taxable Value Per Unit	125,000	130,313	135,851	141,624	147,643	153,918	160,460	167,279	174,389	181,800	189,527	197,582	205,979	214,733	223,859	233,373	243,292	253,631	264,411	275,648	287,363	299,576	312,308	325,581	339,419	353,844	368,882	384,560	400,903	417,942	435,704	
	Cumulative Units	-	-	-	80	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	
	Hotel Taxable Value	-	-	-	**11,329,955**	**31,743,348**	**33,092,440**	**34,498,869**	**35,965,071**	**37,493,586**	**39,087,064**	**40,748,264**	**42,480,065**	**44,285,468**	**46,167,600**	**48,129,723**	**50,175,236**	**52,307,684**	**54,530,761**	**56,848,318**	**59,264,371**	**61,783,107**	**64,408,889**	**67,146,267**	**69,999,983**	**72,974,983**	**76,076,419**	**79,309,667**	**82,680,328**	**86,194,242**	**89,857,497**	**93,676,441**	
Multifamily	Taxable Value Per Unit	150000	156,375	163,021	169,949	177,172	184,702	192,552	200,735	209,267	218,160	227,432	237,098	247,175	257,680	268,631	280,048	291,950	304,358	317,293	330,778	344,836	359,491	374,770	390,698	407,302	424,613	442,659	461,472	481,084	501,530	522,845	
	Cumulative Units	-	-	-	-	-	175	175	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	
	Multifamily Taxable Value	-	-	-	-	-	**32,322,848**	**33,696,570**	**70,257,347**	**73,243,285**	**76,356,124**	**79,601,260**	**82,984,313**	**86,511,146**	**90,187,870**	**94,020,855**	**98,016,741**	**102,182,452**	**106,525,207**	**111,052,528**	**115,772,260**	**120,692,581**	**125,822,016**	**131,169,452**	**136,744,154**	**142,555,780**	**148,614,401**	**154,930,513**	**161,515,060**	**168,379,450**	**175,535,576**	**182,995,838**	
Multifamily - Adaptive Reuse	Taxable Value Per Unit	90,000	93,825	97,813	101,970	106,303	110,821	115,531	120,441	125,560	130,896	136,459	142,259	148,305	154,608	161,179	168,029	175,170	182,615	190,376	198,467	206,902	215,695	224,862	234,419	244,381	254,768	265,595	276,883	288,650	300,918	313,707	
	Cumulative Units	-	-	-	-	-	50	50	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
	Multifamily Taxable Value	-	-	-	-	-	**5,541,060**	**5,776,555**	**12,044,117**	**12,555,992**	**13,089,621**	**13,645,930**	**14,225,882**	**14,830,482**	**15,460,778**	**16,117,861**	**16,802,870**	**17,516,992**	**18,261,464**	**19,037,576**	**19,846,673**	**20,690,157**	**21,569,488**	**22,486,192**	**23,441,855**	**24,438,134**	**25,476,754**	**26,559,516**	**27,688,296**	**28,865,048**	**30,091,813**	**31,370,715**	
Retail	Taxable Value Per SF	500	521	543	566	591	616	642	669	698	727	758	790	824	859	895	933	973	1,015	1,058	1,103	1,149	1,198	1,249	1,302	1,358	1,415	1,476	1,538	1,604	1,672	1,743	
	Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	
	Multifamily Taxable Value	-	-	-	-	-	-	**1,604,599**	**1,672,794**	**3,487,775**	**3,636,006**	**3,790,536**	**3,951,634**	**4,119,578**	**4,294,660**	**4,477,184**	**4,667,464**	**4,865,831**	**5,072,629**	**5,288,216**	**5,512,965**	**5,747,266**	**5,991,525**	**6,246,164**	**6,511,626**	**6,788,370**	**7,076,876**	**7,377,643**	**7,691,193**	**8,018,069**	**8,358,837**	**8,714,088**	
	Taxable Value	**-**	**-**	**-**	**11,329,955**	**31,743,348**	**70,956,348**	**75,576,592**	**119,939,329**	**126,780,638**	**132,168,815**	**137,785,990**	**143,641,894**	**149,746,675**	**156,110,909**	**162,745,622**	**169,662,311**	**176,872,959**	**184,390,060**	**192,226,638**	**200,396,270**	**208,913,111**	**217,791,918**	**227,048,075**	**236,697,618**	**246,757,267**	**257,244,451**	**268,177,340**	**279,574,877**	**291,456,809**	**303,843,724**	**316,757,082**	
	PV																																GROSS
City of Midland	**6,148,512**	-	-	-	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	**17,870,916**
Midland County	**2,307,108**	-	-	-	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	**6,705,709**
Midland Hospital	**1,337,933**	-	-	-	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	**3,888,760**
Midland College	**1,454,972**	-	-	-	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	**4,228,940**
Midland ISD	**15,377,329**	-	-	-	99,364	278,389	622,287	662,807	1,051,868	1,111,866	1,159,121	1,208,383	1,259,739	1,313,278	1,369,093	1,427,279	1,487,938	1,551,176	1,617,101	1,685,828	1,757,475	1,832,168	1,910,035	1,991,212	2,075,838	2,164,061	2,256,034	2,351,915	2,451,872	2,556,076	2,664,709	2,777,960	**44,694,872**
Total	***26,625,854***	**-**	**-**	**-**	***172,048***	***482,031***	***1,077,491***	***1,147,650***	***1,821,310***	***1,925,197***	***2,007,018***	***2,092,316***	***2,181,240***	***2,273,942***	***2,370,585***	***2,471,335***	***2,576,366***	***2,685,862***	***2,800,011***	***2,919,011***	***3,043,069***	***3,172,400***	***3,307,227***	***3,447,784***	***3,594,315***	***3,747,073***	***3,906,324***	***4,072,343***	***4,245,417***	***4,425,847***	***4,613,946***	***4,810,039***	***77,389,197***

PERSONAL PROPERTY		**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	
	Taxable Value Per SF																																
	Cumulative SF																																
	Taxable Value	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	
	PV																																GROSS
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

SALES TAX		**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	
	Sales Per SF	500	521	543	566	591	616	642	669	698	727	758	790	824	859	895	933	973	1,015	1,058	1,103	1,149	1,198	1,249	1,302	1,358	1,415	1,476	1,538	1,604	1,672	1,743	
	Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	
	Taxable Value	**-**	**-**	**-**	**-**	**-**	**-**	***1,604,599***	***1,672,794***	***3,487,775***	***3,636,006***	***3,790,536***	***3,951,634***	***4,119,578***	***4,294,660***	***4,477,184***	***4,667,464***	***4,865,831***	***5,072,629***	***5,288,216***	***5,512,965***	***5,747,266***	***5,991,525***	***6,246,164***	***6,511,626***	***6,788,370***	***7,076,876***	***7,377,643***	***7,691,193***	***8,018,069***	***8,358,837***	***8,714,088***	
																																	GROSS
City of Midland		-	-	-	-	-	-	20,057	20,910	43,597	45,450	47,382	49,395	51,495	53,683	55,965	58,343	60,823	63,408	66,103	68,912	71,841	74,894	78,077	81,395	84,855	88,461	92,221	96,140	100,226	104,485	108,926	**1,687,044**
Midland County		-	-	-	-	-	-	8,023	8,364	17,439	18,180	18,953	19,758	20,598	21,473	22,386	23,337	24,329	25,363	26,441	27,565	28,736	29,958	31,231	32,558	33,942	35,384	36,888	38,456	40,090	41,794	43,570	**674,818**
	PV																																
Total	***777,142***	**-**	**-**	**-**	**-**	**-**	**-**	***28,080***	***29,274***	***61,036***	***63,630***	***66,334***	***69,154***	***72,093***	***75,157***	***78,351***	***81,681***	***85,152***	***88,771***	***92,544***	***96,477***	***100,577***	***104,852***	***109,308***	***113,953***	***118,796***	***123,845***	***129,109***	***134,596***	***140,316***	***146,280***	***152,497***	***2,361,862***

SUMMARY		**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	
	PV																																GROSS
City of Midland	**6,703,613**	-	-	-	39,730	111,312	248,817	285,076	441,492	488,169	508,916	530,545	553,093	576,599	601,105	626,652	653,285	681,049	709,994	740,168	771,626	804,420	838,608	874,248	911,404	950,139	990,519	1,032,617	1,076,503	1,122,254	1,169,950	1,219,673	**19,557,960**
Midland County	**2,529,148**	-	-	-	14,908	41,768	93,364	107,466	166,179	184,256	192,086	200,250	208,761	217,633	226,882	236,525	246,577	257,057	267,982	279,371	291,244	303,622	316,526	329,978	344,002	358,623	373,864	389,753	406,318	423,586	441,589	460,356	**7,380,526**
Midland Hospital	**1,337,933**	-	-	-	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	**3,888,760**
Midland College	**1,454,972**	-	-	-	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	**4,228,940**
Midland ISD	**15,377,329**	-	-	-	99,364	278,389	622,287	662,807	1,051,868	1,111,866	1,159,121	1,208,383	1,259,739	1,313,278	1,369,093	1,427,279	1,487,938	1,551,176	1,617,101	1,685,828	1,757,475	1,832,168	1,910,035	1,991,212	2,075,838	2,164,061	2,256,034	2,351,915	2,451,872	2,556,076	2,664,709	2,777,960	**44,694,872**
Total	***27,402,996***	**-**	**-**	**-**	***172,048***	***482,031***	***1,077,491***	***1,175,731***	***1,850,584***	***1,986,233***	***2,070,648***	***2,158,650***	***2,250,393***	***2,346,035***	***2,445,741***	***2,549,685***	***2,658,047***	***2,771,014***	***2,888,782***	***3,011,555***	***3,139,546***	***3,272,977***	***3,412,079***	***3,557,092***	***3,708,268***	***3,865,870***	***4,030,169***	***4,201,451***	***4,380,013***	***4,566,164***	***4,760,226***	***4,962,535***	***79,751,058***

PARTICIPATION

REAL PROPERTY																																	
	Taxable Value	-	-	-	*11,329,955*	*31,743,348*	*70,956,348*	*75,576,592*	*119,939,329*	*126,780,638*	*132,168,815*	*137,785,990*	*143,641,894*	*149,746,675*	*156,110,909*	*162,745,622*	*169,662,311*	*176,872,959*	*184,390,060*	*192,226,638*	*200,396,270*	*208,913,111*	*217,791,918*	*227,048,075*	*236,697,618*	*246,757,267*	*257,244,451*	*268,177,340*	*279,574,877*	*291,456,809*	*303,843,724*	*316,757,082*	
	PV																																GROSS
City of Midland	**6,148,512**	-	-	-	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	**17,870,916**
Midland County	**2,307,108**	-	-	-	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	**6,705,709**
Midland Hospital	**1,337,933**	-	-	-	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	**3,888,760**
Midland College	**1,454,972**	-	-	-	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	**4,228,940**
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	***11,248,525***	**-**	**-**	**-**	***72,685***	***203,642***	***455,203***	***484,843***	***769,442***	***813,331***	***847,897***	***883,933***	***921,500***	***960,664***	***1,001,492***	***1,044,055***	***1,088,428***	***1,134,686***	***1,182,910***	***1,233,184***	***1,285,594***	***1,340,232***	***1,397,192***	***1,456,572***	***1,518,477***	***1,583,012***	***1,650,290***	***1,720,427***	***1,793,546***	***1,869,771***	***1,949,236***	***2,032,079***	***32,694,324***

PERSONAL PROPERTY																																	
	Taxable Value																																
	PV																																GROSS
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

SALES TAX	*Taxable Value*							*1,604,599*	*1,672,794*	*3,487,775*	*3,636,006*	*3,790,536*	*3,951,634*	*4,119,578*	*4,294,660*	*4,477,184*	*4,667,464*	*4,865,831*	*5,072,629*	*5,288,216*	*5,512,965*	*5,747,266*	*5,991,525*	*6,246,164*	*6,511,626*	*6,788,370*	*7,076,876*	*7,377,643*	*7,691,193*	*8,018,069*	*8,358,837*	*8,714,088*	
Citv of Midland		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																																
Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

SUMMARY																																	
	PV																																GROSS
City of Midland	**6,148,512**	-	-	-	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	**17,870,916**
Midland County	**2,307,108**	-	-	-	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	**6,705,709**
Midland Hospital	**1,337,933**	-	-	-	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	**3,888,760**
Midland College	**1,454,972**	-	-	-	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	**4,228,940**
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	***11,248,525***	**-**	**-**	**-**	***72,685***	***203,642***	***455,203***	***484,843***	***769,442***	***813,331***	***847,897***	***883,933***	***921,500***	***960,664***	***1,001,492***	***1,044,055***	***1,088,428***	***1,134,686***	***1,182,910***	***1,233,184***	***1,285,594***	***1,340,232***	***1,397,192***	***1,456,572***	***1,518,477***	***1,583,012***	***1,650,290***	***1,720,427***	***1,793,546***	***1,869,771***	***1,949,236***	***2,032,079***	***32,694,324***

TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT

SUMMARY																																	
	PV																																GROSS
City of Midland	**555,101**	-	-	-	-	-	-	20,057	20,910	43,597	45,450	47,382	49,395	51,495	53,683	55,965	58,343	60,823	63,408	66,103	68,912	71,841	74,894	78,077	81,395	84,855	88,461	92,221	96,140	100,226	104,485	108,926	**1,687,044**
Midland County	**222,041**	-	-	-	-	-	-	8,023	8,364	17,439	18,180	18,953	19,758	20,598	21,473	22,386	23,337	24,329	25,363	26,441	27,565	28,736	29,958	31,231	32,558	33,942	35,384	36,888	38,456	40,090	41,794	43,570	**674,818**
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	**15,377,329**	-	-	-	99,364	278,389	622,287	662,807	1,051,868	1,111,866	1,159,121	1,208,383	1,259,739	1,313,278	1,369,093	1,427,279	1,487,938	1,551,176	1,617,101	1,685,828	1,757,475	1,832,168	1,910,035	1,991,212	2,075,838	2,164,061	2,256,034	2,351,915	2,451,872	2,556,076	2,664,709	2,777,960	**44,694,872**
Total	***16,154,471***	**-**	**-**	**-**	***99,364***	***278,389***	***622,287***	***690,887***	***1,081,142***	***1,172,902***	***1,222,751***	***1,274,718***	***1,328,893***	***1,385,371***	***1,444,249***	***1,505,630***	***1,569,619***	***1,636,328***	***1,705,872***	***1,778,371***	***1,853,952***	***1,932,745***	***2,014,887***	***2,100,519***	***2,189,792***	***2,282,858***	***2,379,879***	***2,481,024***	***2,586,468***	***2,696,392***	***2,810,989***	***2,930,456***	***47,056,734***

HOT Generated

Revenue Year		0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037
Hotel Rooms		0	0	0	80	215	215	215	215	215	215	215	215	215	215	215
Occupancy		0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax																
# of Available Rooms		-	-	-	29,200	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475
# of Occupied Rooms		-	-	-	20,440	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933
Average Daily Rate		$ -	$ -	$ -	$ 175.00	$ 182.44	$ 190.19	$ 198.27	$ 206.70	$ 215.49	$ 224.64	$ 234.19	$ 244.14	$ 254.52	$ 265.34	$ 276.61
Annual Taxable Revenue		$ -	$ -	$ -	$ 3,577,000	$ 10,021,748	$ 10,447,672	$ 10,891,698	$ 11,354,596	$ 11,837,166	$ 12,340,245	$ 12,864,706	$ 13,411,456	$ 13,981,443	$ 14,575,654	$ 15,195,119
City Tax Rate	7%	$ -	$ -	$ -	$ 250,390	$ 701,522	$ 731,337	$ 762,419	$ 794,822	$ 828,602	$ 863,817	$ 900,529	$ 938,802	$ 978,701	$ 1,020,296	$ 1,063,658
State Tax Rate	6%	$ -	$ -	$ -	$ 214,620	$ 601,305	$ 626,860	$ 653,502	$ 681,276	$ 710,230	$ 740,415	$ 771,882	$ 804,687	$ 838,887	$ 874,539	$ 911,707
		$ -	$ -	$ -	$ 465,010	$ 1,302,827	$ 1,358,197	$ 1,415,921	$ 1,476,097	$ 1,538,832	$ 1,604,232	$ 1,672,412	$ 1,743,489	$ 1,817,588	$ 1,894,835	$ 1,975,366

15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	
215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	
70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	
54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	
$ 288.37	$ 300.63	$ 313.40	$ 326.72	$ 340.61	$ 355.08	$ 370.18	$ 385.91	$ 402.31	$ 419.41	$ 437.23	$ 455.81	$ 475.19	$ 495.38	$ 516.44	$ 538.38	
$ 15,840,912	$ 16,514,151	$ 17,216,002	$ 17,947,682	$ 18,710,459	$ 19,505,653	$ 20,334,643	$ 21,198,866	$ 22,099,817	$ 23,039,060	$ 24,018,220	$ 25,038,994	$ 26,103,151	$ 27,212,535	$ 28,369,068	$ 29,574,753	
$ 1,108,864	$ 1,155,991	$ 1,205,120	$ 1,256,338	$ 1,309,732	$ 1,365,396	$ 1,423,425	$ 1,483,921	$ 1,546,987	$ 1,612,734	$ 1,681,275	$ 1,752,730	$ 1,827,221	$ 1,904,877	$ 1,985,835	$ 2,070,233	**$34,525,573**
$ 950,455	$ 990,849	$ 1,032,960	$ 1,076,861	$ 1,122,628	$ 1,170,339	$ 1,220,079	$ 1,271,932	$ 1,325,989	$ 1,382,344	$ 1,441,093	$ 1,502,340	$ 1,566,189	$ 1,632,752	$ 1,702,144	$ 1,774,485	**$29,593,348**
$ 2,059,319	$ 2,146,840	$ 2,238,080	$ 2,333,199	$ 2,432,360	$ 2,535,735	$ 2,643,504	$ 2,755,853	$ 2,872,976	$ 2,995,078	$ 3,122,369	$ 3,255,069	$ 3,393,410	$ 3,537,630	$ 3,687,979	$ 3,844,718	$64,118,921

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 4%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX				BUSINESS PERSONAL PROPERTY TAX				SALES TAX			
City of Midland	0.3506620	100%	0.3506620	City of Midland	0.3506620	0%	0.0000000	City of Midland	0.0125000	0%	0.0000000
Midland County	0.1315790	100%	0.1315790	Midland County	0.1315790	0%	0.0000000	Midland County	0.0050000	0%	0.0000000
Midland Hospital	0.0763050	100%	0.0763050	Midland Hospital	0.0763050	0%	0.0000000		*483.0175000*		*0.0175000*
Midland College	0.0829800	100%	0.0829800	Midland College	0.0829800	0%	0.0000000				
Midland ISD	0.2000000	0%	0.0000000 *I&S Only	Midland ISD	0.8770000	0%	0.0000000				
	0.8615260		*0.6415260*		*1.5185260*		*0.0000000*				

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217		
Midland County	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116		
Midland Hospital	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717		
Midland College	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217		
Midland ISD	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217		
TAXABLE VALUE																																	
City of Midland		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	1,023,117,432	1,066,599,923	1,111,930,420	1,159,187,462	1,208,452,930	1,259,812,179	1,313,354,197	1,369,171,750	1,427,361,549	1,488,024,415	1,551,265,453	1,617,194,235	1,685,924,990	1,757,576,802		
Midland County		523,171,351	545,406,133	568,585,894	592,750,795	617,942,703	644,205,268	671,583,992	700,126,312	729,881,680	760,901,651	793,239,972	826,952,670	862,098,159	898,737,331	936,933,667	976,753,348	1,018,265,365	1,061,541,643	1,106,657,163	1,153,690,093	1,202,721,922	1,253,837,603	1,307,125,701	1,362,678,544	1,420,592,382	1,480,967,558	1,543,908,679	1,609,524,798	1,677,929,602	1,749,241,610		
Midland Hospital		525,356,779	547,684,442	570,961,031	595,226,875	620,524,017	646,896,288	674,389,380	703,050,928	732,930,593	764,080,143	796,553,549	830,407,075	865,699,376	902,491,599	940,847,492	980,833,511	1,022,518,935	1,065,975,990	1,111,279,969	1,158,509,368	1,207,746,016	1,259,075,222	1,312,585,918	1,368,370,820	1,426,526,580	1,487,153,960	1,550,358,003	1,616,248,218	1,684,938,767	1,756,548,665		
Midland College		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	1,023,117,432	1,066,599,923	1,111,930,420	1,159,187,462	1,208,452,930	1,259,812,179	1,313,354,197	1,369,171,750	1,427,361,549	1,488,024,415	1,551,265,453	1,617,194,235	1,685,924,990	1,757,576,802		
Midland ISD		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	1,023,117,432	1,066,599,923	1,111,930,420	1,159,187,462	1,208,452,930	1,259,812,179	1,313,354,197	1,369,171,750	1,427,361,549	1,488,024,415	1,551,265,453	1,617,194,235	1,685,924,990	1,757,576,802		
TAXABLE VALUE INCREMENT																																	
City of Midland			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	1,016,527,236	1,082,456,018	1,151,186,773	1,222,838,585		
Midland County			13,108,017	36,287,778	60,452,679	85,644,587	111,907,152	139,285,876	167,828,196	197,583,564	228,603,535	260,941,856	294,654,554	329,800,043	366,439,215	404,635,551	444,455,232	485,967,249	529,243,527	574,359,047	621,391,977	670,423,806	721,539,487	774,827,585	830,380,428	888,294,266	948,669,442	1,011,610,563	1,077,226,682	1,145,631,486	1,216,943,494		
Midland Hospital			13,253,725	36,530,314	60,796,158	86,093,300	112,465,571	139,958,663	168,620,211	198,499,876	229,649,426	262,122,832	295,976,358	331,268,659	368,060,882	406,416,775	446,402,794	488,088,218	531,545,273	576,849,252	624,078,651	673,315,299	724,644,505	778,155,201	833,940,103	892,095,863	952,723,243	1,015,927,286	1,081,817,501	1,150,508,050	1,222,117,948		
Midland College			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	1,016,527,236	1,082,456,018	1,151,186,773	1,222,838,585		
Midland ISD			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	1,016,527,236	1,082,456,018	1,151,186,773	1,222,838,585		
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		0	46,522	128,192	213,332	302,092	394,623	491,088	591,652	696,490	805,783	919,722	1,038,503	1,162,332	1,291,424	1,426,002	1,566,300	1,712,560	1,865,037	2,023,994	2,189,706	2,362,461	2,542,559	2,730,310	2,926,041	3,130,091	3,342,812	3,564,575	3,795,762	4,036,775	4,288,030	51,584,769	City of Midland
Midland County		0	17,247	47,747	79,543	112,690	147,246	183,271	220,827	259,978	300,794	343,345	387,704	433,948	482,157	532,415	584,810	639,431	696,373	755,736	817,621	882,137	949,394	1,019,510	1,092,606	1,168,809	1,248,250	1,331,067	1,417,404	1,507,410	1,601,242	19,260,714	Midland County
Midland Hospital		0	10,113	27,874	46,391	65,693	85,817	106,795	128,666	151,465	175,234	200,013	225,845	252,775	280,849	310,116	340,628	372,436	405,596	440,165	476,203	513,773	552,940	593,771	636,338	680,714	726,975	775,203	825,481	877,895	932,537	11,218,302	Midland Hospital
Midland College		0	11,009	30,335	50,483	71,486	93,383	116,210	140,007	164,816	190,679	217,641	245,749	275,052	305,600	337,446	370,646	405,257	441,339	478,954	518,168	559,048	601,666	646,096	692,413	740,699	791,037	843,514	898,222	955,255	1,014,711	12,206,923	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	**84,891**	**234,148**	**389,749**	**551,962**	**721,070**	**897,364**	**1,081,151**	**1,272,749**	**1,472,491**	**1,680,721**	**1,897,800**	**2,124,106**	**2,360,030**	**2,605,980**	**2,862,383**	**3,129,684**	**3,408,345**	**3,698,849**	**4,001,699**	**4,317,420**	**4,646,560**	**4,989,688**	**5,347,399**	**5,720,312**	**6,109,075**	**6,514,359**	**6,936,869**	**7,377,335**	**7,836,521**	**94,270,708**	
REVENUE 1 - DOWNTOWN																																	
REAL PROPERTY TAX		0	0	11,329,955	31,743,348	70,956,348	75,576,592	119,939,329	126,780,638	132,168,815	137,785,990	143,641,894	149,746,675	156,110,909	162,745,622	169,662,311	176,872,959	184,390,060	192,226,638	200,396,270	208,913,111	217,791,918	227,048,075	236,697,618	246,757,267	257,244,451	268,177,340	279,574,877	291,456,809	303,843,724	316,757,082		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
City of Midland		0	0	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	17,870,916	City of Midland
Midland County		0	0	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	6,705,709	Midland County
Midland Hospital		0	0	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	3,888,760	Midland Hospital
Midland College		0	0	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	4,228,940	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	**0**	**72,685**	**203,642**	**455,203**	**484,843**	**769,442**	**813,331**	**847,897**	**883,933**	**921,500**	**960,664**	**1,001,492**	**1,044,055**	**1,088,428**	**1,134,686**	**1,182,910**	**1,233,184**	**1,285,594**	**1,340,232**	**1,397,192**	**1,456,572**	**1,518,477**	**1,583,012**	**1,650,290**	**1,720,427**	**1,793,546**	**1,869,771**	**1,949,236**	**2,032,079**	**32,694,324**	
REVENUE 2 - DOWNTOWN SALES																																	
SALES		0	0	0	0	0	1,604,599	1,672,794	3,487,775	3,636,006	3,790,536	3,951,634	4,119,578	4,294,660	4,477,184	4,667,464	4,865,831	5,072,629	5,288,216	5,512,965	5,747,266	5,991,525	6,246,164	6,511,626	6,788,370	7,076,876	7,377,643	7,691,193	8,018,069	8,358,837	8,714,088		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
REVENUE 3 - HOTEL OCCUPANCY TAX																																	
		0	0	3,577,000	10,021,748	10,447,672	10,891,698	11,354,596	11,837,166	12,340,245	12,864,706	13,411,456	13,981,443	14,575,654	15,195,119	15,840,912	16,514,151	17,216,002	17,947,682	18,710,459	19,505,653	20,334,643	21,198,866	22,099,817	23,039,060	24,018,220	25,038,994	26,103,151	27,212,535	28,369,068	29,574,753		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
REVENUE A. 1. 2. 3		**0**	**84.891**	**306.833**	**593.390**	**1.007.165**	**1.205.913**	**1.666.806**	**1.894.482**	**2.120.647**	**2.356.423**	**2.602.221**	**2.858.464**	**3.125.598**	**3.404.085**	**3.694.408**	**3.997.070**	**4.312.594**	**4.641.529**	**4.984.443**	**5.341.931**	**5.714.612**	**6.103.132**	**6.508.164**	**6.930.411**	**7.370.602**	**7.829.502**	**8.307.905**	**8.806.640**	**9.326.571**	**9.868.600**	**126.965.032**	
Running Total		**0**	**84.891**	**391.724**	**985.114**	**1.992.280**	**3.198.193**	**4.864.999**	**6.759.481**	**8.880.128**	**11.236.551**	**13.838.772**	**16.697.236**	**19.822.834**	**23.226.919**	**26.921.327**	**30.918.397**	**35.230.991**	**39.872.520**	**44.856.962**	**50.198.893**	**55.913.505**	**62.016.637**	**68.524.801**	**75.455.212**	**82.825.814**	**90.655.316**	**98.963.221**	**107.769.861**	**117.096.433**	**126.965.032**		

GROSS	**126.965.032**	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland		$ -	$ 46,522	$ 167,921	$ 324,644	$ 550,909	$ 659,642	$ 911,669	$ 1,036,223	$ 1,159,955	$ 1,288,946	$ 1,423,419	$ 1,563,607	$ 1,709,753	$ 1,862,111	$ 2,020,943	$ 2,186,526	$ 2,359,146	$ 2,539,103	$ 2,726,707	$ 2,922,285	$ 3,126,175	$ 3,338,730	$ 3,560,319	$ 3,791,325	$ 4,032,149	$ 4,283,208	$ 4,544,938	$ 4,817,790	$ 5,102,239	$ 5,398,777	69,455,685	City of Midland
Midland County		$ -	$ 17,247	$ 62,655	$ 121,311	$ 206,054	$ 246,689	$ 341,086	$ 387,643	$ 433,885	$ 482,092	$ 532,347	$ 584,739	$ 639,357	$ 696,296	$ 755,655	$ 817,537	$ 882,049	$ 949,303	$ 1,019,415	$ 1,092,507	$ 1,168,705	$ 1,248,142	$ 1,330,955	$ 1,417,287	$ 1,507,288	$ 1,601,115	$ 1,698,929	$ 1,800,900	$ 1,907,205	$ 2,018,028	25,966,423	Midland County
Midland Hospital		$ -	$ 10,113	$ 36,520	$ 70,612	$ 119,837	$ 143,486	$ 198,315	$ 225,406	$ 252,317	$ 280,372	$ 309,619	$ 340,109	$ 371,895	$ 405,032	$ 439,577	$ 475,591	$ 513,135	$ 552,274	$ 593,077	$ 635,614	$ 679,959	$ 726,189	$ 774,383	$ 824,626	$ 877,004	$ 931,608	$ 988,533	$ 1,047,877	$ 1,109,743	$ 1,174,239	15,107,061	Midland Hospital
Midland College		$ -	$ 11,009	$ 39,737	$ 76,823	$ 130,366	$ 156,096	$ 215,736	$ 245,210	$ 274,490	$ 305,014	$ 336,835	$ 370,009	$ 404,593	$ 440,646	$ 478,232	$ 517,415	$ 558,264	$ 600,849	$ 645,243	$ 691,524	$ 739,772	$ 790,071	$ 842,507	$ 897,172	$ 954,160	$ 1,013,570	$ 1,075,506	$ 1,140,073	$ 1,207,384	$ 1,277,556	16,435,863	Midland College
Midland ISD		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland ISD
		0	**84.891**	**306.833**	**593.390**	**1.007.165**	**1.205.913**	**1.666.806**	**1.894.482**	**2.120.647**	**2.356.423**	**2.602.221**	**2.858.464**	**3.125.598**	**3.404.085**	**3.694.408**	**3.997.070**	**4.312.594**	**4.641.529**	**4.984.443**	**5.341.931**	**5.714.612**	**6.103.132**	**6.508.164**	**6.930.411**	**7.370.602**	**7.829.502**	**8.307.905**	**8.806.640**	**9.326.571**	**9.868.600**	**126.965.032**	**TOTAL**

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 4%
DISCOUNT RATE 6.00%

	REAL PROPERTY TAX			BUSINESS PERSONAL PROPERTY TAX			SALES TAX		
City of Midland	0.3506620	100%	0.3506620	0.3506620	100%	0.3506620	0.0125000	100%	0.0125000
Midland County	0.1315790	100%	0.1315790	0.1315790	100%	0.1315790	0.0050000	100%	0.0050000
Midland Hospital	0.0763050	100%	0.0763050	0.0763050	100%	0.0763050	*483.0175000*		*483.0175000*
Midland College	0.0829800	100%	0.0829800	0.0829800	100%	0.0829800			
Midland ISD	0.8770000	100%	0.8770000	0.8770000	100%	0.8770000			
	1.5185260		*1.5185260*	*1.5185260*		*1.5185260*			

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	
Midland County	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	532,298,116	
Midland Hospital	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	534,430,717	
Midland College	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	
Midland ISD	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	534,738,217	
TAXABLE VALUE																																	
City of Midland		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland County		523,171,351	545,406,133	568,585,894	592,750,795	617,942,703	644,205,268	671,583,992	700,126,312	729,881,680	760,901,651	793,239,972	826,952,670	862,098,159	898,737,331	936,933,667	976,753,348	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland Hospital		525,356,779	547,684,442	570,961,031	595,226,875	620,524,017	646,896,288	674,389,380	703,050,928	732,930,593	764,080,143	796,553,549	830,407,075	865,699,376	902,491,599	940,847,492	980,833,511	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland College		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
Midland ISD		525,664,279	548,005,011	571,295,224	595,575,271	620,887,220	647,274,927	674,784,111	703,462,436	733,359,589	764,527,372	797,019,785	830,893,126	866,206,084	903,019,842	941,398,186	981,407,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	
TAXABLE VALUE INCREMENT																																	
City of Midland			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	##########	##########	##########	##########	##########	
Midland County			13,108,017	36,287,778	60,452,679	85,644,587	111,907,152	139,285,876	167,828,196	197,583,564	228,603,535	260,941,856	294,654,554	329,800,043	366,439,215	404,635,551	444,455,232	485,967,249	529,243,527	574,359,047	621,391,977	670,423,806	721,539,487	774,827,585	830,380,428	888,294,266	948,669,442	##########	##########	##########	##########	##########	
Midland Hospital			13,253,725	36,530,314	60,796,158	86,093,300	112,465,571	139,958,663	168,620,211	198,499,876	229,649,426	262,122,832	295,976,358	331,268,659	368,060,882	406,416,775	446,402,794	488,088,218	531,545,273	576,849,252	624,078,651	673,315,299	724,644,505	778,155,201	833,940,103	892,095,863	952,723,243	##########	##########	##########	##########	##########	
Midland College			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	##########	##########	##########	##########	##########	
Midland ISD			13,266,794	36,557,007	60,837,054	86,149,003	112,536,710	140,045,894	168,724,219	198,621,372	229,789,155	262,281,568	296,154,909	331,467,867	368,281,625	406,659,969	446,669,392	488,379,215	531,861,706	577,192,203	624,449,245	673,714,713	725,073,962	778,615,980	834,433,533	892,623,332	953,286,198	##########	##########	##########	##########	##########	
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		0	46,522	128,192	213,332	302,092	394,623	491,088	591,652	696,490	805,783	919,722	1,038,503	1,162,332	1,291,424	1,426,002	1,566,300	1,712,560	1,865,037	2,023,994	2,189,706	2,362,461	2,542,559	2,730,310	2,926,041	3,130,091	3,342,812	3,564,575	3,795,762	4,036,775	4,288,030	51,584,769	City of Midland
Midland County		0	17,247	47,747	79,543	112,690	147,246	183,271	220,827	259,978	300,794	343,345	387,704	433,948	482,157	532,415	584,810	639,431	696,373	755,736	817,621	882,137	949,394	1,019,510	1,092,606	1,168,809	1,248,250	1,331,067	1,417,404	1,507,410	1,601,242	19,260,714	Midland County
Midland Hospital		0	10,113	27,874	46,391	65,693	85,817	106,795	128,666	151,465	175,234	200,013	225,845	252,775	280,849	310,116	340,628	372,436	405,596	440,165	476,203	513,773	552,940	593,771	636,338	680,714	726,975	775,203	825,481	877,895	932,537	11,218,302	Midland Hospital
Midland College		0	11,009	30,335	50,483	71,486	93,383	116,210	140,007	164,816	190,679	217,641	245,749	275,052	305,600	337,446	370,646	405,257	441,339	478,954	518,168	559,048	601,666	646,096	692,413	740,699	791,037	843,514	898,222	955,255	1,014,711	12,206,923	Midland College
Midland ISD		0	116,350	320,605	533,541	755,527	986,947	1,228,202	1,479,711	1,741,909	2,015,251	2,300,209	2,597,279	2,906,973	3,229,830	3,566,408	3,917,291	4,283,086	4,664,427	5,061,976	5,476,420	5,908,478	6,358,899	6,828,462	7,317,982	7,828,307	8,360,320	8,914,944	9,493,139	10,095,908	10,724,294	129,012,674	Midland ISD
		0	**201,241**	**554,753**	**923,290**	**1,307,489**	**1,708,017**	**2,125,567**	**2,560,863**	**3,014,659**	**3,487,741**	**3,980,930**	**4,495,079**	**5,031,079**	**5,589,860**	**6,172,388**	**6,779,674**	**7,412,770**	**8,072,772**	**8,760,824**	**9,478,119**	**10,225,898**	**11,005,458**	**11,818,150**	**12,665,381**	**13,548,619**	**14,469,395**	**15,429,303**	**16,430,008**	**17,473,243**	**18,560,815**	**223,283,382**	
REVENUE 1 - DOWNTOWN																																	
REAL PROPERTY TAX		0	0	11,329,955	31,743,348	70,956,348	75,576,592	119,939,329	126,780,638	132,168,815	137,785,990	143,641,894	149,746,675	156,110,909	162,745,622	169,662,311	176,872,959	184,390,060	192,226,638	200,396,270	208,913,111	217,791,918	227,048,075	236,697,618	246,757,267	257,244,451	268,177,340	279,574,877	291,456,809	303,843,724	316,757,082		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Midland		0	0	39,730	111,312	248,817	265,018	420,582	444,572	463,466	483,163	503,698	525,105	547,422	570,687	594,941	620,226	646,586	674,066	702,714	732,579	763,713	796,171	830,009	865,284	902,059	940,396	980,363	1,022,028	1,065,464	1,110,747	17,870,916	City of Midland
Midland County		0	0	14,908	41,768	93,364	99,443	157,815	166,817	173,906	181,297	189,003	197,035	205,409	214,139	223,240	232,728	242,619	252,930	263,679	274,886	286,568	298,748	311,444	324,681	338,480	352,865	367,862	383,496	399,795	416,786	6,705,709	Midland County
Midland Hospital		0	0	8,645	24,222	54,143	57,669	91,520	96,740	100,851	105,138	109,606	114,264	119,120	124,183	129,461	134,963	140,699	146,679	152,912	159,411	166,186	173,249	180,612	188,288	196,290	204,633	213,330	222,396	231,848	241,701	3,888,760	Midland Hospital
Midland College		0	0	9,402	26,341	58,880	62,713	99,526	105,203	109,674	114,335	119,194	124,260	129,541	135,046	140,786	146,769	153,007	159,510	166,289	173,356	180,724	188,404	196,412	204,759	213,461	222,534	231,991	241,851	252,130	262,845	4,228,940	Midland College
Midland ISD		0	0	99,364	278,389	622,287	662,807	1,051,868	1,111,866	1,159,121	1,208,383	1,259,739	1,313,278	1,369,093	1,427,279	1,487,938	1,551,176	1,617,101	1,685,828	1,757,475	1,832,168	1,910,035	1,991,212	2,075,838	2,164,061	2,256,034	2,351,915	2,451,872	2,556,076	2,664,709	2,777,960	44,694,872	Midland ISD
		0	**0**	**172,048**	**482,031**	**1,077,491**	**1,147,650**	**1,821,310**	**1,925,197**	**2,007,018**	**2,092,316**	**2,181,240**	**2,273,942**	**2,370,585**	**2,471,335**	**2,576,366**	**2,685,862**	**2,800,011**	**2,919,011**	**3,043,069**	**3,172,400**	**3,307,227**	**3,447,784**	**3,594,315**	**3,747,073**	**3,906,324**	**4,072,343**	**4,245,417**	**4,425,847**	**4,613,946**	**4,810,039**	**77,389,197**	
REVENUE 2 - DOWNTOWN SALES																																	
SALES		0	0	0	0	0	1,604,599	1,672,794	3,487,775	3,636,006	3,790,536	3,951,634	4,119,578	4,294,660	4,477,184	4,667,464	4,865,831	5,072,629	5,288,216	5,512,965	5,747,266	5,991,525	6,246,164	6,511,626	6,788,370	7,076,876	7,377,643	7,691,193	8,018,069	8,358,837	8,714,088		
City of Midland		0	0	0	0	0	20,057	20,910	43,597	45,450	47,382	49,395	51,495	53,683	55,965	58,343	60,823	63,408	66,103	68,912	71,841	74,894	78,077	81,395	84,855	88,461	92,221	96,140	100,226	104,485	108,926	1,687,044	City of Midland
Midland County		0	0	0	0	0	8,023	8,364	17,439	18,180	18,953	19,758	20,598	21,473	22,386	23,337	24,329	25,363	26,441	27,565	28,736	29,958	31,231	32,558	33,942	35,384	36,888	38,456	40,090	41,794	43,570	674,818	Midland County
		0	**0**	**0**	**0**	**0**	**28,080**	**29,274**	**61,036**	**63,630**	**66,334**	**69,154**	**72,093**	**75,157**	**78,351**	**81,681**	**85,152**	**88,771**	**92,544**	**96,477**	**100,577**	**104,852**	**109,308**	**113,953**	**118,796**	**123,845**	**129,109**	**134,596**	**140,316**	**146,280**	**152,497**	**2,361,862**	
REVENUE 3 - HOTEL OCCUPANCY TAX																																	
		0	0	3,577,000	10,021,748	10,447,672	10,891,698	11,354,596	11,837,166	12,340,245	12,864,706	13,411,456	13,981,443	14,575,654	15,195,119	15,840,912	16,514,151	17,216,002	17,947,682	18,710,459	19,505,653	20,334,643	21,198,866	22,099,817	23,039,060	24,018,220	25,038,994	26,103,151	27,212,535	28,369,068	29,574,753		
City of Midland		0	0	250,390	701,522	731,337	762,419	794,822	828,602	863,817	900,529	938,802	978,701	1,020,296	1,063,658	1,108,864	1,155,991	1,205,120	1,256,338	1,309,732	1,365,396	1,423,425	1,483,921	1,546,987	1,612,734	1,681,275	1,752,730	1,827,221	1,904,877	1,985,835	2,070,233	34,525,573	City of Midland
		0	**0**	**250,390**	**701,522**	**731,337**	**762,419**	**794,822**	**828,602**	**863,817**	**900,529**	**938,802**	**978,701**	**1,020,296**	**1,063,658**	**1,108,864**	**1,155,991**	**1,205,120**	**1,256,338**	**1,309,732**	**1,365,396**	**1,423,425**	**1,483,921**	**1,546,987**	**1,612,734**	**1,681,275**	**1,752,730**	**1,827,221**	**1,904,877**	**1,985,835**	**2,070,233**	**34,525,573**	
REVENUE A, 1, 2, 3		**0**	**201,241**	**977,191**	**2,106,843**	**3,116,316**	**3,646,166**	**4,770,972**	**5,375,697**	**5,949,124**	**6,546,921**	**7,170,125**	**7,819,815**	**8,497,116**	**9,203,203**	**9,939,299**	**10,706,679**	**11,506,672**	**12,340,665**	**13,210,103**	**14,116,491**	**15,061,402**	**16,046,471**	**17,073,405**	**18,143,985**	**19,260,063**	**20,423,576**	**21,636,537**	**22,901,049**	**24,219,303**	**25,593,583**	**337,560,014**	
Running Total		**0**	**201,241**	**1,178,432**	**3,285,275**	**6,401,591**	**10,047,758**	**14,818,730**	**20,194,427**	**26,143,551**	**32,690,473**	**39,860,597**	**47,680,412**	**56,177,528**	**65,380,732**	**75,320,030**	**86,026,709**	**97,533,381**	**109,874,046**	**123,084,148**	**137,200,640**	**152,262,041**	**168,308,512**	**185,381,918**	**203,525,902**	**222,785,965**	**243,209,541**	**264,846,078**	**287,747,127**	**311,966,430**	**337,560,014**		

GROSS 337,560,014

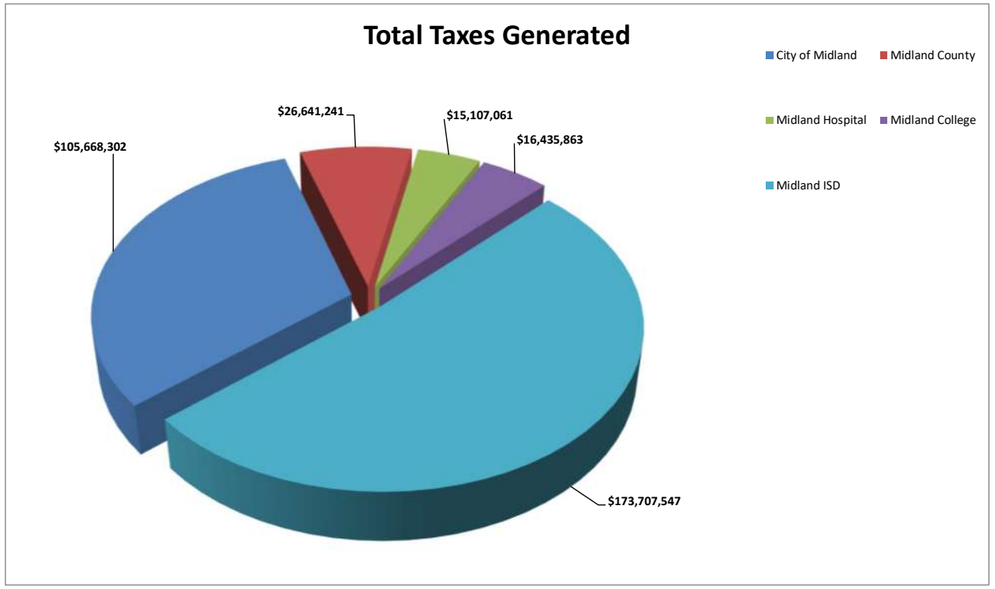
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland	$ -	$ 46,522	$ 418,311	$ 1,026,167	$ 1,282,246	$ 1,442,118	$ 1,727,401	$ 1,908,422	$ 2,069,223	$ 2,236,857	$ 2,411,617	$ 2,593,803	$ 2,783,733	$ 2,981,734	$ 3,188,150	$ 3,403,340	$ 3,627,674	$ 3,861,543	$ 4,105,351	$ 4,359,522	$ 4,624,494	$ 4,900,728	$ 5,188,702	$ 5,488,914	$ 5,801,886	$ 6,128,159	$ 6,468,298	$ 6,822,894	$ 7,192,559	$ 7,577,936	105,668,302	City of Midland
Midland County	$ -	$ 17,247	$ 62,655	$ 121,311	$ 206,054	$ 254,712	$ 349,450	$ 405,082	$ 452,065	$ 501,044	$ 552,105	$ 605,337	$ 660,830	$ 718,682	$ 778,993	$ 841,867	$ 907,413	$ 975,744	$ 1,046,980	$ 1,121,243	$ 1,198,663	$ 1,279,373	$ 1,363,513	$ 1,451,229	$ 1,542,673	$ 1,638,003	$ 1,737,385	$ 1,840,990	$ 1,948,999	$ 2,061,598	26,641,241	Midland County
Midland Hospital	$ -	$ 10,113	$ 36,520	$ 70,612	$ 119,837	$ 143,486	$ 198,315	$ 225,406	$ 252,317	$ 280,372	$ 309,619	$ 340,109	$ 371,895	$ 405,032	$ 439,577	$ 475,591	$ 513,135	$ 552,274	$ 593,077	$ 635,614	$ 679,959	$ 726,189	$ 774,383	$ 824,626	$ 877,004	$ 931,608	$ 988,533	$ 1,047,877	$ 1,109,743	$ 1,174,239	15,107,061	Midland Hospital
Midland College	$ -	$ 11,009	$ 39,737	$ 76,823	$ 130,366	$ 156,096	$ 215,736	$ 245,210	$ 274,490	$ 305,014	$ 336,835	$ 370,009	$ 404,593	$ 440,646	$ 478,232	$ 517,415	$ 558,264	$ 600,849	$ 645,243	$ 691,524	$ 739,772	$ 790,071	$ 842,507	$ 897,172	$ 954,160	$ 1,013,570	$ 1,075,506	$ 1,140,073	$ 1,207,384	$ 1,277,556	16,435,863	Midland College
Midland ISD	$ -	$ 116,350	$ 419,969	$ 811,930	$ 1,377,814	$ 1,649,754	$ 2,280,070	$ 2,591,578	$ 2,901,030	$ 3,223,634	$ 3,559,949	$ 3,910,557	$ 4,276,066	$ 4,657,109	$ 5,054,346	$ 5,468,466	$ 5,900,187	$ 6,350,255	$ 6,819,451	$ 7,308,588	$ 7,818,513	$ 8,350,110	$ 8,904,300	$ 9,482,043	$10,084,340	$10,712,235	$11,366,816	$12,049,215	$12,760,617	$13,502,254	173,707,547	Midland ISD
	0	**201,241**	**977,191**	**2,106,843**	**3,116,316**	**3,646,166**	**4,770,972**	**5,375,697**	**5,949,124**	**6,546,921**	**7,170,125**	**7,819,815**	**8,497,116**	**9,203,203**	**9,939,299**	**10,706,679**	**11,506,672**	**12,340,665**	**13,210,103**	**14,116,491**	**15,061,402**	**16,046,471**	**17,073,405**	**18,143,985**	**19,260,063**	**20,423,576**	**21,636,537**	**22,901,049**	**24,219,303**	**25,593,583**	**337,560,014**	**TOTAL**

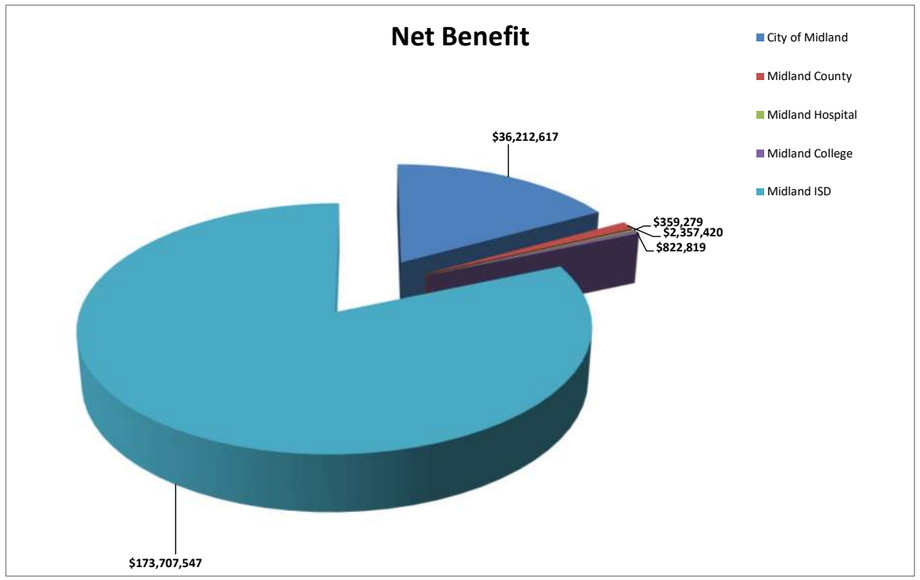
Revenue Summary

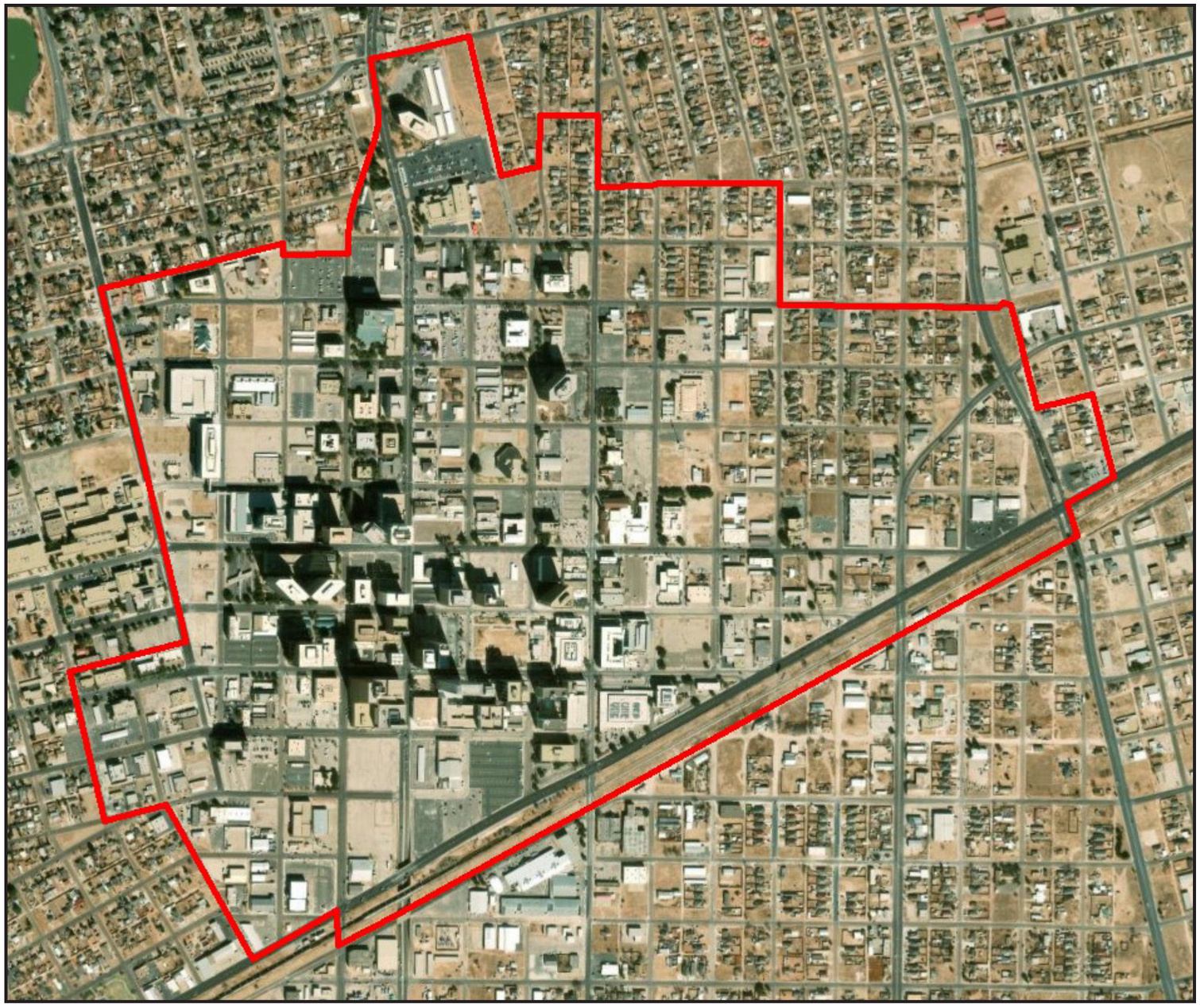
Taxing Jurisdictions	Total Taxes Generated	Participation (100%)	Net Benefit
City of Midland	$105,668,302	$69,455,685	$36,212,617
Midland County	$26,641,241	$24,283,821	$2,357,420
Midland Hospital	$15,107,061	$14,747,782	$359,279
Midland College	$16,435,863	$15,613,044	$822,819
Midland ISD	$173,707,547	$0	$173,707,547
Total	**$337,560,014**	**$124,100,332**	**$213,459,682**

**County Participation not to exceed $24,283,821 per the separate interlocal agreement*
**Hospital Participation not to exceed $14,747,782 per the separate interlocal agreement*
**College Participation not to exceed $15,613,044 per the separate interlocal agreement*

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$105,668,302	$69,455,685	$36,212,617
City of Midland - Real Property	*$69,455,685*	*$69,455,685*	$0
City of Midland - Sales	*$1,687,044*	*$0*	*$1,687,044*
City of Midland -HOT	*$34,525,573*	*$0*	$34,525,573







Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2053 (with the final year's tax increment to be collected by September 1, 2054).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035533		BLK: 088, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	14 TEXAS REAL ESTATE LLC		$ 16,880
R000035534	215 S MARIENFELD ST	BLK: 088, LOT: 009, ADDN: ORIGINAL TOWN	0.161	14 TEXAS REAL ESTATE LLC		$ 19,690
R000035535	409 W MISSOURI AV	BLK: 088, LOTS: 010 THRU 12 E.56, ADDN: ORIGINAL TOWN	0.193	14 TEXAS REAL ESTATE LLC		$ 23,630
R000035536	210 N MARIENFELD ST	BLK: 088, LOTS: 010 THRU 12 W.84, ADDN: ORIGINAL TOWN	0.289	14 TEXAS REAL ESTATE LLC		$ 35,440
R000035532	401 W MISSOURI AV	BLK: 088, LOTS: 001 THRU 8, ADDN: ORIGINAL TOWN	1.285	14 TEXAS REAL ESTATE LLC		$ 115,500
R000035116		BLK: 026, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	312 PARTNERSHIP ET AL		$ 59,060
R000035663	407 S MARIENFELD ST	BLK: 109, LOT: 003 & S.16.5 OF 4, ADDN: ORIGINAL TOWN	0.138	4WC PROPERTIES LLC		$ 54,160
R000026089	500 N COLORADO ST	BLK: 041, S.240 OF W/2, ADDN: HOMESTEAD	0.771	500 COLORADO LLC		$ 2,145,840
R000026121	500 W OHIO AV	BLK: 047, S.80 OF SE/4, ADDN: HOMESTEAD	0.257	500 WEST OHIO LLC		$ 1,401,012
R000026063	606 W TENNESSEE AV	BLK: 037, SW/4, ADDN: HOMESTEAD	0.482	606 W TENNESSEE		$ 836,603
R000051778	808 W WALL ST	BLK: 014, LOTS: 007 THRU 9, ADDN: WEST END	0.492	808 PARTNERS LLC		$ 743,235
R000025981	0 N COLORADO ST	BLK:029, LOT: 001A, ADDN: HOMESTEAD SEC 8	0.4	A & D ALLIANCE ENERGY MANAGEMENT LLC		$ 799,850
R000034985	511 N DALLAS ST	BLK: 001, LOT: 001, ADDN: OLD PUEBLO PARK	0.112	A N FINANCE LLC		$ 261,970
R000035542	511 W MISSOURI AV	BLK: 089, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	A R STRATEGIES LLC		$ 305,080
R000051903	807 W MISSOURI AV	BLK: 032, LOT: 007 E.70, ADDN: WEST END	0.225	ABYSS PROPERTIES LLC		$ 39,200
R000052576	811 W MISSOURI AV	BLK: 032, LOT: 7A, ADDN: WEST END SEC 5	0.225	ABYSS PROPERTIES LLC		$ 617,950
R000041035	903 N MAIN ST	BLK: 002, LOTS: 007, ADDN: RICHARDSON ABILENE	0.158	ACOSTA MARTIN ORLANDO		$ 196,680
R000032395	407 N LEE ST	BLK: 006, LOT: 003, ADDN: MOODY	0.161	ACOSTA MARTIN SOTO		$ 242,200
R000035049	404 N TERRELL ST	BLK: 014, 9336 SQ IN SW/4, ADDN: ORIGINAL TOWN	0.214	ACOSTA ROSALINDA		$ 167,170
R000035192	210 N MAIN ST	BLK: 038, LOTS: 9(N41) & 10(S/2), ADDN: ORIGINAL TOWN	0.212	AGGIETECH LLC		$ 170,520
R000035122	301 W OHIO AV	BLK: 027, LOT: 001, ADDN: ORIGINAL TOWN	0.08	AGUILAR SALVADOR		$ 80,660
R000017946	204 W KANSAS AV	BLK: 001, LOT: 001 & 2 W 69, ADDN: ESTES	0.171	AGUILERA JAVIER		$ 61,810
R000035117	200 W ILLINOIS AV	BLK: 026, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	AKA SQUARE INC		$ 1,152,600
R000025949	610 N FORT WORTH ST	BLK: 023, N 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	AKATI SETOR		$ 185,440
R000026000	507 W LOUISIANA AV	BLK: 031, E.70 OF NW/4, ADDN: HOMESTEAD	0.241	ALAMO HEIGHTS HOMES LLC		$ 92,580
R000035082	309 N TERRELL ST	BLK: 020, LOT: 002, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 14,000
R000035083	307 N TERRELL ST	BLK: 020, LOT: 003, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 21,950
R000035080	310 N TERRELL ST	BLK: 019, LOT: 012, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 91,880
R000034966	505 N MINEOLA ST	BLK: 003, LOTS: 002 & 003, ADDN: ORIGINAL TOWN	0.322	ALCOCER JESSE		$ 116,420
R000035198	211 E TEXAS AV	BLK: 039, LOT: 004 S/2&ALL OF 5&6, ADDN: ORIGINAL TOWN	0.402	ALLEN REAL PROPERTIES LTD		$ 216,890
R000025850	701 N BIG SPRING ST	BLK: 010, SE/4, ADDN: HOMESTEAD	0.643	AMERICAN MOMENTUM BANK		$ 35,000
R000026072	510 N MARIENFELD ST	BLK: 039, N.75 OF W/2, ADDN: HOMESTEAD	0.241	AMERICAN MOMENTUM BANK		$ 74,660
R000026110	405 N BIG SPRING ST	BLK: 046, SE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 126,590
R000026108	407 N BIG SPRING ST	BLK: 046, NE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 2,872,770
R000035366	509 W WALL ST	BLK: 062, LOTS: 011 & 12, ADDN: ORIGINAL TOWN	0.321	AMERICAN STATE BANK		$ 4,045,459
R000035543	601 W MISSOURI AV	BLK: 090, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	AR STRATEGIES LLC		$ 42,000
R000035306	120 N MAIN ST	BLK: 053, LOT: 024, ADDN: ORIGINAL TOWN	0.08	ARMENDARIZ MARCELINO		$ 153,570
R000025923	601 N MINEOLA ST	BLK: 021, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	ARMENDARIZ TERRY		$ 67,410
R000035337	513 W TEXAS AV	BLK: 058, LOTS: 011 & 12 E.60, ADDN: ORIGINAL TOWN	0.138	ARRINGTON BUILDING LLC THE		$ 100,010
R000035332	511 W TEXAS AV	BLK: 058, LOTS: 001 & 2 W.65, ADDN: ORIGINAL TOWN	0.149	ARRINGTON BUILDING LLC THE		$ 129,070
R000035333	109 N MARIENFELD ST	BLK: 058, LOTS: 001 & 2 E.75, ADDN: ORIGINAL TOWN	0.172	ARRINGTON BUILDING LLC THE		$ 147,820
R000035336	102 N PECOS ST	BLK: 058, LOT: 010 & W.80 OF, ADDN: ORIGINAL TOWN, LOT 11 & 12	0.344	ARRINGTON BUILDING LLC THE		$ 281,360
R000035334	500 W WALL ST	BLK: 058, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	ARRINGTON BUILDING LLC THE		$ 4,530,767
R000035215	203 N DALLAS ST	BLK: 041, LOT: 01A, ADDN: ORIGINAL TOWN, SECTION 17	0.964	AUSBUILT LLC	E	$ -
R000035056	401 N MARSHALL ST	BLK: 015, S.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2C)	0.161	AVALOS ELODIA H		$ 107,280
R000025872	0 N MAIN ST	BLK: 014, N.60 OF SW/4, ADDN: HOMESTEAD	0.193	B AND B INVESTMENTS		$ 16,800
R000025873	105 E LOUISIANA AV	BLK: 014, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	B AND B INVESTMENTS		$ 25,200
R000035354	108 S PECOS ST	BLK: 061, LOT: 004, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 26,690
R000035352	601 W WALL ST	BLK: 061, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 116,700
R000035355	602 W MISSOURI AV	BLK: 061, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 189,330

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035353	104 S PECOS ST	BLK: 061, LOT: 003, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 1,644,324
R000025816	207 E KANSAS AV	BLK: 008, W/2 OF SE/4, ADDN: HOMESTEAD	0.241	BADILLO MINERVA M EST		$ 194,040
R000035046	409 N MINEOLA ST	BLK: 014, S.50 OF N.100 OF E/2, ADDN: ORIGINAL TOWN	0.126	BAESA ANGELITA		$ 61,890
R000035048	401 N MINEOLA ST	BLK: 014, LOT: 002 S.150 OF E.140, ADDN: ORIGINAL TOWN	0.482	BAESA ANGELITA		$ 73,270
R000035047	407 N MINEOLA ST	BLK: 014, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.158	BAEZA ALFREDO		$ 241,680
R000026093	501 N BAIRD ST	BLK: 043, S.114.3 OF E/2, ADDN: HOMESTEAD	0.367	BAIRD STREET STORAGE LLC		$ 153,170
R000025939	601 N TERRELL ST	BLK: 022, LOT: 006, ADDN: HOMESTEAD	0.161	BALTIER JOSE R		$ 153,820
R000035017	407 N FORT WORTH ST	BLK: 011, S.55 OF NE/4, ADDN: ORIGINAL TOWN	0.177	BANDA OSVALDO		$ 93,470
R000035099	307 N FORT WORTH ST	BLK: 022, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 14,000
R000035020	303 E OHIO AV	BLK: 011, LOT: 003 E.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 24,570
R000035098	311 N FORT WORTH ST	BLK: 022, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	BECKER STEVE A		$ 28,000
R000035110	312 N WEATHERFORD ST	BLK: 022, LOT: 012 N.45, ADDN: ORIGINAL TOWN	0.145	BECKER STEVEN A		$ 55,110
R000109949	702 N BAIRD ST	BLK: 015, LOT: 008, ADDN: HOMESTEAD SEC 3	0.172	BELL JACQUELINE R		$ 157,010
R000017756	400 W KANSAS AV	BLK: 018, LOT: 004, ADDN: ELMWOOD SEC 2	0.378	BELL NONGYOW R		$ 134,960
R000035329	410 W WALL ST	BLK: 057, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	BEN MAR PARTNERS		$ 193,730
R000041038	806 N LORAINE ST	BLK: 002, LOT: 012, ADDN: RICHARDSON ABILENE	0.13	BENITEZ MARTA		$ 87,460
R000109948	700 N BAIRD ST	BLK: 015, LOT: 007, ADDN: HOMESTEAD SEC 3	0.172	BENNETT AUGUSTINE JR		$ 162,770
R000025924	611 N MINEOLA ST	BLK: 021, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	BETANCOURT ONIEL		$ 14,000
R000041032	919 N MAIN ST	BLK: 002, LOTS: 003 & 4, ADDN: RICHARDSON ABILENE	0.316	BEZINQUE CURTIS F		$ 122,040
R000025985	600 N BIG SPRING ST	BLK:029, S.100 OF W/2, ADDN: HOMESTEAD	0.321	BHBW HOLDINGS LLC		$ 265,040
R000014586	714 W LOUISIANA AV	BLK: 001, LOT: 018A, ADDN: COUNTRY CLUB, HEIGHTS 2	0.482	BIG BROTHERS BIG SISTERS	E	$ -
R000035184	213 N MAIN ST	BLK: 037, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BORLAND R MIKE		$ 221,550
R000025853	710 N BIG SPRING ST	BLK: 011, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	BRANCH BANKING & TRUST CO		$ 245,946
R000025970	610 N MAIN ST	BLK: 026, N.75 OF NW/4, ADDN: HOMESTEAD	0.241	BRANUM MARK L		$ 142,910
R000035222	501 E TEXAS AV	BLK: 042, LOTS: 006 & 7, ADDN: ORIGINAL TOWN	0.321	BROOKS JULIUS L		$ 28,410
R000032397	0 N LEE ST	BLK: 006, LOT: 005, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 14,000
R000032398	401 N LEE ST	BLK: 006, LOT: 006, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 27,010
R000025852	300 W LOUISIANA AV	BLK: 011, E/2, ADDN: HOMESTEAD	0.964	CABRITO LTD		$ 2,124,195
R000058239	509 N DALLAS ST	BLK: 001, LOT: 002, ADDN: OLD PUEBLO PARK	0.115	CALLEROS MARIA DELALUZ		$ 182,380
R000025952	606 N FORT WORTH ST	BLK: 023, N 50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO FELICIANO RAMOS JR		$ 194,850
R000205486	604 N FORT WORTH ST	BLK: 023, S50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO KARINA		$ 221,930
R000035279	315 E WALL ST	BLK: 051, LOTS: 010 THRU 12 W.40, ADDN: ORIGINAL TOWN	0.069	CAPROCK TITLE MIDLAND LLC		$ 22,240
R000035281	315 E WALL ST	BLK: 051, LOTS: 013 THRU 15 E.65, ADDN: ORIGINAL TOWN	0.112	CAPROCK TITLE MIDLAND LLC		$ 149,730
R000041036	809 N MAIN ST	BLK: 002, LOT: 010, ADDN: RICHARDSON ABILENE	0.158	CARRASCO ALEJANDRO		$ 160,080
R000025937	605 N TERRELL ST	BLK: 022, LOT: 004, ADDN: HOMESTEAD	0.161	CARRASCO RUBEN H		$ 62,990
R000109952	708 N BAIRD ST	BLK: 015, LOT: 011, ADDN: HOMESTEAD SEC 3	0.172	CARRASCO VANESSA MAE		$ 160,790
R000035088	310 N DALLAS ST	BLK: 020, LOT: 012, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE		$ 14,000
R000035078	306 N TERRELL ST	BLK: 019, LOT: 010, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE INC		$ 14,000
R000035077	601 E ILLINOIS AV	BLK: 019, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	CARTERS FURNITURE INC		$ 188,070
R000035087	501 E ILLINOIS AV	BLK: 020, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	CARTERS FURNITURE INC		$ 476,910
R000025806	811 N FORT WORTH ST	BLK: 007N.75 OF E/2,, ADDN: HOMESTEAD	0.241	CASTILLO CRUZ VIDALES		$ 91,050
R000051781	800 W WALL ST	BLK: 014, LOT: 011 E.26.67 &, ADDN: WEST END, W.9.66 OF LOT 12	0.119	CENTENARY ENTERPRISES		$ 106,380
R000051780	800 W WALL ST	BLK: 014, LOT: 010 E.13 &, ADDN: WEST END, W.23.33 OF LOT 11	0.119	CENTENARY ENTERPRISES		$ 106,390
R000051779	800 W WALL ST	BLK: 014, LOT: 010 W.37, ADDN: WEST END	0.121	CENTENARY ENTERPRISES		$ 107,070
R000051782	800 W WALL ST	BLK: 014, LOT: 012 E.40.34, ADDN: WEST END	0.132	CENTENARY ENTERPRISES		$ 110,540
R000025815	807 N WEATHERFORD ST	BLK: 008, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	CHAVEZ RAMONA SEGURA		$ 53,800
R000035360	615 W WALL ST	BLK: 061, LOTS: 010 THRU 12 E.50, ADDN: ORIGINAL TOWN	0.172	CHIN ROBERT AND JULIE TATE AKA JULIE CHIN		$ 144,610
R000025947	404 E LOUISIANA AV	BLK: 023, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	CHURCH OF GOD SEVENTH DAY	E	$ -
R000034994	404 N COLORADO ST	BLK: 007, ALL, ADDN: ORIGINAL TOWN	2.066	CITY OF MIDLAND		$ 1,230,784
R000214346	209 E TEXAS AV	BLK: 038, LOT: 07A, ADDN: ORIGINAL TOWN, SEC 11	1.516	CITY OF MIDLAND TEXAS	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035167	310 W TEXAS AV	BLK: 035, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	CITY OF MIDLAND TEXAS	E	$ -
R000051786	111 N B ST	BLK: 015, LOT: 007, ADDN: WEST END	0.161	CLARK J A		$ 96,080
R000034975	511 N TERRELL ST	BLK: 004, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.161	CLYDE L AND MATILDE REYES MASTER TRUST		$ 126,770
R000035068	406 N MARSHALL ST	BLK: 016, N.15 OF S.65, ADDN: ORIGINAL TOWN	0.025	COATES W M		$ 2,210
R000026114	408 N PECOS ST	BLK: 047, SEC: S.25 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 9,840
R000026027	607 N PECOS ST	BLK: 032, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026026	609 N PECOS ST	BLK: 032, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026025	611 N PECOS ST	BLK: 032,N.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026132	0 W TENNESSEE AV	BLK: 049, (40 X 150) ABANDONED ST, ADDN: HOMESTEAD	0.138	COG REALTY LLC		$ 16,880
R000026069	0 N PECOS ST	BLK: 038, N.50 OF SW/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026029	601 N PECOS ST	BLK: 032, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026031	600 N CARRIZO ST	BLK:032, S.75 OF SW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 21,000
R000026066	508 N PECOS ST	BLK: 038, S.75 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 29,530
R000026030	605 N PECOS ST	BLK: 032, N.100 OF SE/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 30,960
R000026070	500 W TENNESSEE AV	BLK: 038, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 39,380
R000057849	0 SAN ANGELO ST	BLK: 033, LOT: S 150 FT OF W/2, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 42,000
R000203803	606 N CARRIZO ST	BLK: 032, LT 001, ADDN: HOMESTEAD, SEC 4, & E 10' OF N CARRIZO ST	0.775	COG REALTY LLC		$ 42,190
R000026112	0 W PECOS ST	BLK: 047, LOT: 001 & N.50 OF 5, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 45,730
R000026134	709 W TENNESSEE AV	BLK: 049, LOT: N/2 OF BLK 49 1/2, ADDN: HOMESTEAD,	0.367	COG REALTY LLC		$ 50,060
R000026113	506 W OHIO AV	BLK: 047, LOTS: 002 THRU 4 & S.10, ADDN: HOMESTEAD, OF LOT 5	0.321	COG REALTY LLC		$ 75,780
R000026126	707 W TENNESSEE AV	BLK: 049, NW/4, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 161,110
R000026115	408 N PECOS ST	BLK: 047, SEC: N25 OF S50 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 226,030
R000026065	510 N PECOS ST	BLK: 038, N/2 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 339,820
R000035383	100 S MAIN ST	BLK: 066, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.241	COG REALTY LLC		$ 1,624,865
R000214253	505 N PECOS ST	BLK:037, LOT 001, ADDN: HOMESTEAD SEC: 11	1.551	COG REALTY LLC		$ 4,310,600
R000035384	102 S MAIN ST	BLK: 066, LOT: 025, ADDN: ORIGINAL TOWN, SEC 15	0.723	COG REALTY LLC		$ 9,330,110
R000218745	0 CARRIZO ST	BLK: 036, LOT: 001, ADDN: HOMESTEAD, SEC: 016	3.287	COG REALTY LLC		$ 26,003,286
R000032446	1101 E FRONT ST	BLK: 014, LOT: 04A, ADDN: MOODY SEC 5	0.555	COMMUNITY CHILDRENS MINISTRY INC	E	$ -
R000026045	717 W LOUISIANA AV	BLK: 034, LOTS: 001 THRU 4, ADDN: HOMESTEAD	0.703	COMMUNITY NATIONAL BANK		$ 721,676
R000214855	811 N MAIN ST	BLK: 002, LOT: 009, ADDN: RICHARDSON ABILENE	0.158	CONCEPCION JOSUE M		$ 222,710
R000203136	511 N FORT WORTH ST	BLK: 002, LOT: 001, ADDN: OLD PUEBLO PARK, SEC 2	0.161	CORDERO BRENDA ELAINE		$ 185,000
R000034960	500 N MINEOLA ST	BLK: 002, LOT: 01A ADDN: ORIGINAL TOWN, SEC 16	0.383	CORNETT RICHARD		$ 345,570
R000035312	0 N COLORADO ST	BLK: 056, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.112	COWDEN MELANIE HOPE		$ 52,290
R000035300	113 E WALL ST	BLK: 053, LOTS: 009 S 17 OF W 75, ADDN: ORIGINAL TOWN, & W 75 OF 10;11 & 12	0.158	COWDEN WRIGHT JR ESTATE		$ 209,010
R000035301	100 N MAIN ST	BLK: 053, LOT: 13A, ADDN: ORIGINAL TOWN, SEC 7	1.01	CRP SCP WALL ST LOFTS OWNER LP		$ 18,747,580
R000025854	706 N BIG SPRING ST	BLK: 011, N.60 OF SW/4 &, ADDN: HOMESTEAD, S.50 OF NW/4	0.354	DAIRY QUEEN #420		$ 158,000
R000051897	801 W MISSOURI AV	BLK: 032, LOT: 001, ADDN: WEST END	0.241	DEHLINGER MARK T		$ 88,410
R000025932	605 N MINEOLA ST	BLK: 021, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	DELAO ALEJANDRO G		$ 262,150
R000041037	807 N MAIN ST	BLK: 002, LOT: 011, ADDN: RICHARDSON ABILENE	0.158	DELCO INVESTMENTS LP		$ 150,810
R000035069	801 E FRONT ST	BLK: 017, ALL LESS 1351 SQ, ADDN: ORIGINAL TOWN	0.179	DIAZ DAVID		$ 31,230
R000017753	800 N MARIENFELD ST	BLK: 018, LOT: 001, ADDN: ELMWOOD SEC 2	0.638	DISCOVERY PLAZA JOINT		$ 992,115
R000034987	505 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	DOMINGUEZ MANUEL A		$ 226,380
R000026075	510 N BIG SPRING ST	BLK: 040, N.75 OF W/2, ADDN: HOMESTEAD	0.241	DOMINION RESERVES LLC		$ 223,600
R000203976	502 N DALLAS ST	BLK: 003, LOT: 007, ADDN: OLD PUEBLO PARK SEC 3	0.106	DUARTE MARIA		$ 147,040
R000026074	500 N MARIENFELD ST	BLK: 039, S.150 OF SW/4, ADDN: HOMESTEAD	0.482	DURHAM LYNN D JR &		$ 373,700
R000026071	505 N BIG SPRING ST	BLK: 039, E/2, ADDN: HOMESTEAD	0.964	DURHAM LYNN D JR &		$ 10,031,715
R000026085	500 N BIG SPRING ST	BLK: 040, S 100 OF SW/4, ADDN: HOMESTEAD	0.321	ELLIS PROPERTIES		$ 131,170
R000109945	705 N WEATHERFORD ST	BLK: 015, LOT: 004, ADDN: HOMESTEAD SEC 3	0.172	ELY GLORIA A		$ 163,690
R000035156	219 N BIG SPRING ST	BLK: 034, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 176,660
R000035159	414 W TEXAS AV	BLK: 034, LOTS: 7-9(W100) &, ADDN: ORIGINAL TOWN, LOTS 10-12	0.964	ENDEAVOR ENERGY RESOURCES LP		$ 3,367,660

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035331	110 N MARIENFELD ST	BLK: 057, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 11,978,465
R000035164		BLK: 035, LOTS: 003 & 4 PT, ADDN: ORIGINAL TOWN, (REAR 17 X 20)	0.008	ENERGAS		$ 1,980
R000035527	125 W MISSOURI AV	BLK: 085, LOTS: 001 THRU 20, ADDN: ORIGINAL TOWN	1.497	ENERTIA TECH CENTER LLC		$ 23,854,184
R000041050	106 W KANSAS AV	BLK: 002, LOT: 024, ADDN: RICHARDSON ABILENE	0.161	ESCAJEDA JACINTO		$ 57,600
R000035022	406 N WEATHERFORD ST	BLK: 011, LOTS: 3(N/3) & 4(S2/3), ADDN: ORIGINAL TOWN	0.482	ESCN INC		$ 42,000
R000035023	410 N WEATHERFORD ST	BLK: 011, LOT: 004 N.50, ADDN: ORIGINAL TOWN	0.161	ESCN INC		$ 76,970
R000109942	711 N WEATHERFORD ST	BLK: 015, LOT: 001, ADDN: HOMESTEAD SEC 3	0.172	ESPINOZA ALBERT VILLA II		$ 166,460
R000041045	914 N LORAINE ST	BLK: 002, LOT: 019, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 39,000
R000041046	916 N LORAINE ST	BLK: 002, LOT: 020, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 86,960
R000217317	0 N CARRIZO ST	E/2 OF BLK: 033, ADDN: HOMESTEAD, SEC : 15	0.965	FIELDS DAVID B		$ 84,030
R000035547	701 W INDIANA AV	BLK: 091, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	FIRST H AND H HOLDINGS LLC		$ 516,020
R000026105	403 N COLORADO ST	BLK: 045, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	FIRST NATIONAL BANK OF STANTON		$ 14,000
R000218596	400 N BIG SPRING ST	BLK: 045, LT: 09A ADDN: HOMESTEAD SEC 14	0.482	FIRST NATL BANK OF STANTON		$ 2,184,703
R000035152	208 N A ST	BLK: 031, LOT: 008, ADDN: ORIGINAL TOWN	0.075	FIRST PRESBYTERIAN	E	$ -
R000035151	201 N A ST	BLK: 031, LOT: 007, ADDN: ORIGINAL TOWN	0.115	FIRST PRESBYTERIAN	E	$ -
R000035153	212 N A ST	BLK: 031, LOTS: 009 THRU 11, ADDN: ORIGINAL TOWN	0.31	FIRST PRESBYTERIAN	E	$ -
R000035150	201 N CARRIZO ST	BLK: 031, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	FIRST PRESBYTERIAN	E	$ -
R000051893	906 W INDIANA AV	BLK: 031, LOTS: 009 & 010, ADDN: WEST END	0.321	FIRST PRESBYTERIAN CHURCH	E	$ -
R000035010	201 E OHIO AV	BLK: 010, LOT: E(47X65) OF S1/3, ADDN: ORIGINAL TOWN	0.07	FIRST UNITED METHODIST CHURCH	E	$ -
R000035011	404 N BAIRD ST	BLK: 010, LOT: 003 N/3, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035007	409 N WEATHERFORD ST	BLK: 010, S/3 OF NE/4, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035009	205 E OHIO AV	BLK: 010, LOT: 3 LESS E 47 X 65, ADDN: ORIGINAL TOWN	0.247	FIRST UNITED METHODIST CHURCH	E	$ -
R000035006	411 N WEATHERFORD ST	BLK: 010, N.100 OF NE/4, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035114	301 N MAIN ST	BLK: 025, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	FIRST UNITED METHODIST CHURCH	E	$ -
R000034997	405 N MAIN ST	BLK: 008, S/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000034995	411 N MAIN ST	BLK: 008, N/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035002	401 N BAIRD ST	BLK: 009, E/2 LESS 48 X 80 IN N/PT, ADDN: ORIGINAL TOWN	0.876	FIRST UNITED METHODIST CHURCH	E	$ -
R000034996	407 N MAIN ST	BLK: 008, M/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035001	413 N BAIRD ST	BLK: 009, 48 X 80 IN N/PT OF E/2, ADDN: ORIGINAL TOWN	0.088	FIRST UNITED METHODIST CHURCH	E	$ -
R000035113	300 N MAIN ST	BLK: 024, LOTS: 001 THRU 12, ADDN: ORIGINAL TOWN	2.066	FIRST UNITED METHODIST CHURCH	E	$ -
R000035557	311 S PECOS ST	BLK: 092, LOT: 007, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH		$ 131,930
R000025859	705 N LORAINE ST	BLK: 012, LOT: 004, ADDN: HOMESTEAD, SEC 9	0.321	FIVE SEVEN PROPERTIES LLC		$ 587,550
R000203971	512 N DALLAS ST	BLK: 003, LOT: 002, ADDN: OLD PUEBLO PARK SEC 3	0.103	FLORES OLIVIA F		$ 144,580
R000025925	606 N TERRELL ST	BLK: 021, M 100 OF W/2, ADDN: HOMESTEAD	0.321	FLORES ROSARIO G EST		$ 163,650
R000035277	125 N FORT WORTH ST	BLK: 051, LOTS: 001 THRU 5, ADDN: ORIGINAL TOWN	0.402	FOSTER BRUCE EVAN		$ 343,040
R000035092	303 N DALLAS ST	BLK: 021, LOT: 005, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035091	305 N DALLAS ST	BLK: 021, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035090	307 N DALLAS ST	BLK: 021, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035094	401 E ILLINOIS AV	BLK: 021, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	FOUNDATION FOR M H M R	E	$ -
R000035089	309 N DALLAS ST	BLK: 021, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	FOUNDATION FOR MENTAL HEALTH	E	$ -
R000035005	410 N MAIN ST	BLK: 009, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	FOUR TEN N MAIN INC		$ 243,940
R000035344	0 W WALL ST	BLK: 059, LOT: 009, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 33,690
R000035347	701 W TEXAS AV	BLK: 060, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.689	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 40,030
R000035341	103 N PECOS ST	BLK: 059, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035343	626 W WALL ST	BLK: 059, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 67,380
R000035342	0 N PECOS ST	BLK: 059, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 103,780
R000035558	301 S PECOS ST	BLK: 092, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.803	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 145,880
R000035335	508 W WALL ST	BLK: 058, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 32,887,265

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035379	115 S COLORADO ST	BLK: 065, LOTS: 013 THRU 18, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN II LP		$ 5,634,060
R000035374	303 W WALL ST	BLK: 064, ALL, ADDN: ORIGINAL TOWN	2.066	FRANKLIN MOUNTAIN PERMIAN II LP		$ 49,693,378
R000035316	110 N BIG SPRING ST	BLK: 056, LOT: 014 W.25 OF N.35, ADDN: ORIGINAL TOWN, & N.35 OF LOT 15	0.06	FRANKLIN MOUNTAIN PERMIAN III LP		$ 13,130
R000035319	305 W TEXAS AV	BLK: 056, LOT: 018, ADDN: ORIGINAL TOWN	0.172	FRANKLIN MOUNTAIN PERMIAN III LP		$ 63,090
R000035317	114 N BIG SPRING ST	BLK: 056, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.344	FRANKLIN MOUNTAIN PERMIAN III LP		$ 123,750
R000035315	310 W WALL ST	BLK: 056, LOT 014 S.115 OF W/2 &, ADDN: ORIGINAL TOWN, LT 15	0.198	FRANKLIN MOUNTAIN PERMIAN III LP		$ 18,493,492
R000035311	115 N COLORADO ST	BLK: 056, LOTS: 003 & 4, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035310	115 N COLORADO ST	BLK: 056, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035313	300 W WALL ST	BLK: 056, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.373	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 81,250
R000035314	306 W WALL ST	BLK: 056, LOTS: 13 & 14(E/2), ADDN: ORIGINAL TOWN, ONE WALL PLAZA	0.258	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 20,450,168
R000025862	110 W LOUISIANA AV	BLK: 013, ALL, ADDN: HOMESTEAD	2.066	FRANKLIN MOUNTAIN PERMIAN V LP		$ 10,685,578
R000203975	504 N DALLAS ST	BLK: 003, LOT: 006, ADDN: OLD PUEBLO PARK SEC 3	0.103	FUENTES MEGAN		$ 138,660
R000035183	217 N MAIN ST	BLK: 037, LOT: 002 S/2, ADDN: ORIGINAL TOWN	0.08	FULCRUM PROPERTIES LLC		$ 181,340
R000035004	406 N MAIN ST	BLK: 009, LOTS: 3(N50) & 4(S50), ADDN: ORIGINAL TOWN	0.321	G T PARTNERS		$ 1,118,457
R000034976	509 N TERRELL ST	BLK: 004, LOT: 001 M.50, ADDN: ORIGINAL TOWN	0.161	GALLARDO MARCUS		$ 213,040
R000032399	400 N LAMESA RD	BLK: 006, LOT: 007, ADDN: MOODY	0.161	GALVAN JUANITA RUBIO		$ 48,070
R000214345	808 N WEATHERFORD ST	BLK:007, LOT: 002, ADDN: HOMESTEAD, SEC 12	0.161	GAMINO STEPHANIE		$ 245,110
R000058244	500 N FORT WORTH ST	BLK: 001, LOT: 007, ADDN: OLD PUEBLO PARK	0.112	GARCIA ADRIAN		$ 182,640
R000035021	301 E OHIO AV	BLK: 011, LOT: 003 W.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	GARCIA CEZAR G		$ 180,280
R000035213	306 E ILLINOIS AV	BLK: 040, LOT: 012 E 55, ADDN: ORIGINAL TOWN	0.063	GARCIA ELEACER		$ 37,980
R000035045	411 N MINEOLA ST	BLK: 014, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.072	GARCIA LUPE V		$ 32,990
R000203802	802 N BAIRD ST	BLK: 008, LOT: 002, ADDN: HOMESTEAD, SEC 4	0.182	GARCIA MARTIN SR		$ 29,730
R000025940	600 N DALLAS ST	BLK: 022, LOT: 007, ADDN: HOMESTEAD	0.161	GARCIA TERESA		$ 14,000
R000035225	0 N DALLAS ST	BLK: 042, LOT: 010, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 14,000
R000035220	203 N TERRELL ST	BLK: 042, LOT: 003, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 15,030
R000035226	500 E ILLINOIS AV	BLK: 042, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 70,260
R000035221	507 E FRONT ST	BLK: 042, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.305	GARZA EDWARD T		$ 149,670
R000035219	205 N TERRELL ST	BLK: 042, LOT: 002, ADDN: ORIGINAL TOWN	0.161	GEORGE VELOZ MNGT LP		$ 14,000
R000034999	406 N LORAINE ST	BLK: 008, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	GGB LEASING LP		$ 19,690
R000035000	410 N LORAINE ST	BLK: 008, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	GGB LEASING LP		$ 206,130
R000034998	106 W OHIO AV	BLK: 008, SW/4, ADDN: ORIGINAL TOWN	0.482	GGB LEASING LP		$ 212,830
R000058264	900 W WALL ST	BLK: 013, LOT; 014, ADDN: WEST END SEC 9	0.515	GLASS-JOHNSON HOSPICE HOUSE INC	E	$ -
R000026087	501 N LORAINE ST	BLK: 041, S.100 OF E/2, ADDN: HOMESTEAD	0.321	GOD'S RAINBOW PROMISES FELLOWSHIP	E	$ -
R000041031	921 N MAIN ST	BLK: 002, LOT: 002, ADDN: RICHARDSON ABILENE	0.158	GOLLIHAR JOHN B		$ 65,390
R000025814	0 N WEATHERFORD ST	BLK: 008, E/2 OF SE/4, ADDN: HOMESTEAD	0.241	GOMEZ ELIAS		$ 35,310
R000203801	800 N BAIRD ST	BLK: 008, LOT: 001 W/2, ADDN: HOMESTEAD SEC 4	0.108	GOMEZ ELIAS		$ 196,240
R000035055	403 N MARSHALL ST	BLK: 015, M.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2B)	0.161	GONZALES DANIEL C		$ 14,000
R000035059	400 N MINEOLA ST	BLK: 015, S.50 SW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 3)	0.161	GONZALES DANIEL C		$ 15,220
R000058246	504 N FORT WORTH ST	BLK: 001, LOT: 009, ADDN: OLD PUEBLO PARK	0.115	GONZALES GEORGE M		$ 183,600
R000035079	308 N TERRELL ST	BLK: 019, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GONZALES SAVINO EST		$ 78,770
R000025929	609 N MINEOLA ST	BLK: 021, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	GONZALEZ LYDIA HUITRON		$ 148,430
R000211388	201 E KANSAS AV	BLK: 008, LOT: 001 E/2 , ADDN: HOMESTEAD SEC 4	0.108	GONZALEZ ROBERTO & NORMA		$ 96,390
R000025933	600 N TERRELL ST	BLK: 021, S.50 OF SW/4, ADDN: HOMESTEAD	0.161	GOOL GARY		$ 76,060
R000035100	305 N FORT WORTH ST	BLK: 022, LOT: 004, ADDN: ORIGINAL TOWN	0.161	GOOL GARY		$ 188,570
R000025993	607 N MARIENFELD ST	BLK: 031, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 14,000
R000025996	0 N MARIENFELD ST	BLK: 031, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 36,750
R000025994	604 N PECOS ST	BLK: 031, S.5 OF W.70 OF, ADDN: HOMESTEAD, NW/4 & N.50 OF SW/4	0.169	GRAHAM BUILDING LLC THE		$ 52,900
R000025995	511 W LOUISIANA AV	BLK: 031, W.70 OF NW/4 LESS S.5, ADDN: HOMESTEAD	0.233	GRAHAM BUILDING LLC THE		$ 53,290
R000025998	602 N PECOS ST	BLK: 031, N.56 OF S.100 OF SW/4, ADDN: HOMESTEAD	0.18	GRAHAM BUILDING LLC THE		$ 53,880
R000025999	600 N PECOS ST	BLK: 031, S.44 OF SW/4, ADDN: HOMESTEAD	0.141	GRAHAM BUILDING LLC THE		$ 54,500

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000025992	601 N MARIENFELD ST	BLK: 031, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	GRAHAM BUILDING LLC THE		$ 3,723,110
R000014588	700 W LOUISIANA AV	BLK: 001, LOTS: 021 THRU 26, ADDN: COUNTRY CLUB, HEIGHTS	1.207	GREAT WESTERN DRLG		$ 2,127,200
R000025858	710 N COLORADO ST	BLK: 012, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	GRIMES AMY ET AL		$ 184,040
R000052043	707 W INDIANA AV	BLK: 050, LOT: 001, ADDN: WEST END	0.161	GROVER DAVID B		$ 84,670
R000035555	0 S MARIENFELD ST	BLK: 092, LOT: 005, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 19,690
R000035556	504 W KENTUCKY AV	BLK: 092, LOT: 006, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 36,750
R000035057	406 N MINEOLA ST	BLK: 015,N.50 SW/4, ADDN: ORIGINAL TOWN, (AKA W/2 OF N.50 OF, 3 & E/2 OF N.50 OF 3)	0.16	GUAJARDO MARGARITA L		$ 13,940
R000035058	404 N MINEOLA ST	BLK: 015, SW/4(N50 OF S100), ADDN: ORIGINAL TOWN, (AKA N50 S100 OF 3)	0.161	GUAJARDO MARGARITA L		$ 14,000
R000035062	408 N MINEOLA ST	BLK: 015, S.50 NW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 4)	0.161	GUAJARDO MARGARITA L		$ 83,890
R000035074	307 N MINEOLA ST	BLK: 019, LOTS: 003 & 4 E/2, ADDN: ORIGINAL TOWN	0.161	GUERRERO VALERIO		$ 19,010
R000035280	321 E WALL ST	BLK: 051, LOTS: 010 THRU 12 E.100, ADDN: ORIGINAL TOWN, LESS RIGHT OF WAY	0.172	GUZMAN AGAPITO		$ 37,830
R000026096	0 N MAIN ST	BLK: 043, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.20 OF NW/4	0.225	HARTMAN DOYLE		$ 42,260
R000026095	500 N MAIN ST	BLK: 043, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	HARTMAN DOYLE		$ 383,490
R000041043	910 N LORAINE ST	BLK: 002, LOT: 017, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041044	912 N LORAINE ST	BLK: 002, LOT: 018, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041042	814 N LORAINE ST	BLK: 002, LOT: 016, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 66,950
R000035085	523 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) E.90, ADDN: ORIGINAL TOWN	0.207	HATFIELD DEREK W		$ 87,780
R000035086	509 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) W.50, ADDN: ORIGINAL TOWN	0.115	HATFIELD DEREK W		$ 103,270
R000035223	204 N DALLAS ST	BLK: 042, LOT: 008, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000035224	206 N DALLAS ST	BLK: 042, LOT: 009, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000052049	810 W KENTUCKY AV	BLK: 050, LOT: 6(69X126 SW COR), ADDN: WEST END	0.352	HENDERSON VERA P		$ 159,320
R000035076	607 E ILLINOIS AV	BLK: 019, LOTS: 003 THRU 6 W/2, ADDN: ORIGINAL TOWN	0.321	HERB ERNEST		$ 56,000
R000035075	617 E ILLINOIS AV	BLK: 019, LOTS: 005 & 6 E/2, ADDN: ORIGINAL TOWN	0.161	HERB ERNEST		$ 177,910
R000025942	606 N DALLAS ST	BLK: 022, LOT: 009, ADDN: HOMESTEAD	0.161	HEREDIA MARIA		$ 14,000
R000025825	802 N MAIN ST	BLK: 009, LOT: 008, ADDN: HOMESTEAD	0.161	HERNANDEZ AMABELIA		$ 157,320
R000025805	803 N FORT WORTH ST	BLK: 007, S.75 OF N.250 OF E/2, ADDN: HOMESTEAD	0.241	HERNANDEZ CRUZ		$ 125,810
R000025938	603 N TERRELL ST	BLK: 022, LOT: 005, ADDN: HOMESTEAD	0.161	HERNANDEZ EFRAIN		$ 141,010
R000035043	408 N DALLAS ST	BLK: 013, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	HERNANDEZ JERARDO		$ 14,000
R000203972	510 N DALLAS ST	BLK: 003, LOT: 003, ADDN: OLD PUEBLO PARK SEC 3	0.103	HERNANDEZ JOAQUINA		$ 142,090
R000025934	611 N TERRELL ST	BLK: 022, LOT: 001, ADDN: HOMESTEAD	0.161	HERNANDEZ JOHNNY		$ 14,000
R000205485	608 N FORT WORTH ST	BLK: 023, S 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	HERNANDEZ JUAN AND LUZ		$ 185,590
R000041034	911 N MAIN ST	BLK: 002, LOT: 006, ADDN: RICHARDSON ABILENE	0.158	HERRERA FRANCISCO		$ 191,240
R000051889	903 W MISSOURI AV	BLK: 031, LOT: 003, ADDN: WEST END	0.161	HERRMANN KEVIN AND AMANDA		$ 33,690
R000051888	901 W MISSOURI AV	BLK: 031, LOTS: 001 & 2, ADDN: WEST END	0.321	HERRMANN KEVIN AND AMANDA		$ 116,250
R000216162	201 S C ST	BLK: 031, LOT: 013 , ADDN: WEST END, SEC: 22	0.479	HERRMANN KEVIN AND AMANDA		$ 926,010
R000035040	402 N DALLAS ST	BLK: 013, LOT: 003 S.55 OF N.100, ADDN: ORIGINAL TOWN	0.177	HIGGINS JAMEE L		$ 217,610
R000026076	507 N COLORADO ST	BLK: 040, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 14,000
R000026077	511 N COLORADO ST	BLK: 040, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 16,720
R000026082	505 N COLORADO ST	BLK: 040, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 44,710
R000026078	509 N COLORADO ST	BLK: 040, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 64,380
R000025945	600 N FORT WORTH ST	BLK: 023, S.50 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000025953	602 N FORT WORTH ST	BLK: 023, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000035101	0 N FORT WORTH ST	BLK: 022, LOT: 005, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 19,690
R000035103	311 E ILLINOIS AV	BLK: 022, LOT: 006, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 136,040
R000026122	600 W OHIO AV	BLK: 048, ALL, ADDN: HOMESTEAD	2.066	HUGHES DEVELOPMENT LLC		$ 1,176,110
R000035325	401 W TEXAS AV	BLK: 057, LOTS: 1; 2(E90) & 3, ADDN: ORIGINAL TOWN	0.367	INDUSPAD MIDLAND CHARMS LLC		$ 600,000
R000025954	308 E LOUISIANA AV	BLK: 024, E/2 ALL (AKA 1 THRU 6), ADDN: HOMESTEAD	0.964	JACKSON LEILA GHAI		$ 113,830
R000209690	701 N LORAINE ST	BLK: 012, LOT: 003, ADDN: HOMESTEAD, SEC 9	0.347	JAMESON FAMILY PARTNERSHIP LP		$ 30,250
R000035041	404 N DALLAS ST	BLK: 013, N.45 OF SW/4, ADDN: ORIGINAL TOWN	0.145	JARAMILLO JENNIFER		$ 205,620
R000026073	506 N MARIENFELD ST	BLK: 039, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	JKL 20 LP		$ 24,750

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035327	113 N BIG SPRING ST	BLK: 057, LOT: 004 S/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 20,340
R000035326	111 N BIG SPRING ST	BLK: 057, LOT: 004 N/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 116,890
R000035328	400 W WALL ST	BLK: 057, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	JLC LLC		$ 1,269,530
R000025991	501 W LOUISIANA AV	BLK:031, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	JOB RESIDENCES LLC		$ 570,990
R000109947	701 N WEATHERFORD ST	BLK: 015, LOT: 006, ADDN: HOMESTEAD SEC 3	0.172	JOHNSON LAVONDA E		$ 163,470
R000035033	410 N FORT WORTH ST	BLK: 012, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	JOHNSON ROSEMARY E		$ 85,530
R000025958	0 N BAIRD ST	BLK: 025, N/99.48 OF W/2, ADDN: HOMESTEAD	0.32	JONES JERRY		$ 27,850
R000025965	0 N WEATHERFORD ST	BLK: 025, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025964	0 N WEATHERFORD ST	BLK: 025, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025962	607 N WEATHERFORD ST	BLK: 025, S.53 OF NE/4, ADDN: HOMESTEAD	0.17	JONES JERRY L		$ 20,870
R000035139	500 W ILLINOIS AV	BLK: 029, E/2, ADDN: ORIGINAL TOWN	0.964	KAUFMAN KITTRIDGE LP ET AL		$ 28,605,080
R000052048	0 W INDIANA AV	BLK: 050, LOT: 005, ADDN: WEST END	0.193	KEA BUILDERS LLC		$ 33,600
R000052047	713 W INDIANA AV	BLK: 050, LOT: 004, ADDN: WEST END	0.138	KEA BUILDERS LLC		$ 596,020
R000051788	806 W MISSOURI AV	BLK: 015, LOT: 009, ADDN: WEST END	0.161	KIMBROUGH ENGINEERING COMPANY LLC		$ 50,750
R000051789	800 W MISSOURI AV	BLK: 015, LOTS: 010 THRU 12 S.75, ADDN: WEST END	0.258	KIMBROUGH ENGINEERING COMPANY LLC		$ 157,590
R000035367	401 W WALL ST	BLK: 063, LOTS: 001 THRU 3 & 11 &, ADDN: ORIGINAL TOWN, 12 E.35	0.631	KINCO PARTNERS LTD		$ 4,487,380
R000025960	609 N WEATHERFORD ST	BLK: 025, N97 OF NE/4, ADDN: HOMESTEAD	0.312	KMISS LLC		$ 78,810
R000035019	401 N FORT WORTH ST	BLK: 011, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	KMISS LLC		$ 129,960
R000025879	706 N WEATHERFORD ST	BLK: 016, S. 50 OF NW/4 & ALL OF, ADDN: HOMESTEAD, SW/4	0.643	KMISS LLC		$ 228,890
R000035345	619 W TEXAS AV	BLK: 059, LOT: 010 E.86 OF S.40, ADDN: ORIGINAL TOWN, & W.54 OF 10 THRU 12	0.265	L & L AUSTEX LLC		$ 696,030
R000025931	0 N MINEOLA ST	BLK: 021, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	LAABS DAVIS		$ 14,000
R000058248	508 N FORT WORTH ST	BLK: 001, LOT: 011, ADDN: OLD PUEBLO PARK	0.115	LANGSTON RACHEL MACKENZIE		$ 190,590
R000025956	604 N WEATHERFORD ST	BLK: 024, ALL OF SW/4, ADDN: HOMESTEAD	0.482	LARSON HOLDINGS LLC		$ 193,340
R000025868	0 N MAIN ST	BLK: 014, S.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025866	710 N MAIN ST	BLK: 014, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025867	708 N MAIN ST	BLK: 014, N.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,560
R000035035	407 N TERRELL ST	BLK: 013, S/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 55,060
R000035038	405 N TERRELL ST	BLK: 013, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 216,780
R000035034	508 E TENNESSEE AV	BLK: 013, N/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN-GARCIA PARTNERS		$ 21,000
R000025928	607 N MINEOLA ST	BLK: 021, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	LEWIS LOVIE		$ 24,520
R000035044	410 N DALLAS ST	BLK: 013, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	LLENZA CHARLOTTE A		$ 14,000
R000047940	412 N TERRELL ST	BLK: 001, LOT: 001, ADDN: TENNESSEE SEC 1	0.257	LONE STAR FLOORING SERVICES LLC		$ 208,140
R000025976	107 W LOUISIANA AV	BLK: 027, E.70 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	LONG SARAH M		$ 167,800
R000025809	802 N WEATHERFORD ST	BLK: 007, SW/4, ADDN: HOMESTEAD	0.482	LOPEZ ISABELLE TERESA		$ 324,210
R000034978	505 N TERRELL ST	BLK: 004, LOT: 002 N.50, ADDN: ORIGINAL TOWN	0.161	LOPEZ JASMINE F		$ 68,990
R000034957	503 N LAMESA RD	BLK: 002, M.50 OF SE/4 LESS, ADDN: ORIGINAL TOWN, TRI ON E SIDE	0.142	LOPEZ JESSE RODRIGUEZ		$ 12,360
R000034956	0 N LAMESA RD	BLK: 002, W PT OF N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.112	LOPEZ JESSE RODRIGUEZ		$ 13,590
R000034959	501 N MARSHALL ST	BLK 002, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LOPEZ JESSE RODRIGUEZ		$ 21,160
R000035061	410 N MINEOLA ST	BLK: 015, N.100 NW/4, ADDN: ORIGINAL TOWN, (AKA N.100 OF LOT 4)	0.321	LOPEZ REYMUNDO		$ 32,460
R000035188	200 N LORAINE ST	BLK: 037, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	LORAINE AT TEXAS		$ 26,408,990
R000052050	802 W KENTUCKY AV	BLK: 050, LOT: 007, ADDN: WEST END	0.153	LOUIS E INVESMENTS LLC		$ 48,190
R000052051	800 W KENTUCKY AV	BLK: 050, LOT: 008, ADDN: WEST END	0.158	LOUIS E INVESMENTS LLC		$ 49,990
R000052046	711 W INDIANA AV	BLK: 050, LOT: 003, ADDN: WEST END	0.149	LOUIS E INVESMENTS LLC		$ 221,170
R000032444	1109 E FRONT ST	BLK: 014, LOT: 001, 002 & 003 E/2, ADDN: MOODY	0.294	LOZANO OSBALDO		$ 174,260
R000035382	112 S LORAINE ST	BLK: 065, LOTS: 022 THRU 24, ADDN: ORIGINAL TOWN	0.241	LS BRENTWAY LLC		$ 834,620
R000041030	923 N MAIN ST	BLK: 002, LOT: 001, ADDN: RICHARDSON ABILENE	0.158	LUEVANOS JOSE LUIS		$ 78,700
R000224149	405 N FORT WORTH ST	BLK:011, LOT:005, ADDN: ORIGINAL TOWN	0.16	LUPITA HOMES CONSTRUCTION		$ 13,900
R000026079	502 N BIG SPRING ST	BLK: 040, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.75 OF NW/4	0.402	LWM COMMERCIAL PROPERTIES LTD		$ 450,400
R000051901	206 N A ST	BLK: 032, LOT: 004, ADDN: WEST END	0.177	M I S D	E	$ -
R000051900	204 S A ST	BLK: 032, LOT: 003, ADDN: WEST END	0.177	M I S D	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035544	0 S PECOS ST	BLK: 090, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN, MASHBURN BLDG PKLT	0.482	M I S D	E	$ -
R000035545	615 W MISSOURI AV	BLK: 090, LOTS: 007 THRU 12 & PT, ADDN: ORIGINAL TOWN, CARRIZO ST ADJ TO W/SIDE, SCH: ADMINSTRATION BLDG	1.18	M I S D	E	$ -
R000026104	401 N COLORADO ST	BLK: 045, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	M&M PROPERTIES		$ 299,320
R000035039	400 N DALLAS ST	BLK: 013, LOT: 003 S.50, ADDN: ORIGINAL TOWN	0.161	MADRID MARIA GONZALES		$ 67,170
R000025813	811 N WEATHERFORD ST	BLK: 008, N.50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES CATRINA		$ 46,220
R000203113	811 N WEATHERFORD ST	BLK: 008, E/2 OF N50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES ELIZABETH		$ 43,990
R000025817	818 N BAIRD ST	BLK: 008, N.200 OF W/2, ADDN: HOMESTEAD	0.643	MAGALLANES FRANCO		$ 100,250
R000035194	218 N MAIN ST	BLK: 038, LOT: 012 N/2, ADDN: ORIGINAL TOWN (UNIT # A)	0.027	MAIN STREET HOLDINGS AB LLC		$ 194,780
R000025967	605 N BAIRD ST	BLK:026, S.36 OF NE/4, ADDN: HOMESTEAD	0.116	MALDONADO DORA EST		$ 38,830
R000025966	108 E LOUISIANA AV	BLK: 026, N.114 OF NE/4, ADDN: HOMESTEAD	0.366	MALDONADO DORA EST		$ 125,100
R000025969	111 E MICHIGAN AV	BLK:026, SE/4, ADDN: HOMESTEAD	0.482	MALDONADO DORA EST		$ 223,870
R000032396	405 N LEE ST	BLK: 006, LOT: 004, ADDN: MOODY	0.161	MALDONADO JUAN A		$ 48,820
R000014585	718 W LOUISIANA AV	BLK: 001, LOTS: 16(E/2) & 17, ADDN: COUNTRY CLUB, HEIGHTS	0.241	MANULIK MATTHEW C		$ 107,620
R000041049	108 W KANSAS AV	BLK: 002, LOT: 023, ADDN: RICHARDSON ABILENE	0.161	MAROC INDUSTRIES LLC		$ 157,720
R000052044	709 W INDIANA AV	BLK: 050, LOT: 002 E.50, ADDN: WEST END	0.152	MARTIN WATER LABORATORIES INC		$ 167,830
R000052045		BLK: 050, LOT: 002 W.5, ADDN: WEST END	0.015	MARTIN WATER LABORATORIES INC.		$ 2,650
R000035031	406 N FORT WORTH ST	BLK: 012, LOT: 004 S.50, ADDN: ORIGINAL TOWN	0.161	MARTINEZ JAVIER		$ 14,000
R000025803	807 N FORT WORTH ST	BLK: 007, S.50 OF N.125 OF E/2, ADDN: HOMESTEAD	0.161	MARTINEZ JAVIER		$ 58,110
R000035025	406 E TENNESSEE AV	BLK: 012, LOT: 001 W.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ JAVIER		$ 149,310
R000035024	406 E TENNESSEE AV	BLK: 012, LOT: 001 E.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ PETRA		$ 10,500
R000032404	410 N LAMESA RD	BLK: 006, LOT: 012, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 18,940
R000032403	408 N LAMESA RD	BLK: 006, LOT: 011, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 19,750
R000025927	610 N TERRELL ST	BLK: 021, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MASTER MATILDE REYES		$ 24,940
R000051896	900 W INDIANA AV	BLK: 031, LOT: S.42.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.098	MATS MAINTENANCE		$ 57,140
R000025841	700 N MARIENFELD ST	BLK: 010, S.50 OF W/2, ADDN: HOMESTEAD	0.161	MC ANDREW MIKE		$ 197,590
R000052052	705 W KENTUCKY AV	BLK: 051, LOTS: 1-4 & TRI(W/SD), ADDN: WEST END	0.738	MCCONAUGHEY GEORGANNE HURT		$ 273,080
R000035381	120 S LORAINE ST	BLK: 065, LOT: 021, ADDN: ORIGINAL TOWN	0.08	MEADOWS HENRY EDWARD JR ET AL		$ 14,970
R000035380	120 S LORAINE ST	BLK: 065, LOTS: 019 & 20, ADDN: ORIGINAL TOWN	0.161	MEADOWS HENRY EDWARD JR ET AL		$ 50,150
R000014584	724 W LOUISIANA AV	BLK: 001, LOTS: 14 & 15 & 16(W/2), ADDN: COUNTRY CLUB, HEIGHTS	0.402	MEISSNER MARTIN C REVO LIV TR EST		$ 194,540
R000025930	608 N TERRELL ST	BLK: 021, M.50 OF NW/4, ADDN: HOMESTEAD	0.161	MELENDEZ VIRGINIA		$ 160,170
R000034992	504 N WEATHERFORD ST	BLK: 006,N.150 & S.100 OF SW/4, ADDN: ORIGINAL TOWN	0.803	MIDLAND ACADEMY CHARTER SCHOOL	E	$ -
R000026097	500 N BAIRD ST	BLK: 044, ALL, ADDN: HOMESTEAD	2.066	MIDLAND ACADEMY CHARTER SCHOOL INC	E	$ -
R000025963	601 N WEATHERFORD ST	BLK: 025, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND BUSINESS CENTER LLC		$ 19,690
R000025959	600 N BAIRD ST	BLK: 025, S.200.52 OF W/2, ADDN: HOMESTEAD	0.644	MIDLAND BUSINESS CENTER LLC		$ 986,820
R000026068	500 W TENNESSEE AV	BLK: 038, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND CC DEVELOPMENT LLC		$ 56,000
R000026118	405 N MARIENFELD ST	BLK: 047, NE/4, ADDN: HOMESTEAD	0.482	MIDLAND CC DEVELOPMENT LLC		$ 1,235,760
R000035128	310 W ILLINOIS AV	BLK: 027, LOTS: 13A, ADDN: ORIGINAL TOWN, SEC 3	0.448	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000035127	301 N COLORADO ST	BLK: 027, LOTS: 07A, ADDN: ORIGINAL TOWN, SEC 3	0.451	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034954	507 N LAMESA RD	BLK: 002, S.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034953	507 N LAMESA RD	BLK: 002, M.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034968	501 N MINEOLA ST	BLK: 003, LOTS: 005&6 AKA (S 2/3, ADDN: ORIGINAL TOWN, OF SE/4)	0.321	MIDLAND CITY OF	E	$ -
R000035187	0 N MAIN ST	BLK: 037, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000025980	0 N COLORADO ST	BLK: 028, W/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -
R000035276	406 E TEXAS AV	BLK: 050, ALL, ADDN: ORIGINAL TOWN	0.985	MIDLAND CITY OF	E	$ -
R000017754	900 N BIG SPRING ST	BLK: 018, LOT: 002, ADDN: ELMWOOD SEC 2, VOLUNTEER PARK	0.501	MIDLAND CITY OF	E	$ -
R000217757	106 W WALL ST	BLK: 054, LOT:01A ADDN: ORIGINAL TOWN, SEC 14	1.514	MIDLAND CITY OF	E	$ -
R000217756	105 N MAIN ST	BLK: 054, LOT 02A: ADDN: ORIGINAL TOWN, SEC 14,	1.432	MIDLAND CITY OF	E	$ -
R000025979	601 N LORAINE ST	BLK: 028, E/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035115	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000035115	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000217758	200 W WALL ST	BLK: 055, LOT: 001A, ADDN: ORIGINAL TOWN, SEC 14	2.066	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035093	407 E ILLINOIS AV	BLK: 021, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CO REPUBLICAN PARTY		$ 56,890
R000035181	105 W ILLINOIS AV	BLK: 037, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND COMMUNITY COLLEGE DISTRICT	E	$ -
R000034939	611 N LAMESA RD	BLK: 001, LOT: 001, ADDN: ORIGINAL TOWN	0.107	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000185323		COMMON AREA A &,PUBLIC UTILITY EASEMENT,ADDN: OLD PUEBLO PARK	0.837	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035540	208 S MARIENFELD ST	BLK: 089, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035541	0 S PECOS ST	BLK: 089, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000025878	701 N FORT WORTH ST	BLK: 016, E/2, ADDN: HOMESTEAD	0.964	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035176	208 N COLORADO ST	BLK: 036, LOTS: 010 THRU 15 (NORTH, ADDN: ORIGINAL TOWN, PARTS) & 7 O/O LOT 9	0.273	MIDLAND COMMUNITY THEATER	E	$ -
R000025977	605 N MAIN ST	BLK: 027, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025810	801 N FORT WORTH ST	BLK: 007, S.50 OF E/2, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025974	0 N MAIN ST	BLK:027, E/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000026094	514 N MAIN ST	BLK: 043, N.130 OF NW/4, ADDN: HOMESTEAD	0.418	MIDLAND COUNTY	E	$ -
R000185297	0 N BAIRD ST	BLK: 043, N 185.7' OF E/2,ADDN: HOMESTEAD	0.597	MIDLAND COUNTY	E	$ -
R000025971	0 N MAIN ST	BLK: 026, SW/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000025978	601 N MAIN ST	BLK: 027, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035565	200 W FRONT ST	BLK: 095, (51000 SQ FT), ADDN: ORIGINAL TOWN	1.171	MIDLAND COUNTY	E	$ -
R000035197	213 N WEATHERFORD ST	BLK: 039, LOT: 003 & N/2 OF LOT 4, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000052206	800 W FRONT ST	BLK: 67 1/2, LOT: ALL, ADDN: WEST END	0.2	MIDLAND COUNTY	E	$ -
R000026088	509 N LORAINE ST	BLK: 041, N.100 OF E/2, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035529	301 W MISSOURI AV	BLK: 087, LOTS: 1-5(LESS E/2), ADDN: ORIGINAL TOWN, OF 87 PLUS	0.964	MIDLAND COUNTY	E	$ -
R000035190	200 N MAIN ST	BLK: 038, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000026092	500 N LORAINE ST	BLK: 042, ALL, ADDN: HOMESTEAD	2.066	MIDLAND COUNTY	E	$ -
R000025989	0 N COLORADO ST	BLK: 029, S.175 OF E/2, ADDN: HOMESTEAD	0.562	MIDLAND COUNTY		$ 110,260
R000035168	210 N BIG SPRING ST	BLK: 035, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	MIDLAND DEVELOPMENT CORP	E	$ -
R000211781	211 N COLORADO ST	BLK: 035, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 8	0.635	MIDLAND DEVELOPMENT CORP	E	$ -
R000035166	304 W TEXAS AV	BLK: 035, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND DEVELOPMENT CORP	E	$ -
R000035209	303 E TEXAS AV	BLK: 040, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	MIDLAND HABITAT FOR HUMANITY	E	$ -
R000035207	205 N FORT WORTH ST	BLK: 040, LOT: 004, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035206	207 N FORT WORTH ST	BLK: 040, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035204	312 E ILLINOIS AV	BLK: 040, LOT: 001 & 002, ADDN: ORIGINAL TOWN	0.321	MIDLAND YACHT CLUB LLC		$ 162,350
R000035178	214 N COLORADO ST	BLK: 036, LOT: 017 S/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035179	216 N COLORADO ST	BLK: 036, LOT: 017 N/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035177	212 N COLORADO ST	BLK: 036, LOT: 016, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035180	220 N COLORADO ST	BLK: 036, LOT: 018, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035172	207 N LORAINE ST	BLK: 036, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035171	209 N LORAINE ST	BLK: 036, LOT: 002, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035170	211 N LORAINE ST	BLK: 036, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 25,270
R000035173	200 W TEXAS AV	BLK: 036, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.149	MIDLAND YUCCA REALTY INC		$ 30,860
R000035174	206 W TEXAS AV	BLK: 036, LOTS: 006 THRU 8 & E.18, ADDN: ORIGINAL TOWN, OF LOT 9	0.278	MIDLAND YUCCA REALTY INC		$ 58,580
R000035175	212 W TEXAS AV	BLK: 036, LOT: 009 W.7 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 10 THRU 15 LESS N.PT	0.195	MIDLAND YUCCA REALTY INC		$ 3,429,494

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035330	106 N MARIENFELD ST	BLK: 057, LOT: 009, ADDN: ORIGINAL TOWN	0.161	MIDLANDMC LLC		$ 88,500
R000025837	0 N MARIENFELD ST	BLK: 010, S.50 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025833	710 N MARIENFELD ST	BLK: 010, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025846	0 N MARIENFELD ST	BLK: 010, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 19,690
R000025842	0 N MARIENFELD ST	BLK: 010, M.100 OF W/2, ADDN: HOMESTEAD	0.321	MIDPAR LTD		$ 39,380
R000026001	0 N MARIENFELD ST	BLK: 31A, LOT: 001A, ADDN: HOMESTEAD SEC 6	1.536	MIDPAR LTD		$ 83,640
R000025990	600 N MARIENFELD ST	BLK: 030, ALL, ADDN: HOMESTEAD	2.066	MIDPAR LTD		$ 34,470,266
R000035324	405 W TEXAS AV	BLK: 057, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	MILLER ROBERT REECE		$ 29,060
R000035680		BLK: 112 .06 AC TR N.,SIDE OF FRONT & PECOS,ADDN: ORIGINAL TOWN	0.064	MISSOURI PACIFIC RR CO		$ 5,550
R000035548	610 W KENTUCKY AV	BLK: 091, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.504	MJL CORP		$ 204,200
R000214854	901 N MAIN ST	BLK: 002, LOT: 008, ADDN: RICHARDSON ABILENE	0.158	MOCTEZUMA NICOLAS		$ 220,870
R000034970	500 N TERRELL ST	BLK: 003, SW/4 LESS S.75, ADDN: ORIGINAL TOWN	0.241	MONARREZ LAURA G		$ 138,760
R000025819	809 N BAIRD ST	BLK: 009, N.75 OF NE/4, ADDN: HOMESTEAD, (AKA 1 & N/2 OF 2)	0.241	MONTOYA ARMIDA		$ 98,820
R000026120	403 N MARIENFELD ST	BLK: 047, N.70 OF SE/4, ADDN: HOMESTEAD	0.225	MOORE WAYNE AND JO ANN	E	$ -
R000214344	810 N WEATHERFORD ST	BLK:007, LOT: 001 ADDN: HOMESTEAD, SEC 12	0.162	MORALES CESAR GUADALUPE		$ 241,970
R000017947	805 N LORAINE ST	BLK: 001, LOT: 003 E.115, ADDN: ESTES	0.132	MORALES EDUARDO ET AL		$ 242,880
R000025829	806 N MAIN ST	BLK: 009, LOT: 10(S50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE A		$ 175,450
R000025830	808 N MAIN ST	BLK: 009, LOT: 11(M50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE ANTONIO		$ 24,080
R000109946	703 N WEATHERFORD ST	BLK: 015, LOT: 005, ADDN: HOMESTEAD SEC 3	0.172	MORIN DANIEL ANTHONY		$ 163,470
R000025944	500 E LOUISIANA AV	BLK: 022, LOTS: 010;011 & 012, ADDN: HOMESTEAD	0.482	MR PROPERTY HOLDINGS LLC		$ 488,150
R000035378	223 W WALL ST	BLK: 065, LOT: 009 W.24.25 & ALL, ADDN: ORIGINAL TOWN, OF LOTS 10 THRU 12	0.296	MT223 LLC		$ 8,866,995
R000211116	400 N FORT WORTH ST	BLK: 012, LOT: 003 S.68, ADDN: ORIGINAL TOWN	0.219	MUNOZ PEDRO		$ 44,530
R000035030	400 N FORT WORTH ST	BLK: 012, LOT: 003 N.82, ADDN: ORIGINAL TOWN	0.263	MUNOZ PEDRO		$ 182,650
R000017667	600 W LOUISIANA AV	BLK: 001, LOT: 018, ADDN: ELMWOOD SEC 4	2.15	MY COMMUNITY FEDERAL CREDIT UNION		$ 2,500,000
R000109950	704 N BAIRD ST	BLK: 015, LOT: 009, ADDN: HOMESTEAD SEC 3	0.172	NAJERA AGAPITO JR		$ 155,360
R000035003	400 N MAIN ST	BLK: 009, S.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	NAVIGATOR OIL & MINERALS INC		$ 166,560
R000051770	908 W WALL ST	BLK: 013, LOT: 7(S96) & 8(W46), ADDN: WEST END, LOT 8(LESS N47 OF W23)	0.236	NELSON ROY E		$ 163,170
R000034979	515 E TENNESSEE AV	BLK: 004, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	NLA LIVING TRUST		$ 113,930
R000035284	300 E TEXAS AV	BLK: 051, LOTS: 018 THRU 24, ADDN: ORIGINAL TOWN	0.562	NNN REIT LP		$ 285,500
R000035120	310 N COLORADO ST	BLK: 026, LOT: 011, ADDN: ORIGINAL TOWN	0.161	NOLLEY CAMILA O		$ 870,130
R000218744	504 N A ST	BLK: 035, LOT: 001 , ADDN: HOMESTEAD, SEC 16	1.33	NORTH A & TENNESSEE	E	$ -
R000035012	408 N BAIRD ST	BLK: 010, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035013	410 N BAIRD ST	BLK: 010, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035193	212 N MAIN ST	BLK: 038, LOTS: 10(N/2) & 11, ADDN: ORIGINAL TOWN	0.241	NORTH MAIN LLC		$ 626,210
R000035133	400 W ILLINOIS AV	BLK: 028, LOT: 003 S/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 4 THRU 6	0.562	NORTH WATERFRONT-TEXAS LLC		$ 21,527,274
R000026111	410 W OHIO AV	BLK: 046, SW/4, ADDN: HOMESTEAD	0.482	O NEILL LEASING CO		$ 1,313,124
R000025822	801 N BAIRD ST	BLK: 009, LOT: 005 W/2 & ALL OF 6, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 60,050
R000025821	805 N BAIRD ST	BLK: 009, LOT: 004 & N/2 OF LOT 5, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 62,840
R000017945	202 W KANSAS AV	BLK: 001, LOT: 001 & 2 LESS W.69, ADDN: ESTES	0.229	OCHOA VICTOR R		$ 205,320
R000026067	0 N MARIENFELD ST	BLK: 038, N/3 OF SE/4, ADDN: HOMESTEAD	0.161	OGX REAL ESTATE LLC		$ 19,690
R000026109	400 N MARIENFELD ST	BLK: 046, NW/4, ADDN: HOMESTEAD	0.482	OGX REAL ESTATE LLC		$ 1,240,930
R000035282	301 E WALL ST	BLK: 051, LOTS: 013 THRU 15 W.75, ADDN: ORIGINAL TOWN	0.129	OK CARIOCA LLC		$ 98,640
R000058243	501 N DALLAS ST	BLK: 001, LOT: 006, ADDN: OLD PUEBLO PARK	0.112	OLIVAREZ NOEMI		$ 185,420
R000025869	701 N BAIRD ST	BLK:014, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS MARTINA L		$ 96,370
R000025865	707 N BAIRD ST	BLK: 014, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 14,000
R000025871	703 N BAIRD ST	BLK 014, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 49,250
R000025870	705 N BAIRD ST	BLK: 014, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 57,370
R000041040	810 N LORAINE ST	BLK: 002, LOT: 014, ADDN: RICHARDSON ABILENE	0.158	ONTIVEROS SEVERIANA		$ 74,160
R000109944	707 N WEATHERFORD ST	BLK: 015, LOT: 003, ADDN: HOMESTEAD SEC 3	0.172	OUDEMS LATOYA DENISE		$ 187,250
R000025950	601 N DALLAS ST	BLK: 023, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	PACHECO SANDRA C		$ 182,290

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035131		BLK: 027, LOTS: 023 & 24, ADDN: ORIGINAL TOWN	0.161	PACHUCO LLC		$ 31,000
R000035130	316 N BIG SPRING ST	BLK: 027, LOT: 022, ADDN: ORIGINAL TOWN	0.08	PACHUCO LLC		$ 93,980
R000035216	401 E TEXAS AV	BLK: 041, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	PATEL MOHANBHAI BALUBHAI ET AL		$ 115,548
R000034967	503 N MINEOLA ST	BLK: 003, LOT: 4(AKA N/3 OF SE/4), ADDN: ORIGINAL TOWN	0.161	PATILLO ARTHUR ETAL		$ 14,000
R000035119	308 N COLORADO ST	BLK: 026, LOT: 008 N/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.402	PEGASUS BUILDING MNGT LLC		$ 668,150
R000109951	706 N BAIRD ST	BLK: 015, LOT: 010, ADDN: HOMESTEAD SEC 3	0.172	PEREZ NOEMI N		$ 157,940
R000051902	208 S A ST	BLK: 032, LOT: S 59.5 OF E/2, ADDN: WEST END	0.191	PERMIAN BASIN OFFICE PRODUCTS INC		$ 239,800
R000035186	203 N MAIN ST	BLK: 037, LOT: 005, ADDN: ORIGINAL TOWN	0.161	PERMIAN BASIN PUBLIC TELECOM INC	E	$ -
R000035346	617 W TEXAS AV	BLK: 059, LOT: 010 N.10 OF E.86, ADDN: ORIGINAL TOWN, & E 86 OF 11 & 12	0.217	PERMIAN COURT REPORTERS INC		$ 45,530
R000035338	605 W TEXAS AV	BLK: 059, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	PERMIAN COURT REPORTERS INC		$ 64,140
R000035135	306 N MARIENFELD ST	BLK: 028, LOT: 010 S/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035136	306 N MARIENFELD ST	BLK: 028, LOT: 010 N/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035137	308 N MARIENFELD ST	BLK: 028, LOT: 011, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 19,730
R000035138	310 N MARIENFELD ST	BLK: 028, LOT: 012, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 75,890
R000035132	311 N BIG SPRING ST	BLK: 028, LOTS: 001 & 2 & N/2 OF 3, ADDN: ORIGINAL TOWN	0.402	PERMIAN RESOURCES CORPORATION LLC		$ 1,612,420
R000035134	300 N MARIENFELD ST	BLK: 028, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	PERMIAN RESOURCES CORPORATION LLC		$ 19,948,339
R000035364	510 W MISSOURI AV	BLK: 062, LOT: 007 & S.20 OF 8, ADDN: ORIGINAL TOWN	0.225	PETROLEUM CLUB OF MIDLAND		$ 37,360
R000035365	107 S PECOS ST	BLK: 062, LOT: 008 N.30 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.418	PETROLEUM CLUB OF MIDLAND		$ 113,750
R000035362	501 W WALL ST	BLK: 062, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND		$ 1,458,980
R000035363	106 S MARIENFELD ST	BLK: 062, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND INC		$ 250,430
R000058240	507 N DALLAS ST	BLK: 001, LOT: 003, ADDN: OLD PUBELO PARK	0.115	PINA LAURA		$ 175,960
R000035348	702 W WALL ST	BLK: 060, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.275	POPS STATION LLC		$ 126,600
R000203138	507 N FORT WORTH ST	BLK: 002, LOT: 003, ADDN: OLD PUEBLO PARK, SEC 2	0.161	PRIETO PEDRO		$ 187,300
R000017755	805 N BIG SPRING ST	BLK: 018, LOT: 003, ADDN: ELMWOOD SEC 2	0.402	PROSPERITY BANK		$ 136,690
R000026103	405 N COLORADO ST	BLK: 045, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 14,000
R000026099	407 N COLORADO ST	BLK: 045, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 43,800
R000026102	406 N BIG SPRING ST	BLK: 045, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 1,478,796
R000035278	105 N FORT WORTH ST	BLK: 051, LOTS: 006 THRU 9, ADDN: ORIGINAL TOWN	0.321	QUADRIGA INVESTMENTS INC		$ 121,990
R000025812	809 N WEATHERFORD ST	BLK: 008, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	QUAIN JACK ROBERT		$ 77,570
R000058242	503 N DALLAS ST	BLK: 001, LOT: 005, ADDN: OLD PUEBLO PARK	0.115	QUEZADA DAVID		$ 180,550
R000025831	810 N MAIN ST	BLK: 009, LOT: 12(N50 OF NW/4), ADDN: HOMESTEAD	0.161	RAMOS MARK		$ 14,000
R000203973	508 N DALLAS ST	BLK: 003, LOT: 004, ADDN: OLD PUEBLO PARK SEC 3	0.103	RAY ELLA L		$ 141,170
R000026035	709 W LOUISIANA AV	BLK: 033, LOT: N 150 FT OF W/2, ADDN: HOMESTEAD	0.482	REESE DEBBIE P		$ 495,690
R000051771	102 N C ST	BLK: 013, LOTS: 7(N47)& 8(NW47X23), ADDN: WEST END	0.079	REFLECTION MINISTRIES OF TEXAS INC		$ 50,610
R000035169		BLK: 036 EAST-WEST &,NORTH-SOUTH ALLEYS,ADDN: ORIGINAL TOWN	0.207	RENAISSANCE WEST JOINT		$ 25,310
R000220096	0 E KENTUCKY AV	BLK: 110, LOT 01A, ADDN: ORIGINAL TOWN, SEC: 19	2.038	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000034973	510 N TERRELL ST	BLK: 003, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS		$ 101,770
R000034972	508 N TERRELL ST	BLK: 003, S.50 OF N 100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS ETAL		$ 70,610
R000025808	806 N WEATHERFORD ST	BLK:007, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	REYES MATILDE		$ 157,900
R000034971	506 N TERRELL ST	BLK: 003, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES MATILDE ETAL		$ 90,480
R000025936	607 N TERRELL ST	BLK: 022, LOT: 003, ADDN: HOMESTEAD	0.161	REYES MIQUELA		$ 98,510
R000109943	709 N WEATHERFORD ST	BLK: 015, LOT: 002, ADDN: HOMESTEAD SEC 3	0.172	REYES RAUL B		$ 165,000
R000041039	808 N LORAINE ST	BLK: 002, LOT: 013, ADDN: RICHARDSON ABILENE	0.142	REYES RITO RICARDO		$ 139,050
R000035125	315 N COLORADO ST	BLK: 027, LOT: 005, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 68,650
R000035124	317 N COLORADO ST	BLK: 027, LOT: 004, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 96,120
R000035126	313 N COLORADO ST	BLK: 027, LOT: 006, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 100,720
R000035562	0 S BIG SPRING ST	BLK: 093, LOT: 006, ADDN: ORIGINAL TOWN	0.126	RIMT PROPERTY LP		$ 26,650
R000035560	0 S BIG SPRING ST	BLK: 093, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	RIMT PROPERTY LP		$ 28,880

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035563	0 S MARIENFELD ST	BLK: 093, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	RIMT PROPERTY LP		$ 39,380
R000035561	0 S BIG SPRING ST	BLK: 093, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.253	RIMT PROPERTY LP		$ 52,940
R000035564	405 W INDIANA AV	BLK: 093, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	RIMT PROPERTY LP		$ 57,750
R000035559	0 S BIG SPRING ST	BLK: 093, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.379	RIMT PROPERTY LP		$ 79,410
R000035121	312 N COLORADO ST	BLK: 026, LOT: 012, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 19,690
R000035123	319 N COLORADO ST	BLK: 027, LOTS: 002 & 3, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 176,430
R000026091	0 W MICHIGAN AV	BLK: 041, N.60 OF W/2, ADDN: HOMESTEAD	0.193	RNCS PROPERTY AND SERVICES LLC		$ 44,260
R000216335	505 N LORAINE ST	BLK: 041, LOT: 001 , ADDN: HOMESTEAD, 13TH	0.321	RNCS PROPERTY AND SERVICES LLC		$ 1,016,120
R000026064	507 N MARIENFELD ST	BLK: 038, NE/4, ADDN: HOMESTEAD	0.482	ROBINSON BUILDING LLC		$ 2,881,081
R000034980	501 E TENNESSEE AV	BLK: 004, W.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 10,500
R000034981	505 E TENNESSEE AV	BLK: 004, E.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 77,890
R000035196	209 N WEATHERFORD ST	BLK: 039, LOT: 001 & 2, ADDN: ORIGINAL TOWN	0.321	ROCK HOUSE RESIDENTIAL PROP LTD		$ 39,380
R000035214	300 E ILLINOIS AV	BLK: 040, LOT: 012 W 85, ADDN: ORIGINAL TOWN	0.098	RODEA MARTIN T		$ 45,790
R000041052	803 N MAIN ST	Lot: 002, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 002, ADDN: ATRIUM	0.149	RODRIGUEZ ANDREA E		$ 150,060
R000032394	409 N LEE ST	BLK: 006, LOT: 002, ADDN: MOODY	0.161	RODRIGUEZ CATARINA NICOLE		$ 236,700
R000035072	311 N MINEOLA ST	BLK: 019, LOT: 001, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 29,910
R000035073	309 N MINEOLA ST	BLK: 019, LOT: 002, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 191,880
R000035029	401 N DALLAS ST	BLK: 012, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE EST		$ 49,300
R000025832	709 N BIG SPRING ST	BLK: 010, LOT: NE/4, ADDN: HOMESTEAD	0.482	ROSE HOLDINGS LTD		$ 203,910
R000051787	808 W MISSOURI AV	BLK: 015, LOT: 008, ADDN: WEST END	0.161	ROYS NANCY		$ 111,180
R000051892	908 W INDIANA AV	BLK: 031, LOTS: 007 & 8, ADDN: WEST END	0.321	RSVS LLC		$ 218,800
R000026046	600 N A ST	BLK: 034, LOT: 005 & W/2 OF LOT 6, ADDN: HOMESTEAD	0.186	RUBIO JONATHAN J		$ 79,870
R000035026	411 N DALLAS ST	BLK: 012, LOT: 001 E/2, ADDN: ORIGINAL TOWN	0.241	RUIZ PEDRO		$ 21,000
R000035050	406 N TERRELL ST	BLK: 014, LOT: 004 SOUTH PART &, ADDN: ORIGINAL TOWN, NW/CORNER LOT 3	0.166	RUIZ RAFAEL E		$ 49,230
R000035051	410 N TERRELL ST	BLK: 014, LOT: 004 NORTH PART, ADDN: ORIGINAL TOWN	0.132	RUIZ RAFAEL E		$ 66,810
R000035032	408 N FORT WORTH ST	BLK: 012, S.50 OF N.100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	RUTLEDGE MELYSSA		$ 100,850
R000026098	409 N COLORADO ST	BLK: 045, S/2 OF NE/4 LESS S.50, ADDN: HOMESTEAD	0.08	S B W CORPORATION		$ 7,880
R000026100	411 N COLORADO ST	BLK: 045, N/2 OF NE/4, ADDN: HOMESTEAD	0.241	S B W CORPORATION		$ 23,750
R000203137	509 N FORT WORTH ST	BLK: 002, LOT: 002, ADDN: OLD PUEBLO PARK, SEC 2	0.161	SAENZ JESSICA MADRID		$ 187,300
R000058249	510 N FORT WORTH ST	BLK: 001, LOT: 012, ADDN: OLD PUEBLO PARK	0.112	SAENZ LEROY		$ 186,740
R000203974	506 N DALLAS ST	BLK: 003, LOT: 005, ADDN: OLD PUEBLO PARK SEC 3	0.103	SAIZ ERNESTO		$ 142,090
R000203970	514 N DALLAS ST	BLK: 003, LOT: 001, ADDN: OLD PUEBLO PARK SEC 3	0.13	SALCIDO FRANCISCO		$ 230,240
R000034989	501 N FORT WORTH ST	BLK: 06, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 14,000
R000034988	503 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 60,910
R000032402	406 N LAMESA RD	BLK: 006, LOT: 010, ADDN: MOODY	0.161	SANCHEZ JUAN		$ 14,000
R000032401	404 N LAMESA RD	BLK: 006, LOT: 009 LESS 350, ADDN: MOODY	0.153	SANCHEZ JUAN		$ 50,840
R000032400	402 N LAMESA RD	BLK: 006, LOT: 008 LESS 644, ADDN: MOODY	0.146	SANCHEZ JUAN J		$ 12,710
R000052056	710 W WASHINGTON AV	BLK: 051, LOTS: 5 THRU 7, ADDN: WEST END	0.513	SANCHEZ OSCAR O		$ 203,000
R000041033	913 N MAIN ST	BLK: 002, LOT: 005, ADDN: RICHARDSON ABILENE	0.158	SANCHEZ VELASCO MIGUEL A		$ 252,560
R000025946	603 N DALLAS ST	BLK: 023, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	SANDATE OSCAR MENCHACA		$ 215,950
R000035208	317 E TEXAS AV	BLK: 040, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	SCHMID 5 HOLDINGS LLC		$ 124,820
R000051784	0 W WALL ST	BLK: 015, LOT: 003 W.20 & ALL OF, ADDN: WEST END, LOT 4	0.225	SCYTHIAN LTD		$ 71,050
R000051785	0 W WALL ST	BLK: 015, LOTS: 005 & 6, ADDN: WEST END	0.321	SCYTHIAN LTD		$ 103,780
R000051783	801 W WALL ST	BLK: 015, LOTS: 001 & 2 & E.30 OF, ADDN: WEST END, LOT 3	0.418	SCYTHIAN LTD		$ 194,850
R000035659	401 S MARIENFELD ST	BLK: 109, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 6	1.408	SHH ENTERPRISES LLC		$ 2,047,190
R000051772	902 W WALL ST	BLK: 013, LOT: 013, ADDN: WEST END SEC 9	0.153	SHULL HAROLD		$ 77,240
R000026117	509 W TENNESSEE AV	BLK: 047, E.48 OF W.94 OF, ADDN: HOMESTEAD, N.100 OF NW/4	0.11	SIGNAL MARIENFELD LLC		$ 9,600
R000026116	0 W TENNESSEE AV	BLK: 047, W.46 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.106	SIGNAL MARIENFELD LLC		$ 24,900
R000035008	401 N WEATHERFORD ST	BLK: 010, LOT: 002, ADDN: ORIGINAL TOWN	0.482	SIGNAL WEATHERFORD LLC		$ 139,740
R000035552	310 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 S/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 53,510

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035551	306 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 N/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 94,740
R000215329	400 S PECOS ST	BLK: 111, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 13	0.449	SIMS LARRY D		$ 218,700
R000025984	604 N BIG SPRING ST	BLK: 029, S.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 17,200
R000025982	0 N BIG SPRING ST	BLK: 029, N.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 234,490
R000025968	608 N MAIN ST	BLK:026, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	SIX O EIGHT N MAIN		$ 1,078,297
R000025863	711 N BAIRD ST	BLK: 014, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNIE D		$ 14,000
R000025864	709 N BAIRD ST	BLK: 014, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNY D		$ 14,000
R000051790	106 S A ST	BLK: 015, LOTS: 010 THRU 12 N.65, ADDN: WEST END	0.224	SOSA ONE LLC		$ 145,280
R000035351	103 S A ST	BLK: 060 1/2, LOTS: 002;3 & 4, ADDN: ORIGINAL TOWN	0.218	SOSA ONE LLC		$ 160,550
R000051895	204 S B ST	BLK: 031, LOT: N 97.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.224	SOUTH JK LLC		$ 155,050
R000035539	0 N MARIENFELD ST	BLK: 089, LOT: 004, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035538	0 N MARIENFELD ST	BLK: 089, LOT: 003, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035537	0 N MARIENFELD ST	BLK: 089, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	SOUTHWESTERN BELL TELEPHONE CO		$ 39,380
R000026119	507 W TENNESSEE AV	BLK: 047, E.46 OF N.100 OF, ADDN: HOMESTEAD	0.106	SPENCER GREGORY S		$ 215,490
R000035105	301 E ILLINOIS AV	BLK: 022, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	STACKING STONES LLC		$ 143,740
R000051792	908 W MISSOURI AV	BLK: 016, LOTS: 007 & 8 S/2, ADDN: WEST END	0.161	STAGG 901 LTD		$ 50,750
R000051793		BLK: 016, LOTS: 007 & 8 N/2 & ALL, ADDN: WEST END, OF LOTS 9 THRU 12	0.803	STAGG 901 LTD		$ 253,750
R000051791	901 W WALL ST	BLK: 016, LOTS: 001 THRU 6, ADDN: WEST END	0.964	STAGG 901 LTD		$ 6,406,495
R000035375	201 W WALL ST	BLK: 065, LOTS: 001 & 2 & E.23.5, ADDN: ORIGINAL TOWN, OF LOT 3	0.219	STAGG INVESTMENT III LTD		$ 7,486,443
R000035376	203 W WALL ST	BLK: 065, LOTS: 3(W1.5); 4-6 &, ADDN: ORIGINAL TOWN, LOT 7(E24.25)	0.301	STAGG INVESTMENT III LTD		$ 11,988,486
R000025804	805 N FORT WORTH ST	BLK: 007, N.50 OF S.125 OF N.250, ADDN: HOMESTEAD, OF E/2	0.161	STATHAKOS NIKCOAL		$ 93,500
R000058247	506 N FORT WORTH ST	BLK: 001, LOT: 010, ADDN: OLD PUEBLO PARK	0.115	STENSON JACE		$ 175,720
R000035554	302 S MARIENFELD ST	BLK: 092, LOTS: 002 THRU 4, ADDN: ORIGINAL TOWN	0.482	STROOPE BEVERLY MAXCINE		$ 244,920
R000025955	606 N WEATHERFORD ST	BLK: 024, NW/4, ADDN: HOMESTEAD	0.482	SWEET COMMERCIAL PROPERTIES LLC		$ 565,900
R000025975	600 N LORAINE ST	BLK: 027, S.200 OF W/2, ADDN: HOMESTEAD	0.643	T J J C K LLC		$ 410,490
R000025855	700 N BIG SPRING ST	BLK: 011, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	TAING HANG KHEANG		$ 135,940
R000035155	500 W TEXAS AV	BLKS: 032 & 33, ALL, ADDN: ORIGINAL TOWN	4.684	TALL CITY TOWERS LLC		$ 95,808,384
R000025935	609 N TERRELL ST	BLK: 022, LOT: 002, ADDN: HOMESTEAD, (AKA S.50 N.100 OF E/2)	0.161	TARANGO SAMUEL EST		$ 46,870
R000025827	804 N MAIN ST	BLK: 009, LOT: 009, ADDN: HOMESTEAD	0.161	TEAL JUDY A		$ 151,290
R000035339	601 W TEXAS AV	BLK: 059, LOTS: 001 & 2 E.90, ADDN: ORIGINAL TOWN	0.207	TEJAS AVENUE LLC		$ 416,370
R000035015	411 N FORT WORTH ST	BLK: 011, N.95 OF NE/4 LESS W 50, ADDN: ORIGINAL TOWN	0.196	TENNON HATTIE		$ 72,900
R000035016	306 E TENNESSEE AV	BLK: 011, W.50 OF N.95 OF NE/4, ADDN: ORIGINAL TOWN	0.109	TENNON HATTIE		$ 81,590
R000035108	308 N WEATHERFORD ST	BLK: 022, LOT: 011 S.25, ADDN: ORIGINAL TOWN	0.08	TEXAS ARMS OF LOVE INC	E	$ -
R000035106	304 N WEATHERFORD ST	BLK: 022, LOT: 009, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035109	310 N WEATHERFORD ST	BLK: 022, LOTS: 11(N25) & 12(S5), ADDN: ORIGINAL TOWN	0.096	TEXAS ARMS OF LOVE INC	E	$ -
R000035107	306 N WEATHERFORD ST	BLK: 022, LOT: 010, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035217	204 N FORT WORTH ST	BLK: 041, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	TEXAS ARMS OF LOVE INC		$ 35,000
R000035070	711 E FRONT ST	BLK: 018, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.62	TEXAS BROTHERS LLC		$ 156,190
R000035071	703 E FRONT ST	BLK: 018, LOTS: 005 THRU 10, ADDN: ORIGINAL TOWN	0.912	TEXAS BROTHERS LLC		$ 637,670
R000035149	0 N CARRIZO ST	BLK: 031, LOT: 002, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000035148	211 N CARRIZO ST	BLK: 031, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000051904	808 W INDIANA AV	BLK: 032, LOT: 5 & 6 S.160.1 OF W/2, ADDN: WEST END	0.515	TEXLAND 1031 HOLDINGS LLC		$ 634,880
R000035014	412 N BAIRD ST	BLK: 010, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	THB BRENTWAY LLC		$ 36,750
R000035546	300 S PECOS ST	BLK: 091, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	THB BRENTWAY LLC		$ 77,830
R000035283	108 N WEATHERFORD ST	BLK: 051, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.161	THE OLD WAREHOUSE LLC		$ 57,730
R000035028	403 N DALLAS ST	BLK: 012, N.100 OF SE/4, ADDN: ORIGINAL TOWN	0.321	THRIFTY STORAGE INC		$ 116,090
R000225624	0 E ILLINOIS AV	BLK: 023, LOT: 013, ADDN: ORIGINAL TOWN SEC 24	0.97	THRIVING UNITED INC		$ 479,040
R000035111	201 E ILLINOIS AV	BLK: 023, LOTS: 7-12, ADDN: ORIGINAL TOWN	1.01	THRIVING UNITED INC		$ 1,692,380
R000035182	219 N MAIN ST	BLK: 037, LOT: 002 N/2, ADDN: ORIGINAL TOWN	0.08	THUNDERBOLT PETROLEUM COMPANY LLC		$ 118,140
R000058245	502 N FORT WORTH ST	BLK: 001, LOT: 008, ADDN: OLD PUEBLO PARK	0.115	TIJERINA ROSA LINDA		$ 177,630

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035118	218 W ILLINOIS AV	BLK: 026, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	TIN KEY 218 LLC		$ 393,560
R000035191	206 N MAIN ST	BLK: 038, LOT: 008 N/2 & S.9 OF 9, ADDN: ORIGINAL TOWN	0.109	TITLE TECHNOLOGIES INC		$ 279,640
R000032393	411 N LEE ST	BLK: 006, LOT: 001, ADDN: MOODY	0.161	TORRES GILBERTO ANTONIO		$ 242,520
R000034974	500 N TERRELL ST	BLK: 003, S.75 OF SW/4, ADDN: ORIGINAL TOWN	0.241	TOVAR EMILIO &		$ 81,110
R000035553	300 S MARIENFELD ST	BLK: 092, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TRINITY RHEMA INTERNATIONAL CHURCH		$ 36,750
R000035157	400 W TEXAS AV	BLK: 034, LOTS: 004 & N/2 OF 005, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 279,243
R000203779	400 W TEXAS AV	BLK: 034, LTS:005(S/2) & ALL OF 006, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 7,507,459
R000034990	500 N WEATHERFORD ST	BLK 006, .50 OF SW/4, ADDN: ORIGINAL TOWN	0.161	TYLER REAL ESTATE LLC		$ 14,000
R000026080	501 N COLORADO ST	BLK: 040, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	TYNER REAL ESTATE LLC		$ 64,450
R000035289	0 N WEATHERFORD ST	BLK: 052, LOT: 008, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035287	0 N WEATHERFORD ST	BLK: 052, LOT: 004, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035286	0 N WEATHERFORD ST	BLK: 052, LOT: 003, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035292	0 N BAIRD ST	BLK: 052, LOTS: 017 & 18, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035285	0 N WEATHERFORD ST	BLK: 052, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035288	0 N WEATHERFORD ST	BLK: 052, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.241	UNITED STATES OF	E	$ -
R000035291	0 N BAIRD ST	BLK: 052, LOTS: 013 THRU 16, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035290	0 N WEATHERFORD ST	BLK: 052, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035293	0 N BAIRD ST	BLK: 052, LOTS: 019 THRU 24, ADDN: ORIGINAL TOWN	0.482	UNITED STATES OF	E	$ -
R000035386	100 E WALL ST	BLKS: 67;68;, 69 & 84, ADDN: ORIGINAL TOWN	5.125	UNITED STATES OF	E	$ -
R000025948	607 N DALLAS ST	BLK: 023, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	URBINA JOSUE &		$ 188,140
R000035037	403 N TERRELL ST	BLK: 013, M.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTHURO		$ 30,280
R000035036	401 N TERRELL ST	BLK: 013, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTURO		$ 24,140
R000035054	405 N MARSHALL ST	BLK: 015, N.50 SE/4 (AKA 2A), ADDN: ORIGINAL TOWN, & S.50 NE/4 (AKA 1C)	0.321	VALLIN OSCAR		$ 28,000
R000035053	409 N MARSHALL ST	BLK: 015, M.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1B)	0.161	VALLIN OSCAR M		$ 14,000
R000035052	411 N MARSHALL ST	BLK: 015, N.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1A)	0.161	VALLIN OSCAR M		$ 14,000
R000035129	312 N BIG SPRING ST	BLK: 027, LOTS: 019 THRU 21, ADDN: ORIGINAL TOWN	0.241	VANDERGRIFF BUILDING MANAGEMENT LLC		$ 326,020
R000034964	509 N MINEOLA ST	BLK: 003, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VARELA JUAN V &		$ 79,910
R000035042	406 N DALLAS ST	BLK: 013, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	VARELA MARCO		$ 60,180
R000025882	710 N WEATHERFORD ST	BLK: 016, N.100 OF W/2, ADDN: HOMESTEAD	0.321	VASQUEZ MARIO		$ 238,910
R000025941	604 N DALLAS ST	BLK: 022, LOT: 008, ADDN: HOMESTEAD	0.161	VEGA RICARDO		$ 186,580
R000035084	305 N TERRELL ST	BLK: 020, LOT: 004, ADDN: ORIGINAL TOWN	0.161	VELA JOE		$ 15,730
R000035218	508 E ILLINOIS AV	BLK: 042, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VELOZ GEORGE MANAGEMENT LP		$ 134,700
R000034977	507 N TERRELL ST	BLK: 004, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.161	VERASTEGUI FRANCISCO JAVIER		$ 14,000
R000041047	922 N LORAINE ST	BLK: 002, LOT: 021, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 13,800
R000041048	924 N LORAINE ST	BLK: 002, LOT: 022, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 63,080
R000025820	807 N BAIRD ST	BLK: 009, LOT: 002 S/2 & ALL OF 3, ADDN: HOMESTEAD	0.241	WALKER THEDIS		$ 50,500
R000035349	703 W WALL ST	BLK: 060 1/2, LOT: 001 & N.30 OF LOT, ADDN: ORIGINAL TOWN, 2 & 10X80 OF CARRIZO ST	0.127	WALL ST COCINA LLC		$ 121,150
R000035356	606 W MISSOURI AV	BLK: 061, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	WALL ST JOINT VENTURE		$ 333,470
R000035385	117 W WALL ST	BLK: 066, LOTS: 013 THRU 24, ADDN: ORIGINAL TOWN	0.964	WALL STREET		$ 13,760,378
R000035359	106 S CARRIZO ST	BLK: 061, LOT: 009, ADDN: ORIGINAL TOWN	0.161	WALL STREET JOINT		$ 28,620
R000226416	621 W WALL ST	BLK: 061, LOTS: 013, ADDN: ORIGINAL TOWN	0.345	WALL STREET JOINT		$ 204,450
R000026047	712 W MICHIGAN AV	BLK: 034, LOT: 006 E/2 & ALL OF 7, ADDN: HOMESTEAD	0.382	WALTON TRENT A		$ 650,850
R000026133	0 W TENNESSEE AV	BLK: 049, (40 X 65) ABANDONED ST, ADDN: HOMESTEAD	0.06	WE INCORPORATED	E	$ -
R000026123	0 N CARRIZO ST	BLK: 049, 40 X 85 ADJACENT TO SW/4, ADDN: HOMESTEAD	0.078	WE INCORPORATED	E	$ -
R000026131	404 SAN ANGELO ST	BLK: 049, N.65 OF W/2 OF SW/4, ADDN: HOMESTEAD	0.104	WE INCORPORATED	E	$ -
R000026135	712 W OHIO AV	BLK: 049, LOT: S/2 OF BLK 49 1/2, ADDN: HOMESTEAD, & 40 X150 ABANDONED ST	0.237	WE INCORPORATED	E	$ -
R000026129	706 W OHIO AV	BLK: 049, E.70 OF SW/4, ADDN: HOMESTEAD	0.241	WE INCORPORATED	E	$ -
R000041041	812 N LORAINE ST	BLK: 002, LOT: 015, ADDN: RICHARDSON ABILENE	0.158	WHITE MARIA		$ 54,430
R000025856	711 N LORAINE ST	BLK: 012, N.91 OF NE/4, ADDN: HOMESTEAD	0.292	WHITE STAR ENERGY INC		$ 25,480
R000035372	415 W WALL ST	BLK: 063, LOTS: 010;11&W.105 OF 12, ADDN: ORIGINAL TOWN	0.402	WILCO BUILDING PARTNER		$ 19,187,708

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000109953	710 N BAIRD ST	BLK: 015, LOT: 012, ADDN: HOMESTEAD SEC 3	0.172	WILEY JOE W		$ 155,360
R000058241	505 N DALLAS ST	BLK: 001, LOT: 004, ADDN: OLD PUEBLO PARK	0.115	WILLIAMS DEBRA B		$ 192,550
R000026101	412 N BIG SPRING ST	BLK: 045, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	WRANGLER MITX 130311 PORTFOLIO OWNER LLC		$ 155,060
R000214218	610 N BIG SPRING ST	BLK:029, LT 05A, ADDN: HOMESTEAD, SEC 10	0.349	WSE REALTY LLC		$ 791,780
R000219719	706 N COLORADO ST	BLK: 012, LOT: 01A, ADDN: HOMESTEAD SEC 17	0.722	WSE REALTY LLC		$ 1,977,920
R000035195	216 N MAIN ST	BLK: 038, LOT: 012 S/2, ADDN: ORIGINAL TOWN	0.08	WSJV LLC		$ 165,620
R000017990	907 WHITAKER ST	BLK: 006, LOT: 013, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017991	909 WHITAKER ST	BLK: 006, LOT: 014, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017992	0 WHITAKER ST	BLK: 006, LOT: 015, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017993	1005 WHITAKER ST	BLK: 006, LOT: 016, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017994	1007 WHITAKER ST	BLK: 006, LOT: 017, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017995	1009 WHITAKER ST	BLK: 006, LOT: 018, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017948	802 WHITAKER ST	BLK: 001, LOT: 003 4 & 5 W 50, ADDN: ESTES	0.172	Y M C A	E	$ -
R000226306	800 N BIG SPRING ST	BLK: 019, LOT: 002A, ADDN: ELMWOOD SEC 3	7.47	Y M C A	E	$ -
R000035377	211 W WALL ST	BLK: 065, LOT: 008, +9 IN ALL OF L OF 007 & 009, ADDN: ORIGINAL TOWN	0.079	YEI ACQUISITION LLC		$ 176,560
R000041051	805 N MAIN ST	Lot: 001, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 001, ADDN: ATRIUM	0.149	YHARTE BELINDA		$ 152,120
R000025951	605 N DALLAS ST	BLK: 023, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	YOUNG ANDRE		$ 183,950
R000017952	807 N LORAINE ST	BLK: 001, LOT: 004 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017953	0 LORAINE ST	BLK: 001, LOT: 005 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017996	1011 WHITAKER ST	BLK: 006, LOT: 019, ADDN: ESTES	0.143	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017997	1013 WHITAKER ST	BLK: 006, LOT: 020 & STRIP 15, ADDN: ESTES, WIDE N OF LOT 20	0.187	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017955	808 WHITAKER ST	BLK: 001, LOT: 006 & 7 W/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017971	1017 WHITAKER ST	BLK: 005, LOT: 1A, ADDN: SPW ESTES, SEC 2	0.445	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017954	811 N LORAINE ST	BLK: 001, LOT: 006 & 7 E/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTION ASSO	E	$ -
R000035081	311 N TERRELL ST	BLK: 020, LOT: 001, ADDN: ORIGINAL TOWN	0.161	ZARATE ERBY		$ 98,560
R000025926	602 N TERRELL ST	BLK: 021,M.50 OF SW/4, ADDN: HOMESTEAD	0.161	ZARATE SANDY ETAL		$ 45,220
R000041053	801 N MAIN ST	Lot: 003, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 003, ADDN: ATRIUM	0.178	ZUBIA LINDA HINOJOS		$ 182,620
R000025823	800 N MAIN ST	BLK: 009, LOT: 007, ADDN: HOMESTEAD	0.161	ZUBIA RICARDO		$ 155,190

TAX INCREMENT REINVESTMENT ZONE NO. 2 (DOWNTOWN) FINAL PLAN ADOPTION

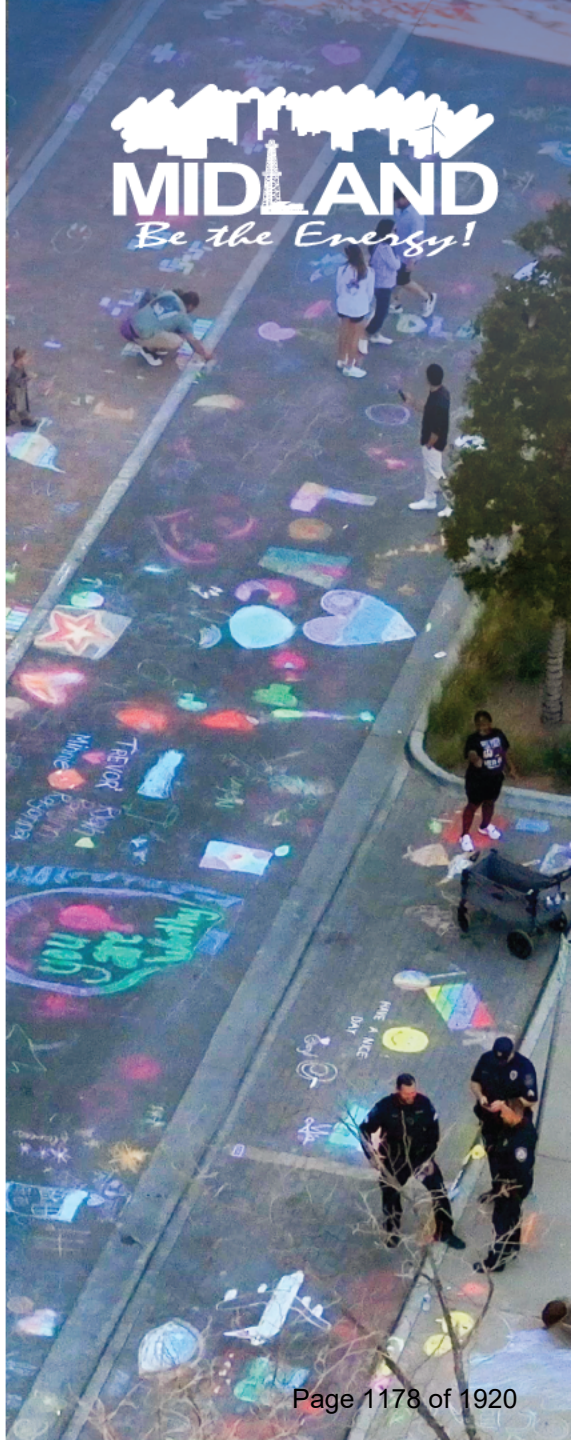
Visit Our Website

MIDLANDTEXAS.GOV

STRATEGIC PLAN CONNECTION

Goal 1. Strong Economy with More Quality Jobs

- **1.3 Continue Downtown and West Midland Redevelopment:** Promote revitalization efforts for a vibrant downtown
  - **1.3.1 Identify and address the challenges hindering infrastructure growth** and new business development in Downtown Midland
- **1.4 Nurture Development Districts:** Establish key action plans honed to enhance development districts



STRATEGIC PLAN CONNECTION

Goal 2. Set the Standard for a Safe and Secure City

- **2.4 Revitalize Neighborhoods:** Utilize best practices to support the redevelopment of neighborhoods

Goal 3. Quality of Life and Place for Recruitment and Retention

- **3.3 Create an Attractive and Inclusive Living Environment:** Develop and enhance live, work, and play opportunities for our citizens



COUNCIL REQUESTED ACTION

Approve the Final Project and Financing Plan for TIRZ No. 2 (Downtown):

- The TIRZ Board—representing the City, County, College, and Hospital—**unanimously approved** the final plan on May 28, 2025.
- State law requires City Council to approve the plan by ordinance **before the TIRZ can become active**.
- The final plan mirrors the preliminary version but includes **updated revenue projections & project costs** reflecting participation from 4 taxing entities.



PRESENTATION OVERVIEW

- TIRZ Concept
- TIRZ Creation Process
- TIRZ #2 Project and Financing Plan
- Next Steps



PETTIT & AYALA CONSULTING

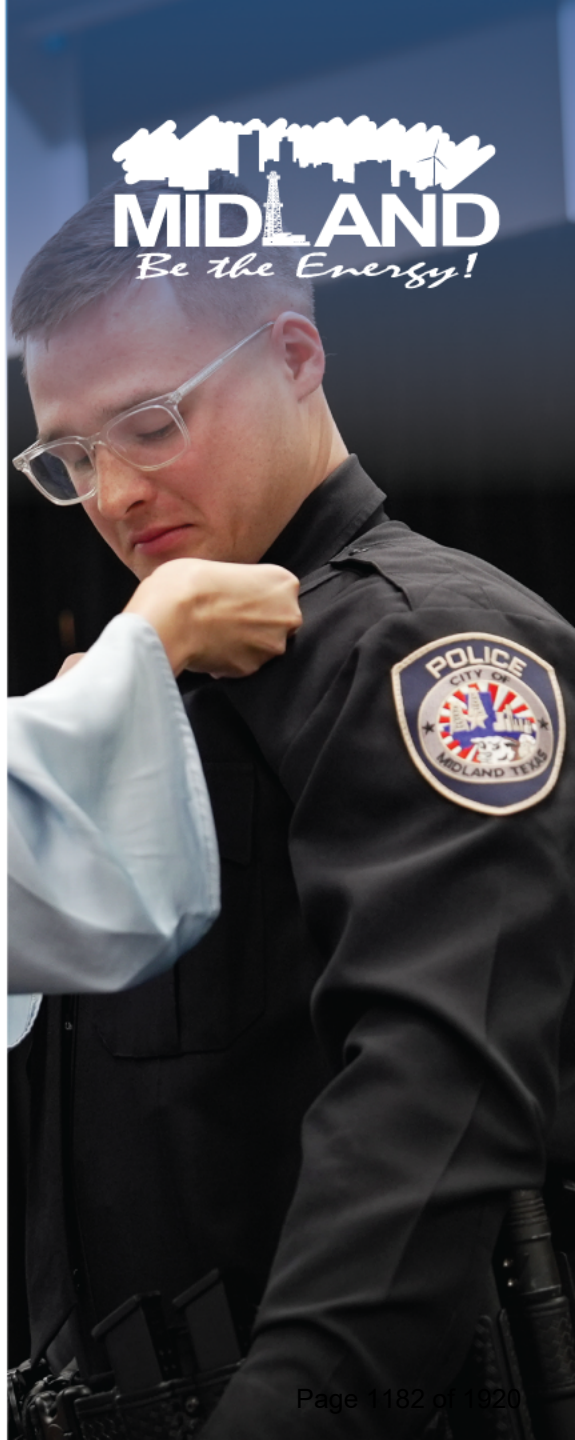
CONCEPT: TIRZ REVENUES

Two ways to create new tax increment:

1. New construction/investment; and/or
2. Annual appreciation of real property (organic growth)





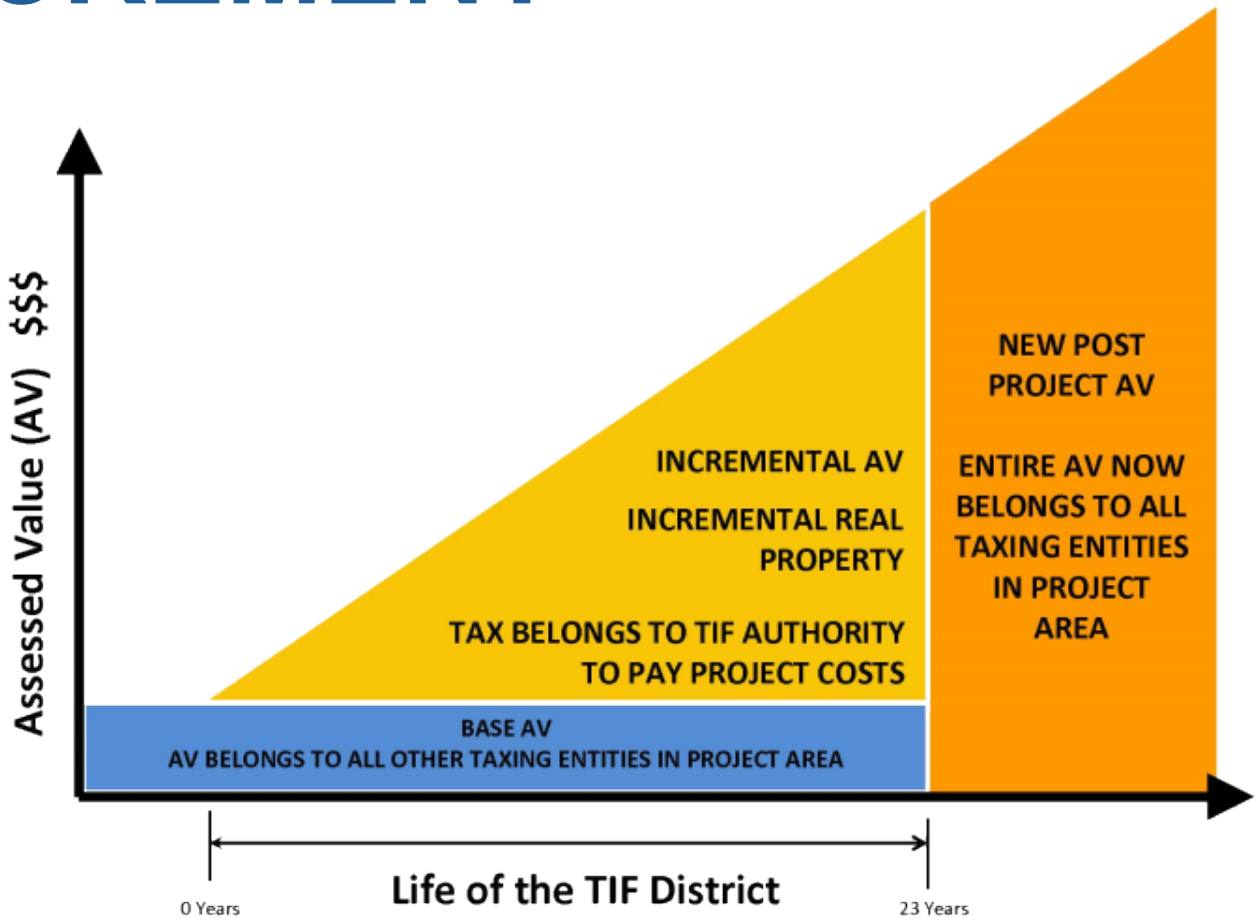


PETTIT & AYALA CONSULTING

CONCEPT: TAX INCREMENT FINANCING

Not new tax on development

- Redirects tax generated from new development and growth within the TIRZ



PETTIT & AYALA CONSULTING

MIDLAND Be the Energy!

TIRZ CREATION PROCESS

- Chapter 311 outlines the various procedures for creating and amending a TIRZ. Two main documents:
  1. Creation Ordinance **(approved November 14, 2023)**; and
  2. TIRZ Project and Financing Plan
- Creation ordinance established four key elements:
  - Boundary;
  - Term;
  - TIRZ Board; and
  - Preliminary Project and Financing Plan
- **Upon TIRZ creation the Final Project and Financing Plan is approved by the TIRZ Board (May 28, 2025) and then the City Council by separate ordinance**



PETTIT & AYALA CONSULTING

BOUNDARY

449 acres



- TIRZ Boundary

PETTIT & AYALA CONSULTING

MIDLAND Be the Energy!

PLAN: PARTICIPATION

- 30-year term – December 31, 2053 (with final year's tax to be collected by September 1, 2054)

Taxing Jurisdictions	Total Taxes Generated	Participation (100%)
City of Midland	$105,668,302	$69,455,685
Midland County	$26,641,241	$24,283,821
Midland Hospital	$15,107,061	$14,747,782
Midland College	$16,435,863	$15,613,044
Midland ISD	$173,707,547	$0
Total	**$337,560,014**	**$124,100,332**

**County Participation not to exceed $24,283,821 per the separate interlocal agreement*
**Hospital Participation not to exceed $14,747,782 per the separate interlocal agreement*
**College Participation not to exceed $15,613,044 per the separate interlocal agreement*



PETTIT & AYALA CONSULTING

PLAN: PROJECT COSTS

- Categories listed include **all projects eligible** under Chapter 311.002 of the Texas Tax Code.
- **Project cost allocations** will be evaluated **case-by-case** and submitted to the **TIRZ Board and City Council** for approval.
- **Line-item savings may be reallocated**, but total project costs **cannot exceed $124,100,332** without a plan amendment.

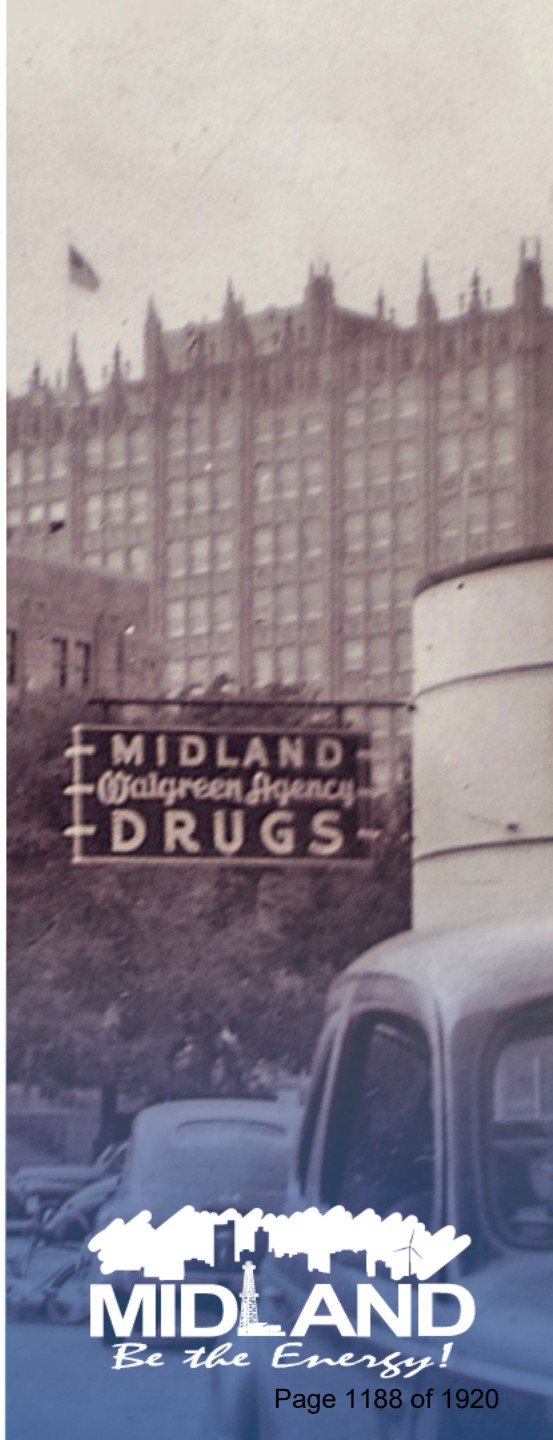


PETTIT & AYALA CONSULTING

PLAN: PROJECT COSTS

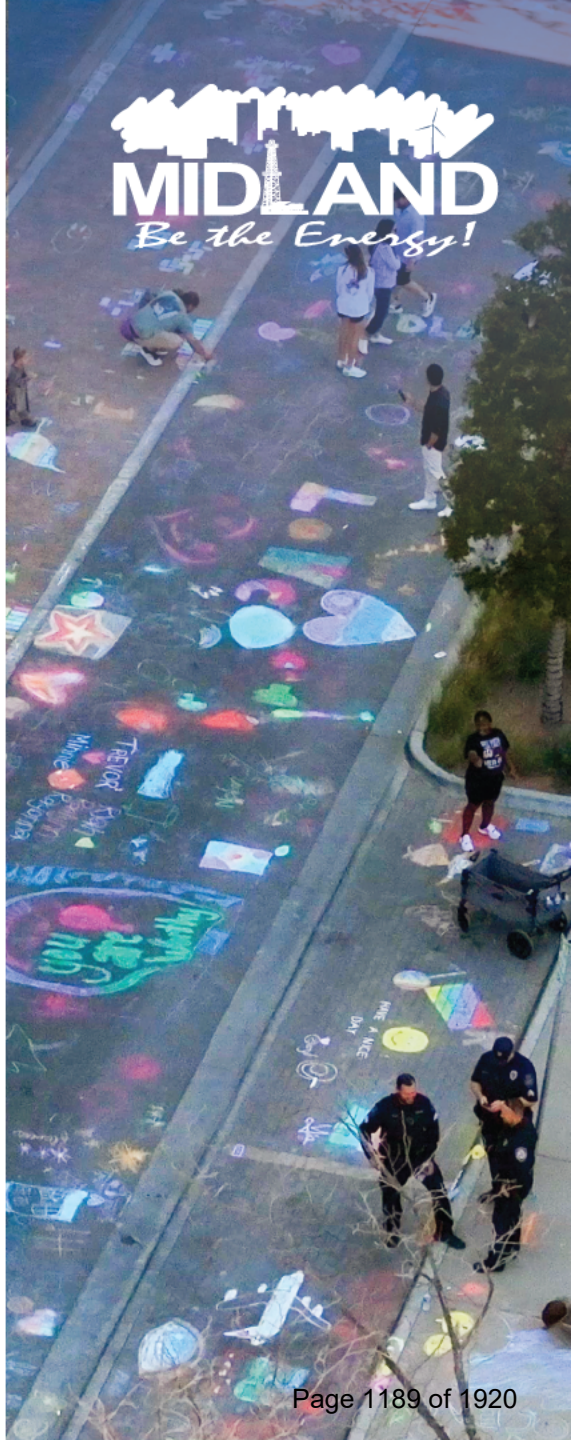
Proposed Project Costs - TIRZ #2		
Public Utilities	**$ 17,374,046**	**14.0%**
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements		
Parking and Transit Improvements	**$ 31,025,083**	**25.0%**
Street and Intersection Improvements	**$ 12,410,033**	**10.0%**
Pedestrian Enhancements	**$ 18,615,050**	**15.0%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$ 12,410,033**	**10.0%**
Economic Development Grants	**$ 31,025,083**	**25.0%**
Administrative Costs	**$ 1,241,003**	**1.0%**
Total	$ 124,100,332	100.0%

PETTIT & AYALA CONSULTING



NEXT STEPS

- TIRZ Board recommended approval of the final Project and Financing Plan on May 28, 2025
- **Approval of the plan by the City Council** by separate ordinance is needed to activate the TIRZ
- Continue TIRZ Board meetings – next meeting tentatively scheduled for October 2025



PETTIT & AYALA CONSULTING

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 33.
Meeting Date: December 16, 2025
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 7, BLOCK 23, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LEE STREET AND EAST TEXAS AVENUE), 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 (FIRST READING HELD NOVEMBER 18, 2025)

Purpose:
Danny Harris, is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 200 North Lee Street for Club Remy.

Recommended Action:
Approve

Fiscal Impact:
none

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The properties to the north, south and, west are zoned RR, Regional Retail consisting of churches, temples and other bars. There are also some homes in the regional retail district. The properties to the east are MF22- Multiple Family.

Analysis:

The property is zoned RR, Regional Retail District and is the location of where the bar is located. RR, Regional Retail District zoning allows for alcoholic beverages sales for on-premises consumption in a bar with the approval of an SUD. The total area of the bar is 5,000 square feet and the proposed alcohol serviceable area is 4,000-square feet.

The proposed days and hours of operation are:

Thursday through Sunday from 8 p.m. to 2 a.m.

The applicant is requesting the following alcohol serviceable hours.

Thursday through Sunday from 8 p.m. to 2 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objection. [For Applicant’s Information Only.]

Building Code: (Approved)

The SUD for Club Remy is acceptable. The property must adhere to the maximum occupant load of 266 persons for the alcohol serviceable area. Occupancy loads must be posted in

accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, subject to conditions A through G.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 4,000 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 applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Thursday through Sunday from 8 p.m. to 2 a.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 all requirements of the Fire Department and Code Administration Division.

F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.

G. That in accordance with section 9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of November 7, 2025 staff has not received any letters of objections.

Attachments:

A. ORDINANCE W/-EXH - SUD-25-0210.Club Remy - Alcohol Sales Ord w Exh
B. SUD-25-0210, Combined Docs (Revised)
C. SUD-25-0210, Alcohol SUD w Term Club Remy

Kathy Rauda, City Secretary Created/Initiated - 11/18/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 7, BLOCK 23, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LEE STREET AND EAST TEXAS AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 7, Block 23, Moody 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 4,000 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:

   Thursday through Sunday from 8:00 p.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

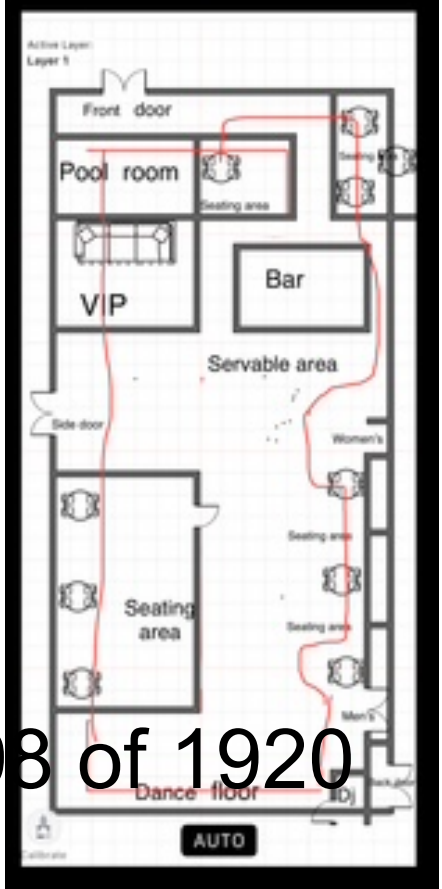
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney


Front door
Pool room
Seating area
V|P
Bar
Servable area
Side door
Women's
Seating area
Seating area
Seating area
Men's
Dance floor
DJ
AUTO

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

FOR STAFF'S USE ONLY
Project Number: _____
Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Danny Harris			Phone (424 513-4042 Email clubramy200@yahoo
Address 1921 Nash Ave	City midland	State TX	Zip 79705

Property Owner Printed Name: Christina Carson Ave #1303			Phone (424 513-4042 Email clubramy200@yahoo
Address 1212 E. Wadley	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: 200 N. Loop St.

Business Name: Club Ramy

Reason for Request: ~~Renewal~~ Mix beverage late hours permit

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: bar

Proposed/Current Days and Hours of Operation: Thurs - ~~Sunday~~ Monday 8pm to 1 2 AM

Proposed Days and Hours of Alcohol Service: Thurs - ~~Sunday~~ Monday 8pm to 1 2 AM

Total Square Footage of Business: ~~100~~ - 5000 sq

Square Footage of Alcohol Serviceable Area: ~~225 sq~~ 4000 sq ft
(Outline in red on floor plan)

Restroom Fixtures:	*Men*	**Toilets/Urinals:**	1 /	**Bathroom Sinks:**	2
	Women	**Toilets:**	2	**Bathroom Sinks:**	2

****Application will not be considered for scheduling until reviewed by a planner.****

Submittal and Fees
Items to be submitted with this application form:

Application Fee of $300 –
- If by check, put Payable to the 'City of Midland'
- If online, check email for invoice

Dimensioned Floor Plan showing:
- Seating
- Exits
- Restrooms
- Kitchen (if applicable)
- Total Square Footage
- Serviceable Square Footage (outlined in red & labeled)

Dimensioned Site Plan showing:
- Parking
- Business Footprint

Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures Christina Carson	
Applicant (signature): Danny Harris	Date: 9-4-25
Applicant (printed): Danny Harris	
Property Owner (signature):	Date: 9-4-25
Property Owner (printed) : //	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, 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 Danny Harris who, being by me duly sworn, upon oath says: That (s)he is authorized by Christina Carson, 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 23rd day of September, 20 25, to certify which witness my hand and seal of office.

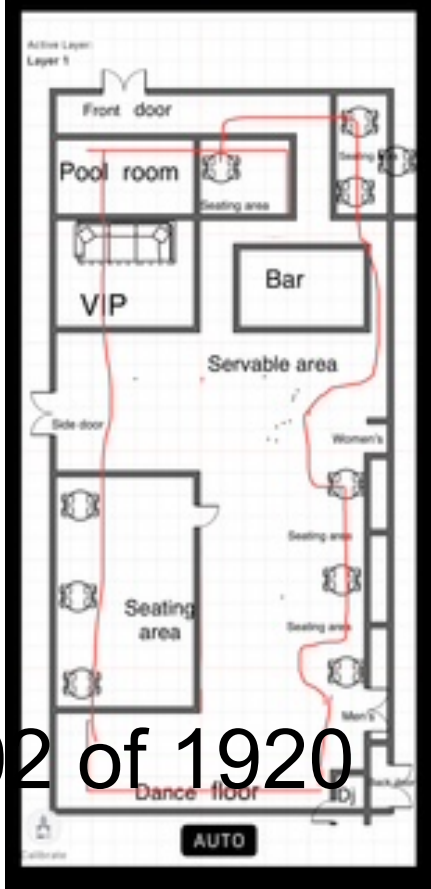
ALEXIS MARIE MARTINEZ
Notary Public, State of Texas
Comm. Expires 07-12-2027
Notary ID 134449907

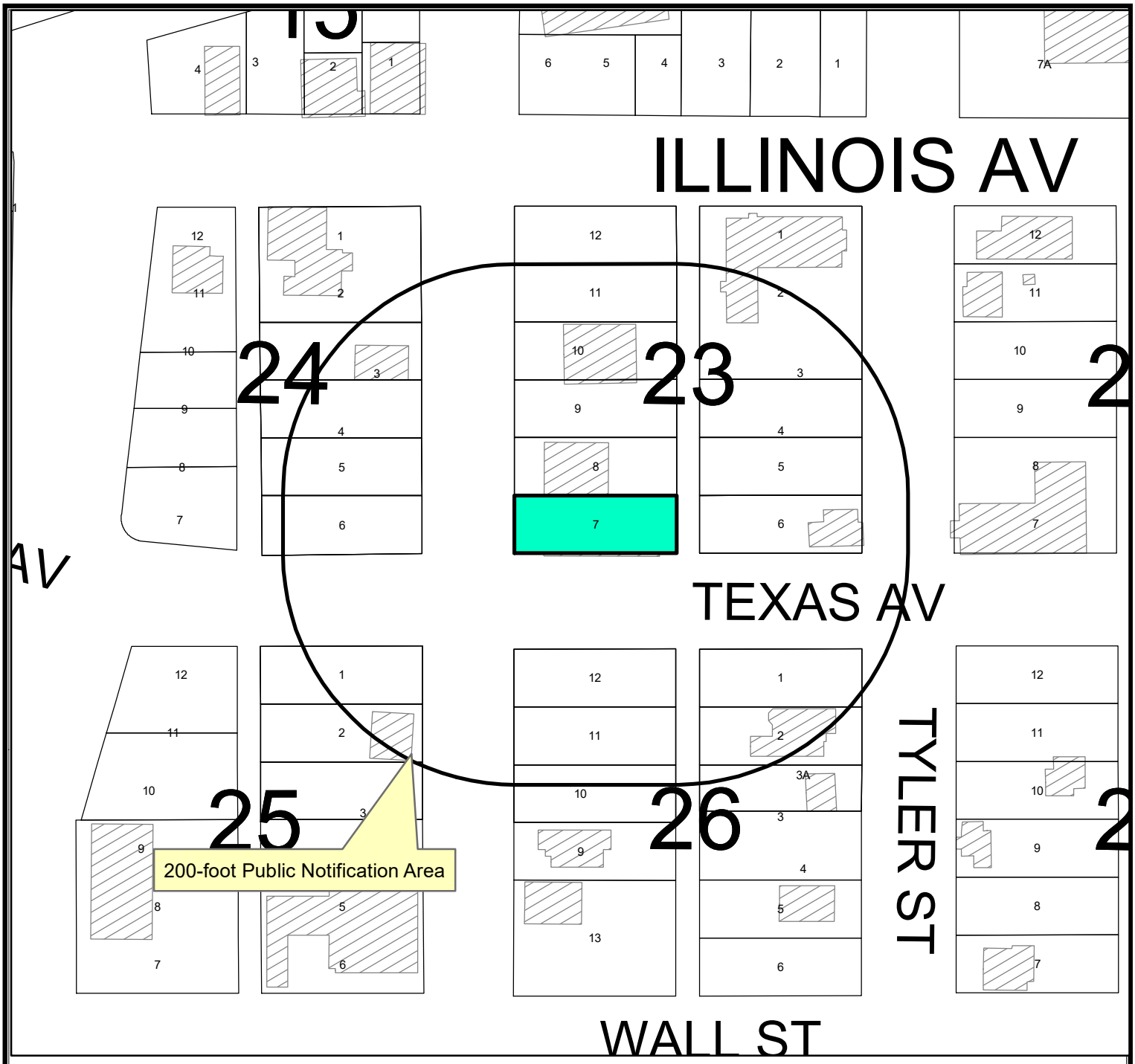
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☐ Dimensioned Floor Plan
☑ Application Fee	☐ Site Plan
Check #_____	☐ Plans in Digital Format (PDF/JPEG)
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****


Active Layer:
Layer 1
Front door
Pool room
Seating area
V|P
Bar
Servable area
Side door
Women's
Seating area
Seating area
Seating area
Men's
Dance floor
DJ
AUTO



Location Map

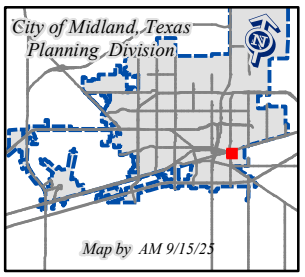
SUD-25-0210 **Scale: 1" = 800 '**

Consider a request by Danny Harris, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Bar on Lot 7, Block 23, Moody Addition, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of East Texas Avenue and North Lee Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

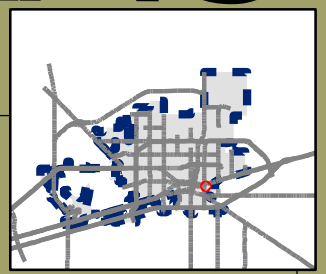
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

RR

MF22

TEXAS



Map by AM

SUD-25-2010

Scale: 1" = 400'

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 MADE OR ACTIONS TAKEN BY USERS OF THIS


24
23
TEXAS AV


202
Club REMY
CUSTOMER PARKING ONLY
OPEN
NO LOITERING
NO GUNS
NO DRUGS
200

Outlook

109 N. Lee

From VELMA JACKSON <msvrj@sbcglobal.net>
Date Tue 10/21/2025 3:39 PM
To Alexis M. Martinez <ammartinez@midlandtexas.gov>

Greater Ideal Baptist Church own the property of 109 N. Lee. The church does not use the building for any church activities. It is a vacant building that is for sale or lease. For more information, please feel free to contact me, Velma Jackson, at 432 628-8169.

Velma Jackson
Chairman of Trustees
Greater Ideal Baptist Church

Virus-free.www.avg.com

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

October 8, 2025

To Whom It May Concern:

Re: Iglesia Apostolica Midland
208A and 208 B N. Lee

The Iglesia Apostolica Midland have no problem with the Club Remy establishment. Sometimes, there is trash, but the owner try to keep things clean. And we will continue to work together to accomplish this.

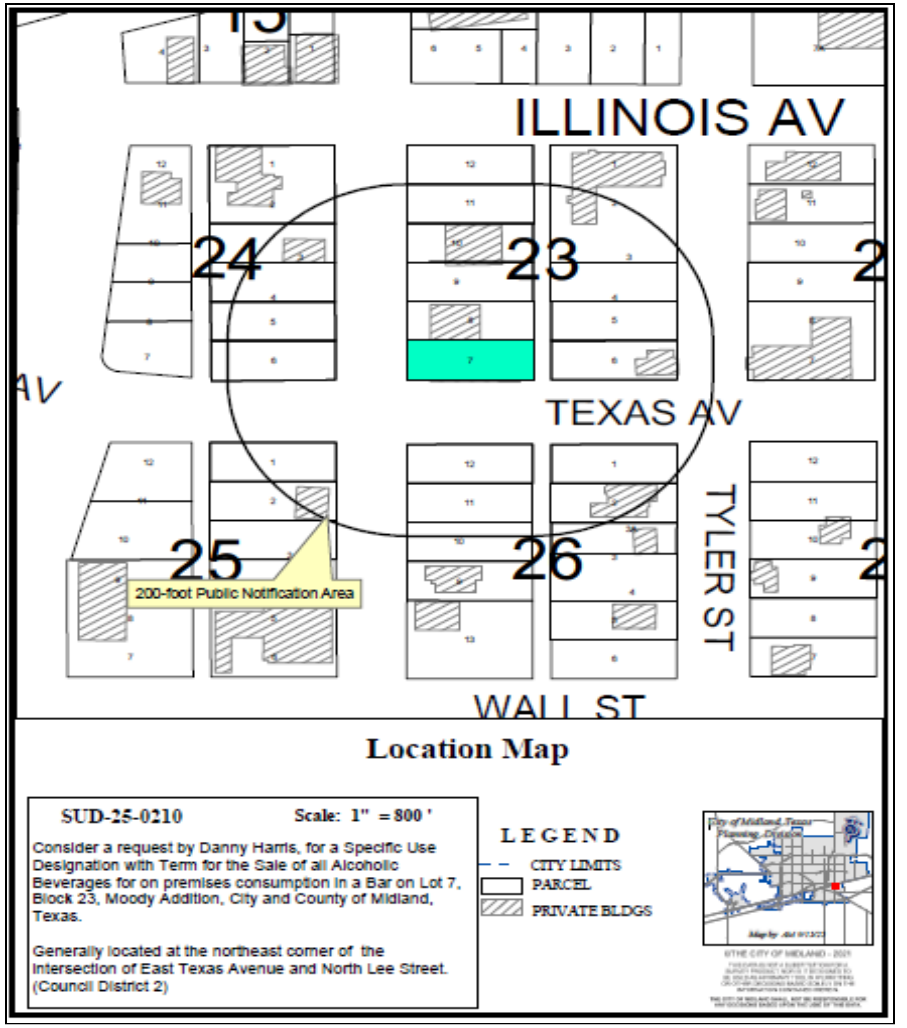
Laura Espinosa

Secretary/Treasurer


MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
CLUB REMY
Visit Our Website
MIDLANDTEXAS.GOV

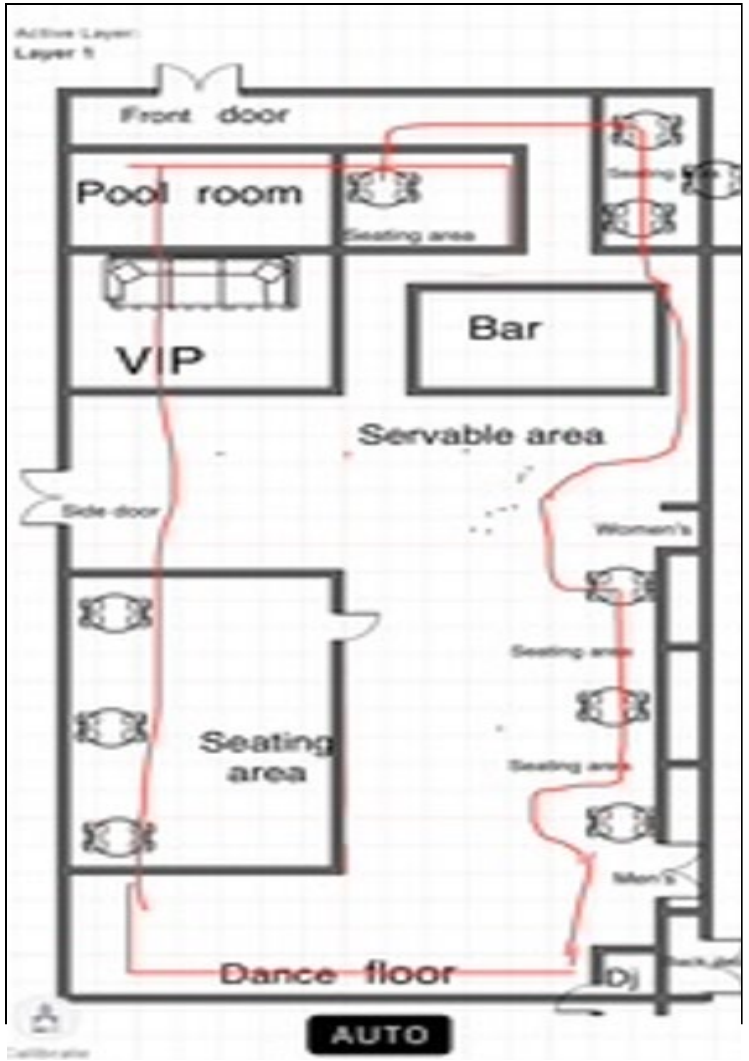
APPLICATION SUMMARY

- **Applicant:** Danny Harris
- **Property Owner :** Christina Carson
- **Location:** 200 North Lee Street (Council District 2)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a bar.



DETAILS OF REQUEST

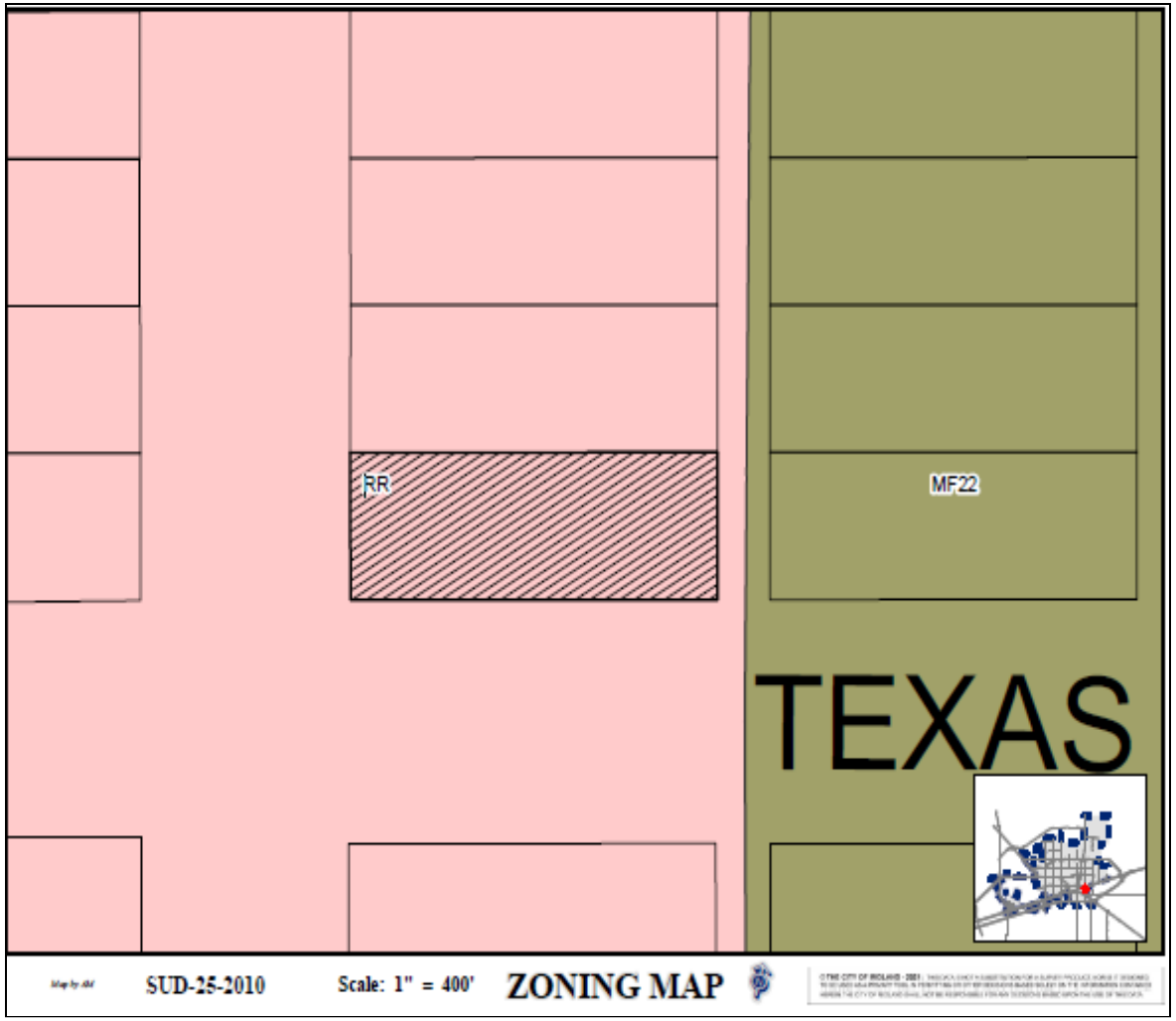
- **For an existing business**
- **Area of Business:** 5,000 SF
- **Serviceable Area:** 4,000 SF
- **Hours of Operation/ Sales of Alcohol :**
  - Thursday through Sunday 8 p.m. to 2 a.m.



MIDLAND
Be the Energy!

ZONING

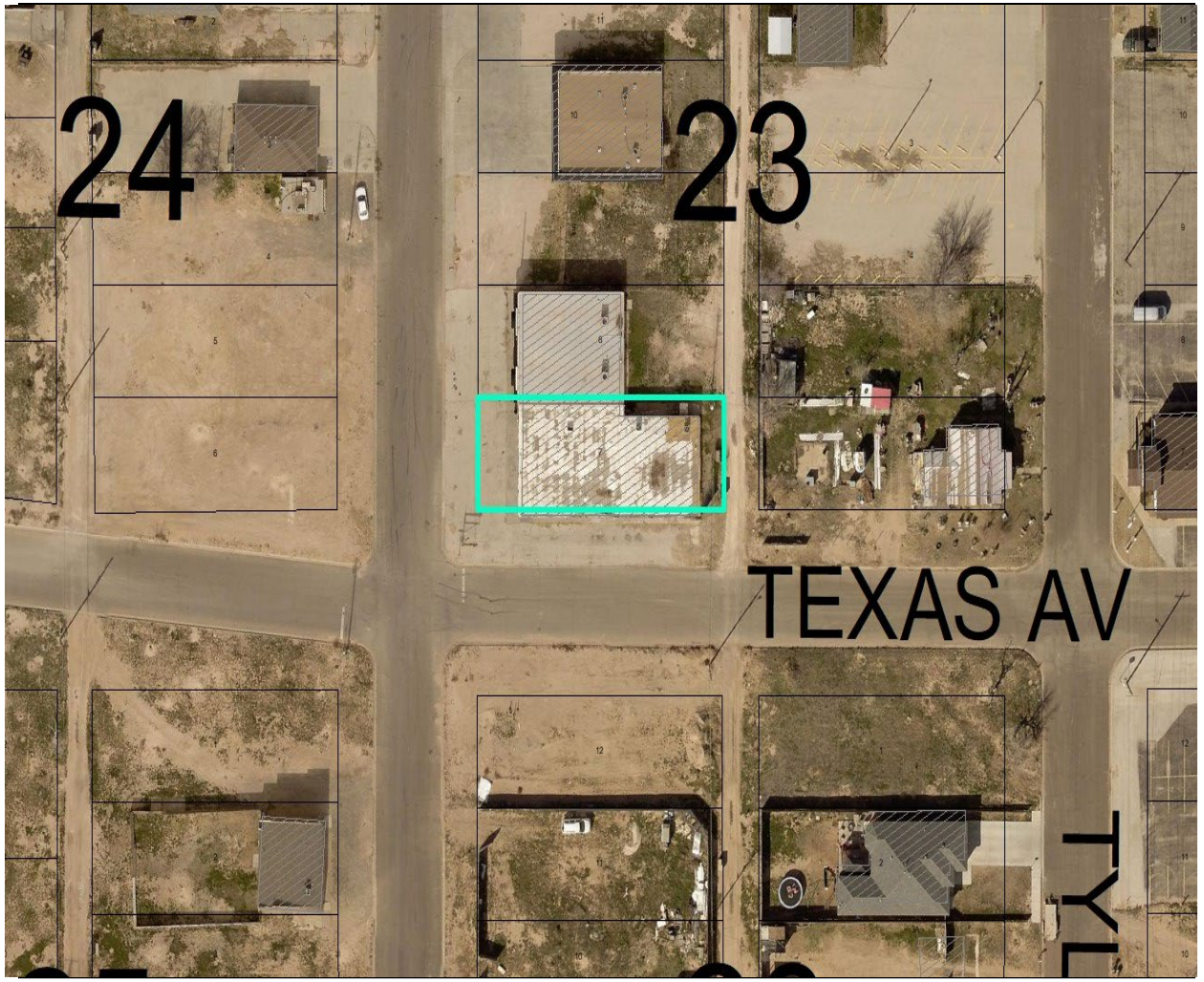
- **Current Zoning**: RR, Regional Retail District
- **Surrounding Zoning:**
  - **North, West, and South:** RR, Regional Retail
  - **East:** MF22- Multiple Family
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant Building
- **Proposed Use:** Restaurant
- **Surrounding Uses:**
  - **North:** Retail and Residential
  - **East/West:** Residential
  - **South:** Vacate land



MIDLAND
Be the Energy!



On North Lee Street, Looking South

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”



PROHIBITED PLACES OF BUSINESS

There is churches, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*

- *There is two churches within 300 feet that have no objection to this business.*



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,000 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.



STAFF'S RECOMMENDATION

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:

Thursday through Sunday from 8 p.m. to 2 a.m. of the following day.



STAFF'S RECOMMENDATION

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

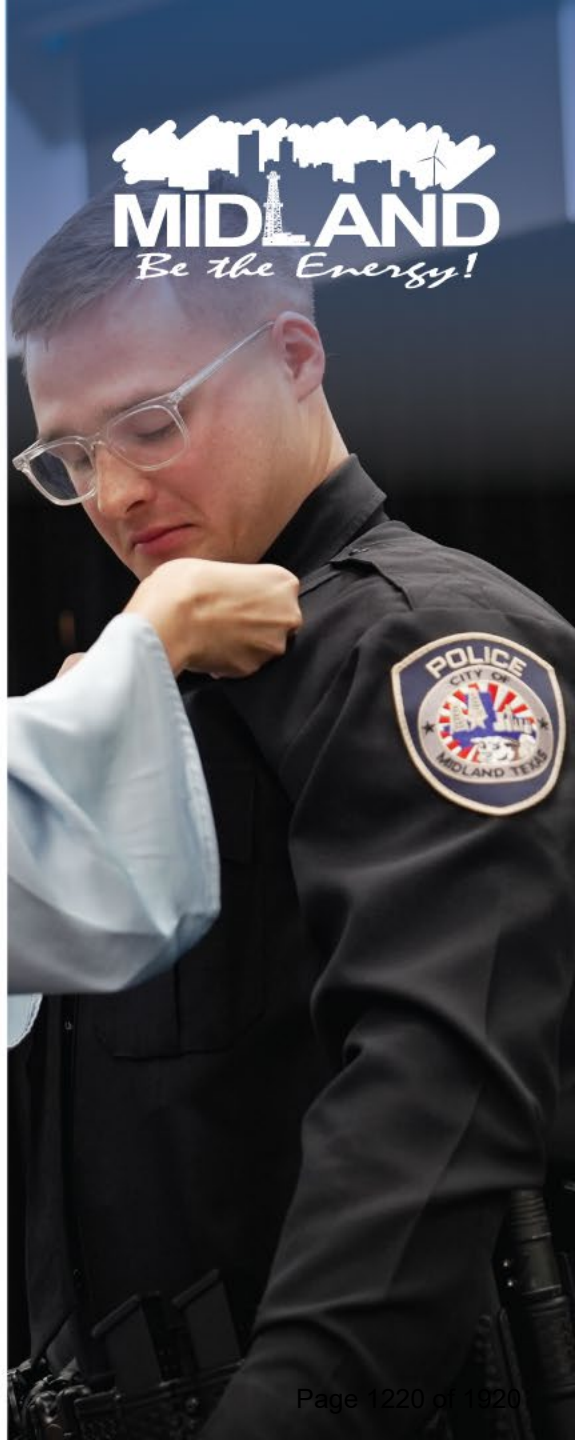
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division



STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 34.
Meeting Date: December 16, 2025
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 3, BLOCK 14, OXFORD HEIGHTS, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MIDLAND DRIVE, APPROXIMATELY 200 FEET SOUTH OF STOREY AVENUE), 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 (FIRST READING HELD NOVEMBER 18, 2025)

Purpose:
Olumide Popoola is requesting a Specific Use Designation without Term for an Automobile or Other Motorized Vehicle Sales and Service for a property located at 406 North Midland Drive.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The surrounding zoning to the north is MF-16, Multiple-Family Dwelling District, and consists of

single-family housing and duplexes. The property to the west is zoned RR, Regional Retail District, and is a shopping center. The property to the east is zoned PD, Planned Development District for a Shopping Center, and is an automobile body shop. The property to the south is zoned RR, Regional Retail District, and is a parking lot.

Analysis:

The subject property is located at 406 North Midland Drive. The property is zoned RR, Regional Retail District which allows for the use of Automobile or Other Motorized Vehicle Sales and Service with a Specific Use Designation without Term. Per the definition of Automobile or Other Motorized Vehicle Sales and Service as defined in Section 11-1-2.01.33:

A business providing sales, display and service of new and used motorized vehicles, including motorcycles, RVs, and boats – not including semi-truck or heavy truck sales. [11-1-2.01.33]

The hours of operation for **Olumighty Auto, LLC,** are:

Monday through Saturday from 9:00 a.m. to 7:00 p.m.

The Tall City Tomorrow Comprehensive Plan designated this area as a Special Study Area. The special study area designation has no specific policies established for future land use. The use of this Automobile or Other Motorized Vehicle Sales and Service is a use that is complementary to the surrounding land use.

The request is also in compliance with Chapter 6-Character Plan Goal 4, which is to "Identify partnerships to produce neighborhood and commercial centers that are attractive, functional, and of high quality." This Automobile or Other Motorized Vehicle Sales and Service will contribute to the production of more quality products that meet the needs of today's residents, reflect the pride residents have in their community, and that will last well into the future.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant's Information Only.].

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Building Code: (Approved)

No objections.

Planning:

This request meets all requirements; therefore, staff recommends approval of the request for the Specific Use Designation without Term for an Automobile or Other Motorized Vehicle Sales and Service, subject to Conditions A through C.

Conditions:

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 "A" and incorporated herein for all purposes.

B. That the use and development of the Property for the Specific Use shall conform to standards set forth in Section 11-1-4.04.A.6 of the City Code.

C. That the operator of the Specific Use 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.

Letters of Objection:

As of November 7, 2025, staff has received one letter of objection.

Attachments:

A. ORDINANCE W/EXH - SUDwo-25-0050.Olumighty Auto LLC - Auto Sales & Service Ord w Exh
B. SUDwo-25-0050, Combined Documents
C. SUDwo-25-0050, Objection Letter #1
D. CC - - Olumighty Auto SUDwo

Kathy Rauda, City Secretary Created/Initiated - 11/18/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 3, BLOCK 14, OXFORD HEIGHTS, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MIDLAND DRIVE, APPROXIMATELY 200 FEET SOUTH OF STOREY AVENUE), 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 Lot 3, Block 14, Oxford Heights, Section 4, City and County of Midland, Texas (the "Property"), as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation Without Term for 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 "A" and incorporated herein for all purposes.

B. That the use and development of the Property for the Specific Use shall conform to standards set forth in Section 11-1-4.04.A.6 of the City Code.

C. That the operator of the Specific Use 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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

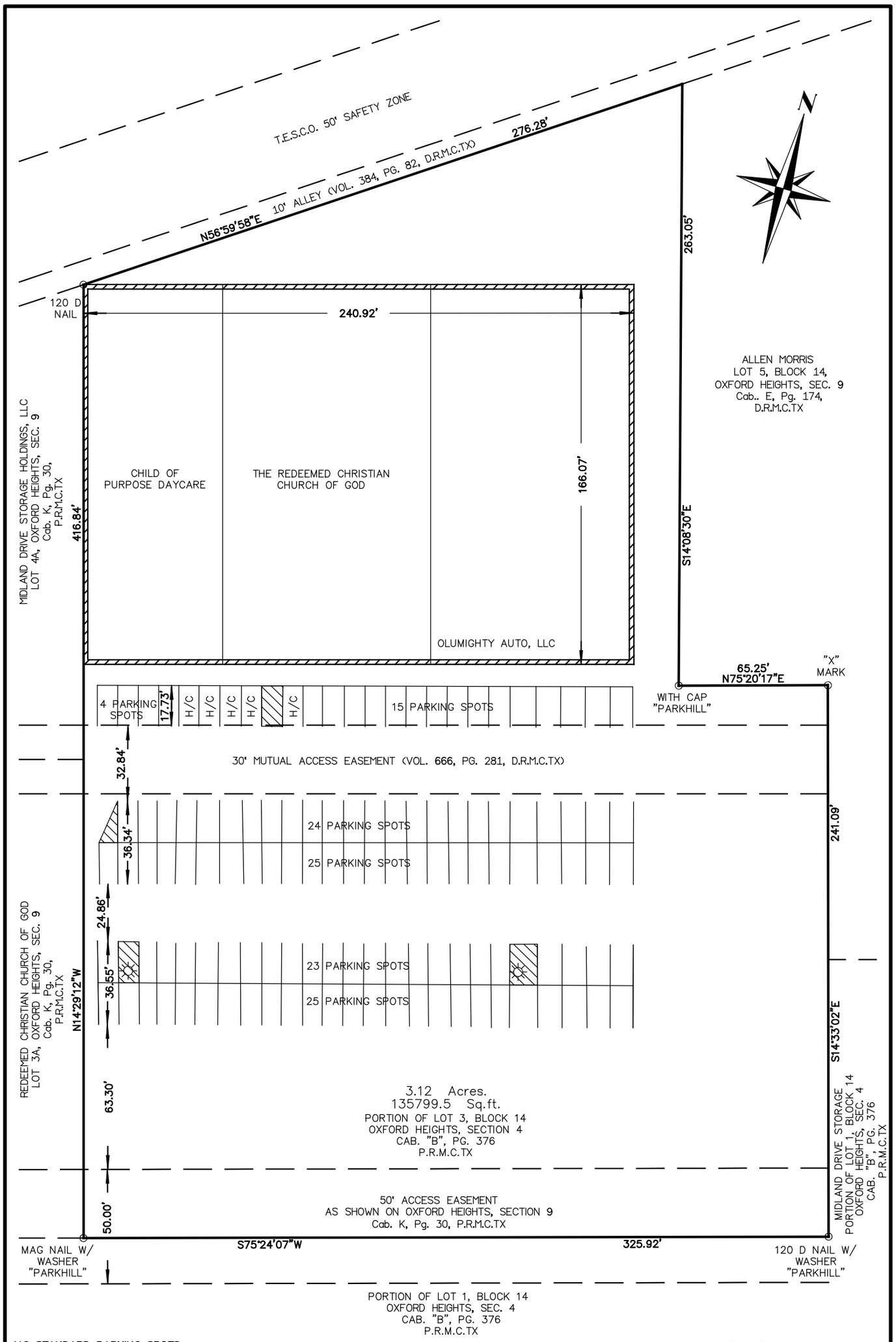
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A



116 STANDARD PARKING SPOTS
5 HANDICAPPED PARKING SPOTS
8524.5 Sq.ft. OF PARKING LOT BEING UTILIZED BY OLUMIGHTY AUTO, LLC (48 STANDARD PARKING SPOTS)
THE REDEEMED CHRISTIAN CHURCH HAS ____ SEATS

LEGEND

○ Fnd. 1/2" I.R.

☼ Light Pole

50 25 0 50

SCALE: 1" = 50'

PENNELL LAND SURVEYING
PROFESSIONAL LAND SURVEYING
P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE: (432)570-6256 brucepennell@yahoo.com

CAD FILE: PLS26939	DATA FILE: 406NMIDLANDDRIVE	DRAWN BY: MARCY N.	FIRM NO.: 10193978

MIDLAND
Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: _____

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Olumide Popoola		Phone (682) 360 3000 Email olumightyauto2018@gmail.com
Address 406 N Midland Dr	City Midland	State / Zip

Property Owner Printed Name: Redeemed Christian Church of God		Phone (347) 737 8952 Email
Address 406 N Midland Dr	City Midland	State TX Zip 79703

Representative *(if different from Applicant or Property Owner)* Firm: Olumighty Auto LLC Printed Name: Olumide Popoola		Phone ( ) Email
Address 406 N Midland Dr	City Midland	State TX Zip 79703

Type of Permit:	*For Office Use Only* ☐ with Term ☐ without Term

Is there any Code Enforcement action pending on property? ☐ Yes ☑ No

Street Address:

Legal Description
Lot: Block: Subdivision:

Current Zoning:

Maximum Floor Area:	**Maximum Occupancy:**

Proposed hours and days of use or operation: Car lot 9am – 7pm Mon – Sat

Reason for request: Property Code Compliance

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: This is a Car lot for Car display

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: 7/7/25
Applicant (printed): Olumide Popoola	
Property Owner (signature):	Date: 7/14/25
Property Owner (printed): Acog-AOT (Olwasjbamila Omotuye)	

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 Olumide Popoola who, being by me duly sworn, upon oath says: That (s)he is authorized by Olwasjbamila Omotuye, 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 21 day of July, 20 25, to certify which witness my hand and seal of office.

EVELIN SIGALA
Notary Public, State of Texas
My Comm. Exp. 09-27-2026
ID No. 13171623-1

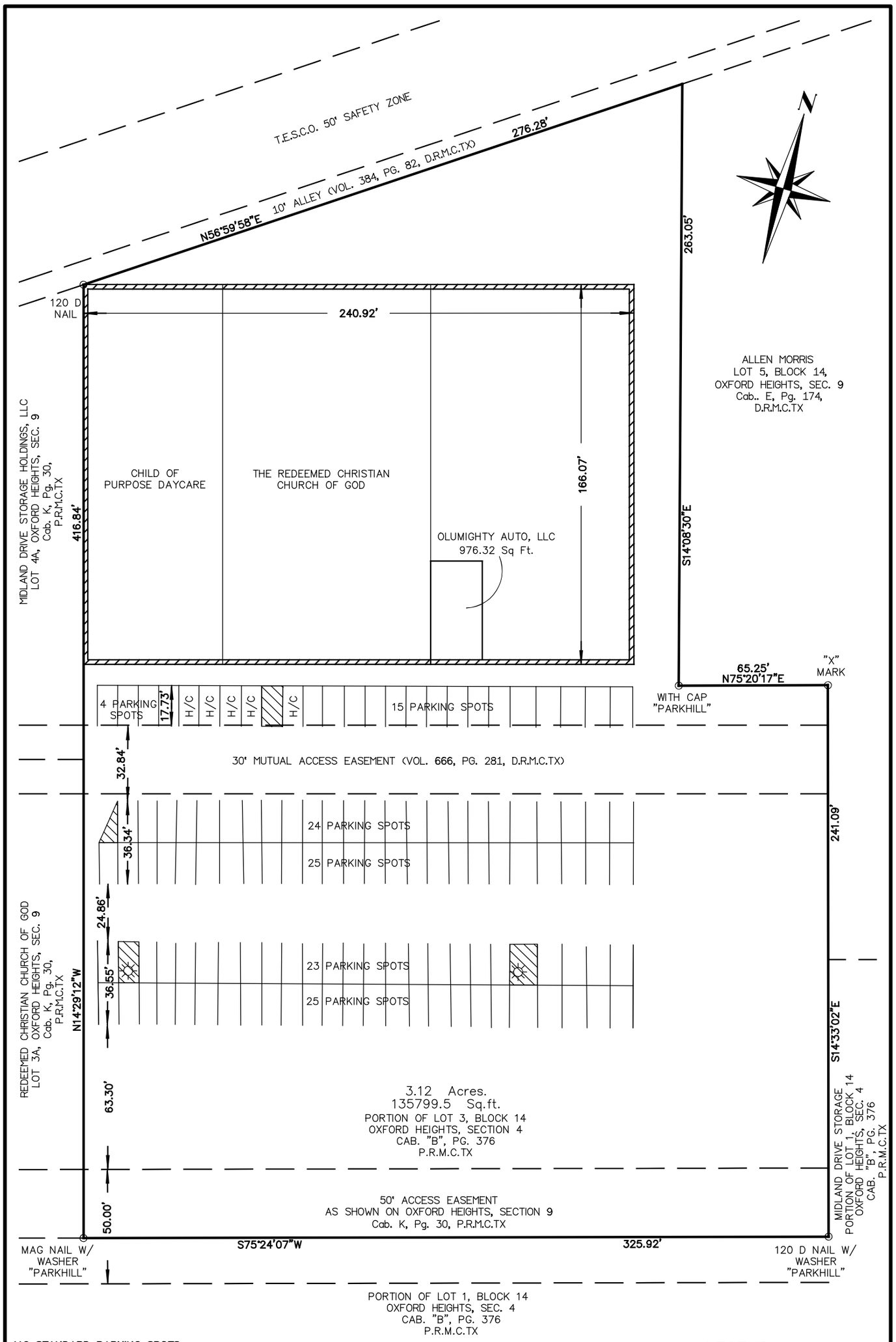
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Site Plan in Digital Format (PDF/JPEG)
Check # 1313	
Received By: Alexis	Date: RECEIVED JUL 22 2025

Initial: _____

****Application will not be considered for scheduling until reviewed by a planner.****



116 STANDARD PARKING SPOTS
5 HANDICAPPED PARKING SPOTS
8524.5 Sq.ft. OF PARKING LOT BEING UTILIZED BY OLUMIGHTY AUTO, LLC (48 STANDARD PARKING SPOTS)
THE REDEEMED CHRISTIAN CHURCH HAS ____ SEATS

LEGEND

○ Fnd. 1/2" I.R.

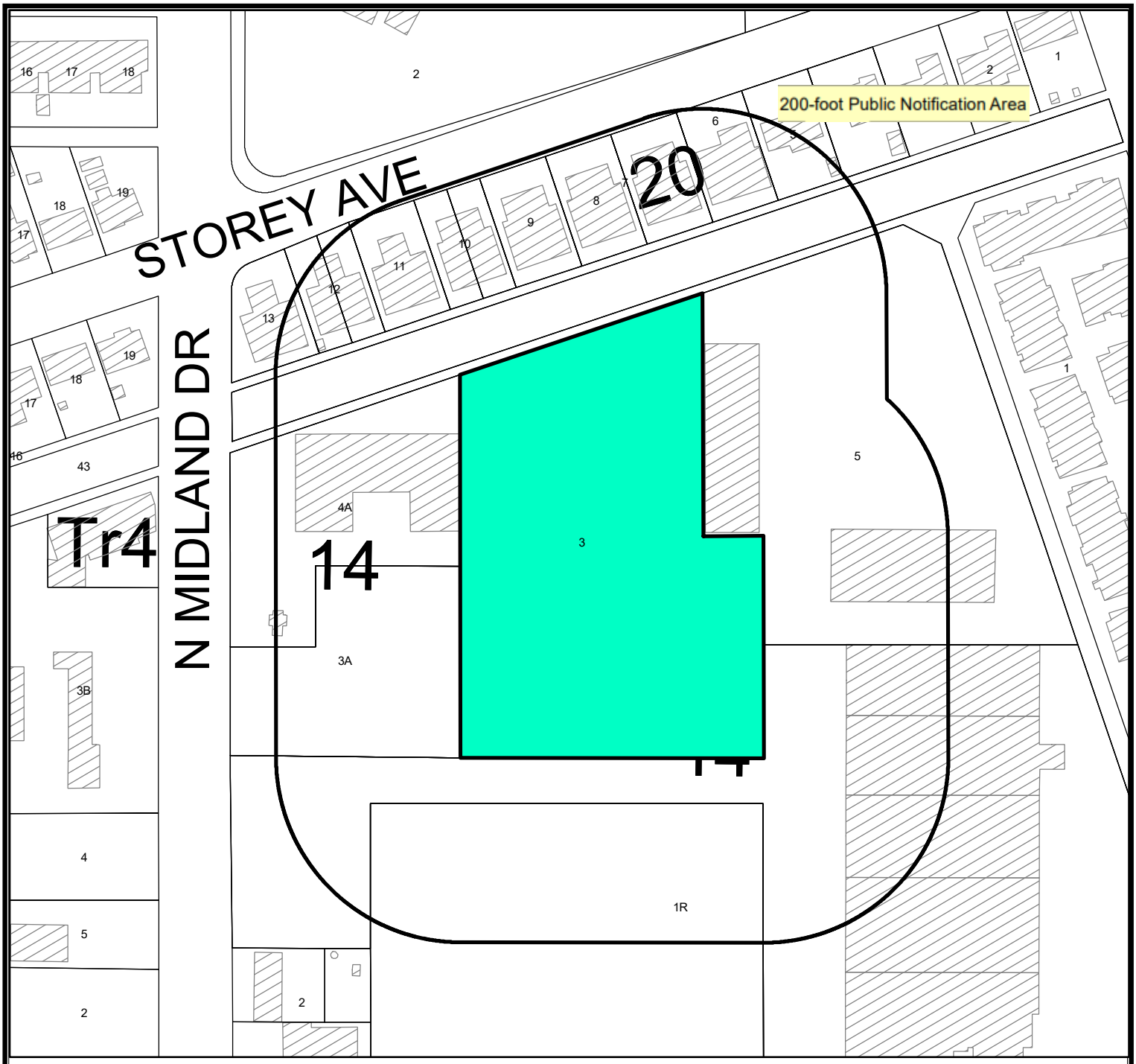
☼ Light Pole

50 25 0 50

SCALE: 1" = 50'

PENNELL LAND SURVEYING
PROFESSIONAL LAND SURVEYING
P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE: (432)570-6256 brucepennell@yahoo.com

CAD FILE: PLS26939	DATA FILE: 406NMIDLANDDRIVE	DRAWN BY: MARCY N.	FIRM NO.: 10193978



Location Map

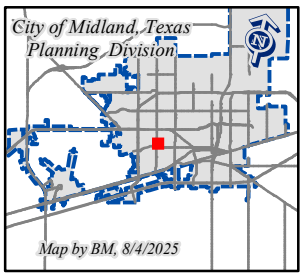
SUDwo-25-0050 **Scale: 1" = 155'**

Consider a request by Olumide Popoola for a Specific Use Designation without Term for Automobile or Other Motorized Vehicle Sales and Service on Lot 3, Block 14, Oxford Heights, Section 4, City and County of Midland, Texas.

Generally located on the east side of North Midland Drive, approximately 200 feet south of Storey Avenue. (Council District 3)

LEGEND

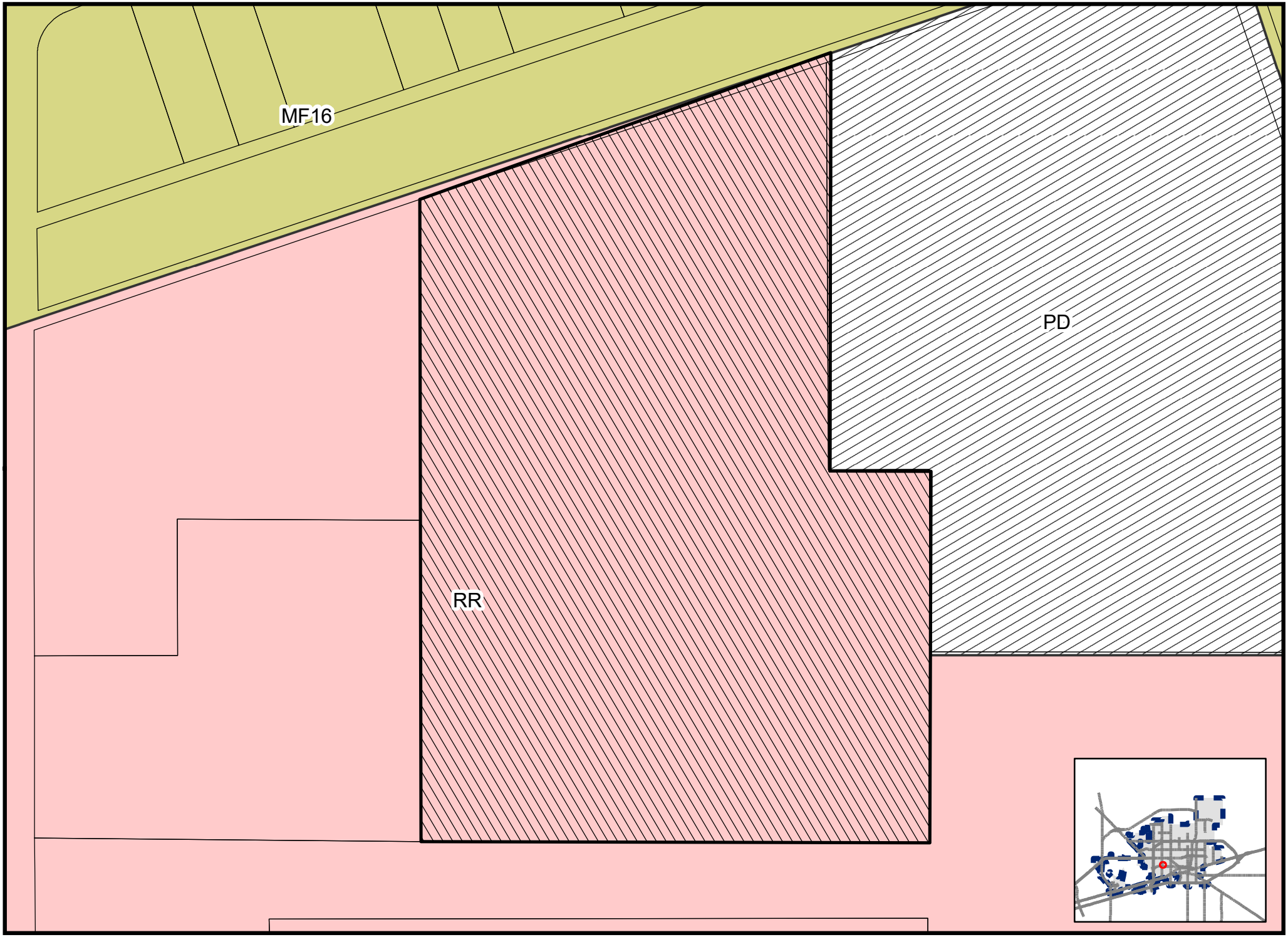
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



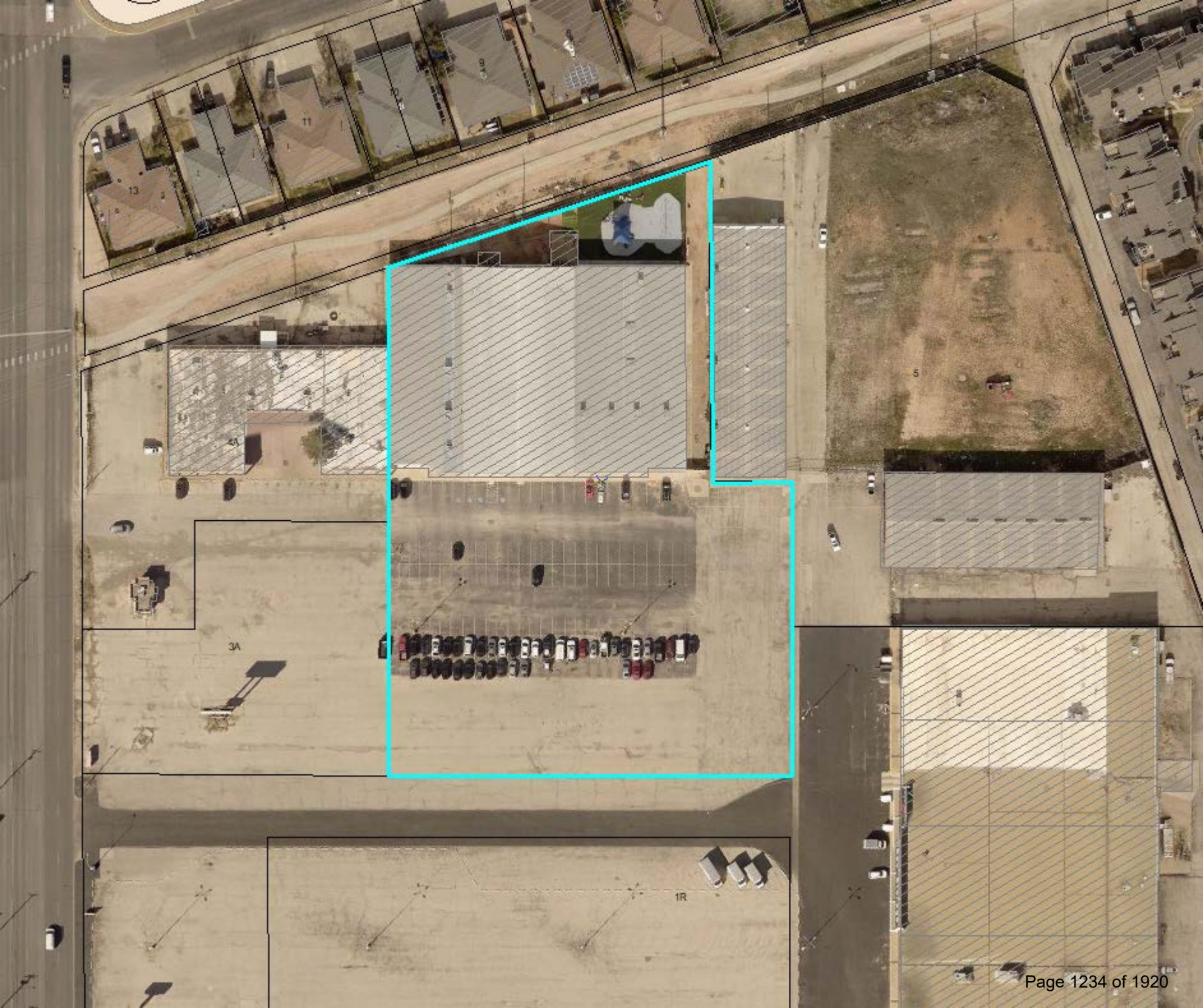
Map by BM, 8/4/2025

SUDwo-25-0050

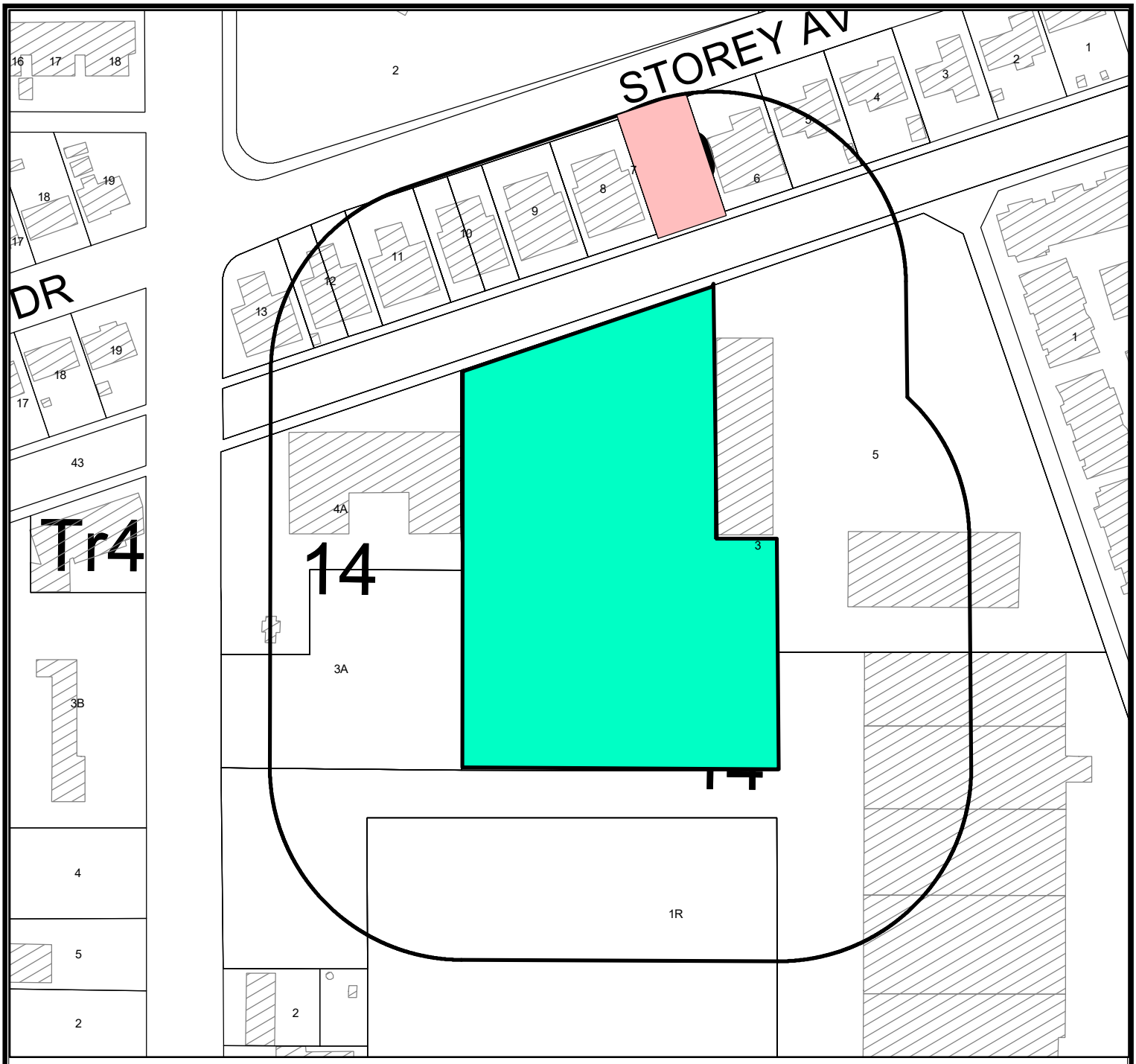
Scale: 1" = 78'

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 MADE OR ACTIONS TAKEN BY USERS OF THIS MAP


13
11
9
7
5
4A
3A
1R





2.3% Objection

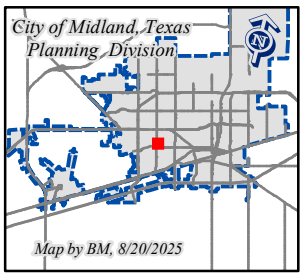
SUDwo-25-0050 **Scale: 1" = 149'**

Consider a request by Olumide Popoola for a Specific Use Designation without Term for Automobile or Other Motorized Vehicle Sales and Service on Lot 3, Block 14, Oxford Heights, Section 4, City and County of Midland, Texas.

Generally located on the east side of North Midland Drive, approximately 200 feet south of Storey Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND
Planning Division

RECEIVED
AUG 18 2025

ADAMS FAMILY TRUST
2525 40TH AV N
FL SAINT PETERSBUR 33714-3935

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas, will hold a public hearing at **3:30 P.M.** on **Monday, August 18, 2025,** in the Council Chamber, City Hall, 300 N. Loraine, Midland, TX 79701, on a request by Olumide Popoola for a **Specific Use Designation without Term** on the following described property:

LEGAL DESCRIPTION: Lot 3, Block 14, Oxford Heights, Section 4, City and County of Midland, Texas.

LOCATION: Generally located on the east side of North Midland Drive, approximately 200 feet south of Storey Avenue. (Council District 3)

CURRENT ZONING: RR, Regional Retail District

SPECIFIC USE: Automobile or Other Motorized Vehicle Sales and Service

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 ARE ALREADY SUBJECTED TO NOISE POLLUTION ON THE NORTH SIDE FROM PUBLIC POOL AND SCHOOL. DO NOT WANT TO SUBJECTED TO ADDITIONAL NOISE ON THE SOUTH SIDE.

Required Information:

Elizabeth Adams — Property Owner's Signature
ELIZABETH ADAMS — Printed Name
4313 STOREY AVE. — Property Address (**No P. O. Boxes**)

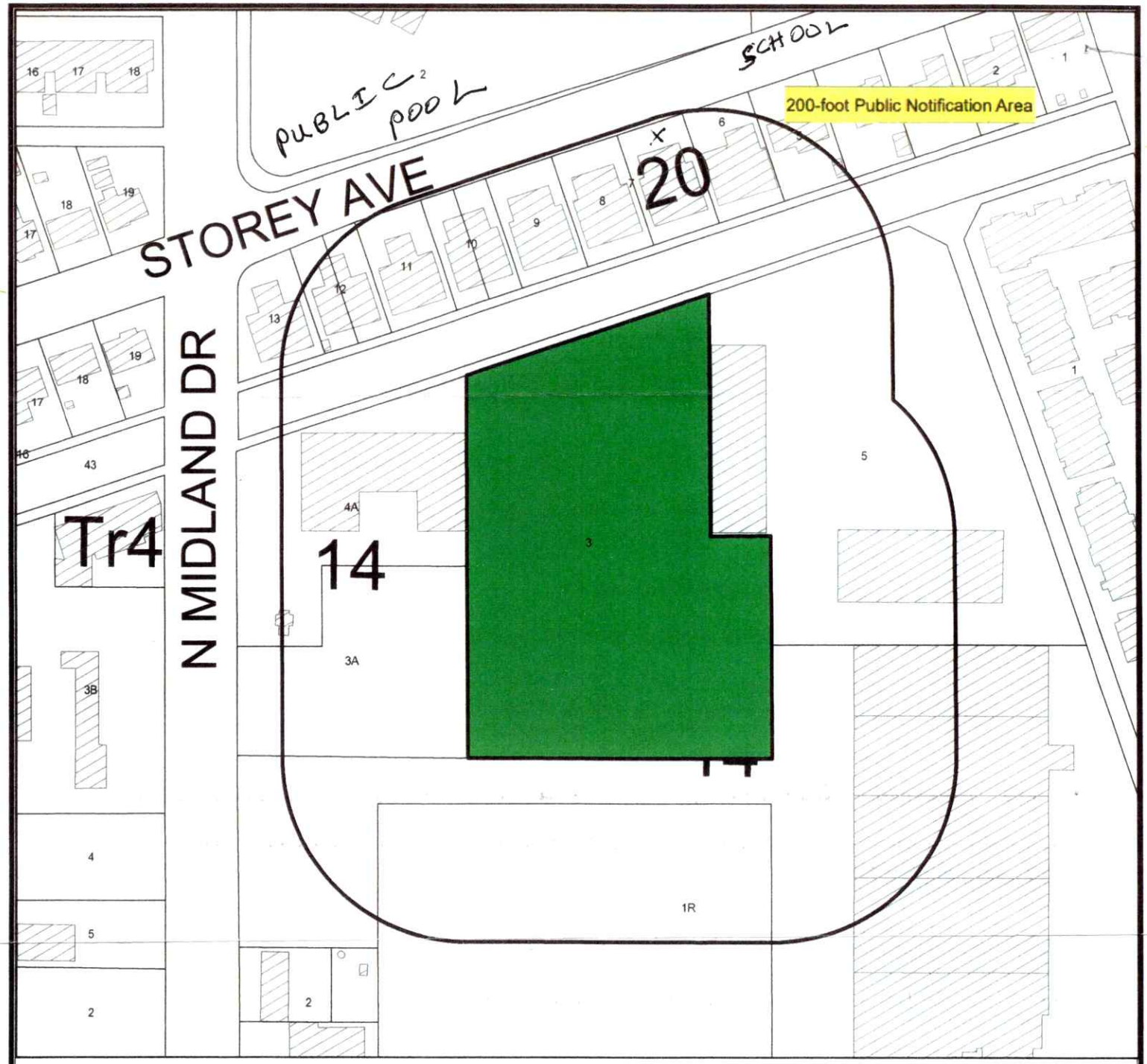
727 455 3815 — Phone Number
WAAIR1@AOL.COM — Email
THE NUMBER ONE

If any further information is desired, please contact the Planning Division at 685-7263. Si ud. desea más información en Español sobre esta cuestión, llame al : 432-685-7400

Notices Mailed:16
Date Mailed: August 7, 2025
Case Number: SUDwo-25-0050
Case Name: Redeemed Church
BM Planner's Initials

Landon Ochoa
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 the 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

SUDwo-25-0050 **Scale: 1" = 155'**

Consider a request by Olumide Popoola for a Specific Use Designation without Term for Automobile or Other Motorized Vehicle Sales and Service on Lot 3, Block 14, Oxford Heights, Section 4, City and County of Midland, Texas.

Generally located on the east side of North Midland Drive, approximately 200 feet south of Storey Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

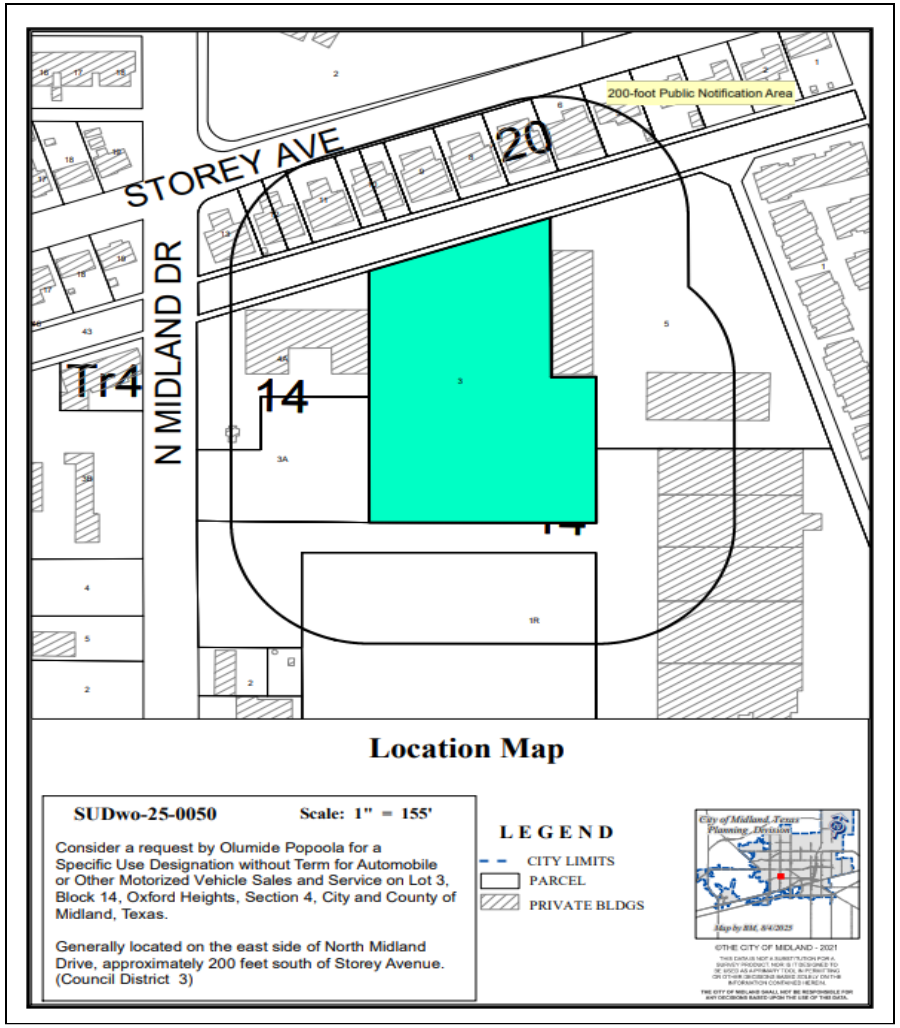
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


MIDLAND
Be the Energy!
SPECIFIC USE DESIGNATION WITHOUT TERM
OLUMIGHTY AUTO, LLC
Visit Our Website
MIDLANDTEXAS.GOV

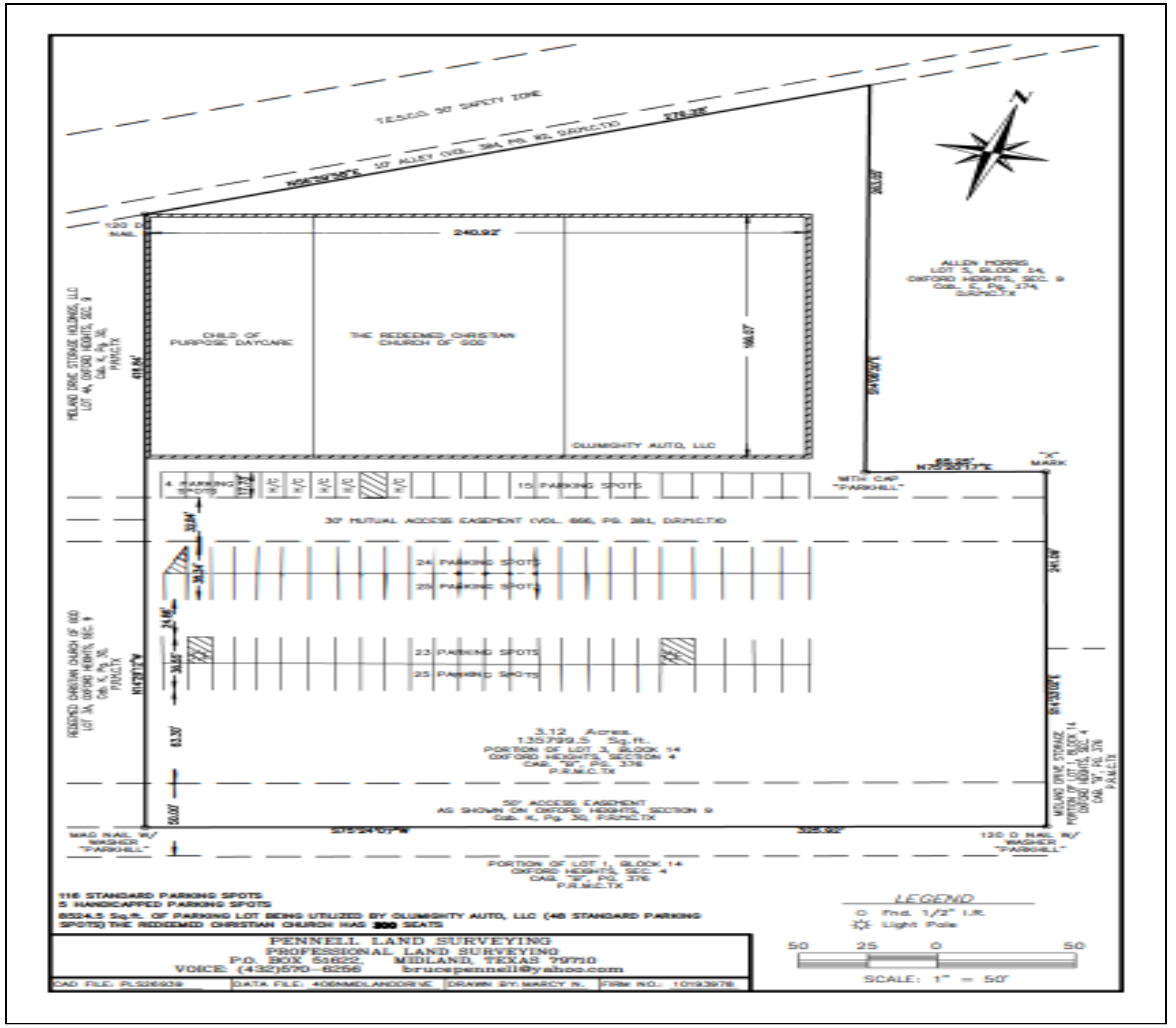
APPLICATION SUMMARY

- **Applicant:** Olumide Popoola
- **Property Owner:** Redeemed Church of God
- **Location:** 406 North Midland Drive (Council District 3)
- **Reason for Request:** For an Automobile or Other Motorized Vehicle Sales and Service



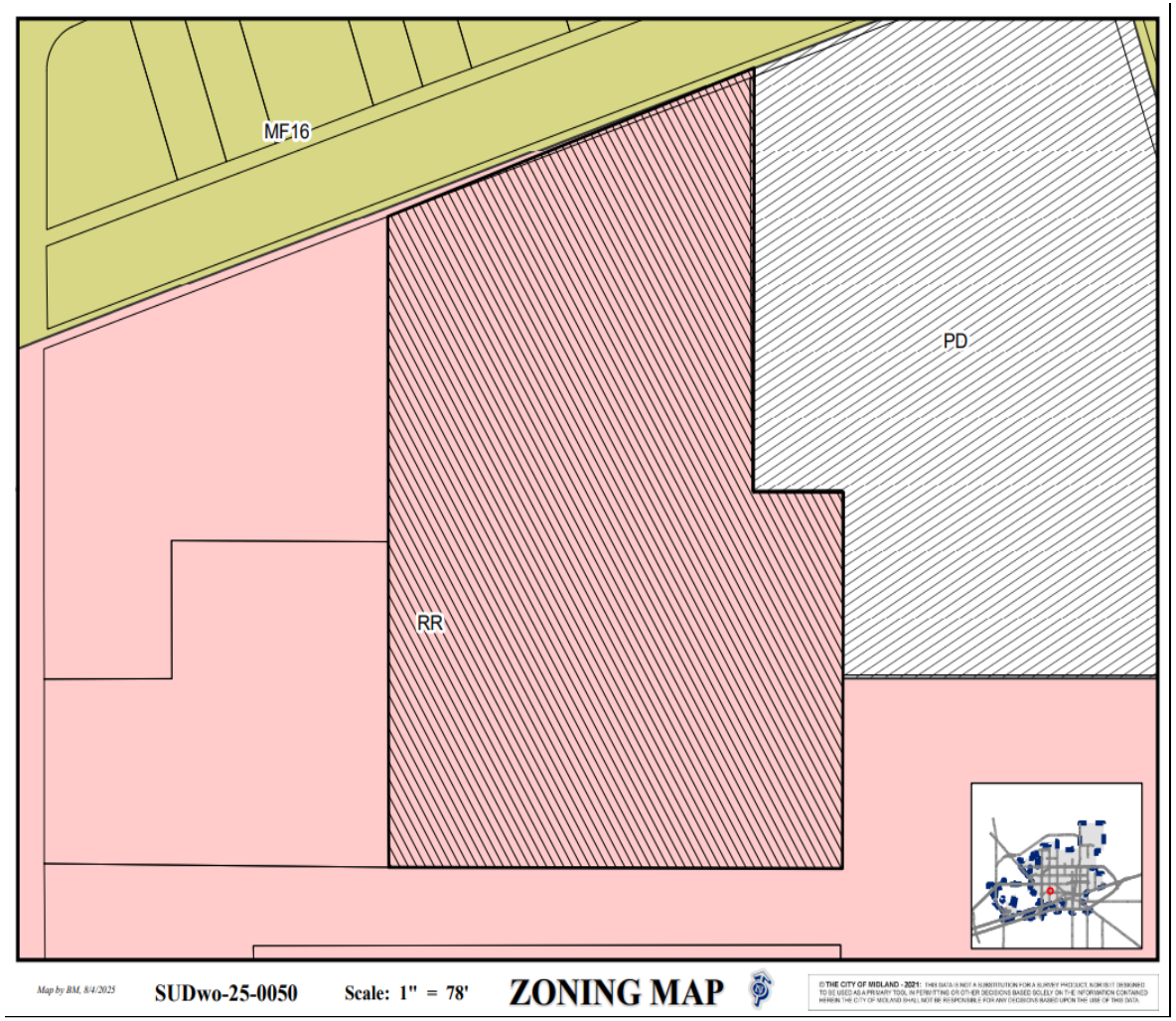
DETAILS OF REQUEST

- **Proposed Days and Hours of Operation:** Monday to Saturday from 9:00 a.m. to 7:00 p.m.
- **Proposed Days and Hours of SUDwo:** Monday to Saturday from 9:00 a.m. to 7:00 p.m.



ZONING

- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North:** MF-16, Multiple-Family Dwelling District
  - **South/West:** RR, Regional Retail District
  - **East:** PD, Planned Development District for a Shopping Center and RR, Regional Retail District



LAND USE

- **Current Use:** Automobile or Other Motorized Vehicle Sales and Service
- **Surrounding Uses:**
  - **North:** Single-Family Housing
  - **South:** Parking Lot
  - **East:** Automobile Body Shop
  - **West:** Church and Daycare Facility



MIDLAND
Be the Energy!

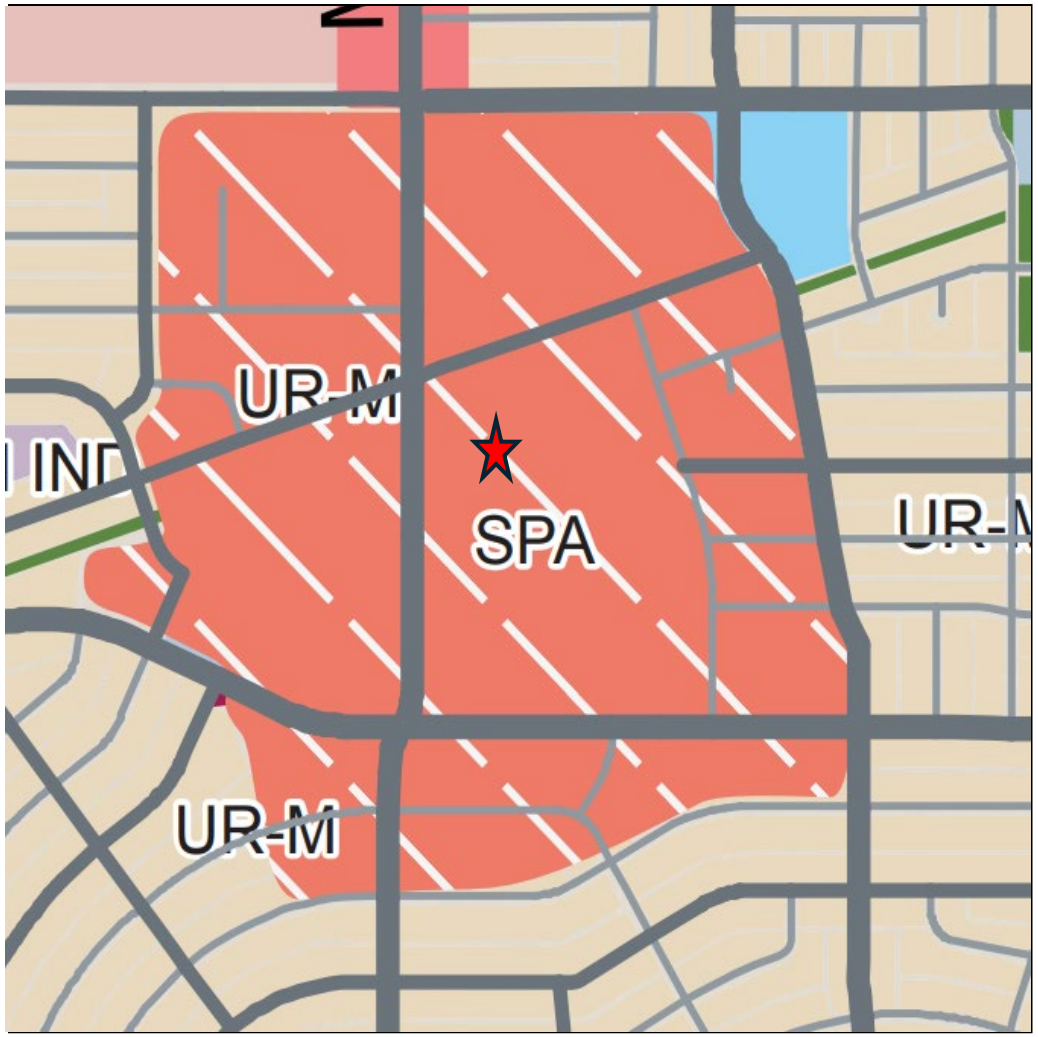


On an Access Easement, Looking North

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

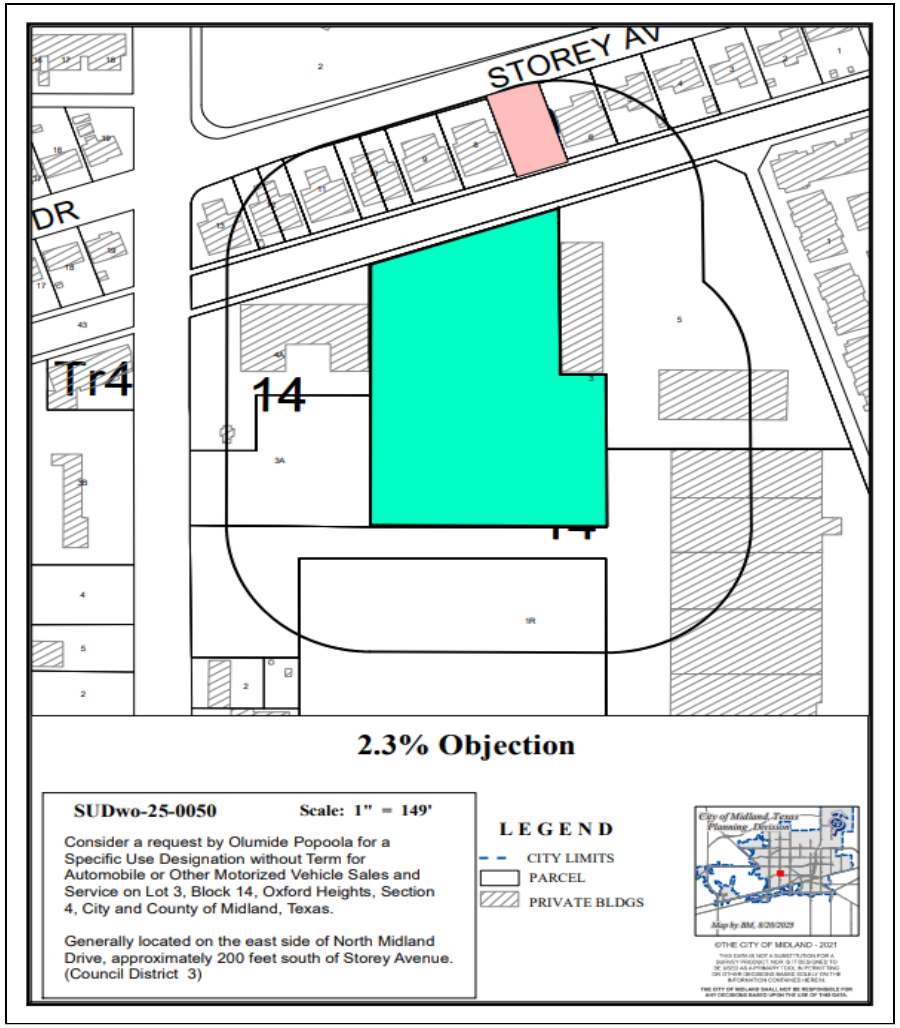
- **Land Use Designation:** Special Study Area
- **Supported Uses:** This is a special study area and there are no policies established for this location.



MIDLAND
Be the Energy!

OBJECTIONS

- One objection has been received resulting in a 2.3% objection percentage. Supermajority vote is not required for approval.
- The objector voiced concerns about the increase in noise surrounding their property.



STAFF'S RECOMMENDATION

- The Planning and Zoning Commission recommended approval of this request on November 3, 2025.
- Staff recommends approval of this request with the following conditions:

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 "A" and incorporated herein for all purposes.



STAFF'S RECOMMENDATION

B. That the use and development of the Property for the Specific Use shall conform to standards set forth in Section 11-1-4.04.A.6 of the City Code.

C. That the operator of the Specific Use 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.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 35.
Meeting Date: December 16, 2025
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE NORTH 270.30 FEET OF TRACT 18, MELODY ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF MEADOWLARK LANE, APPROXIMATELY 475 FEET EAST OF ORIOLE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD NOVEMBER 18, 2025)

Purpose:
Maverick Engineering, on Austin Gray, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot area for the property located at 4509 Meadowlark Lane in order to rebuild a single-family home

Recommended Action:
Approve

Fiscal Impact:
No City funds are required to process this request.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
The subject property is zoned AE, Agricultural Estate District. Per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum lot area is 2.00-acres for the AE, Agricultural Estate zoning district. The applicant is in the process of correcting the lot lines to plat this lot, but the lot size will be 1.391-acres. Even with all of the surrounding zoning being AE, Agricultural Estate District, multiple lots in this area do not meet the 2.00-acre minimum lot requirement. The surrounding lots that are under 2.00-acres are considered existing non-conforming lots due to their establishment prior to the new zoning ordinance regulations. Based off of the multiple surrounding lots in this area that also do not meet the 2.00-acre minimum lot

size requirement, the proposed subdivision would not affect the character of the neighborhood.

The subject property is currently a single-family home. If the special exception and final plat are approved, the owner plans to demolish the existing single-family home and rebuild. The special exception must be approved prior to final plat submittal.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Engineering: (Approved)

No objections. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Approved with conditions):

Staff recommends approval of this request as it won't affect the safety, comfort and welfare of the occupants in the area who are enjoying similar lot sizes subject to the following conditions.

Conditions:

A. That said special exception shall be of no force or effect unless and until the Property is replatted into one lot
B. That the lot resulting from the replat shall have a minimum lot area of 1.391 acres.

Letters of Objection:

Staff has not received any letters of objection as of November 7, 2025.

Attachments:
A. ORDINANCE - E-25-0147.Austin Gray - Red Min Lot Area Ord
B. E-25-0147, Combined Files
C. CC - - 4509 Meadowlark Lane, Special Exception

Kathy Rauda, City Secretary Created/Initiated - 11/18/2025

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE NORTH 270.30 FEET OF TRACT 18, MELODY ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF MEADOWLARK LANE, APPROXIMATELY 475 FEET EAST OF ORIOLE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as the north 270.30 feet of Tract 18, Melody Acres Addition, City and County

of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum lot area.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That said special exception shall be of no force or effect unless and until the Property is replatted into one lot.

B. That the lot resulting from the replat shall have a minimum lot area of 1.391 acres.

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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____

Nicholas Toulet, City Attorney

MIDLAND
Planning Division

Special Exception Application

Project Number: E-25-0147

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: AUSTIN GRAY		Phone (432)235-2206 Email gray_austin@yahoo.com	
Address 4509 MEADOWLARK LANE	City MIDLAND	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: MAVERICK ENGINEERING Printed Name: ANDREW MELLEN		Phone (432) 262-0999 Email amellen@maverick-eng.com	
Address 1909 W WALL STREET, SUITE K	City MIDLAND	State TX	Zip 79701

Street Address: 4509 MEADOWLARK LANE

Legal Description
Lot: Block: Subdivision:

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 BE ABLE TO OBTAIN A BUILDING PERMIT FOR HIS HOME.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 10-6-25
Applicant (printed): Austin Gray	
Property Owner (signature):	Date: 10-6-25
Property Owner (printed): Austin Gray	

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 Andrew Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Austin Gray, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 6th day of October, 20 25, to certify which witness my hand and seal of office.

SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 5598
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By: [signature] Date: 10/7/25

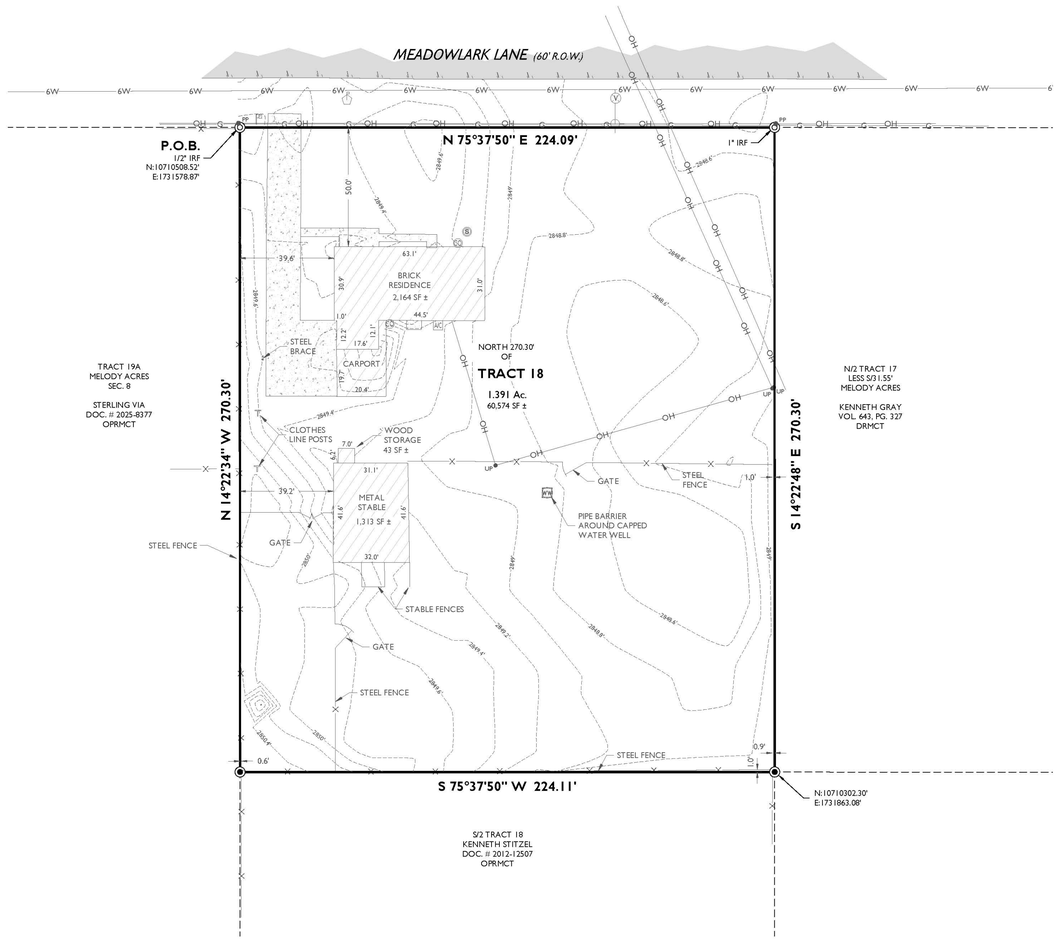
RECEIVED
OCT 07 2025
Initial: MK

****Application will not be considered for scheduling until reviewed by a planner.****

SKETCH PLAT

MELODY ACRES
SECTION 20

BEING A REPLAT OF THE NORTH 270.30' OF TRACT 18
MELODY ACRES, AN ADDITION
TO THE CITY & COUNTY OF MIDLAND, TEXAS.



SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, GREGORY W. SHOULTS, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY LOCATED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

GREGORY W. SHOULTS RPLS#5356
MAVERICK ENGINEERING (TX FIRM #10194514)
1909 W. WALL STREET, SUITE, K
MIDLAND, TX 79701

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS AUSTIN GRAY, IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT AUSTIN GRAY, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS MELODY ACRES, SECTION 20, AN ADDITION TO THE CITY OF MIDLAND, TEXAS, AND, HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS AND EASEMENTS SHOWN THEREON.

WITNESS MY HAND AT MIDLAND, TEXAS THIS THE_____DAY OF _____, 2025.

BY: AUSTIN GRAY

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

THIS PLAT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025
BY AUSTIN GRAY

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

ATMOS ENERGY
BY: _____

AT&T
BY: _____

OPTIMUM
BY: _____

ASTOUND BROADBAND
BY: _____

ONCOR ELECTRIC DELIVERY
BY: _____

CERTIFICATE OF APPROVAL

FOR APPROVAL BY COMMISSION:

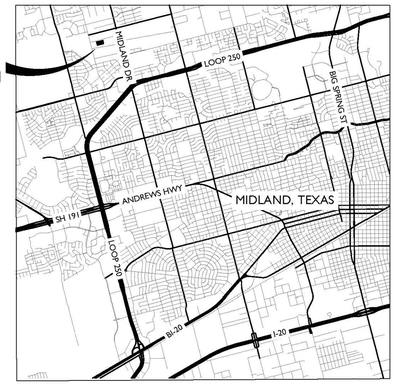
THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF MELODY ACRES, SECTION 20, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS ON THIS

_____DAY OF_____ 2025.

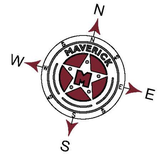
ABRAHAM BEJIL , CHAIRMAN

LANDON OCHOA, SECRETARY

SITE LOCATION



VICINITY MAP
N.T.S.



0' 30' 60'
ORIGINAL SCALE: 1" = 30'

LEGEND

- SET MONUMNT
- FOUND MONUMENT AS NOTED
- CLEAN OUT
- AIR CONDITIONER
- POWER POLE
- UTILITY POLE
- CLOTHES LINE POST
- WATER WELL
- SEPTIC LID
- FIRE HYDRANT
- WATER VALVE
- MAIL BOX
- BOUNDARY LINE
- PROPERTY LINES
- CHAINLINK FENCE
- FENCE - TYPE SPECIFIED
- OVERHEAD ELECTRIC LINE
- 6" WATER MAIN
- GAS LINE
- CONCRETE
- PAVEMENT
- BUILDING

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NAD 83, U.S. SURVEY FOOT WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989691 1 AT NGS "MIDLAND".*
2. *1/2" IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.*
3. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*
4. *LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED. CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.*
5. *THIS IS A PROVISIONAL SKETCH PLAT, THIS IS NOT TO BE RECORDED OR USED FOR CONSTRUCTION PURPOSES. SET MONUMENTS SHOWN HEREON ARE ALSO PRELIMINARY AND SHALL ONLY BE PLACED IN ACCORDANCE WITH A FINAL SURVEY SEALED BY THE SURVEYOR OF RECORD.*

DEVELOPMENT NOTES

1. *SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.*
2. *APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.*
3. *THE INSTALLATION OF IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS:*
   (1) THE REPRESENTED LOT IS REPLATTED FOR SUBDIVISION INTO MORE THAN ONE LOT OR :
   (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.
4. *IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASED.*

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0201F, DATED SEPTEMBER 16, 2005, THIS PROPERTY IS WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK CIVIL & SURVEY, LLC..

PROPERTY OWNER

AUSTIN D. GRAY
4509 MEADOWLARK LN
MIDLAND, TX 79707
DEED INSTRUMENT # 2019-14340
PHONE # 432-235-2206

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

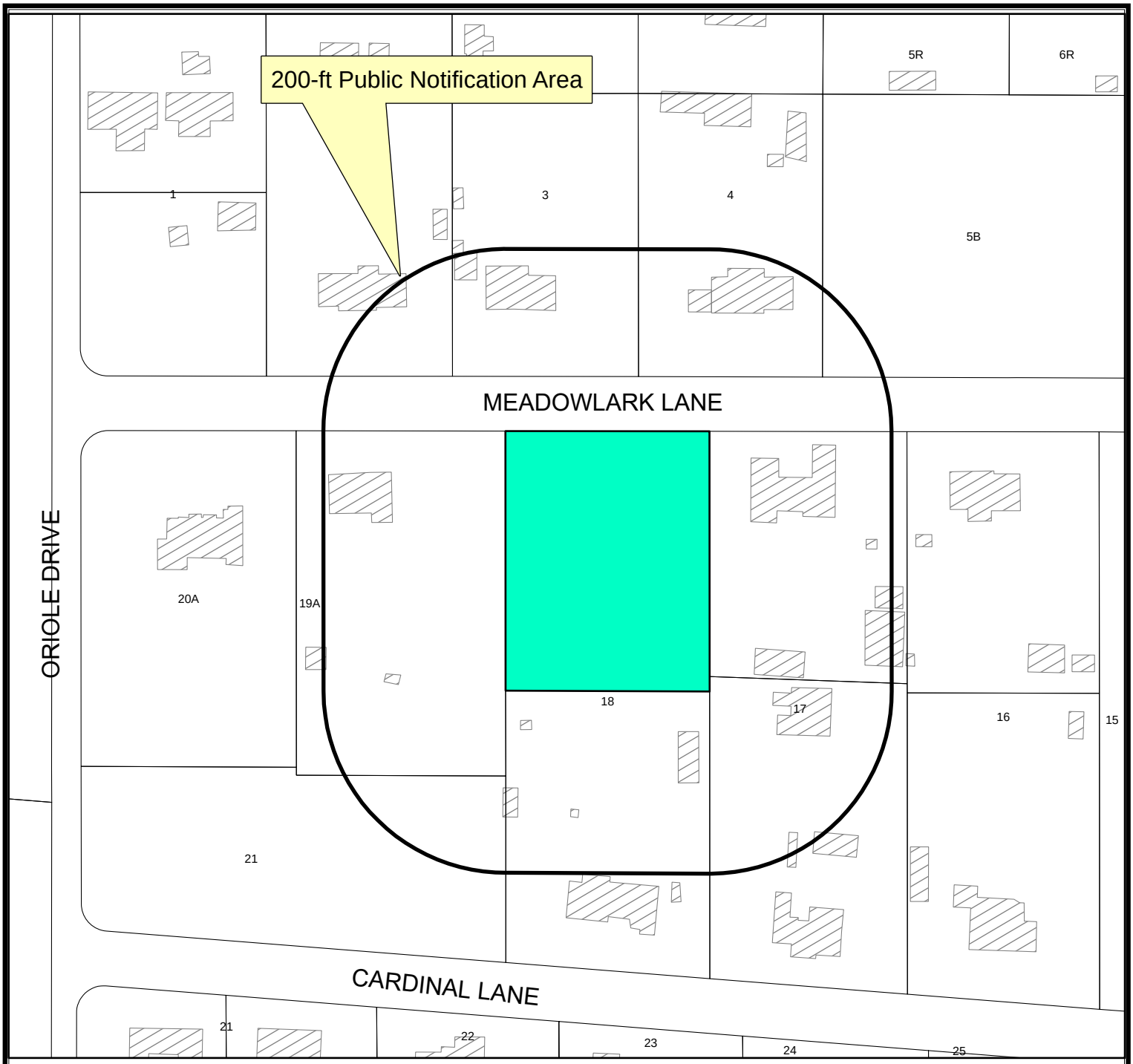
NO. _____

DATE _____

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

MELODY ACRES
SECTION 20

Drawing : F:\2025\250182-AUSTIN GRAY-4509 MEADOWLARK MIDLAND\DRAWINGS\PLAT\250182 SKETCH PLAT.DWG Last Saved By: AK\alenak on 9/26/25



Location Map

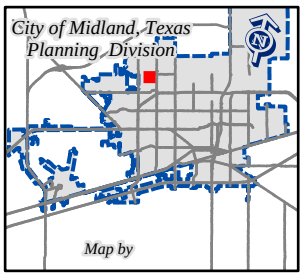
E-25-0147 **Scale: 1" = 157 '**

Consider a request by Maverick Engineering, on behalf of Austin Gray, for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot area for the North 270.30 feet of Tract 18 Melody Acres Addition, City and County of Midland, Texas

Generally located on the south side of Meadowlark Lane, approximately 475 feet east of Oriole Drive. (Council District 4)

LEGEND

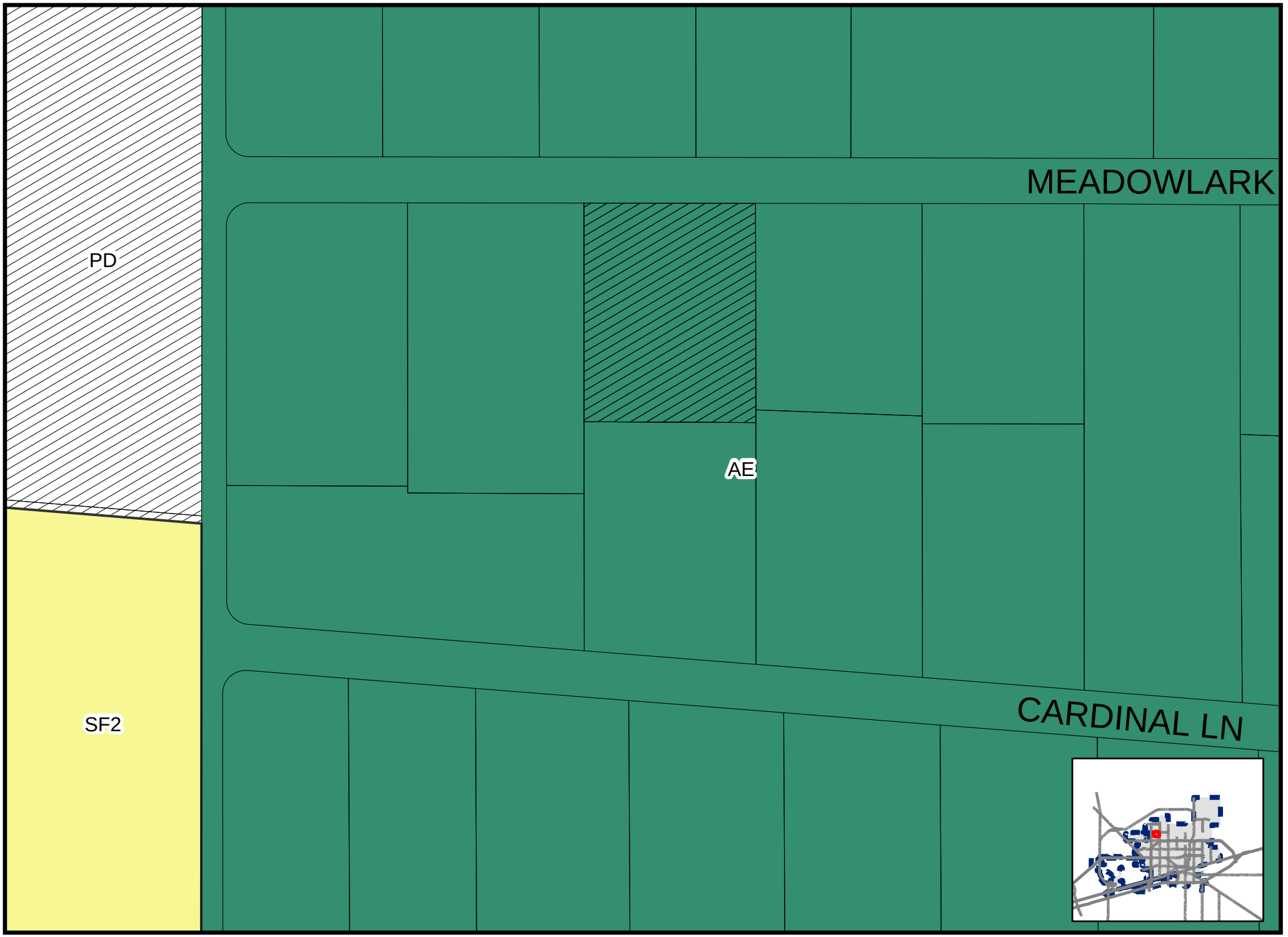
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA S NOT A SUBSTITUT ON FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITT NG 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.



Created: 10/13/2025

E-25-0147

Scale: 1" = 157 '

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 DEFICIENCIES IN THE USE OF THIS

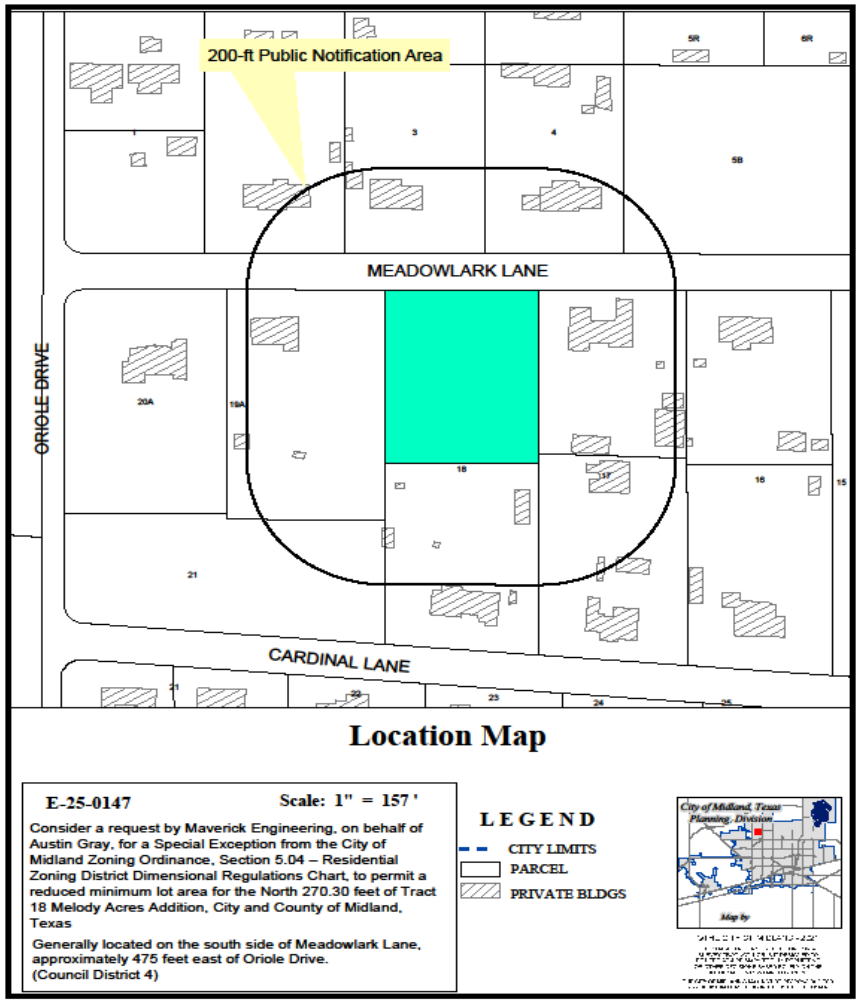

2
3
5B
20A
19A
18
21
15




MIDLAND
Be the Energy!
SPECIAL EXCEPTION
4509 MEADOWLARK LANE
Visit Our Website
MIDLANDTEXAS.GOV

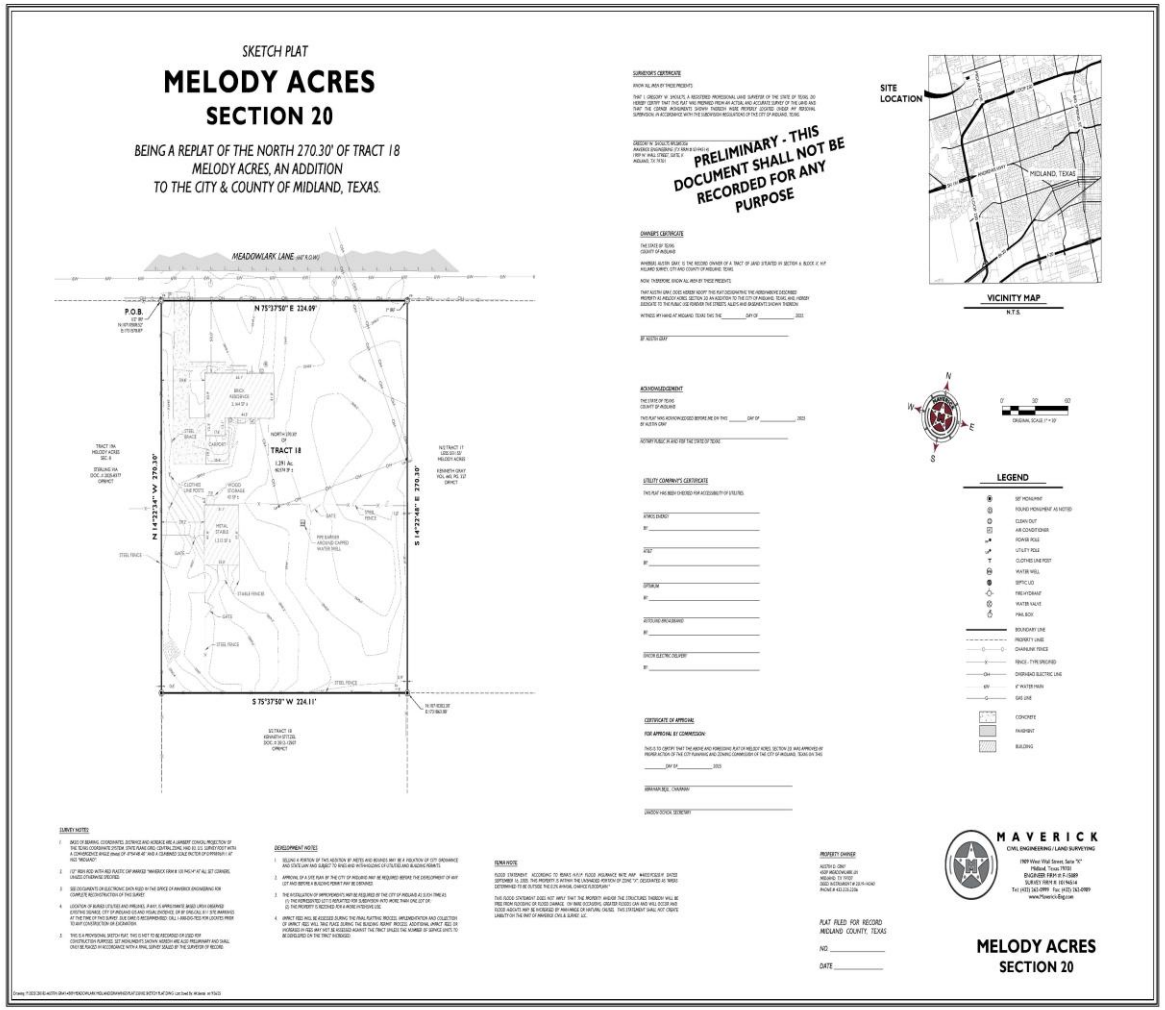
APPLICATION SUMMARY

- **Applicant/Property Owner:** Austin Gray
- **Representative:** Andrew Mellen, with Maverick Engineering
- **Location:** 4509 Meadowlark Lane (Council District 4)
- **Reason for Request:** For a reduced minimum lot size



DETAILS OF REQUEST

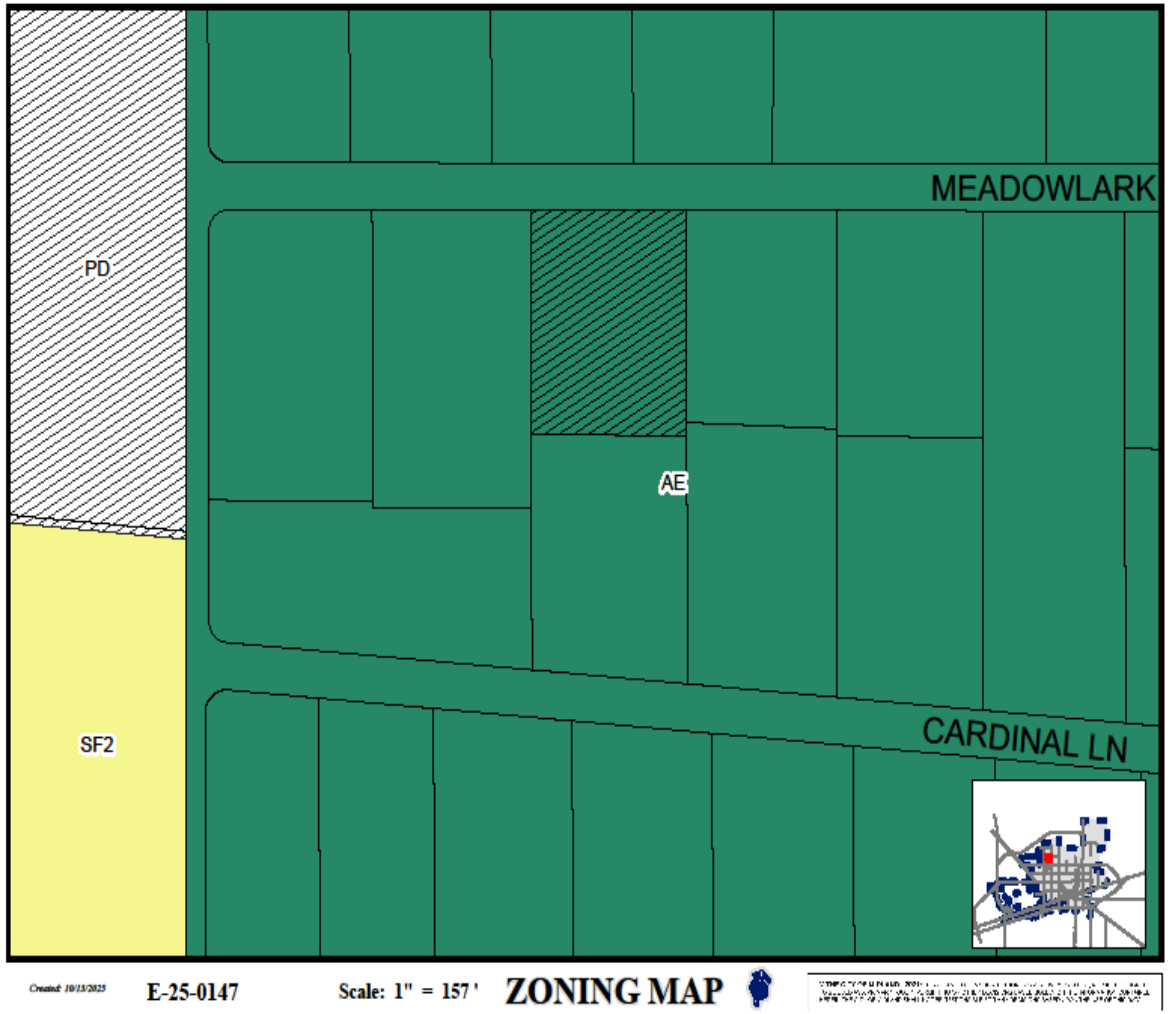
- **Code Requirement:** The minimum lot area for the AE, Agricultural Estate District is 2.00-acres per Section 5.04-Residential Zoning District Dimensional Regulations Chart.
- **Variance Requested:** A reduced minimum lot area of 1.391 acres



3

ZONING

- **Current Zoning:** AE, Agricultural Estate District
- **Surrounding Zoning:**
  - **North/South/East/West:** AE, Agricultural Estate District



LAND USE

- **Current Use:** Single-Family Housing
- **Surrounding Uses:**
  - **North/South/East/West:** Single-Family Housing
- **Proposed Use:** Single-Family Housing



MIDLAND
Be the Energy!



On Meadowlark Lane, Looking South

MIDLAND
Be the Energy!

RELATED ITEMS

- In addition to the special exception request, the property is currently in the platting process.



STAFF'S RECOMMENDATION

- No objections were received.
- Staff **recommends approval** of this request with the following conditions:

A. That said special exception shall be of no force or effect unless and until the Property is replatted into one lot.

B. That the lot resulting from the replat shall have a minimum lot area of 1.391 acres.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 36.
Meeting Date: December 16, 2025
To: City Council
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2A, BLOCK 3, WESTRIDGE PARK ADDITION, SECTION 10, 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 WEST SIDE OF TRADEWINDS BOULEVARD, APPROXIMATELY 280 FEET SOUTH OF ANDREWS HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD NOVEMBER 18, 2025)

Purpose:

The applicant, Prince Signs, LLC, on behalf of Midland Platinum II, LLC, is requesting a Zone Change from PD, Planned Development District for a Shopping Center to an amended PD, Planned Development District for a Shopping Center to be able to replace and upgrade the old signs on the hotel to improve visibility and legibility for the hotel located on 1505 Tradewinds Boulevard.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as Urban-High (U-H) This designation calls for a mix of complementary uses including commercial, office, and service uses.

This proposed zone change has been circulated to the respective City departments for internal review, and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved with Conditions)

Therefore, staff recommends approval of this Zone Change from PD, Planned Development District for a Shopping Center to an amended PD, Planned Development District for a Shopping Center subject to the following conditions:

A. That the Property shall significantly conform to the site plan and elevation drawings attached hereto as Exhibits A and B, except to the extent that signs are depicted in said site plan and elevations drawings.

B. That the maximum building height of the hotel shall not exceed 61 feet.

C. That signage on the property shall be limited to two 48 square foot ground signs and three wall signs, which shall significantly conform to the sign plan, which is attached hereto as Exhibit C and incorporated herein for all purposes.

D. That the landscaping shall conform to the requirements of Title XI, Chapter 9 of the City Code, and all live materials shall be irrigated and kept in a healthy, growing condition.

E. That the dumpster screen shall be brick with a minimum height of five feet.

F. That a fence on the west property line shall be wood with brick columns and a minimum height of six feet.

G. That a minimum of 155 parking spaces shall be provided either on site or on the adjacent lot.

Letters of Objection:

As of November 7, staff has not received letters of objection to this request.

Attachments:

A. ORDINANCE W/EXH - Z-25-0454.PDSC to Amended PDSC Ord w Exh
B. Z-25-0454, Combined Files
C. CC - - Courtyard By Marriott, PDSC to Amended PDSC

Kathy Rauda, City Secretary Created/Initiated - 11/18/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2A, BLOCK 3, WESTRIDGE PARK ADDITION, SECTION 10, 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 WEST SIDE OF TRADEWINDS BOULEVARD, APPROXIMATELY 280 FEET SOUTH OF ANDREWS HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 2A, Block 3, Westridge Park Addition, Section 10, 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, and elevation drawings, which are attached hereto as

Exhibit B and incorporated herein for all purposes, are 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 and elevation drawings attached hereto as Exhibits A and B, except to the extent that signs are depicted in said site plan and elevations drawings.

B. That the maximum building height of the hotel shall not exceed 61 feet.

C. That signage on the property shall be limited to two 48 square foot ground signs and three wall signs, which shall significantly conform to the sign plan, which is attached hereto as Exhibit C and incorporated herein for all purposes.

D. That the landscaping shall conform to the requirements of Title XI, Chapter 9 of the City Code, and all live materials shall be irrigated and kept in a healthy, growing condition.

E. That the dumpster screen shall be brick with a minimum height of five feet.

F. That a fence on the west property line shall be wood with brick columns and a minimum height of six feet.

G. That a minimum of 155 parking spaces shall be provided either on site or on the adjacent lot.

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., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

STANDARD PARKING SPACES: 131
HANDICAPPED PARKING SPACES: 6
OVERALL TOTAL: 137

25 FOOT ALLEY
N74°20'20"E 249.85'

N29°27'09"E 28.59'

25 FOOT ALLEY
N15°42'24"W 254.23'

S15°41'34"E 274.24'

TRADEWINDS BOULEVARD

5 FOOT CONCRETE WALK

RAMP

12'x4' ENTRANCE SIGN

POOL EQUIP.

SPA

POOL

GAZEBO

LOUNGE

DROP-OFF AREA

SERVICE YARD

Meeting Room 1A 1597 SF
Meeting Room 1B 1428 SF
Meeting Room 3 6 1003 SF
Pre-Function 2 731 SF
Assembly 9 3501 SF
Business Library 49 37 SF
Fireplace
Toilet 18 59 SF
Elev. 17 81 SF
Corr. 19 305 SF
Linen 16 168 SF
Laundry 14 644 SF
Break Room 15 176 SF
Work Room 12 180 SF
Office 13 181 SF
Market 10 72 SF
Vestibule 46 92 SF
Lobby
Service Desks
Carts
Storage 43 57 SF
Bar
Coffee Counter
Room 45 17 SF
Corridor 7 362 SF
Buffet
Men's Toilet Room 3A 187 SF
Womens Toilet Room 3B 187 SF
Kitchen Prep 8 403 SF
Storage 5 483 SF
Mech 3 103 SF
Stair 1 4 151 SF
Switchgear
Storage 47 91 SF
Storage 46 96 SF
Counter
Transformer Refer to Civil Drawings
Mop Sink
Laundry Chute
AAON above
GEM-4947
Market
Toilet 29 59 SF
Room 20 309 SF
Enclosed
Laundry 74 148 SF
Toilet 21 154 SF

DUMPSTER BRICK ENCLOSURE

12'x4' ENTRANCE SIGN (OPTIONAL)

Edge of Asphalt

WESTRIDGE PARK ADDITION
SECTION 5
MIDLAND, TEXAS

PROJ. NO. 68927PH
DATE 11/09/05
DESIGNER CRUSE B. SUDDUTH
DRAWN BY KEVIN STARNES
JOB # 68,927
SHEET 1 OF 1

408 N. PECOS STREET
P. O. BOX 504
MIDLAND, TEXAS 79702
PH. (432)684-5548
FAX (432)684-6973
E-MAIL schuengr@aol.com

SCHUMANN ENGINEERING CO., INC.-CIVIL ENGINEERS\LAND SURVEYORS
PLANNING • BOUNDARY • TOPOGRAPHY • WELL LOCATIONS • PIPELINES

REV	DATE		DSN	DWN	CHK

THIS DRAWING SHALL NOT BE UTILIZED BY ANY PERSON, FIRM, OR CORPORATION IN WHOLE OR IN PART WITHOUT THE SPECIFIC PERMISSION OF SCHUMANN ENGINEERING CO., INC.

EXHIBIT B



4 East Elevation
Scale: 1/16" = 1' 0"



2 North Elevation
Scale: 1/16" = 1' 0"



3 West Elevation
Scale: 1/16" = 1' 0"



1 South Elevation
Scale: 1/16" = 1' 0"

3di architects
91 North Forest, Williamsville, New York 14221
Phone: 716.635.6170 Fax: 716.635.6171
Email: 3di@3diarchitects.com
www.3diarchitects.com

Preliminary
Not for Construction
11 - 09 - 05

Rev. No.	Date	Description

Architect of Record

Errors may occur in the transmission of electronic files. 3di Architects are not responsible for any claims, damages or expenses arising out of the unauthorized use of the information contained in electronic files.

Electronic files may not accurately reflect the final as-built conditions. It is the responsibility of the user to verify all layouts, dimensions and other related information.

This document may not be used or copied without prior written consent.

Owner:

Platinum
Hospitality

Project Name:

Courtyard by Marriott

Midland, TX

Sheet Title:

Exterior Elevations

Drawn By:	Project Date:	Sheet No.
WAS MPD AJD	'	A300
Project No.:		
05100		



3di architects
91 North Forest, Williamsville, New York 14221
Phone: 716.635.6170 Fax: 716.635.6171
Email: 3di@3diarchitects.com
www.3diarchitects.com

Rev. No.	Date	Description

Errors may occur in the transmission of electronic files. 3di Architects are not responsible for any claims, damages or expenses arising out of the unauthorized use of the information contained in electronic files.

Electronic files may not accurately reflect the final as-built conditions. It is the responsibility of the user to verify all layouts, dimensions and other related information.

This document may not be used or copied without prior written consent.

Project Logo:

Project Name:

Courtyard by Marriott

Midland, TX

Sheet Title:

Front Elevation Rendering

Drawn By:	Project Date:	Sheet No.
Project No.: 05100		AR-100

EXHIBIT C

PROJECT PROPOSAL



MARSHA: MAFCY

OWNERSHIP: PLATINUM HOSPITALITY MANAGEMENT

persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 · www.personasigns.com

Customer: COURTYARD	Project No.: 424933	Request No.: 54736	
Location: MIDLAND, TX	Prepared By: JR/AHD		
File Name: 424933 - R4 - MIDLAND, TX	Date: 08/21/23	Revision: 4	

UL This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

Customer Approval (Please Initial):

Approval Date:

SITE PLAN

COURTYARD
BY MARRIOTT

1505 TRADEWINDS BLVD
MIDLAND, TX 79706



EXISTING SIGNS:

1. 36” CHANNEL LETTERS
2. 7’-1” X 11’-3” WALL SIGN
3. 7’-1” X 11’-3” WALL SIGN
4. 3’-7” X 5’-8” MONUMENT AT 4’-0” OAH

PROPOSED SIGNS:

1. 30” CHANNEL LETTERS
2. 18” CHANNEL LETTERS
3. 18” CHANNEL LETTERS
4. 1’-9” X 5’-10 3/4” MONUMENT @ 4’ OAH

persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 • www.personasigns.com

Customer: COURTYARD	Project No.: 424933	Request No.: 54736	Customer Approval (Please Initial):
Location: MIDLAND, TX	Prepared By: JR/AHD/PG		Approval Date:
File Name: 424933 - R4 - MIDLAND, TX	Date: 02/19/24	Revision: 4	

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

BUILDING SIGNAGE

STANDARD SPECS ARE USED FOR THIS PROPOSAL

1





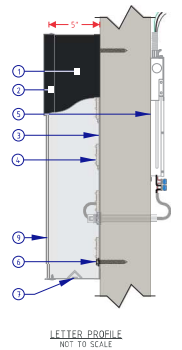
EXISTING
36” C
GRADE TO BOTTOM OF SIGN
585”

PROPOSED



GRAPHIC DETAIL
SCALE: 1/4” = 1’-0”

SQFT- 102.61
LEDS- GE 7100K



LETTER PROFILE
NOT TO SCALE

Scope of work:

1. Remove existing channel letters and scrap
2. Patch old mounting and electrical penetrations on wall surface
3. Clean and replace damaged brick where necessary. Owner to coordinate with their contractor.
4. Install new channel letters by connecting to existing power at sign location

NIGHT VIEW - NTS



persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 · www.personasigns.com

Customer: COURTYARD	Project No.: 424933	Request No.: 54736	Customer Approval (Please Initial):
Location: MIDLAND, TX	Prepared By: JR/AHD/BS		
File Name: 424933 - R4 - MIDLAND, TX	Date: 12/27/23	Revision: 4	Approval Date:

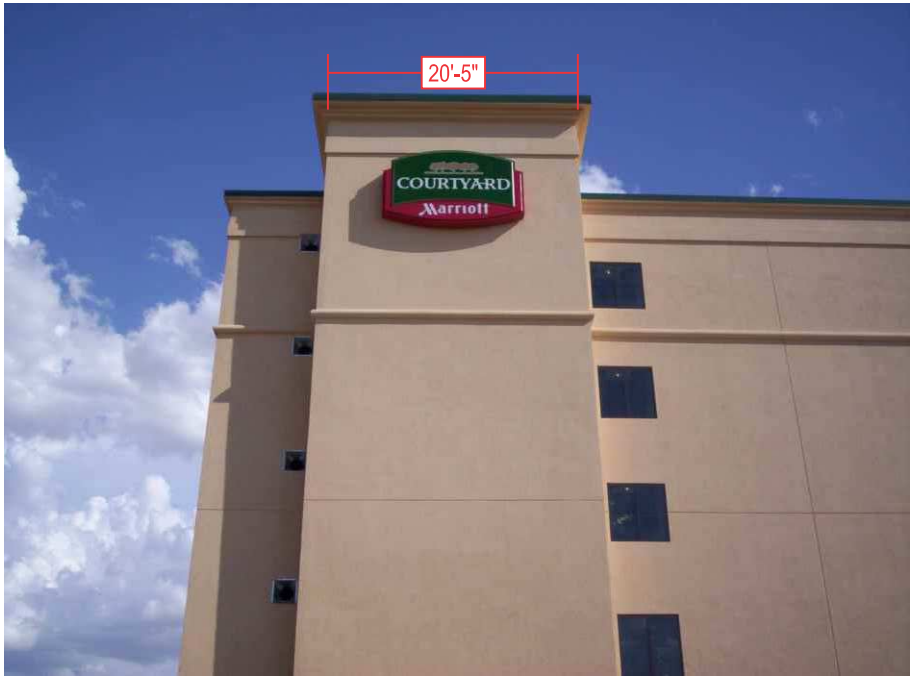
UL This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

BUILDING SIGNAGE

STANDARD SPECS ARE USED FOR THIS PROPOSAL

2



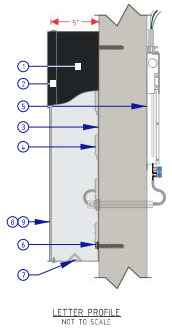
EXISTING
WALL 179” X 245”
5’-6” X 11’ 3” WALL SIGN
GRADE TO BOTTOM OF SIGN
452”



PROPOSED



GRAPHIC DETAIL
SCALE: 3/8” = 1’-0”



SQFT- 43.31
LEDS- GE 7100K

NIGHT VIEW - NTS



Scope of work:

1. Remove existing wall sign and scrap
2. Patch and paint old mounting and electrical penetrations on wall surface
3. Paint entire background for a clean uniform look
4. Install new channel letters by connecting to existing power at sign location

persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 · www.personasigns.com

Customer: COURTYARD	Project No.: 424933	Request No.: 54736	Customer Approval (Please Initial):
Location: MIDLAND, TX	Prepared By: JR/AHD/SC/BS		
File Name: 424933 - R4 - MIDLAND, TX	Date: 12/27/23	Revision: 4	Approval Date:

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

BUILDING SIGNAGE

STANDARD SPECS ARE USED FOR THIS PROPOSAL

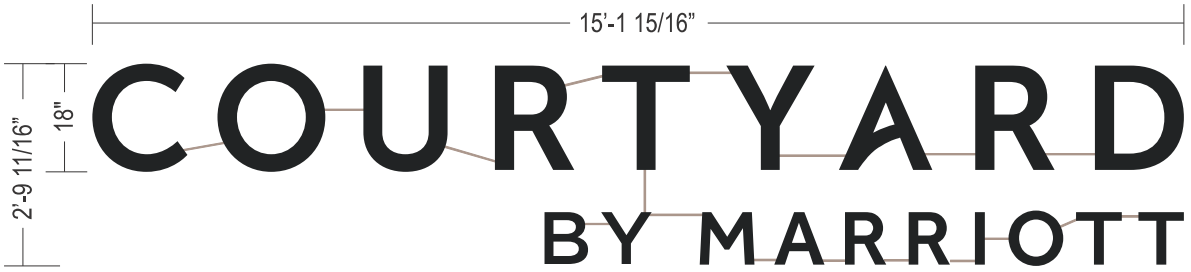
3





EXISTING
WALL 179" X 245"
5'-6" X 11' 3" WALL SIGN
GRADE TO BOTTOM OF SIGN
452"

PROPOSED



GRAPHIC DETAIL
SCALE: 3/8" = 1'-0"

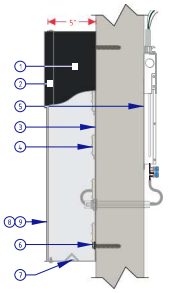
SQFT- 43.31
LEDS-GE 7100K

Scope of work:

1. Remove existing wall sign and scrap
2. Patch and paint old mounting and electrical penetrations on wall surface
3. Paint entire background for a clean uniform look
4. Install new channel letters by connecting to existing power at sign location

NIGHT VIEW - NTS





persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 · www.personasigns.com

Customer: COURTYARD	Project No.: 424933	Request No.: 54736	Customer Approval (Please Initial):
Location: MIDLAND, TX	Prepared By: JR/AHD/SC/BS/PG		Approval Date:
File Name: 424933 - R4 - MIDLAND, TX	Date: 02/22/24	Revision: 4	

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

MONUMENT SIGN

STANDARD SPECS ARE USED FOR THIS PROPOSAL

4



EXISTING
3’-7” X 5’-8” MONUMENT
4’ OAH



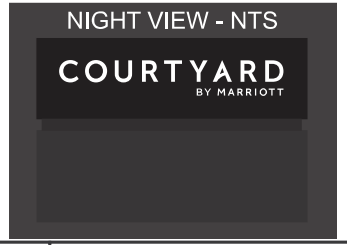
PROPOSED



GRAPHIC DETAIL
SCALE: 3/8” = 1’-0”



REAR VIEW



SQ FT: 10.32
LEDS-GE 7100K

Scope of work:

1. Remove existing cabinet and pole cover and scrap.
2. Install new pole cover on existing pole structure.
3. Install new cabinet via plate/match plate on existing pole structure.
4. Connect to existing power.

persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 · www.personasigns.com

Customer: COURTYARD	Project No.: 424933	Request No.: 54736	Customer Approval (Please Initial):
Location: MIDLAND, TX	Prepared By: JR/AHD/BS/PG		Approval Date:
File Name: 424933 - R4 - MIDLAND, TX	Date: 02/19/24	Revision: 4	

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Midland Platinum II, LLC		Phone (305) 742-1242 Email vanessa.villa@platinumcos.com	
Address 1505 Tradewinds Blvd	City Midland	State TX	Zip 79707

Property Owner Mitul Patel Printed Name:		Phone (615) 533-9300 Email mitch.patel@platinumcos.com	
Address 4636 Lebanon Pike Box 333	City Hermitage	State TN	Zip 37076

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: PRINCE SIGNS LLC		Phone (281)345-4488 Email mvo ice. PERMITS@PRINCESIGNS.COM	
Address 6432 CUNNINGHAM RD	City HOUSTON	State TX	Zip 77041

Street Address: 1505 Tradewinds Blvd, Midland TX 79707

Legal Description
Lot: 2A Block: 3 Subdivision: Westridge Park Addition Section 10

Current Zoning: PD

Proposed Zone: Amended PD
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Update existing signage for increased visibility and legibility

Present Use of Property: Hotel

Proposed Use of Property: no change

How would this zone change affect the public health, safety and welfare?
Updated signage will increase visibility and legibility, otherwise it will have no effect on public health

Describe how conditions affecting the property have changed since present zoning designation: no changes

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*

Applicant (signature): DocuSigned by: AEC9F70C5C634DC...	Date: 10/1/2025
Applicant (printed): Midland Platinum II, LLC	
Property Owner (signature): DocuSigned by: AEC9F70C5C634DC...	Date: 10/1/2025
Property Owner (printed): Mitch Patel	

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 Vanessa Villa who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Mitul Patel, 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 1 day of October, 20 25, to certify which witness my hand and seal of office.

TRACY KAY SWISHER
My Notary ID # 132634274
Expires August 20, 2028

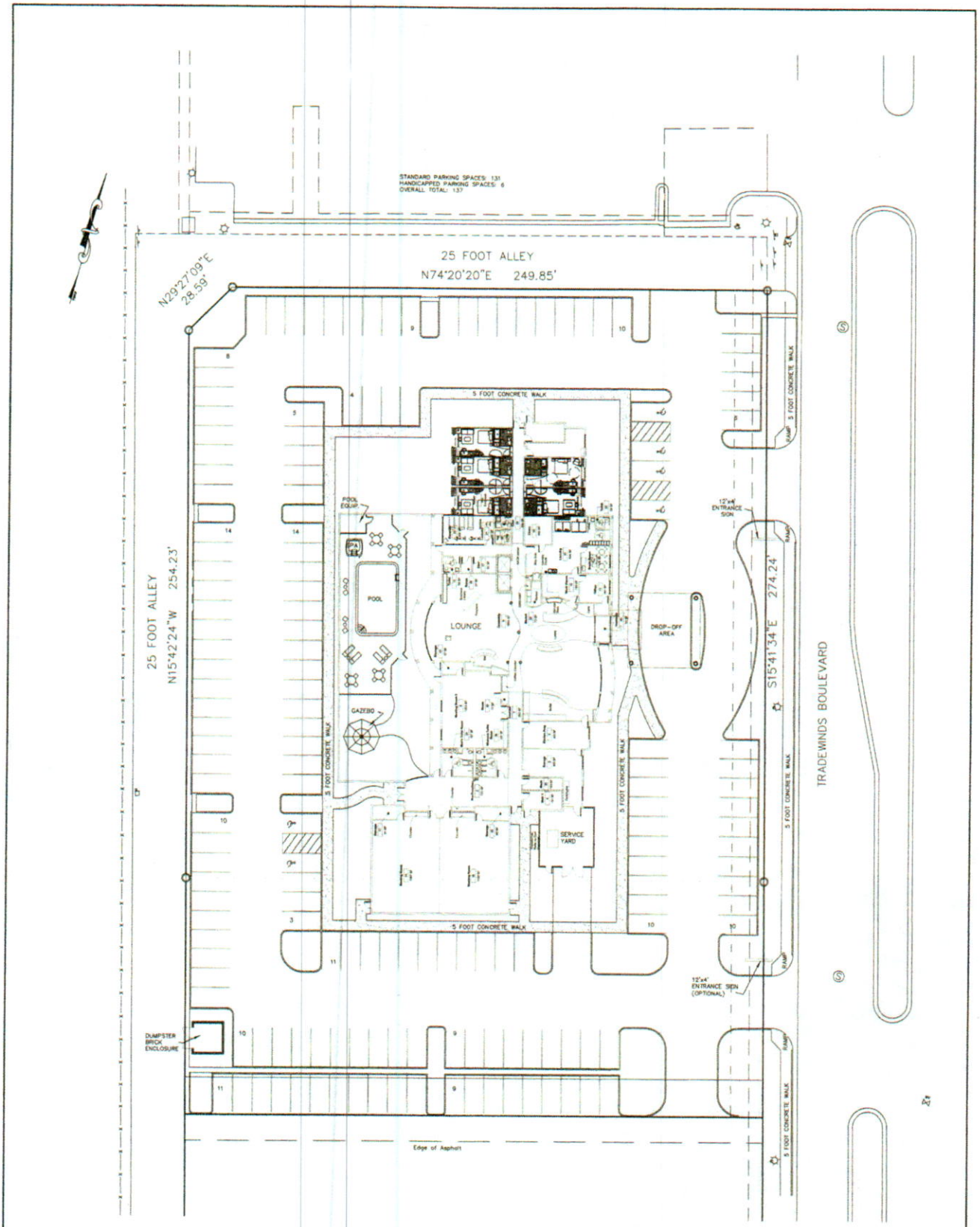
NOTARY PUBLIC

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # Invoice	

Received By: Beatriz Quezada Date: 10/14/25

****Application will not be considered for scheduling until reviewed by a planner.****



WESTRIDGE PARK ADDITION
SECTION 5
MIDLAND, TEXAS

SCHUMANN ENGINEERING CO., INC.-CIVIL ENGINEERS\LAND SURVEYORS
PLANNING • BOUNDARY • TOPOGRAPHY • WELL LOCATIONS • PIPELINES

408 N. PECOS STREET
P. O. BOX 504
MIDLAND, TEXAS 79702
PH. (432)684-5548
FAX (432)684-6973
E-MAIL schuengr@aol.com

REV	DATE		DSN	DWN	CHK

SHEET 1 OF 1
JOB # 69.327
SCALE: 1" = 30'
DRAWN BY: SLS
CHECKED BY: DLS
DATE: 11/06/00
FINAL
REVISED

THIS DRAWING SHALL NOT BE UTILIZED BY ANY PERSON, FIRM, OR CORPORATION IN WHOLE OR IN PART WITHOUT THE SPECIFIC PERMISSION OF SCHUMANN ENGINEERING CO., INC.

PROJECT PROPOSAL



MARSHA: MAFCY

OWNERSHIP: PLATINUM HOSPITALITY MANAGEMENT

persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 • www.personasigns.com

Customer: COURTYARD	Project No.: 424933	Request No.: 54736	
Location: MIDLAND, TX	Prepared By: JR/AHD		
File Name: 424933 - R4 - MIDLAND, TX	Date: 08/21/23	Revision: 4	

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

Customer Approval (Please Initial):

Approval Date:

SITE PLAN

COURTYARD
BY MARRIOTT

1505 TRADEWINDS BLVD
MIDLAND, TX 79706



EXISTING SIGNS:

1. 36" CHANNEL LETTERS
2. 7'-1" X 11'-3" WALL SIGN
3. 7'-1" X 11'-3" WALL SIGN
4. 3'-7" X 5'-8" MONUMENT AT 4'-0" OAH

PROPOSED SIGNS:

1. 30" CHANNEL LETTERS
2. 18" CHANNEL LETTERS
3. 18" CHANNEL LETTERS
4. 1'-9" X 5'-10 3/4" MONUMENT @ 4' OAH

persona
SIGNS | LIGHTING | IMAGE

Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 • www.personasigns.com

Customer: COURTYARD		Project No.: 424933	Request No.: 54736
Location: MIDLAND, TX		Prepared By: JR/AHD/PG	
File Name: 424933 - R4 - MIDLAND, TX		Date: 02/19/24	Revision: 4

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

Customer Approval (Please Initial):

Approval Date:

BUILDING SIGNAGE

STANDARD SPECS ARE USED FOR THIS PROPOSAL

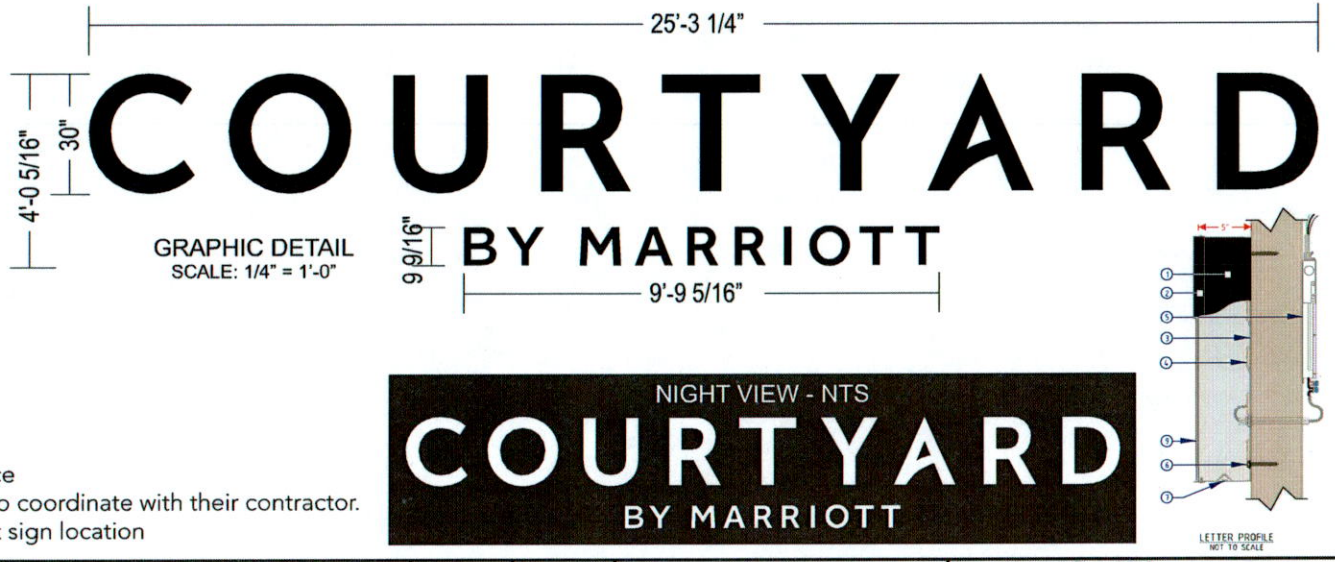
1



EXISTING
36" C
GRADE TO BOTTOM OF SIGN
585"



PROPOSED



SQFT- 102.61
LEDS- GE 7100K

Scope of work:

1. Remove existing channel letters and scrap
2. Patch old mounting and electrical penetrations on wall surface
3. Clean and replace damaged brick where necessary. Owner to coordinate with their contractor.
4. Install new channel letters by connecting to existing power at sign location

persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 • www.personasigns.com

Customer: COURTYARD	Project No.: 424933	Request No.: 54736	
Location: MIDLAND, TX	Prepared By: JR/AHD/BS		
File Name: 424933 - R4 - MIDLAND, TX	Date: 12/27/23	Revision: 4	

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

Customer Approval (Please Initial):

Approval Date:

BUILDING SIGNAGE

STANDARD SPECS ARE USED FOR THIS PROPOSAL

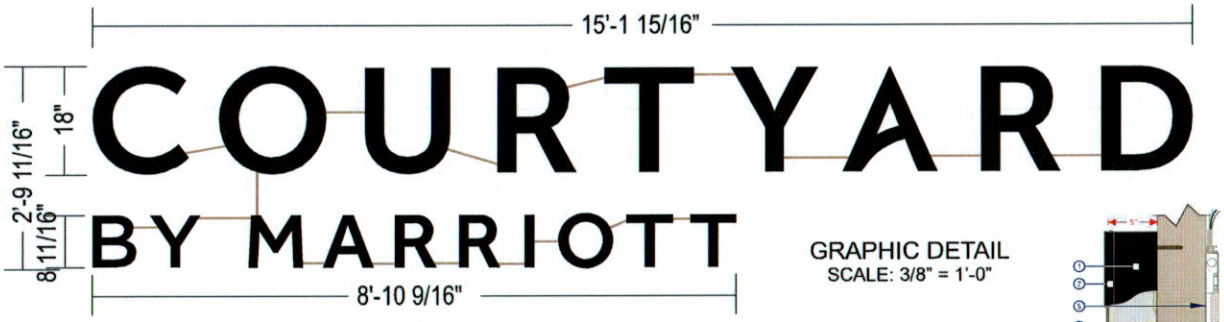
2



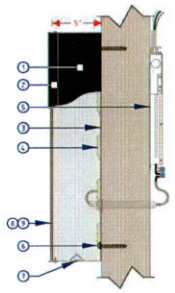


EXISTING
WALL 179" X 245"
5'-6" X 11' 3" WALL SIGN
GRADE TO BOTTOM OF SIGN
452"

PROPOSED

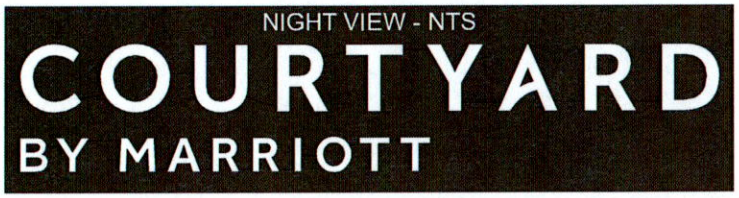


GRAPHIC DETAIL
SCALE: 3/8" = 1'-0"



SQFT- 43.31
LEDS- GE 7100K

NIGHT VIEW - NTS



Scope of work:

1. Remove existing wall sign and scrap
2. Patch and paint old mounting and electrical penetrations on wall surface
3. Paint entire background for a clean uniform look
4. Install new channel letters by connecting to existing power at sign location

persona
SIGNS | LIGHTING | IMAGE

Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 · www.personasigns.com

Customer: COURTYARD		Project No.: 424933	Request No.: 54736
Location: MIDLAND, TX		Prepared By: JR/AHD/SC/BS	
File Name: 424933 - R4 - MIDLAND, TX		Date: 12/27/23	Revision: 4

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

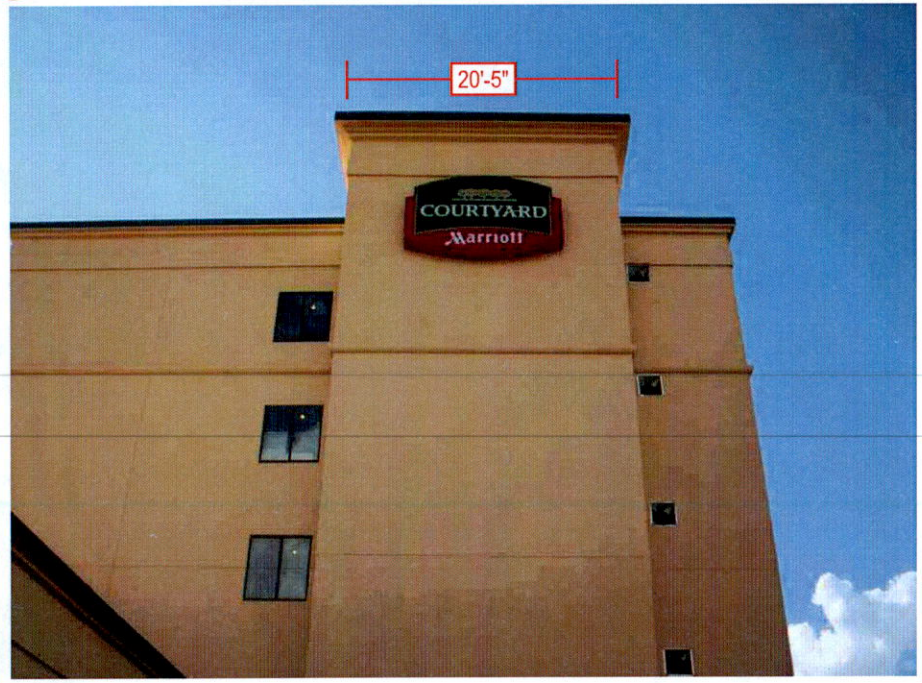
Customer Approval (Please Initial):

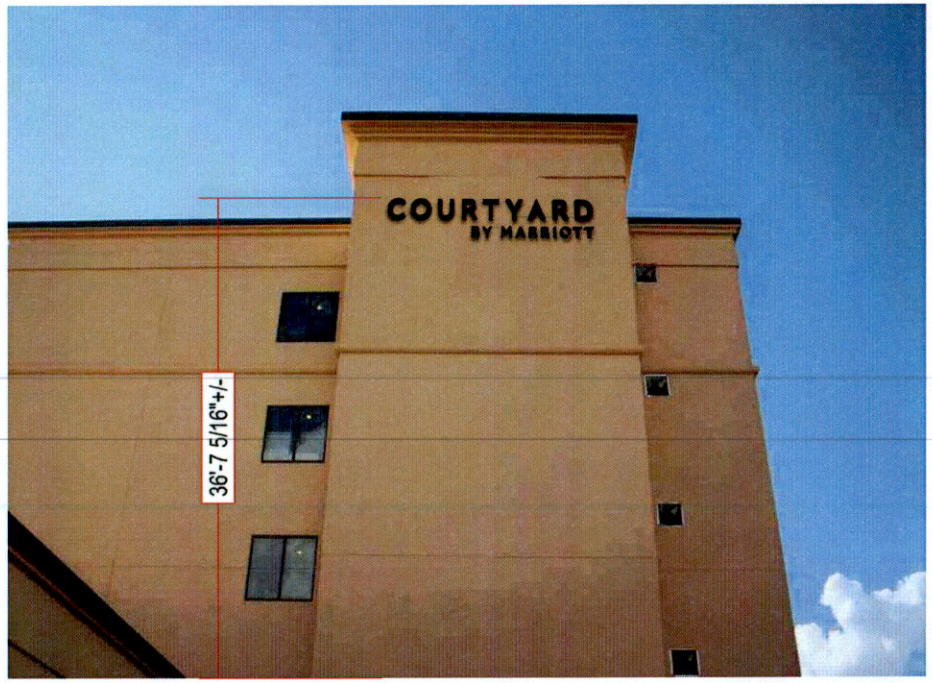
Approval Date:

BUILDING SIGNAGE

STANDARD SPECS ARE USED FOR THIS PROPOSAL

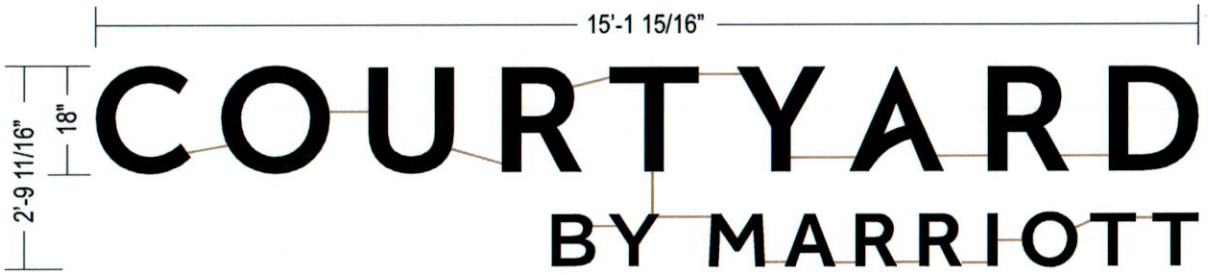
3





EXISTING
WALL 179" X 245"
5'-6" X 11' 3" WALL SIGN
GRADE TO BOTTOM OF SIGN
452"

PROPOSED



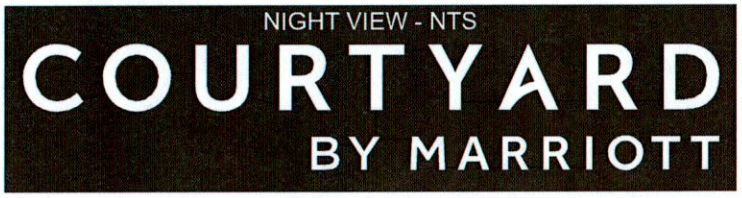
GRAPHIC DETAIL
SCALE: 3/8" = 1'-0"

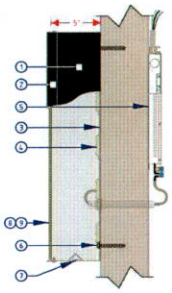
SQFT- 43.31
LEDS-GE 7100K

Scope of work:

1. Remove existing wall sign and scrap
2. Patch and paint old mounting and electrical penetrations on wall surface
3. Paint entire background for a clean uniform look
4. Install new channel letters by connecting to existing power at sign location

NIGHT VIEW - NTS





LETTER PROFILE
NOT TO SCALE

persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 · www.personasigns.com

Customer: COURTYARD		Project No.: 424933	Request No.: 54736
Location: MIDLAND, TX		Prepared By: JR/AHD/SC/BS/PG	
File Name: 424933 - R4 - MIDLAND, TX		Date: 02/22/24	Revision: 4

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

Customer Approval (Please Initial):

Approval Date:

MONUMENT SIGN

STANDARD SPECS ARE USED FOR THIS PROPOSAL

4

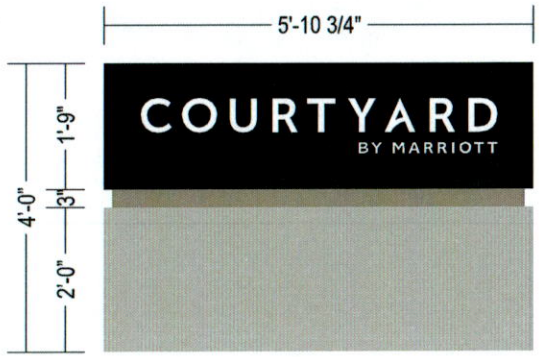


EXISTING
3'-7" X 5'-8" MONUMENT
4' OAH

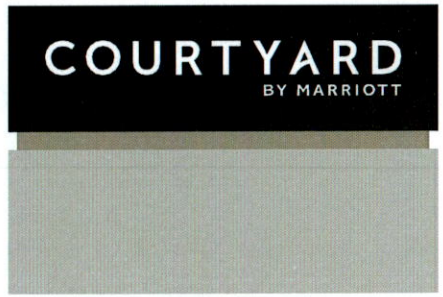


PROPOSED

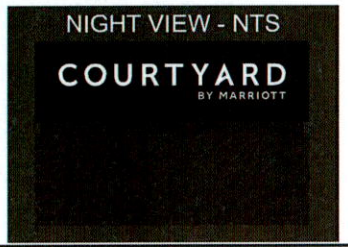
SQ FT: 10.32
LEDS-GE 7100K



GRAPHIC DETAIL
SCALE: 3/8" = 1'-0"



REAR VIEW



Scope of work:

1. Remove existing cabinet and pole cover and scrap.
2. Install new pole cover on existing pole structure.
3. Install new cabinet via plate/match plate on existing pole structure.
4. Connect to existing power.

persona
SIGNS | LIGHTING | IMAGE

Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 · www.personasigns.com

Customer: COURTYARD	Project No.: 424933	Request No.: 54736	
Location: MIDLAND, TX	Prepared By: JR/AHD/BS/PG		
File Name: 424933 - R4 - MIDLAND, TX	Date: 02/19/24	Revision: 4	

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

Customer Approval (Please Initial):

Approval Date:

PROJECT PROPOSAL



MARSHA: MAFCY

OWNERSHIP: PLATINUM HOSPITALITY MANAGEMENT

persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 · www.personasigns.com

Customer: COURTYARD	Project No.: 424933	Request No.: 54736
Location: MIDLAND, TX	Prepared By: JR/AHD	
File Name: 424933 - R4 - MIDLAND, TX	Date: 08/21/23	Revision: 4

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

Customer Approval (Please Initial):

Approval Date:

SITE PLAN

COURTYARD
BY MARRIOTT

1505 TRADEWINDS BLVD
MIDLAND, TX 79706



EXISTING SIGNS:

1. 36” CHANNEL LETTERS
2. 7’-1” X 11’-3” WALL SIGN
3. 7’-1” X 11’-3” WALL SIGN
4. 3’-7” X 5’-8” MONUMENT AT 4’-0” OAH

PROPOSED SIGNS:

1. 30” CHANNEL LETTERS
2. 18” CHANNEL LETTERS
3. 18” CHANNEL LETTERS
4. 1’-9” X 5’-10 3/4” MONUMENT @ 4’ OAH

persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 · www.personasigns.com

Customer: COURTYARD	Project No.: 424933	Request No.: 54736	Customer Approval (Please Initial):
Location: MIDLAND, TX	Prepared By: JR/AHD/PG		Approval Date:
File Name: 424933 - R4 - MIDLAND, TX	Date: 02/19/24	Revision: 4	

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

BUILDING SIGNAGE

STANDARD SPECS ARE USED FOR THIS PROPOSAL

1



EXISTING
36” C
GRADE TO BOTTOM OF SIGN
585”

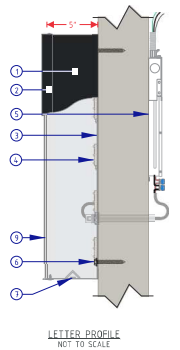


PROPOSED



GRAPHIC DETAIL
SCALE: 1/4” = 1’-0”

SQFT- 102.61
LEDS- GE 7100K



LETTER PROFILE
NOT TO SCALE

Scope of work:

1. Remove existing channel letters and scrap
2. Patch old mounting and electrical penetrations on wall surface
3. Clean and replace damaged brick where necessary. Owner to coordinate with their contractor.
4. Install new channel letters by connecting to existing power at sign location

NIGHT VIEW - NTS



persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 · www.personasigns.com

Customer: COURTYARD	Project No.: 424933	Request No.: 54736	Customer Approval (Please Initial):
Location: MIDLAND, TX	Prepared By: JR/AHD/BS		
File Name: 424933 - R4 - MIDLAND, TX	Date: 12/27/23	Revision: 4	Approval Date:

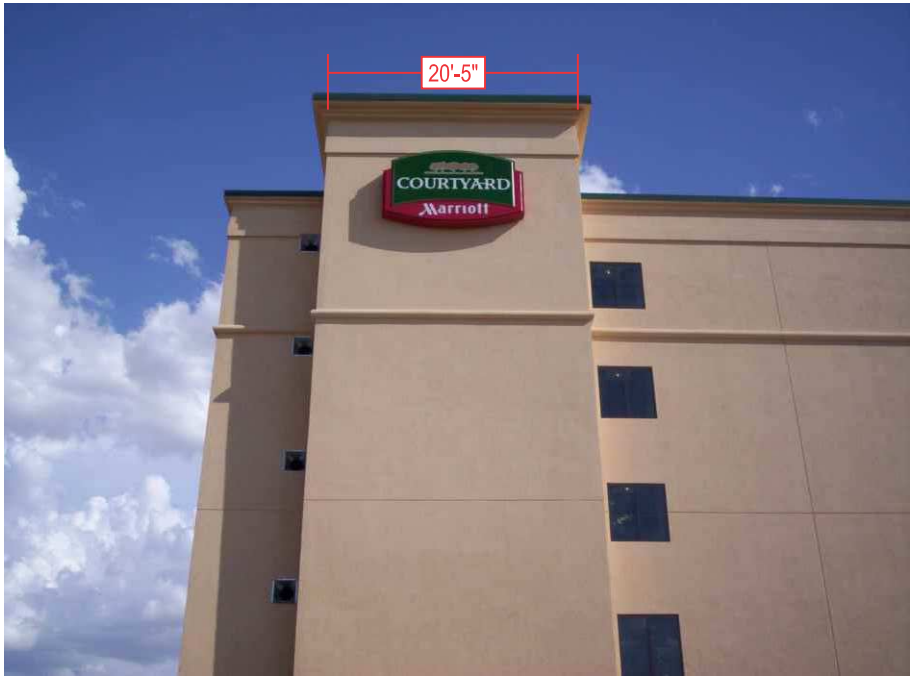
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

BUILDING SIGNAGE

STANDARD SPECS ARE USED FOR THIS PROPOSAL

2



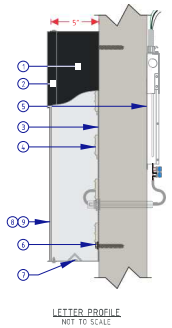


EXISTING
WALL 179" X 245"
5'-6" X 11' 3" WALL SIGN
GRADE TO BOTTOM OF SIGN
452"

PROPOSED



GRAPHIC DETAIL
SCALE: 3/8" = 1'-0"



SQFT- 43.31
LEDS- GE 7100K

Scope of work:

1. Remove existing wall sign and scrap
2. Patch and paint old mounting and electrical penetrations on wall surface
3. Paint entire background for a clean uniform look
4. Install new channel letters by connecting to existing power at sign location

NIGHT VIEW - NTS



persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 · www.personasigns.com

Customer: COURTYARD	Project No.: 424933	Request No.: 54736	Customer Approval (Please Initial):
Location: MIDLAND, TX	Prepared By: JR/AHD/SC/BS		
File Name: 424933 - R4 - MIDLAND, TX	Date: 12/27/23	Revision: 4	Approval Date:

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

BUILDING SIGNAGE

STANDARD SPECS ARE USED FOR THIS PROPOSAL

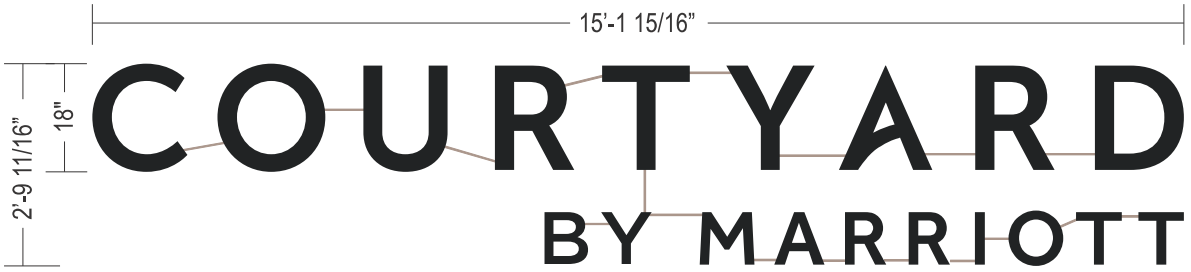
3



EXISTING
WALL 179" X 245"
5'-6" X 11' 3" WALL SIGN
GRADE TO BOTTOM OF SIGN
452"



PROPOSED

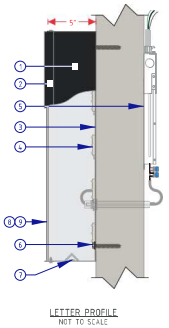


GRAPHIC DETAIL
SCALE: 3/8" = 1'-0"

SQFT- 43.31
LEDS-GE 7100K

NIGHT VIEW - NTS





Scope of work:

1. Remove existing wall sign and scrap
2. Patch and paint old mounting and electrical penetrations on wall surface
3. Paint entire background for a clean uniform look
4. Install new channel letters by connecting to existing power at sign location

persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 · www.personasigns.com

Customer: COURTYARD	Project No.: 424933	Request No.: 54736	Customer Approval (Please Initial):
Location: MIDLAND, TX	Prepared By: JR/AHD/SC/BS/PG		Approval Date:
File Name: 424933 - R4 - MIDLAND, TX	Date: 02/22/24	Revision: 4	

UL This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

MONUMENT SIGN

STANDARD SPECS ARE USED FOR THIS PROPOSAL

4



EXISTING
3’-7” X 5’-8” MONUMENT
4’ OAH



PROPOSED

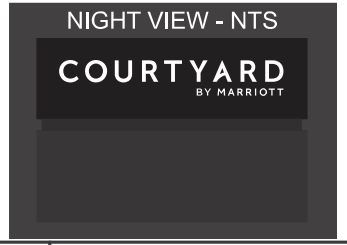
SQ FT: 10.32
LEDS-GE 7100K



GRAPHIC DETAIL
SCALE: 3/8” = 1’-0”



REAR VIEW



Scope of work:

1. Remove existing cabinet and pole cover and scrap.
2. Install new pole cover on existing pole structure.
3. Install new cabinet via plate/match plate on existing pole structure.
4. Connect to existing power.

persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 · www.personasigns.com

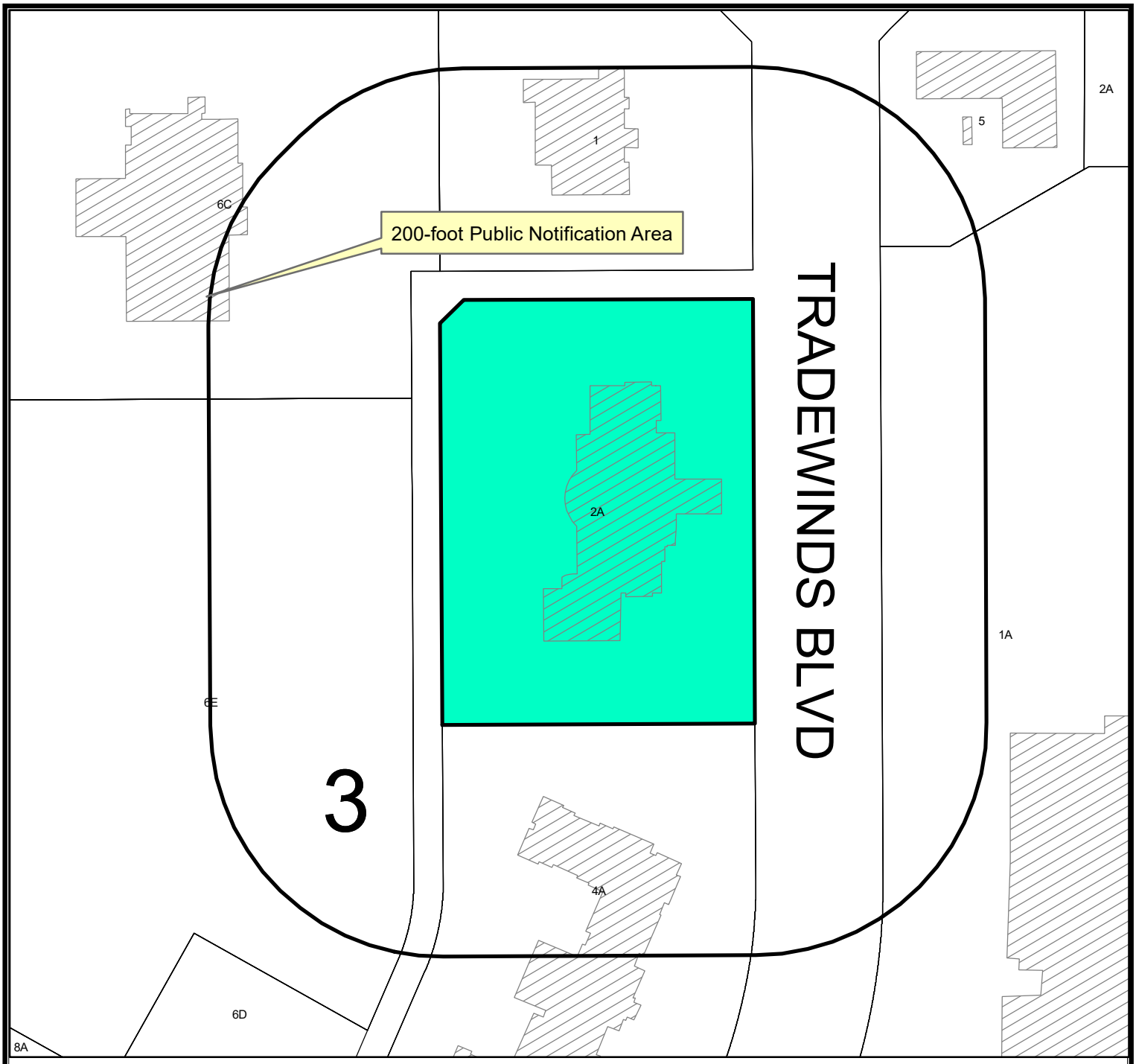
Customer: COURTYARD	Project No.: 424933	Request No.: 54736
Location: MIDLAND, TX	Prepared By: JR/AHD/BS/PG	
File Name: 424933 - R4 - MIDLAND, TX	Date: 02/19/24	Revision: 4

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

Customer Approval (Please Initial):

Approval Date:



Location Map

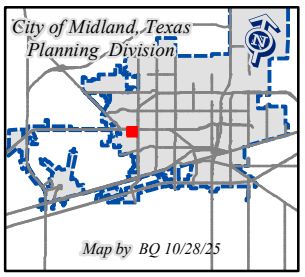
Z-25-0454 **Scale: 1" = 800'**

Consider a request by Prince Signs LLC, on behalf of Midland Platinum II, LLC, for a zone change from PD, Planned Development for a Shopping Center, to an amended PD, Planned Development for a Shopping Center on Lot 2A, Block 3, Westridge Park Addition, Section 10, City and County of Midland, Texas.

Generally located on the west side of Tradewinds Boulevard, approximately 280 feet south of Andrews Highway. (Council District 4)

LEGEND

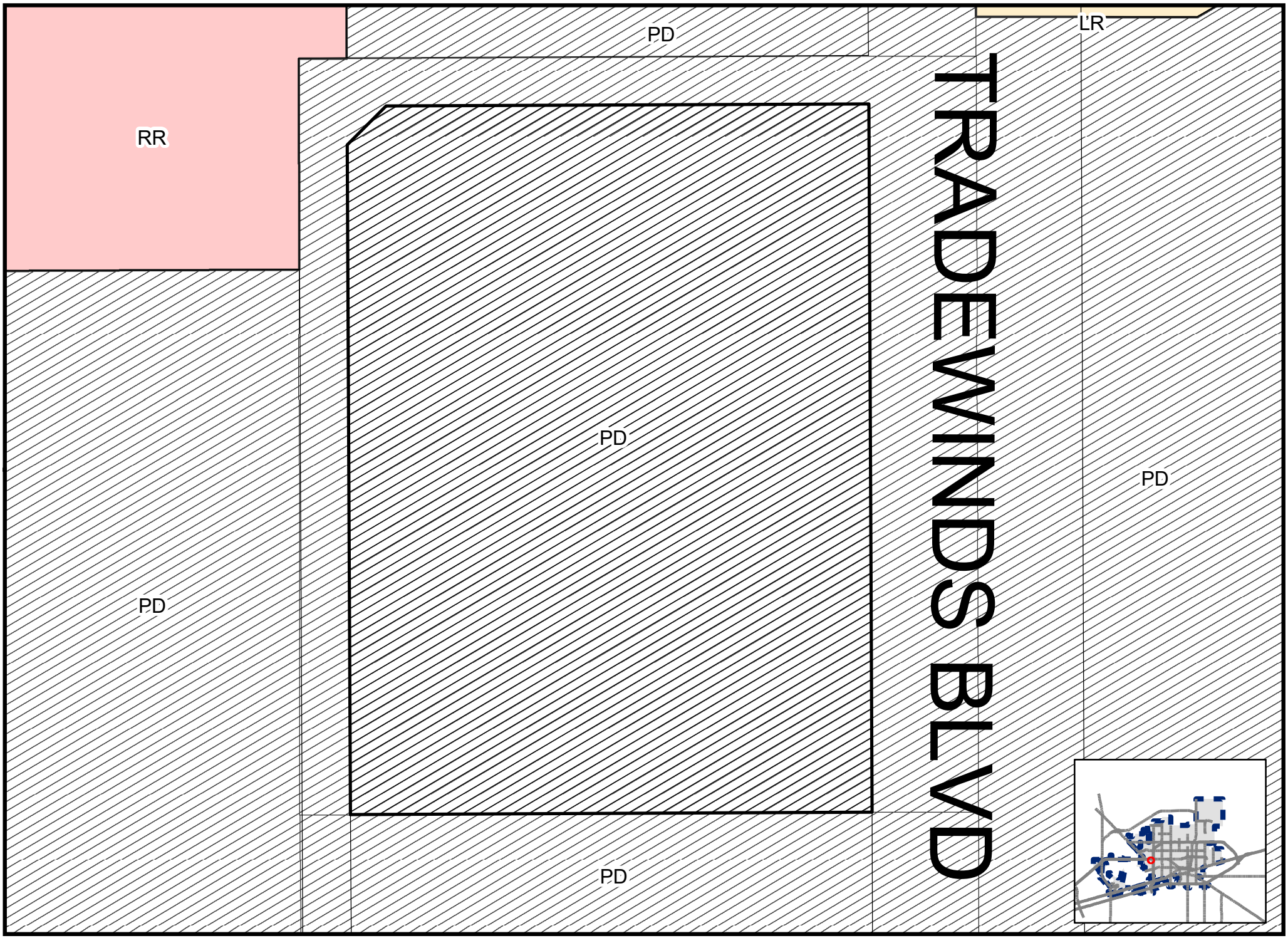
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BQ 10/28/25

Z-25-0454

Scale: 1" = 600'

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 MADE OR ACTIONS TAKEN BY USERS OF THIS MAP

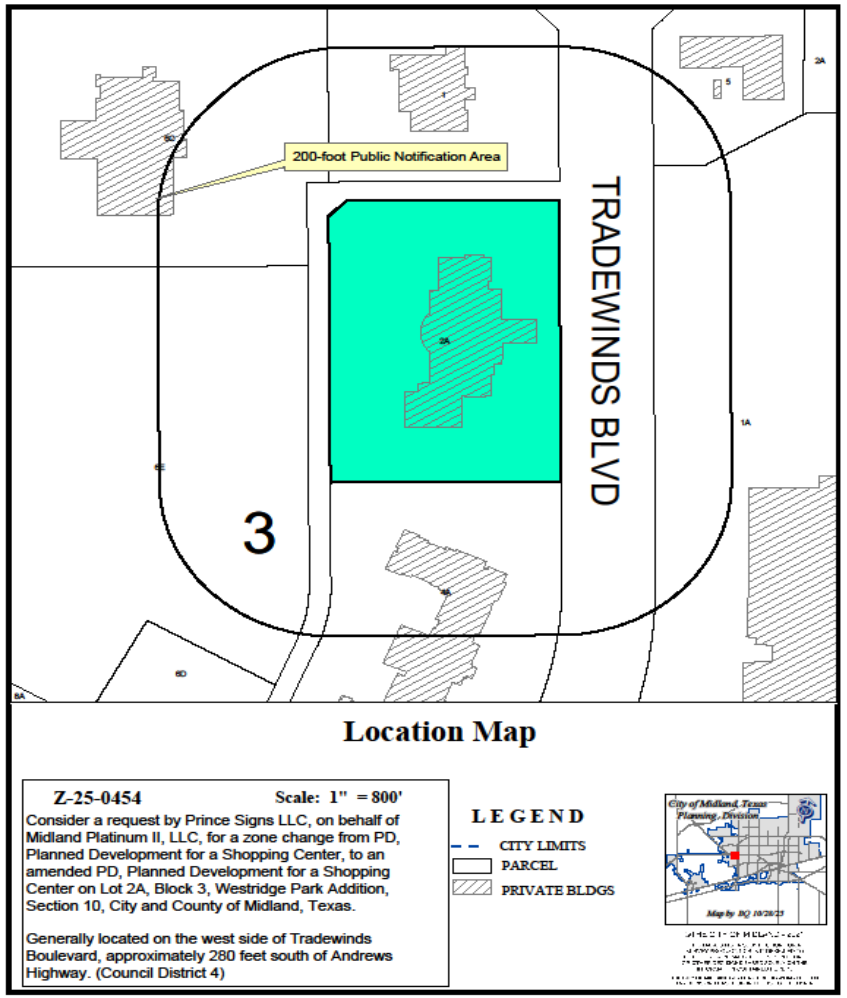
TRADEWINDS


COURTYARD


MIDLAND
Be the Energy!
ZONE CHANGE
COURTYARD BY MARRIOTT
Visit Our Website
MIDLANDTEXAS.GOV

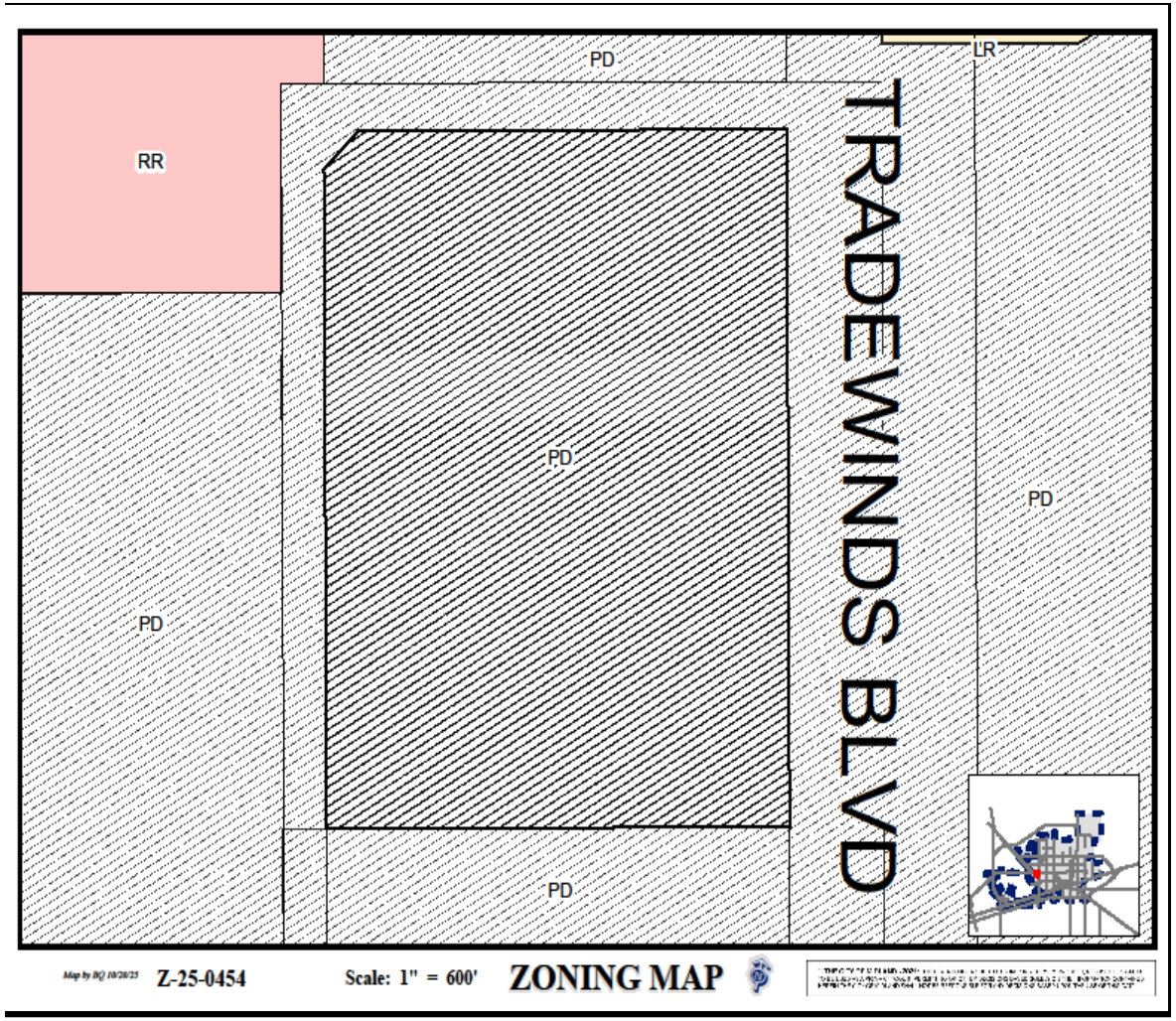
APPLICATION SUMMARY

- **Applicant:** Midland Platinum II, LLC
- **Property Owner:** Mitul Patel
- **Representative:** Prince Signs, LLC
- **Location:** 1505 Tradewinds Boulevard (City Council 4)
- **Reason for Request:** To update existing signage



ZONING

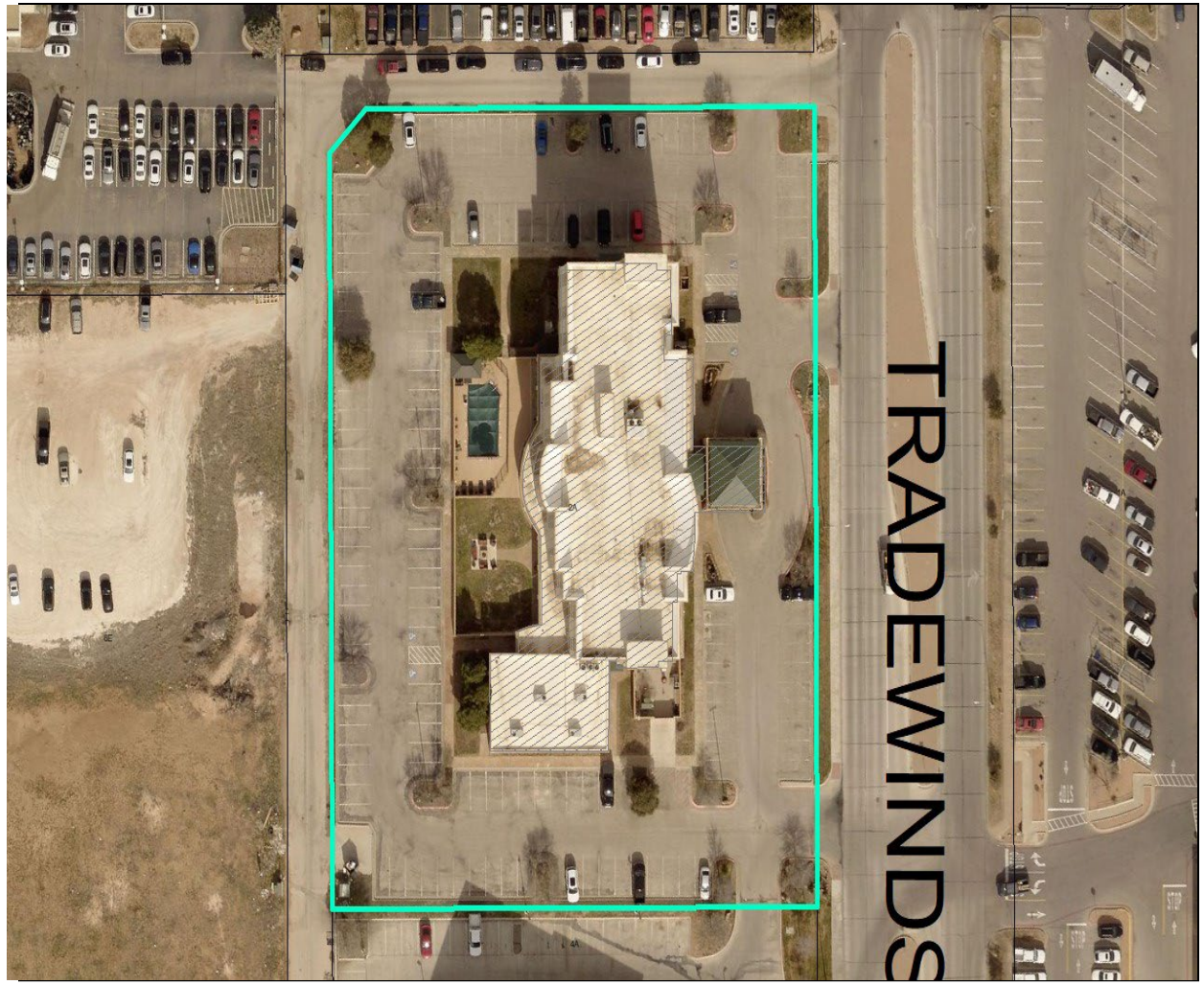
- **Current Zoning:** PD, Planned Development District for a Shopping Center
- **Surrounding Zoning:**
  - **North/South/East:** PD, Planned Development District for a Shopping Center
  - **West:** PD, Planned Development District for a Shopping Center & RR, Reginal Retail District
- **Proposed Zoning:** an amended PD, Planned Development District for a Shopping Center



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Hotel
- **Surrounding Uses:**
  - **North:** Restaurant
  - **South:** Hotel
  - **East:** Retail Store
  - **West:** Automobile Sales



MIDLAND
Be the Energy!

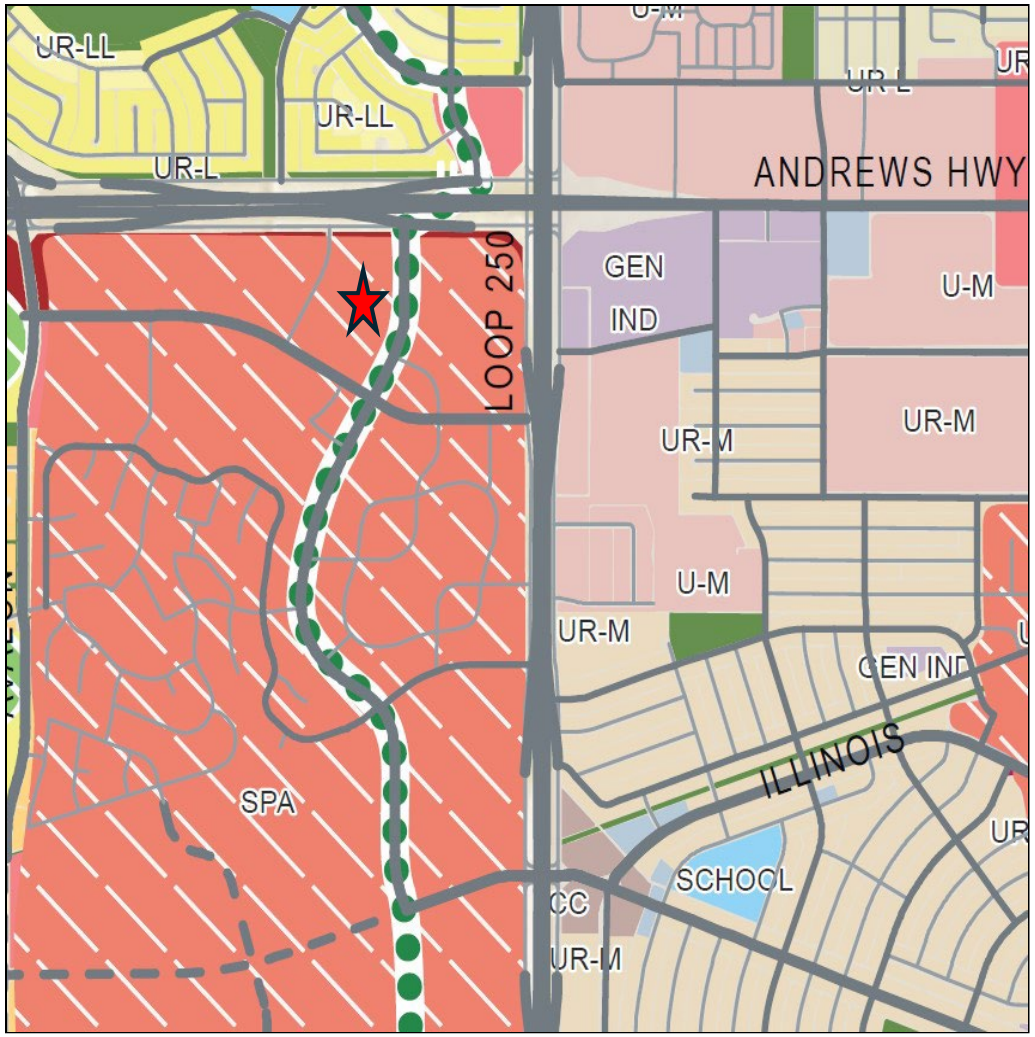


On Tradewinds Boulevard, Looking West

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Special Study Area
- **Supported Uses:** No policies established for this location.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission approved the request on November 17, 2025.
- Staff recommends approval of this request with the following conditions:

A. That the Property shall significantly conform to the site plan and elevation drawings attached hereto as Exhibits A and B, except to the extent that signs are depicted in said site plan and elevations drawings.



STAFF'S RECOMMENDATION

B. That the maximum building height of the hotel shall not exceed 61 feet.

C. That signage on the property shall be limited to two 48 square foot ground signs and three wall signs, which shall significantly conform to the sign plan, which is attached hereto as Exhibit C and incorporated herein for all purpose.

D. That the landscaping shall conform to the requirements of Title XI, Chapter 9 of the City Code, and all live materials shall be irrigated and kept in a healthy, growing condition.



STAFF'S RECOMMENDATION

E. That the dumpster screen shall be brick with a minimum height of five feet.

F. That a fence on the west property line shall be wood with brick columns and a minimum height of six feet.

G. That a minimum of 155 parking spaces shall be provided either on site or on the adjacent lot.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 37.
Meeting Date: December 16, 2025
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2A AND 2B, BLOCK 1, CORPORATE PLAZA, SECTION 20, CITY AND COUNTY OF MIDLAND, TEXAS FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER, IN PART, TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF CORPORATE DRIVE AND EDWARDS 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 (FIRST READING HELD NOVEMBER 18, 2025)

Purpose:
Charles Harrington, on behalf of Mallard Land Development, LLC, is requesting a Zone Change from PD, Planned Development District for a Housing Development, in part, and PD, Planned Development District for an Office Center, in part, to LR, Local Retail District for future mixed-use development for the properties located at 205 and 225 Corporate Drive.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

PD, Planned Development District for a Housing Development, in part, and PD, Planned Development District for an Office Center, in part.

Surrounding Zoning and Land Use:

The property to the north is zoned O-2, Office District, and is vacant land. The property to the east is zoned PD, Planned Development District for a Housing Development, and is an apartment complex. The properties to the west and south are zoned PD, Planned Development District for an Office Center, and consist of office buildings.

Analysis:

The subject properties are located 205 and 225 Corporate Drive. The properties are currently zoned PD, Planned Development District for a Housing Development, in part, and PD, Planned Development District for an Office Center, in part. Charles Harrington, on behalf of Mallard Land Development, LLC, is requesting a zone change to LR, Local Retail District, for future mixed-use development. The applicant plans to develop a luxury storage facility that will include a shared clubhouse space and an outdoor pavilion.

The current Planned Development Districts for these properties require that all development must conform to the site plans attached to each of the ordinances. The current Planned Development Districts also establish additional development standards that the property must conform to. Approving of this zone change will establish a straight zoning for the property, while also removing the attached site plan and regulations of each Planned Development District.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban-High (U-H). This designation calls for a variety of non-residential uses.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection to zone change. [For Applicant’s Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. Our staff has examined the FEMA flood map and it appears that this property lies partially within Zone AE, 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 any structure within the floodplain. An elevation certificate based off of finish construction will be required for the Certificate of Occupancy. [For Applicant’s Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Staff recommends approval of this Zone Change from PD, Planned Development District for a Housing Development, in part, and PD, Planned Development District for an Office Center, in part, to LR, Local Retail District.

Letters of Objection:

Staff has not received any letters of objection as of November 7, 2025.

Attachments:

A. ORDINANCE - Z-25-0453.PDHD & PDOC to LR Ord
B. Z-25-0453, Combined Documents
C. CC - - The Garages Zone Change

Kathy Rauda, City Secretary Created/Initiated - 11/18/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2A AND 2B, BLOCK 1, CORPORATE PLAZA, SECTION 20, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER, IN PART, TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF CORPORATE DRIVE AND EDWARDS STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 2A and 2B, Block 1, Corporate Plaza, Section 20, City and County of Midland, Texas (the "Property"), to LR, Local Retail District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Housing Development, in part, and PD, Planned Development District for an Office Center, in part, to LR, Local Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Charles Harrington		Phone (832) 423-1415 Email: charrington@crownquest.com	
Address: 18 Desta Dr.	City: Midland	State: Tx	Zip: 79705

Property Owner Printed Name: Mallard Land Development, LLC Robert W. Floyd, President		Phone (432) 838-0314 Email: bfloyd@crownquest.com	
Address: PO Box 52267	City: Midland	State: TX	Zip: 79710

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Charles Harrington		Phone ( ) Email:	
Address:	City:	State:	Zip:

Street Address: 205 and 225 Corporate Dr.

Legal Description
Lot: 2A & 2B Block: 001 Subdivision: Corporate Plaza Sec. 20

Current Zoning: PD - Residential	**Proposed Zone:** LR *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: Current zoning does not allow for business development

Present Use of Property: Vacant

Proposed Use of Property: Condominium storage facility

How would this zone change affect the public health, safety and welfare? Should have no impact on public health, safety and welfare. Future project will enhance the area.

Describe how conditions affecting the property have changed since present zoning designation: Unknown. It appears that previous development has been removed property left vacant.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*

Applicant (signature): Charles Harrington	Date: 10/13/25
Applicant (printed): Charles Harrington	
Property Owner (signature): Robert W. Floyd	Date: 10/13/25
Property Owner (printed) : Robert W. Floyd	

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 Robert W. Floyd who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Midland Land Dev., 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 13 day of October, 2025, to certify which witness my hand and seal of office.

Rylie Gregston
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

RYLIE PAIGE GREGSTON
Notary Public, State of Texas
Comm. Expires 04-17-2029
Notary ID 135504137

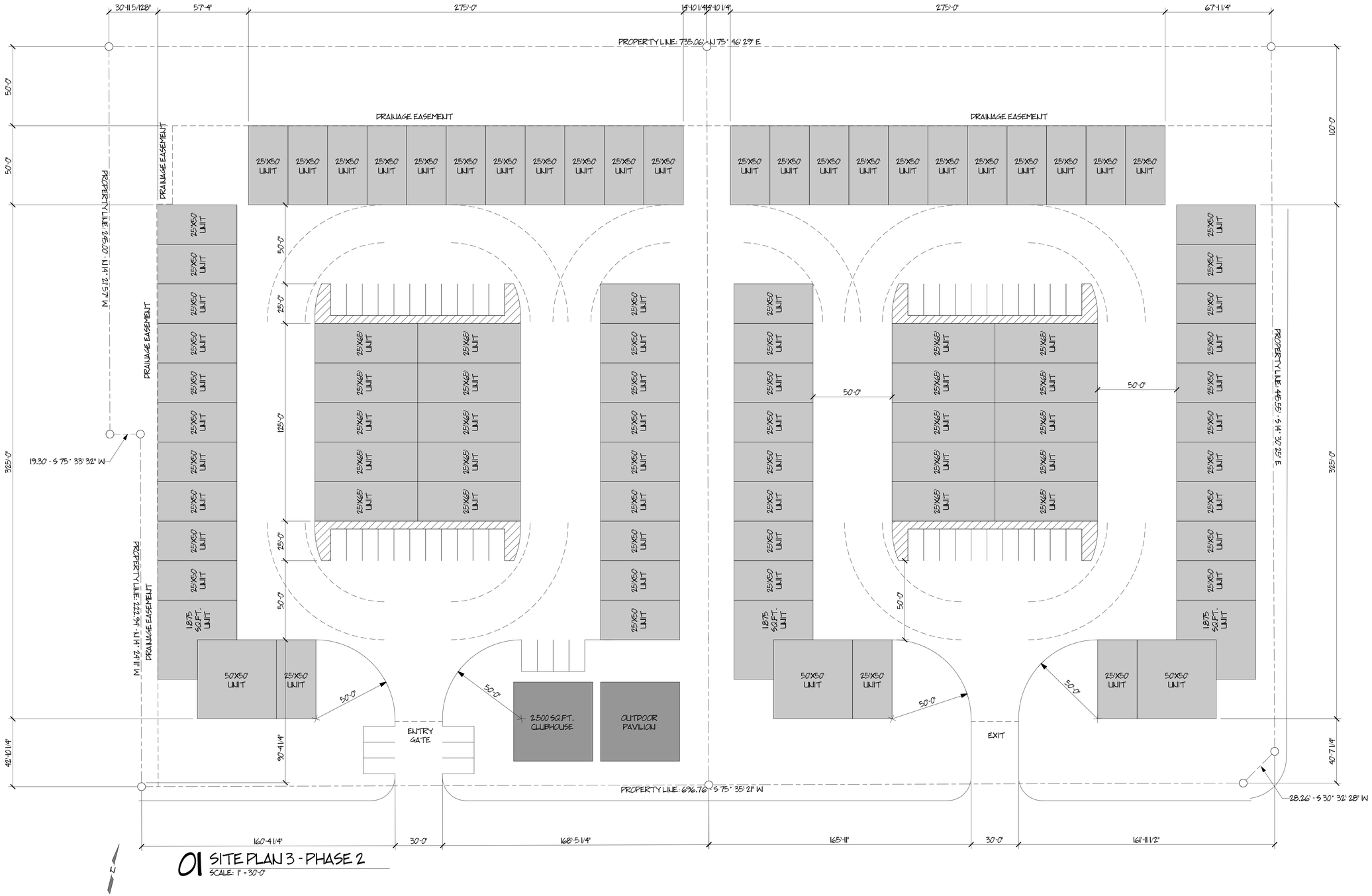
FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 117
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By: _____ Date: RECEIVED OCT 13 2025

Initial: _____

****Application will not be considered for scheduling until reviewed by a planner.****



01 SITE PLAN 3 - PHASE 2

SCALE: 1" = 30'-0"

10/10/2025 8:56:32 AM

DATE
10/10/2025

REVISION

DRAWN BY
LUIS

CORNERSTONE DESIGN GROUP
PHONE: (432)684-8005

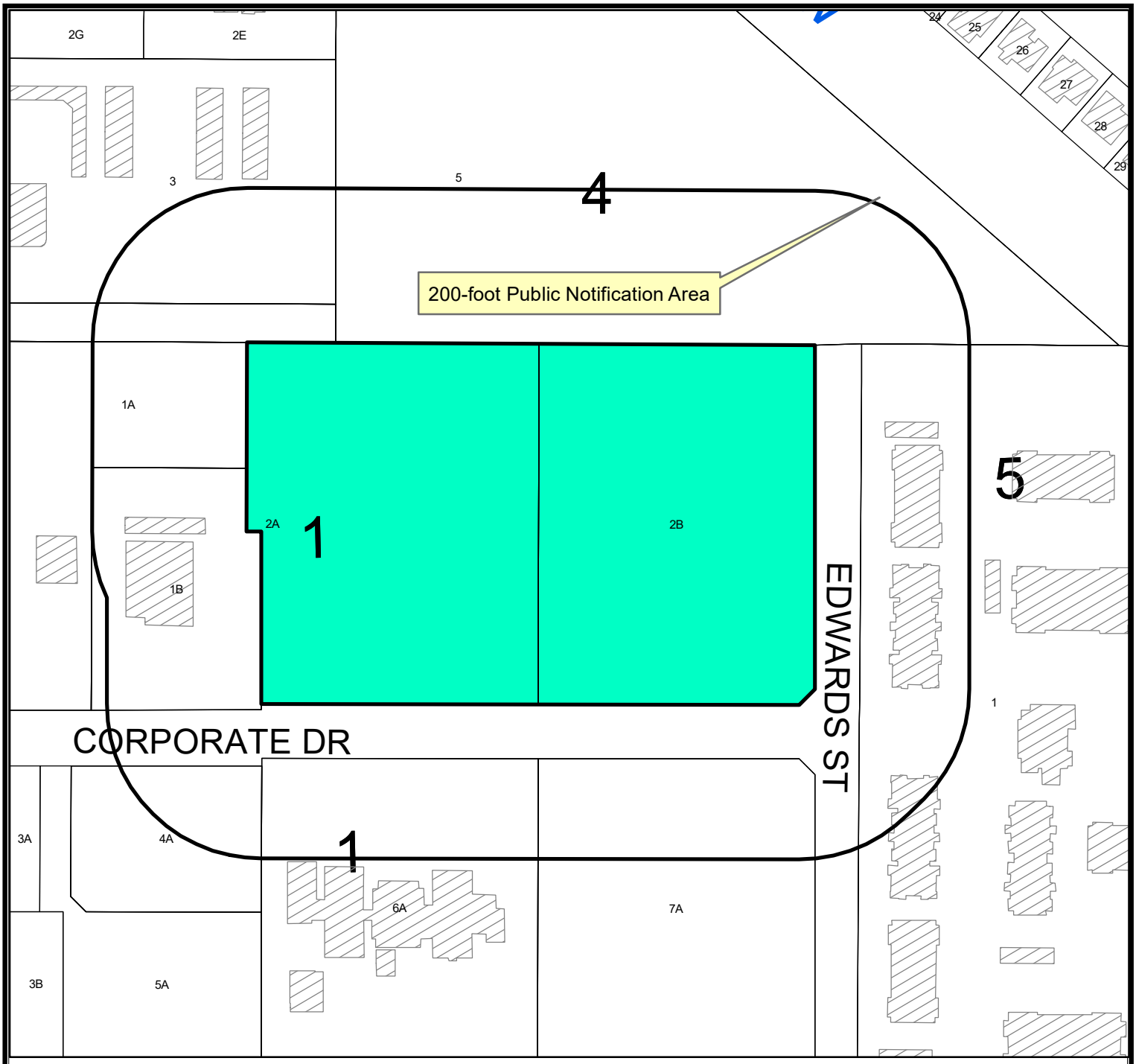
SHEET TITLE
SITE - OPTION 3
PHASE 2

PRELIMINARY
NOT FOR CONSTRUCTION
for review and discussion only
not for regulatory approval, permitting, or construction

THE GARAGES

CORPORATE DRIVE
MIDLAND, TEXAS 79705
PROJECT NUMBER: 25081

SHEET NUMBER
A-1.32
SHEET 2 OF 0



Location Map

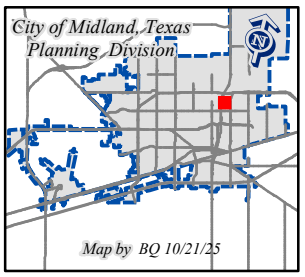
Z-25-0453 **Scale: 1" = 1,200'**

Consider a request by Charles Harrington, on behalf of Mallard Land Development, LLC, for a Zone Change from PD, Planned Development District for a Housing Development, in part, and PD, Planned Development District for a Office Center, in part, to LR, Local Retail District on Lots 2A and 2B, Block 1, Corporate Plaza, Section 20, City and County of Midland, Texas.

Generally located at the northwest corner of the intersection of Corporate Drive and Edwards Street. (Council District 2)

LEGEND

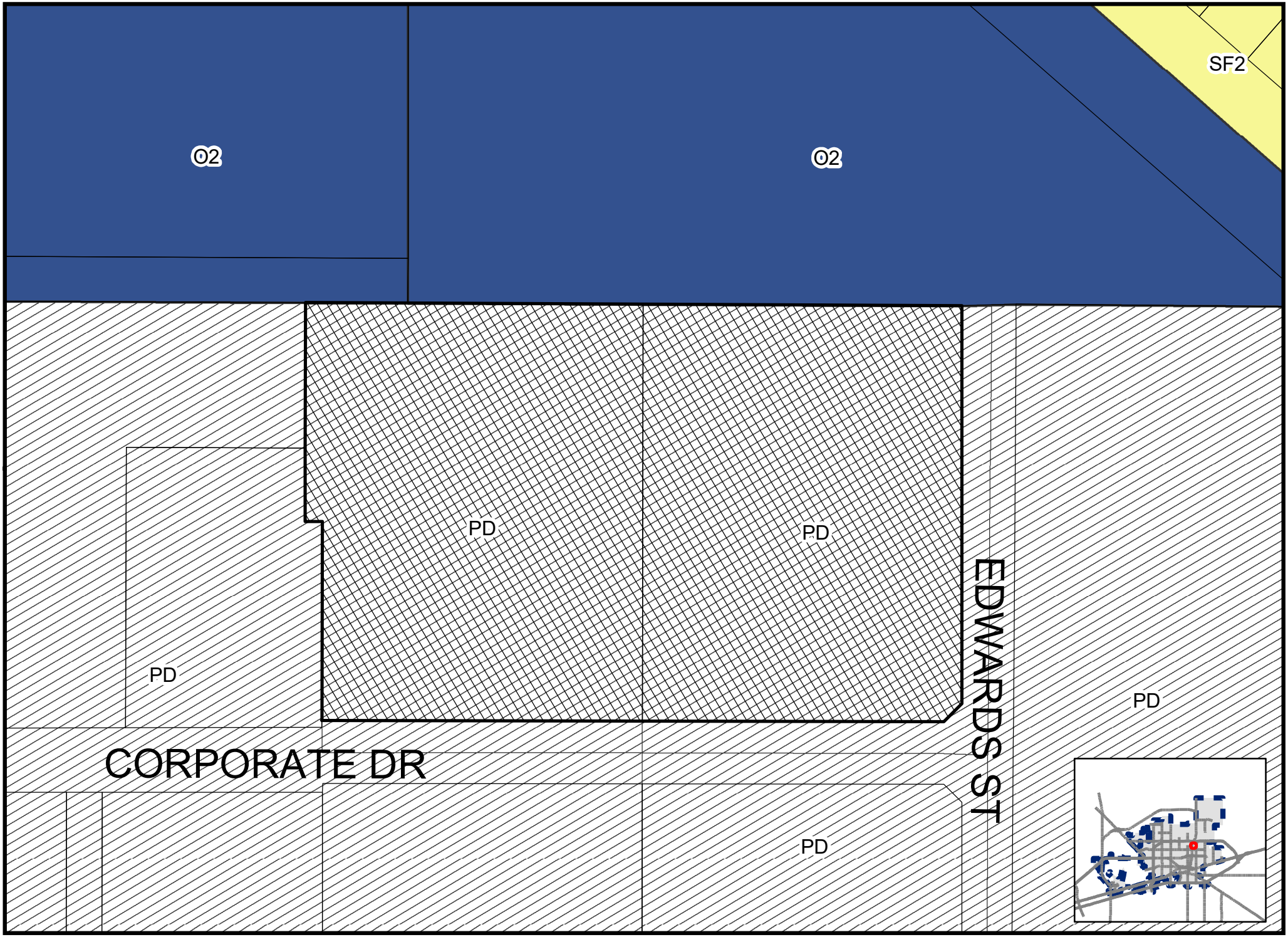
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



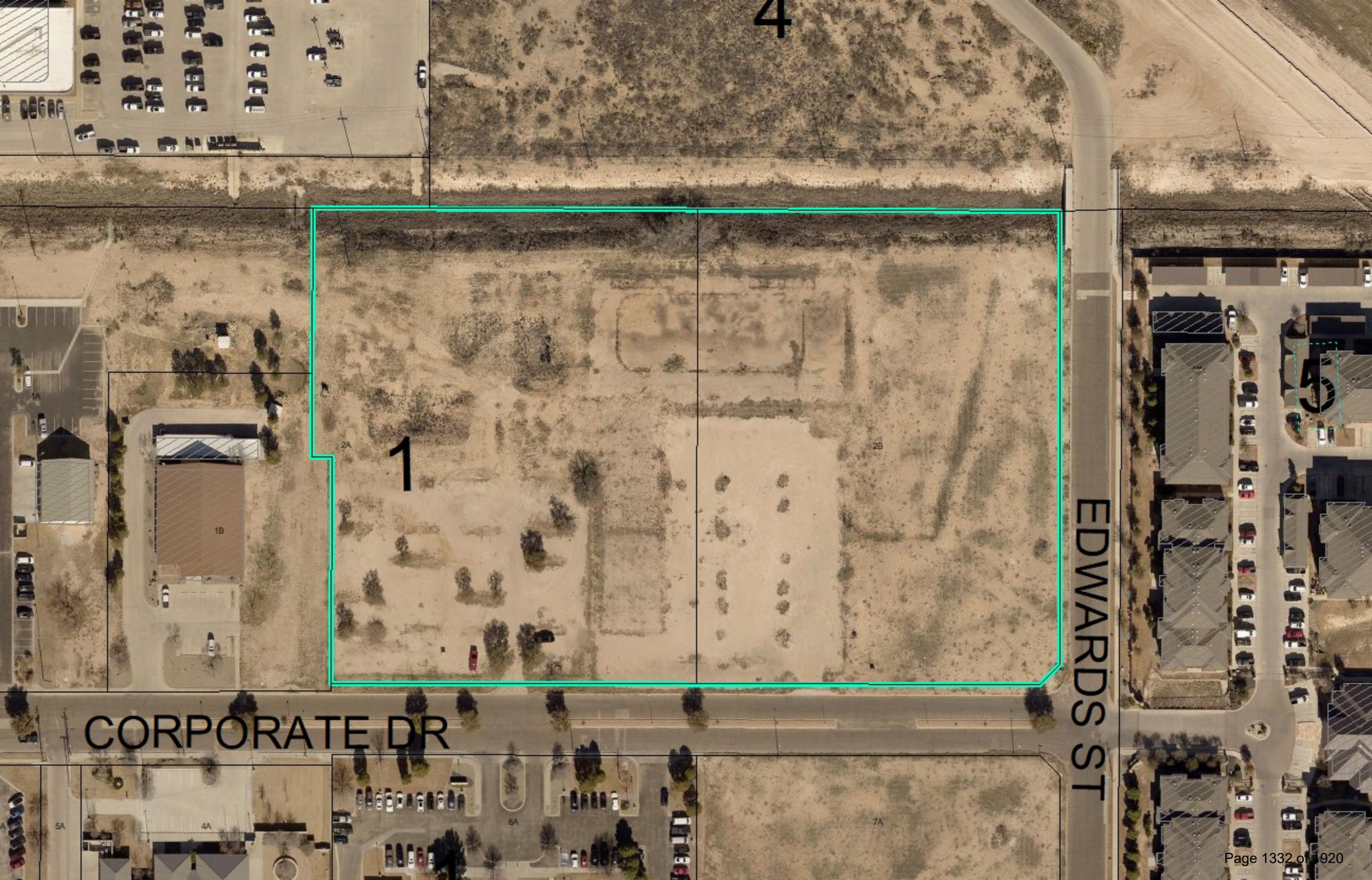
Map by BM, 10/27/2025

Z-25-0453

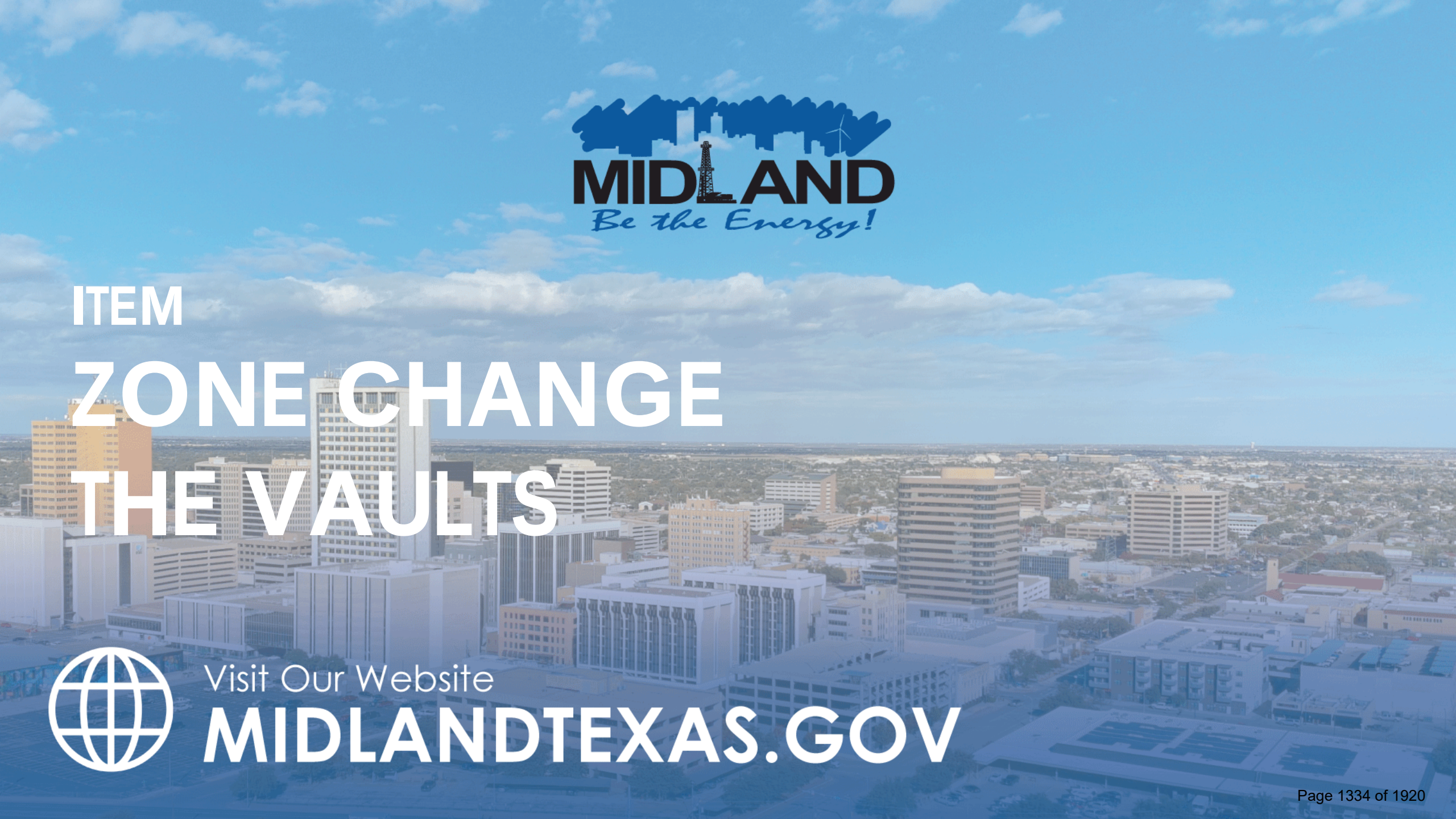
Scale: 1" = 135'

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 MADE BASED ON THE USE OF THIS MAP.

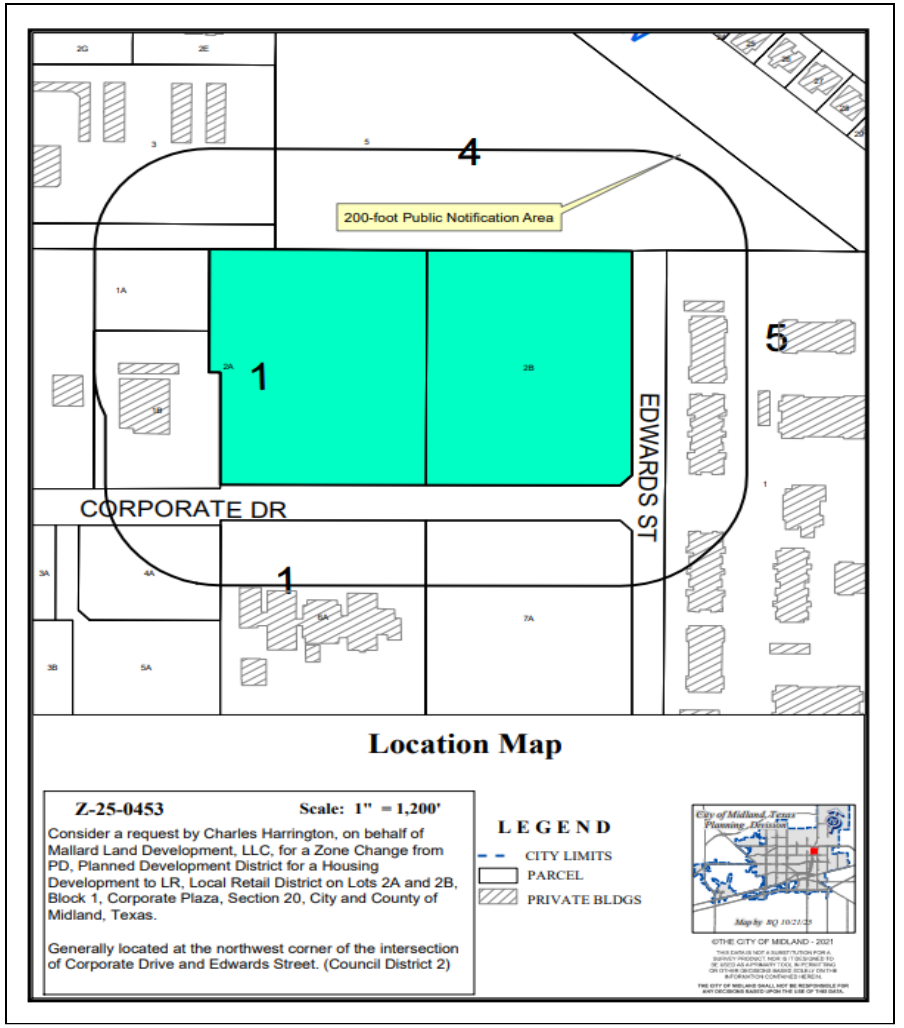

4
1
2A
2B
1A
1B
5
EDWARDS ST
CORPORATE DR
5A
4A
6A
7A




MIDLAND
Be the Energy!
ITEM
ZONE CHANGE
THE VAULTS
Visit Our Website
MIDLANDTEXAS.GOV

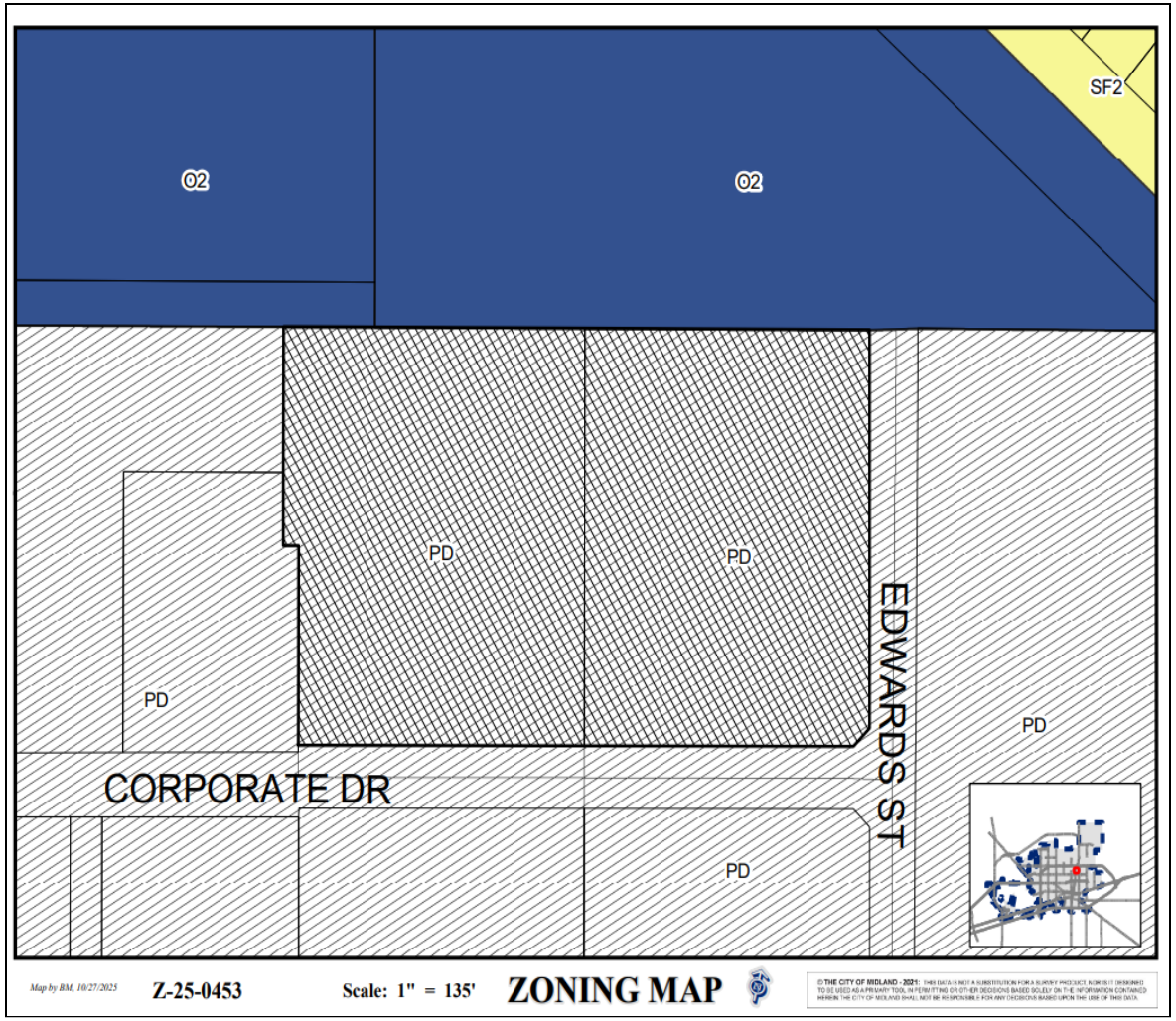
APPLICATION SUMMARY

- **Property Owner:** Mallard Land Development, LLC
- **Representative:** Charles Harrington
- **Location:** 205 and 225 Corporate Drive (Council District 2)
- **Reason for Request:** For future mixed use development of a luxury storage facility



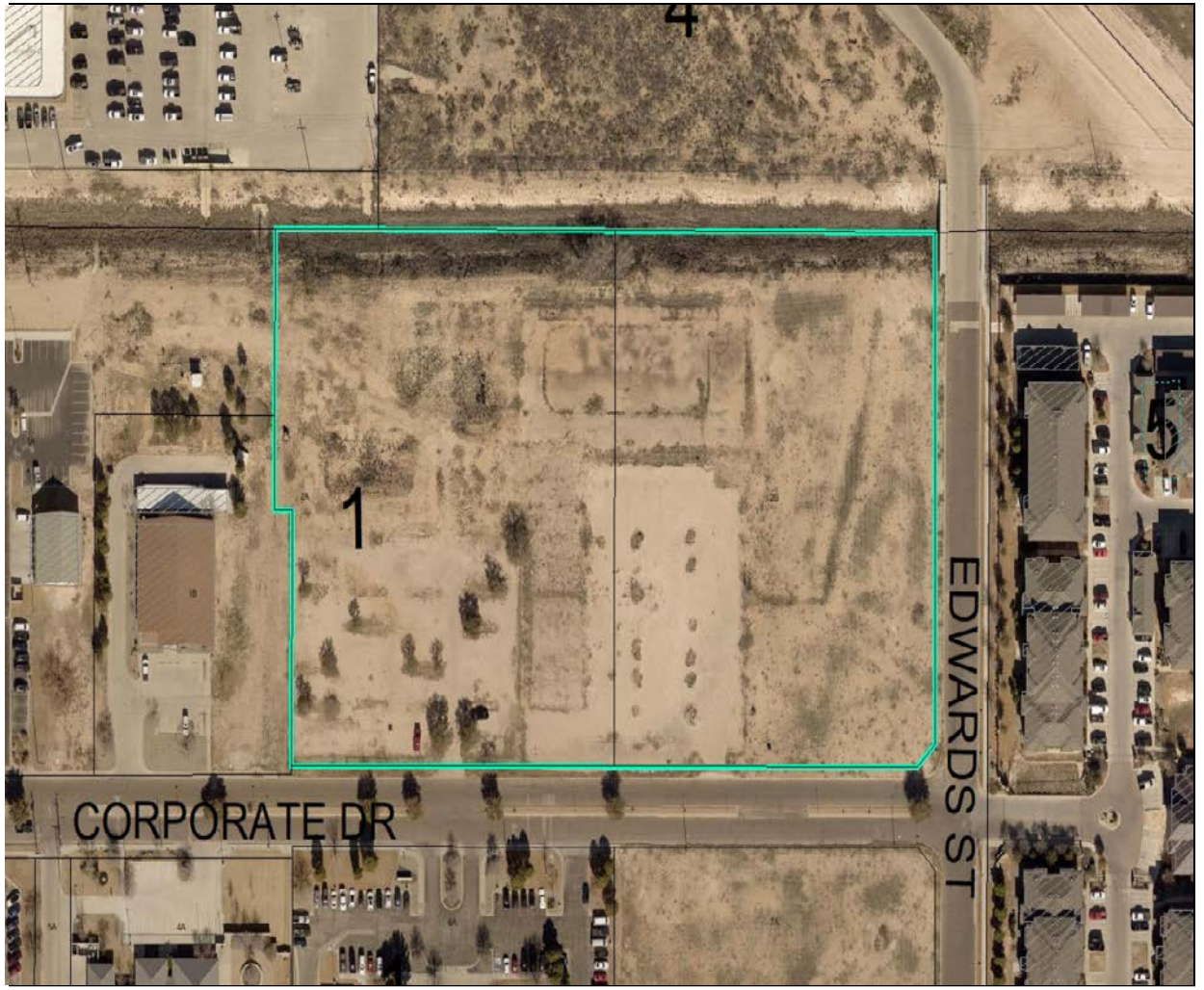
ZONING

- **Current Zoning:** PD, Planned Development District for an Office Center, in part, and PD, Planned Development District for a Housing Development, in part
- **Surrounding Zoning:**
  - **North:** O-2, Office District
  - **South/West:** PD, Planned Development District for an Office Center
  - **East:** PD, Planned Development District for a Housing Development
- **Proposed Zoning:** LR, Local Retail District



LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North:** Vacant Land
  - **South:** Vacant Land and a Medical Facility
  - **East:** Apartment Complex
  - **West:** Office Building
- **Proposed Use:** Luxury Storage Facility with a Clubhouse and an Outdoor Patio





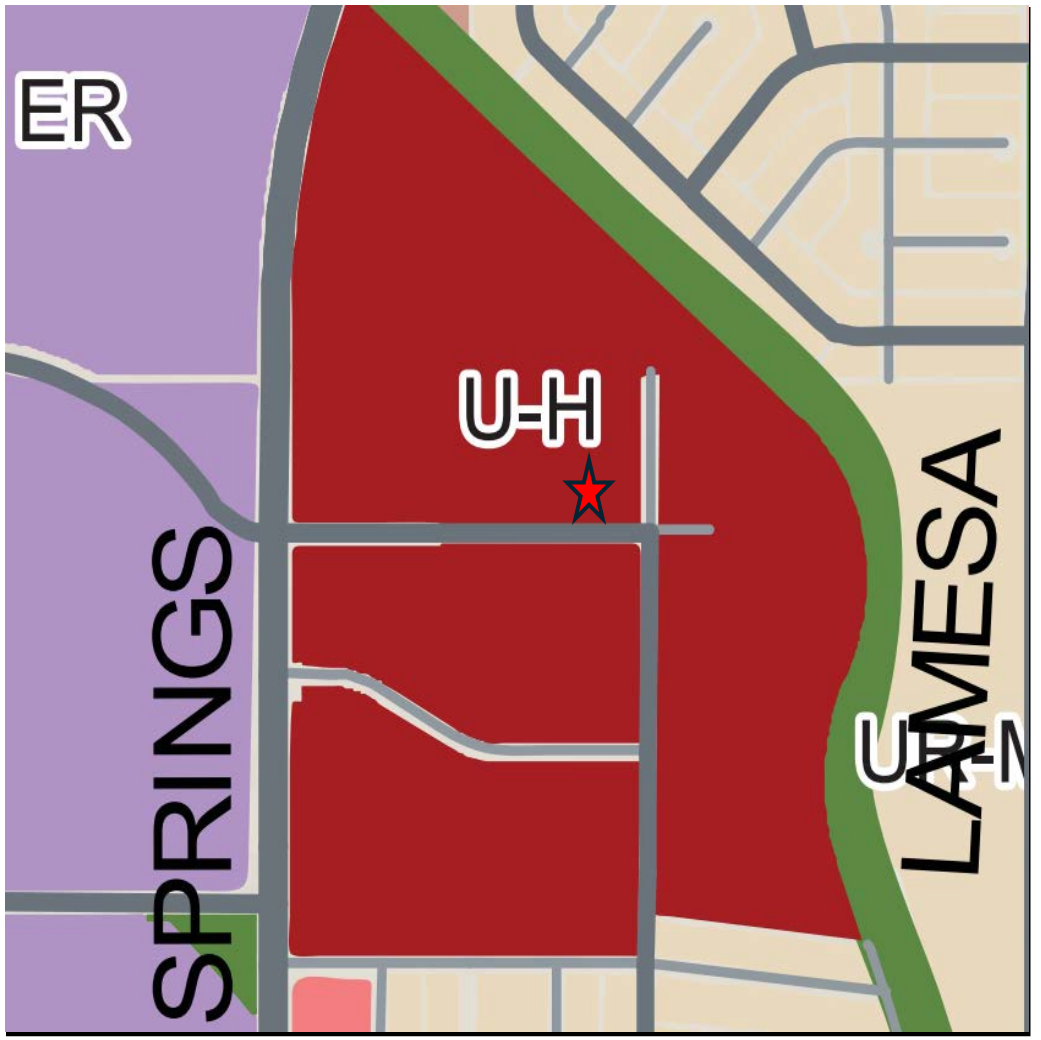
On Corporate Drive, Looking North

5

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-High (U-H)
- **Supported Uses:** A mix of complementary uses, including multi-family residential, large offices, medical buildings, regional commercial, limited industrial, institutional uses such as churches, schools, or hospitals, and other regional attractors.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

STAFF'S RECOMMENDATION

- No objections were received.
- The Planning & Zoning Commission recommended approval of this request on November 3, 2025.
- Staff recommends approval of this request.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 38.
Meeting Date: December 16, 2025
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1, 2, AND 3, BLOCK 127, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST KENTUCKY AVENUE AND SOUTH LAMESA ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD NOVEMBER 18, 2025)

Purpose:
Mayra Navarrete, on behalf of Maria Luisa Gardea, is requesting a Zone Change from RR, Regional Retail District, to SF-3, Single-Family Dwelling District for the construction of single-family housing on properties located at 400, 402, 404 South Lamesa Street.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

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, to the east and south are zoned RR, Regional Retail District. Land use to the north, east, and south consists of vacant lots. The property to the west is zoned SF-3, Single-Family Dwelling District, and the

land use is single-family housing.

Analysis:

The subject properties are located at 400, 402, and 404 South Lamesa Street. The property is currently zoned RR, Regional Retail District. The applicant is requesting a zone change to SF-3, Single-Family Dwelling District, which would allow for the construction of a single-family residence. Thess vacant lots are located in a residential neighborhood that is developed with single-family housing. Changing this zoning would help the future residential development of this area. The property meets the minimum lot dimension requirements of the SF-3, Single-Family Dwelling District, zoning [Midland City Code 5.04]. A special exception for the corner lot at 400 S Lamesa was recently approved which granted a reduced minimum lot width for a corner lot from the required 55 feet ot 50 feet.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban Residential-Medium (UR-M). This designation calls for any single-family zoning 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 comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant’s information only.]

No objection to zone change. [For the Applicant’s information only.]

Planning: (Approved)

Staff recommends approval of this Zone Change from RR, Regional Retail District, to SF-3, Single-Family Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of November 7, 2025.

Attachments:

A. ORDINANCE - Z-25-0442.RR to SF-3 Ord
B. Z-25-0442. Combined Docs
C. CC, - - 400, 402, 404 S Lamesa, Zone Change Request

Kathy Rauda, City Secretary Created/Initiated - 11/18/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1, 2, AND 3, BLOCK 127, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST KENTUCKY AVENUE AND SOUTH LAMESA ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 1, 2, and 3, Block 127, Southern Addition, City and County of Midland, Texas (the "Property"), to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from RR, Regional Retail District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; 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., 2025, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Maria Luisa Gardea		Phone (432) 813-3042 Email	
Address 403 Waverly Dr	City Midland	State TX	Zip 79703

Property Owner Printed Name: Maria Luisa Gardea		Phone (432) 813-3042 Email	
Address 403 Waverly Dr	City Midland	State TX	Zip 79703

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Mayra Navarrete		Phone (432) 352-9226 Email mayra@westtexhomes.com	
Address 707 S Mineola	City Midland	State TX	Zip 79701

Street Address: 400, 402, 404 S Lamesa Rd Midland, Tx 79701

Legal Description
Lot: Block: Subdivision:

Current Zoning: RR

Proposed Zone: Residential - Single Family SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To Sale property

Present Use of Property: Vacant Undeveloped

Proposed Use of Property: Single Family Residential

How would this zone change affect the public health, safety and welfare? No

Describe how conditions affecting the property have changed since present zoning designation: N/A

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): x Ma Luisa Gardea	Date: 8/15/25
Applicant (printed): Maria Luisa Gardea	
Property Owner (signature): x Ma Luisa Gardea	Date: 8/15/25
Property Owner (printed) : Maria Luisa Gardea	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

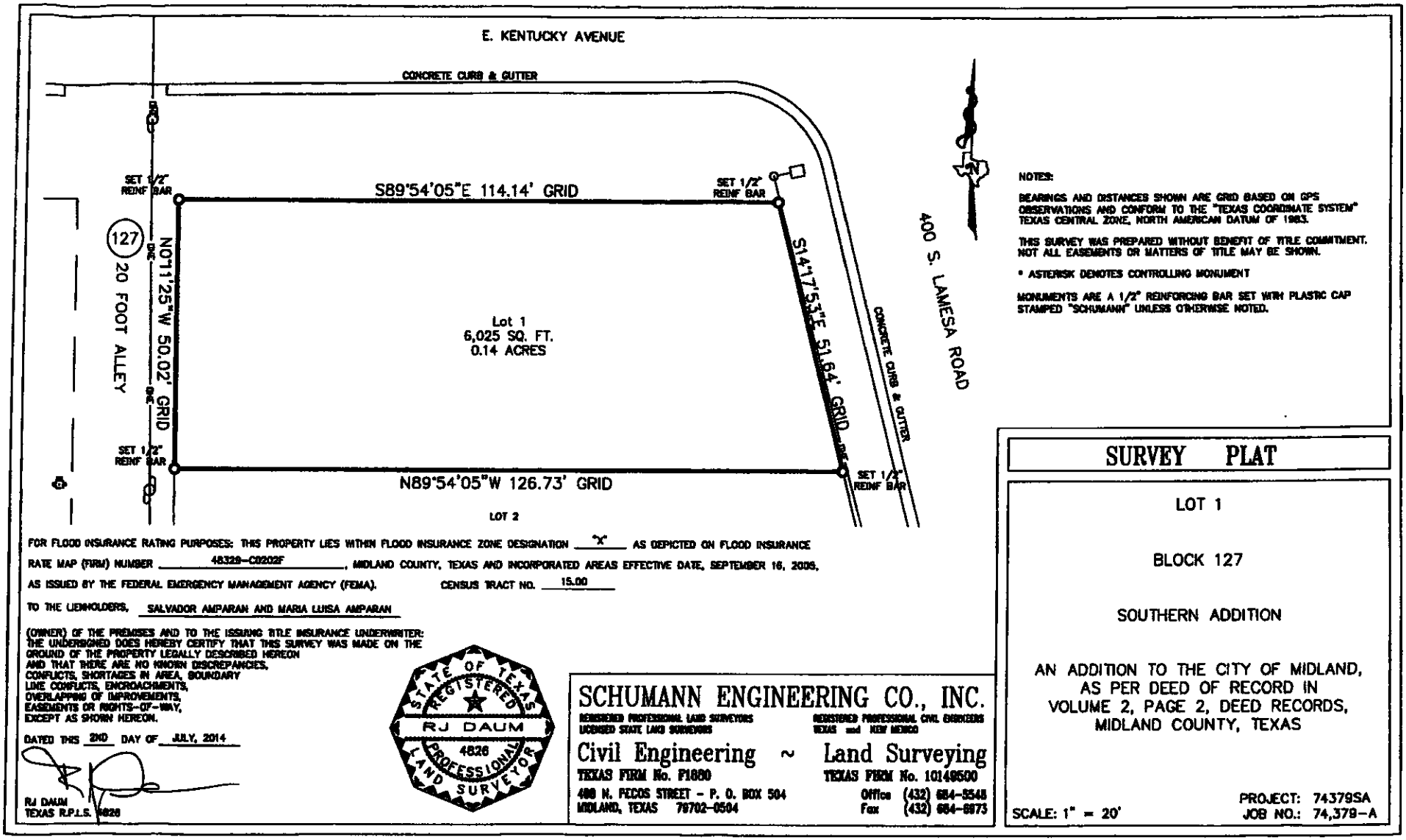
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☒ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 1382	RECEIVED
Received By:	Date: AUG 19 2025
	Initial:

****Application will not be considered for scheduling until reviewed by a planner.****



NOTES:

BEARINGS AND DISTANCES SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

* ASTERISK DENOTES CONTROLLING MONUMENT

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

FOR FLOOD INSURANCE RATING PURPOSES: THIS PROPERTY LIES WITHIN FLOOD INSURANCE ZONE DESIGNATION "X" AS DEPICTED ON FLOOD INSURANCE RATE MAP (FIRM) NUMBER 48329-C0202F, MIDLAND COUNTY, TEXAS AND INCORPORATED AREAS EFFECTIVE DATE, SEPTEMBER 16, 2009, AS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). CENSUS TRACT NO. 15.00

TO THE LIENHOLDERS, SALVADOR AMPARAN AND MARIA LUISA AMPARAN

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 2ND DAY OF JULY, 2014

RJ DAUM
TEXAS R.P.L.S. 4826

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

SCHUMANN ENGINEERING CO., INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
LICENSED STATE LAND SURVEYORS
REGISTERED PROFESSIONAL CIVIL ENGINEERS
TEXAS and NEW MEXICO
Civil Engineering ~ Land Surveying
TEXAS FIRM No. F1880
TEXAS FIRM No. 10149500
400 N. PECOS STREET - P. O. BOX 504
MIDLAND, TEXAS 79702-0504
Office (432) 684-5548
Fax (432) 684-6973

SURVEY PLAT

LOT 1

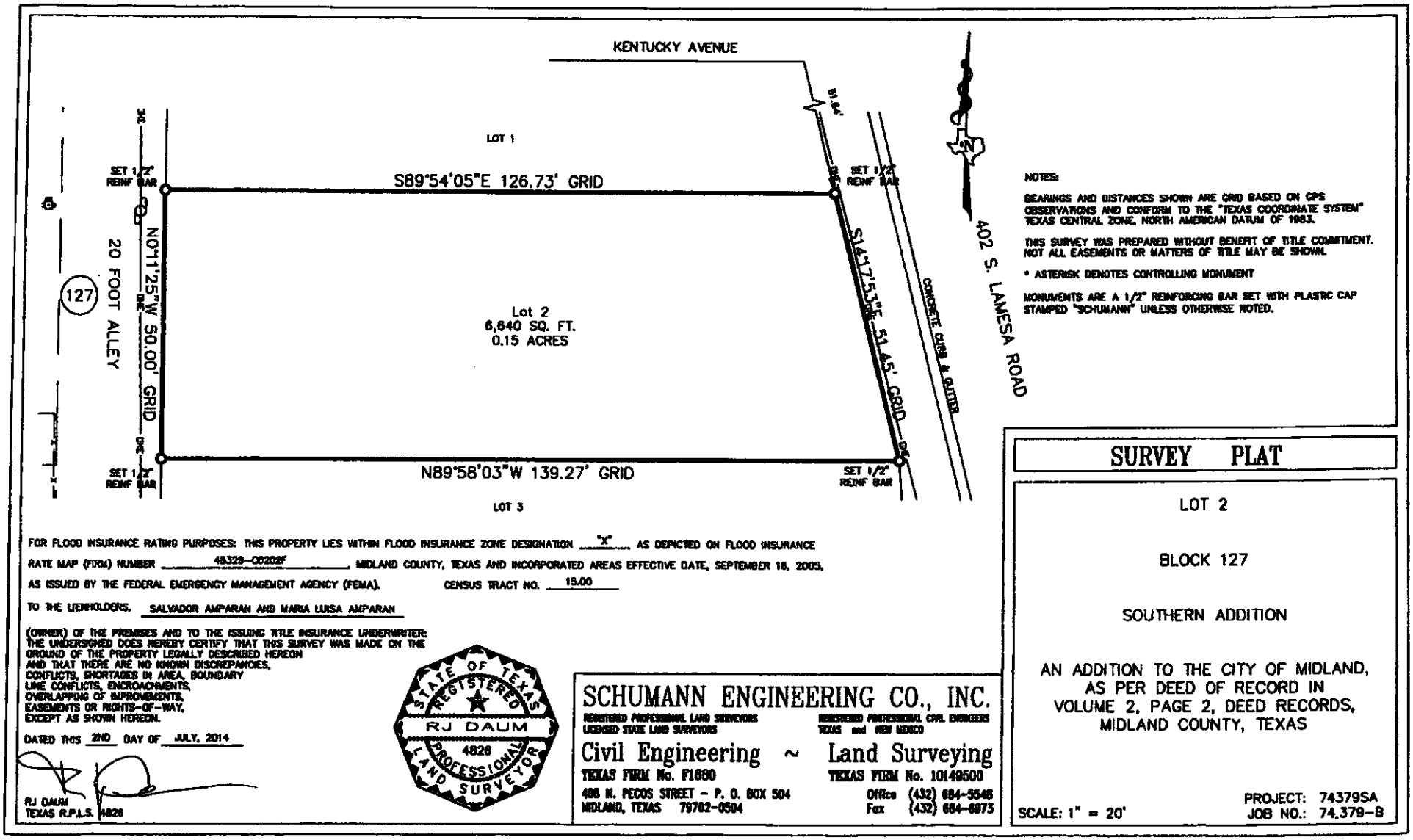
BLOCK 127

SOUTHERN ADDITION

AN ADDITION TO THE CITY OF MIDLAND, AS PER DEED OF RECORD IN VOLUME 2, PAGE 2, DEED RECORDS, MIDLAND COUNTY, TEXAS

SCALE: 1" = 20'

PROJECT: 74379SA
JOB NO.: 74,379-A



NOTES:

BEARINGS AND DISTANCES SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

* ASTERISK DENOTES CONTROLLING MONUMENT

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

FOR FLOOD INSURANCE RATING PURPOSES: THIS PROPERTY LIES WITHIN FLOOD INSURANCE ZONE DESIGNATION "X" AS DEPICTED ON FLOOD INSURANCE RATE MAP (FIRM) NUMBER 48329-C0202F, MIDLAND COUNTY, TEXAS AND INCORPORATED AREAS EFFECTIVE DATE, SEPTEMBER 16, 2005, AS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). CENSUS TRACT NO. 15.00

TO THE LIENHOLDERS, SALVADOR AMPARAN AND MARIA LUISA AMPARAN

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 2ND DAY OF JULY, 2014

RJ DAUM
TEXAS R.P.L.S. 4826

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

SCHUMANN ENGINEERING CO., INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
LICENSED STATE LAND SURVEYORS
REGISTERED PROFESSIONAL CIVIL ENGINEERS
TEXAS and NEW MEXICO
Civil Engineering ~ Land Surveying
TEXAS FIRM No. F1660
TEXAS FIRM No. 10149500
408 N. PECOS STREET - P. O. BOX 504
MIDLAND, TEXAS 79702-0504
Office (432) 684-5548
Fax (432) 684-6873

SURVEY PLAT

LOT 2

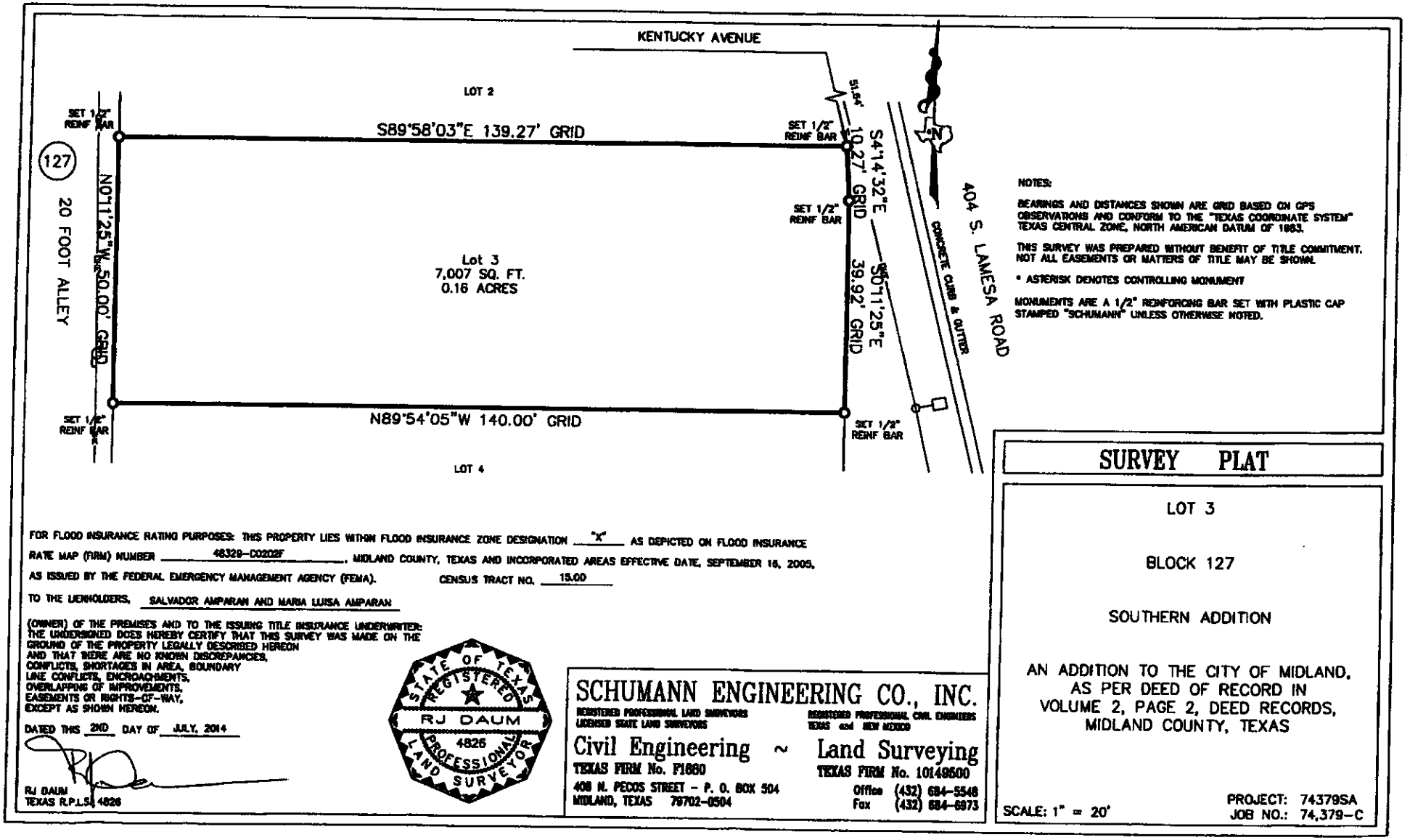
BLOCK 127

SOUTHERN ADDITION

AN ADDITION TO THE CITY OF MIDLAND, AS PER DEED OF RECORD IN VOLUME 2, PAGE 2, DEED RECORDS, MIDLAND COUNTY, TEXAS

SCALE: 1" = 20'

PROJECT: 74379SA
JOB NO.: 74,379-8



NOTES:

BEARINGS AND DISTANCES SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

* ASTERISK DENOTES CONTROLLING MONUMENT

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

FOR FLOOD INSURANCE RATING PURPOSES: THIS PROPERTY LIES WITHIN FLOOD INSURANCE ZONE DESIGNATION "X" AS DEPICTED ON FLOOD INSURANCE RATE MAP (FIRM) NUMBER 48329-C0202F, MIDLAND COUNTY, TEXAS AND INCORPORATED AREAS EFFECTIVE DATE, SEPTEMBER 18, 2005, AS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). CENSUS TRACT NO. 15.00

TO THE LIENHOLDERS, SALVADOR AMPARAN AND MARIA LUISA AMPARAN

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 2ND DAY OF JULY, 2014

RJ DAUM
TEXAS R.P.L.S. 4826

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

SCHUMANN ENGINEERING CO., INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
LICENSED STATE LAND SURVEYORS
REGISTERED PROFESSIONAL CIVIL ENGINEERS
TEXAS and NEW MEXICO
Civil Engineering ~ Land Surveying
TEXAS FIRM No. F1660
TEXAS FIRM No. 10149500
408 N. PECOS STREET - P. O. BOX 504
MIDLAND, TEXAS 79702-0504
Office (432) 684-5548
Fax (432) 684-6973

SURVEY PLAT

LOT 3

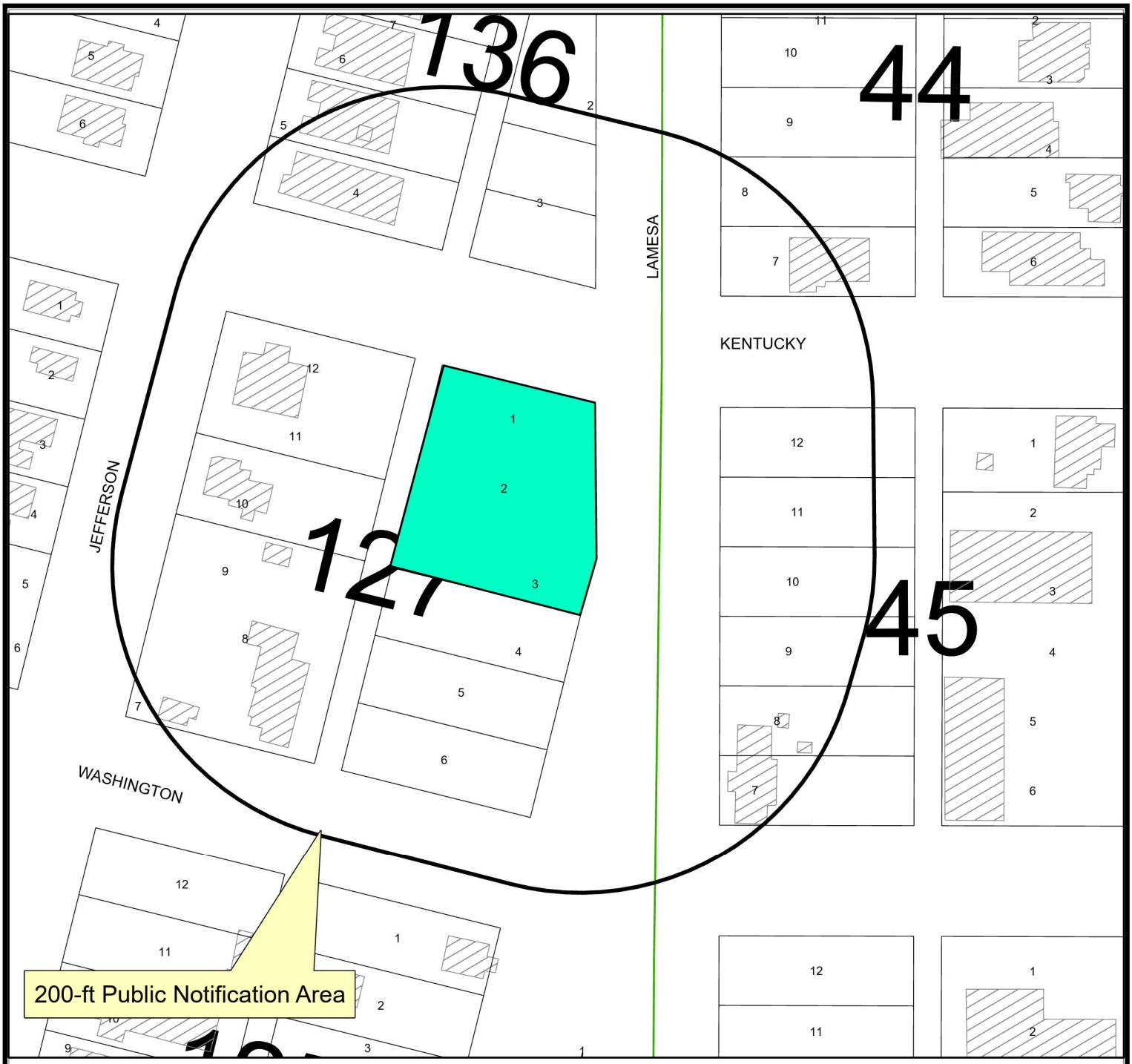
BLOCK 127

SOUTHERN ADDITION

AN ADDITION TO THE CITY OF MIDLAND, AS PER DEED OF RECORD IN VOLUME 2, PAGE 2, DEED RECORDS, MIDLAND COUNTY, TEXAS

SCALE: 1" = 20'

PROJECT: 74379SA
JOB NO.: 74,379-C



Location Map

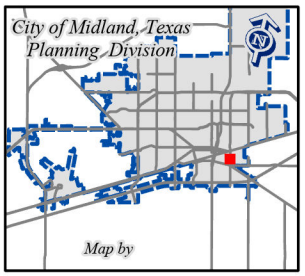
Z-25-0442 **Scale: 1" = 102 '**

Consider a request by Fathom Realty, on behalf of Maria Luisa Gardea, for a Zone Change from RR, Regional Retail District, to SF-3, Single-Family Dwelling District, on Lots 1, 2, and 3, Southern Addition, City and County of Midland, Texas.

Generally located at the Northeast corner of East Kentucky Avenue and South Lamesa Street. (Council District 2)

LEGEND

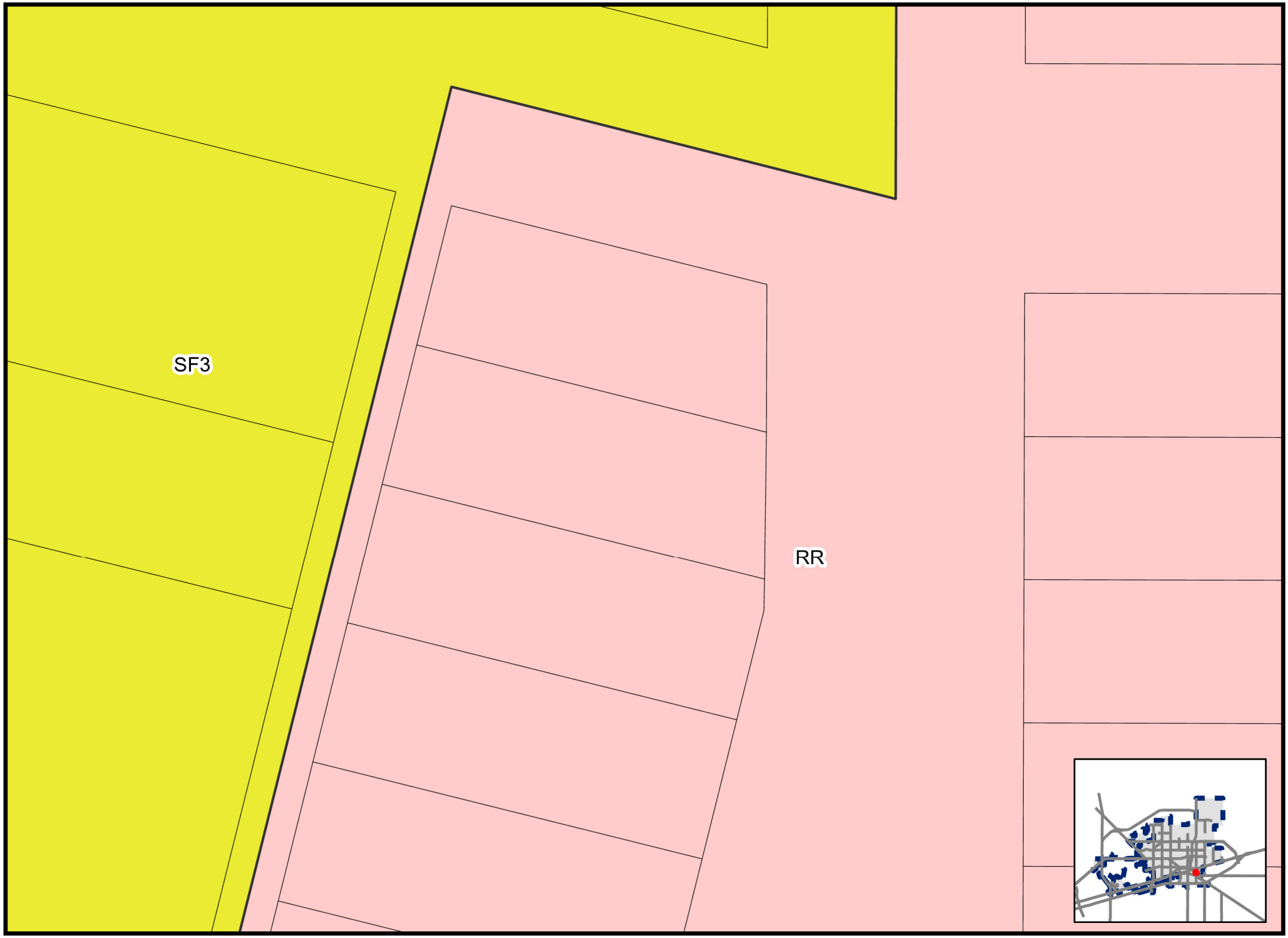
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Created: 9/10/2025

Z-25-0442

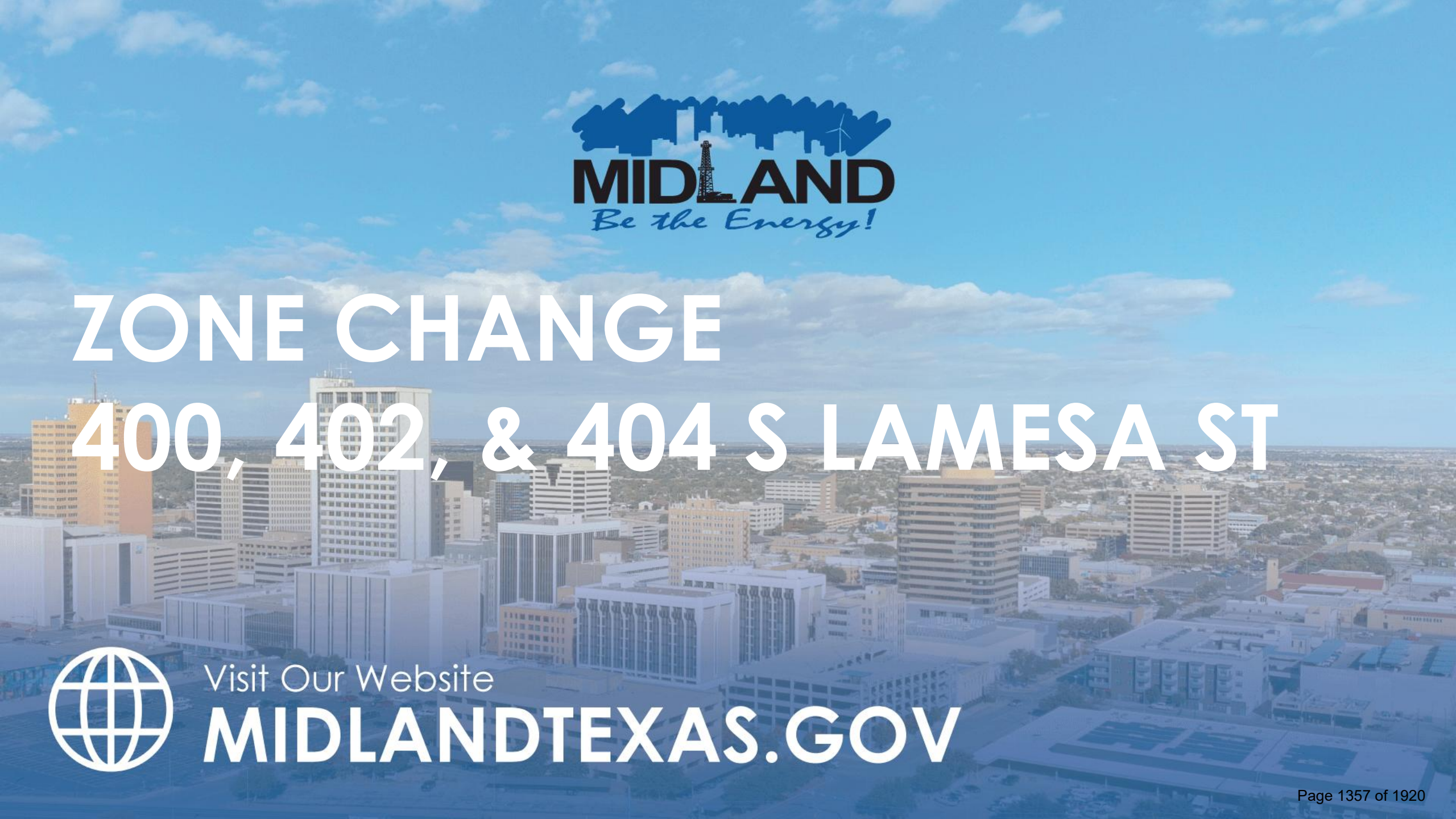
Scale: 1" = 42 '

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 DEFICIENCIES IN THE USE OF THIS

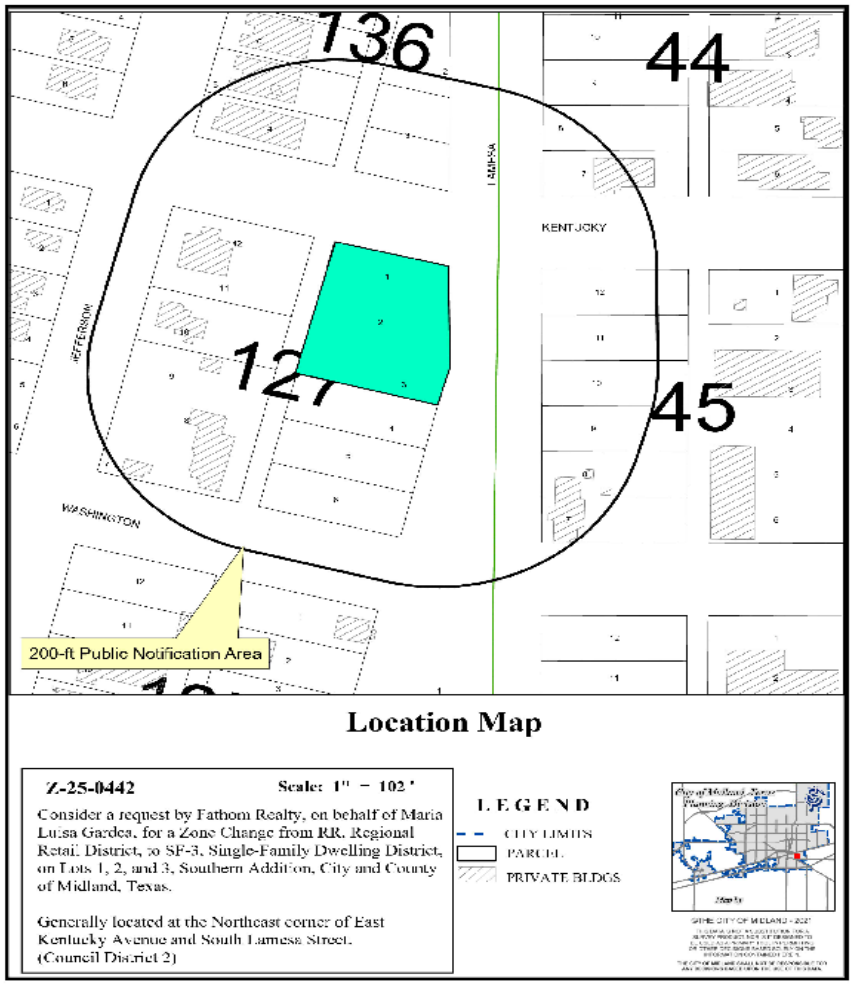

135
136
44
MARSHALL
LEE
KENTUCKY
128
JEFFERSON
127
45
LAMESA
WASHINGTON
124


FOR SALE


MIDLAND
Be the Energy!
ZONE CHANGE
400, 402, & 404 S LAMESA ST
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

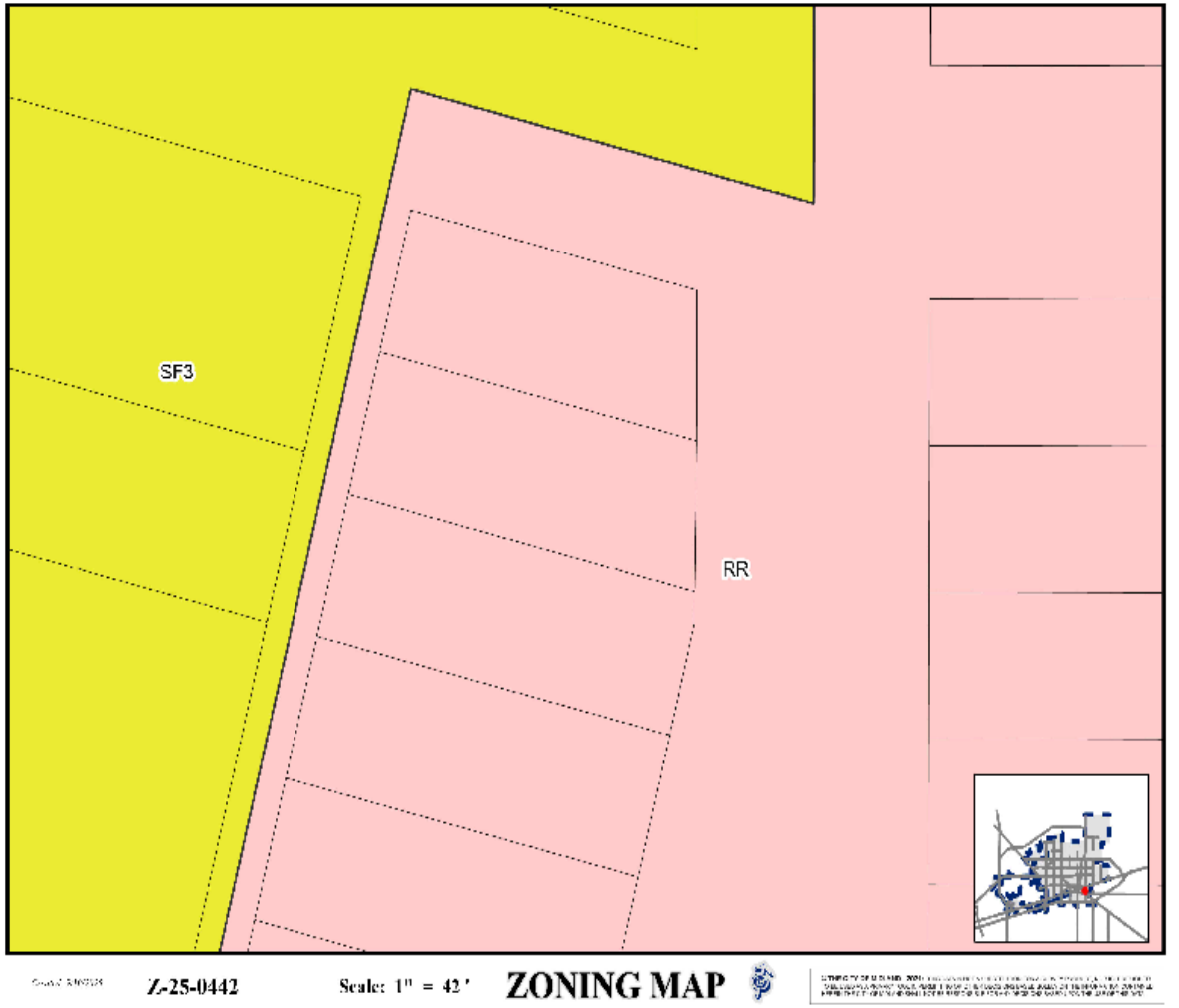
- **Applicant:** Mayra Navarrete with Fathom Realty
- **Property Owner:** Maria Luisa Gardea
- **Location:** 400, 402, and 404 South Lamesa Street (Council District 2)
- **Reason for Request:** To construct a single-family dwelling



MIDLAND
Be the Energy!

ZONING

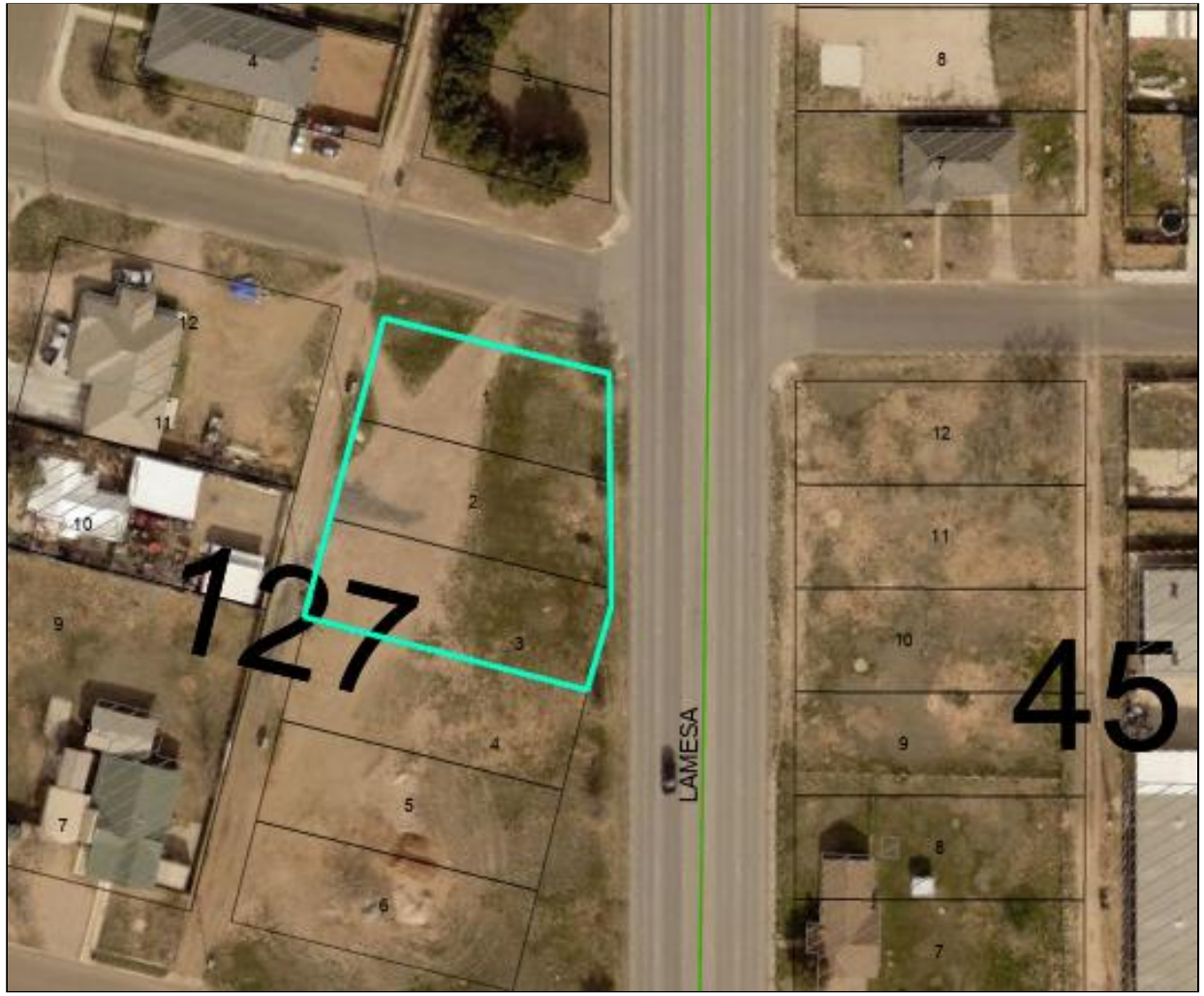
- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North:** RR, Regional Retail District and SF-3, Single-Family Dwelling District
  - **South & West:** RR, Regional Retail District
  - **West:** SF-3, Single-Family Dwelling District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant
- **Surrounding Uses**
  - **North/East/South:** Vacant Lots
  - **West:** Single-Family Housing and Vacant Lots
    Proposed Use: Single-Family Dwelling
- **Proposed Use:** Single-Family Dwelling





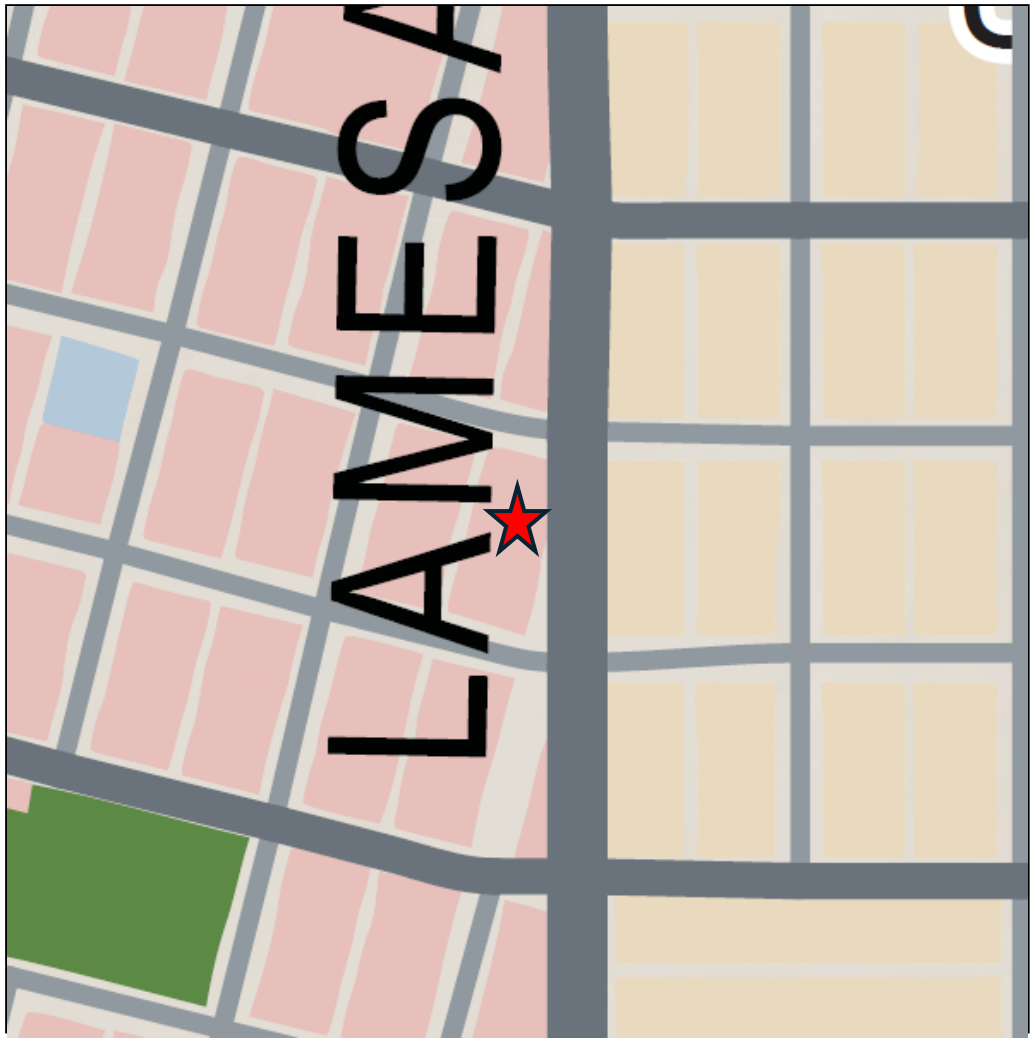
On East Kentucky Avenue, Looking South

5

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

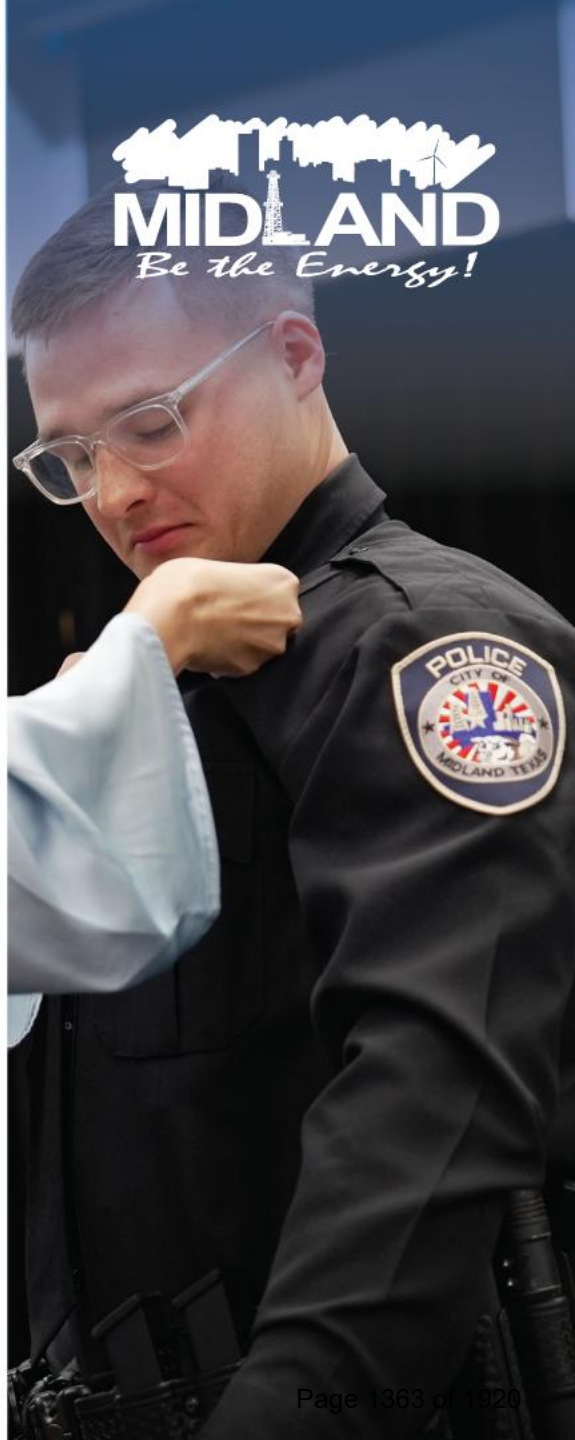
- **Land Use Designation:** Urban Medium (U-M)
- **Supported Uses:** Supporting uses include a mix of residential use, schools, churches, and low-dense commercial.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

RELATED ITEMS

- In addition to the zone change request, 400 South Lamesa went through the special exception process. This was approved by City Council on October 14, 2025 and October 28, 2025.



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission approved of this request on November 17, 2025.
- Staff recommends approval of this request.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 39.
Meeting Date: December 16, 2025
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 15, BLOCK 1, TIMBER WOLF ESTATES, SECTION 2, CITY OF MIDLAND, MARTIN COUNTY, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO MH, MANUFACTURED HOUSING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF JADAN KATE ROAD, APPROXIMATELY 540 FEET WEST OF ELKINS ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Michael Miller is requesting a Zone Change from AE, Agricultural Estate District, to MH, Manufactured Housing District for the placement of a manufactured home on the property at 3901 Jadan Kate Road.

Recommended Action:
Deny

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

AE, Agricultural Estate District

Surrounding Zoning and Land Use:

The properties to the north, east, and west are zoned AE, Agricultural Estate District, to the south is PD, Planned Development District for a Housing Development. Land use to the north, east, and south consists of single-family housing. The property to the west is vacant land.

Analysis:

The subject property is located at 3901 Jadan Kate Road. The property is currently zoned AE, Agricultural Estate District. The applicant is requesting a zone change to MH, Manufactured Housing District, which would allow for the manufactured home that the applicant built on the property without obtaining a building permit. He is doing this to rectify the situation.

However, the Tall City Tomorrow Comprehensive Plan designates this area as ER, Employment Reserve. Potential zonings for this include TP, Technology Park District and BP, Business Park District. The area is meant to function as an employment-focused center with major office, research, tech, and low-intensity industrial uses. The ER designation specifically states that lower density residential is an incompatible use within this area. Therefore, this request would not be compatible with the comprehensive plan.

Additionally, though the surrounding area has developed with single-family homes located on large lots (as they are zoned AE, Agricultural Estate District), there are no existing mobile homes in the area located in the City limits and no nearby MH zoning districts.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Code: (Approved with Conditions)

Depending on the zone change and if the manufactured home placement will be allowed. All manufactured homes require a Building permit, Electrical permit, and Plumbing permit to be installed on location. Each of these permits must be obtained by the related trade contractor who performs the work. These contractors must be registered with the City of Midland as active contractors. Corresponding inspections by Development Services staff will be required as part of the permitted project to verify code and ordinance compliance.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant’s information only.]

No objection to zone change. [For the Applicant’s information only.]

Planning: (Denial)

Staff recommends denial of this request due to the incompatibility with adjacent land uses, zoning, and nonconformance with the comprehensive plan.

Letters of Objection:

Staff has received 19 letters of objection as of December 5, 2025 with only one of those letters being from a property owner within the 200-foot notification buffer resulting in a 27.4% objection percentage. This means that this request requires a supermajority vote from City Council to be approved.

Attachments:

A. ORDINANCE - Z-25-0455.AE to MH Ord
B. Z-25-0455, Combined Docs
C. CC- - 3901 Jadan Kate

Angelina Bettanini, Development Services	Created/Initiated - 12/5/2025
Landon Ochoa, Development Services	Approved - 12/5/2025
Elizabeth Triggs, Development Services	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/6/2025
Jose Ortiz, City Manager	Approved - 12/6/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 15, BLOCK 1, TIMBER WOLF ESTATES, SECTION 2, CITY OF MIDLAND, MARTIN COUNTY, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO MH, MANUFACTURED HOUSING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF JADAN KATE ROAD, APPROXIMATELY 540 FEET WEST OF ELKINS ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, 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 15, Block 1, Timber Wolf Estates, Section 2, City of Midland, Martin County, Texas (the "Property"), to MH, Manufactured Housing District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from AE, Agricultural Estate District to MH, Manufactured Housing 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., 2025; 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., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0455

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Mike Miller Michael Miller		Phone (432)246-1204 Email ramirezrichard210@gamil.com	
Address 3901 Jadan Kate	City Midland	State Texas	Zip

Property Owner Printed Name: Mike Miller Michael Miller		Phone (432) 246-1204 Email 432 246-1204	
Address 3901 Jadan Kate	City Midland	State Texas	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Mike Miller Michael Miller		Phone (432) 246-1204 Email	
Address	City	State	Zip

Street Address: 3901 Jadan Kate

Legal Description
Lot: 15 Block: 1 Subdivision: Timberwolf Estates, Section 2

Current Zoning: AE	**Proposed Zone:** MH *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To be able to place a manufactured home on the property for single family use.
An error not allowing a manufactured home to placed on the property discovered by owners and the City of midland after the plat had been approved and recorded.

Present Use of Property: raw land

Proposed Use of Property: Single family home with animals - farm animals.

How would this zone change affect the public health, safety and welfare?
planned use of the property is for animals and single family home and is consistent with other properties in the area.

Describe how conditions affecting the property have changed since present zoning designation:
A manufactured home has been placed on 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): Michael S Miller Jr	Date: 11-6-25
Applicant (printed): Michael S. Miller Jr	
Property Owner (signature): Michael S Miller Jr	Date: 11-6-25
Property Owner (printed) : Michael S. Miller Jr	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

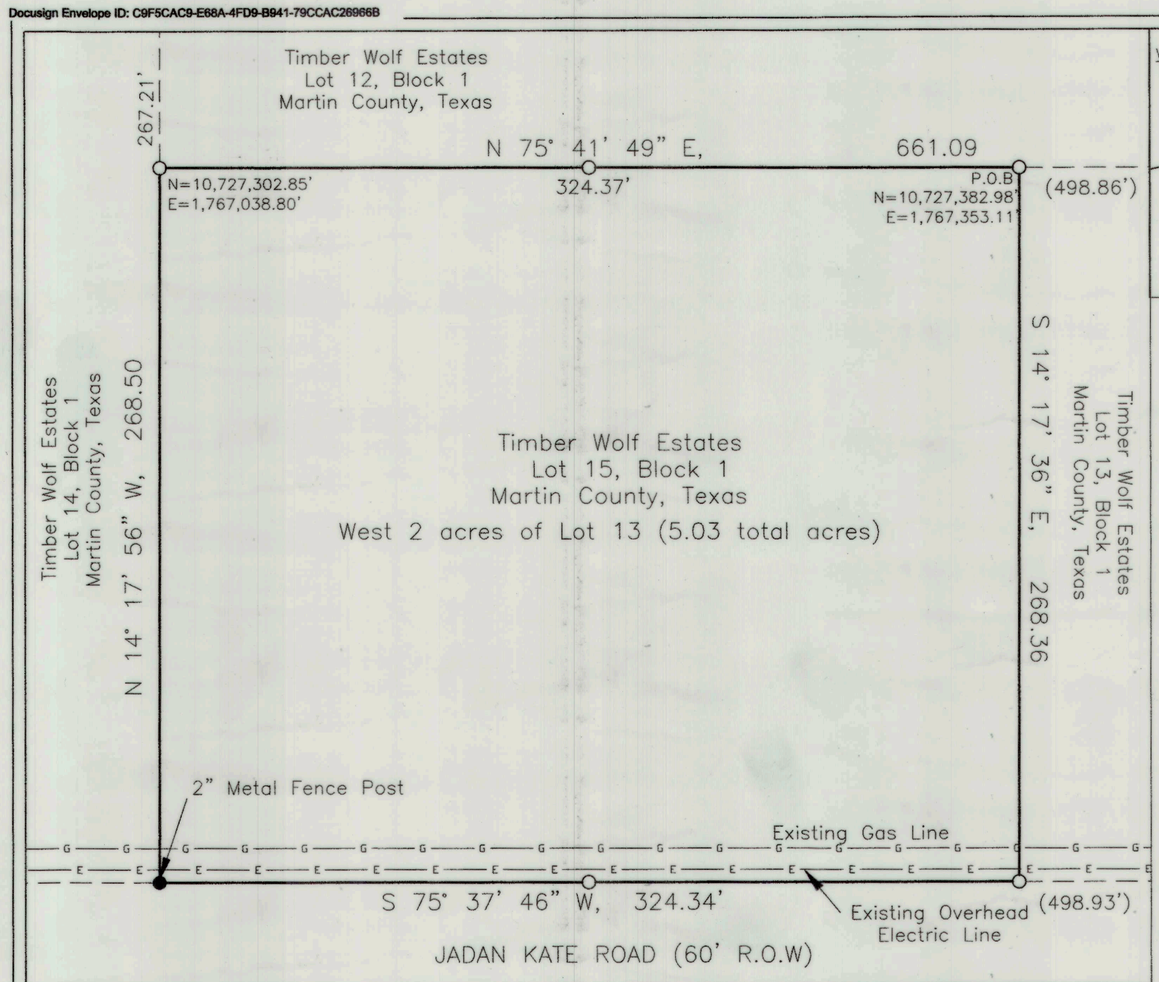
FOR OFFICE USE ONLY

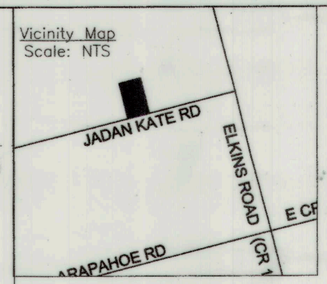
☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # INVOICE	
Received By: [signature]	Date: 11/6/2025

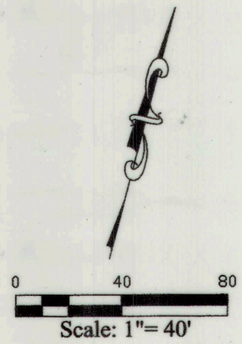
RECEIVED
NOV 06 2025
Initial: [initials]

****Application will not be considered for scheduling until reviewed by a planner.****

Docusign Envelope ID: C9F5CAC9-E68A-4FD9-B941-79CCAC26966B







0 40 80

Scale: 1"= 40'

LEGEND

- ○ = SET ½" IRON ROD
- ● = FOUND ½" IRON ROD "RPLS 5707"
- ——— ——— = EXISTING BOUNDARY LINE
- ——— = PLAT BOUNDARY LINE
- D.R.M.C.T = DEED RECORDS MIDLAND COUNTY TEXAS
- P.R.M.C.T = PLAT RECORDS MIDLAND COUNTY TEXAS

TIMBER WOLF ESTATES, SECTION 2
Being A Replat of
West Part of Lot 13, Block 1,
City of Midland, Martin County, Texas

BEING a 2.0 acre tract out of the West side of Lot 13, Block 1 Timber Wolf Estates as recorded in Volume 360, Page 562 Plat Records Martin County, Texas, and being more particularly described as follows:

BEGINNING (N= 10,727,382.98' & E= 1,767,353.11') at a ½" iron rod with cap marked "LUCHINI & MERTZ" set at the Northeast corner of said 2.0 acre tract from whence a ½" iron rod found at the Northeast corner of said Timber Wolf Estates bears North 75°41'49" East a distance of 498.86 feet to a ½" iron rod with cap marked "RPLS 5707" and North 14°18'14" West a distance of 2,290.05 feet;

THENCE South 14°17'36" East a distance of 268.36 feet to a ½" iron rod with plastic cap marked "LUCHINI & MERTZ" set at the Southeast corner of said 2.0 acre tract and being on the North Right of Way line of Jadan Kate Road;

THENCE South 75°37'46" West along the North Right Of Way line of said Jadan Kate Road a distance of 324.34 feet to a 2" metal fence post found at the Southwest corner of said 2.0 acre tract and being the Southwest corner of said Lot 13, from whence a ½" iron rod found bears South 75°37'46" West a distance of 743.35 feet:

THENCE North 14°17'56" West along the West line of said Timber Wolf Estates, and being the West line of said Lot 13 a distance of 268.50 feet to a ½" iron rod with plastic cap marked "LUCHINI & MERTZ" set at the Northwest corner of this:

THENCE South 75°41'49" East along the North line of said Lot 13 a distance of 324.37 feet to the Point Of Beginning containing 2.0 acres of land more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

That, WALTER G. KNIFFIN IV AND AUDREY M. KNIFFIN do here by adopt this Re-plat designating the herein above described property as, TIMBER WOLF ESTATES, SECTION 2, an addition to the City of Midland, County of Martin, Texas, and hereby dedicate to the public use forever the streets, alleys and easements shown thereon. WITNESS our hands at Midland, Texas,

this the 30th day of June, 2025.

WALTER G. KNIFFIN IV

Notes:

1. Survey Reconstruction filed in the Office of Luchini and Mertz Land Surveying Company.
2. 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.
3. According to the FEMA Flood Insurance Rate Map 48329C0100F, dated September 16, 2005 shows this property not to lie in a Special Flood Hazard Area.
4. All bearings and coordinates are based on the Texas Coordinate System of 1983, Central Zone.
5. Approval of a site plan by the City of Midland may be required before these lot(s) may be developed and before a building permat may be obtained
6. The installation of public improvements may be required by the City of Midland as such time as: (1) the 2.00-acre tract is re-platted for subdivision into more than three tracts or (2) the property is rezoned for a more intensive use.

This plat has been checked for accessibility of utilities:

Oncor Electric Delivery Company — DocuSigned by: Steven Hilliard 775E4D04F320447...

AT&T Texas — Signed by: Jerry Underwood 0161E8291AC0498...

ATMOS Energy — DocuSigned by: Cesar Padilla 853C1F5335CF442...

OPTIMUM — DocuSigned by: Luis Montez 8328EBD7E7F7416...

ASTOUND — Signed by: Vicki Byler 5A22EB4D11A14C1...

CERTIFICATE OF APPROVAL

For approval by the commission:
This is to certify that the above and foregoing plat of TIMBER WOLF ESTATES, SECTION 2 was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas on

this 4th day of August 2025.

Abraham Bejil – Chair

Landon Ochoa- Secretary

FILED FOR RECORD

THIS _____ DAY OF _____, 2025

AT _____ O'CLOCK AND _____ MINUTES

IN _____, MARTIN COUNTY PLAT RECORDS

COUNTY CLERK – MARTIN COUNTY TEXAS

_____ DEPUTY

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF MIDLAND

This plat was acknowledged before me on June 30th 2025.

by WALTER G. KNIFFIN IV

Traci McBride
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF MIDLAND

This plat was acknowledged before me on June 30th 2025.

by AUDREY M. KNIFFIN

Traci McBride
Notary Public, State of Texas

TRACI MCBRIDE
Notary Public, State of Texas
Comm. Expires 10-30-2028
Notary ID 132757202

STATE OF TEXAS REGISTERED Jeffrey D. Suiter 4650 PROFESSIONAL LAND SURVEYOR

SURVEYOR'S CERTIFICATE

KNOWN ALL BY THESE PRESENTS:
THAT I, JEFFREY SUITER, 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 PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS

JEFFREY D. SUITER
TX. R.P.L.S. #4650

PROFESSIONAL LAND SURVEYORS — Well Locations, Pipelines — LUCHINI & MERTZ — Boundary Surveys

TIMBER WOLF ESTATES, SECTION 2

Plat Filed For Record
City of Midland, Martin County, Texas

Document No. 2020-21420

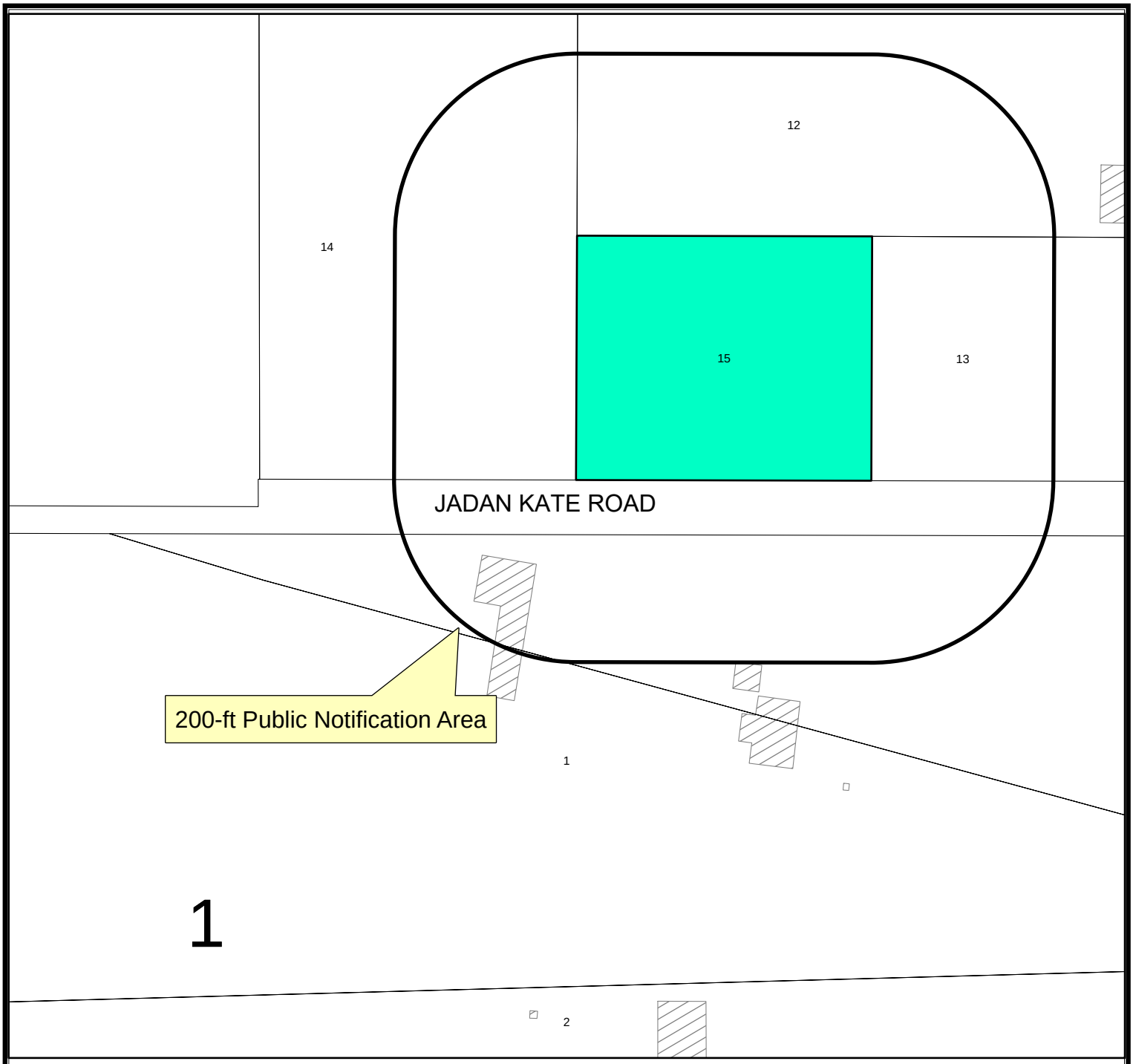
CABINET K PAGE 300

DATE 9/20/25

Walter Kniffin – 6801 Elkins Road Midland Texas, 79705 – 432-269-9961

Job Number: 250203PS --Drawn By: ZB 8-4-2025

Luchini & Mertz: 2805 W. Kentucky -- Midland, Texas -- (432) 684-6728 -- Firm# 10086500



Location Map

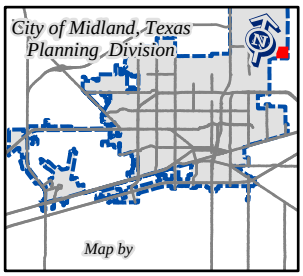
Z-25-0455 **Scale: 1" = 157 '**

Consider a request by Michael Miller for a Zone Change from AE, Agricultural Estate District to MH, Manufactured Housing District on Lot 15, Block 1, Timber Wolf Estates, Section 2, City of Midland, Martin County, Texas.

Generally located on the north side of Jadan Kate Road, approximately 540 feet west of Elkins Road. (Council District 1)

LEGEND

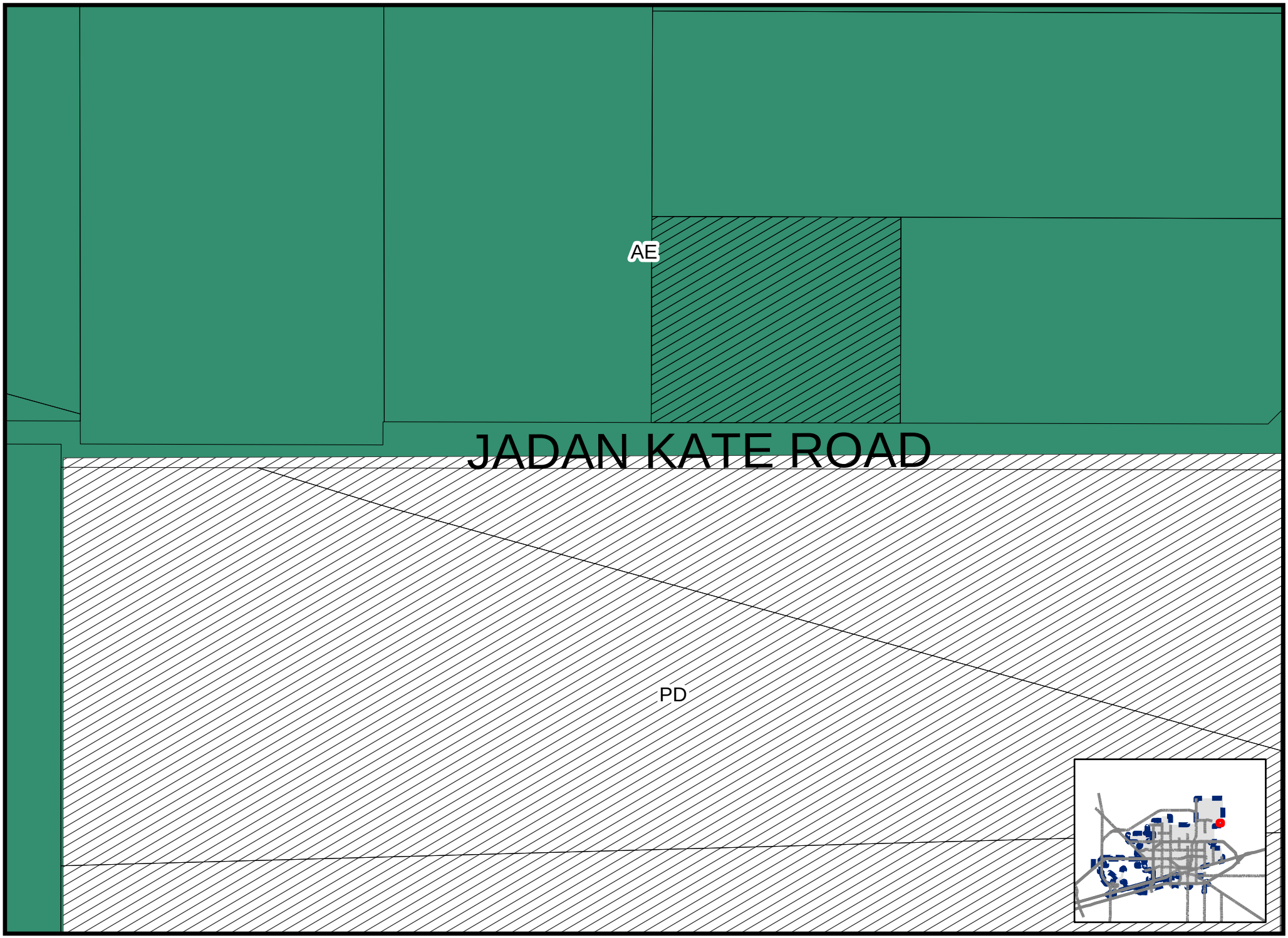
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA S NOT A SUBSTITUT ON FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITT NG 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.



Created: 11/12/2025

Z-25-0455

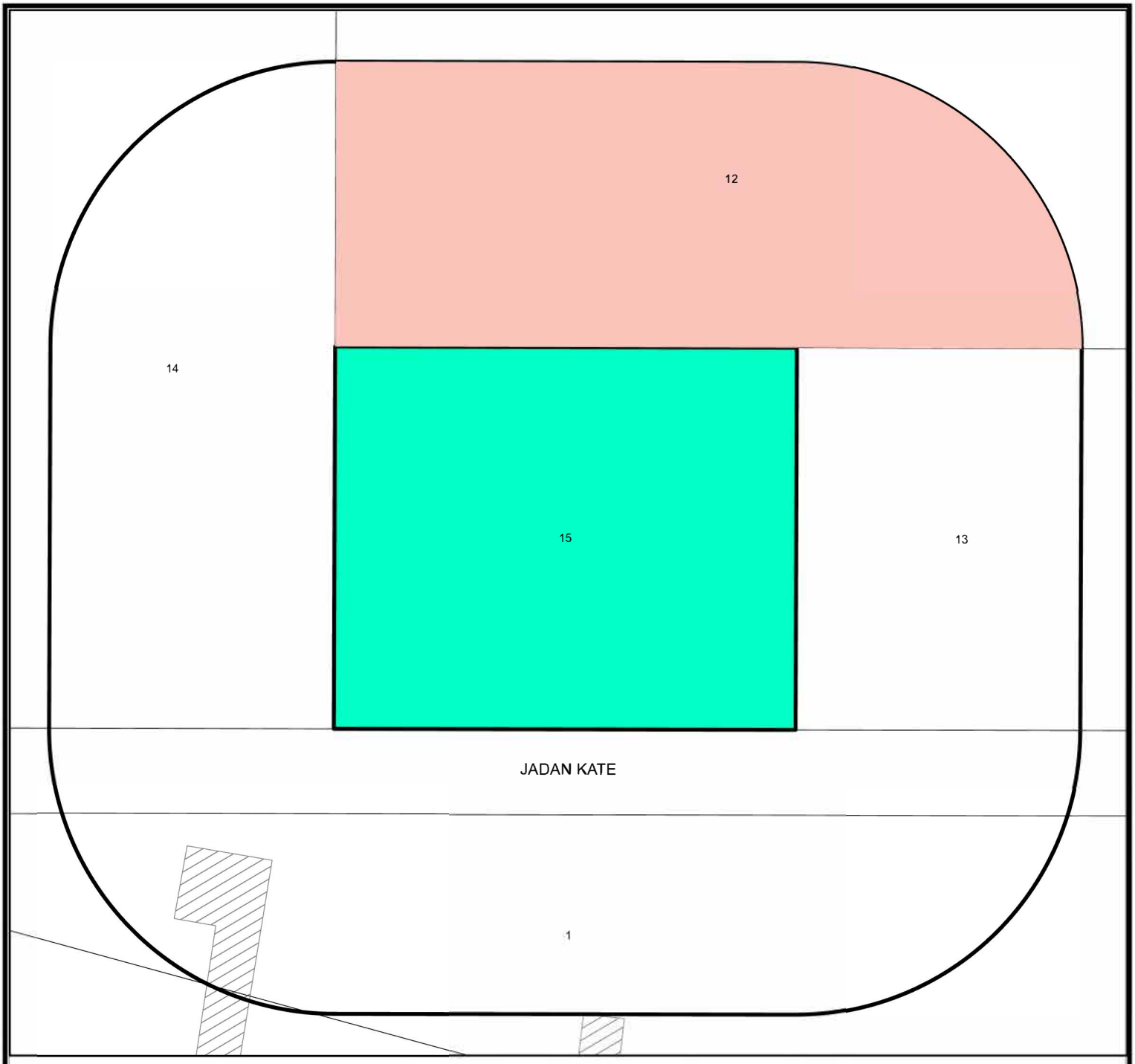
Scale: 1" = 157 '

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 MADE OR ACTIONS TAKEN BY THE USE OF THIS


12
14
15
11


PAR-KAN
M&M
DISPOSAL
(432) 756-2801



27.4% Objection

Z-25-0455 **Scale: 1" = 100 '**

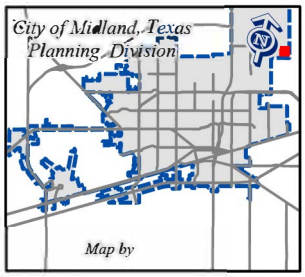
Consider a request by Michael Miller for a Zone Change from AE, Agricultural Estate District to MH, Manufactured Housing District on Lot 15, Block 1, Timber Wolf Estates, Section 2, City of Midland, Martin County, Texas.

Generally located on the north side of Jadan Kate Road, approximately 540 feet west of Elkins Road.

(Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

RECEIVED
NOV 21 2025
Initial: BQ

11-21-2025

Dear Midland City Planners,

We write today to ask that you rezone Timber Wolves Estate, Lot 15, Block 1. We purchased this property in hopes of building a manufactured home and have spent several months and a significant amount of money and time on surveyors, title companies, and the actual home. We completed all steps asked of us and our surveyor completed his research and was able to confirm that we were allowed to build a modular home on the property from the use chart on your website. The use chart found on your website and incorporated into the statute indicated that the white boxes were allowable uses.

Now, after we detrimentally relied on the information contained on the City website and began constructing our home, we were stopped and the city has indicated that, in fact, manufactured homes are not allowed on this plat. We are told there was a typo on the allowable use chart. Our reliance on the information provided by the City has been costly. We ask that you allow for the change of zoning for this property for both this reason and the reasons that follow.

The change in zoning would not affect the character of the neighborhood. The Agricultural Estate district describes its purpose as " This district is intended to provide for development of single-family detached dwelling units within a rural setting". The Manufactured Home District defines the purpose as a detached single-family residential district to provide for the development of Manufactured Housing. We are not asking to build a manufactured home park. We are asking to build one detached single-family home on a rural plat. This will be brand new and well-maintained construction. Therefore, our use falls within the character and purpose of the neighborhood.

The change in zoning will not have negative effect on traffic or other impacts. A non-manufactured single-family home would cause the same amount of traffic from the family that lives there. There are no environmental impacts from this change in zoning. Building a single-family home will have the same effect, manufactured or otherwise. Building a manufactured home on the property stops the property from not having a home built on it and allows our family to contribute to the neighborhood and participate in the economy of the area. It is in the best interest of the City to have citizens living and working within the city area.

We appreciate your time and consideration to this matter and ask that you rezone the property at this time.

Thank you,

Michael S. Miller Jr 3901 Jadan Kate Rd, Midland, TX 79705
(432-246-1204)
millersflooring1974@gmail.com

Outlook

RECEIVED
NOV 25 2025
Initial: AB

Case #Z-25-0455 / address 3901 Jadan Kate Rd

From terri hoyt <tthoyt75@yahoo.com>

Date Mon 11/24/2025 22:13

To Elizabeth Triggs <etriggs@midlandtexas.gov>; Brian Stubbs <bstubbs@midlandtexas.gov>; Angelina Bettanini <abettanini@midlandtexas.gov>; cory@matertrucktrailer.com <cory@matertrucktrailer.com>

Attention to Midland Tx Planning & Zoning & Midland Council Members,
Concerns on Case #Z-25-0455 @ 3901 Jadan Kate Rd Midland Tx 79705

We, Timothy & Teresa Hoyt, reside at 6811 Elkins St Midland Tx 79705 right next to the above property. We can see the MH, storage bldg. and dog kennels that the owner placed on the property a few weeks ago right out our back door. We purchased our home in 2018 the same time the owner bought his home on Jadan Kate. At the time of our purchase, our home was worth $575k. We have made many improvements to our property and now have it listed for sale, hoping to downsize and move into another home in Midland with less land so we don't have to work so hard in our elder years. We just dropped our price down to $937K (10k less than we had it listed for). If the city of Midland allows the owner to change from AG to MH we believe our property value will decrease. We have had no showings in the last few weeks either. Our subdivision is Timberwolf and the owner of that property is also in Timberwolf. A deed restricted subdivision where MH are not allowed. Also not allowed due to being inside the city limits, unless the city of Midland changes his status to MH. We have lived here 7 years, being taxed without representation (no water, septic, trash or gas) and we hope the city of Midland will do right by the rest of us and dis-allow the MH status for the owner who does not care to honor the deed restrictions that were set in place upon purchasing his home or those of us who put their blood, tears and money in approving their homes. We believe the owner is trying to supersede the developer's restrictions by having the city declare the status MH. Again, we are requesting that the planning and zoning deny the MH status. Thank you for your time.

Sincerely,
Timothy and Teresa Hoyt
6811 Elkins St
Midland Tx 79705
432-310-8233
432-530-3441

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

MIDLAND
Planning Division

RECEIVED
NOV 25 2025
Initial: AB

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday, December 1, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Michael Miller** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: Lot 15, Block 1, Timber Wolf Estates, Section 2, City of Midland, Martin County, Texas.

LOCATION: Generally located on the north side of Jadan Kate Road, approximately 540 feet west of Elkins Road. (Council District 1)

PROPOSED ZONING: **From: AE, Agricultural Estate District**

To: MH, Manufactured Housing District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:** Please speak to my Attorney Steve Pockrik

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
Anderson Remodeling + Const	Anderson Remodeling + Const	3613 Timber Wolf Trail

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: 3
Date Mailed: November 20, 2025
Case Number: Z-25-0455
Case Name: 3901 Jadan Kate Road
AB Planner's Initials

Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting

MIDLAND
Planning Division

RECEIVED
NOV 25 2025
Initial: AB

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday, December 1, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Michael Miller** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: Lot 15, Block 1, Timber Wolf Estates, Section 2, City of Midland, Martin County, Texas.

LOCATION: Generally located on the north side of Jadan Kate Road, approximately 540 feet west of Elkins Road. (Council District 1)

PROPOSED ZONING: **From: AE, Agricultural Estate District**

To: MH, Manufactured Housing District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:** PLEASE SPEAK WITH MY ATTORNEY STEVE ROSIK

Required Information:

Robert Anderson — Property Owner's Signature

ROBERT ANDERSON — Printed Name

7401 Wolf Point Trail — 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: 3
Date Mailed: November 20, 2025
Case Number: Z-25-0455
Case Name: 3901 Jadan Kate Road
AB Planner's Initials

Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting

MIDLAND
Planning Division

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday, December 1, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Michael Miller** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: Lot 15, Block 1, Timber Wolf Estates, Section 2, City of Midland, Martin County, Texas.

LOCATION: Generally located on the north side of Jadan Kate Road, approximately 540 feet west of Elkins Road. (Council District 1)

PROPOSED ZONING: **From: AE, Agricultural Estate District**

To: MH, Manufactured Housing 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 AG **Comments:**

_____

Required Information:

Property Owner's Signature	Aaron Gomez Printed Name	3807 Gray Wolf Trail Midland TX 79705 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: 3
Date Mailed: November 20, 2025
Case Number: Z-25-0455
Case Name: 3901 Jadan Kate Road
AB Planner's Initials

Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting

Dear Members of the Midland City Council,

I am writing to express my strong opposition to any proposal that would allow mobile homes within the city limits of Midland, particularly at and around Timber Wolf Estates. The Timber Wolf landowners have made significant investments in their properties with the understanding that the city's zoning regulations would be consistently upheld. These residents pay full property taxes despite receiving limited or no city services such as water, sewer, or road maintenance. Yet, they have remained compliant and committed to the city's long-term vision without protest.

Permitting mobile homes in this area would not only contradict existing zoning standards but also undermine the trust of those who have followed the rules in good faith. It would set a troubling precedent that regulations can be selectively enforced, potentially leading to disputes and a breakdown in orderly development. Additionally, mobile home developments often bring challenges related to infrastructure strain, inconsistent aesthetics, and higher turnover rates, which can disrupt neighborhood stability and cohesion.

Changing the rules to allow mobile homes in Timber Wolf Estates or areas not zoned for them would create the potential risk for reduced existing property values resulting in lost tax revenue; a better path forward is to enforce existing policies and respect the commitments already made to landowners.

Thank you for your attention to this matter. I urge you to uphold the integrity of our city's planning principles and ensure equitable treatment for all residents.

Sincerely,

3801 & 3807 Gray Wolf Owners
Aaron & Alicia Gomez

MIDLAND
Planning Division

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday, December 1, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Michael Miller** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: Lot 15, Block 1, Timber Wolf Estates, Section 2, City of Midland, Martin County, Texas.

LOCATION: Generally located on the north side of Jadan Kate Road, approximately 540 feet west of Elkins Road. (Council District 1)

PROPOSED ZONING: **From: AE, Agricultural Estate District**

To: MH, Manufactured Housing District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:**

_____

Required Information:

Property Owner's Signature | Erasto Martinez (Printed Name) | 3602 Black Wolf Tr. (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: 3
Date Mailed: November 20, 2025
Case Number: Z-25-0455
Case Name: 3901 Jadan Kate Road
AB Planner's Initials

Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting

Scanned with CamScanner

Amanda Phillips

3901 Timberwolf Trail

Midland, TX 79705

amandaphillips333@gmail.com

432-466-6361

RECEIVED

NOV 26 2025

Initial: AB

11-21-2025

City of Midland

Planning and Zoning Commission

Re: Formal Dispute Regarding Property Impact and Neighborhood Restrictions

To Whom It May Concern,

I am writing to formally dispute and express concern regarding recent changes and approvals affecting my property and the surrounding neighborhood. My husband and I intentionally built our home in this area because of the established restrictions and development standards that were in place at the time. These standards were a critical part of our decision to build here, as we planned this home as a long-term investment and expected the neighborhood to maintain a consistent level of quality and aesthetic appeal.

Allowing structures—specifically trailer-type homes accompanied by chain-link fencing and prefabricated storage units—directly undermines these standards and negatively impacts the character of our community. The aesthetic inconsistency already stands out and does not align with the well-built homes that make up our neighborhood. This shift not only alters the visual and structural integrity of the area but also places property values at risk for all homeowners who invested here for the same reasons we did.

We, along with many families in this community, relied on the City's established restrictions when selecting this area to build our homes. These recent developments

create significant concerns regarding fairness, proper zoning enforcement, and the long-term value of our properties.

I respectfully request that the City review this matter, reconsider the approval of these structures, and uphold the original restrictions that led so many of us to invest in this neighborhood. I appreciate your attention to this issue and ask for a written response outlining the steps the City will take to address these concerns.

Thank you for your time and consideration.

Sincerely,

Amanda Phillips

Dear City Council Members,

My name is Jennifer Marshall. My husband Ryan and I live at 3700 Timberwolf Trl in Timberwolf Estates. I am writing this letter to make it known that we are against the proposed zoning change to include mobile homes in our neighborhood.

We are against this for several reasons:

First, as a person who purchased land in Timberwolf Estates and built a house, we like everyone else, who did the same, were required to sign and abide by a covenant. The covenant stated among many other things, that we were not allowed to build a manufactured home as the main dwelling or on any part of our land. Everyone was aware of this when he/she bought and built houses in Timberwolf Estates, which the proposed sight of the mobile home is a part of. Additionally, we were not allowed under the covenant, to divide, split or sell off parts of our average. The individual who was allowed to do this on Jaden Kate and CR 1150, has already violated the covenant which he signed and agreed to upon purchasing his land. He is going against his word for his neighbors and this community. There are many people that would choose not to purchase and build homes in an area that allowed mobile homes. We were all under the assumption that we were buying property and building homes that would not be by mobile homes.

Second, this sets a precedent for future development of even more mobile homes in our neighborhood. This, would not be beneficial for our property and tax values. As a homeowner in Timberwolf Estates, my home and property is an investment. I do not want it devalued going forward.

Lastly, the city of Midland does not allow mobile homes to be built inside the city limits unless they are in a mobile home park. Clearly we are in the city of Midland. We all pay city taxes. We are asking the city to honor their zoning and codes that were in place when Timberwolf Estates was developed. Again, many people would not have bought land and built homes knowing that there could/would be mobile homes in our neighborhood.

In conclusion, I am asking the city council to keep the zoning as it stands for Timberwolf Estates to AE and not change it to MH. Majority should rule here and there are many who oppose this zoning change and are abiding by the zoning/covenant that was in place as the developer intended. I do not see why it should all be changed for ONE individual!

We are against this zone change and ask that you do NOT change our neighborhood to MH!

Jennifer Marshall

RECEIVED
NOV 26 2025
Initial:

Re: Letter of Opposition – Proposed Rezoning from Agricultural to Mobile Home (MH)

Case Number: Z-25-0455, 3901 Jadan Kate Rd

RECEIVED
NOV 26 2025
Initial:

November 25, 2025

Dear Council & Zoning Members:

I am writing to formally **oppose the proposed rezoning** of agricultural land in our area to Mobile Home (MH) designation. I strongly object to allowing a mobile home in a location that has **never been designated or intended for MH use**, and I believe that changing the zoning solely to permit this action would negatively impact the surrounding community, including **property values, long-term planning, and land-use consistency**.

When I purchased my property, valued at approximately **$620,000** I relied on the **existing zoning rules and long-standing city guidance** that had been in place for years. Those rules clearly established the expectations for how nearby land could be used. The City set these standards, and property owners—including myself—made significant financial investments based on them. It is only fair, and legally consistent, that the City now **follow the same rules it established** rather than altering them to accommodate a single mobile home placement.

Allowing a mobile home in an area not zoned for such use will inevitably **affect surrounding property values**—particularly for landowners like myself who have invested heavily under the belief that zoning protections would remain stable. Rezoning agricultural land to MH for a single structure sets a precedent that undermines the purpose of zoning: protecting the character of neighborhoods, ensuring compatibility, and preserving investment-backed expectations of property owners.

I respectfully request that the City deny the proposed rezoning and continue to uphold the zoning standards that have guided this area for years. Maintaining consistency in land-use decisions is essential for protecting both current residents and the long-term vision of our community.

Thank you for your consideration. Please include this letter in the official record of opposition.

Kristen Hoot

3911 Timberwolf Trail

RECEIVED

NOV 26 2025

Initial:

11/24/2025

To Whom It May Concern,

It has come to my knowledge that a mobile home has been moved into Timberwolf Estates. As a member of Timberwolf Estates this is very concerning, considering that when I bought this land in 2023 I was under the impression that mobile homes and commercial businesses were not permitted in the housing development. This played a significant part in my decision to make the investment to purchase the land and build a new home on our five acres of land.

I specifically remember having to agree to the deeded and restricted HOA requirements, under Robert Anderson Construction, that prohibits mobile homes. I would expect that any new member of the housing development would be held to the same standard.

I am also to the understanding that mobile homes are not allowed in city limits, therefore, a mobile home should not be allowed to stay on Jaden-Kate road. That land is both within city limits and part of Timberwolf Estates which both prohibit mobile homes. As a concerned homeowner at 3812 Timberwolf Trail we wish that this mobile home not be allowed to stay on the property it is now on and to be removed ASAP.

Sincerely,

Concerned Resident of 3812 Timberwolf Trail

Cory & Konstanz Hardy
3600 Jadan Kate Rd
Midland, Texas 79705
cory@mastertrucktrailer.com
432.661.0076
November 10, 2025

RECEIVED
NOV 26 2025
Initial:

Re: Opposition to Rezoning for Mobile Home (MH) Use

Case Number: Z-25-0455,

To Whom It May Concern:

I am writing to formally express my opposition to the proposed rezoning of 3901 Jadan Kate Rd to a Mobile Home (MH) designation. When we purchased our 30-acre tract of land, located within the city limits, we did so with the intention of building a home that would comply with established city standards and permitting requirements. This investment was made under the expectation that city zoning regulations would be upheld and consistently enforced.

For this reason, I respectfully request that the City **enforce the zoning rules already in place** and avoid taking actions that would diminish surrounding property values—specifically, the allowance of mobile homes within city jurisdiction. Approving MH zoning in this area not only contradicts the expectations of existing property owners but also establishes a troubling precedent for future development within the city.

My family plans to build a home on our 30 acres, a process that will require costly and time-consuming city permits. By the time the home is completed, our total investment in the land and residence will be approximately **$1.9 million**. Allowing mobile homes in the vicinity would significantly undermine that investment and conflict with the standards associated with residential properties inside the city.

I respectfully urge the city to maintain its existing zoning protections and preserve the integrity, value, and long-term vision of our community.

Thank you for your consideration of this matter. I would appreciate confirmation that my concerns will be entered into the official record.

Sincerely,
Cory Hardy

Boyce Household

RECEIVED
NOV 26 2025
Initial:

November 24, 2025

Subject: Opposition to Rezoning Request Z-25-0455 (3901 Jadan Kate Rd)

Dear Planning & Zoning Committee Members,

I am writing to express my strong opposition to the proposed rezoning request Z-25-0455 for 3901 Jadan Kate Rd, changing the property from Agricultural Exempt (AE) to Mobile Home (MH).

This request goes against both city zoning rules and the recorded restrictions of our subdivision, which clearly do not allow mobile homes within our neighborhood. These were the guidelines every homeowner here relied on when choosing to invest in our properties, and we expect them to be upheld.

In addition to our subdivision restrictions, there are several serious concerns with this rezoning:

- Mobile homes are not allowed within city limits outside designated mobile home parks. Approving this would contradict city standards that residents have trusted and followed for years.
- Even though our area pays full city taxes, we do not receive basic city amenities (water, trash service, sewer, or road maintenance). At minimum, we ask that the city honor its own zoning rules since we continue to meet our responsibilities as taxpayers.
- Approving this change would set a precedent that could open the door for similar requests throughout our subdivision, ultimately affecting the character of our neighborhood and reducing property values.
- Many of us made careful, informed decisions when purchasing or building our homes. A zoning change like this undermines that trust and jeopardizes the stability of our community.

It is also important to note that the 200-foot notification radius resulted in no residents receiving notice, even though this decision will absolutely impact our entire subdivision. This makes it even more important that the city handle this request carefully and transparently.

For these reasons, I respectfully ask that the committee deny the rezoning request from AE to MH and uphold the zoning protections and neighborhood standards that were put in place to protect our community.

Thank you for your time and for listening to the concerns of the residents who call this area home.

Sincerely,

Jessica and Daniel Boyce
3612 Black Wolf Trl
Midland, Tx 79705
Timber Wolf Estates

RECEIVED

NOV 26 2025

Initial:

November 23, 2025

Midland Planning and Zoning Commission and City Council

As a homeowner in the Timberwolf Estates Subdivision I want to submit my disagreement with the proposed zoning change from AE to HM for the property at the corner for Jaden Kate and Elkins Rd. The address is 3901 Jaden Kate and the case number is Z-25-0455.

We built our house eleven years ago with confidence that this area would remain AE and that restrictions for the Timberwolf Estates would be enforced by the City of Midland. When building our home, we were required to follow code guidelines, and we were required to obtain permits for each step of our building process. Despite not receiving city services we pay taxes to the city of Midland. To be fair, we knew this when we purchased the property but had hoped that improvements would be made. So far that hasn't happened.

If this zoning change is granted, it would open the door for other property owners to request zoning changes and our subdivision would be adversely affected. We take pride in our property and feel this zoning change would significantly impact our home values.

Your consideration of our objection to this zoning change would be appreciated.

Respectfully,



Dirk Parks

3600 Timberwolf Trail

Midland, TX 79705

.

RECEIVED
NOV 26 2025
Initial: AB

11/24/2025

To Whom It May Concern,

It has come to the attention of the residents of Timberwolf Estate that a trailer or mobile home has been placed on land at 3901 Jaden Kate. This property is part of Timberwolf Estate, which has specific deed restrictions that limit the addition of homes and/or RVs or mobile homes. The deed agreement for Timberwolf Estate prohibits residents from selling any portion of land that could be used to build another home. Additionally, additional mobile home-type living arrangements for residents, families, or rentals are not permitted. We kindly ask that the resident or homeowner at 3901 Jaden Kate be held to the same restrictions and agreements.

Properties within Timberwolf Estate are annexed by the City of Midland. All residents pay city taxes to Midland, which does not permit mobile homes within city limits unless they are in mobile home parks.

Thank you for your time. The residents of Timberwolf Estates hope this issue will be resolved and that similar situations will be prevented in the future. There is additional acreage available for sale, and allowing one instance of a mobile home could lead to more, which could negatively affect property values in Timberwolf Estates. Such developments would not be in the best interest of the tax-paying citizens of Midland.

Respectfully,

Homeowner at 3601 Timberwolf Estate

RECEIVED
NOV 26 2025
Initial: AB

To whom it may concern,

It has been called to my attention that a trailer house has been moved into Timberwolf Estates.Even though we are in Martin county, we are still inside city limits of Midland. To my understanding, this is a zoning issue. I am writing a letter of opposition in response to this. My family has lived in Timberwolf Estates since 2017. We pay city of Midland taxes. That being said, we are not provided any city amenities. We have no city water. We pay for our own dumpster. And we have a terrible stretch of road, full of potholes that we have to report often. Occasionally the city comes to fill in said potholes which is only a short term fix. We love our neighborhood and the people who reside in it. We just want to preserve the value of our homes as well as the quality of life that caused us to build out here to begin with.

Thank you for your consideration in this matter,

Richard and Gretchen Mann
3507 Timberwolf Trail

RECEIVED

NOV 26 2025

Initial:

To the Planning & Zoning Committee,

We writing to share our personal concerns about the proposed zoning change for 3901 Jadan Kate Rd (Case Z-25-0455) from Agricultural Exempt (AE) to Mobile Home (MH).

Our family chose this neighborhood very intentionally. We invested in our home because of the stability, the quiet surroundings, and the understanding that the zoning in this area would remain consistent. Like many of our neighbors, we value the character of this community and want to see it protected.

Our concerns are simple but important:

1. This area is inside city limits, where mobile homes aren't allowed outside designated parks. We've always respected the rules and expectations set by the city, and we hope the city continues to honor those same standards. Changing the zoning for a single property goes against what many of us relied on when making our home-buying decisions.

2. Our neighborhood receives no city services despite paying city taxes.
We don't have city water, sewer, trash, or road upkeep. Even so, our community follows city guidelines without complaint. In return, we are just asking that the existing zoning be upheld as written.

3. A rezoning like this could impact property values and set a precedent we can't undo.
This is not about judging anyone's choice of home. It's about protecting the long-term value and character of our neighborhood. Many families here have put their savings and their futures into their homes. A change like this affects all of us, not just one property.

For all these reasons, we respectfully ask that you deny the request to rezone this property to Mobile Home (MH). We care deeply about this neighborhood, the families who live here, and the commitments we all made when we chose to call it home.

Thank you for taking the time to hear my concerns. We appreciate your consideration.

Sincerely,
Byron & Amy Duesterhaus

Byron and Amy Duesterhaus
3606 Black Wolf Trail
432-553-4016

RECEIVED
NOV 26 2025
Initial: AB

Dear Sirs,

I am writing to express my strong opposition to the proposed rezoning of the property located at 3901 Jadan Kate Road.

We purchased our property and built our home in this location to live in a quiet, rural neighborhood situated among single family homes – not to live next to mobile homes. As we understood it, since we are in the city limits trailers/mobile homes would not be allowed. Our home was valued at $1.2 million at closing and that does not include the improvements we have made to it since then nor our intended future improvements. We feel that allowing mobile homes will decrease the property value.

Not only with a decrease in property value being at risk, a mobile home is inconsistent with the low-density, single-family residential character of our community. We also feel if this is allowed for one person, there will be more to come.

We, as have our neighbors, have adhered to the rules, regulations, land restrictions and covenants and implore you to uphold them in regards to the property located on Jadan Kate Road. Additionally, there are TWO travel trailers with porches attached already on this property that should be removed.

Again, please take into consideration NOT ALLOWING AGRICULTURAL EXEMPT (AE) PROPERTY IN THE CITY LIMITS TO BEING RE-ZONED AS MOBILE HOME (MH) PROPERTY FOR THIS ADDRESS 3901 Jadan Kate Rd.

Thank you for your consideration,

Christy Gaston & Michael Edwards, owners

251-442-7641/432-488-9090

3701 Gray Wolf Trail, Midland TX 79705 (additional lot at 3707 Gray Wolf Trail, Midland, TX 79705)

MIDLAND
Planning Division

RECEIVED
DEC 01 2025
Initial: MKY

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday, December 1, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Michael Miller** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: Lot 15, Block 1, Timber Wolf Estates, Section 2, City of Midland, Martin County, Texas.

LOCATION: Generally located on the north side of Jadan Kate Road, approximately 540 feet west of Elkins Road. (Council District 1)

PROPOSED ZONING: **From: AE, Agricultural Estate District**

To: MH, Manufactured Housing 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 V **Comments:**

_____

Required Information:

Esmeralda Sanchez — Esmeralda Sanchez — 3607 Gray Wolf Trl., 79705

Property Owner's Signature | Printed Name | 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: 3
Date Mailed: November 20, 2025
Case Number: Z-25-0455
Case Name: 3901 Jadan Kate Road
AB Planner's Initials

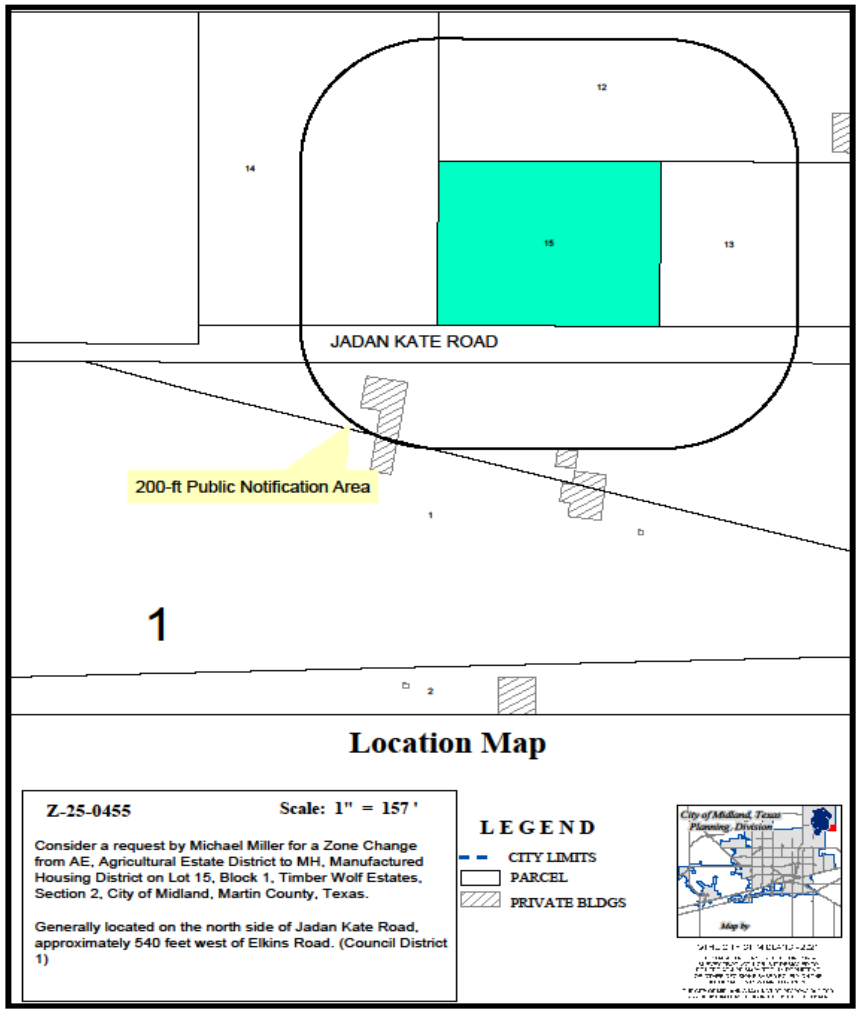
Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting


MIDLAND
Be the Energy!
ZONE CHANGE
3901 JADAN KATE ROAD
Visit Our Website
MIDLANDTEXAS.GOV

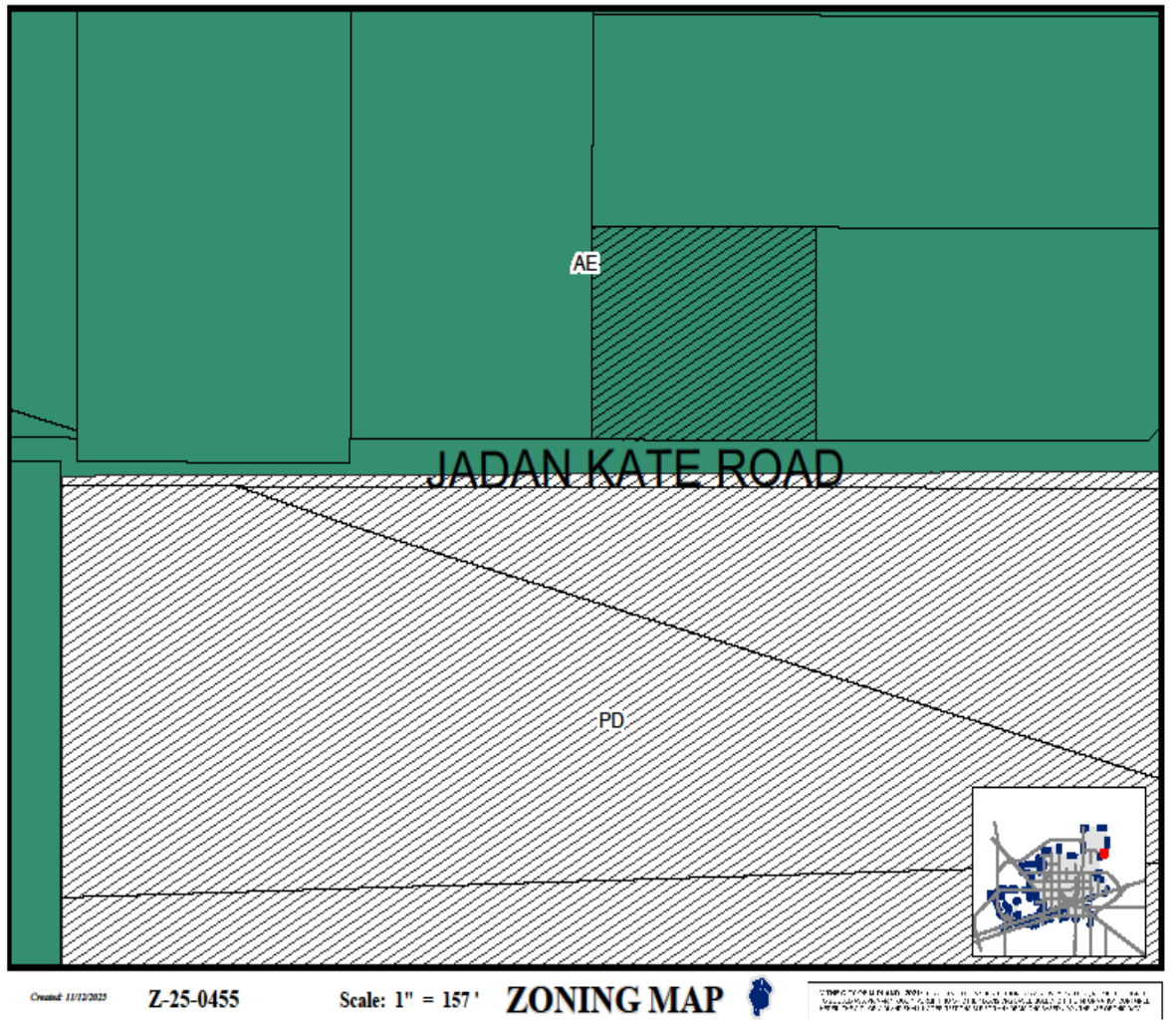
APPLICATION SUMMARY

- **Representative/Property Owner:** Michael Miller
- **Location:** 3901 Jadan Kate Road (Council District 1)
- **Reason for Request:** For the placement of a manufactured home



ZONING

- **Current Zoning:** AE, Agricultural Estate District
- **Surrounding Zoning:**
  - **North/East/West:** AE, Agricultural Estate District
  - **South:** PD, Planned Development for a Housing Development
- **Proposed Zoning:** MH, Manufactured Housing



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/South/East:** Single-Family Housing
  - **West:** Vacant Land
- **Proposed Use:** Manufactured Home



MIDLAND
Be the Energy!



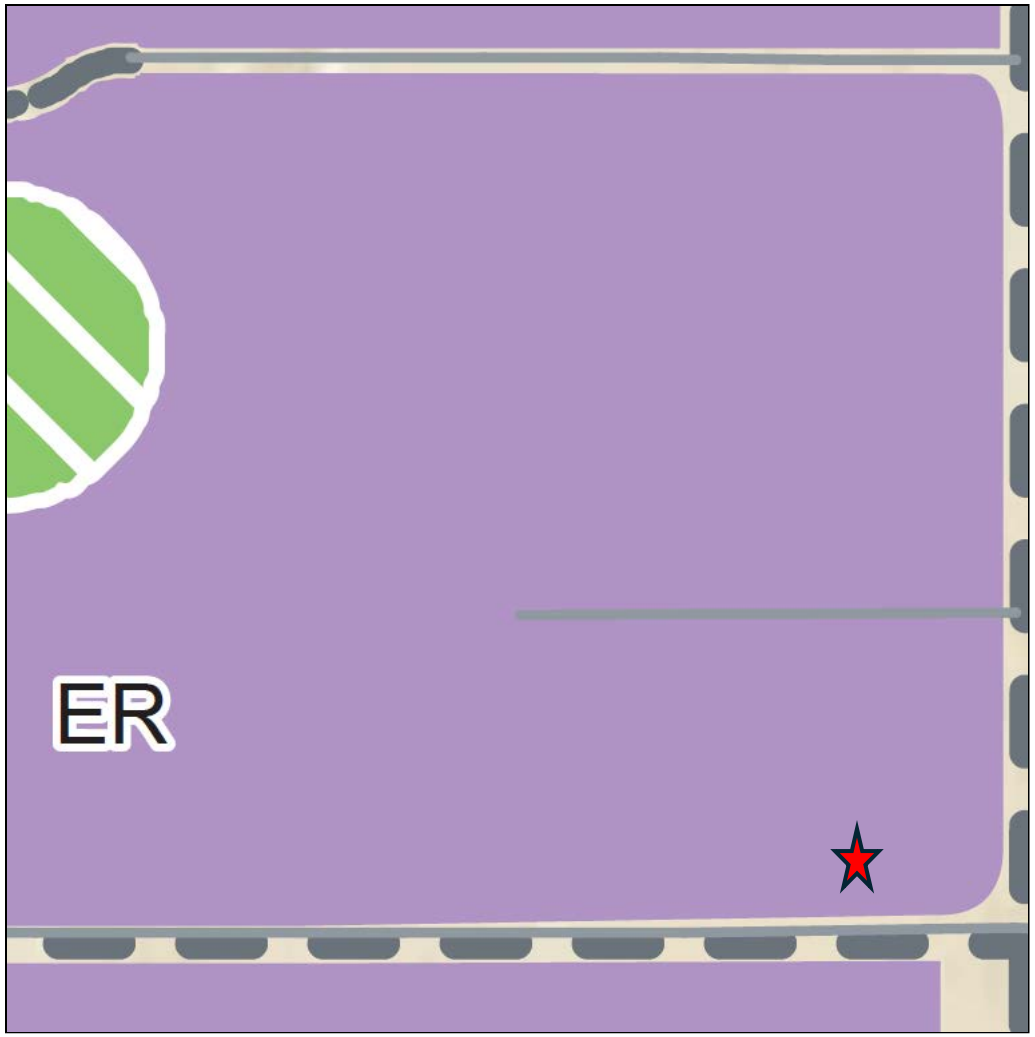
On Jadan Kate Road, Looking North

5

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

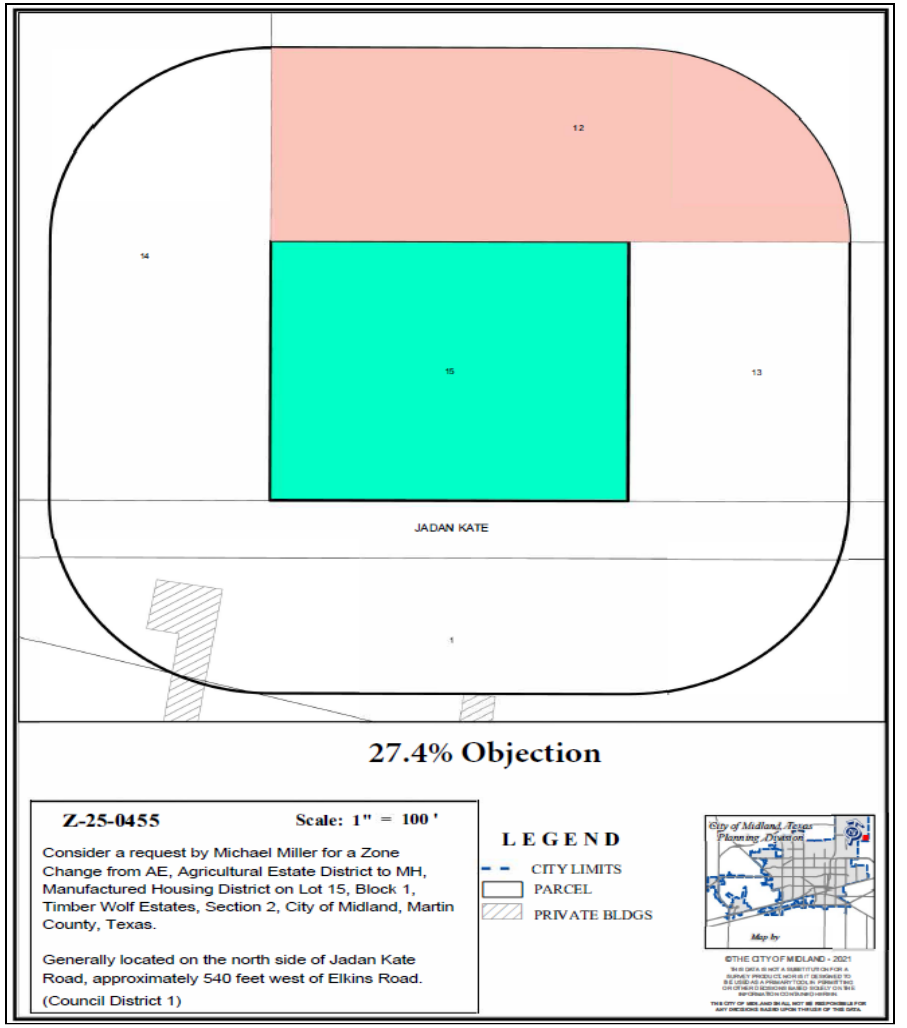
- **Land Use Designation:** Employment Reserve (ER)
- **Supported Uses:** Supporting uses include major offices, research, tech, and low-intensity industrial uses.
- The request is **not compatible** with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

OBJECTIONS

- 19 total objections were received.
- 1 objection was received within the 200ft buffer.
- The remaining were in the subdivision, but outside of the 200ft buffer.



MIDLAND
Be the Energy!

STAFF'S RECOMMENDATION

- Staff recommends denial of this request.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 40.
Meeting Date: December 16, 2025
To: City Council
From: Garrick Clayton, Oil and Gas Officer
Subject: THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO FIREBIRD ENERGY II, LLC (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: MB-14H; MB-801H; AND MB-802H; SAID WELLS BEING GENERALLY LOCATED 635 FEET SOUTH OF MOCKINGBIRD LANE AND BETWEEN 1,470 FEET AND 1,510 FEET EAST OF HOLIDAY HILL ROAD (PUBLIC HEARING ONLY)

Purpose:
The proposed granting of oil and gas well permits to FireBird Energy II, LLC (“Operator”) for the drilling of the following oil and gas wells: MB-14H; MB-801H; AND MB-802H; said wells being generally located 635 feet South of MockingBird Lane and between 1,470 feet and 1,510 feet East of Holiday Hill (public hearing only). Council may consider these permits following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended Action:
Direction/Informational

Fiscal Impact:
There is no cost to the City to process this application.

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends approval. A sound wall 24’ on all sides of the pad and will be used during drilling and fracing. In the absence of an electric or quiet frac fleet, portable sound walls around frac pumps will be used. Additionally, they will be utilizing belly dump sand trucks which are significantly quieter than pneumatic sand trucks. There is a tank battery to the west of well site in the County. The location has had previously permitted wells MBE-101H through MBE-803H permitted in 2024. Receiving support of the Oil & Gas Advisory Committee, FireBird Energy II, LLC is requesting the following variances:

1. Twenty-four hour hydraulic fracturing operations be permitted.

2. To the landscaping regulations. Stating the proposed fencing plan provides adequate screening from adjacent roads and parcels. FireBird Energy II, LLC will also work with the surface owner/developer, Loc Conchos Ventures, LLC on future screening and landscaping.

3. To allow fencing plan provides fencing around the entire pad site instead of individual wellheads

4. To allow Drill cuttings to be removed from the surface location.

5. To the reserve pit size to allow for larger pits which will be shared for the construction of multiple wells.

Attachments:

A. MB-14H Permit Application
B. MB-14H Drill Site Map
C. MB-14H Location Map
D. MB-801H Permit Application
E. MB-801H Drill Site Map
F. MB-801H Location Map
G. MB-802H Permit Application
H. MB-802H Drill Site Map
I. MB-802H Location Map
J. MB Overall Location Map

Liliana Morales, Development Services - Oil and Gas	Created/Initiated - 12/2/2025
Garrick Clayton, Development Services - Oil and Gas	Approved - 12/2/2025
Elizabeth Triggs, Development Services	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/9/2025
Jose Ortiz, City Secretary	Approved - 12/9/2025
Morris Williams, City Manager	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/10/2025

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
10/31/2025	FireBird Energy II, LLC	7900 W Hwy 80 Midland, TX, 79706

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 205-2000
Travis F. Thompson	7900 W Hwy 80 Midland, TX	Rep. Fax
Fee: $4,000.00 Rec'd Yes_X_ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.):

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Greg Hughes (432)-559-7187
7900 W Hwy 80, Midland TX, 79706

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Dawson Parrish LLC ***a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

- Developed, residential buildings to the to the north
- Developed, residential buildings to the to the east
- Developed, residential buildings to the south
- Undeveloped and existing oil and gas facilities to the west

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MB-14H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit G.

Legal Description of Proposed Well Site:

SHL - 1,470' FWL and 635' FNL-Situated in Section 6, A-15, Block X, H.P. Hilliard Survey, Midland County, TX

BHL - 780' FWL and 100' FSL-Situated in Section 18,A-681,Block 39,T-1-S,T& P RR Co,Midland County,TX

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M* is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least $25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:

None.

(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit O

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

FireBird Energy II LLC

Name: Travis F. Thompson
Title: CEO

ACKNOWLEDGEMENT

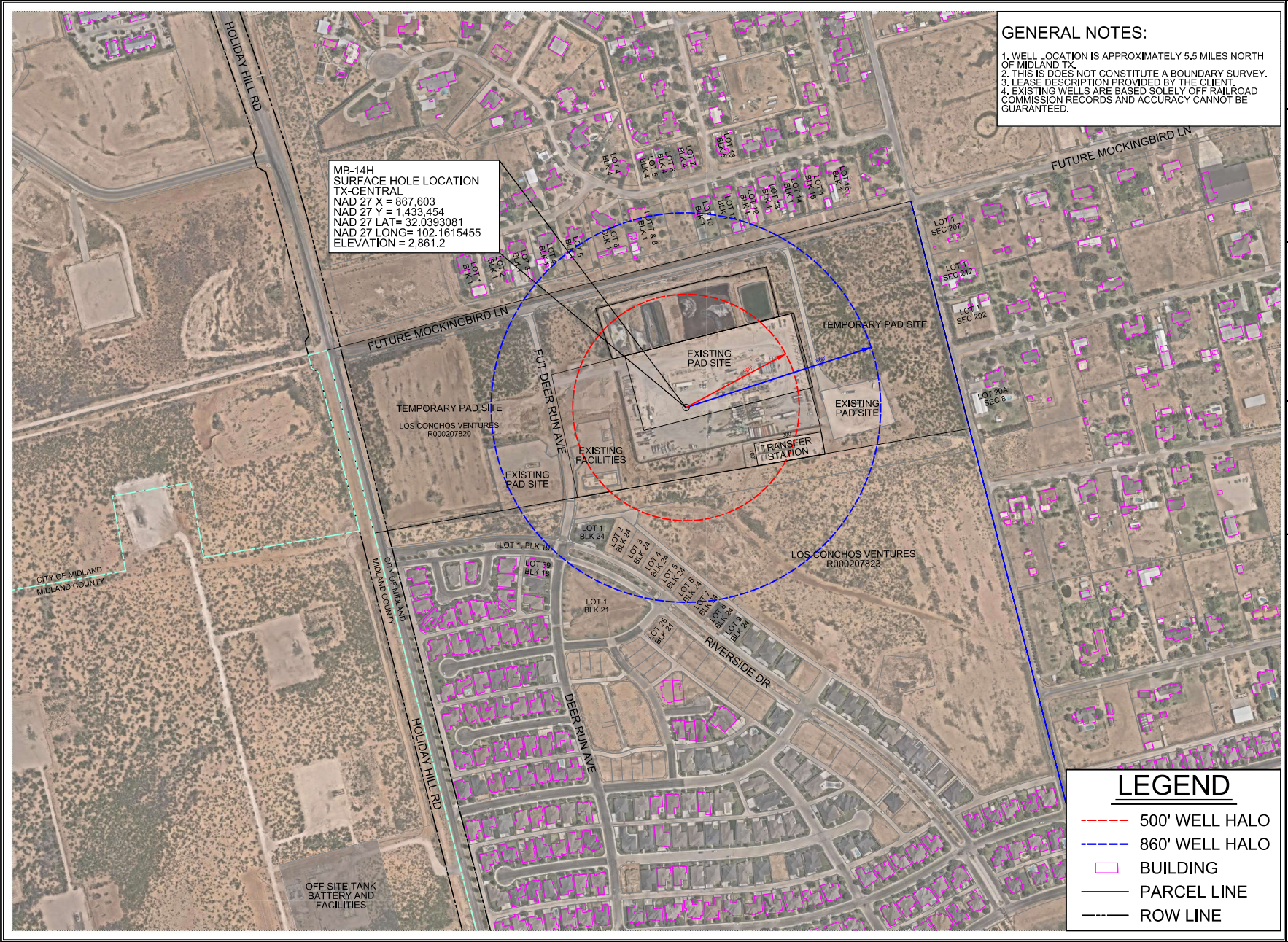
THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on October 28, 2025, by Travis F. Thompson, as CEO for FireBird Energy II LLC, on behalf of said company.

KARLA D BRENT
Notary ID #131462656
My Commission Expires
February 22, 2026

Notary Public, State of Texas



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

FIREBIRD ENERGY II, LLC
7900 W HWY 80
MIDLAND, TX 79706
PHONE: (432) 205-2000

SITE PLAN PREPARED BY:

Westwood

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

ARDURRA

ARDURRA
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10194688

PROJECT NO:	N0053171.00
FILE PATH:	N:\0053171.00\Service Groups\Planning
DRAWN BY:	JH
REVIEWED BY:	CH
DATE:	06/17/2025
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

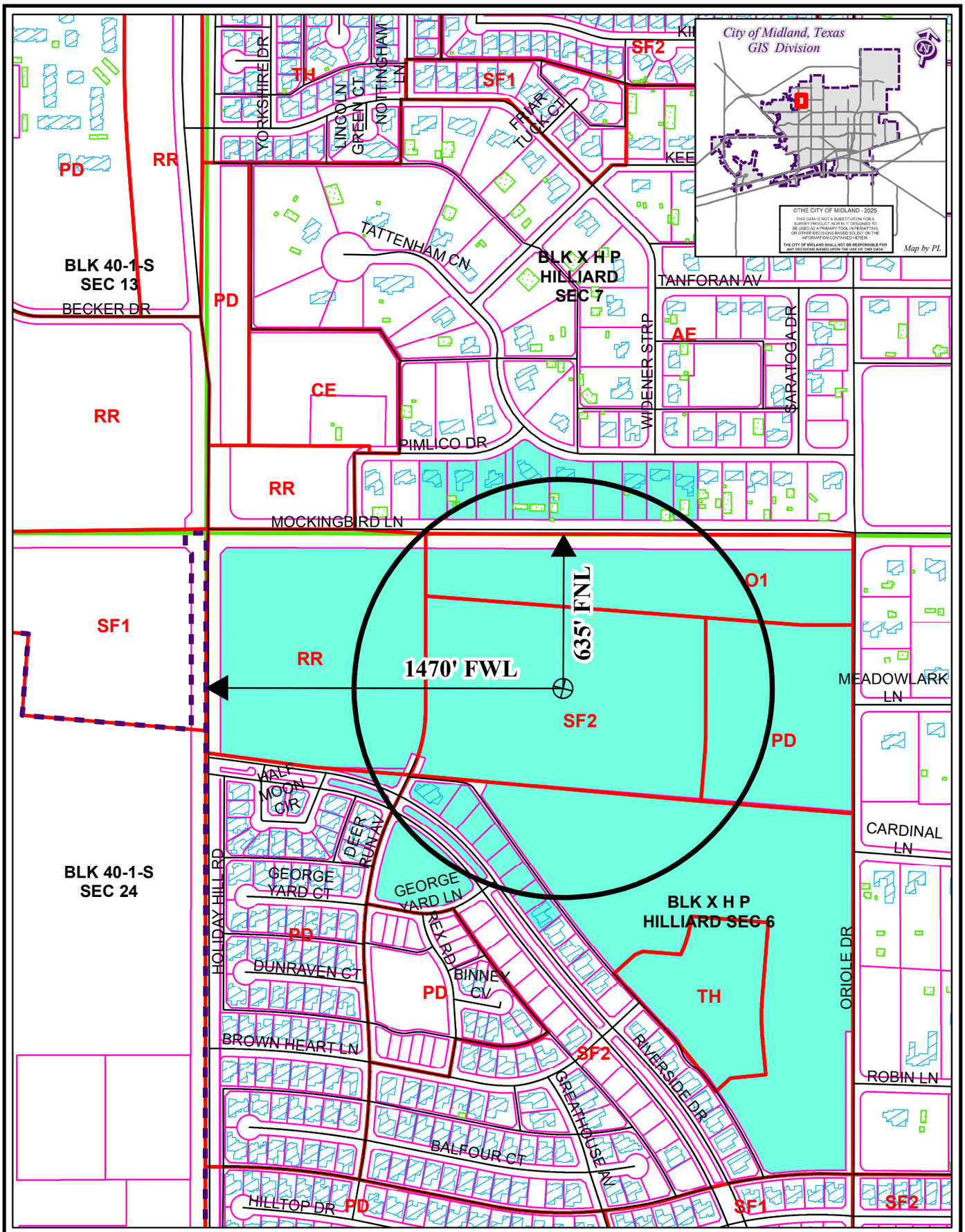
EXHIBIT 'E'

SURFACE OWNER

MOCKINGBIRD
MB-14H

Situated in Section 6, A-15
Block X, H.P. Hilliard
Survey,
Midland County, Texas

Printed by: JRhatcher
6/20/2025 3:59:08 PM



LOCATION AND ZONING MAP

Oil-070224-2025 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 635' FNL and 1,470' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 635 feet south of Mockingbird Lane and 1,470 feet east of Holiday Hill Road.

MB-14H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
10/31/2025	FireBird Energy II, LLC	7900 W Hwy 80 Midland, TX, 79706

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 205-2000
Travis F. Thompson	7900 W Hwy 80 Midland, TX	Rep. Fax
Fee: $4,000.00 Rec'd Yes_X_ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.):

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Greg Hughes (432)-559-7187
7900 W Hwy 80, Midland TX, 79706

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Dawson Parrish LLC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

- Developed, residential buildings to the to the north
- Developed, residential buildings to the to the east
- Developed, residential buildings to the south
- Undeveloped and existing oil and gas facilities to the west

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MB-801H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit G.

Legal Description of Proposed Well Site:

SHL - 635 FNL and 1490 FWL-Situated in Section 6, A-15, Block X, H.P. Hilliard Survey, Midland County, TX

BHL - 100' FSL and 330' FWL-Situated in Section 18,A-681,Block 39,T-1-S,T& P RR Co,Midland County,TX

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M* is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least $25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:

None.

(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit O

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

FireBird Energy II LLC

Name: Travis F. Thompson
Title: CEO

ACKNOWLEDGEMENT

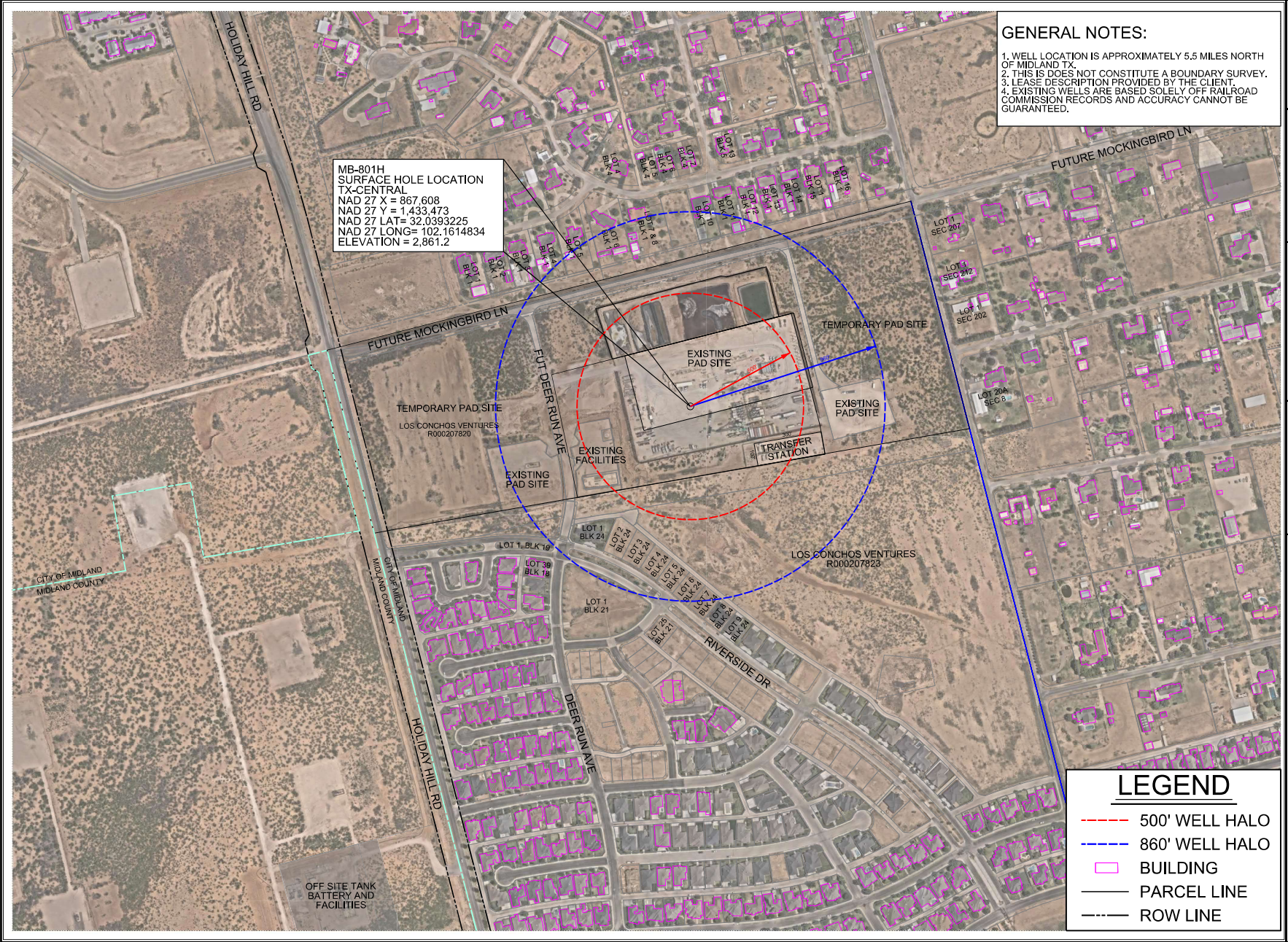
THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on October 28, 2025, by Travis F. Thompson, as CEO for FireBird Energy II LLC, on behalf of said company.

KARLA D BRENT
Notary ID #131462656
My Commission Expires
February 22, 2026

Notary Public, State of Texas



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

FIREBIRD ENERGY II, LLC
7900 W HWY 80
MIDLAND, TX 79706
PHONE: (432) 205-2000

SITE PLAN PREPARED BY:

Westwood

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

ARDURRA

ARDURRA
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10194688

PROJECT NO: N\0053171.00	
FILE PATH: N:\0053171.00\Service Groups\Planning	
DRAWN BY: JH	
REVIEWED BY: CH	
DATE: 06/17/2025	
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

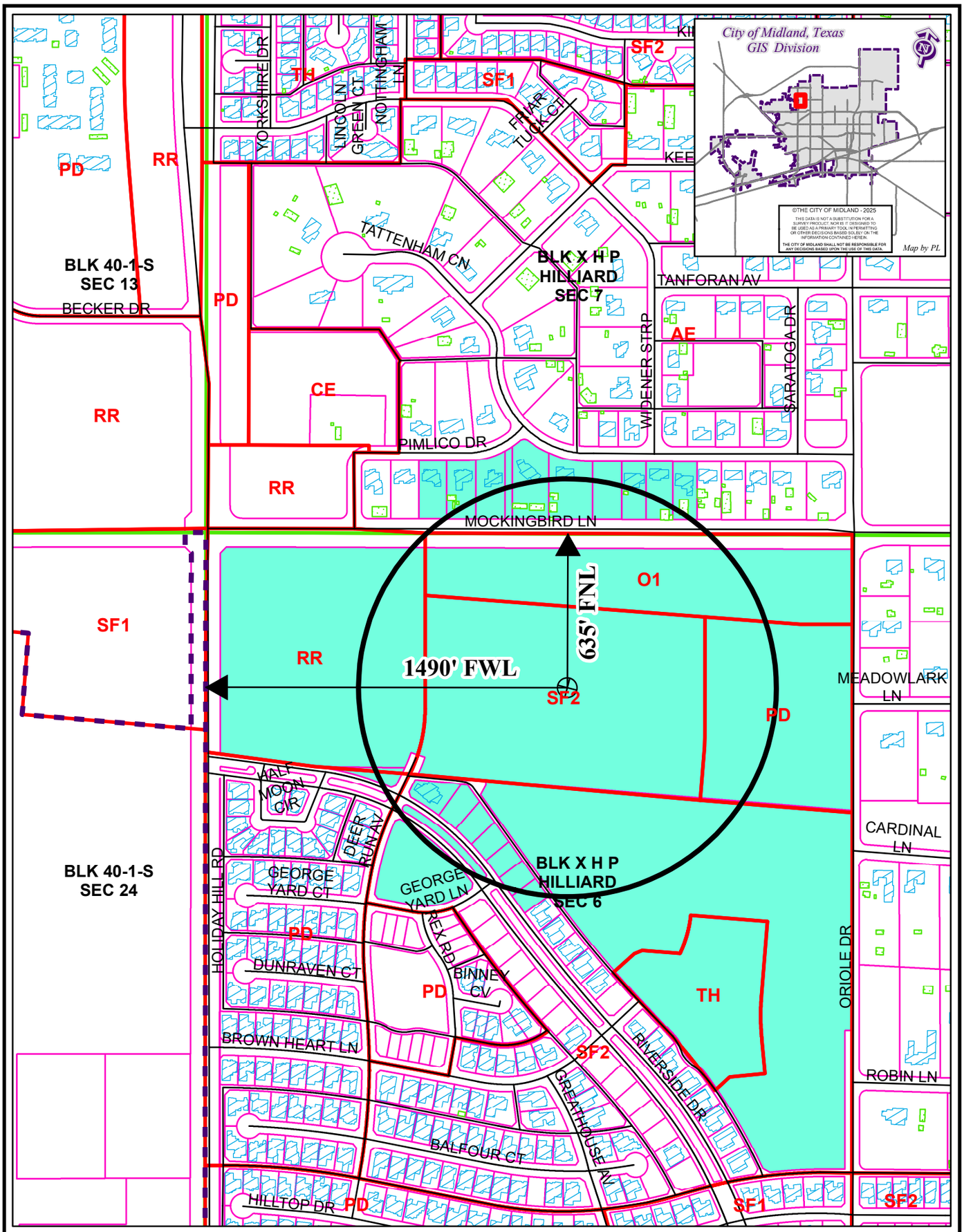
EXHIBIT 'E'

SURFACE OWNER

MOCKINGBIRD
MB-801H

Situated in Section 6, A-15
Block X, H.P. Hilliard
Survey,
Midland County, Texas

Printed by: JRhatcher
6/20/2025 3:51:41 PM



LOCATION AND ZONING MAP

Oil-070223-2025 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 635' FNL and 1,490' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 635 feet south of Mockingbird Lane and 1,490 feet east of Holiday Hill Road.

MB-801H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
10/31/2025	FireBird Energy II, LLC	7900 W Hwy 80 Midland, TX, 79706

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 205-2000
Travis F. Thompson	7900 W Hwy 80 Midland, TX	Rep. Fax
Fee: $4,000.00 Rec'd Yes_X_ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.):

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Greg Hughes (432)-559-7187
7900 W Hwy 80, Midland TX, 79706

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Dawson Parrish LLC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

- Developed, residential buildings to the to the north
- Developed, residential buildings to the to the east
- Developed, residential buildings to the south
- Undeveloped and existing oil and gas facilities to the west

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MB-802H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit G.

Legal Description of Proposed Well Site:

SHL - 635 FNL and 1510' FWL-Situated in Section 6, A-15, Block X, H.P. Hilliard Survey, Midland County, TX

BHL - 100' FSL and 1590' FWL-Situated in Section 18,A-681,Block 39,T-1-S,T& P RR Co,Midland County,TX

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M* is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least $25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:

None.

(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit O

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

FireBird Energy II LLC

Name: Travis F. Thompson
Title: CEO

ACKNOWLEDGEMENT

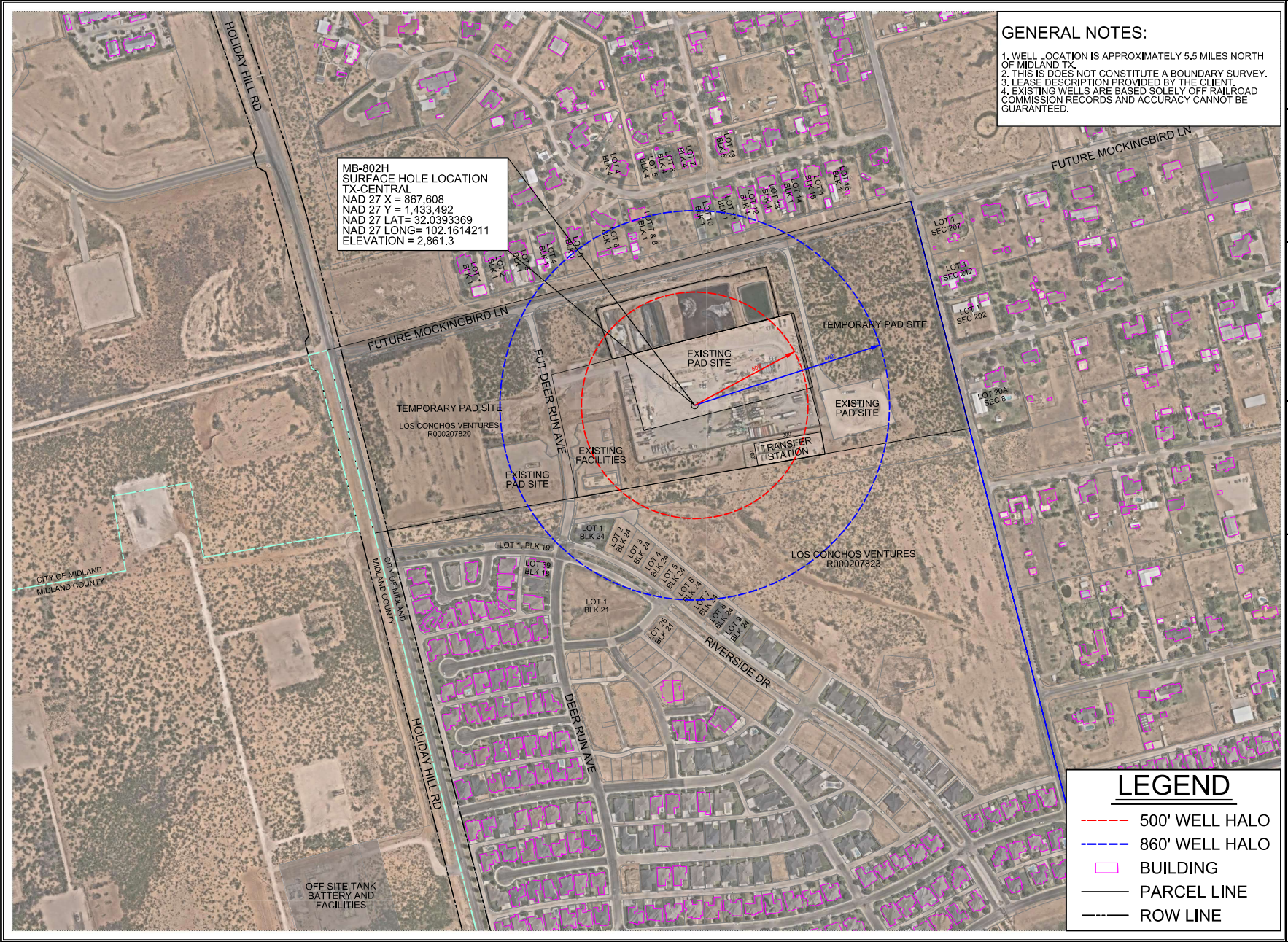
THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on October 28, 2025, by Travis F. Thompson, as CEO for FireBird Energy II LLC, on behalf of said company.

KARLA D BRENT
Notary ID #131462656
My Commission Expires
February 22, 2026

Notary Public, State of Texas



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

FIREBIRD ENERGY II, LLC
7900 W HWY 80
MIDLAND, TX 79706
PHONE: (432) 205-2000

SITE PLAN PREPARED BY:

Westwood

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

ARDURRA

ARDURRA
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10194688

PROJECT NO:	N0053171.00
FILE PATH:	N:\0053171.00\Service Groups\Planning
DRAWN BY:	JH
REVIEWED BY:	CH
DATE:	06/17/2025
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

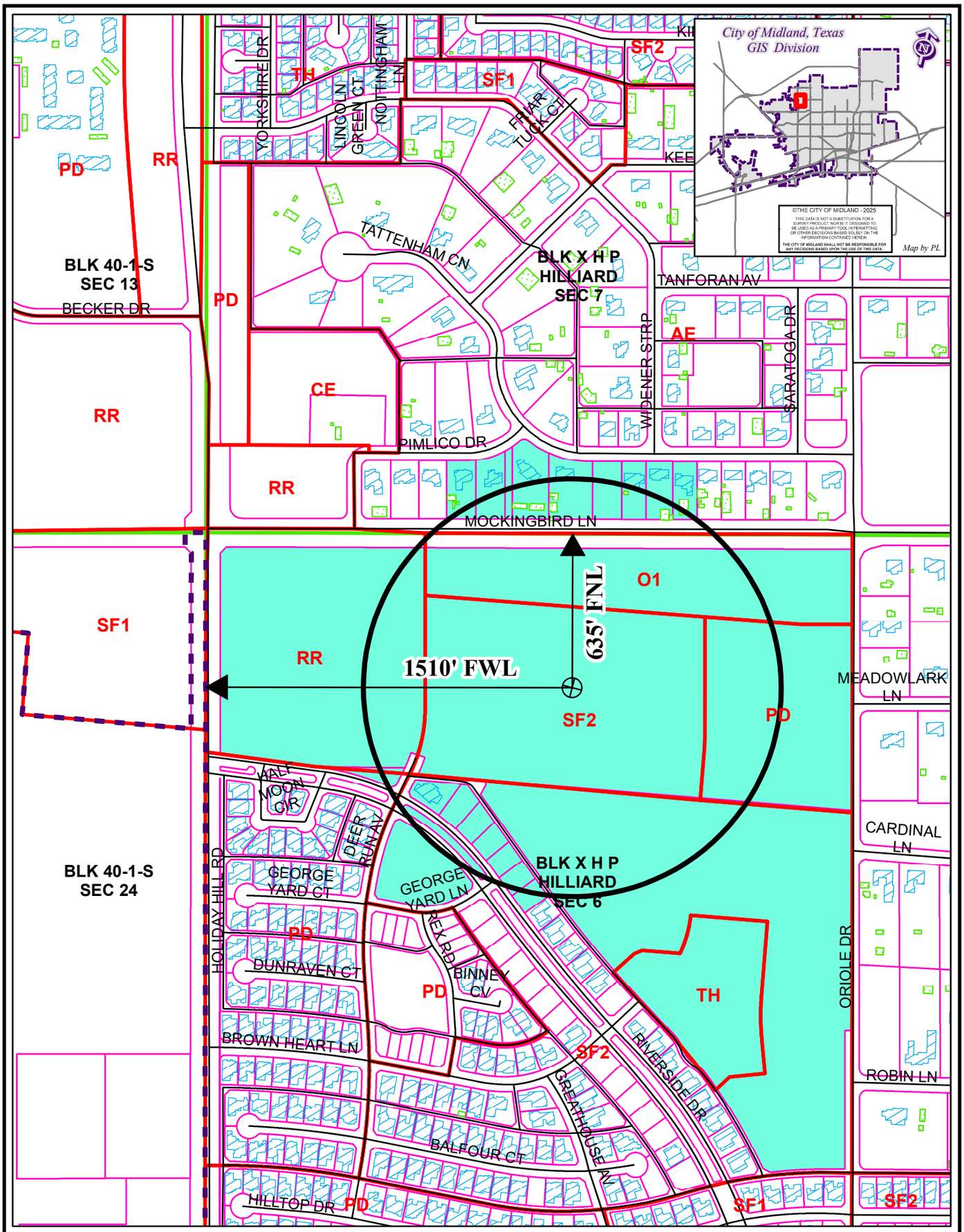
EXHIBIT 'E'

SURFACE OWNER

MOCKINGBIRD
MB-802H

Situated in Section 6, A-15
Block X, H.P. Hilliard
Survey,
Midland County, Texas

Printed by: JRhatcher
6/23/2025 11:06:43 AM



LOCATION AND ZONING MAP

Oil-070222-2025 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 635' FNL and 1,510' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 635 feet south of Mockingbird Lane and 1,510 feet east of Holiday Hill Road.

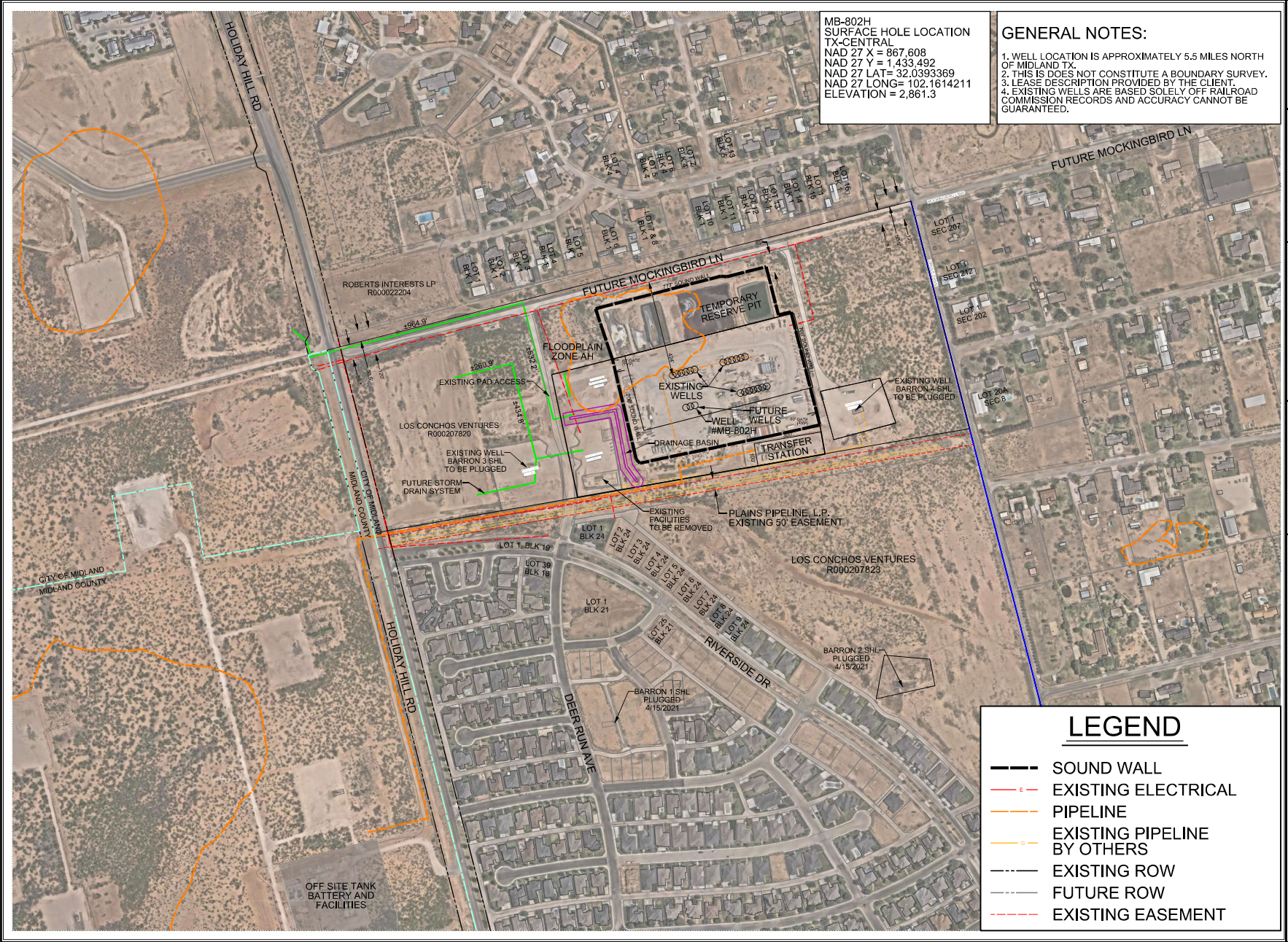
MB-802H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

FIREBIRD ENERGY II, LLC
7900 W HWY 80
MIDLAND, TX 79706
PHONE: (432) 205-2000

SITE PLAN PREPARED BY:

Westwood

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

ARDURRA

ARDURRA
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10194688

PROJECT NO: N\0053171.00
FILE PATH: N:\0053171.00\Service Groups\Planning
DRAWN BY: JH
REVIEWED BY: CH
DATE: 06/17/2025
REV:

EXHIBIT 'G' - 1

DRILL SITE, GATHERING LINES, ACCESS ROAD, ELECTRIC

MOCKINGBIRD
MB-802H

Situated in Section 6, A-15 Block X, H.P. Hilliard Survey,
Midland County, Texas

Printed by: JRhatcher
11:09:06 AM
6/23/2025

City Council Meeting

Item Number: 41.
Meeting Date: December 16, 2025
To: City Council
From: Isaac Garnett, Community Services Division Manager
Subject: HOLD A PUBLIC HEARING AND CONSIDER A MOTION APPROVING THE RECEIPT AND FILING OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2024/2025

Purpose:
The Consolidated Annual Performance and Evaluation Report (CAPER) provides a comprehensive summary of the City's performance during the prior program year in implementing the goals and activities outlined in the Consolidated Plan for Community Development and Housing funds. Preparation and submittal of the CAPER is required by the U.S. Department of Housing and Urban Development as a condition of the City's designation as a Community Development Block Grant recipient.

Recommended Action:
Approval

Fiscal Impact:
No Fiscal Impact on City Budget.

Strategic Priority:
TRANSPARENT & CONSISTENT COMMUNICATION

Discussion:
During the program year, the City successfully implemented its Community Development Block Grant (CDBG) program in alignment with the goals of the Consolidated Plan, expending a total of $902,782. These funds supported a range of community development and housing activities, resulting in the completion of 13 projects, with 3 additional projects extended into Program Year 2025 (PY25) due to subcontracting delays. Despite these delays, the City made substantial progress in meeting community needs and advancing HUD objectives to provide decent housing, a suitable living environment, and expanded economic opportunities.

Key accomplishments for the program year include:

- **Public Services:**
  - A total of **25,962 individuals** were served through CDBG funded public service activities, addressing critical needs such as basic needs assistance, youth and family services, and other community support programs.

- **Homeless Intervention and Prevention:**
  - **1,944 individuals** received assistance through homeless intervention and prevention services, helping households avoid homelessness, stabilize their housing situations, and connect to supportive resources.

- **Job Creation and Retention:**
  - CDBG investments supported local economic development and small business activities that **created or retained 6 full-time equivalent (FTE) jobs**, contributing to improved employment opportunities for low- and moderate-income residents.

- **Housing Rehabilitation:**
  - **12 owner-occupied homes** were rehabilitated, improving housing quality, safety, and long-term habitability for low- and moderate-income households. These activities helped preserve the existing affordable housing stock and address health and safety concerns.

- **Homebuyer Assistance:**
  - **12 first-time homebuyers** were assisted with down payment and closing costs, increasing access to homeownership for low- and moderate-income households and supporting neighborhood stability.

Overall, the City's CDBG activities during the program year reflect effective use of federal resources to serve low- and moderate-income residents, support vulnerable populations, improve housing conditions, and foster economic opportunity. These accomplishments will be fully reported and evaluated in the CAPER, as required by the U.S. Department of Housing and Urban Development.

Attachments:
A. CAPER DRAFT PY24 updated

Isaac Garnett, Development Services - Community Services	Created/Initiated - 12/3/2025
Elizabeth Triggs, Development Services	Approved - 12/4/2025
Christy Weakland, Finance	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/8/2025
Jose Ortiz, City Manager	Approved - 12/9/2025
Morris Williams, City Manager	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

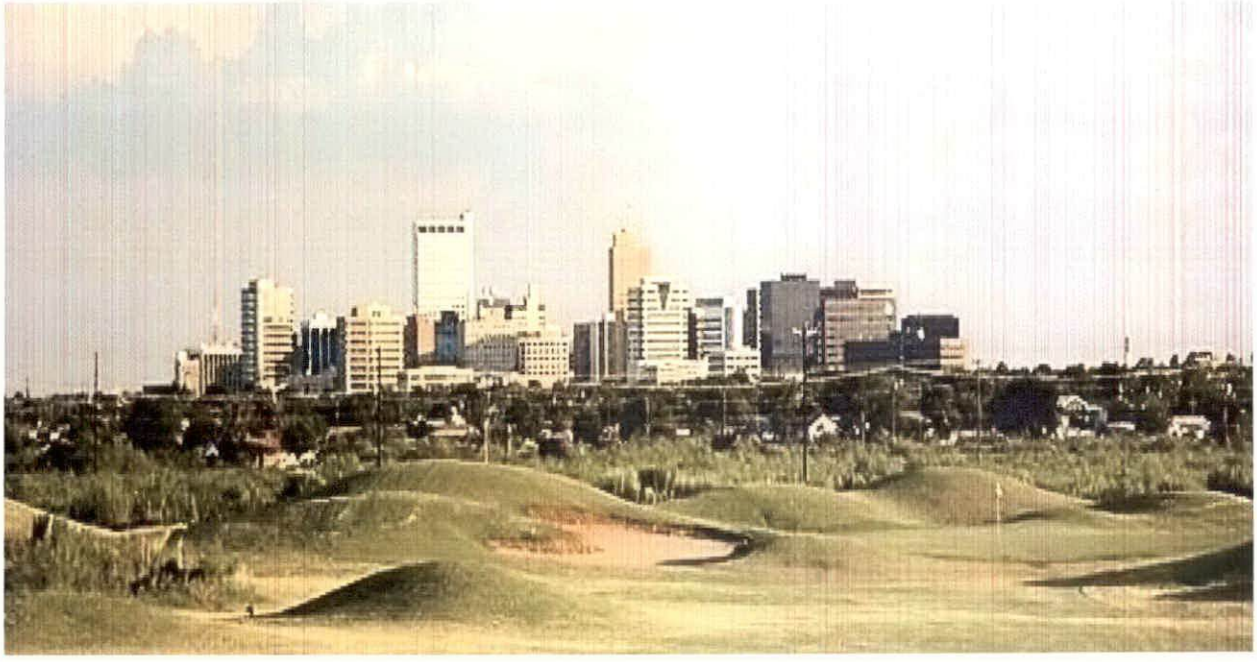
CAPER COVER PY2024

City of Midland Community Development

Consolidated Annual Performance and

Evaluation Report (CAPER)

CDBG PY2024-2025



OMB Control No: 2506-0117 (exp. 09/30/2021)

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Consolidated Annual Performance and Evaluation Report (CAPER) presents the accomplishments made from October 1, 2024, to September 30, 2025, towards implementing the City of Midland's Consolidated Plan for Community Development and Housing Funds. The CDBG program year covered the fourth year of the current Five-Year Consolidated Plan. The Consolidated Annual Performance and Evaluation Report (CAPER) provides detailed financial and beneficiary information explaining how the City of Midland is carrying out its housing and community development strategies, projects, and activities, outlined in the 2020-2024 Consolidated Plan. The U.S. Department of Housing and Urban Development (HUD) requires the city to prepare a Consolidated Plan as a pre-requisite for participation in HUD programs such as the Community Development Block Grant (CDBG). CAPER consists of narrative text presented in a format answering numerous questions from HUD and an appendix that contains back up documents and other essential information. The Community Development Block Grant is the only HUD grant allocated directly to the City of Midland. This year report summarizes the results of activities that have taken place during PY 2024. It provides information for HUD and citizens of the City of Midland to review funded programs and evaluate performance against established goals. The City of Midland CDBG Prioritization Committee identified community goals and priorities utilizing an application process and public input. Based on this information, interested agencies submitted proposals to meet these objectives. Proposals for funding were received and per city ordinance; the proposals were reviewed and scored by city staff and funding recommendations were made by the Prioritization Committee to the full council for approval. As a result, the city council and mayor approved 15 activities to be awarded utilizing HUD funds. CDBG funds were allocated in the following ways to achieve our program objectives during the past year: Affordable housing, Homeless/Indigent Services, Infrastructure Improvements, public services and CV19 services. The City of Midland expended a total of ($985,862) in annual entitlement funding to: • Served (25,962) on a continual basis through public service activities during the program year • Assist (1,944) people with Homeless Prevention activities • Create or retain (6) FTE jobs • Rehabilitate(12) homeowner homes • Assist (12) first time homebuyers (3) public facilities rehabilitation and upgrades that will served 400 households approximatly 1,700 for low-and moderate income citizens • Indigent Services Driver's License (12) • Indigent Services Birth Certificates or ID's (18)

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and

explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Homebuyers Housing Assistance	Affordable Housing	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		0	0	
Affordable Homebuyers Housing Assistance	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		12	12	100.00%
Affordable Homebuyers Housing Assistance	Affordable Housing	CDBG: $	Direct Financial Assistance to Homebuyers	Households Assisted	20	25	125.00%	12	12	100.00%
Affordable Housing Development	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	50	54	108.00%			
Bunche Elementary Crossing Safety Light	Safe routes to school	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	200	100.00%			

Casa De Amigos Senior Grab-N-Go Meals	Senior Services	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	440	440	100.00%			
City of Midland Health Department COVID -19	COVID-19 related health needs	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	5000	5000	100.00%			
City of Midland Health Department COVID -19	COVID-19 related health needs	CDBG: $	Jobs created/retained	Jobs	10	4	40.00%			
Clearance and Demolition	Removal of delapidated housing from neighborhoods	CDBG: $	Buildings Demolished	Buildings	5	1	20.00%			
Clearance and Demolition	Removal of delapidated housing from neighborhoods	CDBG: $	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	1	1	100.00%			
Economic Development	Non-Housing Community Development	CDBG: $	Jobs created/retained	Jobs	15	15	100.00%			
Emergency Homeless Shelter COVID boarding recovery	Homeless	CDBG: $	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	20	20	100.00%			

Essential Services	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	900	2310	256.67%			
Essential Services	Non-Housing Community Development	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	8000	9970	124.63%			
Essential Services	Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	0				
Essential Services	Non-Housing Community Development	CDBG: $	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0				
Essential Services	Non-Housing Community Development	CDBG: $	Homelessness Prevention	Persons Assisted	0	0		1102	1700	154.26%
Essential Services	Non-Housing Community Development	CDBG: $	Buildings Demolished	Buildings	0	0				
Essential Services	Non-Housing Community Development	CDBG: $	Other	Other	0	0		0	0	
Homeless Meals Program	Homeless	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
Homeless Meals Program	Homeless	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	15500	32760	211.35%	110	120	109.09%

Homeless Meals Program	Homeless	CDBG: $	Homelessness Prevention	Persons Assisted	0	0		500	1700	340.00%
Infrastructure Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		450	400	88.89%
Infrastructure Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	600	763	127.17%			
Infrastructure Improvements	Non-Housing Community Development	CDBG: $	Facade treatment/business building rehabilitation	Business	0	0		0	0	
Infrastructure Improvements	Non-Housing Community Development	CDBG: $	Homeowner Housing Added	Household Housing Unit	0	0		0	0	
Infrastructure Improvements	Non-Housing Community Development	CDBG: $	Jobs created/retained	Jobs	9	11	122.22%			
Public Services	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		320	400	125.00%
Public Services	Non-Housing Community Development	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	1143	1600	139.98%			

Rental Housing Subsidies	Affordable Housing	CDBG: $	Homelessness Prevention	Persons Assisted	120	430	358.33%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

An assessment of the progress made in addressing the priority needs and objectives of the Five-Year Consolidated Plan is included. The CDBG staff has determined that substantial progress is being made in the aggregate in meeting the Consolidated Plan objectives. The CDBG staff has continued to step towards addressing various federal requirements such as Affirmatively Furthering Fair Housing as well as monitoring and implementation strategies to maintain affordable housing, reducing lead-based paint hazards, and eliminating barriers to affordable housing. staff then focused on specific responses to the following need areas: Greenwood Addition, Southern Addition, Moody, South Park, TrueLand neighborhoods. During PY24 the City continued to work towards accomplishing the five-year goals set out in the consolidated plan. During the program year several of programs awarded continue to experience staffing issues, two public facility projects at the Southeast Senior Center is still ongoing. The CDBG office is still on track to meet or exceed most goals set in the consolidated plan, with eight primary objectives already met. The City of Midland Home-Owner Rehabilitation program continues to see progress with home repairs. This year an average of $6,000 was spent per home on minor repairs. The City of Midland CDBG office continues to struggle with contractors being able to carry out home repairs for homeowners within the current $5,000 limit. We actively recruit potential vendors to perform the project needed for our community at a affordable rate. During the program year the city received over $170,748 in Program Income; the majority of this came from the repayment of the CDBG reconstruction loans. Funds were reallocated back to a project that is designated as a high priority.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	23,877
Black or African American	2,076
Asian	9
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	**25,962**
Hispanic	15,577
Not Hispanic	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

DRAFT

Narrative

The racial and ethnic composition of assistance describes the characteristics of families/households/persons assisted and ethnic status by estimates and hard data due to limited demographics information with hard to serve communities. It provides an assessment of the relationship between the use of CDBG funds and CDBG-CV19 funds to assist in the priorities and specific objectives outlined in the Consolidated Plan. CR10 data does not include all race types reported in IDIS and therefore does not represent the total families served. Prior census data demonstrated that most of the low and moderate income (LMI) census tracts were in the southern and eastern quadrant of the city. This area was targeted during the last Consolidated Plan due to the continued higher the average poverty ratio. New census data gathered during the development of the Consolidated Plan showed a stabilization in the number of LMI census tracts throughout the city. This is the basis for targeting specific geographical locations within our jurisdiction. In the development of the Consolidated Plan, two target areas were defined. There are pockets of poverty and unemployment in the historically minority communities but the cdbg office is working with other departments and agencies to create new investments and revitalization opportunities. The areas are historically blue-collar working-class neighborhoods with extensive underdeveloped streets, sidewalks, and recreational facilities. HUD funds expended during this program year, approximately 80%, were spent on activities that were identified to serve persons with a presumed benefit (Seniors, youth, and special needs) located within the designated target areas. This percentage includes CDBG Public Service activities, emergency shelter and crisis intervention management services. The CDBG office adapted by use of virtual appointments

andphone/scan applications. In addition, the low availability of housing stock and the high competitiveness in the housing market priced many first-time homebuyers out of the market.

DRAFT

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,500,807	

Table 3 - Resources Made Available

Narrative

Previous target areas of the low and moderate income (LMI) census tracts had been in the southern quadrant of the city and this area was targeted during the last Consolidated Plan. New census data, gathered during the development of the Consolidated Plan, showed a potential rise in the number of LMI census tracts throughout the eastern part city and specific pockets (blocks) of poverty as a whole; this is the basis for targeting specific geographical locations within the jurisdiction. In the development of the Consolidated Plan, two target areas were defined. There is a high level of poverty and unemployment, but also areas available where new investments and revitalization can occur. HUD funds expended during this program year, approximately 90%, were spent on activities that were identified to serve beneficiaries located within the designated target areas.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
BRADFORD PARK/2004 TARGET AREA			
City of Midland			City-wide
Greenwood Addition	7		
Low and Moderate Income Census Tracts	80		Low/Moderate Income
MLK			
MULBERRY DRAW			
Ratliff Park 2017			
SAN JUAN 2021 TARGET AREA			
Southern Addtion	8		
SPARKS PARK			
WASHINGTON PARK/2005 TARGET AREA	5		

Table 4 – Identify the geographic distribution and location of investments

Narrative

Previously most of the low and moderate income (LMI) census tracts were in the east and southern

quadrant of the city and this area was targeted during the last (2015-2020) Consolidated Plan. New census data, gathered during the development of the (2020-2025) Consolidated Plan, showed no significant rise in the number of LMI census tracts throughout the city as a whole and this is the basis for the continued targeting of specific geographical locations within the jurisdiction. Of all the HUD funds expended during this program year, approximately 95% were spent on activities that were identified to serve beneficiaries located within the designated target areas.

DRAFT

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The CDBG office continues to target areas of the low and moderate income (LMI) census tracts within the in the southern and eastern quadrant of the city and this area was targeted during the last Consolidated Plan. New census data, gathered during the development of the Consolidated Plan, showed a potential rise in the number of LMI census tracts throughout the eastern part city and specific pockets (blocks) of poverty as a whole; this is the basis for targeting specific geographical locations within the jurisdiction. In the development of the Consolidated Plan, two target areas were defined. There is a higher level of poverty and unemployment within eastern and southern census tracts relative to the city as a whole. These funds were leveraged with the City's general funds in order to accomplish the annual objectives. Public service projects concentrated efforts to address the needs of families, children, and youth in highrisk populations, consistent with the identified priority needs.

DRAFT

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	10	12
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**10**	**12**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	8	7
Number of households supported through Rehab of Existing Units	10	12
Number of households supported through Acquisition of Existing Units	6	5
Total	**24**	**24**

Table 6 – Number of Households Supported

DRAFT

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In PY24 the CDBG office had to adjust the program focused in its minor repair programs due to the inflationary cost of goods and services throughout our city. Housing stock for persons at or below 80% AMI is extremely difficult to find and maintain due to low wages relative to the cost of living in Midland County. The CDBG Homeowner Repair program served 12 homeowners, providing necessary safety and sanitary improvements. The First-time Homeowner Loan Program applied for down payment and closing cost to houses for 12 homeowners. Christmas In Action is a community housing benevolence program

that assists homeowners when this office is limited or restricted by HUD rules. The CDBG office approved a change to policy to allow maximum assistance for roof repairs up to $6,000 to include lead-based paint housing inspections.

Discuss how these outcomes will impact future annual action plans.

Major projects' delays continue to be affected by the time it takes to secure all the necessary contracting requirements and prior commitments before the projects can get underway. The CDBG office will continue to try advertising, hold contractor outreach meetings, and find ways to help increase the availability of quality affordable housing contractors as we endeavor to create an economically thriving, inclusive community with quality housing opportunities for all residents. One of the biggest delays for major projects is caused by the time it takes to secure all the necessary procedures before the projects can get underway. Additionally, minor rehabilitation projects have resulted in an increased cost per home which has affected the number of households served, exacerbated by the shortage of available qualified contractors. The city continues to try and find ways to help increase the availability of quality affordable housing over the next several years.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	12	0
Moderate-income	12	0
Total	**24**	**0**

Table 7 – Number of Households Served

Narrative Information

The federal, state, and local resources available to address the needs identified in the Action Plan included local grant funds under CDBG. Public service projects concentrated efforts to address the needs of families, children, and youth in high-risk populations, consistent with the identified priority needs. Use of CDBG and city funds leveraged with other nonprofit resources were of great benefit to assist individuals and communities. The CDBG office partnered with the city engineering department to secure contracts for infrastructure projects that leveraged limited resources.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Community Development Department continues to support specific projects that address the Homeless Needs Objectives of the Consolidated Plan or support public services that assist the homeless or homeless prevention activity. Local groups, including faith-based organizations, have maintained and even expanded the facilities serving the homeless with little federal support. The United Way of Midland and Family Promise of Midland continue their work with the families toward transitioning from supportive housing to permanent housing. Midland has 341 chronically Homeless individuals identified in 2024 that are living in other than permanent housing. The survey asked each person what services are currently needed. The top three answers are housing, transportation and food, which is reflective past surveys. Outreach programs for unsheltered persons are not currently funded by the City of Midland, but there is outreach programs organized locally by faith based and nonprofit organizations that reach out to unsheltered individuals in coordination with the CDBG office. Midland's Homeless Network outreach program operates using a Housing First approach with an emphasis on services that support self-sufficiency, such as obtaining vital documents, and finding creative solutions to connect them to housing resources. The network provides a variety of services and assesses people's needs. In addition, the outreach comes together each year to perform the "Point In Time" count survey of the unsheltered population.

Addressing the emergency shelter and transitional housing needs of homeless persons

Midland Salvation Army provided shelter and essential services to homeless persons by using agency contribution funds for operational expenses and CDBG funds for emergency COVID19 isolation efforts and case management services. During the program year (341) individuals were assisted on a regular basis and an average overnight stay populaiton of (94) people, and thousands of meals were served in the program year. In addition, birth certificates were collected, social security cards were recovered as well as ID's. The salvation Army partnered with Midland Memorial Hospital to refer and coordinate drug and mental health recovery for sheltered individuals. The Genesis Center of the Permian Basin has a forty-person capacity facility located in central Midland and continues to operate giving emergency services to vulnerable persons. Other entities providing emergency shelters include Village Square, and the Journey Home (emergency units).

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care

facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In PY24 Midland mental health providers (PemiaCare) is recognized as the authority in Midland County providing mental health, intellectual, developmental disability, and substance use disorder services. The CDBG office meets with staff during our homeless network efforts to coordinate and make referrals for service. PermiaCare health offers many services to include veteran's services, Inpatient treatment, counseling, advocacy, and linkage to other resources. They help adults and children who are struggling with managing and improving their mental health. The CDBG office receives occasional phone and walk-in request for services for persons who have had difficulty finding and keeping stable housing because of their mental illness. The local economy provides scarce housing opportunities for low and moderate-income families and the CDBG office is building a relationship to increase housing opportunities. Efforts to better prepare the workforce include existing employment training programs and expanded education programs from our local colleges and universities. As an anti-poverty strategy, we employ assistance programs to the poorest of Midland's population (those with incomes below 30% to 80% of AMFI). City housing assistance programs are designed to minimize the housing financial burden on its recipients. Compliance with the HUD Section 3 objective has also contributed to expanding economic opportunities as most CDBG work contracts in the housing programs and slum/blight activities are performed by local small businesses. Increased promotions of Section 3 opportunities continue to be part of the CDBG department's efforts. Included in the efforts are reaching out to minority business enterprises and woman owned business enterprises. Helping homeless persons (especially chronically homeless individuals and families, families

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Midland Homeless Coalition is part of the Statewide Balance of State Continuum of Care program. The goal of the Balance of State (BoS) is to encourage planning and coalition building in communities with fewer resources. The Midland Homeless coalition has merged with the Midland Affordable Housing Association, which meets monthly to identify available resources within our community to serve approximately (341) homeless individuals now living in the midland city limits. The City of Midland CDBG department participates and plans alongside other local agencies to define the homeless' needs through a Point-in-Time survey. The Coalition use results from the Needs/Gaps Analyses to establish short and long-term goals developed by our coalition group policies, strategies and goals to allow for the development of actionable plans to end homelessness through projects to fill gaps in shelter and/or services providers. The City of Midland CDBG office coordinated with Midland Soup Kitchen, Breaking

Bread Ministries, Casa de Amigos, St. Paul Society, St. Ann's Catholic Church, Helping Hand of Midland, Safe Spaces of Midland, Family Promise of Midland Inc. Fields Edge and Midland Salvation Army to provide Homelessness Prevention/ Intervention services in the form of rental, utility, food, document recovery assistance and transitional housing.

DRAFT

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Residents of the City of Midland PHA community were actively involved in the planning and development of board approved programs for their developments. The City of Midland PHA board meet monthly to discuss concerns as well as plan events and activities for their communities. Residents are engaged throughout the conversation process to provide information on the new structure planning, provide input on any planned renovations and to understand the choice mobility voucher option that is made available to them through the Midland County Housing Authority. The CDBG office usually conducts a needs assessment along with the PHA to help determine the residents' personal needs, educational, and employment aspirations; needs assessments are conducted by development property to address fundamental concerns during the pandemic. Personal barriers that prevent self-sufficiency may include a lack of life and personal skills, clothing, transportation, and chronic health conditions. Once those barriers are addressed, the CDBG office assists residents in connecting with partner agencies and organizations to obtain whatever may be necessary to help the citizens become self-sufficient (PHA Liaison). Pre-existing initiatives were continued in PY 2024/25. The City Housing Authority has a "residents' council." Similar councils exist for the HUD Section 202 housing projects. Additionally, the City of Midland has assigned the CDBG Office to be the liaison to the City of Midland Housing Authority.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The CDBG office partnered with the Midland County Housing Authority and the City of Midland Housing Authority to educate 200 plus residents and voucher holders regardinag homeownership eductions in the program year. Personal barriers that prevent self-sufficiency outcomes may include a lack of life and parenting skills, clothing, transportation, childcare, chronic health conditions and financial literacy are contributors. Those barriers are addressed; the CDBG office assists residents in connecting with partner agencies and organizations to obtain a high school/higher education or whatever may be necessary to help the citizens become self-sufficient. Midland PHA communities are actively involved in the development of programs for their communities. The CDBG office represents the city as the designated liaison to the PHA board of directors and offers input in its direction and overall housing strategy. The PHA's have Resident Associations that meet monthly to discuss concerns within the community and offer enrichment activities. Each Association has a set of ByLaws that have been voted on and approved by the members that outline how their association will operate. The CDBG office participates in training on steps to move from subsidized housing to homeownership that includes job seeking, communicating in the workforce, dress-for-success and financial literacy to all residents.

Actions taken to provide assistance to troubled PHAs

PHA's are high performance agencies.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The CDBG department will continue to provide favorable consideration in re-zoning cases, mobile home occupancy permits and sidewalk waivers to decrease barriers to development. The City continues to reduce and/or waive development and building permit fees for affordable housing projects, and to use local funds to pay for public improvements required on affordable housing sites. The city has completed its strategy of targeted effort to achieve visible, lasting impact in selected target areas. The City of Midland continues to implement zoning codes which encourage affordable housing opportunities of various lot sizes. These housing types are allowed in certain areas and can introduce density and affordability, while remaining compatible with nearby single-family neighborhoods. The City of Midland Affordable Housing Strategies are being incorporated and combined with input from the public and subject matter experts (small housing developers) about how Midland can build and maintain strong neighborhoods. The recommendations will set the stage for modifications to regulatory documents associated with development activities in the city, such as the Zoning Code, Subdivision Regulations, and Building Codes. Further insight into potential regulatory limitations will be gathered through a series of roundtable discussions, community "RAP" sessions, nonprofit organizations that work through the permitting processes of the City as they develop properties. These insights will make recommendations to make the permitting process more consistent, transparent, and predictable.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Midland Affordable Housing Strategy is being incorporated and combined with input from the public and subject matter experts about how Midland can build and maintain strong neighborhoods. The recommendations will set the stage for modifications to regulatory documents associated with development activities in the city, such as the zoning code, subdivision regulations, and building codes. Further insight into potential regulatory limitations will be gathered through a series of roundtable discussions with organizations that work through the permitting processes of the City as they develop properties. These insights will make recommendations to make the permitting process more consistent, transparent, and predictable.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The CDBG programs that provided rehabilitation to owner-occupied homes built prior to 1978 must be tested for leadbased paint (LBP) hazards using a Certified LBP inspector or risk assessor. In homes were an inspection confirmed the presence of LBP (or it was presumed), all contractors were required to implement safe work practices during the rehabilitation work in accordance with HUD's LeadSafe Housing Rule. Grants administration includes additional measures to ensure specific grant funded

activities comply with LBP regulations. Additional language is included in subrecipient agreements for projects where rehabilitation work occurs, requiring subrecipients to produce documentation of LBP testing prior to any work commencing. Additionally, the CDBG administration's Construction Checklist used for granting funded construction and housing projects includes a check for LBP compliance.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Midland funded educational programs and provides after school programs with the Boys & Girls Club of Midland. In addition, other programs offered mentoring to people and assistance to victims of abuse. Services to help homeless individuals on a path to self-sufficiency were also conducted during the program year.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Program year 2024 goals and priorities were set with input from the public, nonprofit organizations, and the city's community development prioritization committee. In April 2024 grant applicants were informed of the city's goals, priorities, and target areas. Once funding was awarded, the CDBG office continued to review the performance of projects and programs during the year. The utilization of city departments as well as nonprofit organizations, community and faith-based organizations, developers, and social service agencies to carry out projects for the fourth year of the Five-Year Consolidated Plan. Multiple philanthropic organizations throughout the City also provide funding to the projects/programs not funded with HUD grant dollars. These leveraged dollars allowed our grant recipients to continue or expand their programs during the year.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The CDBG office meets monthly to coordinate, plan, and implement strategies with Midland Apartment Association, Midland Home Builders Association, Midland Community Development Corporation, and Midland Affordable Housing Alliance.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Community Development Division of the City of Midland conducted the Analysis of Impediments and staff has primary responsibility for implementation of City actions to overcome the effects of the impediments identified in the Analysis of Impediments and monitor progress reflecting the analysis and actions in this regard. The City of Midland conducted research on various issues affecting fair housing to include demographics and zoning. A comprehensive review of the laws, regulations, and administrative policies, procedures, and practices, were reviewed and updated to include assessments of how those laws, regulations, policies, procedures, and practices affect the location, availability, and accessibility of housing. Additionally, an assessment of conditions, both public and private, affecting fair housing choice

in the geographic area covered was performed.

DRAFT

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

All funded projects and agencies were assigned a risk factor rating to identify which projects were to be monitored onsite during the program year. This assessment rates risk based upon the type of project, compliance issues, complexity of the project, and known capacity of the agency. Agencies with a highrisk rating or new grant awardees are selected for formal onsite monitoring as well as those programs not monitored in the last two years. The CDBG office utilizes the HUD CPD Monitoring Handbook as its standard and guideline for each formal monitoring visit. Desk monitoring of all HUD funded programs and projects was conducted throughout the year to ensure compliance with regulations and agreement requirements. Physical projects are inspected on a periodic basis until completion to confirm construction/rehabilitation projects are progressing and funds are being spent as planned. It is the policy of the City of Midland to encourage the use of minority or woman owned businesses in contracting opportunities. As part of HUD's grant requirements and written agreements, agencies performing construction and rehabilitation projects are encouraged to hire Section 3 residents and/or utilize Section 3 businesses and WMBE businesses when contracting or subcontracting.

DRAFT

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City monitored the expenditure of CDBG funds throughout the year to ensure that projects funds, either during this year or from prior years, were completed and dollars expended. The City of Midland posted notices in the Midland Reporter Telegram at least 15 days in advance of public hearings. In addition, notice was posted on the City's website and social media sites. The Community Development Office holds and participates in public meetings, and small community feedback groups are held when requested; furthermore, information is posted on City Web pages and in the City Secretaries office and the public libraries to gather input from citizens. Public notices are advertised in the MRT accordance with city and federal guidelines. The draft CAPER was available for public comment from November 29 – December 15, 2025.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Midland is prepared to make substantial changes to the CDBG program objectives and goals during the year due to unforeseen circumstances and considerations. The City monitored the expenditure of CDBG funds throughout the year to ensure that projects funds, either during this year or from prior years, were completed and dollars expended.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Midland is prepared to make substantial changes to the CDBG program objectives and goals during the year due to unforeseen circumstances and considerations. The City monitored the expenditure of CDBG funds throughout the year to ensure that projects funds, either during this year or from prior years, were completed and dollars expended.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0				
Direct, on-the job training (including apprenticeships).	0				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0				
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0				
Outreach efforts to identify and secure bids from Section 3 business concerns.	0				
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0				
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0				
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.	0				
Held one or more job fairs.	0				
Provided or connected residents with supportive services that can provide direct services or referrals.	0				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0				
Assisted residents with finding child care.	0				
Assisted residents to apply for, or attend community college or a four year educational institution.	0				
Assisted residents to apply for, or attend vocational/technical training.	0				
Assisted residents to obtain financial literacy training and/or coaching.	0				
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0				
Provided or connected residents with training on computer use or online technologies.	0				
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0				
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0				

Other.	0				

Table 9 – Qualitative Efforts - Number of Activities by Program

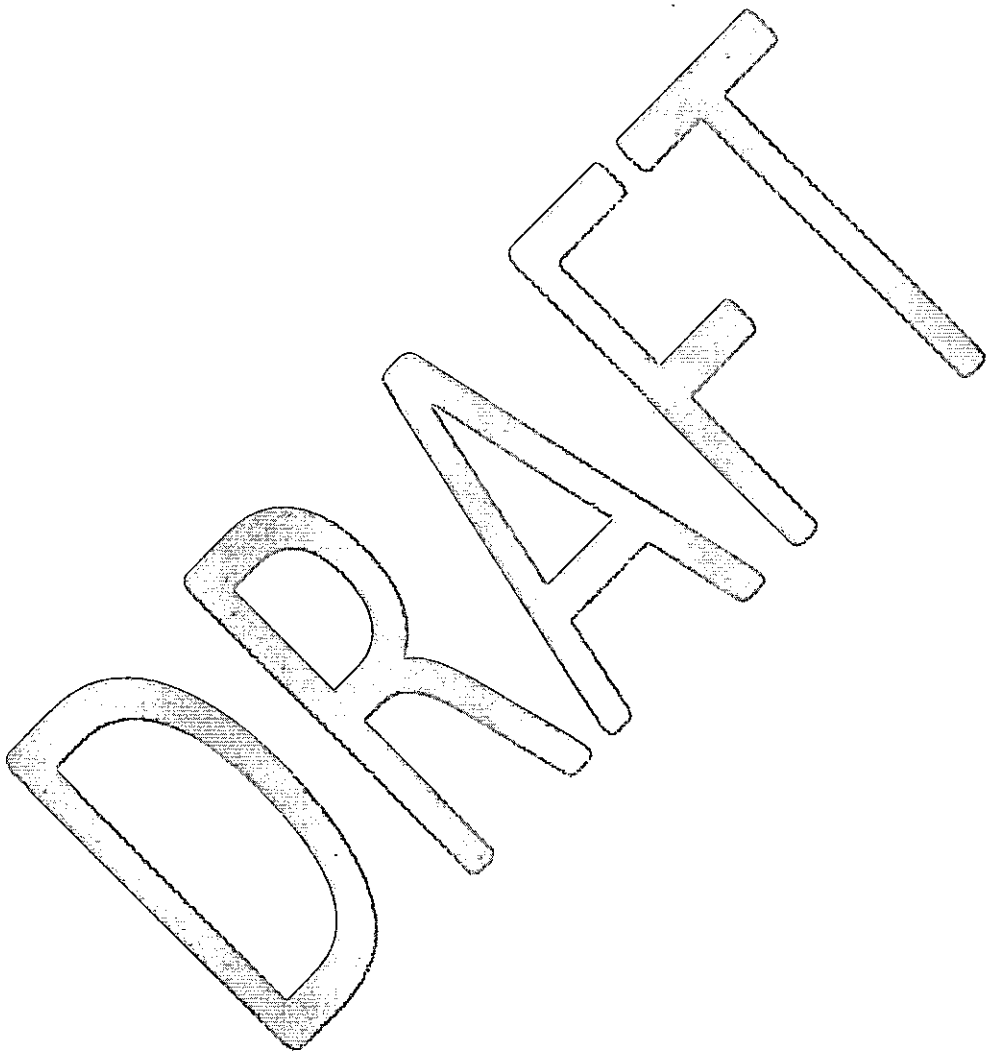
Narrative

The housing program is designed to work collaboratively with other programs and service providers to identify and develop short and long-term strategies for meeting the needs of low-income persons and their families.

DRAFT

Attachment

MRT CAPER Notice 2024



HEARST | COMMUNITY MEDIA GROUP

Midland Reporter-Telegram

ORDER CONFIRMATION

Today's Date	11/24/2025
P.O. Number	
Description	Public Hearing Notice for CAPER PY25
Campaign Id	11083875
Sales Rep	kevin.scanniello@hearstmp.com

Bill To

CITY OF MIDLAND COMMUNITY DEVELOPMENT
ISAAC GARNETT
PO BOX 1152
MIDLAND TX 79702
Tel. 432 685-7408
Account Id: 21001546

Advertiser

CITY OF MIDLAND COMMUNITY DEVELOPMENT
ISAAC GARNETT
PO BOX 1152
MIDLAND TX 79702
Tel. 432 685-7408
Account Id: 21001546

Additional Details

Order Contact Name	
Comments	

Cost Summary

Gross Amount	$ 264.09
Agency Commission*	$ 0.00
Net Amount	$ 264.09
Sales Tax	$ 0.00
Order Total:	**$ 264.09**

Prepayment Details

Pre-Payment Amount	Pre-Payment Date	Pre-Payment Card

No Pre-Payments on this order

Print

Product	Section / Position / Classified Category	Start	End	Color	Ad Size(s)
Midland Reporter Online	Section Placeholder Any Legals	11/25/2025	12/5/2025		
Midland Reporter-Telegram	Section Placeholder Any Legals	11/25/2025	11/29/2025		3x30 Dis

COPY OF ADVERTISEMENT

Content shown below may not be actual size and is scaled for proofing

PUBLIC NOTICE

City of Midland Consolidated Annual Performance and Evaluation Report

The City of Midland has prepared and will Hold A Public Hearing (12/16/2025) for the Consolidated Annual Performance and Evaluation Report (CAPER) from October 1, 2024, to September 30, 2025, program year. The CAPER describes the progress towards addressing needs identified in the City's Consolidated Plan for Community Development and Housing funds.

The CAPER may be examined at the following locations:

City Secretary's Office – Room 330, City Hall, 300 N. Loraine
Casa de Amigos – 101 E. Garden Lane
City Housing Authority – 700 W. Scharbauer Drive
Martin Luther King Jr. Community Center – 2300 Butternut
Midland County Branch Library – 7003 W Loop 250 N
Midland County Public Library – 301 W. Missouri
Midland Senior Center – 3303 W Illinois, Space #18
SE Community Senior Center – 1800 E. Indiana

Please direct any written comments to the Community Development Division, PO Box 1152, Midland, Texas, 79702, or Isaac G Garnett igarnett@midlandtexas.gov by December 15, 2025. The Public Hearing will be held at 300 N. Loraine St. Council Chambers 10:00am and submitted to HUD by December 26, 2025.

FAIR HOUSING is the Law. To report housing discrimination, call 1-800-669-9777 or visit the web at www.hud.gov.


CLASSIFIED
Marketplace
LEGAL NOTICES
Garage & Estate Sales
Recreation
At Your Service
CMHMCS, LLC
SPRINKLER & DRIP SYSTEM REPAIR
dlh & Sons Plumbing & Air Conditioning Sales & Service
Firewood By 2 Fireman Oak, Pinon & Mesquite
EMPLOYMENT
HEALTHCARE
Let Classifieds Work For You!
Call 432-687-8815
LEGAL NOTICES

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	670,950.00
02 ENTITLEMENT GRANT	973,411.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	170,748.17
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,815,109.17
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	898,084.45
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	898,084.45
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	898,084.45
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	917,024.72
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	767,945.60
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	767,945.60
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	85.51%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	340,001.50
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	340,001.50
32 ENTITLEMENT GRANT	973,411.00
33 PRIOR YEAR PROGRAM INCOME	85,075.86
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	1,500,807.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	2,559,293.86
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	13.28%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	0.00
42 ENTITLEMENT GRANT	973,411.00
43 CURRENT YEAR PROGRAM INCOME	170,748.17
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,144,159.17
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	0.00%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2024	5	442	7005818	Casa de Amigos Senior Nutrition Program	03A	LMC	$5,800.00
2024	5	442	7018640	Casa de Amigos Senior Nutrition Program	03A	LMC	$11,600.00
2024	5	442	7052057	Casa de Amigos Senior Nutrition Program	03A	LMC	$11,600.00
					03A	**Matrix Code**	**$29,000.00**
2024	8	446	7005825	Mission Adult Day Center Take Home Terrific Program	03B	LMC	$15,264.37
2024	8	446	7052057	Mission Adult Day Center Take Home Terrific Program	03B	LMC	$11,297.63
					03B	**Matrix Code**	**$26,562.00**
2024	13	452	7005830	Salvation Army Homeless Program	03C	LMC	$100,000.00
2024	14	453	7005836	Breaking Bread Homeless Outreach Facility Improvement	03C	LMC	$22,744.80
					03C	**Matrix Code**	**$122,744.80**
2024	4	441	7052057	City of Midland Parks & Rec Dunagun Park Facilities	03F	LMJFI	$159,942.30
					03F	**Matrix Code**	**$159,942.30**
2022	7	418	6978348	Southeast Senior Center Parking Lot Replacement	03G	LMJFI	$10,744.36
					03G	**Matrix Code**	**$10,744.36**
2024	7	445	7038209	Senior Life Midland Meal on Wheels Weekend	05A	LMC	$12,825.00
					05A	**Matrix Code**	**$12,825.00**
2024	10	448	7009198	Thriving United Peer Support Specialist	05F	LMC	$19,648.84
2024	10	448	7028898	Thriving United Peer Support Specialist	05F	LMC	$3,930.20
2024	10	448	7038209	Thriving United Peer Support Specialist	05F	LMC	$7,573.30
2024	10	448	7045796	Thriving United Peer Support Specialist	05F	LMC	$5,812.55
2024	10	448	7052057	Thriving United Peer Support Specialist	05F	LMC	$16,254.05
					05F	**Matrix Code**	**$53,218.94**
2024	6	444	7028897	Casa de Amigos Senior Home Cleaning Program	05M	LMC	$15,000.00
2024	6	444	7038209	Casa de Amigos Senior Home Cleaning Program	05M	LMC	$5,000.00
2024	6	444	7045796	Casa de Amigos Senior Home Cleaning Program	05M	LMC	$20,000.00
					05M	**Matrix Code**	**$40,000.00**
2024	2	439	6971581	Homebuyer Assistance Program	05R	LMH	$41,823.45
2024	2	439	6993176	Homebuyer Assistance Program	05R	LMH	$24,000.00
2024	2	439	7009201	Homebuyer Assistance Program	05R	LMH	$18,353.10
2024	2	439	7038196	Homebuyer Assistance Program	05R	LMH	$39,000.00
2024	2	439	7045796	Homebuyer Assistance Program	05R	LMH	$9,000.00
2024	2	439	7052057	Homebuyer Assistance Program	05R	LMH	$17,823.45
					05R	**Matrix Code**	**$150,000.00**
2023	6	428	6948279	Senior Center Program	05Z	LMC	$66,000.00
2023	12	434	6948283	Casa de Amigos Home Cleaning Program	05Z	LMC	$4,161.80
2023	12	434	6948838	Casa de Amigos Home Cleaning Program	05Z	LMC	$3,326.40
					05Z	**Matrix Code**	**$73,488.20**
2024	1	438	6993283	OHAP Minor Repair Program	14A	LMH	$42,590.00
2024	1	438	7005821	OHAP Minor Repair Program	14A	LMH	$10,825.00
2024	1	438	7018640	OHAP Minor Repair Program	14A	LMH	$10,870.00
2024	1	438	7045796	OHAP Minor Repair Program	14A	LMH	$25,135.00
					14A	**Matrix Code**	**$89,420.00**
Total							**$767,945.60**

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2024	7	445	7038209	No	Senior Life Midland Meal on Wheels Weekend	B24MC480023	EN	05A	LMC	$12,825.00
								05A	**Matrix Code**	**$12,825.00**
2023	2	437	6950748	No	Thriving United Peer Support Specialist	B22MC480023	EN	05F	URG	$10,469.36
2024	10	448	7009198	No	Thriving United Peer Support Specialist	B24MC480023	EN	05F	LMC	$19,648.84
2024	10	448	7028898	No	Thriving United Peer Support Specialist	B24MC480023	EN	05F	LMC	$3,930.20
2024	10	448	7038209	No	Thriving United Peer Support Specialist	B24MC480023	EN	05F	LMC	$7,573.30
2024	10	448	7045796	No	Thriving United Peer Support Specialist	B24MC480023	EN	05F	LMC	$5,812.55
2024	10	448	7052057	No	Thriving United Peer Support Specialist	B24MC480023	EN	05F	LMC	$16,254.05
								05F	**Matrix Code**	**$63,688.30**
2024	6	444	7028897	No	Casa de Amigos Senior Home Cleaning Program	B24MC480023	EN	05M	LMC	$15,000.00
2024	6	444	7038209	No	Casa de Amigos Senior Home Cleaning Program	B24MC480023	EN	05M	LMC	$5,000.00
2024	6	444	7045796	No	Casa de Amigos Senior Home Cleaning Program	B24MC480023	EN	05M	LMC	$20,000.00
								05M	**Matrix Code**	**$40,000.00**
2024	2	439	6971581	No	Homebuyer Assistance Program	B22MC480023	PI	05R	LMH	$33,538.42
2024	2	439	6971581	No	Homebuyer Assistance Program	B23MC480023	PI	05R	LMH	$8,285.03
2024	2	439	6993176	No	Homebuyer Assistance Program	B23MC480023	PI	05R	LMH	$24,000.00
2024	2	439	7009201	No	Homebuyer Assistance Program	B23MC480023	PI	05R	LMH	$18,353.10
2024	2	439	7038196	No	Homebuyer Assistance Program	B23MC480023	PI	05R	LMH	$34,437.73
2024	2	439	7038196	No	Homebuyer Assistance Program	B24MC480023	PI	05R	LMH	$4,562.27
2024	2	439	7045796	No	Homebuyer Assistance Program	B24MC480023	PI	05R	LMH	$9,000.00
2024	2	439	7052057	No	Homebuyer Assistance Program	B24MC480023	PI	05R	LMH	$17,823.45
								05R	**Matrix Code**	**$150,000.00**
2023	6	428	6948279	No	Senior Center Program	B22MC480023	EN	05Z	LMC	$66,000.00
2023	12	434	6948283	No	Casa de Amigos Home Cleaning Program	B22MC480023	EN	05Z	LMC	$4,161.80
2023	12	434	6948838	No	Casa de Amigos Home Cleaning Program	B22MC480023	EN	05Z	LMC	$3,326.40
								05Z	**Matrix Code**	**$73,488.20**
				No	**Activity to prevent, prepare for, and respond to Coronavirus**					**$340,001.50**
Total										**$340,001.50**

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

No data returned for this view. This might be because the applied filter excludes all data.

PART I: SUMMARY OF CDBG-CV RESOURCES	
01 CDBG-CV GRANT	2,011,990.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL CDBG-CV FUNDS AWARDED	2,011,990.00
PART II: SUMMARY OF CDBG-CV EXPENDITURES	
05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	2,011,413.77
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	2,011,413.77
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	576.23
PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT	
10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	17,396.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	517,556.25
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	534,952.25
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	2,011,413.77
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	26.60%
PART IV: PUBLIC SERVICE (PS) CALCULATIONS	
16 DISBURSED IN IDIS FOR PUBLIC SERVICES	1,896,644.53
17 CDBG-CV GRANT	2,011,990.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	94.27%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
20 CDBG-CV GRANT	2,011,990.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	0.00%

LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

No data returned for this view. This might be because the applied filter excludes all data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

No data returned for this view. This might be because the applied filter excludes all data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	12	381	6428393	CV-19 CASA DE AMIGOS EMERGANCY SERVICES PROJECT	05Q	LMC	$66,161.00
			6466761	CV-19 CASA DE AMIGOS EMERGANCY SERVICES PROJECT	05Q	LMC	$48,700.00
	13	383	6428393	CV-19 SENIOR LIFE MIDLAND MEALS ON WHEELS PROJECT	05A	LMC	$40,357.39
			6466761	CV-19 SENIOR LIFE MIDLAND MEALS ON WHEELS PROJECT	05A	LMC	$23,911.64
			6476021	CV-19 SENIOR LIFE MIDLAND MEALS ON WHEELS PROJECT	05A	LMC	$20,512.46
			6493566	CV-19 SENIOR LIFE MIDLAND MEALS ON WHEELS PROJECT	05A	LMC	$38,246.26
	15	382	6404908	CV-19 UNITED WAY OF MIDLAND EMERGANCY PHONE REFERRAL	05X	LMC	$10,328.45
			6466761	CV-19 UNITED WAY OF MIDLAND EMERGANCY PHONE REFERRAL	05X	LMC	$4,482.07
	16	385	6466761	CV-19 BOYS & GIRLS CLUB PERMIAN BASIN PROJECT	03D	LMJ	$20,000.00
2022	11	423	6822125	CV19 Casa De Amigos Senior Resiliency Program	05O	LMC	$46,610.00
2023	4	426	6937233	Breaking Bread Homeless Outreach Program CV19	03C	LMJFI	$10,469.36
			6955728	Breaking Bread Homeless Outreach Program CV19	03C	LMJFI	$3,954.62
	8	430	6950017	Meals on Wheels CV19	05Z	LMC	$3,473.82
			6971580	Meals on Wheels CV19	05Z	LMC	$14,349.18
		431	6921330	Salvation Army Homeless Meals CV19	05Z	LMC	$100,000.00
	10	432	6971093	MMH Mental Health CRISP Indigent Program CV19	05O	LMCSV	$20,000.00
	11	433	6961074	Senior Mental Health Resiliency Program CV19	05Z	LMC	$46,000.00
Total							**$517,556.25**

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	12	381	6428393	CV-19 CASA DE AMIGOS EMERGANCY SERVICES PROJECT	05Q	LMC	$66,161.00
			6466761	CV-19 CASA DE AMIGOS EMERGANCY SERVICES PROJECT	05Q	LMC	$48,700.00
	13	383	6428393	CV-19 SENIOR LIFE MIDLAND MEALS ON WHEELS PROJECT	05A	LMC	$40,357.39
			6466761	CV-19 SENIOR LIFE MIDLAND MEALS ON WHEELS PROJECT	05A	LMC	$23,911.64
			6476021	CV-19 SENIOR LIFE MIDLAND MEALS ON WHEELS PROJECT	05A	LMC	$20,512.46
			6493566	CV-19 SENIOR LIFE MIDLAND MEALS ON WHEELS PROJECT	05A	LMC	$38,246.26
	14	384	6428393	CV-19 WEST TEXAS FOOD BANK PROJECT	05W	URG	$33,211.08
			6493566	CV-19 WEST TEXAS FOOD BANK PROJECT	05W	URG	$49,788.91
	15	382	6404908	CV-19 UNITED WAY OF MIDLAND EMERGANCY PHONE REFERRAL	05X	LMC	$10,328.45
			6466761	CV-19 UNITED WAY OF MIDLAND EMERGANCY PHONE REFERRAL	05X	LMC	$4,482.07
	17	386	6466761	CV-19 CITY OF MIDLAND HEALTH DEPARTMENT PROJECT	05M	URG	$54,071.57
			6475753	CV-19 CITY OF MIDLAND HEALTH DEPARTMENT PROJECT	05M	URG	$3,075.16
			6476021	CV-19 CITY OF MIDLAND HEALTH DEPARTMENT PROJECT	05M	URG	$2,956.90
			6493566	CV-19 CITY OF MIDLAND HEALTH DEPARTMENT PROJECT	05M	URG	$74,451.24

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	17	386	6517272	CV-19 CITY OF MIDLAND HEALTH DEPARTMENT PROJECT	05M	URG	$13,771.38
			6561473	CV-19 CITY OF MIDLAND HEALTH DEPARTMENT PROJECT	05M	URG	$1,673.75
2020	16	396	6493566	City of Midland Health Department Response (COVID-19)	05M	URG	$93,184.98
			6517272	City of Midland Health Department Response (COVID-19)	05M	URG	$183,278.46
			6561473	City of Midland Health Department Response (COVID-19)	05M	URG	$225,530.92
			6591571	City of Midland Health Department Response (COVID-19)	05M	URG	$82,893.58
			6628435	City of Midland Health Department Response (COVID-19)	05M	URG	$5,345.02
			6647727	City of Midland Health Department Response (COVID-19)	05M	URG	$1,607.00
	17	400	6566156	Casa de Amigos Grab-N-Go Meals (COVID -19)	05A	URG	$30,000.00
	18	399	6566156	Salvation Army Homeless Meal Program (COVID-19)	05B	URG	$142,500.00
2022	8	420	6811901	CV19 Meal on Wheels Home Bound	05B	URG	$7,461.00
			6835857	CV19 Meal on Wheels Home Bound	05B	URG	$18,176.55
			6835858	CV19 Meal on Wheels Home Bound	05B	URG	$18,176.55
	9	421	6765381	CV19 Salvation Army Meals	05Z	URG	$32,488.24
			6797315	CV19 Salvation Army Meals	05Z	URG	$72,640.38
			6822125	CV19 Salvation Army Meals	05Z	URG	$15,043.36
			6829355	CV19 Salvation Army Meals	05Z	URG	$0.02
	10	422	6765381	CV19 Midland County Hospital District (Mental Health & Wellness CRISP)	05O	URG	$25,209.79
			6797315	CV19 Midland County Hospital District (Mental Health & Wellness CRISP)	05O	URG	$12,904.60
			6811901	CV19 Midland County Hospital District (Mental Health & Wellness CRISP)	05O	URG	$71,059.77
			6822125	CV19 Midland County Hospital District (Mental Health & Wellness CRISP)	05O	URG	$62,046.93
			6837610	CV19 Midland County Hospital District (Mental Health & Wellness CRISP)	05O	URG	$63,569.12
	11	423	6822125	CV19 Casa De Amigos Senior Resiliency Program	05O	LMC	$46,610.00
2023	8	430	6950017	Meals on Wheels CV19	05Z	LMC	$3,473.82
			6971580	Meals on Wheels CV19	05Z	LMC	$14,349.18
		431	6921330	Salvation Army Homeless Meals CV19	05Z	LMC	$100,000.00
	10	432	6971093	MMH Mental Health CRISP Indigent Program CV19	05O	LMCSV	$20,000.00
	11	433	6961074	Senior Mental Health Resiliency Program CV19	05Z	LMC	$46,000.00
2024	12	451	7074827	MMH Mental Health CRISP Indigent Program CV-19	05O	URG	$17,396.00
Total							**$1,896,644.53**

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 1994
Project: 0002 - CONVERTED CDBG ACTIVITIES
IDIS Activity: 2 - CDBG COMMITTED FUNDS ADJUSTMENT

Status: Open 9/30/1999 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: Other Public Improvements Not Listed in 03A-03S (03Z)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/01/1994

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$6,164,424.98	$0.00	$0.00
		1989	B89MC480023		$0.00	$789,000.00
		1990	B90MC480023		$0.00	$744,000.00
		1991	B91MC480023		$0.00	$831,000.00
		1992	B92MC480023		$0.00	$856,000.00
		1993	B93MC480023		$0.00	$1,269,000.00
		1994	B94MC480023		$0.00	$1,381,000.00
		1995	B95MC480023		$0.00	$294,424.98
		2002	B02MC480023		$0.00	$0.00
		2006	B06MC480023		$0.00	$0.00
		2007	B07MC480023		$0.00	$0.00
Total	**Total**			**$6,164,424.98**	**$0.00**	**$6,164,424.98**

Proposed Accomplishments

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2020
Project: 0017 - Casa de Amigos Grab-N-Go Meal Program
IDIS Activity: 400 - Casa de Amigos Grab-N-Go Meals (COVID -19)

Status: Completed 1/28/2025 12:00:00 AM
Location: 1803 E Indiana Ave Midland, TX 79701-5484

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Senior Services (05A)
National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 07/26/2021

Description:

Due to continued COVID-19 public Health crisis Casa de Amigos will provide Grab-N-Go to Senior Community Centers individuals at three locations in Midland.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$30,000.00	$0.00	$30,000.00
Total	**Total**			**$30,000.00**	**$0.00**	**$30,000.00**

Proposed Accomplishments

People (General) : 4,286

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	Mobile meals for seniors who would normally attend community centers for activities and nourishment...	

PGM Year: 2022
Project: 0007 - Parks & Rec Senior Center Infrastructure Project
IDIS Activity: 418 - Southeast Senior Center Parking Lot Replacement

Status: Completed 9/30/2023 12:00:00 AM
Location: 1803 E Indiana Ave Midland, TX 79701-5484

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Parking Facilities (03G)
National Objective: LMJFI

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/05/2023

Description:

Replacement of outdated parking lot at the southeast Senior Center to meet facility standards.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC480023	$89,537.31	$10,744.36	$89,537.31
Total	**Total**			**$89,537.31**	**$10,744.36**	**$89,537.31**

Proposed Accomplishments

Jobs : 143

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	2	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**0**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	2
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	2
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The Southeast Center parking lot has a new surface and additional disabled access areas to the building.	

PGM Year: 2023
Project: 0003 - City Development Services Housing Demolition
IDIS Activity: 425 - City Housing Demo Program

Status: Completed 9/30/2024 12:00:00 AM
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Clearance and Demolition (04)
National Objective: SBS

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2023

Description:

The City of Midland will contract to demolish dilapidated and burned out housing that present a health and safety hazard.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC480023	$44,529.49	$38,669.49	$44,529.49
Total	**Total**			**$44,529.49**	**$38,669.49**	**$44,529.49**

Proposed Accomplishments

Housing Units : 3

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The CDBG Division and the City of Midland Codes Division accomplished the demolition of 2 dilapidated structure or cleanup of hazardous materials.	

PGM Year: 2023
Project: 0004 - Breaking Bread Homeless Outreach
IDIS Activity: 426 - Breaking Bread Homeless Outreach Program CV19

Status: Completed 9/30/2024 12:00:00 AM
Location: 410 E Florida Ave Midland, TX 79701-7366

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Homeless Facilities (not operating costs) (03C)
National Objective: LMJFI

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 12/11/2023

Description:

Replacement of industrial Refrigerator in service to homeless meal program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$14,423.98	$3,954.62	$14,423.98
Total	**Total**			**$14,423.98**	**$3,954.62**	**$14,423.98**

Proposed Accomplishments

Jobs : 100

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	2	2
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**2**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	2
Non Low Moderate	0	0	0	0
Total	0	0	0	2
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The Church on Wheels Breaking Bread Ministries replaced an old commercial refrigerator and freeze unit with an up to date energy efficient commercial refrigerator unit to serve homeless individuals and families on a daily basis.	

PGM Year: 2023
Project: 0006 - Senior Center Nutrition Program
IDIS Activity: 428 - Senior Center Program

Status: Completed 9/30/2024 12:00:00 AM
Location: 1803 E Indiana Ave Midland, TX 79701-5484

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2023

Description:

Service of noon time nutritional meals for senior citizens that attend the centers activities.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC480023	$66,000.00	$66,000.00	$66,000.00
Total	**Total**			**$66,000.00**	**$66,000.00**	**$66,000.00**

Proposed Accomplishments

People (General) : 240

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	368	194
Black/African American:	0	0	0	0	0	0	133	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	7	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	55	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**563**	**194**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	355
Low Mod	0	0	0	161
Moderate	0	0	0	47
Non Low Moderate	0	0	0	0
Total	0	0	0	563
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The congregate meals for daily nutritious lunches are imperative for Senior Center members who may not have the ability nor income to provide a warm nutritious meal to maintain a healthy lifestyle. The senior meal program provided an important role in helping seniors maintain health and independence lives. Casa de Amigos exceeded their goals and objective for the program year.	

PGM Year: 2023
Project: 0008 - Midland Senior Life Meals on Wheels CV-19
IDIS Activity: 430 - Meals on Wheels CV19

Status: Completed 11/30/2024 12:00:00 AM
Location: 3301 Sinclair Ave Midland, TX 79707-6620

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 12/11/2023

Description:

Senior Life Midland will provide meals to homebound persons on the local economy when issues arise with the kitchen prep.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$17,823.00	$17,823.00	$17,823.00
Total	**Total**			**$17,823.00**	**$17,823.00**	**$17,823.00**

Proposed Accomplishments

People (General) : 500

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	675	271
Black/African American:	0	0	0	0	0	0	165	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**840**	**271**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	792
Moderate	0	0	0	48
Non Low Moderate	0	0	0	0
Total	0	0	0	840
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The program served (51%) of low moderate income people in the homebound meals activity.	

PGM Year: 2023
Project: 0010 - MMH Mental Health CRISP indigent program CV-19
IDIS Activity: 432 - MMH Mental Health CRISP Indigent Program CV19

Status: Completed 2/1/2025 12:00:00 AM
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Mental Health Services (05O)
National Objective: LMCSV

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 12/11/2023

Description:

MMH will provide mental health and related service to indigent and homeless person presenting at the ER for services.
Follow-up referral will also be provided.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$20,000.00	$20,000.00	$20,000.00
Total	**Total**			**$20,000.00**	**$20,000.00**	**$20,000.00**

Proposed Accomplishments

People (General) : 200

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	160	69
Black/African American:	0	0	0	0	0	0	82	0
Asian:	0	0	0	0	0	0	3	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	22	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**267**	**69**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	267
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	267
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	Midland Memorial Hospital Mental Health and Wellness office partnered with community organizations to link clients with essential services in order to stabilize unhealthy outcomes. The wellness office assisted other organizations such as Family Promise, Thriving United Inc., and PermiaCare's substance use division with needed bus passes and indigent follow-up services to continue clients recovery process.	

PGM Year: 2023
Project: 0011 - Casa de Amigos Senior Resiliency Program COVID-19
IDIS Activity: 433 - Senior Mental Health Resiliency Program CV19

Status: Completed 9/30/2024 12:00:00 AM
Location: 1101 Garden Ln Midland, TX 79701-3683

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 12/11/2023

Description:

Mental Health and resiliency education skill will be taught to center attendants.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$46,000.00	$46,000.00	$46,000.00
Total	**Total**			**$46,000.00**	**$46,000.00**	**$46,000.00**

Proposed Accomplishments

People (General) : 60

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	31	15
Black/African American:	0	0	0	0	0	0	18	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**49**	**15**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	23
Low Mod	0	0	0	11
Moderate	0	0	0	10
Non Low Moderate	0	0	0	5
Total	0	0	0	49
Percent Low/Mod				89.8%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The Senior Resiliency Program participants were involved in a 15-week program dedicated to educating and empowering participants with coping skills, knowledge while incorporating fun and engaging activities. Topics discussed were mental health, stages of life, anxiety, depression, grief and coping, technology and nutrition.	

PGM Year: 2023
Project: 0012 - Home Cleaning Program
IDIS Activity: 434 - Casa de Amigos Home Cleaning Program

Status: Completed 9/30/2024 12:00:00 AM
Location: 1101 Garden Ln Midland, TX 79701-3683

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2023

Description:

Casa staff will provide house cleaning service and welfare checks of homebound seniors

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC480023	$5,270.00	$0.00	$5,270.00
		2022	B22MC480023	$39,730.00	$7,488.20	$39,730.00
Total	**Total**			**$45,000.00**	**$7,488.20**	**$45,000.00**

Proposed Accomplishments

People (General) : 90

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	85	67
Black/African American:	0	0	0	0	0	0	21	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**106**	**67**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	74
Low Mod	0	0	0	32
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	106
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	106 clients were served and all were within very low to moderate income guidelines. The grant coordinator checked in on each client via phone monthly and in person at least one time a quarterly to determine if objectives were being met.	

PGM Year: 2023
Project: 0002 - Thriving United Peer Support Outreach
IDIS Activity: 437 - Thriving United Peer Support Specialist

Status: Completed 9/30/2024 12:00:00 AM
Location: 301 E Illinois Ave Midland, TX 79701-4853

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Substance Abuse Services (05F)
National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/08/2023

Description:

Certified Peer Support Specialist will perform street out reach to homeless and substances abusers to include treatment and housing services refferals

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC480023	$3,995.95	$0.00	$3,995.95
		2021	B21MC480023	$8,047.81	$0.00	$8,047.81
		2022	B22MC480023	$70,956.24	$10,469.36	$70,956.24
Total	**Total**			**$83,000.00**	**$10,469.36**	**$83,000.00**

Proposed Accomplishments

People (General) : 1,500

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The Peer support team had 1615 interactions with individuals in need of homeless and substance abuse recovery services during the grant year. Interactions and referrals consisted of Intakes, Reach-Ins, Mental Health, Drug Treatment, Drivers Licenses, Social Security Cards, Id's, Food and Housing Referrals.	

PGM Year: 2024
Project: 0001 - Housing Minor Repairs
IDIS Activity: 438 - OHAP Minor Repair Program

Status: Completed 9/30/2025 12:00:00 AM
Location: 409 E Dengar Ave Midland, TX 79705-5607

Objective: Provide decent affordable housing
Outcome: Sustainability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2024

Description:

Assist homeowners make minor home improvements with grant funds

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC480023	$89,420.00	$89,420.00	$89,420.00
Total	**Total**			**$89,420.00**	**$89,420.00**	**$89,420.00**

Proposed Accomplishments

Housing Units : 20

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	4	4	0	0	4	4	0	0
Black/African American:	7	0	0	0	7	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**11**	**4**	**0**	**0**	**11**	**4**	**0**	**0**

Female-headed Households:	10	0	10

Income Category:

	Owner	Renter	Total	Person
Extremely Low	10	0	10	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	11	0	11	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	In 2024-2025, the City of Midland Community Development Block Grant (CDBG) Minor Home Repair Program provided grants to 12 low- to moderate-income households for essential health and safety repairs. Typical projects included roofing, HVAC, plumbing and electrical fixes, weatherization, and accessibility modifications. These repairs improved housing quality and code compliance, prevented displacement, extended the useful life of owner-occupied homes, and supported neighborhood stability across Midland.	

PGM Year: 2024
Project: 0002 - Homebuyer Assistance Program
IDIS Activity: 439 - Homebuyer Assistance Program

Status: Completed 9/30/2025 12:00:00 AM
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Homebuyer Downpayment Assistance-Excluding Housing Counseling, under 24 CFR 5.100 (05R)
National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2024

Description:

Provide First-time homebuyers down payment and closing cost assistance to low moderate income families

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	PI			$150,000.00	$150,000.00	$150,000.00
Total	**Total**			**$150,000.00**	**$150,000.00**	**$150,000.00**

Proposed Accomplishments

Households (General) : 10

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	9	9	0	0	9	9	0	0
Black/African American:	3	0	0	0	3	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**12**	**9**	**0**	**0**	**12**	**9**	**0**	**0**

Female-headed Households:	9	0	9

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	6	0	6	0
Moderate	6	0	6	0
Non Low Moderate	0	0	0	0
Total	12	0	12	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	In 2024â¿¿2025, the City of Midlandâ¿¿s Community Development Block Grant (CDBG) program helped 12 families secure mortgage loans for their first homes. By coordinating with local lending partners and guiding applicants through the homebuying process, the program expanded access to safe, stable homeownership. These successful loan closings strengthened neighborhood stability and advanced the cityâ¿¿s goal of increasing homeownership opportunities for Midland residents.	

PGM Year: 2024
Project: 0003 - City of Midland Parks & Rec Washington Park Pool
IDIS Activity: 440 - City of Midland Parks & Rec Washington Park Pool

Status: Open
Location: 1803 E Indiana Ave Midland, TX 79701-5484

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Parks, Recreational Facilities (03F)
National Objective: LMJFI

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2024

Description:

Up grades to swimming pool slides with new coating to enhance esthetics of over all park area.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC480023	$50,000.00	$0.00	$0.00
Total	**Total**			**$50,000.00**	**$0.00**	**$0.00**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2024
Project: 0004 - City of Midland Parks & Rec Dunagun Park Facilities
IDIS Activity: 441 - City of Midland Parks & Rec Dunagun Park Facilities

Status: Open
Location: 1000 E Gist Ave Midland, TX 79701-8215

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Parks, Recreational Facilities (03F)
National Objective: LMJFI

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2024

Description:

Remodel the Park restrooms for families in the area

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC480023	$300,411.00	$159,942.30	$159,942.30
Total	**Total**			**$300,411.00**	**$159,942.30**	**$159,942.30**

Proposed Accomplishments

Jobs : 100

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2024
Project: 0005 - Casa de Amigos Senior Center Nutrition Program
IDIS Activity: 442 - Casa de Amigos Senior Nutrition Program

Status: Completed 9/30/2025 12:00:00 AM
Location: 1803 E Indiana Ave Midland, TX 79701-5484

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Senior Centers (03A)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2024

Description:

The program will provide upgrades to kitchen equipment and serving stations for lunch meal to seniors who attend the community centers on a daily basis.
The program will serve up to 320 seniors at three location in the city on a daily basis with food and activities.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC480023	$70,000.00	$29,000.00	$29,000.00
Total	**Total**			**$70,000.00**	**$29,000.00**	**$29,000.00**

Proposed Accomplishments

Public Facilities : 350

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	219	111
Black/African American:	0	0	0	0	0	0	82	0
Asian:	0	0	0	0	0	0	5	0
American Indian/Alaskan Native:	0	0	0	0	0	0	14	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**320**	**111**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	205
Low Mod	0	0	0	92
Moderate	0	0	0	23
Non Low Moderate	0	0	0	0
Total	0	0	0	320
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	In 2024-2025, Casa de Amigos upgraded the facility to decrease food contamination in the kitchen and service area. the program is a collaboration with Midland Memorial Hospital Nutrition to provide nutritionally balanced congregate meals to seniors attending the Southeast, Midland, and Casa Senior Centers. Together, they served 32,498 meals to at total of 787 seniors to strengthen food security, nutrition, and social connectedness.	

PGM Year: 2024
Project: 0006 - Casa de Amigos Senior Home Cleaning Program
IDIS Activity: 444 - Casa de Amigos Senior Home Cleaning Program

Status: Completed 9/30/2025 12:00:00 AM
Location: 1101 Garden Ln Midland, TX 79701-3683

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Health Services (05M)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2024

Description:

In home cleaning staff and salaries for homebound seniors on a biweekly basis.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC480023	$60,000.00	$40,000.00	$40,000.00
Total	**Total**			**$60,000.00**	**$40,000.00**	**$40,000.00**

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	91	71
Black/African American:	0	0	0	0	0	0	16	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**107**	**71**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	74
Low Mod	0	0	0	33
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	107
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Homebound seniors were able to stay in their homes due to the weekly cleaning and welfare check. The program help prevent deterioration of the quality of life for seniors and dilapidation of the persons primary resident.	

PGM Year: 2024
Project: 0007 - Senior Life Midland Meal on Wheels Weekend
IDIS Activity: 445 - Senior Life Midland Meal on Wheels Weekend

Status: Completed 9/30/2025 12:00:00 AM
Location: 4214 Andrews Hwy Midland, TX 79703-4822

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Senior Services (05A)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2024

Description:

Provide daily homebound lunches and Weekend meals to seniors.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC480023	$43,900.00	$12,825.00	$12,825.00
Total	**Total**			**$43,900.00**	**$12,825.00**	**$12,825.00**

Proposed Accomplishments

People (General) : 500

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	1,339	652
Black/African American:	0	0	0	0	0	0	133	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**1,472**	**652**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	1,472
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	1,472
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Senior Life Midland delivered 17,664 nutritious meals to 1,472 older adults across the Midland area, enabling seniors to age in place safely and with dignity. The program also provided daily safety checks, social connection, and tailored nutrition to those at highest risk of isolation and food insecurity. Senior Life Midland started the program as an expanded access over the weekend to strengthened quality, and enhanced efficiency while maintaining strong financial stewardship.	

PGM Year: 2024
Project: 0008 - Take Home Terrific Program
IDIS Activity: 446 - Mission Adult Day Center Take Home Terrific Program

Status: Completed 9/30/2025 12:00:00 AM
Location: 3300 N A St Midland, TX 79705-5421

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Facility for Persons with Disabilities (03B)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2024

Description:

Relocate to facility for Lunch meals and take home meals are provided to developmental people that attend the facility on a daily basis.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC480023	$41,000.00	$26,562.00	$26,562.00
Total	**Total**			**$41,000.00**	**$26,562.00**	**$26,562.00**

Proposed Accomplishments

Public Facilities : 50

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	68	40
Black/African American:	0	0	0	0	0	0	42	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**112**	**40**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	89
Low Mod	0	0	0	23
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	112
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	The Center moved to a new location that was more affordable and decreased overhead in order to continue to provide appropriate services to the developmentally disabled.	

PGM Year: 2024
Project: 0009 - West Texas Food Bank Distribution
IDIS Activity: 447 - West Texas Food Bank Distribution

Status: Completed 9/30/2025 12:00:00 AM
Location: 1601 Westcliff Dr Midland, TX 79703-4663

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Neighborhood Facilities (03E)
National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2024

Description:

Rehabilitation of facilities intended primarily to provide assistance to food insecure families.
Food boxes for City of Midland citizens in need of subsistence support

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC480023	$81,000.00	$81,000.00	$81,000.00
Total	**Total**			**$81,000.00**	**$81,000.00**	**$81,000.00**

Proposed Accomplishments

Public Facilities : 1,200

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	The West Texas Food Bank rehabilitation of facilities replaced old equipment's, shelving, and distribution bays intended primarily advanced its mission to improve health and housing stability by expanding access to nutritious food, and connecting households to benefits and community resources.	

PGM Year: 2024
Project: 0010 - Thriving United Peer Support Specialist
IDIS Activity: 448 - Thriving United Peer Support Specialist

Status: Completed 9/30/2025 12:00:00 AM
Location: 301 E Illinois Ave Midland, TX 79701-4853

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Substance Abuse Services (05F)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 03/26/2025

Description:

Peer Support Staff for person in recovery and homeless out reach services.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC480023	$77,490.18	$53,218.94	$53,218.94
Total	**Total**			**$77,490.18**	**$53,218.94**	**$53,218.94**

Proposed Accomplishments

People (General) : 1,100

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	971	417
Black/African American:	0	0	0	0	0	0	188	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**1,159**	**417**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	115
Low Mod	0	0	0	873
Moderate	0	0	0	171
Non Low Moderate	0	0	0	0
Total	0	0	0	1,159
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	Thriving United Peer Support Specialist Program advanced its mission to improve health, housing stability, and recovery for people experiencing homelessness and substance abuse through trauma-informed, person-centered peer services. This year, certified Peer Support Specialists with lived experience provided outreach, engagement, and ongoing support across streets, shelters, encampments, and community hubs. We strengthened partnerships, expanded service capacity, and delivered measurable outcomes, including increased housing placements, reduced crisis utilization, and improved wellbeing for participants.	

PGM Year: 2024
Project: 0011 - Midland Habitat For Humanity
IDIS Activity: 450 - Midland Habitat For Humanity

Status: Open
Location: 3610 Cynthia Dr Midland, TX 79705-7018

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Street Improvements (03K)
National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2024

Description:

Infrastructure and Road construction for new housing development for low income housing families.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC480023	$381,000.00	$0.00	$0.00
Total	**Total**			**$381,000.00**	**$0.00**	**$0.00**

Proposed Accomplishments

Housing Units : 100

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2024
Project: 0012 - MMH Mental Health CRISP Indigent Program CV-19
IDIS Activity: 451 - MMH Mental Health CRISP Indigent Program CV-19

Status: Completed 9/30/2025 12:00:00 AM
Location: 400 Rosalind Redfern Grover Pkwy Midland, TX 79701-5846

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Mental Health Services (05O)
National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 05/14/2025

Description:

MMH will provide Indigent services to people that present in the emergency room and need follow-up service but have no means of transportation.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$17,396.00	$0.00	$0.00
Total	**Total**			**$17,396.00**	**$0.00**	**$0.00**

Proposed Accomplishments

People (General) : 200

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	The Mental Health Indigent program served 471 people with bus passes for referrals to other health related service programs in the Midland community. The program served 248 Anglo, 101 Hispanic, 118 Black-AA, 1 Asian, 1 Native American, 3 Bi-racial black & White.	

PGM Year: 2024
Project: 0013 - Salvation Army Homeless Program
IDIS Activity: 452 - Salvation Army Homeless Program

Status: Completed 9/30/2025 12:00:00 AM
Location: 600 E Wall St Midland, TX 79701-4937

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Homeless Facilities (not operating costs) (03C)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2024

Description:

Upgrades to facility Kitchen providing meals to 120 homeless persons for overnight stays, food cost and Kitchen personnel.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC480023	$100,000.00	$100,000.00	$100,000.00
Total	**Total**			**$100,000.00**	**$100,000.00**	**$100,000.00**

Proposed Accomplishments

Public Facilities : 120

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	97	71
Black/African American:	0	0	0	0	0	0	23	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**120**	**71**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	120
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	120
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	The Salvation Army kitchen upgrades provided improved capacity to serve 43,680 meals to 120 homeless individuals and supported 3 kitchen staff during the program year.	

PGM Year: 2024
Project: 0014 - Breaking Bread Homeless Outreach Facility Improvement
IDIS Activity: 453 - Breaking Bread Homeless Outreach Facility Improvement

Status: Completed 9/30/2025 12:00:00 AM
Location: 410 E Florida Ave Midland, TX 79701-7366

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Homeless Facilities (not operating costs) (03C)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2024

Description:

Replace Flooring at the facility to prevent people from tripping and falling during meal service, showering, and clothing closet shopping.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC480023	$22,744.80	$22,744.80	$22,744.80
Total	**Total**			**$22,744.80**	**$22,744.80**	**$22,744.80**

Proposed Accomplishments

Public Facilities : 78

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	73	37
Black/African American:	0	0	0	0	0	0	16	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**89**	**37**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	89
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	89
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2024	In 2024-2025, Church on Wheels DBA Breaking Bread Ministries replaced the facilities flooring to create a cleaner, safer, and more accessible environment for meals and onsite homeless services. The upgrade supports service delivery for approximately 70 unhoused clients per day, improving sanitation, reducing trip hazards, and streamlining daily cleaning and maintenance. This capital improvement enhances client dignity and health outcomes while ensuring reliable, high-volume meal distribution and services throughout the year. The funding helped with job retention.	

Total Funded Amount:	**$8,105,100.74**
Total Drawn Thru Program Year:	**$7,367,275.25**
Total Drawn In Program Year:	**$985,862.07**

City Council Meeting

Item Number: 42.
Meeting Date: December 16, 2025
To: City Council
From: Elizabeth Triggs, Planning & Development Officer
Subject: AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER 16, "REGULATED PARKING", OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, SO AS TO ESTABLISH REVISED REGULATIONS GOVERNING METERED PARKING SPACES AND TIME-LIMITED PARKING SPACES; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION

Purpose:
The purpose of this ordinance is to establish clear regulations governing metered (paid) and time-limited parking and to authorize the administrative designation of regulated parking areas within the City of Midland. At this time, implementation is contemplated only for the Downtown Midland area, where current parking conditions most clearly support a structured program.

Recommended Action:
Approve

Fiscal Impact:
The parking program is intended to be self-sustaining. Revenues generated from parking fees and citations are projected to cover the costs of enforcement, signage, systems, maintenance, and administration associated with the program.

Strategic Priority:
STRONG ECONOMY WITH MORE QUALITY JOBS

Discussion:
This ordinance creates a comprehensive regulatory framework for metered and time-limited parking and authorizes the Traffic Engineer to designate regulated parking spaces, establish enforcement hours and time limits, and deploy meters or digital payment systems. The language is intentionally structured to provide flexibility: while the City currently contemplates applying these regulations only to Downtown Midland, the ordinance allows regulated parking areas to be designated, expanded, or adjusted administratively in the future if conditions elsewhere in the city warrant it.

At this time, implementation is contemplated solely in Downtown Midland. The ACE Parking

study focused on this area and identified high parking demand, chronic overstays, and signage inconsistencies that support structured regulation. These conditions limit turnover, reduce the availability of short-term parking near storefronts, and impact small businesses that rely on convenient access for their customers. Implementing time limits or paid parking in high-demand downtown spaces will help ensure regular turnover, discourage all-day employee parking in customer-priority zones, and improve the overall parking experience for downtown users.

The ordinance also advances several goals of the City's Strategic Plan:

- **Strengthening the local economy** by improving access to downtown businesses, supporting customer traffic, and creating a more vibrant commercial district.
- **Enhancing quality of place** by establishing a predictable and functional parking environment that supports downtown redevelopment.
- **Improving infrastructure and mobility** by actively managing parking as part of the transportation network and maximizing the efficiency of limited curbside space.

Finally, the ordinance supports long-term fiscal responsibility. By enabling a metered and time-regulated parking program under a self-sustaining revenue model, the City can operate and enforce parking rules without burdening the general fund.

Although only Downtown Midland is contemplated at this time, this ordinance ensures that the City has a consistent and adaptable framework in place. As redevelopment expands, new activity centers emerge, or parking conditions evolve elsewhere, regulated areas can be designated or adjusted without requiring future amendments to the code.

Attachments:

A. ORDINANCE W/EXH - Amend 10-16 - Regulated Parking FINAL Ord w Exh
B. City of Midland Consulting Report ACE

Rodney Brown, Engineering Services	Created/Initiated - 10/2/2025
Landon Ochoa, Development Services	Approved - 12/5/2025
Elizabeth Triggs, Development Services	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/5/2025
Morris Williams, City Manager	Approved - 12/5/2025
Jose Ortiz, City Manager	Approved - 12/5/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER 16, "REGULATED PARKING", OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, SO AS TO ESTABLISH REVISED REGULATIONS GOVERNING METERED PARKING SPACES AND TIME-LIMITED PARKING SPACES; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION

WHEREAS, the Council finds it to be in the public interest to amend Title X, "Traffic Regulations", Chapter 16, "Regulated Parking", of the City Code of the City of Midland, Texas, so as to establish revised regulations governing metered parking spaces and time-limited parking spaces;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That Title X, "Traffic Regulations", Chapter 16, "Regulated Parking", of the City Code of the City of Midland, Texas, is hereby amended to read in its entirety as follows:

10-16-1. Purpose.

The purpose of this Chapter is to promote the efficient use of parking spaces in high-demand parking areas. Metered parking spaces and time-limited parking spaces ensure fair access to short-term parking, thereby reducing congestion and making it easier for customers to access businesses and public facilities.

10-16-2. Definitions.

As used in this Chapter:

(A) *Block* means an area of land, whether improved or unimproved, surrounded by streets. For the avoidance of doubt, an alley is not considered a street.

(B) *City* means the City of Midland.

(C) *City Manager* means the City's City Manager or the City Manager's designee.

(D) *Digital payment platform* means a website or application that can be accessed on a mobile electronic device by which a person may pay a parking fee.

(E) *Emergency work* means construction, plumbing, gas, or electrical work that must be immediately performed to prevent or mitigate harm to the health and safety of

the public or a building's occupants that may reasonably arise, or that has arisen, from a sudden and unexpected event.

(F) *Holiday* means January 1, the last Monday in May, July 4, the first Monday in September, November 11, the last Thursday in November, or December 25.

(G) *Metered parking space* means a parking space on a public right-of-way or in a parking facility, other than a parking facility located on the premises of Midland International Air and Space Port or Midland Airpark, for which payment is required to park a vehicle for a specified amount of time.

(H) *Metered parking zone* means multiple metered parking spaces located along the same side of a block or in the same parking facility.

(I) *Parking facility* means a City-owned, City-managed, or City-maintained parking lot, parking garage, or other facility that contains parking spaces.

(J) *Parking fee* means a fee that a person must pay to occupy a metered parking space for a specified period of time, which shall be established in the City's then-current Fee Schedule ordinance.

(K) *Parking meter* means a mechanical device, electronic device, kiosk, or other unit the City places or provides for the purpose of managing and controlling the use of metered parking spaces and by which a person is required to pay a parking fee to occupy a metered parking space for a specified period of time. This term includes a sign or other object displaying information, which may include a QR code, that directs a person to a digital payment platform by which a person is required to pay a parking fee to occupy a metered parking space for a specified period of time.

(L) *Parking session* means the uninterrupted period of time that a vehicle occupies any time-limited parking space within the same time-limited parking zone during a period when a time limit is in effect, regardless of whether the vehicle is moved and re-parked during such time-limited period. For the avoidance of doubt, during a period when a time limit is in effect, a parking session begins when a vehicle is first stopped in any time-limited parking space and ends when the vehicle last leaves such time-limited parking space or any other time-limited parking space within the same time-limited parking zone.

(M) *Parking space* means a designated area for a vehicle to be parked, whether marked or unmarked.

(N) *QR code* means a quick-response code or other barcode or image that may be scanned using a mobile electronic device and that directs a person to a digital payment platform.

(O) *Regulated parking space* means a metered parking space or a time-limited parking space.

(P) *Special use fee* means a fee that shall be paid by a person who seeks the temporary elimination of a regulated parking space or the temporary designation of a regulated parking space for another use, which shall be established in the City's then-current Fee Schedule ordinance.

(Q) *Time-limited parking space* means a parking space on a public right-of-way or in a parking facility, other than a parking facility located on the premises of Midland International Air and Space Port or Midland Airpark, for which a parking session shall be limited to a specified period of time.

(R) *Time-limited parking zone* means multiple time-limited parking spaces located along the same side of a block or in the same parking facility.

(S) *Traffic Engineer* means the City's Traffic Engineer or such Traffic Engineer's designee.

(T) *Weekend day* means a Saturday or a Sunday.

10-16-3. Designation of regulated parking spaces; placement of parking meters and signs.

(A) The Traffic Engineer may:

1. designate regulated parking spaces;

2. eliminate regulated parking spaces;

3. paint or mark regulated parking spaces, metered parking zones, and time-limited parking zones;

4. establish the days, hours, and maximum duration of a parking session for a time-limited parking space and time-limited parking zone;

5. place or provide, or authorize the placement or provision of, parking meters and signs for the purpose of carrying out the provisions of this Chapter; and

6. remove, or authorize the removal of, parking meters and signs that have been placed in accordance with this Chapter.

(B) In accordance with Section 10-16-4, the Traffic Engineer shall temporarily eliminate regulated parking spaces or temporarily designate regulated parking spaces for other uses as approved by the City Manager.

(C) A parking meter must:

1. be accessible from the metered parking space for which it is provided or be accessible within the same metered parking zone for which it is provided;

2. indicate, if the metered parking space is also a time-limited parking space, the maximum amount of time a vehicle may remain parked;

3. indicate the applicable parking fee to occupy a metered parking space; provided, however, that if a parking meter directs a person to a digital payment platform, this paragraph shall be satisfied if the digital payment platform provides such information;

4. indicate the amount of time a vehicle may remain parked in a metered parking space after a person has paid a parking fee; provided, however, that if a parking meter directs a person to a digital payment platform, this paragraph shall be satisfied if the digital payment platform provides such information; and

5. issue a receipt that indicates the parking fee paid and the amount of time a vehicle may remain legally parked in the metered parking space after payment of a parking fee; provided, however, that if a parking meter directs a person to a digital payment platform, this paragraph shall be satisfied if the digital payment platform issues such receipt electronically.

(D) A sign identifying a time-limited parking space or a time-limited parking zone must:

1. be visible from the time-limited parking space for which it is provided or be visible within the same time-limited parking zone for which it is provided; and

2. indicate the maximum amount of time a vehicle may remain parked.

10-16-4. Temporary elimination of regulated parking spaces or designation of regulated parking spaces for other uses.

(A) A person who desires the temporary elimination of one or more regulated parking spaces or the temporary designation of one or more regulated parking spaces for another use shall obtain written approval from the City Manager and pay the special use fee.

(B) The City Manager may grant written approval for the temporary elimination of one or more regulated parking spaces or the temporary designation of one or more regulated parking spaces for another use only in conjunction with a purpose approved by the City, including but not limited to construction, special events, or temporary access needs, which must not interfere with public safety or traffic operations. If the City Manager grants such written approval, the City Manager shall direct the Traffic Engineer to temporarily eliminate the regulated parking spaces or temporarily designate the regulated parking spaces for the approved use.

(C) The City Manager may waive the special use fee:

1. if the temporary elimination or temporary designation for another use is in conjunction with work that is necessary to reconstruct, repair, or replace public improvements or franchise utility facilities in the right-of-way, and the work is performed in compliance with all applicable laws and ordinances; or

2. if the City Manager determines that a waiver of the special use fee is in the public interest and is consistent with the purposes of this Chapter.

10-16-5. Parking in regulated parking spaces.

(A) A person shall not park a vehicle in a regulated parking space in violation of any posted sign, notice, or curb marking.

(B) A person who parks a vehicle in a metered parking space shall immediately pay the applicable parking fee.

(C) A person who parks a vehicle in a metered parking space shall not allow the vehicle to remain in the metered parking space or the same metered parking zone for a period of time that exceeds the period for which the applicable parking fee was paid.

(D) A person shall not allow a vehicle to remain parked in a time-limited parking space or time-limited parking zone for a parking session that exceeds the maximum period of time specified on the sign posted in accordance with Section 10-16-3(D).

(E) Where marked, a person shall park a vehicle completely within the delineated regulated parking space.

(F) Where marked, a person shall not park any portion of a vehicle in a delineated regulated parking space that is occupied by another vehicle.

(G) A person shall not conduct business or provide goods or services directly from a regulated parking space, except for the purpose of loading or unloading passengers or property in the ordinary course of business.

(H) A person shall not deface, damage, tamper with, break, destroy, or impair the usefulness of any parking meter or sign that is placed or provided in accordance with this Chapter.

10-16-6. Enforcement authority.

The City Manager may authorize City employees or City contractors to enforce the provisions of Section 10-16-5 in accordance with this Chapter and applicable laws.

10-16-7. Offense; presumption; exceptions; affirmative defense.

(A) A person who violates a provision of Section 10-16-5 shall be guilty of a misdemeanor and fined in a sum not to exceed $500.00. A person commits a separate and distinct offense for each separate violation of a provision of Section 10-16-5. Evidence of a culpable mental state is not required to prove a criminal offense under this Chapter. It is hereby declared that, for all offenses prosecuted under this Chapter, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

(B) In a prosecution under this Chapter, it is presumed that the person who parked a vehicle or allowed a vehicle to remain parked is the registered owner of the vehicle.

(C) It is an exception to the application of Section 10-16-5(A), (B), (C), and (D):

1. that the vehicle is parked in a regulated parking space on a holiday or weekend day; or

2. that the City Manager granted written approval for the temporary designation of the regulated parking space for another use, and the person is using the regulated parking space in accordance with such approval.

(D) It is an exception to the application of Section 10-16-5(A), to the extent that the posted sign, notice, or curb marking requires payment of a parking fee or limits a parking session to a specified period of time, and Section 10-16-5(B), (C), and (D) that:

1. the vehicle is being operated by or for the transportation of a person with a disability; and

2. there are:

    a. displayed on the vehicle special license plates issued under Section 504.201 of the Transportation Code, as amended; or

    b. placed on the rearview mirror of the vehicle's front windshield a disabled parking placard.

(E) It is an exception to the application of Section 10-16-5(E), (F), and (G) that the City Manager granted written approval for the temporary designation of the regulated parking space for another use, and the person is using the regulated parking space in accordance with such approval.

(F) It is an affirmative defense to prosecution of an offense under Section 10-16-5(A), (B), (C), (D), (E), (F), and (G) that the person was performing emergency work and the violation was necessary for the performance of the emergency work.

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 City Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. That the penalty for a violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding five hundred dollars ($500.00) pursuant to State law. The definitions of all offenses under this ordinance do not require a culpable mental state. The definitions of all offenses under this ordinance plainly dispense with any mental element as authorized by Section 6.02 of the Texas Penal Code. It is hereby declared that for all offenses under this ordinance, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION FIVE. This ordinance shall become effective February 1, 2026.

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., 2025; 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., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Deputy City Manager

_____
Gabriel McClelland, Director of Engineering Services

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

DRIVEN BY INNOVATION.
POWERED BY PEOPLE.

ACE

MIDLAND
Be the Energy!

TABLE OF CONTENTS

EXECUTIVE SUMMARY 1

BACKGROUND OF CITY OF MIDLAND PARKING 2

PARKING STUDY – KEY FINDINGS 3

- PEAK DEMAND & AVAILABILITY
- CHRONIC OVERSTAYS & EMPLOYEE MISSUSE
- RISING MIDDAY OCCUPANCY
- INCONSISTENT SIGNAGE & WAYFINDING:
- STAKEHOLDER QUESTIONNAIRE
- PARKING RESTRICTION/REQUIREMENT OPTIONS
- COMPARATIVE ANALYSIS
- SHORT-TERM PARKING CHALLENGES & LOADING ZONE USE

STRATEGIC RECCOMENDATIONS 11

- ESTABLISH ENFORCEMENT AREA & TIMES
- RECOMMENDED ENFORCEMENT AREA MAP
- GIS LAYER PARKING MAP
- IMPLEMENT CONSISTENT SIGNAGE
- ESTABLISH PARKING REQUIREMENT
- ESTABLISH CITATION STRUCTURE
- ESTABLISH PERMIT PARKING RULES
- OFF-STREET PARKING RULES AND REGULATIONS
- ESTABLISH MIDLAND PARKING BRAND IDENTITY

FINANCIAL PROJECTIONS 23

EXHIBITS 24

EXECUTIVE SUMMARY

The City of Midland's downtown parking system faces significant challenges related to low turnover, high midday occupancy, and inconsistent wayfinding. This study, conducted through on-site observations, license-plate-recognition (LPR) surveys, and stakeholder interviews identifies root causes of parking stress and proposes comprehensive solutions to improve curbside availability, support local businesses, and self-fund operational costs.

Background of City of Midland Parking

The analysis focused on the core downtown of Downtown Midland—Main Street, Missouri Avenue, Illinois Avenue, and Pecos Street. The main square comprised of 447 curbside stalls, of which 421 are unrestricted non-ADA spaces. ACE completed two parking surveys, on April 22 and June 11, 2025, by scanning license plates in two hour increments to determine occupancy and dwell times. ACE captured over 3,500 license plates across the center city over these two days.

Parking Study - Key Findings

Peak Demand & Availability:

- Peak hours occur between 10 AM and 4 PM, when only ~25% of stalls are vacant.
- Wall Street experiences the highest stress, with vacancy rates falling below 15% during business hours .

Chronic Overstays & Employee Misuse

- Approximately 25% of parkers exceed the posted 2-hour limit—267 unique vehicles on April 22 and 249 on June 11—indicating widespread non-compliance and prolonged occupancy by employees from nearby offices.

Inconsistent Signage & Wayfinding:

- Signage audits revealed missing, damaged, and variably spaced signs, leading to confusion and inadvertent violations

Stakeholder Questionnaire:

- Stakeholders were surveyed using a open ended questionnaire focused on perceptions of parking and potential improvements.
- Overall feedback emphasized limited short-term parking, inconsistent signage, and a desire for clearer rules and more balanced enforcement to support downtown business activity.

Parking Restriction/Requirement Options

- A benchmarking analysis of peer cities revealed that most use a mix of time limits, paid parking, structured enforcement, and off-street assets to actively manage downtown curbside demand, improve turnover, and support financial sustainability.

Comparative Analysis

- Peer city data shows that downtown parking programs commonly combine paid parking, time limits, weekday enforcement, tiered citation structures, and off-street facilities to manage demand, promote turnover, and support long-term system efficiency.

Short-term Parking Challenges and Loading Zone Use

- Parking study and visual observations indicated there is a sufficient number of short-term parking stalls that are conveniently located, and the challenges are primary caused by parking overstays.

Strategic Recommendations

Establish Enforcement Area & Times

- Formalize the enforcement boundary to include the most impacted areas.
- Add a buffer zone to ensure the problem doesn't move from block to block.
- Introduce parking enforcement services.

Implement Consistent Signage

- Standardized Sign Spacing
- Improved Wayfinding and Predictability
- Uniform Design and Messaging

Establish New Parking Requirements and Restrictions

- Implement parking requirements for peak demand areas. Solutions can include paid parking, time limit, or permit parking.
- Retain free or time-limited curbside parking only during off-peak or in peripheral areas to ease user transition
- Set clear and direct parking rules

Establish Citation Structure

- Establish the types of citations the new parking enforcement program will be responsible for and determine the citation penalty/fine structure.

Consider Permit Parking Rules

- Determine if a permit program is needed and how it would be structured.
- Determine the off-street parking assets usage.

Off-Street Parking Rules & Regulations

- Utilize your off-street parking assets for long term parking to ensure your highest demand areas are turning over on a consistent basis.

Conclusion

In summary, the downtown parking study for the City of Midland reveals a clear mismatch between curbside demand and available supply during peak business hours, compounded by inconsistent signage and chronic overstay by employees. These challenges not only frustrate customers and undermine local businesses but also hinder the efficient use of existing public assets. By establishing a new curb management program, the City can significantly improve curb turnover and customer access. With the implementation of a paid parking program, the revenue generated will help to cover the cost of the new program with the goal of self sustaining itself.

BACKGROUND OF CITY OF MIDLAND PARKING

Downtown Midland's revitalization efforts have brought renewed attention to one of the city's most visible urban challenges: parking. As the city continues to invest in its revitalization, demand for easily accessible and well-regulated parking has come to the forefront. The need for an efficiently regulated parking program is needed to continue with the anticipated growth and revitalization efforts.

Over the past several years, the City of Midland has received increasing feedback from local business owners, property managers, and community members expressing frustration over limited availability of parking, a lack of parking enforcement, and a general sense of disorganization in the parking experience. The biggest pain point is employees occupying curbside stalls for extended periods of time, leaving limited space for customers and visitors.

Recognizing that unmanaged parking can have ripple effects on economic activity and public satisfaction, city leadership initiated a formal review of downtown parking conditions. The goal was not only to better understand the current challenges but to determine a path forward—one that supports equitable access, sustainable enforcement, and long-term fiscal viability.

To that end, the City engaged ACE to conduct a comprehensive analysis of their current parking situation and determine the best solutions moving forward. ACE started this process by gathering quantitative data, observe behavioral patterns, and capture the experience of daily parking users. The study utilized License Plate Recognition (LPR) technology to monitor real-time turnover and occupancy rates, in addition to stakeholder interviews and signage audits to assess the usability and perception of the system. Two in-depth LPR surveys were conducted—on April 22 and June 11, 2025—capturing over 3,500 license plates across the downtown core.

The analysis confirmed what many already suspected: parking demand is not only high but heavily concentrated during core business hours and sections of the downtown area, particularly between 10:00 AM and 4:00 PM. Wall Street emerged as the most overburdened corridor, with vacancy dipping below 15%. Even more telling, approximately 25% of parkers violated the 2-hour time limit, suggesting a systemic pattern of misuse—likely by downtown employees who prefer the convenience of street parking over off-street options.

In tandem with data collection, ACE facilitated a stakeholder engagement process to ensure that the voices of downtown users—business owners, employees, visitors, and residents—were central to the solution. Responses consistently pointed to three major pain points: lack of turnover, unclear signage, and difficulty locating legal off-street options. The cumulative impact is a downtown that, despite having over 475 curbside stalls, often feels full and unwelcoming to new visitors.

The recommendations that follow in this report are the result of this careful analysis and community dialogue. They aim to address core issues while establishing a modern parking system that is fair, transparent, and supportive of Midland's economic development goals.

PARKING STUDY – KEY FINDINGS

PEAK DEMAND & AVAILABILITY

During our initial review of the parking system, we analyzed the downtown area to identify where parking challenges were most concentrated. We found that streets with the highest occupancy and lowest turnover were those serving local businesses, where customer access depends heavily on curbside availability. Based on these findings, we focused our study on the following core downtown blocks:

- Missouri Avenue
- Main Street
- Pecos Street
- Illinois Avenue

A pair of license-plate–recognition (LPR) surveys carried out on April 22, 2025 and June 11, 2025 captured over 3,500 vehicles across the core downtown network. During these studies, your current parking data shows us the following:

- Your peak times where parking is most **impacted is between 10am-4pm**. During these times, **The % of available spots are around 25%.**
- Your peak zone where parking is the most impacted is **Wall Street. The % of available spots averages less than 15% during the day.**

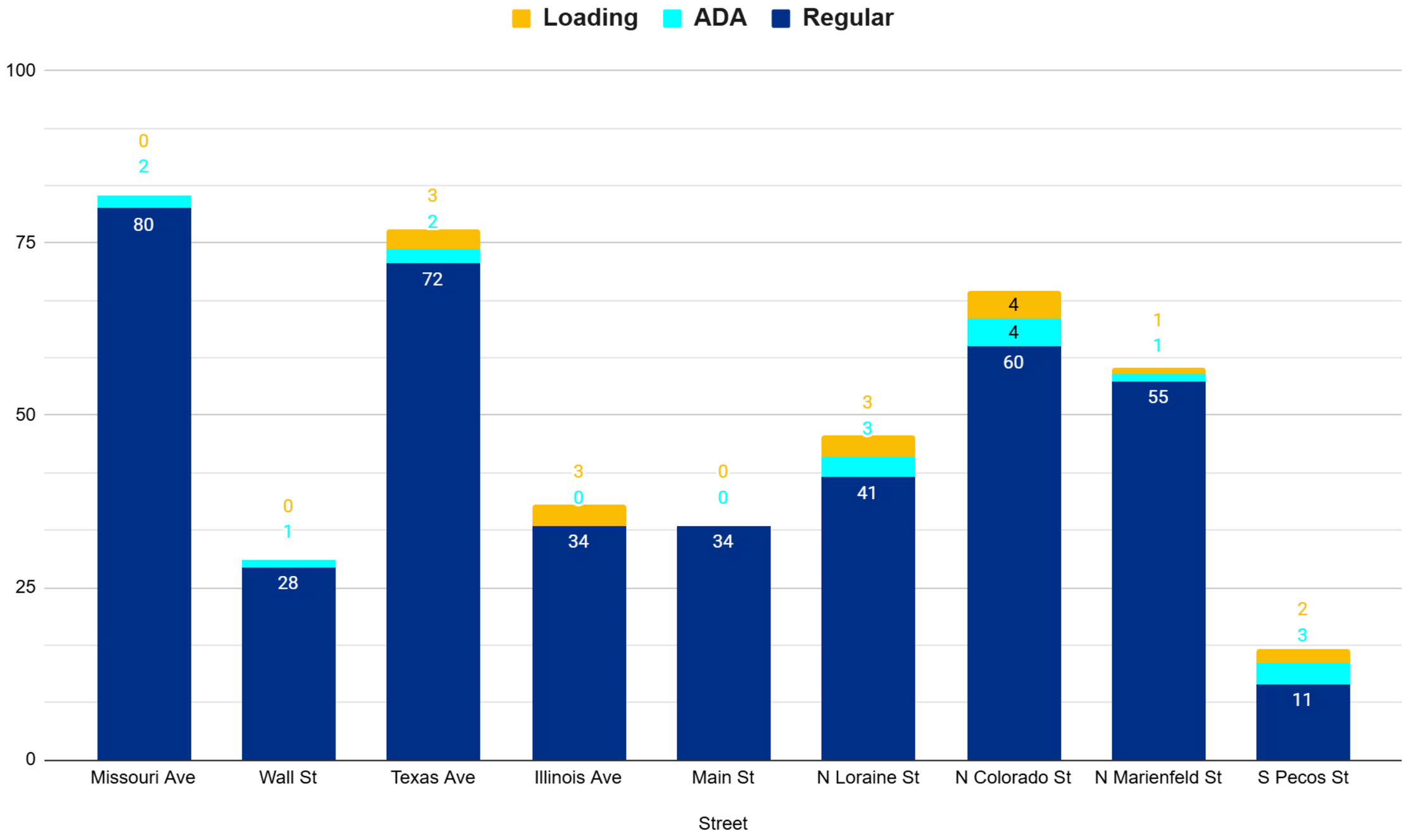
Street	Regular	ADA	Loading	Total
Missouri Ave	80	2	0	82
Wall St	28	1	0	29
Texas Ave	72	2	3	77
Illinois Ave	34	0	3	37
Main St	34	0	0	34
N Loraine St	41	3	3	47
N Colorado St	60	4	4	68
N Marienfeld St	55	1	1	57
S Pecos St	11	3	2	16
Total	415	16	16	447

4/22/2025 - Occupancy

Street		8:00 - 10:00 Occupied	8:00 - 10:00 Available	8:00 - 10:00 (Avail %)	10:00 - 12:00 Occupied	10:00 - 12:00 Available	10:00 - 12:00 (Avail %)	12:00 - 14:00 Occupied	12:00 - 14:00 Available	12:00 - 14:00 (Avail %)	14:00 - 16:00 Occupied	14:00 - 16:00 Available	14:00 - 16:00 (Avail %)	16:00 - 18:00 Occupied	16:00 - 18:00 Available	16:00 - 18:00 (Avail %)	18:00 - 20:00 Occupied	18:00 - 20:00 Available	18:00 - 20:00 (Avail %)
Missouri Ave	37%	51	31	38%	49	33	40%	71	11	13%	69	13	16%	50	32	39%	18	64	78%
Wall St	22%	23	6	21%	15	14	48%	27	2	7%	26	3	10%	26	3	10%	18	11	38%
Texas Ave	33%	54	23	30%	58	19	25%	59	18	23%	70	7	9%	53	24	31%	15	62	81%
Illinois Ave	75%	4	33	89%	16	21	57%	4	33	89%	16	21	57%	5	32	86%	10	27	73%
Main St	69%	8	26	76%	8	26	76%	15	19	56%	11	23	68%	13	21	62%	9	25	74%
N Loraine St	25%	36	11	23%	39	8	17%	42	5	11%	36	11	23%	25	22	47%	33	14	30%
N Colorado St	25%	50	18	26%	58	10	15%	55	13	19%	50	18	26%	45	23	34%	48	20	29%
N Marienfeld St	39%	39	18	32%	49	8	14%	45	12	21%	39	18	32%	23	34	60%	15	42	74%
S Pecos St	34%	9	7	44%	15	1	6%	16	0	0%	19	-3	-19%	3	13	81%	1	15	94%

6/11/2025 - Occupancy

Street		8:00 - 10:00 Occupied	8:00 - 10:00 Available	8:00 - 10:00 (Avail %)	10:00 - 12:00 Occupied	10:00 - 12:00 Available	10:00 - 12:00 (Avail %)	12:00 - 14:00 Occupied	12:00 - 14:00 Available	12:00 - 14:00 (Avail %)	14:00 - 16:00 Occupied	14:00 - 16:00 Available	14:00 - 16:00 (Avail %)	16:00 - 18:00 Occupied	16:00 - 18:00 Available	16:00 - 18:00 (Avail %)	18:00 - 20:00 Occupied	18:00 - 20:00 Available	18:00 - 20:00 (Avail %)
Missouri Ave	31%	66	16	20%	70	12	15%	75	7	9%	60	22	27%	44	38	46%	25	57	70%
Wall St	11%	26	3	10%	26	3	10%	22	7	24%	27	2	7%	26	3	10%	28	1	3%
Texas Ave	30%	54	23	30%	74	3	4%	68	9	12%	70	7	9%	34	43	56%	24	53	69%
Illinois Ave	63%	10	27	73%	20	17	46%	20	17	46%	19	18	49%	12	25	68%	2	35	95%
Main St	41%	8	26	76%	21	13	38%	34	0	0%	24	10	29%	20	14	41%	14	20	59%
N Loraine St	51%	24	23	49%	24	23	49%	14	33	70%	28	19	40%	25	22	47%	24	23	49%
N Colorado St	21%	38	30	44%	64	4	6%	67	1	1%	58	10	15%	55	13	19%	40	28	41%
N Marienfeld St	32%	47	10	18%	42	15	26%	48	9	16%	45	12	21%	29	28	49%	21	36	63%
S Pecos St	16%	18	-2	-13%	19	-3	-19%	16	0	0%	19	-3	-19%	7	9	56%	2	14	88%

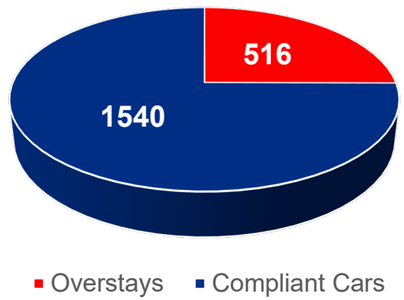

Loading
ADA
Regular
100
75
50
25
0
0
2
80
3
2
72
0
1
28
3
0
34
0
0
34
3
3
41
4
4
60
1
1
55
2
3
11
Missouri Ave
Wall St
Texas Ave
Illinois Ave
Main St
N Loraine St
N Colorado St
N Marienfeld St
S Pecos St
Street

CHRONIC OVERSTAYS & EMPLOYEE MISSUSE

During our parking studies, we determined the following factors are the root problem of your parking challenges:

- From April 22, 2025 parking survey, there were 267 unique cars throughout the day that exceeded the 2-hour time limit that is currently posted.
- From June 11, 2025 parking survey, there were over 249 unique cars throughout the day that exceeded the 2-hour time limit that is currently posted.
- Based on this data, approximately 25% of the total parkers surveyed are staying over 2 hours and not in compliance with the current parking regulations
- Chronic overstays are affecting the availability of downtown parking and affecting the turnover rate of your cars.

.



TIME OCCUPANCY						
DATE	8AM-10AM	10AM-12PM	12PM-2PM	2PM-4PM	4PM-6PM	6PM-8PM
4/22/2025	39%	31%	25%	25%	46%	63%
6/11/2025	35%	19%	19%	22%	44%	60%

ZONE OCCUPANCY

4/22/2025

Zone Occupancy	
Missouri Ave	36%
Wall St	20%
Texas Ave	42%
Illinois Ave	82%
Main St	73%
N Loraine St	16%
N Colorado St	25%
N Marienfeld St	41%
S Pecos St	45%

6/11/2025

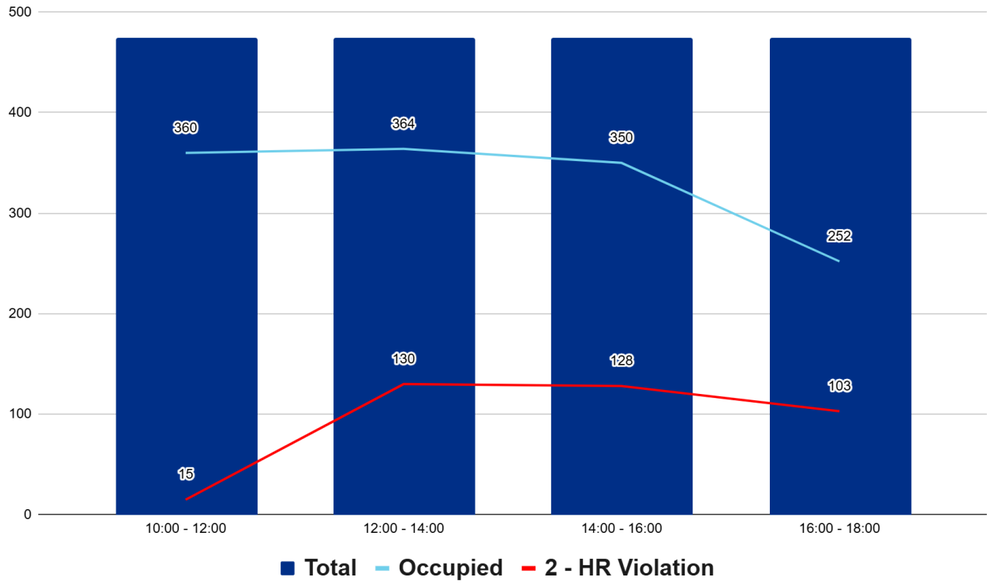
Zone Occupancy	
Missouri Ave	29%
Wall St	8%
Texas Ave	39%
Illinois Ave	73%
Main St	48%
N Loraine St	45%
N Colorado St	21%
N Marienfeld St	34%
S Pecos St	29%

Summary

Zone Occupancy	
Missouri Ave	32%
Wall St	15%
Texas Ave	40%
Illinois Ave	75%
Main St	56%
N Loraine St	36%
N Colorado St	22%
N Marienfeld St	37%
S Pecos St	37%

RISING MIDDAY OCCUPANCY

- With a combination of peak occupancies 2-hour violations occurring between office hours (approx 10am-5pm), we can infer the majority of these violations result in employees from surrounding buildings parking on the street and not in their designated work parking areas.



Heat Map – Violation Hits

4/22/2025 **6/11/2025**



INCONSISTENT SIGNAGE & WAYFINDING:

During our parking study, we identified several inconsistencies related to curbside signage throughout the downtown area. These issues contribute to confusion for drivers and reduce the effectiveness of enforcement efforts. Key observations include:

- **Missing Signage:** In several locations, there were no posted signs indicating time limits or parking rules. This makes it difficult for drivers to understand the regulations and increases the likelihood of unintentional violations.

- **Removed or Damaged Signage**: Some poles showed signs of having previously held signage that has since been removed or vandalized. Without visible indicators, these areas become enforcement gray zones, leading to disputes and citation appeals.

- **Inconsistent Sign Spacing:** Signage was placed unevenly from block to block, with some stalls having no sign within visible distance. This creates uncertainty for drivers trying to determine whether their space is regulated and undermines the predictability of parking rules.







STAKEHOLDER QUESTIONNAIRE

During our parking study, The City of Midland assisted ACE with getting key stakeholders to fill out a parking survey that addressed their perceptions of the current parking challenges and their opinions on parking solutions. Below is a summary of the responses we were able to obtain:

Company	Supports	Opposes
Centennial Park (MDPC)	Paid Parking, Adjusted Time Limits, Permit Parking, Combination Approach	
Stagg Investments	Paid Parking, Parking Enforcement	
Midland Tower	Adjusted Time Limits	
Cancun Grill	Combination Approach	Paid Parking
Permian Resources	Combination Approach, Adjusted Time Limit Parking, Permit Parking	Paid Parking
Wall Street Bar & Grill	Adjusted Time Limit Parking, Parking Enforcement	Paid Parking, Permits

1. Perception of the Current Parking Situation

Generally Limited and Difficult: Most businesses report that on-street parking is scarce and hard to find, especially during peak hours. Customers frequently receive parking citations for minor infractions (yellow-zone stops, overstaying time limits), and the nearest legal spaces can be a 10-minute walk away.

Signage and Wayfinding Issues: Even when public garages and lots exist, they're not well-marked or promoted, so many visitors assume no parking is available.

Location-Specific Variations: Some find it relatively easy by using off-street garages . One noted these problems only during special events or weekends. While others simply state that parking "needs improvement" without elaboration.

2. Main Concerns Regarding Parking

Citations & Enforcement: Lack of parking enforcement has allowed the public to park wherever they want, knowing there will not be anyone checking.

Short-Term Accessibility: Lack of convenient short-term parking for quick errands, restaurant runs, or deliveries creates customer inconvenience and operational challenges (e.g., bringing in groceries).

Insufficient Signage: Poor wayfinding leads to under-utilization of existing garages and confusion for out-of-town visitors.

Event-Driven Congestion: During downtown events, on-street spaces fill quickly, exacerbating the general scarcity.

3. Additional Suggestions to Better Support Businesses

Improve Signage & Wayfinding: Clear directories, maps, and promotional materials for public garages and lots to capture under-utilized capacity.

Designate & Enforce Short-Term Spaces: Create dedicated loading/drop-off zones and 15–30-minute spots near restaurants and shops, with gentle initial enforcement.

Flexible Policies for Key Business Clusters: Allow exceptions or discounted permits for restaurant employees, delivery vehicles, and other high-turnover users, especially on smaller side streets (e.g., Missouri Avenue).

Strategic Paid/Permit Zones: Implement fees or permits only in premium areas or during peak events, keeping most downtown parking free or low-cost to maintain vibrancy.

PARKING RESTRICTION/REQUIREMENT OPTIONS

To better understand how comparable cities to Midland manage and regulate downtown parking, we conducted a benchmarking analysis focused on enforcement strategies, operational practices, and curbside management tools. This effort provides context for evaluating Midland's options for improving turnover, compliance, and the overall parking experience. The study considered a range of policies and practices from peer cities across the U.S., examining:

- Time-limited versus paid parking models
- Hours and presence of enforcement personnel
- Typical rate structures for parking and citations
- Use of off-street parking assets and permit systems

Key Insights

1. Active Parking Management is Common Practice - Cities with vibrant downtown districts almost universally implement some form of active parking control to manage curbside demand. This includes:

- Paid parking systems (meters or mobile apps) in high-turnover areas
- Time-limited parking zones enforced through citations
- Permit systems for employees or residents in peripheral areas

2. Enforcement Hours Target Business Activity- Most cities focus enforcement during the daytime business window when demand is highest:

- Typical hours are Monday through Friday, from 8 AM–6 PM or 9 AM–6 PM
- Some cities extend enforcement into evenings or weekends, especially in entertainment or event districts
- A visible enforcement presence is viewed as key to maintaining turnover and fairness

3. Time Limits and Paid Parking Models Vary by Zone - Many cities adopt a hybrid approach depending on location:

- Core commercial blocks may feature metered or app-based paid parking
- Surrounding areas often retain free time-limited zones (e.g., 2-hour parking)
- Employee zones are typically managed with long-term caps or permits (e.g., $1/day for 10-hour zones)

4. Citation Structures Aim to Encourage Compliance - Peer cities structure citations to discourage abuse while allowing for occasional mistakes:

- Common fines for minor violations (overtime, expired meter) are relatively small, ranging from $10 to $30
- Progressive fines for repeat offenders are common
- Higher penalties are reserved for violations affecting safety or access (e.g., ADA zones, fire lanes)

5. Off-Street Parking Supplements On-Street Demand

- Cities often provide 1,200 to 5,000 off-street spaces in garages or lots
- Monthly parking is priced affordably, typically $18 to $106/month depending on proximity and amenities
- Off-street assets are often used for employee permit programs to relieve curbside pressure

COMPARATIVE ANALYSIS

Key Insights from the Comparative Survey

1. Paid Parking is Common in Downtown Cores

- **80%** of the cities surveyed (including Cedar Rapids, Lafayette, and Allentown) utilize **paid parking** in their downtown areas.
- Payment is typically enabled via meters, mobile apps (e.g., ParkMobile, Passport), or smart pay stations. Majority of cities offer Mobile App Scan-To-Pay as a payment solution.
- Hourly rates range from **$0.75 to $2.00**, with many cities offering low-cost long-term options such as **$0.50/hour for 10-hour zones**.

2. Time Limits Are Widely Used, Even Where Parking is Free

- All cities surveyed, enforce **time limits**, most commonly **1- to 2-hour restrictions** in commercial zones.
- Some cities, such as Lafayette, allow longer durations (e.g., 24/7 or 10-hour zones) to accommodate employees or long-term visitors.

3. Enforcement is Focused During Weekday Business Hours

- **All cities** surveyed enforce parking between **8 AM and 5 PM or 9 AM and 5 PM**, Monday through Friday.
- Allentown extends enforcement to **8 AM–9 PM**, especially in areas with nightlife or off-street parking.

4. Citation Amounts Are Moderate and Tiered

- Standard fines for non-compliance (e.g., overstaying limits or non-payment) range from **$10 to $30**.
- Cities like Topeka implement **tiered fines** ($10 first offense, $20–$30 for repeat violations).
- Higher-risk infractions (e.g., ADA violations) are typically subject to separate, higher penalties (not captured in all survey data).

5. Off-Street Parking Plays a Key Role in System Design

- Cities maintain between **600 and 5,200 off-street stalls**, with monthly permits ranging from **$18 to $106/month**.
- These lots and garages are often reserved for employees or used to reduce pressure on curb spaces.
- Some cities offer **two free hours** in off-street garages before transitioning to paid hourly rates.

COMPARATIVE PARKING ANALYSIS - MIDLAND, TEXAS

City Information				Street Parking								Off Street Parking				
City	State	Population	Paid Parking?	Payment Type	Rates	# of On Street Stalls	Time Limit?	Time Limit	Time Frame	Enforced?	Citation Amounts?	# Offstreet Parking Locations?	# of Stalls	Monthly Parking Rate	Hourly Parking Rate	Website
Midland	**Texas**	**142,000**														
Brownsville	Texas	190,000	Yes	Smart Meters	$1/Hour		Yes		Monday-Friday 8am-7pm, Saturday 8am-5pm	Yes	$10					
McAllen	Texas	146,000	Yes	Meters/Pay Stations/Park Mobile	.50/hour	1181	Yes	2-10 Hours	Monday-Saturday 9am-6pm	Yes		1	437		$1 First Hour, .50 per hour after $5 Max	https://www.mcallen.net/departments/downtown/pay-for-parking?utm_source=chatgpt.com
Odessa	Texas	113,000	Yes	Meter, Coins only	$0.25/60 minutes. $0.10/20 minutes. $0.05/10 minutes.		Yes		Monday-Friday 9am-5pm,9am-6pm							
Laredo	Texas	257,000	Yes	Park Smarter/Meters	$1.25/Hour	1000+		2,4,10 Hours	Monday-Saturday 8am-6pm, Garage 24 Hours	Yes		4		$75.00	$2-$3 per hour $12 max	https://www.cityoflaredo.com/departments/traffic-safety-department/parking-taxis?utm_source=chatgpt.com
El Paso	Texas	678,000	Yes	Meters Park 915 App	$1/Hour + .45 convience fee on App	1900+	Yes	2 Hours	Monday–Saturday, 8:00 AM – 6:00 PM	Yes	$23	4	2684		$10-$13/day	https://park915.com/
Abilene	Texas	126,000	No	N/A	N/A		Yes	1 Hour - 2 Hours	Monday-Friday 8am-5pm	Yes	$21					https://abilenetx.gov/277/Downtown-Parking-Program
San Angelo	Texas	101,000	No	N/A	N/A		Yes	3 Hours	Monday-Friday 8am-5pm	Yes	$21					
Waco	Texas	141,000	No	N/A	N/A		Yes	2 Hours	Monday-Friday 8am-5pm no overnight parking	Yes		6		Free	Free	
Topeka	Kansas	126,000	Yes	Meters and Passport	$1/Hour , $.50/Hour for 10 Hour parking	3293	Yes	1 Hour, 2 Hour, 10 Hour	Monday-Friday 8am-5pm	Yes	$10, $20	7	3253	$18-$67.75	$1/Hour	https://www.topeka.org/parking/#gsc.tab=1
Cedar Rapids	Iowa	125,000	Yes	Park Mobile, Passport, Oobeo	$1.00/Hour + .50 Convience Fee		Yes	2 Hour, 10 Hour	Monday-Friday 9am-5pm	Yes	$25	9	4643	$35-$90	.75/Hour	https://parkcedarrapids.com/
Layfette	Louisiana	121,000	Yes	Park Mobile	$.85 2 Hours + .50 Convience Fee	600	Yes	24/7	Monday-Friday 9am-5pm	Yes	$50	2	600		$1/Hour Max $5	https://www.lafayettela.gov/trb/transit-parking
Allentown	Pennsylvania	125,000	Yes	Park Mobile/ PayByPhone/ Paystation/Meter	$2/Hour	1500	Yes	2 Hours	Monday-Friday 8am-9pm, Offstreet 24/7	Yes	$25	28	5200		$1/Hour for first hour, $2/Hour Hours 2-6, $29 Max	https://www.allentownparking.com/parking/
Brideport	Connecticut	148,000	Yes	Smart Meters/ Park Mobile	$1.50/Hour + .25 convience fee	608	Yes	2 Hours, 4 Hours	Monday-Friday 8am-6pm	Yes	$20	0	0	N/A	N/A	https://bridgeportparking.com/
Billings	Montana	118,000	Yes	FLASH/ Smart Meters/ PayByPhone	1st Hr. - $1.50 2nd Hr. - $3 3rd Hr. - $6 4th Hr. - $9.50	830	Yes	4 Hour Max	Monday-Friday 8am-5pm	Yes	$10	4		$36-$77	$1.25/Hour max $15	https://www.billingsmt.gov/255/Garage-Locations-Rates

SHORT-TERM PARKING CHALLENGES AND LOADING ZONE USE

Based on our parking survey data, stakeholder feedback, and operational analysis, Downtown Midland is experiencing a shortage of accessible short-term parking. A key driver of this issue is the improper use of designated loading zones. In the absence of active enforcement, many of these stalls are routinely occupied by vehicles that exceed time limits or do not meet the intended use—restricting access for delivery drivers and short-term visitors.

From our on-site observations, we noticed many cars pulling up in the middle lane on Wall Street and utilize this lane for loading and unloading. The majority of the time, these cars were in and out in less than 5 minutes. The middle lane on Wall Street starts at Main Street and goes to Big Spring Street. There is no designation on parking rules for this zone which can cause confusion on if cars can or can not park/load there.





Quantity of Loading Zone Spaces

Implementing consistent enforcement in these areas will help restore proper turnover and ensure that loading zones serve their intended purpose. This approach will also help reduce the perception that short-term parking is unavailable and discourage unauthorized use of high-demand curb space. It is difficult to say if the number and placement of loading zones is efficient with the current environment. We recommend further evaluation once the new parking rules and regulations take place to determination the appropriate action.

Street	Regular	ADA	Loading	Total
Missouri Ave	80	2	0	82
Wall St	28	1	0	29
Texas Ave	72	2	3	77
Illinois Ave	34	0	3	37
Main St	34	0	0	34
N Loraine St	41	3	3	47
N Colorado St	60	4	4	68
N Marienfeld St	55	1	1	57
S Pecos St	11	3	2	16
Total	415	16	16	447

STRATEGIC RECOMENDATIONS

Based on the findings of our field study, rate benchmarking, occupancy surveys, and stakeholder input, we present the following initial recommendations for the implementation of an effective and modernized parking program in Downtown Midland. We will go into detail on each individual recommendation below:

- Establish Enforcement Area & Times
- Implement Consistent Signage
- Establish New Parking Requirements And Restrictions
- Establish Citation Structure
- Establish Permit Parking Rules
- Off-Street Parking Rules and Regulations
- Establish Midland Parking Brand Identity
- Updated Financial Projections

ESTABLISH ENFORCEMENT AREA & TIMES

Recommended Enforcement Area

Based on our studies of occupancy and turnover, we recommend implementing a formal enforcement zone focused on the core blocks of downtown Midland. The main area we will be targeting are the blocks within:

- Main Street
- Missouri Avenue
- Illinois Avenue
- Pecos Street

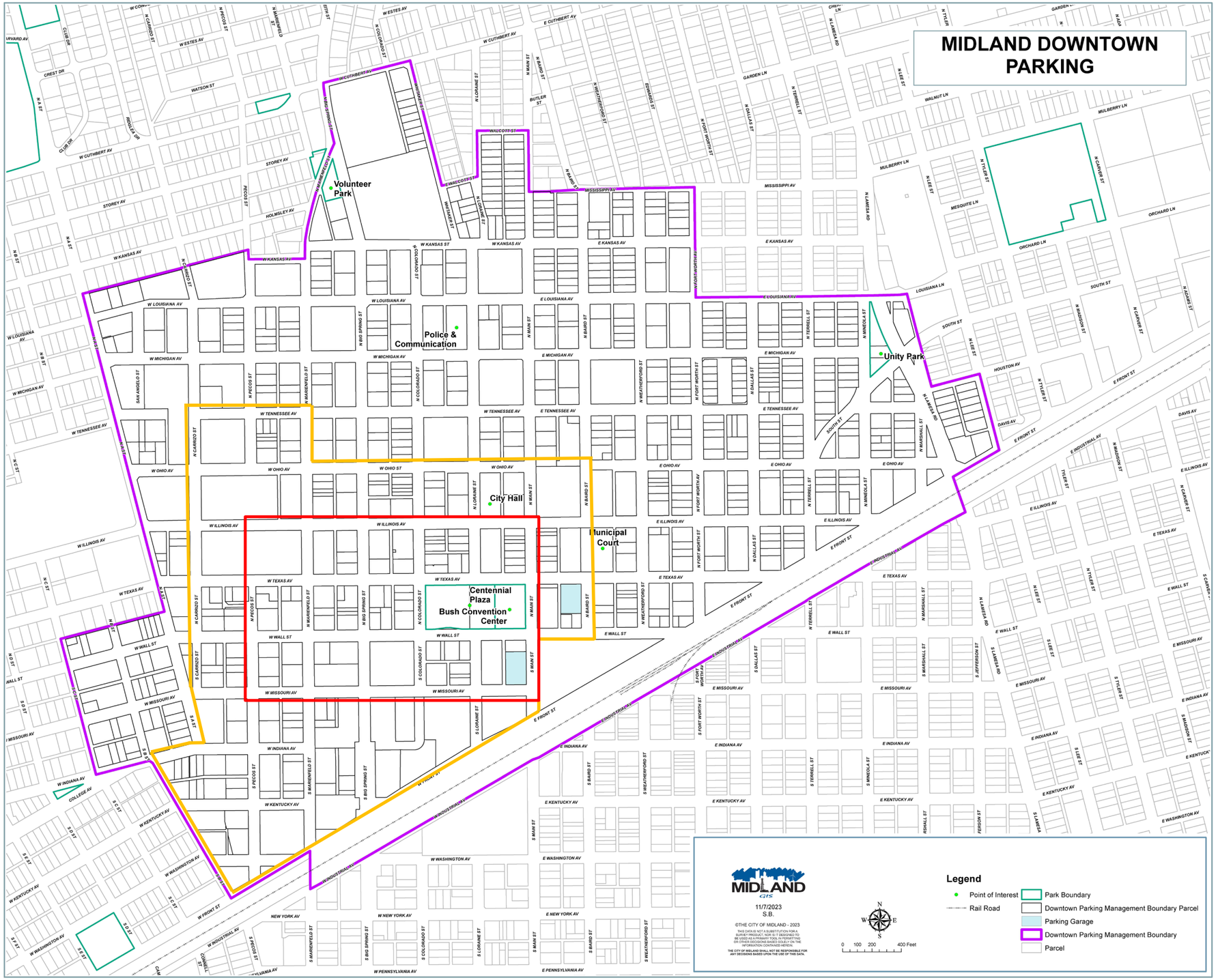
To ensure we do not move the problem to the next block, we recommend extending the enforcement zones a couple of blocks out. We have identified the two areas that are color coded on the following page. The red zone will be your primary enforcement area, with the yellow surrounding zone being your secondary enforcement area.

Recommended Enforcement Hours

Our survey data shows that parking stress and noncompliance are highest during the 10:00 AM to 4:00 PM window and the highest occupancy following office hours of 10am-6pm, Monday-Friday. We recommend starting 2 hours prior to the peak noncompliance hours to have the greatest impact.
To address this, we recommend the following Standard Enforcement Hours:

- Monday-Friday 8:00 AM – 6:00 PM

RECOMMENDED ENFORCEMENT AREA MAP



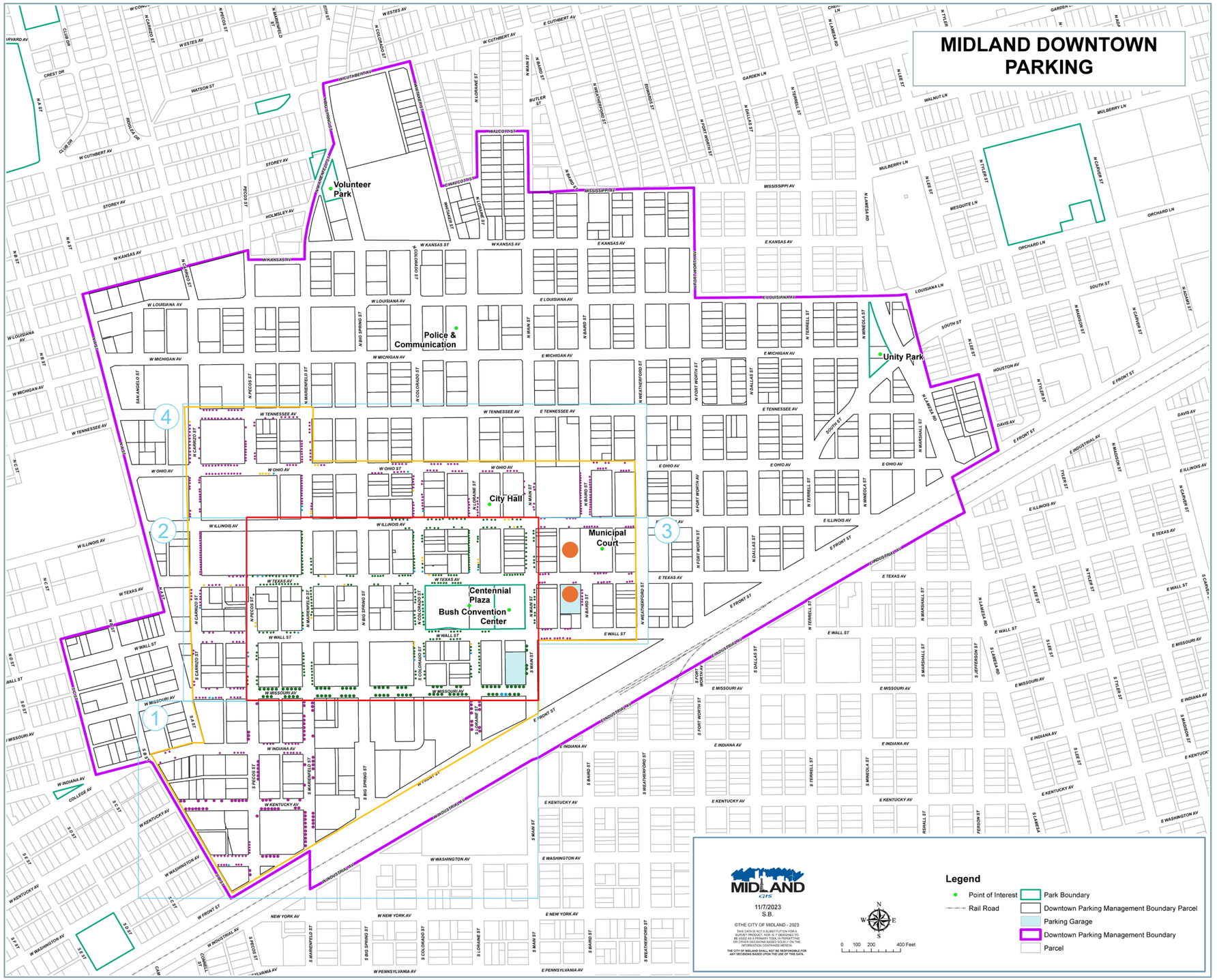
Legend

Primary Enforcement Area

Secondary Enforcement Area

Downtown Midland

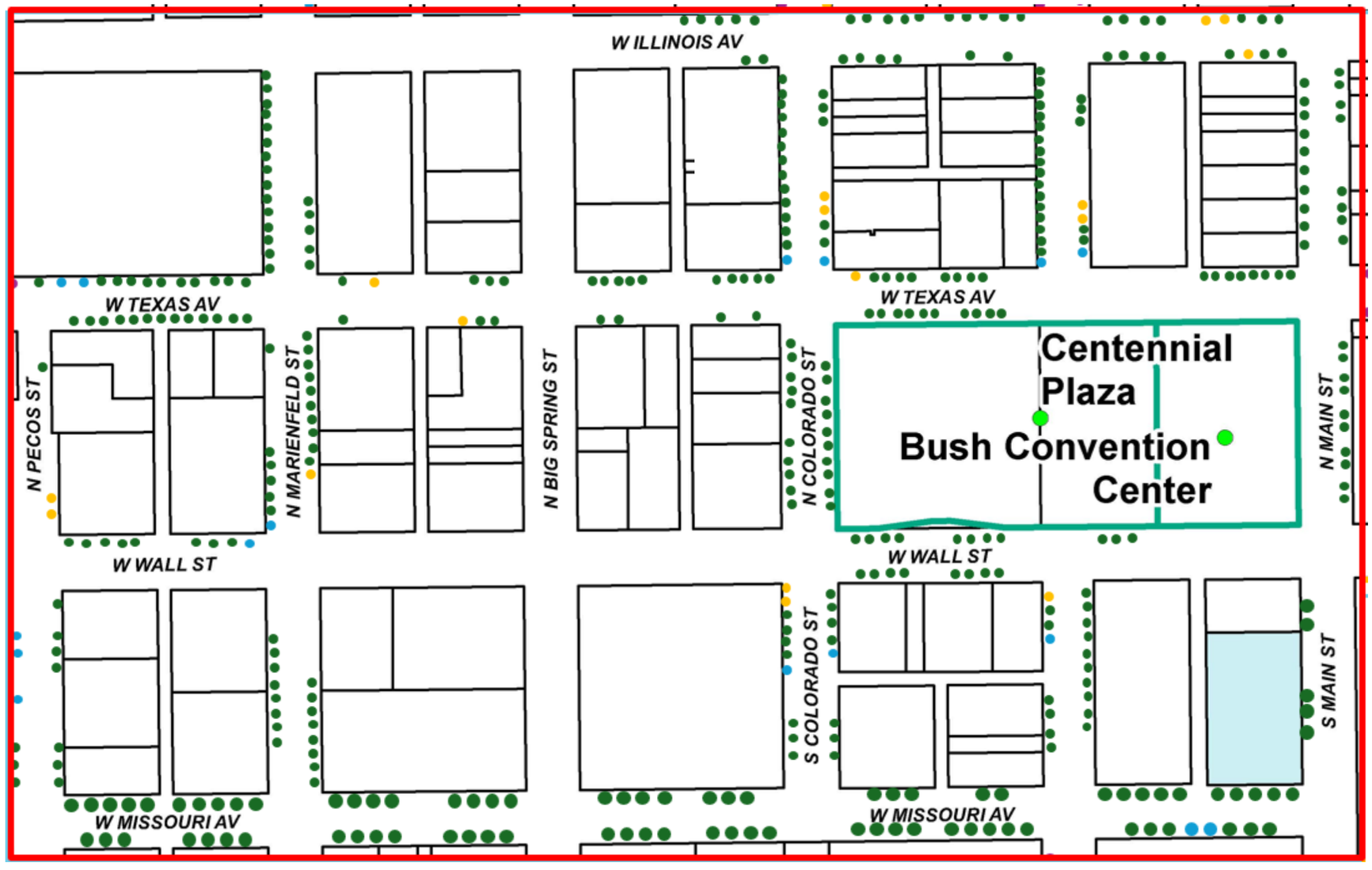
GIS LAYER PARKING MAP



Legend

- Primary Enforcement Area
- Secondary Enforcement Area
- Downtown Midland
- Paid Parking
- Time Limit Parking
- Loading Zone
- ADA Parking
- City Owned Off Street Parking

GIS LAYER PARKING MAP

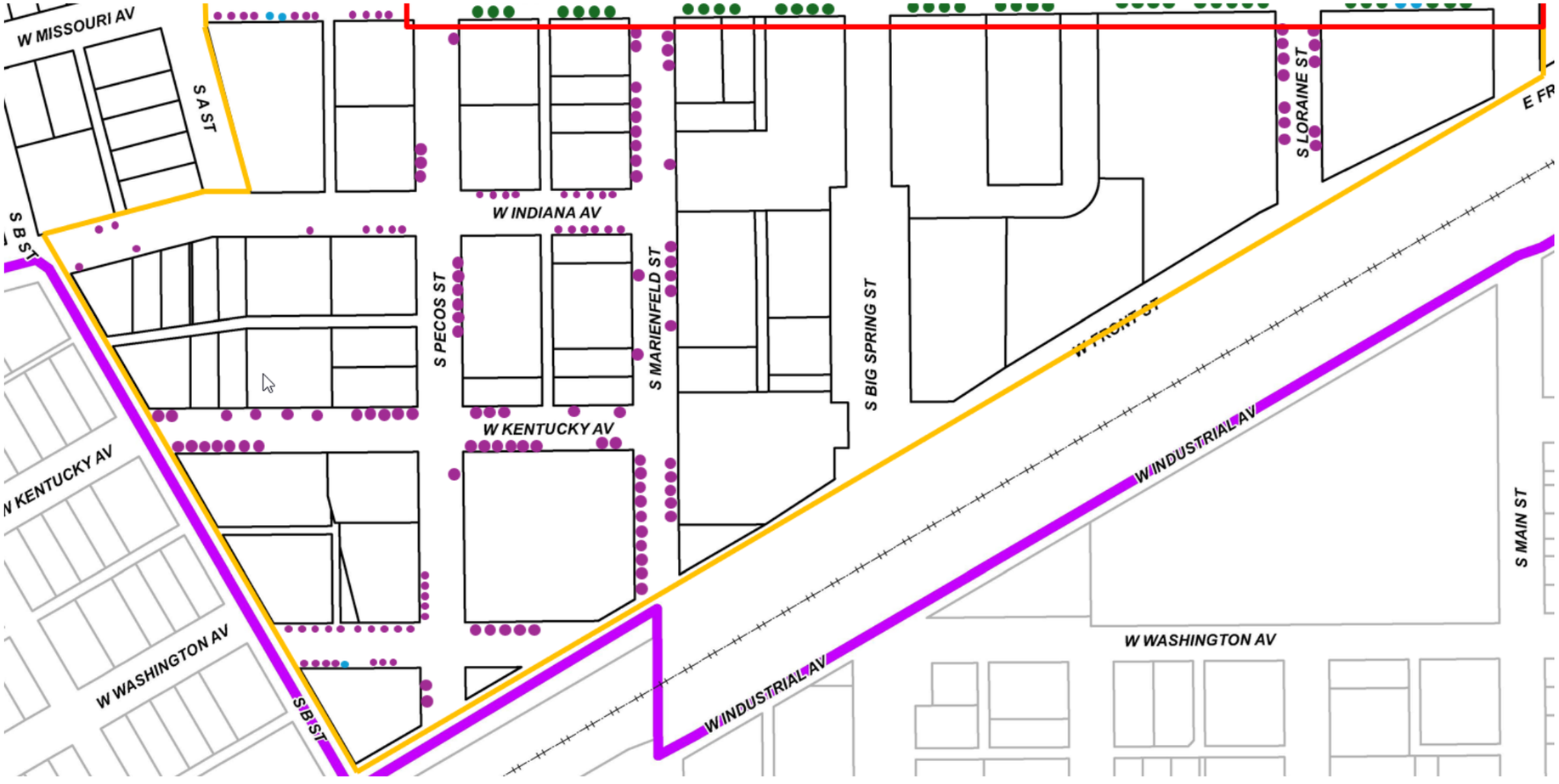


Legend

- Primary Enforcement Area
- Secondary Enforcement Area
- Downtown Midland
- Paid Parking
- Time Limit Parking
- Loading Zone
- ADA Parking
- City Owned Off Street Parking

GIS LAYER PARKING MAP

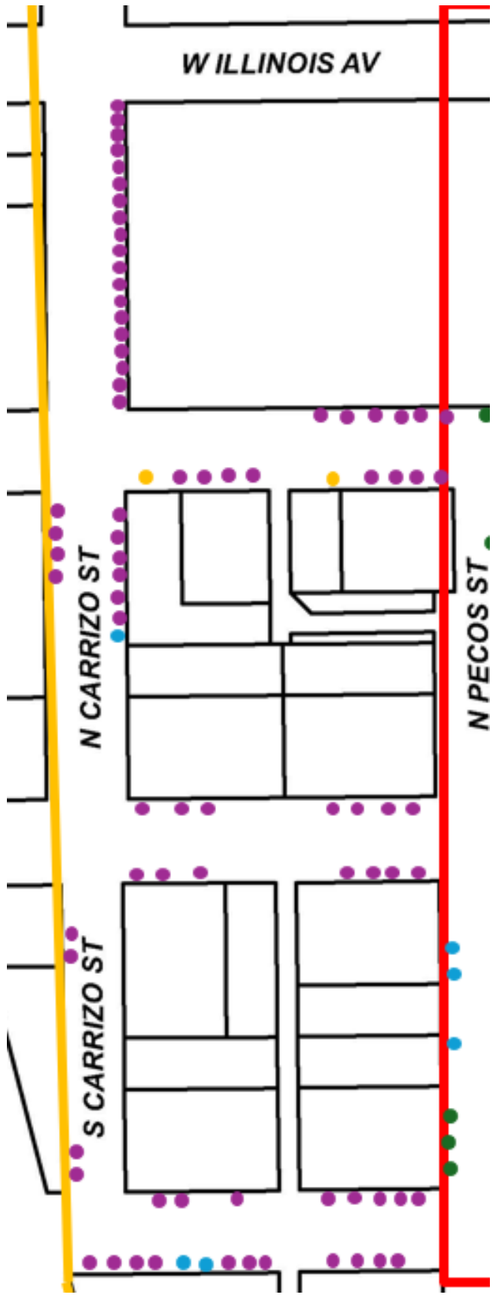
1



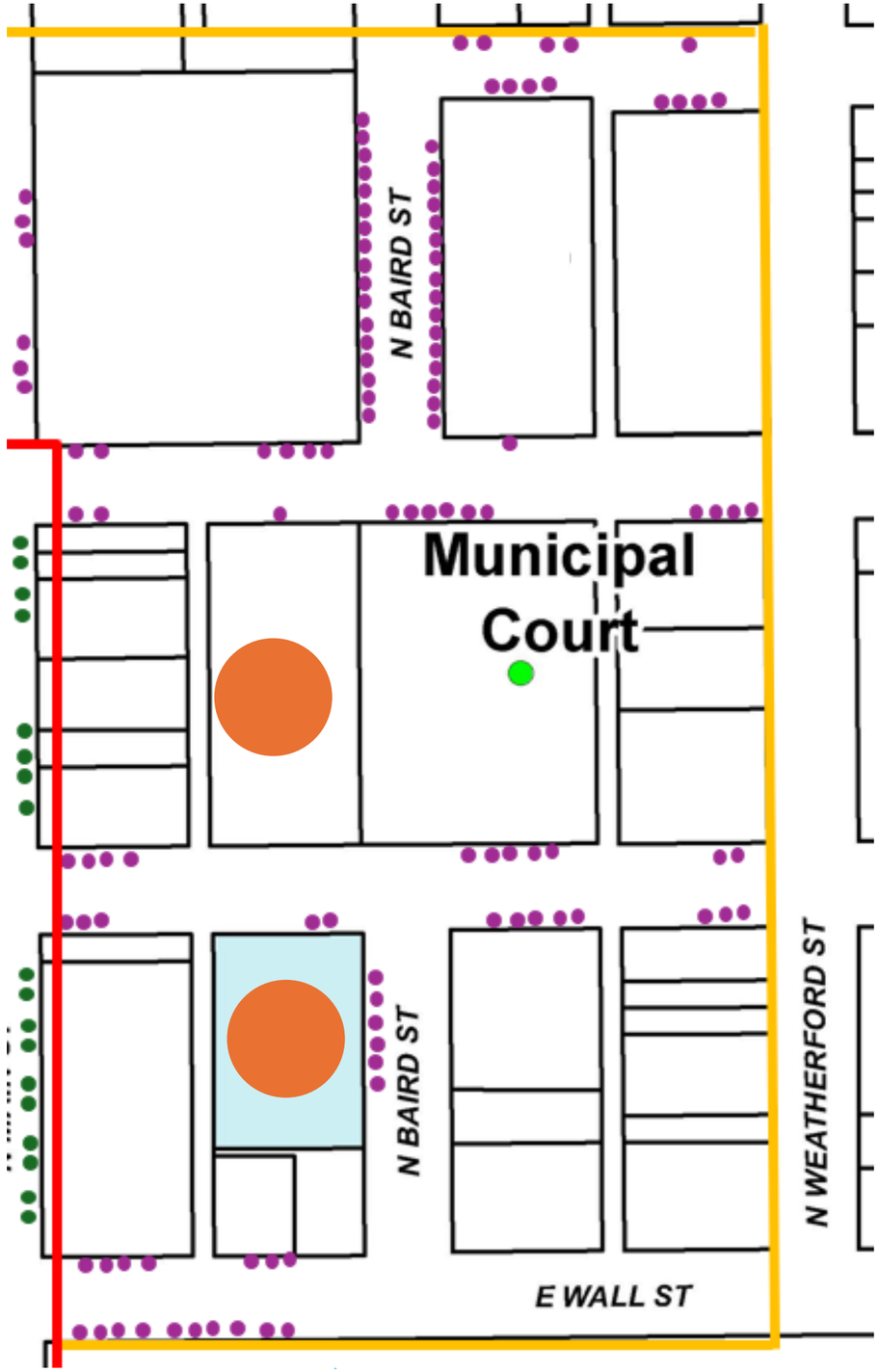
Legend

- Primary Enforcement Area
- Secondary Enforcement Area
- Downtown Midland
- Paid Parking
- Time Limit Parking
- Loading Zone
- ADA Parking
- City Owned Off Street Parking

2



3



GIS LAYER PARKING MAP

Legend

- Primary Enforcement Area
- Secondary Enforcement Area
- Downtown Midland
- Paid Parking
- Time Limit Parking
- Loading Zone
- ADA Parking
- City Owned Off Street Parking

GIS LAYER PARKING MAP

4



Legend

- Primary Enforcement Area
- Secondary Enforcement Area
- Downtown Midland
- Paid Parking
- Time Limit Parking
- Loading Zone
- ADA Parking
- City Owned Off Street Parking

	Red Zone	Yellow Zone	Garage	Surface Lot
Loading Zone	**16**	**15**		**0**
ADA Stalls	**14**	**13**		**5**
Paid Parking Stalls	**421**	**0**	**0**	**0**
Time Limit Stalls	**0**	**560**		**103**
Total	**475**	**588**		**108**

IMPLEMENT CONSISTENT SIGNAGE

Clear, consistent, and well-placed signage is essential for creating a reliable and user-friendly parking experience. Outdated or confusing signs can lead to frustration, unintentional violations, and lost revenue due to appeals or waived citations. To enhance compliance, improve user trust, and reduce operational inefficiencies, we recommend the following strategies:

Uniform Design and Messaging

All signage within the enforcement zone should follow a standardized design system—including font, layout, language, and color scheme. This consistency allows drivers to quickly identify critical information such as time limits, enforcement hours, or payment instructions without interpreting multiple formats. Branded, cohesive signage communicates that the parking system is intentional, transparent, and well-managed—not arbitrary or punitive. When executed properly, it enhances public trust and reinforces civic order.

Standardized Sign Spacing

In addition to design, the placement and spacing of signage must be consistent across all downtown blocks. Drivers should be able to clearly determine whether a given stall falls under the jurisdiction of the nearest sign without confusion or ambiguity. Inconsistent spacing leads to assumptions and increases the likelihood of accidental violations and costly citation appeals. Standard spacing removes doubt and strengthens the enforceability of regulations. Recommend sign placement should follow:

- **Every 100–150 feet:** Signs are commonly spaced about 100 to 150 feet apart, especially in areas with consistent restrictions (like 2-hour parking zones).
- **At each change of restriction**: A new sign must be posted wherever the rules change (e.g., from “No Parking” to “2-Hour Parking”).
- **At the start and end of zones:** The first and last stall in a regulated zone should have signs clearly indicating the start/end of enforcement.
- **Mid-block signage:** If a block is long, mid-block signs are recommended to ensure visibility for all parked vehicles.

Improved Wayfinding and Predictability

When signage and directional cues are uniform across the downtown area, drivers know what to expect as they enter new blocks. This predictability lowers stress and helps users make faster, more confident parking decisions. Consistent signage also supports integration with digital platforms such as city websites, mobile apps, or pay-by-phone systems—creating a seamless ecosystem of physical and digital wayfinding tools.

ESTABLISH NEW PARKING REQUIREMENTS AND RESTRICTIONS

As part of this study, we evaluated two commonly used approaches for managing high-demand curbside parking: time-limited parking and paid parking. Both models are widely implemented across U.S. cities and can be tailored to meet specific enforcement, turnover, and economic goals. The following outlines each model’s general structure, advantages, and challenges.

Paid Parking

This model charges users to occupy parking spaces during defined enforcement hours, with pricing designed to promote short-term use and curb turnover.

Observed Benefits:

- Encourages turnover through pricing mechanisms
- Generates revenue to support parking management, infrastructure, and streetscape enhancements
- Compatible with modern tools such as mobile apps and license plate readers
- Can incentivize use of garages or off -street options for longer stays

Common Challenges:

- May require public education and communication to ensure successful adoption
- Upfront investment in signage and payment technology
- Potential initial resistance from residents or businesses concerned about perceived costs

Potential Solution – If the city's goal is to cover the cost of new enforcement services with parking revenue, we recommend implementing paid parking to expand the revenue beyond citation revenue. ACE recommends implementing paid parking as part of the parking requirement in any areas that are within the enforcement map shown earlier. At a minimum, these can be implemented in the Primary Enforcement Areas which currently are the highest impacted areas. For implementing paid parking, we recommend:

- Hourly Rate of $1.50/Hour
- 2 Hour Max of Parking – This will ensure your curbside parking spaces are turning over and allowing ample parking for new visitors.

  OPTION - Consider setting a 2 hour Minimum ($3.00) . Setting a two-hour minimum will raise your average transaction value with the end goal of the parking revenue self-sustaining the operational expenses of this program.
- Ability to offer longer paid parking options at surface lots or garages (lesser demand area, ensuring your highest demand spots are turning).
- For the payment system for this parking program, we recommend the spACE Scan -To-Pay system. A Scan-To-Pay system has low infrastructure costs, fast deployment, minimal maintenance, and is flexible and scalable.

Time Limit Parking

This model allows drivers to **park for free** within a posted time window—typically 1 to 2 hours—relying on enforcement to ensure compliance and encourage turnover.

Observed Benefits:

- Perceived as business-friendly due to free access
- Simple and intuitive for visitors to understand
- Requires minimal infrastructure (signage only; no meters or apps)

Common Challenges:

- Compliance is dependent on active enforcement presence
- May encourage “car shuffling” where employees relocate vehicles every few hours
- Revenue generation is solely dependent upon citations.

Potential Solution – ACE recommends updating time limit parking as part of the parking requirement in any areas that are within the enforcement map shown earlier. At a minimum, these can be implemented in the Secondary Enforcement Areas which currently are the least impacted areas. For implementing time limit parking, we recommend:

- 2 Hour Max of Parking – This will ensure your curbside parking spaces are turning over and allowing ample parking for new visitors.
- 10 Minute Loading Zone stalls for quick trips.
- To avoid encroachment, you can push out the 2 hour parking secondary enforcement zones to expand your parking controls. If this doesn’t’ work, you can implement a permit parking program.

Application in Peer Cities

Among peer cities surveyed in this study:

- 80% utilize some form of paid parking in their downtown cores
- Many blend models, using paid parking in high-turnover blocks and time-limited or permit zones in adjacent areas
- Enforcement typically focuses on business hours (e.g., 8 AM –6 PM, Monday–Friday), with some cities extending into evenings or weekends
- Citation fines typically range from $10 to $30 for violations such as overtime or non -payment

Dynamic Pricing

Dynamic pricing, which involves adjusting parking rates in real time based on demand, time of day, or occupancy levels, has proven to be an effective strategy for optimizing parking utilization and increasing municipal revenue. By aligning pricing with demand, cities can improve space turnover in high-traffic areas, reduce congestion, and enhance the overall customer experience. Currently, an estimated 25–30% of U.S. municipalities with advanced parking management systems have adopted some form of dynamic pricing, primarily in large metropolitan areas such as San Francisco, Seattle, and Los Angeles.

However, for a smaller municipality such as Midland, Texas, our recommendation is to delay the implementation of dynamic pricing at this stage. Smaller markets typically experience lower parking demand variability and may lack the necessary data infrastructure to support a dynamic pricing system effectively.

Implementing a more straightforward pricing structure, such as fixed or tiered rates, will enable the City of Midland to establish a solid operational foundation, gather demand data, and assess user behavior. Once consistent patterns are identified and data systems mature, the city can then consider transitioning to a dynamic pricing model with greater confidence and effectiveness.

ESTABLISH CITATION STRUCTURE

As part of this study, we reviewed common citation types and fine structures used by comparable cities to manage parking compliance and ensure safe, equitable access to curbside space. Citations can serve both as a deterrent to violations and as a revenue stream to support parking operations. While every city calibrates its approach based on local priorities, the following outlines general citation categories and fine levels observed across peer communities.

Common Citation Types

Cities typically issue citations for a variety of parking-related violations beyond basic time limits or non-payment. Examples include:

- Unauthorized Use of a Disabled Placard or Plate
- Fire Lane / Emergency Access Zone
- Passenger-Loading Zones
- Commercial Loading/Unloading Zone
- Street-Sweeping Restrictions
- Blocking a Driveway or Alley
- Blocking a Sidewalk or Crosswalk
- Double Parking
- Expired Registration
- Abandoned or Inoperable Vehicle
- Special-Event or Construction Zones

These citations support broader goals such as pedestrian safety, business access, traffic flow, and regulatory fairness.

Citation Fees

Citation amounts vary by violation type and are often designed to reflect severity, repeat behavior, or enforcement costs.

Key findings from peer city benchmarking:

- Most general parking violations (e.g., overtime, unpaid meter, time -limit exceeded) fall in the $10 to $30 range
- Progressive penalties are common, with fees increasing for repeat violations or non payments.
- Higher-risk or safety-related violations (e.g., ADA misuse, fire lane) often carry fines of $100 to $250+
- Among Texas cities surveyed, typical citation amounts for standard violations range between $10 and $23

Potential Solution – ACE recommends starting with a $20 citation fee fort paid and time limit violations.

CONSIDER PERMIT PARKING RULES

Many cities use permit parking systems to manage long-term curb or off-street use by specific user groups such as residents, employees, or service providers. Permit programs can help reduce competition for high-demand curbside spaces, shift longer-term parkers to designated areas, and increase predictability for both users and enforcement staff.

In the context of Midland, we anticipate that long-term parkers will move to the off-street garages and lots when new on-street parking restrictions, requirements and enforcement are implemented. However, if increased on-street occupancy occurs in the areas adjacent to the new paid and time-limit zones, new permit policies and zones could resolve this potential issue.

Common Permit Program Models

Across peer cities, several types of permit parking models are used depending on local conditions:
Employee Permits- Offered to downtown workers, especially when their employers lack dedicated parking. These are typically assigned for use in peripheral lots or garages.
Resident Permits - Used in adjacent neighborhoods to protect against spillover parking from commercial districts.
Business/Service Vehicle Permits - Provided to vendors, contractors, or delivery vehicles needing regular access to specific zones.
Time-of-Day or Location-Based Permits - Structured to allow access during certain hours (e.g., daytime only) or only in designated zones (e.g., off-street lots, top levels of garages).

Potential Assets for Permit Use in Midland

Two existing city-owned parking facilities could be candidates for permit-based programs:

Surface Lot at 200 N Baird St
Currently underutilized, this lot may be well-suited for long-term or permit-based parking.

Parking Garage at 107 N Baird St
With multi-level capacity and public access, the garage could support permit allocation for employees or regular downtown users.

Whether these assets are managed as free-permit zones, flat-rate lots, or scanned-access locations depends on the City's operational goals and capacity.



OFF-STREET PARKING RULES AND REGULATIONS

Downtown Midland's off-street parking assets include a multi-level parking garage and a surface lot, both located along North Baird Street. These facilities present opportunities to support long-term parking needs, employee permit programs, and visitor access while easing demand on curbside spaces. With the focus on getting long term daytime parkers off the streets, the off-street parking assets should see a spike in demand.

The City-owned off-street parking assets currently allows free public parking. At present, there are no posted time limits or usage restrictions, and occupancy remains relatively low.

To support future planning and maintain orderly use, several management options may be considered:

- Maintain Free Access with Time Limits
- Focused Parking Area for Long Term Parking
- Consider Implementing Paid Parking

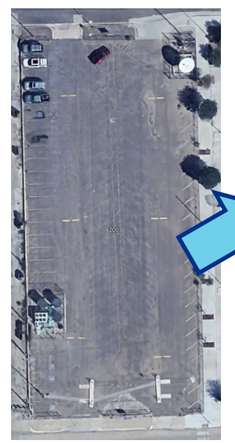
Surface Lot Recommendations

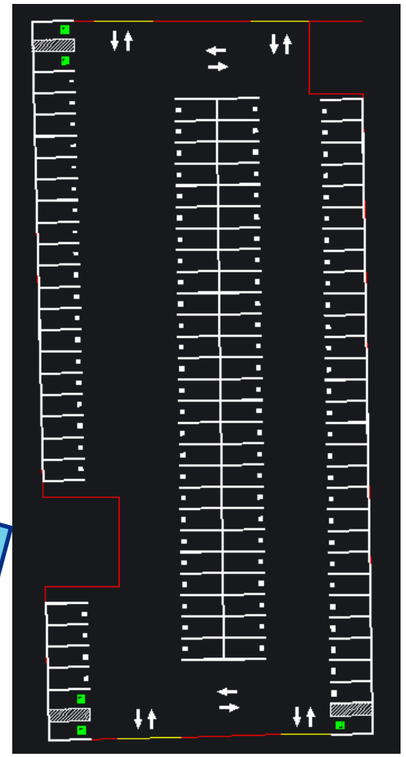
The surface lot currently has capacity for approximately 90 vehicles but is underutilized. Its current condition includes faded stall markings and limited visibility, which may discourage broader use.

1) Maximize Lot – We recommend restriping the lot to maximize your parking capacity while ensuring efficient traffic flow.
2) Restripe – We recommend restriping the lot so vehicles know the parking lines that they should be in.
3) Enhance Signage/Wayfinding – Enhance your visibility and utilize wayfinding with your updated branding to promote the surface lot.

Currently the stall striping is very faded and it is very hard to see the actual parking lines. This could create problems if the lot start to generate more usage.

The off-street parking assets should be enforced regardless of parking method (timed vs paid).





ESTABLISH MIDLAND PARKING BRAND IDENTITY

As cities modernize their parking systems, branding has emerged as a key tool for increasing public awareness, improving user trust, and creating a cohesive experience across signage, technology, and outreach. A unified brand identity for Midland's parking program could help residents, visitors, and businesses more easily recognize and understand parking rules, payment options, and available resources. For branding proposes, the following touchpoints should be considered for consistent application

- **On-Street Signage -** Standardized designs and logos across all regulated parking areas can reduce confusion and promote predictability.
- **Payment Interfaces -** Integrating branding into meters, mobile apps, or QR-code signage helps create a seamless user experience.
- **City Website and Parking Portal -** A dedicated landing page or subsite with branded visuals and centralized information can support transparency and self-service.
- **Community Outreach Materials** - Flyers, postcards, digital ads, and social media content can reflect the brand identity to promote adoption and understanding.



FINANCIAL PROJECTIONS

As Midland explores strategies to improve downtown parking availability and turnover, financial sustainability is an important factor. One objective commonly shared by municipalities is for parking programs to be **self-funded**—generating enough revenue to cover the costs of enforcement, signage, maintenance, and administration without drawing on the general fund.

Financial outcomes vary depending on the chosen parking model. Below is an overview of the typical revenue structures and implications associated with two common approaches: fee-based time-limited parking and paid parking systems.

1. Time-Limit Only Enforcement - Revenue & Expense Projections

In this model, parking is free to the user for a set time limit (e.g., 2 hours), and enforcement focuses on issuing citations for violations. Revenue is generated primarily through fines.

Key Financial Considerations:

- **Revenue Source:** Citations issued for overtime violations or non-compliance
- **Enforcement-Driven**: Relies heavily on active patrols or license plate recognition systems to maintain compliance and generate income
- **Volatile Revenue:** Income can fluctuate based on user behavior, enforcement consistency, and public perception
- **Public Acceptance:** Free parking is generally more palatable to the public, though citation-heavy systems can draw criticism if viewed as punitive

Potential Risks:

- Insufficient citation volume may result in underfunded operations
- Revenue may decline over time if compliance improves

2. Paid & Time-Limit Enforcement - Revenue & Expense Projections

In this model, drivers pay to park during posted enforcement hours, either through meters, mobile apps, or signage-based systems. Citations still exist for non-payment, but the primary revenue comes from user fees.

Key Financial Considerations:

- **Revenue Source:** Payments collected directly from users at the time of parking
- **More Predictable Income:** Based on stall occupancy rates and pricing structure
- **Technology Costs:** Requires upfront investment in signage, software, and/or equipment

Potential Risks:

- Initial resistance from the public or businesses
- Lower adoption if payment systems are not user-friendly
- Implementation costs may delay revenue recovery

Shown on the next pages are budget projections showcasing each model. As shown by our models, we don't envision the parking program to be self funded without the use of paid parking.

Paid & Time-Limit Enforcement Revenue & Expense Projections		Month	Year
REVENUE			
Transient Revenue	Estimated Based on 50% Utilization Monday-Friday at $3	15,438	185,250
Citation Revenue	Estimated based on 750 Citations/Year at $20	1,250	15,000
Total Revenue		**16,688**	**200,250**
EXPENSES			
Payroll			
Enforcement Supervisor	40 Hours Per Week	4,073	48,880
Enforcement Ambassador	10 Hours Per Week	802	9,620
Off-Site Account Management		500	6,000
Vacation/Sick/Overtime Accrual	4.00% Estimate	195	2,340
Total Payroll		**5,570**	**66,840**
Payroll Overhead	18.66%	1,039	12,472
Health Benefits	1 FT Employee with Health Benefits	981	11,772
Payroll Processing		36	437
Administration Fee		0	0
Supplies	Estimated	50	600
Uniforms	Estimated for Custom Uniforms	100	1,200
Signs	TBD	0	0
Computer Expense		100	1,200
Citation Equipment	1 Handheld Device & 1 Printers	399	4,788
Citation Paper	Estimated	75	900
Citation Fees	$1.00 Per Fee Citation ($0.00 for Warnings)	TBD	TBD
Citation System Fees	Backoffice & Automated 1st Appeal Response	150	1,800
Citation Notices	$1.00 for 1st Notices Mailed	TBD	TBD
Citation System Setup Fee	$10,000 Fee Amortized Over 5 Years	166	1,992
Vehicle Financing	1 Vehicle with Vigilant LPR System	1,290	15,482
Phone & Data Lines	1 Cell Phone and 1 Data Line	100	1,200
Office Rental		0	0
Vehicle Insurance		1,122	13,464
Vehicle Maintenance	Vehicle Service and Weekly Washes	200	2,400
Vehicle Fuel		91	1,092
Credit Card Fees		1,001	12,015
Monthly Management Fee		1,750	21,000
Total Expenses		**14,221**	**170,654**
NET OPERATING INCOME		**2,466**	**29,596**

EXHIBITS

Company: Midland Tower (223 W Wall)

Representative: Yoli Ojeda (Property Manager)

Phone: 432-967-9999

Email: thismgmt_all@thismgmt.com

What is your perception of the current parking situation in Downtown Midland?

It is always difficult to find parking around the building. There is rarely any availability, whether you're trying to quickly run into the office, eat at the nearby restaurants, or meet at the park.

What are your main concerns regarding parking in Downtown Midland?

Same as above.

We are currently looking at a number of possible solutions to the parking situation in Downtown Midland:

- Paid Parking implementation
- **Adjusted Time Limit Parking**
- Permit Parking
- Combination of some or all of the above
- Parking Enforcement (to be utilized in any of the above scenarios)

Do you believe that any of the above scenarios would help or hinder your business? If not, what do you think could be done with parking that would help your business?

I think it would be helpful to add adjusted time limit parking to assist those who are just running in to drop off items or grab a quick bite to eat at Cancun Grill or Opals Table.

Company: Permian Resources

Representative: Lyndsey White

Phone: 432-400-1050

Email: Lyndsey.white@permianres.com

What is your perception of the current parking situation in Downtown Midland?

I find parking downtown to be relatively easy. If parking is not available on the street, I use the garages at the Loft apartments or the public parking garage next to the former DoubleTree hotel. Wayfinding signage/promotion of these garages might be helpful to inform the community they are available.

What are your main concerns regarding parking in Downtown Midland?

N/A

We are currently looking at a number of possible solutions to the parking situation in Downtown Midland:

- Paid Parking implementation
- Adjusted Time Limit Parking
- Permit Parking
- Combination of some or all of the above
- **Parking Enforcement (to be utilized in any of the above scenarios)**

Do you believe that any of the above scenarios would help or hinder your business? If not, what do you think could be done with parking that would help your business?

Free parking is such a great benefit to downtown. Perhaps monitoring the street parking with a combination of the above suggested ideas would help with those spots. In my experience, the free garages always have parking available and work great.

Company: Centennial Park

Representative: Stephanie Martin

Phone: 432-687-8210

Email: stephanie@centennialparkmidland.org

What is your perception of the current parking situation in Downtown Midland?

In my view, the current parking situation in Downtown Midland presents several challenges. While there are public parking options available, they are limited—especially during peak hours, weekends, or large community events. One of the primary concerns is the lack of clear and visible signage directing visitors to public parking garages and surface lots. Without adequate wayfinding, many visitors overlook available parking, which contributes to the perception that there's simply nowhere to park.

That said, even with improved signage and awareness, I do believe there is a genuine need for additional parking to accommodate the continued growth and increased activity in the downtown area. As more businesses, events, and public spaces draw people into the heart of the city, expanding parking availability—alongside clearer communication about where it exists—will be essential to supporting a positive and accessible downtown experience.

What are your main concerns regarding parking in Downtown Midland?

My primary concerns regarding parking in Downtown Midland include the limited availability of spaces during high-traffic times, the lack of visible and consistent signage directing people to public garages and lots, and the overall accessibility of parking options for both residents and visitors.

Even when spaces are available, they are not always clearly marked or easy to find, which can lead to confusion and frustration, particularly for out-of-town guests or those unfamiliar with the area. This can have a negative impact on downtown businesses, events, and public amenities.

As downtown continues to grow and attract more activity, I'm also concerned that the current parking infrastructure may not be sufficient to meet future demand. Without thoughtful expansion and improved wayfinding, we risk creating a barrier to access that could diminish the vibrancy and convenience of the downtown experience.

One of my main concerns is the inconvenience created by the lack of accessible, short-term parking, particularly for everyday tasks like running errands or bringing in groceries. For those who live, work, or frequently visit downtown, the challenge of finding a nearby space can be frustrating, especially when carrying items or making quick stops.

Additionally, limited parking options often result in people resorting to restricted areas, which increases the likelihood of receiving parking citations. This not only adds to the inconvenience but can also discourage residents and visitors from returning to the area.

As Downtown Midland continues to grow, addressing the need for more convenient parking and improving enforcement practices with a more user-friendly approach will be essential in supporting both quality of life and economic activity.

We are currently looking at a number of possible solutions to the parking situation in Downtown Midland:

- **Paid Parking implementation**
- **Adjusted Time Limit Parking**
- **Permit Parking**
- **Combination of some or all of the above**
- **Parking Enforcement (to be utilized in any of the above scenarios)**

Do you believe that any of the above scenarios would help or hinder your business? If not, what do you think could be done with parking that would help your business?

- Paid Parking could be beneficial if it's strategically applied, such as during peak hours or in high-demand areas—while still offering free or low-cost options for short-term or off-peak parking. However, if implemented too broadly, it may discourage casual visits and negatively impact small businesses and community events.
- Adjusted Time Limit Parking may offer a good middle ground by encouraging turnover without imposing a financial burden. This could be especially helpful near retail, dining, and service-based businesses that rely on short visits.
- Permit Parking could support downtown residents and employees by ensuring they have access to consistent, long-term parking, provided it doesn't significantly reduce the availability of public parking for visitors.
- A combination of these approaches may be the most effective, particularly if paired with clear signage, consistent enforcement, and strong public communication. That said, parking enforcement should be customer-friendly and focused on education, particularly in the early stages of any new system.

For our purposes, increased signage and wayfinding, more designated short-term parking, and investments in additional parking infrastructure (such as a new garage or expanded lots) would have the most immediate positive impact on business and community experience.

Company: Cancun Grill

Representative: Nemecio Torres

Phone: 432-770-7982

Email: cgtorres2005@gmail.com

What is your perception of the current parking situation in Downtown Midland?

-Been since 2007, very little parking spaces, mostly people to work within walking distance to dine in. Customers say they get tickets for places they are parking. Ticket from city for parking on yellow spot and closest parking is 10 mins.

What are your main concerns regarding parking in Downtown Midland?

-Tickets

- Lots of groceries to try and bring in / no parking / citations

What changes would you like to see made to the current parking situation?

-Should leave all parking open without yellow spots to be fine

- Pay lots of taxes for city not to be flexible with parking

We are currently looking at a number of possible solutions to the parking situation in Downtown Midland:

- Paid Parking implementation
- Adjusted Time Limit Parking
- Permit Parking
- Combination of some or all of the above
- **Parking Enforcement (to be utilized in any of the above scenarios)**

Do you believe that any of the above scenarios would help or hinder your business? If not, what do you think could be done with parking that would help your business?

Combination of all of these and to be flexible with restaurant owners, parking on Missouri could open as well for restaurants.

Company: Stagg Investments

Representative: Denise Husbard

Phone: 685 – 1980

Email: denise.hubabard@tgaar.com

What is your perception of the current parking situation in Downtown Midland?

Needs improved

What are your main concerns regarding parking in Downtown Midland?

We need **more** by the park area

We are currently looking at a number of possible solutions to the parking situation in Downtown Midland:

- Paid Parking implementation
- Adjusted Time Limit Parking
- Permit Parking
- **Combination of some or all of the above**
- Parking Enforcement (to be utilized in any of the above scenarios)

Do you believe that any of the above scenarios would help or hinder your business? If not, what do you think could be done with parking that would help your business?

People park on the street all day, which leaves no spaces for people coming for a short time for appointments or dining or shopping. It needs to be paid parking or tickets given regularly!! Also, no parking zones are regularly used so delivery people have a hard time.

Company: Wall Street Bar & Grill Representative: Jamey Johnson

Phone: 432 684 8686 Email: wallstreetgrill81@yahoo.com

What is your perception of the current parking situation in Downtown Midland?

Only an issue when events happen. Usually on weekends.

What are your main concerns regarding parking in Downtown Midland?

We are currently looking at a number of possible solutions to the parking situation in Downtown Midland:

- Paid Parking implementation
- **Adjusted Time Limit Parking**
- Permit Parking
- Combination of some or all of the above
- **Parking Enforcement (to be utilized in any of the above scenarios)**

Do you believe that any of the above scenarios would help or hinder your business? If not, what do you think could be done with parking that would help your business?

I don't think paid parking or permits would help us. Casual diners may not decide to come downtown if they have to pay for parking. There are other options not downtown, and they may decide to go there instead.



City Council Meeting

Item Number: 43.
Meeting Date: December 16, 2025
To: City Council
From: Elizabeth Triggs, Planning & Development Officer
Subject: AN ORDINANCE AMENDING TITLE IX, "PUBLIC WAYS AND PROPERTY", OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 8, "RIGHT-OF-WAY PATIO PROGRAM", SO AS TO ESTABLISH REGULATIONS GOVERNING BUSINESSES' USES OF PUBLIC RIGHTS-OF-WAY; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION

Purpose:
The proposed ordinance establishes a new Right-of-Way (ROW) Patio Program allowing eligible businesses to activate adjacent public rights-of-way for outdoor dining, seating, and gathering areas. While the first designated eligible area will be Downtown Midland, the ordinance is intentionally written to allow for the expansion of eligible areas in the future without requiring additional code amendments. The program is designed to increase vibrancy, support small business operations, and enhance the walkability and street-level experience in commercial districts, including Downtown. By creating a formal permitting, design, and maintenance framework, the ordinance ensures installations are safe, accessible, and compliant with ADA, building, and public safety requirements.

Recommended Action:
APPROVE

Fiscal Impact:
There is no fiscal impact to the City. Applicants will pay application, occupancy, and related fees that are structured to recover the City's costs associated with administering and managing the ROW Patio Program, in accordance with the adopted fee schedule, as amended.

Strategic Priority:
STRONG ECONOMY WITH MORE QUALITY JOBS

Discussion:
The ordinance establishes a permitting and regulatory framework for outdoor patios and parklets built within the public right-of-way by eligible businesses such as restaurants, cafés, breweries, bars, and retail establishments. Although the pilot area is defined as the Downtown district—where buildings are typically built to the lot line and lack private outdoor space—the ordinance is not

limited to downtown. It is structured to allow the City Manager to designate additional eligible areas over time as demand grows or redevelopment needs shift.

Key elements include:

- Scalable eligibility: Downtown is the first approved area, but the framework can be expanded to other commercial corridors, mixed-use centers, or redevelopment zones.
- Three permit types (initial, renewal, modification) allowing flexibility for businesses year-to-year.
- Insurance, indemnification, and removal requirements to protect the City from cost or liability exposure.
- Design Manual to ensure consistent, high-quality installations that maintain ADA access, pedestrian flow, and emergency access.
- Restrictions on amplified sound, enclosed structures, generators, etc. unless separately approved, preventing nuisance conditions.

The program directly supports several adopted Strategic Plan goals, including Downtown Revitalization, Quality of Place, and Small Business Support. Specifically, it:

- Provides restaurants and retailers a way to expand seating and sales capacity without acquiring additional private property.
- Supports local businesses in the downtown core that otherwise lack space for patios due to zero-lot-line buildings.
- Activates the public realm, encouraging foot traffic, evening activity, and longer dwell-time during events.
- Reinforces policy direction from the Downtown Plan, the Strategic Plan, and recent Council downtown investment priorities.
- Creates an environment more attractive to future private investment by signaling a long-term commitment to a more walkable, programmed downtown.

Attachments:

A. ORDINANCE - Add 9-8 (ROW Patio Program) FINAL Ord
B. Midland ROW Patio Design Manual

Diana Geerts, Development Services	Created/Initiated - 11/3/2025
Landon Ochoa, Development Services	Approved - 11/7/2025
Elizabeth Triggs, Development Services	Approved - 11/7/2025
Christy Weakland, Finance	Approved - 11/10/2025
Linda Ochoa, Legal	Approved - 12/6/2025
Jose Ortiz, City Manager	Approved - 12/6/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE IX, "PUBLIC WAYS AND PROPERTY", OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 8, "RIGHT-OF-WAY PATIO PROGRAM", SO AS TO ESTABLISH REGULATIONS GOVERNING BUSINESSES' USES OF PUBLIC RIGHTS-OF-WAY; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION

WHEREAS, the Council finds it to be in the public interest to amend Title IX, "Public Ways and Property", of the City Code of the City of Midland, Texas, by adding Chapter 8, "Right-of-Way Patio Program", so as to establish regulations governing downtown businesses' uses of public rights-of-way;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That Title IX, "Public Ways and Property", of the City Code of the City of Midland, Texas, is hereby amended by adding Chapter 8, "Right-of-Way Patio Program", which shall read in its entirety as follows:

9-8-1. Purpose, conflicts.

(A) *Purpose.* The purpose of this Chapter is to support businesses and increase the City's vibrancy and quality of life by facilitating the installation and operation of safe, active, and well-designed outdoor dining and gathering areas within rights-of-way.

(B) *Conflicts.* In the event of a conflict between a provision of this Chapter and a provision of another ordinance, resolution, rule, or policy of the City, the provision of this Chapter shall supersede the other provision only to the extent necessary to resolve the conflict, provided that such resolution of a conflict does not contravene any state or federal law that requires application of the other provision.

9-8-2. Definitions.

As used in this Chapter:

(A) *Access Route* means a continuous, unobstructed path of travel for pedestrians that is at least four feet in width.

(B) *Accessible Element* means an Element that is designated for use by a person with a disability.

(C) *Accessible Space* means a parking space that is designated for use by a person with a disability.

(D) *Applicant* means a person who submits an application in accordance with this Chapter.

(E) *Approval* means any authorization or approval granted in accordance with this Chapter, including but not limited to Installation Approval.

(F) *Authorized Area* means a specified area of a Right-of-Way within which an Eligible ROW Patio shall be contained.

(G) *Business Day* means a day other than a Saturday, Sunday, state holiday, or federal holiday.

(H) *City* means the City of Midland.

(I) *City Manager* means the City's City Manager or the City Manager's designee.

(J) *Design Manual* means a document detailing the design requirements and other guidelines that shall apply to Eligible ROW Patios, which shall be utilized by the Director and Applicants for purposes of this Chapter.

(K) *Development Services Department* means the City's Development Services Department or successor department.

(L) *Director* means the City's Planning and Development Officer or the Planning and Development Officer's designee. In the absence of a Planning and Development Officer, this term shall mean the City employee who supervises the Development Services Department.

(M) *Element* means a Fixed Element or a Movable Element.

(N) *Eligible Activity* means gathering, waiting, sitting, socializing, dining, or drinking. For the avoidance of doubt, this term does not include the sale of goods or services except dining and beverage services.

(O) *Eligible Area* means an area of the City, as designated by the City Manager, within which a ROW Patio may be permitted in accordance with this Chapter.

(P) *Eligible Business* means a person, including a business or other entity or association, using its Primary Property for one or more of the following principal uses as defined in and in accordance with the Zoning Ordinance: Art Gallery or Museum; Artisan's Workshop; Bakery Shop; Bar; Bed and Breakfast Inn; Bike (Bicycle) Sales and Services; Book Store; Brewery (large, local, regular); Civic/Convention Center; College/University; Dance Hall; Dance, Music, Drama Studio; Distillery; Florist; Grocery Store; Handcraft Shop; Hobby Shop; Hotel; Library; Lounge or Nightclub; Mixed-Use Development; Movie Theater; Photographer's or Artist's Studio; Religious Use; Restaurant or Cafeteria, without a Drive-Through Window or Curb Service; Retail Stores and Shops; School (career, private, public); Wedding Chapel, Reception Facility, Special Events Center; or Winery.

(Q) *Eligible ROW Patio* means a Sidewalk Café or Parklet that is located within an Eligible Area.

(R) *Fixed Element* means a fixture or object located within a ROW Patio that is maintained in place and not easily moved. Examples include heavy planters and railings bolted to the sidewalk.

(S) *Graffiti* means markings, including inscriptions, slogans, drawings, or paintings, on property, made without the effective consent of the owner of the property, with:

(1) paint;

(2) an indelible marker; or

(3) an etching or engraving device.

(T) *Initial Applicant* means an Applicant who is not a Permittee with respect to the Eligible ROW Patio that is the subject of the application.

(U) *Initial Application Fee* means a non-refundable fee that shall be paid by an Initial Applicant, which shall be established in the City's then-current Fee Schedule ordinance and shall be reasonably related to the City's cost of reviewing an Initial Applicant's application.

(V) *Installation Approval* means written authorization from the Director for the installation of an Eligible ROW Patio prior to issuance of a Permit.

(W) *License Agreement* means an agreement between the City and an Applicant or Permittee in a form approved by the City Attorney authorizing such Applicant or Permittee's use of the Right-of-Way in accordance with this Chapter, and which shall, at a minimum, require the Applicant or Permittee to:

(1) be responsible for maintaining the Eligible ROW Patio and its Authorized Area;

(2) defend, indemnify, and hold the City harmless against all damages, costs, and expenses resulting from any activity that is in any way connected to the Eligible ROW Patio or the Applicant's use of the Right-of-Way;

(3) release the City from any claim the Applicant has or may have in the future that is in any way related to the application of this Chapter to the Applicant;

(4) waive any claim the Applicant may have for attorney's fees in the event that the Applicant files a claim against the City that is in any way related to the application of this Chapter to the Applicant; and

(5) comply with this Chapter and all applicable ordinances and state and federal laws, rules, and regulations.

(X) *Major Modification* means the modification of an existing Permit:

(1) to add, materially modify, or remove a Fixed Element;

(2) to modify the dimensions of the Authorized Area; or

(3) to add the sale and on-premises consumption of alcoholic beverages as a permitted use if such use is not already permitted in the existing Permit.

(Y) *Major Modification Applicant* means an Applicant who is a Permittee with respect to an Eligible ROW Patio who seeks to make a Major Modification to the Eligible ROW Patio.

(Z) *Minor Modification Applicant* means an Applicant who is a Permittee with respect to an Eligible ROW Patio who seeks to make a Minor Modification to the Eligible ROW Patio.

(AA) *Minor Modification* means the modification of an existing Permit to add, materially modify, or remove a Movable Element.

(BB) *Modification Application Fee* means a non-refundable fee that a Major Modification Applicant shall pay, which shall be established in the City's then-current Fee Schedule ordinance and shall be reasonably related to the City's cost of reviewing a Major Modification Applicant's application.

(CC) *Movable Element* means an object located within a ROW Patio that is easily movable by a single able-bodied, adult individual or that is susceptible to movement by winds, rain, or other weather events. Examples include tables, chairs, and umbrellas.

(DD) *Occupancy Fee* means a fee that shall be paid for the occupancy of the Right-of-Way during the term of a Permit, which shall be established in the City's then-current Fee Schedule ordinance.

(EE) *Parklet* means ROW Patio located within an on-street parking portion of a Right-of-Way.

(FF) *Permit* means a permit that is issued to an Eligible Business in accordance with this Chapter.

(GG) *Permittee* means an Eligible Business that holds a valid Permit.

(HH) *Preliminary Application Meeting* means a meeting between City staff and an Applicant to discuss the Applicant's proposed Eligible ROW Patio and enable the Applicant to receive feedback and guidance from staff regarding the application.

(II) *Primary Property* means the land on which an Eligible Business principally conducts its operations, including improvements on such land, but not including the abutting Right-of-Way. For the avoidance of doubt, if the Eligible Business principally conducts its operations within leased building space, the Primary Property shall include only the leased building space and the land immediately thereunder.

(JJ) *Property Line* means the boundary between an Eligible Business' Primary Property and the Right-of-Way.

(KK) *Removal Deposit* means a fee that an Applicant shall be required to pay prior to Installation Approval, which shall be established in the City's then-current Fee Schedule ordinance and which shall be refunded to the Applicant or Permittee upon such Applicant's or Permittee's removal of an Eligible ROW Patio as specified in this Chapter and the Design Manual.

(LL) *Renewal Applicant* means an Applicant who is a Permittee with respect to an Eligible ROW Patio who seeks to renew the associated Permit.

(MM) *Right-of-Way* means an area owned, controlled, or maintained by the City that is associated with a City street, including but not limited to vehicle travel lanes, turn lanes, sidewalks, and curbside space such as on-street parking spaces and loading zones.

(NN) *ROW Patio* means an installation within a Right-of-Way that is used or designed to be used for one or more Eligible Activities and that contains Elements that satisfy the requirements of this Chapter.

(OO) *Sidewalk Café* means a ROW Patio located between an Eligible Business' nearest Property Line and the curb or flow line.

(PP) *Transit Agency* means a public entity that administers a public transportation service. This term includes the Midland Odessa Urban Transit District.

(QQ) *Zoning Ordinance* means Title XI, Chapter 1 of the City Code.

9-8-3. Administration.

(A) *City Manager.* The City Manager:

(1) may designate, modify, or eliminate each Eligible Area;

(2) shall adopt a Design Manual, which the City Manager may amend from time to time; and

(3) shall consider appeals in accordance with Section 9-8-14.

(B) *Director.* Except as provided in Subsection (A), the Director shall administer and enforce the provisions of this Chapter.

9-8-4. Eligibility in general.

(A) An application concerning a ROW Patio is eligible to be considered by the Director if:

(1) the ROW Patio is an Eligible ROW Patio that will be operated by an Eligible Business only in conjunction with the Eligible Business' principal use of its Primary Property;

(2) each Eligible Activity for which the Eligible ROW Patio will be used is incidental and secondary to the Eligible Business' principal use of the Primary Property; and

(3) the Elements of the Eligible ROW Patio are limited to those that directly satisfy the purpose of this Chapter and support the Eligible Activities for which the Eligible ROW Patio will be used.

(B) This Section shall not apply to an application submitted by the City.

9-8-5. Application and Permit process.

(A) *Initial Applicants.*

(1) This Subsection shall apply to an Initial Applicant.

(2) Preliminary Application Meeting. Prior to submitting an application, an Applicant shall attend a Preliminary Application Meeting.

(3) Completion of application. The Director shall not grant Installation Approval if an Applicant has not submitted a complete application. An application shall not be deemed to be complete until the following items have been submitted:

(a) an application form prescribed by the Director for Initial Applicants;

(b) proof that the Applicant is an Eligible Business;

(c) proof of the Applicant's ownership or lease of the Primary Property;

(d) a list that describes each proposed Fixed Element and Movable Element;

(e) construction details for any structural Element that will support or cover an occupant of the proposed Eligible ROW Patio;

(f) scaled plans and elevation drawings of the proposed Eligible ROW Patio, including the proposed locations of all proposed Fixed Elements and Movable Elements; and

(g) photographs of the proposed Authorized Area from all sides, including from the sidewalk nearest to the Primary Property and from across the street.

(h) if the Applicant is not the owner of the Applicant's Primary Property, a letter of support of the proposed Eligible ROW Patio signed by the owner of the Primary Property;

(i) letters of support of the proposed Eligible ROW Patio signed by the owner of each property immediately abutting the Applicant's Primary Property;

(j) a certificate of insurance evidencing minimum insurance coverage as follows:

(i) Commercial General Liability:

-Personal Injury	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage	$1,000,000.00 per occurrence
-Liquor Liability (if alcoholic beverages will be sold for on-premises consumption)	$1,000,000.00 per occurrence

The Commercial General Liability policy shall be on a per location aggregate and shall be on an occurrence basis;

(ii) Workers' Compensation: Statutory limits;

(iii) Employers' Liability: $500,000.00 per accident or occurrence; and

(iv) Policy Endorsements:

A. Name the City of Midland as an Additional Insured on all insurance policies except Workers' Compensation; and

B. Waive subrogation in favor of the City of Midland on all insurance policies;

(k) the following items, as applicable:

(i) if alcoholic beverages will be sold for on-premises consumption:

A. a copy of the applicable permit or license issued by the Texas Alcoholic Beverage Commission or successor agency for the Authorized Area of the Eligible ROW Patio; and

B. if required for the Applicant's Primary Property's location, a copy of an effective ordinance granting a specific use designation with term allowing the Applicant's Primary Property to be used for the sale and on-premises consumption of alcoholic beverages; provided, however, that a specific use designation with term allowing the Eligible ROW Patio to be used for the sale and on-premises consumption of alcoholic beverages shall not be required;

(ii) if the proposed Eligible ROW Patio will be 10 feet or less from a Transit Agency's transit stop as determined by the City, inclusive of all appurtenant fixtures and facilities such as signs and dedicated waiting areas, a letter of approval from the Transit Agency or documentation of the Applicant's good faith effort to notify the Transit Agency of the application and request a letter of approval;

(iii) if the proposed Eligible ROW Patio will be two feet or less from a utility provider's above-ground utility facilities as determined by the City, a letter of approval from the utility provider or documentation of the Applicant's good faith effort to notify the utility provider of the application and request a letter of approval;

(l) a fully executed and effective License Agreement; and

(m) the Initial Application Fee.

(4) City review of application.

(a) Following an Applicant's submission of an application, the Director shall conduct a preliminary review of the application for completeness. If the Director determines that the application is incomplete, the Director shall notify the Applicant in writing that the application is incomplete and indicate what is needed to complete the application. The Applicant may, within 60 days following the date of such notice, submit the necessary information to preliminarily complete the application. If the application is not preliminarily completed within such period, the application shall be deemed to be disapproved.

(b) If the Director preliminarily determines that the application is complete, the Director shall, in consultation with other City departments, conduct a thorough review of the application to ensure that the proposed Eligible ROW Patio conforms to the requirements of this Chapter and the Design Manual and that it will not pose an unreasonable risk to the health or safety of the public. If the Director, in consultation with other City departments, determines that revisions

to or additions to the application are needed to conform to this Chapter or the Design Manual, the Director shall provide the Applicant written notice of the necessary revisions that must be made to the application. If the Director provides such written notice, the Applicant may, within 90 days following the date of such notice, make the necessary revisions. If the necessary revisions to the application are not made within such period, the application shall be deemed to be disapproved.

(5) Installation Approval.

(a) The Director shall grant Installation Approval if:

(i) the Director, in consultation with other City departments, determines that the proposed Eligible ROW Patio conforms to the requirements of this Chapter and the Design Manual and that it will not pose an unreasonable risk to the health or safety of the public;

(ii) the Applicant pays the Removal Deposit; and

(iii) the Applicant and the City have fully executed a License Agreement, which is effective and on file with the Development Services Department.

(b) Installation Approval shall not constitute a Permit or other authorization to operate an Eligible ROW Patio.

(c) Installation Approval shall be valid for 60 days. If installation is not completed within 60 days, installation of the Eligible ROW Patio shall immediately cease, and the Applicant shall promptly remove any portion of the Eligible ROW Patio that has been installed. Notwithstanding the foregoing, if installation will not be completed within 60 days, the Applicant may submit a written request for an extension of time to the Director. Such request shall explain why the installation cannot reasonably be completed within 60 days. The Director may grant an extension of time if the Director determines that the installation cannot reasonably be completed within 60 days.

(6) Completion. Promptly upon the completion of installation of the Eligible ROW Patio, the Applicant shall notify the Director in writing of such completion.

(7) Inspection and issuance of Permit.

(a) Following receipt of an Applicant's notice of completion, the Director shall inspect the Eligible ROW Patio.

(b) If the Eligible ROW Patio does not conform to the applicable requirements of this Chapter or the Design Manual, the Director shall give the Applicant written notice of the violations that must be corrected and a reasonable amount of time for the Applicant to remedy the violations.

(c) If the Eligible ROW Patio conforms to the applicable requirements and the Applicant has paid the Occupancy Fee, the Director shall issue a Permit to the Applicant.

(B) *Renewal Applicants.*

(1) This Subsection shall apply to a Renewal Applicant who does not seek a Major Modification. A Renewal Applicant who seeks a Major Modification shall be deemed to be a Major Modification Applicant who shall be subject to the procedure set forth in Subsection (C).

(2) Renewal Applicants seeking Minor Modifications. In addition to the procedures of this Subsection, a Renewal Applicant who seeks a Minor Modification shall be subject to the review, preliminary Approval, completion, inspection, and final Approval procedure specified in Subsection (D)(3)-(5).

(3) Completion of application. The Director shall not grant renewal of a Permit if an Applicant has not submitted a complete application. A Permittee shall submit a complete application to the Director a minimum of 60 days prior to the expiration of the Permit; provided, however, that the Director may allow submission of a complete application less than 60 days prior to the expiration of the Permit if the Director determines that there was good cause for the late submission and the application is submitted prior to the expiration of the Permit. An application shall not be deemed to be complete until the following items have been submitted:

(a) an application form prescribed by the Director for Renewal Applicants;

(b) information pertaining to all Minor Modifications, if any;

(c) updates or corrections of information contained in a prior application that has changed or will be changing, including but not limited to updates that are necessary to comply with the then-current Design Manual; and

(d) the Occupancy Fee.

(4) City review of application.

(a) Following an Applicant's submission of an application, the Director shall conduct a review of the application. If the Director determines that revisions to or additions to the application are needed to conform to this Chapter or the Design Manual, the Director shall provide the Applicant written notice of the necessary revisions that must be made to the application. If the Director provides such written notice, the Applicant may, within 30 days following the date of such notice, make the necessary revisions. If the necessary revisions to the application are not made within such period, the application shall be deemed to be disapproved.

(b) Inspection and renewal of Permit.

(i) If the Director determines that no revisions to or additions to the application are needed to conform to this Chapter or the Design Manual, the Director shall conduct an inspection of the Eligible ROW Patio.

(ii) If the Eligible ROW Patio does not conform to the applicable requirements of this Chapter or the Design Manual, the Director shall give the Applicant written notice of the violations that must be

corrected and a reasonable amount of time for the Applicant to remedy the violations.

(iii) If the Eligible ROW Patio conforms to the applicable requirements, the Director shall grant renewal of the Permit.

(c) Notwithstanding any provision of this Chapter to the contrary, the Director may extend the term of an existing Permit if the Director determines that such extension is necessary to allow the Applicant and the City to comply with this Subsection and enable the continued operation of the Eligible ROW Patio during the pendency of the application process. In the event of such extension, the term of a Permit that is renewed in accordance with this Subsection shall expire one year after the date the previous Permit term would have expired had the term not been extended.

(C) *Major Modification Applicants.*

(1) This Subsection shall apply to a Major Modification Applicant.

(2) Procedure. An Applicant shall be subject to the same procedure set out in Subsection (A) that is applicable to an Initial Applicant except:

(a) that the Applicant shall submit an application form prescribed by the Director for Major Modification Applicants instead of a form prescribed for Initial Applicants;

(b) that the Applicant shall not be required to furnish any information that is already on file with the Development Services Department that has not changed and will not be changing;

(c) that the Applicant shall not be required to pay the Initial Application Fee;

(d) that the Applicant shall pay the Modification Application Fee;

(e) that the Applicant shall not be required to pay the Occupancy Fee unless the new Permit will be issued less than 90 days prior to the expiration of the term of the existing Permit; and

(f) that the term of the new Permit shall expire one year after the expiration of the term of the prior Permit.

(3) Notwithstanding any provision of this Chapter to the contrary, the Director may extend the term of an existing Permit if the Director determines that such extension is necessary to allow the Applicant and the City to comply with this Subsection and enable the continued operation of the existing Eligible ROW Patio during the pendency of the application process. In the event of such extension, the term of a new Permit that is issued in accordance with this Subsection shall expire one year after the date the previous Permit term would have expired had the term not been extended.

(D) *Minor Modification Applicants.*

(1) This Subsection shall apply to a Minor Modification Applicant who is not a Renewal Applicant.

(2) Completion of application. The Director shall not approve a Minor Modification if an Applicant has not submitted a complete application. An application shall not be deemed to be complete until the following items have been submitted:

(a) an application form prescribed by the Director for Minor Modification Applicants;

(b) information pertaining to all Minor Modifications; and

(c) updates or corrections of information contained in a prior application that has changed or will be changing, including but not limited to updates that are necessary to comply with the then-current Design Manual.

(3) City review of application.

(a) Following an Applicant's submission of an application, the Director shall conduct a review of the application. If the Director determines that revisions to or additions to the application are needed to conform to this Chapter or the Design Manual, the Director shall provide the Applicant written notice of the necessary revisions that must be made to the application. If the Director provides such written notice, the Applicant may, within 30 days following the date of such notice, make the necessary revisions. If the necessary revisions to the application are not made within such period, the application shall be deemed to be disapproved.

(b) Preliminary Approval. If the Director determines that no revisions to or additions to the application are needed to conform to this Chapter or the Design Manual, the Director shall grant preliminary Approval of the Minor Modification, which shall authorize the Applicant to incorporate the Minor Modification into the Eligible ROW Patio.

(4) Completion. Promptly upon the completion of incorporation of the Minor Modification of the Eligible ROW Patio, the Applicant shall notify the Director in writing of such completion.

(5) Inspection and final Approval of Minor Modification.

(a) Following receipt of an Applicant's notice of completion, the Director shall inspect the Eligible ROW Patio.

(b) If the Eligible ROW Patio does not conform to the applicable requirements of this Chapter or the Design Manual, the Director shall give the Applicant written notice of the violations that must be corrected and a reasonable amount of time for the Applicant to remedy the violations.

(c) If the Eligible ROW Patio conforms to the applicable requirements, the Director shall grant final Approval of the Minor Modification. Final Approval of a Minor Modification shall not affect the expiration date of the Permit.

(E) *Duty to correct.* An Applicant and Permittee shall have a continuing duty to ensure that all information contained in an application is accurate and to promptly correct any inaccurate information.

(F) *License Agreement required.* For the avoidance of doubt, no application shall be considered complete unless a fully executed and effective License Agreement is on file with the Development Services Department. Prior to rendering any decision in accordance with this Section, the Director shall ensure that a fully executed and effective License Agreement is on file with the Development Services Department.

(G) *City Council Approval.* Notwithstanding any provision of this Section to the contrary, if the Director determines that the requirements of this Chapter and the Design Manual have been satisfied but certain facts or circumstances cause the Director to believe that granting an Approval or Permit authorized by this Section would be contrary to the public interest, the Director may refer the matter to the City Council. If the City Council determines that the requirements of this Chapter and the Design Manual have been satisfied and that granting the Approval or Permit would not be contrary to the public interest, the City Council shall direct the Director to grant the Approval or Permit, subject to the License Agreement requirement of Subsection (F).

(H) *Specification of Authorized Area.* Any Approval or Permit that is granted in accordance with this Section shall specify the Authorized Area within which the Eligible ROW Patio shall be contained. The Authorized Area shall not extend beyond the Applicant's or Permittee's Primary Property's frontage unless approved in writing by the owner of the affected neighboring property and specifically authorized by the Director in the Approval or Permit.

(I) *Conditional Approvals and Permits.* Notwithstanding any provision of this Section to the contrary, the Director or the City Council may condition any Approval or Permit authorized by this Section on compliance with reasonable conditions, which shall be identified on the Approval or Permit document. An Applicant or Permittee shall comply with all conditions of such Approval or Permit.

9-8-6. Contractor requirements.

A contractor who engages in the construction, erection, alteration, repair, or removal of an Eligible ROW Patio or who performs any related work on or within the Right-of-Way on behalf of an Eligible Business shall, prior to commencing such work:

(A) obtain all applicable City approvals, authorizations, and permits for the work; and

(B) furnish to the City a certificate of insurance evidencing minimum insurance coverage as follows:

(1) Commercial General Liability:
-Personal Injury $1,000,000.00 per person
$1,000,000.00 per occurrence
-Property Damage $1,000,000.00 per occurrence
The Commercial General Liability policy shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis;

(2) Automobile Liability: $1,000,000.00 combined single limit per accident for personal injury and property damage;

(3) Workers' Compensation: Statutory limits;

(4) Employers' Liability: $500,000.00 per accident or occurrence; and

(5) Policy Endorsements:

(a) Name the City of Midland as an Additional Insured on all insurance policies except Workers' Compensation; and

(b) Waive subrogation in favor of the City of Midland on all insurance policies.

9-8-7. Term of Permit; voluntary termination; suspension; revocation.

(A) *Term of Permit.* Except as otherwise expressly provided in this Chapter, a Permit that is issued or renewed in accordance with this Chapter shall be valid for one year.

(B) *Voluntary termination.* An Eligible Business may voluntarily terminate an Approval or Permit by providing written notice of such termination to the Director. The written notice shall contain the date of termination. When feasible, an Eligible Business shall give such notice at least 60 days prior to the date of termination.

(C) *Suspension.*

(1) If an Eligible Business fails to comply with the insurance requirements of Section 9-8-9(B), the associated Approval or Permit shall be automatically suspended. The Director is not required to give the Eligible Business notice of such automatic suspension. The Approval or Permit shall be reinstated upon the Eligible Business' compliance with Section 9-8-9(B).

(2) If the Director determines that an Eligible ROW Patio is being installed, maintained, used, or operated in violation of this Chapter or in a manner that poses an unreasonable risk to the health or safety of the public and that the violations can reasonably be remedied, the Director may suspend the associated Approval or Permit. The Director shall give the Eligible Business written notice of the suspension, a description of each violation, the actions that the Eligible Business must take to remedy each violation, and a reasonable amount of time for the Eligible Business to remedy the violations, which may subsequently be extended in the discretion of the Director. If the Director determines that the violations have been remedied within the allotted time, the Director shall reinstate the Approval or Permit.

(3) A suspension of a Permit and subsequent reinstatement shall not cause the term of the Permit to be extended for the length of time of the suspension.

(D) *Revocation.*

(1) If the Director determines that an Eligible ROW Patio is being installed, maintained, used, or operated in violation of this Chapter or in a manner that poses an unreasonable risk to the health or safety of the public, or if the Authorized Area is no longer located in an Eligible Area, the Director may revoke the associated Approval or Permit.

(2) If an Approval or Permit has been suspended in accordance with Subsection (C)(2) and the Director determines that the violations have not

been remedied within the allotted time, the Director may revoke the Approval or Permit.

(E) *Effect of suspension or revocation.*

(1) An Eligible Business shall not install, use, or operate an Eligible ROW Patio if the associated Approval or Permit is suspended or revoked.

(2) An Eligible Business shall not be eligible to submit any application concerning the same Authorized Area for which an Approval or Permit is suspended until the Approval or Permit is reinstated. If the term of a Permit expires during a suspension, the Eligible Business shall be considered an Initial Applicant with respect to a new application involving the Authorized Area.

(3) An Eligible Business that has had an Approval or Permit revoked during the preceding 12 months shall not be eligible to submit any new application concerning the same Authorized Area for which such Approval or Permit had been granted.

9-8-8. No ownership of Right-of-Way; assignment prohibited.

(A) No Approval or Permit granted in accordance with this Chapter shall be deemed to grant an Eligible Business an ownership interest in any portion of a Right-of-Way.

(B) An Applicant or Permittee shall not assign, transfer, or convey any Approval or Permit granted in accordance with this Chapter, or any interest in any Approval or Permit granted in accordance with this Chapter, to another person, regardless of whether the person is an affiliate of such Applicant or Permittee or a successor to the Applicant or Permittee. Any purported assignment, transfer, or conveyance shall be void.

(C) An Approval or Permit granted in accordance with this Chapter shall not run with the Primary Property.

9-8-9. General requirements and prohibitions.

(A) An Eligible Business shall ensure that each of its contractors complies with the requirements of Section 9-8-6.

(B) At all times that an Eligible Business uses or occupies a Right-of-Way as authorized under this Chapter, the Eligible Business shall:

(1) ensure that a License Agreement is in effect and on file with the Development Services Department;

(2) ensure that valid certificates of insurance required in Section 9-8-5(A)(3) are on file with the Development Services Department; and

(3) maintain the insurance policies that must be evidenced by the certificates of insurance required in Section 9-8-5(A)(3).

(C) An Eligible Business that has received Installation Approval or a Permit shall maintain the Eligible ROW Patio and the Authorized Area of the Eligible ROW Patio in accordance with the requirements of this Chapter.

(D) An Eligible ROW Patio shall conform to the following general requirements:

(1) No portion of an Eligible ROW Patio, at any elevation, shall extend beyond the Eligible ROW Patio's Authorized Area.

(2) An Eligible ROW Patio shall not be located in or immediately abut an Accessible Space, a designated loading zone, or a fire lane or other emergency lane.

(3) An Eligible ROW Patio shall not obstruct or impede safe and efficient travel of pedestrians or operators of motor vehicles or bicycles.

(4) An Eligible ROW Patio shall not obstruct or impede access for the Midland Police Department, the Midland Fire Department, or other agencies or entities providing emergency services.

(5) An Eligible ROW Patio shall not obstruct or impede access to a Fire Department connection.

(6) An Eligible ROW Patio shall not obstruct or impede access to utilities for maintenance or emergency work.

(7) An Eligible ROW Patio shall not obstruct or impede stormwater drainage.

(8) Access Routes shall be maintained along the Right-of-Way, shall connect Accessible Elements and spaces in the Right-of-Way, and shall be located between the Eligible Business' nearest Property Line and the curb or flow line. Protruding Elements or objects shall not reduce the minimum clear width of an Access Route.

(9) An Eligible ROW Patio shall have convenient ingress to and egress from the Eligible ROW Patio, including all seats therein, access routes, and points of entry. The path of egress travel shall not be blocked by any Element other than designated means of egress components. Tables and chairs shall not obstruct the minimum width or required capacity of the egress path. Any projections into the path of egress shall not diminish the minimum width or required capacity of the means of egress system along the path of egress travel.

(10) An Eligible ROW Patio shall be compliant with all applicable City ordinances, including but not limited to the Building Code, and state and federal laws, regulations, and guidelines, including but not limited to the Americans with Disabilities Act, the Architectural Barriers Act, and the Public Rights-of-Way Accessibility Guidelines.

(11) An Eligible ROW Patio, including all Elements, shall be capable of being removed from the Right-of-Way within 24 hours.

(12) An Eligible ROW Patio shall not be enclosed by side walls, screens, fences or other vertical Elements greater than 42 inches in height as measured from the upper walking surface of the sidewalk.

(13) The Elements of an Eligible ROW Patio shall utilize materials that withstand the climate and major weather events, including but not limited to sun exposure, extreme heat, and high winds.

(14) A heating element within an Eligible ROW Patio shall not be placed under a canopy, umbrella, or other overhead Element.

(15) A fire extinguisher shall be present within an Eligible ROW Patio during all operating hours.

(E) The following Elements, objects, and activities shall be prohibited in an Eligible ROW Patio unless expressly authorized in writing by a separate Approval of the City:

(1) live entertainment;

(2) amplified sound;

(3) smoking or vaping;

(4) outdoor merchandise display;

(5) enclosed Elements, including but not limited to tents, enclosed buildings, and screened-in areas;

(6) lighting that emits or causes glare, flashes, strobes, or results in spillover onto adjacent properties or areas of the Right-of-Way;

(7) exposed electrical wires;

(8) generators;

(9) video surveillance;

(10) audio surveillance; and

(11) other Elements and activities determined by the Director to be inconsistent with the intent of this Chapter.

(F) An Eligible ROW Patio shall conform to all applicable provisions of the Design Manual that was in effect on the date when the complete application was submitted. Notwithstanding the foregoing, the Director may approve deviations from the requirements of the Design Manual to address unique site-specific constraints and challenges; provided, however, that the deviations must be consistent with the purpose of the Design Manual's provisions, must be consistent with the purpose and requirements of this Chapter, and must be limited to the fewest number of deviations necessary to address the unique site-specific constraints and challenges. Any such deviations from the Design Manual shall be specified in the Installation Approval or Permit, as applicable.

9-8-10. Operational requirements.

(A) *Operating hours.* The operation of an Eligible ROW Patio shall be limited to the operating hours of the associated principal use.

(B) *Upkeep and maintenance.* An Eligible Business shall maintain its Eligible ROW Patio and Authorized Area in clean and safe condition. If an Element is damaged, the Eligible Business shall repair it immediately.

(C) *Graffiti removal.* An Eligible Business shall promptly remove Graffiti from an Eligible ROW Patio and the Authorized Area upon the Eligible Business'

discovery of such Graffiti. If the City gives an Eligible Business written notice of the existence of such Graffiti, the Eligible Business shall remove the Graffiti within five Business Days following the Eligible Business' receipt of such notice.

(D) *Continuous use.* A Permittee shall continually operate and use its permitted Eligible ROW Patio during its regular operating hours except during inclement weather. An Eligible ROW Patio shall not be utilized for storage of equipment, Elements, or furnishings for a period that exceeds 24 hours.

9-8-11. Removal.

(A) *Expiration or voluntary termination of Approval or Permit.* If an Eligible Business's Approval or Permit expires, or if an Eligible Business voluntarily terminates an Approval or Permit in accordance with this Chapter, the Eligible Business shall fully remove its Eligible ROW Patio, including all Elements thereof, from the Right-of-Way prior to the date of such expiration or termination. No Elements that were placed or installed in the Right-of-Way in conjunction with the Approval or Permit that is expiring or being terminated shall remain in the Right-of-Way upon such expiration or termination.

(B) *Removal upon revocation.* If an Approval or Permit is revoked, the Eligible Business, immediately upon receiving notice of the revocation, shall remove its Eligible ROW Patio, in full, from the Right-of-Way.

(C) *Removal upon suspension.* If an Approval or Permit is suspended, the Director may order the Eligible Business to immediately remove its Eligible ROW Patio, in full or in part, from the Right-of-Way. The Eligible Business shall comply with any such order.

(D) *Removal for special events.* The Director may order an Eligible Business to temporarily remove an Eligible ROW Patio if the Director determines that such temporary removal is necessary or appropriate to facilitate the Right-of-Way's use for a special event. The Eligible Business shall comply with any such order.

(E) *City removal.* The City may remove an Eligible ROW Patio:

(1) if the Eligible Business fails to remove it in accordance with Subsection (A), (B), (C), or (D); or

(2) if the Director determines that such removal is necessary or appropriate in response to any public health or safety emergency or to maintain the public health, safety, and welfare of the community; provided, however, that the Director may allow the Eligible Business an opportunity to move its own Eligible ROW Patio if circumstances Permit.

(F) *Notice of City removal.* If the City removes an Eligible ROW Patio in accordance with Subsection (E), the City shall promptly give written notice of such removal to the Eligible Business.

(G) *Repair of Right-of-Way.* An Eligible Business that removes, or that is required to remove, its Eligible ROW Patio in accordance with Subsection (A) or (B) shall promptly repair the Right-of-Way to the extent necessary to restore it to the condition in which it existed immediately prior to the Eligible Business' use of the Right-of-Way.

(H) *Refund of Removal Deposit.* If the Director finds that an Eligible Business has removed its Eligible ROW Patio in accordance with Subsection (A) or (B) and Subsection (G), the City shall refund the Removal Deposit associated with the Eligible ROW Patio. Otherwise, including in circumstances in which the City removed the Eligible ROW Patio due to the Eligible Business' failure to do so in accordance with Subsection (A) or (B) or in circumstances in which the Eligible Business did not comply with Subsection (G), the Removal Deposit shall become the property of the City.

9-8-12. Prohibited conduct, penalty.

(A) A person shall not install, cause to be installed, maintain, cause to be maintained, operate, cause to be operated, use, or cause to be used, a ROW Patio contrary to the provisions of this Chapter.

(B) A person who violates a provision of this Chapter shall be guilty of a misdemeanor and fined in a sum not to exceed $500.00. A person commits a separate and distinct offense for each separate violation of a provision of this Chapter. A person commits a separate and distinct offense each day during which a violation of this Chapter is committed or continued. Evidence of a culpable mental state is not required to prove a criminal offense under this Chapter. It is hereby declared that, for all offenses prosecuted under this Chapter, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

(C) In addition to criminal enforcement of this Chapter, the City may pursue any available civil remedies and penalties.

9-8-13. Refund of Occupancy Fee.

(A) *Request.* An Eligible Business may submit a written request for a refund or prorated refund of an Occupancy Fee it has paid if, during the term of the Approval or Permit for which the Occupancy Fee was paid, the Eligible Business's Eligible ROW Patio was removed from the Authorized Area in accordance with Section 9-8-11(B), (C), (D), or (E). Such request shall specify the facts and circumstances of the removal and include the date of the removal and the date when the Eligible ROW Patio was reinstalled in the Authorized Area, if at all.

(B) *Director's decision.* If, following the receipt of a request described in Subsection (A), the Director determines that the Eligible Business's Eligible ROW Patio was removed from its Authorized Area in accordance with Section 9-8-11(B), (C), (D), or (E), the Director may grant the Eligible Business a refund or prorated refund of the Occupancy Fee based on the number of days the Eligible ROW Patio was not occupying the Authorized Area.

9-8-14. Appeals.

(A) A person contesting a disapproval or a condition of an Approval or Permit, or a suspension or revocation, or the application of any rule, standard, regulation, determination or requirement set forth in this Chapter, directly or by delegation of authority, shall have the right to appeal by submitting to the City Manager a written request for a hearing setting forth fully the grounds for the appeal within 14 days of the action that the person wishes to contest.

(B) The submission of a written request for a hearing shall not stay a disapproval, a condition of an Approval or Permit, a suspension or revocation, or any other determination that is being appealed during the pendency of the appeal.

(C) If a person requests a hearing under this Section, a hearing shall be held before the City Manager within 21 days of the date that the request is received, at a time to be determined by the City Manager, and notice of the hearing shall be given to the appellant.

(D) The City Manager shall issue a written decision within 48 hours following the hearing. The decision of the City Manager shall be final and conclusive.

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 City Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. That the penalty for a violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding five hundred dollars ($500.00) pursuant to State law. The definitions of all offenses under this ordinance do not require a culpable mental state. The definitions of all offenses under this ordinance plainly dispense with any mental element as authorized by Section 6.02 of the Texas Penal Code. It is hereby declared that for all offenses under this ordinance, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION FIVE. This ordinance shall become effective on February 1, 2026.

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., 2025; 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., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Deputy City Manager

_____
Gabriel McClelland, Director of Engineering Services

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

MIDLAND
RIGHT-OF-WAY PATIO PROGRAM

DESIGN MANUAL

September 16, 2025



City of Midland

This page is intentionally left blank.

TABLE OF CONTENTS

SECTION 1: INTRODUCTION 2
SECTION 2: SIDEWALK CAFÉ DESIGN STANDARDS 8
SECTION 3: PARKLET DESIGN STANDARDS 16
SECTION 4: OPERATING A ROW PATIO 26
SECTION 5: DEFINITIONS 28

SECTION 1: INTRODUCTION

Outdoor patios present an opportunity to enhance the public realm within Midland by activating streets and introducing new social spaces. The Midland Right-Of-Way (ROW) Patio Program creates opportunities for businesses and other entities to establish outdoor patio spaces in the Right-of-Way. The Program's mission is to – Support Downtown business and increase Downtown vibrancy by facilitating the installation and operation of safe, active, and well-designed reversible outdoor dining and gathering areas in the City's Right-of-Way.

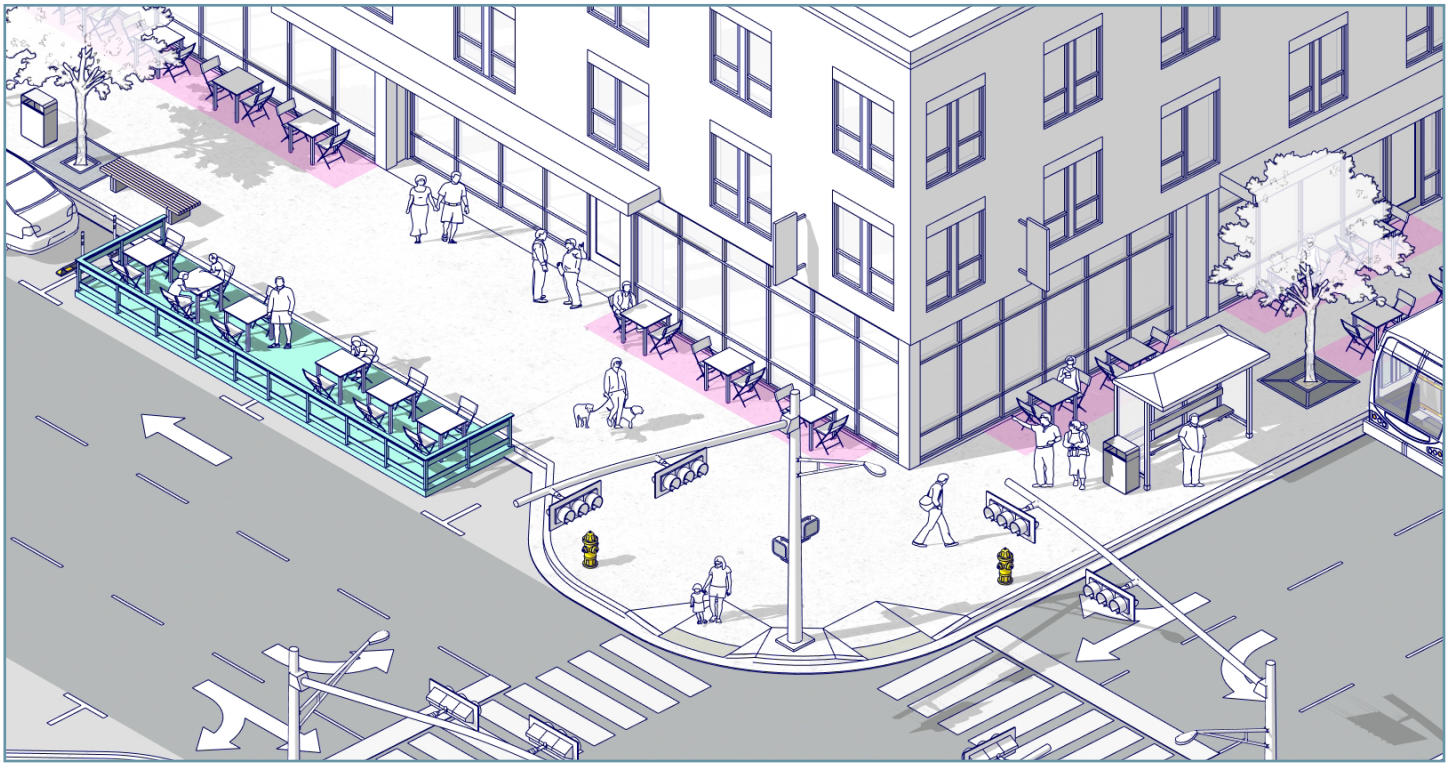
ROW PATIO TYPES

This Design Manual provides design standards and guidelines to be used by applicants and City in the design and review of a ROW Patio per Chapter 9-8 of Midland CIty Code (MCC).

The Midland ROW Patio Program includes two ROW Patio Typologies – **Sidewalk Cafés** and **Parklets**.

- **Sidewalk Cafés** are located above the curb between the curb/flow line and the nearest property line.
- **Parklets** are located below the curb, in on-street parking lanes (parallel or angled).

Figure 1: Patio Types



Sidewalk Cafés **Parklets**



Sidewalk Café



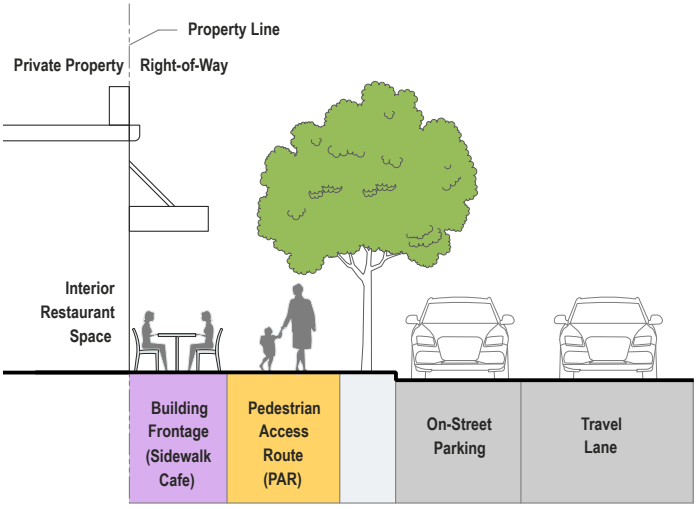
Parklet

SIDEWALK CAFÉ OPTIONS

The appropriate location for a Sidewalk Café within the Right-of-Way should be clearly defined. A Sidewalk Café may be in the ROW, above the curb in one or both of the following locations:

- **Frontage Zone** – the area between the curb/flow line and the nearest property line that abuts the property lot line.
- **Amenity Zone** – the area between the curb/flow line and the nearest property line that abuts the curb/flow line.

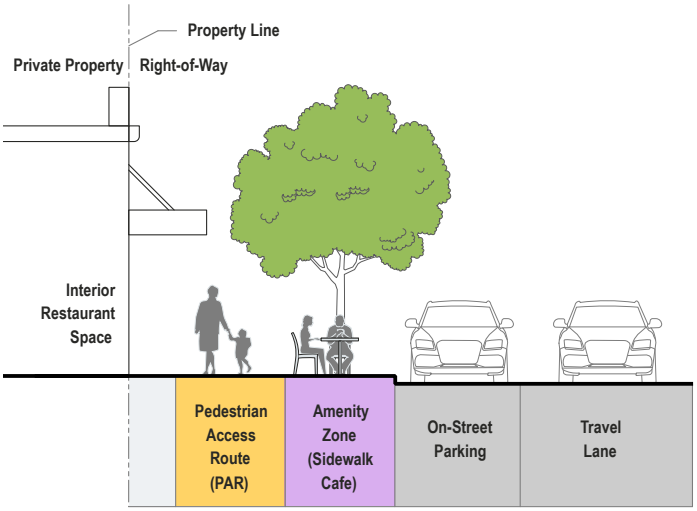
Figure 2: Frontage Zone Sidewalk Café





Frontage Zone Sidewalk Café

Figure 3: Amenity Zone Sidewalk Café





Amenity Zone Sidewalk Café











A Sidewalk Cafe may be delineated with railings/planters, partially delineated or fully open, provided that the patio is consistent with all requirements of the ROW Patio Program

PARKLET OPTIONS

A Parklet may utilize three configurations provided that the design is compliant with the provisions of this Design Manual and Chapter 9-8 of the Midland Code of Ordinances (Right-of-Way Patio Program):

- **Street Level** – a Parklet that is located directly on the surface of the street within on-street parking.
- **Sidewalk Level** – a Parklet where a structure is utilized to establish an upper walking surface that is flush with the Sidewalk Level.
- **Elevated** – a Parklet where a structure is utilized to establish an upper walking surface above the sidewalk level and may include access elements or other features that occupy the Amenity Zone. This configuration will be reviewed on a case-by-case basis and is limited to conditions where the crown of the street precludes other options.



Street Level Parklet



Sidewalk Level Parklet



Elevated Parklet

Figure 4: Street Level Parklet

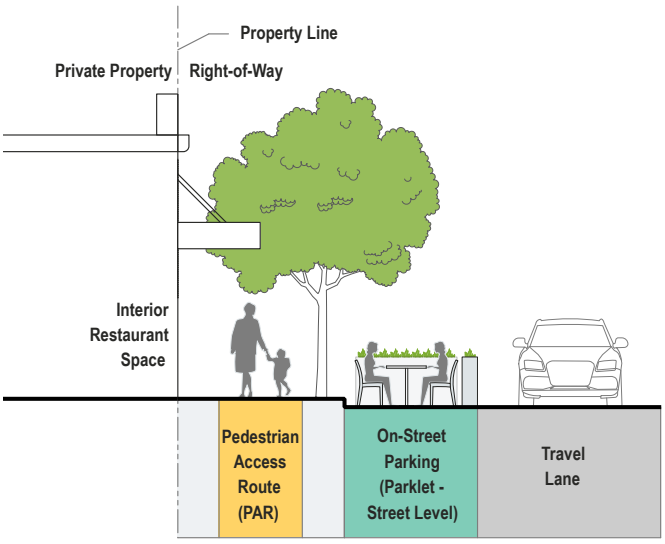




Figure 5: Sidewalk Level Parklet

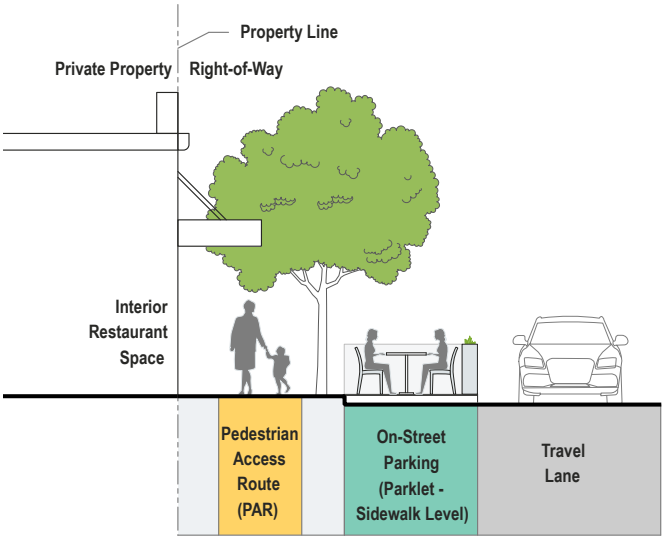
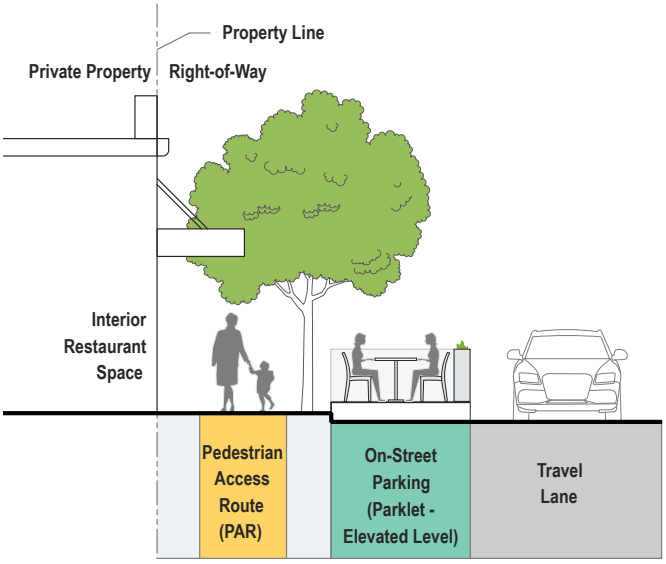




Figure 6: Elevated Parklet





SECTION 2: SIDEWALK CAFÉ DESIGN STANDARDS

The Sidewalk Café Design Standards establish the design requirements for individual patios. These requirements address the accessibility, safety, and impacts of Sidewalk Cafés. A Sidewalk Café must meet the requirements in this section and unless the City grants an exception. In all cases, a patio shall meet the intent of those standards.

SIDEWALK CAFÉ DESIGN STANDARDS

PEDESTRIAN ACCESS ROUTE (PAR)

Intent: Maintain sidewalk access and navigability for all users.

Standards:

S.1: A Pedestrian Access Route (PAR) a minimum of 5 feet wide shall be maintained along the public sidewalk. See Figure 8.

S.2: A Sidewalk Café shall maintain a generally straight and direct route along the block face and shall not result in an overly circuitous path of pedestrian travel.

SIDEWALK CAFÉ LENGTH AND AMENITY ZONE ACCESS

Intent: Allow intermittent access from the street through the Amenity Zone to the PAR.

Standards:

S.3: An Amenity Zone Sidewalk Café shall not exceed 40 feet in length as measured parallel to the curb/flow line. See Figure 7.

S.4: Where space is required to provide access from the street to the PAR due to reaching the maximum length, such space shall be a minimum of 4 feet as measured parallel to curb/flow line. See Figure 7.

Figure 7: Sidewalk Café Length and Amenity Zone Access

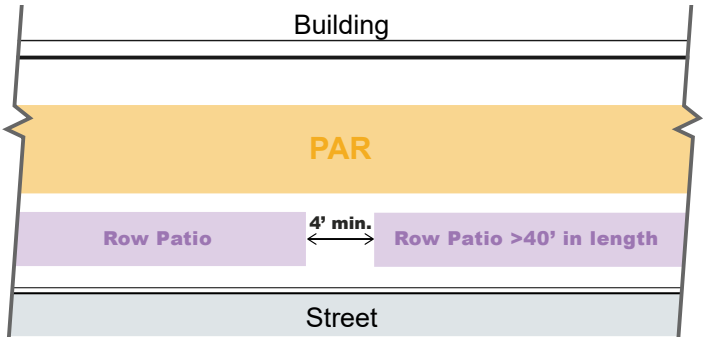
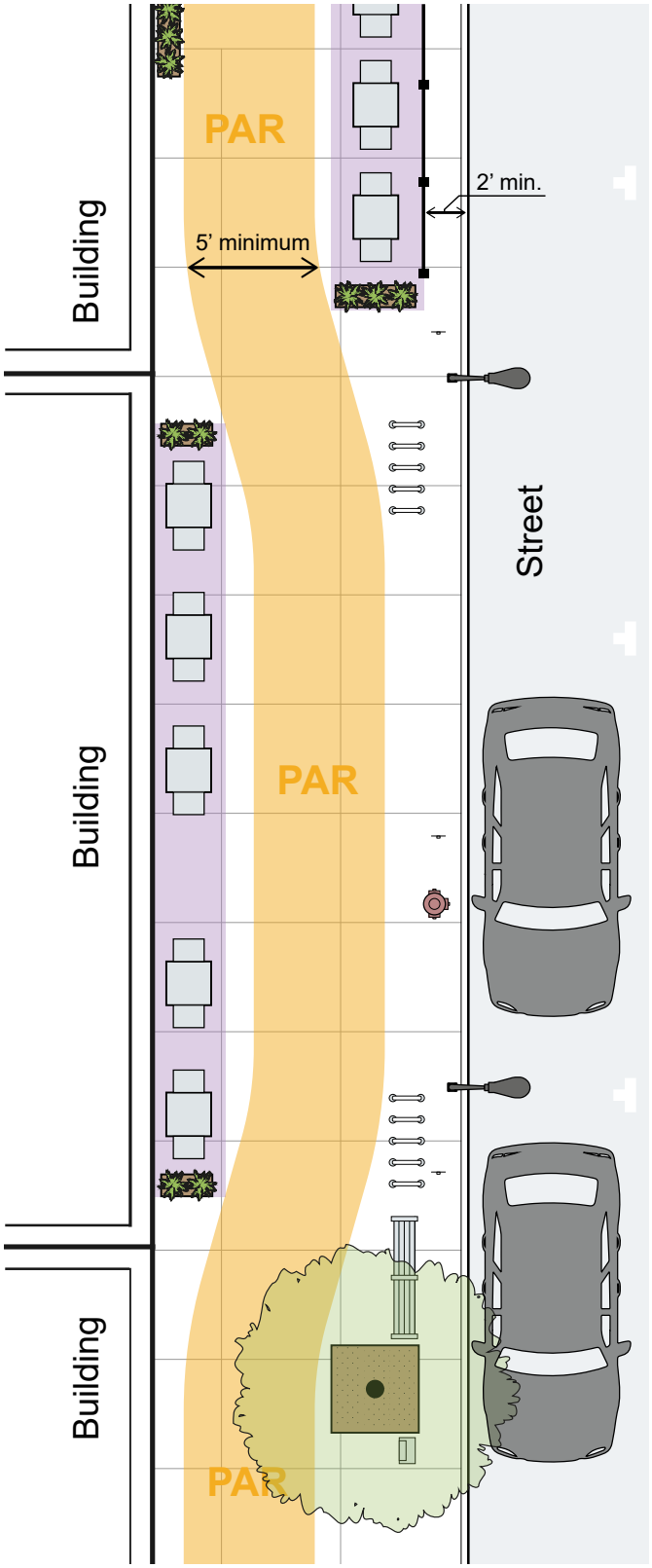


Figure 8: Pedestrian Access Route (PAR)



INTERSECTION VISIBILITY

Intent: Maintain safe intersection visibility and sight lines for pedestrians, bicyclists, and motor vehicle drivers.

Standards:

S.5: An Amenity Zone Sidewalk Café shall not be placed within 20 feet of an intersection, as measured from the nearest curb/flow line of the street perpendicular to the ROW Patio.

CURBSIDE CLEARANCE

Intent: Minimize conflicts with curbside activities (parked cars, opening doors, etc.).

Standards:

S.6: A Sidewalk Café shall be set back a minimum of 2 feet from the face of curb.

CLEARANCES

Intent: Maintain comfortable use of, access to, and maintenance of elements within the Right-of-Way.

Standards:

S.7: **Clearance from Public Transportation**. A Sidewalk Café shall not be placed in the rider waiting area or boarding area associated with a transit stop.

S.8: **Clearance from Fixed ROW Elements**. A Sidewalk Café shall be set back a minimum horizontal distance from a fixed element within the Right-of-Way according to the following:

- Fire hydrants and Fire Department Connections (FDC): 5’
- Bike racks: 5’
- Bench or seatwall: 5’
- Fixed trash receptacle: 2’
- Street tree (trunk at base of tree): 5’
- Parking meter or pay station: 2’
- Alley or private driveway: 10’
- Drinking water mainline valves: 5’
- Light poles: 4’
- Transformer vaults: 10’
- Vault, manhole, or other handhole access that extends vertically from the sidewalk: 3’
- Vault, manhole, or other handhole access this is flush with the sidewall: 1’
- Where there are Movable Elements (movable chairs, etc.) in A ROW Patio, the minimum setback requirement from a fixed ROW element may be decreased on a case-by-case basis as determined by City staff.

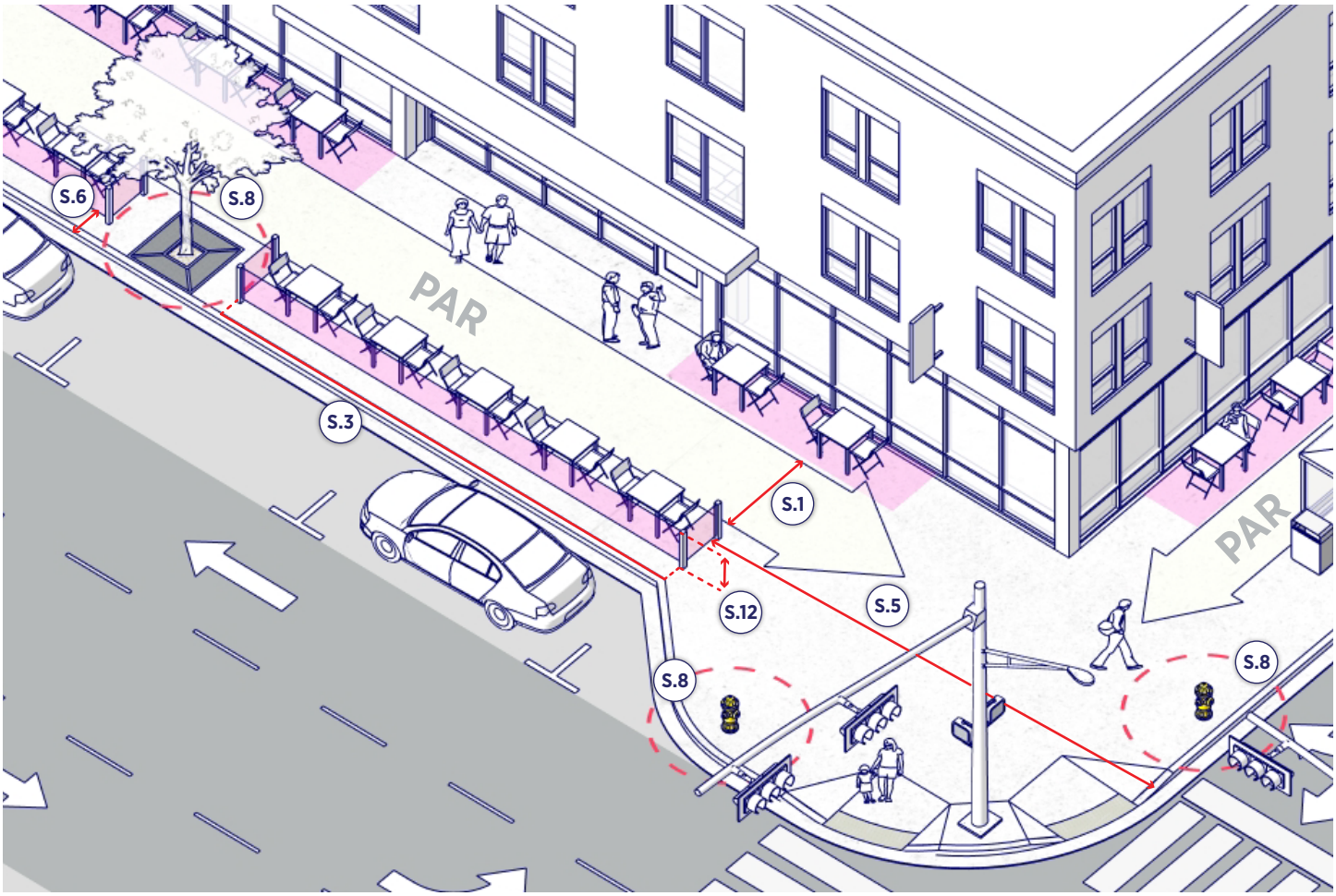


Example of Curbside Clearance



Example of Clearances from Fixed ROW Elements

Figure 9: Sidewalk Café Safety and Access



ACCESSIBLE PATHWAYS

Intent: Maintain a clear pedestrian path of travel to and from the elements of a Sidewalk Café to the adjacent street and interior space associated with the principal use (interior restaurant space, etc.)

Standards:

S.9: A required accessible route within a Sidewalk Café shall be a minimum of 3 feet in width at entry points and service/access aisles. PAR may be used for service/access aisle when there is no Delineating Element separating the ROW Patio from the PAR.

S.10: It shall be the responsibility of the ROW Patio permit holder to ensure that the Sidewalk Café conforms to all local, state, and federal accessibility requirements and shall be solely liable at all times for any such violations.

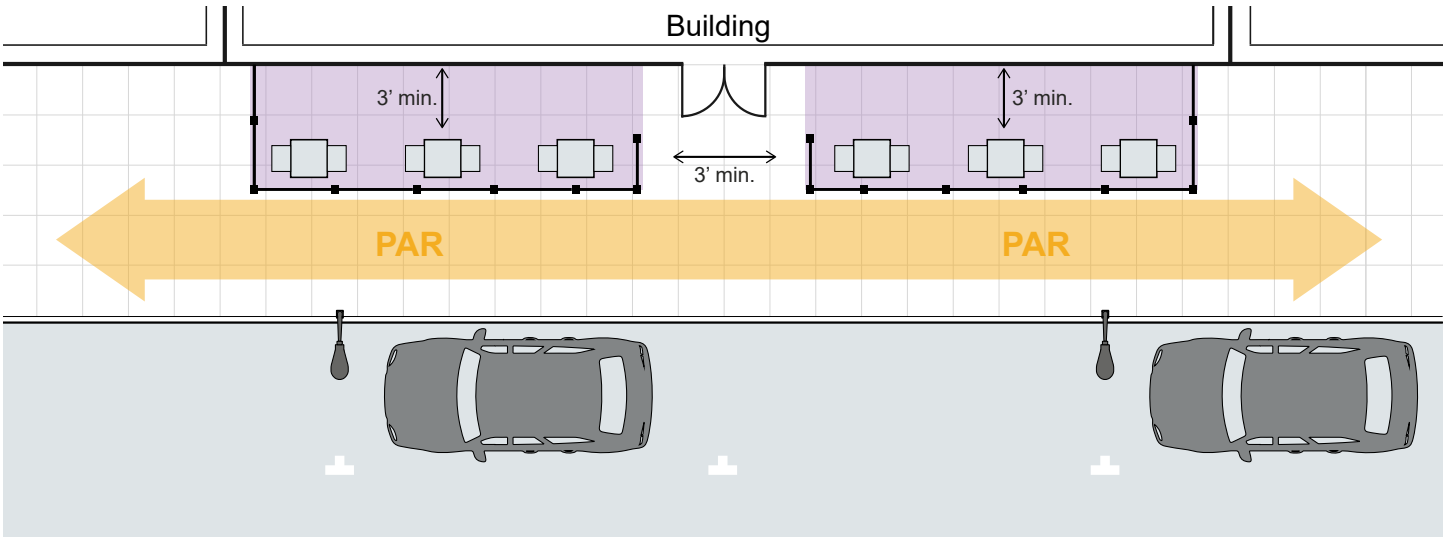
ADA ACCESSIBILITY

Intent: Provide for maneuverability and accessibility of persons with disabilities.

Standards:

S.11: The City of Midland does not review a ROW Patio application for compliance with Title III of the Americans with Disabilities Act, which applies to public accommodations and commercial facilities. ROW Patio permit holders are solely responsible for complying with Title III of the ADA, and all other federal and state accessible design standards.

Figure 10: Sidewalk Café Accessible Pathways







Examples of maintaining accessible pathways within Sidewalk Café located in both the Amenity and Frontage Zones.

DELINEATING ELEMENTS

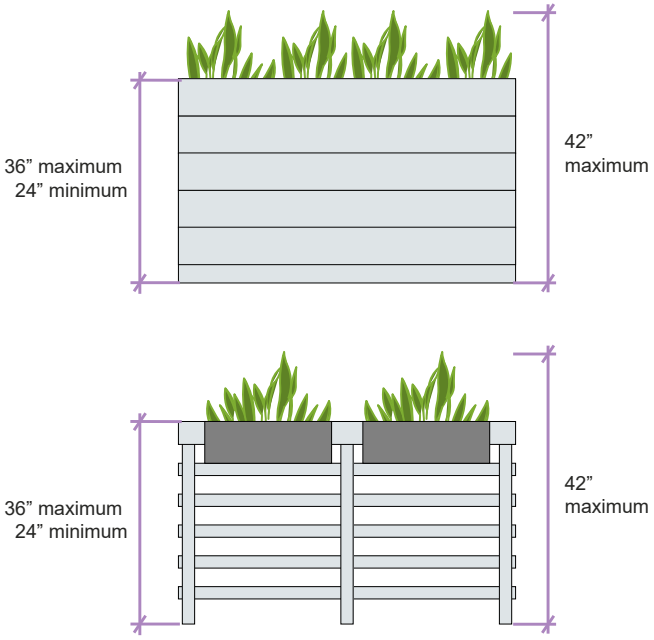
Intent: Maintain sight lines to and from the Sidewalk Café, and are secure and easily detected by a person with a visual impairment.

Standards:

S.12: A Delineating Element shall comply with the following criteria:

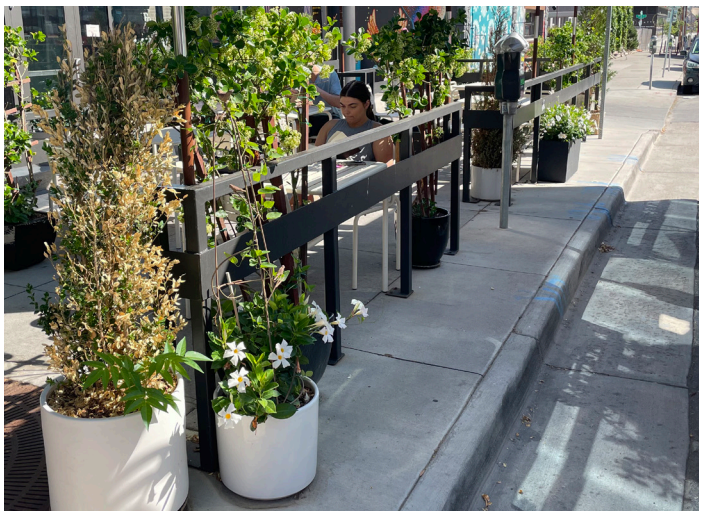
- Be a minimum height of 24” and a maximum of 36”, measured from the sidewalk.
- Plantings may extend an additional 6″ to a maximum of 42″
- Be sturdy and heavy enough that it will not be blown over by strong winds.

Figure 11: Sidewalk Café Delineating Element Requirements









Example of Delineating Elements

SHADE STRUCTURES

Intent: Allow limited Shade Structures that maintain the visual and physical accessibility of the Right-of-Way and are visually subordinate to the streetscape environment in which they are placed.

Standards:

S.13: Shade Structures of overhead elements are generally prohibited but may be approved by staff on a case-by-case basis provided the design is consistent with the following criteria:

- Minimizes the number and width of vertical support elements.
- Maintains adequate and safe emergency access.
- Maintains unobstructed intersection visibility for drivers, pedestrians and cyclists.
- Maintains visibility to the PAR, and from the neighboring storefronts, and signage.
- Does not have enclosed walls 42" in height as measured from the upper surface of the street.
- Is visually subordinate to the streetscape (does not visually overwhelm the block).



Example of Shade Structure over seating

SIGNAGE AND BRANDING

Intent: Reduce visual clutter and avoid zoning conflicts.

Standards:

S.14: Advertising, private logos, and promotional materials are prohibited, including on Delineating Elements, umbrellas, and furniture. Branding not specific to the business on umbrella canopies may be allowed on case-by-case basis.



Example of Integrated Landscaping

INTEGRATED LANDSCAPING

Intent: Where a patio includes Fixed Elements like railings or a shade structure, integrate landscaping to soften the space, serve as a buffer to the edges of the patio, and create visual interest.

Standards:

S.15: Integrate landscaping into Sidewalk Café's through the following options:

- Planters attached to or integrated into a Delineating Element.
- Freestanding plants within the interior ROW Patio Permit Area.

S.16: Utilize native and drought-tolerant plants to reduce maintenance.

S.17: Artificial plants may be considered on a case-by-case basis.



Example of non-business related branding on umbrellas

INTEGRATED LIGHTING

Intent: Provide for additional safety and contribute to visual interest.

Standards:

S.18: Lighting within a Sidewalk Café shall comply with the following:

- Shall not flash, strobe, or be at high intensities.
- Shall be directed towards the Sidewalk Café and not spill into the surrounding public ROW.

S.19: Consider low level lighting to enhance user safety and add visual interest. Examples include:

- String lighting.
- Small solar powered lights attached to a Delineating Element.
- LED strip lighting provided it is placed under a ROW Patio element (railing, etc.) and is not directly visible from the Right-of-Way or neighboring properties.
- Wall sconces attached to the building (for Building Frontage Sidewalk Café).
- Consider locating lighting to illuminate steps, entryways, pedestrian routes, and dining areas.

DURABLE MATERIALS

Intent: Withstand climatic and user impact on materials.

Standards:

S.20: Utilize materials that are durable to external elements and use and maintain their integrity over a long period of time without frequent replacement and/or repairs. Examples of durable materials include:

- Coated metals
- Treated/finished wood
- Concrete
- Durable plastics, resins or other synthetic materials
- Composite materials (blends of wood fibers and plastic)
- Tempered glass
- Other materials may be considered on a case-by-case basis.



Example of Integrated Lighting

S.21: Avoid materials that are flimsy, express a temporary character, and are ineffective at resisting damage due to use or climate conditions. Examples include:

- Untreated wood
- Low grade plastics
- Fabric, mesh or other flimsy materials (except for umbrella canopies)
- Uncoated metals
- Vinyl
- PVC
- Particle board
- Chain link

ELECTRICAL INFRASTRUCTURE

Intent: Maintain safe and clear access along the PAR.

Standards:

S.22: Electrical cords, conduits, or strings of lights shall not cross the surface or the space directly above the PAR

URBAN DESIGN AND PLACEMAKING

Intent: Contribute to an enhanced public realm by creating visual interest and avoiding large expanses of unarticulated surfaces.

Standards:

S.23: When using a transparent Delineating Element incorporate plantings and/or decorative metal work.

S.24: When using an opaque Delineating Element, use decorative paneling, murals, or variation in materials, to avoid long spans of visually flat singular materials.

SECTION 3: PARKLET DESIGN STANDARDS

The Parklet Design Standards establish the design requirements for individual patios. These requirements address the accessibility, safety, and potential impacts of Parklets. A Parklet must meet the requirements in this section and unless the City grants an exception. In all cases, a patio shall meet the intent of those standards.

PARKLET DESIGN STANDARDS

PARKLET DIMENSIONS AND SETBACKS

Intent: Balance other curbside space demands, provide adequate pedestrian access from the street to the PAR (see Figure 8) and sidewalk, and protect patio users from adjacent vehicular activity.

Standards:

P.1: A Parklet within parallel parking spaces shall occupy a maximum length of 2 parking spaces or 40 linear feet measured parallel to the curb, inclusive of the required setback from an adjacent on-street parking space. See Figure 12.

P.2: A Parklet within an angled or head-in parking space shall occupy a maximum length of 4 parking spaces or 40 linear feet as measured parallel to the curb inclusive of the required setback from an adjacent on-street parking space. See Figure 12.

P.3: A Parklet shall not extend beyond the width of the parking space(s) in which it is placed. In some cases, a setback from the travel lane may be required to address roadway safety (for example, along a truck or bus route).

P.4: A Parklet shall be set back a minimum of 3 feet from the edge of an abutting parking space, measured parallel to the curb/flow line. See Figure 12.

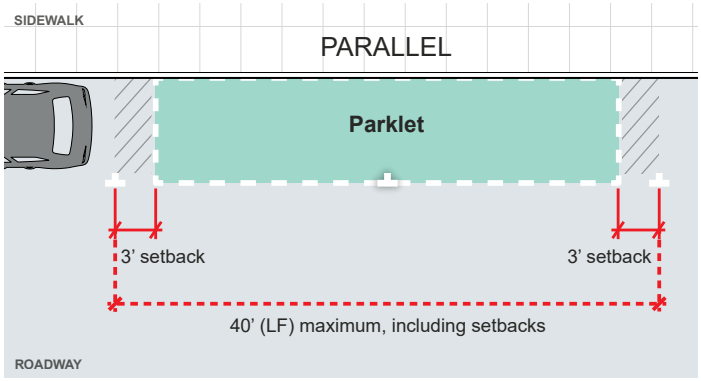
P.5: A rubber curb stop shall be placed in the required setback, 3' from the edge of the Parklet and located at least 1' from the gutter pan. See Figure 12.

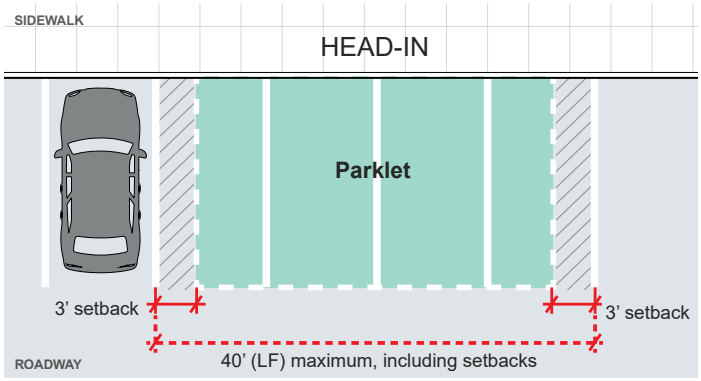
P.6: Two epoxied soft hit posts a minimum of 36" in height with reflective tape shall be placed within the required setback and located at least 1' from the gutter pan. See Figure 12.

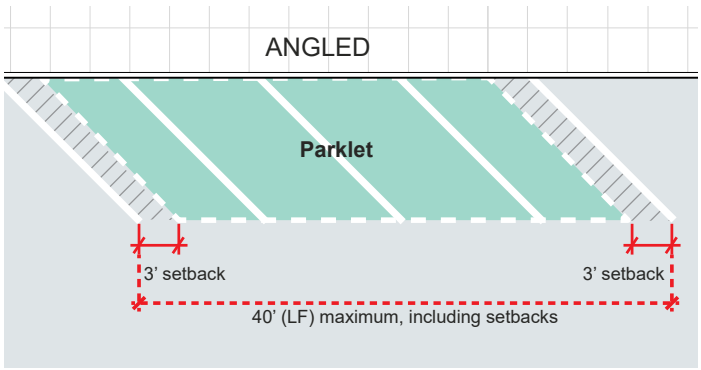
P.7: A required setback shall be kept clear of obstructions, excluding the required rubber curb stop and soft hit posts.

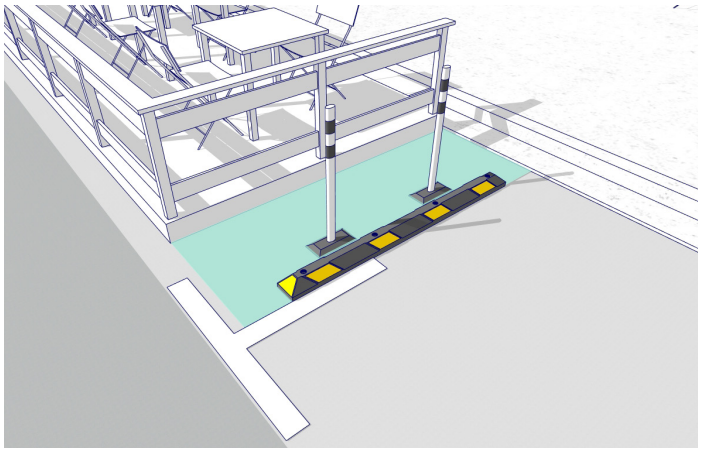
P.8: A Parklet in parallel parking spaces that abuts another Parklet shall each provide a 3-foot setback, creating a 6-foot buffer between the abutting Parklets.

Figure 12: Parklet Dimensions and Setbacks Details









INTERSECTION VISIBILITY

Intent: Maintain safe intersection visibility and sight lines for pedestrians, bicyclists, and motor vehicle drivers.

Standards:

P.9: A Parklet shall not be placed within 20 feet of an intersection, as measured from the nearest curb/flow line of the street perpendicular to the ROW Patio.

CLEARANCE

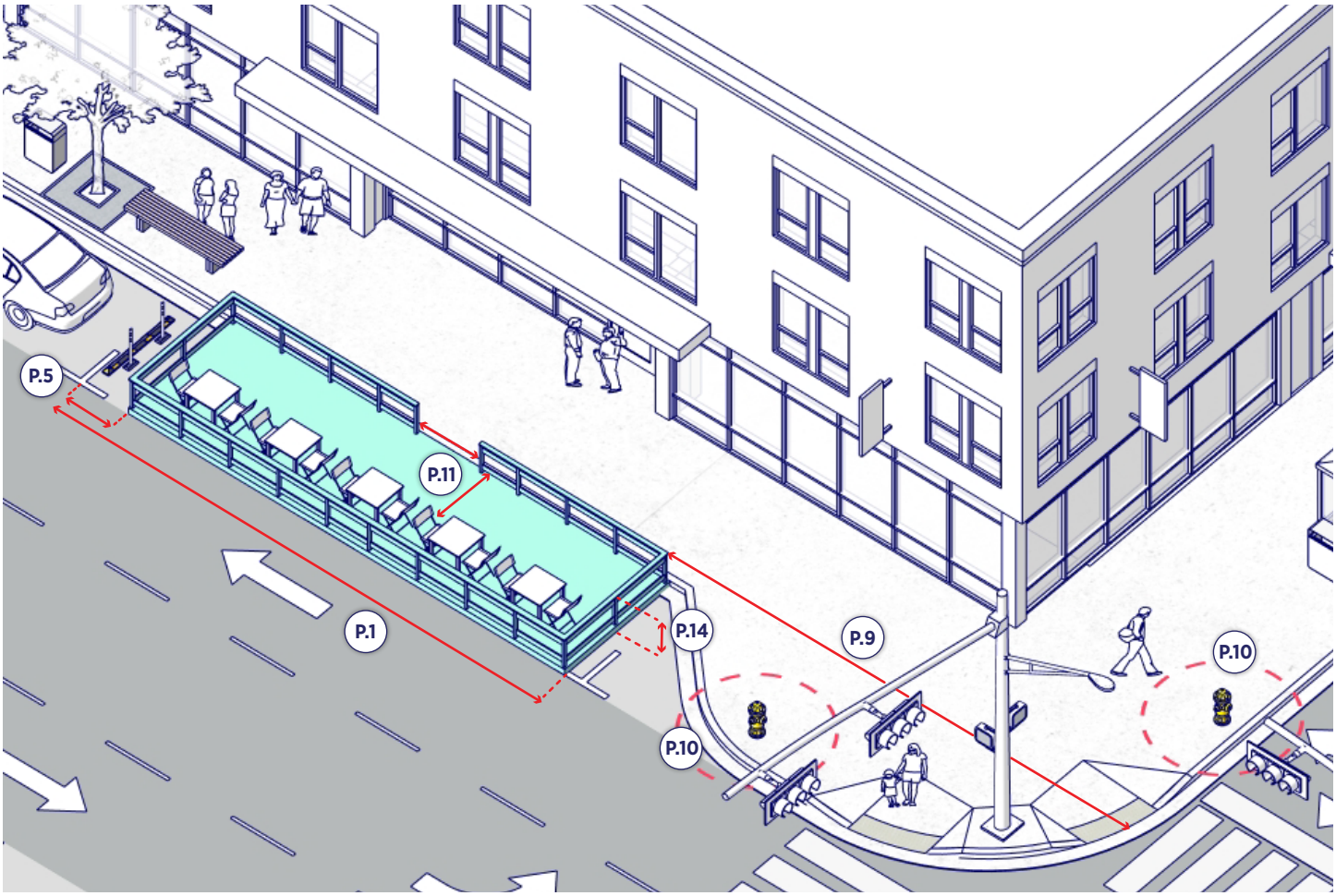
Intent: Maintain access to and comfortable use and maintenance of elements within the Right-of-Way.

Standards:

P.10: A Parklet shall be set back a minimum horizontal distance from a fixed element within the Right-of-Way according to the following:

- Fire hydrants and Fire Department Connections (FDC): 5’
- Bike racks: 2’
- Bench or seatwall: 2’
- Fixed trash receptacle: 2’
- Street tree (trunk at base of tree): 5’
- Parking meter or pay station: 5’; except where the Parklet is placed in the parking space associated with the parking meter
- Alley or private driveway: 5’
- Drinking water mainline valves: 5’
- Light poles: 4’
- Transformer vaults: 10’
- Vault, manhole, or other handhole access that extends vertically from the sidewalk: 3’
- Vault, manhole, or other handhole access this is flush with the sidewalk: 1’
- Drainage inlets: 4’
- Where there are Movable Elements (movable chairs, etc.) in A ROW Patio, the minimum setback requirement from a fixed ROW element may be decreased on a case-by-case basis as determined by City staff.

Figure 13: Parklet Safety and Access



ACCESSIBLE PATHWAYS

Intent: Maintain a clear pedestrian path of travel to and from the elements of the Parklet to the PAR.

Standards:

P.11: A required accessible route within a Parklet shall be a minimum of 3 feet in width at entry points and service/access aisles.

P.12: It shall be the responsibility of the ROW Patio permit holder to ensure that the Parklet conforms to all local, state, and federal accessibility requirements and shall be solely liable at all times for any such violations.

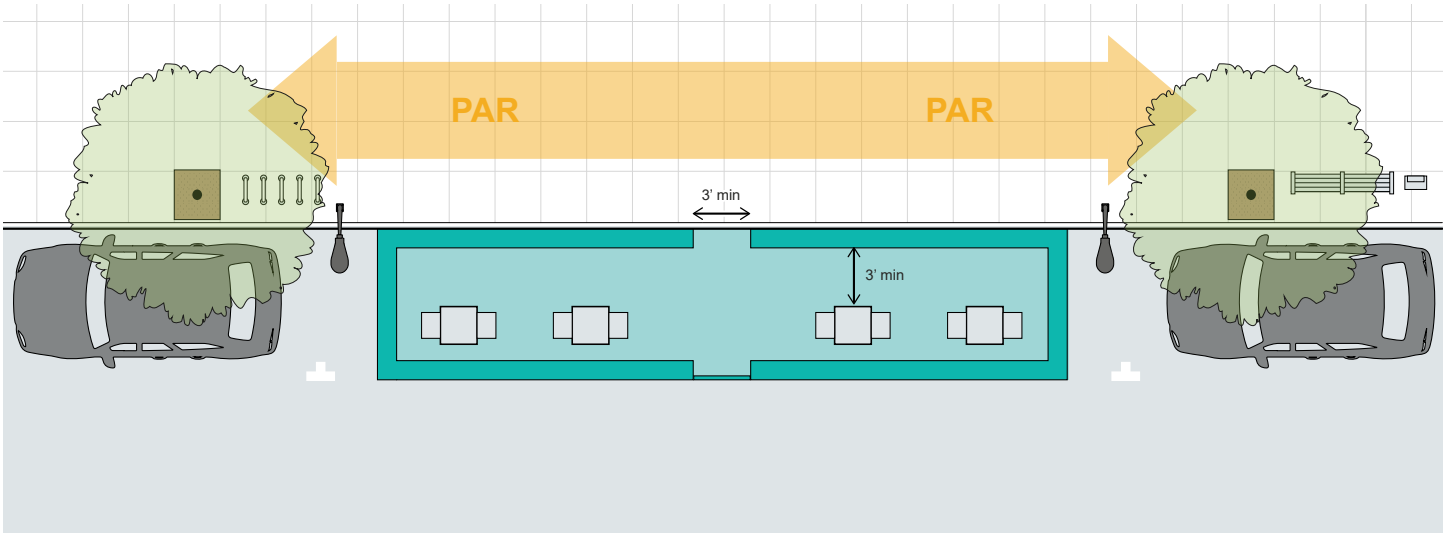
ADA ACCESSIBILITY

Intent: Ensure maneuverability and accessibility for persons with disabilities.

Standards:

P.13: The City of Midland does not review a ROW Patio application for compliance with Title III of the Americans with Disabilities Act, which applies to public accommodations and commercial facilities. ROW Patio permit holders are solely responsible for complying with Title III of the ADA, and all other federal and state accessible design standards.

Figure 14: Parklet Café Accessible Pathways





Example of a Sidewalk Level Parklet

DELINEATING ELEMENTS

Intent: A Delineating Element should provide Parklets and their users protection from moving vehicles in adjacent travel lanes.

Standards:

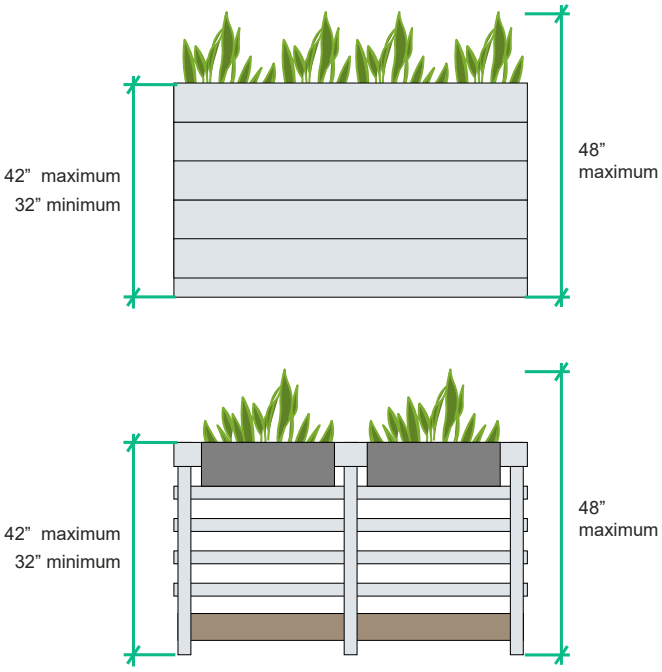
P.14: A Delineating Element shall comply with the following criteria:

- Be a minimum height of 32” and a maximum of 42” as measured from the Right-of-Way surface.
- Plantings may extend an additional 6″ to a maximum of 48″.
- Be fixed to a Parklet Platform or sturdy and heavy enough that it will not be blown over by strong winds or easily moved by Parklet users.



Example of Delineating Elements

Figure 15: Parklet Delineating Element Requirements





Example of Delineating Elements

PARKLET PLATFORM LOAD CAPACITY

Intent: A Sidewalk Level Parklet should be capable of supporting its own weight and the load capacity for the intended uses and activities.

Standards:

P.15: The upper walking surface of a Sidewalk Level Parklet shall have a minimum design load of 100 pounds per square foot.

SIDEWALK TO PARKLET PLATFORM CONNECTION

Intent: Allow safe and seamless access to the Parklet from the sidewalk.

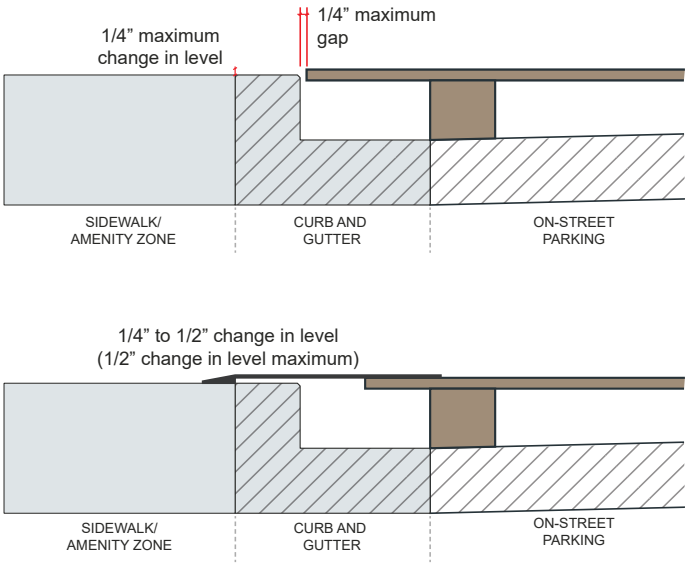
Standards:

P.16: The connection between the sidewalk surface and the upper walking surface of a Sidewalk Level Parklet shall be according to one of the following methods:

- Threshold. The threshold shall be no taller than ½ inch. Vertical separation shall be between ¼ inch and ½ inch high shall be beveled with a slope not steeper than 1:2.
- Minimal Gap. The gap between the platform of a Sidewalk Level Parklet and the abutting sidewalk shall not exceed ¼ inch horizontally or vertically.

P.17: ROW Patio permit holders are solely responsible for complying with Title III of the ADA, and all other federal and state accessible design standards.

Figure 16: Parklet Threshold and Gap Requirements





Example of a Minimal Gap



Example of a Parklet Threshold

DRAINAGE

Intent: Maintain safe and adequate stormwater conveyance.

Standards:

P.18: The gutter pan shall remain clear and open to allow drainage, but may be covered with a threshold and/or a portion of a platform to allow access from the sidewalk.

P.19: Areas beneath a Sidewalk Level Parklet, including the gutter pan, shall remain clear of debris and retain proper drainage at all times.

P.20: Structural supports of a Sidewalk Level Parklet shall be oriented parallel to the curb/flow line to minimize drainage impacts.

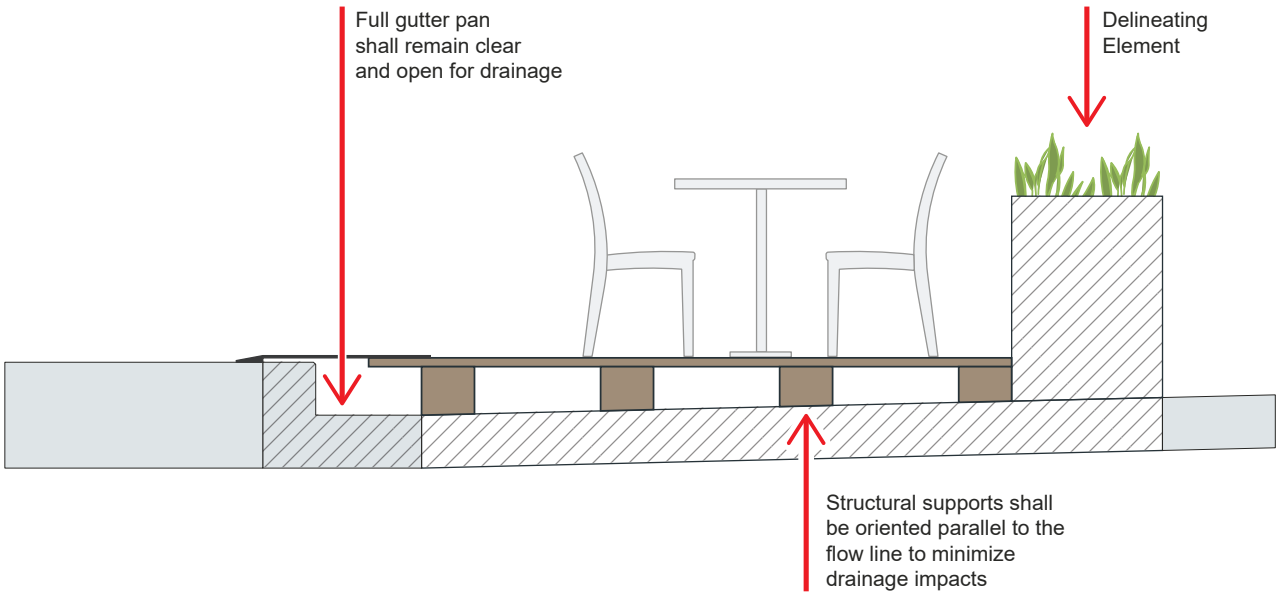
ELECTRICAL INFRASTRUCTURE

Intent: Maintain safe and clear access along the PAR.

Standards:

P.21: Electrical cords, conduits, or strings of lights shall not cross the surface or space directly above the PAR.

Figure 17: Parklet Drainage Requirements



SHADE STRUCTURES

Intent: Allow limited Shade Structures that maintain the visual and physical accessibility of the Right-of-Way and are visually subordinate to the streetscape in which they are placed.

Standards:

P.22: Shade Structures of overhead elements are generally prohibited but may be approved by staff on a case-by-case basis provided the design is consistent with the following criteria:

- Minimizes the number and width of vertical support elements.
- Maintains adequate and safe emergency access.
- Maintains unobstructed intersection visibility for drivers, pedestrians, and cyclists.
- Maintains visibility to the PAR, neighboring storefronts, and signage from the street.
- Does not have enclosed walls 42" in height as measured from the upper surface of the street.
- Is visually subordinate to the streetscape (does not visually overwhelm the block).



Example of Shade Structure over seating



Example of Integrated Landscaping and Shade Structures

SIGNAGE AND BRANDING

Intent: Reduce visual clutter and avoid zoning conflicts.

Standards:

P.23: Advertising, private logos, and promotional materials are prohibited, including on Delineating Elements, umbrellas, and furniture. Branding not specific to the business on umbrella canopies may be allowed on a case-by-case basis.

INTEGRATED LANDSCAPING

Intent: Where a patio includes Fixed Elements like railings or a Shade Structure integrate landscaping to soften the space, serve as a buffer to the edges of the patio, and create visual interest.

Standards:

P.24: Integrate landscaping into Parklet through the following options:

- Planters attached to or integrated into a Delineating Element.
- Freestanding plants within the interior ROW Patio Permit Area.

P.25: Utilize native and drought-tolerant plants to reduce maintenance.

P.26: Artificial plants may be considered on a case-by-case basis.

INTEGRATED LIGHTING

Intent: Provide for additional safety and contribute to visual interest.

Standards:

P.27: Lighting within a Parklet shall comply with the following:

- Lighting shall not flash, strobe, or be at high intensities.
- Lighting shall be directed towards the Parklet and not spill into the surrounding public ROW.

P.28: Consider using low level lighting to enhance user safety and add visual interest. Examples include:

- String lighting.
- Small solar powered lights attached to a Delineating Element.
- LED strip lighting provided it is placed under a ROW Patio element (railing, etc) and is not directly visible from the Right-of-Way or neighboring properties.

P.29: Consider locating lighting to illuminate steps, entryways, pedestrian routes, and dining areas.

DURABLE MATERIALS

Intent: Withstand climatic and user impact on materials.

Standards:

P.30: Utilize materials that are durable to external elements and use and maintain their integrity over a long period of time without frequent replacement and/or repairs. Examples of durable materials include:

- Coated metals
- Treated/finished wood
- Concrete
- Durable plastics, resins or other synthetic materials
- Composite materials (blends of wood fibers and plastic)
- Tempered glass
- Other materials may be considered on a case-by-case basis.



Example of Integrated Lighting and Landscaping

P.31: Avoid materials that are flimsy, express a temporary character, and are ineffective at resisting damage due to use or climate conditions. Examples include:

- Untreated wood
- Low grade plastics
- Fabric, mesh or other flimsy materials (except for umbrella canopies)
- Uncoated metals
- Vinyl
- PVC
- Particle board
- Chain link

URBAN DESIGN AND PLACEMAKING

Intent: Contribute to an enhanced public realm by creating visual interest and avoiding large expanses of unarticulated surfaces.

Standards:

P.32: When using a transparent Delineating Element, incorporate plantings and/or decorative metal work.

P.33: When using an opaque Delineating Element, use decorative paneling, murals, or variation in materials to avoid long spans of visually flat singular materials.

SECTION 4: OPERATING A ROW PATIO

As an extension of the permit holder's business, it is important that ROW Patios are managed consistently to continue to positively impact the public realm and provide safe and accessible spaces for people.

OPERATIONAL REQUIREMENTS

The day-to-day management of a ROW Patio under the responsibility of the ROW Patio permit holder includes the following operating requirements:

- A ROW Patio shall be maintained in a safe and clean condition.
- Landscaping integrated into the patio must be regularly watered, pruned, and generally maintained.
- Graffiti shall be removed promptly.
- Gutters, seating areas, the PAR, and accessible paths within patios shall be clear of debris at all times.
- Damaged patio elements shall be repaired or replaced immediately upon notification by City or discovery by ROW Patio permit holder.
- ROW Patio shall operate during the operating hours of the associated business.
- Patio furniture and similar elements shall be managed as to not become a hazard during and outside of patio operating hours.
- All Patio elements and activities shall be fully contained within the ROW Patio Permit Area of a permitted ROW Patio.

SECTION 5: DEFINITIONS

KEY TERMINOLOGY

Accessible Route - A continuous and unobstructed route for maneuvering within, to and from a ROW Patio.

Amenity Zone - The area between the curb/flow line and the street lot line that abuts the curb/flow line.

Delineating Element - A vertical element that defines the perimeter of a permitted ROW Patio.

Fire Department Connection (FDC) – An inlet on the exterior wall of a building that allows Fire Department responders to supply additional water a buildings fire sprinkler or standpipe system.

Fixed Right-of-Way (ROW) Element – A public element within the Right-of-Way that supports civic or business operations and is anchored or affixed to the surface of the sidewalk or street.

Frontage Zone - The area between the curb/flow line and the street lot line that abuts the street lot line.

Load Capacity – The maximum amount of weight or stress that a structure can safely support without failing.

Movable Element - An Element within a ROW Patio that is easily movable by a single able-bodied, adult individual. Examples include tables, chairs, umbrellas, and other similar features.

Parklet - A ROW Patio within an on-street parking portion of the Street Right-of-Way.

Parklet Platform - The upper walking surface of a Parklet that is flush with the sidewalk or elevated above the sidewalk where the ROW Patio activities take place.

Pedestrian Access Route (PAR) – A continuous, unobstructed path of travel for pedestrians along a block and connecting accessible elements and spaces in the Right-of-Way, and located between the curb/flow line and a street lot line.

Right-of-Way (ROW) – Included the vehicle travel lanes, turn lanes, sidewalks, amenity zones, and on-street parking associated with a roadway.

Right-of-Way (ROW) Patio – A reversible installation and activation of the City's Street Right-of-Way with uses and activities permitted by the Right-of-Way Patio Ordinance.

Right-of-Way (ROW) Patio Permit Area - The horizontal area(s), or footprint, of a permitted Right-of-Way Patio to which all elements must be contained.

Right-of-Way (ROW) Patio Program Ordinance – The section of the Midland City Code establishing the ROW Patio Program and containing requirements for the permit process, the basic requirements and prohibitions for all ROW Patio, and operational standards.

Shade Structure – A vertical structure directly above a ROW Patio that include elements providing shade to patio users.

Sidewalk Café - A ROW Patio between the curb/flow line and a street property line.

Threshold – The space where the platform of a Sidewalk Level Parklet meets the level of the sidewalk and must be crossed to enter the patio space.



City Council Meeting

Item Number: 44.
Meeting Date: December 16, 2025
To: City Council
From: Lori Elliott, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 12, BLOCK 13, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST KENTUCKY AVENUE AND SOUTH CLAY STREET), BY PERMITTING (1) A REDUCED MINIMUM FRONT YARD SETBACK AND (2) 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

Purpose:
Edgar Chavez is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum front yard setback and reduced minimum side yard setback for the property at 401 South Clay Street, in order to construct a carport.

Recommended Action:
Denial

Fiscal Impact:
No City funds are required to process this request.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

The subject property is zoned MF-22, Multiple- Family Dwelling District. However, the property lies in the Residential Overlay District (ROD-1), which allows the included properties to be developed in accordance with the SF-3, Single- Family Dwelling District regulations. Per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum front yard setback is 20 feet, and the minimum side yard setback is 10 feet, for SF-3. While some neighboring properties enjoy the privileges of a carport, those are all unpermitted structures, as

well. In addition, no hardship exists, as defined by the City of Midland's Code of Ordinance [11-2-1(L)1], that would justify approval of the requested variance.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved with conditions)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application. As part of the required building/residential codes, building permits and inspections must be maintained. Fire separation distances must be observed, or the new structure must be fire rated in a way that allows it to be closer than 10 feet from the existing home.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Denied)

Staff recommends denial of this request. However, should City Council approve this request, it will be subject to the following conditions.

Condition:

A. That the minimum front yard setback shall be zero (0') feet.

B. That the minimum side yard setback on the south side of the Lot shall be zero (0') feet.

C. That the reduced minimum front yard setback and the reduced minimum side yard setback described herein shall apply only to the accessory building identified as a "Carport Structure" in the site plan, which is attached hereto as Exhibit A and incorporated herein.

Letters of Objection:

Staff has not received any letters of objection as of December 5, 2025.

Attachments:

Site Plan
Application
Maps
Aerial
Site Photo
PowerPoint Presentation

Attachments:

A. ORDINANCE W/EXH - E-25-0149.Edgar Chavez - Red Min Front & Side Yard Setbacks Ord w Exh
B. E-25-0149, 401 S Clay, Combined
C. CC - - 401 S Clay Special Exception

Lori Elliott, Development Services	Created/Initiated - 12/5/2025
Landon Ochoa, Development Services	Approved - 12/5/2025
Elizabeth Triggs, Development Services	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/6/2025
Jose Ortiz, City Manager	Approved - 12/6/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 12, BLOCK 13, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST KENTUCKY AVENUE AND SOUTH CLAY STREET), BY PERMITTING (1) A REDUCED MINIMUM FRONT YARD SETBACK AND (2) 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

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as Lot 12, Block 13, Greenwood Addition, Third, Fourth, and Fifth Sections, City and County of Midland, Texas (the "Lot"). Said special exception shall allow (1) a reduced minimum front yard setback and (2) a reduced minimum side yard setback on the south side of the Lot.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum front yard setback shall be 0 feet.

B. That the minimum side yard setback on the south side of the Lot shall be zero feet.

C. That the reduced minimum front yard setback and the reduced minimum side yard setback described herein shall apply only to the accessory building identified as a "Carport Structure" in the site plan, which is attached hereto as Exhibit A and incorporated 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 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., 2025; 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., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

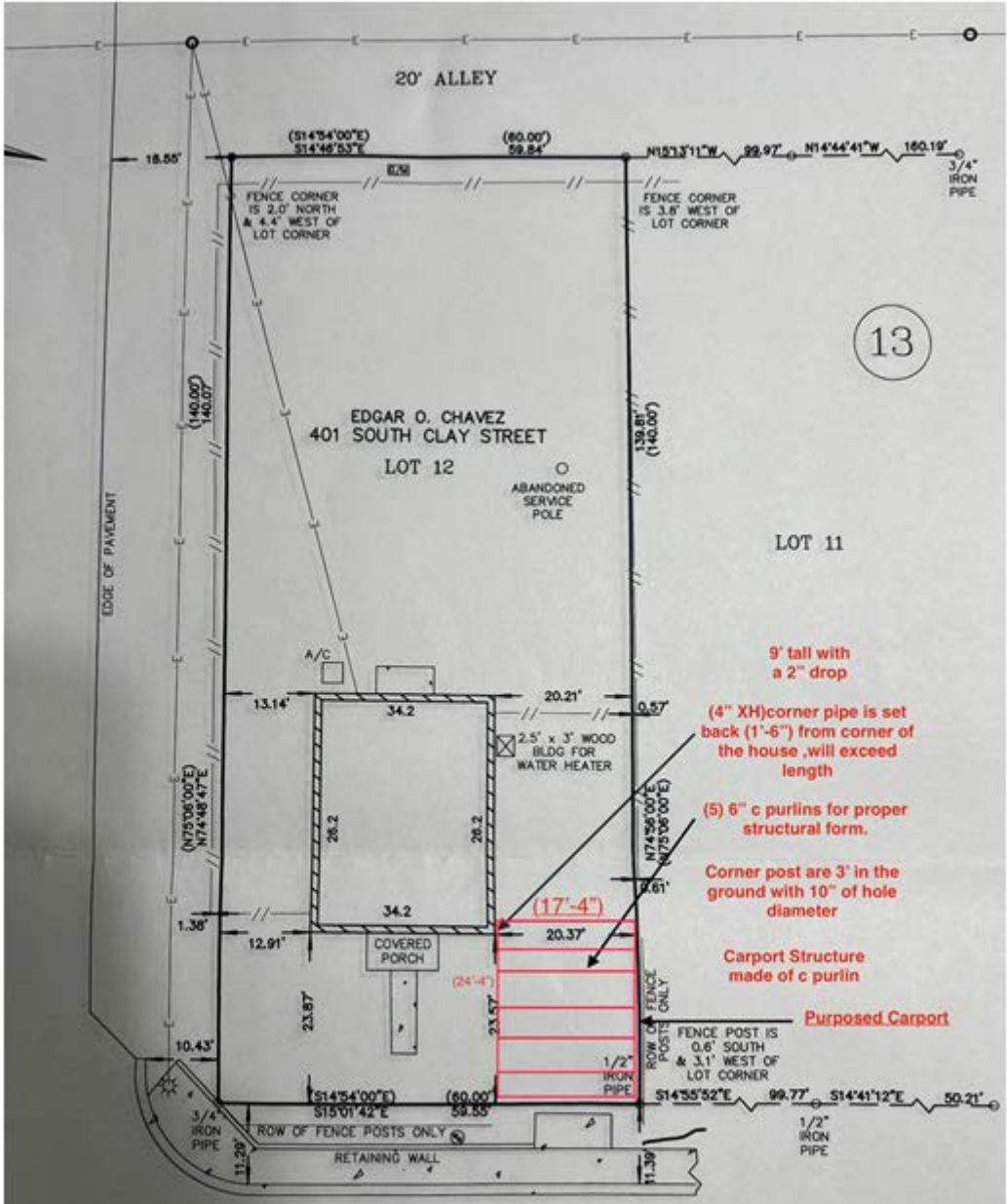

20' ALLEY
(S14°54'00"E) S14°48'53"E
(60.00') 59.84'
N15°13'11"W
99.97'
N14°44'41"W
160.19'
3/4" IRON PIPE
18.55'
FENCE CORNER IS 2.0' NORTH & 4.4' WEST OF LOT CORNER
FENCE CORNER IS 3.6' WEST OF LOT CORNER
13
EDGAR O. CHAVEZ
401 SOUTH CLAY STREET
LOT 12
ABANDONED SERVICE POLE
LOT 11
EDGE OF PAVEMENT
(140.00') 140.07'
139.81' (140.00')
A/C
13.14'
34.2
20.21'
0.57'
2.5' x 3' WOOD BLDG FOR WATER HEATER
(N75°06'00"E) N74°48'47"E
N74°56'00"E (N75°06'00"E)
26.2
26.2
0.61'
1.38'
34.2
(17'-4")
12.91'
COVERED PORCH
20.37'
(24'-4")
23.87'
23.87'
10.43'
1/2" IRON PIPE
ROW OF FENCE POSTS ONLY
FENCE POST IS 0.6' SOUTH & 3.1' WEST OF LOT CORNER
(S14°54'00"E) S15°01'42"E
(60.00') 59.55'
S14°55'52"E
99.77'
S14°41'12"E
50.21'
3/4" IRON PIPE
ROW OF FENCE POSTS ONLY
RETAINING WALL
11.29'
11.39'
1/2" IRON PIPE
9' tall with a 2" drop
(4" XH)corner pipe is set back (1'-6") from corner of the house ,will exceed length
(5) 6" c purlins for proper structural form.
Corner post are 3' in the ground with 10" of hole diameter
Carport Structure made of c purlin
Purposed Carport
SOUTH CLAY STREET (60' WIDE)

EXHIBIT A

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: EDGAR CHAVEZ			Phone (432) 212-2766 Email CHAVEZEDGAR67@ICLOUD.COM
Address 401 S CLAY	City MIDLAND	State TX	Zip 79701

Property Owner Printed Name: EDGAR CHAVEZ			Phone ( ) Email
Address 401 S CLAY	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: 401 S CLAY

Legal Description
Lot: 12 Block: 13 Subdivision: GREENWOOD

Current Zoning: MF-22

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: A REDUCED FRONT YARD AND SIDE YARD SET BACK.

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): Edgar Chavez	Date:
Applicant (printed): Edgar Chavez	
Property Owner (signature): Edgar Chavez	Date:
Property Owner (printed) : Edgar Chavez	

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

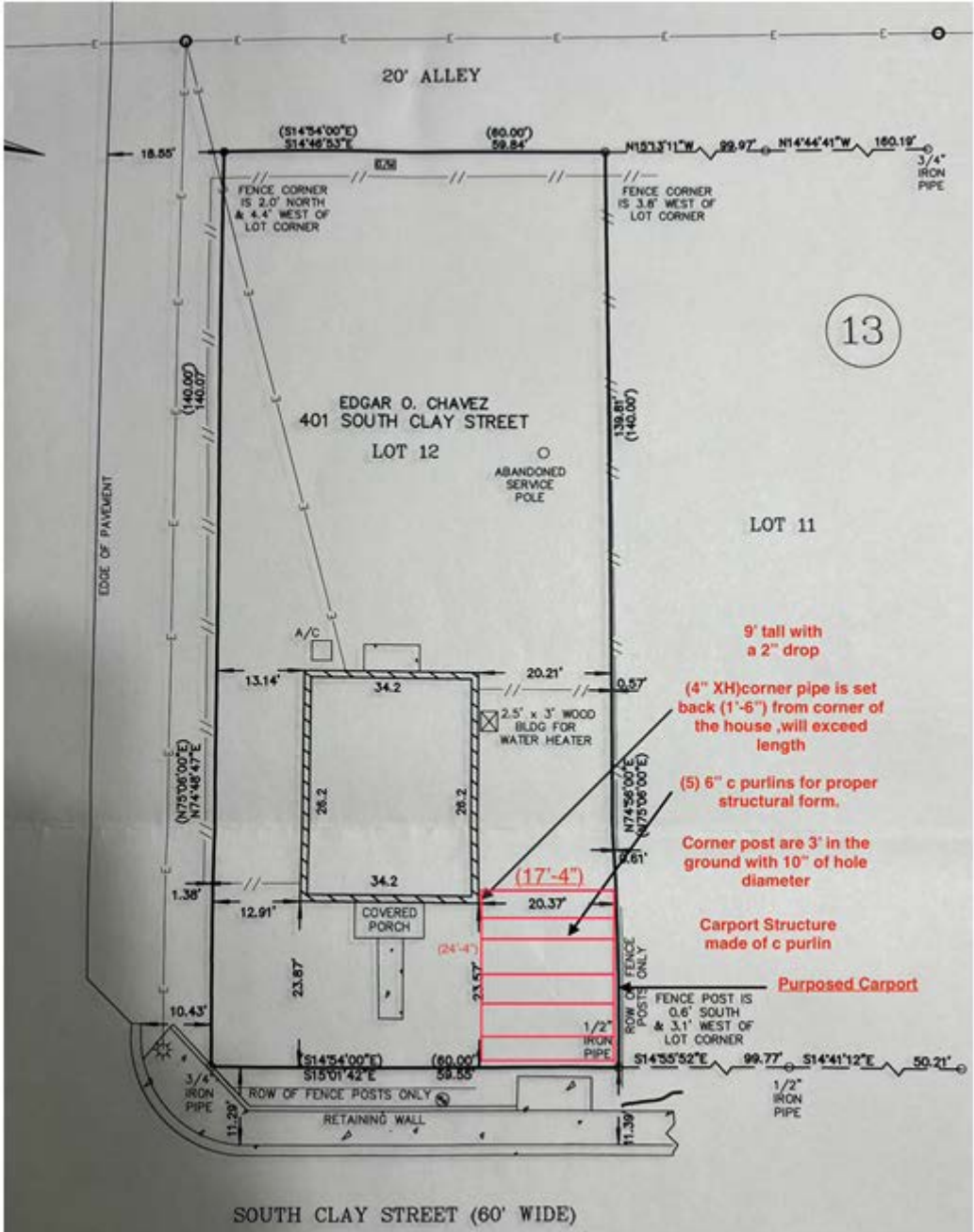
FOR OFFICE USE ONLY

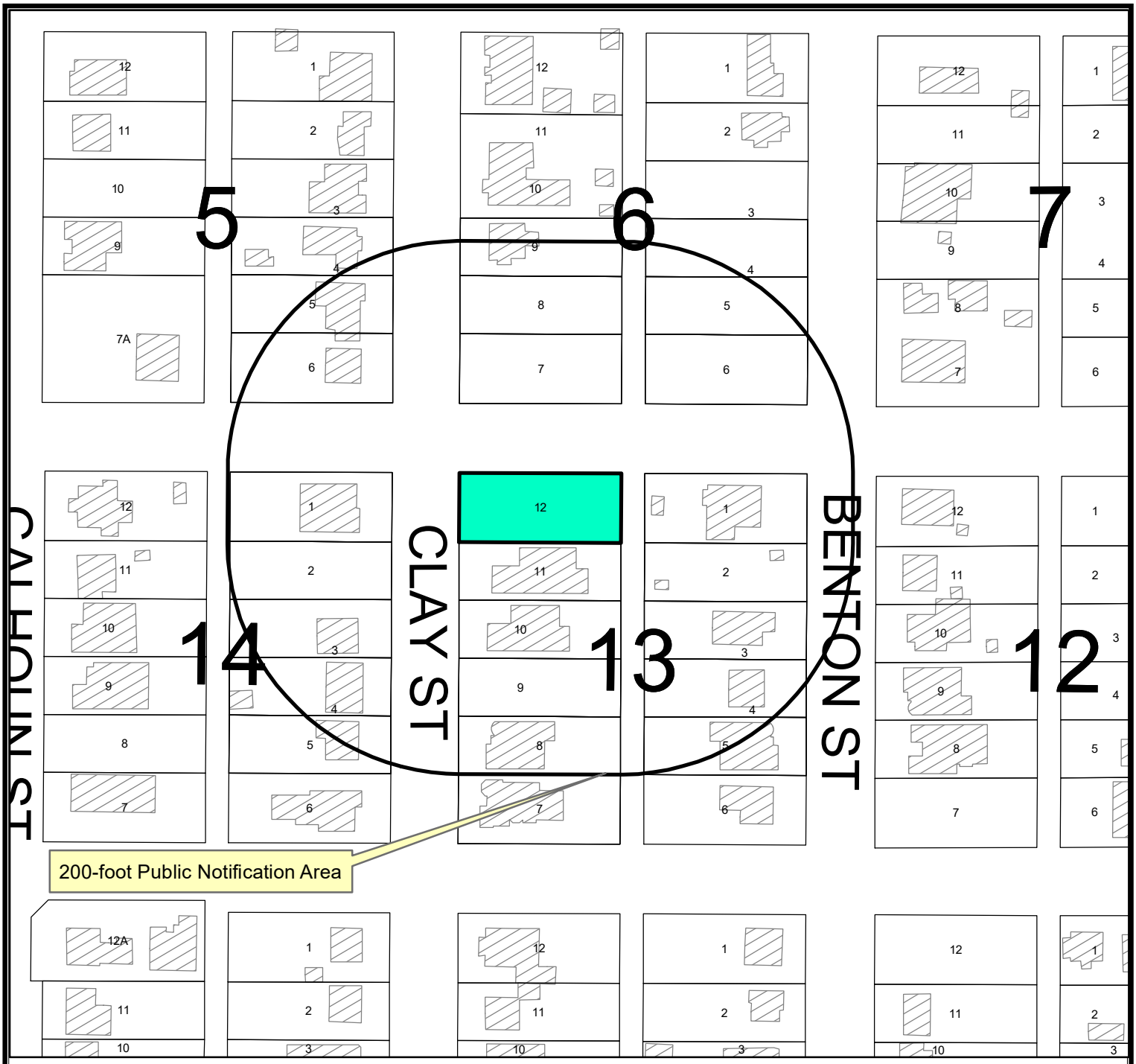
☒ Property Owner Authorization	☒ Dimensioned Site Plan
☐ Application Fee Invoice	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	RECEIVED
Received By:	Date: NOV 13 2025

Initial:_____

****Application will not be considered for scheduling until reviewed by a planner.****

RECEIVED
NOV 18 2021
Initial


20' ALLEY
(S14°54'00"E) S14°48'53"E
(60.00') 59.84'
N15°13'11"W
99.97'
N14°44'41"W
160.19'
3/4" IRON PIPE
18.55'
FENCE CORNER IS 2.0' NORTH & 4.4' WEST OF LOT CORNER
FENCE CORNER IS 3.6' WEST OF LOT CORNER
13
EDGAR O. CHAVEZ
401 SOUTH CLAY STREET
LOT 12
ABANDONED SERVICE POLE
LOT 11
(140.00') 140.07'
139.81' (140.00')
EDGE OF PAVEMENT
A/C
13.14'
34.2
20.21'
0.57'
2.5' x 3' WOOD BLDG FOR WATER HEATER
(N75°06'00"E) N74°48'47"E
26.2
26.2
N74°56'00"E (N75°06'00"E)
0.61'
9' tall with a 2" drop
(4" XH)corner pipe is set back (1'-6") from corner of the house ,will exceed length
(5) 6" c purlins for proper structural form.
Corner post are 3' in the ground with 10" of hole diameter
(17'-4")
1.38'
34.2
12.91'
COVERED PORCH
20.37'
(24'-4")
Carport Structure made of c purlin
23.87'
23.87'
ROW OF FENCE POSTS ONLY
Purposed Carport
FENCE POST IS 0.6' SOUTH & 3.1' WEST OF LOT CORNER
10.43'
1/2" IRON PIPE
(S14°54'00"E) S15°01'42"E
(60.00') 59.55'
S14°55'52"E
99.77'
S14°41'12"E
50.21'
3/4" IRON PIPE
ROW OF FENCE POSTS ONLY
1/2" IRON PIPE
RETAINING WALL
11.29'
11.39'
SOUTH CLAY STREET (60' WIDE)



Location Map

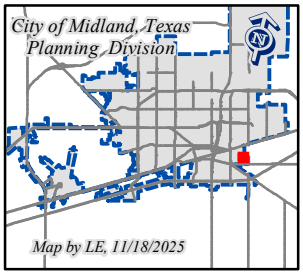
E-25-0149 **Scale: 1" = 800'**

Consider a request by Edgar Chavez for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09-Accessory Buildings and Uses, to allow for (1) a reduced minimum front yard setback and (2) a reduced minimum side yard setback on Lot 12, Block 13, Greenwood Addition, Third, Fourth, and Fifth Sections, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of East Kentucky Avenue and South Clay Street. (Council District 2)

LEGEND

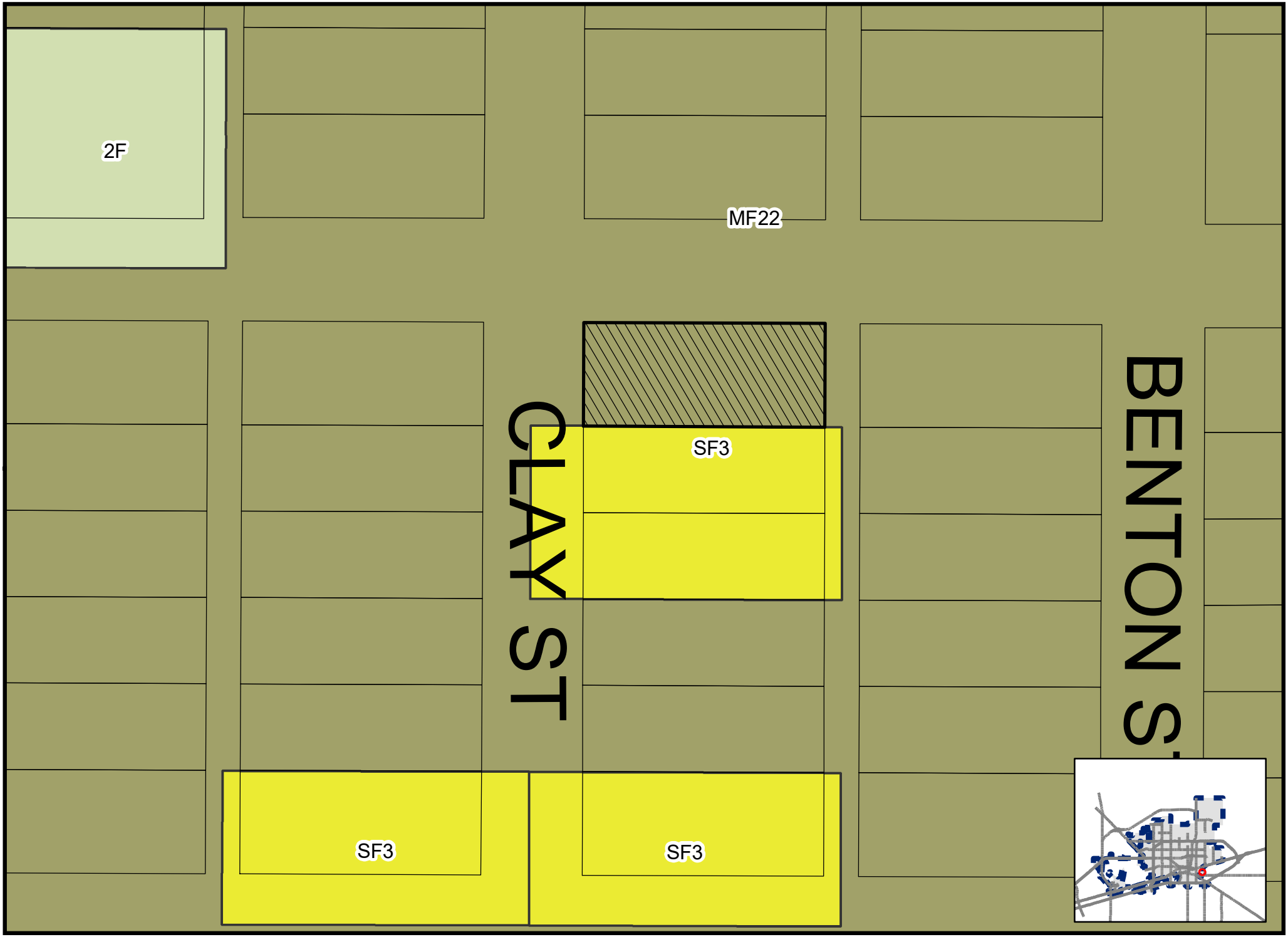
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by LE, 11/17/2025

E-25-0149

Scale: 1" = 600'

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 DE

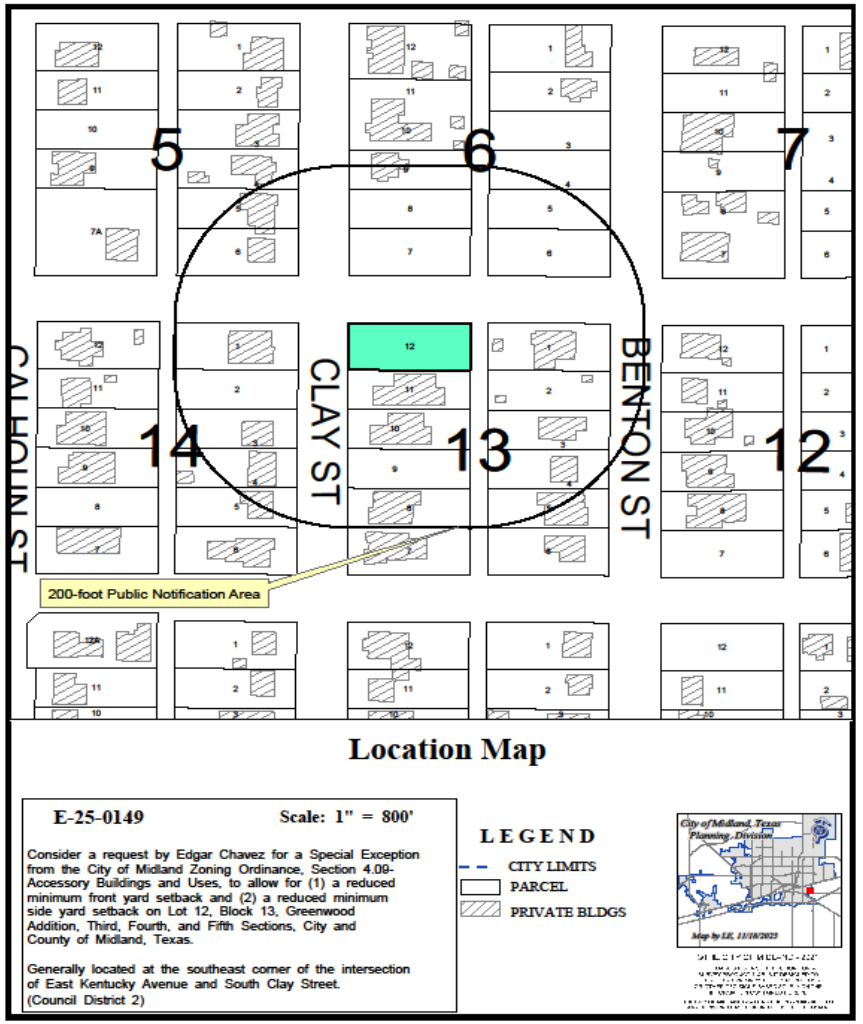

CLAY ST
BENTON ST
14
13
1




MIDLAND
Be the Energy!
SPECIAL EXCEPTION
401 SOUTH CLAY STREET
Visit Our Website
MIDLANDTEXAS.GOV

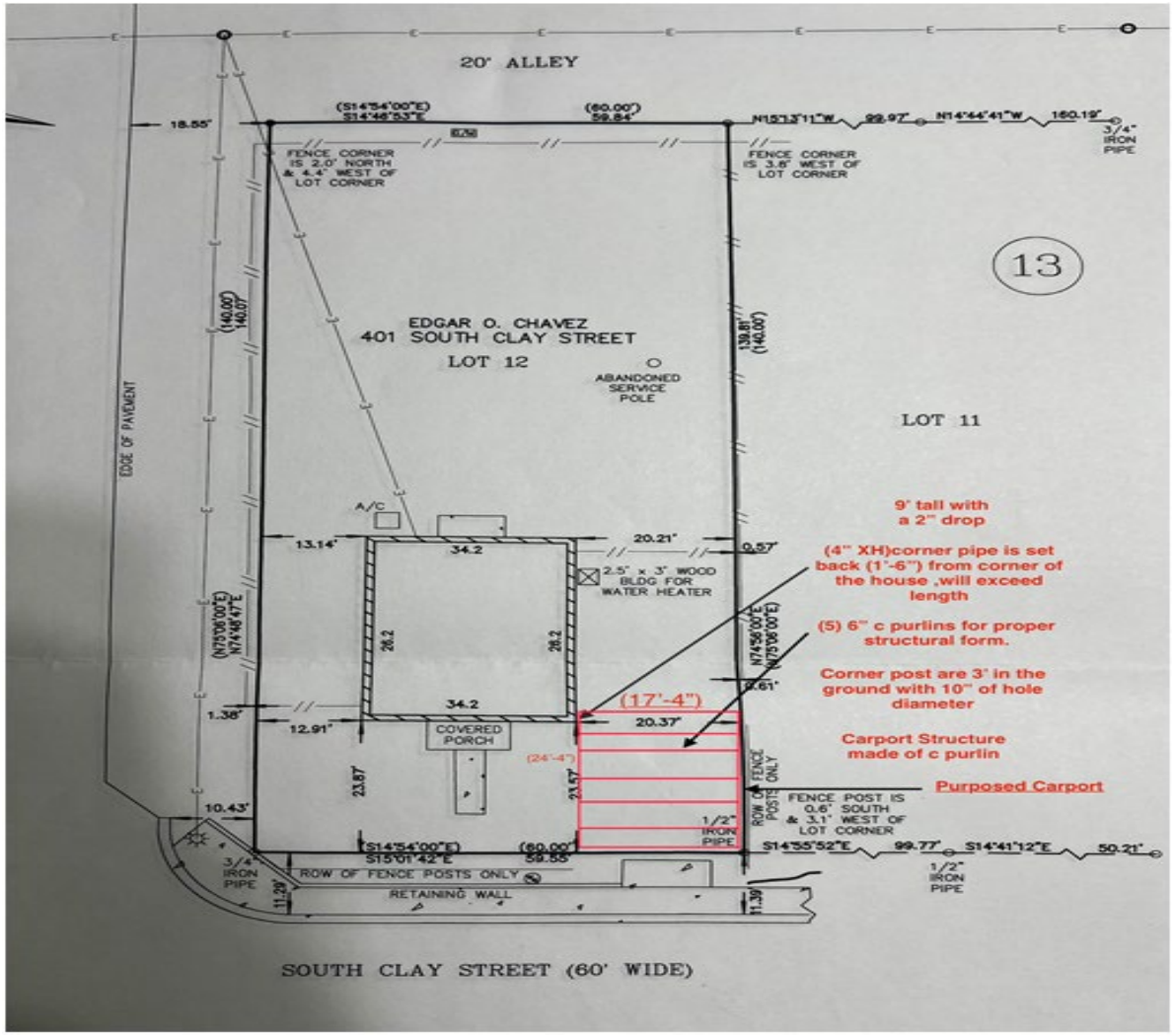
APPLICATION SUMMARY

- **Applicant/Property Owner:** Edgar Chavez
- **Location:** 401 South Clay Street
- **Reason for Request:** to allow for a reduced minimum front yard and side yard setbacks (of zero feet).



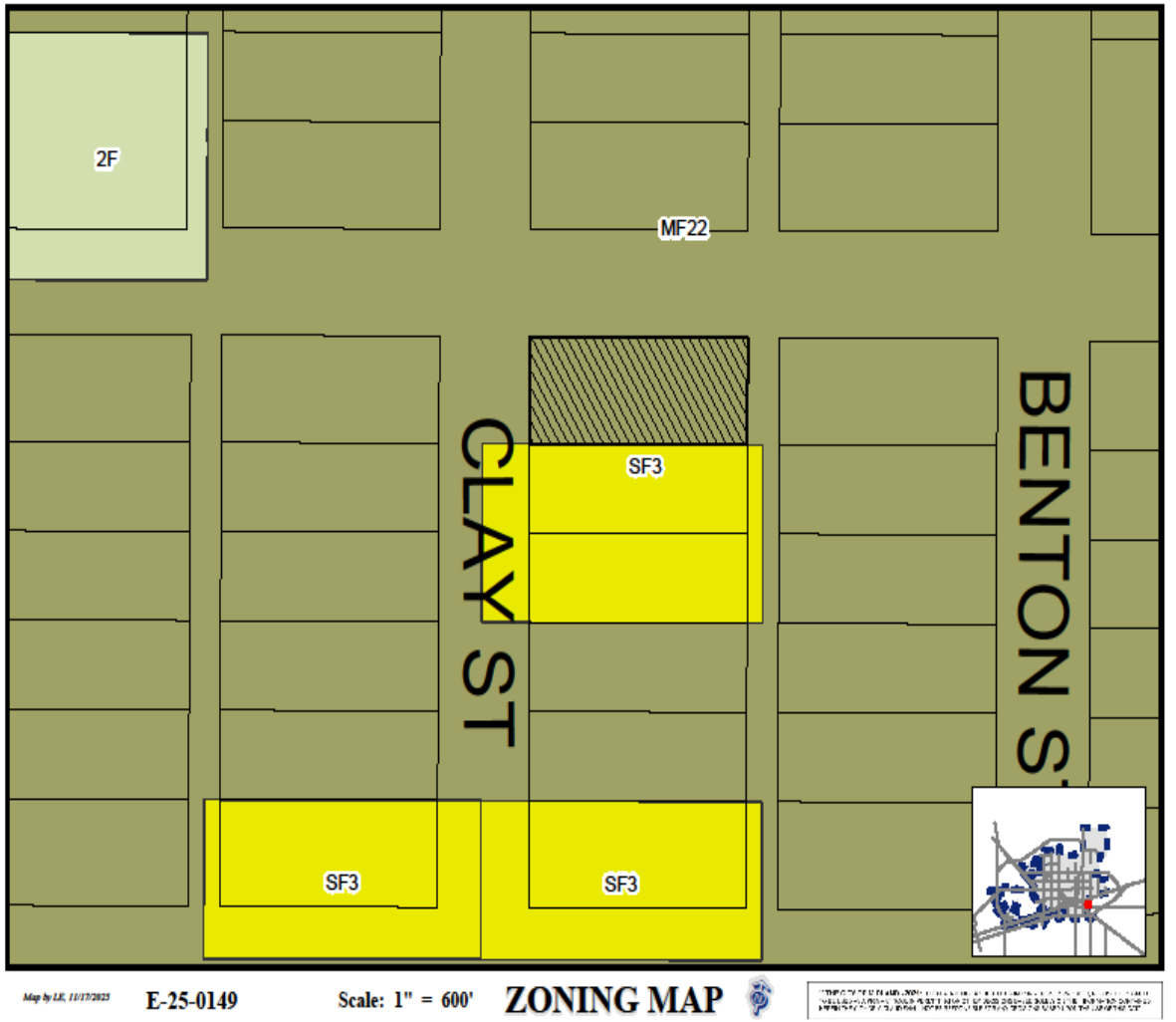
DETAILS OF REQUEST

- **Code Requirement:** per Section 5.04- Residential Zoning District Dimensional Regulations Chart, the minimum front yard setback is 20 feet, and the minimum side yard setback is 10 feet.
- **Variance Requested:** the applicant seeks a reduced minimum setback for both front and side yard of zero (0') feet.



ZONING

- **Current Zoning:** MF-22, Multiple Family Dwelling District, but within the Residential Overlay District wherein the properties can be developed in accordance with the regulations for SF-3, Single Family Dwelling District
- **Surrounding Zoning:**
  - **North:** East Kentucky Avenue
  - **South:** SF-3, Single Family Dwelling District
  - **East/West:** MF-22, Multiple Family Dwelling District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Single family residence
- **Surrounding Uses:**
  - **North:** Vacant lots
  - **South/East/West:** Single family homes
- **Proposed Use:** Single family residence



MIDLAND
Be the Energy!



On South Clay Street, Looking East

MIDLAND
Be the Energy!

RELATED ITEMS (1)

- Neighboring properties with similar carports are non-permitted structures, as well:
  - 611 South Clay Street
  - 408 South Clay Street



MIDLAND
Be the Energy!

RELATED ITEMS (2)

- Additional unpermitted neighboring structures:
  - 713 South Webster Street
  - 502 South Webster Street





STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends denial of this request. Should City Council approve the request, it will be subject to the following conditions:

A. That the minimum front yard setback shall be 0 feet.
B. That the minimum side yard setback on the south side of the Lot shall be 0 feet.
C. That the reduced minimum front yard setback and the reduced minimum side yard setback described herein shall apply only to the accessory building identified as a "Carport Structure" in the site plan, which is attached hereto as Exhibit A and incorporated herein.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 45.
Meeting Date: December 16, 2025
To: City Council
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 4, MOODY ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH CARVER STREET, APPROXIMATELY 265 FEET NORTH OF CLOVERDALE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:

The applicant, Maverick Engineering, on behalf of Midtown AC & Heating LLC, is requesting a zone change from SF-2, Single-Family Dwelling District, to SF-3, Single-Family Dwelling District for a property on the east side of Carver Street. The purpose of the request is to allow the construction of single-family homes on property that is currently being replatted into three lots, each with a 50-foot frontage.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

SF-2, Single-Family Dwelling District

Surrounding Zoning and Land Use:

The property to the north, south and east are all zoned SF-2, Single-Family Dwelling District. The property to the south is being used as a day-care center. The property to the east is an elementary school. The properties to the west are zoned MF-22, Multiple-Family Dwelling District, but are currently developed and used as single-family residential. The property to the north is currently being used as residential.

Analysis:

The subject property is currently zoned SF-2, Single-Family Dwelling District. The applicant, Maverick Engineering, on behalf of Midtown AC & Heating, LLC, is requesting a zone change to SF-3, Single-Family Dwelling District, in order to replat the property into three lots with a width of 50 feet each. Under the existing SF-2 zoning, the minimum lot width requirement is 65 feet, which would make the proposed lots nonconforming. The zone change to SF-3 will allow them to have the smaller lot sizes allowed by SF-3.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as Urban Residential-Medium (UR-M). This designation calls for a mix of housing styles including single-family detached, single-family attached and townhouses.

This proposed zone change has been circulated to the respective City departments for internal review, and their comments, conditions, and requirements are as follows:

Departmental Review:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zoning. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant’s information only.]

No objection to zone change. [For the Applicant’s information only.]

Planning: (Approved)

Staff recommends approval of the proposed zone change from SF-2, Single-Family Dwelling District, to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of December 5, 2025, staff has not received any letters of objection.

Attachments:

A. ORDINANCE - Z-25-0456.SF-2 to SF-3 Ord
B. Z-25-0456, Combined
C. CC - - Moody Addition, Section 3 SF-2 to SF-3

Beatriz Quezada, Development Services	Created/Initiated - 11/26/2025
Landon Ochoa, Development Services	Approved - 12/5/2025
Elizabeth Triggs, Development Services	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/6/2025
Jose Ortiz, City Manager	Approved - 12/6/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 4, MOODY ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH CARVER STREET, APPROXIMATELY 265 FEET NORTH OF CLOVERDALE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, 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 2, Block 4, Moody Addition, Section 3, City and County of Midland, Texas (the "Property"), to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from SF-2, Single-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; 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., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0456

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: MIDTOWN AC & HEATING LLC		Phone (432)262-0999 Email midtownheatac@gmail.com	
Address PO BOX 4295	City MIDLAND	State TX	Zip 79704

Representative *(if different from Applicant or Property Owner)* Firm: MAVERICK ENGINEERING Printed Name: ASHLEE DEVINE		Phone (432) 262-0999 Email adevine@maverick-eng.com	
Address 1909 W WALL STREET SUITE K	City MIDLAND	State TX	Zip 79701

Street Address:

Legal Description
Lot: 2 Block: 4 Subdivision: MOODY ADDITION SECTION 3

Current Zoning: SF2	**Proposed Zone:** SF3 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: TO ALLOW FOR 50' FRONTAGE

Present Use of Property: VACANT

Proposed Use of Property: SINGLE FAMILY HOMES

How would this zone change affect the public health, safety and welfare? NO CHANGE

Describe how conditions affecting the property have changed since present zoning designation: VACANT LOTS AND SURROUNDING AREAS ARE BEING DEVELOPED.

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: Nov. 05, 2025
Applicant (printed):	
Property Owner (signature):	Date: Nov. 05, 2025
Property Owner (printed) : Mark A. Garcia	

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 Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is the owner of Midtown Heating LLC or authorized by Mark Garcia, 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.

Ashlee Devine
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 5th day of November, 2025, to certify which witness my hand and seal of office.

SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

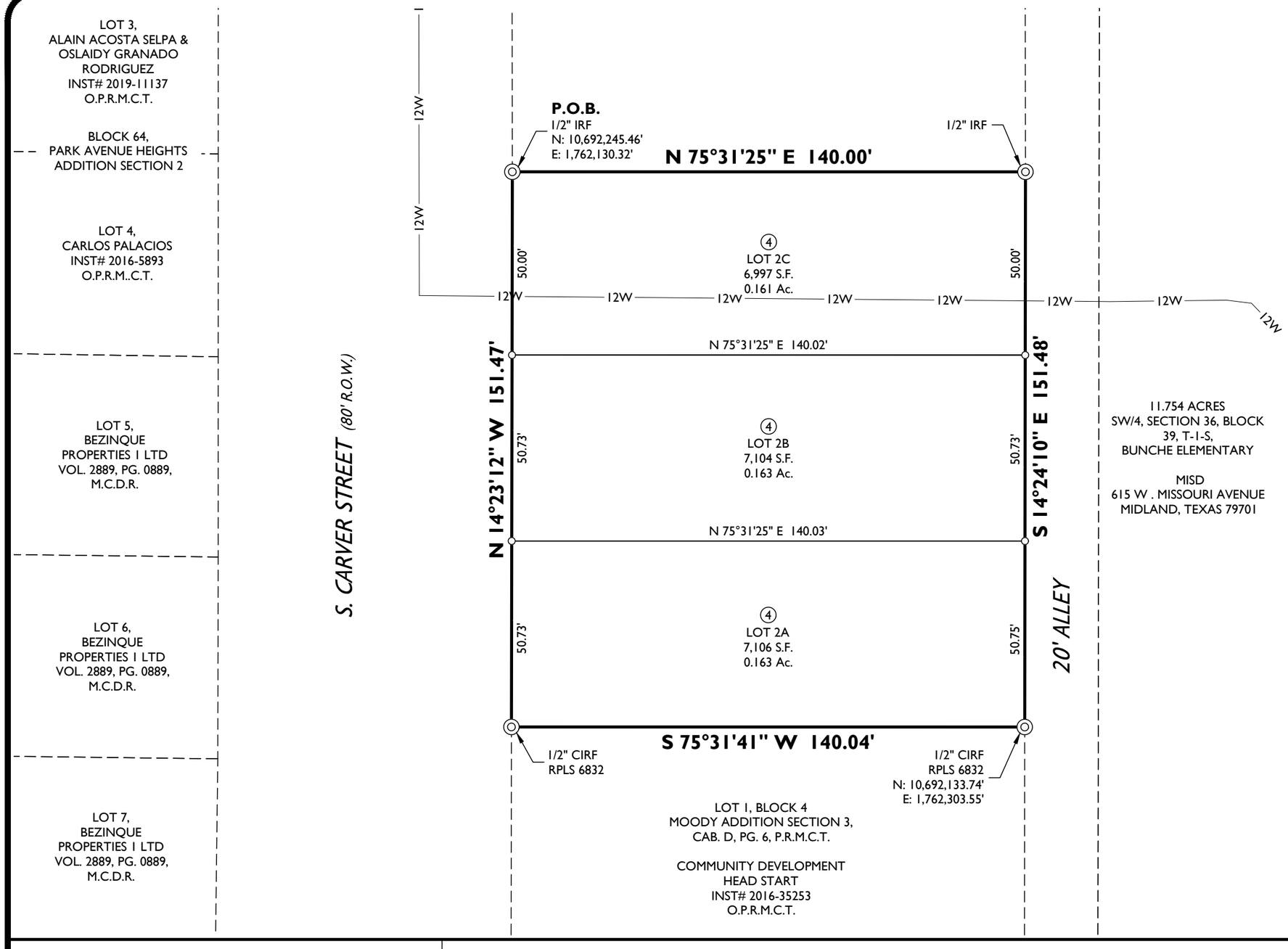
- ☑ Property Owner Authorization
- ☑ Application Fee
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Check # 5653

Received By: Angelina Betancourt Date: 11/5/25

RECEIVED
NOV 05 2025
Initial:

****Application will not be considered for scheduling until reviewed by a planner.****



LEGEND

○	DENOTES PROPOSED LOT CORNER
◎	DENOTES FOUND MONUMENT AS NOTED
———	DENOTES BOUNDARY LINE
– – – –	DENOTES EXISTING PROPERTY LINES
12W	EXISTING 12" WATER MAIN
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
P.O.B.	POINT OF BEGINNING

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NAD 83, U.S. SURVEY FOOT WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989611 AT NGS "MIDLAND".*

M A V E R I C K
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

JOB NO.:	FIELD WORK:	DRAWN BY:	REV 1:	REV 2:
250129	7.09.25	JARII		

I THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

NOVEMBER 5, 2025

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

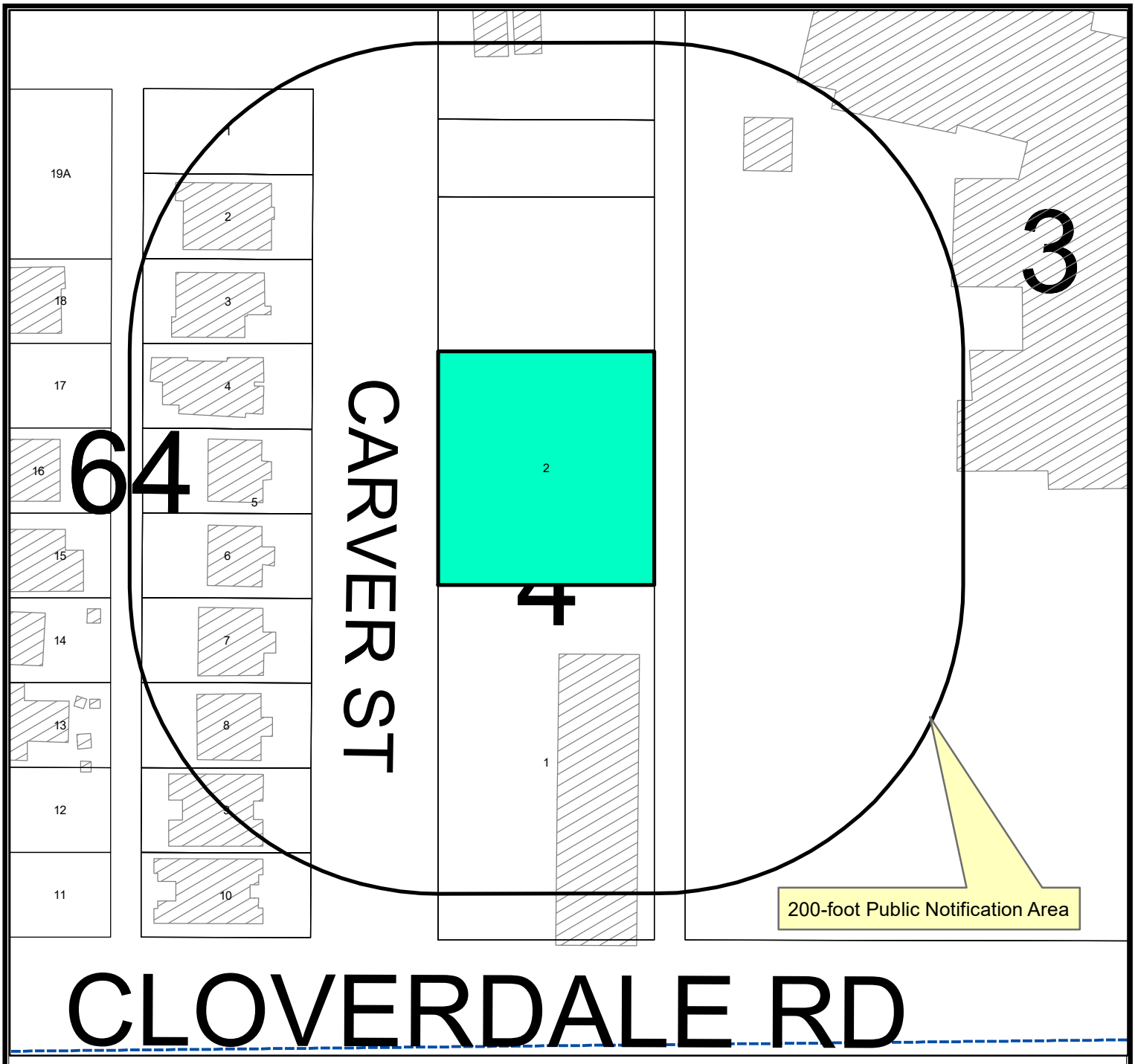
STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

MOODY ADDITION, SECTION 18

ZONING BOUNDARY EXHIBIT

BEING 0.49 ACRE TRACT OF LAND LOCATED IN
MOODY ADDITION, SECTION 3, LOT 2, BLOCK 4,
CITY AND COUNTY OF MIDLAND, TEXAS

Drawing : F:\2025\250129-MIDTOWN AC & HEATING-CARVER STREET\DRAWINGS\ZONING\250129 ZONING EXHIBIT.DWG Last Saved By: SDavis on 11/5/25



Location Map

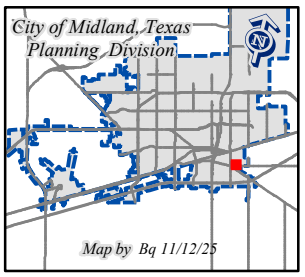
Z-25-0456 **Scale: 1" = 600'**

Consider a request by Maverick Engineering, on behalf of Midtown AC & Heating, LLC, for a Zone Change from SF-2, Single-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 2, Block 4, Moody Addition, Section 3, City and County of Midland, Texas.

Generally located on the east side of South Carver Street, approximately 265 feet north of Cloverdale Road. (Council District 2)

LEGEND

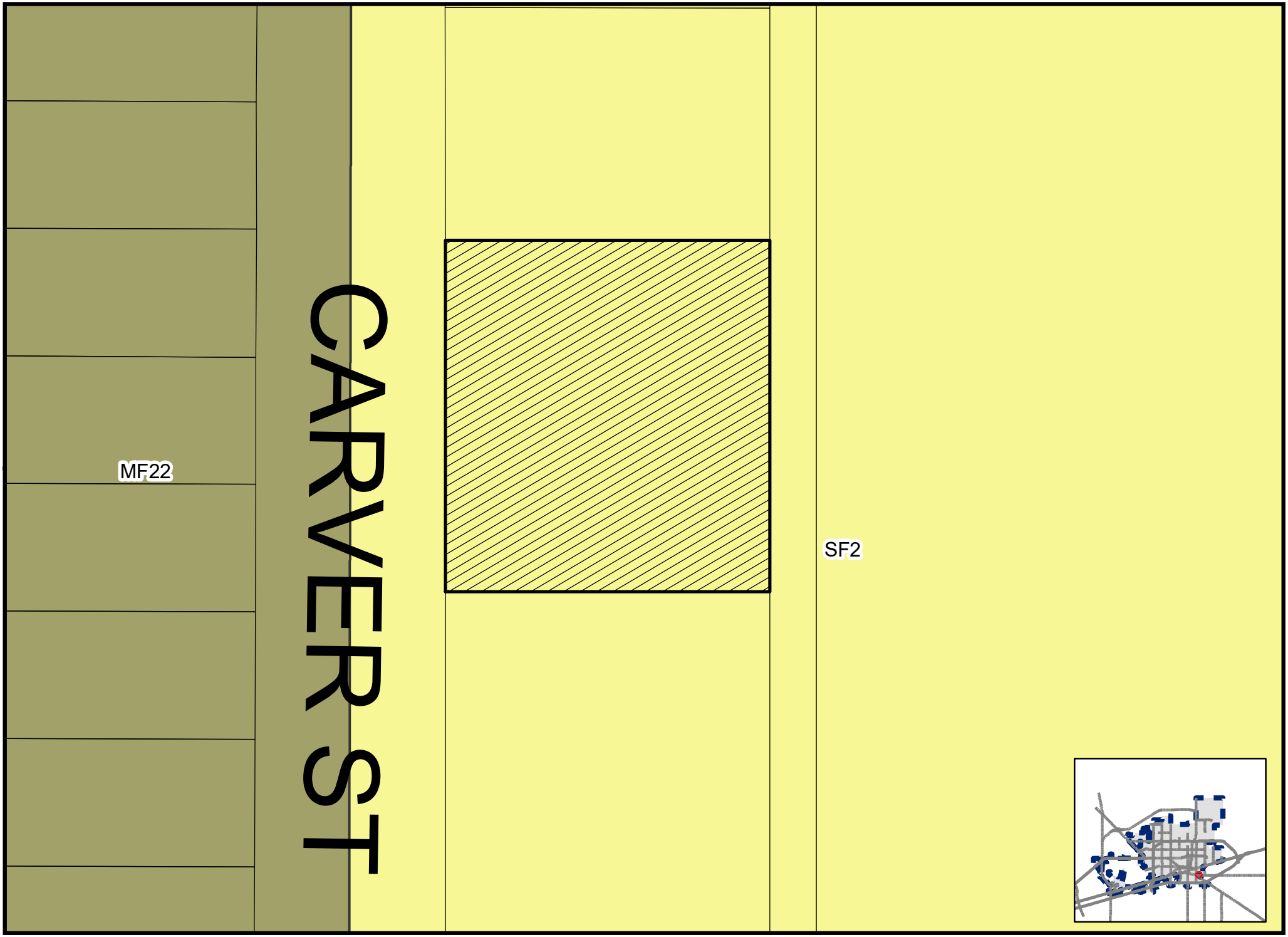
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BQ 11/12/25

Z-25-0456

Scale: 1" = 500'

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 MADE BASED ON THE USE OF THIS

64

CARVER ST

4

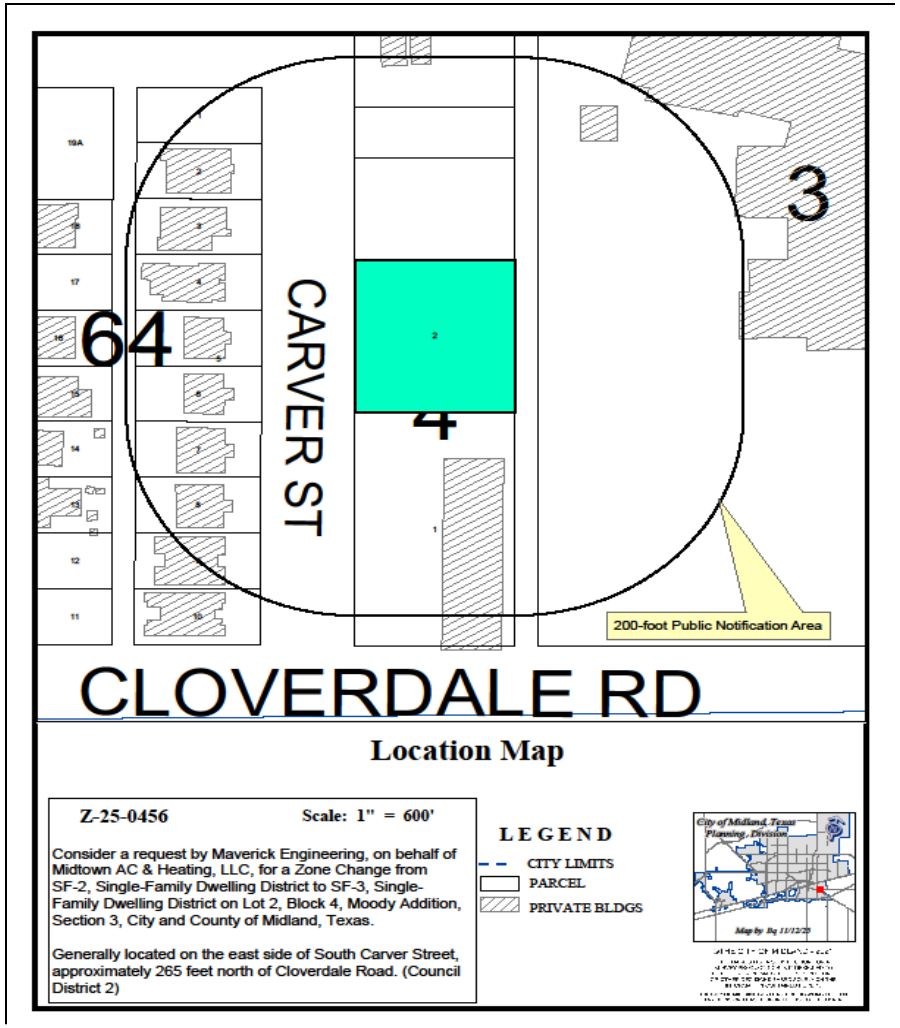
5




MIDLAND
Be the Energy!
ZONE CHANGE
MOODY ADDITION, SECTION 3
Visit Our Website
MIDLANDTEXAS.GOV

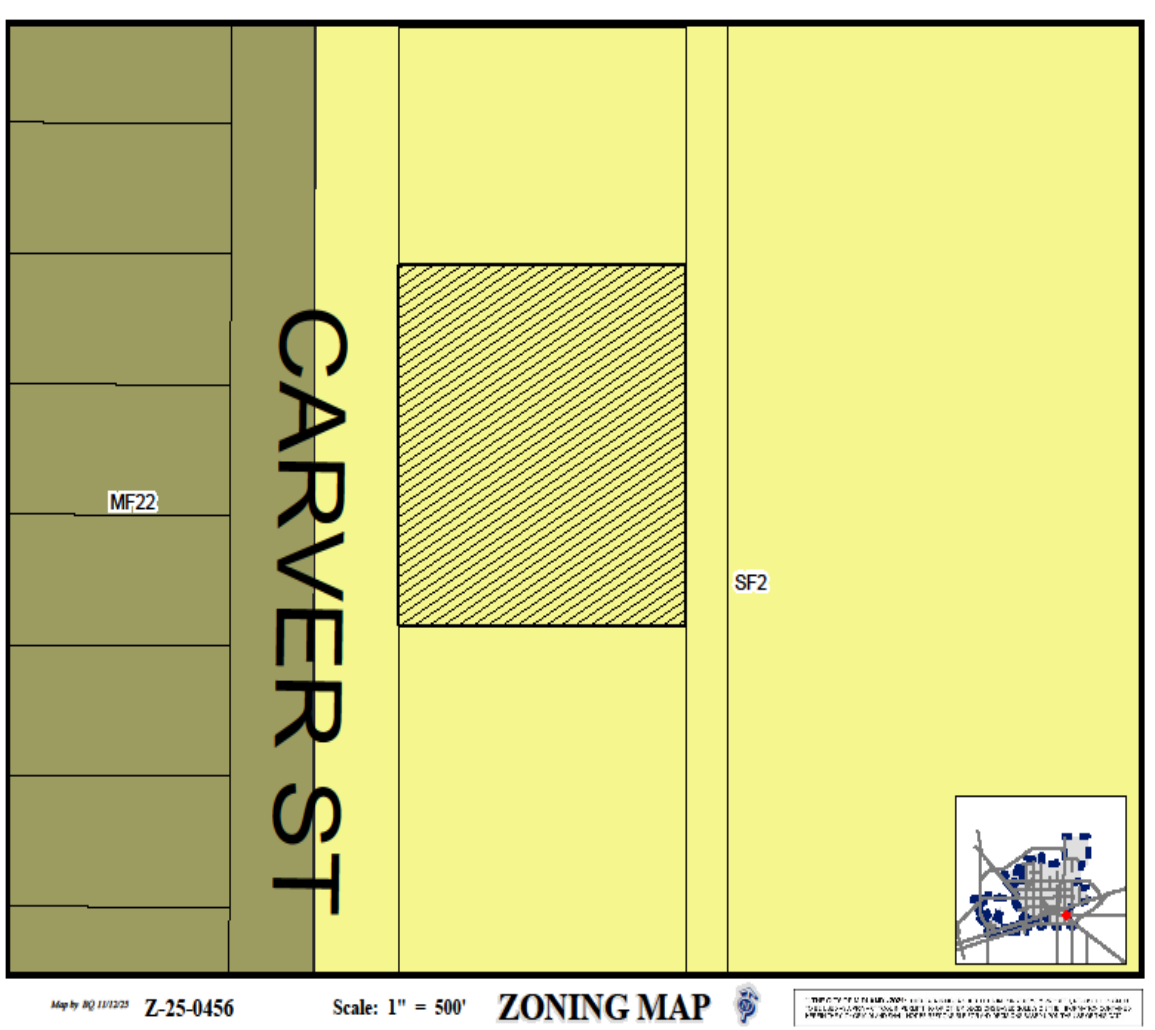
APPLICATION SUMMARY

- **Property Owner:** Midtown AC & Heating LLC
- **Representative:** Ashlee Devine, with Maverick Engineering
- **Location:** Generally located on the east side of South Carver Street, approximately 265 feet north of Cloverdale Road. (Council District 2)
- **Reason for Request:** To allow for the construction of single-family dwellings on three lots



ZONING

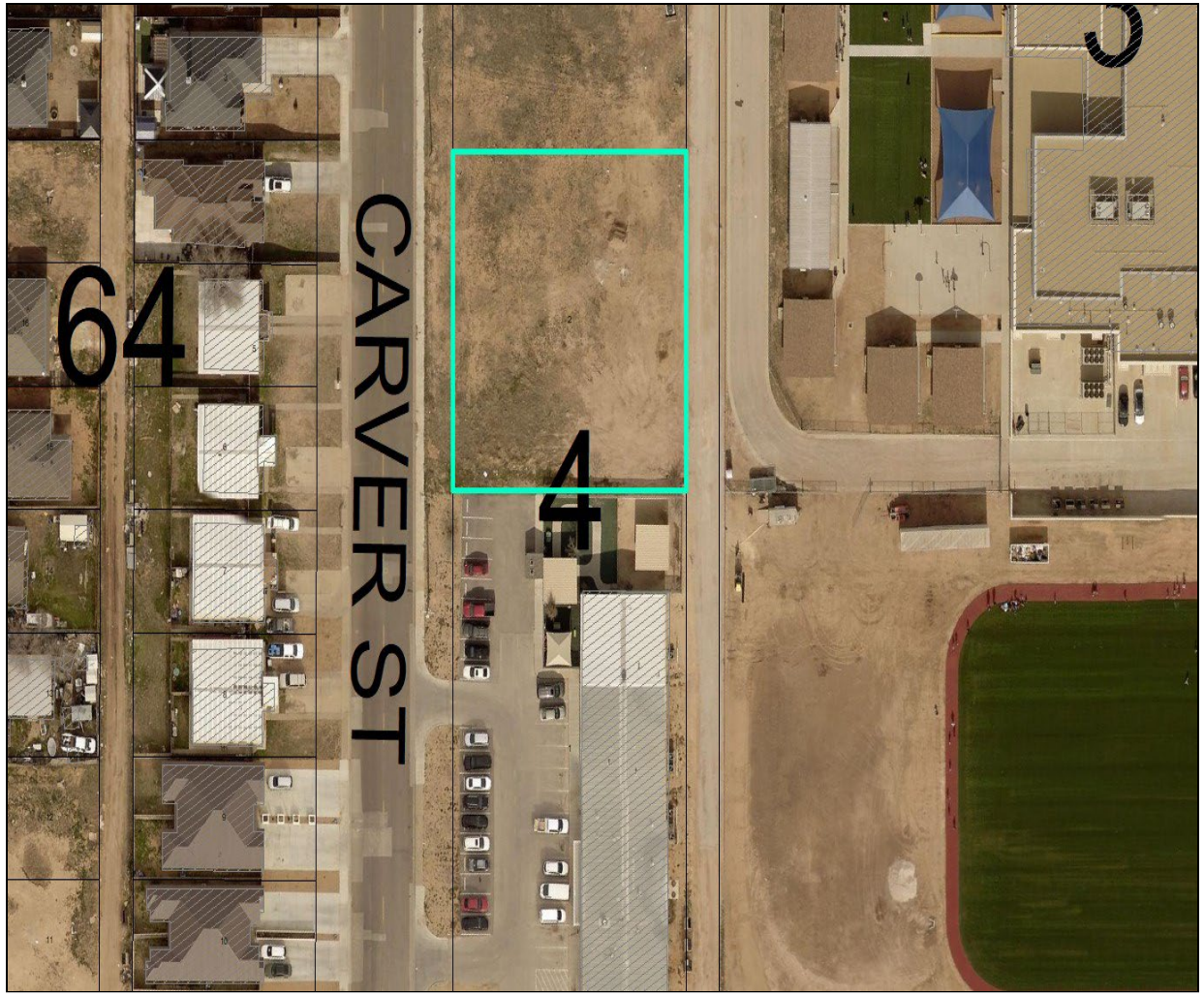
- **Current Zoning:** [SF-2, Single-Family Dwelling District
- **Surrounding Zoning:**
  - **North/South/East:** SF-2, Single-Family Dwelling District
  - **West:** MF-22, Multiple-Family Dwelling District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant
- **Surrounding Uses:**
  - **North/South/West:** Residential
  - **East:** School



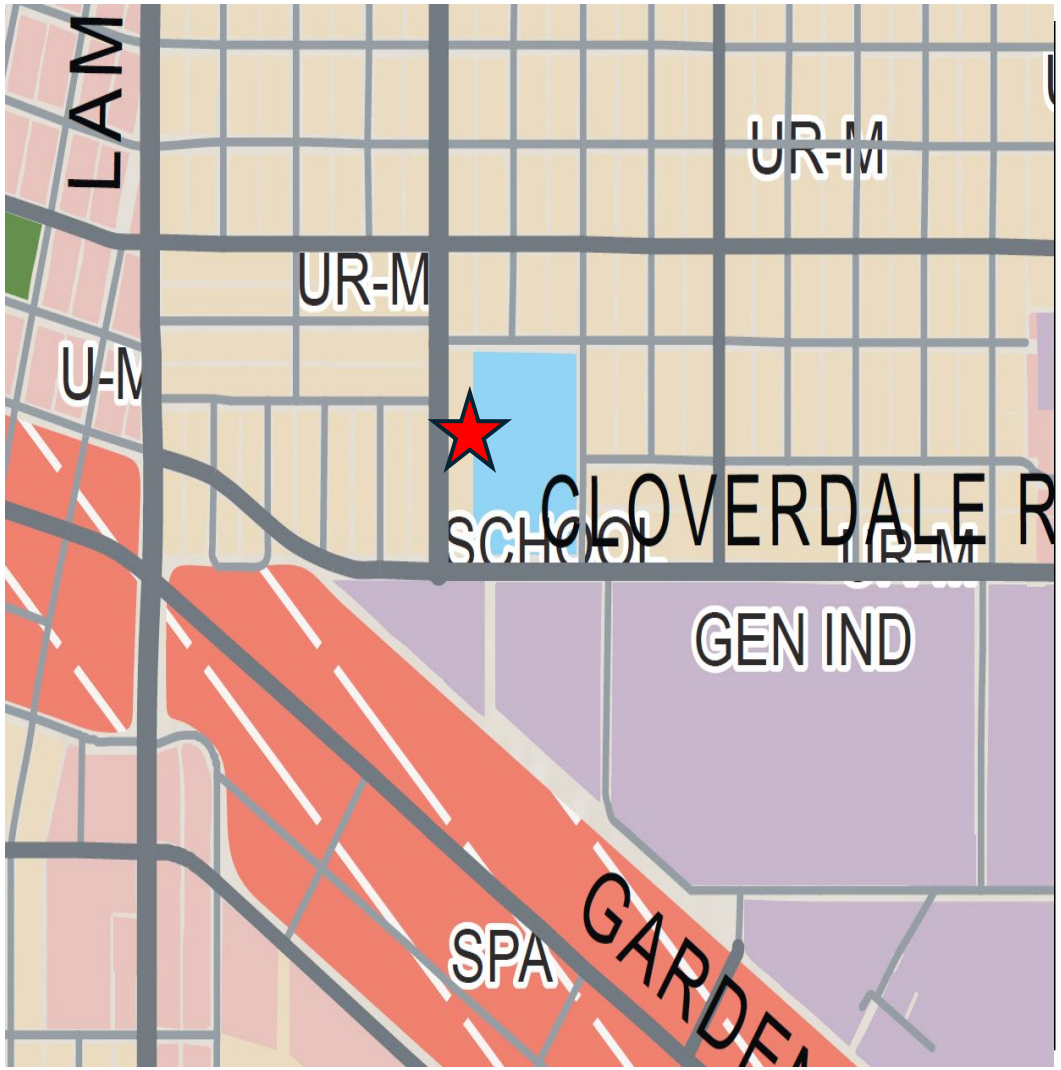


On South Carver Street, Looking East

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban Residential-Medium (UR-M)
- **Supported Uses:** Emphasizing a mix of housing styles, including single-family detached, single-family attached, and townhomes
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

RELATED ITEMS

- The property is currently been replatted into three lots each having a width of 50 feet.



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission approved this request on December 1, 2025.
- Staff recommends approval of this request.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 46.
Meeting Date: December 16, 2025
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.992-ACRE TRACT OF LAND OUT OF TRACTS 2 AND 3, MIDKIFF HEIGHTS, CITY AND COUNTY OF MIDLAND, TEXAS FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED EAST OF THE INTERSECTION OF AUSTIN STREET AND PRINCETON 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

Purpose:

PJP Group, LLC, on behalf of SHMK Development, LLC, is requesting a Zone Change from MF-16, Multiple-Family Dwelling District to O-1, Office District for future office and retail development on a property located at 1110 Austin Street.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

MF-16, Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north and east are zoned RR, Regional Retail District and consist of retail stores and shops. The properties to the west are zoned SF-1, Single-Family Dwelling District, and consist of single-family housing. The property to the south is zoned PD, Planned Development District for an Office Center and is currently a vacant lot.

Analysis:

The subject property is located at 1110 Austin Street. The property is currently zoned MF-16, Multiple-Family Dwelling District. PJP Group, LLC, on behalf of SHMK Development, LLC, is seeking a zone change to O-1, Office District in order to develop a five-unit shopping center. The current zoning, MF-16, Multiple-Family Dwelling District, does not allow for the use of offices or stores and shops [Midland City Code 4.03].

Approving this zone change request would establish a zoning that offers a variety of uses for the property owner. The applicant does not know the exact type of businesses that will be included on this lot, so having a less intense zoning such as O-1, Office District, will be beneficial to the surrounding neighborhood. The applicant plans to develop a shopping center with five units. Per the Nonresidential Zoning District Dimensional Regulations Chart, this lot meets the requirements for the O-1, Office District zoning. [Midland City Code Section 5.05]

The Tall City Tomorrow Comprehensive Plan, Chapter 3; designates this area as a Special Study Area. This designation has no policies established.

This proposed zone change has been circulated to the respective City departments for internal review, and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning:

Staff recommends approval of this Zone Change from MF-16, Multiple-Family Dwelling District

to O-1, Office District.

Letters of Objection:

Staff has not received any letters of objection as of December 5, 2025.

Attachments:

A. ORDINANCE W/EXH - Z-25-0441.MF-16 to O-1 Ord w Exh
B. Z-25-0441, Updated Combined Documents
C. CC - - 1110 Austin Street Zone Change

Britton Murry, Development Services	Created/Initiated - 12/2/2025
Landon Ochoa, Development Services	Approved - 12/5/2025
Elizabeth Triggs, Development Services	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/6/2025
Jose Ortiz, City Manager	Approved - 12/6/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.992-ACRE TRACT OF LAND OUT OF TRACTS 2 AND 3, MIDKIFF HEIGHTS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED EAST OF THE INTERSECTION OF AUSTIN STREET AND PRINCETON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 1.992-acre tract of land out of Tracts 2 and 3, Midkiff Heights, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, to O-1, Office District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-16, Multiple-Family Dwelling District to O-1, Office District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; 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., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

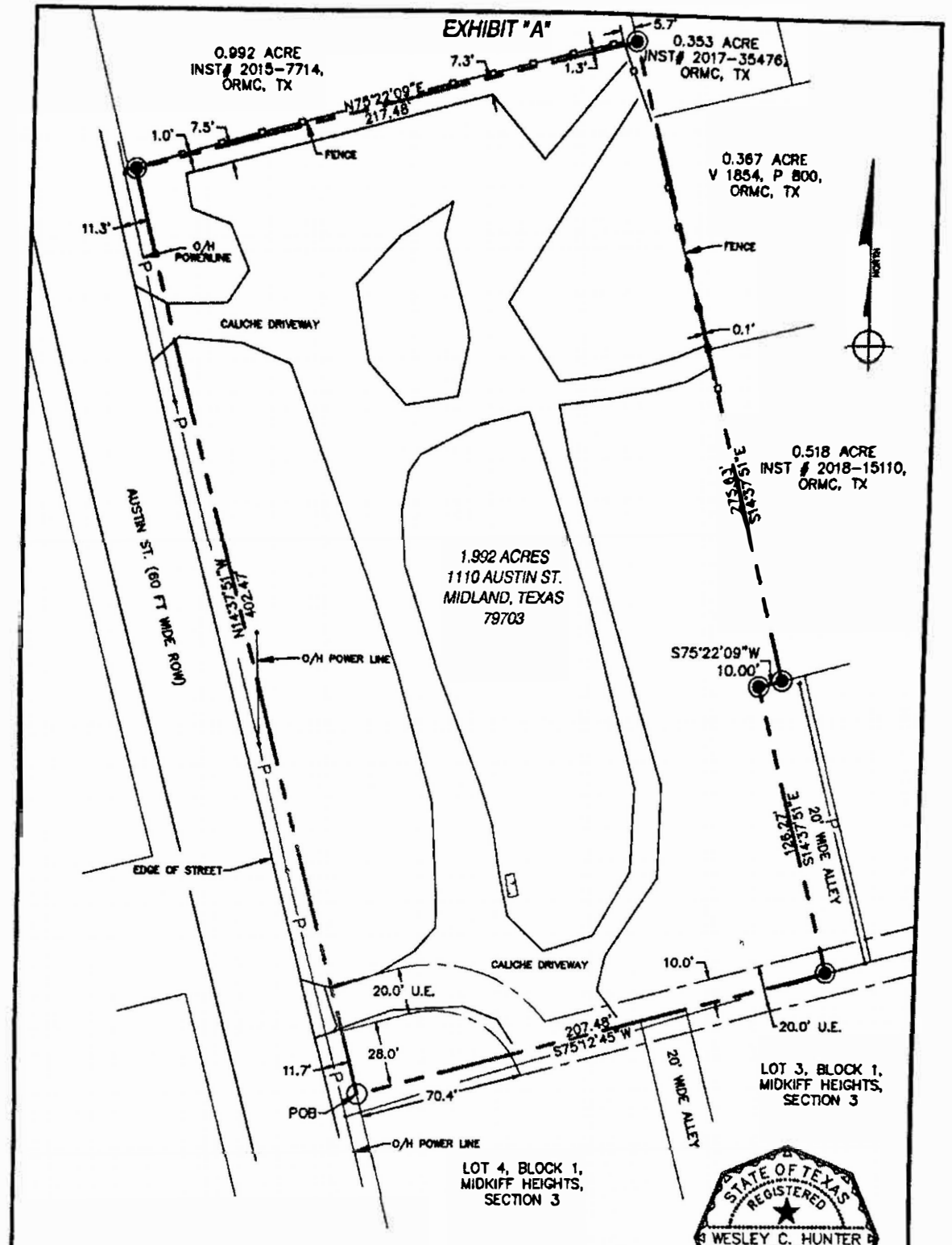
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



○= FOUND 1/2" IRON ROD
◉= SET 1/2" IRON ROD

WESLEY C. HUNTER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6268

I, Wesley C. Hunter, a Registered Professional Land Surveyor in the State of Texas, License Number 6268, do hereby certify this plat to represent a survey made on the ground in the Month of July, 2018 under my direction and supervision, and the corner monuments shown hereon were found in compliance with the minimum requirements of a Category 1A, Condition II Land Title Survey and in accordance with the rules and regulations of the State of Texas..

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE
2. THE SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT G.F. NO. [illegible] ISSUED BY ALAMO TITLE INSURANCE COMPANY, ISSUED SEPTEMBER 18, 2007, EFFECTIVE SEPTEMBER 7, 2007.
3. PROPERTY IS SUBJECT TO THE RESTRICTIONS RECORDED IN VOLUME 89, PAGE 385, ALL IN DEED RECORDS OF MIDLAND COUNTY, TEXAS
4. ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP MIDLAND COUNTY, TEXAS, MAP NUMBER 48329C 0085F, REVISED SEPTEMBER 18, 2008, THIS TRACT IS SHOWN TO BE IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SURVEY FOR
GKW PROPERTIES, LTD.

BEING A 1.992 ACRE TRACT OF LAND CALLED 1.99 ACRES IN VOLUME 2934, PAGE 502, OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS, BEING ALSO A PORTION OF TRACTS 2 AND 3, MIDKIFF HEIGHTS, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 84, PAGE 385, DEED RECORDS OF MIDLAND COUNTY, TEXAS

EXPLORER SURVEYING
SURVEYING & MAPPING
2403 S COUNTY RD 1110 LOT B, MIDLAND, TX 79706
(432) 238-4199 WWW.EXPSURVEY.COM
FIRM # 10194680 REGULATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING

DRAWN BY: DH	DATE: 7/19/2018	DWG. NO.	REV.
CHECKED BY: WH	DATE: 7/23/2018	ES-WH-S2-T2-3-001	0
SCALE: 1"=50'	APP.: 7/24/2018	GF#: 0709-078-BH	

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Shafik Tejani, SHMK Development, LLC		Phone (432) 967-2763 Email shafik.tejani@mtp-hosp.com	
Address 4108 N Big Spring	City Midland	State TX	Zip 79705

Property Owner Printed Name: SHMK Development, LLC		Phone (432) 967-2763 Email shafik.tejani@mtp-hosp.com	
Address 4108 N Big Spring	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: PJP Group, LLC Printed Name: Jignesh Patel		Phone (210) 316-0659 Email jignesh.patel063@gmail.com	
Address 2525 Durango Drive	City Carrollton	State TX	Zip 75010

Street Address: 1110 Austin Street, Midland, TX 79703

Legal Description
Lot: 4 Block: 1 Subdivision: Midkiff Heights, Section 3

Current Zoning: MF16	**Proposed Zone:** O-1, Office District *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: The reason for the zoning change request is to align the subject property's classification with the surrounding area, which is currently zoned RR (Regional Retail District) and PD (Planned Development District).

Present Use of Property: Vacant

Proposed Use of Property: Future retail development

How would this zone change affect the public health, safety and welfare? This zoning change would positively impact public health, safety, and welfare by encouraging the development of high-quality, low-intensity retail projects. It supports the revitalization of underperforming and declining areas within the Central City by maximizing the use of infill sites.

Describe how conditions affecting the property have changed since present zoning designation: N / A

Submittal and Fees
Items to be submitted with this application form:

- Application Fee -- Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 11/21/2025
Applicant (printed): SHAFIK TEJANI	
Property Owner (signature):	Date: 11/21/2025
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

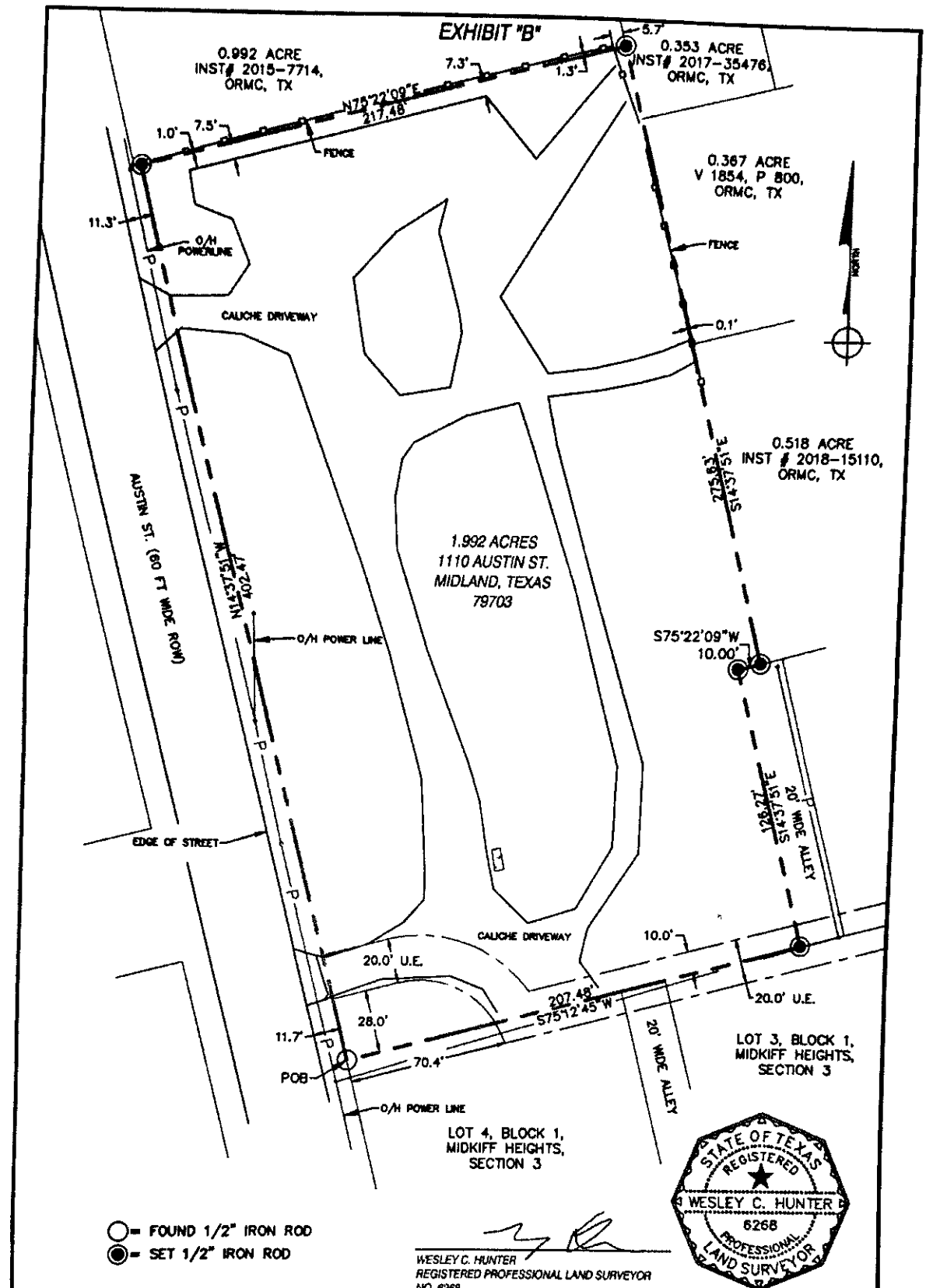
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee prev. paid (updated app only)	☑ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date: RECEIVED NOV 21 2025
	Initial:

****Application will not be considered for scheduling until reviewed by a planner.****



○= FOUND 1/2" IRON ROD
◉= SET 1/2" IRON ROD

WESLEY C. HUNTER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6268

I, Wesley C. Hunter, a Registered Professional Land Surveyor in the State of Texas, License Number 6268, do hereby certify this plat to represent a survey made on the ground in the Month of July, 2018 under my direction and supervision, and the corner monuments shown hereon were found in compliance with the minimum requirements of a Category 1A, Condition II Land Title Survey and in accordance with the rules and regulations of the State of Texas.

NOTES:

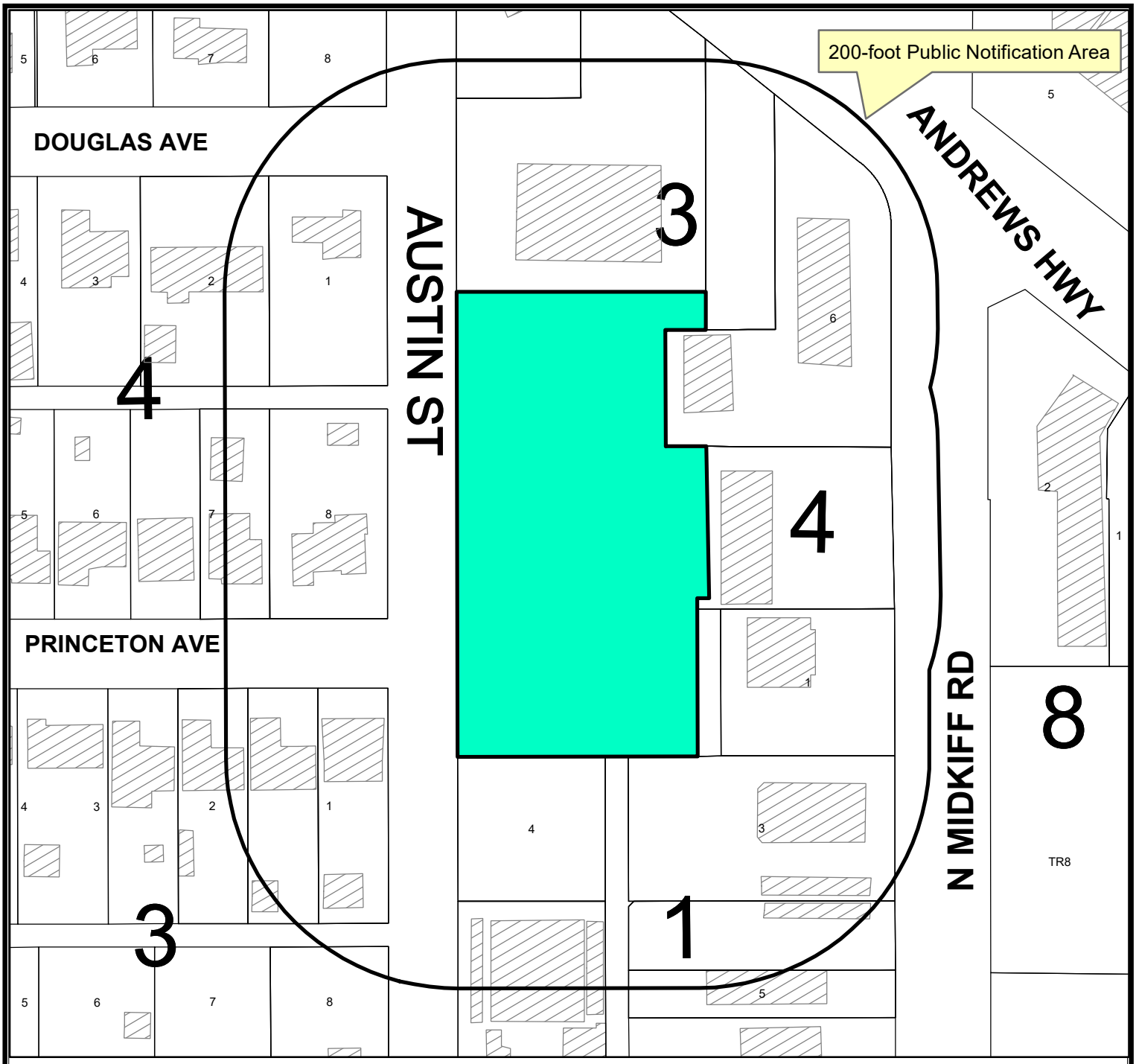
1. *ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE*
2. *THE SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT G.F. NO 0709-078-BH AS ISSUED BY ALAMO TITLE INSURANCE COMPANY, ISSUED SEPTEMBER 18, 2007, EFFECTIVE SEPTEMBER 7, 2007.*
3. *PROPERTY IS SUBJECT TO THE RESTRICTIONS RECORDED IN VOLUME 89, PAGE 385, ALL IN DEED RECORDS OF MIDLAND COUNTY, TEXAS*
4. *ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP MIDLAND COUNTY, TEXAS, MAP NUMBER 48329C0088F, REVISED SEPTEMBER 18, 2008, THIS TRACT IS SHOWN TO BE IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.*

EXPLORER SURVEYING
SURVEYING & MAPPING
2403 S COUNTY RD 1110 LOT B, MIDLAND, TX 79706
(432) 238-4199 WWW.EXPSURVEY.COM
FIRM # 10194660 REGULATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING

SURVEY FOR
GKW PROPERTIES, LTD.

BEING A 1.992 ACRE TRACT OF LAND CALLED 1.99 ACRES IN VOLUME 2634, PAGE 693, OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS, BEING ALSO A PORTION OF TRACTS 2 AND 3, MIDKIFF HEIGHTS, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 89, PAGE 385, DEED RECORDS OF MIDLAND COUNTY, TEXAS

DRAWN BY: DH	DATE: 7/19/2018	DWG. NO.	REV.
CHECKED BY: WH	DATE: 7/23/2018	ES-MH-S2-T2-3-001	0
SCALE: 1"=50'	APP.: 7/24/2018	GF#: 0709-078-BH	



Location Map

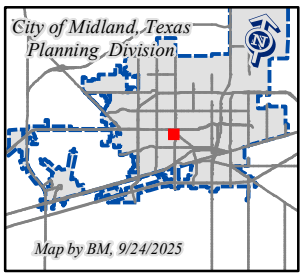
Z-25-0441 **Scale: 1" = 123'**

Consider a request by PJP Group, LLC, on behalf of SHMK Development, LLC, for a Zone Change from MF-16, Multiple-Family Dwelling District, to O-1, Office District on a 1.992-acre tract of land out of Tracts 2 and 3, Midkiff Heights, City and County of Midland, Texas.

Generally located east of the intersection of Austin Street and Princeton Avenue. (Council District 3)

LEGEND

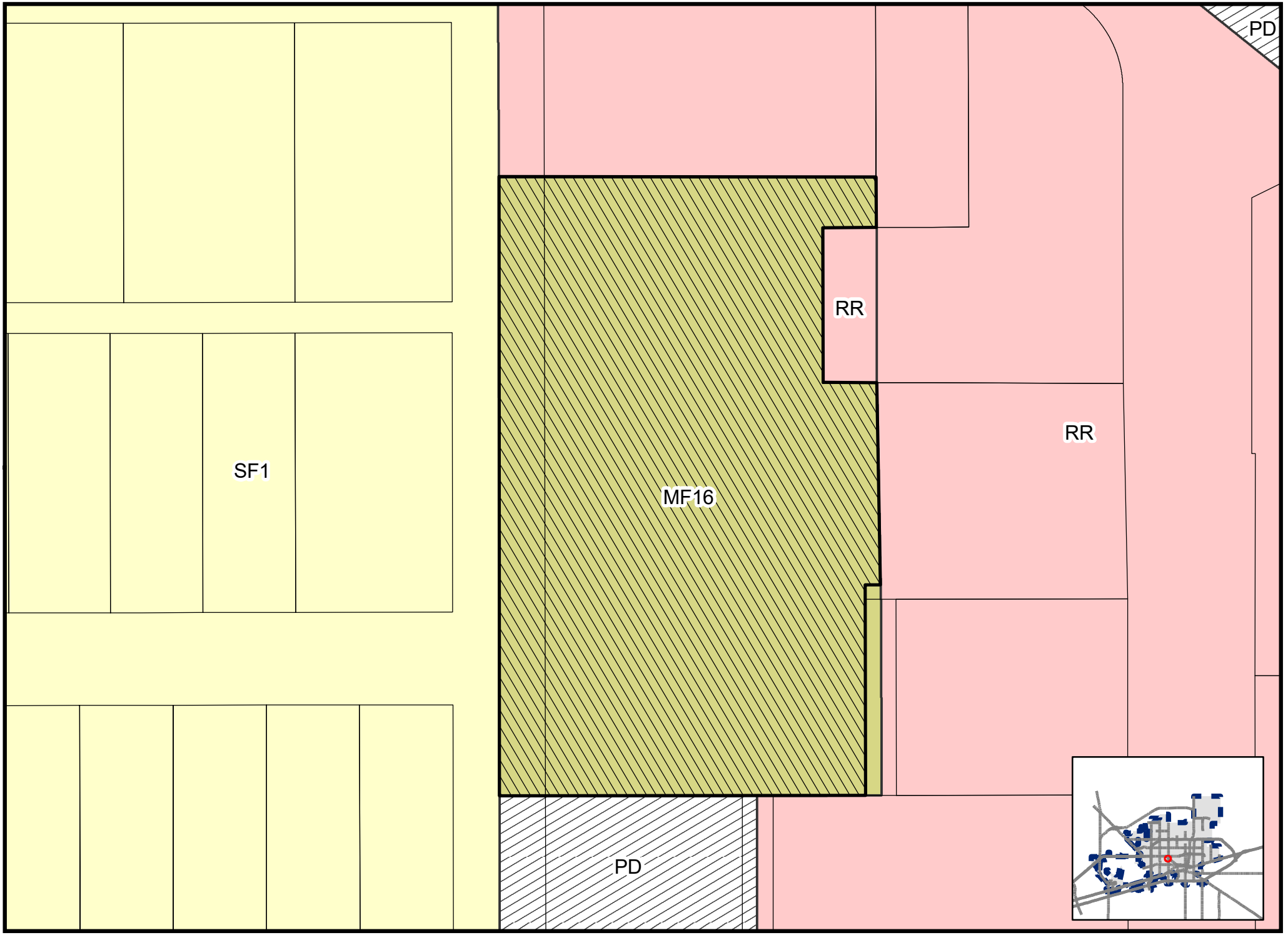
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BM, 9/24/2025

Z-25-0441

Scale: 1" = 78'

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 MADE OR ACTIONS TAKEN BY USERS OF THIS MAP

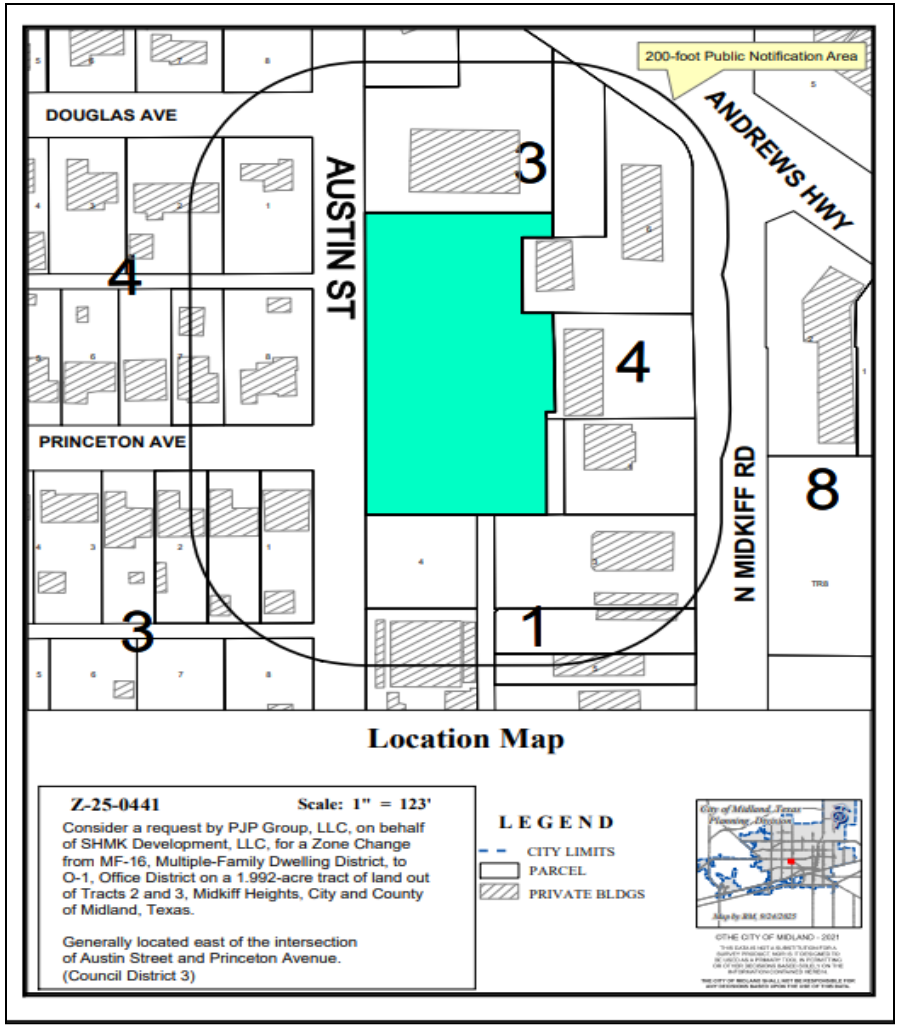
USTIN ST
3
2
4
1




MIDLAND
Be the Energy!
ZONE CHANGE
1110 AUSTIN STREET
Visit Our Website
MIDLANDTEXAS.GOV

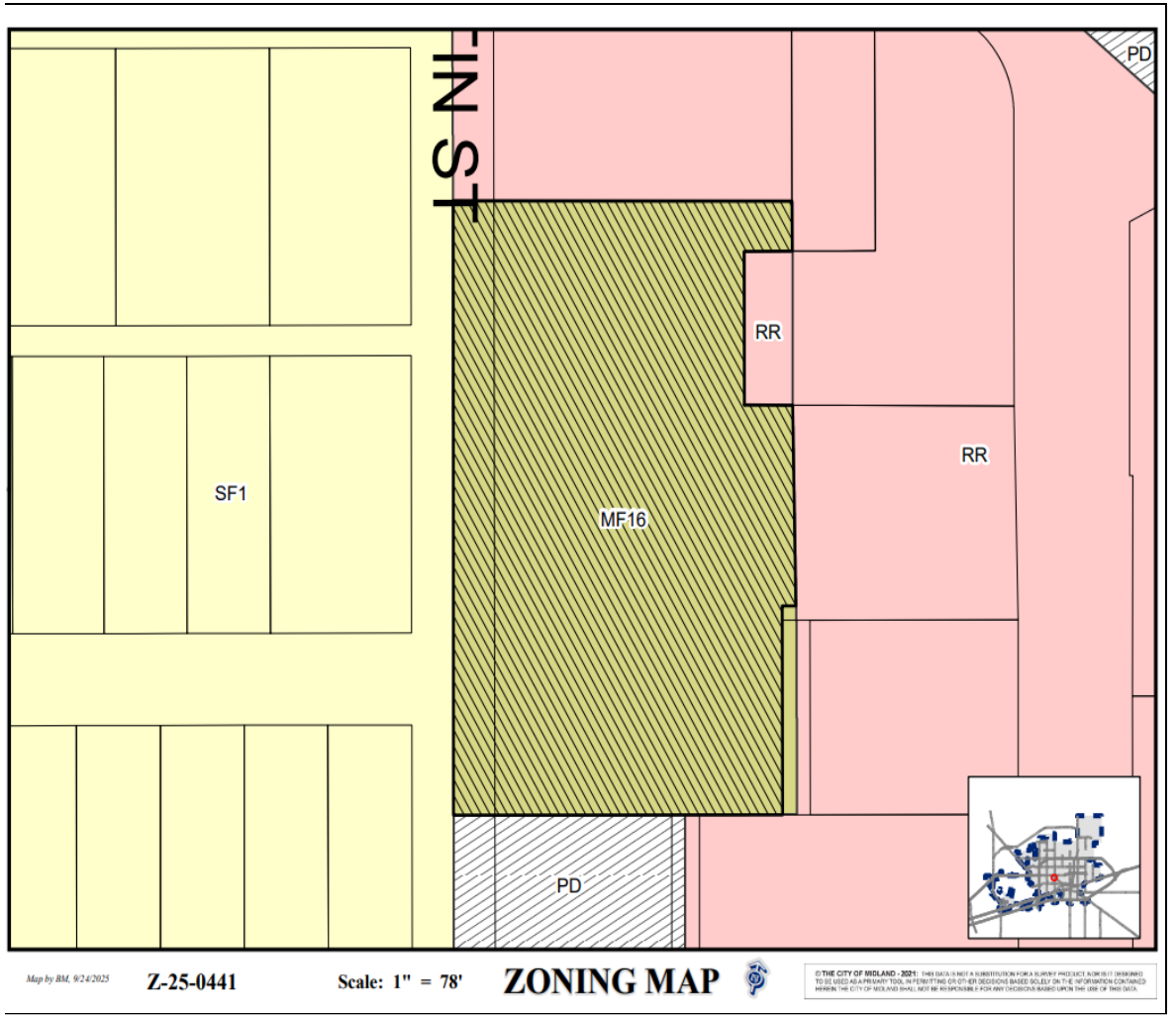
APPLICATION SUMMARY

- **Applicant/Property Owner:** SHMK Development, LLC
- **Representative:** PJP Group, LLC
- **Location:** 1110 Austin Street (Council District 3)
- **Reason for Request:** For future office and retail development



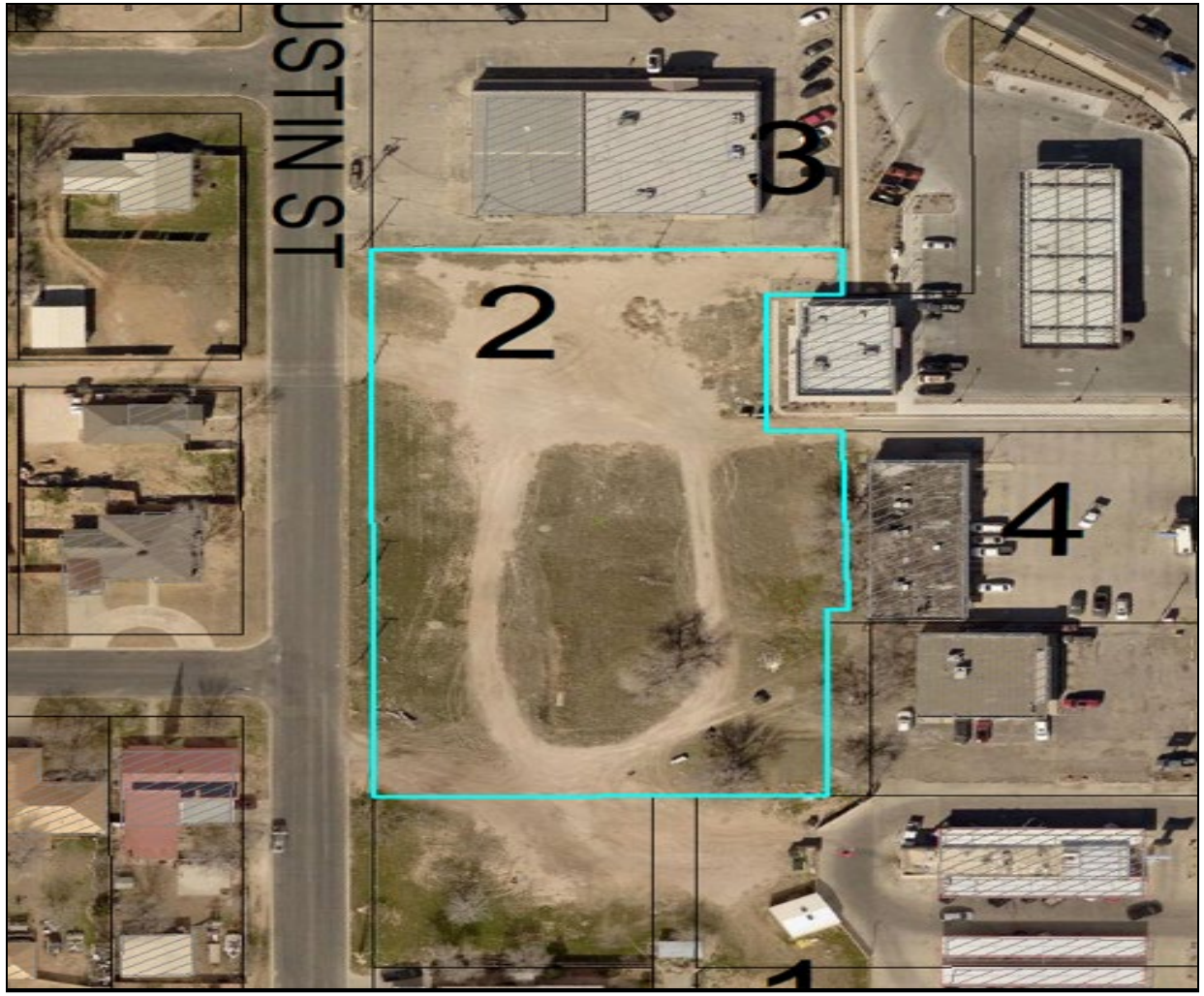
ZONING

- **Current Zoning:** MF-16, Multiple-Family Dwelling District
- **Surrounding Zoning:**
  - **North/East:** RR, Regional Retail District
  - **South:** PD, Planned Development District for an Office Center
  - **West:** SF-1, Single-Family Dwelling District
  - **Proposed Zoning:** O-1, Office District



LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/East:** Retail Stores and Shops
  - **South:** Vacant Land
  - **West:** Single-Family Housing
- **Proposed Use:** Offices and Shops



MIDLAND
Be the Energy!



On Austin Street, Looking East

5

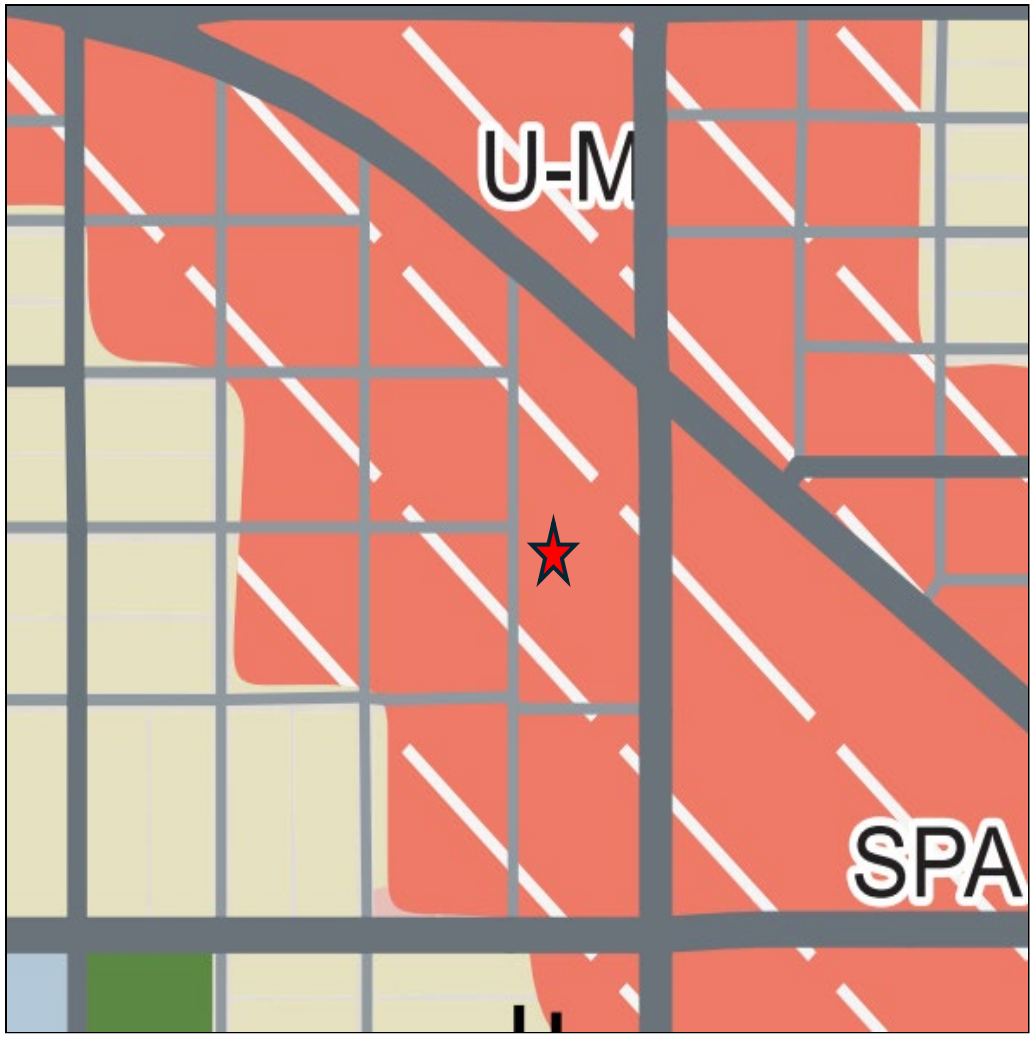
MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Special Study Area

  Supported Uses: This is a special study area and there are no policies established for this location.

- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

STAFF'S RECOMMENDATION

- The Planning & Zoning Commission recommended approval of this request on December 15, 2025.
- Staff recommends approval of this request.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 47.
Meeting Date: December 16, 2025
To: City Council
From: Landon Ochoa, Planning Division Manager
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 68, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER AND TRANSITION DISTRICT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER AND TRANSITION DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST ILLINOIS AVE, APPROXIMATELY 130 FEET WEST OF NORTH I 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

Purpose:
Gary Glasscock is requesting this zone change for the operation of a bakery on the property located at 1605 W Illinois.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

PD, Planned Development District for an Office Center and Transition District

Surrounding Zoning and Land Use:

The properties to the north, east, and west are zoned PD, Planned Development District for an Office Center and Transition District and are the locations of residences and a realty business. The property to the south is zoned O-1, Office District and is the location of a residences.

Analysis:

The applicant wants to change the use of the property from a residence to a bakery. But the Planned District, which regulates the property, requires that a site plan be approved in the same manner as a zone change. This means that the Planned District must be amended to include what has been developed on the property before a new certificate of occupancy can be issued.

The request is compatible with the Tall City Tomorrow Comprehensive Plan as it designates this area as Urban-Medium (U-M) which call for a mix of complementary uses.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Staff recommends approval of this request subject to the following conditions:

Conditions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit A. To the extent that the site plan depicts a tract of land other than the Property, the site plan shall be of no force or effect.

Letters of Objection:

Staff has not received any letters of objection as of December 5, 2025.

Attachments:

Application
Site Plan
Maps
Aerial
Site Photo
PowerPoint Presentation

Attachments:

A. ORDINANCE W/EXH - Z-25-0458.PDOC,TD to Amended PDOC,TD Ord w Exh
B. Z-25-0458, Combined Docs (1)
C. CC - 1605 W Illinois Ave Amended PD

Landon Ochoa, Development Services	Created/Initiated - 12/5/2025
Landon Ochoa, Development Services	Approved - 12/5/2025
Elizabeth Triggs, Development Services	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/5/2025
Jose Ortiz, City Manager	Approved - 12/5/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 68, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER AND TRANSITION DISTRICT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER AND TRANSITION DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST ILLINOIS AVE, APPROXIMATELY 130 FEET WEST OF NORTH I STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 3, Block 68, West End Addition, City and County of Midland, Texas (the "Property"), to an amended PD, Planned Development District for an Office Center and Transition District and adopting a site plan therefor, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for an Office Center and Transition District to an amended PD, Planned Development District for an Office Center and Transition District.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the O-1, Office District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

> That the Property shall significantly conform to the site plan attached hereto as Exhibit A. To the extent that the site plan depicts a tract of land other than the Property, the site plan shall be of no force or effect.

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., 2025; 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., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

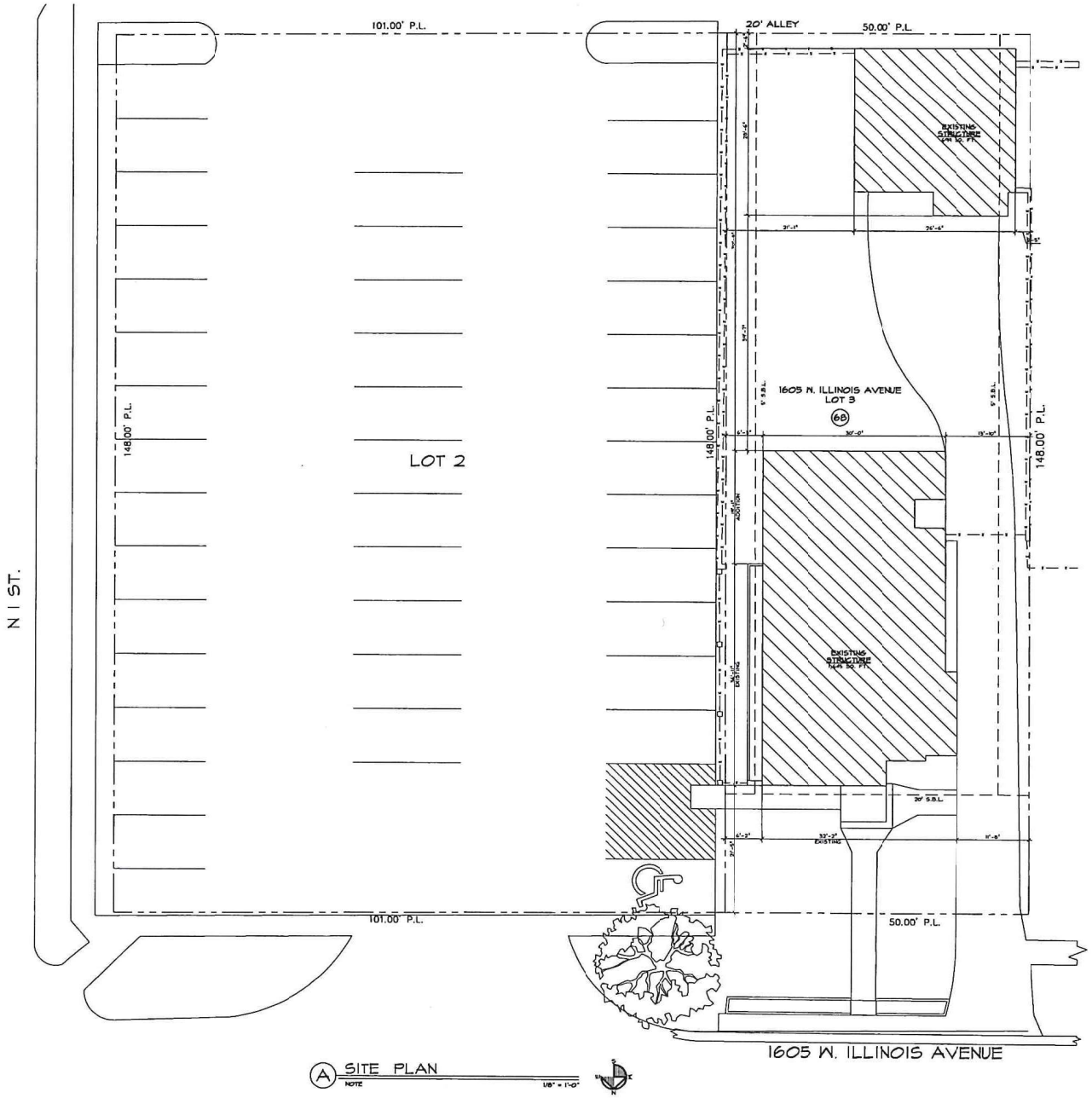
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A


101.00' P.L.
20' ALLEY
50.00' P.L.
N I ST.
148.00' P.L.
LOT 2
1605 N. ILLINOIS AVENUE
LOT 3
EXISTING STRUCTURE
148.00' P.L.
101.00' P.L.
50.00' P.L.
1605 W. ILLINOIS AVENUE
A SITE PLAN
NOTE
1/8" = 1'-0"
1605 W. ILLINOIS AVE
SITE PLAN FOR:
GREENWOOD
TEXAS
DRAWN BY: JAH
DRAFTING & DESIGN
P.O. BOX 7452, MIDLAND, TX. 79708
CELL: (432) 425-5247
EMAIL: jmartink@gmail.com
S-1

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Lacey Baroussett		Phone (432) 269-9851 Email thegoldenwhisk cookies@gmail.com	
Address 2502 Standolind	City Midland	State TX	Zip 79705

Property Owner Printed Name: Gary M. Glasscock		Phone (432) 553-5058 Email frontdesk2@etgaar.com	
Address 203 W. Wall #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: 1605 W. Illinois

Legal Description
Lot: 3 Block: 68 Subdivision: West End Addition

Current Zoning: residential

Proposed Zone: amended PD
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Open a small bakery

Present Use of Property: residence

Proposed Use of Property: bakery

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: several properties in the area are now commercial as well

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): Lacey Bavousett	Date: 12/5/2025
Applicant (printed): Lacey Bavousett	
Property Owner (signature):	Date: 12/5/2025
Property Owner (printed) : Gary Glasscock	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

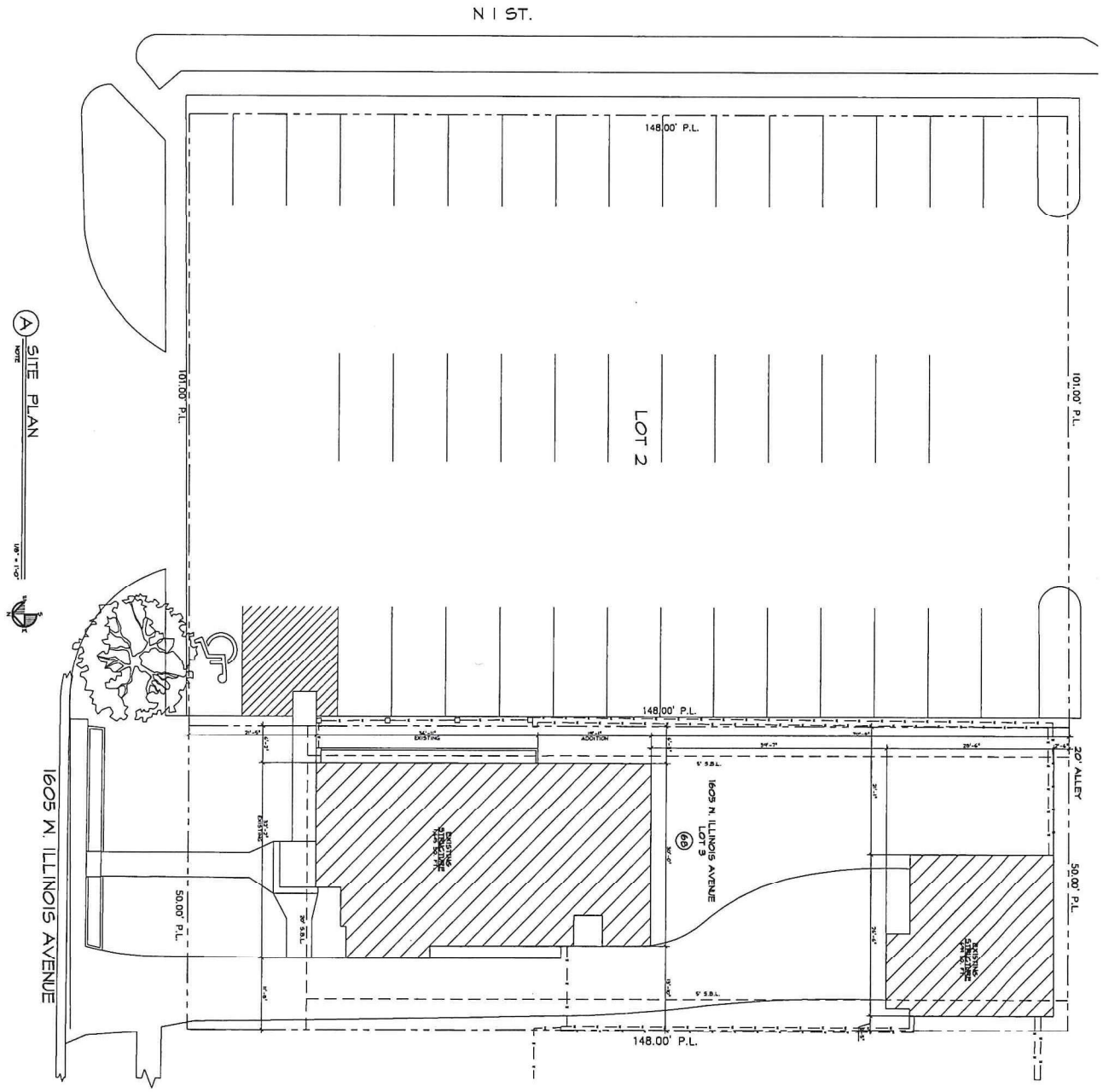
☐ Property Owner Authorization ☐ Dimensioned Site Plan

☐ Application Fee ☐ Plans in Digital Format (PDF/JPEG)

Check #_____

Received By: Date:

****Application will not be considered for scheduling until reviewed by a planner.****



SHEET NO. S-1 OF 15 SHEETS

BY: DRAFTING & DESIGN
P.O. BOX 7452 MIDLAND, TX. 79708
CELL: (432) 425-5297
EMAIL: jmertink@gmail.com

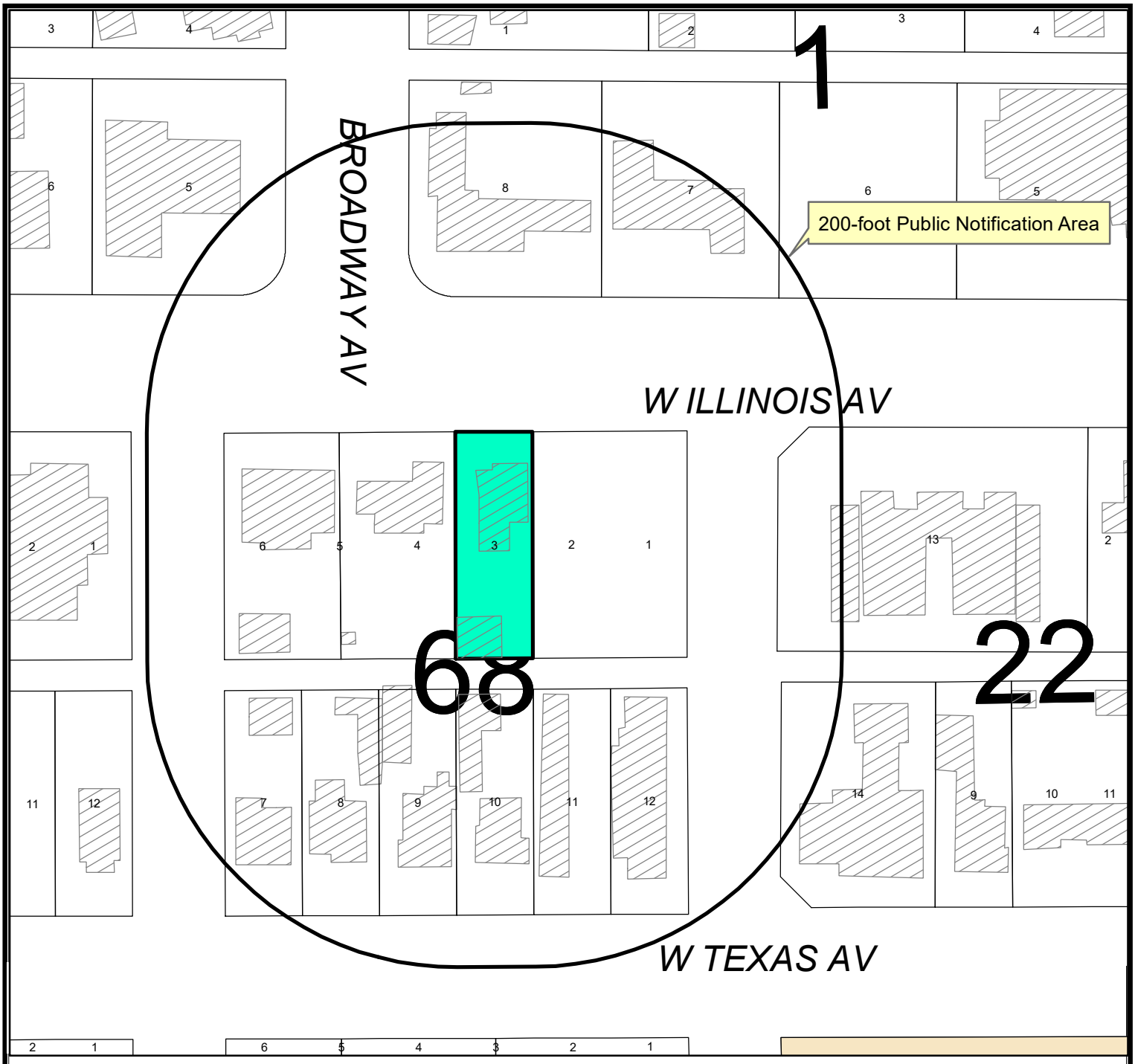
© COPYRIGHT, J M DRAFTING & DESIGN 2025 FEDERAL COPYRIGHT PROTECTION EXTENDING TO DERIVATIVE PLANS, IS APPLICABLE TO INTENTIONAL OR UNINTENTIONAL INFRINGEMENTS AND CARRIES WITH SPECIFIC STATUTORY DAMAGES BOTH CIVIL AND CRIMINAL. UNAUTHORIZED REPRODUCTION IN ANY PART IS STRICTLY PROHIBITED AND FORBIDDEN.

SITE PLAN FOR:
1605 W. ILLINOIS AVE
1605 W. ILLINOIS AVE
GREENWOOD TEXAS

JOB # JM22062

DATE ISSUED: NOV. 26, 2025
REVISED:

DRAWN BY: JAM



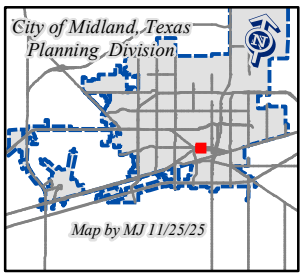
Location Map

Z-25- **Scale: 1" = 93'**

Consider a request by Gary Glasscock for a zone change from PD, Planned Development District for an Office Center and Transition District, to an amended PD, Planned Development District for an Office Center and Transition District on Lot 3, Block 68, West End Addition, City and County of Midland, Texas.
Generally located on the south side of West Illinois Ave, approximately 130 feet west of North I Street. (Council District 3)

LEGEND

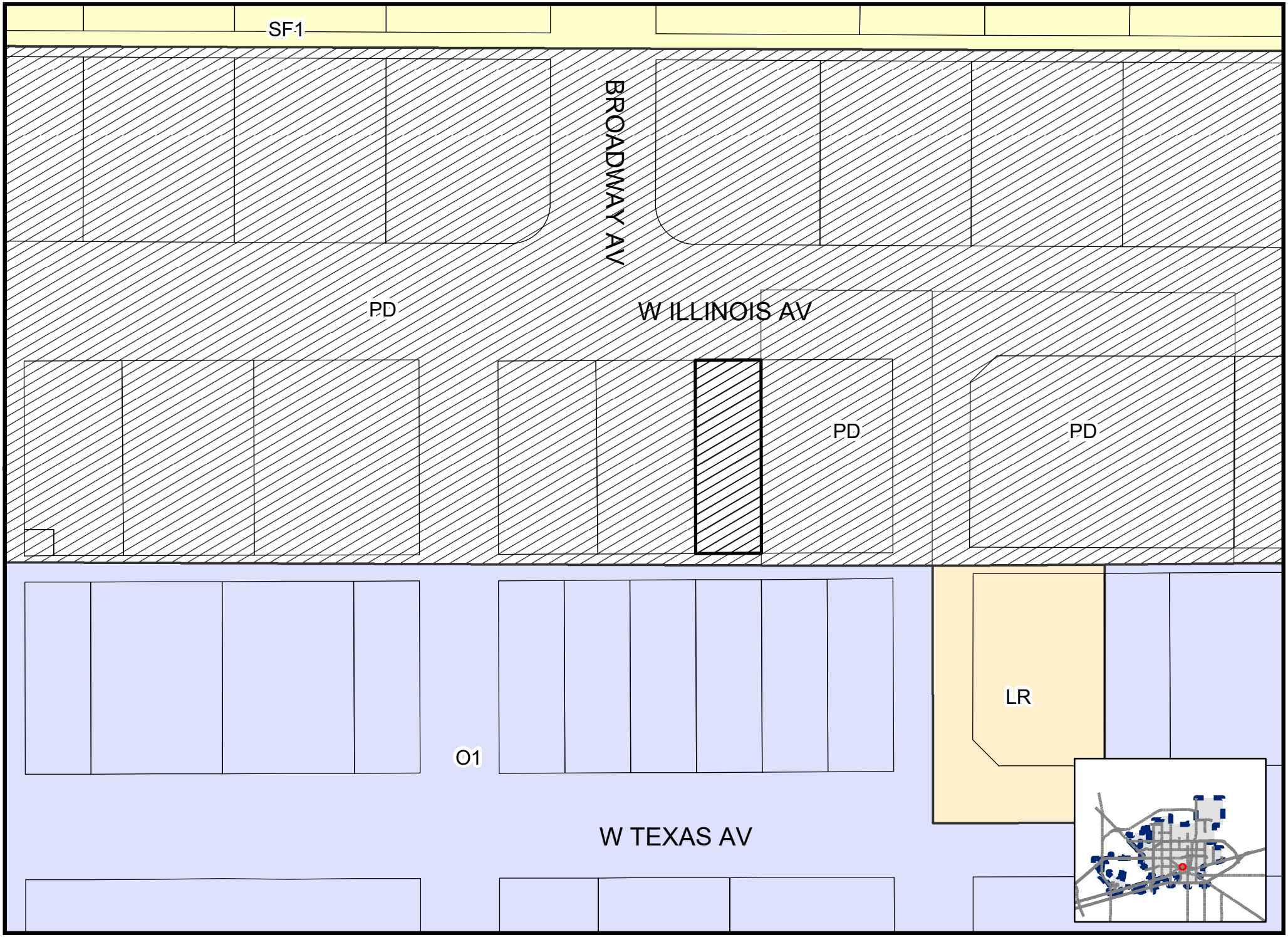
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by MJ 11/25/25

Z-

Scale: 1" = 92'

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 MADE OR ACTIONS TAKEN BY USERS OF THIS

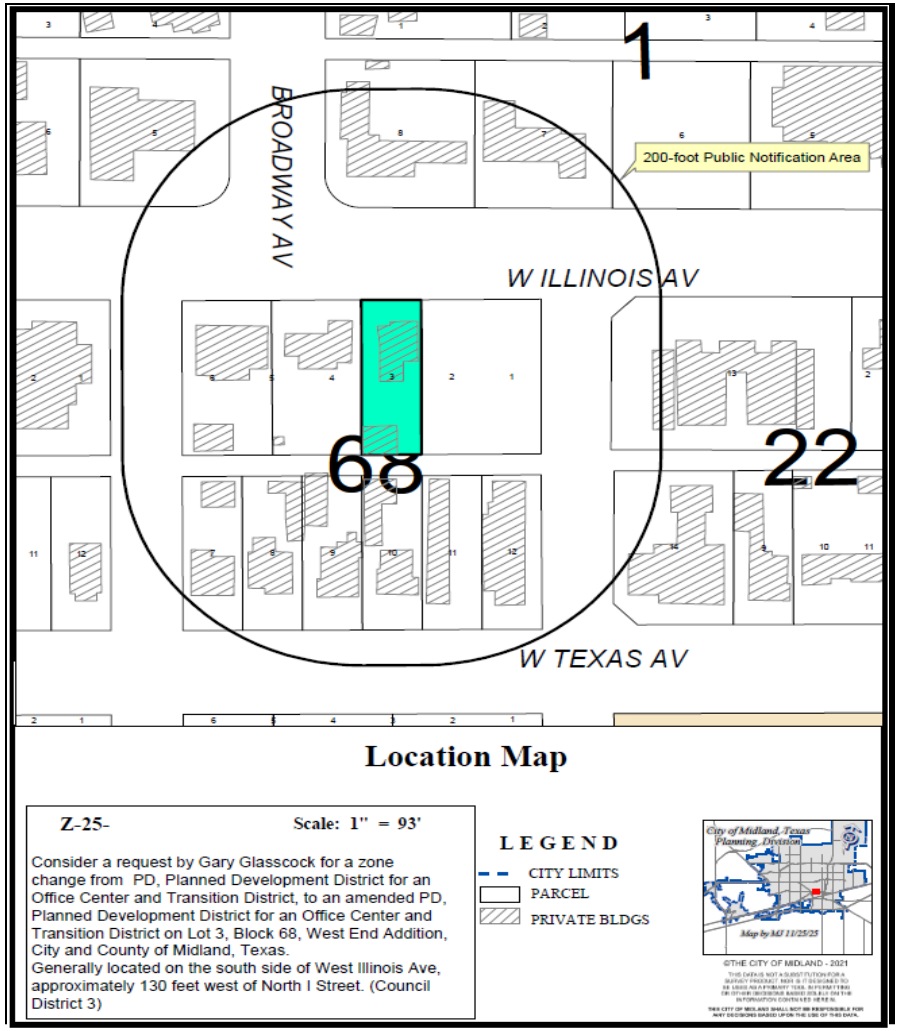

1700
BROADWAY
8
1501
1511
1601
1605
1607
1611
1701
N J
6
N I
1502
1506
1510
201
1602
1604
1606
1608
1610




MIDLAND
Be the Energy!
ITEM
ZONE CHANGE
1605 W ILLINOIS AVE
Visit Our Website
MIDLANDTEXAS.GOV

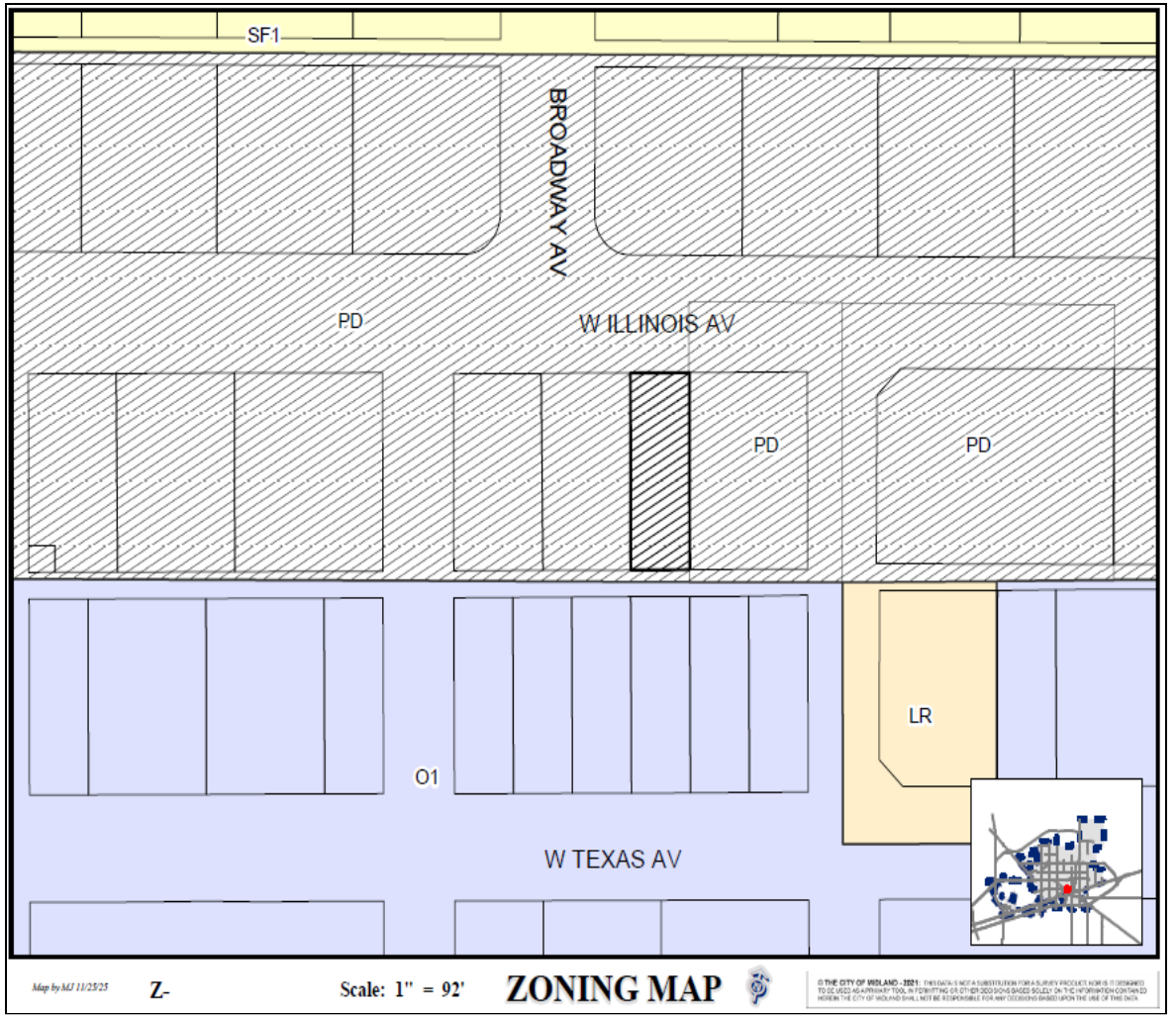
APPLICATION SUMMARY

- **Applicant:** Lacy Bavousett
- **Property Owner:** Gary Glasscock
- **Location:** 1605 W Illinois Ave (District 3)
- **Reason for Request:** Applicant wants to make the existing residence on the property into a bakery



ZONING

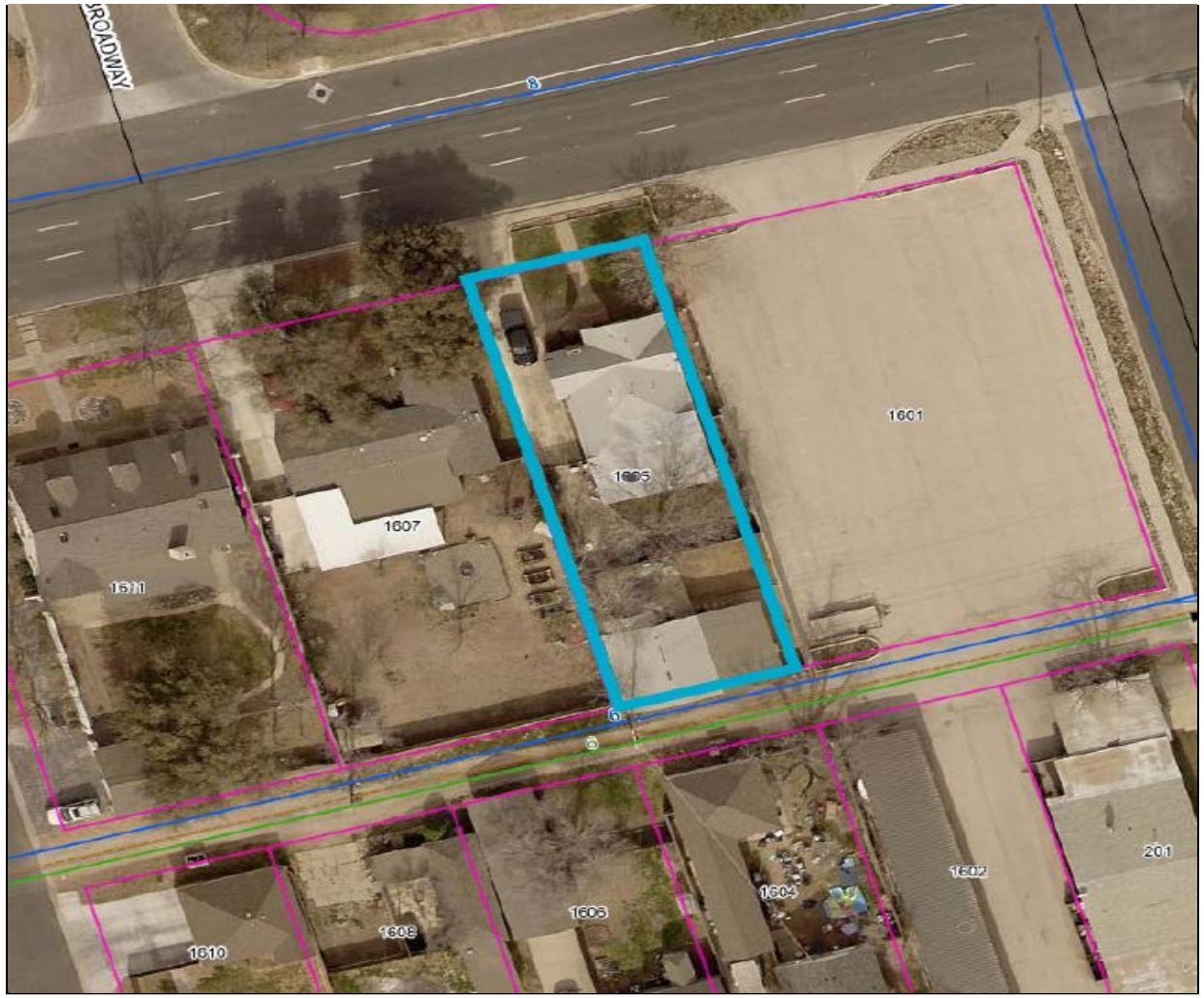
- **Current Zoning:** PD, Planned Development District for Office Center and Transition District
- **Surrounding Zoning:**
  - **North & West:** PD, Planned Development District for Office Center and Transition District
  - **East:** PD, Planned District for a Transition District
  - **South:** O-1, Office District
- **Proposed Zoning:** Amended PD, Planned Development District for Office Center and Transition District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Residence
- **Surrounding Uses:**
  - **North, South, West:** Residences
  - **East:** Parking Lot
- **Proposed Use:** Bakery Shop



MIDLAND
Be the Energy!

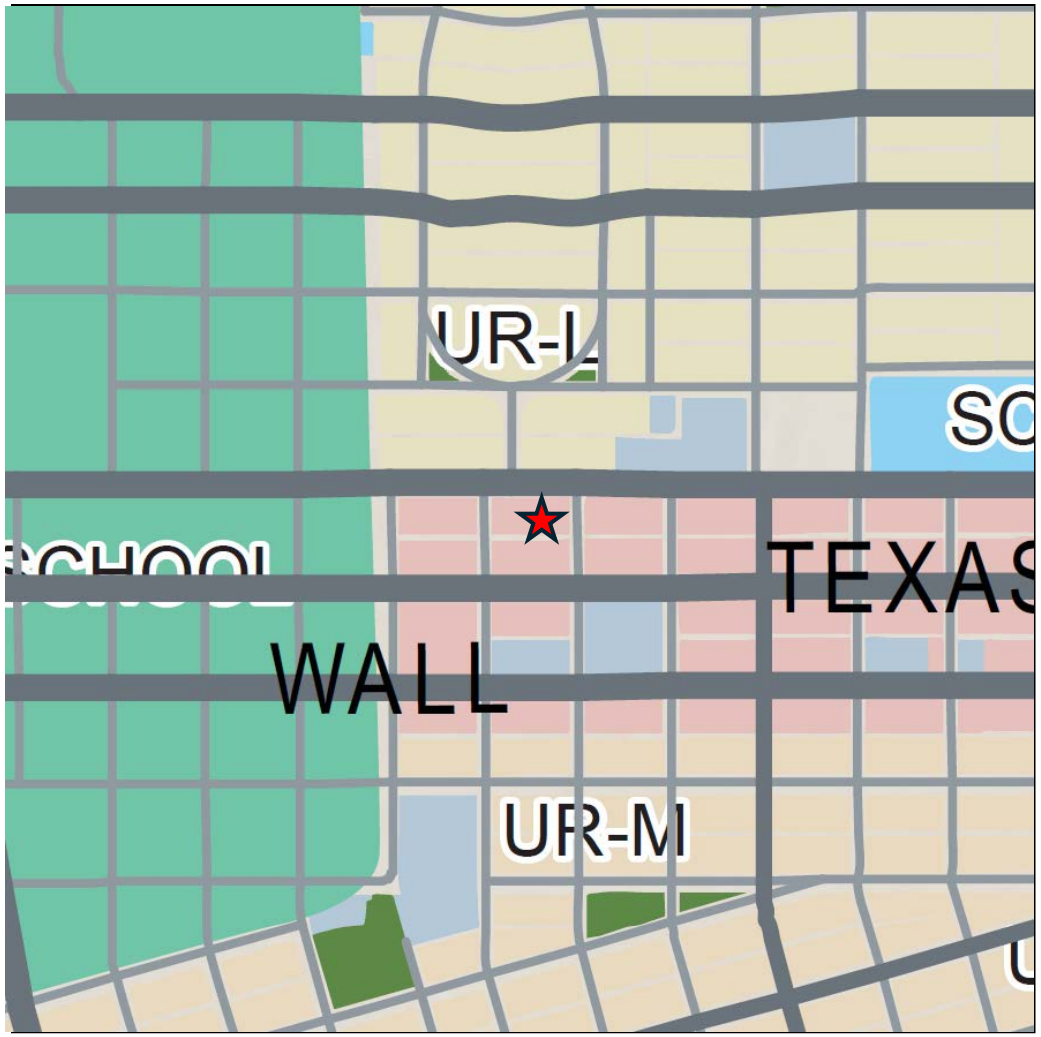


On West Illinois Ave, Looking South

6

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban Medium (U-M)
- **Supported Uses:** Supports a mix of complementary uses both residential and nonresidential
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning & Zoning Commission recommended approval of this request on December 15, 2025.
- Staff recommends approval of this request with the following conditions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit A. To the extent that the site plan depicts a tract of land other than the Property, the site plan shall be of no force or effect.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 48.
Meeting Date: December 16, 2025
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.173-ACRE TRACT OF LAND OUT OF BLOCK 27, MORNINGSIDE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS FROM O-1, OFFICE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MAIN STREET AND WEST SCHARBAUER DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Skyline Civil Group, on behalf of Judy Moreland, is requesting a Zone Change from O-1, Office District to LR, Local Retail District to develop a laundry facility at a property located at 2200 North Main Street.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

O-1, Office District

Surrounding Zoning and Land Use:

The property to the north is zoned O-1, Office District, and is vacant land. The property to the east is zoned SF-2, Single-Family Dwelling District, and is a single-family dwelling. The property to the west is zoned O-1, Office District and is a childcare facility. The property to the south is zoned LR, Local Retail District, and is vacant land.

Analysis:

The subject property is located at 2200 North Main Street and is currently zoned O-1, Office District. Skyline Civil Group, on behalf of Judy Moreland, is seeking a zone change to LR, Local Retail District, in order to open a laundry facility. A laundry facility is not a permitted use for the O-1, Office District, which is why a zone change is needed. Approval of the rezone would allow the applicant to operate their business of fabrics and linens cleaning shop under the Laundry, Dry-Cleaning Drop-Off/Pick-Up use, which is a permitted use in the LR, Local Retail District zoning, while still staying away from introducing an intense zoning district such as C, Commercial District to an area surrounded by residential and lower-dense zoning districts. The business will be required to have a masonry screening wall where the site directly abuts residential.

This is consistent with the Tall City Tomorrow Future Land Use Plan, Chapter 3; which designated this area as U-M, Urban Medium. This designation calls for any single-family dwelling district, townhouse district, office district, and local retail district.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant’s information only.]

No objection to zone change. [For the Applicant’s information only.]

Planning: (Approved)

Staff recommends approval of this Zone Change from O-1, Office District to LR, Local Retail

District.

Letters of Objection:

Staff has not received any letters of objection as of December 5, 2025.

Attachments:

A. ORDINANCE W/EXH - Z-25-0444.O-1 to LR Ord
B. Z-25-0444, Combined Files
C. CC- - 2200 N Main St -

Angelina Bettanini, Development Services	Created/Initiated - 12/3/2025
Landon Ochoa, Development Services	Approved - 12/5/2025
Elizabeth Triggs, Development Services	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/6/2025
Jose Ortiz, City Manager	Approved - 12/8/2025
Morris Williams, City Manager	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.173-ACRE TRACT OF LAND OUT OF BLOCK 27, MORNINGSIDE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MAIN STREET AND WEST SCHARBAUER DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 1.173-acre tract of land out of Block 27, Morningside Addition, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, to LR, Local Retail District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from O-1, Office District to LR, Local Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; 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., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

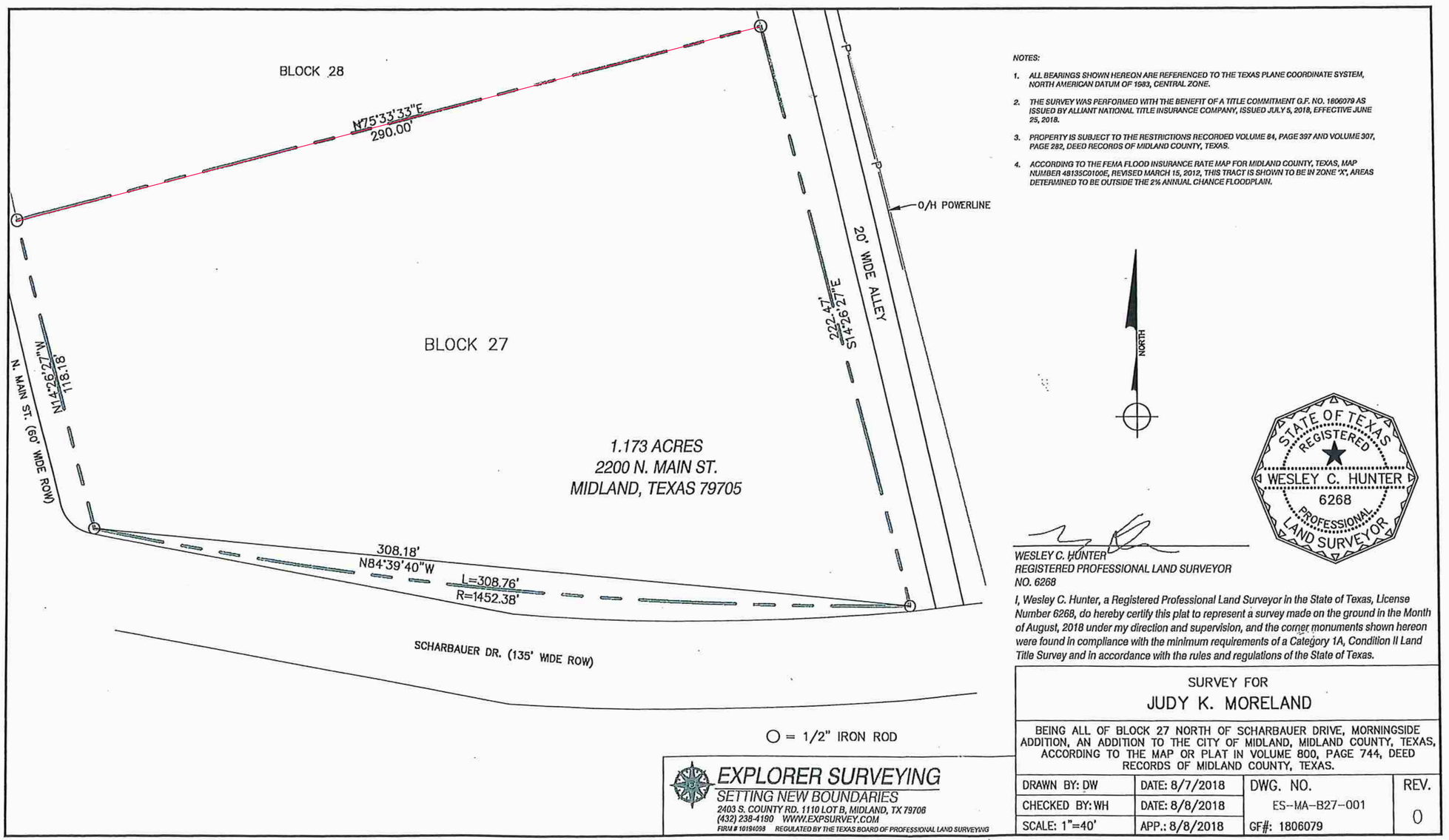
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



NOTES:

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE.
2. THE SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT G.F. NO. 1806079 AS ISSUED BY ALLIANT NATIONAL TITLE INSURANCE COMPANY, ISSUED JULY 5, 2018, EFFECTIVE JUNE 25, 2018.
3. PROPERTY IS SUBJECT TO THE RESTRICTIONS RECORDED VOLUME 84, PAGE 397 AND VOLUME 307, PAGE 282, DEED RECORDS OF MIDLAND COUNTY, TEXAS.
4. ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP FOR MIDLAND COUNTY, TEXAS, MAP NUMBER 48135C0100E, REVISED MARCH 15, 2012, THIS TRACT IS SHOWN TO BE IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE FLOODPLAIN.

STATE OF TEXAS
REGISTERED
WESLEY C. HUNTER
6268
PROFESSIONAL
LAND SURVEYOR

WESLEY C. HUNTER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6268

I, Wesley C. Hunter, a Registered Professional Land Surveyor in the State of Texas, License Number 6268, do hereby certify this plat to represent a survey made on the ground in the Month of August, 2018 under my direction and supervision, and the corner monuments shown hereon were found in compliance with the minimum requirements of a Category 1A, Condition II Land Title Survey and in accordance with the rules and regulations of the State of Texas.

EXPLORER SURVEYING
SETTING NEW BOUNDARIES
2403 S. COUNTY RD. 1110 LOT B, MIDLAND, TX 79706
(432) 238-4190 WWW.EXPSURVEY.COM
FIRM # 10194093 REGULATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING

SURVEY FOR
JUDY K. MORELAND

BEING ALL OF BLOCK 27 NORTH OF SCHARBAUER DRIVE, MORNINGSIDE ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT IN VOLUME 800, PAGE 744, DEED RECORDS OF MIDLAND COUNTY, TEXAS.

DRAWN BY: DW	DATE: 8/7/2018	DWG. NO. ES--MA-B27--001	REV. 0
CHECKED BY: WH	DATE: 8/8/2018		
SCALE: 1"=40'	APP.: 8/8/2018	GF#: 1806079	

EXHIBIT A

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Stephen T. Marcum		Phone (432) 685 1226 Email smarcum@skylinecivilgroup.com	
Address 3323 N. Midland Drive; STE 113-166	City Midland	State TX	Zip 79707

Property Owner Printed Name: Judy Moreland		Phone (432) 685 1226 Email 432 685 1226	
Address 1403 Golf Course Road	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Skyline Civil Group Printed Name: Stephen T. Marcum		Phone (432) 685 1226 Email smarcum@skylinecivilgroup.com	
Address Same as Above	City	State	Zip

Street Address: 2200 N. Main Street; Midland, TX

Legal Description
Lot: Portion of Block: 27 Subdivision: Morningside

Current Zoning: O1	**Proposed Zone:** LR *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To allow a Commercial Laundry Facility

Present Use of Property: Vacant

Proposed Use of Property: Commercial Laundry Facility

How would this zone change affect the public health, safety and welfare? N/A - no concerns about public safety

Sonshine Laundry will employee higher skilled special needs young people, and will be a great benefit to the community.

Describe how conditions affecting the property have changed since present zoning designation: No change, has remained vacant, O1 Zoning mainly adjacent / SF2 to east, screening required likely per code.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Stephen T. Marcum	Date 08.15.25
Applicant (printed): Stephen T. Marcum	
Property Owner (signature): Judy Moreland	Date: 08.15.25
Property Owner (printed) : Judy Moreland	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Stephen T. Marcum who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Judy Moreland, 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 16th day of August, 2025, to certify which witness my hand and seal of office.

JOYCE LYNN SPARGUR
Notary ID #134446599
My Commission Expires
July 11, 2027

NOTARY PUBLIC, ~~MIDLAND~~ Lubbock COUNTY, TEXAS

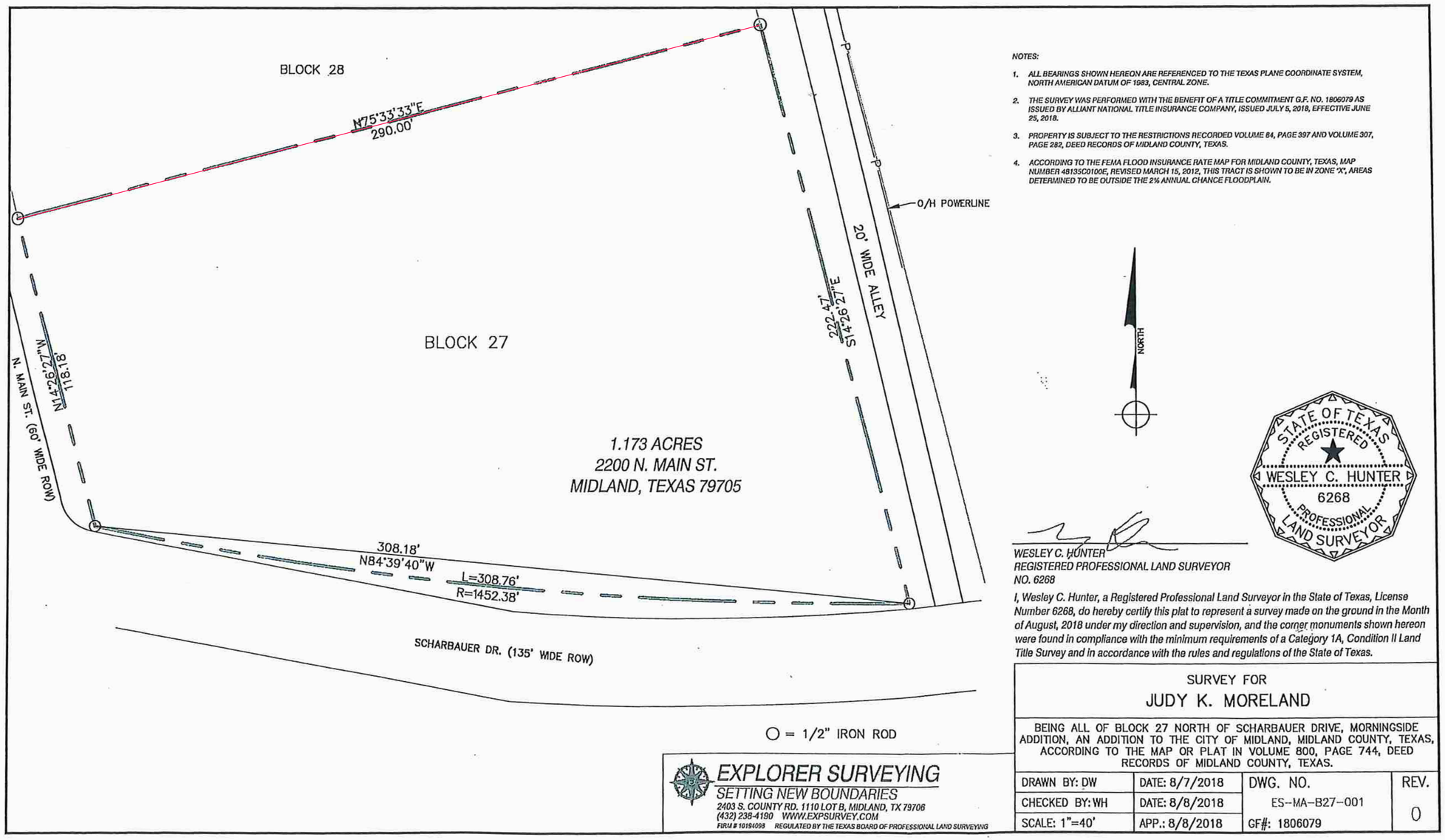
FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 5624
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By: BM

Date: RECEIVED
AUG 19 2025
Initial: BM

****Application will not be considered for scheduling until reviewed by a planner.****



NOTES:

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE.
2. THE SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT G.F. NO. 1806079 AS ISSUED BY ALLIANT NATIONAL TITLE INSURANCE COMPANY, ISSUED JULY 5, 2018, EFFECTIVE JUNE 25, 2018.
3. PROPERTY IS SUBJECT TO THE RESTRICTIONS RECORDED VOLUME 84, PAGE 397 AND VOLUME 307, PAGE 282, DEED RECORDS OF MIDLAND COUNTY, TEXAS.
4. ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP FOR MIDLAND COUNTY, TEXAS, MAP NUMBER 48135C0100E, REVISED MARCH 15, 2012, THIS TRACT IS SHOWN TO BE IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE FLOODPLAIN.

STATE OF TEXAS
REGISTERED
WESLEY C. HUNTER
6268
PROFESSIONAL
LAND SURVEYOR

WESLEY C. HUNTER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6268

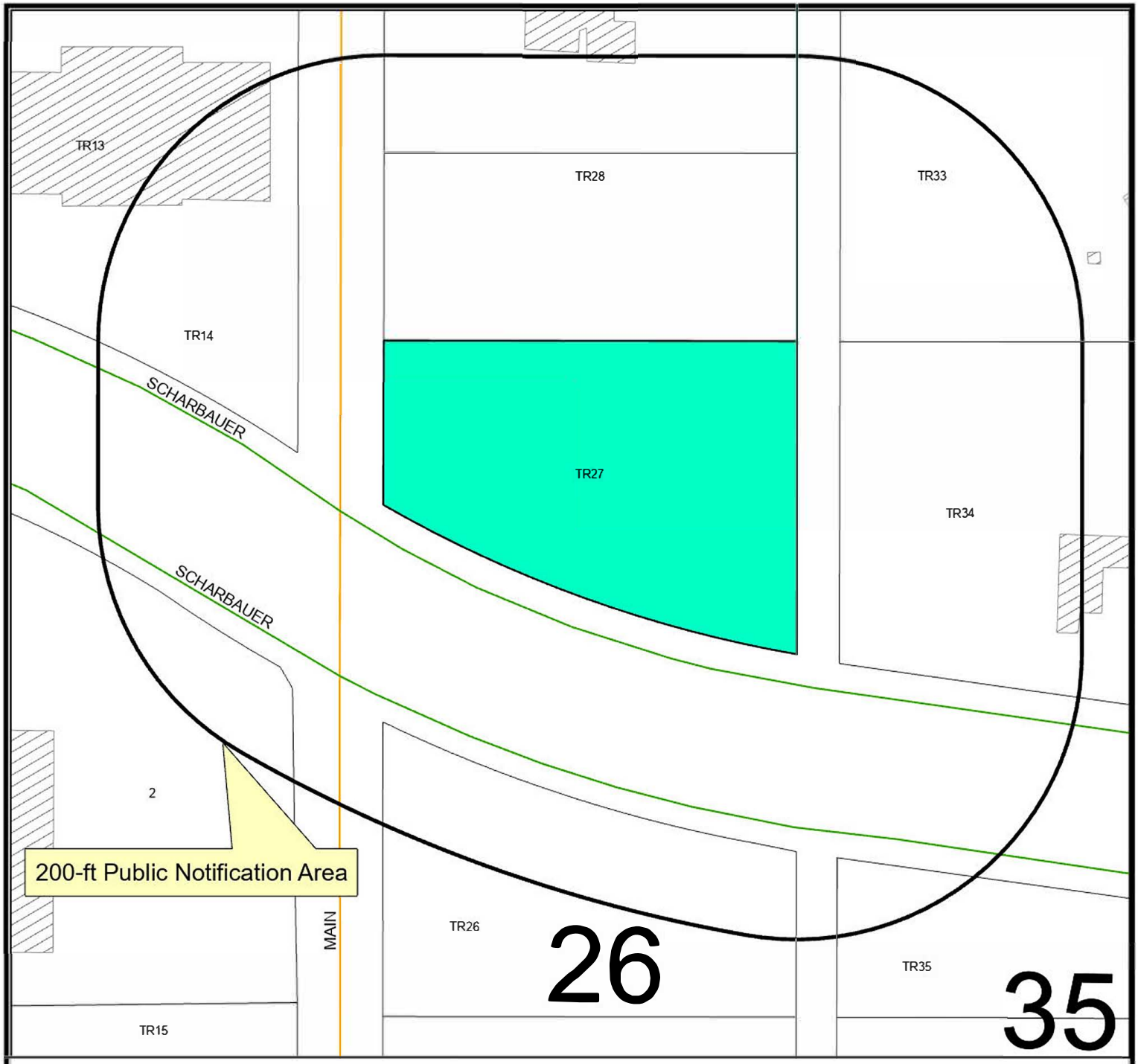
I, Wesley C. Hunter, a Registered Professional Land Surveyor in the State of Texas, License Number 6268, do hereby certify this plat to represent a survey made on the ground in the Month of August, 2018 under my direction and supervision, and the corner monuments shown hereon were found in compliance with the minimum requirements of a Category 1A, Condition II Land Title Survey and in accordance with the rules and regulations of the State of Texas.

EXPLORER SURVEYING
SETTING NEW BOUNDARIES
2403 S. COUNTY RD. 1110 LOT B, MIDLAND, TX 79706
(432) 238-4190 WWW.EXPSURVEY.COM
FIRM # 10194098 REGULATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING

SURVEY FOR
JUDY K. MORELAND

BEING ALL OF BLOCK 27 NORTH OF SCHARBAUER DRIVE, MORNINGSIDE ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT IN VOLUME 800, PAGE 744, DEED RECORDS OF MIDLAND COUNTY, TEXAS.

DRAWN BY: DW	DATE: 8/7/2018	DWG. NO.	REV.
CHECKED BY: WH	DATE: 8/8/2018	ES--MA-B27-001	0
SCALE: 1"=40'	APP.: 8/8/2018	GF#: 1806079	



Location Map

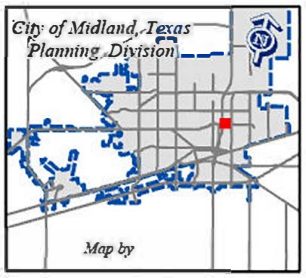
Z-25-0444 **Scale: 1" = 100 '**

Consider a request by Skyline Civil Group, on behalf of Judy Moreland, for a Zone Change from O-1, Office District, to LR, Local Retail District, on a 1.173-acre tract of land out of Block 27, Morningside Addition, City and County of Midland, Texas.

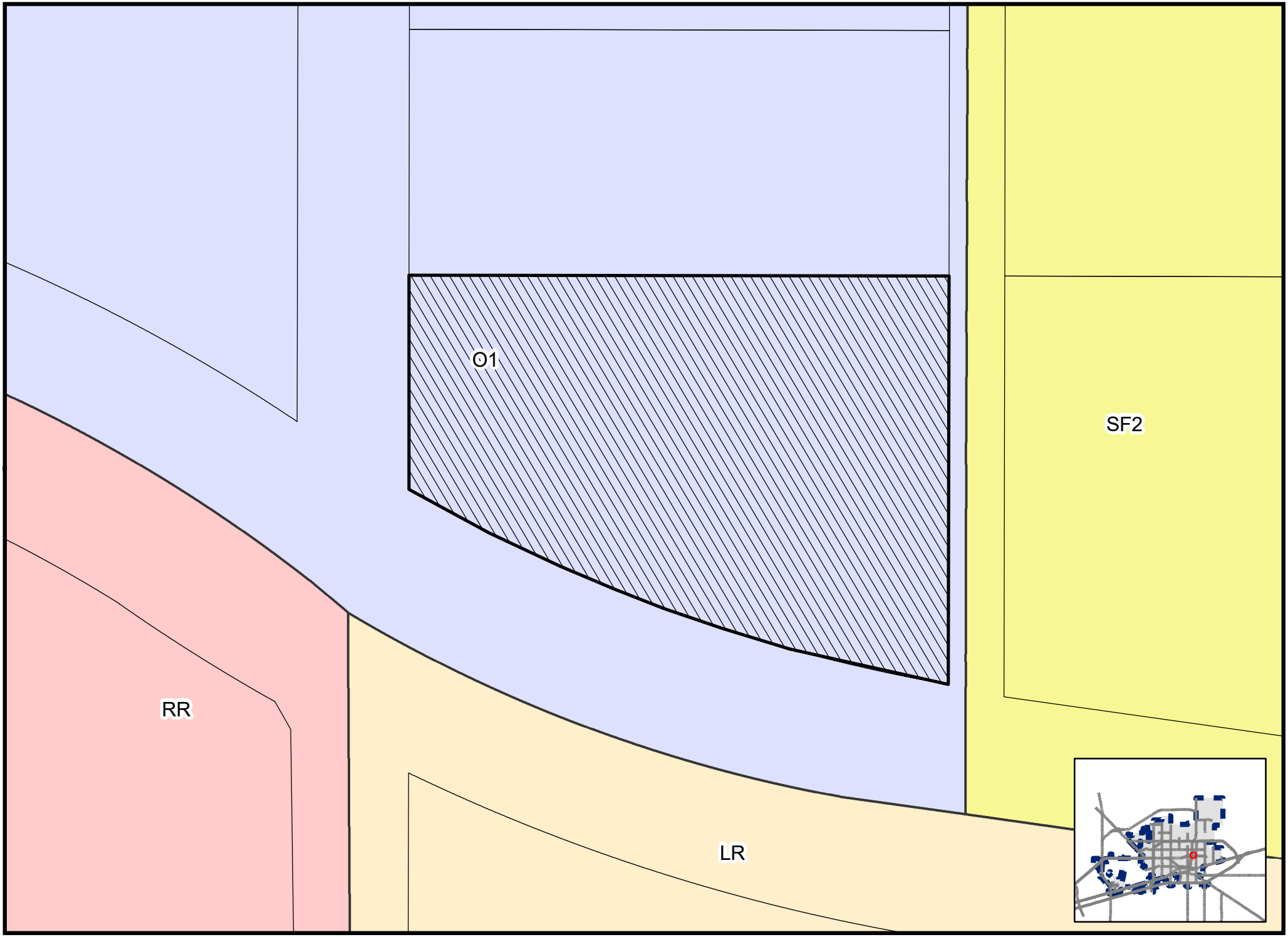
Generally located at the Northeast corner of North Main Street and West Scharbauer Drive. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



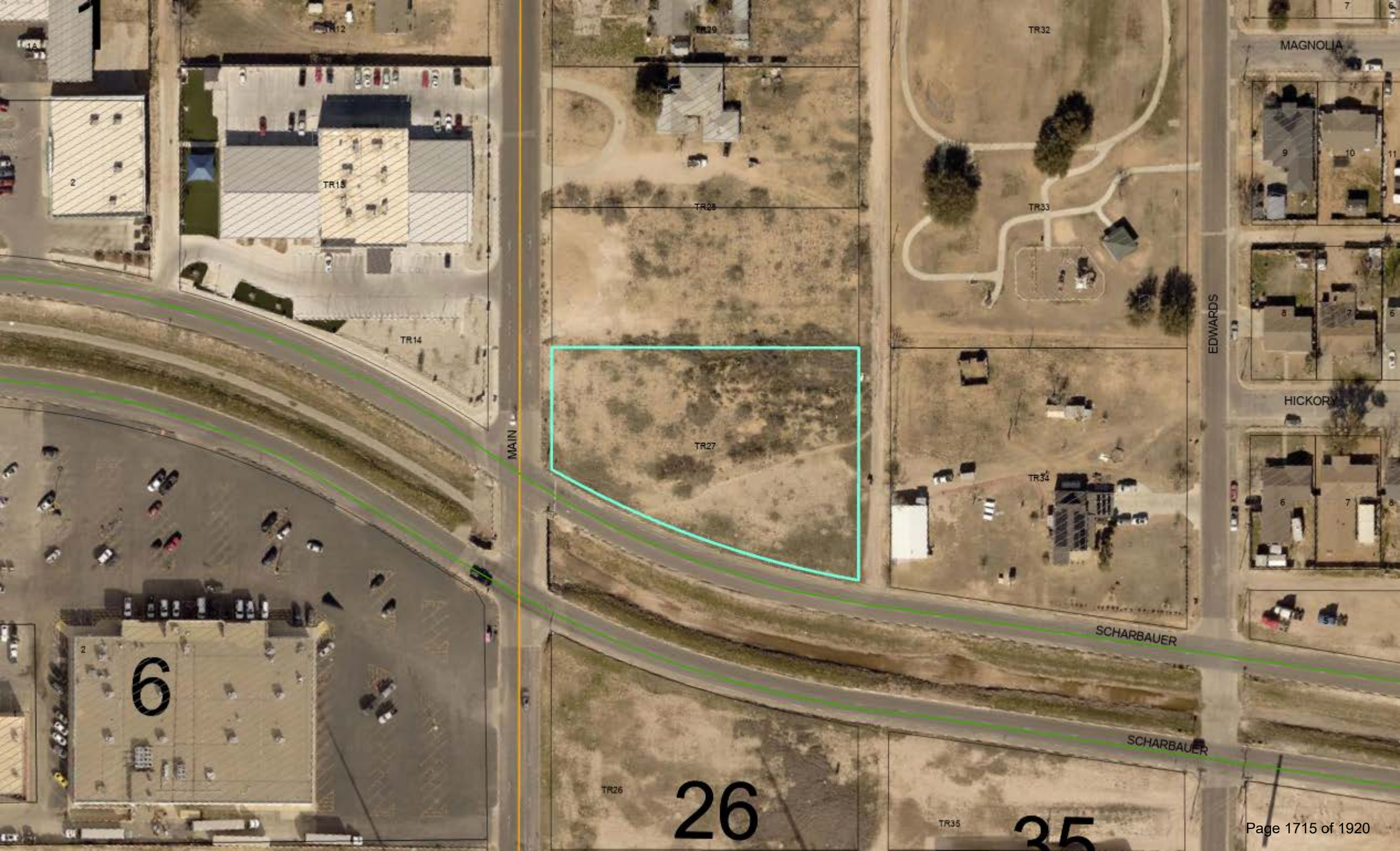
Map by BM, 11/25/2025

Z-25-0444

Scale: 1" = 65'

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 DE

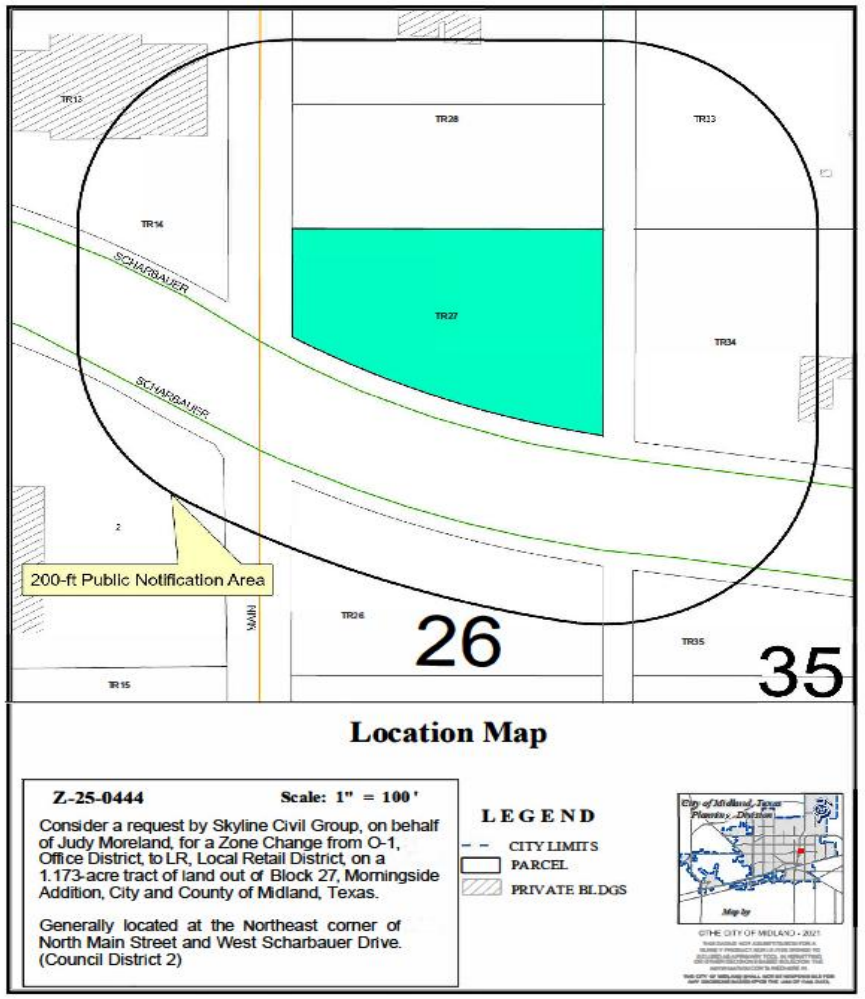

MAIN
EDWARDS
SCHARBAUER
SCHARBAUER
MAGNOLIA
HICKORY
TR12
TR13
TR14
TR27
TR28
TR29
TR32
TR33
TR34
TR26
TR35
26
35
6


DO NOT
ENTER


MIDLAND
Be the Energy!
ZONE CHANGE
2200 NORTH MAIN STREET
Visit Our Website
MIDLANDTEXAS.GOV

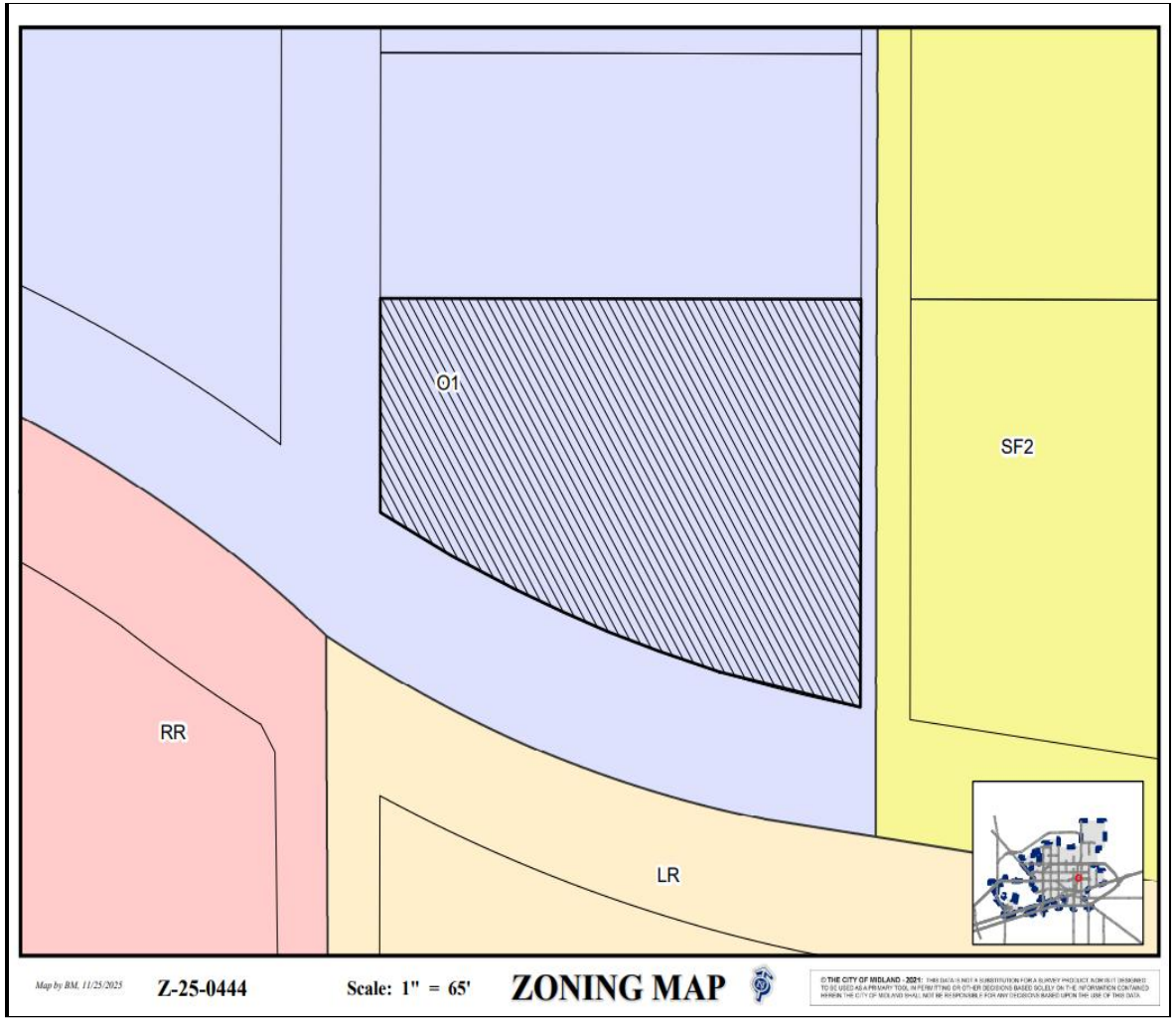
APPLICATION SUMMARY

- **Representative:** Stephen Marcum, with Skyline Civil Group
- **Property Owner:** Judy Moreland
- **Location:** 2200 North Main Street (Council District 2)
- **Reason for Request:** To develop a laundry facility



ZONING

- **Current Zoning:** O-1, Office District
- **Surrounding Zoning:**
  - **North & West:** O-1, Office District
  - **East:** SF-2, Single-Family Dwelling District
  - **South:** LR, Local Retail District
  - **Proposed Zoning:** LR, Local Retail District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North & South:** Vacant Land
  - **West:** Childcare Facility
  - **East:** Single-Family Housing
- **Proposed Use:** Laundry Facility



MIDLAND
Be the Energy!



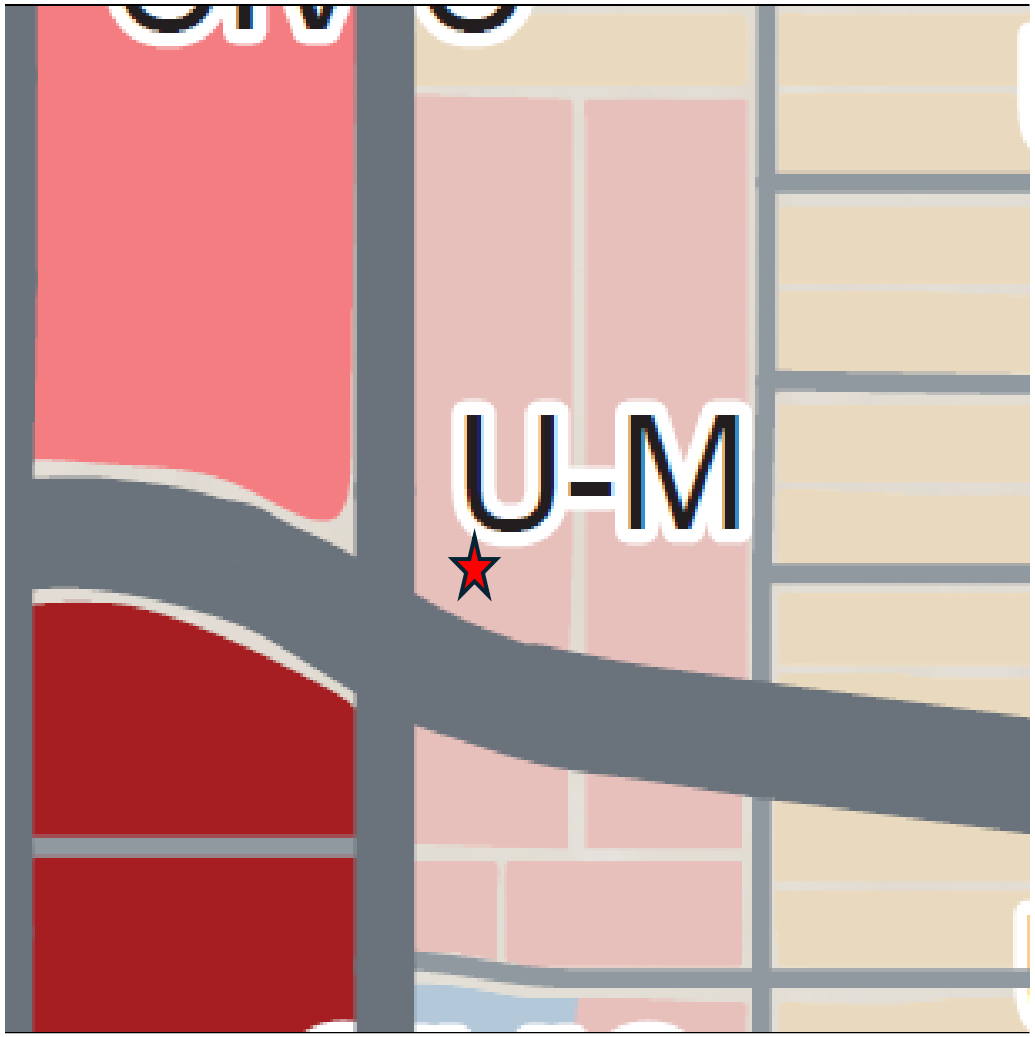
On North Main Street, Looking East

5

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-Medium (U-M)
- **Supported Uses:** Supporting uses include a mix of residential use, schools, churches, and low-dense commercial.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

STAFF'S RECOMMENDATION

- The Planning and Zoning Commission approved of this request on December 1, 2025.
- No objections were received.
- Staff recommends approval of this request.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 49.
Meeting Date: December 16, 2025
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 24.091-ACRE TRACT OF LAND OUT OF SECTIONS 3 AND 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND BP, I-20 BUSINESS PARK DISTRICT, IN PART, TO BP, I-20 BUSINESS PARK DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST INTERSTATE 20 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

Purpose:
Parkhill, on behalf of MPDC Parent Holdings, LLC, is requesting a Zone Change from RR, Regional Retail District, in part, and BP, I-20 Business Park District, in part, to BP, I-20 Business Park District, to build a gas station, car wash, and a truck stop at the intersection of West Interstate 20 Frontage Road and Rankin Highway.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

RR, Regional Retail District, in part, and BP, I-20 Business Park District, in part

Surrounding Zoning and Land Use:

The properties to the north and east are zoned RR, Regional Retail District. Land use to the north is Interstate 20, to the east is a gas station. The properties to the south are zoned C,

Commercial District and the land use consists of various stores and automotive repair shops. The property to the west is zoned BP, I-20 Business Park District and is vacant land.

Analysis:

The subject property is located at the intersection of West Interstate 20 and Rankin Highway. The property is currently zoned RR, Regional Retail District, in part, and BP, I-20 Business Park District, in part. The applicant is seeking this zone change to BP, I-20 Business Park District in order to construct a gas station, car wash, and truck stop. Approving this zone change would place the property under one consistent zoning, with clear regulations, rather than the two different zoning for the property currently.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as a Business Park I-20. This supports business park district and regional retail district zoning.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

Driveway permitting within city limits on I-20, LP 250, SH 191, and FM 1788 is under the jurisdiction of TxDOT. A copy of an approved TxDOT driveway permit must be provided to the City with the building permit application before a City building permit can be issued.

Planning: (Approved)

Staff recommends approval of this Zone Change from RR, Regional Retail District, in part, and BP, I-20 Business Park District, in part to BP, I-20 Business Park District.

Letters of Objection:

Staff has not received any letters of objection as of December 5, 2025.

Attachments:

A. ORDINANCE W/EXH - Z-25-0450.RR & BP to BP Ord w Exh
B. Z-25-0450, Combined Docs
C. CC - - 803 Wi20

Angelina Bettanini, Development Services	Created/Initiated - 12/3/2025
Landon Ochoa, Development Services	Approved - 12/5/2025
Elizabeth Triggs, Development Services	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/8/2025
Jose Ortiz, City Manager	Approved - 12/8/2025
Morris Williams, City Manager	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 24.091-ACRE TRACT OF LAND OUT OF SECTIONS 3 AND 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND BP, I-20 BUSINESS PARK DISTRICT, IN PART, TO BP, I-20 BUSINESS PARK DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST INTERSTATE 20 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 a 24.091-acre tract of land out of Sections 3 and 10, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, to BP, I-20 Business Park District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from RR, Regional Retail District, in part, and BP, I-20 Business Park District, in part, to BP, I-20 Business Park District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; 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., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

Parkhill

EXHIBIT A

A 24.091-ACRE RE-ZONING TRACT
IN SECTION 3 & 10, BLOCK 39, T-2-S
T.&P. RR. CO. SURVEY, ABSTRACT NO. 181 & ABSTRACT NO. 670
MIDLAND COUNTY, TEXAS

A 24.091-acre re-zoning tract in Section 3, Block 39, T-2-S, T.&P. RR. Co. Survey, Abstract No. 181 and Section 10, Block 39, T-2-S, T.&P. RR. Co. Survey, Abstract No. 670 in Midland County, Texas, being all of that certain 5.95-acre tract and all of that certain 17.22-acre tract conveyed to MPDC Parent Holdings, LLC described in a special warranty deed recorded in Document No. 2019-3543 of the Official Public Records of Midland County, Texas and further described in a special warranty deed recorded in Document No. 2018-26467 of said Official Public Records, all of Lot 1, Block 5, South 349 Acres, Section 4, an addition to the City of Midland according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet "F", Page 71 of the Plat Records of Midland County, Texas, a portion of that certain 1.95-acre tract conveyed to MPDC Parent Holdings, LLC describe in said special warranty deed recorded in Document No. 2019-3543 and further described in a warranty deed recorded in Document No. 2018-11133 of said Official Public Records, a portion of that certain 0.931-acre tract conveyed to MPDC Parent Holdings, LLC described in a special warranty deed recorded in Document No. 2019-3545 of said Official Public Records and further described in Document No. 2018-22752 of said Official Public Records, and a portion of that certain 5.34-acre tract described in said special warranty deed recorded in Document No. 2019-3543 and further described in a warranty deed recorded in Document No. 2016-8479 of said Official Public Records, all of that certain 50-foot by 50-foot, Save and Except, tract conveyed to The Lamar Companies described in said special warranty deed recorded in Document No. 2019-3543 and further described in Volume 2409, Page 242 of said Official Public Records, all of that certain 40-foot wide tract conveyed to the City of Midland, Texas described in a dedication deed recorded in Volume 902, Page 485 of the Deed Records of Midland County, Texas, a portion of that certain 14.487-acre tract conveyed to Midland-Petro D.C. Partners, LLC described in a warranty deed recorded in Document No. 2016-31158 of said Official Public Records, and a portion of that certain tract conveyed to C & C Coating, Inc. and S. E. Etheredge described in a warranty deed recorded in Volume 548, Page 683 of the Deed Records of Midland County, Texas; said 24.091-acre re-zoning tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on May 28, 2025:

BEGINNING at a point in the right-of-way limits of Interstate Highway 20, for the northwest corner hereof, said beginning point having coordinates of NORTHING: 10,684,514.29 and EASTING: 1,754,054.47, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983, and from which the southwest corner of said Section 3 bears *South 14 degrees 53 minutes 28 seconds East* a distance of 280.02 feet and *South 75 degrees 36 minutes 15 seconds West* a distance of 2493.70 feet;

(1) THENCE *North 75 degrees 45 minutes 08 seconds East* a distance of 170.40 feet crossing said Interstate Highway 20 to a point for a corner hereof;

(2) THENCE *South 14 degrees 53 minutes 28 seconds East* a distance of 28.92 feet crossing said Interstate Highway 20 to a point in the south line of said Interstate Highway 20 and the north line of said 5.34-acre tract, for a corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for the northwest corner of said 5.34-acre tract bears *South 75 degrees 29 minutes 56 seconds West* a distance of 25.13 feet;

(3) THENCE *North 75 degrees 29 minutes 56 seconds East* along the south line of said Interstate Highway 20 and the north line of said 5.34-acre tract, at a distance of 336.14 feet pass a 1/2-inch iron rod found at the northeast corner of said 5.34-acre tract and the northwest corner of said Lot 1, Block 5, continuing along the south line of said Interstate Highway 20 and the north line of said Lot 1, Block 5, at a distance of 536.09 feet pass a 1/2-inch iron rod found at the northeast corner of said Lot 1, Block 5 and the northwest corner of said 5.95-acre tract, continuing along the south line of said Interstate Highway 20 and the north line of said 5.95-acre tract in all for a total distance of 1253.86 feet to a 1/2-inch iron rod found at a corner of said Interstate Highway 20 and a corner of said 5.95-acre tract, for a corner hereof;

(4) THENCE *North 89 degrees 29 minutes 16 seconds East* along the south line of said Interstate Highway 20 and the north line of said 5.95-acre tract, at a distance of 421.44 feet pass a "mag" nail found in rock at the northeast corner of said 5.95-acre tract and the northwest corner of said 1.95-acre tract, continuing along the south line of said Interstate Highway 20 and the north line of said 1.95-acre tract in all for a total distance of 615.38 feet to a 1/2-inch iron rod with a plastic cap marked "SCHUMANN" found at a corner of said Interstate Highway 20 and a corner of said 1.95-acre tract, for a corner hereof;

(5) THENCE *North 75 degrees 44 minutes 17 seconds East* along the south line of said Interstate Highway 20 and the north line of said 1.95-acre tract, at a distance of 586.58 feet pass a 2-inch aluminum monument marked "PROPERTY MARKER OIL CO." found at the northeast corner of said 1.95-acre tract and the northwest corner of said 0.931-acre tract, continuing along the south line of said Interstate Highway 20 and the north line of said 0.931-acre tract in all for

a total distance of 754.09 feet to a point at the northwest corner of that certain 0.0373-acre tract conveyed to the State of Texas described in a deed recorded in Document No. 2025-12909 of said Official Public Records, for a corner hereof, and from which a 2-inch aluminum monument marked “TxDOT ROW MONUMENT” found bears *North 49 degrees 49 minutes 45 seconds West* a distance of 0.52 feet and another 2-inch aluminum monument marked “TxDOT ROW MONUMENT” found bears *North 49 degrees 49 minutes 45 seconds West* a distance of 0.52 feet and *North 72 degrees 26 minutes 31 seconds East* a distance of 11.04 feet;

(6) THENCE *South 49 degrees 49 minutes 45 seconds East* a distance of 47.17 feet along the west line of said 0.0373-acre tract to a point at a corner of said 0.0373-acre tract, for a corner hereof, and from which an "X" cut on concrete found at the most easterly northeast corner of said 0.0373-acre tract bears *North 02 degrees 22 minutes 37 seconds East* a distance of 17.85 feet;

(7) THENCE *South 14 degrees 37 minutes 19 seconds East* a distance of 165.51 feet along the west line of said 0.0373-acre tract and the east line of said 0.931-acre tract to a 2-inch aluminum monument marked “TxDOT ROW MONUMENT” found in the south line of said 0.931-acre tract and the north line of said 17.22-acre tract, at a corner of said 0.0373-acre tract, for a corner hereof, and from which a 1/2-inch iron rod found bears *North 75 degrees 44 minutes 46 seconds East* a distance of 4.92 feet;

(8) THENCE *South 17 degrees 31 minutes 57 seconds East* a distance of 105.03 feet along the west line of said 0.0373-acre tract and the east line of said 17.22-acre tract to a 2-inch aluminum monument marked “TxDOT ROW MONUMENT” found in the west line of State Highway 349, at the south corner of said 0.0373-acre tract, a corner of said 17.22-acre tract, the northeast corner of Lot 1, Block 4, South 349 Acres, Section 3, an addition to the City of Midland, Midland County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet “D”, Page 98 of said Plat Records, for a corner hereof, and from which a 1/2-inch iron rod found bears *North 75 degrees 41 minutes 26 seconds East* a distance of 2.04 feet;

(9) THENCE *South 75 degrees 41 minutes 26 seconds West* along the north line of said Lot 1, Block 4 and the south line of said 17.22-acre tract, at a distance of 147.98 feet pass a bent 1/2-inch iron rod found at the northwest corner of said Lot 1, Block 4 and the northeast corner of that certain 0.18-acre tract conveyed to Stripes, LLC described in special warranty deed recorded in Document No. 2018-25184 of said Official Public Records, continuing along the north line of said 0.18-acre tract and the south line of said 17.22-acre tract in all for a total distance of 198.18 feet to a 1/2-inch iron rod found at the northwest corner of said 0.18-acre tract and a corner of said 17.22-acre tract, for a corner hereof;

(10) THENCE *South 14 degrees 01 minutes 38 seconds East* a distance of 162.28 feet along the west line of said 0.18-acre tract and the east line of said 17.22-acre tract to a point in the north line of Lot 1, Block 1, South 349 Acres, an addition to the City of Midland, Midland County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet “C”, Page 8 of said Plat Records, for the southwest corner of said 0.18-acre tract, a corner of said 17.22-acre tract, and a corner hereof, and from which a 1/2-inch iron rod found bears *North 14 degrees 01 minutes 39 seconds West* a distance of 1.61 feet and a 1-inch iron pipe found in the west line of said State Highway 349, at the southeast corner of said Lot 1, Block 4 bears *North 75 degrees 06 minutes 32 seconds East* a distance of 199.96 feet;

(11) THENCE *South 75 degrees 06 minutes 32 seconds West* a distance of 566.21 feet along the north line of said Lot 1, Block 1, the north line of Lot 11 of said Block 1, and the south line of said 17.22-acre tract to a point for a corner hereof, and from which a 1/2-inch iron rod found at the southwest corner of said Lot 1, Block 5 bears *South 75 degrees 06 minutes 32 seconds West* a distance of 1536.21 feet;

(12) THENCE *North 14 degrees 53 minutes 28 seconds West* a distance of 265.00 feet crossing said 17.22-acre tract to a point for a corner hereof;

(13) THENCE *South 75 degrees 06 minutes 32 seconds West* a distance of 1896.99 feet crossing said 17.22-acre tract, said Lot 1, Block 5, and said 5.34-acre tract to a point in the west line of said 5.34-acre tract and the east line of said tract recorded in Volume 548, Page 683, for a corner hereof;

(14) THENCE *South 14 degrees 29 minutes 57 seconds East* a distance of 84.18 feet along the west line of said 5.34-acre tract and the east line of said tract recorded in Volume 548, Page 683 to a point for a corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked “PARKHILL RPLS 6889” set for the southwest corner of said 5.34-acre tract bears *South 14 degrees 29 minutes 57 seconds East* a distance of 180.82 feet;

(15) THENCE *South 75 degrees 33 minutes 14 seconds West* a distance of 141.06 feet crossing said tract recorded in Volume 548, Page 683 to a point for the southwest corner hereof;

(16) THENCE *North 14 degrees 53 minutes 28 seconds West* a distance of 487.89 feet crossing said tract recorded in Volume 548, Page 683 and said 14.487-acre tract to the **POINT OF BEGINNING** containing 24.091 acres for re-zoning tract, more or less.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983. Distances reported hereon are grid. Areas reported hereon are based on calculations made from grid distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those described hereon may affect this tract. This description shall not be used for conveyance purposes and is intended for RE-ZONING use only.

Surveyed by

Franklin Leamons
Registered Professional Land Surveyor #6889
Date: October 7, 2025, Revised November 20, 2025



Texas Registered Surveying Firm # 10194091

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Parkhill - Josh Wallender		Phone ( ) 432.697.1447 Email jwallender@parkhill.com	
Address 1700 W Wall Street	City Midland	State Texas	Zip 79701

Property Owner Printed Name: MPDC PARENT HOLDINGS LLC		Phone ( ) Email	
Address 500 W WALL ST STE 300	City Midland	State Texas	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Printed Name: Josh Wallender		Phone ( ) Email	
Address	City	State	Zip

Street Address: See attached Metes and Bounds

Legal Description
Lot: Block: Subdivision:

Current Zoning: RR and BP

Proposed Zone: BP, I-20 Business Park
(List by tracts if more than one district is requested)

Reason for Zone Change Request: to place the property under one zoning.

Present Use of Property: Vacant Property

Proposed Use of Property: Commercial Development, Gas Station / Truck Stop Fuel Station

How would this zone change affect the public health, safety and welfare?
Positively affect the surrounding area by bringing a needed convenience to the area

Describe how conditions affecting the property have changed since present zoning designation: No effect

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): Brentley LaFoy	Date: 9/24/25
Applicant (printed): Brentley LaFoy	
Property Owner (signature):	Date:
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If acting as an agent for property owner:

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by MPDC Parent Holdings, llc the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 24th day of September, 2025, to certify which witness my hand and seal of office.

AMY LEWIS
Notary Public, State of Texas
Comm. Expires 10-16-2026
Notary ID 131761985

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☐ Application Fee
  Check # invoice
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By: Beatriz Quezada

RECEIVED
Date: NOV 05 2025
Initial: BQ

****Application will not be considered for scheduling until reviewed by a planner.****

Parkhill

A 24.091-ACRE RE-ZONING TRACT
IN SECTION 3 & 10, BLOCK 39, T-2-S
T.&P. RR. CO. SURVEY, ABSTRACT NO. 181 & ABSTRACT NO. 670
MIDLAND COUNTY, TEXAS

A 24.091-acre re-zoning tract in Section 3, Block 39, T-2-S, T.&P. RR. Co. Survey, Abstract No. 181 and Section 10, Block 39, T-2-S, T.&P. RR. Co. Survey, Abstract No. 670 in Midland County, Texas, being all of that certain 5.95-acre tract and all of that certain 17.22-acre tract conveyed to MPDC Parent Holdings, LLC described in a special warranty deed recorded in Document No. 2019-3543 of the Official Public Records of Midland County, Texas and further described in a special warranty deed recorded in Document No. 2018-26467 of said Official Public Records, all of Lot 1, Block 5, South 349 Acres, Section 4, an addition to the City of Midland according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet "F", Page 71 of the Plat Records of Midland County, Texas, a portion of that certain 1.95-acre tract conveyed to MPDC Parent Holdings, LLC describe in said special warranty deed recorded in Document No. 2019-3543 and further described in a warranty deed recorded in Document No. 2018-11133 of said Official Public Records, a portion of that certain 0.931-acre tract conveyed to MPDC Parent Holdings, LLC described in a special warranty deed recorded in Document No. 2019-3545 of said Official Public Records and further described in Document No. 2018-22752 of said Official Public Records, and a portion of that certain 5.34-acre tract described in said special warranty deed recorded in Document No. 2019-3543 and further described in a warranty deed recorded in Document No. 2016-8479 of said Official Public Records, all of that certain 50-foot by 50-foot, Save and Except, tract conveyed to The Lamar Companies described in said special warranty deed recorded in Document No. 2019-3543 and further described in Volume 2409, Page 242 of said Official Public Records, all of that certain 40-foot wide tract conveyed to the City of Midland, Texas described in a dedication deed recorded in Volume 902, Page 485 of the Deed Records of Midland County, Texas, a portion of that certain 14.487-acre tract conveyed to Midland-Petro D.C. Partners, LLC described in a warranty deed recorded in Document No. 2016-31158 of said Official Public Records, and a portion of that certain tract conveyed to C & C Coating, Inc. and S. E. Etheredge described in a warranty deed recorded in Volume 548, Page 683 of the Deed Records of Midland County, Texas; said 24.091-acre re-zoning tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on May 28, 2025:

BEGINNING at a point in the right-of-way limits of Interstate Highway 20, for the northwest corner hereof, said beginning point having coordinates of NORTHING: 10,684,514.29 and EASTING: 1,754,054.47, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983, and from which the southwest corner of said Section 3 bears *South 14 degrees 53 minutes 28 seconds East* a distance of 280.02 feet and *South 75 degrees 36 minutes 15 seconds West* a distance of 2493.70 feet;

(1) THENCE *North 75 degrees 45 minutes 08 seconds East* a distance of 170.40 feet crossing said Interstate Highway 20 to a point for a corner hereof;

(2) THENCE *South 14 degrees 53 minutes 28 seconds East* a distance of 28.92 feet crossing said Interstate Highway 20 to a point in the south line of said Interstate Highway 20 and the north line of said 5.34-acre tract, for a corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for the northwest corner of said 5.34-acre tract bears *South 75 degrees 29 minutes 56 seconds West* a distance of 25.13 feet;

(3) THENCE *North 75 degrees 29 minutes 56 seconds East* along the south line of said Interstate Highway 20 and the north line of said 5.34-acre tract, at a distance of 336.14 feet pass a 1/2-inch iron rod found at the northeast corner of said 5.34-acre tract and the northwest corner of said Lot 1, Block 5, continuing along the south line of said Interstate Highway 20 and the north line of said Lot 1, Block 5, at a distance of 536.09 feet pass a 1/2-inch iron rod found at the northeast corner of said Lot 1, Block 5 and the northwest corner of said 5.95-acre tract, continuing along the south line of said Interstate Highway 20 and the north line of said 5.95-acre tract in all for a total distance of 1253.86 feet to a 1/2-inch iron rod found at a corner of said Interstate Highway 20 and a corner of said 5.95-acre tract, for a corner hereof;

(4) THENCE *North 89 degrees 29 minutes 16 seconds East* along the south line of said Interstate Highway 20 and the north line of said 5.95-acre tract, at a distance of 421.44 feet pass a "mag" nail found in rock at the northeast corner of said 5.95-acre tract and the northwest corner of said 1.95-acre tract, continuing along the south line of said Interstate Highway 20 and the north line of said 1.95-acre tract in all for a total distance of 615.38 feet to a 1/2-inch iron rod with a plastic cap marked "SCHUMANN" found at a corner of said Interstate Highway 20 and a corner of said 1.95-acre tract, for a corner hereof;

(5) THENCE *North 75 degrees 44 minutes 17 seconds East* along the south line of said Interstate Highway 20 and the north line of said 1.95-acre tract, at a distance of 586.58 feet pass a 2-inch aluminum monument marked "PROPERTY MARKER OIL CO." found at the northeast corner of said 1.95-acre tract and the northwest corner of said 0.931-acre tract, continuing along the south line of said Interstate Highway 20 and the north line of said 0.931-acre tract in all for

a total distance of 754.09 feet to a point at the northwest corner of that certain 0.0373-acre tract conveyed to the State of Texas described in a deed recorded in Document No. 2025-12909 of said Official Public Records, for a corner hereof, and from which a 2-inch aluminum monument marked “TxDOT ROW MONUMENT” found bears *North 49 degrees 49 minutes 45 seconds West* a distance of 0.52 feet and another 2-inch aluminum monument marked “TxDOT ROW MONUMENT” found bears *North 49 degrees 49 minutes 45 seconds West* a distance of 0.52 feet and *North 72 degrees 26 minutes 31 seconds East* a distance of 11.04 feet;

(6) THENCE *South 49 degrees 49 minutes 45 seconds East* a distance of 47.17 feet along the west line of said 0.0373-acre tract to a point at a corner of said 0.0373-acre tract, for a corner hereof, and from which an "X" cut on concrete found at the most easterly northeast corner of said 0.0373-acre tract bears *North 02 degrees 22 minutes 37 seconds East* a distance of 17.85 feet;

(7) THENCE *South 14 degrees 37 minutes 19 seconds East* a distance of 165.51 feet along the west line of said 0.0373-acre tract and the east line of said 0.931-acre tract to a 2-inch aluminum monument marked “TxDOT ROW MONUMENT” found in the south line of said 0.931-acre tract and the north line of said 17.22-acre tract, at a corner of said 0.0373-acre tract, for a corner hereof, and from which a 1/2-inch iron rod found bears *North 75 degrees 44 minutes 46 seconds East* a distance of 4.92 feet;

(8) THENCE *South 17 degrees 31 minutes 57 seconds East* a distance of 105.03 feet along the west line of said 0.0373-acre tract and the east line of said 17.22-acre tract to a 2-inch aluminum monument marked “TxDOT ROW MONUMENT” found in the west line of State Highway 349, at the south corner of said 0.0373-acre tract, a corner of said 17.22-acre tract, the northeast corner of Lot 1, Block 4, South 349 Acres, Section 3, an addition to the City of Midland, Midland County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet “D”, Page 98 of said Plat Records, for a corner hereof, and from which a 1/2-inch iron rod found bears *North 75 degrees 41 minutes 26 seconds East* a distance of 2.04 feet;

(9) THENCE *South 75 degrees 41 minutes 26 seconds West* along the north line of said Lot 1, Block 4 and the south line of said 17.22-acre tract, at a distance of 147.98 feet pass a bent 1/2-inch iron rod found at the northwest corner of said Lot 1, Block 4 and the northeast corner of that certain 0.18-acre tract conveyed to Stripes, LLC described in special warranty deed recorded in Document No. 2018-25184 of said Official Public Records, continuing along the north line of said 0.18-acre tract and the south line of said 17.22-acre tract in all for a total distance of 198.18 feet to a 1/2-inch iron rod found at the northwest corner of said 0.18-acre tract and a corner of said 17.22-acre tract, for a corner hereof;

(10) THENCE *South 14 degrees 01 minutes 38 seconds East* a distance of 162.28 feet along the west line of said 0.18-acre tract and the east line of said 17.22-acre tract to a point in the north line of Lot 1, Block 1, South 349 Acres, an addition to the City of Midland, Midland County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet “C”, Page 8 of said Plat Records, for the southwest corner of said 0.18-acre tract, a corner of said 17.22-acre tract, and a corner hereof, and from which a 1/2-inch iron rod found bears *North 14 degrees 01 minutes 39 seconds West* a distance of 1.61 feet and a 1-inch iron pipe found in the west line of said State Highway 349, at the southeast corner of said Lot 1, Block 4 bears *North 75 degrees 06 minutes 32 seconds East* a distance of 199.96 feet;

(11) THENCE *South 75 degrees 06 minutes 32 seconds West* a distance of 566.21 feet along the north line of said Lot 1, Block 1, the north line of Lot 11 of said Block 1, and the south line of said 17.22-acre tract to a point for a corner hereof, and from which a 1/2-inch iron rod found at the southwest corner of said Lot 1, Block 5 bears *South 75 degrees 06 minutes 32 seconds West* a distance of 1536.21 feet;

(12) THENCE *North 14 degrees 53 minutes 28 seconds West* a distance of 265.00 feet crossing said 17.22-acre tract to a point for a corner hereof;

(13) THENCE *South 75 degrees 06 minutes 32 seconds West* a distance of 1896.99 feet crossing said 17.22-acre tract, said Lot 1, Block 5, and said 5.34-acre tract to a point in the west line of said 5.34-acre tract and the east line of said tract recorded in Volume 548, Page 683, for a corner hereof;

(14) THENCE *South 14 degrees 29 minutes 57 seconds East* a distance of 84.18 feet along the west line of said 5.34-acre tract and the east line of said tract recorded in Volume 548, Page 683 to a point for a corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked “PARKHILL RPLS 6889” set for the southwest corner of said 5.34-acre tract bears *South 14 degrees 29 minutes 57 seconds East* a distance of 180.82 feet;

(15) THENCE *South 75 degrees 33 minutes 14 seconds West* a distance of 141.06 feet crossing said tract recorded in Volume 548, Page 683 to a point for the southwest corner hereof;

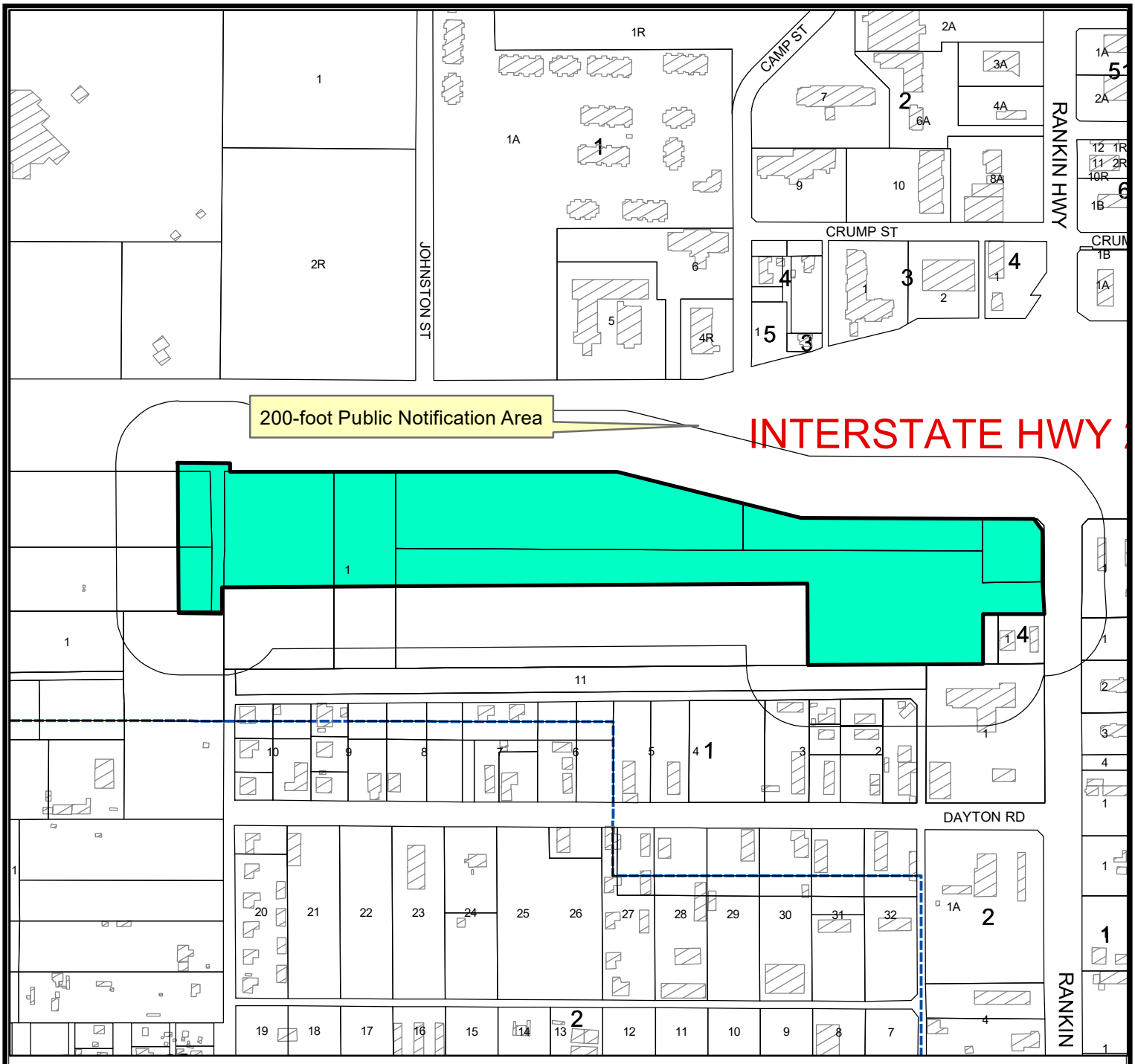
(16) THENCE *North 14 degrees 53 minutes 28 seconds West* a distance of 487.89 feet crossing said tract recorded in Volume 548, Page 683 and said 14.487-acre tract to the **POINT OF BEGINNING** containing 24.091 acres for re-zoning tract, more or less.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983. Distances reported hereon are grid. Areas reported hereon are based on calculations made from grid distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those described hereon may affect this tract. This description shall not be used for conveyance purposes and is intended for RE-ZONING use only.

Surveyed by

Franklin Leamons
Registered Professional Land Surveyor #6889
Date: October 7, 2025, Revised November 20, 2025





Location Map

Z-25-0450 **Scale: 1" = 3,000 '**

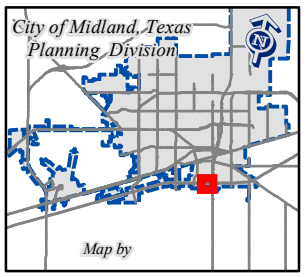
Consider a request by Parkhill, on behalf of MPDC Parent Holdings, LLC, for a Zone Change from RR, Regional Retail District, in part, and BP, I-20 Business Park District, in part, to BP, I-20 Business Park District, on a 24.091-acre tract of land out of Section 3 and 10, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas

Generally located at the southwest corner of the intersection of West Interstate 20 and Rankin Highway. (Council District 2)

.

L E G E N D

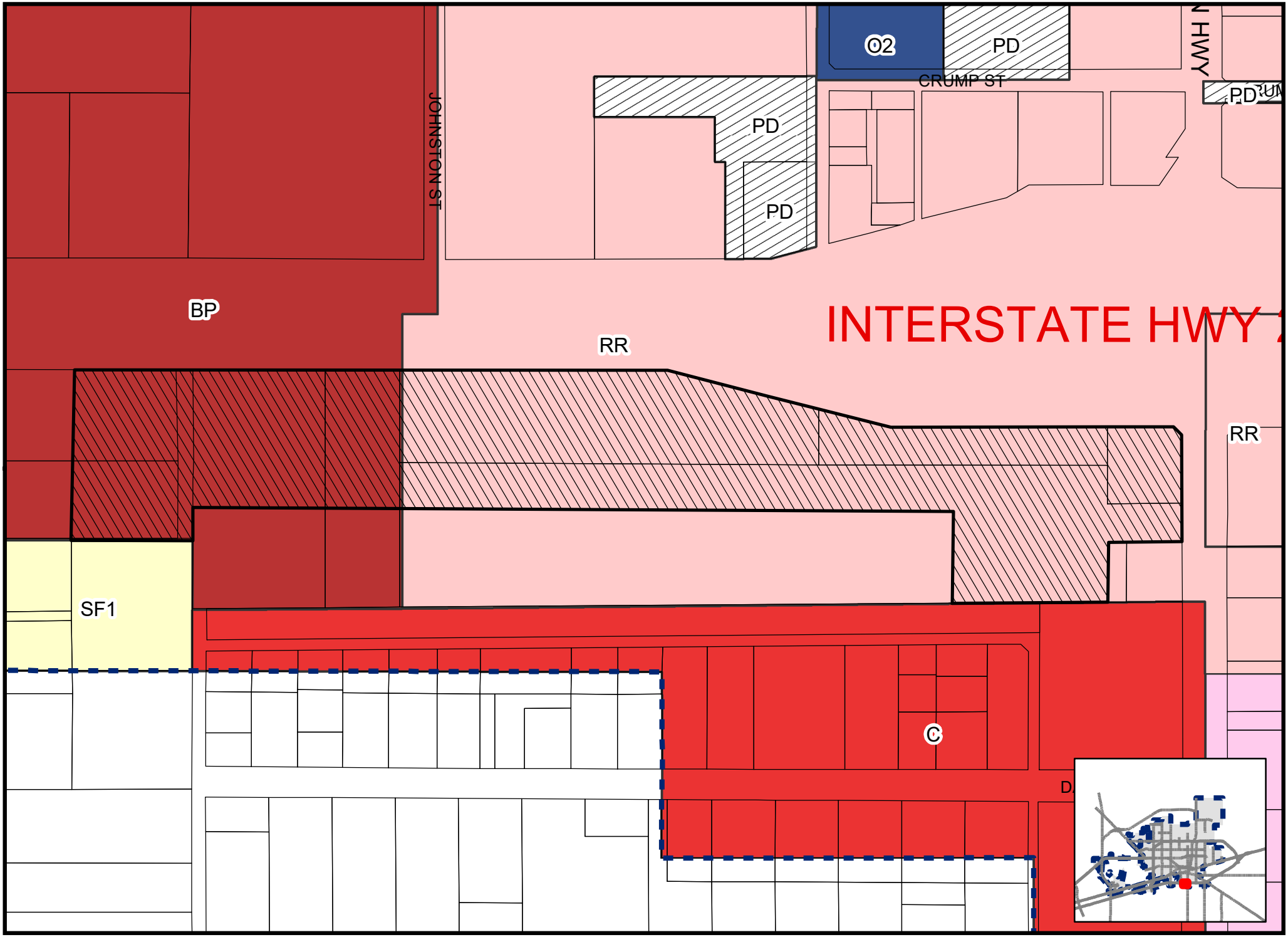
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY 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.



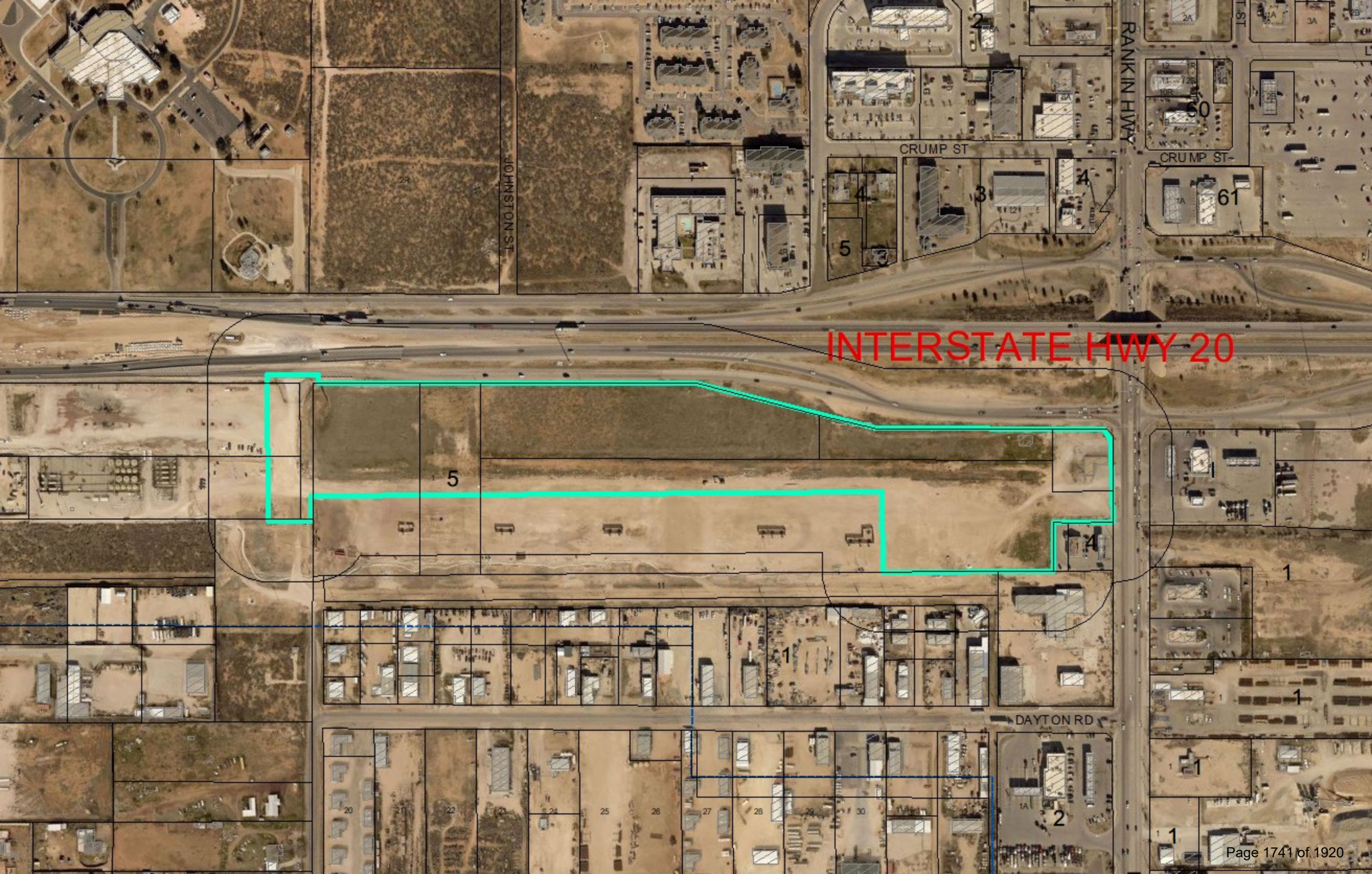
Map by AB, 10/15/2025

Z-25-0450

Scale: 1" = 323'

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 DE

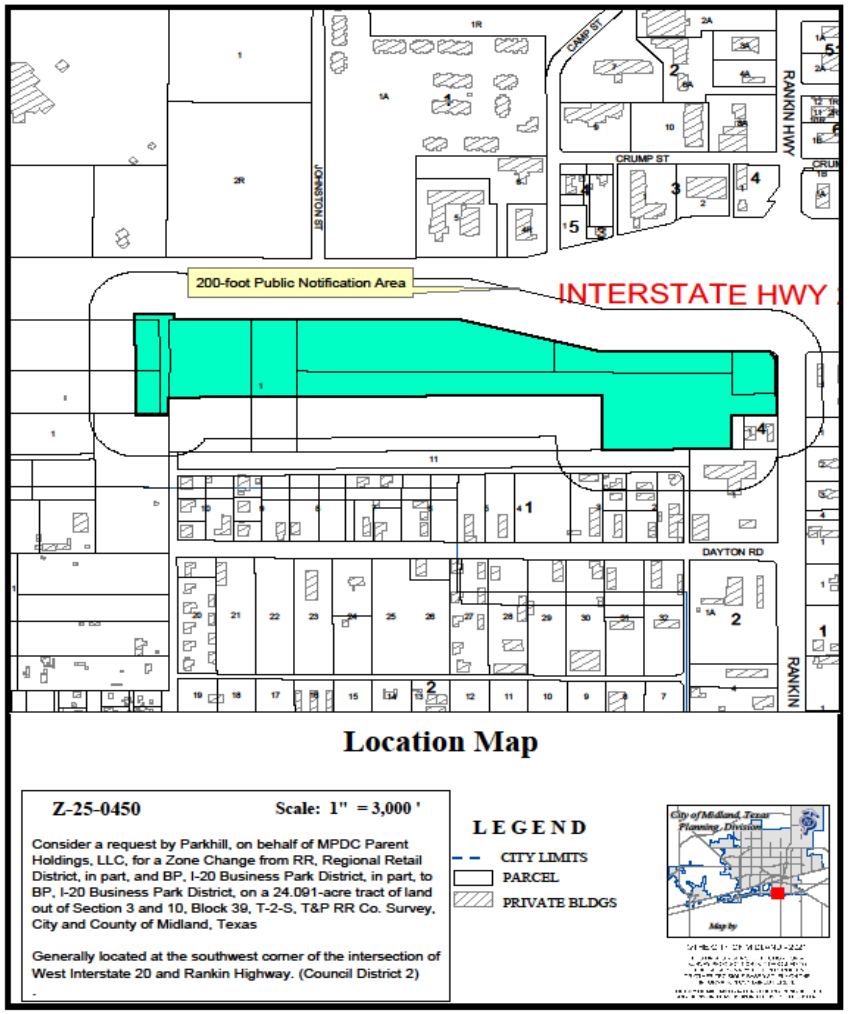

INTERSTATE HWY 20
JOHNSTON ST
RANKIN HWY
CRUMP ST
CRUMP ST
DAYTON RD




MIDLAND
Be the Energy!
ZONE CHANGE
803 WEST INTERSTATE 20
Visit Our Website
MIDLANDTEXAS.GOV

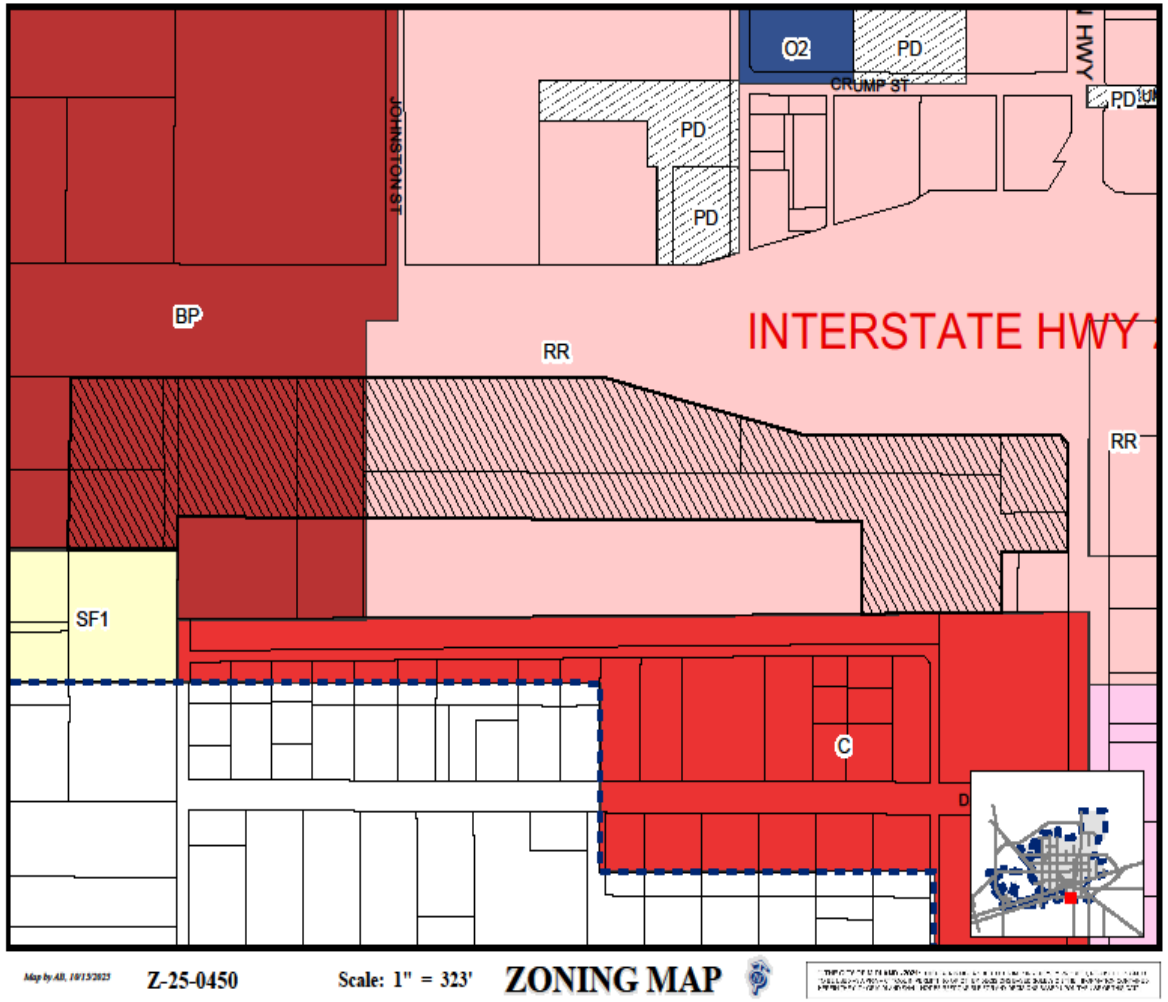
APPLICATION SUMMARY

- **Representative:** Josh Wallender, with Parkhill
- **Property Owner:** MPDC Parent Holdings, LLC
- **Location:** Generally located at the southwest corner of the intersection of West Interstate 20 and Rankin Highway (Council District 2)
- **Reason for Request:** For the construction of a gas station, car wash, and truck stop



ZONING

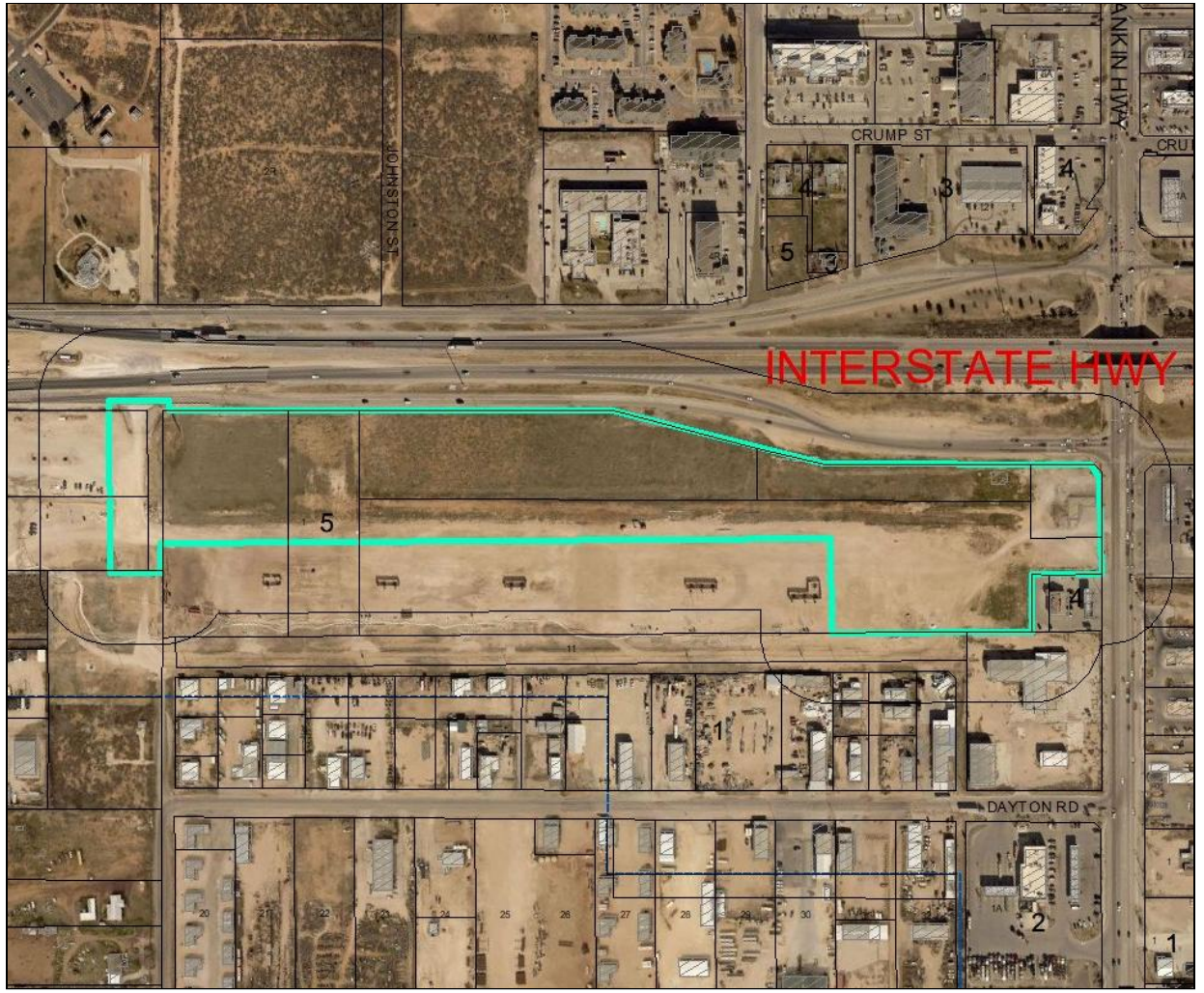
- **Current Zoning:** RR, Regional Retail District, in part, and BP, I-20 Business Park District, in part
- **Surrounding Zoning:**
  - **North/East:** RR, Regional Retail District
  - **South:** C, Commercial District
  - **West:** BP, I-20 Business Park District
- **Proposed Zoning:** BP, I-20 Business Park District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North:** West Interstate 20
  - **East:** Gas Station
  - **South:** Various Shops and Automotive Repair Shops
  - **West:** Vacant Land
- **Proposed Use:** Gas Station, Car Wash, and Truck Stop



MIDLAND
Be the Energy!



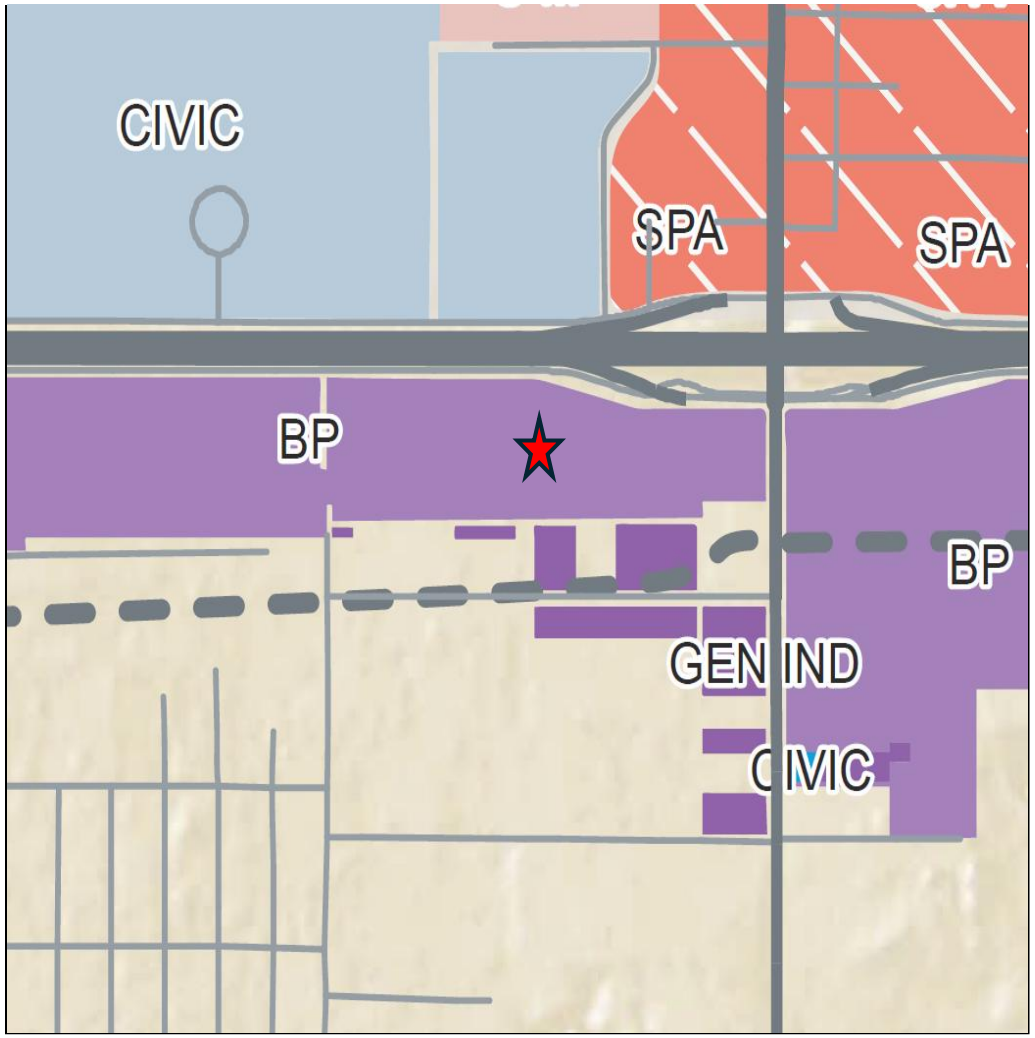
On Interstate 20 Frontage Road, Looking South

5

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Business Park I-20 (BP)
- **Supported Uses:** Much of the corridor will focus on warehousing and distribution with larger scale visitor services located at the major intersections.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

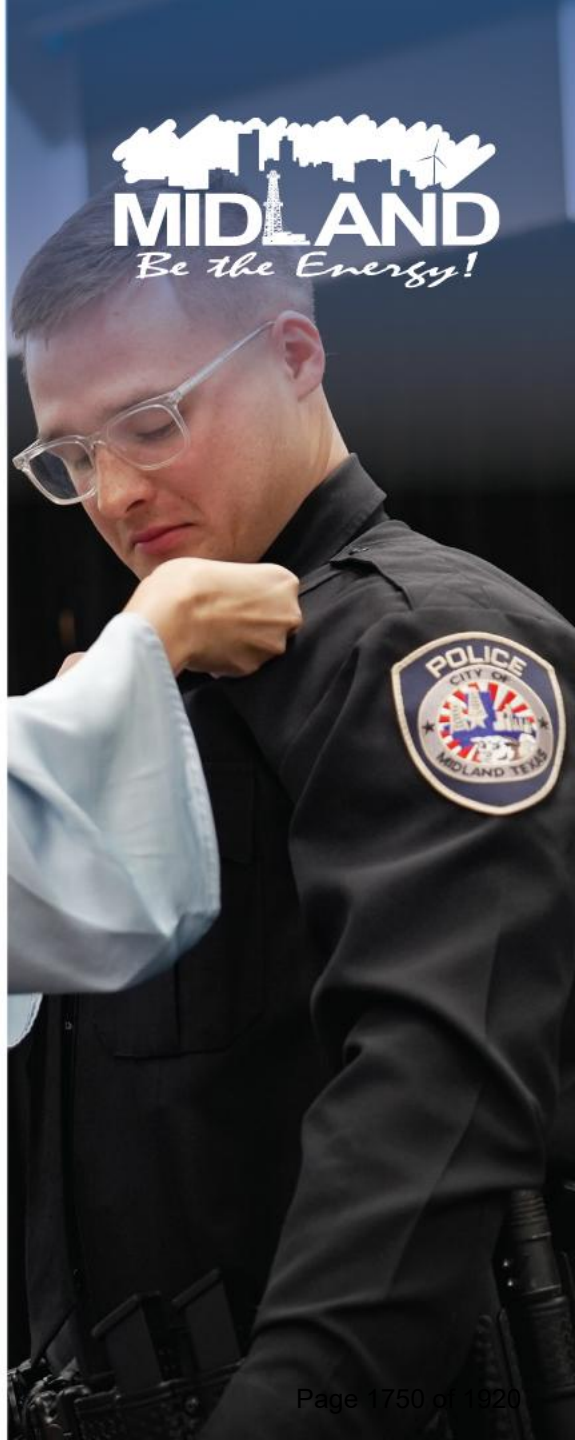
RELATED ITEMS

- In addition to the zone change request, this property is also going through the platting process.



STAFF'S RECOMMENDATION

- The Planning and Zoning Commission approved this request on December 1, 2025.
- No objections were received.
- Staff recommends approval of this request.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 50.
Meeting Date: December 16, 2025
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 44 THROUGH 51, BLOCK 11A, FAIRWAY PARK ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH BIG SPRING STREET, APPROXIMATELY 665 FEET SOUTH OF PALMER DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A NIGHTCLUB 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

Purpose:
Rockin Rodeo, on behalf of Melcreek, L.P., is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, for the property located at 4400 North Big Spring Street for Rockin Rodeo.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Strategic Priority:

(Quality of Life & Place)

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

All properties to the North and West are zoned RR, Regional Retail, and consist of restaurants and bars. The properties to the South are PD, Planned Development District, and consist of a hotel. The properties to the East are zoned SF2- Single Family Dwelling District and consist of homes.

Analysis:

The property is zoned RR, Regional Retail District. The regional retail zoning allows for alcoholic beverages sales for on-premises consumption in a hotel with the approval of an SUD. The property currently does not have an SUD. The total area of the nightclub is 9,338 square feet, the proposed alcohol serviceable area is 7,964 square feet.

The proposed days and hours of operation are:

Monday through Sunday from 7 p.m. to 2 a.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Sunday from 7 p.m. to 2 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objection. [For Applicant’s Information Only.]

Building Code: (Approved)

The SUD for Rockin Rodeo is acceptable. The property must adhere to the maximum occupant load of 530 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a Nightclub, subject to Condition A through G.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 7,964 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 applicable state and local laws.

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to Monday through Sunday 7 p.m. to 2 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 all requirements of the Fire Department and Code Administration Division.

F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.

G. That in accordance with section 9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of December 5, 2025 staff has not received any letters of objections.

Attachments:

A. ORDINANCE W/EXH - SUD-25-214.Rockin Rodeo - Alcohol Sales Ord w Exh
B. SUD-25-0214, Combined Docs
C. SUD-25-0212, Alcohol SUD w Term Rockin Rodeo

Alexis Martinez, Development Services	Created/Initiated - 12/2/2025
Landon Ochoa, Development Services	Approved - 12/5/2025
Elizabeth Triggs, Development Services	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/6/2025
Jose Ortiz, City Manager	Approved - 12/6/2025

Morris Williams, City Manager
Kathy Rauda, City Secretary

Approved - 12/8/2025
Final Approval - 12/9/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 44 THROUGH 51, BLOCK 11A, FAIRWAY PARK ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH BIG SPRING STREET, APPROXIMATELY 665 FEET SOUTH OF PALMER DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A NIGHTCLUB 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 Lots 44 through 51, Block 11A, Fairway Park Addition, Section 3, 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 nightclub (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 7,964 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 7:00 p.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; 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., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

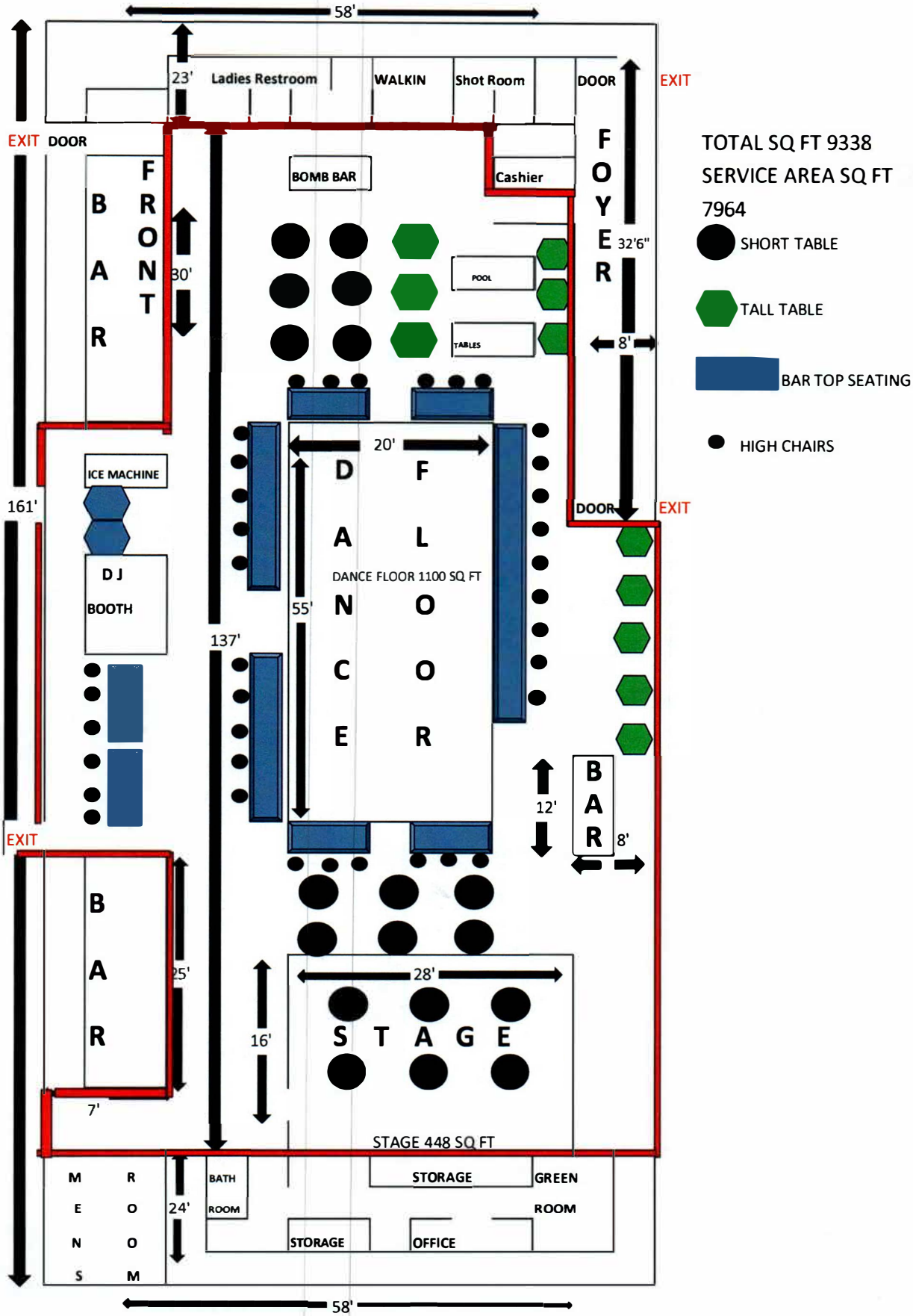
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A


58'
23'
Ladies Restroom
WALKIN
Shot Room
DOOR
EXIT
EXIT
DOOR
BOMB BAR
Cashier
FOYER
32'6"
BAR
FRONT
30'
POOL
TABLES
8'
20'
DANCE FLOOR
ICE MACHINE
161'
DJ BOOTH
55'
137'
DANCE FLOOR 1100 SQ FT
DOOR
EXIT
12'
BAR
8'
EXIT
BAR
25'
28'
16'
STAGE
7'
STAGE 448 SQ FT
MEN
WOMEN
BATH ROOM
24'
STORAGE
GREEN ROOM
STORAGE
OFFICE
58'
TOTAL SQ FT 9338
SERVICE AREA SQ FT 7964
SHORT TABLE
TALL TABLE
BAR TOP SEATING
HIGH CHAIRS

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

FOR STAFF'S USE ONLY
Project Number: _____
Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: DBSB MIDLAND, LLC dba Rockin Rodeo		Phone (432) 557-9920 Email roger@[redacted]gbe7.com	
Address 4400 N. Big Spring St # D-4450	City MIDLAND	State Tex	Zip 79705

Property Owner Printed Name: Melcreek, L.P.		Phone (575) 937-6895 Email jra@jracreek.com	
Address 130 Country Lane	City Alto	State N. Mex	Zip 88312

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 4400 N. BIG SPRING ST. STE D46

Business Name: ROCKIN RODEO

Reason for Request: NEW PERMIT

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: NIGHT CLUB

Proposed/Current Days and Hours of Operation: Tues through Monday 7pm - 2am

Proposed Days and Hours of Alcohol Service: SAME

Total Square Footage of Business: 9338

Square Footage of Alcohol Serviceable Area: 7964
(Outline in red on floor plan)

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 4 / 3	**Bathroom Sinks:** 2
	Women	**Toilets:** 5	**Bathroom Sinks:** 4

****Application will not be considered for scheduling until reviewed by a planner.****

Submittal and Fees

Items to be submitted with this application form:

Application Fee of $300 –
- If by check, put Payable to the 'City of Midland'
- If online, check email for invoice

Dimensioned Floor Plan showing:
- Seating
- Exits
- Restrooms
- Kitchen (if applicable)
- Total Square Footage
- Serviceable Square Footage (outlined in [redacted] & labeled)

Dimensioned Site Plan showing:
- Parking
- Business Footprint

Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): [signature] Date: 11-5-25

Applicant (printed): ROGER GEARHART

Property Owner (signature): John R. Creek for Melcreek, L.P. Date: 11/5/25

Property Owner (printed): John R. Creek for Melcreek, L.P.

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Roger Gearhart who, being by me duly sworn, upon oath says: That (s)he is authorized by John Melcreek, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

[signature]
Authorized Agent (signature)

Subscribed and sworn to before me, this 5 day of November, 20 25, to certify which witness my hand and seal of office

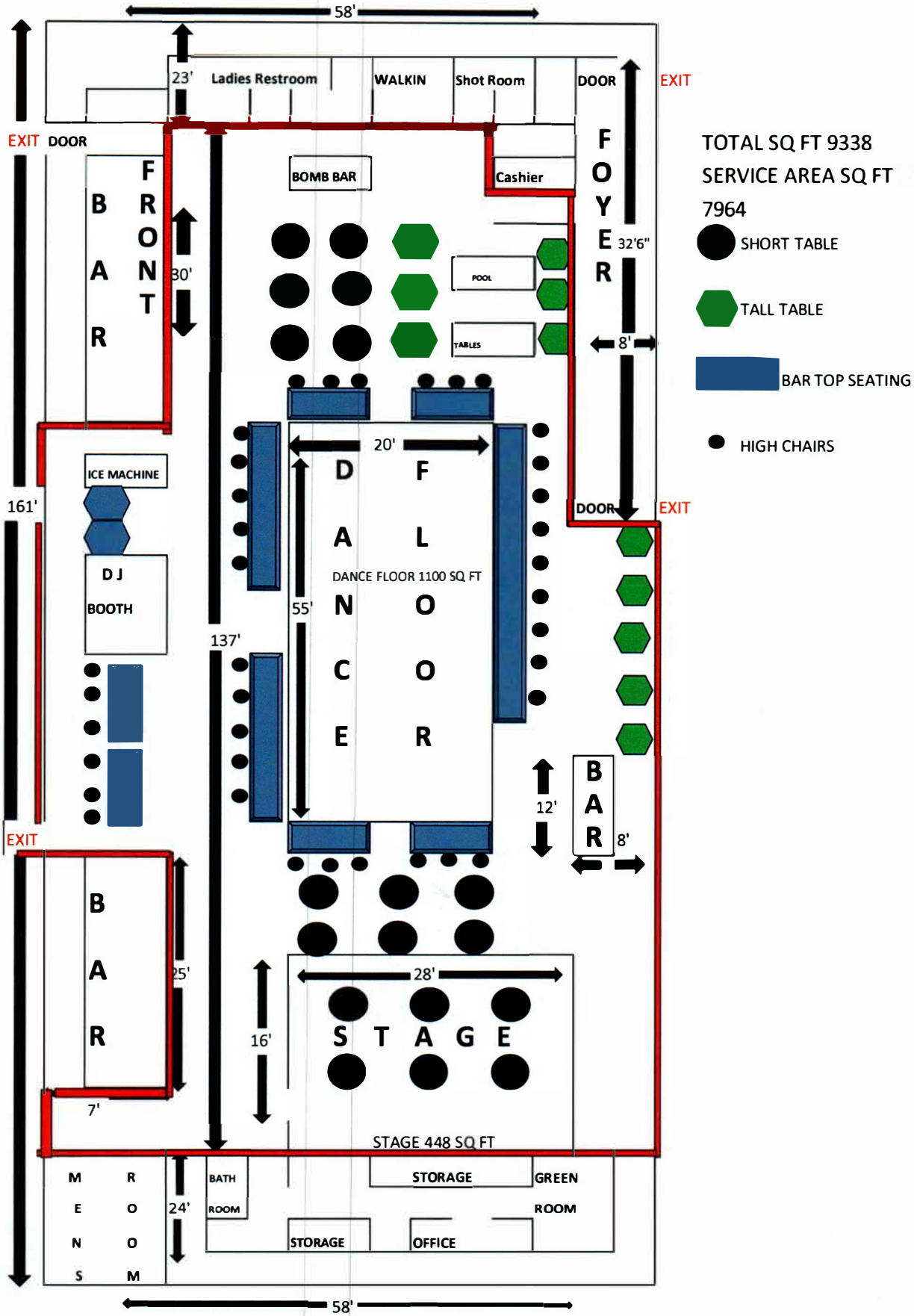
Elyssa Korn-Flores
My Commission Expires
7/24/2028
Notary ID 135006419

[signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

RECEIVED
NOV 06 2025
Initial: Alexis

RECEIVED
NOV 06 2025
Initials



TOTAL SQ FT 9338

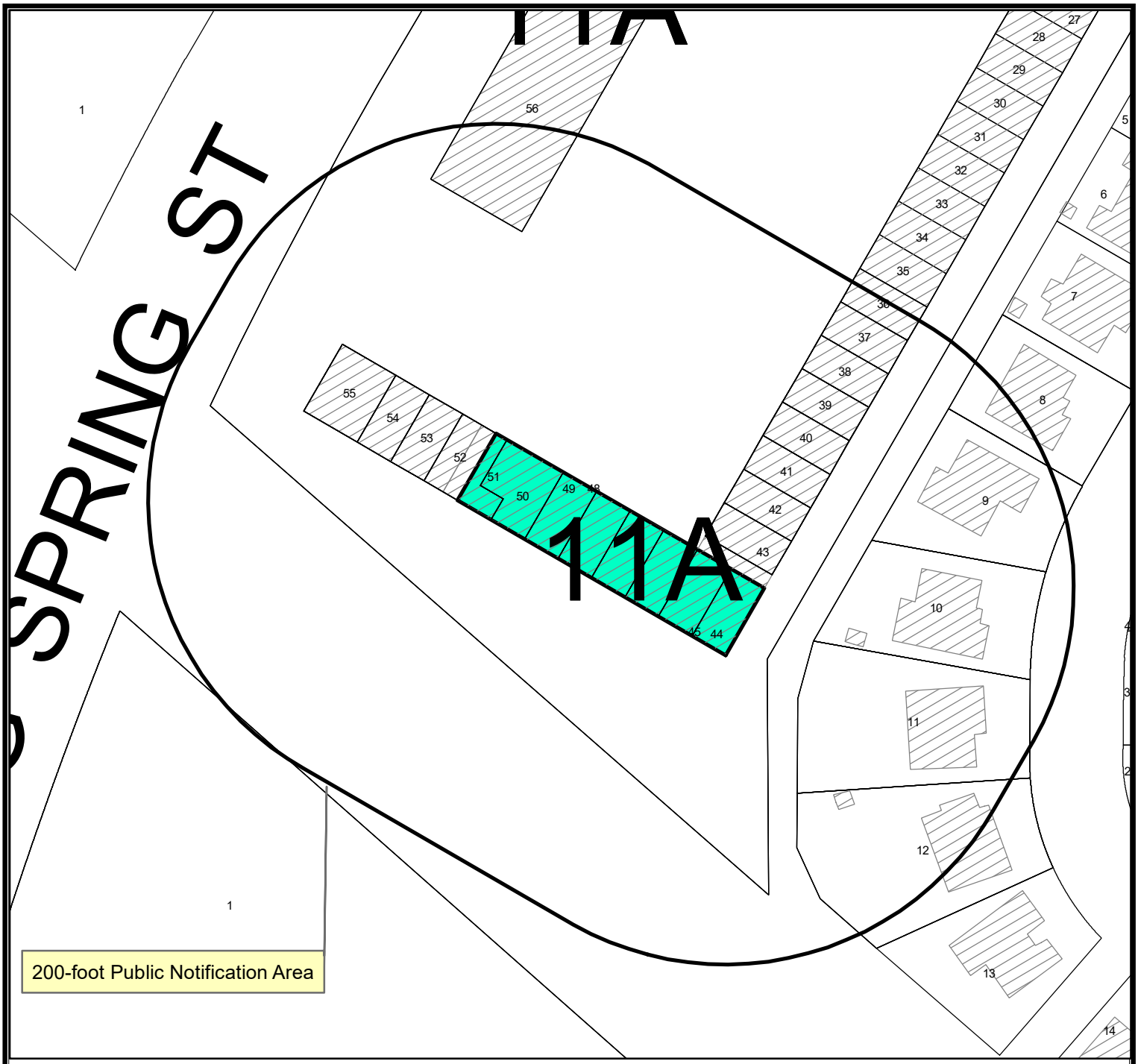
SERVICE AREA SQ FT 7964

SHORT TABLE

TALL TABLE

BAR TOP SEATING

HIGH CHAIRS



Location Map

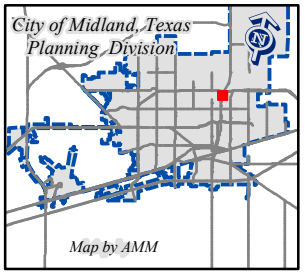
SUD-25-0214 **Scale: 1" = 600 '**

Consider a request by Rockin Rodeo, on behalf of Melcreek, LP, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption in a Nightclub on Lots 44 through 51, Block 11A, Fairway Park Addition, Section 3, City and County of Midland, Texas.

Generally located on the east side of North Big Spring Street, approximately 665 feet south of Palmer Drive. (Council District 2)

LEGEND

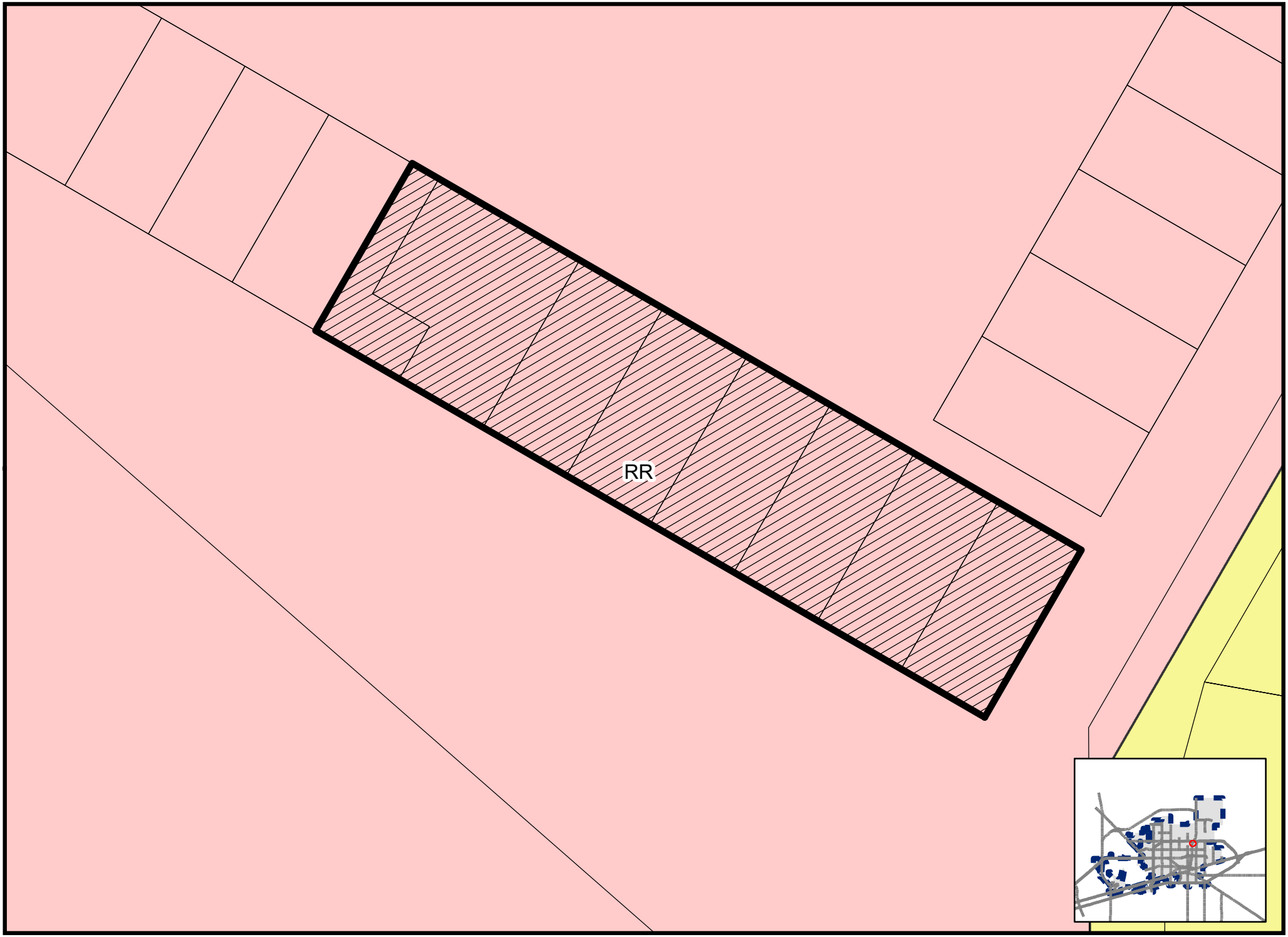
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map byAMM

SUD-25-0214

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 MADE OR ACTIONS TAKEN BASED ON THE INFORMATION CONTAINED HEREIN.

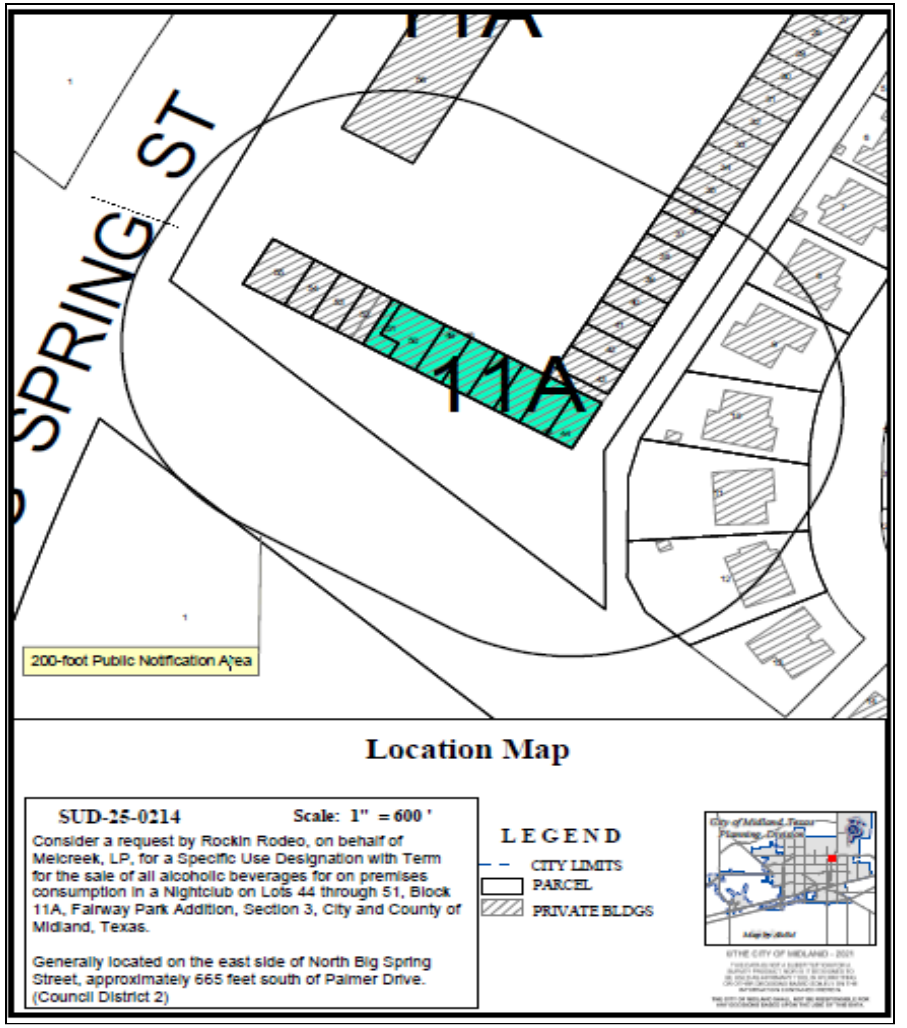
111A


ROCKIN
RODEO


MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
ROCKIN RODEO
Visit Our Website
MIDLANDTEXAS.GOV

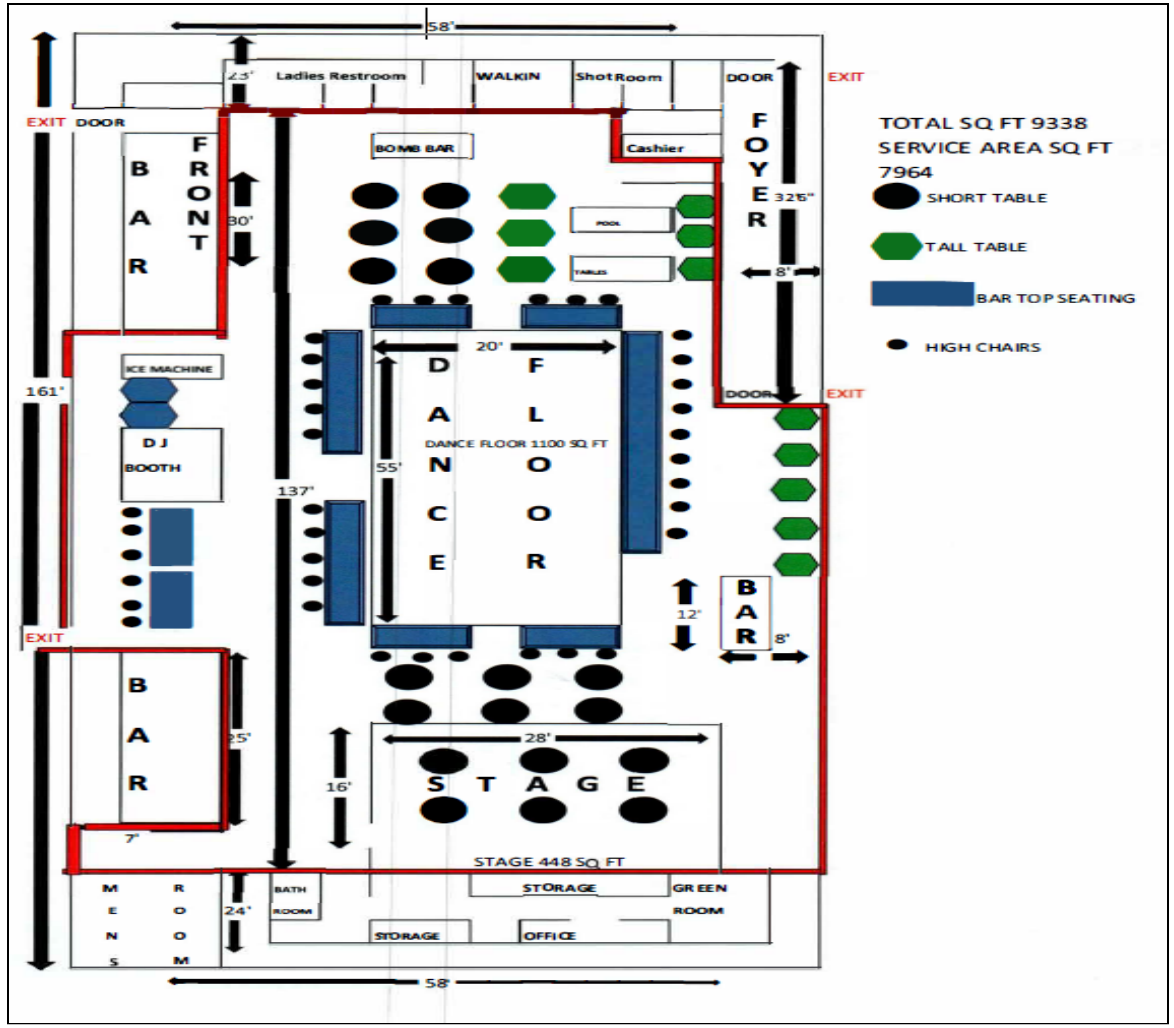
APPLICATION SUMMARY

- **Applicant:** Roger Gearhart
- **Property Owner:** Melcreek LP
- **Location:** 4400 North Big Spring (Council District 2)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a nightclub.



DETAILS OF REQUEST

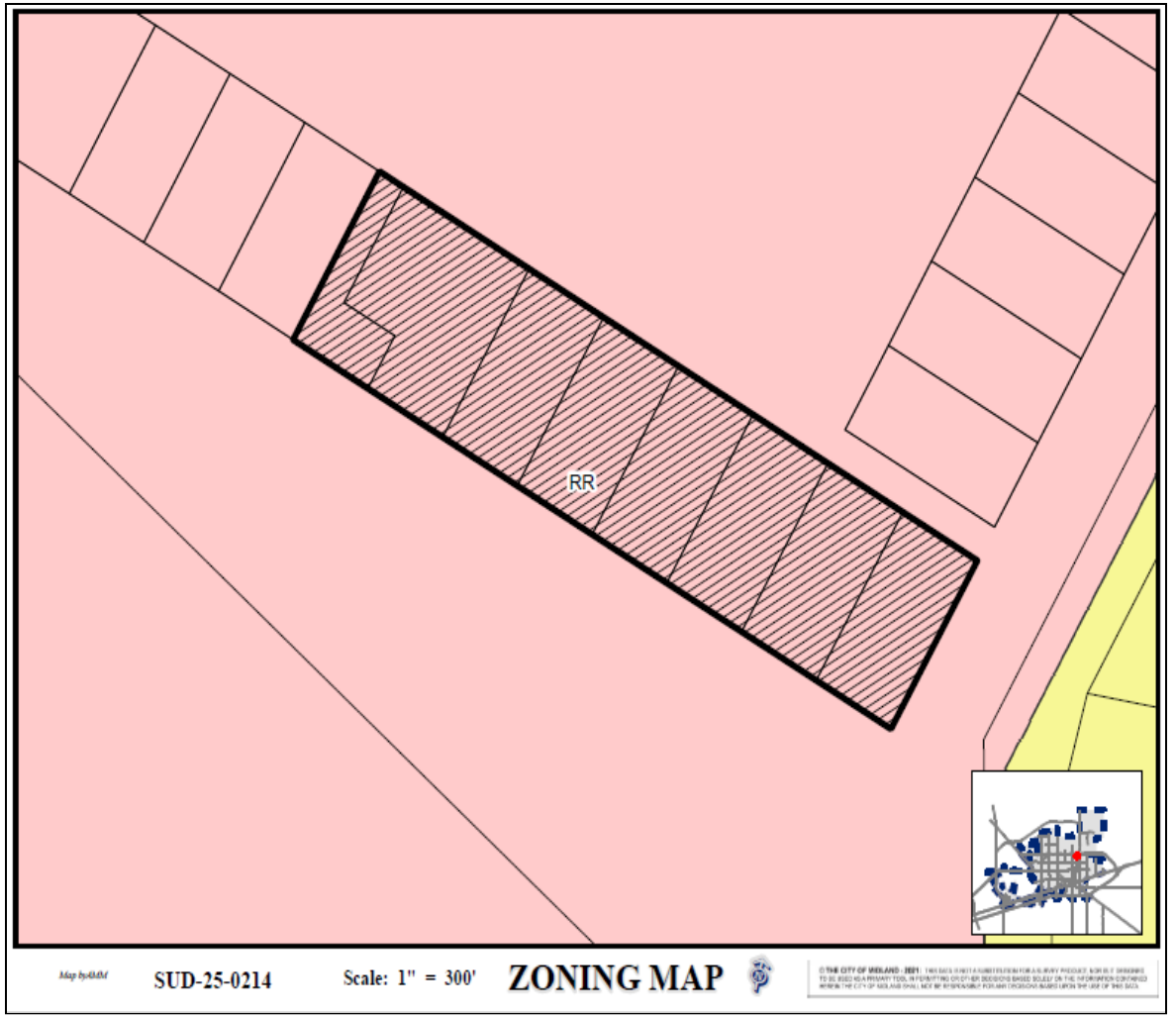
- **For an existing nightclub**
- **Area of Business:** 9,338 SF
- **Serviceable Area:** 7,964 SF
- **Hours of Operation and Sales of Alcohol :**
  - Monday through Sunday 7 p.m. to 2 a.m.



MIDLAND Be the Energy!

ZONING

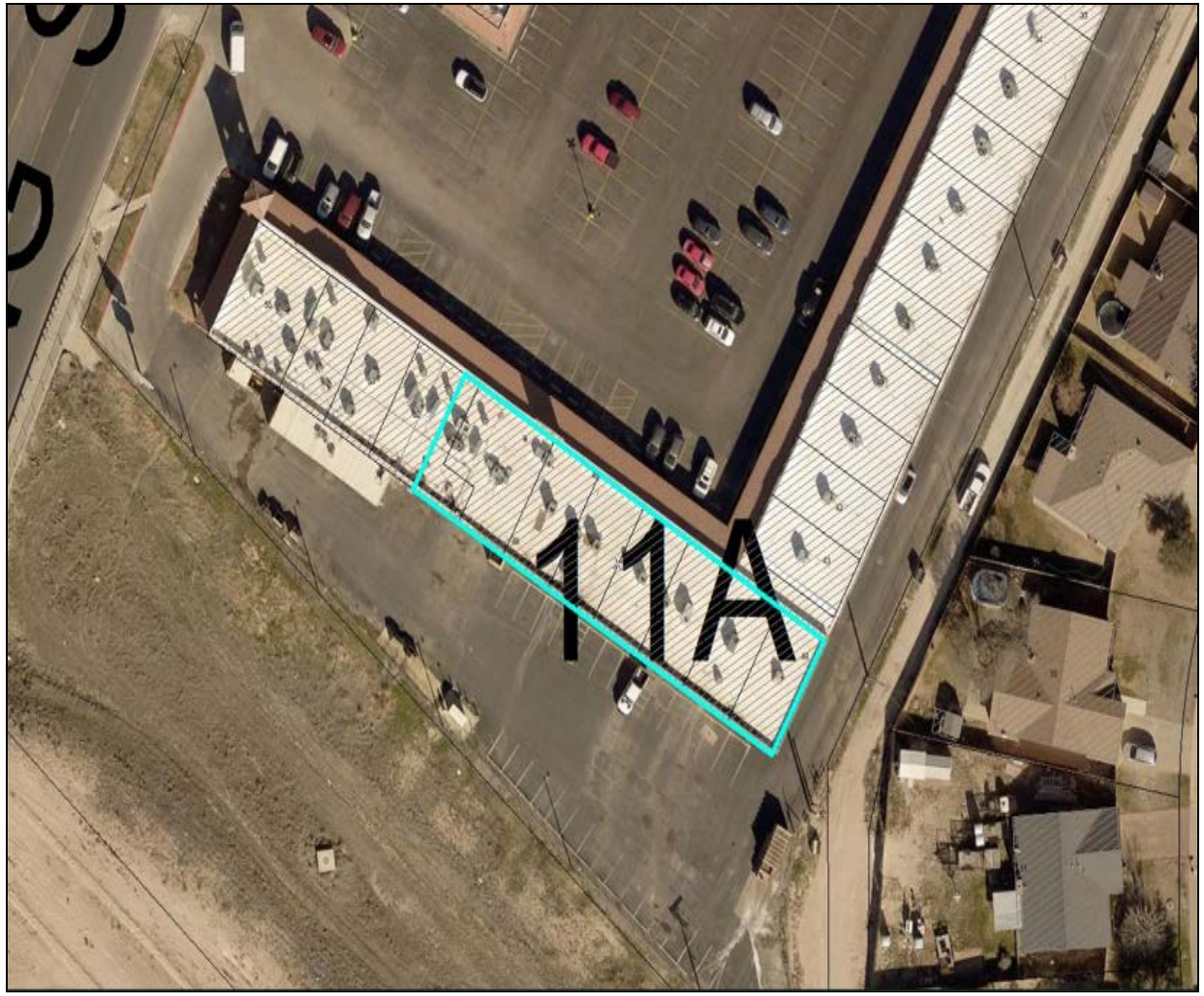
- **Current Zoning**: RR, Regional Retail District
- **Surrounding Zoning:**
  - **North, South and West:** RR, Regional Retail District.
  - East: SF2- Single Family Dwelling District.
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Nightclub
- **Surrounding Uses:**
  - **North, West and South:** Retail Shops, Restaurant's, and a Venue
  - **East:** Single family Dwellings



MIDLAND
Be the Energy!



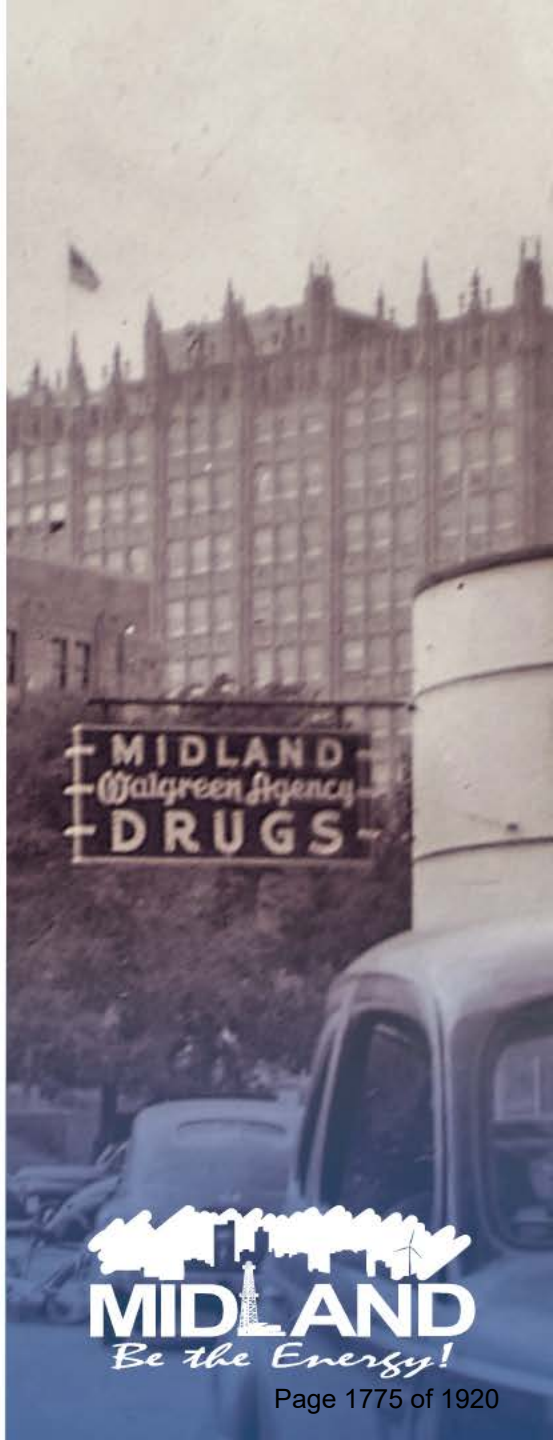
On North Big Spring (Parking Lot), Looking South

6

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*



STAFF'S RECOMMENDATION

- No objections were received.
- P&Z Commissioners approved of this request on December 15, 2025.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 7,964 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.



STAFF'S RECOMMENDATION

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 7 p.m. to 2 a.m. the following day.



STAFF'S RECOMMENDATION

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



STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 51.
Meeting Date: December 16, 2025
To: City Council
From: Sean Bailey, Code Enforcement Officer I
Subject: RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE LOCATED ON LOT 1, LESS THE SOUTH 50 FEET, BLOCK 44, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 211 NORTH MARSHALL STREET, MIDLAND, TEXAS 79701) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION

Purpose:
The purpose of this resolution is to address the substandard condition of the single-family residence located at 211 North Marshall Street, Midland, Texas 79701 (Lot 1, less the south 50 feet, Block 44, Original Town Addition). The structure has been vacant for several years and has deteriorated significantly due to lack of maintenance, exposure to the elements, and unsecured openings. The City's Building Official has determined that the building violates the Minimum Standards set forth in Section 4-8-1 of the Midland Municipal Code and multiple provisions of the International Residential Code, including requirements for weatherproofing, structural integrity, and roof assembly. This resolution authorizes the issuance of an order requiring the property owner(s), lienholder(s), and mortgagee(s), if any, to repair or demolish the building within 30 days. If corrective action is not taken, the City is authorized to abate the nuisance.

Recommended Action:
Approve

Fiscal Impact:
If the City undertakes abatement, demolition is estimated at $10,000. Actual costs will be billed to the property owner after completion.

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
This resolution advances Goal 2 of the City of Midland's Strategic Plan: **Safe and Secure City**

by addressing a dangerous and deteriorated structure that poses a clear risk to public health, safety, and welfare. The building has been vacant for an extended period and has deteriorated due to lack of maintenance, prolonged exposure to the elements, and unsecured openings.

The City of Midland's Building Official has identified the structure as a **Substandard Building** under Section 4-8-1 of the Midland Municipal Code. Multiple violations of the 2018 International Residential Code (IRC) were documented, including:

1. Exterior walls with holes and inadequate weather resistance (Sections R317 and R703.1).
2. Wooden building materials unprotected from the elements (Sections R317.1 and R703.1).
3. Missing roof coverings, leaving the roof assembly unprotected (Sections R903, R904, and R905).
4. Missing or structurally deficient roof framing incapable of supporting imposed loads (Section R801.2).
5. Damaged or incomplete exterior finish work exposing sheathing to the elements (Section R703.9).
6. Structural deterioration and loss of load-bearing components rendering the building unfit for habitation and unsafe for the public.

Based on these conditions, the Building Official has determined that the structure constitutes a public nuisance and must either be repaired to meet minimum standards or demolished. The order requires the owner(s), lienholder(s), and mortgagee(s), if any, to take corrective action, including restoring structural elements, completing weatherproofing and exterior finish systems, installing roof coverings, and obtaining all required permits and inspections to ensure compliance with the IRC. All required actions must be completed within 30 days of Council approval. If abatement measures are not taken, the City is authorized to proceed with demolition.

Fiscal Impact

If the City undertakes abatement, demolition is estimated at $10,000. Actual costs will be billed to the property owner following completion, with unpaid balances subject to lien placement. By performing demolition in-house using City staff and equipment, the City minimizes cost and ensures timely action.

Strategic Plan Alignment

Removing substandard and unsafe structures directly supports Goal 2: **Safe and Secure City** by eliminating threats to neighborhood safety, reducing opportunities for crime, and improving the overall appearance and livability of the community. This structure is one of the first among more than 100 substandard buildings identified citywide that present life-safety hazards. Taking decisive action to clear such nuisances protects residents, restores neighborhood stability, and reinforces Midland's vision of being the premier and safest city in West Texas.

Attachments:

A. RESOLUTION W/EXH - 211 N Marshall w Exh
B. 211 N MARSHALL Order
C. 211 N MARSHALL CASE HISTORY REPORT
D. 2025.11.06 - 211 N Marshall Notice Revised

Sean Bailey, Development Services	Created/Initiated - 12/4/2025
Landon Ochoa, Development Services	Approved - 12/4/2025
Elizabeth Triggs, Development Services	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/6/2025
Jose Ortiz, City Manager	Approved - 12/6/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE LOCATED ON LOT 1, LESS THE SOUTH 50 FEET, BLOCK 44, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 211 NORTH MARSHALL STREET, MIDLAND, TEXAS 79701) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of an order finding the Building described in the caption hereof to be a Substandard Building and ordering the owner(s) of said building and lienholder(s) and mortgagee(s) having an interest in said building, if any, to take certain abatement action and, if said action is not taken, authorizing the City of Midland to take abatement action;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That all recitals in the order, which is attached hereto as Exhibit A and incorporated herein for all purposes, are hereby adopted and approved for all purposes

SECTION TWO. That the order is hereby approved, and the Mayor is hereby authorized and directed to sign and issue the order on behalf of the City Council.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

AN ORDER OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, REGARDING THE ABATEMENT OF A SUBSTANDARD BUILDING LOCATED AT 211 NORTH MARSHALL STREET, MIDLAND, TEXAS 79701, ON LOT 1, LESS THE SOUTH 50 FEET, BLOCK 44, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

WHEREAS, the City Council of the City of Midland, Texas, at a meeting at 10:00 a.m. on December 16, 2025, in the Council Chamber at City Hall located at 300 North Loraine Street, Midland, Texas 79701, conducted a public hearing concerning the single-family residence located at 211 North Marshall Street, Midland, Texas 79701, on Lot 1, less the south 50 feet, Block 44, Original Town Addition, City and County of Midland, Texas (the "Building"); and

WHEREAS, the City Council finds that all notices of said public hearing were provided in accordance with Section 4-8-1 of the City Code and applicable state law; and

WHEREAS, the City Council takes notice of and incorporates all evidence presented to the City Council, including the issuance of notices, for its consideration of this matter and incorporates the same into the body of this Order for all purposes; and

WHEREAS, based upon the evidence presented, the City Council finds that the Building is in violation of the Minimum Standards as set out in Section 4-8-1 of the City Code, contains nuisance conditions that render it a hazard to the public health, safety, and welfare and that endanger or are likely to endanger persons or property, and is a Substandard Building as defined in Section 4-8-1 of the City Code;

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

1. That the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) of the Building shall within 30 days complete the following action(s):

    A. Repair the Building as follows:

        (1) Repair or replace exterior walls and finish the weatherproofing system to prevent exposure to the elements in accordance with Sections R317 and R703 of the 2018 International Residential Code (the "IRC");

(2) Weatherproof all wood materials to prevent decay and rot in accordance with Section R317 of the IRC;

(3) Install roof coverings on the roof assembly in accordance with Sections R903, R904, and R905 of the IRC;

(4) Replace the wood roof framing in accordance with Section R801.2 of the IRC so that it is capable of accommodating all loads imposed in accordance with Section R301 of the IRC;

(5) Repair or complete the damaged or incomplete exterior finish work to shield the exterior sheathing from the elements in accordance with Section 703.9 of the IRC;

(6) Make all repairs necessary to remedy all structural deficiencies; and

(7) Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards; or

B. Demolish the Building.

2. That, in taking the action(s) described in 1 above, the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) shall:

A. Vacate all occupants from the Building before any work described herein is performed;

B. Obtain all applicable permits before performing work on the Building in accordance with Section R105 of the IRC;

C. Perform all work described herein in accordance with the IRC; and

D. Complete all required inspections under applicable valid and active permits as required by Section R109 of the IRC.

3. That if the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) fail to complete the required action(s) described above within the allotted time, the Building Official is authorized, on behalf of the City, to take the following action(s): demolish the Building. If the City incurs expenses in taking said action(s), the City may assess the expenses on, and the City may have a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the Building was located in accordance with applicable law.

4. That the City shall promptly mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver a copy of this Order to the owner(s) of the Building and to any lienholder(s) or mortgagee(s) of the Building, as determined through the use of the City's best efforts.

5. That within 10 days after the date of this Order, the City shall:

A. file a copy of the Order in the City Secretary's Office; and

B. publish in a newspaper of general circulation in the City a notice containing:

(1) the street address or legal description of the property;

(2) the date of the hearing;

(3) a brief statement indicating the results of the Order; and

(4) instructions stating where a complete copy of the Order may be obtained.

6. That this Order is the final decision of the City of Midland, Texas.

ORDERED THIS 16th DAY OF DECEMBER, 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

AN ORDER OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, REGARDING THE ABATEMENT OF A SUBSTANDARD BUILDING LOCATED AT 301 N. MARSHALL ST., MIDLAND, TEXAS 79701, ON LOT 1 LESS S.50, BLOCK 44, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

WHEREAS, the City Council of the City of Midland, Texas, at a meeting at 10:00 a.m. on December 16, 2025, in the Council Chamber at City Hall located at 300 North Loraine, Midland, Texas 79701, conducted a public hearing concerning the single-family residence located at 211 North Marshall St., Midland, Texas 79701, on Lot 1 less s.50, Block 44, Original Town Addition, City and County of Midland, Texas (the "Building").; and

WHEREAS, the City Council finds that all notices of said public hearing were provided in accordance with Section 4-8-1 of the City Code and applicable state law; and

WHEREAS, the City Council takes notice of and incorporates all evidence presented to the City Council, including the issuance of notices, for its consideration of this matter and incorporates the same into the body of this Order for all purposes; and

WHEREAS, based upon the evidence presented, the City Council finds that the Building is in violation of the Minimum Standards as set out in Section 4-8-1 of the City Code, contains nuisance conditions that render it a hazard to the public health, safety, and welfare and that endanger or are likely to endanger persons or property, and is a Substandard Building as defined as defined in Section 4-8-1 of the City Code;

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

1. That the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) of the Building shall within 30 days complete the following action(s):

    A. Repair the Building as follows:

        (1) Repair or replace exterior walls and finish the weatherproofing system to prevent exposure to the elements in accordance with Sections R317 and R703 of the 2018 International Residential Code (the "IRC");

        (2) Weatherproof all wood materials to prevent decay and rot in accordance with Section R317 of the IRC;

(3) Install roof coverings on the roof assembly in accordance with Sections R903, R904, and R905 of the IRC;

(4) Replace the wood roof framing in accordance with Section R801.2 of the IRC so that it is capable of accommodating all loads imposed in accordance with Section R301 of the IRC;

(5) Repair or complete the damaged or incomplete exterior finish work to shield the exterior sheathing from the elements in accordance with Section 703.9 of the IRC;

(6) Make all repairs necessary to remedy all structural deficiencies; and

(7) Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards; or

B. Demolish the Building.

2. That, in taking the action(s) described in 1 above, the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) shall:

A. Vacate all occupants from the Building before any work described herein is performed;

B. Obtain all applicable permits before performing work on the Building in accordance with Section R105 of the IRC;

C. Perform all work described herein in accordance with the IRC; and

D. Complete all required inspections under applicable valid and active permits as required by Section R109 of the IRC.

3. That if the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) fail to complete the required action(s) described above within the allotted time, the Building Official is authorized, on behalf of the City, to take the following action(s): demolish the Building. If the City incurs expenses in taking said action(s), the City may assess the expenses on, and the City may have a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the Building was located in accordance with applicable law.

4. That the City shall promptly mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver a copy of this Order to the owner(s) of the Building and to any lienholder(s) or mortgagee(s) of the Building, as determined through the use of the City's best efforts.

5. That within 10 days after the date of this Order, the City shall:

A. file a copy of the Order in the City Secretary's Office; and

B. publish in a newspaper of general circulation in the City a notice containing:

(1) the street address or legal description of the property;

(2) the date of the hearing;

(3) a brief statement indicating the results of the Order; and

(4) instructions stating where a complete copy of the Order may be obtained.

6. That this Order is the final decision of the City of Midland, Texas.

ORDERED THIS 16th DAY OF DECEMBER, 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

City of Midland – Code Case Summary Report

Property Address: 211 North Marshall Street, Midland, TX 79701
Report Date: November 3, 2025

---

1. Property Overview

Property Information	Details
Address	211 North Marshall Street, Midland, TX 79701
Council District	District 2
Property Type	Residential
Primary Code Case Issues	Deteriorated Structures, Junk Vehicles, Debris, Weeds/Tall Grass
Number of Code Cases	7 Total (2016–2025)
Open Cases	3
Closed Cases	4
Total Balance Due	**$0.00**

---

2. Summary of Code Cases (Chronological Order)

Case No.	Opened	Closed	Type	Status	Balance Due	Description
JV-005104-2016	8/11/2016	10/11/2016	Junk Vehicles	Closed/Compliant	$0.00	Junk vehicle (JV)
WL-009121-2017	4/26/2017	10/19/2017	Weeds/Tall Grass/Rubbish/Brush	Closed/Compliant	$0.00	—
WL-026384-2021	5/18/2021	5/25/2021	Weeds/Tall Grass/Rubbish/Brush	Closed/Compliant	$0.00	—

Case No.	Opened	Closed	Type	Status	Balance Due	Description
DS-048928-2023	9/15/2023	2/24/2025	Deteriorated Structures	Closed/No Action	$0.00	House caught fire; roof compromised and open to elements
DS-069700-2025	4/28/2025	—	Deteriorated Structures	**Open**	$0.00	Burned substandard structure
DB-069701-2025	4/28/2025	—	Debris	**Open**	$0.00	Tires, beds, mattresses, water heater, etc.
JV-069702-2025	4/28/2025	—	Junk Vehicles	**Open**	$0.00	White Oldsmobile Achieva on property

---

3. Case Type Breakdown

Code Case Type	Total Cases	Open Cases	Total Fees/Balances
Deteriorated Structures	2	1	$0.00
Junk Vehicles	2	1	$0.00
Debris	1	1	$0.00
Weeds/Tall Grass/Rubbish/Brush	2	0	$0.00
Total	**7**	**3**	**$0.00**

---

4. Observations and Trends

- **Fire-Damaged Structure:** A major structure fire in 2023 caused significant deterioration; as of 2025, the property remains in a substandard state (Case DS-069700-2025).
- **Accumulated Debris:** Current open debris case includes discarded household items (tires, beds, water heater, mattresses).

- **Vehicle Concerns:** A junk vehicle (white Oldsmobile Achieva) is present, contributing to ongoing violations.
- **Prior Compliance:** Earlier weed and junk vehicle cases (2016–2021) were resolved with compliance and no balance due.
- **Current Status:** Three active violations remain open and require follow-up inspection and enforcement.

---

5. Current Open Cases (as of November 2025)

Case No.	Type	Opened	Description	Balance Due	Status
DS-069700-2025	Deteriorated Structures	4/28/2025	Burned substandard structure	$0.00	Open
DB-069701-2025	Debris	4/28/2025	Tires, beds, mattresses, water heater, etc.	$0.00	Open
JV-069702-2025	Junk Vehicles	4/28/2025	White Oldsmobile Achieva	$0.00	Open

---

6. Compliance History Summary

- **Total Closed Cases:** 4 (All Compliant or No Action)
- **Total Open Cases:** 3 (All Active Since April 2025)
- **Most Recent Enforcement Activity:** April 2025 – Multiple violations opened on same day following structure fire.
- **Nuisance:** Due to the condition on-site this property is a popular site for vagrant and homeless activity.
- **Recommendation:** The surviving heir previously requested assistance from the City. However, due to the circumstances identified during the review, consent for City-led demolition was not granted at that time. The case is now being presented to City Council for consideration of a Demolition Order.

December 4, 2025

KATHY THURMAN ESTATE
910 W. 19TH ST.
ODESSA, TX 79763-2807

ALFRED L. ROLLIE JR.
2409 VAN ST.
ODESSA, TX 79763

CITY OF MIDLAND
300 N. LORAINE ST.
MIDLAND, TX 79701

RONALD ROLLIE
608 BEAL ST.
ODESSA, TX 79761

CHRYSTAL DENISE ROLLIE
910 W. 19TH ST.
ODESSA, TX 79763-2807

ZEPHANIAH BLAYLOCK
3601 N. FAUDREE RD., APT. 1122
ODESSA, TX 79765-8591

NOTICE OF VIOLATION AND PUBLIC HEARING

Re: Notice of violation and public hearing regarding the single-family residence located at 211 North Marshall St., Midland, Texas 79701, on Lot 1, less the south 50 feet, Block 44, Original Town Addition, City and County of Midland, Texas (the "Building").

Greetings:

According to the records described by Section 214.001(q) of the Texas Local Government Code, each of the following is an owner, a lienholder, or a mortgagee of the above-described Building or property: Kathy Thurman Estate, 910 W. 19th St., Odessa, TX 79763-2870; Chrystal Denise Rollie, 910 W. 19th St., Odessa, TX 79763-2870; Alfred L. Rollie Jr., 2409 Van St., Odessa, TX 79763; Ronald Rollie, 608 Beal St., Odessa, TX 79761; Zephaniah Blaylock, 3601 North Faudree Rd., Apt. 1122, Odessa, TX 79765-5891; and the City of Midland, 300 N. Loraine St., Midland, TX 79701. If you no longer own or have an interest in the Building or the affected property, you must execute an affidavit stating that you no longer own or have an interest in the Building or the property and stating the name and last known address of the person who acquired the interest from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date of this letter. If the City does not receive the affidavit, it will be presumed that you own or have an interest in the Building or the property described in this notice.

This letter is your official notice of a violation and notice of a public hearing. The City of Midland's Building Official has identified the above-described Building as a Substandard Building because it is in

violation of the Minimum Standards according to Section 4-8-1 of the Midland Municipal Code. The following conditions of the Building were identified as violations of the Minimum Standards:

1. Exterior walls do not provide weather-resistance and have holes that open to the outside, violating Sections R317 and R703.1 of the 2018 International Residential Code (the "IRC");

2. Wooden building materials are improperly protected from the elements, violating Sections R317.1 and R703.1 of the IRC;

3. Roof coverings are not installed on the roof assembly, thereby compromising the protective function of the roof system, violating Sections R903, R904, and R905 of the IRC;

4. Much of the roof and roof framing is absent or otherwise cannot accommodate all the loads imposed and transmit the resulting loads to the structural elements, violating Section R801.2 of the IRC;

5. Exterior finish work is damaged or incomplete, leaving exterior sheathing exposed to the elements, violating Section R703.9 of the IRC; and

6. The Building is unfit for human habitation and is a hazard to the public health, safety, and welfare because it is structurally deficient due to decayed materials and loss of load-bearing components.

The Building Official has determined that the Building is a hazard to the health, safety, or general welfare of its occupants (if any), the citizens of the City of Midland, Texas, and the public and is a public nuisance. The Building Official has determined that the Building should be vacated and repaired as follows or demolished:

1. Repair or replace exterior walls and finish the weatherproofing system to prevent exposure to the elements in accordance with Sections R317 and R703 of the IRC;

2. Weatherproof all wood materials to prevent decay and rot in accordance with Section R317 of the IRC;

3. Install roof coverings on the roof assembly in accordance with Sections R903, R904, and R905 of the IRC;

4. Replace the wood roof framing in accordance with Section R801.2 of the IRC so that it is capable of accommodating all loads imposed in accordance with Section R301 of the IRC;

5. Repair or complete the damaged or incomplete exterior finish work to shield the exterior sheathing from the elements in accordance with Section 703.9 of the IRC;

6. Make all repairs necessary to remedy all structural deficiencies;

7. Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards;

8. Vacate all occupants from the Building before any work described herein is performed;

9. Obtain all applicable permits before performing work on the Building in accordance with Section R105 of the IRC;

10. Perform all work described herein in accordance with the IRC; and

11. Complete all required inspections under applicable valid and active permits as required by Section R109 of the IRC.

The Building Official has determined that the Building should be demolished if the above-described abatement actions are not taken.

A public hearing before the City Council has been scheduled for December 16, 2025, at 10:00 a.m. in the Council Chamber at City Hall located at 300 North Loraine, Midland, Texas 79701, on the issues of whether the Building is a Substandard Building and whether the abatement action(s) described above or other abatement action(s) should be taken. As an owner, a lienholder, or a mortgagee, you will be required to submit at the public hearing proof of the scope of any work that may be required to comply with the City's ordinances and the time it will take to reasonably perform the work.

IF THE CITY COUNCIL ORDERS THAT ABATEMENT ACTION BE TAKEN, THE FAILURE OF THE OWNER, LIENHOLDER, OR MORTGAGEE TO TAKE THE ORDERED ACTION MAY RESULT IN THE CITY TAKING ABATEMENT ACTION, INCLUDING THE POSSIBLE DEMOLITION OF THE BUILDING. IF THE CITY INCURS EXPENSES WHILE TAKING ABATEMENT ACTION, THE CITY MAY ASSESS THE EXPENSES ON, AND THE CITY WILL HAVE A LIEN AGAINST, UNLESS IT IS A HOMESTEAD AS PROTECTED BY THE TEXAS CONSTITUTION, THE PROPERTY ON WHICH THE BUILDING WAS LOCATED.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Jeff Pinkstaff
Building Official

City Council Meeting

Item Number: 52.
Meeting Date: December 16, 2025
To: City Council
From: Sean Bailey, Code Enforcement Officer I
Subject: RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE LOCATED ON LOT 9, BLOCK 136, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 301 SOUTH JEFFERSON STREET, MIDLAND, TEXAS 79701) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION

Purpose:
The purpose of this resolution is to address the substandard condition of the single-family residence located at 301 South Jefferson Street, Midland Texas 79701 (Lot 9, Block 136, Southern Addition). The structure has been vacant for several years and has deteriorated significantly due to the lack of maintenance, exposure to the elements, and unsecured openings. The City's building Official has determined that the building violates the Minimum Standards set forth in Section 4-8-1 of the Midland Municipal Code and multiple provisions of the International Residential Code, including requirements for weatherproofing, structural integrity, and roof assembly. This resolution authorizes the issuance of an order demolish the building within 30 days. If corrective action is not taken, the City is authorized to abate the nuisance.

Recommended Action:
Approve

Fiscal Impact:
If the City undertakes abatement, demolition is estimated at $10,000. Actual costs will be billed to the property owner after completion.

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
This resolution advances Goal 2 of the City of Midland’s Strategic Plan: Safe and Secure City by addressing a dangerous and deteriorated structure that poses a clear risk to public health,

safety, and welfare. The building has been vacant for an extended period and has significantly deteriorated due to lack of maintenance, exposure to the elements, and unsecured openings.

The City of Midland's Building Official has identified the structure as a Substandard Building under Section 4-8-1 of the Midland Municipal Code. Multiple violations of the 2018 International Residential Code (IRC) were documented, including:

1. Exterior walls with openings and insufficient weather protection (Sections R317 and R703.1).
2. Wooden building materials unprotected from weather and moisture (Sections R317.1 and R703.1).
3. Missing roof coverings, leaving the roof assembly without protective function (Sections R903, R904, and R905).
4. Absent or deficient roof framing incapable of supporting imposed structural loads (Section R801.2).
5. Incomplete or damaged exterior finish work that exposes sheathing to the elements (Section R703.9).
6. Structural decay and loss of load-bearing components rendering the building unfit for habitation and unsafe for the public.

Based on these documented conditions, the Building Official has determined that the structure is a public nuisance and presents a hazard to its occupants (if any), neighboring properties, and the general public. The building must be repaired to meet minimum standards or demolished. Required corrective actions include repairing or replacing exterior walls; weatherproofing wooden materials; installing roof coverings; reconstructing roof framing; correcting exterior finish deficiencies; resolving all structural failures; and obtaining required permits and inspections to ensure full compliance with the IRC. All abatement activities must be completed within 30 days of Council approval. If corrective actions are not taken, the Building Official has determined that the structure should be demolished.

Fiscal Impact

If the City undertakes abatement, demolition is estimated at $10,000. All applicable costs will be billed to the property owner upon completion, and unpaid charges may result in lien placement. By performing this work in-house using City personnel and equipment, the City minimizes costs and ensures timely abatement.

Strategic Plan Alignment

Removing substandard and unsafe structures directly supports Goal 2: Safe and Secure City by eliminating threats to neighborhood safety, reducing opportunities for crime, and improving overall community appearance. This property is one of the first among more than 100 substandard structures identified citywide that present life-safety hazards. Taking decisive action to remove or repair dangerous buildings protects residents, stabilizes neighborhoods, and reinforces Midland's vision of being the premier and safest city in West Texas.

Attachments:

A. RESOLUTION W/EXH - 301 S Jefferson w Exh
B. 2025.11.06 - 301 S Jefferson Order Revised
C. 301 S JEFFERSON CASE SUMMARY REPORT
D. 2025.11.06 - 301 S Jefferson Notice Revised

Sean Bailey, Development Services	Created/Initiated - 12/4/2025
Landon Ochoa, Development Services	Approved - 12/4/2025
Elizabeth Triggs, Development Services	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/6/2025
Jose Ortiz, City Manager	Approved - 12/6/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE LOCATED ON LOT 9, BLOCK 136, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 301 SOUTH JEFFERSON STREET, MIDLAND, TEXAS 79701) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of an order finding the Building described in the caption hereof to be a Substandard Building and ordering the owner(s) of said building and lienholder(s) and mortgagee(s) having an interest in said building, if any, to take certain abatement action and, if said action is not taken, authorizing the City of Midland to take abatement action;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That all recitals in the order, which is attached hereto as Exhibit A and incorporated herein for all purposes, are hereby adopted and approved for all purposes

SECTION TWO. That the order is hereby approved, and the Mayor is hereby authorized and directed to sign and issue the order on behalf of the City Council.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

AN ORDER OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, REGARDING THE ABATEMENT OF A SUBSTANDARD BUILDING LOCATED AT 301 SOUTH JEFFERSON STREET, MIDLAND, TEXAS 79701, ON LOT 9, BLOCK 136, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

WHEREAS, the City Council of the City of Midland, Texas, at a meeting at 10:00 a.m. on December 16, 2025, in the Council Chamber at City Hall located at 300 North Loraine Street, Midland, Texas 79701, conducted a public hearing concerning the single-family residence located at 301 South Jefferson Street, Midland, Texas 79701, on Lot 9, Block 136, Southern Addition, City and County of Midland, Texas (the "Building"); and

WHEREAS, the City Council finds that all notices of said public hearing were provided in accordance with Section 4-8-1 of the City Code and applicable state law; and

WHEREAS, the City Council takes notice of and incorporates all evidence presented to the City Council, including the issuance of notices, for its consideration of this matter and incorporates the same into the body of this Order for all purposes; and

WHEREAS, based upon the evidence presented, the City Council finds that the Building is in violation of the Minimum Standards as set out in Section 4-8-1 of the City Code, contains nuisance conditions that render it a hazard to the public health, safety, and welfare and that endanger or are likely to endanger persons or property, and is a Substandard Building as defined in Section 4-8-1 of the City Code;

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

1. That the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) of the Building shall within 30 days complete the following action(s):

    A. Repair the Building as follows:

        (1) Repair or replace exterior walls and finish the weatherproofing system to prevent exposure to the elements in accordance with Sections R317 and R703 of the 2018 International Residential Code (the "IRC");

        (2) Weatherproof all wood materials to prevent decay and rot in accordance with Section R317 of the IRC;

(3) Install roof coverings on the roof assembly in accordance with Sections R903, R904, and R905 of the IRC;

(4) Replace the wood roof framing in accordance with Section R801.2 of the IRC so that it is capable of accommodating all loads imposed in accordance with Section R301 of the IRC;

(5) Repair or complete the damaged or incomplete exterior finish work to shield the exterior sheathing from the elements in accordance with Section 703.9 of the IRC;

(6) Make all repairs necessary to remedy all structural deficiencies; and

(7) Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards; or

B. Demolish the Building.

2. That, in taking the action(s) described in 1 above, the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) shall:

A. Vacate all occupants from the Building before any work described herein is performed;

B. Obtain all applicable permits before performing work on the Building in accordance with Section R105 of the IRC;

C. Perform all work described herein in accordance with the IRC; and

D. Complete all required inspections under applicable valid and active permits as required by Section R109 of the IRC.

3. That if the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) fail to complete the required action(s) described above within the allotted time, the Building Official is authorized, on behalf of the City, to take the following action(s): demolish the Building. If the City incurs expenses in taking said action(s), the City may assess the expenses on, and the City may have a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the Building was located in accordance with applicable law.

4. That the City shall promptly mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver a copy of this Order to the owner(s) of the Building and to any lienholder(s) or mortgagee(s) of the Building, as determined through the use of the City's best efforts.

5. That within 10 days after the date of this Order, the City shall:

A. file a copy of the Order in the City Secretary's Office; and

B. publish in a newspaper of general circulation in the City a notice containing:

(1) the street address or legal description of the property;

(2) the date of the hearing;

(3) a brief statement indicating the results of the Order; and

(4) instructions stating where a complete copy of the Order may be obtained.

6. That this Order is the final decision of the City of Midland, Texas.

ORDERED THIS 16th DAY OF DECEMBER, 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

AN ORDER OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, REGARDING THE ABATEMENT OF A SUBSTANDARD BUILDING LOCATED AT 301 SOUTH JEFFERSON STREET, MIDLAND, TEXAS 79701, ON LOT 9, BLOCK 136, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

WHEREAS, the City Council of the City of Midland, Texas, at a meeting at 10:00 a.m. on December 16, 2025, in the Council Chamber at City Hall located at 300 North Loraine Street, Midland, Texas 79701, conducted a public hearing concerning the single-family residence located at 301 South Jefferson Street, Midland, Texas 79701, on Lot 9, Block 136, Southern Addition, City and County of Midland, Texas (the "Building"); and

WHEREAS, the City Council finds that all notices of said public hearing were provided in accordance with Section 4-8-1 of the City Code and applicable state law; and

WHEREAS, the City Council takes notice of and incorporates all evidence presented to the City Council, including the issuance of notices, for its consideration of this matter and incorporates the same into the body of this Order for all purposes; and

WHEREAS, based upon the evidence presented, the City Council finds that the Building is in violation of the Minimum Standards as set out in Section 4-8-1 of the City Code, contains nuisance conditions that render it a hazard to the public health, safety, and welfare and that endanger or are likely to endanger persons or property, and is a Substandard Building as defined in Section 4-8-1 of the City Code;

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

1. That the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) of the Building shall within 30 days complete the following action(s):

    A. Repair the Building as follows:

        (1) Repair or replace exterior walls and finish the weatherproofing system to prevent exposure to the elements in accordance with Sections R317 and R703 of the 2018 International Residential Code (the "IRC");

        (2) Weatherproof all wood materials to prevent decay and rot in accordance with Section R317 of the IRC;

(3) Install roof coverings on the roof assembly in accordance with Sections R903, R904, and R905 of the IRC;

(4) Replace the wood roof framing in accordance with Section R801.2 of the IRC so that it is capable of accommodating all loads imposed in accordance with Section R301 of the IRC;

(5) Repair or complete the damaged or incomplete exterior finish work to shield the exterior sheathing from the elements in accordance with Section 703.9 of the IRC;

(6) Make all repairs necessary to remedy all structural deficiencies; and

(7) Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards; or

B. Demolish the Building.

2. That, in taking the action(s) described in 1 above, the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) shall:

A. Vacate all occupants from the Building before any work described herein is performed;

B. Obtain all applicable permits before performing work on the Building in accordance with Section R105 of the IRC;

C. Perform all work described herein in accordance with the IRC; and

D. Complete all required inspections under applicable valid and active permits as required by Section R109 of the IRC.

3. That if the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) fail to complete the required action(s) described above within the allotted time, the Building Official is authorized, on behalf of the City, to take the following action(s): demolish the Building. If the City incurs expenses in taking said action(s), the City may assess the expenses on, and the City may have a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the Building was located in accordance with applicable law.

4. That the City shall promptly mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver a copy of this Order to the owner(s) of the Building and to any lienholder(s) or mortgagee(s) of the Building, as determined through the use of the City's best efforts.

5. That within 10 days after the date of this Order, the City shall:

A. file a copy of the Order in the City Secretary's Office; and

B. publish in a newspaper of general circulation in the City a notice containing:

(1) the street address or legal description of the property;

(2) the date of the hearing;

(3) a brief statement indicating the results of the Order; and

(4) instructions stating where a complete copy of the Order may be obtained.

6. That this Order is the final decision of the City of Midland, Texas.

ORDERED THIS 16th DAY OF DECEMBER, 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

City of Midland – Code Case Summary Report

Property Address: 301 South Jefferson Street, Midland, TX 79701
Report Date: November 5, 2025

---

1. Property Overview

Property Information	Details
Address	301 South Jefferson Street, Midland, TX 79701
Council District	District 2
Property Type	Residential / Vacant Lot
Primary Code Case Issues	Weeds/Tall Grass/Rubbish/Brush, Deteriorated Structures
Number of Code Cases	17 Total (2015–2025)
Open Cases	3
Closed Cases	14
Total Balance Due	$688.37

---

2. Summary of Code Cases (Chronological Order)

Case No.	Opened	Closed	Type	Status	Balance Due	Description
WL-005030-2015	12/9/2015	1/5/2016	Weeds/Tall Grass/Rubbish/Brush	Closed/Compliant	$0.00	WL8 Weedy Property
WL-007857-2017	1/4/2017	1/25/2017	Weeds/Tall Grass/Rubbish/Brush	Closed/Compliant	$0.00	—
WL-009039-2017	4/25/2017	6/12/2017	Weeds/Tall Grass/Rubbish/Brush	Closed/Compliant	$0.00	Owner called and asked for extension

Case No.	Opened	Closed	Type	Status	Balance Due	Description
WL-012465-2017	9/6/2017	10/18/2017	Weeds/Tall Grass/Rubbish/Brush	Closed/Compliant	$0.00	—
WL-003012-2018	7/20/2018	9/28/2018	Weeds/Tall Grass/Rubbish/Brush	Closed/Compliant	$0.00	Mow property
WL-004327-2018	9/26/2018	9/26/2018	Weeds/Tall Grass/Rubbish/Brush	Closed/No Action	$0.00	Weedy property
WL-004364-2018	9/28/2018	11/16/2018	Weeds/Tall Grass/Rubbish/Brush	Closed/Compliant	$0.00	Weedy property
WL-009385-2019	4/18/2019	7/3/2019	Weeds/Tall Grass/Rubbish/Brush	Closed/Compliant	$241.00	Lien filed – Weedy lots
WL-019583-2020	4/6/2020	5/8/2020	Weeds/Tall Grass/Rubbish/Brush	Closed/Compliant	$0.00	—
WL-028253-2021	7/7/2021	10/22/2021	Weeds/Tall Grass/Rubbish/Brush	Closed/Compliant	$0.00	—
WL-038694-2022	9/21/2022	11/2/2022	Weeds/Tall Grass/Rubbish/Brush	Closed/Compliant	$0.00	—
WL-053564-2023	12/11/2023	—	Weeds/Tall Grass/Rubbish/Brush	Closed	$0.00	High grass across entire property
DS-067097-2024	12/11/2024	—	Deteriorated Structures	Open	$0.00	Unmaintained / deteriorated structure
WL-067091-2024	12/11/2024	3/13/2025	Weeds/Tall Grass/Rubbish/Brush	Closed/Compliant	$0.00	High weeds and grass

Case No.	Opened	Closed	Type	Status	Balance Due	Description
WL-067180-2024	12/16/2024	12/16/2024	Weeds/Tall Grass/Rubbish/Brush	Closed/No Action	$0.00	High weeds in property
DS-069086-2025	3/11/2025	—	Deteriorated Structures	Open	$172.37	Building on property in a dilapidated state
WL-071159-2025	7/16/2025	8/20/2025	Weeds/Tall Grass/Rubbish/Brush	Closed/Compliant	$275.00	High weeds, grass & brush – repeat offender within 12 months

---

3. Case Type Breakdown

Code Case Type	Total Cases	Open Cases	Total Fees/Balances
Weeds/Tall Grass/Rubbish/Brush	13	0	$516.00
Deteriorated Structures	2	2	$172.37
Total	**15**	**3**	**$688.37**

---

4. Observations and Findings

- **Long-Term Violations:** The property has a documented history of repeated vegetation and rubbish violations dating back to 2015.
- **Structural Concerns:** Two open cases (DS-067097-2024 and DS-069086-2025) involve deteriorated structural conditions indicating potential safety risks.
- **Recurrent Non-Compliance:** Multiple “Weedy Lot” violations and at least one lien have been recorded due to recurring overgrowth and lack of maintenance.
- **Visibility and Condition:** The property is located in a visible residential area along one of the 12 most traveled roads and continues to impact surrounding neighborhood appearance.
- **Compliance Efforts:** Contact has been made with family members on multiple occasions with no resolve.

5. Current Status (as of November 2025)

Case No.	Type	Status	Notes
DS-067097-2024	Deteriorated Structures	Open	Unmaintained, deteriorated structure remains unsecured
DS-069086-2025	Deteriorated Structures	Open	Building remains in a dilapidated state
WL-053564-2023	Weeds/Tall Grass/Rubbish/Brush	Open	High grass across entire property

---

6. Recommendation

Due to the continuing unsafe and deteriorated condition of the structure, unlawful activity by the owners family, and the property's long-term history of recurring violations, it is **recommended that this property be presented to City Council for consideration of a Demolition Order** to mitigate public safety concerns and preserve neighborhood integrity.

December 4, 2025

GLYNDA BELL
306 E. WADLEY AVE.
MIDLAND, TX 79705

CITY OF MIDLAND
300 N. LORAINE ST.
MIDLAND, TX 79701

NOTICE OF VIOLATION AND PUBLIC HEARING

Re: Notice of violation and public hearing regarding the single-family residence located at 301 South Jefferson St., Midland, Texas 79701, on Lot 9, Block 136, Southern Addition, City and County of Midland, Texas (the "Building").

Greetings:

According to the records described by Section 214.001(q) of the Texas Local Government Code, each of the following is an owner, a lienholder, or a mortgagee of the above-described Building or property: Glynda Bell, 306 E. Wadley Ave., Midland, TX 79705; and the City of Midland, 300 N. Loraine St., Midland, TX 79701. If you no longer own or have an interest in the Building or the affected property, you must execute an affidavit stating that you no longer own or have an interest in the Building or the property and stating the name and last known address of the person who acquired the interest from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date of this letter. If the City does not receive the affidavit, it will be presumed that you own or have an interest in the Building or the property described in this notice.

This letter is your official notice of a violation and notice of a public hearing. The City of Midland's Building Official has identified the above-described Building as a Substandard Building because it is in violation of the Minimum Standards according to Section 4-8-1 of the Midland Municipal Code. The following conditions of the Building were identified as violations of the Minimum Standards:

1. Exterior walls do not provide weather-resistance and have holes that open to the outside, violating Sections R317 and R703.1 of the 2018 International Residential Code (the "IRC");

2. Wooden building materials are improperly protected from the elements, violating Sections R317.1 and R703.1 of the IRC;

3. Roof coverings are not installed on the roof assembly, thereby compromising the protective function of the roof system, violating Sections R903, R904, and R905 of the IRC;

4. Much of the roof and roof framing is absent or otherwise cannot accommodate all the loads imposed and transmit the resulting loads to the structural elements, violating Section R801.2 of the IRC;

5. Exterior finish work is damaged or incomplete, leaving exterior sheathing exposed to the elements, violating Section R703.9 of the IRC; and

6. The Building is unfit for human habitation and is a hazard to the public health, safety, and welfare because it is structurally deficient due to decayed materials and loss of load-bearing components.

The Building Official has determined that the Building is a hazard to the health, safety, or general welfare of its occupants (if any), the citizens of the City of Midland, Texas, and the public and is a public nuisance. The Building Official has determined that the Building should be vacated and repaired as follows or demolished:

1. Repair or replace exterior walls and finish the weatherproofing system to prevent exposure to the elements in accordance with Sections R317 and R703 of the IRC;

2. Weatherproof all wood materials to prevent decay and rot in accordance with Section R317 of the IRC;

3. Install roof coverings on the roof assembly in accordance with Sections R903, R904, and R905 of the IRC;

4. Replace the wood roof framing in accordance with Section R801.2 of the IRC so that it is capable of accommodating all loads imposed in accordance with Section R301 of the IRC;

5. Repair or complete the damaged or incomplete exterior finish work to shield the exterior sheathing from the elements in accordance with Section 703.9 of the IRC;

6. Make all repairs necessary to remedy all structural deficiencies;

7. Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards;

8. Vacate all occupants from the Building before any work described herein is performed;

9. Obtain all applicable permits before performing work on the Building in accordance with Section R105 of the IRC;

10. Perform all work described herein in accordance with the IRC; and

11. Complete all required inspections under applicable valid and active permits as required by Section R109 of the IRC.

The Building Official has determined that the Building should be demolished if the above-described abatement actions are not taken.

A public hearing before the City Council has been scheduled for December 16, 2025, at 10:00 a.m. in the Council Chamber at City Hall located at 300 North Loraine, Midland, Texas 79701, on the issues of whether the Building is a Substandard Building and whether the abatement action(s) described above or other abatement action(s) should be taken. As an owner, a lienholder, or a mortgagee, you will be required to submit at the public hearing proof of the scope of any work that may be required to comply with the City's ordinances and the time it will take to reasonably perform the work.

IF THE CITY COUNCIL ORDERS THAT ABATEMENT ACTION BE TAKEN, THE FAILURE OF THE OWNER, LIENHOLDER, OR MORTGAGEE TO TAKE THE ORDERED ACTION MAY RESULT IN THE CITY TAKING ABATEMENT ACTION, INCLUDING THE POSSIBLE DEMOLITION OF THE BUILDING. IF THE CITY INCURS EXPENSES WHILE TAKING ABATEMENT ACTION, THE CITY MAY ASSESS THE EXPENSES ON, AND THE CITY WILL HAVE A LIEN AGAINST, UNLESS IT IS A HOMESTEAD AS PROTECTED BY THE TEXAS CONSTITUTION, THE PROPERTY ON WHICH THE BUILDING WAS LOCATED.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Jeff Pinkstaff
Building Official

City Council Meeting

Item Number: 53.
Meeting Date: December 16, 2025
To: City Council
From: Gabriel McClelland, Engineering Services Director
Subject: AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT", CHAPTER 13, "MUNICIPAL DRAINAGE UTILITY" OF THE CITY CODE OF MIDLAND, TEXAS, SO AS (1) TO REVISE THE EXEMPTIONS TO THE DRAINAGE CHARGE AND (2) TO REVISE THE DRAINAGE CHARGE; PROVIDING FOR CRIMINAL ENFORCEMENT AND A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION

Purpose:

The purpose is to update the current Municipal Drainage Utility ordinance to revise and clarify the exemptions applied to the drainage charge and to revise the drainage charge to align with current operational and regulatory needs.

Recommended Action:
Staff recommends approval

Fiscal Impact:
Unknown

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
An update to the existing ordinance is necessary to revise the exemptions and update the drainage charge to ensure it accurately supports the City's current operational and maintenance needs.

Attachments:
A. ORDINANCE - Amend 11-13 - Drainage Charge FINAL Ord

Natalie Burgard, Engineering Services	Created/Initiated - 11/25/2025
Gabriel McClelland, City Secretary	Approved - 12/5/2025
Bobby Wojciechowski, Engineering Services	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/6/2025
Jose Ortiz, City Manager	Approved - 12/6/2025
Morris Williams, City Manager	Approved - 12/8/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT", CHAPTER 13, "MUNICIPAL DRAINAGE UTILITY" OF THE CITY CODE OF MIDLAND, TEXAS, SO AS (1) TO REVISE THE EXEMPTIONS TO THE DRAINAGE CHARGE AND (2) TO REVISE THE DRAINAGE CHARGE; PROVIDING FOR CRIMINAL ENFORCEMENT AND A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION

WHEREAS, the City Council passed Ordinance No. 9752, adopting Chapter 552, Subchapter C, Local Government Code and declaring the drainage of the City of Midland to be a public utility; and

WHEREAS, the City Council passed Ordinance No. 9753, establishing rules related to the drainage utility system, including rules pertaining to use, operation and financing; and

WHEREAS, the substance of Ordinance Nos. 9752 and 9753 pertaining the creation of the drainage utility system and the administration of the drainage utility system, as subsequently amended, is codified in Title XI, "Planning and Development", Chapter 13, "Municipal Drainage Utility" of the Midland City Code; and

WHEREAS, the City Council finds that Title XI, "Planning and Development", Chapter 13, "Municipal Drainage Utility" of the Midland City Code, as amended by this ordinance:

(A) establishes a schedule of drainage charges against all real property in the service area subject to charges under Subchapter C;

(B) provides for drainage for all real property in the service area on payment of drainage charges, except real property exempted under Subchapter C; and

(C) provides for drainage service on nondiscriminatory, reasonable, and equitable terms; and

WHEREAS, the City Council finds that the public health, safety, and general welfare will be best served by this ordinance; and

WHEREAS, the City Council finds that notices of the public hearing to consider this ordinance were given in accordance with all applicable laws, including publication in

a newspaper of general circulation in the City of Midland in accordance with Section 552.045 of the Texas Local Government Code; and

WHEREAS, the City Council finds that a public hearing to consider this ordinance was held during the regular meeting of the City Council at 10:00 a.m. on December 16, 2025, in the Council Chamber at City Hall, 300 North Loraine Street, Midland, Texas 79701;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That Title XI, "Planning and Development", Chapter 13, "Municipal Drainage Utility", Section 2, "Establishment of Drainage Utility; Service Area; exemptions; dedication of assets", Subsection (C) of the Midland City Code shall be amended to read in its entirety as follows:

(C) Pursuant to Texas Local Government Code Sections 552.053 and 580.003, the following property and entities shall be exempt from the provisions of this Chapter:

(1) Property with proper construction and maintenance of a wholly sufficient and privately owned drainage system;

(2) Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the City for maintenance;

(3) A subdivided lot, until a structure has been built on the lot and a Certificate of Occupancy has been issued by the City;

(4) Property owned by a religious organization that is exempt from taxation pursuant to Texas Tax Code Section 11.20;

(5) A state agency; and

(6) A public or private institution of higher education.

SECTION TWO. That Title XI, "Planning and Development", Chapter 13, "Municipal Drainage Utility", Section 13, "Drainage Charge" of the Midland City Code shall be amended to read in its entirety as follows:

11-13-13. Drainage Charge.

(A) A Drainage Charge is hereby imposed upon each Benefitted Property within the Service Area, which shall be billed on a monthly basis for the duration of the Drainage Utility.

(B) For purposes of imposing the Drainage Charge, a Benefitted Property is classified as either a Residential Property or a Commercial Property.

(C) A Residential Property shall be assigned an ERU value for the purpose of establishing the monthly Drainage Charge as follows:

(1) A Tier 1 Residential Property has an Impervious Area, as represented by the area of the footprint of each building on the Residential Property, less than or equal to 1,399 square feet and is assigned a value of 0.60 ERU.

(2) A Tier 2 Residential Property has an Impervious Area, as represented by the area of the footprint of each building on the Residential Property, greater than 1,399 square feet and not greater than 2,424 square feet and is assigned a value of 1.00 ERU.

(3) A Tier 3 Residential Property has an Impervious Area, as represented by the area of the footprint of each building on the Residential Property, greater than 2,424 square feet and is assigned a value of 1.70 ERU.

(D) A Commercial Property shall be assigned an ERU value for the purpose of establishing the monthly Drainage Charge as follows:

(1) A Tier 1 Commercial Property has an Impervious Area less than or equal to 8,339 square feet and is assigned a value of 2.90 ERU.

(2) A Tier 2 Commercial Property has an Impervious Area greater than 8,339 square feet and not greater than 18,702 square feet and is assigned a value of 6.50 ERU.

(3) A Tier 3 Commercial Property has an Impervious Area greater than 18,702 square feet and not greater than 47,853 square feet and is assigned a value of 15.00 ERU.

(4) A Tier 4 Commercial Property has an Impervious Area greater than 47,853 square feet and not greater than 92,740 square feet and is assigned a value of 34.20 ERU.

(5) A Tier 5 Commercial Property has an Impervious Area greater than 92,740 square feet and not greater than 261,475 square feet and is assigned a value of 77.00 ERU.

(6) A Tier 6 Commercial Property has an Impervious Area greater than 261,475 square feet and is assigned a value of 110.00 ERU.

(E) A monthly billing rate of **$4.90** is hereby established.

(F) The monthly Drainage Charge for a Benefitted Property shall be calculated by multiplying the Benefitted Property's ERU value by the monthly billing rate.

(G) The Engineering Services Director shall be responsible for determining the Impervious Area of each Benefitted Property based on reliable data including, but not limited to, MCAD data, GIS Database data, aerial photography, information received by the City through the building permit process, or other reliable means for determining Impervious Area. The Engineering Services Director may request additional information from the property owner, tenant, manager or developer to make the determination. The Engineering Services

Director may revise the amount of a Drainage Charge based on a change to the Impervious Area.

(H) No Drainage Charge credit shall be given for the installation of drainage facilities required by the Municipal Code or state law.

SECTION THREE. That the provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. That the penalty for a violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding five hundred dollars ($500.00) pursuant to State law. The definitions of all offenses under this ordinance do not require a culpable mental state. The definitions of all offenses under this ordinance plainly dispense with any mental element as authorized by Section 6.02 of the Texas Penal Code. It is hereby declared that for all offenses under this ordinance, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION SIX. This ordinance shall become effective on February 1, 2026.

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., 2025; 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., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Deputy City Manager

_____
Gabriel McClelland, Director of Engineering Services

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 54.
Meeting Date: December 16, 2025
To: City Council
From: Greg Snow, Police Chief
Subject: AN ORDINANCE AMENDING TITLE VI, "POLICE REGULATIONS" OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 11, "SEX OFFENDER REGULATIONS", SO AS TO PROHIBIT A SEX OFFENDER (1) FROM RESIDING WITHIN 1,500 FEET OF PREMISES WHERE CHILDREN COMMONLY GATHER AND (2) FROM ENTERING PREMISES WHERE CHILDREN COMMONLY GATHER; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION

Purpose:

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:

Attachments:
A. ORDINANCE - Add 6-11 - Sex Offender Regulations FINAL Ord

Greg Snow, Police Department	Created/Initiated - 12/4/2025
Greg Snow, Police Department	Approved - 12/4/2025
Christy Weakland, City Secretary	Approved - 12/4/2025
Linda Ochoa, Legal	Approved - 12/5/2025
Jose Ortiz, City Manager	Approved - 12/5/2025
Morris Williams, City Manager	Approved - 12/8/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE VI, "POLICE REGULATIONS" OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 11, "SEX OFFENDER REGULATIONS", SO AS TO PROHIBIT A SEX OFFENDER (1) FROM RESIDING WITHIN 1,500 FEET OF PREMISES WHERE CHILDREN COMMONLY GATHER AND (2) FROM ENTERING PREMISES WHERE CHILDREN COMMONLY GATHER; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION

WHEREAS, the City Council finds it to be in the public interest, including in the interest of public health and safety, to prohibit sex offenders from residing within 1,500 feet of premises where children commonly gather and to prohibit sex offenders from entering premises where children commonly gather;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That Title VI, "Police Regulations" of the City Code of the City of Midland, Texas, is hereby amended to add Chapter 11, "Sex Offender Regulations", which shall read in its entirety as follows:

6-11-1. Purpose.

The purpose of this Chapter is to protect children and promote the health, safety, morals, and general welfare of children by prohibiting sex offenders from residing within 1,500 feet of premises where children commonly gather and from entering premises where children commonly gather.

6-11-2. Definitions.

As used in this Chapter:

(A) *Child safety zone* means premises where children commonly gather. The term includes a school, day-care facility, stadium, public park, public playground, public or private youth center, public swimming pool, video arcade facility, or other facility that regularly holds events primarily for children. The term does not include a church, as defined by Section 544.251, Insurance Code.

(B) *Effective date of this Chapter* means February 1, 2026.

(C) *Minor* means a person younger than 17 years of age.

(D) *Playground* has the meaning assigned by Section 481.134, Health and Safety Code.

(E) *Premises* means a lot or tract of land and includes all buildings and appurtenances thereon.

(F) *Property line of the child safety zone's premises* means the property line of the premises of a child safety zone that is located nearest to the premises of a sex offender's residence.

(G) *Property line of the sex offender's residential premises* means the property line of the premises of a sex offender's residence that is located nearest to the premises of a child safety zone.

(H) *Residence* means:

1. a place where a person abides, lodges or resides for 14 or more consecutive days;

2. a place where a person abides, lodges or resides for a period of 14 or more days in the aggregate during any calendar year; or

3. a place where a person routinely abides, lodges or resides for a period of four or more consecutive or nonconsecutive days in a month.

(I) *School* has the meaning assigned by Section 481.134, Health and Safety Code.

(J) *Sex offender* means an individual who is required to register as a sex offender under Chapter 62, Code of Criminal Procedure.

(K) *Sex offender database* means the Texas Department of Public Safety's computerized database containing information about sex offenders.

(L) *Video arcade facility* has the meaning assigned by Section 481.134, Health and Safety Code.

(M) *Youth center* has the meaning assigned by Section 481.134, Health and Safety Code.

6-11-3. Prohibited residency; exception; penalty; affirmative defenses.

(A) *Prohibited residency.* A sex offender shall not establish or maintain a residence in, on, or within 1,500 feet of a child safety zone.

(B) *Exception.* It is an exception to the application of Subsection (A) that an exemption was granted to the sex offender in accordance with Section 6-11-6 and that the sex offender was acting in compliance with the exemption.

(C) *Penalty.* A person who violates Subsection (A) shall be guilty of a misdemeanor and fined in a sum not to exceed $500.00. A person commits a separate and distinct offense for each separate violation of a provision of Subsection (A). A person commits a separate and distinct offense each day during which a violation of Subsection (A) is committed or continued. Evidence of a culpable mental state is not required to prove a criminal offense under Subsection (A). It is hereby declared that, for all offenses prosecuted under Subsection (A), the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

(D) *Affirmative defenses.* It is an affirmative defense to prosecution under this Section:

1. that the sex offender established the residence prior to the effective date of this Chapter and has complied with all applicable state laws concerning sex offender registration since the effective date of this Chapter;

2. that the sex offender established the residence prior to the establishment of the child safety zone within 1,500 feet of the residence and has complied with all applicable state laws concerning sex offender registration since the establishment of such child safety zone;

3. that the sex offender was a minor when he or she committed the offense that gave rise to his or her status as a sex offender and was not convicted of such offense as an adult;

4. that the sex offender is a minor; or

5. that the sex offender was expressly authorized by an order of a court of competent jurisdiction to establish or maintain the residence.

6-11-4. Prohibited entry; exception; penalty; affirmative defenses.

(A) *Prohibited entry.* A sex offender shall not enter the premises of a child safety zone.

(B) *Exception.* It is an exception to the application of Subsection (A):

1. that an exemption was granted to the sex offender in accordance with Section 6-11-6 and that the sex offender was acting in compliance with the exemption;

2. that the sex offender entered the premises of the child safety zone for the limited purpose of attending a meeting of a governmental body that was occurring on the premises of the child safety zone; or

3. that a polling place was located on the premises of the child safety zone, the sex offender was qualified to vote at such polling place, and the sex offender entered the premises of the child safety zone for the limited purpose of voting.

(C) *Penalty.* A person who violates Subsection (A) shall be guilty of a misdemeanor and fined in a sum not to exceed $500.00. A person commits a separate and distinct offense for each separate violation of a provision of Subsection (A). A person commits a separate and distinct offense each day during which a violation of Subsection (A) is committed or continued. Evidence of a culpable mental state is not required to prove a criminal offense under Subsection (A). It is hereby declared that, for all offenses prosecuted under Subsection (A), the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

(D) *Affirmative defenses.* It is an affirmative defense to prosecution under this Section:

1. that the sex offender was a minor when he or she committed the offense that gave rise to his or her status as a sex offender and was not convicted of such offense as an adult;

2. that the sex offender was expressly authorized by an order of a court of competent jurisdiction to enter the premises of the child safety zone; or

3. that the sex offender is a parent, and the sex offender entered the premises of the child safety zone for the limited purpose of picking up or dropping off the sex offender's own child.

6-11-5. Evidentiary matters; measurements.

(A) *Sex offender database records.* It shall be prima facie evidence that a person is a sex offender if the person's record appears in the sex offender database.

(B) *Judicial notice.* The Municipal Court upon its own motion may, or upon the motion of a party shall, take judicial notice of relevant records that appear in the sex offender database, relevant records maintained by a county clerk, relevant records maintained by a district clerk, relevant records maintained by an appraisal district, and relevant utility account records maintained by the City of Midland.

(C) *Measurements.* For purposes of Section 6-11-3, distance shall be measured by following a straight line from the property line of the sex offender's residential premises to the property line of the child safety zone's premises.

6-11-6. Exemptions; rescission of exemptions.

(A) *Exemptions.* Exemptions from the provisions of this Chapter shall not be contrary to the public interest but may be granted when, owing to special conditions, a literal enforcement of the provisions of this Chapter will result in unnecessary hardship. A sex offender may request an exemption from a provision of this Chapter by submitting a written request to the Chief of Police stating why an exemption should be granted. The Chief of Police may prescribe an application form by which an exemption may be requested. The decision of the Chief of Police on a request for an exemption may be based solely on the information contained in the written request without further hearing and shall be final.

(B) *Rescission.* The Chief of Police may rescind an exemption at any time by notifying the sex offender in writing of the rescission and the sex offender's right to appeal the rescission. If an exemption is rescinded, a sex offender may appeal the rescission by submitting a written notice of appeal to the City Manager stating why the exemption should not be rescinded. The submission of a notice of appeal shall not stay the rescission of an exemption during the pendency of the appeal. The City Manager, a Deputy Assistant City Manager, or an Assistant City Manager shall consider the notice of appeal and render a decision, which may be based solely on the information contained in the notice of appeal and shall be final.

SECTION TWO. That the provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall

not affect the validity of the remaining portions of this ordinance. The City Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. That the penalty for a violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding five hundred dollars ($500.00) pursuant to State law. The definitions of all offenses under this ordinance do not require a culpable mental state. The definitions of all offenses under this ordinance plainly dispense with any mental element as authorized by Section 6.02 of the Texas Penal Code. It is hereby declared that for all offenses under this ordinance, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION FIVE. That this ordinance shall become effective on February 1, 2026.

SECTION SIX. That the City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; 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., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Greg Snow, Chief of Police

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 55.
Meeting Date: December 16, 2025
To: City Council
From: Christy Weakland, Finance Director
Subject: AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION

Purpose:
Revise an ordinance establishing regulatory and user fees collected by the City of Midland to adequately cover the costs and expenses incurred by the City in connection with providing the services associated with said fees.

Recommended Action:
APPROVE

Fiscal Impact:
Regulatory and User Fees generate revenue designed to cover the cost of the service being provided by the City of Midland.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Updates were made to departments as outlined below. Corresponding exhibits are attached.

1. **Airport** – *Maximum per 24-hour Period* for Covered and In Close Parking (Exhibit M) was increased.
2. **Downtown Parking Program —** Establish two fees for Downtown Parking (Exhibit O).
3. **ROW Patio Program —** Establish fees for Right-of-Way Patio Program (Exhibit P).

Attachments:
A. ORDINANCE W/EXH - Adopt Fee Schedule December 2025 Ord w Exh
B. Master Fee Schedule - v2
C. Fee Schedule Changes For FY2026 - Effective Feb 1

Jamie Barton, Finance — Created/Initiated - 12/3/2025
Christy Weakland, Finance — Approved - 12/5/2025

Linda Ochoa, Legal	Approved - 12/8/2025
Jose Ortiz, City Manager	Approved - 12/8/2025
Morris Williams, City Manager	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION

WHEREAS, the City Council finds it to be in the public interest to establish fees collected by the City of Midland in order to adequately cover the costs and expenses incurred by the City in connection with providing the services associated with said fees; and

WHEREAS, the City Manager's designees have prepared Exhibits A through R, which are attached hereto and incorporated herein for all purposes, identifying said fees (collectively, the "Fee Schedule"); and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to adopt the Fee Schedule and to establish the fees identified therein as the fees to be collected by the City of Midland, said fees being reasonably related to the costs and expenses incurred by the City in connection with providing the services associated with said fees;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are adopted as part of this ordinance for all purposes.

SECTION TWO. That the Fee Schedule is hereby approved and adopted. The fees identified in the Fee Schedule are hereby established as the fees to be collected by the City of Midland except for the following types of fees: a fee charged to a requestor who submits a request for information under the Texas Public Information Act; a fee assessed by the Municipal Court that is not identified in the Fee Schedule; a fee established by a contract, to the extent that the fee established by the contract conflicts with or is not identified in the Fee Schedule; a drainage charge; an impact fee; a fee prescribed by a state law, rule, or regulation; or a fee for which a state law, rule, or regulation, or the City Charter requires a

procedure to be followed to establish the fee other than the procedure that was followed to adopt the Fee Schedule.

To the extent that a fee identified in the Fee Schedule conflicts with a fee that was previously established by ordinance (including an ordinance that has been codified in the City Code), resolution, or other City of Midland instrument, this ordinance shall supersede such previous ordinance, resolution, or other instrument, and the fee identified in the Fee Schedule shall be the applicable fee.

To the extent that a fee identified in the Fee Schedule conflicts with a fee prescribed by a state law, rule, or regulation, the fee prescribed by the state law, rule, or regulation shall be the applicable fee.

To the extent that a fee identified in the Fee Schedule is a fee for which a state law, rule, or regulation, or the City Charter requires a procedure to be followed to establish the fee other than the procedure that was followed to adopt the Fee Schedule, such fee that was previously established by following the applicable procedure shall be the applicable fee.

SECTION THREE. That any person wishing to appeal the payment of a fee identified in the Fee Schedule may do so in accordance with the law, rule, regulation, or ordinance that established the procedure for appealing such fee. To the extent that no such appeal procedure has been established for a fee identified in the Fee Schedule that is not a fee assessed by the Municipal Court, the following appeal procedure shall apply:

A. Any person may appeal in writing to the City Manager, or the City Manager's designee, prior to paying the fee or after paying the fee. Any person may appeal in writing to the City Manager, or the City Manager's designee, if the person believes that he or she cannot afford the fee. The person may seek an exemption from all or part of the fee. The City Manager, or the City Manager's designee, shall make certain that the fee is not paid under duress. If a person wishes to appeal after payment of the fee, the person shall appeal in writing to the City Manager, or the City Manager's designee, within ten (10) calendar days of paying the fee.

B. During the pendency of the appeal, the City shall not file criminal charges against any person related to non-payment of the fee if the fee is not paid. Additionally, the City shall not file criminal charges against a person in an attempt to collect the fee.

C. The City Manager, or the City Manager's designee, shall provide a full and meaningful review process. The City Manager, or the City Manager's designee, shall provide a fair opportunity for a person to challenge the accuracy and legal validity of his or her fee obligation. The City Manager, or the City Manager's designee, shall also provide a clear and certain remedy for any erroneous or unlawful fee collection to ensure that the opportunity to contest the fee is a meaningful one. Options that the City Manager, or the City Manager's designee, shall consider in providing a clear and certain remedy are a refund of any excess fee paid, as well as other factors, such as ensuring that a person may continue the operation of his or her business.

D. The City Manager, or the City Manager's designee, shall make his or her decision within ten (10) days of receiving the written notice of appeal. The City Manager, or the City Manager's designee, shall ensure that a person has all rights under any applicable law. A person shall incur no financial hardship by exercising his or her right to appeal.

SECTION FOUR. That the provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section,

subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. That this ordinance shall become effective on February 1, 2026.

SECTION SEVEN. That the City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; 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., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tommy Gonzalez, City Manager

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

Exhibit A

City Secretary

	Fee
BUSINESS REGULATIONS	
Junk and Secondhand Goods License (original)	$25.00
Renewal of Junk and Secondhand Goods	$10.00
Alcoholic Beverage License Fee	1/2 of State Fee
Taxicab Annual Operating Fee (each)	$200.00
Limo or Shuttle Operating Fee (each)	$100.00

Exhibit B

Parks

	Fee
SHOWMOBILE	
Deposit	$1,000.00
Rental Fee (minimum of 4 hours)	$75.00/hr
Extensions	$100.00
Show Lights	$200.00
Deposit for Show Lights	$500.00
PORTABLE BLEACHERS	
Deposit	$100.00
Rental Fee (per day)	$100.00
PORTABLE STAGE	
Deposit	$100.00
Rental Fee	$250.00
TRASH CANS	
Deposit	$100.00
Rental Fee (minimum of 10 cans)	$5.00/can/day
PARK PAVILION RENTAL	
Deposit	$100.00
Rental Fee 9am-10pm	$60.00
Rental Fee 9am-3pm	$30.00
Rental Fee 4pm-10pm	$40.00
BEAL RANCH HOUSE	
Deposit w/o Alcohol	$300.00
Deposit w/Alcohol	$500.00
Rental Fee (per hour)	$50.00
GAZEBO RENTALS - WADLEY AND BEAL	
Deposit	$100.00
Rental Fee 9am-3pm	$50.00
Rental Fee 4pm-10pm	$50.00
Rental Fee 9am-10pm	$100.00
BASEBALL/SOFTBALL FIELD RENTALS	
Artificial Turf Fields Rental Fee	$75.00/hr
Deposit for Artificial Turf Field Rental	$100.00
Natural Turf Field Rental Fee	$25.00/hr
Lights	$25.00/hr
Tournament Fee	$35.00/team
Tournament Cleaning Fee	$150/field
Tournament Deposit	$100/field
Temporary Fence Set Up On Artificial Turf Field	$200/field
Game Cleaning Fee	$75/Field
FOOTBALL/SOCCER FIELD RENTALS	
Artificial Turf Fields Rental Fee	$65.00/hr
Deposit for Artificial Turf Field Rental	$100.00
Natural Turf Field Rental Fee	$25.00/hr
Lights	$25.00/hr
Tournament Fee	$35/Team with min. of $500/field

Exhibit B

Parks

	Fee
Tournament Cleaning Fee	$150/field
Tournament Deposit	$100/field
Game Cleaning Fee	$75/Field
CONCESSION RENTALS	
Concession Stand Deposit	$100.00
Concession Stand Rental	$25.00/hr
ULMER SAND VOLLEYBALL COURT	
Deposit	$25.00
Rental Fee	$25.00/day
WHITEHOUSE RENTAL	
Deposit	$200.00
Rental Fee 10am-4pm	$200.00
Rental Fee 6pm-12am	$200.00
Rental Fee All Day	$400.00

Exhibit C

Recreation

	Fee
CITY POOL RATES	
Entry Fee	$5.00
Children Under 2	Free
10 Punch Card	$30.00
25 Punch Card	$62.50
50 Punch Card	$100.00
Personal Cooler Admission	$10.00
Soda	$3.00
Water	$2.00
Snacks	$2.00
Ice Cream	$4.00
Swim Lesson (1 week)	$25.00
Life Jacket Rental	Free
PRIVATE RENTALS	
Deposit	$150.00
Rental Fee (2 hours)	$900.00
POOL PAVILION RENTALS (Doug Russell Only)	
Deposit	$150.00
Rental Fee	$100/session
MARTIN LUTHER KING RECREATION CENTER	
Activity Room	per hour
During Operation	$25.00
After Hours	$50.00
Deposit	$100.00
Activity Room w/ Game Room	per hour
During Operation	$50.00
After Hours	$70.00
Deposit	$300.00
Auditorium	per hour
During Operation	$50.00
After Hours	$75.00
Deposit No Alcohol	$500.00
Deposit Alcohol	$750.00
Gymnasium	per hour
During Operation	$40.00
After Hours	$60.00
Deposit	$200.00
MLK Volleyball Net Setup Fee	$15.00

Exhibit C

Recreation

	Fee
Training Room	per hour
Sporting Events ONLY	
During Operation	$50.00
After Hours	$75.00
Deposit	$1,000.00
Daily Entrance Fee	$1.00
Monthly Membership	$15.00
MOVIE SCREEN	
Deposit	$1,000.00
Fee (maximum 4 hours)	$500.00

Exhibit D

Health and Senior Services

	Fee
ENVIRONMENTAL SECTION	
Mobile Food Vendor	
Mobile Food Vendor	$175.00
Mobile Food (Seasonal)	$105.00
Temporary Permit	$70.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Food Services Establishments	
1 thru 5 Employees	$150.00
6 thru 10 Employees	$200.00
11 or More Employees	$250.00
Deli/Meat Market/Bakery	$75.00
Farmers Market	$50.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Retail Food Store	
1 thru 5 Employees	$150.00
6 thru 10 Employees	$200.00
11 or More Employees	$250.00
Temporary Permit	$70.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Child Care Programs	
Day Care	$100.00
Foster Care	$50.00
Child Care Program for After School	$50.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Swimming Pool, Spa, or Water Feature Permit	
Swimming Pool or Spa Permit	$100.00
Water Feature Permit	$100.00
Non-Profit Yearly	$30.00
Non-Profit Temporary	$30.00
Re-inspection (When Establishment is Shut Down)	$75.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Septic System Inspections	
Septic System Residential	$150.00
Septic System Commercial	$210.00
Septic re-inspection (When Fails Initial Inspection)	$75.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee

Exhibit D

Health and Senior Services

	Fee
Permits and Inspections	
Re-Inspection (All Services)	$75.00
CLINICAL SECTION	
Health Department Services	
Infanrix/Daptacel (DTaP)	$45.00
Kinrix (DTaP & Polio)	$65.00
Pentacel (DTaP & Polio & Flu Type B)	$120.00
Pediarix (DTAP, Hep B, & IPV)	$100.00
IPOL IPV (Polio)	$45.00
Haverix Pedi HEP A	$40.00
Engerix Pedi HEP B	$35.00
Acthib/Hiberix - HIB (Flu Type B)	$20.00
Vaxelis (DTaP, HIB, Polio & HEB B)	$155.00
Rototeq/Rotarix (Rotavirus)	$145.00
Proquad (MMR & Varicella)	$280.00
Prevnar20/Vaxneuvance 15 (Pneumococcal Conjugate)	$270.00
Pneumovax 23 (PPSV23-Pneumococcal Conjugate)	$125.00
MMR II	$95.00
Varivax (Varicella)	$185.00
Tenivac (TD-Tetanus & Diptheria)	$45.00
Boostrix/Adacel - TDAP (Tetanus Diptheria and Pertussis)	$50.00
Gardasil (HPV 9)	$315.00
Menqaudfi/Menveo (Meningitis)	$200.00
Trumenba (Meningococcal Group B)	$190.00
Bexsero (Meningococcal Group B)	$220.00
Penbraya (MCV A, C, W, Y & B)	$230.00
Havrix (Adult Hep A)	$80.00
Energix (3-dose Adult Hep B)	$65.00
Heplisav (2-dose Adult Hep B)	$145.00
Abrysvo/Arexvy (Adult RSV)	$300.00
Beyfortus (Infant RSV)	$515.00
RabAvert (Rabies)	$590.00
Imovax (Rabies)	$420.00
Pfizer- Infant (COVID-19)	$65.00
Pfizer- Adolescent (COVID-19)	$90.00
Pfizer- Adult (COVID-19)	$140.00
Moderna- Adult (COVID-19)	$145.00
Shingrix (Shingles)	$220.00
Infant flu	$25.00
Flu	$30.00
High Dose Flu	$70.00
Flublok	$70.00

Exhibit D

Health and Senior Services

	Fee
Yellow Fever	$225.00
Dengue	$70.00
Typhoid (Typhim Vi)	$150.00
Mpox	$275.00
TB Test	$15.00
TB Clinic	$15.00
Pregnancy Test-Urine	$15.00
Pregnancy Test - Blood	$15.00
STD Testing	$30.00
STD Clinic Treatment	$15.00
STD Clinic Retreatment	$15.00
Prep Panel	$70.00
Prep Office Visit	$15.00
Rapid GC/CT	$50.00
Rapid Trichomoniasis	$10.00
Rapid Syphilis	$20.00
Rapid HIV	$25.00
Renal Panel	$4.00
Lipid Panel	$4.00
Comprehensive Metabolic Panel (CMP)	$4.00
Complete Blood Count (CBC)	$3.00
Hemoglobin A1c	$6.00
PSA Total Screen	$8.00
Hepatitis B Surface Ab	$8.00
Hepatitis B Surface Ag	$8.00
Hepatitis C Ag	$9.00
Hepatitis C Ab	$9.00
MMR/Varicella Panel	$36.00
Administration Fees	
Insured	$60.00
TVFC 1=$10, 2=$20, >or= 3 = $30	
Refugee	$0.00
Medicaid/CHIP	$13.75
Medicare Flu or Pneumonia	$60.00

Exhibit E

Animal Services

	Fee
ADOPTION FEES	
Adoption Fees (Includes Micro Chipping)	$50 for Cats; $75 for Dogs
Ducks, Rabbits, Other	$5.00
Surgery Deposit	$100.00
VACCINES AND MEDICAL FEES	
Rabies ($10 Special Event and $20 Regular)	$10.00 or $20.00
IMPOUNDEMENT FEES	
Impoundment - 1st Offense (altered)	$25.00
Impoundment - 1st Offense (unaltered)	$100.00
Impoundment - 2nd Offense (altered)	$50.00
Impoundment - 2nd Offense (unaltered)	$150.00
Impoundment - 3rd Offense (altered)	$75.00
Impoundment - 3rd Offense (unaltered)	$200.00
Livestock Impoundment	$150.00
BOARDING & QUARINTINE	
Boarding (per day)	$10.00
Quarantine Fees (minimum of 10 days)	$10.00/day
PICK-UP FEES	
Pickup Fee - Owner Release	$15.00
Pickup Fee -Owner Release (additional animals)	$5.00/each
Pickup Fee -Owner release (litter)	$100.00
Pickup Fee - Deceased	$10.00
Pickup Fee - Dead Small Livestock	$50.00
Pickup Fee- Deceased Livestock	$150.00
MISCELLANEOUS FEES	
Drop off Fee - Owner Release	$25.00
Rabies Specimen Shipping	$100.00
Dangerous Dog Yearly Registration	$50.00
Off Leash Training Permit	$5.00
MICROCHIPPING	
Microchips	$10.00
PET LICENSES	
Pet License (yearly)	$10.00
Pet License (replacement)	$1.00

Exhibit F

Golf Course

	Fee
Green Fee - Weekday	$31.00
Green Fee - Weekend	$36.00
Green Fee - After 4:00PM	$21.00
Green Fee - Weekend AM - 9 Holes	$18.00
Green Fee - Weekday Senior	$20.00
Green Fee - Weekday Senior - 9 Holes	$13.00
Green Fee - Junior/High School/College	$9.50
Green Fee - Senior Annual Pass (Monday- Thursday)	$500.00
Green Fee - Senior w/Annual Pass (per round)	$5.00
Cart Fee - 18 holes per rider (w/tax)	$18.00
Cart Fee - 9 holes per rider (w/tax)	$9.00
Cart Fee - Spectator Cart (limited availability)	$75.00
Cart Fee - Youth Tournament Spectator Cart (full cart)	$36.00
Tournament Fee - Weekday (per player)	$55.00
Tournament Fee - Weekend (per player)	$65.00
Tournament Cooker Fee (per player) - Revenue to Concessionaire	$5.00
Range Balls - Small Bucket (w/tax)	$9.00
Range Balls - Medium Bucket (w/tax)	$11.00
Range Balls - Large Bucket (w/tax)	$16.00
Range Balls - Tournament Bucket (w/tax)	$5.00
No Show Fee (per reservation)	$50.00
Club Rental	$40.00
Pull Cart Rental	$5.00

Exhibit G

Planning

	Fee
PRELIMINARY PLAT APPLICATION	
Sketch Plan Application (1st review)	$225.00
Sketch Plan Application (2nd review)	$100.00
Preliminary Plat Application (up to 50 acres)	$350.00
Preliminary Plat Application (over 50 acres)	$500.00
Preliminary Plat Reinstatement	$50.00
FINAL PLAT APPLICATION	
Standard Plat or Residential Up to 50 acres (plus $1 per page)	$355.00
Standard Plat or Residential Over 50 acres (plus $1 per page)	$505.00
Administrative Plat	$250.00
Digital File Conversion Fee	$50.00
Recording Fees- Plats Up to 18"x24"	$60.00
Recording Fees- Plats Over 18"x24"	$80.00
Related Documents	$26.00
30-day Extension for Plat	$50.00
REPLAT	
Replat with Public Hearing	$250.00
Replat without Public Hearing	$250.00
ANNEXATION/ZONE CHANGE APPLICATION	
Standard Zone Change	$500.00
Planned District Zone Change	$650.00
Multiple PD Proposal Basic	$550.00
Multiple PD Proposal Per Additional District	$100.00
Additional PD Regulations	$75.00
Site Plan in PDF Format for City Council	$50.00
Application Fee	$500.00
Zoning Board of Appeal Fee	$600.00
Special Exception Application Fee	$500.00
Zone Change in Council District 2 from MF-22, Multiple-Family Dwelling District or C, Commercial District to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District	$0.00
Zoning Verification Letter	$25.00
OIL AND GAS	
Amendment Fee	$1,000.00
Certification Fee & Inspection	$300.00
Oil & Gas Application Fee	$4,000.00
Well Transfer Fee	$500.00
Appeal Fee (takings)	$250.00

***TX State HB-40 recognizes Ordinance 8769 including fees and may not be amended**

Exhibit G

Planning

	Fee
CREDIT ACCESS BUSINESS	
Application Fee	$50.00
SPECIFIC USE PERMIT (SUP) / SPECIFICATION USE DESIGNATION (SUD)	
Application for SUP/SUD with Term for Alcoholic Beverage	$300.00
Application for General SUP/SUD	$400.00
Renewal SUP/SUD	$75.00
TEMPORARY MOBILE HOME	
Special Temporary Permit for Manufactured Home App (Based on Genuine Hardship Condition)	$50.00
Special Temporary Permit for Manufactured Home App (For Occupancy by a Caretaker, Manager, or Guard)	$100.00
RESTRICTED MASSAGE ESTABLISHMENT	
Restricted Massage Establishment License (2 year term)	$540.00
Request Exemption from Restricted Massage Establishment Licen	$120.00
DEDICATIONS	
Review Fee	$400.00
VACATION	
Application Fee	$400.00
CREATION OF A BUILDING SITE	
Application Fee	$400.00
MASTER SIGN PLAN	
Application Fee	$300.00
TRAFFIC IMPACT	
Traffic Impact (Staff Study)	$350.00
Traffic Impact (Review of Submittal)	$600.00
PORTABLE STORAGE CONTAINERS	
Freight or Portable storage cont.- permit fee	$125.00
Each add'l on same property	$25.00
90- day permit fee for storage container	$150.00
Each add'l container	$25.00
45- day permit fee for storage container	$125.00
Each add'l container	$25.00
30 day permit fee for storage container	$75.00
CERTIFICATE OF OCCUPANCY AND COMPLIANCE	
Certificate of occupancy and compliance	$10.00

Exhibit H

Code

	Fee
BUILDING PERMITS	
COMMERCIAL	
Commercial Construction Permit Fee Based Upon Valuation	
$0-$20,000	$100.00
$20,001 and Up	$100 for first $20k+ $3.5k for each add'l $1k or part thereof
RESIDENTIAL	
Construction Permit Fee	31.5 cents per sq.ft.
Sidewalk/ROW Residential (no building permit)	$50.00
Sidewalk/ROW Commercial (no building permit)	$200.00
Fence Fee	$50.00
Manufactured Home	$200.00
Manufactured Home Skirting Deposit	$100.00
Moving Fee	$200.00
Non-Profit Residential	$150.00
Temporary Structure	$100.00
Detached Accessory (120 sq.ft. or less)	$50.00
Detached Accessory (120 sq.ft. to 200 sq.ft.)	$100.00
DEMOLITION PERMITS	
Commercial Demo Fee - Building	$500.00
Commercial Demo Fee - Interior	$100.00
Residential or Accessory Building	$50.00
TEMPORARY SIGN PERMITS	
Permanent Sign Permits	$50.00
Temporary Sign Annual Permit Fee	$50.00
Failure to Remove Sign (hauling fee)	$50.00
Failure to Remove Sign (daily storage fee)	$10.00
OIL & GAS DRILLING PERMITS	
Amendment Fee	$1,000.00
Certification Fee & Inspection	$300.00
Oil & Gas Application Fee	$4,000.00
Well Transfer Fee	$500.00
***TX State HB-40 recognizes Ordinance 8769 including fees and may not be amended**	
MOBILE HOME PARK LICENSES	
Mobile Home Park Licenses	$25.00 plus $1 ea./addl
CERITIDICATE OF OCCUPANCY	
Certificate of Occupancy	$50.00
LOT DEPOSITS	
Clearing Deposits (Floor & Foundation) Commercial	$2,000.00
Clearing Deposits (Floor & Foundation) Residential	$600.00
Clearing Deposits (Rubbish, Litter, Lot)	$200.00
Clearing Deposit (Accessory Bldg., Debris, Material)	$200.00

Exhibit H

Code

	Fee
LOT CLEARING	
Administrative Fee (per cas)	$150.00
Mow Lot 12,000 Square Feet or Less (per lot)	$175.00
Mow Lot Larger Than 12,000 Square Feet (per lot)	$275.00
Mow Lot (larger than 1 acre, per acre)	$400.00
Mow Weeds in Alley or Right-of-Way (per lot fronta	$50.00
Trash Removal (per ton)	$110.00
Auto or Pick-Up Tire Removal (per tire)	$8.00
Semi-Truck or Similar Large Tire Removal (per tire)	$12.00
Tree Trimming (per hour)	$50.00
Graffiti Removal (per lot)	$100.00
Notwithstanding the foregoing, if any of the aforementioned "Lot Clearing" services is performed by a City contractor, the fee for such	
ELECTRICAL FEES	
Minimum Fee	$50.00
Temporary Service	$50.00
Temporary Construction Pole	$50.00
Parking Lot Wiring	$50.00
Building Wiring	$0.05 per sq.ft
Service Change	$50.00
Sign Electrical Fee	$50.00
Electrical Fixture Fee (for first, $1.00 each after)	$15.00
Mobile Home Rewiring ($5 for each add'l)	$50.00
Clearance for Elec Connect/Disconnect Residential	$50.00
Reinspection (red tag)	$50.00
MECHANICAL FEES (when not part of building permit)	
Minimum Fee	$50.00
Inspection for Heating, AC, Venting, Ductwork, Fridge ($5 for each add'l inspection)	$50.00
Fire Extinguishing Permit	$50.00
Boiler Inspections (33K to 1165 BTU)	$50.00
Boiler Inspections (1165K to 3300 BTU)	$50.00
Boiler Inspections (over 3300 BTU)	$50.00
Reinspection (red tag)	$50.00
GAS FEES (when not part of building permit)	
Minimum Fee	$50.00
Floor Furnace, Boiler	$50.00
Vented Recessed Heater	$50.00
Gas Line Service	$50.00
Vented Appliance ($10 each add'l)	$50.00

Exhibit H

Code

	Fee
Temporary Connection	$50.00
Reinspection (red tag)	$50.00
PLUMBING FEES (when not part of building permit)	
Minimum Fee	$50.00
Furnace, Unit or Wall Heater ($10 each add'l)	$50.00
Water Heater ($10 each add'l)	$50.00
Water Softener	$50.00
Lawn Sprinkler	$50.00
Water Line Service	$50.00
Sewer Line Service	$50.00
Replumb Building	$0.05 Sq. Ft.
Fire Sprinkler	$0.05 Sq. Ft.
Backflow Assembly Device ($10 each add'l)	$50.00
Reinspection (red tag)	$30.00
VENDOR PERMIT	
Vendor Permit	$100.00
WATER WELL FEE	
Drill New Well	$50.00
REINSPECTION FEE	
Reinspection (all permits)	$100.00
APPLICATION TO BOARD OF APPEALS	
Application	$200.00
PUBLIC WAYS AND PROPERTY	
House Moving Permit Fee	$25.00
Network Nodes-5 in Same Application	$500.00
Each Additional Node in Application	$250.00
Node Support Pole Application	$1,000.00
Fee to Attach Network Node to Public ROW Pole	$20.00

Exhibit I

Engineering

	Fee
TRAFFIC	
Street Name and Traffic Control Sign Fee	$650/intersection
Right of Way Use Permit Fee	$350.00

Exhibit J

Water & Sewer Fees

	Fee
WATER RATES INSIDE CITY	
Base Rate for All Except Apartments for First 2,000 Gallons	$23.26
Base Rate for Apartments per Unit for First 2,000 Gallons Per Unit	$18.94
Rate Per 1,000 gallons Over Base of 2,000 Up to 10,000	$6.58
Rate Per 1,000 Gallons From 10,001 Up to 25,000	$8.64
Rate Per 1,000 gallons From 25,001 Up to 50,000	$11.62
Rate for Over 50,001 (Residential and Non-Essential Water IE: Irrigation)	$14.53
SEWER RATES INSIDE CITY	
All Customers Base Rate (First 2,000 Gallons)	$23.45
All Customers Rate Per 1,000 After Base Rate	$0.94
WATER RATES OUTSIDE CITY	
Base Rate for All Except Apartments for First 2,000 Gallons	$34.89
Base Rate for Apartments Per Unit for First 2,000 Gallons Per Unit	$28.41
Rate Per 1,000 Gallons Over Base of 2,000 Up to 10,000	$9.87
Rate Per 1,000 Gallons from 10,001 Up to 25,000	$12.97
Rate Per 1,000 Gallons From 25,001 Up to 50,000	$17.44
Rate for Over 50,001 (Residential and Non-Essential Water IE: Irrigation)	$21.79
SEWER RATES OUTSIDE CITY	
Residential Base Rate (First 2,000 Gallons)	$35.18
Residential Rate Per 1,000 After Base Rate	$1.42
MISCELLANEOUS	
Septage Waste Hauler Discharges and Fees (per gallon)	$0.33

Exhibit K

Customer Service/Utility Billing

	Fee
ACCOUNT BILLING	
Residential Utility Deposit	$80.72
Re-read of Water Meter (2nd time)	$26.91
Test of Water Meter (2nd time)	$26.91
Non-sufficient Fund Check	$32.29
Reconnect-Disconnect Fee	$32.29
Application Fee	$21.53
Transfer Fee	$20.50
Tampering/Straight Fee (1st time)	$215.25
Tampering/Straight Fee (2nd time)	$322.88
WATER METERS & TAP FEES	
3/4" Water Meter (with existing meter box)	$43.05
1" Water Meter (with existing meter box)	$107.63
1" Water Meter Tap (no paving cut or meter installation)	$419.74
1" Service Charge for Tap and Meter (with meter box)	$457.41
2" Water Meter (with existing meter box)	$258.30
2" Water Meter Tap (no paving cut or meter installation)	$578.10
2" Service Charge for Tap and Meter (with meter box)	$764.14
3" Water Meter	$403.59
4" Water Meter	$384.38
4" Sewer Tap	$376.69
6" Sewer Tap	$410.00
Replacement Sewer Tap (per line)	$307.50
Fee to Abandon Line for Replacement	$153.75
Paving Cut/Boring & Casing Fee	$410.00
Fire Hydrant Meter Setting or Moving	$205.00
Fire Hydrant Meter Deposit Setting	$2,460.00
Drinking Water Testing - Total Coliform (presence or absence)	$18.45
Non-Potable H2O Testing - Total Coliform & E.coli (MPN)	$25.63
Non-Potable H2O Testing - Total Coliform & Fecal Coliform (MPN)	$25.63
Move a Service Line No More Than 5 feet	$153.75

Exhibit L

Sanitation Fees

Inside City Limits

# OF CONTAINERS	NUMBER OF PICKUPS PER WEEK			
	2X	3X	4X	5X
RESIDENTIAL				
0.25	$24.00			
0.5	$48.00			
0.75	$72.00			
1	$96.00			
COMMERCIAL				
0.25	$35.00	$52.50	$70.00	$87.50
0.5	$70.00	$105.00	$140.00	$175.00
0.75	$105.00	$157.50	$210.00	$262.50
1	$140.00	$210.00	$280.00	$350.00
2	$266.00	$399.00	$532.00	$665.00
3	$392.00	$588.00	$784.00	$980.00
4	$518.00	$777.00	$1,036.00	$1,295.00
5	$644.00	$966.00	$1,288.00	$1,610.00
6	$770.00	$1,155.00	$1,540.00	$1,925.00
7	$896.00	$1,344.00	$1,792.00	$2,240.00
8	$1,022.00	$1,533.00	$2,044.00	$2,555.00
9	$1,148.00	$1,722.00	$2,296.00	$2,870.00
10	$1,274.00	$1,911.00	$2,548.00	$3,185.00
11	$1,400.00	$2,100.00	$2,800.00	$3,500.00
12	$1,526.00	$2,289.00	$3,052.00	$3,815.00
13	$1,652.00	$2,478.00	$3,304.00	$4,130.00
14	$1,778.00	$2,667.00	$3,556.00	$4,445.00
15	$1,904.00	$2,856.00	$3,808.00	$4,760.00
16	$2,030.00	$3,045.00	$4,060.00	$5,075.00
17	$2,156.00	$3,234.00	$4,312.00	$5,390.00
18	$2,282.00	$3,423.00	$4,564.00	$5,705.00
19	$2,408.00	$3,612.00	$4,816.00	$6,020.00
20	$2,534.00	$3,801.00	$5,068.00	$6,335.00
21	$2,660.00	$3,990.00	$5,320.00	$6,650.00
22	$2,786.00	$4,179.00	$5,572.00	$6,965.00
23	$2,912.00	$4,368.00	$5,824.00	$7,280.00
24	$3,038.00	$4,557.00	$6,076.00	$7,595.00
25	$3,164.00	$4,746.00	$6,328.00	$7,910.00
26	$3,416.00	$5,124.00	$6,832.00	$8,540.00
27	$3,542.00	$5,313.00	$7,084.00	$8,855.00
28	$3,668.00	$5,502.00	$7,336.00	$9,170.00
29	$3,794.00	$5,691.00	$7,588.00	$9,485.00
30	$3,920.00	$5,880.00	$7,840.00	$9,800.00
PER MONTH				
Recycling Fee	$0.50			
Litter Abatement Fee	$2.00			

Exhibit L

Sanitation Fees

Outside City Limits

# OF CONTAINERS	NUMBER OF PICKUPS PER WEEK			
	2X	3X	4X	5X
RESIDENTIAL				
0.25	$37.00			
0.5	$74.00			
0.75	$111.00			
1	$148.00			
COMMERCIAL				
0.25	$52.50	$78.75	$105.00	$131.25
0.5	$105.00	$157.50	$210.00	$262.50
0.75	$157.50	$236.25	$315.00	$393.75
1	$210.00	$315.00	$420.00	$525.00
2	$399.00	$598.50	$798.00	$997.50
3	$588.00	$882.00	$1,176.00	$1,470.00
4	$777.00	$1,165.50	$1,554.00	$1,942.50
5	$966.00	$1,449.00	$1,932.00	$2,415.00
6	$1,155.00	$1,732.50	$2,310.00	$2,887.50
7	$1,344.00	$2,016.00	$2,688.00	$3,360.00
8	$1,533.00	$2,299.50	$3,066.00	$3,832.50
9	$1,722.00	$2,583.00	$3,444.00	$4,305.00
10	$1,911.00	$2,866.50	$3,822.00	$4,777.50
11	$2,100.00	$3,150.00	$4,200.00	$5,250.00
12	$2,289.00	$3,433.50	$4,578.00	$5,722.50
13	$2,478.00	$3,717.00	$4,956.00	$6,195.00
14	$2,667.00	$4,000.50	$5,334.00	$6,667.50
15	$2,856.00	$4,284.00	$5,712.00	$7,140.00
16	$3,045.00	$4,567.50	$6,090.00	$7,612.50
17	$3,234.00	$4,851.00	$6,468.00	$8,085.00
18	$3,423.00	$5,134.50	$6,846.00	$8,557.50
19	$3,612.00	$5,418.00	$7,224.00	$9,030.00
20	$3,801.00	$5,701.50	$7,602.00	$9,502.50
21	$3,990.00	$5,985.00	$7,980.00	$9,975.00
22	$4,179.00	$6,268.50	$8,358.00	$10,447.50
23	$4,368.00	$6,552.00	$8,736.00	$10,920.00
24	$4,557.00	$6,835.50	$9,114.00	$11,392.50
25	$4,746.00	$7,119.00	$9,492.00	$11,865.00

Exhibit L

Sanitation Fees

OPEN TOP/COMPACTOR FEES	
One-Time Set Up Fee (delivery fee)	$51.00 + tax
Daily Rental	$11.00 + tax
Haul Charge	$255.00 + tax
Per Ton Disposal Fee (landfill charge)	$48.80 per ton
ADDITIONAL CART FEE	
Monthly service Fee for Second Cart	$7.00
REMOVAL OF GARBAGE BY OTHER ENTITY	
Garbage Hauler's Permit	$500.00
LANDFILL (DUMPING AND UNLOADING CHARGES)	
Landfill Access Fee	$25.00
Unlimited Landfill Access Fee (year)	$500.00
Minimum Fee Under 1 Ton	$24.40
Per Ton Disposal Fee	$48.80
Materials Not Contained	$75.00
Pull off Fee	$77.00
SPECIAL WASTE/MINOR OF TDH PERMIT	
Special Waste Fee (per ton)	$97.60
Minimum Fee Under 1 Ton	$48.80

Exhibit M

Airport

	Fee
Landing Fees (per 1000 pounds of gross landing weight)	$2.40
Air Carrier Fees (per 1000 pounds of gross landing weight)	Based on Rates & Charges
Public Aircraft Parking – Locally Based Aircraft (month)	$25.00
Public Aircraft Parking – Transient Aircraft (day)	Based on Rates & Charges
Customer Facility Charge - Vehicle Rentals (per transaction day)	$3.00
PUBLIC PARKING – CI (COVERED)	
0-30 Minutes	Free
31-60 Minutes	$3.00
Every Additional Hour	$2.00
Maximum Per 24-Hour Period	$20.00
PUBLIC PARKING – P1 & P3 (CLOSE-IN)	
0-30 Minutes	Free
31-60 Minutes	$2.00
Every Additional Hour	$1.00
Maximum Per 24-Hour Period	$17.00
PUBLIC PARKING – P2 &P4 (ECONOMY)	
0-30 Minutes	Free
31-60 Minutes	$2.00
Every Additional Hour	$1.00
Maximum Per 24-Hour Period	$12.00
PUBLIC PARKING – C2 (REMOTE COVERED)	
0-30 Minutes	Free
31-60 Minutes	$2.00
Every Additional Hour	$1.00
Maximum Per 24-Hour Period	$14.00
PUBLIC PARKING – P5 (REMOT ECONOMY)	
0-30 Minutes	Free
31-60 Minutes	$2.00
Every Additional Hour	$1.00
Maximum Per 24-Hour Period	$10.00
GROUND TRANSPORTATION PERMITS (PER MONTH, PER	
Taxicab	$25.00
Buses	$25.00
Courtesy vehicles for Off-Airport Hotel	$25.00
Courtesy Vehicles for Off-Airport Car Rental (plus 10% airport revenue)	$25.00
Courtesy Vehicles for Off-Airport Parking Lot (plus 10% airport revenue)	$25.00

Exhibit M

Airport

	Fee
EMPLOYEE PARKING	
Annual Employee Parking Media (prorated monthly)	$50.00

SPECIAL ASSESSMENTS

1. Should any person upon driving a vehicle from the paid parking areas of the airport not be able to present an officially issued ticket indicating where that person's vehicle was parked and at what time, then the charge assessed for the parking of that vehicle shall be at least $12.00. In addition to that fee, there shall also be a fee assessed for the parking of that vehicle equal to the amount of the daily rate, times number of days, for the area in which that vehicle was parked as is indicated by the daily lot inventory taken by the airport administration.

2. Whenever a person or an entity shall pay for the parking fees assessed by this Section with a check or draft, and that check or draft is dishonored, then there shall be an additional $25.00 assessed against that person or entity.

Exhibit N

Sports Complex

	Fee
FOOTBALL/SOCCER STADIUM	
Sporting Events	
Half Stadium Rental	$1,500.00/day
Half Stadium Rental No Suites with Guarantee of Five Games	$750/day
Whole Stadium Rental	$3,000.00/day
All Inclusive Football Game Package	$10,000.00/game
This package includes a whole stadium rental, cleaning, lighting, game officials and staff, operators, security, EMS, and UIL fees, if necessary.	
Non-Sporting Events	
Non-Profit Deposit	$1,500.00
Non-Profit Rental	$1,500.00/day
Commercial Deposit	$2,500.00
Commercial Rental	$2,500.00/day
Cleaning Fees	
Less Than 2,000 People	$1,500/side
Less Than 2,000 People with Guarantee of Five Events No Suites	$750/side
More Than 2,000 People	$2,500/side
Lighting Fee	$75.00/hour
BASEBALL STADIUM	
Baseball Events	$750.00/day
Non-Baseball Events	
Non-Profit Deposit	$1,000.00
Non-Profit Rental	$1,000.00/day
Commercial Deposit	$1,500.00
Commercial Rental	$1,500/day
Cleaning Fees Assessed By Midland Rockhounds	
Lighting Fee	$75.00/hour
Groundskeeper and Grounds Material Fees Assessed By Midland Rockhounds	
Diamond Club Deposit	$100.00
Diamond Club Rental (minimum 2 hours)	$50.00/hour
Diamond Club Cleaning Fee (payable to Midland Rockhounds)	$150.00
OPERATOR FEES FOR BASEBALL AND FOOTBALL/SOCCER STADIUMS	hourly
Video Board Operator	$50.00
Scoreboard Operator	$50.00
PA Announcer	$50.00
Camera Operator	$45.00
Replay Technician	$45.00
Sound Operator	$45.00

Temporary Fence Set Up on Artificial Turf Field	$45.00
SSC - COMMON AREA/PARKING LOT RENTALS	
Pavilion	
Non-Profit Deposit	$1,500.00
Non-Profit Rental	$1,500/day
Commercial Deposit	$2,000.00
Commercial Rental	$2,000/day
Parking Lot Only	
Parking Lot Deposit	$1,000.00
Set Up/Tear Down	$1,000/day
Rental Fee	$1,500/day
Cleaning Fees - Common Area/Parking Lot Rentals	
Less Than 1,000 People	$1,000.00
1,001 to 2,500 People	$1,500.00
More Than 2,500 People	$2,000.00
SSC - AUXILIARY FIELDS	
Non-Tournament Fees	
Deposit	$100.00
Field Rental	$75.00/hour
Tournament Fees	
Deposit	$100.00/field
Rental	$35/team with min. of $500/field
Cleaning Fee	$150.00/field/per day
Lighting Fee	$25.00/hour
Concession Stand Deposit	$100.00
Game Cleaning Fee	$75/field/per day
Concession Stand Rental	$25.00/hour

Exhibit O

Miscellaneous

	Fee
COURT FEES	
Municipal Court Building Security Fee	$3.00
Municipal Court Technology Fee	$4.00
Municipal Court Copy Fee	$1.00 per page
BUSINESS REGULATIONS	
Closing Out Sale License Fees - 30 Days	$100.00
Closing Out Sale License Fees - 60 Days	$125.00
Closing Out Sale License Fees - 90 Days	$150.00
Door to Door Solicitors (Peddler) License (valid for 6 months)	$125.00
Door to Door Solicitors (Peddler) License (renewal)	$125.00
Background Check for Door to Door Solicitor License (valid for 1 year)	$10.00
Mobile Home/Travel Trailer Park Application Fee	$10.00
Mobile Home/Travel Trailer Park License	$25 plus $1 each space
Mobile Home Mini Park Location Application	$10.00
Mobile Home Mini Park Revised Site plan	$10.00
City Chauffeur's License Application Fee	$25.00
Airport Cabstand Permit Fee (per month)	$25.00
Special Police Officer License Fee (individual)	$10.00
Special Police Officer License Fee (firm)	$50.00
Carnival Operator's License	$100.00
Carnival Employee's License	$6.00
Side Walk Sale Application Fee	$4.00
POLICE REGULATIONS	
Alarm Permit Application Fee (commercial)	$25.00
Alarm Permit Application Fee (residential)	$20.00
Alarm Permit Renewal Fee (commercial)	$20.00
Alarm Permit Renewal Fee (residential)	$15.00
Alarm Permit Service Fee	$50.00
FRANCHISES	
Telecomm Carrier on Public ROW Regular Fee	$25.00
Franchise Application and Review Fee	$500.00
Franchise Renewal Application and Review Fee	$500.00
PAID PARKING	
Paid Parking Rate (via Mobile App/QR Code)	$1.50 per hour
**Monday–Friday, 8 AM to 6 PM*	
Temporary Use of Paid Space	$15 per space/day
**Used for events, construction, or parklets*	

Exhibit P

Right of Way

Right-of-Way License Fees and Rates for Crossing Property or Public Right-Of-Way Owned By the City of Midland.

Fees (non-refundable)

Application Fee	$ 1,500.00
Application Fee of Expired License	$ 1,500.00

The City of Midland's Rate and Damage Schedule is 200% of the Then-Current University Lands Rate and Damage Schedule for a 10-Year License

Fees and Rates Will Be Paid at the Commencement of the 10-Year License in One Payment

ROW Patio Program Fees	
Application Fee	$ 50.00
Occupancy Fee	$ 100.00
Removal Deposit Fee	$ 300.00
Application Renewal Fee	$ 100.00

Exhibit Q

Fire and EMS

	Fee
EMS	
Ambulance Services - Basic Life Support (non emergency)	$700 + $15 per mile
Ambulance Services- Basic Life Support (emergency)	$1000 + $15 per mile
Ambulance Services- Advanced Life Support (non emergency)	$800 + $15 per mile
Ambulance Services- Advanced Life Support (emergency)	$1200 + $15 per mile
Ambulance Services- Advanced Life Support (level II)	$1400 + $15 per mile
Ambulance Services - Specialty Care Transport	$1600 + $15 per mile
Ambulance Waiting Charge	$200 per hour
Ambulance Service - Outside Midland County	$100.00
Advanced Life Support Disposables	$110.00
Basic Life Support Disposables	$80.00
Oxygen	$60.00
IV Supplies	$50.00
Defibrillation	$75.00
Intubation	$125.00
Fire Inspection	
Food Truck Fire Inspection	$50 per inspection annually
Motor Vehicle Incidents	
Motor Vehicle Incident (Level 1)	$500.00
Motor Vehicle Incident (Level 2)	$575.00
Motor Vehicle Incident (Level 3)	$700.00
Motor Vehicle Incident (Level 4)	$1,800.00
Motor Vehicle Incident (Level 5)	$2,200.00
Car Fire	$800.00
Add-On Services	
Extrication (Add-On)	$1,650.00
Landing Zone (Add-On)	$500.00
Hazardous Materials (HAZMAT) Incidents	
HAZMAT Level 1	$900.00
HAZMAT Level 2	$3,200.00
HAZMAT Level 3	$7,500.00
Equipment and Personnel (Hourly Rates)	
Fire Engine (per hour)	$400.00
Ladder Truck (per hour)	$500.00
Rescue Truck (per hour)	$500.00
Command Unit (per hour)	$100.00
Water Tender (per hour)	$150.00
Firefighter (per hour)	$50.00
Driver/Engineer (per hour)	$65.00

Exhibit Q

Fire and EMS

		Fee
Officer (per hour)		$80.00
Chief Officer (per hour)		$100.00
Paramedic (per hour)		$65.00
Inspector/Investigator (per hour)		$80.00
Misc. Equipment (per hour) $350		$350.00
Other Services		
False Fire Alarm		$200.00
Fire Investigation		$350/hr.
Water/Technical Rescue	$500/hr.	
Advanced Water Rescue		$2,000/hr.
Industrial Rescue		$500/hr.
Supplies (Used/Damaged)		Cost + 10%

Exhibit R

Credit Card Fees

The City of Midland will apply a 3.5% fee to all transactions paid by credit card, based on the total amount being paid.

Exhibit A

City Secretary

	Fee
BUSINESS REGULATIONS	
Junk and Secondhand Goods License (original)	$25.00
Renewal of Junk and Secondhand Goods	$10.00
Alcoholic Beverage License Fee	1/2 of State Fee
Taxicab Annual Operating Fee (each)	$200.00
Limo or Shuttle Operating Fee (each)	$100.00

Exhibit B

Parks

	Fee
SHOWMOBILE	
Deposit	$1,000.00
Rental Fee (minimum of 4 hours)	$75.00/hr
Extensions	$100.00
Show Lights	$200.00
Deposit for Show Lights	$500.00
PORTABLE BLEACHERS	
Deposit	$100.00
Rental Fee (per day)	$100.00
PORTABLE STAGE	
Deposit	$100.00
Rental Fee	$250.00
TRASH CANS	
Deposit	$100.00
Rental Fee (minimum of 10 cans)	$5.00/can/day
PARK PAVILION RENTAL	
Deposit	$100.00
Rental Fee 9am-10pm	$60.00
Rental Fee 9am-3pm	$30.00
Rental Fee 4pm-10pm	$40.00
BEAL RANCH HOUSE	
Deposit w/o Alcohol	$300.00
Deposit w/Alcohol	$500.00
Rental Fee (per hour)	$50.00
GAZEBO RENTALS - WADLEY AND BEAL	
Deposit	$100.00
Rental Fee 9am-3pm	$50.00
Rental Fee 4pm-10pm	$50.00
Rental Fee 9am-10pm	$100.00
BASEBALL/SOFTBALL FIELD RENTALS	
Artificial Turf Fields Rental Fee	$75.00/hr
Deposit for Artificial Turf Field Rental	$100.00
Natural Turf Field Rental Fee	$25.00/hr
Lights	$25.00/hr
Tournament Fee	$35.00/team
Tournament Cleaning Fee	$150/field
Tournament Deposit	$100/field
Temporary Fence Set Up On Artificial Turf Field	$200/field
Game Cleaning Fee	$75/Field
FOOTBALL/SOCCER FIELD RENTALS	
Artificial Turf Fields Rental Fee	$65.00/hr
Deposit for Artificial Turf Field Rental	$100.00
Natural Turf Field Rental Fee	$25.00/hr
Lights	$25.00/hr

Exhibit B

Parks

	Fee
Tournament Fee	5/Team with min. of $500/field
Tournament Cleaning Fee	$150/field
Tournament Deposit	$100/field
Game Cleaning Fee	$75/Field
CONCESSION RENTALS	
Concession Stand Deposit	$100.00
Concession Stand Rental	$25.00/hr
ULMER SAND VOLLEYBALL COURT	
Deposit	$25.00
Rental Fee	$25.00/day
WHITEHOUSE RENTAL	
Deposit	$200.00
Rental Fee 10am-4pm	$200.00
Rental Fee 6pm-12am	$200.00
Rental Fee All Day	$400.00

Exhibit C

Recreation

	Fee
CITY POOL RATES	
Entry Fee	$5.00
Children Under 2	Free
10 Punch Card	$30.00
25 Punch Card	$62.50
50 Punch Card	$100.00
Personal Cooler Admission	$10.00
Soda	$3.00
Water	$2.00
Snacks	$2.00
Ice Cream	$4.00
Swim Lesson (1 week)	$25.00
Life Jacket Rental	Free
PRIVATE RENTALS	
Deposit	$150.00
Rental Fee (2 hours)	$900.00
POOL PAVILION RENTALS (Doug Russell Only)	
Deposit	$150.00
Rental Fee	$100/session
MARTIN LUTHER KING RECREATION CENTER	
Activity Room	per hour
During Operation	$25.00
After Hours	$50.00
Deposit	$100.00
Activity Room w/ Game Room	per hour
During Operation	$50.00
After Hours	$70.00
Deposit	$300.00
Auditorium	per hour
During Operation	$50.00
After Hours	$75.00
Deposit No Alcohol	$500.00
Deposit Alcohol	$750.00
Gymnasium	per hour
During Operation	$40.00
After Hours	$60.00
Deposit	$200.00
MLK Volleyball Net Setup Fee	$15.00

Exhibit C

Recreation

	Fee
Training Room	per hour
Sporting Events ONLY	
During Operation	$50.00
After Hours	$75.00
Deposit	$1,000.00
Daily Entrance Fee	$1.00
Monthly Membership	$15.00
MOVIE SCREEN	
Deposit	$1,000.00
Fee (maximum 4 hours)	$500.00

Exhibit D

Health and Senior Services

	Fee
ENVIRONMENTAL SECTION	
Mobile Food Vendor	
Mobile Food Vendor	$175.00
Mobile Food (Seasonal)	$105.00
Temporary Permit	$70.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Food Services Establishments	
1 thru 5 Employees	$150.00
6 thru 10 Employees	$200.00
11 or More Employees	$250.00
Deli/Meat Market/Bakery	$75.00
Farmers Market	$50.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Retail Food Store	
1 thru 5 Employees	$150.00
6 thru 10 Employees	$200.00
11 or More Employees	$250.00
Temporary Permit	$70.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Child Care Programs	
Day Care	$100.00
Foster Care	$50.00
Child Care Program for After School	$50.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Swimming Pool, Spa, or Water Feature Permit	
Swimming Pool or Spa Permit	$100.00
Water Feature Permit	$100.00
Non-Profit Yearly	$30.00
Non-Profit Temporary	$30.00
Re-inspection (When Establishment is Shut Down)	$75.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Septic System Inspections	
Septic System Residential	$150.00
Septic System Commercial	$210.00
Septic re-inspection (When Fails Initial Inspection)	$75.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee

Exhibit D

Health and Senior Services

	Fee
Permits and Inspections	
Re-Inspection (All Services)	$75.00
CLINICAL SECTION	
Health Department Services	
Infanrix/Daptacel (DTaP)	$45.00
Kinrix (DTaP & Polio)	$65.00
Pentacel (DTaP & Polio & Flu Type B)	$120.00
Pediarix (DTAP, Hep B, & IPV)	$100.00
IPOL IPV (Polio)	$45.00
Haverix Pedi HEP A	$40.00
Engerix Pedi HEP B	$35.00
Acthib/Hiberix - HIB (Flu Type B)	$20.00
Vaxelis (DTaP, HIB, Polio & HEB B)	$155.00
Rototeq/Rotarix (Rotavirus)	$145.00
Proquad (MMR & Varicella)	$280.00
Prevnar20/Vaxneuvance 15 (Pneumococcal Conjugate)	$270.00
Pneumovax 23 (PPSV23-Pneumococcal Conjugate)	$125.00
MMR II	$95.00
Varivax (Varicella)	$185.00
Tenivac (TD-Tetanus & Diptheria)	$45.00
Boostrix/Adacel - TDAP (Tetanus Diptheria and Pertussis)	$50.00
Gardasil (HPV 9)	$315.00
Menqaudfi/Menveo (Meningitis)	$200.00
Trumenba (Meningococcal Group B)	$190.00
Bexsero (Meningococcal Group B)	$220.00
Penbraya (MCV A, C, W, Y & B)	$230.00
Havrix (Adult Hep A)	$80.00
Energix (3-dose Adult Hep B)	$65.00
Heplisav (2-dose Adult Hep B)	$145.00
Abrysvo/Arexvy (Adult RSV)	$300.00
Beyfortus (Infant RSV)	$515.00
RabAvert (Rabies)	$590.00
Imovax (Rabies)	$420.00
Pfizer- Infant (COVID-19)	$65.00
Pfizer- Adolescent (COVID-19)	$90.00
Pfizer- Adult (COVID-19)	$140.00
Moderna- Adult (COVID-19)	$145.00
Shingrix (Shingles)	$220.00
Infant flu	$25.00
Flu	$30.00

Exhibit D

Health and Senior Services

	Fee
High Dose Flu	$70.00
Flublok	$70.00
Yellow Fever	$225.00
Dengue	$70.00
Typhoid (Typhim Vi)	$150.00
Mpox	$275.00
TB Test	$15.00
TB Clinic	$15.00
Pregnancy Test-Urine	$15.00
Pregnancy Test - Blood	$15.00
STD Testing	$30.00
STD Clinic Treatment	$15.00
STD Clinic Retreatment	$15.00
Prep Panel	$70.00
Prep Office Visit	$15.00
Rapid GC/CT	$50.00
Rapid Trichomoniasis	$10.00
Rapid Syphilis	$20.00
Rapid HIV	$25.00
Renal Panel	$4.00
Lipid Panel	$4.00
Comprehensive Metabolic Panel (CMP)	$4.00
Complete Blood Count (CBC)	$3.00
Hemoglobin A1c	$6.00
PSA Total Screen	$8.00
Hepatitis B Surface Ab	$8.00
Hepatitis B Surface Ag	$8.00
Hepatitis C Ag	$9.00
Hepatitis C Ab	$9.00
MMR/Varicella Panel	$36.00
Administration Fees	
Insured	$60.00
TVFC 1=$10, 2=$20, >or= 3 = $30	
Refugee	$0.00
Medicaid/CHIP	$13.75
Medicare Flu or Pneumonia	$60.00

Exhibit E

Animal Services

	Fee
ADOPTION FEES	
Adoption Fees (Includes Micro Chipping)	$50 for Cats; $75 for Dogs
Ducks, Rabbits, Other	$5.00
Surgery Deposit	$100.00
VACCINES AND MEDICAL FEES	
Rabies ($10 Special Event and $20 Regular)	$10.00 or $20.00
IMPOUNDEMENT FEES	
Impoundment - 1st Offense (altered)	$25.00
Impoundment - 1st Offense (unaltered)	$100.00
Impoundment - 2nd Offense (altered)	$50.00
Impoundment - 2nd Offense (unaltered)	$150.00
Impoundment - 3rd Offense (altered)	$75.00
Impoundment - 3rd Offense (unaltered)	$200.00
Livestock Impoundment	$150.00
BOARDING & QUARINTINE	
Boarding (per day)	$10.00
Quarantine Fees (minimum of 10 days)	$10.00/day
PICK-UP FEES	
Pickup Fee - Owner Release	$15.00
Pickup Fee -Owner Release (additional animals)	$5.00/each
Pickup Fee -Owner release (litter)	$100.00
Pickup Fee - Deceased	$10.00
Pickup Fee - Dead Small Livestock	$50.00
Pickup Fee- Deceased Livestock	$150.00
MISCELLANEOUS FEES	
Drop off Fee - Owner Release	$25.00
Rabies Specimen Shipping	$100.00
Dangerous Dog Yearly Registration	$50.00
Off Leash Training Permit	$5.00
MICROCHIPPING	
Microchips	$10.00
PET LICENSES	
Pet License (yearly)	$10.00
Pet License (replacement)	$1.00

Exhibit F

Golf Course

	Fee
Green Fee - Weekday	$31.00
Green Fee - Weekend	$36.00
Green Fee - After 4:00PM	$21.00
Green Fee - Weekend AM - 9 Holes	$18.00
Green Fee - Weekday Senior	$20.00
Green Fee - Weekday Senior - 9 Holes	$13.00
Green Fee - Junior/High School/College	$9.50
Green Fee - Senior Annual Pass (Monday- Thursday)	$500.00
Green Fee - Senior w/Annual Pass (per round)	$5.00
Cart Fee - 18 holes per rider (w/tax)	$18.00
Cart Fee - 9 holes per rider (w/tax)	$9.00
Cart Fee - Spectator Cart (limited availability)	$75.00
Cart Fee - Youth Tournament Spectator Cart (full cart)	$36.00
Tournament Fee - Weekday (per player)	$55.00
Tournament Fee - Weekend (per player)	$65.00
Tournament Cooker Fee (per player) - Revenue to Concessionaire	$5.00
Range Balls - Small Bucket (w/tax)	$9.00
Range Balls - Medium Bucket (w/tax)	$11.00
Range Balls - Large Bucket (w/tax)	$16.00
Range Balls - Tournament Bucket (w/tax)	$5.00
No Show Fee (per reservation)	$50.00
Club Rental	$40.00
Pull Cart Rental	$5.00

Exhibit G

Planning

	Fee
PRELIMINARY PLAT APPLICATION	
Sketch Plan Application (1st review)	$225.00
Sketch Plan Application (2nd review)	$100.00
Preliminary Plat Application (up to 50 acres)	$350.00
Preliminary Plat Application (over 50 acres)	$500.00
Preliminary Plat Reinstatement	$50.00
FINAL PLAT APPLICATION	
Standard Plat or Residential Up to 50 acres (plus $1 per page)	$355.00
Standard Plat or Residential Over 50 acres (plus $1 per page)	$505.00
Administrative Plat	$250.00
Digital File Conversion Fee	$50.00
Recording Fees- Plats Up to 18"x24"	$60.00
Recording Fees- Plats Over 18"x24"	$80.00
Related Documents	$26.00
30-day Extension for Plat	$50.00
REPLAT	
Replat with Public Hearing	$250.00
Replat without Public Hearing	$250.00
ANNEXATION/ZONE CHANGE APPLICATION	
Standard Zone Change	$500.00
Planned District Zone Change	$650.00
Multiple PD Proposal Basic	$550.00
Multiple PD Proposal Per Additional District	$100.00
Additional PD Regulations	$75.00
Site Plan in PDF Format for City Council	$50.00
Application Fee	$500.00
Zoning Board of Appeal Fee	$600.00
Special Exception Application Fee	$500.00
Zone Change in Council District 2 from MF-22, Multiple-Family Dwelling District or C, Commercial District to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District	$0.00
Zoning Verification Letter	$25.00
OIL AND GAS	
Amendment Fee	$1,000.00
Certification Fee & Inspection	$300.00
Oil & Gas Application Fee	$4,000.00
Well Transfer Fee	$500.00
Appeal Fee (takings)	$250.00

***TX State HB-40 recognizes Ordinance 8769 including fees and may not be amended**

Exhibit G

Planning

	Fee
CREDIT ACCESS BUSINESS	
Application Fee	$50.00
SPECIFIC USE PERMIT (SUP) / SPECIFICATION USE DESIGNATION (SUD)	
Application for SUP/SUD with Term for Alcoholic Beverage	$300.00
Application for General SUP/SUD	$400.00
Renewal SUP/SUD	$75.00
TEMPORARY MOBILE HOME	
Special Temporary Permit for Manufactured Home App (Based on Genuine Hardship Condition)	$50.00
Special Temporary Permit for Manufactured Home App (For Occupancy by a Caretaker, Manager, or Guard)	$100.00
RESTRICTED MASSAGE ESTABLISHMENT	
Restricted Massage Establishment License (2 year term)	$540.00
Request Exemption from Restricted Massage Establishment Lice	$120.00
DEDICATIONS	
Review Fee	$400.00
VACATION	
Application Fee	$400.00
CREATION OF A BUILDING SITE	
Application Fee	$400.00
MASTER SIGN PLAN	
Application Fee	$300.00
TRAFFIC IMPACT	
Traffic Impact (Staff Study)	$350.00
Traffic Impact (Review of Submittal)	$600.00
PORTABLE STORAGE CONTAINERS	
Freight or Portable storage cont.- permit fee	$125.00
Each add'l on same property	$25.00
90- day permit fee for storage container	$150.00
Each add'l container	$25.00
45- day permit fee for storage container	$125.00
Each add'l container	$25.00
30 day permit fee for storage container	$75.00
CERTIFICATE OF OCCUPANCY AND COMPLIANCE	
Certificate of occupancy and compliance	$10.00

Exhibit H

Code

BUILDING PERMITS

COMMERCIAL

Commercial Construction Permit Fee Based Upon Valuation

$0-$20,000

$20,001 and Up

RESIDENTIAL

Construction Permit Fee

Sidewalk/ROW Residential (no building permit)

Sidewalk/ROW Commercial (no building permit)

Fence Fee

Manufactured Home

Manufactured Home Skirting Deposit

Moving Fee

Non-Profit Residential

Temporary Structure

Detached Accessory (120 sq.ft. or less)

Detached Accessory (120 sq.ft. to 200 sq.ft.)

DEMOLITION PERMITS

Commercial Demo Fee - Building

Commercial Demo Fee - Interior

Residential or Accessory Building

TEMPORARY SIGN PERMITS

Permanent Sign Permits

Temporary Sign Annual Permit Fee

Failure to Remove Sign (hauling fee)

Failure to Remove Sign (daily storage fee)

OIL & GAS DRILLING PERMITS

Amendment Fee

Certification Fee & Inspection

Oil & Gas Application Fee

Well Transfer Fee

***TX State HB-40 recognizes Ordinance 8769 including fees and may not be amend**

MOBILE HOME PARK LICENSES

Mobile Home Park Licenses

CERITIDICATE OF OCCUPANCY

Certificate of Occupancy

LOT DEPOSITS

Clearing Deposits (Floor & Foundation) Commercial

Clearing Deposits (Floor & Foundation) Residential

Clearing Deposits (Rubbish, Litter, Lot)
Clearing Deposit (Accessory Bldg., Debris, Material)

LOT CLEARING
Administrative Fee (per cas)
Mow Lot 12,000 Square Feet or Less (per lot)
Mow Lot Larger Than 12,000 Square Feet (per lot)
Mow Lot (larger than 1 acre, per acre)
Mow Weeds in Alley or Right-of-Way (per lot frontage)
Trash Removal (per ton)
Auto or Pick-Up Tire Removal (per tire)
Semi-Truck or Similar Large Tire Removal (per tire)
Tree Trimming (per hour)
Graffiti Removal (per lot)
Notwithstanding the foregoing, if any of the aforementioned "Lot Clearing" services is performed by a City contractor, the fee for such service shall be the fee charged to the City by the

ELECTRICAL FEES
Minimum Fee
Temporary Service
Temporary Construction Pole
Parking Lot Wiring
Building Wiring
Service Change
Sign Electrical Fee
Electrical Fixture Fee (for first, $1.00 each after)
Mobile Home Rewiring ($5 for each add'l)
Clearance for Elec Connect/Disconnect Residential
Reinspection (red tag)

MECHANICAL FEES (when not part of building permit)
Minimum Fee
Inspection for Heating, AC, Venting, Ductwork, Fridge ($5 for each add'l inspection)
Fire Extinguishing Permit
Boiler Inspections (33K to 1165 BTU)
Boiler Inspections (1165K to 3300 BTU)
Boiler Inspections (over 3300 BTU)

Reinspection (red tag)

GAS FEES (when not part of building permit)

Minimum Fee
Floor Furnace, Boiler
Vented Recessed Heater
Gas Line Service
Vented Appliance ($10 each add'l)
Temporary Connection
Reinspection (red tag)

PLUMBING FEES (when not part of building permit)

Minimum Fee
Furnace, Unit or Wall Heater ($10 each add'l)
Water Heater ($10 each add'l)
Water Softener
Lawn Sprinkler
Water Line Service
Sewer Line Service
Replumb Building
Fire Sprinkler
Backflow Assembly Device ($10 each add'l)
Reinspection (red tag)

VENDOR PERMIT

Vendor Permit

WATER WELL FEE

Drill New Well

REINSPECTION FEE

Reinspection (all permits)

APPLICATION TO BOARD OF APPEALS

Application

PUBLIC WAYS AND PROPERTY

House Moving Permit Fee
Network Nodes-5 in Same Application
Each Additional Node in Application
Node Support Pole Application
Fee to Attach Network Node to Public ROW Pole

	Fee
	$100.00
	$100 for first $20k+ $3.5k for each add'l $1k or part thereof
	31.5 cents per sq.ft.
	$50.00
	$200.00
	$50.00
	$200.00
	$100.00
	$200.00
	$150.00
	$100.00
	$50.00
	$100.00
	$500.00
	$100.00
	$50.00
	$50.00
	$50.00
	$50.00
	$10.00
	$1,000.00
	$300.00
	$4,000.00
	$500.00
ed	
	$25.00 plus $1 ea./addl
	$50.00
	$2,000.00
	$600.00

Fee
$200.00
$200.00
$150.00
$175.00
$275.00
$400.00
$50.00
$110.00
$8.00
$12.00
$50.00
$100.00
$50.00
$50.00
$50.00
$50.00
$0.05 per sq.ft
$50.00
$50.00
$15.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00

Fee
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$0.05 Sq. Ft.
$0.05 Sq. Ft.
$50.00
$30.00
$100.00
$50.00
$100.00
$200.00
$25.00
$500.00
$250.00
$1,000.00
$20.00

Exhibit I

Engineering

	Fee
TRAFFIC	
Street Name and Traffic Control Sign Fee	$650/intersection
Right of Way Use Permit Fee	$350.00

Exhibit J

Water & Sewer Fees

	Fee
WATER RATES INSIDE CITY	
Base Rate for All Except Apartments for First 2,000 Gallons	$23.26
Base Rate for Apartments per Unit for First 2,000 Gallons Per Unit	$18.94
Rate Per 1,000 gallons Over Base of 2,000 Up to 10,000	$6.58
Rate Per 1,000 Gallons From 10,001 Up to 25,000	$8.64
Rate Per 1,000 gallons From 25,001 Up to 50,000	$11.62
Rate for Over 50,001 (Residential and Non-Essential Water IE:	$14.53
SEWER RATES INSIDE CITY	
All Customers Base Rate (First 2,000 Gallons)	$23.45
All Customers Rate Per 1,000 After Base Rate	$0.94
WATER RATES OUTSIDE CITY	
Base Rate for All Except Apartments for First 2,000 Gallons	$34.89
Base Rate for Apartments Per Unit for First 2,000 Gallons Per Unit	$28.41
Rate Per 1,000 Gallons Over Base of 2,000 Up to 10,000	$9.87
Rate Per 1,000 Gallons from 10,001 Up to 25,000	$12.97
Rate Per 1,000 Gallons From 25,001 Up to 50,000	$17.44
Rate for Over 50,001 (Residential and Non-Essential Water IE:	$21.79
SEWER RATES OUTSIDE CITY	
Residential Base Rate (First 2,000 Gallons)	$35.18
Residential Rate Per 1,000 After Base Rate	$1.42
MISCELLANEOUS	
Septage Waste Hauler Discharges and Fees (per gallon)	$0.33

Exhibit K

Customer Service/Utility Billing

	Fee
ACCOUNT BILLING	
Residential Utility Deposit	$80.72
Re-read of Water Meter (2nd time)	$26.91
Test of Water Meter (2nd time)	$26.91
Non-sufficient Fund Check	$32.29
Reconnect-Disconnect Fee	$32.29
Application Fee	$21.53
Transfer Fee	$20.50
Tampering/Straight Fee (1st time)	$215.25
Tampering/Straight Fee (2nd time)	$322.88
WATER METERS & TAP FEES	
3/4" Water Meter (with existing meter box)	$43.05
1" Water Meter (with existing meter box)	$107.63
1" Water Meter Tap (no paving cut or meter installation)	$419.74
1" Service Charge for Tap and Meter (with meter box)	$457.41
2" Water Meter (with existing meter box)	$258.30
2" Water Meter Tap (no paving cut or meter installation)	$578.10
2" Service Charge for Tap and Meter (with meter box)	$764.14
3" Water Meter	$403.59
4" Water Meter	$384.38
4" Sewer Tap	$376.69
6" Sewer Tap	$410.00
Replacement Sewer Tap (per line)	$307.50
Fee to Abandon Line for Replacement	$153.75
Paving Cut/Boring & Casing Fee	$410.00
Fire Hydrant Meter Setting or Moving	$205.00
Fire Hydrant Meter Deposit Setting	$2,460.00
Drinking Water Testing - Total Coliform (presence or absence)	$18.45
Non-Potable H2O Testing - Total Coliform & E.coli (MPN)	$25.63
Non-Potable H2O Testing - Total Coliform & Fecal Coliform (MPN)	$25.63
Move a Service Line No More Than 5 feet	$153.75

Exhibit L

Sanitation Fees

Inside City Limits

# OF CONTAINERS	NUMBER OF PICKUPS PER WEEK			
	2X	3X	4X	5X
RESIDENTIAL				
0.25	$24.00			
0.5	$48.00			
0.75	$72.00			
1	$96.00			
COMMERCIAL				
0.25	$35.00	$52.50	$70.00	$87.50
0.5	$70.00	$105.00	$140.00	$175.00
0.75	$105.00	$157.50	$210.00	$262.50
1	$140.00	$210.00	$280.00	$350.00
2	$266.00	$399.00	$532.00	$665.00
3	$392.00	$588.00	$784.00	$980.00
4	$518.00	$777.00	$1,036.00	$1,295.00
5	$644.00	$966.00	$1,288.00	$1,610.00
6	$770.00	$1,155.00	$1,540.00	$1,925.00
7	$896.00	$1,344.00	$1,792.00	$2,240.00
8	$1,022.00	$1,533.00	$2,044.00	$2,555.00
9	$1,148.00	$1,722.00	$2,296.00	$2,870.00
10	$1,274.00	$1,911.00	$2,548.00	$3,185.00
11	$1,400.00	$2,100.00	$2,800.00	$3,500.00
12	$1,526.00	$2,289.00	$3,052.00	$3,815.00
13	$1,652.00	$2,478.00	$3,304.00	$4,130.00
14	$1,778.00	$2,667.00	$3,556.00	$4,445.00
15	$1,904.00	$2,856.00	$3,808.00	$4,760.00
16	$2,030.00	$3,045.00	$4,060.00	$5,075.00
17	$2,156.00	$3,234.00	$4,312.00	$5,390.00
18	$2,282.00	$3,423.00	$4,564.00	$5,705.00
19	$2,408.00	$3,612.00	$4,816.00	$6,020.00
20	$2,534.00	$3,801.00	$5,068.00	$6,335.00
21	$2,660.00	$3,990.00	$5,320.00	$6,650.00
22	$2,786.00	$4,179.00	$5,572.00	$6,965.00
23	$2,912.00	$4,368.00	$5,824.00	$7,280.00
24	$3,038.00	$4,557.00	$6,076.00	$7,595.00
25	$3,164.00	$4,746.00	$6,328.00	$7,910.00
26	$3,416.00	$5,124.00	$6,832.00	$8,540.00
27	$3,542.00	$5,313.00	$7,084.00	$8,855.00
28	$3,668.00	$5,502.00	$7,336.00	$9,170.00
29	$3,794.00	$5,691.00	$7,588.00	$9,485.00
30	$3,920.00	$5,880.00	$7,840.00	$9,800.00

PER MONTH

Exhibit L

Sanitation Fees

Recycling Fee	$0.50
Litter Abatement Fee	$2.00

Exhibit L

Sanitation Fees

Outside City Limits

# OF CONTAINERS	NUMBER OF PICKUPS PER WEEK			
	2X	3X	4X	5X
RESIDENTIAL				
0.25	$37.00			
0.5	$74.00			
0.75	$111.00			
1	$148.00			
COMMERCIAL				
0.25	$52.50	$78.75	$105.00	$131.25
0.5	$105.00	$157.50	$210.00	$262.50
0.75	$157.50	$236.25	$315.00	$393.75
1	$210.00	$315.00	$420.00	$525.00
2	$399.00	$598.50	$798.00	$997.50
3	$588.00	$882.00	$1,176.00	$1,470.00
4	$777.00	$1,165.50	$1,554.00	$1,942.50
5	$966.00	$1,449.00	$1,932.00	$2,415.00
6	$1,155.00	$1,732.50	$2,310.00	$2,887.50
7	$1,344.00	$2,016.00	$2,688.00	$3,360.00
8	$1,533.00	$2,299.50	$3,066.00	$3,832.50
9	$1,722.00	$2,583.00	$3,444.00	$4,305.00
10	$1,911.00	$2,866.50	$3,822.00	$4,777.50
11	$2,100.00	$3,150.00	$4,200.00	$5,250.00
12	$2,289.00	$3,433.50	$4,578.00	$5,722.50
13	$2,478.00	$3,717.00	$4,956.00	$6,195.00
14	$2,667.00	$4,000.50	$5,334.00	$6,667.50
15	$2,856.00	$4,284.00	$5,712.00	$7,140.00
16	$3,045.00	$4,567.50	$6,090.00	$7,612.50
17	$3,234.00	$4,851.00	$6,468.00	$8,085.00
18	$3,423.00	$5,134.50	$6,846.00	$8,557.50
19	$3,612.00	$5,418.00	$7,224.00	$9,030.00
20	$3,801.00	$5,701.50	$7,602.00	$9,502.50
21	$3,990.00	$5,985.00	$7,980.00	$9,975.00
22	$4,179.00	$6,268.50	$8,358.00	$10,447.50
23	$4,368.00	$6,552.00	$8,736.00	$10,920.00
24	$4,557.00	$6,835.50	$9,114.00	$11,392.50
25	$4,746.00	$7,119.00	$9,492.00	$11,865.00

Exhibit L

Sanitation Fees

OPEN TOP/COMPACTOR FEES	
One-Time Set Up Fee (delivery fee)	$51.00 + tax
Daily Rental	$11.00 + tax
Haul Charge	$255.00 + tax
Per Ton Disposal Fee (landfill charge)	$48.80 per ton
ADDITIONAL CART FEE	
Monthly service Fee for Second Cart	$7.00
REMOVAL OF GARBAGE BY OTHER ENTITY	
Garbage Hauler's Permit	$500.00
LANDFILL (DUMPING AND UNLOADING CHARGES)	
Landfill Access Fee	$25.00
Unlimited Landfill Access Fee (year)	$500.00
Minimum Fee Under 1 Ton	$24.40
Per Ton Disposal Fee	$48.80
Materials Not Contained	$75.00
Pull off Fee	$77.00
SPECIAL WASTE/MINOR OF TDH PERMIT	
Special Waste Fee (per ton)	$97.60
Minimum Fee Under 1 Ton	$48.80

Exhibit M

Airport

	Fee
Landing Fees (per 1000 pounds of gross landing weight)	$2.40
Air Carrier Fees (per 1000 pounds of gross landing weight)	Based on Rates & Charges
Public Aircraft Parking – Locally Based Aircraft (month)	$25.00
Public Aircraft Parking – Transient Aircraft (day)	Based on Rates & Charges
Customer Facility Charge - Vehicle Rentals (per transaction	$3.00
PUBLIC PARKING – CI (COVERED)	
0-30 Minutes	Free
31-60 Minutes	$3.00
Every Additional Hour	$2.00
Maximum Per 24-Hour Period	$20.00
PUBLIC PARKING – P1 & P3 (CLOSE-IN)	
0-30 Minutes	Free
31-60 Minutes	$2.00
Every Additional Hour	$1.00
Maximum Per 24-Hour Period	$17.00
PUBLIC PARKING – P2 &P4 (ECONOMY)	
0-30 Minutes	Free
31-60 Minutes	$2.00
Every Additional Hour	$1.00
Maximum Per 24-Hour Period	$12.00
PUBLIC PARKING – C2 (REMOTE COVERED)	
0-30 Minutes	Free
31-60 Minutes	$2.00
Every Additional Hour	$1.00
Maximum Per 24-Hour Period	$14.00
PUBLIC PARKING – P5 (REMOT ECONOMY)	
0-30 Minutes	Free
31-60 Minutes	$2.00
Every Additional Hour	$1.00
Maximum Per 24-Hour Period	$10.00
GROUND TRANSPORTATION PERMITS (PER MONTH, PER	
Taxicab	$25.00
Buses	$25.00
Courtesy vehicles for Off-Airport Hotel	$25.00
Courtesy Vehicles for Off-Airport Car Rental (plus 10% airport revenue)	$25.00
Courtesy Vehicles for Off-Airport Parking Lot (plus 10% airport revenue)	$25.00

Exhibit M

Airport

	Fee
EMPLOYEE PARKING	
Annual Employee Parking Media (prorated monthly)	$50.00

SPECIAL ASSESSMENTS

1. Should any person upon driving a vehicle from the paid parking areas of the airport not be able to present an officially issued ticket indicating where that person's vehicle was parked and at what time, then the charge assessed for the parking of that vehicle shall be at least $12.00. In addition to that fee, there shall also be a fee assessed for the parking of that vehicle equal to the amount of the daily rate, times number of days, for the area in which that vehicle was parked as is indicated by the daily lot inventory taken by the airport administration.

2. Whenever a person or an entity shall pay for the parking fees assessed by this Section with a check or draft, and that check or draft is dishonored, then there shall be an additional $25.00 assessed against that person or entity.

Exhibit N

Sports Complex

	Fee
FOOTBALL/SOCCER STADIUM	
Sporting Events	
Half Stadium Rental	$1,500.00/day
Half Stadium Rental No Suites with Guarantee of Five Games	$750/day
Whole Stadium Rental	$3,000.00/day
All Inclusive Football Game Package	$10,000.00/game
This package includes a whole stadium rental, cleaning, lighting, game officials and staff, operators, security, EMS, and UIL fees, if necessary.	
Non-Sporting Events	
Non-Profit Deposit	$1,500.00
Non-Profit Rental	$1,500.00/day
Commercial Deposit	$2,500.00
Commercial Rental	$2,500.00/day
Cleaning Fees	
Less Than 2,000 People	$1,500/side
Less Than 2,000 People with Guarantee of Five Events No Suites	$750/side
More Than 2,000 People	$2,500/side
Lighting Fee	$75.00/hour
BASEBALL STADIUM	
Baseball Events	$750.00/day
Non-Baseball Events	
Non-Profit Deposit	$1,000.00
Non-Profit Rental	$1,000.00/day
Commercial Deposit	$1,500.00
Commercial Rental	$1,500/day
Cleaning Fees Assessed By Midland Rockhounds	
Lighting Fee	$75.00/hour
Groundskeeper and Grounds Material Fees Assessed By Midland Rockhounds	
Diamond Club Deposit	$100.00
Diamond Club Rental (minimum 2 hours)	$50.00/hour
Diamond Club Cleaning Fee (payable to Midland Rockhounds)	$150.00
OPERATOR FEES FOR BASEBALL AND FOOTBALL/SOCCER STADIUMS	hourly
Video Board Operator	$50.00
Scoreboard Operator	$50.00
PA Announcer	$50.00
Camera Operator	$45.00
Replay Technician	$45.00

Sound Operator	$45.00
Temporary Fence Set Up on Artificial Turf Field	$45.00
SSC - COMMON AREA/PARKING LOT RENTALS	
Pavilion	
Non-Profit Deposit	$1,500.00
Non-Profit Rental	$1,500/day
Commercial Deposit	$2,000.00
Commercial Rental	$2,000/day
Parking Lot Only	
Parking Lot Deposit	$1,000.00
Set Up/Tear Down	$1,000/day
Rental Fee	$1,500/day
Cleaning Fees - Common Area/Parking Lot Rentals	
Less Than 1,000 People	$1,000.00
1,001 to 2,500 People	$1,500.00
More Than 2,500 People	$2,000.00
SSC - AUXILIARY FIELDS	
Non-Tournament Fees	
Deposit	$100.00
Field Rental	$75.00/hour
Tournament Fees	
Deposit	$100.00/field
Rental	$35/team with min. of $500/field
Cleaning Fee	$150.00/field/per day
Lighting Fee	$25.00/hour
Concession Stand Deposit	$100.00
Game Cleaning Fee	$75/field/per day
Concession Stand Rental	$25.00/hour

Exhibit O

Miscellaneous

	Fee
COURT FEES	
Municipal Court Building Security Fee	$3.00
Municipal Court Technology Fee	$4.00
Municipal Court Copy Fee	$1.00 per page
BUSINESS REGULATIONS	
Closing Out Sale License Fees - 30 Days	$100.00
Closing Out Sale License Fees - 60 Days	$125.00
Closing Out Sale License Fees - 90 Days	$150.00
Door to Door Solicitors (Peddler) License (valid for 6 months)	$125.00
Door to Door Solicitors (Peddler) License (renewal)	$125.00
Background Check for Door to Door Solicitor License (valid for 1 year)	$10.00
Mobile Home/Travel Trailer Park Application Fee	$10.00
Mobile Home/Travel Trailer Park License	$25 plus $1 each space
Mobile Home Mini Park Location Application	$10.00
Mobile Home Mini Park Revised Site plan	$10.00
City Chauffeur's License Application Fee	$25.00
Airport Cabstand Permit Fee (per month)	$25.00
Special Police Officer License Fee (individual)	$10.00
Special Police Officer License Fee (firm)	$50.00
Carnival Operator's License	$100.00
Carnival Employee's License	$6.00
Side Walk Sale Application Fee	$4.00
POLICE REGULATIONS	
Alarm Permit Application Fee (commercial)	$25.00
Alarm Permit Application Fee (residential)	$20.00
Alarm Permit Renewal Fee (commercial)	$20.00
Alarm Permit Renewal Fee (residential)	$15.00
Alarm Permit Service Fee	$50.00
FRANCHISES	
Telecomm Carrier on Public ROW Regular Fee	$25.00
Franchise Application and Review Fee	$500.00
Franchise Renewal Application and Review Fee	$500.00
PAID PARKING	
Paid Parking Rate (via Mobile App/QR Code)	$1.50 per hour
**Monday–Friday, 8 AM to 6 PM*	
Temporary Use of Paid Space	$15 per space/day
**Used for events, construction, or parklets*	

Exhibit P

Right of Way

Right-of-Way License Fees and Rates for Crossing Property or Public Right-Of-V
Owned By the City of Midland.

Fees (non-refundable)

Application Fee
Application Fee of Expired License

The City of Midland's Rate and Damage Schedule is 200% of the Then-Current University Lands Rate and Damage Schedule for a 10-Ye

Fees and Rates Will Be Paid at the Commencement of the 10-Year License in One Payment

ROW Patio Program Fees
Application Fee
Occupancy Fee
Removal Deposit Fee
Application Renewal Fee

Way

$	1,500.00
$	1,500.00

ear License

$	50.00
$	100.00
$	300.00
$	100.00

Exhibit Q

Fire and EMS

	Fee
EMS	
Ambulance Services - Basic Life Support (non emergency)	$700 + $15 per mile
Ambulance Services- Basic Life Support (emergency)	$1000 + $15 per mile
Ambulance Services- Advanced Life Support (non emergency)	$800 + $15 per mile
Ambulance Services- Advanced Life Support (emergency)	$1200 + $15 per mile
Ambulance Services- Advanced Life Support (level II)	$1400 + $15 per mile
Ambulance Services - Specialty Care Transport	$1600 + $15 per mile
Ambulance Waiting Charge	$200 per hour
Ambulance Service - Outside Midland County	$100.00
Advanced Life Support Disposables	$110.00
Basic Life Support Disposables	$80.00
Oxygen	$60.00
IV Supplies	$50.00
Defibrillation	$75.00
Intubation	$125.00
Fire Inspection	
Food Truck Fire Inspection	$50 per inspection annually
Motor Vehicle Incidents	
Motor Vehicle Incident (Level 1)	$500.00
Motor Vehicle Incident (Level 2)	$575.00
Motor Vehicle Incident (Level 3)	$700.00
Motor Vehicle Incident (Level 4)	$1,800.00
Motor Vehicle Incident (Level 5)	$2,200.00
Car Fire	$800.00
Add-On Services	
Extrication (Add-On)	$1,650.00
Landing Zone (Add-On)	$500.00
Hazardous Materials (HAZMAT) Incidents	
HAZMAT Level 1	$900.00
HAZMAT Level 2	$3,200.00
HAZMAT Level 3	$7,500.00
Equipment and Personnel (Hourly Rates)	
Fire Engine (per hour)	$400.00
Ladder Truck (per hour)	$500.00
Rescue Truck (per hour)	$500.00
Command Unit (per hour)	$100.00
Water Tender (per hour)	$150.00
Firefighter (per hour)	$50.00

Exhibit Q

Fire and EMS

		Fee
Driver/Engineer (per hour)		$65.00
Officer (per hour)		$80.00
Chief Officer (per hour)		$100.00
Paramedic (per hour)		$65.00
Inspector/Investigator (per hour)		$80.00
Misc. Equipment (per hour) $350		$350.00
Other Services		
False Fire Alarm		$200.00
Fire Investigation		$350/hr.
Water/Technical Rescue	$500/hr.	
Advanced Water Rescue		$2,000/hr.
Industrial Rescue		$500/hr.
Supplies (Used/Damaged)		Cost + 10%

Exhibit R

Credit Card Fees

The City of Midland will apply a 3.5% fee to all transactions paid by credit card, based on the total amount being paid.

City Council Meeting

Item Number: {{item.number}}

Meeting Date: December 16, 2025

To: City Council / City Manager

From: Christy Weakland, Director

Subject: AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION (DISTRICT: ALL) (FINANCE)

Purpose:

Revise an ordinance establishing regulatory and user fees collected by the City of Midland to adequately cover the costs and expenses incurred by the City in connection with providing the services associated with said fees.

Recommended City Council Action:

Approve

Fiscal Impact:

Regulatory and User Fees generate revenue designed to cover the cost of the service being provided by the City of Midland

Discussion:

Updates were made to departments as outlined below. Corresponding exhibits are attached.

1. **Airport** – Maximum per 24-hour Period Parking fees (Exhibit M) were increased.
2. **Right of Way (ROW)** – ROW Patio Program (Exhibit P) fees were added.
3. **Code Enforcement** - New Downtown Parking Program fees were added to (Exhibit O).

City Council Meeting

Item Number: 56.
Meeting Date: December 16, 2025
To: City Council
From: Christy Weakland, Finance Director
Subject: AN ORDINANCE MAKING CERTAIN AMENDMENTS TO THE 2024-2025 FISCAL YEAR BUDGET SO AS TO INCREASE AMOUNTS APPROPRIATED TO CERTAIN FUNDS

Purpose:
The ordinance will amend the 2024–2025 budget to align appropriations with actual expenditures in certain funds where unforeseen needs resulted in costs exceeding the adopted budget.

Recommended Action:
Approve

Fiscal Impact:
The ordinance will authorize additional appropriations for certain governmental funds where expenditures exceeded the originally adopted budget due to unforeseen needs identified during the fiscal year.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Airport Operations ($800,000): Airport expenditures exceeded the adopted budget due to rapid growth in airport activity, which required additional staffing, maintenance, and operational resources. These additional costs are fully supported by higher-than-expected airport revenue, and do not create a structural financial issue for the fund.

Special Event Donations ($123,000): The increase in appropriations for Special Events reflects donations received throughout the fiscal year. These donated funds must be formally appropriated before they can be spent on events such as Merry Lights.

Attachments:
A. ORDINANCE - 2024-2025

Christy Weakland, Finance Created/Initiated - 12/5/2025

Christy Weakland, Finance	Approved - 12/5/2025
Christy Weakland, Finance	Approved - 12/5/2025
Linda Ochoa, Legal	Approved - 12/8/2025
Jose Ortiz, City Manager	Approved - 12/8/2025
Morris Williams, City Manager	Approved - 12/9/2025
Jan Hamilton, City Secretary	Approved - 12/9/2025
Kathy Rauda, City Secretary	Final Approval - 12/9/2025

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AMENDMENTS TO THE 2024-2025 FISCAL YEAR BUDGET SO AS TO INCREASE AMOUNTS APPROPRIATED TO CERTAIN FUNDS

WHEREAS, expenditures in certain governmental funds exceeded the original estimates in the budget for the 2024-2025 fiscal year; and

WHEREAS, the Council finds it to be in the public interest to amend the 2024-2025 budget as necessary to meet unforeseen conditions that could not by reasonably diligent thought and attention have been included in the original budget for the 2024-2025 fiscal year;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS;

THAT in accordance with Texas Local Government Code Chapter 102, the official municipal budget for the fiscal year 2024-2025 is hereby amended by increasing amounts appropriated to certain funds from the Unappropriated Fund Balance for the fiscal year ending September 30, 2025, as follows:

Increasing Budget Authority

Airport Operations. $800,000.00;

Special Event Donations. . . . . $123,000.00.

Said budget schedule is on file with the office of the City Secretary referenced by the date and number of this Ordinance.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; 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., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

City Secretary's Office – Council Memorandum

November 18 , 2025

To: City Council Members

From: Rachel Guentensberger, Deputy City Secretary

Subject: Applications for various Boards, Commissions and Committees

Attached to this memorandum is updated information regarding the remaining Vacancies and reappointment for various Boards, Commission and Committees.

City Council Meeting

Item Number: 58.
Meeting Date: December 16, 2025
To: City Council
From: Kathy Rauda, Deputy City Secretary
Subject: CONSIDER ONE OR MORE MOTIONS MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

Purpose:

Recommended Action:

Fiscal Impact:

Strategic Priority:
TRANSPARENT & CONSISTENT COMMUNICATION

Discussion:

Attachments:
A. UPDATED INFO cc - 12.05.25

Kathy Rauda, City Secretary — Created/Initiated - 12/4/2025
Kathy Rauda, City Secretary — Final Approval - 12/4/2025

AIRPORT PLANNING AND DEVELOPMENT BOARD - (Advisory)

Action needed by Council: (1) Vacancy appointment remaining

Name:	Replacing:	Vote:
	Frank Kisner	

Appointments made at 9/23/2025 Meeting
Tom Seguija *(replaced Justine Kuethe)* **JB / BS 6-0**
Matt Berkebile *(replaced Nick McClure)* **ASB / JB 6-0**
Brandon Patterson *(reappointed)* **JL /JN 6-0**
James Linderman *(reappointed)* **JL /JN 6-0**

List of Current Applicants:

Chris Nolan	Sammy Daulong
Christina Renteria	Stephanie Griffin
Hank Hudson	Steven Price
Christopher Butler	Jose Ortega (appointed to Hotel/Motel)
David Tryson	Barrett Bole
Deborah Julian	Lindsay Johnson
Holly Darby	Ty Parkison
Leo Guillen	Zhong Pan (Sean) (appointed to Parks)
Russell Johnson	Zachary Smith
	Matthew Wilson

Quick Overview of Board info:

Justine Ruff **(Staff Liaison)** Robin Poole **(Council Liaison) Ex-Officio members** are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation. **Eligibility Requirements**: Resident of Midland County

Term / Membership:	*10 Members, three-year terms - expiring 3-3-4*
Meetings:	*Meets 3rd Wednesday of each month at 2:00 p.m. (January, April, July & October @ 12:30 p.m.) in the Third Floor Media Room at Midland International Air & Space Port*
Board responsibilities:	*Advises City Council and Airport Director regarding the promotion and development of Midland Industrial Park, Midland International Air & Space Port and Midland Airpark.*

MIDLAND DEVELOPMENT CORPORATION - (Decision Making & Separate Legal Entity)

Action needed by Council:
(3) Vacancy appointments remaining and (1) appointment to unexpired term

Name:	Replacing:	Vote:
	J.Ross Lacy *(Appointment to unexpired term)*	
	P. Lourcey Sams	
	Zachary Deck	
	Jill Pennigton	

List of Current Applicants:

Rance Norton
Jose Ortega (appointed to Hotel/Motel Board)
Darpan Bhakta
Russell Johnson
Abraham Bejil
Luis Sanchez
Samuel Surtees
Victoria Santiago
Denzil West
Hayden Boldrick
Hilton Bloodworth
Armando Saenz
Sharmaine Zamora
Zachary T Smith
Heather Bredimus (reappointed to Hotel/Motel Board)
Chris Nolan
Scott Dufford
Brad Logan
James Griffis
John Travis Williams
Johnathan Conners
Justin Willmon
Sharmaine Zamora

Quick Overview of Board info:

Rachel Guentensberger (Staff Liaison) **Amy Stretcher-Burkes** (Council Liaison) **Lori Blong – Mayor** (Council Liaison) **Eligibility Requirement**s: No director or employee shall be related to a current City Council member.

Term / Membership:	*Seven (7) Members, three-year terms*
Meetings:	*Meets 1st Monday of the month at Midland Chamber of Commerce, 303 W. Wall St. STE. 200*
Board responsibilities:	*Administers funds, subject to City Council approval, to promote and develop new and expanded business enterprises.*

MIDLAND HOUSING AUTHORITY COMMISSION- (Separate Legal Entity)

Action needed by Council:
(1) Vacancy appointment remaining (must be a resident Board member) (2) Reappointments remaining

Name:	Replacing:	Vote:
	Resident Board Member Vacancy	
Neville Peyton (current member - seeking reappointment)	Reappointment	
Latoya Mayberry (current member - seeking reappointment)	Reappointment	
Michelle Evans (reappointed 9/23/25)	Reappointed 9/23/25	JL / JN 6-0

List of Current Applicants:	
Marie Ridenour (Resident board member)	Jonathan Conners
Jose Ortega (appointed to Hotel/Motel Board)	Gina Martin
Holley Hock Vang	

Quick Overview of Board info:

Isaac Garnett **(Staff Liaison)** Staff Contact: Teressa Thompson 432-682-0011 **Eligibility Requirements:** No member may be an officer or employee of the City of Midland.

Term / Membership:	*Five (5) Members, two-year terms; expiring 3-2*
Meetings:	*Meets 4th Monday of each month at 11:45 a.m. in the Conference Room, Midland Housing Authority*
Board responsibilities:	*Operates on behalf of local government to serve the housing authority needs of the community's low-income housing for the elderly and disabled.*

MIDLAND SPACEPORT DEVELOPMENT CORPORATION - (Decision-making)		
Action needed by Council: **(1) Vacancy appointment remaining**		
Name:	**Replacing:**	**Vote:**
	Frank Kisner - *City Appointee*	

List of Current Applicants:
Christopher Butler
Jose Ortega (appointed to Hotel/Motel Board)
Matt Berkebile
Jonathan Conners
Russell Johnson
Spencer Manning
Scott Ramsey
J Paul Moorhead

Quick Overview of Board info:	
Justine Ruff **(Staff Liaison)** Eligibility Requirements: **None**	
Term / Membership:	*Seven (7) members, 4 appointed by City of Midland & 3 by Midland County - two-year terms*
Meetings:	*Meets the second Thursday of the first month of each quarter in the City Hall basement Conference room, 300 N Loraine*
Board responsibilities:	*Supports the creation and development of spaceport projects in Midland, Texas, and for any lawful purpose permitted by Texas Nonprofit Corporation Law.*

OIL AND GAS ADVISORY COMMITTEE -

Action needed by Council:
(1) Vacancy appointment remaining (must be a Petroleum Engineer or Geologist)

Name:	Replacing:	Vote:
	Ross Klabon ***(Petroleum Engineer)***	

List of Current Applicants:
Abdul Kreem Al Obied (Petroleum Engineer)
Victoria Santiago
Zachary Smith
Alka Kumar

Quick Overview of Board info:	
Garrick Clayton **(Staff Liaison) Eligibility Requirements**: 3 Petroleum Engineers or Geologists and 2 with Property Development or Real Estate Experience.	
Term / Membership:	*Five (5) members - 3 petroleum engineers or geologists, 2 with property development or real estate experience - two-year terms*
Meetings:	*Meets every 2nd Wednesday of the month at 2:00 P.M, City Hall Council Chamber*
Board responsibilities:	*Assists the City of Midland Planning Division with the administrative review of Oil and Gas Well Permit applications for (1) technical compliance with the requirements of Sec. 6-1-23 of the City code regarding Oil and Gas Well Permits issued on or after January 1, 2010, and (2) administrative completeness. The Committee may also recommend a surface location*

PARKS AND RECREATION COMMISSION - (Advisory)

Action needed by Council:
(1) Appointment & (4) reappointments remaining

Name:	Replacing:	Vote:
Rachel Overman (current member - seeking reappointment)	**Reappointment**	
Sarah Judge (current member - seeking reappointment)	**Reappointment**	
Lynn Rogers (current member - seeking reappointment)	**Reappointment**	
Amber Voithorer (current member - seeking reappointment)	**Reappointment**	
	Appointment - replacing Marion Bryant (unexpired term)	
Zhong Pan (Sean) (reappointed 9/23/25)	***Replaced Dal Watson - Appointed 9/23/25***	**JN / JL 6-0**

List of Current Applicants:

Xavier Torres	Matthew Wilson
Jonathan Conners	Max Kilgore
Russell Johnson	Melissa Mosier
Stephanie Griffin	Myron McGee
Suellen King	Peggy Cox
Sharmaine Zamora	Samuel Gonzalez
Joy Paulson	

Quick Overview of Board info:

Laurie Williams **(Staff Liaison)** John Norman **(Council Liaison)** Eligibility Requirements: Resident Citizen, Taxpayer and Qualified Voter.

Term / Membership:	*Nine (9) members - three-year terms*
Meetings:	*Meets six times per year typically on the third Tuesday of the month at 11:30 a.m. at the Martin Luther King, Jr. Community Center*
Board responsibilities:	*Advises the City Council and Community Services Department concerning all matters pertaining to public parks and recreation in the City.*

PLANNING AND ZONING COMMISSION - (Decision Making)

Action needed by Council:
(1) reappointment remaining

Name:	Replacing:	Vote:
Abraham Bejil* **(current member - seeking reappointment)**	**Reappointment**	

** Please note if Mr. Bejil is appointed to the MDC board, he will no longer be eligible for reappointment to P& Z board, and will need to be replaced.*

List of Current Applicants:	
Jonathan Conners	Zhong Pan (Sean) *(appointed to Parks Board)*
Russell Johnson	Zachary Smith
Stephanie Griffin	Aaron Scholl
Samuel Sutees	Stephen Williams
Lindsay Johnson	Tim Baum
Joy Paulson	Hilton Bloodworth
	BreAnna LaFoy

Quick Overview of Board info:

Landon Ochoa **(Staff Liaison) Eligibility Requirements:** Resident citizen of City of Midland, owner of real property within the City Limits and qualified Voter.

Term / Membership:	*Seven (7) members, two (2) alternates - three-year terms*
Meetings:	*Meets every first and third Monday of the month at 3:30 p.m. in the City Council Chamber, City Hall*
Board responsibilities:	*Considers issues regarding developments and improvements of property within the City limits and makes recommendations to the City Council.*

2025 Council Appointments - Boards, Commissions and Committees of the City of Midland

ZONING BOARD OF ADJUSTMENT & AIRPORT ZONING BOARD OF ADJUSTMENT- (Decision Making)		
Action needed by Council: **(2) Alternate Vacancies - (2) Reappointments**		
Name:	**Replacing:**	**Vote:**
Rachel Walker **(current member - seeking reappointment)**	**Reappointment**	
Elizabeth Moore **(current member - seeking reappointment)**	**Reappointment**	
	Alternate Vacancy Appointment	
	Alternate Vacancy Appointment	

List of Current Applicants:	
Jonathan Conners	Zachary Smith
Rachel Overman *(appointed to MOUTD Board)*	Melissa Mosier
Russell Johnson	Zhong Pan (Sean) (appointed to Parks Board)
Christina Renteria	BreAnna LaFoy

Quick Overview of Board info:

Jeff Pinkstaff **(Staff Liaison) Eligibility Requirements:** Resident citizen of City of Midland, owner of real property within the City Limits and qualified Voter.

Term / Membership:	*Five (5) members, four (4) alternate members - two-year terms*
Meetings:	*Meets as needed at a time and place to be determined*
Board responsibilities:	*Makes decisions on appeals from determinations made by the Building Official, regarding special exceptions and specific variances.*