CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL REGULAR MEETING
March 24, 2026 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

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

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

OPENING ITEMS

1. Invocation - Pastor Trey Villanueva, Stonegate Fellowship Church

2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

   3.a REGULAR SESSION OF FEBRUARY 24, 2026

   3.b SPECIAL SESSION OF MARCH 5, 2026

4. 021-2026 - MOTION ACCEPTING THE CITY OF MIDLAND'S ANNUAL COMPREHENSIVE FINANCIAL REPORT AND INDEPENDENT AUDIT FOR FISCAL YEAR 2025 **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

5. 2026-038 - RESOLUTION APPROVING THE PURCHASE OF A ELGIN BROOM BEAR SINGLE STREET SWEEPER FROM KINLOCH EQUIPMENT & SUPPLY, THROUGH SOURCEWELL, AT A TOTAL COST OF $431,425.00; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

6. 2026-039 - RESOLUTION APPROVING THE PURCHASE OF A PADFOOT ROLLER FROM ROMCO, INC. THROUGH BUYBOARD AT A TOTAL COST OF $152,480.00; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

7. 2026-040 - RESOLUTION AUTHORIZING THE ACCEPTANCE OF A DONATION IN THE AMOUNT OF $1,000,000.00; PROVIDING THAT SAID DONATION SHALL BE USED FOR THE DEVELOPMENT OF PHASES 1 AND 2 OF THE BEAL PARK IMPROVEMENTS PROJECT; AND APPROPRIATING SAID FUNDS **(DISTRICT: 4) (PARKS & RECREATION) (QUALITY OF LIFE AND PLACE)**

8. 2026-041 - RESOLUTION APPROVING A CONTRACT FOR THE SPRIGGING OF BERMUDA GRASS AT BEAL PARK WITH MID-AMERICA GOLF AND LANDSCAPE, INC. THROUGH SOURCEWELL FOR A TOTAL COST OF $206,401.26; APPROVING $31,000.00 FOR PROJECT RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

9. 022-2026 - MOTION AUTHORIZING THE CITY MANAGER AND THE CITY

ATTORNEY TO EXECUTE FEDERAL AVIATION ADMINISTRATION GRANT NO. 77 IN ORDER TO RECEIVE GRANT FUNDS FOR THE MAF TERMINAL MODERNIZATION AND EXPANSION PROJECT **(DISTRICT: 4) (AIRPORTS) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

10. 2026-042 - RESOLUTION AWARDING A CONTRACT FOR THE MAF VEHICLE PARKING LOT P6 PROJECT TO BOLER EQUIPMENT SERVICES, INC. FOR A TOTAL COST OF $5,927,861.00; APPROPRIATING AND TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 4) (AIRPORTS) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

11. 023-2026 - MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF RUCKUS ADDITION, SECTION 3, BEING A REPLAT OF LOT 1, BLOCK 1, RUCKUS ADDITION, AND A 70.15-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST LOOP 250 NORTH AND NORTH FAIRGROUNDS ROAD) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

12. 024-2026 - MOTION APPROVING, WITH STAFF'S RECOMMENDATIONS, A PRELIMINARY PLAT OF LIMESTONE ADDITION, SECTION 1, BEING A PLAT OF A 54.49-ACRE TRACT OF LAND OUT OF SECTIONS 11 AND 14, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH COUNTY ROAD 1250 AND WEST INTERSTATE 20 SERVICE ROAD) **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

13. 025-2026 - MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF DAHLIA INDUSTRIAL PARK, SECTION 2, BEING A REPLAT OF LOTS 19 AND 20, BLOCK 2, DAHLIA INDUSTRIAL PARK, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST COUNTY ROAD 47 AND NORTH COUNTY ROAD 1283) **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

14. 026-2026 - MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF SERAPA ADDITION, SECTION 2, BEING A PLAT OF A 48.80-ACRE TRACT OF LAND OUT OF SECTION 47, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST COUNTY ROAD 95 AND SOUTH COUNTY ROAD 1130) **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

15. 2026-043 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A TARIFF AUTHORIZING AN ANNUAL RATE REVIEW MECHANISM AS A SUBSTITUTION FOR THE ANNUAL INTERIM RATE ADJUSTMENT PROCESS DEFINED BY SECTION 104.301 OF THE TEXAS UTILITIES CODE, AND AS NEGOTIATED BETWEEN ATMOS ENERGY CORP., WEST TEXAS DIVISION (“ATMOS WEST TEXAS”) AND THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS; REQUIRING ATMOS WEST TEXAS TO REIMBURSE THE CITY’S REASONABLE RATEMAKING EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO DELIVER THIS

RESOLUTION TO ATMOS WEST TEXAS AND LEGAL COUNSEL **(DISTRICT: ALL) (STRATEGIC PARTNERSHIPS OFFICE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

16. 027-2026 - MOTION AUTHORIZING THE EXECUTION OF A SURFACE USE AGREEMENT (26-329-010) WITH PIONEER NATURAL RESOURCES USA, INC., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

17. 028-2026 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-005) BETWEEN THE CITY OF MIDLAND AND BRAZOS MIDLAND GAS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 19, BLOCK 36, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

18. 029-2026 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-495-004) BETWEEN THE CITY OF MIDLAND AND SCM CRUDE LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 3, BLOCK C-24, P.S.L. SURVEY, ABSTRACT NO. 1417, WINKLER COUNTY, TEXAS AND SECTIONS 2 AND 3, BLOCK C-24, P.S.L. SURVEY, ABSTRACTS 1400 AND 1402, LOVING COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

19. 10722 - AN ORDINANCE VACATING AND ABANDONING A 0.533-ACRE PORTION OF SOUTH ATLANTA STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1 THROUGH 6, BLOCK 125, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ALONG SOUTH ATLANTA STREET BETWEEN EAST WASHINGTON AVENUE AND EAST NEW YORK AVENUE) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD FEBRUARY 24, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

20. 10723 - AN ORDINANCE VACATING AND ABANDONING A 0.071-ACRE PORTION OF SOUTH ATLANTA STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 4, 5, AND 6, BLOCK 127, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST WASHINGTON AVENUE AND SOUTH LAMESA ROAD) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD FEBRUARY 24, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

21. 10725 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1 AND THE EAST HALF OF LOT 2, BLOCK 25, HIGH SCHOOL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST CUTHBERT AVENUE AND NORTH B STREET), 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 FEBRUARY 24, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

22. 10726 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 15,061-SQUARE-FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 24, 2026) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

23. 10727 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,724-SQUARE-FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 24, 2026) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

24. 10728 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 13, BLOCK 61, ORIGINAL TOWN ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 24, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

25. 10729 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE BLOCKS 21 AND 22, REPLAT OF BLOCKS 21 AND 22 OF KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, LR, LOCAL RETAIL DISTRICT, IN PART, RR, REGIONAL RETAIL DISTRICT, IN PART, AND

PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND HUMBLE 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 (FIRST READING HELD FEBRUARY 24, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

26. 10730 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 AND 2, BLOCK 15, LILLY HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ANDREWS HIGHWAY AND TARLETON 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 FEBRUARY 24, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC HEARINGS

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

27. 10724 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 7A, BLOCK 6, WESTCLIFF ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WOODCREST DRIVE AND PRINCETON AVENUE), BY PERMITTING (1) A REDUCED MINIMUM LOT DEPTH AND (2) 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 (DEFERRED FROM FEBRUARY 24, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

28. 10731 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 35.05-ACRE TRACT OF LAND OUT OF SECTION 25, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO MH, MANUFACTURED HOUSING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 650 FEET NORTH OF EAST CUTHBERT AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

29. 10732 - AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 4.09-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 220 FEET EAST OF BEAR DRIVE); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

30. 10733 - AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 4.09-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT, IN PART, AND AN RR, REGIONAL RETAIL DISTRICT, IN PART; SAID TRACT BEING GENERALLY LOCATED ON THE SOUTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 220 FEET EAST OF BEAR 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 **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

31. 10734 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 3, CORPORATE PLAZA ADDITION, SECTION 2, AND LOT 2B, BLOCK 3, CORPORATE PLAZA ADDITION, SECTION 19, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SPRING PARK 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)**

32. 10735 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.82-ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 1, LOT 2A, BLOCK 43, AND LOT 1A, BLOCK 44, SOUTH PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST HICKS AVENUE AND SOUTH FORT WORTH 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)**

33. 10736 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 4, SOUTH PARK ADDITION, AND TRACT 3, PRIMITIVE BAPTIST CHURCH TRACT, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST DAKOTA AVENUE AND SOUTH ATLANTA 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)**

34. 10737 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 16.29-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND RR, REGIONAL RETAIL

DISTRICT, IN PART, TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 1,365 FEET NORTH OF EAST WADLEY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

35. 10738 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 61.85-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER, IN PART, PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART, MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, RR, REGIONAL RETAIL DISTRICT, IN PART, SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS ROAD AND EAST LOOP 250 NORTH); 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)**

36. 10739 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE AN 18.19-ACRE TRACT OF LAND AND A 58.90-ACRE TRACT OF LAND, BOTH OUT OF SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, MF-22, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, O-2, OFFICE DISTRICT, IN PART, AND AE, AGRICULTURAL ESTATE DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST LOOP 250 NORTH AND NORTH FAIRGROUNDS 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)**

37. 2026-044 - RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE 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)**

38. 2026-045 - RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE ON LOT 3, BLOCK 23, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 1604 SOUTH LORAINE 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)**

39. 10740 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE EAST 26 FEET OF LOT 17, ALL OF LOT 18, AND THE WEST 14.5 FEET OF LOT 19, AVALON ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF STANOLIND AVENUE, APPROXIMATELY 230 FEET WEST OF NORTH I STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

40. 10741 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE EAST 55 FEET OF LOTS 12 AND 13, BLOCK 1, EDWARDS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF MISSISSIPPI AVENUE, APPROXIMATELY 70 FEET EAST OF NORTH FORT WORTH 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)**

41. 10742 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1 AND THE EAST 23 FEET OF LOT 2, BLOCK 3, RESUBDIVISION OF BLOCK 3 OF JOHNSON AND MORAN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF HARVARD AVENUE AND LANHAM STREET), BY PERMITTING (1) A REDUCED MINIMUM REAR YARD SETBACK AND (2) REDUCED MINIMUM SIDE YARD SETBACKS ON THE EAST AND WEST SIDES OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

42. 10743 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.50-ACRE TRACT OF LAND OUT OF SECTION 36, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM BP, I-20 BUSINESS PARK DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH ADAMS STREET AND SOUTH 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)**

43. 10744 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 2, WEST 191 INDUSTRIAL PARK,

SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 191, APPROXIMATELY 1,185 FEET NORTHEAST OF FARM TO MARKET 1788); 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)**

MISCELLANEOUS

44. 030-2026 - MOTION GRANTING CLOVIS SIGN SERVICES' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1, BLOCK 1, GARNETT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST STATE HIGHWAY 158 AND EAST INTERSTATE 20) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC COMMENT

45. 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

46. 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:

46.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.

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

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

46.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.

46.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
February 24, 2026 - 10:00 AM

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 AM, February 24, 2026.

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

1. Invocation - Pastor Jon Slayden, Hope Community 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 ISD FFA Week"

   3.b Presentation of Proclamation for “YWLA Girls Swimming & Diving Day”

CONSENT AGENDA

Mayor Blong spoke on the Chamber rules of conduct that were adopted in 2019 regarding disruptive behavior during City Council meetings. The "rules are supported by Texas Government Code and Penal Code provisions that authorize the presiding officer to maintain order and ensure the body can conduct it's business without disruption. Disruptive behavior during City Council meetings will not be tolerated.” Please visit https://midlandtexas.gov/1498/Council-Meeting-Decorum for more information.

John Burkholder moved to Approve Consent Agenda items 4-21 excluding items 4, 5, 16, 18 & 20; seconded by Brian Stubbs.

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

DRAFT

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4.a SPECIAL SESSION OF JANUARY 13, 2025

   4.b REGULAR SESSION OF FEBRUARY 10, 2026

Robin Campbell reported she does not wish to provide her address and did not want them in the minutes of February 10, 2026. Mrs. Campbell reported she does not feel like the minutes, regarding the Midland Development Corporation (MDC) land, were accurately reflected in her comments. Mrs. Campbell proceeded to voice her concerns regarding the numbers.

City Attorney Nicholas Toulet-Crump & City Governance Officer/City Secretary reported addresses are placed in the minutes when stated in open session or placed on the speaker cards.

Jack Ladd 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, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

5. 2026-024 - RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES LTD FOR THE PURCHASE AND INSTALLATION OF A RESTROOM FACILITY STRUCTURE AT SPARKS PARK THROUGH BUYBOARD FOR A TOTAL COST OF $243,772.00; APPROVING $31,228.00 FOR PROJECT-RELATED COSTS; APPROPRIATING FUNDS IN THE CDBG 2025-2026 PROJECT ACCOUNT; AND AUTHORIZING PAYMENT **(DISTRICT: 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Parks & Recreation Director Laurie Williams, gave a brief presentation of the Sparks Park Restroom facility. Ms. Williams reported the existing facility is about 40 years old, difficult to maintain and does not meet the current ADA standards. Ms. Williams reviewed the costs associated with the project and different options available to complete it. A portion of Community Development Block Grant (CDBG) funding has been awarded for this project.

Community Development Division Manager Isaac Garnett, gave a brief overview of the funding cycle timeline for CDBG funding.

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, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

6. 2026-025 - RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2026 CITYWIDE CONCRETE PROGRAM TO 4J CONCRETE, LLC, DOING BUSINESS AS JORDAN CONCRETE, OF MIDLAND, TEXAS, AT A TOTAL COST

DRAFT

NOT TO EXCEED $1,000,000.00; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

7. 2026-026 - RESOLUTION APPROVING THE PURCHASE OF A SKID STEER LOADER FROM KUBOTA TRACTOR CORPORATION D/B/A KAIGE KUBOTA, LLC THROUGH BUYBOARD AT A TOTAL COST OF $101,983.82; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 2026-027 - RESOLUTION APPROVING THE PURCHASE OF A CURRAHEE 13-YARD REAR LOADER REFUSE TRUCK FROM VANGUARD TRUCK CENTER OF HOUSTON THROUGH THE INTERLOCAL PURCHASING SYSTEM AT A TOTAL COST OF $199,273.80; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 2026-028 - RESOLUTION RATIFYING AND APPROVING THE EMERGENCY EXCAVATION, HAULING, AND DISPOSAL OF SEDIMENT FROM THE WEST POND AT THE WATER TREATMENT PLANT BY DUFRANE CONSTRUCTION LLC FOR A TOTAL COST OF $414,000.00; AND AUTHORIZING PAYMENT **(DISTRICT: 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

10. 2026-029 - RESOLUTION AUTHORIZING A SOLE-SOURCE AGREEMENT WITH SYSAID TECHNOLOGIES LTD FOR A THREE-YEAR LICENSING SUBSCRIPTION AND IMPLEMENTATION SERVICES FOR THE SYSAID IT SERVICE MANAGEMENT PLATFORM AT A TOTAL COST OF $205,508.00; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

11. 2026-030 - RESOLUTION AWARDING A FIVE-YEAR CONTRACT TO PURVIS SYSTEMS INCORPORATED FOR A FIRE ALERTING SYSTEM FOR THE INFORMATION TECHNOLOGY SYSTEMS DEPARTMENT FOR A TOTAL COST OF $960,640.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

12. 2026-031 - RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION D/B/A MUSCO SPORTS LIGHTING, LLC FOR THE PURCHASE AND INSTALLATION OF LED FIELD LIGHTING AT BUTLER PARK THROUGH BUYBOARD AT A TOTAL COST OF $827,755.00; APPROVING $82,775.50 FOR PROJECT RELATED COSTS; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
13. 2026-032 - RESOLUTION AWARDING A CONTRACT TO SECOND SIGHT SYSTEMS LLC FOR THE REMOVAL OF THE LANDFILL COMMUNICATIONS TOWER AND A POLICE DEPARTMENT TOWER FOR THE INFORMATION TECHNOLOGY SYSTEMS DEPARTMENT FOR A TOTAL COST OF $132,593.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

DRAFT

14. 2026-033 - RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH CONTINENTAL RESOURCES, INC. REGARDING AN OIL AND GAS OPERATION LOCATED OUTSIDE OF THE CITY OF MIDLAND THAT WILL INVOLVE THE USE OF A PORTION OF ANETTA DRIVE **(DISTRICT: NONE) (DEVELOPMENT SERVICES - OIL AND GAS) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

15. 012-2026 - MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF HORSESHOE BEND, BEING A REPLAT OF A 64.12-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, STALEY ADDITION, AND A 125.01-ACRE TRACT OF LAND OUT OF SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH GARFIELD STREET, APPROXIMATELY 1,295 FEET NORTH OF MOCKINGBIRD LANE) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

16. 013-2026 - MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF ANTELOPE RIDGE, BEING A 225.28-ACRE TRACT OF LAND OUT OF SECTIONS 13, 14, 23, AND 24, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF WEST COUNTY ROAD 130, APPROXIMATELY 1,120 FEET NORTH OF WEST COUNTY ROAD 135) **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Planning Manager Landon Ochoa gave a brief overview of the item noting, this is for a preliminary plat within the Extraterritorial Jurisdiction (ETJ) for residential development. Mr. Ochoa provided the conditions and reported two letters of objection were received. One letter was in the form of a petition signed by 34 individuals. Mr. Ochoa also briefly reported on the water infrastructure for this development.

Council Member John Burkholder reported on his concerns with large developments to include traffic infrastructure, water and unknown issues that may arise.

Public Works Officer & Utilities Director Carl Craigo clarified the Groundwater Availability Certificate (GAC) was signed by a Professional Engineer (PE) not a Professional Geologist (PG).

Council Member John Norman inquired if there are absolute ways to guarantee water.

Mr. Craigo reported that each lot is given their own water well. The only sure fire way is if the group developed a public water system that is regulated by the Texas Commission on Environmental Quality (TCEQ) to ensure water and it's quality.

Mayor Blong voiced her frustration in that there are restrictions for providing municipal water to these areas but the Council is asked to approve this when there is no absolute way to ensure the homeowners will have what they need to be successful.

City Attorney Nicholas Toulet-Crump reported on the legalities of this item and reviewed options for the City Council. The Council can approve or not act on the plat.

Mayor Blong reported this needs to be brought to the State Legislature's attention.

DRAFT

Council discussion ensued.

City Manager Tommy Gonzalez stated that annexations have to be voluntary and that this needs to be taken up with the State Legislature. Mr. Gonzalez also reported on cost savings.

Xavier Fernandez, 6701 ECR 57, spoke in opposition of this item and wanted his opposition to be noted. Mr. Fernandez also reported he has several signatures from others in opposition of this item.

Council took no action on this item.

17. 2026-034 - RESOLUTION DECLARING A NEED FOR THE MIDLAND COUNTY HOUSING AUTHORITY TO EXERCISE ITS POWERS WITHIN THE TERRITORIAL BOUNDARIES OF THE CITY OF MIDLAND, TEXAS; AUTHORIZING A COOPERATION AGREEMENT; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE SAID COOPERATION AGREEMENT **(DISTRICT: ALL) (DEVELOPMENT SERVICES - COMMUNITY SERVICES) (QUALITY OF LIFE AND PLACE)**

18. 2026-035 - A RESOLUTION SUPPORTING THE PROPOSED DEVELOPMENT OF LIHTC 78 AFFORDABLE HOUSING RENTAL APARTMENTS WITH GROUND-FLOOR COMMERCIAL AND RETAIL SPACE, AND CONFIRMING THAT THE CITY SHALL PROVIDE A LOAN, GRANT, REDUCED FEE OR CONTRIBUTION OF $500.00 FOR SUCH DEVELOPMENT; THE APPLICANT IS OVERLAND PROPERTY GROUP, LLC D/B/A CENTENNIAL PARK LOFTS APARTMENTS; THE PROPOSED DEVELOPMENT IS LOCATED AT 401 WEST TEXAS AVENUE, MIDLAND, TEXAS 79701; PROVIDING AN EFFECTIVE DATE; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO DELIVER A CERTIFIED COPY OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AND DELIVER A FUNDING COMMITMENT LETTER REGARDING THE PROPOSED DEVELOPMENT TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS **(DISTRICT: 3) (DEVELOPMENT SERVICES - COMMUNITY SERVICES) (QUALITY OF LIFE AND PLACE)**

April Engstrom, Overland Property Group, Kansas, is requesting a resolution of support from Council for a tax funding application. This will allow a historic adaptive reuse of the building to develop 78 units of one-and two-bedroom studios. Ms. Engstrom reported she is working on parking lot discussions since parking is an issue in that area. There will also be an onsite manager to manage the property.

Judd Campbell reported he is not clear on what the city is approving with this item.

Community Development Division Manager Isaac Garnett, explained that this item is for tax credits, low to moderate income families and commercial and retail as a mixed use. He reported that this is only the application process and that the application will be submitted to the Texas Department of Housing & Community Affairs (TDHCA). This project will ultimately benefit the citizens, tax base and the City of Midland.

April Engstrom further reported on the income restricted unit qualifications. Clients would need to make between $25,000 & $72,000 per year.

DRAFT

Ms. Engstrom fielded questions from Council Members. The full discussion may be heard at https://midlandtx.new.swagit.com/videos/376124.

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, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

19. 014-2026 - MOTION ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT SCHEDULE FOR THE 2026-2027 APPLICATION CYCLE AND THE 2026-2027 SECOND YEAR ACTION PLANS **(DISTRICT: ALL) (DEVELOPMENT SERVICES - COMMUNITY SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)**

20. 2026-036 - RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT WITH DAVID DIAZ, DOING BUSINESS AS MIDESSA CONSTRUCTION ("DEVELOPER"), REGARDING DEVELOPER'S CONSTRUCTION OF CERTAIN PUBLIC WATER IMPROVEMENTS TO SERVE VISTA DEL PUEBLO ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS **(DISTRICT: 2) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Public Works Officer & Utilities Director Carl Craigo gave a brief overview of the item noting, this is a project that will take water to the east side of town, down Todd Road to the south side. This will add water where the newly constructed sewer main is located which will help development in that area.

John Burkholder 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, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

21. 015-2026 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-495-006) BETWEEN THE CITY OF MIDLAND AND XRI HOLDINGS LLC, REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTION 7, BLOCK C-23, P.S.L. SURVEY, ABSTRACT NO. 1382, WINKLER COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

22. 10716 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,763-SQUARE-FOOT PORTION OF LOT 2, BLOCK 1, COUNTRY VILLA ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON

THE NORTH SIDE OF WEST WALL STREET, APPROXIMATELY 270 FEET EAST OF SOUTH MIDLAND DRIVE), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 10, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10716.

John Norman moved to Approve; seconded by Jack Ladd.

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

23. 10717 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 10, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10717.

Speakers David Chin and Patrick Cordero did not wish to speak.

Jack Ladd 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, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

DRAFT

24. 10718 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 THROUGH 10, BLOCK 7, MOORE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TP, TECHNOLOGY PARK DISTRICT TO MH, MANUFACTURED HOUSING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST MONTGOMERY AVENUE AND GOODE 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 FEBRUARY 10, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10718.

John Norman moved to Approve; seconded by John Burkholder.

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

25. 10720 - AN ORDINANCE VACATING AND ABANDONING A 0.414-ACRE PORTION OF INDUSTRIAL LOOP WEST RIGHT-OF-WAY LOCATED ADJACENT TO LOT 4, BLOCK 10, MIDKIFF INDUSTRIAL CENTER, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTH OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR THE DEDICATION TO THE CITY OF A 1.078-ACRE RIGHT-OF-WAY ON THE EAST SIDE OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD FEBRUARY 10, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10720.

Robin Poole moved to Approve; seconded by John Norman.

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

26. 10721 - AN ORDINANCE VACATING AND ABANDONING A 0.181-ACRE PORTION OF INDUSTRIAL LOOP WEST RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 4 AND 5, BLOCK 9, MIDKIFF INDUSTRIAL CENTER, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NORTH OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR THE

DRAFT

DEDICATION TO THE CITY OF A 1.078-ACRE RIGHT-OF-WAY ON THE EAST SIDE OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD FEBRUARY 10, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10721.

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, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

PUBLIC HEARINGS

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

27. 10722 - AN ORDINANCE VACATING AND ABANDONING A 0.533-ACRE PORTION OF SOUTH ATLANTA STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1 THROUGH 6, BLOCK 125, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ALONG SOUTH ATLANTA STREET BETWEEN EAST WASHINGTON AVENUE AND EAST NEW YORK AVENUE) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR PAYMENT TO THE CITY OF THE SUM OF $46,450.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10722.

Planning Manager Landon Ochoa gave a brief overview of the item noting, this is an ordinance vacating and abandoning a portion of right-of-way.

Andrew Mellen, Maverick Engineering, 1300 W. Illinois, is requesting a waiver on the fees for the right-of-way since it is blank land that has never been used.

Mayor Blong opened the public hearing at 11:06 a.m.

Sara Zuniga, 911 E. New York Avenue, recently purchased the neighboring property, and would like to purchase the other part of the land if it's available for sale.

City Manager Tommy Gonzalez reported staff will visit with Ms. Zuniga.

City Attorney Nicholas Toulet-Crump reported the action item today is the vacation which is saying the city no longer needs this right-of-way in which the right-of-way goes to the abutting property owner.

DRAFT

Mr. Mellen clarified the portion of land owned by Common Unity Church.

David Gonzalez, 5608 Crowley, Common Unity Church Elder, reported they have owned and maintained the property for 10 years and would like to know if it's possible for a waiver of fees or to lower the cost of the land.

There being no one else wishing to speak, the public hearing was closed at 11:12 a.m.

Jack Ladd moved to Amend this item to waive the fees associated with this property in the amount of $46,450; seconded by John Norman.

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

28. 10723 - AN ORDINANCE VACATING AND ABANDONING A 0.071-ACRE PORTION OF SOUTH ATLANTA STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 4, 5, AND 6, BLOCK 127, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST WASHINGTON AVENUE AND SOUTH LAMESA ROAD) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR PAYMENT TO THE CITY OF THE SUM OF $6,230.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10723.

Planning Manager Landon Ochoa gave a brief overview of the item noting, this is an ordinance vacating and abandoning a right-of-way. This is related to the previous item on this agenda.

Mr. Mellen reported he is requesting the waiver that was stated in the previous item.

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

Mayor Pro Tem Amy Stretcher Burkes inquired what happens if the previous speaker wants to buy the property with regard to the fees.

City Attorney Nicholas Toulet-Crump reported the matter would be between the property owner and the church.

John Norman moved to Amend by waiving the fees in the amount of $6,230; seconded by Jack Ladd.

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

ABSTAIN: None
ABSENT: None

29. 10724 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 7A, BLOCK 6, WESTCLIFF ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WOODCREST DRIVE AND PRINCETON AVENUE), BY PERMITTING (1) A REDUCED MINIMUM LOT DEPTH AND (2) A REDUCED MINIMUM LOT WIDTH; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10724.

Planning Manager Landon Ochoa gave a brief overview of the item noting, this is an ordinance vacating and abandoning a right-of-way.

Council discussion ensued regarding the fit, who will maintain the area, lot sizes and variances and how it's subdivided.

Mayor Blong opened the public hearing at 11:21 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Robin Poole moved to Defer; seconded by John Burkholder.

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

30. 10725 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1 AND THE EAST HALF OF LOT 2, BLOCK 25, HIGH SCHOOL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST CUTHBERT AVENUE AND NORTH B STREET), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10725.

Planning Manager Landon Ochoa gave a brief overview of the item noting, this is for a special exception to permit a reduced minimum lot width. One letter of objection was received regarding traffic.

DRAFT

Mayor Blong opened the public hearing at 11:25 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to Approve; seconded by Jack Ladd.

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

31. 10726 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 15,061-SQUARE-FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10726.

Planning Manager Landon Ochoa gave a brief overview of the item noting, this is for a Specific Use Designation (SUD) for the sale of alcohol.

Mayor Blong opened the public hearing at 11:27 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

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, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

32. 10727 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,724-SQUARE-FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR

DRAFT

THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10727.

Planning Manager Landon Ochoa gave a brief overview of the item noting, this is for a Specific Use Designation (SUD) for the sale of alcohol.

Mayor Blong opened the public hearing at 11:28 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Robin Poole 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, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

33. 10728 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 13, BLOCK 61, ORIGINAL TOWN ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10728.

No presentation needed on this item.

Mayor Blong opened the public hearing at 11:30 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Council Member Brian Stubbs inquired if there were any increases in incidents near the subject location or if the number of incidents went down. Associate Planner Alexis Martinez reported there were 25 incidents since June. The incidents went down to an average of 3.4 per month from 6.4 per month.

DRAFT

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, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

34. 10729 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE BLOCKS 21 AND 22, REPLAT OF BLOCKS 21 AND 22 OF KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, LR, LOCAL RETAIL DISTRICT, IN PART, RR, REGIONAL RETAIL DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND HUMBLE 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. 10729.

Planning Manager Landon Ochoa gave a brief overview of the item noting, this is for a zone change request.

Council Member John Norman reported that at one time, there were apartments in the area called New Jack City.

Mayor Blong opened the public hearing at 11:34 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Burkholder 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, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

35. 10730 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 AND 2, BLOCK 15, LILLY HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ANDREWS HIGHWAY AND TARLETON 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**

DRAFT

SERVICES) (QUALITY OF LIFE AND PLACE)

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10730.

Planning Manager Landon Ochoa gave a brief overview of the item noting, this is for a rezone request.

Mayor Blong opened the public hearing at 11:36 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd 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, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

MISCELLANEOUS

36. 2026-037 - RESOLUTION APPOINTING A BOARD MEMBER TO THE MIDLAND DOWNTOWN PARK CONSERVANCY BOARD OF DIRECTORS; AND DIRECTING THE CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND DOWNTOWN PARK CONSERVANCY **(DISTRICT: ALL) (CITY SECRETARY) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Robin Poole moved to Appoint Chris Butler to the Downtown Park Conservancy Board of Directors; seconded by Brian Stubbs.

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

37. 016-2026 - MOTION GRANTING CLOVIS SIGN SERVICES' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1A, BLOCK 61, BELMONT ADDITION, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF RANKIN HIGHWAY AND CRUMP STREET) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Planning Manager Landon Ochoa gave a brief overview of the item noting this item and the next three items are sign appeal requests to replace existing signage. The allowed square footage by the code is 400 square feet. The existing signage is 608 square feet; they are requesting 613 square feet.

Mr. Ochoa reported that the statement in the memo for staff to take no action was a mistake. Approval is recommended.

Robin Poole moved to Approve; seconded by Brian Stubbs.

DRAFT

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

38. 017-2026 - MOTION GRANTING CLOVIS SIGN SERVICES' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1, BLOCK 1, FAIRWAY PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND EAST LOOP 250 NORTH) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Planning Manager Landon Ochoa showed pictures of the signs. The request is for four signs; however, they are allowed three.

Emilee New, Clovis Sign Service, New Mexico, reported that 7-11 incorporated purchased the properties with the signage already in place. They would like to add the new signs in their place. The subway sign is already in place.

Ms. New also explained the reasoning behind amending the height limit and the name changes. If not approved, they can make it work.

Brian Stubbs moved to Approve the variances as requested with an amendment to keep the height limit to three feet; seconded by John Burkholder.

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

39. 018-2026 - MOTION GRANTING CLOVIS SIGN SERVICES' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 6, BLOCK 2, WEST 191 INDUSTRIAL PARK, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND NORTH FM 1788) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

John Burkholder 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: Jack Ladd
ABSENT: None

40. 019-2026 - MOTION GRANTING CLOVIS SIGN SERVICES' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1,

DRAFT

BLOCK 1, GARDEN TWENTY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST STATE HIGHWAY 158, APPROXIMATELY 200 FEET EAST OF EAST INTERSTATE 20) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Planning Manager Landon Ochoa reported this item is requesting an additional sign.

Robin Poole 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, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: None

PUBLIC COMMENT

41. 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.)

Judd Campbell reported he asked for an update regarding the Omni Hotel and would still like to have it placed on the agenda so the public has the opportunity to ask questions.

Mayor Blong reported a request has been made to the representatives of the Omni Hotel to speak at a future Midland Development Corporation (MDC) meeting.

Eliel Rosa, 3603 Humble Avenue, spoke about AI and how it will take over jobs. Mr. Rosa reported there is a Midland of Tomorrow project to prepare for this movement.

Robin Campbell read an El Paso article from July 2024 regarding an audit, it's findings and transparency.

Mayor Blong reported there is a finance committee that meets regularly.

EXECUTIVE SESSION

Mayor Blong recessed the City Council meeting to go into Executive Session at 12:06 p.m.

42. 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:

42.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.

DRAFT

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

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

42.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.

42.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 1:53 p.m.

PASSED AND APPROVED March 24, 2026.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

CITY OF MIDLAND, TEXAS
MINUTES FOR CITY COUNCIL SPECIAL MEETING
March 5, 2026 - 9:00 AM

The City Council convened in **Special** Session at the Midland County Sheriff's Office, located at 1703 East County Road 120, Midland, Texas, at 9:00 AM, March 5, 2026.

Council Members present:	John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
Council Members absent:	None
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

SPECIAL SESSION

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

Mayor Blong called the meeting to order at 9:00 a.m., welcomed all and led the group with an invocation.

City Department Directors, Managers and staff were present along with members of the media and community.

City Manager Tommy Gonzalez gave a brief presentation of the Strategic Plan Update Session along with a video recap of 2025 achievements. Some of the items presented were building Midland Long term, Mobility/Connectivity of the I-14 and I-27 corridors and the outer loop projects, as well as, Water for the Next Century and Smart Growth by design. Another video was shown regarding the next 100 years of Midland; the City of Ambition.

Mayor Blong led discussions with City Council. Topics included infrastructure priorities, finance strategy, smart growth framework, water development, legislative strategy, code enforcement as strategy, family-friendly living, and economic diversification. Each Council Member shared their perspective on the topics and were asked to think about which items were priorities.

City Management and Department Directors were able to answer questions regarding topics within their perspective area.

DRAFT

Strategic Partnerships Officer Lindsey Adams reported on the progress of the Wildcatter Trail and bus stop coverings projects.

Council Members shared ideas outlining what they would like to see in Midland's future. Topics included water security, pipeline construction, master planning and affordable housing, airport planned development, removal of dilapidated structures, ordinances for building maintenance and more parks throughout the city just to name a few.

The City Council covered a range of topics at this meeting. The entire discussion may be heard online at https://midlandtx.new.swagit.com/videos/377365.

2. 020-2026 Motion approving the City of Midland Strategic Plan for fiscal year 2026 and beyond (Provide Sound Governance & Fiscal Management)

Council took no action on this item.

EXECUTIVE SESSION

Mayor Blong recessed the Special City Council meeting to go into Executive Session at 1:47 p.m.

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

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

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.

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

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

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.

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.

DRAFT

All the business at hand having been completed, the meeting adjourned at 4:30 p.m.

PASSED AND APPROVED March 24, 2026.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 4.
Meeting Date: March 24, 2026
To: City Council
From: Christy Weakland, Finance Director
Subject: MOTION ACCEPTING THE CITY OF MIDLAND'S ANNUAL COMPREHENSIVE FINANCIAL REPORT AND INDEPENDENT AUDIT FOR FISCAL YEAR 2025

Purpose:
To accept the City of Midland's Annual Comprehensive Financial Report and Independent Audit for Fiscal Year September 30, 2025.

Recommended Action:
Approve

Fiscal Impact:
There is no fiscal impact associated with accepting the audit report. The audit was completed within the scope of the City's approved professional services agreement with the external auditors.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:

State law requires municipalities to undergo an annual independent financial audit. The City of Midland's Fiscal Year 2025 audit has been completed by the City's independent external auditors, Forvis Mazars, LLP. The audit includes the City's Annual Comprehensive Financial Report (ACFR), which presents the City's financial position and results of operations for the fiscal year ended September 30, 2025.

The auditors have issued an **unmodified ("clean") opinion**, indicating that the City's financial statements are presented fairly in all material respects in accordance with Generally Accepted Accounting Principles (GAAP).

Additionally, the audit resulted in **no audit findings or material weaknesses in internal controls**, marking the **third consecutive year** the City has achieved this level of audit outcome.

Achieving multiple consecutive years without audit findings reflects the City's continued commitment to strong financial governance and internal control practices. This outcome

demonstrates:

• **Strong internal financial controls** over accounting, reporting, and compliance
• **Effective oversight and governance** by City Council and executive leadership
• **Adherence to governmental accounting standards and best practices**
• **Reliable and transparent financial reporting** for residents, stakeholders, and regulatory agencies
• **Operational discipline across departments** in managing public funds and financial processes

Consistent audit results of this nature contribute positively to the City's financial credibility with external stakeholders, including **bond rating agencies, investors, and regulatory bodies**, and reinforce public confidence in the City's stewardship of taxpayer resources.

Attachments:
None

Christy Weakland, Finance	Created/Initiated - 3/11/2026
Christy Weakland, Finance	Approved - 3/11/2026
Christy Weakland, Finance	Approved - 3/11/2026
Linda Ochoa, Legal	Approved - 3/17/2026
Jose Ortiz, City Manager	Approved - 3/17/2026
Morris Williams, City Manager	Approved - 3/17/2026
Jan Hamilton, City Secretary	Final Approval - 3/17/2026

City Council Meeting

Item Number: 5.
Meeting Date: March 24, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF A ELGIN BROOM BEAR SINGLE STREET SWEEPER FROM KINLOCH EQUIPMENT & SUPPLY, THROUGH SOURCEWELL, AT A TOTAL COST OF $431,425.00; AND AUTHORIZING PAYMENT

Purpose:
Resolution approving the purchase of one (1) Broom Bear Single Street Sweeper from Kinloch Equipment & Supply, through Sourcewell contract #093021-ELG for a total cost of $431,425.00.

Recommended Action:
Approve

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

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Staff recommends purchasing one (1) Broom Bear Single Street Sweeper from Kinloch Equipment & Supply, through Sourcewell contract #093021-ELG. 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. After further evaluation, the Transportation Division decided not to proceed with the purchase of the budget-approved pugmill, which was estimated to cost $654,500; instead, the division is requesting approval to purchase a street sweeper broom. Please refer to the memo from Jesse Zamora, Transportation Superintendent, for further discussion concerning this purchase.

Therefore, please consider a resolution approving the purchase of one (1) Broom Bear Single Street Sweeper from Kinloch Equipment & Supply, through Sourcewell contract #093021-ELG for a total cost of $431,425.00.

Attachments:
A. RESOLUTION WITH EXHIBIT - Sourcewell - Broom Bear Street Sweeper Reso w Exh

B. justification (1)
C. Midland Broom Bear Proposal 1.23.26
D. StreetSweeperPics

Erika Munoz, General Services	Created/Initiated - 3/12/2026
Regina Stephenson, General Services	Approved - 3/12/2026
Christy Weakland, Finance	Approved - 3/12/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/17/2026
Morris Williams, City Manager	Approved - 3/17/2026
Jan Hamilton, City Secretary	Final Approval - 3/17/2026

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A ELGIN BROOM BEAR SINGLE STREET SWEEPER FROM KINLOCH EQUIPMENT & SUPPLY, THROUGH SOURCEWELL, AT A TOTAL COST OF $431,425.00; 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, Kinloch Equipment & Supply ("Company") has submitted a total proposed cost to the City of $431,425.00 for the purchase of an Elgin Broom Bear single street sweeper (the "Equipment"), through Sourcewell, as shown on the proposal that is 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 $431,425.00.

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., 2026, 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

Kinloch Equipment & Supply
Subsidiary of Federal Signal Corporation

Presents a Proposal Summary

of the

ELGIN
Subsidiary of Federal Signal Corporation

Broom Bear

Broom Bear Single Engine Street Sweeper with Dual Side Brooms

For

MIDLAND
Be the Energy!

Jeremy Howard
Tel: 806-252-0782

Quote Number: 2026-86700

Exhibit A

Broom Bear

Sidebrooms/Steering	Dual Sidebroom/Dual Steering
Fuel Type	Diesel
Hopper Capacity	4.5 Yard
Domicile	Continental USA

Basic Chassis Info

Source	Elgin
Chassis Brand/Model	2026 or Newer M2 Dual Steer 26k
Chassis Mounting Charge	Chassis Mounting Charge

Chassis Equipment

Chassis Battery Disconnect	Yes
Horn Options	Standard Electric
Cab Mounted Convex Mirrors	12" non-heated
In Cab Air Restriction Gauge Chassis	Yes
Cab Mounted Rectangular Mirrors	Right And Left Hand Heated And Remote Controlled Mirrors

Brooms

Sidebroom Material	Steel Bristles with Polyethylene Segments
Sidebroom Tilt Option Left Hand	Yes, Including Indicator
Sidebroom Tilt Option Right Hand	Yes, Including Indicator
Mainbroom Material	Single Wrap Polypropylene - Disposable
Hydraulic Sidebroom With Hydraulic Mainbroom Suspension	Yes
Piranha Brush	Yes
Sidebroom Speed Controls	In-Cab Sidebroom Speed Controls, Reversing

Conveyance & Hopper

Conveyor Type	Belt (Rubber)
Hopper Coating Systems	LifeLiner™ Hopper System
Dirt Shoes	Carbide Single Row Dirt Shoes

Dust Control & Flush Systems

Jeremy Howard
Tel: 806-252-0782

Fill Hose Length	16'8"
In-Cab Sidebroom Water Control	Yes
Washdown	Yes

Productivity Enhancements

Air Purge for Water System	Yes

Gauges and Indicators

Broom Hour Meter Gauge	Yes
Hopper Full Indicator (volumetric)	Yes

Component Protection

Autolube	Sweeper and Chassis

Lighting & Compliance

Lighting Packages	Package 6
(2) Rear Low Mounted Oval Amber LED Flashers	Yes
(2) Rear High Mounted Oval Amber LED Flashers	Yes
(2) Mirror Mounted Amber LED Flashers	Yes
Backup Alarms	Federal Signal (Standard)
Left Hand Camera	Yes

Manuals and Warranty

Sweeper Warranty	1 Year Parts and Labor
Sweeper: Operators Manuals	1
Sweeper: Parts Manuals	1

Tools/Toolbox

Hydrant Wrench	Yes
Fire Extinguishers	2.5 lbs.

Paint & Decal

Paint Sweeper	Standard White
Paint Chassis	Standard White
Elgin Logo	Red Logo

Jeremy Howard
Tel: 806-252-0782

Total Sourcewell Contract Price F.O.B. Midland, TX: $431,425.00

Product Model: BROOM BEAR
Proposal Date: 1/23/2026
Quote Number: 2026-86700
Price List Date: 1/19/2025

Payment Terms: Net Due Upon Delivery

Proposal Notes:

1. Prices quoted herein are in accordance with Sourcewell Cooperative Purchasing Contract # 093021-ELG. City of Midland Member #106268.
2. Prices quoted herein are firm until 2.23.26.
3. Under Texas Transportation Code Chapter 502, street sweepers are exempt from the requirement of titling, registering and plating in the State of Texas. As such, our proposal has made no such provisions or accommodations to provide these nonmandated services.

SIGNED BY: _____ Date: _____

Jeremy Howard
Tel: 806-252-0782

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND **FITNESS FOR A PARTICULAR PURPOSE.**

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPEAR COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in tis products without imposing any obligation upon itself to change or improve previously manufactured products.

Jeremy Howard
Tel: 806-252-0782

TO: General Services

FROM: Jesse Zamora

DATE: 2/12/2026

SUBJECT: Justification for Change of Equipment Replacement

After further evaluation, we have decided **not** to proceed with the purchase of the pugmill. We are instead requesting approval to purchase a **street sweeper broom**, due to the condition of Unit 2664 (our 2014 Elgin sweeper).

Unit 2664 recently experienced a failure of the rear motor. Given the age, overall wear, and current condition of the unit, we do not feel comfortable installing another rear motor. After discussing the situation with Brian and Eloy at the garage, we agree that it is more cost-effective and operationally reliable to purchase a new sweeper rather than continue investing in repairs.

Original Allocation

The funding originally allocated for the pugmill was **$654,500.00**, which also included the cost of a generator needed to operate the pugmill and accessories at the Cuthbert Stockpile (as the site has no power available).

Proposed Purchase

We are requesting to use a portion of the allocated funds to purchase a **new Elgin Broom Bear sweeper**. Through Soucewell Contract #093021- ELG for the purchasing price of $431,425.00

Sincerely,

Jesse Zamora

Transportation Superintendent

Kinloch Equipment & Supply
Subsidiary of Federal Signal Corporation

Presents a Proposal Summary

of the

ELGIN
Subsidiary of Federal Signal Corporation

Broom Bear

Broom Bear Single Engine Street Sweeper with Dual Side Brooms

For

MIDLAND
Be the Energy!

Jeremy Howard
Tel: 806-252-0782

Quote Number: 2026-86700

Broom Bear

Sidebrooms/Steering	Dual Sidebroom/Dual Steering
Fuel Type	Diesel
Hopper Capacity	4.5 Yard
Domicile	Continental USA

Basic Chassis Info

Source	Elgin
Chassis Brand/Model	2026 or Newer M2 Dual Steer 26k
Chassis Mounting Charge	Chassis Mounting Charge

Chassis Equipment

Chassis Battery Disconnect	Yes
Horn Options	Standard Electric
Cab Mounted Convex Mirrors	12" non-heated
In Cab Air Restriction Gauge Chassis	Yes
Cab Mounted Rectangular Mirrors	Right And Left Hand Heated And Remote Controlled Mirrors

Brooms

Sidebroom Material	Steel Bristles with Polyethylene Segments
Sidebroom Tilt Option Left Hand	Yes, Including Indicator
Sidebroom Tilt Option Right Hand	Yes, Including Indicator
Mainbroom Material	Single Wrap Polypropylene - Disposable
Hydraulic Sidebroom With Hydraulic Mainbroom Suspension	Yes
Piranha Brush	Yes
Sidebroom Speed Controls	In-Cab Sidebroom Speed Controls, Reversing

Conveyance & Hopper

Conveyor Type	Belt (Rubber)
Hopper Coating Systems	LifeLiner™ Hopper System
Dirt Shoes	Carbide Single Row Dirt Shoes

Dust Control & Flush Systems

Jeremy Howard
Tel: 806-252-0782

Fill Hose Length	16'8"
In-Cab Sidebroom Water Control	Yes
Washdown	Yes

Productivity Enhancements

Air Purge for Water System	Yes

Gauges and Indicators

Broom Hour Meter Gauge	Yes
Hopper Full Indicator (volumetric)	Yes

Component Protection

Autolube	Sweeper and Chassis

Lighting & Compliance

Lighting Packages	Package 6
(2) Rear Low Mounted Oval Amber LED Flashers	Yes
(2) Rear High Mounted Oval Amber LED Flashers	Yes
(2) Mirror Mounted Amber LED Flashers	Yes
Backup Alarms	Federal Signal (Standard)
Left Hand Camera	Yes

Manuals and Warranty

Sweeper Warranty	1 Year Parts and Labor
Sweeper: Operators Manuals	1
Sweeper: Parts Manuals	1

Tools/Toolbox

Hydrant Wrench	Yes
Fire Extinguishers	2.5 lbs.

Paint & Decal

Paint Sweeper	Standard White
Paint Chassis	Standard White
Elgin Logo	Red Logo

Jeremy Howard
Tel: 806-252-0782

Total Sourcewell Contract Price F.O.B. Midland, TX: $431,425.00

Product Model: BROOM BEAR

Proposal Date: 1/23/2026

Quote Number: 2026-86700

Price List Date: 1/19/2025

Payment Terms: Net Due Upon Delivery

Proposal Notes:

1. Prices quoted herein are in accordance with Sourcewell Cooperative Purchasing Contract # 093021-ELG. City of Midland Member #106268.
2. Prices quoted herein are firm until 2.23.26.
3. Under Texas Transportation Code Chapter 502, street sweepers are exempt from the requirement of titling, registering and plating in the State of Texas. As such, our proposal has made no such provisions or accommodations to provide these nonmandated services.

SIGNED BY: _____ Date: _____

Jeremy Howard
Tel: 806-252-0782

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND **FITNESS FOR A PARTICULAR PURPOSE.**

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPEAR COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in tis products without imposing any obligation upon itself to change or improve previously manufactured products.

Jeremy Howard
Tel: 806-252-0782

Current

New

City Council Meeting

Item Number: 6.
Meeting Date: March 24, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF A PADFOOT ROLLER FROM ROMCO, INC. THROUGH BUYBOARD AT A TOTAL COST OF $152,480.00; AND AUTHORIZING PAYMENT

Purpose:
Resolution approving the purchase of one (1) Padfoot Roller from Romco Inc. through Buyboard 788-25 for a total cost of $152,480.00.

Recommended Action:
Approve

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

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
The Garage Division is requesting the purchase of one (1) Padfoot Roller from Romco Inc. through Buyboard 788-25. 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. After further evaluation, the Transportation Division decided not to proceed with the purchase of the budget-approved pugmill, which was estimated to cost $654,500; instead, the division is requesting approval to purchase Padfoot Roller. Please see attached memos from Jesse Zamora, Transportation Superintendent, for additional information.

Therefore, please consider approval of a resolution authorizing the purchase of one (1) Padfoot Roller from Romco Inc. through Buyboard 788-25 for a total cost of $152,480.00.

Attachments:
A. RESOLUTION WITH EXHIBIT - Buyboard - Padfoot Roller Reso w Exh
B. City Of Midland BuyBoard 137468 Feb 26
C. Sweeper - Padfoot Justification
D. PadfootRollerPics

Erika Munoz, General Services	Created/Initiated - 3/11/2026
Regina Stephenson, General Services	Approved - 3/11/2026
Christy Weakland, Finance	Approved - 3/12/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/17/2026
Morris Williams, City Manager	Approved - 3/17/2026
Jan Hamilton, City Secretary	Final Approval - 3/17/2026

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A PADFOOT ROLLER FROM ROMCO, INC. THROUGH BUYBOARD AT A TOTAL COST OF $152,480.00; AND AUTHORIZING PAYMENT

WHEREAS, Buyboard is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, ROMCO, Inc. (the "Seller") submitted a total proposed cost to the City of $152,480.00 for the purchase of a padfoot roller (the "Equipment") through Buyboard as shown on the quote attached hereto as Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by the Seller through Buyboard 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 the Seller through Buyboard;

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 the Seller through Buyboard at a total cost of $152,480.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay the Seller for the purchase of the Equipment from funds available in the Garage Fund Operating Budget 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., 2026, 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 ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

Mike Kuehn
ETX Branch Manager
Cell: (806) 790-5144
E-mail: mike.kuehn@smt.network

Sales Quote

Romco Equipment Co - Lubbock
2506 East Slaton Rd
Lubbock, TX 79404
Office : (806) 745-1511

Customer:	**City of Midland**	Manufacturer:	**Dynapac**
Contact:		Model:	**Ca2500PD**
Phone:			
Email:			
Date:	**02/16/26**	Expires:	**03/18/26**

Year 2025 **Hours 236**

Quantity	Equipment ID	Serial #	Description	MSRP	Sales Price
1	137468	10000HRA040482	2025 Dynapac Ca2500PD		$256,284.00
			purchased through Buyboard	29.4% discount	$75,347.50
			contract # 788-25		
			Less additional Credit		$28,456.50

Warranty / Information

Warranty good until 2/24/2027

Machine Sale Price	**$152,480.00**
Down Payment	$0.00
TRADE IN	$0.00
DOCUMENT FEES	$0.00
SUB TOTAL	$152,480.00
DIESEL SURCHARGE TAX	$0.00
HEIT TAX	$0.00
SALES TAXES	$0.00
TOTAL AMOUNT FINANCED	**$152,480.00**

Finance Options (W.A.C.)

All quoted financing is subject to credit approval
ALL TAXES SUBJECT TO CHANGE

**** CONVENTIONAL PURCHASE OPTIONS ****

MONTHS FINANCED	APR	Monthly Payment
12	na	na
24	na	na
36	na	na
48	na	na
60	na	na

Exhibit A

Mike Kuehn
ETX Branch Manager
Cell: (806) 790-5144
E-mail: mike.kuehn@smt.network

Sales Quote

Romco Equipment Co - Lubbock
2506 East Slaton Rd
Lubbock, TX 79404
Office : (806) 745-1511

Customer:	**City of Midland**	Manufacturer:	**Dynapac**
Contact:		Model:	**Ca2500PD**
Phone:			
Email:			
Date:	**02/16/26**	Expires:	**03/18/26**

Year 2025 **Hours 236**

Quantity	Equipment ID	Serial #	Description	MSRP	Sales Price
1	137468	10000HRA040482	2025 Dynapac Ca2500PD		$256,284.00
			purchased through Buyboard	29.4% discount	$75,347.50
			contract # 788-25		
			Less additional Credit		$28,456.50

Warranty / Information

Warranty good until 2/24/2027

Machine Sale Price	**$152,480.00**
Down Payment	$0.00
TRADE IN	$0.00
DOCUMENT FEES	$0.00
SUB TOTAL	$152,480.00
DIESEL SURCHARGE TAX	$0.00
HEIT TAX	$0.00
SALES TAXES	$0.00
TOTAL AMOUNT FINANCED	**$152,480.00**

Finance Options (W.A.C.)

All quoted financing is subject to credit approval
ALL TAXES SUBJECT TO CHANGE

**** CONVENTIONAL PURCHASE OPTIONS ****

MONTHS FINANCED	APR	Monthly Payment
12	na	na
24	na	na
36	na	na
48	na	na
60	na	na

To: General Services

From: Jesse Zamora

Date: February 12, 2026

Subject: Justification for Change of Equipment Replacement

The funding originally allocated for the pugmill totaled **$654,500.00**, which included the cost of a generator required to operate the pugmill and its accessories at the Cuthbert Stockpile, as the site currently has no available power source.

Based on revised equipment needs, the department proposes reallocating these funds. The purchase of the Elgin Sweeper at a cost of **$431,425.00** would leave a remaining balance of approximately **$223,075.00**.

With the remaining funds, we propose purchasing the padfoot roller that was recently utilized on the Stokes Street and Arlington Street projects. The cost of the padfoot is **$152,480.00**, which would leave a final balance of **$70,595.00**.

At present, our department does not own a padfoot roller, and acquiring this equipment would be a valuable investment for future projects. This purchase would reduce the need for continued equipment rentals and improve operational efficiency.

Sincerely,
Jesse Zamora
Transportation Superintendent

New

DYNAPAC
SEISMIC
2991
DYNAPAC
FAYAT GROUP
DYNAPAC
FAYAT GROUP

City Council Meeting

Item Number: 7.
Meeting Date: March 24, 2026
To: City Council
From: Laurie Williams, Director of Parks and Recreation
Subject: RESOLUTION AUTHORIZING THE ACCEPTANCE OF A DONATION IN THE AMOUNT OF $1,000,000.00; PROVIDING THAT SAID DONATION SHALL BE USED FOR THE DEVELOPMENT OF PHASES 1 AND 2 OF THE BEAL PARK IMPROVEMENTS PROJECT; AND APPROPRIATING SAID FUNDS

Purpose:
Consider a resolution authorizing the acceptance of a donation in the amount of $1,000,000 for the development of Beal Park Phases 1 and 2. Funds were donated to provide specimen shade trees and improved grass installation; and appropriating $1,000,000 to the Beal Park Renovation Project.

Recommended Action:
Approve

Fiscal Impact:
Upon receipt, funds will be deposited into the Parks Oil and Gas Fund and will be transferred and appropriated to the Beal Park Improvement Project.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Staff met with the donor's representative during the Phase 1 construction phase. The donor requested that multiple specimen shade trees be installed in both Phases 1 and 2. In addition, the donor has requested that revegetation of cleared areas in Phase 1 have Tiff Tuff Bermuda installed instead of the planned common Bermuda. This elevated variety of grass will provide a more durable turf surface for the future of Beal Park. Phase 1 development of the soccer complex is slated to be completed in 2026.

Attachments:
A. RESOLUTION - Donation to Beal Park Improvements Project Reso

Laurie Williams, Parks & Recreation	Created/Initiated - 3/11/2026
Elizabeth Triggs, Development Services	Approved - 3/16/2026
Christy Weakland, Finance	Approved - 3/17/2026

Linda Ochoa, Legal	Approved - 3/17/2026
Jose Ortiz, City Manager	Approved - 3/17/2026
Morris Williams, City Manager	Approved - 3/17/2026
Jan Hamilton, City Secretary	Final Approval - 3/18/2026

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A DONATION IN THE AMOUNT OF $1,000,000.00; PROVIDING THAT SAID DONATION SHALL BE USED FOR THE DEVELOPMENT OF PHASES 1 AND 2 OF THE BEAL PARK IMPROVEMENTS PROJECT; AND APPROPRIATING SAID FUNDS

WHEREAS, the City of Midland received a donation in the amount of $1,000,000.00 to be used for the development of Phases 1 and 2 of the Beal Park Improvements Project; and

WHEREAS, the City Council finds it to be in the public interest to accept said donation;

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

SECTION ONE. That the City of Midland hereby accepts the donation in the amount of $1,000,000.00 to be utilized for the development of Phases 1 and 2 of the Beal Park Improvements Project.

SECTION TWO. That the City Treasurer is hereby authorized and directed, upon receipt of $1,000,000.00, to deposit such funds into the Parks Oil and Gas Fund and transfer and appropriate such funds to the Beal Park Improvements 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., 2026, 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:

_____
Laurie Williams, Parks and Recreation Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 8.
Meeting Date: March 24, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING A CONTRACT FOR THE SPRIGGING OF BERMUDA GRASS AT BEAL PARK WITH MID-AMERICA GOLF AND LANDSCAPE, INC. THROUGH SOURCEWELL FOR A TOTAL COST OF $206,401.26; APPROVING $31,000.00 FOR PROJECT RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for the sprigging of Bermuda grass at Beal Park to Mid-America Golf and Landscape, Inc. of Lee's Summit, Missouri through Sourcewell contract# 031622 for a cost of $206,401.26; plus $31,000.00 in project related expenses for a total cost of $237,401.26 and authorizing payment.

Recommended Action:
Approve

Fiscal Impact:
$237,401.26 is available in the Beal Park Improvements Project and will be appropriated for said purpose.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
Staff recommends awarding a contract for the sprigging of Bermuda grass at Beal Park to Mid-America Golf and Landscape, Inc. through Sourcewell contract# 031622. 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 sprigging of Bermuda grass at Beal Park to Mid-America Golf and Landscape, Inc. of Lee's Summit, Missouri through Sourcewell contract# 031622 for a cost of $206,401.26; plus $31,000.00 in project related expenses for a total cost of $237,401.26.

Attachments:

A. RESOLUTION - Sourcewell - Bermuda Grass Sprigging - Beal Park Reso
B. 3242026 Beal Sprigging Ph 1 memo Erika
C. 26003565 Contract

Erika Munoz, General Services	Created/Initiated - 3/11/2026
Regina Stephenson, General Services	Approved - 3/11/2026
Christy Weakland, Finance	Approved - 3/13/2026
Linda Ochoa, Legal	Approved - 3/17/2026
Jose Ortiz, City Manager	Approved - 3/17/2026
Morris Williams, City Manager	Approved - 3/17/2026
Jan Hamilton, City Secretary	Final Approval - 3/17/2026

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT FOR THE SPRIGGING OF BERMUDA GRASS AT BEAL PARK WITH MID-AMERICA GOLF AND LANDSCAPE, INC. THROUGH SOURCEWELL FOR A TOTAL COST OF $206,401.26; APPROVING $31,000.00 FOR PROJECT RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, Sourcewell is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Mid-America Golf and Landscape, Inc. ("Contractor") has submitted a total proposed cost to the City of $206,401.26 for the sprigging of Bermuda grass at Beal Park (the "Project") through Sourcewell; and

WHEREAS, the Council finds the price proposed by Contractor through Sourcewell 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 Contractor for the Project through Sourcewell; and

WHEREAS, the City Council finds it to be in the public interest to approve $31,000.00 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 through Sourcewell for a total cost of $206,401.26. Said contract shall be kept on file in the City Secretary's Office and referenced by the date and number of this Resoltution.

SECTION TWO. That the sum of $31,000.00 for project related expenses is hereby approved.

SECTION THREE. That $237,401.26 is available in the Beal Park Improvements Project and will be appropriated by the City of Midland Finance Department in a manner that is consistent with the purpose of this Resolution.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said 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., 2026, 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

Parks Division
Interoffice Memorandum

Date: March 11, 2026
To: Jose Ortiz, Deputy City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: Beal Park Phase 1 Sprigging – Award Contract

The renovation of Beal Park Phase I is nearing completion. As requested by donors to the project, over 30 acres of undeveloped parkland has been cleared of mesquite, and irrigation has been installed. The next step is to install grass in this area. The original plans called for hydromulching common Bermuda. A generous donation was made to cover the cost of upgrading to Tiff Tuff Bermuda, a hybrid turf that will better withstand the use of the area as soccer fields. Since this grass is a hybrid Bermuda, it cannot be hydromulched. The most cost-effective method of establishing this turf is by sprigging the acreage. In this process, rolls of turf are put through a machine that breaks up the turf and distributes it onto prepared soil. The sprigs take root and the turf is established. This method is also being utilized to establish turf in some of the fairways at the Courses at Hogan Park in the renovation of the Quail Course.

We worked with three different companies to get cost estimates for this work. The estimates ranged from $206,401.26 to $1.2 million. Mid-America Golf and Landscape, the General Contractor for the Quail Course improvements, offered the most competitive quote at $206,401.26. Staff recommends adding an additional 15%, or $31,000, to cover additional costs related to this work. City of Midland staff will prepare the area to be sprigged by applying herbicide prior to the operation. These funds will be used to cover the costs of the herbicides. Total funding requested is $237,401.26.

The work would be scheduled in May, and after the summer grow-in period, the grassed areas would be available for use in Fall 2026.

$237,401.25 is available in the Beal Park Improvement Project 900464-097 and will be appropriated to a Project for stated purposes.

THE CITY OF MIDLAND

CONTRACT

Contract No. 26003565

THIS CONTRACT, effective the 25 day of March, 2026, by and between the City of Midland, hereinafter referred to as "CITY", and Mid-America Golf and Landscape, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 206,401.26 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the sprigging of Bermuda grass at Beal 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. **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 240 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 Mid-America Golf and Landscape, 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 _____

Mid-America Golf & Landscape, Inc.
1621 SE Summit St.
Lee's Summit, MO 64081

Beal Park
City of Midland, TX
Sprigging of Bermuda Grass
Date: 3.10.2026
Sourcewell Contract #031622

-Scope of Work: -Sprigging 800 b to athe acre sod to sprig

1) Mobilization
2) Site to be clear from any debris or athletic equipment prior to arrival onsite
3) Clean site and prepare soil for planting
4) Sprigging Tiff Tuff 37.27 acres, 3 field areas
5) Sprigs hauled in and planted will not be ready in May, Sod to Sprig will be utilized, for much better quality of turf.
6) Work to be completed 5/2026
7) Clean-up, demobilization

BASE PROPOSAL: $206,401.26

Mid-America Golf & Landscape, Inc.
1621 SE Summit St.
Lee's Summit, MO 64081

***** PRICING IS GOOD FOR ONLY 14 DAYS*****

ADDITIONAL PROJECT NOTES:

1. Any drawings provided by Mid-America are provided for visual purposes only and do not reflect pricing
2. Relocating of electrical conduits, removal, and reinstallation of wiring inside the field area to time clocks, scoreboards, power outlets unless noted above
3. All work based on appropriate working conditions and cooperating weather
4. Proposals based on proper site access and staging/lay down areas provided by owner
5. MASC will locate all public utilities, owner responsible for locating any private lines
6. MASC will tie into existing storm water management where applicable or daylight drains, not responsible for the installation of new storm water infrastructures
7. This proposal excludes any and all, time delays and cost increases arising from or related to COVID-19 virus and any government or third-party action in response to
8. Pricing based on mutually agreeable contract language and schedule between Owner and Contractor

PROPOSAL EXCLUSIONS:

- Surveying
- City Permitting & Fee's
- Sales / Use Tax
- Work outside proposes area unless noted above
- Geotechnical testing, investing of the site
- Rock Excavation
- Implementation of a Storm Water Pollution Prevention Plan
- Acts of God (ex. Hurricanes, temperature, draught, flooding, etc.)
- Site security and/or temporary protection
- No maintenance is included in the proposed budget
- Repairs/regressing of existing site unless noted above
- Repairs to pavement due to construction traffic

Proposal Inclusions:

- Performance & Payment Bonds
- Prevailing / Union Wages

Project Contact: Jason Lewis
jlewis@mid-americagolf.com

Respectfully Submitted,
Jason Lewis
Project Estimator

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

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* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25 **	0.00

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

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 ** 0.34

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

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

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

OPERATOR: Mechanic.....$ 17.52 ** 3.33

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

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

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

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

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

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

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

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

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

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

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

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

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($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.

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END OF GENERAL DECISION"

"General Decision Number: TX20250002 09/19/2025

Superseded General Decision Number: TX20240002

State: Texas

Construction Type: Heavy

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

HEAVY 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 $17.75 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 09/19/2025

* SUTX2011-002 08/02/2011

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

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WAGE DETERMINATION APPEALS PROCESS

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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.

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

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END OF GENERAL DECISION"

City Council Meeting

Item Number: 9.
Meeting Date: March 24, 2026
To: City Council
From: Justine Ruff, Aviation Director
Subject: MOTION AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO EXECUTE FEDERAL AVIATION ADMINISTRATION GRANT NO. 77 IN ORDER TO RECEIVE GRANT FUNDS FOR THE MAF TERMINAL MODERNIZATION AND EXPANSION PROJECT

Purpose:
Motion authorizing the City Manager and City Attorney to execute Federal Aviation Administration Grant #77 in order to receive grant funds for the MAF Terminal Modernization and Expansion Project at Midland International Air & Space Port upon receipt.

Recommended Action:
Approve

Fiscal Impact:
Estimated Grant Proceeds $14,300,898.00

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
In anticipation of the receipt of FAA Grant #77 in the estimated amount of $14,300,898.00 the Department of Airports is requesting City Council's approval to allow the City Manager and the City Attorney to execute this grant agreement upon receipt. These grant proceeds will be used in the Construction Phase of the MAF Terminal Modernization and Expansion Project at Midland International Airport. Grant 77 is made up of Infrastructure Investment and Jobs Act Airport (IIAJ) and Airport Infrastructure Grants (AIG):

$10,264,531 – FY23-FY25 IIJA/AIG Funds
$ 4,036,367 – FY26 IIJA/AIG Funds
$14,300,898

Attachments:
None

Rebecca Boyd, Airports — Created/Initiated - 3/10/2026
Justine Ruff, Airports — Approved - 3/12/2026

Christy Weakland, Finance	Approved - 3/13/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/16/2026
Morris Williams, City Manager	Approved - 3/16/2026
Jan Hamilton, City Secretary	Final Approval - 3/16/2026

City Council Meeting

Item Number: 10.
Meeting Date: March 24, 2026
To: City Council
From: Justine Ruff, Aviation Director
Subject: RESOLUTION AWARDING A CONTRACT FOR THE MAF VEHICLE PARKING LOT P6 PROJECT TO BOLER EQUIPMENT SERVICES, INC. FOR A TOTAL COST OF $5,927,861.00; APPROPRIATING AND TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution authorizing the execution of a contract with Boler Equipment Services, Inc. in the amount of $5,927,861.78 for the MAF Vehicle Parking Lot P6 Project at Midland International Air & Space Port and appropriating funds for said project

Recommended Action:
Approve

Fiscal Impact:

Airport Fund	$7,070,481.78
Airport Fund - Contingency	$1,185,573.00
TOTAL	**$8,256,054.78**

Breakout of Costs

Construction Phase Airport Admin Costs (Audit, etc)	$ 15,000.00
Franchise Utility Adjustments	$ 15,000.00
Final Design Phase Reimbursables	$ 12,500.00
Additional Design Scope and Rebid Design Engineering Fee	$ 42,770.00
Bid and Rebid Phases Administration Fee	$ 27,350.00
Construction Phase Engineering Fee	$ 225,000.00
Closeout Phase Engineering Fee	$ 45,000.00
Construction Phase Surveying and Testing	$ 200,000.00
Construction Phase TDLR Inspection	$ 10,000.00
Construction Phase Administrative Costs	$ 100,000.00
Construction Phase RPR	$ 450,000.00
Construction Improvements Boler Equipment Services, Inc.(w/Alt)	$5,927,861.78
Construction Contingency (20%)	$1,185,573.00
Recommended Construction Total:	**$8,256,054.78**

Appropriation Language:

That the sum of $8,256,054.78 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance and transferred to the Vehicle Parking Lot P6 (900495-505).

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
In December, the City Council rejected the single bid received for construction of Parking Lot P6 at Midland International Air & Space Port after the single bid submitted significantly exceeded the Engineer's Opinion of Probable Cost. Staff subsequently rebid the project in January to encourage additional competition.

On February 12, 2026, four bids were received for the rebid project, all of which were substantially lower than the bid rejected in December. The lowest responsive and responsible bidder was Boler Equipment Services, Inc., with a total bid of $5,927,861.73, which includes the base bid and the additive alternate.

The additive alternate includes upgrading the fencing material surrounding the parking lot. As part of the Airport Entranceway Improvement Project, the airport will be replacing fencing around the existing parking areas. Including the upgraded fencing in the P6 project now allows the new fencing to be installed as part of the current construction, reducing the scope and cost of the future Entranceway project and avoiding the need for a separate mobilization.

Parking Lot P6 will pave the airport's current overflow parking area and will add 835 surface parking spaces. These additional spaces are necessary to accommodate vehicles that will be displaced during construction of the planned parking garage. Once construction of P6 is complete, shuttle service will be provided between the lot and the terminal to ensure convenient access for passengers.

In the longer term, once the parking garage is constructed, Parking Lot P6 is planned to be converted into a Consolidated Rental Car Facility (CONRAC), allowing rental car operations to be relocated to a single centralized area and improving overall traffic flow and passenger convenience at the terminal.

Attachments:
A. RESOLUTION WITH EXHIBIT - Award Contract - MAF Lot 6 Parking Project Reso w Exh
B. Draft Boler Contract - MAF Proposed Vehicle Parking Lot P6
C. MAF Proposed Vehicle Parking Lot P6 Rebid Bid Summary

Rebecca Boyd, Airports	Created/Initiated - 3/12/2026
Justine Ruff, Airports	Approved - 3/12/2026
Christy Weakland, Finance	Approved - 3/13/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/16/2026
Morris Williams, City Manager	Approved - 3/16/2026

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE MAF VEHICLE PARKING LOT P6 PROJECT TO BOLER EQUIPMENT SERVICES, INC. FOR A TOTAL COST OF $5,927,861.00; APPROPRIATING AND TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City approved plans and specifications and authorized the advertisement for competitive bids for the MAF Vehicle Parking Lot P6 Project (the "Project"); and

WHEREAS, bids were opened on February 12, 2026, with the lowest responsible bidder being Boler Equipment Services, Inc. ("Contractor") having submitted a bid of $5,927,861.00 for the Project, including Bid Alternate #1, as shown on the tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Contractor for the construction of 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 Contractor for the construction of the Project; and

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 construction of the Project, to include Bid Alternate #1 as referenced in Exhibit A for a total cost of $5,927,861.00, said contract being on file in the office of the City Secretary and referenced by the date and number of this resolution.

SECTION TWO. That the sum of $8,256,054.78 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance and transferred to the Vehicle Parking Lot P6 Project (900495-505).

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said 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., 2026, 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

Parkhill

MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)

PROPOSED VEHICLE PARKING LOT P6-REBID

Midland, Texas

2:00pm, Thursday, February 12, 2026

Parkhill Project No. 9766.18.01

City Project No. 900495

Bidder	Base Bid	Bid Alternate #1	Additive Total
Boler Equipment Services, Inc	$ 5,592,914.13	$ 334,947.60	$ 5,927,861.73
Cerris Builders	$ 5,844,700.01	$ 300,000.00	$ 6,144,700.01
Onyx General Contractors, LLC	$ 6,419,807.37	$ 617,754.35	$ 7,037,561.72
Reece Albert, Inc	$ 6,055,586.70	$ 526,250.00	$ 6,581,836.70

Parkhill

PROJECT MANUAL - REBID

MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)

Proposed Vehicle Parking Lot P6

Midland, Texas

Midland International Air & Space Port

December | 2025

Parkhill Project # 01976618.01

Parkhill

PROJECT MANUAL - REBID

MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)

Proposed Vehicle Parking Lot P6

Midland, Texas

Midland International Air & Space Port

12/17/2025

December | 2025

Parkhill Project # 01976618.01

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DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 31 00	Available Project Information
	Geotechnical Report
00 41 00	Bid Form
00 52 00	Agreement Form
00 54 10	Weather Table (Midland)

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	Summary
01 20 00	Price and Payment Procedures
01 30 00	Administrative Requirements
	RFI Form
	AIA Document C106-2022 Digital Data Licensing Agreement
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 42 00	References
01 50 00	Temporary Facilities and Controls
01 57 13	Temporary Erosion and Sediment Control
01 60 00	Product Requirements
01 70 00	Execution and Closeout Requirements

DIVISION 02 – EXISTING CONDITIONS

02 41 19 Selective Demolition

DIVISIONS 03 – 09

Not Used

DIVISION 10 – SPECIALTIES

10 14 23 Panel Signage

DIVISIONS 11 – 25

Not Used

DIVISION 26 - ELECTRICAL

26 05 00 Basic Electrical Methods
26 05 19 Low-Voltage Electrical Power Conductors and Cables
26 05 26 Grounding and Bonding for Electrical Systems
26 05 29 Hangers and Supports for Electrical Systems
26 05 33 Raceway and Boxes for Electrical Systems
26 05 53 Electrical Identification
26 08 00 Commissioning Electrical Systems
26 24 16 Panelboards
26 27 26 Wiring Devices
26 28 16.16 Enclosed Switches
26 43 00 Surge Protection Device

DIVISIONS 27 – 30

Not Used

DIVISION 31 - EARTHWORK

31 10 00 Site Clearing
31 20 00 Earth Moving
31 23 16 Excavation
31 23 23.33 Flowable Fill
31 23 33 Trenching and Backfilling

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 01 17.10 Removing and Replacing Existing Asphalt Pavement
32 11 23 Aggregate Base Course
32 12 15 Asphaltic Concrete Surfacing
32 13 13 Concrete Paving
32 13 14 Structural Portland Cement Concrete for Site work
32 16 12 Concrete Sidewalks Curbs and Gutters
32 17 23 Pavement Markings
32 31 13 Chain Link Fences and Gates
32 84 00 Planting Irrigation
32 91 15 Soil Preparation (Performance Specification)
32 93 00 Plants

DIVISION 33 - UTILITIES

33 01 10.58 Disinfection of Water Utility Piping Systems
33 31 00 Sanitary Sewerage Piping
33 42 00 Stormwater Conveyance

DIVISIONS 34 - 39

Not Used

DIVISION 40 – SCADA

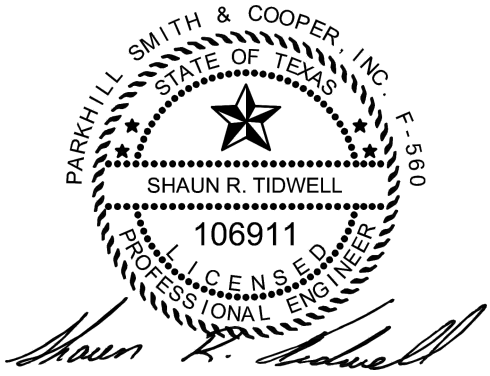
40 65 00 Networking Equipment
40 65 00.10 Fiber System Single Mode Cisco

DESIGN PROFESSIONAL RESPONSIBILITY

The Specification Sections authenticated by my seal and signature are limited to the following:

DIVISION 26 – ELECTRICAL

26 05 00	Basic Electrical Methods
26 05 19	Low-Voltage Electrical Power Conductors and Cables
26 05 26	Grounding and Bonding for Electrical Systems
26 05 29	Hangers and Supports for Electrical Systems
26 05 33	Raceway and Boxes for Electrical Systems
26 05 53	Electrical Identification
26 08 00	Commissioning Electrical Systems
26 24 16	Panelboards
26 27 26	Wiring Devices
26 28 16.16	Enclosed Switches
26 43 00	Surface Protection Device



12/17/2025

DESIGN PROFESSIONAL RESPONSIBILITY

The Specification Sections authenticated by my seal and signature are limited to the following:

DIVISION 31 – EARTHWORK

31 10 00	Site Clearing
31 20 00	Earth Moving
31 23 16	Excavation
31 23 23.33	Flowable Fill
31 23 33	Trenching and Backfilling

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 01 17.10	Remove and Replace Existing Asphalt Pavement
32 11 23	Aggregate Base Course
32 12 15	Asphaltic Concrete Surfacing
32 12 16	P-631 Refined Coal Tar Emulsion with Additives, Slurry Seal Surface Treatment
32 13 13	Concrete Paving
32 13 14	Structural Portland Cement Concrete for Site Work
32 16 12	Concrete Sidewalks Curbs and Gutters
32 17 23	Pavement Markings
32 31 13	Chain Link Fences and Gates

DIVISION 33 - UTILITIES

33 10 00	Water Utilities
33 13 00	Disinfecting Water Utility Distribution
33 30 00	Sanitary Sewer Utilities
33 40 00	Storm Sewerage Utilities

12/17/2025

DESIGN PROFESSIONAL RESPONSIBILITY

The Specification Sections authenticated by my seal and signature are limited to the following:

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 84 00	Planting Irrigation
32 91 15	Soil Preparation (Performance Specification)
32 93 00	Plants

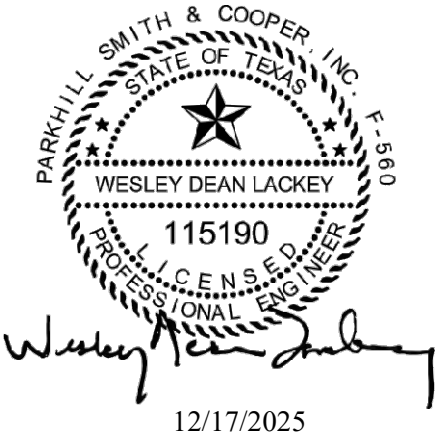
12/17/2025

DESIGN PROFESSIONAL RESPONSIBILITY

The Specification Sections authenticated by my seal and signature are limited to the following:

DIVISION 40 – SCADA

40 65 00 Networking Equipment
40 65 00.10 Fiber System Single Mode Cisco



12/17/2025

Parkhill

ADDENDUM NO: 004

TO: All Plan Holders

FROM: Parkhill

PROJECT NAME: Midland International Air & Space Port Proposed Vehicle Parking Lot P6 - REBID

PROJECT NO.: 9766.18.01

DATE: February 6, 2026

Attention of all Prospective Proposers/Plan Holders is directed to the following modifications to the referenced Drawings and Project Manual. This Addendum becomes a part of the Contract Documents and modifies the original Contract Documents dated December 2025 as noted below:

This Addendum consists of 9 page(s) with the attached Section no. 00 41 00.

I. CHANGES TO ADVERTISEMENT

1. NONE

II. CHANGES TO DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS:

1. SECTION 00 41 00 - BID FORM
   a. Refer to revised Specification Section attached.

III. CHANGES TO DIVISION 01 – GENERAL REQUIREMENTS:

1. NONE

IV. CHANGES TO DIVISIONS 02 THROUGH 40 (TECHNICAL SPECIFICATIONS):

1. NONE

V. CHANGES TO DRAWINGS:

1. NONE

END OF ADDENDUM NO. 004

Respectfully submitted,

PARKHILL

By: Kellie W. Painter

Receipt of this addendum shall be acknowledged by the Bidder, below and on the bid Proposal. This entire addendum, or a copy thereof, shall be attached to the bid Proposal submitted.

ACKNOWLEDGED:

Boler Equipment Service, Inc.

By:

Parkhill

ADDENDUM NO: 003

TO: All Plan Holders

FROM: Parkhill

PROJECT NAME: Midland International Air & Space Port Proposed Vehicle Parking Lot P6 - REBID

PROJECT NO.: 9766.18.01

DATE: February 5, 2026

Attention of all Prospective Proposers/Plan Holders is directed to the following modifications to the referenced Drawings and Project Manual. This Addendum becomes a part of the Contract Documents and modifies the original Contract Documents dated **December 2025** as noted below:

This Addendum consists of 3 pages, the attached specification sections 00 10 00, 01 22 00, 00 41 00, 26 22 00, and 40 67 00.30, and the attached product PDF 'Ennis Flint – PreMark In-Lane Rumble Bars'.

I. CHANGES TO DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS:

1. **SECTION 00 10 00 – SUMMARY**
   a. REPLACE in its entirety.

2. **SECTION 01 22 00 – MEASUREMENTS AND PAYMENT**
   a. REPLACE in its entirety.

3. **SECTION 00 41 00 – BID FORM**
   a. REPLACE in its entirety.

II. CHANGES TO DIVISIONS 02 THROUGH 40 (TECHNICAL SPECIFICATIONS):

1. **SECTION 26 22 00 – LOW VOLTAGE TRANSFORMERS**
   a. ADD in its entirety.

2. **SECTION 40 67 00.30 – PARKING ACCESS CONTROLS**
   a. ADD in its entirety.

III. CLARIFICATIONS/QUESTION AND ANSWER

1. Specifications say in 01 10 00 1.3 A. 1. that the Owner is responsible for furnishing and installing TSA Equipment. We are not sure what this is.
   a. Please disregard. TSA Equipment or related appurtenances are not included as part of this Project. 01 10 00 re-issued as part of this Addendum to address.

2. The bid form indicates that we are to provide lump sum pricing for a Parking Access and Revenue Control (PARC) system but there are no specifications for this item, and the basis of design does not appear on the plans. Normally an airport will contract with a single provider for all PARC systems throughout all parking facilities throughout the airport. Unless this is an owner furnished and installed item, who is this firm, and who should we contact in order to get pricing for the basis of design PARC system that is desired for this project?
   a. SECTION 40 67 00.30 Parking Access Controls attached to this Addendum. This section addresses the PARCs systems requirements.

3. Refer to the one-line diagram. Specifications do not identify the type of coils or ambient temperature requirements for the transformer. This information is being requested by the supplier in order to quote properly.
   a. Refer to specification section 26 22 00 Low Voltage Transformers provided in Addendum-003.

4. Please verify that where discrepancies exist, quantities on the bid form (provided via addendum) govern for purposes of bidding and award, and that adjustments will be made a later date to the successful bidder based on unit prices.
   a. The Bid Form is intended to be as comprehensive and accurate as possible and will be used for comparison of proposals. Actual awarded contract will reflect final contract values. If a prospective bidder determines there is a discrepancy, we ask that you alert us to it during the bidding process.

5. Refer to "rumble strips" per the standard TX-DOT detail RS(5)-13 on sheet CS-508. Will Electriduct SB-ED-NUB in (2) 19.5" L x 4" W x 1/2" sections in solid black be acceptable for use in this application?
   a. No, we do not think this is acceptable. Attached to this Addendum is a product that was used on the previous project that will be acceptable, please reference "Ennis Flint – PreMark."

6. The plan calls for 6" of soil to be removed from all planting areas. However, backfill with rock is 3". Verify the intent is for achieving final grade 3" below sidewalk.
   a. The intent is to remove 6" of soil and backfill with clean soil per 32 91 15 only in areas receiving plantings. Ideally, we want the top of rock sitting down about 1" below the sidewalk or adjacent curb elevation.

7. There is a boulder schedule C2/L501 with 3 different sizes called out. This does not match the notation on the drawings where size cannot be ascertained. What boulder size is correct?
   a. Large boulders shown are to be approximately 30"X42" in size. Smaller boulders are to be approximately 18"x30".

8. Item 41 how many gates are to be removed?
   a. Per sheet CD101A, 1 vehicular gate is called out to be removed, salvaged, and relocated. There is a pedestrian gate, not called out, that shall be removed along with the fencing.

9. Demo sheet cap water well; no bid item.
   a. New Item 68: Plug and Abandon Water Well has been added to the Bid Form and Measurements and Payment section as part of the Addendum.

10. Demo Sheet remove existing OE and poles; no bid item.
    a. This is not included in contractor's scope of work. Oncor is responsible for removing OHE and poles prior to construction.

11. Overhead has been moved but poles remain.
    a. Please see response above.

12. Who is responsible for meter disconnect to water well?
    a. Contractor to coordinate with electric company for shut off and removal of electric meter as a part of Well Abandonment above.

13. Sheet E101 cannot in field locate existing pull box (note 5).
    a. The existing pull box noted on Sheet E101 (Note 5) is located adjacent to the P5 exit gate at the back of curb.

14. Clarity is fiber to remain in conduit run between LaForce and Windecker?
    a. Conduit between LaForce and Windecker should be C6-1. Contractor is expected to replace existing fiber run with fill listed on Sheet E602.

END OF ADDENDUM NO. 003

Respectfully submitted,

PARKHILL

By: Kellie D. Ward

Receipt of this addendum shall be acknowledged by the Bidder, below and on the bid Proposal. This entire addendum, or a copy thereof, shall be attached to the bid Proposal submitted.

ACKNOWLEDGED:

Boler Equipment Service, Inc.

By:

Parkhill

ADDENDUM NO: 002

TO: All Plan Holders

FROM: Parkhill

PROJECT NAME: Midland International Air & Space Port Proposed Vehicle Parking Lot P6 - REBID

PROJECT NO.: 9766.18.01

DATE: January 23, 2026

Attention of all Prospective Proposers/Plan Holders is directed to the following modifications to the referenced Drawings and Project Manual. This Addendum becomes a part of the Contract Documents and modifies the original Contract Documents dated **December 2025** as noted below:

This Addendum consists of 1 page and the Advertisement for Bids Section.

I. CHANGES TO ADVERTISEMENT

1. **BID OPENING DATE AND TIME CHANGE**
   a. Bid Opening Date and Time has changed to the following: February 12, 2026, at 2:00 pm.

END OF ADDENDUM NO. 002

Kellie D. Ward

PARKHILL SMITH & COOPER, INC. F-560 STATE OF TEXAS KELLIE D. WARD 135784 LICENSED PROFESSIONAL ENGINEER

Respectfully submitted,

PARKHILL

By: Kellie D. Ward

Receipt of this addendum shall be acknowledged by the Bidder, below and on the bid Proposal. This entire addendum, or a copy thereof, shall be attached to the bid Proposal submitted.

ACKNOWLEDGED:

Boler Equipment Service, Inc.

By: Greg Boler

\\projects-dfs\Projects\2018\9766.18\01_MAF Proposed Vehicle Parking Lot P6\04_PRCMNT\02_ADDM\REBID\ADDM

Parkhill

ADDENDUM NO: 001

TO: All Planholders

FROM: Parkhill

PROJECT NAME: Midland International Air & Space Port Proposed Vehicle Parking Lot P6

PROJECT NO.: 01976618.01

DATE: January 16, 2026

Attention of prospective Proposers/Planholders is directed to the following modifications to referenced Drawings and Project Manual. This Addendum becomes a part of Contract Documents and modifies original Contract Documents dated **December 2025** as noted herein. This Addendum consists of one page, Specification Section 00 41 00, and Drawings CS503 and S501, for a total of 10 pages.

I. CHANGE TO DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS:

1. **SECTION 00 41 00 - BID FORM**
   a. Refer to revised Specification Section attached to this addendum.
2. Bidders may provide Qualifications Statement in their own format to include financial data, previous experience, present commitments and a list of Subcontractors, Suppliers, and Others. As provided in the Pre-Bid agenda packet, TxDOT prequalification can be submitted in lieu of a financial statement with bids; however, financial information may be required of the apparent low Bidder.

II. CHANGES TO DRAWINGS:

1. **SHEET CS503 – SITE DETAILS**
   a. ADDED Details A4 and A5 for Bid Alternate #1
2. **SHEET S501 – SIGN DETAILS**
   a. Sheet issued in its entirety to add to the Rebid package.

END OF ADDENDUM NO. 001

PARKHILL SMITH & COOPER, INC. F-560 STATE OF TEXAS KELLIE W. PAINTER 135784 LICENSED PROFESSIONAL ENGINEER

Kellie W. Painter

Respectfully submitted,

PARKHILL

By: Kellie W. Painter

Bidder shall acknowledge receipt of this addendum below and on bid Proposal. Attach entire addendum to bid Proposal submitted.

ACKNOWLEDGED:

Boler Equipment Service, Inc.

By:

\\projects-dfs\Projects\2018\9766.18\01_MAF Proposed Vehicle Parking Lot P6\04_PRCMNT\02_ADDM\REBID\ADDM_001\VERBIAGE\MAF-PCPL-P6_REBID-Add001_01976618.01.docx

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.

SECTION 00 80 10 - OWNER-PROVIDED CONTRACTING DOCUMENTS

City of Midland – Message to Vendors
Advertisement for Bids
Instructions to Bidders
Exhibit C - Bonding Requirements
Bid Bond
Payment Bond
Performance Bond
Exhibit D – Building Wage Rates
Conflict of Interest Reporting Requirements
Conflict of Interest Questionnaire
Consideration of Location of Bidder's Principal Place of Business Affidavit of Eligibility
Notice to Bidders
General Conditions of Bidding
Standard Purchase Terms
City of Midland Contract
Non-Collusion Statement

ADVERTISEMENT FOR BIDS
NOTICE TO BIDDERS

Sealed proposals addressed to the City Secretary will be received at the office of the City Secretary, City Hall, Midland, Texas until 2:00 pm, Thursday, February 12, 2026, for furnishing all necessary materials, machinery, equipment, superintendence, and labor for constructing certain improvements at Midland International Air & Space Port, Midland, Texas. These improvements are contained in Plans and Specifications entitled, "Midland International Air & Space Port, Proposed Vehicle Parking Lot P6," dated 12/17/2025.

Immediately following the closing time for receipt of Bids/Proposals will be publicly opened and read aloud. Any Bid received after closing time will be returned unopened.

Principal items of Work are set forth in specific detail in the Proposal Section of these Specifications; however, Work items may be generally described as a new 835 space surface parking lot with secured access and shuttle pick-up/drop off.

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

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

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

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

MAF treats Bidder/Offer compliance with good faith effort requirements as a matter of responsiveness.

Information for Bidders, Proposal forms, Specifications, and Plans are on file in the office of the Director of Airports, Midland International Air & Space Port.

Downloaded documents (PDF file extension format) can be obtained from the Parkhill Info Exchange website after registering as a plan holder with Parkhill via https://parkhill.com/projects-for-bid/ or by contacting LaDayna Duson, Project Coordinator, lduson@parkhill.com
No cost or deposit required for downloaded documents.

CITY OF MIDLAND, TEXAS
Marcia Bentley-German
City Secretary

INSTRUCTIONS TO BIDDERS

IB-1. BID FORMS

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

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

IB-2. PREPARATION OF PROPOSALS

All blanks in the forms shall be filled in and all required information shall be included with Proposals. Bid prices shall be written in ink. Receipt of all addenda issued shall be acknowledged in the space provided on the addendum. Each addendum received and the Bid Security shall be enclosed with Proposal. Proposal and accompanying documents shall be enclosed in a sealed envelope, addressed to the City Secretary, 300 N. Loraine, Midland, Texas 79701, marked "Proposed Vehicle Parking Lot P6" with name and address of Bidder also shown thereon. **If Sealed Bid is sent in a mailing envelope, outside of mailing envelope must also have same marking visible.**

IB-3. EXPERIENCE RECORD AND FINANCIAL STATEMENT

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

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

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

IB-4. BID SECURITY

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

IB-5. PERFORMANCE AND PAYMENT BONDS

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

IB-6. INTERPRETATION OF BIDS

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

IB-7. DISPOSITION OF BIDS

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

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

IB-8. EXAMINATION OF SITE, PLANS, AND SPECIFICATIONS

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

IB-9. PREBID CONFERENCE

A prebid conference will be held at 2:00 p.m., Thursday, January 8, 2026, in the Conference Room at Midland International Air & Space Port. At this time, all interested bidders will be requested to appear and present any questions they may have pertaining to this project. All bidders are urged to attend prebid conference because they will be charged with notice of the matters discussed therein. Attendance to the prebid conference is not mandatory.

IB-10. INTERPRETATION OF SPECIFICATIONS PRIOR TO BIDDING

Any questions arising during the advertising period as to the meaning or intent of the specifications will be answered by an addendum which will be sent to all who have placed a deposit and/or furnished plans and Contract documents issued by Parkhill. Engineer shall receive requests for clarifications to specifications and plans at least seven (7) days prior to the date for receipt of bids.

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

IB-11. AVAILABILITY OF PLANS

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

Downloadable documents (PDF file extension format) can be obtained from the Parkhill Info Exchange website after registering as a plan holder with Parkhill via https://parkhill.com/projects-for-bid/ or through LaDayna Duson, Project Coordinator, at lduson@parkhill.com. No cost or deposit required for downloaded documents.

IB-12. PLANT LOCATION AND STORAGE AREA

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

IB-13. WITHDRAWAL OF PROPOSALS

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

IB-14. DISQUALIFICATION OF BIDDERS

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

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

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

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

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

Lack of competency as revealed by the financial statement submitted.

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

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

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

IB-15. MATERIAL GUARANTY

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

IB-16. WAIVER

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

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

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

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

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. RCB0021060

KNOW ALL MEN BY THESE PRESENTS, THAT RLI Insurance Company

(hereinafter called the Principal), as Principal, and Boler Equipment Service, Inc.

(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 with the obligee to Provide labor, materials, equipment and supervision necessary for proposed vehicle parking lot P6.

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 12th day of February, 20 26.

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\BIDBOND.FRM

REVISED: March 30, 2011

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 19th day of February, 2026.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

4259160020212

A0058D19

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 May 2023

PerfB 2

"General Decision Number: TX20250002 01/03/2025

Superseded General Decision Number: TX20240002

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 $17.75 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

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 ($17.75) 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.

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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

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

N/A No Relationship

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A No Relationship

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

7 Signature of vendor doing business with the governmental entity

2.12.2026

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.

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.

THE CITY OF MIDLAND

CONTRACT

Contract No.

THIS CONTRACT, effective the 24th day of March, 2026, by and between the City of Midland, hereinafter referred to as "CITY", and Boler Equipment Service, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 5,927,861.78 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for Proposed Vehicle Parking Lot P6. 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 Engineer 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 270 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 ensure 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 $1,000, 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 ONLY AS TO FORM

_____
Nicholas Toulet-Crump, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

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

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

_____
Notary Public, State of _____

SOLICITATION NO. _____

NON-COLLUSION STATEMENT

The undersigned hereby certifies that:

(1) The price(s) and amount of this bid have been arrived at independently and without collusion, consultation, communication or agreement with any other company, firm, contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other company, firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any company, firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my company or firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company, firm or person to submit a complementary or other noncompetitive bid.

Authorized Signature

Vice President
Title

Greg Boler
Name (Print)

Boler Equipment Service, Inc.
Company

02/12/2026
Date

NOTE: Bid and Proposal terms are interchangeable.

CONTRACT ASSURANCE

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

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

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

PROMPT PAYMENT

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

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

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

SPECIAL PROVISIONS

SP-1 SCOPE OF WORK

The MAF Proposed Vehicle Parking Lot P6 project includes the construction of a new 835 space surface parking lot with secured access and shuttle pick up/drop off, as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the Work.

SP-2 CONTRACT DOCUMENTS

All Work covered by this Contract shall be done in accordance with Contract Documents described in the General Conditions. Drawings included in documents consist of the plans entitled "Proposed Vehicle Parking Lot P6," dated 12/17/2025.

Bidders shall be thoroughly familiar with all Drawings and Specifications. Contractor shall be responsible for satisfactory completion of all Work shown on Drawings or specified.

Intent of Plans and Specifications is to prescribe a complete Work or improvement which Contractor undertakes to do in full compliance with Plans, Specifications, Special Provisions, Proposal, and Contract. Contractor shall do all Work including such additional, extra, and incidental Work considered necessary to complete the Project in a satisfactory and acceptable manner, as provided in Plans, Proposal, and Contract. Unless otherwise provided in Specifications, Special Provisions, or Contract, Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to prosecute completion of Work.

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

- Signed Contract,
- Performance Bond,
- Special Bonds (if any),
- Proposal,
- Special Provisions,
- Notice to Bidders,
- Instructions to Bidders,
- Technical Specifications,
- Plans,
- Special Provisions, and
- General Conditions.

SP-3 TIME AND ORDER OF COMPLETION

Contractor is permitted to prosecute certain portions of Work in order and manner of own choosing to the best interest of the Project; however, Work shall be conducted in such manner and with such materials, equipment, and labor as required to ensure completion in accordance with Plans and Specifications within time stated in Proposal and Contract. Contractor shall furnish Parkhill with proposed progress schedule and Parkhill shall approved schedule before Work is commenced on Project.

Contractor is reminded that approved material submittals are required before incorporation of materials into this Project. To avoid delays in Work progress, provide complete information to Parkhill as early as possible for review and approval.

Contractor will be required to execute various portions of the Project in phases to maintain usage of airport facilities as well as safety during the entire Project. Contractor will be allowed to develop own phasing plan which will meet phasing intent shown on Plans. Contractor phasing plan will be subject to Parkhill approval.

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

SP-4 LIMITATION OF OPERATION

Complete each item of Work without delay. In no instance shall Contractor be permitted to transfer forces from uncompleted Work to new Work without Parkhill permission. Contractor is required to submit a schedule of operations to Parkhill for approval. Contractor shall not commence new Work to the prejudice of Work already started.

Hauling routes shall not be along/across any paved airport street, road, without specific written authorization from Parkhill and Director of Airports. Any damage incurred by Contractor equipment shall be repaired by and at Contractor expense and as required by Parkhill and Director of Airports.

Contractor shall maintain pavement surfaces allowed to be used as hauling routes, in a clean condition.

SP-5 CONSTRUCTION ACTIVITY

When construction activity is performed on/adjacent to AOA, the following rules and regulations apply unless otherwise authorized by Airport Operations.

5-1 Cranes: Any construction activity utilizing a crane or other hoisting device shall have prior written approval of FAA. Contractor shall be responsible for filing prescribed forms for airspace clearance in accordance with Part 77 of Federal Aviation Regulations. Applications for airspace clearance must be submitted at least 30 days before construction activities. To avoid construction delays, Contractor is urged to timely file prescribed forms. Airspace clearance from FAA must be approved before erection of crane or other hoisting device. The following information is required:

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

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

SP-6 AFFIDAVIT OF BILLS PAID

Before Owner's final acceptance of this Project, Contractor shall execute an affidavit that all bills for labor, materials, and incidentals incurred in construction of these improvements, are paid in full, including any retainage, and no claims are pending, of which Contractor is notified.

SP-7 CALENDAR DAY

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

SP-8 PROTECTION OF PROPERTY

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

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

Known existing underground utilities and structures are shown on Plans. Locations are believed reasonably accurate but not guaranteed.

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

SP-9 ELECTRIC POWER AND NATURAL GAS

Contractor shall provide electrical, natural gas, and other fuel requirements and pay for electricity, gas, or fuel consumed during Project construction. Contractor shall construct own service lines and such construction shall be in strict accordance with all applicable codes and laws.

SP-10 LINES AND GRADES

Parkhill will provide Contractor with horizontal control points and a benchmark for vertical control. Contractor shall do all construction staking. References to lines and grades as established by Parkhill shall reference these control points.

Parkhill will provide Contractor with all necessary information relating to control points set by Parkhill. Contractor will be responsible for laying out Work. Parkhill will check Contractor's grade control and major layouts at Parkhill's discretion, but this check will not relieve Contractor of responsibility of correctly locating line and grade in accordance with Plans and Specifications.

Parkhill will take all measurements necessary to determine amount of Work performed under various items payment is provided. When necessary, Work will be suspended to permit this Work, but such suspension will be as brief as practicable, and Contractor shall be allowed no extra compensation.

Contractor shall be certain as to accuracy of all measurements before constructing any permanent structure and not take advantage of any errors made in laying out Work. Contractor shall scrupulously preserve such stakes/markings as Parkhill may set for either Parkhill or Contractor guidance. In case of Contractor or employee negligence resulting in destruction of such stakes/markings, an amount equal to the cost of replacing same may be deducted from subsequent estimates due Contractor, at Parkhill discretion.

SP-11 WATER FOR CONSTRUCTION

Contractor shall provide for water requirements and pay for all water consumed during Project construction. Contractor shall arrange and pay for connections to existing water mains, fire hydrants, and piping/hauling water to the point where water is required.

SP-12 MATERIAL TESTS

Specifications require various tests on construction materials. In general, Contractor shall bear the cost of all material tests required before approval of material, source, or mix design. City will bear the cost of all passing commercial laboratory tests required for acceptance during construction of improvements and Contractor shall bear the cost of all failing construction tests.

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

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

SP-13 BARRICADES, SIGNS, AND HAZARD MARKINGS

Contractor shall provide, erect, and maintain all necessary barricades, signs, danger signals, and lights for protection of Work and the safety of the public.

SP-14 PREVENTION OF AIR AND WATER POLLUTION

Contractor shall use suitable precaution to minimize air and water pollution during Work progress. Contractor shall meet all EPA requirements concerning air and water pollution. Contractor shall implement a Stormwater Pollution Prevention Plan (SWPPP) as required by Plans and Specifications.

SP-15 PUBLIC CONVENIENCE AND SAFETY

Materials stored on the Airport shall be placed and Work always conducted to cause no greater obstruction to air and ground traffic than Parkhill consider necessary.

Contractor shall be responsible for maintaining pavement free of all rocks, gravel, dirt, and other debris where hauling is permitted on/across any active roadway, or areas temporarily closed subject to opening on short notice. Contractor shall immediately remove all rocks, gravel, dirt, or other debris.

SP-16 FINAL CLEANING

As each intermediate phase of Work is completed and before opening any portion of any roadway, Contractor shall be responsible for cleaning construction site and adjacent pavement as specified.

Upon completion of Work and before acceptance and final payment is made, Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, and temporary structures. Material cleared from site and deposited on adjacent property will not be considered satisfactorily disposed. Cleanup cost shall be included as a part of cost of various items of Work involved with no direct compensation made for this Work.

SP-17 DELETED

SP-18 REMOVAL AND DISPOSAL OF STRUCTURES, UTILITIES, AND OBSTRUCTIONS

All materials and debris specified to be disposed by Contractor shall become Contractor's property and Contractor shall properly dispose off Airport property.

SP-19 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces shall conform to lines, grades, cross sections, and dimensions. Any deviation from Plans required by exigencies of construction shall be determined and authorized by Parkhill in writing.

SP-20 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All Work rejected or condemned shall be repaired or, if not satisfactorily repaired, removed and replaced at Contractor expense. Contractor shall immediately remove materials not conforming to Specification requirements from site of Work and replaced with satisfactory material at Contractor expense.

Work done beyond that shown on Plans, or as given, except as herein provided, without proper inspection, or any extra or unclassified Work done without written authority and prior agreement in writing as to prices, will be done at Contractor risk and considered unauthorized and, at Parkhill option, may not be measured, paid for, and may be ordered removed and replaced at Contractor expense.

Upon Contractor failure to repair satisfactorily or remove and replace, if so directed, rejected, unauthorized, or condemned Work or materials immediately after receiving formal notice from Parkhill, Owner may recover for such defective Work or materials on Contractor bond, or by action in court having proper jurisdiction over such matters, or may employ labor, equipment, and satisfactorily repair or remove and replace such Work and charge cost of same to Contractor, which will be deducted from any money due.

SP-21 DISPUTED CLAIMS FOR EXTRA WORK

In case Contractor deems extra compensation is due for Work on materials not clearly covered in Contract nor ordered by Parkhill as an extra, Contractor shall notify Parkhill in writing of intention to make a claim for such extra compensation before beginning Work on which claim is based and shall afford Parkhill every facility for keeping actual cost of Work. Contractor's failure to give such notification or afford Parkhill proper facilities for keeping strict account of actual costs, shall constitute a waiver of claim for such extra compensation. Contractor's filing of such notice and keeping of costs by Parkhill shall not in any way be construed to prove claim validity. When Work is completed, Contractor shall, within 10 days, file a claim for extra compensation with Parkhill, who will present it to Owner for consideration.

SP-22 FEDERAL PARTICIPATION

Pursuant to provisions of the Act of Congress known as the Airport Improvement Program of 1982 as amended, the United States Government may pay a portion of improvement cost. This Act of Congress provides construction Work and labor in each state shall be in accordance with laws of that state subject to FAA inspection and approval and in accordance with rules and regulations made pursuant to said Act. Construction Work, therefore, will be subject to such inspection by FAA Administrator or agents as deemed necessary to meet with requirements when Federal funds are used, but such inspection will in no sense make the Federal Government a party to this Contract nor interfere with rights of either party to Contract.

SP-23 INDEMNIFICATION

PARKHILL SHALL BE INCLUDED IN ALL INDEMNITY CLAUSES OF THE CONTRACT AS AN AGENT FOR THE CITY.

SP-24 CONTRACTOR RESPONSIBILITY FOR WORK

Until acceptance by Parkhill of any part or all construction, as provided for in these Specifications, it shall be under charge and care of Contractor who shall take every necessary precaution against injury or damage to any part of Work by action of elements or from any other cause whatsoever, whether arising from execution/non-execution of Work. Contractor shall rebuild, repair, restore, and make good, at own expense, all injuries or damage to any portion of Work occasioned by any noted cause before completion and acceptance.

SP-25 DELETED

SP-26 TEXAS STATE SALES TAX

Work under this Contract is for an entity which qualifies for exemption pursuant to provisions of Article 151.309 of the Texas Tax Code.

Contractor performing this Contract may purchase, rent, or lease all materials, supplies, and equipment incorporated into Project by issuing an exemption certificate to supplier in lieu of tax, said exemption certificate complying with State Comptroller rulings. However, equipment and parts for equipment purchased used on Project but not incorporated into Project do not qualify for said tax exemption.

Contractor shall issue a resale certificate in lieu of paying such sales tax for all materials incorporated into Project. Further, Contractor shall separate charges for materials incorporated into Project from charges for labor. Any such exemption certificate issued by Contractor in lieu of tax shall be subject to provisions of State Comptroller rulings.

SP-27 SEPARATE CONTRACTS

Owner reserves the right to let other contracts about/near Project. Contractor shall afford other contractors a reasonable opportunity for introduction and storage of materials, execution of Work, and coordinate Work with theirs. Contractor coordination with other contractors shall require Parkhill approval. See Article SP-3 for additional requirements concerning separate Contracts.

SP-28 TRENCH SAFETY

Contractor shall strictly comply with all requirements of Occupational Safety and Health Administration (OSHA) Manual, Chapter XVII, Subpart P - Excavation, Trenching and Shoring, for all trenching and excavation operations.

If depths of trenches are encountered over 5 feet, Contractor shall cut trench walls to angle of repose of soils encountered or submit alternate shoring details to Parkhill for approval.

SP-29 LOAD RESTRICTIONS

Contractor shall comply with all legal load restrictions in hauling materials on public roads beyond limits of Work. A special permit will not relieve Contractor of liability for damage which may result from moving material or equipment.

Equipment operations of such weight or so loaded to cause damage to structures or any other type of construction will not be permitted. Hauling materials over base course is not permitted. Hauling materials over base or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before curing period expiration. Contractor shall be responsible for all damage done by hauling equipment and shall correct such damage at own expense.

SP-30 NOTICE TO PROCEED

Notice to proceed shall state the date on which it is expected Contractor will begin construction and from which date Contract time will be charged. Contractor shall begin Work to be performed under Contract within 10 days of date set by Parkhill in written Notice to Proceed, but in any event, Contractor shall notify Parkhill at least 24 hours in advance of time actual construction operations will begin.

SP-31 PAYMENT FOR MATERIALS ON HAND

Partial payments may be made to extent of delivered cost of materials to incorporate in Work, if such materials meet requirements of Contract, Plans, and Specifications and are delivered to acceptable sites on Airport property or other sites in the vicinity acceptable to Owner. Such delivered costs of stored or stockpiled materials may be included in next partial payment after these conditions are met:

A. Material is stored/stockpiled in a manner acceptable to Parkhill at/on an approved site.
B. Contractor furnished Parkhill with acceptable evidence of quantity and quality of such stored/stockpiled materials.
C. Contractor furnished Parkhill with satisfactory evidence material and transportation costs have been paid. Contractor is to provide copies of invoices paid (listing the cost of each item) for materials on hand requested on partial payment request.
D. Contractor furnished Owner legal title (free of liens/encumbrances of any kind) to material so stored/stockpiled.
E. Contractor furnished Owner evidence material stored/stockpiled is insured against loss by damage to or disappearance of such materials any time before use in Work.

Transfer of title and Owner’s payment for such stored/stockpiled materials shall in no way relieve Contractor of responsibility for furnishing and placing such materials in accordance with requirements of Contract, Plans, and Specifications.

In no case will amount of partial payments for materials on hand exceed Contract price for such materials or Contract price for Contract item in which material is intended for use.

No partial payment made for stored/stockpiled living or perishable plant materials.

Contractor bears all costs associated with partial payment of stored/stockpiled materials in accordance with provisions of this subsection. See also SP-52 “Partial Payments” and GC-46 “Partial Payments.”

SP-32 WEIGHING AND MEASURING EQUIPMENT

Except as modified herein, all scales and scale installations shall meet requirements of the National Institute of Standards and Technology Handbooks 44 and 112 (published by U.S. Department of Commerce and available from Superintendent of Documents, U.S. Government Printing Office, Washington, D.D. 20402-9325), except required accuracy shall be 0.4 percent of load weighed or one graduation on the scale dial. Contractor shall provide personnel, facilities, and equipment for checking scales to Parkhill satisfaction.

Check all scales before beginning operations, after each move, at times when, in Parkhill opinion, there is a question as to accuracy/adequacy, and at least once each six months. Contractor shall furnish a report of calibration from a scale mechanic licensed by the Texas Department of Agriculture using certified weights and approved by Parkhill, certifying scales meet requirements of this item. Plant operations shall cease during checking operation. When inaccuracy/inadequacy is discovered, do not resume scale use until corrective measures are complete and/or scales calibrated. When equipment is adjusted, modify to bring performance errors as close as practicable to zero value.

SP-33 PROGRESS SCHEDULE

Within 15 working days after award of Contract (or at Preconstruction Meeting), Contractor shall submit a Project progress schedule. Progress schedule shall be prepared in a form suitable to Parkhill and show proposed starting and completion dates for each phase of construction as well as each item of Work within each phase. Progress schedule shall include a “Percent Complete Curve” with monthly amount, cumulative amount, and cumulative percent. Progress schedule, if suitable and indicates certain Project completion within the specified time, will be approved in writing by Parkhill. Revisions/changes in approved progress schedule may only be made with Parkhill approval.

SP-34 DELETED

SP-35 SUBSTANTIALLY COMPLETE

In various specifications “Substantially Complete” is used. Definition shall be:

> “Substantially complete shall occur at time Work to be completed is complete as specified and Owner accepts/occupies facility/improvement. All equipment shall have been completely installed, tested, ready for Owner acceptance and use, and accepted by Owner before Work is defined as substantially complete.”

SP-36 SUBMITTALS

Transmit each submittal with Contractor-standard transmittal letter including Contractor name, address, and phone number. Identify Project, Contractor, subcontractor, or supplier, pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate. Apply Contractor stamp, signed/initialed certifying review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, are in accordance with requirements of Work and Contract Documents. Schedule submittals to expedite Project and deliver to Parkhill via the Procore website (except for product samples mailed to Parkhill's physical address). Coordinate submission of related items. Identify variations from Contract Documents and product/system limitations detrimental to successful performance of completed Work. Parkhill Project Coordinator (PC) shall distribute reviewed submittals to concerned parties via the Procore website instructing parties to promptly report any inability to comply with provisions. Process/format as follows:

- Digitally upload all submittals using PDF file extension. Each submittal shall be a single PDF file including transmittal letter. Multiple files for the same submittal will not be accepted.
- Submittals in any other format, including ZIP files, will be rejected.
- Hard copies will not be accepted.
- To ensure each page is legible, PDF pages of Drawings shall be same size/scale as a hard copy. Where applicable, provide scale symbols to indicate scale. Illegible submittals will be rejected.
- Upload submittals to the Parkhill Procore website.

Submittal procedures described herein apply to Construction Progress Schedule, Products List, Shop Drawings, Product Data, Samples (actual samples to submit, not digital files), Design Data, Test Reports, Certificates, Manufacturer Instructions and Field Reports, and other types of submittals submitted to Parkhill. Submittals shall include but not necessarily limited to:

- Preliminary CPM Contractor's construction schedule.
- Detailed lighting plan for night Work (if applicable).
- Contractor's list of emergency names and phone number.
- Video and/or written report of existing facilities conditions documenting inspection results performed before start of Work.
- List of subcontractors and material suppliers with experience statement.
- Certified payroll reports and statement of compliance from Contractor and all subcontractors (submitted directly to Airport Accountant).
- Three-week lookahead Project schedule (at weekly construction meetings).
- Contractor Quality Control Plan (submitted by preconstruction meeting).
- Contractor affidavit regarding settlement of claims (closeout request).
- Original affidavit acknowledging all subcontractors, material suppliers, payrolls, bill for materials and equipment, and other indebtedness connected with Contract have been paid or otherwise satisfied (closeout request).
- Original with notary signature, full and final release, and waiver on liens from Contractor, each subcontractor, and material suppler that documents that are been paid in full (closeout request).
- Warranty (due at Final Completion).
- Maintenance and operating instructions of new equipment.

SP-37 DELETED

SP-38 DELETED

SP-39 DELETED

SP-40 DELETED

SP-41 DELETED

SP-42 DELETED

SP-43 DELETED

SP-44 DELETED

SP-45 DELETED

SP-46 DELETED

SP-47 DELETED

SP-48 PROJECT CLOSEOUT

Approval of Final Payment to Contractor is contingent upon completion and submittal of items listed below. Final Payment not approved until Parkhill approves Contractor's final submittal. Contractor shall:

- provide two copies of all manufacturer warranties specified for materials, equipment, and installations.
- provide weekly payroll records (not previously received) from General Contractor and all subcontractors.
- complete final cleanup. Upon completion of Work and before acceptance and final payment is made, Contractor shall remove from site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. Contractor shall cut all brush and woods within limits indicated and leave site neat and presentable. Material cleared from site and deposited on adjacent property will not be considered as having been disposed satisfactorily unless Contractor obtained written permission of such property owner.
- complete all punch list items identified during Final Inspection.
- provide complete release of all claims for labor and material arising out of Contract.
- return copies of sales tax completion forms when applicable per state requirements.
- provide manufacturer certifications for all items incorporated in Work.
- make all required Record, As-Built, or As-Constructed Drawings available.

- deliver Project Operation and Maintenance (O&M) Manual(s).
- provide Security for Construction Warranty.
- submit equipment commissioning documentation, if required.

SP-49 DISCLOSURE OF INTERESTED PARTIES

Successful proposer will be required to complete Texas Ethics Commission Form 1295-Certificate of Interested Parties and submit completed form with executed Contracts for Project. Complete Form 1295 online at the Texas Ethics website: https://www.ethics.state.tx.us/filinginfo/1295/

Parkhill will email links to Contractor with an explanation once Contract is awarded. Contractor is responsible for completing form, printing, and submitting along with all other required Contract Documents.

SP-50 PARKHILL/RPR AUTHORITY AND DUTY

Parkhill nor RPR shall supervise, direct, or have control over Contractor's Work nor have any responsibility for construction means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with Work. These rights and responsibilities are solely those of Contractor in accordance with Contract Documents.

Parkhill nor RPR shall be responsible for any acts/omissions of Contractor, subcontractor, entity performing any portions of Work, or agents or employees of any of them. Parkhill nor RPR guarantee Contractor performance nor are responsible for Contractor's failure to perform Work in accordance with Contract Documents or any applicable laws, codes, rules, or regulations.

SP-51 DELETED

SP-52 PARTIAL PAYMENTS

Partial Payments will be made to Contractor at least once each month as Work progresses. Said payments will be based upon estimates, prepared by Contractor for Architect/Engineer review, of the value of Work performed and materials complete and in place, in accordance with Contract, Plans, and Specifications. Such partial payments may also include delivered actual cost of those materials stockpiled and stored in accordance with Construction Contract requirements. No partial payment will be made when amount due to Contractor since last estimate is less than $500.

1) From the total amount determined payable on a partial payment, Owner shall deduct and retain 5 percent of such total amount to protect Owner interests. Unless Owner instructs otherwise, amount Owner retains will be in effect until final payment is made except:
    a. Contractor may request release of retainage on work partially accepted by Owner in accordance with Construction Contract requirements. Contractor must provide a certified invoice to Owner to support retainage value held by Owner for partially accepted Work.

2) Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after Contractor received partial payment. Contractor must provide Owner evidence of prompt and full retainage payment held by prime Contractor to subcontractor within 30 days after subcontractor work is satisfactorily completed. Subcontractor work is satisfactorily completed when all tasks called for in subcontract are accomplished and documented as Owner requires. When Owner incrementally accepts a portion of a prime contract, subcontractor work covered by that acceptance is deemed satisfactorily completed.
3) When at least 95 percent of Work is completed to Owner satisfaction, Contractor shall, at Owner discretion and with consent of surety, prepare estimates of both contract value and cost of remaining work to be done. Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of work remaining to be done. Remainder, less all previous payments and deductions, will then be certified for payment to Contractor.

It is understood and agreed that Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in proposal or covered by approved change orders or supplemental agreements, except when Architect/Engineer determines such excess quantities are to be part of the final quantity for item of work in question.

No partial payment shall bind Owner to acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at time of final payment in accordance with Construction Contract requirements.

Contractor shall deliver Owner a complete release of all claims for labor and material arising out of this contract before final payment is made. If any subcontractor or supplier fails to furnish such a release in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any potential lien or other such claim. Bond or collateral shall include all costs, expenses, and attorney fees Owner may be compelled to pay in discharging any such lien or claim.

END OF DOCUMENT

GENERAL CONDITIONS OF CONTRACT

GC-01. OWNER

When "Owner," "Party of the First Part," or "First Party" are used in Contract Documents, it shall refer to Owner as described in Contract.

GC-02. CONTRACTOR

When "Contractor," "Party of the Second Part," or "Second Party," are used, it shall mean person(s), co-partnership, or corporation so defined in Contract who agreed to perform Work embraced in this Contract, or to legal representatives.

GC-03. ARCHITECT/ENGINEER

When "Architect/Engineer" is used in this Contract, it shall refer to Parkhill, Architect/Engineer of Owner, or such other Architect/Engineer, supervisor, or inspector, as authorized by said Owner, to act as Owner's representative with respect to services performed or furnished by Architect/Engineer.

GC-04. CONTRACT DOCUMENTS

Contract Documents shall consist of Notice to Bidders (Advertisement), Instructions to Bidders, Proposal, signed Contract, Performance Bond, Payment Bond, General Conditions of the Contract, Special Provisions, Technical Specifications, Plans, and all modifications thereof incorporated in any documents before execution of Contract.

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

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

GC-05. SUBCONTRACTOR

"Subcontractor," as employed herein, includes only those with a direct contract with Contractor and includes one who furnished material worked to a special design according to plans or Specifications of this Work but does not include one who merely furnished material not so worked.

GC-06. WRITTEN NOTICE

Written notice shall be deemed to be duly served if delivered in person to individual, member of firm, or officer of corporation intended, or if delivered/sent by registered mail to last business address known.

GC-07. WORK

Unless otherwise stipulated, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, water, light, power, fuel, transportation, and other facilities necessary for execution and completion of Work covered by Contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and materials of good quality. Contractor shall, if required, furnish satisfactory evidence as to kind and quality of materials. Materials or Work described in words shall have a well-known technical or trade meaning and held to refer to such recognized standards.

GC-08. DELETED

GC-09. DELETED

GC-10. LAYOUT OF WORK

Except as specifically provided herein, Contractor shall be responsible for laying out all Work and accomplish Work as acceptable to Architect/Engineer. Architect/Engineer will check Contractor's layout of all major structures and other layout work done by Contractor at Contractor request, but this check does not relieve Contractor of responsibility of correctly locating all Work in accordance with Plans and Specifications.

GC-11. ARCHITECT/ENGINEER AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between parties to this Contract that Architect/Engineer will observe quality and progress of Work at various times. To prevent delays, disputes, and discourage litigation, it is further agreed Architect/Engineer shall, in all cases, determine amounts and quantities of several kinds of Work paid under this Contract. He shall determine all questions in relation to said Work and construction thereof, and in all cases, decide every question which may arise relative to execution of this Contract on part of said Contractor. Architect/Engineer estimates and findings shall be conditions precedent to right of parties hereto to any action of Contract, and any rights of Contractor to receive any money under this Contract; provided, however, should Architect/Engineer render any decision or give any direction, which in the opinion of either party hereto, is not in accordance with meaning and intent of this Contract, either party may file with said Architect/Engineer within 30 days, written objection to decision/direction so rendered. Contract intent is for there to be no delay in execution of Work; therefore, written decisions/directions of Architect/Engineer as rendered shall be promptly carried out and any claim arising therefrom shall be thereafter adjusted as hereinafter provided.

Architect/Engineer shall, within a reasonable time, render and deliver to both Owner and Contractor, a written decision on all claims of parties hereto and all questions which may arise relative to execution of Work or interpretation of Contract, Specifications, and Plans. Should Architect/Engineer fail to make such decision within a reasonable time, an appeal may be taken as if decision was rendered against party appealing.

When "directed," "required," "permitted," "designated," "considered necessary," "prescribed," "approval," "acceptable," "satisfactory," or words of like import are used, it is understood direction, requirement, permission, order, designation, prescription, approved by, acceptable, or satisfactory of Architect/Engineer is intended.

In Specifications or Drawings accompanying this Contract, terms of description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but necessarily described in general terms, fulfillment of which must depend on individual judgment, in all such cases, any question of fulfillment of said Specifications shall be decided by Architect/Engineer, and said work done in accordance with interpretations of meaning of words, terms, or clauses defining character of Work.

GC-12. SUPERINTENDENCE AND PROJECT REPRESENTATION

It is agreed by Contractor that Architect/Engineer may appoint such subordinate engineers, supervisors, or Project representatives as Architect/Engineer may deem proper to inspect material furnished and Work done under this Contract, see said material is furnished and done in accordance with Specifications therefor. Contractor shall furnish all reasonable aid and assistance required by subordinate engineers, supervisors, or Project representatives for proper inspection and examination of Work. Contractor shall regard and obey directions and instructions of any subordinate engineers, supervisors, or Project representatives so appointed when such directions and instructions are consistent with obligations of this Contract and accompanying Plans and Specifications, provided; however, should Contractor object to any orders by any subordinate engineer, supervisor, or Project representative, Contractor may, within six days, make written appeal to Architect/Engineer for his decision.

GC-13. CONTRACTOR DUTY AND SUPERINTENDENCE

Contractor shall give personal attention to faithful prosecution and completion of this Contract and keep on Work, during progress, competent superintendent, and any necessary assistants all satisfactory to Architect/Engineer. Superintendent shall represent Contractor when absent and all directions given shall be as binding as if given to Contractor. Adequate supervision by competent and responsible Contractor representatives is essential to proper performance of Work and lack of such supervision shall be grounds for suspending Contractor operations. Confirm important directions in writing to Contractor. Confirm other directions on written request in each case.

GC-14. CONTRACTOR UNDERSTANDING

It is understood and agreed that Contractor is, by careful examination, satisfied as to nature and location of Work, confirmation of ground, character, quality, and quantity of materials to be encountered, character of equipment and facilities needed preliminary to and during prosecution of Work, general and local conditions, and all other matters which can in any way affect Work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of Owner, either before or after execution of this Contract, shall affect or modify any terms or obligations herein contained.

GC-15. CHARACTER OF WORKERS

Contractor agrees to employ orderly and competent employees, skillful in performance of work required under this Contract, to do Work; and agrees whenever informed by Architect/Engineer in writing, any employee(s) on Work are, in Architect/Engineer opinion, incompetent, unfaithful, or disorderly, such employee(s) shall be discharged from Work and not again employed on Work without Architect/Engineer's written consent.

GC-16. CONTRACTOR BUILDINGS

Building structures for housing employees, erecting tents, or other forms of protection will be permitted only at such places as Architect/Engineer shall direct, and sanitary conditions of grounds in or about such structures shall always be maintained as satisfactory to Architect/Engineer.

GC-17. SANITATION

Contractor shall construct and maintain necessary sanitary conveniences for use of laborers on work, properly secluded from public observation, approved by Architect/Engineer, and use strictly enforced.

GC-18. SHOP DRAWINGS

Contractor shall submit to Architect/Engineer with such promptness as to cause no delay in Work of any Contractor, Shop/Setting Drawings and schedules required for Work of various trades, and Architect/Engineer shall pass upon them with reasonable promptness, making required corrections. Architect/Engineer approval of such Drawings or schedules, shall not relieve Contractor from responsibility for deviations from Drawings or Specifications, unless Architect/Engineer called attention to, in writing, such deviations at time of submission nor relieve Contractor from responsibility for errors of any sort in Shop Drawings or schedules.

GC-19. PRELIMINARY APPROVAL

Architect/Engineer shall not have power to waive obligations of this Contract for furnishing by Contractor of good material, and performing good work as herein described, and full accordance with Plans and Specifications. No failure or omission of Architect/Engineer to condemn any defective work or material shall relieve Contractor from obligations to tear out, remove, and properly replace same at any time prior to final acceptance upon discovery of said defective Work or material, provided; however, Architect/Engineer shall, upon request of Contractor, inspect, accept, and/or reject any material furnished, and in event material was once accepted by Architect/Engineer, such acceptance shall be binding on Owner, unless clearly shown such material furnished does not meet specifications for this work. Any questioned work may be ordered taken up or removed for Architect/Engineer to re-examine, prior to final acceptance, and, if found not in accordance with Specifications for said Work, all expense of removing, re-examination, and replacement shall be borne by Contractor, otherwise expense thus incurred shall be allowed as "Extra Work" and paid for by Owner, provided, where inspection or approval is specifically required by Specifications prior to performance of certain Work, should Contractor proceed with such Work without requesting prior inspection or approval, Contractor shall bear all expense of taking up, removing, and replacing Work if so directed by Architect/Engineer.

GC-20. DEFECTS AND REMEDIES

It is further agreed if Work or any part thereof, or any material brought on site of Work for use in Work or selected for same, shall be deemed by Architect/Engineer as unsuitable or not in conformity with Specifications, Contractor shall, after receipt of written notice thereof from Architect/Engineer, forthwith remove such material and rebuild or otherwise remedy such work for full accordance with this Contract.

GC-21. CHANGES AND ALTERATIONS

Contractor further agrees Owner may make such changes and alterations as Owner sees fit, in line, grade, form, dimensions, plans, or materials for Work herein contemplated, or any part thereof, before or after beginning construction without affecting validity of this Contract and accompanying performance bond.

If such changes or alterations diminish quantity of Work to do, they shall not constitute basis for a claim for damages, or anticipated profits on Work that may be dispensed with, except as provided for unit price items under "Estimated Quantities." If amount of Work is increased or decreased, and Work can fairly be classified under Specifications, price adjustment for such increase or decrease shall be made according to quantity actually done and at unit price, if any, established for such work under this Contract, except as provided for unit price items under "Estimated Quantities;" otherwise, price adjustment for such changed work shall be made as provided under "Extra Work." In case Owner shall make such changes or alterations as useless any material already done or material already furnished or used, Owner shall recompense Contractor for any material or labor so used, and any actual loss occasioned by such change, due to actual expense incurred in preparation as originally planned.

GC-22. RIGHT OF ARCHITECT/ENGINEER TO MODIFY METHODS AND EQUIPMENT

If at any time, methods or equipment used by Contractor are found inadequate to secure quality of Work or rate of progress required under this Contract, Architect/Engineer may order Contractor, in writing, to increase safety or improve character and efficiency, and Contractor shall comply with such order.

If at any time, working force of Contractor is inadequate for securing progress herein specified, Contractor shall, if so ordered in writing, increase his force or equipment, or both, to such an extent as to give reasonable assurance of compliance with schedule of progress.

GC-23. KEEPING PLANS AND SPECIFICATIONS ACCESSIBLE

Architect/Engineer shall furnish Contractor with an adequate and reasonable number of copies of all Specifications without additional expense, and Contractor shall keep one copy of same constantly accessible on Work, with latest revisions noted thereon.

GC-24. OWNERSHIP OF DRAWINGS

All Drawings, Specifications, and copies thereof furnished by Architect/Engineer shall not be reused on other work, and with exception of signed contract sets, are returned to him on request, at completion of Work. All models are property of Owner.

GC-25. ADEQUACY OF DESIGN

It is understood Owner employed competent Engineers and Designers. It is, therefore, agreed Owner shall be responsible for adequacy of design, sufficiency of Contract Documents, safety of structure, and practicability of operations of completed Project, provided Contractor complied with requirements of said Contract Documents, all approved modifications thereof, additions, and alterations thereto approved in writing by Owner. Burden of proof of such compliance shall be upon Contractor to show compliance with said requirements of Contract Documents, approved modifications thereof, and all approved additions and alterations thereto.

GC-26. RIGHT OF ENTRY

Owner reserves the right to enter property or location on which Work herein contracted for are to be constructed or installed, by such agent(s) as elected, to supervise and inspect Work, or construct or install such collateral work as said Owner may desire.

GC-27. COLLATERAL CONTRACTS

Owner agrees to provide by separate contract or otherwise, all labor and material essential to completion of Work specifically excluded from this Contract, not delaying progress of Work, or damage said Contractor, except where such delays are specifically mentioned elsewhere in Contract Documents.

GC-28. DISCREPANCIES AND OMISSIONS

It is further agreed the intent of this Contract is all Work must be done and material furnished in accordance with generally accepted practice, and in the event of any discrepancies between separate Contract Documents, priority of interpretation defined under “Contract Documents” shall govern. In the event of a remaining doubt as to meaning and intent of any portion of Contract, Specifications, or Drawings, Architect/Engineer shall define which is intended to apply to Work.

GC-29. DELETED

GC-30. DELETED

GC-31. CONTRACTOR INSURANCE

Contractor shall procure and carry, at sole cost and expense, throughout life of Contract, insurance protection as hereinafter specified. All Insurance shall name Owner and Architect/Engineer as additional insureds except Worker's Compensation and Employer Liability Insurance. Such insurance shall be carried with an insurance company licensed to transact business in the State of Texas and cover all operations in connection with this Contract. Contractor insurance shall cover self and, at minimum, all subcontractors, and sub-subcontractors. All other sublevels of contractors shall provide copies of proof of insurance if not covered by General Contractor.

Contractor shall provide a Waiver of Subrogation in favor of City of Midland and Parkhill on Worker's Compensation, Employer Liability Insurance, Contractor's Public Liability, Property Damage Liability Insurance, and Automobile Insurance.

GC-32. DELETED

GC-33. PRICE FOR WORK

In consideration of furnishing all necessary labor, equipment, and material and completion of all work by Contractor, and on delivery of all material embraced in this Contract in full conformity with Specifications and stipulations herein contained, Owner agrees to pay Contractor prices set forth in Proposal hereto attached, made a part of this Contract, and Contractor hereby agrees to receive such prices in full for furnishing all material and labor required for aforesaid Work, also for all expenses incurred, and well and truly performing same and whole thereof in the manner and according to this Contract, Specifications, Drawings, and requirements of Architect/Engineer.

GC-34. DELETED

GC-35. LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of Work to be done, action of elements, any unforeseen circumstances in prosecution of same, or unusual obstructions/difficulties encountered in prosecution of Work, shall be sustained, and borne by Contractor at own expense.

GC-36. PROTECTION OF ADJOINING PROPERTY

Said Contractor shall take proper means to protect adjacent/adjoining property/properties, in any way encountered, which might be injured/seriously affected by any process of construction undertaken under this Contract, from any damage/injury by reason of said process of construction; and shall be liable for any/all claims for such damage on account of failure to fully protect all adjoining property. Contractor agrees to indemnify, save, and hold harmless Owner against any claim(s) for damages due to any injury to any adjacent or adjoining property, arising/growing out of performance of Contract, but any such indemnity shall not apply to any claim of any kind arising out of existence or character of Work.

GC-37. DELETED

GC-38. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION

Contractor shall pay all royalties and license fees and provide use of any design, device, material, or process covered by letters patent or copyright by suitable legal contract with patentee/owner. Contractor shall defend all suits/claims for infringement of any patent/copyrights and indemnify and save Owner harmless from any loss on account thereof, except Owner shall defend all such suits and claims and be responsible for all such loss when a particular design, device, material, or process/product of a particular manufacturer is specified/required by Owner provided; however, if choice of alternate design, device, material, or process is allowed, Contractor shall indemnify and save Owner harmless from any loss on account of thereof. If material/process specified/required by Owner is an infringement, Contractor shall be responsible for such loss unless promptly giving such information to Owner.

GC-39. LAWS AND ORDINANCES

Contractor shall always observe and comply with all Federal, State, and local laws, ordinances, and regulations, which affect Contractor Work, and indemnify and save harmless Owner against any claims arising from violation of any such laws, ordinances, and regulations by Contractor or employees, except where such violations are called for by provisions of Contract Documents. If Plans and Specifications are at variance therewith, Contractor shall promptly notify Architect/Engineer in writing, and any necessary changes be adjusted as provided in Contract for changes in Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, and without such notice to Architect/Engineer, Contractor shall bear all costs arising therefrom. In case Owner is a body politic and corporate law deriving powers, insofar as same regulates objects for which, in manner in which, or conditions under which Owner may enter into contract, shall be controlling, and considered as part of this Contract, to same effect as though embodied herein.

GC-40. ASSIGNMENT AND SUBLETTING

Contractor further agrees to retain personal control and give personal attention to fulfillment of Contract and not assign by Power of Attorney, or otherwise, or sublet said Contract without written consent of Owner, and no part or feature of Work will be sublet to anyone objectionable to Architect/Engineer or Owner. Contractor further agrees subletting of any portion/feature of Work or materials required in performance of this Contract, shall not relieve Contractor from full obligations to Owner, as provided by this Contract.

GC-41. DELETED

GC-42. DELETED

GC-43. HINDRANCES AND DELAYS

No claims shall be made by Contractor for damages resulting from hindrances/delays from any cause (except where Work is stopped by order of Owner for own convenience) during progress of any portion of Work embraced in this Contract. In case said Work shall be stopped by act of Owner, such expense as in judgment of Architect/Engineer is caused by such stoppage of said Work shall be paid by Owner to Contractor.

GC-44. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind allowed, but actual measured and/or computed length, area, solid contents, number, and weight only considered, unless otherwise specifically provided.

GC-45. ESTIMATED QUANTITIES

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

Where payment is based on unit price method, Contractor agrees to make no claim for damages, anticipated profits, or otherwise on account of any differences found between quantities of Work actually done, material actually furnished under this Contract, and estimated quantities contemplated and contained in proposal; provided, however, where actual quantity of any major item in this Contract is an estimated quantity and actual quantity of such "major item" varies more than 25 percent above or below estimated quantity stated in this Contract, an equitable adjustment in Contract price shall be made upon demand of either party. Equitable adjustment shall be based upon any increase/decrease in costs due solely to variation above 125 percent or below 75 percent of estimated quantity.

"Major Item" shall be any individual bid item included in proposal with a total cost equal to or greater than 10 percent of total Contract cost, computed on basis of original bid proposal, quantities, and Contract unit prices.

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

GC-46. DELETED

GC-47. USE OF COMPLETED PORTIONS

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

GC-48. FINAL COMPLETION AND ACCEPTANCE

Within 20 days after Contractor gives Architect/Engineer written notice that Work is complete, Architect/Engineer and Owner shall inspect Work and within said time, if Work is completed in accordance with Contract Documents, Architect/Engineer shall issue to Owner and Contractor a Certificate of Completion, and thereupon it shall be duty of Owner, within 10 days, to issue a Certificate of Acceptance of Work to Contractor.

GC-49. FINAL PAYMENT

Upon issuance of Certificate of Completion, Architect/Engineer shall proceed to make final measurements and prepare final statement of value of all Work performed and materials furnished under terms of Contract and certify same to Owner, who shall pay Contractor on/before the 20th day after date of Certificate of Completion, or if governmental financial assistance is involved, within 30 working days of receipt of final payment from applicable governmental authority, balance due Contractor under terms of this Contract, provided full performance of contractual obligations under terms of this Contract; and said payment shall become due in any event upon said performance by Contractor. Neither Certificate of Acceptance, final payment, nor any provision in Contract Documents, shall relieve Contractor of obligation for fulfillment of any warranty required in Special Provisions of Specifications.

GC-50. DELETED

GC-51. DELETED

GC-52. EXTRA WORK

"Extra Work," as used in this Contract, shall mean/include all Work required by Architect/Engineer or Owner done by Contractor to accomplish any change, alteration, or addition to Work shown upon Plans, or reasonably implied by Specifications, and not covered by Contractor's Proposal, except as provided under "Changes and Alterations" herein.

It is agreed Contractor shall perform all Extra Work under Architect/Engineer direction when presented with a written Extra Work Order signed by Architect/Engineer, subject, however, to right of Contractor to require a written confirmation of such Extra Work Order by Owner. It is also agreed compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices; or
Method B - By agreed lump sum; or
Method C - If neither Methods A nor B are agreed upon before Extra Work is commenced, Contractor shall be paid "actual field cost" of Work, plus 15 percent.

In the event said Extra Work be performed and paid for under Method C, provisions of this Article shall apply and "actual field cost" defined to include cost of all workmen such as foremen, timekeepers, mechanics, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for time actually employed/used on such Extra Work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage, Workmen's Compensation, and all other insurance as required by any law/ordinance, or directed by Architect/Engineer or Owner, or by them agreed to. Architect/Engineer may direct form in which accounts of "actual field cost" shall be kept and records of these accounts made available to Architect/Engineer. Architect/Engineer may also specify in writing, before Work commences, method of doing Work as well as type and kind of machinery and equipment to be used; otherwise, these matters determined by Contractor. Unless otherwise agreed upon, prices for use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable, terms and prices for use of machinery and equipment shall be incorporated in Written Extra Work Order. The 15 percent of "actual field cost" paid Contractor, shall cover and compensate profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within "actual field cost" as herein defined, save that where Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then cost to maintain and operate same shall be included in "actual field cost."

No claim for Extra Work of any kind allowed unless Architect/Engineer orders in writing. In case any oral/written orders/instructions appear to Contractor to involve Extra Work for which compensation or adjustment in construction time should be received, Contractor shall make written request to Architect/Engineer for written order authorizing such Extra Work. Should a difference of opinion arise as to what does/does not constitute Extra Work, or as to payment therefor, and Architect/Engineer insists upon performance, Contractor shall proceed with Work after making written request for written order and keep an accurate account of "actual field cost" thereof, as provided under Method C. Contractor will thereby preserve right to submit matter of payment by filing a claim as herein provided.

GC-53. TIME OF FILING CLAIMS

It is further agreed by both parties hereto, all questions of dispute/adjustment presented by Contractor shall be in writing and filed with Architect/Engineer within 15 days after Architect/Engineer gives any directions, order, or instruction to which Contractor desires to take exception. Architect/Engineer shall reply to such written exceptions by Contractor and render a final decision in writing. In case Contractor should appeal from Architect/Engineer's decision, appeal shall be filed with Architect/Engineer and Owner in writing within 10 days after date of delivery to Contractor of Architect/Engineer's final decision. It is further agreed final acceptance of Work by Owner and acceptance by Contractor of final payment, shall be a bar to any claim by either party, except as noted otherwise in Contract Documents.

GC-54. DELETED

GC-55. ABANDONMENT BY CONTRACTOR

In case Contractor should abandon and fail/refuse to resume work within 10 days after written notification from Owner or Architect/Engineer, or Contractor fails to comply with Architect/Engineer orders, when such orders are consistent with Contract Documents, then if where a performance bond exists, Surety on bond shall be notified in writing and directed to complete Work, and a copy of said notice be delivered to Contractor.

After receiving said notice of abandonment, Contractor shall not remove from Work any machinery, equipment, tools, materials, or supplies on the job, but same, together with any materials and equipment under contract for Work, may be held for use on Work by Owner or Surety on construction bond, or another contractor in completion of Work; and Contractor shall not receive any rental/credit therefor (except when used in connection with Extra Work, where credit allowed as provided for under "Extra Work"), it understood use of such equipment and materials will ultimately reduce cost to complete Work and reflected in final settlement.

If no performance bond provided or Surety should fail to commence compliance with notice for completion herein provided for, within 10 days after service of such notice, Owner may provide for completion of Work in either of the following elective manners:

a. Owner may thereupon employ such force of men and use such machinery, equipment, tools, materials, and supplies as Owner deems necessary to complete Work and charge expense of such labor, machinery, equipment, tools, materials, and supplies to Contractor, and expense charged shall be deducted and paid by Owner out of such moneys due or may thereafter any time become due to Contractor under and by virtue of this Contract. In case such expense is less than sum payable under this Contract, if same had been completed by Contractor, then Contractor shall receive the difference. In case such expense is greater than sum payable under this Contract, if same completed by said Contractor, then Contractor and/or Surety shall pay amount of such excess to Owner; or

b. Owner under sealed bids, after five days' notice, published one or more times in a newspaper having general circulation in county of location of Work, may let Contract for completion of Work under substantially same terms and conditions provided in this Contract. In case of any increase in cost to Owner under new contract as compared to what would have been cost under this Contract, such increase shall be charged to Contractor and Surety shall remain bound therefor. However, should cost to complete any such new contract prove less than cost to complete under this Contract, Contractor and/or Surety shall be credited therewith.

When Work shall have been substantially completed, Contractor and Surety shall be so notified and Certificates of Completion and Acceptance, as provided herein, issued. Complete itemized statement of Contract accounts, certified to by Architect/Engineer as correct, shall then be prepared and delivered to Contractor and Surety, whereupon Contractor and/or Surety, or Owner as case may be, shall pay balance due as reflected by said statement, within 15 days after date of such Certificate of Completion.

In the event statement of accounts shows cost to complete Work is less cost to Owner, had Work been completed by Contractor under terms of this Contract; or when Contractor and/or Surety shall pay balance shown due by them to Owner, then all machinery, equipment, tools, materials, or supplies left on site of Work shall be turned over to Contractor and/or Surety. Should cost to complete Work exceed Contract price and Contractor and/or his Surety fail to pay amount due Owner within time designated herein, and there remains any machinery, equipment, tools, materials, or supplies on site of Work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to Contractor and Surety at respective addresses designated in this Contract, provided; however, actual written notice given in any manner will satisfy this condition. After mailing or other giving of such notice, such property shall be held at risk of Contractor and Surety subject only to duty of Owner to exercise ordinary care to protect such property. After 15 days from date of said notice, Owner may sell such machinery, equipment, tools, materials, or supplies and apply net sum derived from such sale to credit of Contractor and Surety. Such sale may be made at public/private sale, with/without notice, as Owner elects. Owner shall release any machinery, equipment, tools, materials, or supplies, which remain on Work, and belong to persons other than Contractor or Surety, to proper owners. Books on all operations provided herein shall be open to Contractor and Surety.

GC-56. ABANDONMENT BY OWNER

In case Owner shall fail to comply with Contract terms and fail/refuse to comply with said terms within 10 days after written notification by Contractor, Contractor may suspend/wholly abandon Work and remove therefrom all machinery, tools, equipment, and all materials on site of work not included in payments to Contractor and have not been wrought into Work. And thereupon Architect/Engineer shall make an estimate of total amount earned by Contractor, which estimate shall include value of all Work actually completed by said Contractor (at prices stated in attached proposal where unit prices are used), value of all partially completed Work at a fair and equitable price, and amount of all Extra Work performed at prices agreed upon, or provided for by terms of this Contract, and a reasonable sum to cover cost of any provisions made by Contractor to carry whole work to completion and which cannot be utilized. Architect/Engineer shall then make a final statement of balance due Contractor by deducting from estimates all previous payments by Owner and other sums retained by Owner under terms of this Contract and certify same to Owner who shall pay to Contractor on or before 30 days after date of notification by Contractor, balance shown by said final statement as due Contractor, under terms of this Agreement.

FEDERAL CONTRACT PROVISIONS

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Specific Clause used for General Contract Agreements

The above provision binds Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Title VI Solicitation Notice:

The Midland International Air & Space Port, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, select businesses, or disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs 70 Fed. Reg. 74087 (2005);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** Contractor, with regard to the Work performed by it during the Contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

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

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

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

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

FAA
Airports

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects

(Issued on May 24, 2023)

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APPENDIX A – CONTRACT PROVISIONS

A1 CIVIL RIGHTS - GENERAL

A1.1 MANDATORY CONTRACT CLAUSES

A1.1.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A1.1.2 Specific Clause that is used for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A2 CIVIL RIGHTS – TITLE VI ASSURANCE

A2.1.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The **Midland International Air and Space Port**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

A2.1.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

A2.1.3 Nondiscrimination Requirements/Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

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

SECTION 00 31 00 – AVAILABLE PROJECT INFORMATION

PART 1 - GENERAL

1.1 SUMMARY

A. Related Requirements:
1. Division 01 Specification Sections apply to Work of this Section.

1.2 INFORMATION

A. Geotechnical Data:
1. An investigation of subsurface soil conditions at the building site was authorized by the Owner, and these investigations were made by:

Terracon
10400 State Hwy 191
Midland, Texas 79707
432.684.9600

2. Entire report is bound at the end of this Section.

B. Property Survey:
1. A survey of the property was authorized by the Owner, and the survey was made by:

Parkhill
4222 85th St
Lubbock, Texas 79423
806.473.2200

2. Site layout, drawings and boundary traverse and closure information are included in the drawings.
3. Property survey and site improvement layout are available for Contractor's information only and is not a warranty of existing conditions.
4. A Subsurface Utility Engineering (SUE) survey of the property was authorized by the Owner, and the survey was prepared by:

The Rios Group, Inc.
835 Greens Pkwy. Unit 120
Houston, Texas 77067

1.3 RESPONSIBILITY

A. Bidders are expected to examine the geotechnical data report and site survey information then determine for themselves the validity of the information contained there-in as it relates to this Project.
B. Engineer and Owner do not guarantee continuity of conditions indicated at boring locations and assume no responsibility for variations of subsoil quality or conditions.
C. Engineer and Owner assume no responsibility for variations of site survey information.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

DOCUMENT 00 41 00 - BID FORM

Date: 02.12.2026

Marcia Bently-German, City Secretary
City of Midland
300 N. Loraine Street
Midland, Texas 79701

Dear Madam:

The undersigned, having carefully examined the specifications, drawings, and related documents entitled:

Proposed Vehicle Parking Lot P6
Midland International Air & Space Port
9506 La Force Blvd, Midland, Texas

all as prepared by Parkhill 1700 West Wall Street, Suite 100, Midland, Texas 79701; 432.697.1447, as well as having attended a mandatory pre-bid conference and made an on-site inspection of the premises and all other conditions affecting the cost and/or execution of the work, proposes to furnish all materials, labor, and equipment necessary to complete the work in accordance with said documents, of which this bid is a part, for the following sum:

BASIS OF BID – *Unit Price Bids*

Bidder will perform the following Work at the indicated unit prices:

Site

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1	Contractor Mobilization (5%)	1	LS	$ 266,321.33	$ 266,321.33
2	Site Clearing	10.5	AC	$ 2,500.00	$ 26,250.00
3	Erosion Control Plan (SWPPP)	1	LS	$ 30,000.00	$ 30,000.00
4	Traffic Control Plan	1	LS	$ 30,000.00	$ 30,000.00
5	Earth Moving and Subgrade Preparation	44,300	SY	$ 4.56	$ 202,008.00 ~~202,118.75~~
6	Import Fill (tight, in place, from off-site)	5,760	CY	$ 49.38	$ 284,428.80 ~~284,400.00~~
7	8-Inch Aggregate Base (Windecker)	424	SY	$ 42.81	$ 18,151.44 ~~18,152.50~~

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount	
8	8-Inch Aggregate Base (Parking Lot)	26,720	SY	$ 16.88	$ 451,033.60 ~~450,900.00~~	
9	10-Inch Aggregate Base	4,720	SY	$ 23.13	$ ~~109,150.00~~	109,173.60
10	4-Inch Aggregate Base (under aggregate concrete pavement)	3,403	SY	$ 15.00	$ 51,045.00	
11	Prime Coat (MC-30)	31,864	SY	$ 1.56	$ ~~49,787.50~~	49,707.84
12	2-Inch Type "D" over 2" Type "C" HMAC Pavement	424	SY	$ 42.88	$ 18,181.12 ~~18,179.00~~	
13	3-Inch Type "C" HMAC Pavement	31,440	SY	$ 28.38	$ 892,267.20 ~~892,110.00~~	
14	7-Inch Concrete Pavement	3,403	SY	$ 123.13	$ ~~418,994.38~~	419,011.39
15	Concrete Curb and Gutter	5,000	LF	$ 40.00	$ 200,000.00	
16	Concrete Sidewalk	1,925	SY	$ 76.25	$ 146,781.25	
17	Concrete Sidewalk Channel	650	SY	$ 135.00	$ 87,750.00	
18	Galvanized Plate Cover	8	EA	$ 7,687.50	$ 61,500.00	
19	1-Foot-Wide Mow Strip	880	LF	$ 35.00	$ 30,800.00	
20	Parking Block	35	EA	$ 500.00	$ 17,500.00	
21	Pavement Marking - Striping	9,000	SF	$ 1.98	$ 17,820.00	
22	Pavement Marking - Traffic Arrow	22	EA	$ 42.00	$ 924.00	
23	Pavement Marking - ADA Symbol	16	EA	$ 60.00	$ 960.00	
24	Pavement Marking - No Parking Striping	4,230	LF	$ 30.00	$ 126,900.00	
25	Pavement Marking - Crosswalk Striping	414	LF	$ 180.00	$ 74,520.00	
26	Pavement Marking - Yield Line Striping	60	EA	$ 85.00	$ 5,100.00	
27	Rumble Strips	480	LF	$ 36.00	$ 17,280.00	
28	Thermoplastic Pavement Number	831	EA	$ 48.00	$ 39,888.00	
29	48-Inch Chain Link Fence	2,105	LF	$ 35.95	$ ~~75,678.96~~	75,674.75
30	Fence Gate	1	EA	$ 3,481.82	$ 3,481.82	
31	Bollard	27	EA	$ 600.00	$ 16,200.00	
32	Flexible Channelizer Post	88	EA	$ 246.25	$ 21,670.00	
33	10-Foot Curb Inlet	4	EA	$ 12,099.39	$ ~~48,397.57~~	48,397.56
34	Storm Junction Box	1	EA	$ 9,118.87	$ 9,118.87	

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
35	24-Inch HDPE Storm Drainpipe	119	LF	$ 298.94	$ 35,573.86 ~~35,574.34~~
36	ADA Ramp	9	EA	$ 3,000.00	$ 27,000.00
37	Transit Shelter	1	EA	$ 44,943.78	$ 44,943.78
38	Remove Curb and Gutter	1,100	LF	$ 7.20	$ 7,920.00
39	Remove Asphalt Pavement	424	SY	$ 20.00	$ 8,480.00
40	Remove Concrete Pavement	302	SY	$ 35.00	$ 10,570.00
41	Remove Fence Gate	1	EA	$ 600.00	$ 600.00
42	Remove Chain Link Fence	1,365	LF	$ 4.20	$ 5,733.00
43	Remove Curb Inlet	1	EA	$ 5,000.00	$ 5,000.00
44	Manhole Ring and Cover Adjustment	2	EA	$ 3,500.00	$ 7,000.00
45	Valve Adjustment	3	EA	$ 1,800.00	$ 5,400.00
46	6-Inch PVC Water Line	12	LF	$ 2,530.024 ~~30.02~~	$ 30,360.29
47	6-Inch PVC 45° Bend (Fittings)	4	EA	$ 908.08	$ 3,632.32 ~~3,632.34~~
48	Pavement Patch	138	SY	$ 215.00	$ 29,670.00
49	6-Inch to 8-Inch Rock Rip Rap	56	SY	$ 89.50	$ 5,012.00
50	Remove, Salvage, and Relocate Sign #36	1	EA	$ 8,650.00	$ 8,650.00
51	New "Yield" Sign #13	3	EA	$ 1,207.50	$ ~~3,477.60~~ 3,622.50
52	New "Stop" Sign #61	1	EA	$ 1,207.50	$ 1,207.50
53	New "Stop, One Way, Right Turn Only" Sign #62	1	EA	$ 1,207.50	$ 1,207.50
54	New Large Sized Signs #24, 36A, 42	3	EA	$ 30,000.00	$ 90,000.00
55	New Small Sized Signs #49, 50, 51, 58, 59, and (2) 66	17	EA	$ 1,207.50	$ 20,527.50
56	Reface Large Sized Signs #1, 3, 17, 22, 29, 30, 32	7	EA	$ 6,000.00	$ 42,000.00
57	Reface Medium Sized Signs #23, 27, 35, 37	4	EA	$ 6,000.00	$ 24,000.00
58	Parking Lot Location Sign #57	28	EA	$ 1,207.50	$ 33,810.00
59	Parking Lot Exit Sign #56,60	23	EA	$ 1,207.50	$ 27,772.50
60	Parking Lot Entry Sign #55	1	EA	$ 1,207.50	$ 1,207.50
61	Accessible Parking Sign	14	EA	$ 1,432.50	$ 20,055.00
62	Accessible Route Sign	4	EA	$ 1,207.50	$ 4,830.00
63	Flashing Crosswalk Sign #64	7	EA	$ 10,390.00	$ 72,730.00
64	Non-Flashing Crosswalk Sign #65	3	EA	$ 1,207.50	$ 3,622.50

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
65	Landscape Irrigation	1	LS	$ 63,326.16	$ 63,326.16
66	Landscape Planting and Materials	1	LS	$ 228,643.30	$ 228,643.30
67	Remove Landscape Irrigation, Planting, and Materials	1	LS	$ 30,000.00	$ 30,000.00
68	Abandon and Plug Water Well	2	EA	$ 4,440.00	$ 8,880.00
TOTAL SITE IMPROVEMENTS					**$** ~~4,496,345.29~~ $4,762,832.78

Electrical/Instrumentation & Controls

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Communication - PARCS System	1	LS	$ 79,819.74	$ 79,819.74
2	PARCS System - Scheidt Bachman Equipment	1	LS	$ 145,887.58	$ 145,887.58
3	Programming, Integration, Commissioning	1	LS	$ 23,008.80	$ 23,008.80
4	Parking Lot (P6) Lighting System	1	LS	$ 437,365.28	$ 437,365.28
5	Fiber Optic Cable - Replace and Extend to New System	1	LS	$ 144,000.00	$ 144,000.00
TOTAL ELECTRICAL/INSTRUMENTATION & CONTROLS IMPROVEMENTS					**$** 830,081.40

TOTAL BASE BID	**$** ~~5,592,748.02~~ $5,592,914.18

Bid Alternate #1

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Ameristar Decorative Fence in lieu of 48-inch Chain Link Fence (Base Bid Item No. 29)	2,105		$159.12 LF	$334,947.60
TOTAL BID ALTERNATE #1					**$** $334,947.60

Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents
3. Contractor is responsible for their own construction staking. Cost of staking will be considered subsidiary to bid.

(**Note:** All amounts shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern. For alternates, check whether it is an add, deduct or no change.)

We have included, in the Bid sum, all applicable taxes and all allowances described in Section 01 20 00 "Price and Payment Procedures."

The undersigned acknowledges receipt of ____addenda to the Drawings and Project Manual as follows:

No. 1	Date 01.16.2026	No. 2	Date 01.23.2026	No. 3	Date 02.05.2026
No. 4	Date 02.06.2026	No.	Date	No.	Date

The undersigned acknowledges they have read and met the requirements of paragraph IB-8 in Instructions to Bidders and have examined the site, and are familiar with all existing conditions.

(The Bidder is to fill in I.D. Number and date of each thereby acknowledging receipt of Addenda).
If awarded the contract, the undersigned agrees to commence work under this contract on or before a date to be specified in Written Notice to Proceed, and to substantially complete the project within 270 calendar days from said date unless modified by change order.

Bidder agrees to pay the Owner $1,000.00 per day, as liquidated damages, for each day the substantial completion of this project extends beyond the stipulated substantial completion date.

If notified of the acceptance of this bid within ninety (90) days of the time set for the opening of bids, bidder agrees within 10 days of notification, to execute a contract in the form of the City of Midland Contract included in Section 00 80 10 "Owner-Provided Contracting Documents" for the above work, for the above stated compensation.

BID SECURITY, as defined in the Request For Bids and Instructions to Bidders, which the Undersigned agrees to disposition of, is attached to this Bid.

Upon acceptance of this Bid by Owner, Contractor shall furnish, at the time of the signing of the contract, a PERFORMANCE BOND AND LABOR/MATERIAL PAYMENT BOND, in the amount of 100 percent of the Contract Price. Surety shall meet requirements specified in the Owner/Contractor Agreement.

It is understood that the Owner reserves the right to accept or reject any and all Bids and to waive all formalities in accordance with State law.

ATTACHMENTS

Appendix A - List of Subcontractors: Include names of all Subcontractors and portions of the Work each Subcontractor will perform.

Respectfully Submitted,

By: Greg Boler

Title: Vice President

Signature: Greg Boler

Business Address with Zip Code

(SEAL: If Bid is by Corporation)

Boler Equipment Service, Inc.

4611 Sinclair Ave

Midland, TX 79707

Telephone Number with Area Code 432.694.0660

FAX Number with Area Code _____

Fill in the applicable information:

A Corporation, chartered in the State of Texas.

Authorized to do business in the State of Texas.

A Partnership, composed of _____, and

_____ and _____.

An Individual operating under the name of _____

_____.

Corporate Seal:

END BID FORM

Work in Progress

Project	Amount of Contract Award	Amount of Bond	Percent Complete	Name of Surety Company
Utility Extension Program 06-COM 300 N. Loraine St., Midland, TX 79701	$ 4,403,596.00	$ 220,179.80	70%	RLI Insurance Company
MAF Reconstruction Asphalt Carrier Apron-COM 300 N. Loraine St., Midland, TX 79701	$ 4,344,835.00	$ 217,241.75	44%	RLI Insurance Company
AvGas Fuel System Installation-COM 300 N. Loraine St., Midland, TX 79701	$ 1,098,900.00	$ 54,945.00	69%	RLI Insurance Company
Water Rehab Program 02-COM 300 N. Loraine St., Midland, TX 79701	$ 2,000,000.00	$ 100,000.00	0%	RLI Insurance Company

Boler Equipment Service, Inc.

Bidder

4611 Sinclair Ave

Midland, TX 79707

Name Greg Boler

Signature

Work In Progress

Amount of Contract Award	Type of Work	Percent Completed	Name and Address of Owner
$ 604,716.50	Utility Improvements	0%	Texas Department of Transportation Attn Jennifer Chavarria, P.E. 5100 I-20 NSR, Midland, TX 79703

Boler Equipment Service, Inc.

Bidder

4611 Sinclair Ave

Midland, TX 79707

Name Greg Boler

Signature

Experience Record

Amount of Contract Award	Type of Work	Date Completed	Name and Address of Owner
$ 605,000.00	Dirt and Concrete	June 2015	MAF- Runway P Pad and Anchor- Owner COM 300 N Loraine St. Midland, TX 79701
$ 151,500.00	Utility Improvements	May 2018	MAF XCOR Orbital Site Paving Improvements Owner- MDC c/o PSC Inc. 1700 W. Wall St Midland, TX 79701
$ 372,018.00	Concrete Storm Drain and Railroad Demo	August 2018	MAF Business Park Roadway Improvements Owner COM 300 N Loraine St. Midland, TX 79701
$ 224,175.00		March 2019	MAF LAV Disposal, Entry Gate Driveways, Concrete Mods Owner COM 300 N Loraine St. Midland, TX 79701
$ 610,000.00	New Fuel Facility and Asphalt Paving	May 2020	Basin Aviation- Owner COM 300 N Loraine St. Midland, TX 79701
$ 872,310.00	Concrete and Joint Sealant	April 2022	MAF Concrete Apron Rehab- Owner COM 300 N Loraine St. Midland, TX 79701
$ 1,663,086.50	Grub Work, Excavation, Dirt Work	June 2025	MAF Wildlife Basin Improvement- Owner COM 300 N Loraine St. Midland, TX 79701
$ 140,088.00	Storm Drain Improvements	September 2025	MAF Taxiway E Reconstruction- Owner COM 300 N Loraine St. Midland, TX 79701
$ 2,994,596.00	Grub Work, Excavation, Dirt Work	September 2025	MAF Wildlife Improvement South Drainage- Owner COM 300 N Loraine St. Midland, TX 79701

Boler Equipment Service, Inc.

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SECTION 00 52 00 – AGREEMENT FORM

PART 1 - GENERAL

1.1 APPLICABLE DOCUMENT

A. The Agreement for the Work will be written on the Sample Agreement form indicated below and that follows this Section.
   1. Owner provided Agreement. See Section 08 10 00 “Owner-Provided Contracting Documents.”

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

DOCUMENT 00 54 10 - WEATHER TABLE
(MIDLAND, TX)

The number of calendar days indicated on the Bid Form – Document 00 41 00 is the contract time allowed to complete the project from Notice to Proceed to Substantial Completion, taking into account the normal weather occurrence as shown in the Table below. Weather occurrences exceeding those listed in the table will be taken into consideration when evaluating a request for extension in contract time.

MONTH	MEAN NUMBER DAYS PRECIPITATION (0.01" OR MORE)	NORMAL PRECIPITATION (WATER EQUIVALENT) (INCHES)	MEAN NUMBER DAYS SNOWFALL (INCLUDING ICE PELLETS/SLEET) (1.0" OR MORE)	AVERAGE NUMBER OF DAYS THAT MIN. TEMP IS < 40
JANUARY	3	0.30	0	27
FEBRUARY	4	0.43	0	20
MARCH	3	0.87	0	11
APRIL	2	0.60	0	3
MAY	5	1.21	0	0
JUNE	3	1.43	0	0
JULY	3	0.79	0	0
AUGUST	4	1.13	0	0
SEPTEMBER	4	1.36	0	0
OCTOBER	4	1.02	0	3
NOVEMBER	2	0.70	0	14
DECEMBER	2	0.24	0	21
ANNUALLY	40	10.07	0	99

This table is based on information from NOAA and measured at the Midland International Airport, Midland, Texas.

Means, normals and averages are based on records covering a period of 4 years from 2020-2024.

SECTION 01 10 00 – SUMMARY

02/05/2026

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Work covered by Contract Documents.
2. Contractor use of site and premises.
3. Work sequence.

B. Related Requirements:
1. Division 01 Specification Sections apply to Work of this Section.
2. Section 01 30 00 "Administrative Requirements" for Project information management.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Location: Midland, Texas.
B. Without force or effect, Work of Project consists of Proposed Vehicle Parking Lot P6.

1.3 CONTRACTOR USE OF SITE AND PREMISES

A. Limit use of site and premises to allow:
1. Owner occupancy: Owner will operate facility continuously throughout construction.
2. Work by others.
3. Use of site and premises by public.

B. Construction Operations: Limited to areas noted on Drawings. Contractor's personnel will be required to wear Airport issued badge at all times. Cost of badging will be by Contractor. All Contractor personnel must be supervised while accessing or working within Airport "Sterile" areas.

C. Utility Outages and Shutdown: Utility outages or shutdowns are to be held to a minimum, executed after Airport hours, and closely coordinated with Facility Staff a minimum 72 hours prior to outage or shutdown.

1.4 WORK SEQUENCE

A. Construct Work in stages to accommodate Owner's occupancy requirements during construction period, coordinate construction schedule and operations with Owner:

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Application for Payment.
   2. Change Procedures.
   3. Measurement and payment - unit prices.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 APPLICATIONS FOR PAYMENT

A. Submit application on Engineer-provided/-approved Application for Payment.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Payment Period: As defined in Owner-Contractor Agreement.

D. Complete Application for Payment includes Construction progress schedule and submittal schedule, all required to process Application for Payment.

1.3 CHANGE PROCEDURES

A. Submittals: Submit name of person authorized to receive change documents and responsible for informing others in Contractor's employ or subcontractors of changes to Work.

B. Carefully study and compare Contract Documents before proceeding with fabricating and installing Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.

C. Requests for Information (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer. Establish procedures for handling queries and clarifications.
   1. Use Engineer-standard RFI for requesting information.
   2. Engineer may respond with a direct answer on RFI form through Newforma.

D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Price or Time by issuing supplemental instructions through Newforma.

E. Engineer may issue a change order through Newforma, including a detailed description of proposed change with supplementary or revised Drawings and Specifications for executing change. Contractor will prepare and submit proposed change in Contractor Price and/or Time within seven days.

F. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change, and its full effect on Work. Include a statement describing reason for change, effect on Contract Price and Time, with full documentation.

G. Document requested substitutions per Section 01 25 00 "Substitution Procedures."

H. Stipulated Price Change Order: Based on Engineer-provided form and Contractor's fixed price quotation as recommended by Engineer and accepted by Owner and Contractor.

I. Unit Price Change Order: For Contract unit prices and quantities, Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units not predetermined, execute Work under Engineer-provided form as recommended by Engineer and accepted by Owner and Contractor.

J. Work Directive Change: Engineer may issue directive on Engineer-provided form signed by Owner, instructing Contractor to proceed with change in Work, for subsequent inclusion in Change Order. Document will describe changes in Work and designate method of determining any change in Contract Price or Time. Promptly execute change.
K. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
L. Change Order Forms: Engineer provided.
M. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
N. Correlation of Contractor Submittals:
    1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Price.
    2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by change, and resubmit.
    3. Promptly enter changes in Record Documents.

1.4 UNIT PRICES

A. Take measurements and compute quantities. Engineer to verify.
B. Engineer will take measurements and compute quantities, Engineer's Estimate accordingly. Provide assistance in taking measurements.
C. Unit Quantities: Quantities and measurements indicated in Bid Form are for Contract purposes only. Quantities and measurements supplied or placed in Work determine payment. When actual Work requires more or fewer quantities than those indicated, provide required quantities at contracted unit prices.
D. Payment Includes:
    1. Full compensation for required labor, products, tools, equipment, plant, transportation, services, and incidentals;
    2. Erection, application, or installation of Work item;
    3. Overhead and profit.
E. Final payment for Work governed by unit prices will be made based on actual measurements and quantities accepted by Engineer multiplied by unit price for Work incorporated in or made necessary by Work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 22 00 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Procedures for measurement and payment.
   2. Mobilization demobilization.
   3. Unit price items.
   4. Bid Form-specific payment items.

B. Related Requirements:
   1. Section 00 41 00 "Bid Form."
   2. Other Division 01 Specification Sections apply to Work of the Section.

1.2 PROCEDURES FOR MEASUREMENT AND PAYMENT

A. Unit price bid on each item as stated in Section 00 41 00 "Bid Form" includes furnishing all labor, superintendence, machinery, equipment, and materials, except as otherwise specified, necessary, or incidental to complete various item of Work per Drawings and Specifications.

B. Cost of Work or materials shown on Drawings or called for in Specifications and on which no separate payment is made, included in bid prices on various pay items.

C. Payment not made for any items not complete, including all associated incidental Work.

1.3 MOBILIZATION/DEMOBILIZATION

A. Payment made for mobilization and demobilization on lump sum basis.

B. Bid amount for mobilization and demobilization shall not exceed 5 percent of total Bid Price.

C. Work under this item consists of preparatory work and operations, including but not limited to those necessary for movement of personnel, equipment, supplies, and incidentals to Work; establish all offices, buildings, and other facilities necessary for Work; and all other work and operations performed or costs incurred prior to beginning work on various items of Work.

D. Payment for mobilization and demobilization will be on a lump sum basis with partial payments as noted. The adjusted Contract Amount as used herein is defined as the total Contract amount less lump sum for mobilization and demobilization.
   1. First Application for Payment: 50 percent of lump sum.
   2. Second Application for Payment: 75 percent of the lump sum.
   3. When 10 percent of adjusted Contract amount is earned, 90 percent of mobilization and demobilization lump sum.
   4. Final Application for Payment: 100 percent of mobilization and demobilization lump sum.

1.4 UNIT PRICE ITEMS

A. Unit price items, not otherwise included herein, paid at a unit price per unit.

B. Payment will include all work and material for installing unit price item as specified.

C. Measurement made in units shown on Section 00 41 00 "Bid Form."

1.5 BID FORM-SPECIFIC PAYMENT ITEMS

A. Site:

1. Contractor Mobilization:
   a. Measurement: Lump Sum
   b. Payment: This price is full compensation for Contractor mobilization.
2. Site Clearing:
   a. Measurement: Acre
   b. Payment: Full compensation, per unit price for site clearing, for disposing of materials, blading, brooming, salvaging, equipment, labor, tools, and incidentals.
3. Erosion Control Measures (SWPPP):
   a. Measurement: Lump Sum
   b. Payment: This price is full compensation for providing all BMP controls, permits, equipment, labor, materials, tools, and incidentals.
4. Traffic Control Plan:
   a. Measurement: Lump Sum
   b. Payment: This price is full compensation for furnishing and operating equipment, flaggers, signs, barricades, arrow boards, messaging boards, labor, tools, and incidentals.
5. Earth Moving, and Subgrade Preparation:
   a. Measurement: Square Yard
   b. Payment: Full compensation, per unit price for minimum 6-inch-thick subgrade per plan details (not using 10-inch as shown at bottom of pg. 6 of Geotech Report subgrade, for earthmoving, disposing of materials, blading, brooming, scarifying, watering, shaping, compacting, finishing equipment, labor, tools, and incidentals. (Specification Section 31 20 00).
6. Import Fill (tight, in place, from off-site):
   a. Measurement: Cubic Yards, design files comparing final elevations to existing ground yield 5,760 CY tight, in place (no shrink or swell).
   b. Payment: Full compensation, per unit price for import of off-site, acceptable material, as required to achieve final subgrade elevations, furnishing, hauling, delivery to jobsite, equipment, labor, tools, and incidentals. All earth moving of this import material will be paid under Item 5 above.
7. 8-Inch Aggregate Base Gr. 1-2 (Windecker):
   a. Measurement: Square Yard of surface area in the completed and accepted final position as shown on plans.
   b. Payment: Full compensation, per unit price for aggregate base, of the thickness specified in the Drawings, compacting, rolling, equipment, labor, tools, and incidentals.
8. 8-Inch Aggregate Base Gr. 1-2 (Parking Lot):
   a. Measurement: Square Yard
   b. Payment: Full compensation, per unit price for aggregate base, of the thickness specified in the Drawings, compacting, rolling, equipment, labor, tools, and incidentals.
9. 10-Inch Aggregate Base Gr. 1-2:
   a. Measurement: Square Yard
   b. Payment: Full compensation, per unit price for aggregate base, of the thickness specified in the Drawings, compacting, rolling, equipment, labor, tools, and incidentals.

10. 4-Inch Aggregate Base:
    a. Measurement: Square Yard
    b. Payment: Full compensation, per unit price for aggregate base, of the thickness specified in the Drawings, compacting, rolling, equipment, labor, tools, and incidentals.
11. Prime Coat (MC-30):
    a. Measurement: Square Yard
    b. Payment: Full compensation, per unit price for prime coat, for application, surface preparation, furnishing, hauling, placement, clean up, equipment, labor, tools, and incidentals.
12. 2-Inch Type “D” over 2-Inch Type “C” HMAC:
    a. Measurement: Square Yard
    b. Payment: Full compensation, per unit price for asphalt pavement, for surface preparation, materials including tack coat, placement of the thickness specified in the Drawings, equipment, labor, tools, and incidentals.
13. 3-Inch Type “C” HMAC:
    a. Measurement: Square Yard
    b. Payment: Full compensation, per unit price for asphalt pavement, for surface preparation, materials including tack coat, placement of the thickness specified in the Drawings, equipment, labor, tools, and incidentals.
14. 7-Inch Concrete Pavement:
    a. Measurement: Square Yard
    b. Payment: Full compensation, per unit price for concrete pavement, for all reinforcing steel or fiber as specified in the Drawings and Specifications.
        1) Concrete Si, for all saw-cuts of existing concrete slabs, for all saw-cuts of asphaltic concrete paving for seal joints, for furnishing all materials for seal joints, equipment, labor, tools, and incidentals.
15. Concrete Curb and Gutter:
    a. Measurement: Linear Foot
    b. Payment: Full compensation, per unit price for concrete curb and gutter, for surface preparation of curb foundation, equipment, labor, tools, and incidentals.
16. Concrete Sidewalk:
    a. Measurement: Square Yard
    b. Payment: Full compensation, per unit price for concrete sidewalk, of the thickness specified in the Drawings, for all reinforcement specified in the Drawings, for all saw-cuts of existing concrete slabs, for all saw-cuts of asphaltic concrete paving for seal joints, for furnishing all materials for seal joints, equipment, labor, tools, and incidentals.
17. Concrete Sidewalk Channel:
    a. Measurement: Square Yard
    b. Payment: Full compensation, per unit price for concrete sidewalk channel, of the thickness specified in the Drawings, for all reinforcement specified in the Drawings, for all saw-cuts of existing concrete slabs, for all saw-cuts of asphaltic concrete paving for seal joints, for furnishing all materials for seal joints, equipment, labor, tools, and incidentals.
18. Galvanized Plate Cover:
    a. Measurement: Each
    b. Payment: Full compensation for galvanized plate cover, for type and width shown on Drawings, furnishing, equipment, labor, tools, and incidentals.

19. 1-Foot Wide Mow Strip:
    a. Measurement: Linear Foot
    b. Payment: Full compensation, per unit price for mow strip, of the thickness specified in the Drawings, for all reinforcement specified in the Drawings, for all saw-cuts of existing concrete slabs, for all saw-cuts of asphaltic concrete paving for seal joints, for furnishing all materials for seal joints, equipment, labor, tools, and incidentals.
20. Parking Block:
    a. Measurement: Each
    b. Payment: Full compensation for provided prefabricated parking blocks meeting Specifications, and equipment, labor, tools, and incidentals.
21. Ty. II Markings (4-Inch)(COLOR W/Y)(SLD):
    a. Measurement: Linear Foot
    b. Payment: Payment: This price is full compensation for application of pavement markings, materials, equipment, labor, tools, and incidentals.
22. Ty. II Markings (Symbol)(Arrow):
    a. Measurement: Each
    b. Payment: This price is full compensation for application of pavement markings, for type specified on Drawings, materials, equipment, labor, tools, and incidentals.
23. Ty. II Markings (Symbol)(ADA):
    a. Measurement: Each
    b. Payment: Payment: This price is full compensation for application of pavement markings, materials, equipment, labor, tools, and incidentals.
24. Ty. II Markings (Symbol)(No Parking):
    a. Measurement: Linear Foot
    b. Payment: Payment: This price is full compensation for application of pavement markings, materials, equipment, labor, tools, and incidentals.
25. Ty. II Markings (24-Inch)(W)(SLD):
    a. Measurement: Linear Foot
    b. Payment: This price is full compensation for application of pavement markings, materials, equipment, labor, tools, and incidentals.
26. Ty. II Markings (Symbol)(YIELD):
    a. Measurement: Each
    b. Payment: This price is full compensation for application of pavement markings, materials, equipment, labor, tools, and incidentals.
27. Rumble Strips:
    a. Measurement: Linear Foot
    b. Payment: Full compensation, per unit price for rumble strips meeting Specifications, and equipment, labor, tools, and incidentals.
28. Thermoplastic Pavement Number:
    a. Measurement: Each
    b. Payment: Full compensation for thermoplastic pavement numbers, meeting Specifications, and equipment, labor, tools, and incidentals.
29. 48-Inch Chain Link Fence:
    a. Measurement: Linear Foot
    b. Payment: Full compensation, per unit price for 48” chain link fence, shown on Drawings, equipment, labor, tools, and incidentals.
30. Chain Link Fence Gate:
    a. Measurement: Each
    b. Payment: Full compensation for fence gate, for type and width shown on Drawings, furnishing, equipment, labor, tools, and incidentals.

31. Bollard:
    a. Measurement: Each
    b. Payment: Full compensation for bollards meeting Specifications, and equipment, labor, tools, and incidentals.
32. Flexible Channelizer Post:
    a. Measurement: Each
    b. Payment: Full compensation for flexible channelizer posts meeting Specifications, and equipment, labor, tools, and incidentals.
33. 10-Foot Curb Inlet:
    a. Measurement: Each
    b. Payment: Full compensation for curb inlet as specified in the Drawings, meeting Specifications, and equipment, labor, tools, and incidentals.
34. Storm Junction Box:
    a. Measurement: Each
    b. Payment: Full compensation for storm junction box as specified in the Drawings, meeting Specifications, and equipment, labor, tools, and incidentals.
35. 24-Inch HDPE Storm Drain:
    a. Measurement: Linear Foot basis as measured along surface from center to center of manholes, junction boxes or appurtenances.
    b. Payment: Full compensation, per unit price for storm drain pipe for size and depth as specified, shown in Drawings.
36. ADA Ramp:
    a. Measurement: Each
    b. Payment: For each type specified in Drawings, for surface preparation, equipment, warning surfaces, labor, tools and incidentals.
37. Transit Shelter:
    a. Measurement: Each
    b. Payment: For type specified in Drawings, including all appurtenances, preparation, foundations, labor, tools, equipment and incidentals. Coordinate with Duo Gard.
38. Remove Curb and Gutter:
    a. Measurement: Linear Foot
    b. Payment: Full compensation, per unit price, for cutting, breaking the material, loading, hauling, unloading, stockpiling or disposing of materials; repair to areas outside designated locations for removal; and equipment, labor, tools, and incidentals.
39. Remove Asphalt Pavement Aggregate/Caliche Base to Full-Depth:
    a. Measurement: Square Yard basis of measure finished area based on defined limits as specified on Drawings.
    b. Payment: Full compensation, per unit price, for cutting, breaking the material, loading, hauling, unloading, stockpiling or disposing of materials; repair to areas outside designated locations for removal; and equipment, labor, tools, and incidentals.
40. Remove Concrete Pavement Aggregate/Caliche Base (if any) to Full-Depth:
    a. Measurement: Square Yard
    b. Payment: Full compensation, per unit price, for cutting, breaking the material, loading, hauling, unloading, stockpiling or disposing of materials; repair to areas outside designated locations for removal; and equipment, labor, tools, and incidentals.

41. Remove Fence Gate:
    a. Measurement: Each
    b. Payment: Full compensation, per unit price, for removal, loading, hauling, unloading, stockpiling or disposing of materials; repair to areas outside designated locations for removal; and equipment, labor, tools, and incidentals.
42. Remove Chain Link Fence:
    a. Measurement: Linear Foot
    b. Payment: Full compensation, per unit price, for removal, loading, hauling, unloading, stockpiling or disposing of materials; repair to areas outside designated locations for removal; and equipment, labor, tools, and incidentals.
43. Remove Curb Inlet:
    a. Measurement: Each
    b. Payment: Full compensation for removal, loading, hauling, unloading, disposing of materials, repairs to areas outside designated location for removal, equipment, labor, tools and incidentals.
44. Manhole Ring and Cover Adjustment:
    a. Measurement: Each
    b. Payment: This price is full compensation of materials, including backfill as required, excavation, equipment, labor, tools, and incidentals.
45. Valve Adjustment:
    a. Measurement: Per Each basis.
    b. Payment: This price is full compensation of materials, including backfill as required, excavation, equipment, labor, tools, and incidentals.
46. 6-Inch C-900 PVC Water Line:
    a. Measurement: Linear Foot basis as measured along the centerline of installed pipe, measured center-of-fitting to center-of-fitting or end-of-pipe without any deduction length intermediate fittings or valves.
    b. Payment: Full compensation, per unit price for 6-inch C-900 PVC water line as specified in the Drawings meeting Specifications, complete and in place at depth shown, equipment, labor, tools, and incidentals.
47. Fittings:
    a. Measurement: Each
    b. Payment: Full compensation, for materials, per unit price for 6-inch PVC 45 deg. bends as specified in the Drawings and meeting Specifications, and equipment, labor, tools, and incidentals.
48. Pavement Patch:
    a. Measurement: Square Yard
    b. Payment: Full compensation, per unit price for pavement patch, as specified in the Drawings and meeting Specifications, complete and in place, equipment, labor, tools, and incidentals.
49. 6-Inch to 8-Inch Rock Rip Rap
    a. Measurement: Square Yard.
    b. Payment: Full compensation, per unit price for rock rip rap, of the thickness specified in the Drawings, equipment, labor, tools, and incidentals.
50. Remove, Salvage, and Relocate Sign #36:
    a. Measurement: Each
    b. Payment: Full compensation for removing existing sign and sign foundations, loading, hauling, unloading, stockpiling existing sign, disposing of sign foundations; installation of sign on new sign foundations, equipment, labor, tools, and incidentals.

51. New "Yield" Sign #13:
    a. Measurement: Each
    b. Payment: Full compensation, per unit price for new "Yield" sign #13, for furnishing, fabricating, galvanizing, installing and erecting the supports and signs; hardware, foundations, and supports; constructing foundations including concrete (when required); preparing and cleaning the signs; materials, equipment, labor, tools, and incidentals.
52. New "Stop" Sign #61:
    a. Measurement: Each
    b. Payment: Full compensation, per unit price for new "Stop" sign #61, for furnishing, fabricating, galvanizing, installing and erecting the supports and signs; hardware, foundations, and supports; constructing foundations including concrete (when required); preparing and cleaning the signs; materials, equipment, labor, tools, and incidentals.
53. New "Stop, One Way, Right Turn Only" Sign #62:
    a. Measurement: Each
    b. Payment: Full compensation, per unit price for new "Stop, One Way, Right Turn Only" sign #62, for furnishing, fabricating, galvanizing, installing and erecting the supports and signs; hardware, foundations, and supports; constructing foundations including concrete (when required); preparing and cleaning the signs; materials, equipment, labor, tools, and incidentals.
54. New Large Sized Signs #24, 36A, 42:
    a. Measurement: Each
    b. Payment: Full compensation, per unit price for new signs #24, 36A, 42, for furnishing, fabricating, galvanizing, installing and erecting the supports and signs; hardware, foundations, and supports; constructing foundations including concrete (when required); preparing and cleaning the signs; materials, equipment, labor, tools, and incidentals.
55. New Small Sized Signs #49, 50, 51, 58, 59, and (2) 66:
    a. Measurement: Each
    b. Payment: Full compensation, per unit price for new signs #49, 50, 51, 58, 59, and (2)66, for furnishing, fabricating, galvanizing, installing and erecting the supports and signs; hardware, foundations, and supports; constructing foundations including concrete (when required); preparing and cleaning the signs; materials, equipment, labor, tools, and incidentals.
56. Reface Large Sized Signs #1, 3, 17, 22, 29, 30, 32:
    a. Measurement: Each
    b. Payment: Full compensation, per unit price for new signs #1, 3, 17, 22, 29, 30, 32, for refacing signs; preparing and cleaning the signs; materials, equipment, labor, tools, and incidentals.
57. Reface Medium Sized Signs #23, 27, 35, 37:
    a. Measurement: Each
    b. Payment: Full compensation, per unit price for new signs #1, 3, 17, 22, 29, 30, 32, for refacing signs; preparing and cleaning the signs; materials, equipment, labor, tools, and incidentals.
58. Parking Lot Location Sign #57:
    a. Measurement: Each
    b. Payment: Full compensation, per unit price for new sign #57, for furnishing, fabricating, galvanizing, installing and erecting the supports and signs; hardware, foundations, and supports; constructing foundations including concrete (when required); preparing and cleaning the signs; materials, equipment, labor, tools, and incidentals.

59. Parking Lot Exit Sign #56, 60:
    a. Measurement: Each
    b. Payment: Full compensation, per unit price for new sign #56, 60, for furnishing, fabricating, galvanizing, installing and erecting the supports and signs; hardware, foundations, and supports; constructing foundations including concrete (when required); preparing and cleaning the signs; materials, equipment, labor, tools, and incidentals.
60. Parking Lot Entry Sign #55:
    a. Measurement: Each
    b. Payment: Full compensation, per unit price for new sign #55, for furnishing, fabricating, galvanizing, installing and erecting the supports and signs; hardware, foundations, and supports; constructing foundations including concrete (when required); preparing and cleaning the signs; materials, equipment, labor, tools, and incidentals.
61. Accessible Parking Sign:
    a. Measurement: Each
    b. Payment: Full compensation, per unit price for new accessible parking sign as specified in the Drawings, for furnishing, fabricating, galvanizing, installing and erecting the supports and signs; hardware, foundations, and supports; constructing foundations including concrete (when required); preparing and cleaning the signs; materials, equipment, labor, tools, and incidentals.
62. Accessible Route Sign:
    a. Measurement: Each
    b. Payment: Full compensation, per unit price for new accessible parking route as specified in the Drawings, for furnishing, fabricating, galvanizing, installing signs; hardware and supports; preparing and cleaning the signs; materials, equipment, labor, tools, and incidentals.
63. Flashing Crosswalk Sign #64:
    a. Measurement: Each
    b. Payment: Full compensation, per unit price for new sign #64, for furnishing, fabricating, galvanizing, installing and erecting the supports and signs; hardware, foundations, and supports; constructing foundations including concrete (when required); preparing and cleaning the signs; materials, equipment, labor, tools, and incidentals.
64. Non-Flashing Crosswalk Sign #65:
    a. Measurement: Each
    b. Payment: Full compensation, per unit price for new sign #65, for furnishing, fabricating, galvanizing, installing and erecting the supports and signs; hardware, foundations, and supports; constructing foundations including concrete (when required); preparing and cleaning the signs; materials, equipment, labor, tools, and incidentals.
65. Landscape Irrigation System, complete:
    a. Measurement: Lump Sum
    b. Payment: Provide new irrigation system with all necessary components as indicated on irrigation plans.
66. Landscape Planting and Materials, complete:
    a. Measurement: Lump Sum
    b. Payment: Provide all landscape materials as indicated on landscape plans.
67. Landscape Demolition:
    a. Measurement: Lump Sum
    b. Payment: Remove existing landscape items in preparation for new landscape as indicated on landscape demolition plans.

68. Abandon and Plug Water Well:
    a. Measurement: Each
    b. Payment: Full compensation, per unit price, for abandoning and plugging water well by licensed water well driller in accordance with TDLR Chapter 76, Section 76.104. See Texas Administrative Code, Title 16, Section 76.104; for completing and submitting state well plugging report as required; for removal, loading, hauling, unloading, stockpiling or disposing of materials; repair to areas outside designated locations for removal; and equipment, labor, tools, and incidentals.

B. Electrical/Instrumentation & Controls:
1. Communication – PARCS System:
    a. Measurement: Lump Sum
    b. Payment: Compensation in full for all the labor and materials required to furnish and install new fiber optic cable and conduit , trenching and boring related to new conduit installation, new ACRE (Matrix Frontier) access control equipment for gate entry/exit within existing access control system, new Avigilon CCTV equipment, new communication equipment and enclosure(s) and all associated equipment as it pertains to the new PARCS, access control and CCTV system expansion as shown on and specified in project documents.
2. PARCS System – Scheidt Bachman Equipment:
    a. Measurement: Lump Sum
    b. Payment: Compensation in full for all the labor, equipment and materials required to furnish and install Scheidt Bachmann parking entry lane, exit lane, payment processing, entry/exit barrier equipment, license plate reading camera system, lane indicators, lot indicators, and any other appurtenances as suggested by the manufacturer to include associated wire and conduit, also included under this bid item is conduit and wire as shown on plans to supply power to parking lot access equipment, terminations as indicated on drawings or as required for a complete and functioning PARCS system.
3. Programming, Integration, Commissioning:
    a. Measurement: Lump Sum
    b. Payment: Compensation in full for all the labor and materials required to program, integrate and commission the newly installed PARCS, access control, CCTV, and communication equipment into the existing airport PARCS, access control, CCTV, and communication system as shown on and specified in project documents.
4. Parking Lot (P6) Lighting System:
    a. Measurement: Lump Sum
    b. Payment: Compensation in full for all the labor, materials, equipment and incidentals required to furnish and install light poles, fixtures and foundations, trenching and backfill, associated conduit and conductors, panelboards, transformers, associated inground pullboxes, power to bus shuttle canopy, any interconnections to other equipment as required for a complete operational system, and all related appurtenances as indicated within Project documents. The lump sum price shall also include all costs for coordination with the Owner, authorities having jurisdiction, other construction trades, and the Engineer to complete the Work. It further includes equipment start-up and testing, extended warranties as specified, and all tools, labor, materials, and equipment necessary for a complete and fully functional installation under this Bid Item.

5. Fiber Optic Cable – Replace and Extend to New System:
   a. Measurement: Lump Sum
   b. Payment: Compensation in full for all the labor and materials required to remove and install fiber-optic cable as shown on project drawings from existing Booth 5 communication to existing RTU panel location as shown on project drawings, connection and verification of functioning lit fiber optic installation as shown on project drawings.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Project Information Management.
   2. Coordination.
   3. Survey.
   4. Electronic drawing file (digital data) request.
   5. Submittal schedule.
   6. Preconstruction meeting.
   7. Request for information.
   8. Progress meetings.
   9. Preinstallation meetings.
   10. Cutting and patching.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 PROJECT INFORMATION MANAGEMENT

A. Project Website:
   1. Use Newforma Info Exchange; https://projects.team-psc.com/UserWeb/Login to send and receive Project information.
   2. Contact Engineer to setup a user name and password information.
   3. If this Project is not listed when logged in, contact Engineer to add this Project to your account.

B. Project information includes, but is not limited to, the following:
   1. Product Submittals.
   2. Requests for Information (RFI).
   3. Applications for Payment.
   4. Schedules.
   5. Construction Change Requests (CCRs).
   6. Closeout Documents.
   7. Construction Document Files.
      a. Weather Days.
      b. Electronic File Requests.
      c. Correspondence.
      d. Test Reports.
      e. Meeting Minutes.
      f. Field Reports.

1.3 COORDINATION

A. Coordinate scheduling, submittals, and Work to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.

B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
D. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
E. Large Apparatus: Any large apparatus which is to be installed in any space and is too large to permit access through windows, doorways, or shafts shall be provided before enclosing structure is completed.
F. Items which require electrical connections shall be coordinated with Division 26 Electrical for:
    1. Voltage.
    2. Phase.
    3. Ampacity.
    4. Number and size of wires.
    5. Wiring diagrams.
    6. Starter size, details, and location.
    7. Control devices and details.
G. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owner's occupancy.
H. After Owner occupancy of premises, coordinate access to site with Owner for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.4 SURVEY

A. Employ surveyor registered in the State of Texas to locate survey control and reference points.
B. Protect survey control and reference points.
C. Control datum for survey is that shown on Drawings.
D. Verify set-backs and easements, and confirm Drawing dimensions and elevations.
E. Provide field surveying services. Establish elevations, lines, and levels, utilizing recognized surveying practices.
F. Submit registered site drawing and certificate signed by registered surveyor that elevations and locations of Work are in conformance with Contract Documents.

1.5 ELECTRONIC DRAWING FILE (DIGITAL DATA) REQUEST

A. Upon Award of Contract:

1. At the pre-construction meeting, Contractor shall bring the executed Digital Data Licensing Agreement (AIA C106-2022) at the end of this Section for the release of electronic files. Upon Contractor submitting the executed Agreement to the Engineer, the Engineer will provide the Contractor one (1) electronic copy of the Revit®BIM Model file(s), AutoCAD (.dwg) file(s), when Revit®BIM Model file is not available, and Portable Document Format (.pdf) file(s) at no charge within 5 working days. **Note that CAD files associated with the work can be accessed and exported from the Revit®BIM Model provided to the Contractor through the use of Revit®software; therefore, individual CAD files will not be provided by the Engineer**.
2. The Revit®BIM Model file provided to the Contractor is NOT FOR CONSTRUCTION PURPOSES, but for convenience only. This BIM Model will consist of the original model utilized for base bid. It is the responsibility of the Contracor to coordinate all accepted alternates, addenda, Request for Information, Porposal Requests, and any other changes realized during the procurement and construction phases. The Architect will not provide up-to-date Contract Documents or updated BIM Models to the Contractor unless otherwise stated within the Owner/Engineer Agreement.
3. Conformed Construction Documents: If Conformed Construction Documents are required by the Owner/Engineer Agreement, they will be provided in PDF. Conformed Construction Documents are the Drawings and Specifications modified to include any Addenda issued before execution of the Contract.
    a. To the extent Conformed Construction Documents are provided to the Contractor, the following provisions shall apply:
        1) The Conformed Construction Documents and related information contained therein, are provided for Contractor's convenience only, and does not relieve the Contractor from the requirements of the Contract Documents. Specifically, to the extent that any discrepancy or conflict exists between the Issue for Bid documents, including any Addenda issued prior to execution of the Contact or Modifications issued after the execution of the Contact on the one hand, and the Conformed Construction Documents on the other; the Issue for Bid documents, Addenda, and Modifications shall control unless otherwise specified in writing by the Engineer.
        2) Contractor shall not use such drawings, documents, or other data, in whole or in part, for any purpose or project other than this Project in the preparation of Shop Drawings and other submittals.
        3) Contractor acknowledges that such drawings, documents, and other data are subject to change or modification. Contractor shall be responsible for updating any drawings, documents, or other data obtained prior to use by them for any purpose.
        4) Any Conformed Construction Documents, including any Drawings, Specifications, documents, or other data related thereto are provided "as is" without representation or warranty by Engineer, either expressed or implied.

5) Contractor acknowledges that Conformed Construction Documents provided by Engineer are as a courtesy to Contractor, at their specific request, and accordingly, CONTRACTOR HEREBY AGREES TO RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY ENGINEER AND OWNER FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, WHICH CONTRACTOR OR ANY THIRD PARTY MAY HAVE BY REASON OF ANY INJURY OR DAMAGE SUSTAINED BY CONTRACTOR OR THIRD PARTY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF SUCH CONFORMED CONSTRUCTION DOCUMENTS.

1.6 SUBMITTAL SCHEDULE

A. Prepare submittal schedule in accordance with General Conditions of the Contract for Construction.
B. Include in submittal schedule all submittals and samples required by all section of this Project Manual and any additional submittals required by the Contractor to construct the Project.
C. Submit submittal schedule for Engineer's review within 15 days after date established in Notice to Proceed or with the first Application for Payment, whichever is sooner. **Failure to submit submittal schedule with the first Application for Payment will be cause for not processing Application for Payment.**

1.7 PRECONSTRUCTION MEETING

A. Engineer will schedule a meeting after Notice to Proceed.
B. Attendance Required:
   1. Owner.
   2. Engineer.
   3. Contractor.
   4. Major subcontractors.
C. Agenda:
   1. Submission of executed bonds and insurance certificates.
   2. Distribution of Contract Documents.
   3. Submission of list of subcontractors, list of products, Schedule of Values, submittal schedule, and progress schedule.
   4. Designation of personnel representing each party in Contract and Architect.
   5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, Request for Information (RFI), and Contract closeout procedures.
   6. Review Notice to Proceed (NTP) and Substantial Completion Dates.
   7. Workers' Identification and Background Checks.
   8. Surface drainage requirements (SWPPP).
   9. Scheduling:
      a. Use of premises by Owner and Contractor.
      b. Owner's requirements and occupancy.
      c. Survey and building layout.
      d. Security and housekeeping procedures.
      e. Construction progress meetings.
      f. Procedures for testing.
      g. Procedures for maintaining record documents.

h. Requirements for start-up of equipment.
i. Inspection and acceptance of equipment put into service during construction period.

10. Scheduling activities of Construction Material Testing (CMT) lab.

D. Record minutes and distribute copies within 3 days after meeting to participants with 2 copies to Engineer and those affected by decisions made.

1.8 REQUEST FOR INFORMATION

A. Request for information (RFI) requests from subcontractors or material suppliers will not be considered. All RFI's must be submitted by Contractor.
B. RFI's must be submitted to Engineer via software as indicated in Article 1.2.A
C. Information indicated on RFI shall be complete before submission. If Enginner determines that request can be answered with information provided, Engineer will assign an RFI tracking number. Requests determined by Engineer not to be an RFI will be returned to Contractor electronically and deleted from Engineer electronic tracking software without being assigned an RFI tracking number. A transmittal document returning the denied RFI request will be provided with a response indicating action to be taken by Contractor.
D. RFIs may contain more than one item when items are related issues. Otherwise, only one item shall be addressed on each RFI request.
E. Allow 7 days for Architect's response to each RFI.
F. Response to RFI will be issued to Contractor and Owner per Section 01 33 00 "Submittal Procedures."
G. Responses from Engineer are not changes unless issued with a change per Section 01 20 00 "Price and Payment Procedures."
H. Section 01 30 01 is a sample RFI Form. Contractor will be provided a blank for its use. RFI submitted without this form will be returned without review and unanswered.

1.9 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of Work at minimum monthly intervals.
B. Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
C. Attendance Required:
1. Owner.
2. Job superintendent.
3. Major subcontractors.
4. Suppliers.
5. Engineer as appropriate to agenda topics for each meeting.
D. Agenda:
1. Field observations, problems, and decisions.
2. Identification of problems which impede planned progress.
3. Review of submittals schedule and status of submittals.
4. Review of off-site fabrication and delivery schedules.
5. Maintenance of progress schedule.
6. Corrective measures to regain projected schedules.
7. Planned progress during succeeding work period.
8. Coordination of projected progress.
9. Maintenance of quality and work standards.
10. Effect of proposed changes on progress schedule and coordination.

11. Other business relating to Work.

E. Record minutes, and distribute copies within 3 days to Engineer , participants, and those affected by decisions made.

1.10 PREINSTALLATION MEETING

A. When required in individual specification Sections, convene a preinstallation meeting at site prior to installing Work.
B. Require attendance of parties directly affecting, or affected by, Work.
C. Notify Architect 7 days in advance of meeting date.
D. Prepare agenda and preside at meeting.
   1. Review conditions of installation, preparation and installation procedures.
   2. Review coordination with related work.
E. Record minutes, and distribute copies within 3 days after meeting to participants.

PART 2 - PRODUCTS

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

A. Motors: Specific motor type is specified in individual Specification Sections.
B. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
C. Cord and Plug: Provide minimum 6-foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Verify that existing substrate is capable of structural attachment of new Work being applied or attached.
C. Examine and verify specific conditions described in individual Specification Sections.
D. Verify that utility services are available, of correct characteristics, and in correct location.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply any manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.3 CUTTING AND PATCHING

A. Employ skilled and experienced installer to perform cutting and patching.
B. Submit request in advance of cutting or altering elements which affects:
   1. Structural integrity of element.
   2. Integrity of weather-exposed or moisture-resistant elements.

3. Efficiency, maintenance, or safety of element.
4. Visual qualities of sight-exposed elements.
5. Work of Owner or separate contractor.

C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
1. Fit several parts together, to integrate with other Work.
2. Uncover Work to install or correct ill-timed Work.
3. Remove and replace defective and non-conforming Work.
4. Remove samples of installed Work for testing.
5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Execute work by methods which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.

E. Cut rigid materials using masonry saw or core drill.

F. Restore Work with new products in accordance with requirements of Contract Documents.

G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For an assembly, refinish entire unit.

J. Identify any hazardous substance or condition exposed during Work to Architect for decision or remedy.

END OF SECTION

Parkhill

RFI No. _____

TO:

FROM:

SUBMITTED BY:

PROJECT NAME:

PROJECT NO.:

* Items to be completed by Contractor before submittal to Parkhill for review. RFI form must be fully completed for Parkhill to respond.

Issue Date:		***Requested Reply Date:**	

***RFI DESCRIPTION:** *(Fully describe the question or type of information requested. Provide photos and/or sketches as applicable to help with the description. Additional pages may be attached, if needed.)*

***REFERENCES/ATTACHMENTS:** *(List specific documents researched when seeking the information requested.)*

Specifications	Drawings	Other

**Disciplines involved (select one or more):*

☐Architect ☐Civil ☐Landscape Architect ☐Interior Designer ☐Structural ☐Mechanical ☐Plumbing
☐Electrical ☐Cost Other _____

***CONTRACTOR PROPOSED SOLUTION:** *(If RFI concerns a site or construction condition, the sender shall provide a recommended solution, including cost and/or schedule considerations before Parkhill can respond. The proposal solution shall consist of a revised text, sketches, drawings, etc. as applicable to a full and complete explanation.)*

RESPONSE: *(Provide answer to RFI, including cost and/or schedule considerations, revised text, sketches, drawings, etc. as applicable to fully explain response. Additional pages may be attached, if needed.)*

Response by:_____ ☐ Attachments:

Copies: ☐ Owner ☐ Consultants

Note: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Construction Change Request must be executed in accordance with the Contract Documents.

SAMPLE

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Digital Data Licensing Agreement

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Party transmitting Digital Data ("Transmitting Party"):
(Name, address, and contact information, including electronic addresses)

and the Party receiving the Digital Data ("Receiving Party"):
(Name, address, and contact information, including electronic addresses)

for the following Project:
(Name and location or address of the Project)

for the following Digital Data ("Digital Data"):
(Identify below, in detail, the information created or stored in digital form that the Parties intend to be subject to this Agreement.)

[Revit Models (.rvt files)]
[AutoCAD (.dwg files)]
[Portable Document Format (.pdf)]

The Transmitting Party and Receiving Party agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 TRANSMISSION OF DIGITAL DATA

3 LICENSE CONDITIONS

4 LICENSING FEE OR OTHER COMPENSATION

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data and to set forth the license terms.

§ 1.2 This Agreement is the entire and integrated agreement between the Parties. Except as specifically set forth herein, this Agreement does not create any other contractual relationship between the Parties.

§ 1.3 Confidential Digital Data is Digital Data containing confidential or business proprietary information that the Transmitting Party designates as "confidential."

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively for the uses, and in accordance with the terms, set forth in Article 3.

§ 2.2 Only the Receiving Party is permitted to access and use the Digital Data. Unlicensed and unauthorized access or use by third parties is strictly prohibited except as set forth in Section 2.4.1.

§ 2.3 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party is the copyright owner of the Digital Data or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

§ 2.4 Where the Transmitting Party has designated information furnished pursuant to this Agreement as "confidential," the Receiving Party shall keep the information confidential and shall not disclose it to any other person or entity except as set forth in Section 2.4.1.

§ 2.4.1 The Receiving Party may disclose Confidential Digital Data after seven (7) days' notice to the Transmitting Party where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Receiving Party may also disclose Confidential Digital Data to its employees, consultants, sureties, subcontractors and their employees, sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.5 By transmitting Digital Data, the Transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the Receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to those uses, and in accordance with the terms, set forth in Article 3, and nothing contained in this Agreement conveys any other right to use the Digital Data.

§ 2.6 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

§ 2.7 Transmission of the Digital Data does not abridge or extinguish the Transmitting Party's rights, including, to the extent applicable, exclusive ownership interest, in such information under all applicable state, federal, and international laws including, without limitation, laws governing the protection of copyrights and intellectual property.

§ 2.8 The provisions of this Article 2 shall survive the termination of this Agreement.

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ARTICLE 3 LICENSE CONDITIONS

§ 3.1 The Receiving Party may use and rely upon the Digital Data to the extent set forth in this Article 3.

(Paragraph deleted)

[X] **§ 3.1.1** The Digital Data is transmitted solely for the Receiving Party's information. Receiving Party acknowledges that any use of the Digital Data shall be at Receiving Party's sole risk. The Receiving Party accepts the Digital Data "as is" without any warranty or representations from the Transmitting Party as to whether the Digital Data is accurate, complete, or fit for use as intended by the Receiving Party. The Receiving Party is solely responsible for verifying whether the Digital Data is accurate, complete, or fit for the Receiving Party's intended use.

(Paragraphs deleted)

§ 3.1.1.1 This Digital Data is part of the Transmitting Party's Instruments of Service and shall not be used by Receiving Party or anyone else receiving this data through or from the Receiving Party for any purpose other than as a convenience in the preparation of bid submittals, shop drawings, coordination drawings, construction phase submittals, and field layout and staking required by the Owner for the exclusive use of the referenced Project. Any use or reuse by the Receiving Party or by others will be at the Receiving Party's sole risk and without liability or legal exposure to Transmitting Party. The Receiving Party agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Transmitting Party, its officers, directors, employees, or subconsultants that may arise out of or in connection with Receiving Party's use of this Digital Data.

§ 3.1.1.2 No representation as to the compatibility of this Digital Data with Receiving Party's hardware or software is provided.

§ 3.1.1.3 This Digital Data is not a Construction Document. Differences may exist between this Digital Data and corresponding two-dimensional hard-copy Construction Document. The Transmitting Party makes no representation regarding the accuracy or completeness of the Digital Data the Receiving Party receives. In the event that a conflict arises between the signed/sealed two-dimensional hard-copy Construction Document prepared by Transmitting Party and the Digital Data, the signed/sealed two-dimensional hard-copy Construction Document shall govern. The Receiving Party is responsible for determining if any conflict exists. By the Receiving Party's use of this Digital Data, Receiving Party is not relieved of their duty to fully comply with the Contract Documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, field measurements, verify field conditions and coordination of work with that of other contractors for the Project.

§ 3.1.1.4 Because information presented in the Digital Data can be modified, unintentionally or otherwise, the Transmitting Party reserves the right to remove all indicia of ownership and/or involvement from each Digital Data.

§ 3.1.1.5 Under no circumstances shall delivery of this Digital Data for use by the Receiving Party be deemed a sale of document ownership by Transmitting Party, and no warranties, either express or implied, of merchantability or fitness for any particular purpose is made. In no event shall the Transmitting Party be liable for any loss of profit or any consequential damages as a result of the Receiving Party's use or reuse of this Digital Data.

§ 3.1.1.6 The Digital Data file does not necessarily contain all the information that is required to produce finished Construction Documents. Because of this, there may be data within the Digital Data that is missing, incomplete or even contradictory to the information provided in the final two dimensional Construction Documents.

§ 3.1.1.7 Professional judgment will need to be used by the Receiving Party, along with reasonable expectations and interpretations in order to use the Digital Data for its intended purpose. Should the Transmitting Party provide revised and updated copies of the Digital Data to the Receiving Party throughout the Project, all terms and conditions of this agreement will be applicable and unchanged for all subsequent transmissions of the Digital Data

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ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation for the Receiving Party's use of the Digital Data:

(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)

This Agreement is entered into as of the day and year first written above and terminates one year from said date, except as set forth below.

(Indicate when this Agreement will terminate, if other than one year from the date it was entered into, and other conditions related to termination.)

N/A

PARKHILL	**[RECEIVING PARTY]**
TRANSMITTING PARTY *(Signature)*	**RECEIVING PARTY** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Submittal procedures.
   2. Resubmittal requirements.
   3. Construction progress schedules.
   4. Proposed products list.
   5. Shop drawings.
   6. Product data.
   7. Samples.
   8. Design data.
   9. Test reports.
   10. Certificates.
   11. Manufacturers' instructions.
   12. Manufacturers' field reports.
   13. Erection drawings.
   14. Construction photographs.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 20 00 "Price and Payment Procedures" for Schedule of Values; Inspecting and Testing Allowances.
   3. Section 01 30 00 "Administrative Requirements" for Project information management.
   4. Section 01 40 00 "Quality Requirements" for manufacturers' field services and reports; Testing Laboratory Services.
   5. Section 01 70 00 "Execution and Closeout Requirements" for Contract warranty, manufacturer's certificates, and closeout submittals.

1.2 SUBMITTAL PROCEDURES

A. Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Produce copies and distribute in accordance with this Article.

C. Use Project website to submit record documents as described in Section 01 70 00 "Execution and Closeout Requirements."

D. A complete submittal consists of all the items required within an individual specification section, i.e. product data, shop drawings, LEED information, product samples, etc. for every material and component within the specification sections. All submittals documents shall be clearly marked as to the specific item within the document that is being submitted for review. Contents of the submittals document that is not pertinent shall be struck-thru.

E. Transmit each submittal separately with Contractor's standard transmittal letter including Contractor's name, address, and phone number. Each submittal shall contain only one Specification Section.

F. Sequentially number transmittal forms using Section number or Contractors other sequential numbering system.

G. Identify Project, Contractor, subcontractor, or supplier; pertinent drawing sheet and detail number(s), and Specification Section number appropriate to submittal.
H. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with requirements of Work and Contract Documents.
I. Schedule submittals to expedite Project, and deliver to Engineer. Coordinate submission of related items.
J. For each submittal for review, allow 15 calendar days excluding delivery time to and from Contractor.
K. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work. Information, comments, field verifications, responses, or other notations marked on submittals by Contractor shall be done in blue or green colors only.
L. Allow space on submittals for Contractor and Engineer's review stamps.
M. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
N. Submittals not requested will not be recognized or processed.
O. Format:
    1. Submit all submittals digitally using .PDF file extension. Each submittal shall be a single .PDF file including transmittal letter. Multiple files for same submittal will not be accepted.
    2. Submittals in any other format, including .ZIP files, will be rejected.
    3. Hard copies will not be accepted.
    4. To ensure each page is legible, .PDF pages of drawings shall be same size/scale as a hard copy. Where applicable, scale symbols should be provided to indicate scale. Illegible submittals will be rejected.
    5. Uploaded submittals to Project website.
P. Submittal procedures described in this Article applies to construction progress schedule, products list, shop drawings, product data, samples (actual samples and digital files of same), design data, test reports, certificates, manufacturer's instructions and field reports, erection drawings, and any other type of submittal submitted to Engineer.

1.3 RESUBMITTAL REQUIREMENTS

A. Revise and resubmit submittals, as required, and resubmit to meet requirements as specified and as noted on submittal reviews.
B. Mark as RESUBMITTAL.
C. Re-use original transmittal number and supplement with sequential alphabetical or numeric suffix for each re-submittal.

1.4 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule for Engineer's review within 15 calendar days after date established in Notice to Proceed or with the first Application for Payment, whichever is sooner.
B. Revise and resubmit as required.
C. Submit revised schedule with each Application for Payment, identifying changes since previous version.
D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
E. Indicate estimated percentage of completion for each item of Work at each submission.

F. Dates reviewed submittals will be required from Engineer. Indicate decision dates for selection of finishes. Submit separate schedule of submittal dates for following:
   1. Shop drawings.
   2. Product data.
   3. Samples.
   4. Owner furnished products.
   5. Products identified under Allowances.

G. Determine appropriate lead times to allow for manufacturing and delivery of products/material for incorporation into Work. Indicate product/material manufacturer's lead-time for manufacturing and delivery to site. Include as a separate line for each product/material. Failure to timely submit and process submittals, and ordering of products/materials for delivery to site will not be grounds for approval of substitutions for other products/materials.

H. Indicate delivery dates for Owner furnished products and products identified under Allowances.

I. Revisions to Schedules:
   1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
   2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
   3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

1.5 PROPOSED PRODUCTS LIST

A. Within 15 calendar days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.6 SHOP DRAWINGS

A. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

B. Printable Image Size: Minimum 8-1/2 by 11 inches and maximum 30 by 42 inches.

C. Draw details to a minimum scale of 1/2-inch equal to 1 foot.

D. Draw site plans to same scale indicated on Contract Drawings.

E. Draw other plans to a minimum scale of 1/8-inch equal to 1 foot.

F. Construction Documents (electronic or paper format) issued by Engineer cannot be used in any shape, form, or fashion in creation and development of shop drawings, except that electronic files containing floor plans or site plans which have been acquired from Engineer may be used as backgrounds for Contractor, subcontractors, sub-subcontractors, and material suppliers in shop drawing process.

G. In creation and publication of Shop Drawings, under no circumstances shall Design Professional's seal or title block of drawing be reproduced. Shop drawings must be original works from Contractor, subcontractors, sub-subcontractors, and material suppliers.

1.7 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
B. Include recommendations for application and use, and reference to compliance with specified standards of trade associations and testing agencies.
C. Include notation of special coordination requirements for interfacing with adjacent work and building utilities where applicable.
D. After review, distribute in accordance with "Submittal Procedures" Article above and provide copies for Record Documents described in Section 01 70 00 "Execution and Closeout Requirements."

1.8 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Submit physical sample after color digital image (photo or scanned .PDF) of sample has been electronically submitted to Project Management website with appropriate Transmittal Letter(s). Coordinate sample submittals for interfacing work.
B. Unless otherwise specified, submit samples of finishes from manufacturers' full range of standard colors, textures, and patterns, for Engineer's selection.
C. Where variations in color, pattern, or texture are inherent in material or product, submit multiple samples to indicate approximate range or variations.
D. Include full Project information and identification of manufacturer, model number, type, style and color on each sample.
E. Submit number of samples specified in individual Specification Sections; one of which will be retained by Engineer.

1.9 DESIGN DATA

A. Submit for Engineer's knowledge as Contract Administrator or for Owner.
B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.10 TEST REPORTS

A. Submit for Engineer's knowledge as Contract Administrator or for Owner.
B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.11 CERTIFICATES

A. When specified in individual Specification Sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Engineer .
B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
C. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.

1.12 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual Specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
B. Identify conflicts between manufacturers' instructions and Contract Documents.
C. Indicate special procedures, conditions requiring special attention and special environmental criteria required for application or installation.

1.13 MANUFACTURER'S FIELD REPORTS

A. Submit reports for Engineer's benefit as Contract Administrator or for Owner.
B. Submit report within 30 days of observation to Engineer for information.
C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.14 ERECTION DRAWINGS

A. Submit drawings for Engineer 's benefit as Contract Administrator or for Owner.
B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
C. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

1.15 CONSTRUCTION PHOTOGRAPHS

A. Each month submit photographs to Engineer with Application for Payment.
B. Photographs:
    1. Format: JPEG file extension; color.
    2. Subject:
        a. Take 2 site photographs from differing directions and 5 interior photographs indicating relative progress of Work, 5 days maximum prior to submitting pay request.
C. Identify photographs with date, time, orientation, and Project identification.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Quality control and control of installation.
   2. Tolerances.
   3. References.
   4. Testing and Inspection services.
   5. Examination.
   6. Preparation.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 30 00 "Administrative Requirements" for Project information management.
   3. Section 01 33 00 "Submittal Procedures" for submission of manufacturers' instructions and certificates.
   4. Section 01 60 00 "Product Requirements" for requirements for material and product quality.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
B. Comply with manufacturers' instructions, including each step in sequence.
C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
D. Comply with specified standards as a minimum quality for Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
E. Perform Work by persons qualified to produce workmanship of specified quality.
F. Verify field measurements are as indicated on shop drawings or as instructed by manufacturer.
G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
C. Adjust products to appropriate dimensions; position before securing in place.

1.4 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by Code.
C. Obtain copy of standards when required by Specification Section.
D. Neither contractual relationship, duties, nor responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.5 TESTING AND INSPECTION SERVICES

A. Owner will appoint, employ, and pay for specified services of an independent firm to perform inspection and testing.
B. The independent firm will perform inspections, tests, and other services specified in individual Specification Sections and as required by Engineer or Owner.
C. Testing, inspections and source quality control may occur on or off Project site. Perform off-site testing as required by Engineer or Owner.
D. Submit independent testing laboratory firm's reports to Engineer. Reports to include observations and results of tests and will indicate compliance or non-compliance with Contract Documents.
E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, provide safe access to Project site, and provide assistance by incidental labor as requested.
    1. Notify Engineer and independent firm 48 hours prior to expected time for operations requiring services.
    2. Pay for additional samples and tests required for Contractor's use.
F. Employment of independent testing agency or laboratory does not relieve Contractor from performing Work to Contract requirements.
G. Re-testing and/or re-inspection required because of non-conformance to specified requirements will be charged to Contractor by deducting re-testing and/or re-inspection charges from Contract Sum/Price.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
C. Examine and verify specific conditions described in individual Specification Sections.
D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.
B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
H. "Provide": Furnish and install, complete and ready for the intended use.
I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
    1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.
C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
    1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Engineerural Manufacturers Association; (See FGIA).
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Engineers (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.plib.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Engineerural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
34. ASSP - American Society of Safety Professionals (The); www.assp.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AVIXA - Audiovisual and Integrated Experience Association; (Formerly: Infocomm International); www.avixa.org.

38. AWEA - American Wind Energy Association; www.awea.org.
39. AWI - Engineerural Woodwork Institute; www.awinet.org.
40. AWMAC - Engineerural Woodwork Manufacturers Association of Canada; www.awmac.com.
41. AWPA - American Wood Protection Association; www.awpa.com.
42. AWS - American Welding Society; www.aws.org.
43. AWWA - American Water Works Association; www.awwa.org.
44. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
45. BIA - Brick Industry Association (The); www.gobrick.com.
46. BICSI - BICSI, Inc.; www.bicsi.org.
47. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
48. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
49. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
50. CDA - Copper Development Association; www.copper.org.
51. CE - Conformite Europeenne; www.ec.europa.eu/growth/single-market/ce-marking.
52. CEA - Canadian Electricity Association; www.electricity.ca.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.compositepanel.org.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - CSA Group; www.csa-group.org.
65. CSI - Cast Stone Institute; www.caststone.org.
66. CSI - Construction Specifications Institute (The); www.csiresources.org.
67. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
68. CTA - Consumer Technology Association; www.cta.tech.
69. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.coolingtechnology.org.
70. CWC - Composite Wood Council; (See CPA).
71. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
72. DHA - Decorative Hardwoods Association; (Formerly: Hardwood Plywood & Veneer Association); www.decorativehardwoods.org.
73. DHI - Door and Hardware Institute; www.dhi.org.
74. ECA - Electronic Components Association; (See ECIA).
75. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
76. ECIA - Electronic Components Industry Association; www.ecianow.org.
77. EIA - Electronic Industries Alliance; (See TIA).
78. EIMA - EIFS Industry Members Association; www.eima.com.
79. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
80. EOS/ESD Association; (Electrostatic Discharge Association); www.esda.org.
81. ESTA - Entertainment Services and Technology Association; (See PLASA).

82. ETL - Intertek (See Intertek); www.intertek.com.
83. EVO - Efficiency Valuation Organization; www.evo-world.org.
84. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
85. FGIA - Fenestration and Glazing Industry Alliance; https://fgiaonline.org.
86. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
87. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
88. FM Approvals - FM Approvals LLC; www.fmapprovals.com.
89. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
90. FRSA - Florida Roofing, Sheet Metal Contractors Association, Inc.; www.floridaroof.com.
91. FSA - Fluid Sealing Association; www.fluidsealing.com.
92. FSC - Forest Stewardship Council U.S.; www.fscus.org.
93. GA - Gypsum Association; www.gypsum.org.
94. GANA - Glass Association of North America; (See NGA).
95. GS - Green Seal; www.greenseal.org.
96. HI - Hydraulic Institute; www.pumps.org.
97. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
98. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
99. HPVA - Hardwood Plywood & Veneer Association; (See DHA).
100. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
101. IAS - International Accreditation Service; www.iasonline.org.
102. ICBO - International Conference of Building Officials; (See ICC).
103. ICC - International Code Council; www.iccsafe.org.
104. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
105. ICPA - International Cast Polymer Association; www.theicpa.com.
106. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
107. IEC - International Electrotechnical Commission; www.iec.ch.
108. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
109. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
110. IESNA - Illuminating Engineering Society of North America; (See IES).
111. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
112. IGMA - Insulating Glass Manufacturers Alliance; (See FGIA).
113. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.org.
114. II - Infocomm International; (See AVIXA).
115. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
116. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
117. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
118. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
119. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
120. ISO - International Organization for Standardization; www.iso.org.
121. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
122. ITU - International Telecommunication Union; www.itu.int.
123. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
124. LMA - Laminating Materials Association; (See CPA).

125. LPI - Lightning Protection Institute; www.lightning.org.
126. MBMA - Metal Building Manufacturers Association; www.mbma.com.
127. MCA - Metal Construction Association; www.metalconstruction.org.
128. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
129. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
130. MHI - Material Handling Industry; www.mhi.org.
131. MIA - Marble Institute of America; (See NSI).
132. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
133. MPI - Master Painters Institute; www.paintinfo.com.
134. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
135. NAAMM - National Association of Engineerural Metal Manufacturers; www.naamm.org.
136. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
137. NADCA - National Air Duct Cleaners Association; www.nadca.com.
138. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
139. NALP - National Association of Landscape Professionals; www.landscapeprofessionals.org.
140. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
141. NBI - New Buildings Institute; www.newbuildings.org.
142. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
143. NCMA - National Concrete Masonry Association; www.ncma.org.
144. NEBB - National Environmental Balancing Bureau; www.nebb.org.
145. NECA - National Electrical Contractors Association; www.necanet.org.
146. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
147. NEMA - National Electrical Manufacturers Association; www.nema.org.
148. NETA - InterNational Electrical Testing Association; www.netaworld.org.
149. NFHS - National Federation of State High School Associations; www.nfhs.org.
150. NFPA - National Fire Protection Association; www.nfpa.org.
151. NFPA - NFPA International; (See NFPA).
152. NFRC - National Fenestration Rating Council; www.nfrc.org.
153. NGA - National Glass Association (The); (Formerly: Glass Association of North America); www.glass.org.
154. NHLA - National Hardwood Lumber Association; www.nhla.com.
155. NLGA - National Lumber Grades Authority; www.nlga.org.
156. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
157. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
158. NRCA - National Roofing Contractors Association; www.nrca.net.
159. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
160. NSF - NSF International; www.nsf.org.
161. NSI - National Stone Institute; (Formerly: Marble Institute of America); www.naturalstoneinstitute.org.
162. NSPE - National Society of Professional Engineers; www.nspe.org.
163. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
164. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
165. NWFA - National Wood Flooring Association; www.nwfa.org.
166. NWRA - National Waste & Recycling Association; www.wasterecycling.org
167. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
168. PDI - Plumbing & Drainage Institute; www.pdionline.org.

169. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
170. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
171. RFCI - Resilient Floor Covering Institute; www.rfci.com.
172. RIS - Redwood Inspection Service; www.redwoodinspection.com.
173. SAE - SAE International; www.sae.org.
174. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
175. SDI - Steel Deck Institute; www.sdi.org.
176. SDI - Steel Door Institute; www.steeldoor.org.
177. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
178. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
179. SIA - Security Industry Association; www.siaonline.org.
180. SJI - Steel Joist Institute; www.steeljoist.org.
181. SMA - Screen Manufacturers Association; www.smainfo.org.
182. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
183. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
184. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
185. SPIB - Southern Pine Inspection Bureau; www.spib.org.
186. SPRI - Single Ply Roofing Industry; www.spri.org.
187. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
188. SSINA - Specialty Steel Industry of North America; www.ssina.com.
189. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
190. STI - Steel Tank Institute; www.steeltank.com.
191. SWI - Steel Window Institute; www.steelwindows.com.
192. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
193. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
194. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
195. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
196. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
197. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
198. TMS - The Masonry Society; www.masonrysociety.org.
199. TPI - Truss Plate Institute; www.tpinst.org.
200. TPI - Turfgrass Producers International; www.turfgrasssod.org.
201. TRI - Tile Roofing Institute; www.tileroofing.org.
202. UL - Underwriters Laboratories Inc.; www.ul.com.
203. UL LLC - UL LLC; www.ul.com.
204. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
205. USAV - USA Volleyball; www.usavolleyball.org.
206. USGBC - U.S. Green Building Council; www.usgbc.org.
207. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
208. WA - Wallcoverings Association; www.wallcoverings.org.
209. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
210. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
211. WDMA - Window & Door Manufacturers Association; www.wdma.com.
212. WI - Woodwork Institute; www.wicnet.org.
213. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
214. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
   1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
   2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
   3. ICC - International Code Council; www.iccsafe.org.
   4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
   1. COE - Army Corps of Engineers; www.usace.army.mil.
   2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
   3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
   4. DOD - Department of Defense; www.quicksearch.dla.mil.
   5. DOE - Department of Energy; www.energy.gov.
   6. EPA - Environmental Protection Agency; www.epa.gov.
   7. FAA - Federal Aviation Administration; www.faa.gov.
   8. FG - Federal Government Publications; www.gpo.gov/fdsys.
   9. GSA - General Services Administration; www.gsa.gov.
   10. HUD - Department of Housing and Urban Development; www.hud.gov.
   11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
   12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
   13. SD - Department of State; www.state.gov.
   14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
   15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
   16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
   17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
   18. USP - U.S. Pharmacopeial Convention; www.usp.org.
   19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
   1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.govinfo.gov.
   2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
   3. DSCC - Defense Supply Center Columbus; (See FS).
   4. FED-STD - Federal Standard; (See FS).
   5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
      a. Available from Defense Standardization Program; www.dsp.dla.mil.
      b. Available from General Services Administration; www.gsa.gov.
      c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.

6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Engineerural & Transportation Barriers Compliance Board; (See USAB).

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Temporary Utilities:
      a. Electricity.
      b. Lighting.
      c. Communication services.
      d. Water.
      e. Sanitary.
   2. Construction Facilities:
      a. Field offices and sheds.
      b. Vehicular access.
      c. Parking.
      d. Progress cleaning.
      e. Project identification.
      f. Traffic regulation.
   3. Temporary Controls:
      a. Barriers.
      b. Fencing.
      c. Security.
      d. Water control.
      e. Dust control.
      f. Erosion and sediment control.
      g. Protection of Work.
   4. Removal of utilities, facilities, and controls.

B. Related Requirements:
   1. Divisions 01 Specification Sections apply to Work of this Section.
   2. Section 01 70 00 "Execution and Closeout Requirements" for final cleaning.

1.2 TEMPORARY ELECTRICITY

A. Provide temporary electric feeder from Utility Providers existing electrical service at location as directed. Power consumption shall not disrupt Owner's need for continuous service.

B. Provide separate metering and pay utility provider for cost of energy used.

C. Provide power outlets for construction operations, with branch wiring and distribution boxes as required.

D. Provide flexible power cords as required.

E. Provide main temporary service disconnect and overcurrent protection at convenient location in conformance with National Electric Code.

F. Permanent convenience receptacles may not be utilized during construction.

G. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
   1. Provide 20 ampere duplex outlets, single phase circuits for power tools for every 2,000 sq. ft. of active work area and at specific locations as required.
   2. Provide 20 ampere, single phase branch circuits for lighting.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Existing building lighting may not be utilized during construction. Provide and maintain 1 watt/sq. ft. lighting to exterior staging and storage areas after dark for security purposes.
B. Provide and maintain 0.25 watt/sq. ft. H.I.D. lighting to interior work areas after dark for security purposes.
C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
D. Maintain lighting and provide routine repairs.

1.4 TEMPORARY COMMUNICATION SERVICES

A. As a minimum, provide cellular mobile telephone service for on-site superintendent and home office telephone service.
B. Owner's communication systems shall not be used.
C. Provide field office with the following service:
    1. Provide data service including all required equipment (modems, filters, etc.) with minimum 5.0Mbps downstreams/2.0Mbps upstream. Service shall utilize a DHCP IP address for connection. Contractor shall pay all costs associated with this service including any Internet Service Provider feeds.

1.5 TEMPORARY WATER SERVICE

A. Connect to existing City water source for construction operations. Extend and supplement with temporary devices as needed to maintain specified conditions for construction operations.
B. Provide separate metering and pay for cost of water used.
C. Exercise measures to conserve water.
D. Provide temporary pipe insulation to prevent freezing.

1.6 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures.
B. Existing facilities shall not be used.
C. At end of construction, return facilities to same or better condition than originally found.

1.7 FIELD OFFICES AND SHEDS

A. Do not use existing facilities for field offices or for storage.
B. Office:
    1. Weathertight, with lighting, electrical outlets, heating, cooling, and ventilating equipment.
    2. Equip with sturdy furniture including conference table and chairs to accommodate six persons.
    3. Provide temporary communications services specified in this Section.
    4. Locate offices and sheds a minimum distance of 30 feet from existing and new structures.
C. Storage Areas and Sheds:
    1. Size storage to requirements for products of individual Sections, allowing for access and orderly provision for maintenance and for inspection of products to requirements of Section 01 60 00 "Product Requirements."

2. Fire Extinguishers: Appropriate type fire extinguisher at each storage area.
3. Interior Materials in Storage Sheds: As required to provide specified environmental conditions for storage of products.
4. Heating and Ventilation: As required to maintain products in accordance with Contract Documents.
5. Lighting: As required for maintenance and inspection of products.

D. Preparation: Fill and grade sites for temporary structures sloped for drainage away from buildings.

E. Installation: Install office spaces ready for occupancy 15 calendar days after date fixed in Notice to Proceed.

F. Maintenance and Cleaning:
1. Weekly janitorial services for offices; periodic cleaning and maintenance for office and storage areas.
2. Maintain approach walks free of mud, water, and snow.

G. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.

1.8 EMPLOYEE RESIDENTIAL OCCUPANCY

A. Not allowed on Owner's property.

1.9 VEHICULAR ACCESS

A. Location as indicated on Drawings.
B. Provide and maintain access to fire hydrants and control valves free of obstructions.
C. Provide means of removing mud from vehicle wheels before entering on site paved areas and public streets.
D. Use existing on-site roads for construction traffic as designated.

1.10 PARKING

A. Construct temporary gravel surface parking areas to accommodate construction personnel.
B. Locate as approved by Engineer.
C. When site space is not adequate, provide additional off-site parking.
D. Use of existing on-site streets and driveways for construction traffic is ermitted.
E. Use of existing parking facilities by construction personnel is not permitted.
F. Do not allow heavy or tracked vehicles or construction equipment in parking areas.
G. Do not allow vehicle parking on existing pavement.
H. Permanent Pavements and Parking Facilities:
1. Prior to Substantial Completion, bases for permanent roads and parking areas may be used for construction traffic.
2. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.
3. Use of permanent parking structures is not permitted.

I. Maintenance:
1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

J. Removal, Repair:
   1. Remove temporary materials and construction before Substantial Completion.
   2. Remove underground work and compacted materials to depth of 2 feet; fill and grade site as specified.
   3. Repair existing facilities damaged by use, to specified condition.

K. Mud from Site Vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.11 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Remove waste materials, debris, and rubbish from site and dispose off-site at intervals as required to maintain clean site.

1.12 PROJECT IDENTIFICATION

A. Project Identification Sign:
   1. Size: Provide one 8 feet wide by 4 feet high, as shown in drawings.
   2. Materials: 3/4-inch-thick exterior grade plywood and solid wood frame.
   3. Background Paint: Exterior quality, two coats; sign background of color as selected.
   4. Lettering: Exterior paint of quality adequate to withstand weathering, fading, and chipping for duration of construction, colors as selected with exhibit lettering by professional sign painter.

B. Project Informational Signs:
   1. If required by other Documents or Sections of Project Manual, provide weather-protected signs for site safety procedures, wage rates, and Storm Water Pollution Prevention Plan.
   2. Erect sign on or adjacent to field office, if required.

C. Design sign and structure to withstand 90 miles/hr wind velocity.

D. Installation:
   1. Install Project identification sign within 15 days after date fixed by Notice to Proceed.
   2. Erect at location directed by Engineer.
   3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
   4. Install sign surface plumb and level, with butt joints. Anchor securely.
   5. Paint exposed surfaces of sign supports and framing.

E. No other signs are allowed without Owner's permission except those required by law.

F. Maintenance: Maintain signs and supports clean, repair deterioration and damage.

G. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.13 TRAFFIC REGULATION

A. Signs, Signals, and Devices:
   1. Post Mounted and Wall Mounted Traffic Control and Informational Signs: As approved by authority having jurisdiction.

2. Traffic Cones and Drums: As approved by authority having jurisdiction.

B. Haul Routes:
1. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.
2. Confine construction traffic to designated haul routes.
3. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

C. Traffic Signs and Signals:
1. Provide signs at approaches to site and on site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
2. Relocate as Work progresses, to maintain effective traffic control.

D. Removal:
1. Remove equipment and devices when no longer required.
2. Repair damage caused by installation.
3. Remove post settings to depth of 2 feet.

1.14 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
1. Allow for Owner's use of site.

B. Protect site improvements including but not limited to pavements, walkways, and drainage structures from damage. Replace damaged site improvements to original condition.

C. Protect non-owned vehicular traffic and stored materials from damage.

1.15 TEMPORARY FENCING

A. Construction: Commercial grade chain link fence.

B. Provide 6-foot-high fence around construction site and temporary materials storage area; equip with vehicular gates with locks.

1.16 SECURITY

A. Security Program:
1. Protect Work, existing premises, and Owner's operations from theft, vandalism, and unauthorized entry.
2. Initiate program in coordination with Owner's existing security system at Project mobilization.
3. Maintain program throughout construction period until Owner occupancy.

B. Entry Control:
1. Restrict entrance of persons and vehicles into Project site and existing facilities.
2. Allow entrance only to authorized persons with proper identification.
3. Coordinate access of Owner's personnel to site in coordination with Owner's security forces.

C. Personnel Identification:
1. Provide identification badge to each person authorized to enter premises.
2. Badge to Include information required by Owner.
3. Maintain list of accredited persons, submit to Owner on request.
4. Require return of badges at expiration of their employment on Work.

1.17 WATER CONTROL

A. Grade site to drain.
B. Maintain excavations free of water.
C. Provide, operate, and maintain pumping equipment.
D. Protect site from puddling and running water. Provide water barriers as required to protect site from soil erosion.
E. Provide water barriers as required to protect existing buildings from puddling, ponding or other water accumulation that may damage foundations or other sub-surface construction.

1.18 DUST CONTROL

A. Execute Work by methods to minimize raising dust from construction operations.
B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.19 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
B. Minimize surface area of bare soil exposed at one time.
C. Provide temporary measures including berms, dikes, and drains, and other devices to prevent water flow that would result in erosion.
D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.20 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual Specification Sections.
B. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
C. Provide protective coverings at openings in walls, roof, and soffits.
D. Protect finished walkways, drives, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
F. Prohibit traffic from landscaped areas.

1.21 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary above grade utilities, equipment, facilities, and materials as soon as permanent facilities can be utilized.
B. Remove risers for underground utilities to a minimum depth of 2 feet and cap.
C. Remove buried equipment, facilities, and materials completely to a minimum depth of 2 feet and cap.
D. Backfill excavations as specified in other sections and grade site as indicated.
E. Clean and repair damage caused by installation or use of temporary work.

F. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

G. Remove the following at completion of Work:
   1. Office.
   2. Storage sheds.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 57 13 - TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes implementation of a Project Stormwater Pollution Prevention Plan (SWPPP) and installation, maintenance, and removal of erosion and sediment control devices.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. Reference standards cited herein refer to the current reference standard published at the time of the latest revision date logged unless a date is specifically cited.
   1. ASTM D3786 - Standard Test Method for Bursting Strength of Textile Fabrics - Diaphragm Bursting Strength Tester Method.
   2. ASTM D4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
   3. ASTM D4751 - Standard Test Method for Determining Apparent Opening Size of a Geotextile.
   4. ASTM D4833 - Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products.
   5. TCEQ TPDES General Permit No. TXR15000.
   6. TxDOT DMS-6230 Temporary Sediment Control Fence Fabric.•
   7. TxDOT Item 506 Temporary Erosion, Sedimentation, and Environmental Controls.•

1.3 CONTRACTOR RESPONSIBILITIES

A. Meet all TCEQ and EPA requirements for stormwater pollution prevention to include:
   1. Developing a Stormwater Pollution Prevention Plan (SWPPP) unless otherwise stated in Contract Documents;
   2. Filing Notice of Intent (NOI) and include Owner as Operator;•
   3. Installing and maintaining all erosion control measures and best management practices (BMPs);
   4. Performing inspections and preparing reports;
   5. Filing Notice of Termination (NOT); and
   6. Removing erosion control measures and BMPs from site.

1.4 SUBMITTALS

A. SWPPP.
B. TCEQ NOI and NOT for stormwater discharges associated with construction activity under TPDES General Permit.
C. Construction site notice.
D. Notice of Change (if applicable).
E. Other related documentation conforming to Section 01 33 00 Submittal Procedures.•

PART 2 - PRODUCTS

2.1 PRODUCT TYPES AND MATERIALS

A. Sandbag Material: Furnish sandbags meeting Article 2.1.F herein except any gradation of aggregate may be used to fill sandbags.

B. Stabilized Construction Entrances. Provide materials to meet details shown herein and on Drawings.
   1. Provide crushed aggregate for long- and short-term construction exits.
   2. Furnish clean, hard, and durable aggregates free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, organic, and injurious matter.
   3. Use 3- to 5-inch coarse aggregate with a minimum thickness of 12 inches..
   4. Place aggregate over a geotextile fabric meeting the following criteria:
      a. Tensile Strength: 300 pounds, per ASTM D4632.
      b. Puncture Strength: 120 pounds, per ASTM D4833.
      c. Mullen Burst Rate: 600 psi, per ASTM D3786.
      d. Apparent Opening Size: No. 40 (max), per ASTM D4751.
   5. For existing pavement to remain in an area that will function as a stabilized construction entrance, Contractor to provide trackout control mat or approved equal.

C. Sandbags:
   1. Provide sandbag material of polypropylene-, polyethylene-, or polyamide-woven fabric with minimum 4-ounce-per-square-yard unit weight, Mullen burst-strength exceeding 300 psi, and ultraviolet stability exceeding 70 percent.
   2. Use natural coarse sand or manufactured sand meeting gradation given in Table 1 to fill sandbags.
   3. Filled sandbags must be 24 to 30 inches long, 16 to 18 inches wide, and 6 to 8 inches thick.

Table 1 - SAND GRADATION

Sieve No.	Maximum Retained
4	3% by weight
100	80% by weight
200	95% by weight

D. Temporary Sediment Control Fence:
   1. Provide net-reinforced fence using woven, geotextile fabric.
   2. Logos visible to traveling public is not allowed.
   3. Fabric: Provide fabric materials per DMS-6230, Temporary Sediment Control Fence Fabric.•
   4. Posts:
      a. Provide essentially straight wood or steel posts with minimum 48-inch length, unless otherwise shown on Drawings.
      b. Soft wood posts must be at least 3 inches in diameter or nominal 2 by 4 inches.
      c. Hardwood posts must have minimum 1.5- by 1.5-inch cross section
      d. T- or L-shaped steel posts must have minimum 1.3-lb. per foot weight.
   5. Net Reinforcement: Provide at least 12.5-gauge, galvanized, welded-wire mesh, with maximum 2- by 4-inch opening size, at least 24 inches wide, unless otherwise shown on Drawings.
   6. Staples: Provide with a crown at least 3/4-inch wide and legs 1/2-inch long.

PART 3 - EXECUTION

3.1 INSTALLATION

A. SWPPP: Develop and implement in accordance with TPDES Construction General Permit requirements or as shown on Plans. Prevent water pollution from stormwater runoff by using and maintaining appropriate structural and nonstructural BMPs to reduce pollutants discharges from construction site.

B. Control Measures:
   1. Implement in area to be disturbed before beginning construction, or as directed. Limit disturbance to area shown on Drawings, or as directed.
   2. Control site waste such as discarded building materials, concrete truck washout water, chemicals, litter, and sanitary waste at construction site.
   3. If, in Engineer¢s opinion, Contractor cannot control soil erosion and sedimentation resulting from construction operations, Engineer will limit disturbed area to what Contractor can control.
   4. Immediately correct ineffective control measures. Implement additional controls as directed. Remove excavated material within time requirements specified in applicable stormwater permit.
   5. Upon acceptance of vegetative cover by the City, remove and dispose all temporary control measures, temporary embankments, bridges, matting, falsework, piling, debris, or other obstructions placed during construction that are not part of finished work, or as directed.

C. Do not locate disposal areas, stockpiles, or haul roads in any wetland, water body, or streambed.

D. Do not install temporary construction crossings in or across any water body without prior approval of appropriate resource agency and Engineer.

E. Provide protected storage area for paints, chemicals, solvents, and fertilizers at an approved location. Keep paints, chemicals, solvents, and fertilizers off bare ground and provide shelter for stored chemicals.

F. Installation and Maintenance:
   1. Perform work per TPDES General Permit.
   2. When approved, dispose sediments within embankments or where material will not contribute to further siltation.
   3. Dispose removed material in accordance with federal, state, and local regulations.
   4. Remove devices upon approval or when directed.
      a. Upon removal, finish-grade and dress area.
      b. Stabilize disturbed areas per permit, as shown on Drawings, and/or as directed.
   5. Contractor retains ownership of stockpiled material and must remove from Project when new installations or replacements are no longer required.

G. Construction Entrances:
   1. When tracking conditions exist, prevent traffic from crossing or exiting construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at construction entrance locations.
   2. Place exit over a foundation course, if necessary. Grade foundation course or compacted subgrade to direct runoff from construction exits to a sediment trap as shown on Drawings, or as directed.

3. At drive approaches, verify construction entrance is full width of drive and meets length shown on Drawings.
    a. Width: at least 20 feet for 1-way and 24 feet for 2-way traffic for all other points of ingress or egress, or as directed by Engineer.

H. Earthwork for Erosion Control. Perform excavation and embankment operations to minimize erosion and remove collected sediments from other erosion control devices.
1. Excavation and Embankment for Erosion Control Measures
    a. Place earth dikes, swales, or combinations of both along low crown of daily lift placement, or as directed, to prevent runoff spillover.
    b. Place swales and dikes at other locations as shown on Drawings, or as directed, to prevent runoff spillover or divert runoff.
    c. Construct cuts with low end blocked with undisturbed earth to prevent erosion of hillsides.
    d. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on Drawings, or as directed.
    e. Where required, create a sediment basin providing 3,600 cubic feet of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.
2. Excavation of Sediment and Debris: Remove when accumulation affects performance of devices, after a typical rain event, and when directed.

I. Sandbags for Erosion Control:
1. Construct a berm or dam of sandbags to intercept sediment-laden stormwater runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow.
2. Fill each bag with sand so at least top 6 inches of bag is unfilled to allow for proper tying of open end.
3. Place sandbags with tied ends in same direction.
4. Offset subsequent rows of sandbags half the length of preceding row.
5. Place single layer of sandbags downstream as secondary debris trap.
6. Place additional sandbags as necessary or directed for supplementary support to berms, dams of sandbags, or earth.

J. Temporary Sediment-Control Fence:
1. Provide temporary sediment-control fence near downstream perimeter of disturbed area to intercept sediment from sheet flow.
2. Incorporate fence into erosion-control measures used to control sediment in areas of higher flow. Install fence as shown on Drawings, specified herein, or as directed.
    a. Post Installation: Embed posts at least 18 inches deep or adequately anchor, if in rock, with a 6- to 8-foot spacing and install on slight angle toward run-off source.
    b. Fabric Anchoring:
        1) Dig trenches along uphill side of fence to anchor 6-8 inches of fabric.
        2) Provide minimum trench cross-section of 6 by 6 inches.
        3) Place fabric against side of trench and align approximately 2 inches of fabric along bottom in upstream direction.
        4) Backfill trench then hand-tamp.
    c. Fabric and Net Reinforcement Attachment:
        1) Unless otherwise shown on Drawings, attach reinforcement to wooden posts with staples, (or to steel posts with T-clips), in at least four places, equally spaced.
        2) Sewn vertical pockets may be used to attach reinforcement to end posts.

3) Fasten fabric to top strand of reinforcement by hog rings or cord every 15 inches or less.

d. Fabric and Net Splices:

1) Locate splices at fence post with minimum 6-inch lap attached in at least six places equally spaced, unless otherwise shown on Drawings. Do not locate splices in concentrated flow areas.

2) Requirements for installation of used temporary sediment-control fence include:

a) Fabric with minimal or no visible signs of biodegradation (weak fibers);

b) Fabric without excessive patching (more than one patch every 15-20 feet);

c) Posts without bends; and

d) Backing without holes.

3.2 CLEANING

A. Waste Management: Remove sediment, debris, and litter as needed.

3.3 MAINTENANCE

A. Install and maintain temporary erosion- and sedimentation-control device integrity to accumulate silt and debris until earthwork construction and permanent erosion-control features are in place or disturbed area is adequately stabilized as determined by Engineer.

B. If device ceases to function as intended, repair or replace device or portions thereof as necessary.

C. Inspect construction site as prescribed in TPDES General Permit.

D. Maintain records of inspections and modifications based on inspection results, if any, and make available in accordance with permit.

3.4 CLOSEOUT ACTIVITIES

A. Erosion-control measures remain in place and maintained until all soil-disturbing activities at Project site are complete and site is stabilized as required by the permit.

B. Establish a uniform vegetative cover of 70 percent on all unpaved areas, areas not covered by permanent structures, or where permanent erosion-control measures (i.e. riprap, gabions, or geotextiles) are employed.

C. Transmit copy of submitted NOT to Engineer.

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Products.
   2. Product delivery, storage, and handling.
   3. Substitutions.

B. Related Requirements:
   1. Section 00 21 13 "Instructions to Bidders" for product options and substitution procedures.
   2. Division 01 Specification Sections apply to Work of this Section.
   3. Section 01 30 00 "Administrative Requirements" for Project information management.
   4. Section 01 40 00 "Quality Requirements" for product quality monitoring. Testing Laboratory Services.
   5. Section 01 42 00 "References".

1.2 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming Work and does not include machinery and equipment used for preparation, fabrication, conveying and erection of Work.

B. Hazardous Materials: Products or material containing hazardous materials or substances, including but not limited to asbestos or polychlorinated biphenylshall (PCB), shall not be included in Work.

C. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.

D. Provide interchangeable components of same manufacturer, for similar components.

E. Materials required to match existing work and not otherwise specified, shall be equal to existing work in quality, color, and finish. Workmanship and installation shall be comparable to adjacent existing work. Engineer shall be authority in determination of acceptable work.

1.3 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery:
   1. Deliver materials, products, and equipment to site in manufacturer's original, unopened containers or packaging, with identifying labels intact and legible.
   2. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
   3. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
   4. Arrange deliveries in accord with construction schedule and in ample time to facilitate inspection prior to installation to avoid unnecessary delays in construction process.

B. Storage:
   1. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
   2. Store sensitive products in weathertight, climate-controlled enclosures.
   3. For exterior storage of fabricated products, place on supports, above ground, sloped to drain water.
   4. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of products.
   5. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
   6. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
   7. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
   8. Materials, products, and equipment may be stored off site in a bonded and insured warehouse approved by Engineer and Owner. Pay all costs incurred for off-site storage facilities. Products properly stored in off-site storage facilities may be included in progress pay requests with written approval of Engineer.

C. Handling: Handle materials, products, and equipment in a manner prescribed by manufacturer or specified to protect from damage during storage and installation.

1.4 SUBSTITUTIONS

A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during bidding period to requirements specified in this Section.

B. Substitutions (after bidding period) may be considered when a product becomes unavailable through no fault of Contractor.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents. Provide each request on CSI Form 13.1A supplied by Engineer.

D. A request constitutes a representation that Bidder:
   1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
   2. Will provide same warranty for Substitution as for specified product.
   3. Will coordinate installation and make changes to other Work which may be required for Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension which may subsequently become apparent.
   5. Will reimburse Owner and Engineer for review or redesign services associated with re-approval by authorities.

E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to Contract Documents.

F. Substitution Submittal Procedure:
   1. Submit request for substitution for consideration. Limit each request to one proposed Substitution.
   2. Requests shall include name of material or equipment to be substituted and a description of proposed substitution including drawings, performance and test data, and other information necessary for an evaluation.

3. Submit item-by-item (line-by-line) comparison of each item listed in Specification compiled and submitted comparing specified material/product with proposed substitution and specifically noting all differences between the compared products and/or systems.
4. Submit statement setting forth changes in other material, equipment or other portions of Work including changes in work of other contracts that incorporation of proposed substitution would require shall be included.
5. Submit shop drawings, product data, and certified test results for proposed product equivalence.
6. Engineer will notify Contractor, in writing, of decision to accept or reject request.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Closeout procedures.
   2. Final cleaning.
   3. Starting of systems.
   4. Demonstration and instructions.
   5. Testing, adjusting, and balancing.
   6. Protecting installed construction.
   7. Hazardous materials affidavits.
   8. Project record documents.
   9. Operation and maintenance data.
   10. Manual for materials and finishes.
   11. Manual for equipment and systems.
   12. Spare parts and maintenance products.
   13. Product warranties and product bonds.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 30 00 "Administrative Requirements" for Project information management.

1.2 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer 's review.
B. Provide submittals to Engineer required by authority having jurisdiction.
C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
D. Closeout documents will be submitted electronically in OCR (Optical Character Recognition)/PDF format.
E. At Owner's request, Contractor shall provide a hard copy of Closeout Documents in 3-ring binders.

1.3 FINAL CLEANING

A. Execute final cleaning prior to final Project assessment.
B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; and vacuum carpeted and soft surfaces.
C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
D. Replace filters of operating equipment.
E. Clean debris from roofs, gutters, downspouts, and drainage systems.
F. Clean site; sweep paved areas, rake clean landscaped surfaces.
G. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 STARTING OF SYSTEMS

A. Coordinate schedule for startup of various equipment and systems.
B. Notify Primary Designer days prior to startup of each item.
C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
E. Verify wiring and support components for equipment are complete and tested.
F. Execute startup under supervision of applicable manufacturer's representative in accordance with manufacturers' instructions.
G. Submit a written report in accordance with Section 01 33 00 "Submittal Procedures" stating equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of final inspection.
B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain aspects of operation and maintenance.
D. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.
E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

1.6 TESTING, ADJUSTING, AND BALANCING

A. Testing, adjusting, and balancing will be performed in accordance with requirements specified in Division 23 Section "Testing, Adjusting, and Balancing."
B. Owner will appoint, employ, and pay for services of independent firm to perform testing, adjusting, and balancing.
C. Independent firm will perform services specified in Division 23 Section "Testing, Adjusting, and Balancing."
D. Reports will be submitted by independent firm to Engineer indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.

1.7 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual Specification Sections.
B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
C. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
D. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

E. Prohibit traffic from landscaped areas.

1.8 HAZARDOUS MATERIALS AFFIDAVITS

A. Contractor to provide notarized affidavit declaring that hazardous materials were not incorporated into or delivered to site.
B. Hazardous materials include asbestos, lead polychlorinated biphenyl (PCB), prohibited termite eradication chemicals or any substance of any proportion determined or suspected by an agency of federal or state government to create a health hazard.
C. Provide table of contents listing affidavits in alphabetical order.
D. Prepare cover page with printed title "AFFIDAVITS OF NON-INCORPORATED HAZARDOUS MATERIALS", Title of Project, Project Address, Owner's Name, Address and Phone, and Date of Construction Completion.
E. Provide one complete set of aforementioned information in OCR (Optical Character Recognition)/PDF format.
F. Submit prior to Application for Final Payment.

1.9 PROJECT RECORD DOCUMENTS

A. Maintain on site 1 set of record documents; record actual revisions to Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to Contract.
   5. Reviewed Shop Drawings, Product Data, and Samples.
   6. Complete set of MSDS sheets for materials.
   7. Manufacturer's instruction for assembly, installation, and adjusting.
B. Ensure entries are complete and accurate, enabling future reference by Owner.
C. Store record documents separate from documents used for construction.
D. Record information concurrent with construction progress, not less than weekly.
E. Specifications: Legibly mark and record at each product Section description of products installed, including following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda, Change Orders, RFI responses, and other modifications. For Addenda, Change Orders, and RFI responses, cut out and tape to pages in appropriate location, referencing source of change.
F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish first floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of Work.
   4. Field changes of dimension and detail.
   5. Details not on original Contract Drawings.
   6. Changes made by Addenda, Change Order, RFI responses, and other modifications. For Addenda, Change Orders, and RFI responses, cut out and tape to pages in appropriate location, referencing source of change.
   7. Submit in OCR (Optical Character Recognition)/PDF format.

8. Comply with most current requirements of Department of State Health Services, Texas Asbestos Health Protection Rules (TAHPR), Title 25., HEALTH SERVICES, Part I, Chapter 295-Occupational Health, §295.34-Asbestos Management in Facilities and Public Buildings, paragraph (i) as a minimum and as outlined below.
9. Submit MSDS on products used in construction of Project.
10. Submit MSDS electronically in 8-1/2- by 11-inch format text pages.
11. Prepare cover page with printed title "MATERIAL SAFETY DATA SHEETS (MSDS)", Title of Project, Project Address, Owner's Name, Address and Phone, and Date of Construction Completion.
12. Internally subdivide contents with page dividers, organized into CSI format shown in Project Manual.
13. Prepare a table of contents, listing each of Division headings and listing each material/product under each heading by manufacturer and material/product name.
14. Submit complete set of aforementioned information in OCR (Optical Character Recognition)/PDF format.
15. Submit information with Application for Final Payment and include MSDS for materials/products delivered or installed in Project.
16. Failure to submit updated electronic MSDS documents will cause Application for Final Payment to be held by Engineer (not submitted to Owner for processing) until such time updated electronic MSDS documents are received and reviewed for compliance by .

G. Submit documents to Engineer with claim for final Application for Payment.

1.10 OPERATION AND MAINTENANCE DATA

A. Submit data electronically in 8-1/2- by 11-inch text pages, OCR (Optical Character Recognition)/PDF format.
B. Prepare cover page with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of Project.
C. Internally subdivide contents with page dividers, logically organized as described below:
   1. Drawings: Provide in OCR (Optical Character Recognition)/PDF format.
   2. Contents: Prepare Table of Contents for each file (if multiple files), with each product or system description identified, in three parts as follows:
      a. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, subcontractors, and major equipment suppliers.
      b. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify:
         1) Significant design criteria.
         2) List of equipment.
         3) Parts list for each component.
         4) Operating instructions.
         5) Maintenance instructions for equipment and systems.
         6) Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
      c. Part 3: Project documents and certificates, including:
         1) Shop drawings and product data.
         2) Air and water balance reports.
         3) Certificates.
         4) Scanned copies of warranties and bonds in OCR (Optical Character Recognition)/PDF format.

D. Submit one complete set of aforementioned information in OCR (Optical Character Recognition)/PDF format.
E. Submit documents with Application for Final Payment.

1.11 MANUAL FOR MATERIALS AND FINISHES

A. Submit in OCR (Optical Character Recognition)/PDF format of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return electronic file with comments.
B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within 10 days after acceptance.
C. Submit one electronic copy of completed volumes 15 days prior to final inspection. Draft copy to be reviewed and returned , with Engineer comments. Revise content of electronic document set as required prior to final submission.
D. Submit electronic documents of revised final volumes in final form within 10 days after final inspection.
E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.
F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
H. Additional Requirements: As specified in individual product Specification Sections.
I. Include listing in Table of Contents for design data, with fly sheet.

1.12 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit in OCR (Optical Character Recognition)/PDF format of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return with comments.
B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit electronic documents within 10 days after acceptance.
C. Submit electronic copy of completed volume(s) 15 days prior to final inspection. Draft copy to be reviewed and returned after final inspection, with Engineers comments. Revise content of electronic document set as required prior to final submission.
D. Submit electronic documents in OCR (Optical Character Recognition)/PDF format of revised final volumes in final form within 10 days after final inspection.
E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; by label machine.
G. Include color coded wiring diagrams as installed.
H. Operating Procedures: Include startup, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.

I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
J. Include servicing and lubrication schedule, and list of lubricants required.
K. Include manufacturer's printed operation and maintenance instructions.
L. Include sequence of operation by controls manufacturer.
M. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
N. Include control diagrams by controls manufacturer as installed.
O. Include Contractor's coordination drawings, with color coded piping diagrams as installed.
P. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
Q. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
R. Include test and balancing reports as specified in Section 01 40 00 "Quality Requirements".
S. Additional Requirements: As specified in individual product Specification Sections.
T. Include listing in Table of Contents for design data, with dividers.

1.13 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.
B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.
C. Submit receipts signed by Owner or letter stating Contractor has delivered extra products to Owner.

1.14 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed by responsible subcontractors, suppliers, and manufacturers, within 10 days after completion of applicable item of work.
B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
C. Verify documents are in proper form, contain full information, and are notarized.
D. Co-execute submittals when required.
E. Include Table of Contents.
F. Submit one complete set of aforementioned information in OCR (Optical Character Recognition)/PDF format for review.
G. Submit prior to Application for Final Payment.
H. Time of Submittals:
    1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
    2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
    3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Demolition and removal of selected portions of building or structure.
   2. Salvage of existing items to be reused or recycled.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.

C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Existing items of construction not permanently removed nor otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.4 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including drawings, to indicate measures proposed for protecting individuals and property, dust control, and noise control. Indicate proposed locations and construction of barriers.

B. Schedule of Selective Demolition Activities - Indicate the following:
   1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
   2. Interruption of utility services. Indicate how long utility services will be interrupted.
   3. Coordination for shutoff, capping, and continuation of utility services.
   4. Use of elevator and stairs.
   5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

C. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.

D. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.5 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
D. Hazardous Materials: It is not expected that hazardous materials will be encountered in Work. If suspected hazardous materials encountered, do not disturb; immediately notify Engineer and Owner. Owner will remove hazardous materials under a separate contract.
E. Storage or sale of removed items or materials on-site is not permitted.
F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
B. Review Record Documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Record Documents.
C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage. Comply with requirements for existing services/systems interruptions specified in Section 01 10 00 "Summary."

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities. Comply with requirements for access and protection specified in Section 01 50 00 "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
   1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
   2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
   3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
   4. Cover and protect furniture, furnishings, and equipment that have not been removed.
   5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 50 00 "Temporary Facilities and Controls".

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and prevent unexpected or uncontrolled movement or collapse construction being demolished. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
   1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
   2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
   3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
   4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
   5. Maintain adequate ventilation when using cutting torches.
   6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
   7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
   8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
   9. Dispose of demolished items and materials promptly.

B. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Engineer's approval.

C. Removed and Salvaged Items:
   1. Clean salvaged items.
   2. Pack or crate items after cleaning. Identify contents of containers.
   3. Store items in a secure area until delivery to Owner.
   4. Transport items to Owner's storage area designated by Owner.
   5. Protect items from damage during transport and storage.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and cleaned, and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. Except for items or materials indicated to reuse, salvage, reinstall, or otherwise indicated to remain Owner property, remove demolished materials from Project Site.
   1. Do not allow demolished materials to accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
   3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner property and legally dispose.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

SECTION 10 14 23 - PANEL SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes roadway signs. Extent of roadway signs is shown on Drawings and specified herein. This Project includes new signs, refacing existing signs, salvage and reinstallation of a sign, and removal of existing signs.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 32 13 14 "Structural Portland Cement Concrete for Site Work."

1.2 QUALIFICATIONS

A. Employ a Signs and Graphics Specialist subcontractor with minimum 5 years of similar experience to prepare Shop Drawings, familiar with standard font sizes and spacings, samples, manufacturing, fabricating, assembly to recondition, install and remove signs in this Project, and able to demonstrate experienced and completed project record satisfactory to Engineer.
B. Assume responsibility of material and workmanship quality required for work execution.
C. Guarantee all materials and workmanship for 1 year after final acceptance of work, and if during this period defects of faulty materials are found, and immediately upon notification of Owner’s representative, proceed at own expense to remedy condition together with any damage to surrounding finishes or furnishings occurring as a result of defect.
D. Defects include but not necessarily limited to:
   1. Detachment of anchors from sign substrates;
   2. Delamination or discoloration of adhesives, paint, or other coatings;
   3. Deformation of exposed sign surfaces.

1.3 SUBMITTALS

A. Product Data: Submit manufacturer specification including paint label analysis, application instructions for each material specified, and instructions for handling, storage, installation, protection, and maintenance of each product.
B. Shop Drawings: Submit Shop Drawings for complete new sign components and new sign faces (for refacing existing signs) to Engineer. Submittals shall cover all sign components such as faces, fittings, fasteners, structures, paint, anchorage, pier rebar, and concrete.
C. Sign face submittals shall be to scale and indicate color, full dimensions of sign perimeter, borders, placement of legend on sign face, letter sizes, symbol sizes, and specialty symbols. Engineer/Client may change and/or adjust to grids shown on Drawings, before sign fabrication, with no additional payment to Contractor, provided there is no increase in total amount of graphic items (i.e., arrows, symbols, copy, etc.) shown.
D. Submit paint samples of actual materials and with actual colors as specified for Engineer approval. Paint samples shall be 8 by 10 inches and clearly identified on backside.
E. Submit samples of reflective sheeting.
F. Schedule: Contractor shall prepare submittals early in the project to allow review time then allow fabrication time from approved submittals.
G. Manufacturer Installation Instructions: Submit installation template and attachment devices applicable to new signs and refaced signs.

1.4 REFACE EXISTING SIGNS

A. Refaced signs shall have a new sign legend panel installed on existing aluminum sign frame. Remove existing legend. Prepare underlying surfaces to accept new sign legend panel. Attachment mechanisms shall be per TXDOT standards.

1.5 NEW SIGNS AND SALVAGED/ RELOCATED SIGNS

A. For new and relocated signs, the following requirements shall be met.
   1. Structural: All structural elements of each sign shall be per Structural and Civil Drawings including but not limited to foundation, post, steel frame, welds, bolted connections, other connections, gusset plates, aluminum sign box frame, and sign face sheets. Relocated signs shall have new pier foundations. Concrete backfill shall be per Section 32 13 14 "Structural Portland Cement Concrete for Site Work."
   2. Aluminum Sign Frame and Panels: Install aluminum sign frame with attached legend panels as a unit onto structural frame using approved methods per Drawings.
   3. Paint: Prepare and paint posts, horizontal members, and sign back (non-legend side) using a coating system. New sign supports shall be sandblasted, prepared, and painted with two coats.

1.6 REMOVE EXISTING SIGNS

A. Remove and dispose existing sign, sign supports, and foundation piers. Backfill and compact pier holes with native material to density and level of surrounding soil and grade to drain.

1.7 COORDINATION

A. Coordinate sign installation timing with construction phasing sequence noted in plans; therefore, signs that support wayfinding to and from a given new parking lot shall be installed before completion of that lot.
B. Furnish information to and coordinate with related trades to assure a satisfactory completion of work. General Contractor shall, in all cases, coordinate where installation of mounting hardware involves multiple trades.

1.8 PERMITS

A. Project plans were reviewed by the City of Midland before bid; however, Contractor shall verify with the City of Midland Permitting Office if specific sign permits are required for execution of work.

PART 2 - PRODUCTS

2.1 CONFORMANCE TO REQUIREMENTS

A. Products shall conform to requirements specified for the particular item. Where requirements are not specified in detail, materials shall be suitable for intended usage of item. Listed materials shall conform to respective specifications and other requirements as designated.

2.2 MATERIALS

A. Provide colors, finishes, and materials as shown or specified.
B. Materials: Sheet aluminum alloy 6061-T6, 1/8-inch (0.125-inch) thick. Extruded aluminum alloy 6063-T6 or 6061-T6. Aluminum rivets alloy 6061-T6, structural steel ASTM A36.
C. Hardware: Anchors, inserts, and fasteners shall be compatible with sign materials, not result in galvanic action or chemical interaction, and have demonstrated sufficient strength for intended use.
D. Paint for sign structures and sign backs:
    1. Prime and paint new sign structures.
    2. Paint new sign backs and all existing non-legend sign backs black.
    3. Include paint system complete with substrate cleaner(s), primers, and finish coating as required by metal manufacturer and paint manufacturer to meet contract requirements.
    4. Provide minimum 2 coats, allowing proper curing time between coats.
    5. Apply with spray equipment or hand methods.
    6. Colors: Provide colors to match those shown on Drawings.
        a. Structural vertical members shall be Silver Brite Industrial Aluminum Paint.
        b. Structural horizontal members and sign reverse sides shall be black.
E. Reflective Sheeting shall meet Texas Department of Transportation (TxDOT) requirements for all involved factors not limited to color, dry brightness/reflectivity, wet brightness/reflectivity, and adhesion.

2.3 FABRICATION AND MANUFACTURE

A. Verification: Contractor shall verify and be responsible for all dimensions and conditions shown by Drawings and approved on submittals. Written dimensions on Drawings shall have precedence over scaled dimensions.
B. Notify Engineer of any discrepancies in Drawings, Graphic Schedule, field dimensions, conditions, and/or changes required in construction details.
C. Fabricate signs to allow for adequate clearances around perimeter of system to enable proper installation. Fabricate to allow thermal movement.
D. Provide structural reinforcing within new signs as required to maintain rigidity and accommodate design loads.
E. Fit and assemble work at the shop to greatest extent possible. Disassemble only as required for shipment and erection.
F. Design Intent: Details on Drawings are intended to establish exterior appearance of work. Contractor may change interior construction shown to conform to shop practice provided it does not conflict with other portions of specification.
G. Visible screwheads and fasteners shall occur only at locations indicated on Drawings or approved submittals.
H. Ensure all edges and corners of finished letterforms and graphics are true and clean.

PART 3 - EXECUTION

3.1 INSPECTION

A. Inspect conditions of locations and surfaces on signs installed. Do not proceed with installation until defects or errors are corrected.
B. Sign Contractor coordinates with Engineer representative at site for final location and alignment of each new or relocated sign. Sign locations indicated on plans are approximate and must be coordinated with available right-of-way and existing utilities. Contractor is responsible for determining location of all nearby utilities and verify before sign installation. Contractor shall repair any damage from installation at his expense.

3.2 SIGN LEGENDS

A. Sign Legends included in plans list identification and message(s) of every sign for work and shows where to find other pertinent information regarding each sign. If discrepancies in quantity are found between Drawings and actual site conditions, notify Engineer.
B. Sign Type: Each sign is identified by a number and indication if sign is new, refaced, relocated, or removed.
C. Legend and Graphics (Message): Copy and graphics for each sign is shown in Sign Legend as they shall appear with upper and lower case or all capital letters as shown in Sign Legends. Special symbols or diagrams are indicated in Sign Legends and shall be standard TxDOT Interstate and State Highway symbols.

3.3 INSTALLATION

A. Install signs where shown on Drawings. Ensure signs are installed plumb and true, at mounting heights indicated, and by method shown or specified.

3.4 PROTECTION

A. Protect work, adjacent work, and materials against damage during work progress until completion. Wrap finished work with paper, polyethylene film, or strippable waterproof tape for shipment and storage, and protect from damage during installation. When notified by Engineer, Contractor shall cover new sign with minimum 4-mil, black, polyethylene sheeting until sign message path or destinations can be used by the public.

3.5 ADJUST AND CLEAN

A. Repair any damage to signs incurred during installation to Engineer satisfaction. Replace signs which cannot be repaired to new condition. Clean sign surfaces and adjust hardware for proper operation. Remove sign waste and debris from site.

3.6 MEASUREMENT AND PAYMENT

A. Measurement for new signs, refaced signs, removed signs shall be made as per each unit as shown on plans and in Proposal.

B. Accepted signs shall be paid at contract unit price for each item. This price shall be full compensation for furnishing all materials and for all preparation, excavation, placing, backfilling, constructing, furnishing, and fabricating sign blanks, application of reflective sheeting, application of legend messages and symbols, painting and furnishing all other materials labor, and incidentals necessary to provide a complete installation.

END OF SECTION

SECTION 26 05 00 - BASIC ELECTRICAL METHODS

PART 1 - GENERAL

1.1 SUMMARY

A. Requirements of General Conditions, Special Conditions, and Specifications are applicable and part of every Section in Division 26 "Electrical." Contractor shall furnish all labor, material, service, equipment, and appliances and perform all operations in connection with installation and testing of Electrical Work per Contract Drawings and Specifications. Engineer will reject any material found defective and Contractor shall remove such material from Work site.

B. Contractor responsible for all material he furnishes and shall replace, at his own expense, all such materials found defective in manufacture or damaged after delivery.

C. Interconnections between various items of electrical equipment and control system will likely require coordination and in some cases interface devices such as but not limited to couplings, flanges, reducers, converters, conduit, relays, contacts, wiring, etc., required whether or not these items are shown on Drawings. It is General Contractor’s responsibility to provide necessary coordination and interface devices at no additional cost to Owner.

1.2 REQUIREMENTS OF REGULATORY AGENCIES AND STANDARDS

A. Regulatory Agencies: Installation, materials, equipment, and workmanship shall conform to applicable provisions of:
   1. National Electrical Code (NEC).
   2. National Electrical Safety Code (NESC).
   3. Terms and conditions of electrical utility and other authorities having lawful jurisdiction pertaining to Work required.

B. Make all modifications required by these applicable codes, rules, regulations, and authorities without additional charge to Owner.
   1. UL: All materials, appliances, equipment or devices shall conform to applicable standards of UL. Label of or listing by UL required.
   2. Standards. Where referenced herein or on Drawings, publications and standards of the following organization shall apply:
      a. ASTM International (ASTM).
      b. Institute of Electrical and Electronic Engineers (IEEE).
      c. Insulated Power Cable Engineers Association (IPCEA).
      d. National Electrical Manufacturers Association (NEMA).
      e. National Fire Protection Association (NFPA).
      f. American National Standards Institute (ANSI).
      g. Illuminating Engineering Society of North America (IESNA).

C. Should Contractor observe any conflict or variation in Plans and Specifications, he shall notify Engineer in writing not later than 10 days prior to date of bid opening. Failure to clarify such variations will result in Electrical Contractor bearing all costs arising from electrical work done contrary to Specifications or Drawings.

D. Electrical Contractor shall coordinate all conduit runs, control wiring, and electrical connections to equipment items furnished by Mechanical Contractor, General Contractor, Instrumentation Contractor, Owner, and other contractors under other Specification Sections.

1.3 SUBMITTALS

A. Materials List: Within 15 days after award of Contract, submit ton Engineer seven copies of all equipment furnished. Where substitutions proposed, furnish complete data showing performance, quality and dimensions. Obtain Engineer's written approval before purchasing any substitute equipment.

B. Shop Drawings: Submit for approval minimum seven copies of all shop drawings after material list is approved and before ordering. Show complete outlines, dimensions, electrical services, control diagrams, electrical characteristics of a special nature or critical to installation, and pertinent data required for installation. All descriptive/technical data and shop drawings shall bear signed certification that they were carefully examined and found correct with respect to dimension, space available, non-interference with other trades, and equipment complies with all Specification requirements . Where catalog data submitted, clearly flag or otherwise identify proposed items so no confusion exists. In addition to specific references or requests, submit shop drawings for motor starters, switches, control devices, control systems, and sensing equipment.

C. Substitutions: Submit proposed substitutions of electrical equipment, control devices, and other equipment with other submittal data. Accompany this request by complete descriptions of substitutes offered including catalog cuts. Contractor carries entire burden of proof of equality and Engineer decision is final.

D. Test Data: Provide four copies of all data obtained during tests required in Specifications. Organize data in an orderly fashion, type, and indicate result of each test.

PART 2 - PRODUCT

2.1 REQUIREMENTS

A. Electrical requirements for equipment specified/indicated on Drawings are based on information available at time of design. If equipment furnished for installation has electrical requirements other than indicated on Electrical Drawings, make any required changes to wire and conduit size, controls, over current protection, and installation as required to accommodate equipment supplied, without additional charge to Owner. Complete responsibility and costs for such adjustments is assigned to respective Specification Section where equipment is furnished.

2.2 MATERIALS

A. All similar materials and equipment shall be product of same manufacturer unless specified otherwise. Where no specific material, apparatus, or appliance is mentioned, use any first-class product with Engineer approval. Materials and equipment shall be standard products of manufacturer regularly engaged in production of such material and manufacturer's current and standard design. Equipment affected by altitude shall perform satisfactorily for function intended at altitude of Project site.

PART 3 - EXECUTION

3.1 FABRICATION, ERECTION, AND INSTALLATION

A. The complete electrical system shall be per accepted good practice by qualified personnel experienced in such work and proceed in an orderly manner, not impeding Project progress . Electrical Contractor shall check all areas and surfaces where electrical equipment material is installed, removed, or relocated and report any unsatisfactory conditions before starting Work. Commencing Work signifies Contractor acceptance of existing conditions. In acceptance or rejection of finished installation, no allowance made for lack of skill on the part of workers.

3.2 TEMPORARY POWER AND LIGHTING

A. Furnish and install temporary electrical facilities, if required, for construction and safety operations. No part of permanent electrical systems or existing electrical system may be used for temporary service unless Engineer approves. Provide separate electrical metering for temporary power.

3.3 PERFORMANCE TESTS

A. Thoroughly test all control circuits, fixtures, services, and circuits for proper operating condition and freedom from grounds and short circuits before requesting acceptance. Operate all equipment, appliances, and devices under load conditions. After interior wiring system installation is complete and as Engineer directs, conduct operating tests for approval. When requested, test all wire, cable, devices, and equipment after installation to assure all material possesses all original characteristics as required by governing codes and standards listed herein.
B. Perform such tests as required by other Specification Sections or as requested to prove acceptability. Furnish all instruments and labor for testing.

3.4 RECORD DRAWINGS

A. During Work progress, maintain a clean, full set of Project Plans to record accurate, red-lined changes to system installation. Upon completion of installation, submit full set of red-lined drawings with all record data to Engineer.

3.5 OPERATING INSTRUCTIONS AND MANUALS

A. Without additional charge to Owner, furnish complete instruction to Owner in care, adjustment, and operation of all electrical equipment and system parts. Upon Work completion, prepare and deliver to Owner four sets of complete operating and maintenance manuals for systems and major equipment installed. Include catalog data, Shop Drawings, wiring diagrams, performance curves and rating data, spare parts lists, and manufacturer operating maintenance data.
B. These requirements are in addition to specific instructions and manuals specified for individual systems or equipment.

3.6 DRAWINGS

A. Electrical Drawings show general arrangement of all conduit, equipment, etc., and shall be followed as closely as actual building construction and work of other trades permits. Structural Drawings are considered part of Work insofar as they furnish Contractor with information relating to building design and construction. Because Electrical Drawing small scale, it is impossible to indicate all offsets, fittings, and accessories required. Investigate structural and finish conditions affecting Work and arrange work accordingly, providing such fittings, elbows, pull boxes, and accessories required to meet such conditions.

B. Field Measurements: Verify dimensions governing electrical work at the facility. No extra compensation claimed or allowed on account of differences between actual dimensions and those indicated on Drawings.

C. Coordination Drawings: Where several trades' work must be sequenced and positioned with precision to fit into available space, prepare Coordination Drawings (Shop Drawings) showing actual physical dimensions (at accurate scale) required for installation if Engineer deems necessary. Prepare and submit these Coordination Drawings, if required, prior to purchase-fabrication-installation of any elements involved in coordination.

3.7 LOCATION OF EQUIPMENT AND OUTLETS

A. Approximate locations of cabinets, conduits, controllers, power outlets, etc., are indicated on Drawings; however, not intended to give complete and detailed information. Determine exact location after thoroughly examining general building plans and by actual measurements during construction, subject to Engineer approval.

3.8 ELECTRIC UTILITY SERVICE

A. Oncor Electric is the local electric utility company providing service to these facilities. Design and installation of Oncor Electric overhead/underground facilities will be by Oncor Electric.

B. Contractor shall be familiar with and comply with the requirements of the latest version of the Oncor Electric Service Requirements book. Any equipment in Electric Service Requirements book stated to be provided/installed by Customer, shall be provided/installed by Contractor.

C. Contractor shall coordinate with Oncor Electric exact location of meter can before installation.

3.9 PAYMENT

A. Payment made for all Work covered herein at Contract unit price per unit or included in the lump sum price per job for items, as shown on the Proposal. Either such payment shall be complete compensation for complete performance of Work per Specification provisions and Drawings.

END OF SECTION

SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes power wire and cable, service entrance cable, control cable, and wiring connectors and connections.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 33 "Raceway and Boxes for Electrical Systems."
   3. Section 26 05 53 "Identification for Electrical Systems" for product requirements for wire identification.

1.2 REFERENCES

A. International Electrical Testing Association:
   1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
B. National Fire Protection Association:
   1. NFPA 70 - National Electrical Code.
C. Underwriters Laboratories, Inc.:
   1. UL 1277 - Standard for Safety for Electrical Power and Control Tray Cables with Optional Optical-Fiber Members.

1.3 SYSTEM DESCRIPTION

A. Product Requirements: Provide products as follows:
   1. Solid conductor for feeders and branch circuits 10 AWG and smaller.
   2. Stranded conductors for control circuits.
   3. Conductor not smaller than 12-AWG for power and lighting circuits.
   4. Conductor not smaller than 16-AWG for control circuits.
B. Wiring Methods: Provide the following wiring methods:
   1. Concealed Dry Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
   2. Exposed Dry Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
   3. Wet or Damp Interior Locations: Use only building wire, Type THHN/THWN insulation.
   4. Exterior Locations: Use only building wire, Type XHHW insulation, in raceway, service-entrance cable.
   5. Underground Locations: Use only building wire, Type XHHW insulation, in raceway, direct burial cable service-entrance cable.

1.4 DESIGN REQUIREMENTS

A. Conductor sizes are based on copper.

1.5 SUBMITTALS

A. Refer to Section 01 33 00 "Submittal Procedures" for requirements for submittals.
B. Product Data: Submit for building wire and each cable assembly type.

1.6 CLOSEOUT SUBMITTALS

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for requirements for submittals.
B. Project Record Documents: Record the actual locations of components and circuits.

1.7 QUALITY ASSURANCE

A. Provide wiring materials located in plenums with peak optical density not greater than 0.5, average optical density not greater than 0.15, and flame spread not greater than 5 feet when tested in accordance with NFPA 262.
B. Perform Work in accordance with NEC Standards.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with a minimum of 3 years' documented experience.

1.9 FIELD MEASUREMENTS

A. Verify field measurements are as indicated on Drawings.

1.10 COORDINATION

A. Refer to Section 01 30 00 "Administrative Requirements" for requirements for coordination.
B. Where wire and cable destinations are indicated and routing is not shown, determine routing and lengths required.
C. Wire and cable routing indicated are approximate unless dimensioned.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Power Wire and Cable: Cable to be manufactured by:
   1. Southwire.
   2. Okonite.
   3. PWC, Inc.
   4. Capital Wire & Cable Corp.
   5. Or approved equal.
B. Cable shall meet or exceed the applicable ICEA test requirements for the type of insulation used and the application.

2.2 POWER WIRE AND CABLE

A. 600V and Below:
   1. Description: Dry and Wet Locations, multi-conductor, insulated wire.
   2. Conductor: Copper.
   3. Insulation Voltage Rating: 600 volts.
   4. Insulation: ANSI/NFPA 70; Type THHN/THWN-2, 90 degrees C insulation for service entrance, feeders, and branch circuits.
   5. For conductor sizes 250 KCM and larger, Type RHH/RHW with XLPE insulation.

2.3 CONTROL CABLE

A. Analog I/O wiring shall be 16AWG twisted pair shielded, Belden 8719 or equal.
B. Discrete I/O wiring shall be 16AWG, 600V, stranded copper, THWN. Use multi-conductor cable when possible.

2.4 WIRING CONNECTORS

A. Split Bolt Connectors:
   1. Manufacturers:
      a. Ilsco.
      b. Buchanan.
      c. Burndy.
      d. Or approved equal.
   2. Substitutions: Refer to Section 01 60 00 "Product Requirements."
B. Solderless Pressure Connectors:
   1. Manufacturers:
      a. Ilsco.
      b. Buchanan.
      c. Burndy.
      d. Or approved equal.
   2. Substitutions: Refer to Section 01 60 00 "Product Requirements."
C. Spring Wire Connectors:
   1. Manufacturers:
      a. Ilsco.
      b. Buchanan.
      c. Burndy.
      d. Or approved equal.
   2. Substitutions: Refer to Section 01 60 00 "Product Requirements."
D. Compression Connectors:
   1. Manufacturers:
      a. Ilsco.
      b. Buchanan.
      c. Burndy.
      d. Or approved equal.
   2. Substitutions: Refer to Section 01 60 00 "Product Requirements."

2.5 TERMINATIONS

A. Terminal Lugs for Wires 6AWG and Smaller: Solderless, compression type copper.
B. Lugs for Wires 4AWG and Larger: Color keyed, compression type copper, with insulating sealing collars.
C. Use anti-seize compound when bolts and screws are used for threaded connections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Refer to Section 01 30 00 "Administrative Requirements" for coordination and Project conditions.
B. Verify interior of building has been protected from weather.
C. Verify Mechanical Work likely to damage wire and cable has been completed.
D. Verify raceway installation is complete and supported.

3.2 PREPARATION

A. Completely and thoroughly swab raceway before installing wire.

3.3 EXISTING WORK

A. Remove abandoned wire and cable.
B. Extend existing circuits using materials and methods compatible with existing electrical installations, or as specified.
C. Clean and repair existing wire and cable remaining or wire and cable to be reinstalled.

3.4 INSTALLATION

A. Route wire and cable to meet Project conditions.
B. Neatly train and lace wiring inside boxes, equipment, and panelboards.
C. Identify and color code wire and cable under provisions of Section 26 05 53 "Identification for Electrical Systems." Identify each conductor with its circuit number or other designation indicated.
D. Wire in Raceway:
    1. Pull conductors into raceway at same time.
    2. Install building wire 4AWG and larger with pulling equipment.
E. Special Techniques - Cable:
    1. Protect exposed cable from damage.
    2. Use suitable cable fittings and connectors.
F. Wiring Connections:
    1. Clean conductor surfaces before installing lugs and connectors.
    2. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
    3. Tape uninsulated conductors and connectors with electrical tape to 150 percent of the insulation rating of conductor.
    4. Install split bolt connectors for copper conductor splices and taps, 6AWG and larger.

5. Install solderless pressure connectors with insulating covers for copper conductor splices and taps, 8AWG and smaller.
6. Install insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10AWG and smaller.

G. Install stranded conductors for branch circuits 10AWG and smaller. Install crimp on fork terminals for device terminations. Do not place bare stranded conductors directly under screws.

H. Install terminal lugs on ends of 600V wires unless lugs are furnished on connected device, such as circuit breakers.

I. Size lugs in accordance with manufacturer's recommendations terminating wire sizes. Install 2-hole type lugs to connect wires 4-AWG and larger to copper bus bars.

J. For terminal lugs fastened together such as on motors, transformers, and other apparatus, or when space between studs is small enough that lugs can turn and touch each other, insulate for dielectric strength of 2-1/2 times normal potential of circuit.

3.5 WIRE COLOR

A. General:
1. For wire sizes 10AWG and smaller. Install wire colors in accordance with the following:
a. Black and red for single phase circuits at 120/240V.
b. Black, red, and blue for circuits at 120/208V single or 3-phase.
c. Brown, Orange, and yellow for circuits at 277/480V single or 3-phase.
2. For wire sizes 8AWG and larger, identify wire with colored tape continuously applied for a minimum of 4 inches at terminals, splices, and boxes. Colors are as follows:
a. Black and red for single phase circuits at 120/240V.
b. Black, red, and blue for circuits at 120/208V single or 3-phase.
c. Brown, orange, and yellow for circuits at 277/480V single or 3-phase.

B. Neutral Conductors: White. When 2 or more neutrals are in 1 conduit, individually identify each with proper circuit number.

C. Branch Circuit Conductors: Install 3 or 4 wire home runs with each phase uniquely color coded.

D. Feeder Circuit Conductors: Uniquely color code each phase.

E. Ground Conductors:
1. For 6AWG and smaller: Green.
2. For 4AWG and larger: Identify with green tape at both ends and visible points including junction boxes.

3.6 FIELD QUALITY CONTROL AND TESTING

A. Refer to Section 01 40 00 "Quality Requirements" for field inspecting, testing, adjusting, and balancing.

B. Inspect and test in accordance with NETA ATS, except Section 4.

C. Perform inspections and tests listed in NETA ATS, Section 7.3.2., cables, low voltage, 600V maximum.

D. Verify uniform resistance of parallel conductors.

END OF SECTION

SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Rod electrodes.
   2. Wire.
   3. Mechanical connectors.
   4. Exothermic connections.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. Institute of Electrical and Electronics Engineers:
   1. IEEE 80 - Guide for safety in AC Substation grounding.
   2. IEEE 1100 - Recommended Practice for Powering and Grounding Electronic Equipment.

B. International Electrical Testing Association:
   1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

C. National Fire Protection Association:
   1. NFPA 70 - National Electrical Code.

1.3 SYSTEM DESCRIPTION

A. Grounding systems use the following elements as grounding electrodes:
   1. Metal underground water pipe.
   2. Metal building frame.
   3. Concrete-encased electrode.
   4. Rod electrode.

1.4 PERFORMANCE REQUIREMENTS

A. Grounding System Resistance: 5-ohms maximum.

1.5 SUBMITTALS

A. Refer to Section 01 33 00 "Submittal Procedures" for requirements for Submittals.
B. Product Data: Submit data on grounding electrodes and connections.
C. Test Reports: Indicate overall resistance to ground and resistance of each electrode.

1.6 CLOSEOUT SUBMITTALS

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for requirements for Submittals.
B. Project Record Documents: Record actual locations of components and grounding electrodes.

1.7 QUALITY ASSURANCE

A. Provide grounding materials conforming to requirements of NEC, IEEE 80, and UL labeled.
B. Perform Work in accordance with NEC standards.
C. Maintain one copy each document on-site.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with a minimum of 3 years documented experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years documented experience.

1.9 PRE-INSTALLATION MEETINGS

A. Refer to Section 01 30 00 "Administrative Requirements" for pre-installation meeting.
B. Convene minimum one week prior to commencing Work of this Section.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Refer to Section 01 60 00 "Product Requirements" for requirements for transporting, handling, storing, and protecting products.
B. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
C. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.
D. Do not deliver items to Project before the installation. Limit shipment of bulk and multiple-use materials to quantities needed for immediate installation.

1.11 COORDINATION

A. Refer to Section 01 30 00 "Administrative Requirements" for requirements for coordination.
B. Complete grounding and bonding of building reinforcing steel prior to concrete placement.

PART 2 - PRODUCTS

2.1 ROD ELECTRODES

A. Manufacturers:
1. Burndy.
2. nVent (Erico).
3. Harger Lighting & Grounding.
4. Or approved equal.
5. Substitutions: Refer to Section 01 60 00 "Product Requirements."

B. Product Description:
   1. Material: Copper Clad.
   2. Diameter: 3/4-inch.
   3. Length: Ten feet.
C. Connector: Connector for exothermic welded connection, or non-reversable Type, Burndy Hy Ground Products listed for the application.

2.2 WIRE

A. Material: Stranded copper.
B. Foundation Electrodes: Bare Copper Conductor.
C. Grounding Electrode Conductor: Copper conductor insulated.
D. Bonding Conductor: Copper conductor insulated.
E. Ground ring: Bare copper conductor.

2.3 EXOTHERMIC CONNECTIONS

A. Manufacturers:
   1. Burndy.
   2. nVent (Erico).
   3. Harger Lighting & Grounding.
   4. Or approved equal.
   5. Substitutions: Refer to Section 01 60 00 "Product Requirements."
B. Product Description: Exothermic materials, accessories, and tools for preparing and making permanent field connections between grounding system components.
C. Exothermic connectors, rod electrodes, and other grounding related equipment shall be supplied by a manufacturer with 10 years' experience in manufacturing.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Refer to Section 01 30 00 "Administrative Requirements" for verification of existing conditions before starting Work.
B. Verify final backfill and compaction have been completed before driving rod electrodes.

3.2 PREPARATION

A. Remove paint, rust, mill oils, surface contaminants at connection points.

3.3 INSTALLATION

A. Install products in accordance with manufacturer's instructions. Exothermically weld all connections.
B. Install rod electrodes at locations as indicated on Drawings.
C. Install grounding and bonding conductors concealed from view.
D. Install grounding electrode conductor and connect to reinforcing steel in foundation footing as indicated on Drawings.

E. Bond together metal siding not attached to grounded structure, bond to ground.
F. Equipment Grounding Conductor: Install separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
G. Permanently attach equipment and grounding conductors prior to energizing equipment.

3.4 FIELD QUALITY CONTROL

A. Refer to Section 01 40 00 "Quality Requirements" for field inspecting, testing, adjusting, and balancing.
B. Inspect and test in accordance with NETA ATS, except Section 4.
C. Grounding and Bonding: Perform inspections and tests listed in NETA ATS, Section 7.13., Grounding Systems.

END OF SECTION

SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Conduit and equipment supports.
   2. Anchors and fasteners.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. NECA - National Electrical Contractors Association.
B. ANSI/NFPA 70 - National Electrical Code.
C. NFPA 70 - National Electrical Code.

1.3 REGULATORY REQUIREMENTS

A. Conform to requirements of ANSI/NFPA 70.
B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.4 SUBMITTALS

A. Refer to Section 01 33 00 "Submittal Procedures" for requirements for submittals.
B. Product Data:
   1. Hangers and Supports: Submit manufacturers catalog data including load capacity.
   2. Firestopping: Submit data on product characteristics, performance, and limitation criteria.
C. Design Data: Indicate load carrying capacity of hangers and supports.
D. Manufacturer’s Installation Instructions:
   1. Hangers and Supports: Submit special procedures and assembly of components.
E. Manufacturer’s Certificate: Certify products meet or exceed specified requirements.

PART 2 - PRODUCTS

2.1 CONDUIT SUPPORTS

A. Manufacturers:
   1. Carlon; a brand of Thomas & Betts Corporation.
   2. nVent (CADDY).
   3. Or approved equal.
   4. Substitutions: Refer to Section 01 60 00 "Product Requirements."

2.2 FORMED STEEL CHANNEL

A. Furnish materials in accordance with industry accepted standards.
B. Product Description: Galvanized 12-gauge-thick steel. With holes 1-1/2 inches on center.

2.3 SPRING STEEL CLIPS

A. Furnish materials in accordance with industry accepted standards.
B. Product Description: Mounting hole and screw closure.

2.4 SLEEVES

A. Sleeves Through Non-Fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Steel pipe or 18-gauge-thick galvanized steel.
B. Stuffing Insulation: Glass fiber type, non-combustible.

2.5 MECHANICAL SLEEVE SEALS

A. Product Description: Modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill annual space between object and sleeve, connected with bolts and pressure plates causing rubber sealing elements to expand when tightened, providing watertight seal and electrical insulation

2.6 ANTI-SEIZE COMPOUND

A. Use anti-seize compound when using bolts and screws to install pre-manufactured equipment.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Refer to Section 01 30 00 "Administrative Requirements" for verification of existing conditions before starting Work.
B. Verify openings are ready to receive sleeves.

3.2 INSTALLATION - HANGERS AND SUPPORTS

A. Anchors and Fasteners:
   1. Concrete Structural Elements: Provide expansion anchors, powder actuated anchors and preset inserts.
   2. Steel Structural Elements: Provide beam clamps, spring steel clips, and steel ramset fasteners.
   3. Concrete Surfaces: Provide self-drilling anchors and expansion anchors.
   4. Sheet Metal: Provide sheet metal screws.
   5. Wood Elements: Provide wood screws.
B. Install conduit and raceway support and spacing in accordance with NEC.
C. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.
D. Install multiple conduit runs on common hangers.

E. Supports:
   1. Fabricate supports from structural steel. Rigidly well members or install hexagon head bolts to present neat appearance with adequate strength and rigidity. Install spring lock washers under nuts.
   2. Install surface mounted cabinets and panelboards with minimum of 4 anchors.
   3. In wet and damp locations install steel channel supports to stand cabinets and panelboards 1-inch off wall.

3.3 INSTALLATION - EQUIPMENT BASES AND SUPPORTS

A. Provide housekeeping pads of concrete, minimum 4 inches thick and extending 6 inches beyond supported equipment.
B. Using templates furnished with equipment, install anchor bolts, and accessories for mounting and anchoring equipment.
C. Construct supports of formed steel channel. Brace and fasten with flanges bolted to structure.

3.4 INSTALLATION - SLEEVES

A. Exterior watertight entries: Seal with adjustable interlocking rubber links.
B. Conduit penetrations not required to be watertight: Sleeve and fill with silicon foam.
C. Set sleeves in position in forms. Provide reinforcing around sleeves.
D. Size sleeves are large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.
E. Extend sleeves through floors 1 inch above finished floor level. Caulk sleeves.
F. Where conduit or raceway penetrates floor, ceiling, or wall, close off space between conduit or raceway and adjacent work with fire stopping insulation and caulk airtight. Provide close fitting metal collar or escutcheon covers at both sides of penetration.
G. Install stainless steel escutcheons at finished surfaces.

3.5 FIELD QUALITY CONTROL

A. Refer to Section 01 40 00 "Quality Requirements" for field inspecting, testing, adjusting, and balancing.

3.6 CLEANING

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for requirements for cleaning.

3.7 PROTECTION OF FINISHED WORK

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for requirements for protecting finished Work.
B. Protect adjacent surfaces from damage by material installation.

END OF SECTION

SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes conduit and tubing, surface raceways, wireways, outlet boxes, pull and junction boxes, and handholes.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 26 "Grounding and Bonding for Electrical Systems."
   3. Section 26 05 29 "Hangers and Supports for Electrical Systems."
   4. Section 26 05 53 "Identification for Electrical Systems."

1.2 REFERENCES

A. American National Standards Institute:
   1. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
B. National Electrical Manufacturers Association:
   1. NEMA 250 - Enclosures for Electrical Equipment (1,000 Volts Maximum).
   2. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
   3. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
   4. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers, and Box Supports.
   5. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
   6. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.
   7. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.
C. National Fire Protection Association:
   1. NFPA 70 - National Electrical Code.

1.3 SYSTEM DESCRIPTION

A. Raceway and boxes located as indicated on Drawings, and at other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements. Raceway and boxes are shown in approximate locations unless dimensioned. Provide raceway to complete wiring system.
B. Underground: Schedule 40 PVC conduit. Provide cast metal boxes or nonmetallic handhole.
C. When transitioning from below grade to above grade, provide PVC coated rigid steel conduit elbows.
D. Outdoor Locations, Above Grade: Provide rigid steel conduit. Provide cast metal outlet, pull, and junction boxes.
E. In Slab Above Grade: Provide thick wall nonmetallic conduit. Provide sheet metal boxes.
F. Wet and Damp Locations: Provide rigid steel conduit. Provide cast metal or nonmetallic outlet, junction, and pull boxes. Provide flush mounting outlet box in finished areas.
G. Concealed Dry Locations: Provide rigid steel conduit. Provide sheet-metal boxes. Provide flush mounting outlet box in finished areas. Provide hinged enclosure for large pull boxes.
H. Exposed Dry Locations: Provide rigid steel conduit. Provide sheet-metal boxes. Provide flush mounting outlet box in finished areas. Provide hinged enclosure for large pull boxes.

1.4 DESIGN REQUIREMENTS

A. Minimum Raceway Size: 3/4-inch unless otherwise specified.

1.5 SUBMITTALS

A. Refer to Section 01 33 00 "Submittal Procedures" for submittal procedures.
B. Product Data: Submit for the following:
   1. Rigid metallic conduit.
   2. Liquidtight flexible metal conduit.
   3. Nonmetallic conduit.
   4. Raceway fittings.
   5. Conduit bodies.
   6. Pull and junction boxes.
C. Manufacturer's Installation Instructions: Submit application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.6 CLOSEOUT SUBMITTALS

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for closeout procedures.
B. Project Record Documents:
   1. Record actual routing of conduits larger than 2 inches.
   2. Record actual locations of outlet, pull, and junction boxes.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Refer to Section 01 60 00 "Product Requirements" for product storage and handling requirements.
B. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
C. Protect PVC conduit from sunlight.

1.8 COORDINATION

A. Refer to Section 01 30 00 "Administrative Requirements" for coordination and Project conditions.

PART 2 - PRODUCTS

2.1 METAL CONDUIT

A. Manufacturers:
   1. Allied.
   2. Wheatland.
   3. Or approved equal.
   4. Substitutions: Refer to Section 01 60 00 "Product Requirements."
B. Rigid Steel Conduit: ANSI C80.1.

C. Rigid Aluminium Conduit: ANSI C80.5.
D. Intermediate Metal Conduit (IMC): Rigid steel.
E. Fittings and Conduit Bodies: NEMA FB 1; all steel fittings.

2.2 PVC COATED METAL CONDUIT

A. Manufacturers:
   1. Levy.
   2. Robroy Industries.
   3. Or approved equal.
   4. Substitutions: Refer to Section 01 60 00 "Product Requirements."
B. Product Description: NEMA RN 1; rigid steel conduit with external PVC coating, 20-mm thick.
C. Fittings and Conduit Bodies: NEMA FB 1; steel fittings with external PVC coating to match conduit.

2.3 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

A. Manufacturers:
   1. Ultatite.
   2. Electri-flex.
   3. Or approved equal.
   4. Substitutions: Refer to Section 01 60 00 "Product Requirements."
B. Product Description: Interlocked steel construction with PVC jacket.
C. Fittings: NEMA FB 1.

2.4 NONMETALLIC CONDUIT

A. Manufacturers:
   1. Carlon.
   2. JM Eagle.
   3. Or approved equal.
   4. Substitutions: Refer to Section 01 60 00 "Product Requirements."
B. Product Description: NEMA TC 2, ASTM D3350; Schedule 40 PVC or HDPE conduit.
C. Fittings and Conduit Bodies: NEMA TC 3.
D. HDPE conduit provided with an integral tracer wire.

2.5 WIREWAY

A. Manufacturers:
   1. Allied Moulded Products, Inc.
   2. Carlon.
   3. Or approved equal.
   4. Substitutions: Refer to Section 01 60 00 "Product Requirements."
B. Product Description: Oiltight and dust-tight type wireway.
C. Knockouts: Bottom only.
D. Size: As indicated on Drawings.
E. Cover: Hinged cover with full gaskets.
F. Connector: Slip-on.
G. Fittings: Lay-in type with drip shield.
H. Finish: Rust inhibiting primer coating with gray enamel finish.

2.6 OUTLET BOXES

A. Manufacturers:
   1. Allied Moulded Products, Inc.
   2. Carlon; a brand of Thomas & Betts Corporation.
   3. Or approved equal.
   4. Substitutions: Refer to Section 01 60 00 "Product Requirements."
B. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
   1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; furnish 1/2-inch male fixture studs where required.
   2. Concrete Ceiling Boxes: Concrete type.
C. Nonmetallic Outlet Boxes: NEMA OS 2.
D. Cast Boxes: NEMA FB 1, Type FD, cast feralloy. Furnish gasketed cover by box manufacturer.
E. Wall Plates for Finished Areas: As specified in Section 26 27 26 "Wiring Devices."
F. Wall Plates for Unfinished Areas: Furnish gasketed cover.

2.7 PULL AND JUNCTION BOXES

A. Manufacturers:
   1. nVent (Hoffman).
   2. Raco Taymac Bell; Hubbell Incorporated, Commercial, and Industrial.
   3. Substitutions: Refer to Section 01 60 00 "Product Requirements."
B. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
C. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
   1. Material: Galvanized cast iron.
   2. Cover: Furnish with ground flange, neoprene gasket, and stainless-steel cover screws.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Refer to Section 01 30 00 "Administrative Requirements" for coordination and Project conditions.
B. Verify outlet locations and routing and termination locations of raceway prior to rough-in.

3.2 INSTALLATION

A. Ground and bond raceway and boxes in accordance with Section 26 05 26 "Grounding and Bonding for Electrical Systems."
B. Fasten raceway and box supports structure and finished in accordance with Section 26 05 29 "Hangers and Supports for Electrical Systems."
C. Identify raceway and boxes in accordance with Section 26 05 53 "Identification for Electrical Systems."
D. Arrange raceway and boxes to maintain headroom and present a neat appearance.
E. Use anti-seize compound when using bolts and screws to install pre-manufactured equipment.

3.3 INSTALLATION - RACEWAY

A. Raceway routing is shown in approximate locations unless dimensioned. Route to complete wiring system.
B. Arrange raceway supports to prevent misalignment during wiring installation.
C. Support raceway using coating steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
D. Group related raceway; support using conduit rack. Construct rack using steel channel specified in Section 26 05 29 "Hangers and Supports for Electrical Systems" to provide space on each for 25 percent additional raceways.
E. Do not support raceway with wire or perforated pipe straps. Remove wire used for temporary supports.
F. Do not attach raceway to ceiling support wires or other piping systems.
G. Construct wireway supports from steel channel specified in Section 26 05 29 "Hangers and Supports for Electrical Systems."
H. Route exposed raceway parallel and perpendicular to walls.
I. Maximum Size Conduit in Slab Above Grade: 3/4-inch. Do not cross conduits in slab.
J. Maintain clearance between raceway and piping for maintenance purposes.
K. Maintain 12-inch clearance between raceway and surfaces with temperatures exceeding 104 degrees F.
L. Cut conduit square using saw or pipe cutter; de-burr cut ends.
M. Bring conduit to shoulder of fittings; fasten securely.
N. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for minimum 20 minutes.
O. Install conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.
P. Install no more than equivalent of three 90-degree bends between boxes. Install conduit bodies to make sharp changes in direction, as around beams. Install hydraulic on-shot bender to fabricate factory elbows for bends in metal conduit larger than 2-inch size.
Q. Avoid moisture traps; install junction box with drain fitting at low points in conduit system.
R. Install fittings to accommodate expansion and deflection where raceway crosses seismic, control and expansion joints.
S. Install suitable pull string or cord in each empty raceway except sleeves and nipples.
T. Install suitable caps to protect installed conduit against entrance of dirt and moisture.
U. Surface Raceway: Install flat-head screws, clips, and straps to fasten raceway channel to surfaces; mount plumb and level. Install insulating bushings and inserts at connections to outlets and corner fittings.
V. Close ends and unused openings in wireway.

3.4 INSTALLATION - BOXES

A. Install wall mounted boxes at elevations to accommodate mounting heights as indicated on Drawings.
B. Adjust box location up to 10 feet prior to rough-in to accommodate intended purpose.
C. Orient boxes to accommodate wiring devices orientated as specified in Section 26 27 26 "Wiring Devices."
D. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.

E. In Accessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.
F. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
G. Do not install flush mounting box back-to-back in walls; install with minimum 6 inches separation. Install with minimum 24 inches separation in acoustic rated walls.
H. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
I. Install stamped steel bridges to fasten flush mounting outlet box between studs.
J. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
K. Install adjustable steel channel fasteners for hung ceiling outlet box.
L. Do not fasten boxes to ceiling support wires or other piping systems.
M. Support boxes independently of conduit.
N. Install gang box where more than one device is mounted together. Do not use sectional box.
O. Install gang box with plaster ring for single device outlets.

3.5 INTERFACE WITH OTHER PRODUCTS

A. Locate outlet boxes to allow luminaires positioned as indicated on Drawings.
B. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

3.6 ADJUSTING

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for testing, adjusting, and balancing.
B. Adjust flush-mounting outlets to make front flush with finished wall material.
C. Install knockout closures in unused openings in boxes.

3.7 CLEANING

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for final cleaning.
B. Clean interior of boxes to remove dust, debris, and other material.
C. Clean exposed surfaces and restore finish.

END OF SECTION

SECTION 26 05 53 - ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Nameplates and labels.
   2. Wire and cable markers.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 00 "Basic Electrical Methods."

1.2 REFERENCES

A. ANSI/NFPA 70 - National Electrical Code.

PART 2 - PRODUCTS

2.1 NAMEPLATES AND LABELS

A. Engraved 3-layer laminated plastic, white letters on black background.
B. Locations:
   1. Each electrical distribution and control equipment enclosure.
   2. Communication cabinets, and computer cabinets.
   3. Field disconnects, start stop stations, control panels.
C. Letter Size:
   1. 1/4-inch for identifying individual equipment and loads.
   2. 1/4-inch for identifying grouped equipment and loads.
   3. 3/8-inch for identifying main disconnect equipment.

2.2 WIRE/CONDUIT/BOX MARKERS

A. Description: Brady B-321 Heat-Shrink Polyolefin markers. Typed label to identify each termination end point of the conductor. DC conductors shall identify polarity.
B. Locations: Each conductor at wireway, pull boxes, outlet and junction boxes, and each load connection. All conduit penetrations identifying the location of each end.
C. Legend for Power and Lighting Circuits: Branch circuit or feeder number indicated on Drawings.
D. Boxes:
   1. Label each junction box in accessible locations to indicate system type (i.e., security; power circuit - 1, 3, 5, etc.)
   2. Boxes serving fire alarm system shall be painted red in their entirety.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive nameplates and labels.

3.2 APPLICATION

A. Install nameplate and label parallel to equipment lines.
B. Secure nameplate to equipment front using screws or rivets.
C. Identify underground conduits using underground warning tape. Install one tape per trench at 12 inches below finished grade. Identify all conduits at exposed locations into all boxes, cabinets, etc. (see Specification Section 26 05 00 "Basic Electrical Methods".)
D. Identify all conductors at every termination indicating endpoints of termination and tag identification as required.
E. Color coding for phase identification (not all voltages may exist in this Project):

120/208 volts	Phase	277/480 volts
Black	A	Brown
Red	B	Orange
Blue	C	Yellow
White	Neutral	Gray
Green	Ground	Green

F. Conductor phase and voltage identification shall be made by color-coded insulation for all conductors smaller than No. 6-AWG. For conductors No. 6-AWG and larger, identification shall be made by color-coded insulation, or conductors with black insulation furnished and identified by colored electrical tape. Conductor identification provided within each enclosure where a tap, splice, or termination is made.

END OF SECTION

SECTION 26 08 00 - COMMISSIONING ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Testing procedures and methods required before Owner accepts electrical systems.
   2. Electrical system startup procedures.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 00 "Basic Electrical Methods."
   3. Section 26 05 13 "Building Wire and Cable."
   4. Section 26 28 16.16 "Enclosed Switches."

1.2 REFERENCES

A. National Electrical Code - NEC.
B. National Electrical Manufacturer's Association - NEMA.
C. ASTM International - ASTM.
D. Institute of Electrical and Electronic Engineers - IEEE.
E. American National Standards Institute - ANSI.
F. ANSI C2 - National Electrical Safety Code.
G. ANSI Z244-1 - American National Standard for Protection.
H. Manufacturer's instruction manuals applicable to each apparatus.

1.3 PROJECT RECORD DOCUMENTS

A. Document calibration of all equipment utilized in electrical system tests and able to be verified. Accuracy of test instruments shall be directly traceable to National Bureau of Standards.
   1. Calibrate analog field instruments within 6 months of use.
   2. Calibrate digital field instruments within 12 months of use.
   3. Calibrate leased instruments within 12 months of use where lessor guarantees accuracy.
B. Accurately record field data obtained during tests as acceptable to Owner. Provide three copies of tests summary to Owner as acceptable to Owner.

PART 2 - TEST REQUIREMENTS

2.1 CABLE TESTS

A. Visually inspect cables for physical damage and proper connection per single line diagram. Verify all cables are permanently numbered. Check cable color coding with applicable Specifications and National Electrical Code standards.
B. After installation and before rated voltage applied to any power cable #8 AWG or larger, check DC insulation for each cable with a megohmmeter. Applied potential shall be 1,000 Volts DC for one minute. Minimum acceptable resultant value shall be 100 megohms. Individually test each conductor with all other conductors and shields grounded at both ends. Terminations shall be properly suppressed by guard ring, field reduction sphere, or other suitable method.

2.2 GROUNDING SYSTEMS

A. Inspect ground system for compliance with Plans and Specifications. Perform three-point, fall-of-potential test per IEEE Standard No. 81, Section 9.04 on main grounding electrode, Resistance to ground shall be no greater than 5 ohms. Contractor responsible for installing additional electrodes required to lower resistance to 5 ohms, if greater, at no additional expense to Owner.

2.3 FIELD DEVICE TESTS

A. Visually inspect all field devices for physical damage and proper installation. Calibrate devices per manufacturer's recommendations. Verify proper operation of all field devices before startup.

PART 3 - EXECUTION

3.1 ELECTRICAL STARTUP

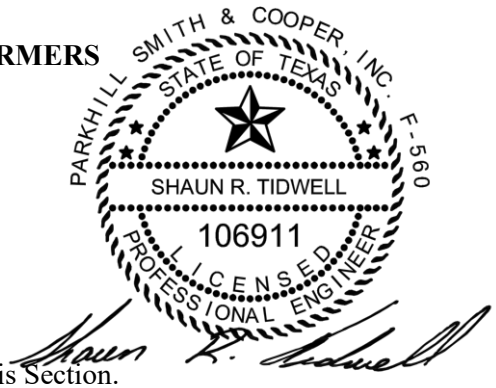
A. Startup procedures assure equipment and systems utilized are ready for operation and use by Continuum Partners.
B. Contractor will perform startup with Engineer and a Continuum Partners representative (if desired) present.

3.2 PROCEDURES

A. Operate field devices and other equipment utilized as required for efficient system operation. Contractor demonstrates field devices work as specified. Upon effectively demonstrating satisfactory operation of all electrical systems, Energize all equipment not adversely affected for 7 days. Replace any controls or other equipment found defective before Owner acceptance.
B. Provide "Certification of Proper Operation" to Engineer upon completion of startup.

END OF SECTION

SECTION 26 22 00 - LOW-VOLTAGE TRANSFORMERS



PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Two-winding transformers.

B. Related Requirements:
1. Division 01 Specification Sections apply to Work of this Section.
2. Section 26 05 26 "Grounding and Bonding for Electrical Systems."
3. Section 26 05 29 "Hangers and Supports for Electrical Systems."
4. Section 26 05 33 "Raceway and Boxes for Electrical Systems."
5. Section 26 05 53 "Identification for Electrical Systems."

1.2 REFERENCE STANDARDS

A. National Electrical Manufacturers Association:
1. NEMA ST 1 - Specialty Transformers (Except General Purpose Type).
2. NEMA ST 20 - Dry Type Transformers for General Applications.

B. International Electrical Testing Association:
1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

1.3 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures" for Submittal procedures.

B. Product Data: Submit outline and support point dimensions of enclosures and accessories, unit weight, voltage, kVA, and impedance ratings and characteristics, tap configurations, insulation system type, and rated temperature rise.

C. Test and Evaluation Reports: Indicate loss data, efficiency at 25, 50, 75 and 100 percent rated load, and sound level.

D. Source Quality Control Submittals: Indicate results of shop, factory tests and inspections.

E. Field Quality Control Submittals: Indicate results of Contractor furnished tests and inspections.

1.4 CLOSEOUT SUBMITTALS

A. Section 01 70 00 "Closeout Procedures" for closeout procedures.

B. Record Documentation: Record actual locations of transformers.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum 3 years documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 "Product Requirements" for storage and handling requirements.
B. Store in clean, dry space. Maintain factory wrapping or provide additional canvas or plastic cover to protect units from dirt, water, construction debris, and traffic.
C. Handle in accordance with manufacturer's written instructions. Lift only with lugs provided. Handle carefully to avoid damage to transformer internal components, enclosure, and finish.

PART 2 - PRODUCTS

2.1 TWO-WINDING TRANSFORMERS

A. Manufacturers:
1. Schneider Electric USA, Inc. (Square D).
2. Eaton.
3. Rex Power Magnetics
4. Or approved equal.
5. Substitutions: Section 01 60 00 "Product Requirements."
B. Description: NEMA ST 20, factory-assembled, air-cooled, dry type transformers, ratings as indicated on Drawings. Compliance with DOE CSL-3 Final Rule-October 2007.
C. Operation:
1. Primary Voltage: 480 volts, 3-phase.
2. Secondary Voltage: 120/240 volts, 3-phase.
3. Insulation system and average winding temperature rise for rated kVA as follows:
a. 1-15 kVA: Class 220 with 80 degrees C rise.
b. 16-500 kVA: Case temperature: Do not exceed 35 degrees C rise above ambient at warmest point at full load.
4. Winding Taps:
a. Transformers less than 15 kVA: Two 5 percent below rated voltage, full capacity on taps on primary windings.
b. Transformers 15 kVA and Larger: NEMA ST 20.
c. Core of Grade M6 low loss silicon steel or better.
5. Sound Levels: NEMA ST 20.
6. Basic Impulse Level: 10 kV.
7. Mounting:
a. 1-15 kVA: Suitable for wall mounting.
b. 15 kVA and larger: Floor mounting.
D. Materials:
1. Ground core and coil assembly to enclosure by means of visible flexible copper grounding strap.
2. Coil Conductors: Continuous copper windings with terminations brazed or welded.
3. Enclosure: NEMA ST 20, Suitable for the environment in which it will be installed, ventilated. Furnish lifting eyes or brackets.
E. Fabrication:
1. Isolate core and coil from enclosure using vibration-absorbing mounts.
2. Nameplate: Include transformer connection data and overload capacity based on rated allowable temperature rise.
3. Installation: Use anti-seize compound on bolts, and screws to install premanufactured equipment.

4. Enclosures: Ventilated
   a. Enclosures must be rated for environment in which they are located.
   b. Environmental Protection:
      1) Indoor: UL 50E, Type 2
      2) Outdoor: UL 50E, Type 3R
5. Core and coil must be encapsulated within resin compound using vacuum-pressure impregnation process to seal out moisture and air.
6. KVA Ratings: As indicated in drawings.
7. Cooling: Based on convection cooling only and not relying on auxiliary fans.
8. Wiring Compartment: Sized for conduit entry and wiring installation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 77 00 “Closeout Procedures.”
B. Verify mounting supports are properly sized and located, including concealed bracing in walls.

3.2 PREPARATION

A. Section 01 77 00 “Closeout Procedures.”
B. Provide concrete housekeeping pads under all floor mounted transformers.

3.3 INSTALLATION

A. Set transformer plumb and level.
B. Secure transformers to concrete pads in accordance with manufacturer recommendations.
C. Construct concrete bases and anchor floor-mounted transformers in accordance with manufacturer's published instructions and requirements in Section 26 05 29 “Hangers and Supports for Electrical Systems.”
   1. Coordinate size and location of concrete bases with actual transformers provided. Cast anchor-bolts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete
D. Use liquid tight flexible conduit with approved fittings in accordance with Section 26 05 33 “Raceway and Boxes for Electrical Systems” for connections to transformer case. Maintain a maximum of 2 feet (24 inches). Make conduit connections to side panel of the enclosure.
E. Support transformers in accordance with Section 26 05 29 “Grounding and Bonding” for Electrical Systems.
   1. Mount wall-mounted transformers using integral flanges or accessory brackets furnished by manufacturers.
   2. Mount floor-mounted transformers on vibration isolating pads suitable for isolating transformer noise from building structure.
F. Install grounding and bonding in accordance with 26 05 26 “Grounding and Bonding” for Electrical Systems.

3.4 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Control" requirements for inspecting and testing.
B. Inspect and test in accordance with NETA ATS, except Section 4.
C. Perform inspections and tests listed in NETA ATS, Section 7.2.1.1., Transformers, Dry Type, Air-Cooled, Low-Voltage, Small.
D. Perform turns-ratio test at all tap positions.

3.5 ADJUSTING

A. Section 01 70 00 "Closeout Procedures": Testing, adjusting, and balancing.
B. Measure primary and secondary voltages and make appropriate tap adjustments.

3.6 CLEANING

A. Section 01 70 00 "Closeout Procedures" requirements for cleaning.

END OF SECTION

SECTION 26 24 16 - PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes 120/240 distribution panelboards.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 29 “Supporting Devices.”

1.2 REFERENCES

A. NECA (National Electrical Contractors Association) "Standard of Installation."
B. NEMA AB 1 - Molded Case Circuit Breakers.
C. NEMA PB 1 - Panelboards.
D. NEMA PB 1.1 - Instructions for Safe Installation, Operation and Maintenance of Panelboards. Rated 600 Volts or Less.
E. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS

A. Submit under provisions of General Conditions:
   1. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, integrated short circuit ampere rating, circuit breaker, and fusible switch arrangement and sizes.
   2. Manufacturer Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.
   3. Project Record Documents: Record actual locations of products and indicate actual branch circuit arrangement.
   4. Operation and Maintenance Data: Include spare parts data listing and recommended maintenance procedures and intervals.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with NECA Standard of Installation.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified herein with minimum 5 years' experience.

1.6 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70. Furnish products listed and classified by UL as suitable for purpose specified and indicated.

1.7 GENERAL CONDITIONS

A. Provide 2 of each panelboard key if required.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Independently-mounted panelboards shall be manufactured by:
1. Schneider Electric USA (Square D).
2. Eaton.
3. Cutler Hammer.
4. Approved equal.
5. Substitutions: Section 01 60 00 “Product Requirements.”

2.2 DISTRIBUTION PANELBOARDS

A. Panelboards:
1. Rating: As indicated on drawings.
2. Panelboard Bus: Tin-plated copper, current carrying components, ratings as indicated on Drawings. Furnish tin-plated copper ground bus in each panelboard.
3. Minimum Integrated Short Circuit Rating: 18,000 A RMS symmetrical, or as indicated on Drawings.
4. Molded Case Circuit Breakers: UL 489, bolt-on type thermal magnetic trip circuit breakers, with common trip handle for all poles, listed as Type SWD for lighting circuits, replaceable without disturbing adjacent units or as indicated on Drawings. Provide circuit breaker accessory trip units and auxiliary switches as indicated.
5. Panelboard shall be equipped with a controller incorporating an integral time clock and remotely operated switches for control of lighting circuits.

B. Enclosures: Surface-mounted, dead front cabinets, secured with flush latch with tumbler lock, and keyed alike.
1. Rated for environmental conditions at installed location.
a. Outdoor and Other Wet or Damp Indoor Locations: UL 50E, Type 3R.
2. Enclosure-installed indoors to be finished in manufacturer’s standard grey enamel finish.
3. Unless otherwise approved by Engineer. Panelboards are to be constructed in single sections.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install panelboards per NEMA PB 1.1. Install panelboards plumb. Provide supports per Drawings and Section 26 05 29 "Supporting Devices." Height is 6-foot maximum to top of panelboard. Provide filler plates for unused spaces in panelboards. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes required to balance phase loads. Label spare slots as such in erasable pencil on directory. Provide black-on-white engraved plastic nameplates.

3.2 FIELD QUALITY CONTROL

A. Perform a field inspection and test for grounds on each circuit after installation is complete. Measure steady state load currents at each panelboard feeder, rearranging panelboard circuits to balance phase loads to within 20 percent of each other. Maintain proper phasing for multiwire branch circuits.
B. Visual and Mechanical Inspection: Inspect for physical damage, proper alignment, anchorage, and grounding. Check proper installation and tightness of connections for circuit breakers, fusible switches, and fuses.

3.3 PAYMENT

A. Payment made for all Work covered herein at Contract unit price per unit or included in lump sum price per job for items, as shown on Proposal. Payment shall be complete compensation for complete performance of Work per Drawings and Specification provisions.

END OF SECTION

SECTION 26 27 26 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes wall switches, receptacles, and device plates.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 33.16 "Boxes."

1.2 REFERENCES

A. NECA - Standard of Installation.
B. NEMA WD1 - General Requirements for Wiring Devices.
C. NEMA WD 6 - Wiring Device - Dimensional Requirements.
D. NFPA 70 - National Electric Code.

1.3 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified herein with minimum 3 years documented experience.

1.4 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Provide products listed and classified by UL as suitable for purpose specified and indicated.

PART 2 - PRODUCTS

2.1 WALL SWITCHES

A. Manufacturers:
   1. General Electric: Model 5951-2G;
   2. Hubbell: Model 1221-I;
   3. P&S: Model 20-AC-1-1; or
   4. Approved equal.
B. Description: NEMA WD 1, Specification Grade, AC only general-use snap switch.
C. Body and Handle: Ivory plastic with toggle handle.
D. Ratings:
   1. Voltage 120/277 volts, AC.
   2. Current: 20 amperes.

2.2 RECEPTACLES

A. Manufacturers:
   1. General Electric: Model 5362-2;
   2. Hubbel: Model 5362-1;
   3. P&S: Model 5362-1; or
   4. Approved equal.

B. Description: NEMA WD 1, Specification Grade general-use receptacle.
C. Device Body: Ivory plastic.
D. Configuration: NEMA WD 6, type as specified and indicated.
E. Convenience Receptacle: Type 5-20.
F. GFCI Receptacle: 20-amp rated convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.
G. Outdoor receptacles shall have weatherproof enclosures whether or not attachment plug cap is inserted.

2.3 WALL PLATES

A. Provide plates for each switch and receptacle device and stainless-steel wall plates.
B. Exposed: Plates for exposed screw-jointed fittings shall match fittings with edges of plates flush with edges of fittings. Plates for cast type boxes shall be cast and vapor tight.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing conditions before beginning work.
B. Verify outlet boxes are installed at proper height.
C. Verify wall openings are neatly cut and completely covered by wall plates.
D. Verify branch circuit wiring installation is complete, tested, and ready for connection to wiring devices.

3.2 PREPARATION

A. Clean debris from outlet boxes.

3.3 INSTALLATION

A. Install in accordance with NECA - Standard of Installation.
B. Install devices plumb and level.
C. Install switches with OFF position down.
D. Install receptacles with grounding pole on bottom.
E. Connect wiring device grounding terminal to branch circuit equipment grounding conductor.
F. Connect wiring devices by wrapping conductor around screw terminal.
G. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface-mounted outlets.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Coordinate locations of outlet boxes provided under Section 26 05 33.16 "Boxes" to obtain mounting heights specified and indicated on drawings.
B. Install wall switch 44 inches above the finished floor.
C. Install convenience receptacle 18 inches above the finished floor.

3.5 FIELD QUALITY CONTROL

A. Inspect each wiring device for defects.
B. Operate each wall switch with circuit energized and verify proper operation.
C. Confirm that each receptacle device is energized.
D. Test each receptacle device for proper polarity.
E. Test each GFCI receptacle device for proper operation.

3.6 ADJUSTING

A. Adjust devices and wall plates to be flush and level.

3.7 CLEANING

A. Clean exposed surfaces to remove splatters and restore finish.

END OF SECTION

SECTION 26 28 16.16 - ENCLOSED SWITCHES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes fusible and non-fusible switches.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. NEMA KS 1 - Enclosed Switches.
B. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS

A. Product Data: Provide switch ratings and enclosure dimensions.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with NECA - Standard of Installation.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified herein with minimum 3 years documented experience.

1.6 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Furnish products listed and classified by UL as suitable for purpose specified and shown.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. As specified on Drawings, in Specifications, or equal approved by Engineer.

2.2 DISCONNECT SWITCHES

A. Fusible Switch Assemblies: NEMA KS 1, Type HD load interrupter enclosed knife switch with externally-operable handle interlocked to prevent opening front cover with switch in ON position. Must accept Class R Type Fuses. Handle lockable in ON and OFF positions. Number of poles, amperage, and voltage ratings as shown on Contract Drawings.
B. Enclosures: NEMA KS 1.
   1. Interior Dry Locations: Type 1.
   2. Exterior Locations: Type 3R or 4.
   3. NEMA enclosure ratings as specified on Drawings outweigh location specification.

C. Non-Fusible Switch Assemblies: NEMA KS 1, Type HD load interrupter enclosed knife switch with externally-operable handle interlocked to prevent opening front cover with switch in ON position. Handle lockable in ON and OFF positions. Number of poles, amperage, and voltage ratings to be as shown on the Contract Drawings.
D. Enclosures: NEMA KS 1.
   1. Interior Dry Locations: Type 1.
   2. Exterior Locations: Type 3R or 4.
   3. NEMA enclosure ratings as specified on Drawings outweigh location specification.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install isolation switches where indicated.
B. Provide warning labels as indicated on Drawings.

END OF SECTION

SECTION 26 43 00 - SURGE PROTECTIVE DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes Surge Protective Device (SPD), (former Transient Voltage Surge Suppression devices, TVSS). SPD used herein and all Drawings.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 26 “Grounding and Bonding.”
   3. Section 26 27 26 “Wiring Devices.”

1.2 REFERENCES

A. Specified systems shall be designed, manufactured, tested, and installed in compliance with:
   1. Canadian Standards Association (CSA).
   2. American National Standards Institute.
   3. National Electrical Manufacturer Association (NEMA).
B. Institute of Electrical and Electronic Engineers:
   1. ANSI/IEEE C62.11.
   2. C62.41.
   3. C62.45.
C. Federal Information Processing Standards Publication 94 FIP PUB 94.
D. National Fire Protection Association:
   1. NFPA 20.
   2. NFPA 70.
   3. NFPA 75.
   4. NFPA 780.
E. UL, Inc. 1449 3rd Ed., UL 1283: MIL-STD-220A.

1.3 SYSTEM DESCRIPTION

A. Includes electrical and mechanical requirements for a high-energy transient voltage surge suppression system. Specified system shall provide effective high energy surge current diversion, sine wave tracking for electrical line noise filtering and be suitable for application in ANSI/IEEE C62.41 Category A, B, and C environments, as tested by ANSI/IEEE C62.11, C62.45 and MIL-STD-220A.
B. Connect system in parallel with protected system; no series connected elements used which limit load current or kVA capability.

1.4 SUBMITTALS FOR REVIEW

A. Submit under provisions of Section 01 33 00 “Submittal Procedures.”
B. Provide dimensions and materials of each component. Include isolation switch data.
C. Documentation of specified system's UL 1449 Listing and clamping voltage ratings of all protection modes shall be included as required product data submittal information.
D. Include documentation of specified system's UL 1283 Complimentary Listing as required product data submittal information.
E. Independent fuse coordination tests from a nationally recognized independent testing laboratory.

1.5 PROJECT CLOSEOUT SUBMITTALS

A. Manufacturer shall furnish an installation manual with installation, start up, trouble-shooting guide and operating instructions for the specified system.
B. Electrical and mechanical drawings provided by manufacturers show unit dimensions, weights, component and connection locations, mounting provisions, connection details, and wiring diagram.
C. Record actual location of SPD.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacture of SPD equipment with minimum five years' experience.

1.7 REGULATORY REQUIREMENTS

A. Product Listing: UL listed under UL 1449 (Rev 09/2009) Standard for SPD and surge ratings permanently affixed to SPD.
B. Complimentary listed to UL 1283 Standard for EMI/RFI Facility Filters.

1.8 FIELD QUALITY CONTROL

A. Inspect each wiring device for defects.
B. Verify all connections are properly bonded.

1.9 WARRANTY

A. Manufacturer shall provide a 5-Year Warranty from date of shipment against any failure when installed in compliance with manufacturer-written instructions, UL listing requirements, and any applicable national or local electrical codes.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Eaton.
B. Erico Critec.
C. MVC.
D. Square D; or
E. Approved equal.
F. All manufacturers shall submit independent test data from a nationally recognized testing laboratory for over-current protection, protection modes, and compliance with UL 1449 ratings.

2.2 ENVIRONMENTAL REQUIREMENTS

A. Storage temperature range shall be -67 to +187 degrees F.
B. Operating temperature range shall be -40 to +122 degrees F.
C. Operation should be reliable in an environment with 0 to 95 percent non-condensing relative humidity.

D. SPD shall not generate any appreciable audible noise.
E. Unit shall not generate any appreciable magnetic fields and shall be suitable for use directly inside computer rooms.

2.3 ELECTRICAL REQUIREMENTS

A. Nominal system operating voltage shall be 240/120 VAC, single-phase, three-wire plus ground.
B. Maximum Continuous Operating Voltage (MCOV) shall be greater than 115 percent nominal system operating voltage to ensure ability of system to withstand temporary RMS overvoltage (swell) conditions.
C. Operating frequency range of the system shall be at least 47 to 63 Hertz.
D. All protection modes (including Neutral to Ground) of SPD shall be internally fused at component level with fuses IxIxT capability to allow suppressor's maximum rated transient current to pass through suppressor without fuse operation. If rated IxIxT characteristic of fusing is exceeded, fusing is capable of opening in less than one millisecond and clear both high and low impedance fault conditions. Fusing shall be able to interrupt up to 100-kA symmetrical fault current with 600 VAC applied. This overcurrent protection circuit shall be monitored and provide indication of suppression failure/operability. Conductor level fuses or circuit breakers internal or external to SPD not acceptable. Contractor to furnish submittal documentation of proper fuse coordination of actual fault tests from a nationally recognized testing laboratory for product approval.
E. SPD unit shall be supplied with factory-installed disconnect and overcurrent protection device that eliminates requirement for external fusing.

2.4 PROTECTION MODES

A. Protection Modes:
    1. Line-to-Neutral Protection.
    2. Neutral-to-Ground Protection.
    3. Line-to-Ground Protection.
    4. Line-to-Line Protection.
B. SPD surge current capacity shall be 240 kA per phase.
C. SPD system shall provide a joule rating that meets or exceeds requirements of ANSI/IEEE C62.41 Category C delivery capability.
D. Typical response time of all suppression components shall be less than one nanosecond.

2.5 SURGE SUPPRESSION COMPONENTS

A. TVSS unit shall display combined total number of transient voltage surges detected from L-N, L-G, N-G, and L-L since counter was last reset.
B. Provide dry contacts to monitor ON/OFF and alarm status.
C. Alarm silence, reset, and test functions.
D. Indication of full or partial loss of protection.
E. Individually fused suppression modules.
F. AC Tracking Filter: EMI/RFI filtering up to -50dB from 100 kHz to 100 MHz.
G. Unit to include isolation switch, module status indicator lights, form C summary alarm contact.

PART 3 - EXECUTION

3.1 INSTALLATION

A. SPD shall be installed as a Type 2 device.
B. Contractor shall follow SPD manufacturer-recommended installation practices and comply with all applicable codes.
C. Manufacturer shall furnish an installation manual with installation, start up, trouble-shooting guide and operating instructions for the specified system.
D. Electrical and Mechanical Drawings shall be provided by the manufacturer, which show unit dimensions, weights, component and connection locations, mounting provisions, connection details and wiring diagram.
E. No sharp bend allowed in wiring from SPD unit to ground.
F. Install SPD so wiring between SPD and Point of Connection is minimal.

END OF SECTION

SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Removing existing vegetation.
   2. Clearing and grubbing.
   3. Stripping and stockpiling topsoil.
   4. Removing above- and below-grade site improvements.
   5. Disconnecting, capping or sealing, and removing site utilities.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 20 00 “Earth Moving.”

1.2 DEFINITIONS

A. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of subsoil and weeds, roots, toxic materials, or other non-soil materials.

1.3 MATERIAL OWNERSHIP

A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.4 SUBMITTALS

A. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.5 QUALITY ASSURANCE

A. Preinstallation conference not used.

1.6 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
B. Improvements on Adjoining Property: No work is anticipated on adjacent property; however, do not proceed with work on adjoining property unless directed by Engineer.
C. Utility Locator Service: Notify utility locator service(s) for area where Project is located before site clearing.
D. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 31 20 00 “Earth Moving.”
   1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.
B. Protect existing site improvements to remain undamaged during construction. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
B. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

A. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Engineer.

3.4 EXISTING UTILITIES

A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place. Arrange with utility companies to shut off indicated utilities.
B. Locate, identify, and disconnect utilities indicated to be abandoned in place.
C. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated. Notify Engineer not less than two days in advance of proposed utility interruptions.

3.5 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
    1. Do not remove trees, shrubs, and other vegetation indicated to remain/relocated.
    2. Grind down stumps and remove roots, obstructions, and debris to an 18-inch depth below exposed subgrade.

3.6 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.
B. Strip topsoil to a depth and in a manner to prevent intermingling with underlying subsoil or other waste materials.
    1. Remove subsoil and non-soil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.
    2. Stockpile enough on-site topsoil to later spread a minimum 6-inch thickness of topsoil on landscaped (non-paved) areas of the Project.

3.7 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
    1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
    2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally remove from Owner's property.

END OF SECTION

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Preparing subgrades for site areas outside building influence. Section includes work under walks, pavements and turf and grasses.
   2. See separate sections prepared by others for backfilling under buildings & structures.

B. Related Sections
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 10 00 “Site Clearing.”

1.2 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
   1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
   2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between subbase course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over excavated subgrade in trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
   1. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.

F. Fill: Soil materials used to raise existing grades.

G. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cubic yard or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D1586.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement, or a cement concrete or hot-mix asphalt walk.

J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

K. Utilities: On-site underground pipes, conduits, ducts, and cables.

1.3 SUBMITTALS

A. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
   1. Classification according to ASTM D2487.
   2. Laboratory compaction curve according to ASTM D1557.

1.4 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
B. Utility Locator Service: Notify utility locator service(s) as required for area where Project is located before beginning earth moving operations.
C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. For fill under building pad influence areas, see geotechnical report and spec sections prepared by others.
B. Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
C. Borrow Soil for Site Material: General site fill material used should be on-site material, or a select non-expansive material meeting the following general requirements. The material shall be free of debris, waste, frozen materials, vegetation, and other deleterious matters:

Maximum Aggregate Size	3.0 Inches
Percent Retained on No. 4 Sieve	25-50
Percent Retained on No. 40 Sieve	50-85
Plasticity Index	15 Maximum

   1. Contractor shall provide testing off-site borrow material for conformance with noted gradation and P.I.
D. Unsatisfactory Soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

2.2 ACCESSORIES

A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
   1. Red: Electric.
   2. Yellow: Gas, oil, steam, and dangerous materials.
   3. Orange: Phone and other communications.
   4. Blue: Water systems.
   5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
B. Protect and maintain erosion and sedimentation controls during earth moving operations.
C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

A. Do not use explosives.

3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in Contract Sum or Time will be authorized for rock excavation or removal of obstructions.
   1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
   2. Remove rock to lines and grades indicated to permit installation of permanent construction.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.6 SUBGRADE INSPECTION

A. Notify Engineer when excavations have reached the required subgrade.
B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
C. Proof-roll subgrade below pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
    1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
    2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.7 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing:
    1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
    2. Surveying locations of underground utilities for Record Documents.
    3. Testing and inspecting underground utilities.
    4. Removing concrete formwork.
    5. Removing trash and debris.
    6. Removing temporary shoring and bracing, and sheeting.
    7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.9 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
B. Place and compact fill material in layers to required elevations as follows:
    1. Under pavement and walks use select non-expansive fill material.
    2. Under grass and planted areas, use satisfactory topsoil material.
C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.10 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
   1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
   2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
C. Compact soil materials to not less than the following percentages of maximum dry density:
   1. Under structures and building slabs, see specs prepared by others.
   2. Under pavements, scarify and recompact top 6 inches of existing Subgrade and each layer of backfill or fill soil material at 95 percent ASTM D1557.
   3. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent of ASTM D1557.
   4. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent of ASTM D1557.

3.12 GRADING

A. Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   1. Provide a smooth transition between adjacent existing grades and new grades.
   2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
   1. Turf or Unpaved Areas: ±1 inch.
   2. Walks: ±1 inch.
   3. Pavements: ±1/2-inch.

3.13 SUBBASE AND BASE COURSES UNDER PAVEMENTS

A. See other specification sections.

3.14 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
B. Allow Testing Agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

C. Testing agency will test compaction of soils in place according to ASTM D1556, D2167, D2922, and D2937, as applicable. Tests will be performed at paved areas as follows:
   1. At subgrade and each compacted fill and backfill layer;
   2. At least 1 test for every 10,000 sf. of paved area, but in no case fewer than 3 tests.
D. When testing agency report subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.15 PROTECTION

A. Protect newly-graded areas from traffic, freezing, and erosion. Keep free of trash/debris.
B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally remove off Owners property.

END OF SECTION

SECTION 31 23 16 – EXCAVATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes excavating for trenching.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 23 23.33 “Flowable Fill.”

1.2 FIELD MEASUREMENTS

A. Verify survey benchmark and intended elevations for Work are as indicated.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PREPARATION

A. Identify required lines, levels, contours, and datum locations.
B. Locate, identify, and protect utilities that remain from damage.
C. Notify utility companies to locate utilities.
D. Protect plant life, lawns, and other features remaining as portion of final landscaping.
E. Protect benchmarks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.2 EXCAVATING

A. Underpin adjacent structures which may be damaged by excavating work.
B. Excavate subsoil to accommodate construction operations.
C. Compact disturbed load bearing soil in direct contact with foundations to original bearing capacity. Perform compaction per Section 31 23 23.33 “Flowable Fill.”
D. Slope banks with machine to angle of repose or less until shore.
E. Grade top perimeter of excavating to prevent surface water from draining into excavation.
F. Hand trim excavation. Remove loose matter.
G. Remove lumped subsoil, boulders, and rock.
H. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume.
I. Correct areas over excavated in accordance with Section 31 23 23.33 “Flowable Fill.”
J. Stockpile excavated material in area designated.

3.3 FIELD QUALITY CONTROL

A. Section 01 40 00 “Quality Requirements,” for field inspection and testing.
B. Provide for visual inspection of bearing surfaces.

3.4 PROTECTION

A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.
B. Protect the bottom of excavations and soil adjacent to and beneath foundation from freezing.

END OF SECTION

SECTION 31 23 23.33 – FLOWABLE FILL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Examination and preparation for backfilling.
   2. Field quality control and protection of finished Work
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 23 33 “Trenching and Backfilling.”

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify fill materials to reuse are acceptable by testing and analysis (see Article 3.5).

3.2 PREPARATION

A. Generally, compact backfill materials to density requirements for subsequent backfill materials.

3.3 BACKFILLING

A. Backfill areas to contours and elevations with unfrozen materials.
B. Flowable fill backfill shall be low-strength concrete; (2) sacks portland cement, 188 lbs. per cubic yard.

3.4 TOLERANCES

A. Top Surface of Backfilling: ±1 inch from required elevations.

3.5 FIELD QUALITY CONTROL

A. Field inspection and testing performed under provisions of Section 01 40 00 “Quality Requirements.”
B. Tests and analysis of fill material performed per ANSI/ASTM D698 with Section 01 40 00 “Quality Requirements.”
C. Compaction testing performed per ANSI/ASTM D698 and Section 01 40 00 “Quality Requirements.”
D. If tests indicate Work does not meet specified requirements, remove Work, replace, and retest at no cost to Owner.
E. Frequency of Tests: One test for each 1,000 square feet of plan area.
F. Proof roll compacted fill surfaces under slabs-on-grade and paving.

3.6 PROTECTION OF FINISHED WORK

A. Recompact fills subjected to vehicular traffic.

END OF SECTION

SECTION 31 23 33 - TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Excavating trenches for utilities from 5 feet outside building to existing municipal utilities.
   2. Compacted fill from top of utility bedding to subgrade elevations.
   3. Backfilling and compaction.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 20 00 “Earth Moving.”
   3. Section 31 23 23.33 “Flowable Fill.”
   4. Section 33 30 00 “Sanitary Sewer Utilities.”
   5. Section 33 40 00 “Storm Sewerage System.”
   6. Geotechnical Report; bore hole locations and findings of subsurface materials.

1.2 REFERENCES

A. ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
B. ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
C. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. Rammer and 18-inch Drop.
D. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
E. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
F. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

1.3 DEFINITIONS

A. Utility: Any buried pipe, duct, conduit, or cable.

1.4 FIELD MEASUREMENTS

A. Verify survey benchmark, control point, and intended elevations for Work are as shown on drawings.

1.5 COORDINATION

A. Verify work associated with lower elevation utilities is complete before placing higher elevation utilities.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

A. Pipe bedding and encasement (to 6 inches above pipe) shall be per City of Midland detail in plans.
B. Trench backfill in public rights-of-way shall be per requirements of local municipality. Refer to City of Midland details contained in plans. Trench backfill on private property may be rock crusher fines or the most granular material from excavated trench spoils. Only material passing through the 2-inch screen size, and free of organic material shall be used.
C. Trench backfill within building areas shall be as specified by other disciplines.
D. If utility is on public pavement and patching requires flowable fill, see Section 31 23 23.33 “Flowable Fill.”

PART 3 - EXECUTION

3.1 PREPARATION

A. Identify required lines, levels, contours, and datum locations.
B. Protect plant life, lawns, and other features remaining as a portion of final landscaping.
C. Protect benchmarks, fences, paving, and curbs from excavating equipment and vehicular traffic.
D. Maintain and protect above and below grade utilities to remain.
E. Cut out soft areas of subgrade not capable of compaction in place. Backfill and compact to density equal to or greater than requirements for subsequent backfill material.

3.2 EXCAVATING

A. Excavate subsoil required for utilities.
B. Cut trenches sufficiently wide to enable installation and allow inspection. Remove water or materials that interfere with Work.
C. Do not interfere with 45 degree bearing splay of foundations.
D. Hand trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
E. Remove lumped subsoil, boulders, and rock.
F. Correct areas over excavated in accordance with Article 3.1.E.
G. Excavate trenches to indicated gradients, lines, depths, and elevations.
H. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
I. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.3 BACKFILLING

A. Backfill trenches to contours and elevations with unfrozen fill materials.
B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.

C. Place and compact materials in equal continuous layers not exceeding 8 inches compacted depth.
D. Employ a placement method that does not disturb or damage existing or planned facilities.
E. Maintain optimum moisture content of fill materials to areas coordinated with Contractor.
F. Transport surplus fill materials to designated stockpile area as noted on the Plans.
G. Place backfill on subgrades free of mud, frost, snow, or ice.
H. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
I. Carefully compact initial backfills under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
J. Place and compact final backfill of satisfactory soil to final subgrade elevation.
K. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.
L. See City of Midland details for paving patches as well as Section 31 23 23.33 “Flowable Fill.”

3.4 TOLERANCES

A. Top Surface of Backfilling Under Paved Areas: ±1/2 inch from required elevations.
B. Top Surface of General Backfilling: ±1 inch from required elevations.

3.5 FIELD QUALITY CONTROL

A. Compaction testing will be performed per ASTM D1557, D2922, and D3017, and at Engineer discretion: ASTM D1556, D2167.
B. Backfill loose lifts = 12-inch maximum. Density requirements:
   1. Top 4 feet of trench below subgrade = 95 percent ASTM D1557.
   2. Trench levels below 4 feet = 90-percent ASTM D1557.
C. If tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest.
D. Frequency of Tests: One test per 250 linear feet of trench, at lift level chosen by Engineer representative.

3.6 PROTECTION OF FINISHED WORK

A. Protect finished Work.
B. Reshape and recompact fills subjected to vehicular traffic during construction.

END OF SECTION

SECTION 32 01 17.10 - REMOVING AND REPLACING EXISTING ASPHALT PAVEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes all labor, materials, and equipment required to make cuts in existing asphalt paving, remove existing pavement, and replace pavement as specified herein and shown on Drawings.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 32 12 15 “Asphaltic Concrete Surfacing.”

1.2 REFERENCED STANDARDS

A. AASHTO T96, Los Angeles Abrasion.
B. ASTM P946.

PART 2 - PRODUCTS

2.1 ASPHALT MATERIAL

A. Paving Mixture: Refer to Section 32 12 15 “Asphaltic Concrete Surfacing.”
B. Environmental Restrictions: Refer to Section 32 12 15 “Asphaltic Concrete Surfacing.”

2.2 TACK COAT

A. Tack Coat Material: Refer to Section 32 12 15 “Asphaltic Concrete Surfacing.”
B. Environmental Restrictions: Refer to Section 32 12 15 “Asphaltic Concrete Surfacing.”

PART 3 - EXECUTION

3.1 EXISTING PAVEMENT REMOVAL

A. Wherever necessary to make cuts in existing asphalt pavement, cause least amount of damage to adjoining surfaces. In removing asphalt pavement, surface shall be saw-cut along each side of trench ahead of excavation, as shown on Drawings, and surfacing and base removed with trenching machine as trench is excavated.

3.2 REPLACING ASPHALTIC PAVING CUTS

A. After backfill completion where asphalt type of paving was removed and after sufficient time passes for ponding water to leach out of backfill material, place a lean concrete backfill (two sacks per CY) to width shown on plans. Place municipally required thickness in trenched-out area and surface of concrete struck off to bottom of proposed HMAC pavement surface course. Give slab a rough but even finish with wood float.

B. After completion of base slab and elapse of required time, lay a surface course of asphaltic concrete as specified. Immediately before placing surfacing, sawcut back existing surfacing 6 inches from edge of concrete slab, cut being vertical and in a straight line longitudinally, and base swept clean of all dirt and loose material. Tack base by spraying with 0.10- to 0.15-gallon per square yard of cut-back asphalt. Hand spraying or mopping permitted. Apply surfacing material. While placing material, thoroughly rake and level. After surfacing is placed as described, roll with a suitable 8-ton (or larger) flat-wheel roller. Replace pavement to proper cross-section and elevation. In general, after the initial rolling, the new surfacing shall be 1/4- to 3/8-inch above old surfacing to allow further compaction. If, after rolling, there are any high or low spots, correct by loosening surface then adding or removing proper amount of asphaltic concrete and recompacting surface.

END OF SECTION

SECTION 32 11 23 - AGGREGATE BASE COURSE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes foundation courses for surface courses or other base courses.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 20 00 “Earth Moving.”

1.2 REFERENCES

A. TxDOT 101E - Preparation of Soil and Flexible Base Material for Testing.
B. TxDOT 171-E - Triaxial Compression Tests for Disturbed Soils and Base Materials.

1.3 QUALITY ASSURANCE

A. Obtain materials from the same source throughout.

1.4 REGULATOR REQUIREMENTS

A. Conform to applicable local code for paving work.

1.5 TESTS

A. Testing and analysis for fill materials shall be as specified herein.

1.6 SUBMITTALS

A. Submit all products information and quality testing results or as directed by the Engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials shall be crushed or uncrushed as necessary to meet specified requirements and consist of durable coarse aggregate particles mixed with approved binding materials. Materials shall be approved by Engineer at the source. All acceptance and quality testing shall be performed prior to the materials being delivered to the project. For this project base material shall be Item 247, Type A, Grade 2 of the 2014 TxDOT Standard Specifications or approved equal.

2.2 FLEXIBLE BASE

A. Type A material shall be crushed and consist of durable particles of stone mixed with approved binding material.
   1. Spec 32 11 23 Aggregate Base, Gr-2. Plans sheet CS-501, base under concrete GR-3, base under asphalt pavement Gr. 1-2 TxDOT Odessa district uses Gr. 4
      a. Please reference pavement details and specifications included below for all aggregate/flex base applications. Use City of Midland gradation:

Sieve Size	Percent Passing
1-3/4-inch	100.0
7/8-inch	65-90
3/8-inch	50-70
No. 4	30-6-0
No. 40	15--35

   2. Material passing No. 40 sieve shall be known as "Soil Binder" and meet the following requirements when prepared per Test Method TxDOT 101-E procedure:
      a. Liquid limit shall not exceed 40.
      b. Plasticity index shall not exceed 12.
      c. Wet ball mill value shall not exceed 40.

PART 3 - EXECUTION

3.1 CONSTRUCTION METHODS

A. Subgrade Preparation: Subgrade shall be excavated and shaped in conformity with typical sections shown on plans and to lines and grades as established by Engineer. All unstable or otherwise objectionable material shall be removed from subgrade and replaced with approved material. All holes, ruts, and depressions shall be filled with approved material, and if required, subgrade shall be thoroughly wetted with water and reshaped and rolled to the extent directed to place subgrade in an acceptable condition to receive base material. Surface of subgrade shall be finished to line and grade as established and in conformity with typical section shown on plans, and any deviation more than 1/2-inch in cross sections and in a length of 16 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping, and compacting by sprinkling and rolling. Sufficient subgrade should be prepared in advance to ensure satisfactory prosecution of work. Material excavated in preparation of subgrade shall be utilized in construction of slopes or otherwise disposed as directed, and any additional material required for completion of slopes shall be secured from sources indicated on plans or designated by Engineer.

B. No base material is to be laid upon frozen subgrade. Where curb and gutter is shown on the plans, it shall be constructed and allowed to cure sufficiently prior to the laying of base material to provide side forms for the base material without damage to the gutter. The condition of the subgrade shall be approved by Engineer prior to placing of base material.

3.2 PLACEMENT OF BASE COURSE

A. Prior to placing of the base material, the subgrade shall be checked for conformity with grade and section. The material shall be delivered in approved vehicles of a uniform capacity. Material deposited upon the subgrade shall be spread and shaped the same day. In the event inclement weather or other unforeseen circumstances render impractical spreading of material during the first 24-hour period, material shall be scarified and spread as directed by Engineer.

The material shall be sprinkled, if directed, and shall be bladed, processed, and shaped to conform to typical sections as shown on plans. All areas and "nests" of segregated course or fine material shall be corrected or removed and replaced with well-graded material. If additional material is considered desirable or necessary after the material is spread and shaped, it shall be furnished and applied in the amount directed by Engineer.

B. The course shall be sprinkled as required and compacted to the extent necessary to provide not less than the 95 percent of Standard Proctor density, as defined by ASTD D1557, latest revision. The moisture content shall not vary more than two percent from optimum moisture content. In addition to requirements specified for density, full depth of flexible base shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section of flexible base is completed, tests as necessary will be made by the Engineer. If material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements. In no event will the density be less than 95 percent of Modified Proctor. Throughout this entire operation, the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical sections shown on the plans and to the established lines and grades. In that area on which pavement is to be placed, any deviation more than 1/4-inch in cross section, and in a length of 16 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and recompacting by sprinkling and rolling. All irregularities, depressions, or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and recompacting by sprinkling and rolling. Should the base course, due to any reason or cause, lose the required stability, density, or finish before the surfacing is complete, it shall be recompacted and refinished at Contractors expense.

C. Any required additional base material that is to be added to an existing flexible base to conform with the typical sections shown on the plans and to the lines and grades, as established by the Engineer, shall be properly bonded to the existing base and fine graded to the proper section.

END OF SECTION

SECTION 32 12 15 – ASPHALTIC CONCRETE SURFACING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for constructing an asphaltic concrete surface on a prepared base course in locations and in conformity with sections shown on plans, as specified herein, or as directed by Engineer. Contractor shall furnish all materials, labor, superintendence, and incidentals necessary to complete work per drawings and as specified herein.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Asphaltic Concrete:
   1. Asphaltic concrete surfacing shall consist of a mixture composed of mineral aggregate and asphaltic material, mixed and applied while hot, placed on a previously completed base course. All methods employed in performing work and all equipment, plant, and machinery used for handling materials and executing part of work shall be subject to Engineer approval before work is started. Equipment, tools, machinery, and plants shall be maintained in first class conditions, and if found unsatisfactory, changed or improved as required.
   2. Surface course composed of mineral aggregate and bituminous material shall produce a mixture which, when designed and tested by these specifications and most recent TxDOT standard test methods, shall have the following laboratory density as a percentage of maximum theoretical density and stability:
      a. Density:
         1) Minimum 96 percent.
         2) Maximum 98 percent.
         3) Optimum 97 percent.
      b. Target Density:
         1) 96.5 Texas Gyratory Compactor (TGC)
         2) 96.0 Superpave Gyratory Compactor (SGC)
   3. Surface where asphaltic concrete pavement is placed must be dry and have a surface temperature of 50 deg. F or higher as measured with a handheld, infrared thermometer. Do not place asphaltic mixture when the air temperature is below 45 degrees F and falling, but place when air temperature is above 40 deg. F and rising. Place materials only when weather and moisture conditions of roadway surface are suitable, in Engineer opinion.
   4. Paving mixture shall be composed of a uniform mixture of coarse and fine aggregate, mineral filler, and asphaltic cement. Material forming mixture shall be proportioned by weight. Grading each constituent shall produce, when proportioned, a mixture conforming to limitations for grading of Type D surface or wearing course meeting Item 341 of the 2014 TxDOT Standard Specifications. Where multiple lifts are required, asphalt used below surface or wearing course shall be comprised of TxDOT Item 341 Type B or C material. In no case shall slag or LRA (Limestone

Rock Asphalt) be permitted. Asphalt material content, as shown on job mix formula, shall form approximately 6 percent of mixture by weight. Thickness and type of asphaltic concrete shall be as shown in Drawings and as stated in Proposal.

B. Coarse Aggregate:
   1. Coarse aggregate shall be that part of aggregate retained on a No. 8 mesh sieve and consist of clean, tough, durable fragments of stone or gravel conforming to TxDOT Item 302, Type A, of uniform quality throughout. Coarse aggregate stockpile shall have no more than 20-percent passing No. 8 sieve. It shall be free from dirt, organic, or other injurious matter occurring either free or as a coating on aggregate. Rock where aggregate is produced shall have a not more than 40-percent wear when subjected to Los Angeles Abrasion Test (Test Method TEX-410-A).
   2. Crushed aggregate shall meet requirements of Table 1, Item 341, 2014.

C. Fine Aggregate:
   1. Fine aggregate is that part of aggregate passing No. 8 mesh sieve and consists of sand, stone screenings, or combination. Sand shall be composed of clean, sound, durable particles free from loam, coating, or other deleterious substances. Screenings shall be the same or similar materials as specified for coarse aggregate.
   2. That portion of fine aggregate including any blended filler, passing a No. 30 mesh sieve shall have plasticity index not more than 6 per test method TEX-106-E, and liquid limit not more than 25 per test method TEX-104-E.

Table 1 - TXDOT

	% Passing
3/8-inch	100
#8	70-100
#200	0-30

D. Mineral filler shall consist of thorough dry-stone dust, slate dust, portland cement or other mineral dust approved by Engineer. It should be sufficiently dry, free-flowing, and free from injurious materials. Mineral filler shall meet the following grading requirements:
   1. Passing a No. 30: 100 percent.
   2. Passing a No. 200 mesh sieve: 55-100 percent.

E. Asphaltic Cement for hot mix asphaltic concrete shall be homogenous, free of water, and not foam when heated to 347 degrees F. In addition, it shall meet specifications of Performance Grade 64-22 or approved equal Asphaltic Cement as specified in Item 300 of the 2014 TxDOT Standard Specifications. Asphalt material content, as shown on job mix formula, shall form approximately 6 percent of mixture by weight.

F. Additive: Add a liquid anti-stripping agent per Item 301 of 2014 TxDOT Standard Specifications to hot mix asphaltic concrete. Apply additive per manufacturer recommendations with a minimum of 0.5-percent required. Include additive percentage to be used in job mix and submit to Engineer for approval.

G. Prime Coat and Tack Coat:
   1. Asphalts for prime coat shall be cut back asphalt of Medium Curing type, MC-30. Tack coat shall be cutback asphalt of rapid curing type, RC-250. Asphalts used shall meet 2014 TxDOT Standard Specifications Item 300, Tables 4 and 5.
   2. Neither prime nor tack coats shall be applied when the air temperature is below 50 deg. F and falling but may be applied with air temperature is 40 deg. F and rising. No prime coat or tack coat shall be applied when general weather conditions, in Engineer opinion, are not suitable.

H. Tests: Contractor shall furnish test certificates made by a competent commercial laboratory on each material source, as specified herein, proposed to use before any such material is ordered or shipped. No material may be used until Engineer examines test result certificates and source and quality of material is approved. Engineer shall approve asphaltic concrete mix design proposed for project before laying asphalt concrete. Contractor bears cost of all preconstruction tests. Furnish additional test certificates on aggregate if material source is changed.

2.2 EQUIPMENT

A. All equipment used in construction of asphaltic concrete surfacing shall meet Engineer approval and maintained in first class conditions throughout construction.
B. Asphalt distributor for prime and tack coat shall be an approved-type, self-propelled pressure distributor, so constructed and operated to distribute material evenly and smoothly in quantity specified or directed. Suitable means for heating, controlling heat, determining temperature of tank contents, adjusting and controlling rate of application, and measuring volume of asphalt shall be provided. Distributor shall be calibrated before application of any material under these specifications or a certificate of calibration, satisfactory to Engineer, supplied by Contractor.
C. Trucks that material is hauled from plant to point of deposition, shall be tight to material transported and constructed so entire load may be quickly dumped at point of deposition. Trucks should be clean of all foreign materials and maintained in a satisfactory condition.
D. Equipment for rolling surface shall minimally consist of a three-wheel roller weighing not less than 10 tons, 2-axle tandem roller weighing not less than 8 tons, and self-propelled pneumatic roller equipped with tires to afford ground contact pressures of 90 pounds per square inch or more. Furnish other small equipment such as shovels, hand tamps and smoothing irons and maintain in good condition.
E. Spreading and finishing machines shall be a type approved by Engineer, produce a surface to meet requirements of typical cross section and surface test, when required, and when mixture is dumped directly into finishing machine, have adequate power to propel delivery vehicles satisfactorily. Finishing machine shall be equipped with a flexible spring and/or hydraulic-type hitch sufficient in design and capacity to maintain contact between rear wheels of hauling equipment and pusher rollers of finishing machine while mixture is unloaded. The paving machine shall be equipped with a heated compacting screed (with approved automatic dual longitudinal screed control system) and an automatic transverse screed control system. Operate longitudinal controls from sensor device, a ski-type grade reference using a ski not less than 18 feet in length. Other types of grade reference may be used with Engineer approval. Maintain selected grade reference equipment in good operating condition by personnel trained in the use of specified types of equipment. Furnish all labor and equipment required for establishing and maintaining appropriate grade reference.

PART 3 - EXECUTION

3.1 APPLICATION OF PRIME AND TACK COATS

A. Apply prime coat of asphalt to the entire flexible base surface before placing surface course.
B. Apply tack coat of asphalt to all surfaces to receive asphaltic concrete surface course. Apply tack coat immediately before placing the surface course. When mixture adheres to surface to be placed without use of a tack coat, eliminate tack coat with Engineer approval.

C. Apply prime coat at least 24 hours in advance of placing surface course. If required, base course shall first be brought truly to section and grade as established and tested with a satisfactory 10-foot straightedge. Correct any deviation more than 1/4-inch from straightedge or true cross section by scarifying then adding/removing material, reshaping, and compacting by sprinkling and rolling. No "scab" nor "featheredge" patches permitted. After correcting any defects in base, clean of all foreign material and sweep all dust and loose particles from surface with a rotary broom or other approved method, until surface is in a condition to receive prime coat.

D. When a flexible base is in proper condition, apply a prime coat with an approved distributor at a rate of 0.20 - 0.30 gallon per square yard. Apply tack coat at a residual rate of approximately 0.05 - 0.10 gallon per square yard. Apply asphalt at temperature recommended by Item 300, Table 19 of TxDOT Specifications 2014. Application by hose and spray attached to distributor permitted upon Engineer approval, in areas inaccessible to distributor. Do not apply a prime coat during inclement weather nor on a base which contains an excess of water. No traffic permitted over freshly applied prime coat, but, when penetrates and/or cures sufficiently that wheels of vehicles do not track or pick up oil from surface, surface course may be placed thereon. If the prime coat is damaged before placing surface course, repair such damage as directed and surface cleaned of any dirt, dust, or other foreign material which accumulated thereon, immediately before placement surface course. Prime coat shall cure no less than 24 hours after placing before any surface courses are applied to base, or longer if prime coat, in Engineer opinion, has not properly cured. Prime coats shall not be applied more than seven days in advance of placing surface course. Reprime areas that primed longer than specified time before placing surface course at Contractor expense.

3.2 ASPHALTIC CONCRETE LAYING

A. After tack coat is applied and areas to be paved are in proper condition for surfacing, haul asphaltic concrete mixture, heated and prepared as specified, to point of placement and place on prepared surface. Spread mixture by finishing machine in uniform layer, so finished thickness, as specified, is obtained over entire area to be surfaced, after compaction. Lay by mechanical finishing machine where possible. Automatic screed controls will be required as noted in Article 2.2.E. Each layer will be per Item 341, Table 12. Hand placing permitted where impracticable to operate the finishing machine. When hand placing is used, material shall be dumped outside area where to be spread and spread/shape entire load, so specified depth is placed on base. Compact by lightly oiled, hot hand tamps or a small steel-wheel tandem roller. Paint all contact surfaces of existing asphalt edges, gutters, and structures with a thin, uniform coating of cut-back asphalt as required for tack coat. Mixture when placed, shall be at 215 - 350 degrees F unless otherwise recommended by manufacturer. Dispatch vehicles and place material in a manner causing as little loss of heat as possible.

3.3 COMPACTION

A. While it is still hot and as soon as it bears weight of roller without undue displacement or hair cracking, roll surface to required density by any method, type, and size of equipment which will give required density. Roll pavement in longitudinal direction, beginning at the side and progressing toward crown of pavement. Each successive trip of roller shall overlap previous one by 1/2 the width of roller wheel. Alternate trips shall be of slightly different length. Roller motion shall always be slow enough to avoid displacement of hot mixture, and any displacement occurring shall immediately be corrected by rakes and fresh mixture,

if required. Rolling shall continue until surface is thoroughly compacted, a uniform texture, true to grade and cross section, and all roller marks are eliminated. Adjacent to gutters, the surface shall be finished uniformly high so when compacted, it should be slightly above gutter lip. Rollers shall not be allowed to stand on pavement not cooled to normal atmospheric temperature. To prevent adhesion of surfacing to roller, wheels shall be kept properly moistened with water, but excess of water not permitted. Take necessary precautions to prevent the dropping of gasoline, oil, grease, or other foreign material on pavement either when rollers are in operation or when standing.

B. Use tamps to thoroughly compact edges of pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers. Engineer may require rolling with trench roller on widened areas, in trenches, and other limited areas.

3.4 JOINTS

A. Joints between successive strips and between existing and new paving shall be carefully made to ensure a thorough and continuous bond between old and new surfaces. Roller shall pass over unprotected end of freshly laid mixture only when laying of mixture is discontinued for time to permit mixture to cool to a temperature of 150 degrees F or lower. In all cases, when work is resumed, material laid shall be cut back to full depth to expose a fresh vertical surface, true to grade, cross section and properly compacted. All such surfaces, as well as edge of a strip against which another strip is to be placed, shall be painted with tack coat before placement of fresh material against it. Joints with existing surfacing shall be constructed substantially as specified to produce a smooth continuous surface between old and new sections.

3.5 THICKNESS TEST

A. Thickness tests shall be done by lot (amount of surface laid in one day). No lot shall exceed 10,000 square yards. If a day's laying exceeds 10,000 square yards, that day's laying shall be divided into two approximately equal lots. Also see Item 341, Section 4.9.3.2, paragraph 3 of the TxDOT Specifications, 2014.

B. Engineer shall perform thickness tests for total depth of completed asphaltic concrete pavement. Test specimens shall be 6-inch nominal core with minimum diameter of 5-5/8-inch and taken from asphaltic concrete course at locations designated by Engineer.

C. For testing, each lot shall be divided into four sublots of an approximate equal size. Engineer will locate one test location for each 1,000 square yard and/or fraction thereof in each sublot using random numbers per TxDOT Test Method TEX-225-F. If test location falls within 1 foot of a longitudinal joint or lip of gutter or within 2 feet of unsupported edge or within 15 feet of beginning/ending edge of a pass, Engineer will relocate test location using random numbers. Each specimen will be removed from designated test location, marked and pavement marked adjacent to test location for future reference. Specimen will be measured for conformance with specifications.

D. If a lot contains less than 2,000 square yards, Engineer may, at his option, divide lot into two equal sublots and proceed as noted. The minimum number of tests for any lot shall be two.

E. The thickness of specimen is determined by averaging four measurements obtained from opposite locations. Acceptability will be based on the thickness of each core in lot. For determining average specimen thickness, those specimens more than design thickness considered at design thickness.

F. Contractor shall produce pavement with minimum thickness indicated. Should mean of core tests for a lot indicate a variance in thickness greater than 1/4 inch under plan requirements, lot shall be removed and replaced or overlaid as indicated.

G. If thickness of asphaltic concrete proves less than required, Contractor may replace or overlay deficient areas as agreed by Engineer. Overlays will be a thickness not less than 1 inch. Overlays will require milling asphalt adjacent to concrete curb and gutter to maintain transverse profile.

3.6 COMPACTION TESTS

A. Compaction tests will be made on asphaltic surfacing on a lot basis using cores obtained for thickness determination. Percent density for acceptance of a lot will be calculated using maximum theoretical specific gravity of mixture. Asphaltic surfacing not meeting these specifications shall be removed and replaced.

Average Percent Density of a Lot	Percent of Contract Unit Price to be Paid
97.1 and Greater	0
92.0 - 97.0	100
91.0 - 91.9	90
90.0 - 90.9	75
Less than 90	Reject

3.7 SURFACE TESTS

A. Pavement surface after compaction shall be true to grades and cross sections as established. Contractor shall provide a 10-foot straightedge. Maximum coordinates measured from face of straightedge shall not exceed 1/8-inch at any point. Correct any humps or depressions exceeding specified tolerance or which retain water on surface by removing defective work, replacing with new material, and recompacting/milling surface. In no case shall these corrective efforts be allowed to reduce thickness of asphaltic concrete surfacing below minimums indicated. Irregularities shall be corrected as directed by Engineer and shall meet his satisfaction, at Contractor expense.

3.8 CLEANUP

A. After placement of wearing course, clean up all debris resulting from construction and remove it from the site of work. Areas disturbed during construction shall be raked or graded as required and left in a clean and neat condition. Clean gutters of all dirt, aggregate, or other material which would clog gutter. Entire premises of work shall be left clean, satisfactory to Engineer, and all costs of cleanup borne by Contractor.

END OF SECTION

SECTION 32 12 16 - REFINED COAL TAR EMULSION WITH ADDITIVES, SURFACE TREATMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes a mixture of emulsified asphalt, mineral aggregate, and water properly proportioned, mixed, and spread on an asphalt pavement surface. This refined coal tar emulsion product provides a fuel-resistant surface where pavements are subjected to fuel spills. Application of surface treatment shall be per these specifications and conform to dimensions shown on plans or as directed by Resident Project Representative (RPR).

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 32 11 24 “Preparation/Removal of Existing Pavements.”
   3. Section 32 17 23 “Pavement Markings.

1.2 QUALITY CONTROL

A. Contractor Certification:
   1. Contractor shall furnish manufacturer certification that each consignment of emulsion shipped to the project meets requirements of ASTM D5727, except water content shall not exceed 50 percent. Certification shall also indicate solids and ash content of the emulsion and date tests were conducted. Deliver certification to RPR before beginning work. Manufacturer certification for emulsion shall not be interpreted as a basis for final acceptance. Certifications received shall be subject to verification by testing samples received for project use.
   2. Contractor shall also furnish a certification demonstrating minimum 3 years’ experience in application of coal tar emulsion seal coats.

B. Sampling:
   1. Minimum 1 sample per day shall be tested for properties of Table 2. Daily obtain a random sample of approximately 1 quart of composite mix daily and store in a glass container. Owner shall seal containers against contamination and retain in storage for six months. Store samples at room temperature, not subjected to freezing temperatures.
   2. Obtain a sample of undiluted coal tar emulsion from each consignment shipped to the job.

C. Records: Contractor shall maintain an accurate record of each batch of materials used in the formulation of seal coat and daily provide documentation to RPR.

1.3 REFERENCES

A. These publications form part of this specification to extent referenced and are referred to within text by basic designation only:
   1. ASTM C67 - Standard Test Method for Sampling and Testing Brick and Structural Clay Tile.
   2. ASTM C136 - Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates.
   3. ASTM C1602 - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete.
   4. ASTM D490 - Standard Specification for Road Tar.

5. ASTM D3699 - Standard Specification for Kerosine.
6. ASTM D5727 - Standard Specification for Emulsified Refined Coal Tar (Mineral Colloid Type).
7. 29 CFR Part 1910.1200 - Hazard Communication.
8. 40 CFR - Protection of the Environment.

PART 2 - MATERIALS

2.1 REFINED COAL TAR EMULSION

A. Refined coal tar emulsion prepared from a high-temperature refined coal tar conforming to ASTM D490 requirements for Grade 11-12. Use of oil and water gas tar is not allowed. Base refined coal tar emulsion must conform to all ASTM D5727 requirements.

B. Provide a copy of manufacturer Certificate of Analysis (COA) for emulsified asphalt delivered to the project. If asphalt emulsion is diluted at other than manufacturer facility, provide a supplemental COA from an independent laboratory verifying asphalt emulsion properties.

C. Provide COA to RPR for approval before applying emulsified asphalt. Furnishing vendor certified test report for asphalt material shall not be interpreted as a basis for final acceptance. Manufacturer COA may be subject to verification by testing material delivered for use on the project.

1. Health, Safety, and Environment: Provide a complete Safety Data Sheet (SDS) per U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), Regulations (Standards – 29 CFR, 1910.1200) to establish requirement and minimum information for MSDS for hazardous materials. MSDS, Section II, shall include Chemical Abstracts Service (CAS) registry numbers for all applicable hazardous ingredients in coal tar emulsion product. Provide manufacturer certification that product complies with Code of Federal Regulation (CFR) Title 40 – Protection of Environment. Manufacturer certification shall address compliance for Air Programs, Part 59, National Volatile Organic Compound Emission Standards for Consumer and Commercial Products (for airport location) and Water Programs, Part 116, Designation of Hazardous Substances.

2.2 AGGREGATE

A. Aggregate shall be washed, dry, silica sand or boiler slag, free of dust, trash, clay, organic materials, or other deleterious substances. Aggregate shall meet gradation in Table 1, when tested by ASTM C136.

Table 1 - GRADATION OF AGGREGATES*

SIEVE SIZE	PERCENT RETAINED	
	MINIMUM	MAXIMUM
#20 or coarser	0	2
#30	0	12
#40	2	60
#50	5	60
#70	5	60
#100	5	30
#140	0	10
#200	0	2
Finer than #200	0	0.3

*Table 1 represents maximum range of aggregate gradations.

In all cases, refined coal tar emulsion supplier is to give written approval of aggregate used in mix design.

2.3 ADDITIVE

A. Additive is latex rubber, and Contractor shall identify type and formulation in job mix formula.

2.4 WATER

A. Water used in mixing or curing shall be from potable water sources and at least 50 degrees F. Other sources shall be tested per ASTM C1602 before use.

2.5 CRACK SEALANT

A. Certified for compatibility with refined coal tar emulsion by manufacturer of refined coal tar emulsion and approved by RPR.

2.6 OIL SPOT PRIMER

A. Certified for compatibility with refined coal tar emulsion by manufacturer of refined coal tar emulsion and approved by RPR.

2.7 PAVEMENT PRIMER

A. Certified for compatibility with refined coal tar emulsion by manufacturer of refined coal tar emulsion and approved by RPR.

PART 3 - EXECUTION

3.1 COMPOSITION

A. Refined coal tar emulsion seal coat shall consist of a mixture of refined coal tar emulsion, water, additive and aggregate, and proportioned as shown in Table 2. Composition must have written approval of coal tar emulsion manufacturer.

3.2 QUANTITIES OF MATERIALS PER SQUARE YARD

A. Submit recommended formulation of water, emulsion, aggregate and application rate proposed for use to testing laboratory together with sufficient materials to verify formulation at least 21 days before start of operations. Mix design shall be within range shown in Table 2. No seal coat shall be produced for payment until mix is approved by RPR. Formulation shall pass fuel-resistance test per ASTM D5727.

B. Mix for each mixture shall be in effect until modified in writing by RPR.

Table 2 - COMPOSITION OF MIXTURE PER 100 GALLONS OF REFINED COAL TAR EMULSION

Application	Refined Coal Tar Emulsion Gallons	Water Gallons	Additive Gallons	Aggregate Pounds	Formula Rate of Application of Mix per Square Yard	
					Minimum Gallons	Maximum Gallons
Prime Coat (where required) as specified by the coal tar emulsion manufacturer						
1st Seal Coat	100	25-50	4	400	0.12	0.16
2nd Seal Coat	100	25-50	4	400	0.12	0.16

3.3 APPLICATION RATE

A. Application rates are not to exceed 0.16 gal/yd^2/coat, and at no time are total coats to exceed 0.35 gal/yd^2.

3.4 CONTROL STRIP

A. Before full production, prepare a quantity of mixture in proportions shown in approved mix design. The amount of mixture shall be sufficient to place a control strip minimum 250 square yards at rate specified in the job mix formula. Separate test sections by minimum 200 feet between sections. RPR will designate test area on representative section of pavement to be seal coated. RPR will determine actual application rate during placement of control strip and will depend on pavement surface condition.

B. Use control strip to verify adequacy of mix design to determine application rate. Use same equipment and method of operations on control strip that is used on remainder of work.

C. If control strip proves unsatisfactory, make necessary adjustments to job mix formula, mix composition, application rate, placement operations, and equipment. Place additional control strips and evaluate, if required. Full production shall not begin without RPR approval. Acceptable control strips shall be paid per Article 4.2.

D. Qualified manufacturer representative shall be present in the field to assist Contractor in applying control areas/strips to determine optimum application rate of emulsion and sand.

3.5 CONSTRUCTION METHODS

A. Weather Limitations: Do not apply seal coat when surface is wet or humidity or impending weather conditions will not allow proper curing. Apply seal coat only when atmospheric or pavement temperature is 50 degrees F and rising and expected to remain above 50 degrees F for 24 hours, unless otherwise directed by RPR.

B. Equipment and Tools: Contractor shall furnish all equipment, tools, and machinery necessary for performance of work.
   1. Distributors/spray units used for spray application of seal coat shall be self-propelled and capable of uniformly applying 0.12-0.55 gallons per square yard of material over required width of application. Distributors shall be equipped with removable manhole covers, tachometers, pressure gauges, and volume-measuring devices.
      a. Mix tank shall have a mechanically powered, full-sweep mixer with sufficient power to move and homogeneously mix entire contents of tank.
      b. Distributor shall be equipped with a positive placement pump so a constant pressure can be maintained on mixture to spray nozzles.
   2. Mixing machine shall have a continuous flow mixing unit, accurately delivering a predetermined proportion of aggregate, water, emulsion, and latex additive. Mixing unit shall thoroughly blend all ingredients and discharge material to spreader box without segregation.
   3. Restrict use of hand spreading application to places inaccessible to mechanized equipment or to accommodate neat trim work at curbs, etc. Material applied by hand shall meet same standards as that applied by machine.
   4. Furnish all equipment, materials, and labor necessary to calibrate equipment. Calibrate to assure it will produce and apply a mix that conforms to job mix formula. Provide commercial equipment with method of calibration by manufacturer. Make all calibrations with approved job materials before applying seal coat to pavement. Furnish a copy of calibration test results to RPR.

C. Preparation of Asphalt Pavement Surfaces: Clean pavement surface immediately before placing seal coat by sweeping, flushing well with water leaving no standing water, or a combination, so it is free of dust, dirt, grease, vegetation, oil, or any type of objectionable surface film. Remove oil or grease that has not penetrated asphalt pavement by scraping or scrubbing with a detergent, then wash thoroughly with clean water. After cleaning, treat these areas with oil spot primer. Any additional surface preparation, such as crack repair, shall be per Section 32 11 24 “Preparation/Removal of Existing Pavements.”

D. Mixing:
   1. Blend coal tar emulsion mixture in equipment described using ingredients described in Table 2. Mixing must produce a smooth, homogeneous mixture of uniform consistency. (Consult coal tar emulsion supplier for recommended order of adding ingredients.) During entire mixing and application process, no breaking, segregating or hardening of emulsion, nor balling or lumping of sand is permitted. Continue to agitate seal coating mixture in mixing tank at all times before and during application so a consistent mix is available for application.
   2. Small additional increments of water may be needed to provide a workable consistency, but in no case is water content to exceed specified amount.

E. Application of Coal Tar Surface Treatment. Surface treatment shall be applied at determined uniform rate.
   1. To provide maximum adhesion, dampen pavement with a fog spray of water if recommended by supplier. No standing water shall remain on surface.
   2. If prime coat is recommended by supplier, mix and apply prime coat as specified.
   3. Apply first coat uniformly to obtain determined rate.
   4. Allow each coat to dry and cure initially before applying any subsequent coats.
      a. Initial drying allows evaporation of water of applied mixture, resulting in coating able to sustain light foot traffic.
      b. Initial curing enables mixture to withstand vehicle traffic without damage to seal coat. Minimum cure time between coats shall be 4 hours. Typical cure time is 24 hours.

5. Apply second coat in same manner as first coat.
6. Finished surface shall present a uniform texture.
7. Allow final coat to dry minimum eight hours in dry daylight conditions before opening to traffic and initially cure enough to support vehicular traffic without damage to seal coat.
8. Where marginal weather conditions exist during eight-hour drying time, additional drying time shall be required. The length of time shall be as specified by supplier. Check surface after additional drying time for trafficability before opening section to vehicle traffic.
9. Striping paint used shall meet requirements of Section 32 17 23 "Pavement Markings," compatible with seal coat, and as recommended by coal tar emulsion manufacturer.

3.6 METHOD OF MEASUREMENT

A. Refined coal tar emulsion with additives and aggregate measured by the square yard of acceptable material in place and accepted by Engineer.

3.7 BASIS OF PAYMENT

A. Payment made at contract unit price for refined coal tar emulsion with additives and aggregate, complete, per square yard. Prices shall be full compensation for furnishing all materials, preparing, mixing, and applying materials, and for all labor, equipment, tools, and incidentals necessary to complete item.

END OF SECTION

SECTION 32 13 13 - CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes driveways, roadways, and parking lots.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 32 17 23 “Pavement Markings.”

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more blended hydraulic cement, fly ash and other pozzolans.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.
B. Shop Drawings: Four sets of Reinforcing Fabrication Shop Drawings shall be furnished to Engineer and shall receive approval before any reinforcing steel is fabricated.
C. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
D. Qualification Data: For qualified Installer of detectable warnings, and ready-mix concrete manufacturer.
E. Manufacturer Material Certificates for:
   1. Cementitious materials.
   2. Steel reinforcement and reinforcement accessories.
   3. Admixtures.
   4. Curing compounds.
   5. Applied finish materials.
   6. Bonding agent or epoxy adhesive.
   7. Joint fillers.
F. Material Test Reports for aggregates.
G. Field quality-control reports.

1.4 QUALITY ASSURANCE

A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94 requirements for production facilities and equipment.
B. ACI Publications: Comply with ACI 301 unless otherwise indicated.

1.5 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicle and pedestrian traffic as required for other construction activities.
B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at an ambient or surface temperature of as recommended by Manufacturer.

C. Construction: All exposed edges on all structures shall be chamfered 3/4-inch unless otherwise noted on plans.

PART 2 - PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.
B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces nor impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

A. All reinforcing bars shall be deformed unless shown otherwise on plans. Immediately remove any bars delivered to site not marked with ASTM A615 Grade 60 from site at Contractor expense.
B. Plain-Steel Welded Wire Reinforcement: ASTM A185, fabricated into flat sheets.
C. Deformed-Steel Welded Wire Reinforcement: ASTM A497, flat sheet.
D. Epoxy-Coated Welded Wire Reinforcement: ASTM A884, Class A, plain steel.
E. Reinforcing Bars: ASTM A615, Grade 60; deformed.
F. Galvanized Reinforcing Bars: ASTM A767, Class II zinc coated, hot dip galvanized after fabrication and bending with ASTM A615, Grade 60 deformed bars.
G. Epoxy-Coated Reinforcing Bars: ASTM A775 or A934; with A615, Grade 60 deformed bars.
H. Steel Bar Mats: ASTM A184; with A615, Grade 60, deformed bars; assembled with clips.
I. Plain-Steel Wire: ASTM A82, as drawn.
J. Deformed-Steel Wire: ASTM A496.
K. Epoxy-Coated-Steel Wire: ASTM A884, Class A coated, plain.
L. Joint Dowel Bars: ASTM A615, Grade 60 plain-steel bars. Cut bars true to length with ends square and free of burrs.
M. Tie Bars: ASTM A615, Grade 60, deformed.
N. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified.

2.3 CONCRETE MATERIALS

A. Cementitious Material. Use the following cementitious materials, same type, brand, and source throughout Project:
   1. Portland Cement: ASTM C150, gray portland cement Type I/II.
   2. IP (Fly Ash).

B. Normal-Weight Aggregates: ASTM C33, uniformly graded. Provide aggregates from a single source. Course aggregate required to meet specified soundness, and the percentage of wear shall not be more than 45 at 500 revolutions as determined by AASHTO.
   1. Maximum Coarse-Aggregate Size: 1 1/2 inches nominal.
   2. Soundness Loss: 18.
   3. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
C. Water: Potable and complying with ASTM C94.
D. Air-Entraining Admixture: ASTM C260.
E. Chemical Admixtures: Admixtures certified by manufacturers to be compatible with other admixtures and contain no more than 0.1 percent water-soluble chloride ions by mass of cementitious material. All admixtures require Engineer approval for use.
   1. Water-Reducing Admixture: ASTM C494, Type A.
   2. Retarding Admixture: ASTM C494, Type B.
   3. Water-Reducing and Retarding Admixture: ASTM C494, Type D.
   4. High-Range, Water-Reducing Admixture: ASTM C494, Type F.
   5. High-Range, Water-Reducing and Retarding Admixture: ASTM C494, Type G.
   6. Plasticizing and Retarding Admixture: ASTM C1017, Type II.

2.4 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. or cotton mats.
B. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet.
C. Water: Potable.
D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C309, Type 1, Class B, dissipating.
   1. Products: Subject to compliance with requirements, equal to MB-429 manufactured by Master Builders, Inc.

2.5 RELATED MATERIALS

A. Joint Fillers: ASTM D1751 in preformed strips.
B. Joint Sealants for concrete pavement shall be suitable for horizontal traffic joints exposed to fuel or gas spillage and a chemically curing urethane polyurethane or polysulfide polymer-based elastomeric sealant complying with ASTM C920, Type M, Grade P, Class 5, or Type S, Grade P, Class 25.
C. Joint Backing: ASNI/ASTM D1056, round, closed cell polyethylene foam rod, oversized 30 to 50 percent larger than joint width.

2.6 PAVEMENT MARKINGS

A. See Section 32 17 23 “Pavement Markings.”

2.7 WHEEL STOPS

A. For Site Wheel Stops: Precast, air-entrained concrete, 4,500 psi 28-day strength minimum compressive strength, 4-1/2 inches high by 9 inches wide by 72 inches long. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.
   1. Dowels: Galvanized steel, 1/2-inch in diameter, 10-inch minimum length.

2.8 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by laboratory trial mixtures or field experience.
   1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
   2. When automatic placement is used, determine design mixtures and obtain laboratory test results that meet or exceed requirements.
B. Proportion mixtures to provide normal-weight concrete with the following properties:
   1. Compressive Strength (28 Days): 4,000 psi.
   2. Minimum 5.0 sacks of cement per cubic yard.
   3. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.50.
   4. Slump Limit: 1.5-inch if slip-formed (3 inches max). 5 inches if formed (7.0 inches max).
C. Add air-entraining admixture at manufacturer-prescribed rate to result in normal-weight concrete at point of placement having an air content as 5 percent ±1.5 percent.
D. Chemical Admixtures: Use admixtures according to manufacturer-written instructions.
   1. Use water-reducing admixture in concrete as required for placement and workability with Engineer approval.
   2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions with Engineer approval.
E. Cementitious Materials: Limit percentage by weight of cementitious materials other than Portland cement according to ACI 301 requirements as follows:
   1. Fly Ash or Pozzolan: 25 percent. Engineer approval necessary to use Fly Ash.
F. Synthetic Fiber: Uniformly disperse in concrete mixture at manufacturer-recommended rate, but not less than 1.5 lb./cu. yd. Fiber is specified for this project in addition to steel reinforcement.

2.9 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C94. Furnish batch certificates for each batch discharged and used in the Work.
   1. When the air temperature is 75 to 90 degrees F, reduce mixing and delivery time from 90 to 60 minutes.
   2. When the air temperature is above 90 degrees F, reduce mixing and delivery time to 45 minutes.
B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C94. Mix concrete materials in appropriate drum-type batch machine mixer. Site mixing for batches larger than 1 cubic yard requires Engineer approval.
   1. For concrete batches of 1 cubic yard or smaller, continue mixing at least 1 minute, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.

2. For concrete batches larger than 1 cubic yard, increase mixing time by 15 seconds for each additional cubic yard.
3. Provide batch ticket for each batch discharged and used in Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work so forms can remain in place at least 24 hours after concrete placement.
B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for minimum 2-inch overlap of adjacent mats.

3.5 JOINTS

A. Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to the surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of paving and where paving operations are stopped more than 0.5-hour unless paving terminates at isolation joints.
   1. Omit steel reinforcement from construction joints unless otherwise indicated.
   2. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
   1. Locate expansion joints as shown on plans.
   2. Extend joint fillers full width and depth of joint.
   3. Terminate joint filler not less than 1/4-inch below finished surface if joint sealant indicated.
   4. Place top of joint filler flush with finished concrete surface if joint sealant not indicated.
   5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
   6. During concrete placement, protect the top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete is placed on both sides of joint.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth concrete thickness.
   1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 3/8-inch radius. Repeat grooving of contraction joints after applying surface finishes.
   2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into concrete when cutting action will not tear, abrade or otherwise damage surface and before developing random contraction cracks.
   3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.

E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 3/8-inch radius. Repeat tooling of edges after applying surface to finish.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items embedded or cast-in.

B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until at required finish elevation and alignment.

D. Comply with ACI 304 requirements for measuring, mixing, transporting, and placing concrete.

E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.

F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
   1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels and joint devices.

H. Screed paving surface with a straightedge and strike off.

I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

J. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish and jointing. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

K. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and:
   1. When the air temperature falls to or is expected to fall below 40 degrees F, uniformly heat water and aggregate before mixing to obtain a concrete mixture temperature of not less than 50, and no more than 80 degrees F at point of placement.
   2. Do not use frozen materials or materials containing ice or snow.
   3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.

L. Hot-Weather Placement. Comply with ACI 301 and as follows when hot-weather conditions exist:
   1. Cool ingredients before mixing to maintain concrete temperature below 100 degrees F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, if water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor option.
   2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
   3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

M. Concrete Batching Time shall not exceed Table 14, Item 421 of TxDOT Specification 2014 to avoid placing concrete on site for long periods.

N. Ensure concrete free falls no more than 5 feet except in cases of thin walls (culverts, etc.).

3.7 FLOAT FINISHING

A. Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation (see Article 3.6 I for initial float) when bleed-water sheen disappears and concrete surface stiffens sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
   1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture; or

2. Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/8-inch deep with a stiff-bristled broom, transverse to largest dimension.

3.8 CONCRETE PROTECTION AND CURING

A. Protect freshly placed concrete from premature drying and excessive cold/hot temperatures.
B. Comply with ACI 306.1 for cold-weather protection.
C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. ft. by h before and during finishing operations. Apply according to manufacturer-written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
D. Begin curing after finishing concrete but not before free water disappears from concrete surface.
E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound or a combination of these as follows:
   1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
      a. Water.
      b. Continuous water-fog spray.
      c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
   2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period using cover material and waterproof tape.
   3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas that have been subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during the curing period.

3.9 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 and as follows:
   1. Elevation: 3/4-inch; however, all pavements shall be graded to drain. Repair depressions resulting in standing water over 1/8-inch deep.
   2. Thickness: ± 1/4 inch.
   3. Surface: Gap below 10-foot long, unleveled straightedge not to exceed 1/4-inch.

3.10 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement until Engineer verifies.
B. Allow concrete paving to cure minimum 28 days and be dry before marking pavement.
C. Sweep and clean surface to eliminate loose material and dust.
D. Apply paint with mechanical equipment to produce markings of dimensions indicated with uniform, straight edges. Apply at manufacturer-recommended rates to provide minimum wet film thickness of 15 mils.

3.11 WHEEL STOPS

A. Securely attach wheel stops paving with not less than two galvanized-steel dowels located at one-quarter-to-one-third points. Install dowels in drilled holes in paving and bond dowels to wheel stop. Recess head of dowel beneath top of wheel stop.

3.12 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
B. Testing Services: Per ASTM C172 requirements, perform testing composite samples of fresh concrete obtained
   1. Testing Frequency: Obtain at least 1 set of 3 samples for each 250 cubic yards or fraction thereof of each concrete mixture placed each day. When frequency of testing provides fewer than 5 compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or each batch if fewer than five are used.
   2. Slump: ASTM C143; perform two slump tests on randomly selected batches for every 250 cubic yards or fraction thereof of concrete placed each day. Perform additional tests when concrete consistency appears to change.
   3. Air Content: ASTM C231, pressure method; two tests for each 250 cubic yard placed, but not less than two tests for each day's pour of each concrete mixture.
   4. Concrete Temperature: ASTM C1064; one test hourly when air temperature is 40 degrees F and below and 80 degrees F and above, and one test for each composite sample.
   5. Compression Test Specimens: ASTM C31; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
   6. Compressive-Strength Tests: ASTM C39; test one specimen at seven days and two specimens at 28 days. A compressive-strength test shall be average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive.
D. Report test results in writing to Engineer and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for 7- and 28-day tests.
E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but not used as sole basis for approval/rejection of concrete.
F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate slump, air entrainment, compressive strengths, or other requirements are not met, as directed by Engineer. Contractor bears cost for additional testing.
G. Concrete paving is considered defective if it does not pass tests and inspections.
H. Perform additional testing and inspecting, at Contractor expense, to determine compliance of replaced or additional work with specified requirements.
I. Prepare test and inspection reports.

3.13 REPAIRS AND PROTECTION

A. Remove and replace concrete paving that is broken, damaged, or defective or does not comply with requirements herein. Remove work in complete sections from joint to joint unless otherwise approved by Engineer.
B. Drill test cores where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
C. Protect concrete paving from damage. Exclude traffic from paving at least 14 days after placement. When construction traffic permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur. Construction traffic is permitted after 48 hours, and a strength test of 2,800 psi is obtained.
D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign materials. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION

SECTION 32 13 14 - STRUCTURAL PORTLAND CEMENT CONCRETE FOR SITE WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes materials and construction methods for concrete structures outside the building. Any precast products utilized in the project shall be manufactured to meet or exceed these specifications.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 CONCRETE MATERIALS TESTS

A. Preconstruction Tests: Submit proposed concrete mix design to Engineer for approval before placing any concrete. A laboratory design specific to this project is not required if the requirements herein are met by submitted design. Engineer will require strength records of test cylinders from other projects using proposed mix design. Costs of all preconstruction tests shall be borne by Contractor. Furnish additional test certificates on aggregates if requested by Engineer.
B. Construction Tests: Test cylinders will be made per the Method of Making and Curing Concrete Compression and Flexure Test Specimens in the Field (ASTM C31). Cure specimens under standard moisture and temperature conditions per ASTM C31 requirements of. Strength tests shall be made, in general, for each day's run or each 50 cubic yards of concrete if a day's run greatly exceeds amount, but these tests may be made entirely at Engineer discretion. Contractor shall cooperate in securing and storing samples and furnish all materials required for sampling.

1.3 STRENGTH REQUIREMENTS

A. Concrete mixes shall be designed to secure a dense, low-absorption concrete having a compressive strength not less than 3,600 pounds per square inch at 28 days, as determined by making and breaking standard 6-inch by l2-inch cylinders per ASTM C31 and C39 provisions.
B. Concrete mix shall not have less than 470 pounds of cement per cubic yard concrete mix. Percentage of cementitious materials other than portland cement shall be limited to 20 percent by weight. Acceptance tests shall be determined at the 28-day mark. Methods such as ACI 301 coring shall be considered only at Engineer discretion.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

A. Cement: Portland cement shall conform to the latest revision of ASTM C150, Type II, and an approved brand. An allowable alternate cement to ASTM C150, Type II, will be American Petroleum Institute (API) Type C cement of an approved brand. Only one brand of cement permitted.
B. Fine aggregate shall comply with ASTM C33requirements. Fine aggregate will be required to meet specified soundness test.

C. Coarse aggregate shall comply with ASTM C33 requirements. Gradation shall not be coarser than Size Number 467 (1 1/2 inch to No.4). Coarse aggregate must meet specified soundness, and the percentage of wear is not more than 45 at 500 revolutions as determined by AASHTO Designation T96.

D. Water shall be clear and free from injurious amounts of oil, alkali, organic matter, or other deleterious substances.

E. Admixtures:
   1. Supply concrete, with Engineer approval, with the following admixtures:
      a. Air Entrainment: ASTM C260 equal to Siko-Air by Corporation.
      b. Water Reducing Admixture: ASTM C494, Type A equal to Pozzolith 344-N by Master Builders. Water-reducing admixture is optional.
      c. High-Range Water-Reducing Admixture: ASTM C494, Type F or G equal to Pozzolith 440-N by Master Builders. High-range, water-reducing admixture is optional.
   2. Use admixtures in strict compliance with manufacturer instruction. Do not use admixtures which contain calcium chloride.

PART 3 - EXECUTION

3.1 REINFORCING

A. Bar Reinforcing
   1. Except where plain bars are specifically shown on plans, all bar reinforcing shall be deformed bars. Deformed bar reinforcing shall conform to requirements of ASTM A615, Grade 60.
   2. Immediately remove any deformed bars delivered to site of work not marked per requirements of ASTM A615 shall from site.

B. Epoxy Coating: All reinforcing steel to be epoxy coated will be designated on plans. Epoxy coating and repair of coating shall be per 2014 Texas Department of Transportation (TxDOT) Standard Specifications, Item 440.2 Epoxy Coating.

C. Storing Reinforcement: Protect reinforcement stored at site from accumulation of grease, mud, or other foreign matter and from rust producing conditions. Bars shall be free from loose flaky rust, scale, oil, mud, or structural defects where incorporated in structure.

D. Fabrication and Placing
   1. Reinforcement shall be accurately fabricated to required dimensions and shapes per the ACI Manual of Standard Practice unless variations are specifically shown on plans. Furnish Engineer four sets of fabrication shop drawings for his approval before fabricating any reinforcing steel. Review shop drawings before submission to Engineer.
   2. Accurately place and adequately support reinforcement by concrete, metal, or other approved chairs, spacers, or ties and secure against displacement.
   3. Concrete cover for reinforcing shall be per requirements of ACI Building Code (ACI 318-05) or as noted on Drawings.
   4. Splice as shown on plans by lapping bars required amount and securely wiring together. Where details of splices not shown or unanticipated splices required, make in a location approved by Engineer and length of lap as required by ACI Building Code (ACI 318-05).

3.2 PROPORTIONS

A. General:
1. Materials in concrete shall be proportioned so a workable mix, which will readily fill all form angles and properly embed reinforcement without excessive manipulation, segregation, or water gain, will result. Obtain high-density and low-water absorption with mixes proposed and harsh mixes or those where required finishes cannot be obtained will not be approved. Provide concrete with air entrainment of 4 percent, ±1 percent. Make adjustments in approved mixes during construction to compensate for variations in aggregates or when field tests indicate adjustments are required. Make changes in approved mixes required to bring concrete into conformity with specifications without additional compensation.
2. Measurements:
a. Bulk cement shall be measured by weight to within 1 percent of required amounts. Cement in standard sacks will be considered as weighing 94 pounds and not need weighed. Measure water by weight or volume to within l-1/2 percent of required amount.
b. Measure aggregates by weight on a scale separate from that used for weighing cement. Individual aggregates, as weighed, shall be within 2 percent of required amount and total weight of combined aggregates within 1 percent of required weight.
c. Measure water by volume or by weight. Device for measuring water shall be readily adjusted and, under all operating conditions, have an accuracy within 1 percent of required amount. Device shall be arranged so measurements will not be affected by variable pressures in water supply line.
d. Complete plant assembly shall meet Engineer approval and facilities provided for ready adjustment of aggregate weights for varying moisture content, accurate proportioning of water to cement, accurate control of all materials including positive shutoff where delivery to mixer is from bins, prompt removal of excess materials in hoppers, easy checking of weights of each separate aggregate, delivery of hopper of cement without waste, and checking accuracy of measuring devices.

B. Proportions: Actual quantities of materials used in each batch shall be per approved mix design for class and slump of concrete produced. Consider amount of moisture in aggregates in determining amount of water to add to each batch. Total content of any batch shall not exceed that of approved mix design. Furnish adequate means for determining and controlling amount of water in aggregate.

C. Control: Engineer shall always have free access to plant and Contractor shall furnish materials for samples of all tests required to determine conformity with specifications. Promptly make changes in mix when such tests indicate changes are required or quality of concrete produced fails to meet requirements.

3.3 SLUMP

A. Slump tests shall be made by a testing company. Number/frequency of such tests shall be entirely at Engineer discretion. If slump content falls outside specified limits, immediately make a check test on another portion of the same sample. In the event of a second failure, concrete shall be considered as not meeting requirements of these specifications.

B. Slump of all concrete shall be 3-5 inches (8-inch max after admixtures) with conditions of placement governing exact slump used. In all cases, Engineer shall specify slump used.
   1. When a 3-inch slump is specified, allowable tolerance shall be 1/2-inch.
   2. When specified slump is greater than 3 inches, allowable tolerance shall be 1-inch.

3.4 MIXING AND PLACING

A. Mixing Equipment:
   1. Mixers may be stationary or truck mixers. Agitators may be truck mixers or agitators. Each mixer and agitator shall have prominently attached a plainly-marked metal plate(s) for various uses equipment is designed, capacity of drum/container in terms of volume of mixed concrete, and speed of rotation of mixing drum, blades, or paddles. Stationary mixers shall be equipped with an acceptable timing device that will not permit batch to discharge until specified mixing time elapses. Truck mixers shall be equipped to readily verify number of revolutions of drum blades or paddles.
   2. When loaded to capacity, mixer shall combine ingredients of concrete within specified time into a thoroughly mixed and uniform mass and discharging concrete with a satisfactory degree of uniformity. Do not use mixer or agitator if results of slump tests of individual samples taken at approximately one- and three-quarter points of load differ by more than 2 inches. Frequently inspect mixers and agitators for changes in condition due to accumulations of hardened concrete/mortar or due to blade wear. When any such change of condition is found, repeat slump tests.
   3. Truck mixers shall have adequate water supply and metering devices. Do not add water to concrete after initial mixing water without Engineer permission.

B. Mixing and Delivery:
   1. When a stationary mixer is used for entire mixing of concrete, mixing time for one cubic yard of concrete shall be one minute with an increased mixing time of 15 seconds for each additional cubic yard or portion thereof.
   2. When a stationary mixer is used for partial mixing, mixing time shall be minimum 30 seconds. Mixing shall be completed by truck mixer at mixing speed.
   3. Mixing time shall be measured from time all cement and aggregates are in drum. Batch shall be so charged into mixer that some water will enter in advance of cement and aggregate, and all water shall be in drum by end of first fourth of specified mixing time.
   4. Mixing speed shall begin immediately after all ingredients are in mixer. For complete mixing in truck, each batch shall be mixed not less than 70 nor more than 100 drum revolutions. For partial mixing in truck, each batch shall be mixed no less than 50, and no more than 100 drum revolutions. Mixing speed shall be as designated by manufacturer. All revolutions after prescribed mixing time shall be at agitating speed. Agitating speed shall not be less than 1 and not more than 4 revolutions per minute. Drum shall be kept in continuous motion from the time mixing starts until the discharge is completed.
   5. Maximum time interval between introduction of water to cement and aggregates, or introduction of cement to aggregates, and placing concrete in forms shall not exceed:

Air or Concrete Temperature (whichever is higher)	Maximum Time
90 deg. F or above	45 Minutes
75 to 89 deg. F	60 Minutes
35 to 74 deg. F	90 Minutes

6. Concrete shall not be placed when an ambient temperature is less than 40 deg. F and falling but may be placed when an ambient temperature is not less than 35 deg. F and if the temperature is rising. The temperature of concrete at time of placement in forms shall be not less than 50 nor more than 90 degrees F.

C. Transporting: Concrete shall be handled from mixer to place of final deposit to prevent segregation and when practicable, deposited in final position without rehandling or flowing. Maintain all equipment used in transporting concrete in clean condition. Concrete shall not be delivered from joists by spout or trough, nor dumped into carts with a free fall more than 4 feet. Take every precaution to prevent separation or loss of ingredients while transporting concrete. Pump and convey concrete only after approval by Engineer and with equipment to insure a continuous flow without segregation.

D. Placing:

1. Do not place concrete until all reinforcement is securely and properly fastened in correct position. Check and retighten form ties where necessary. Engineer shall inspect and approve forms and reinforcement before placing concrete. All embedded items shall be in place and anchored while forms and reinforcement are cleaned and cleanout openings closed before such inspection. Engineer representative will be on the job during concrete placement and concrete not placed unless Engineer or representative is present.
2. Place concrete to prevent segregation, thoroughly embed all reinforcement and fixtures, fill all angles in forms, and prevent formation of aggregate pockets or honeycomb. Place in walls, columns, or other deep forms through openings in forms, spaced at frequent intervals, or through tremies so free fall shall not exceed 6 feet. Space points of depositing concrete so concrete surfaces can be kept level without flowing into place.
3. Place concrete with aid of approved mechanical vibrating equipment. Apply vibration directly to concrete of sufficient intensity and duration to cause flow or settlement of concrete, thorough compaction, and complete embedment of reinforcement and fixtures. Supplemental forking and spading by hand may be required to secure dense uniform surfaces and complete filling of corners and angles. Excessive spading or vibrating causing undue water gain or segregation is not permitted. If moderate work causes excessive water gain, adjust mixture. Remove excess water when it appears and does not deposit concrete in such accumulations of water. Use a grill tamp on slabs. Completed sections shall conform to details on plans and concrete shall be dense, uniform and free of aggregate pockets or honeycomb.

3.5 FORMS

A. Material: Forms for all concrete work shall be wood or approved metal forms. Wood sheeting, forming surfaces exposed to sight or weather shall be plywood or plywood lines of a quality to produce smooth even surfaces. Whatever material is used shall produce a surface, free from excessive form marks and meet Engineer approval before use. Use the same type of form for all exposed portions of work unless specifically approved by Engineer.

B. Construction: Forms shall be constructed true to lines, grades, and sections shown on plans and shall be mortar-tight and sufficiently rigid to prevent displacement or sagging between supports. Chamfer all exposed edges on all structures, included edges at all joints 3/4 inch unless otherwise noted on plans. Forms shall be set plumb, true, and rigidly braced to maintain in correct position and alignment.

C. Wetting and Oiling: Coat inside surface of forms with non-staining mineral oil or other approved coating then clean and oil after each use. Recoat forms that dried out between uses just before placing concrete. Wipe excess oil/grease from form surface. If forms dried out so joints have opened, thoroughly soak with water before placing concrete.

D. Removing Forms
   1. Remove forms only upon approval by Engineer. In general, removal of forms will be permitted after 14 days, or concrete has attained design strength and if removal of forms and ties will not damage concrete.
   2. Contractor is responsible, in all form removal, to prevent structural damage or marring of concrete surfaces.

3.6 PATCHING

A. Remove and replace concrete work obviously out of horizontal or vertical alignment or shows serious surface defects at Contractor expense. Patching minor defects is permitted if patching removes defects. Immediately after removing forms, inspect concrete for defects. Patch all form tie holes and defects permitted to be patched before concrete is thoroughly dry. Chip away defective areas to depth not less than 1 inch with edges perpendicular to surface. Wet this and surrounding area to prevent absorption of water from patching mortar. Patching mortar shall be same materials and proportions as used for concrete except coarse aggregate shall be omitted and amount of water used as little as is consistent for proper handling and placing. Retemper mortar without addition of water by allowing 1- hour to stand and mixing to prevent setting. Thoroughly compact mortar into place, screed off slightly higher than surrounding surface, and leave undisturbed for one to two hours. Final finishing shall conform to finish of surrounding areas.

B. Patch form tie holes with same mortar, holes completely filled and mortar tightly packed into hole. Fill holes passing entirely through concrete by forcing mortar through from one side to the other. Strike off mortar flush with burlap or canvas and finally finish patch to conform to surrounding surface.

3.7 FINISHING

A. Exposed Formed Surfaces
   1. All exposed concrete surfaces shall be true, smooth, free from open or rough spaces, depressions, or projections. Bring concrete flush in horizontal plane surfaces with finished cop surface at proper elevation and strike off with straightedge and float. Mortar finishing not permitted, nor shall dry cement or sand-cement mortar be spread over concrete during finishing of horizontal plane surfaces.
   2. Surface finish of exposed concrete, (including wingwalls), vertical edges of sidewalks, and end of culvert walls, shall be a rubbed finish. Interior walls of culvert barrels are not included as exposed concrete. Use a carborundum stone to finish surface. When approved, finish with a rubbing machine.

B. Unexposed Formed Surfaces: All surfaces not normally exposed to view shall require no finishing other than filling tie rod holes, removing fins and rough edges, and patching or removing any defects.

C. Slab Finishing: After screeding, consolidating, and leveling concrete slabs, do not work surfaces until ready for floating. Floating shall begin when surface water disappears. Final troweling shall begin when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance. Immediately after trowel finish, slightly roughen concrete surface by brooming with a fiber bristle broom.

3.8 CURING AND PROTECTING

A. Curing:
   1. Curing period for all concrete begins immediately after placing/finishing operations are complete. Delay in initiation of curing measures is not tolerated. Protect all concrete from loss of moisture and large changes in temperature, for 7 days after placement. Curing measures shall be as noted, unless similar measures demonstrated to achieve same or better results are approved by Engineer in writing.
   2. Forms shall remain in place 24 hours but removed within 48 hours after placement of concrete. Forms shall be always kept wet until removed.
   3. Accomplish all required patching and repair of defects immediately upon removal of forms. After patching is complete, coat each section with a membrane curing compound, Horncure 30D or equal, applied at no more than 200 square feet per gallon.

B. Protecting:
   1. Protect concrete against all adverse conditions including weather and mechanical damage, until Project completion. Any such damage incurred shall be promptly repaired by Contractor at his own expense, as approved by Engineer.
   2. Protect concrete against low temperatures by maintaining a placement temperature not less than 50 degrees F for 5 days after placement. Concrete shall also be protected against extremes of high temperature, low humidity and wind movement by curing methods specified herein or other methods approved by Engineer. It is Contractor responsibility to anticipate, as nearly as possible, changes in weather conditions which affect concrete placement and protection. He shall be always prepared with proper materials, equipment, and personnel, to protect freshly placed concrete when sudden changes in weather make such protection necessary. Failure to have available proper materials, equipment or personnel for expeditious placement and adequate preparation of concrete is grounds for postponement of placing of concrete.

3.9 EMBEDDED ITEMS

A. All items required by plans or specifications to be embedded in concrete shall be accurately set in place and securely maintained in such positions during placement of concrete.

END OF SECTION

SECTION 32 16 12 - CONCRETE SIDEWALKS, CURBS, AND GUTTERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Concrete sidewalks and curbs and gutters.
   2. Concrete wheelstops.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 20 00 “Earth Moving.”

1.2 REFERENCES

A. ACI 301 - Specifications for Structural Concrete for Buildings.
B. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
C. ASTM C33 - Concrete Aggregates.
D. ASTM C78 - Standard Test Method for Flexural Strength of Concrete.
E. ASTM C94 - Ready Mix Concrete.
F. ASTM C143 - Slump of Hydraulic Cement Concrete.
G. ASTM C150 - Portland Cement.
H. ASTM C172 - Sampling Freshly Mixed Concrete.
I. ASTM C173 - Air Content of Freshly Mixed Concrete by the Volumetric Method.
J. ASTM C260 - Air-Entraining Admixtures for Concrete.
K. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
L. ASTM C494 - Chemical Admixtures for Concrete.
M. ASTM C1116 - Fiber-Reinforced Concrete and Shotcrete.
N. ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction.

1.3 SUBMITTALS

A. Submit following in accordance with requirements of Contract Documents.
B. Provide product data on joint filler admixtures, curing compounds, and fibrous reinforcing.
C. Submit manufacturer-printed product data, clearly marked, indicating required volume of fibrous concrete reinforcement materials to be added to each cubic yard of concrete.
D. Submit manufacturers printed batching mixing instructions.
E. Submit certificate prepared by concrete supplier stating that approved fibrous concrete reinforcement materials were added at the required volume to each batch of concrete delivered to project site. Accompanied each certificate by one copy of each batch delivery ticket indicating amount of fibrous concrete reinforcement material added to each batch of concrete.

1.4 QUALITY ASSURANCE

A. Perform work in accordance with ACI 301.
B. Obtain cementitious materials from same source throughout.

1.5 ENVIRONMENTAL REQUIREMENTS

A. Cold Weather Requirements: Do not place concrete when base surface temperature is less than 40 degrees F or surface is wet or frozen.
B. Warm Weather Requirements: Do not place concrete when the temperature of mix exceeds 85 deg. F without an approved retarder or 95 degrees F with an approved retarder.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

A. Concrete Curbs and Gutters: Steel form material, specifically designed for curb and gutter work, profiled to suit conditions, except that curves may be formed with wood sections built up or laminated, upon prior approval by Engineer.
B. Sidewalks: Steel or wood at Contractor option.
C. Joint Filler: ASTM D1751 type; 1/2-inch thick.

2.2 REINFORCEMENT

A. Sidewalks shall have 100-percent virgin homopolymer polypropylene fibrillated fibers specifically manufactured to use as concrete reinforcement containing no reprocessed olefin materials.
B. Reinforcing Steel Bars: ASTM A615, deformed steel bars.

2.3 CONCRETE MATERIALS

A. Cement: ASTM C150 Type II.
B. Fine and Coarse Mix Aggregates: ASTM C33, max 1.5-inch aggregate size.
C. Water-Potable, not detrimental to concrete.
D. Air Entrainment: ASTM C260.

2.4 ACCESSORIES

A. Curing/Sealing Compound: ASTM C309, Type 1, Class B; equal to MB-429 manufactured by Master Builders, Inc.
B. Joint Sealers: ASTM D3405 or approved equal.

2.5 CONCRETE MIX - BY PERFORMANCE CRITERIA

A. Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94.
B. Select proportions for normal weight concrete per ACI 301 Method 1 or 2.
C. Add fibrous concrete reinforcement to concrete materials when concrete is batched in amounts per approved submittals.
D. Mix batched concrete in strict accord with fibrous concrete reinforcement manufacturer's instructions and recommendations for uniform and complete dispersion.
E. Provide concrete to the following criteria:
    1. Compressive Strength: 3,600 psi.
    2. Slump: 3 to 5 inches ±1 inch.
    3. Air Entrained: 5.5 percent ±1.5 percent.

F. Use accelerating admixtures in cold weather only when approved by Engineer. Use of admixtures will not relax cold weather placement requirements.
G. Use set-retarding admixtures during hot weather only when approved by Engineer.

2.6 SOURCE QUALITY CONTROL AND TESTS

A. Provide mix design for each class of concrete to Engineer for review before commencing work.
B. Test cement and aggregates to ensure conformance with specified requirements.
C. Test samples in accordance with ACI 301.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify base conditions.
B. Verify compacted subgrade is acceptable and ready to support concrete work and imposed loads.
C. Verify gradients and elevations of base are correct.

3.2 PREPARATION

A. Moisten base to minimize absorption of water from fresh concrete.
B. Notify Engineer minimum 24 hours prior to commencement of concreting operations.

3.3 FORMING

A. Forms for curb and gutter shall be approved type metal forms. Form sections shall be straight, free of warp and a depth equal to depth of concrete section formed. Forms shall consist of a back form and gutter form with steel templates. Forms shall be constructed accurately to line and grade as established in the field, adequately braced so they will not move during concrete placing and remain in place at least 12 hours after placing of concrete. Oil forms with light oil before each use and forms to reuse shall be cleaned immediately after use and maintained in good condition. Forms for concrete paving shall also conform to provisions herein. Forms for curb and gutter on curves with a radius of 130 feet or less shall be flexible steel forms.
B. Steel templates shall have shape of cross-section of curb and gutter except bottom portion of template shall be cut away to allow for a solid mass of concrete. An acceptable shape is shown on a Detail Sheet of Plans; however, other shapes may be used upon submission of a design and approval of Engineer.
C. Machine Laid Curb and Gutter:
    1. Concrete curb and gutter sections may be formed with curb and gutter laydown machine, provided machine can lay curb and gutter to proper grade, alignment and cross-section, and is equipped with adequate vibrators to produce a dense concrete free of honeycombs.
    2. Laydown machines that cannot meet requirements will not be acceptable for use.
D. Curb and Gutter Cross-Section: Should Contractor desire to use metal templates which differ slightly from sections shown on plans, such templates or drawings thereof shall be submitted for approval. Slight differences which will not affect general appearances of curb and gutter sections will be approved but no forms or templates used which not approved by Engineer.
E. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.4 MIXING AND PLACING CONCRETE

A. Mix concrete in an approved batch-type mixer equipped with a device for measuring water accurate to within 2 percent. Minimum time for mixing each batch after all ingredients are in mixer shall be 1-1/2 minutes. Mixer speed shall not exceed that recommended by manufacturer. Excessive overmixing, requiring addition of water to preserve required consistency, is not permitted. Concrete not in place within 45 minutes from time of charging drum or has developed initial hardening, shall not be used. Transit mixed concrete conforming to these specifications will be acceptable.

B. Deposit concrete in place to require minimal rehandling and place to produce a uniformly dense section, free of honeycomb or other voids, conforming to grade, thickness, and shapes shown on plans. Before placing concrete subgrade or base, sprinkle surface to a thoroughly moistened condition (but not muddy). Thoroughly spade or vibrate concrete adjacent to forms or joints to eliminate honeycomb. Honeycombed places behind curb or face of gutter are not permitted, patch all honeycombed places as directed by Engineer. Do not place concrete when the temperature is less than 40 deg. F and under no circumstances are they placed on frozen ground.

C. Mixing concrete for use in a curb and gutter laydown machine shall be mixed as specified and placed to form curb and gutter section with laydown machine. Accurately control slump of concrete and low enough to prevent sagging or slumping of curb section behind machine. Batches with excessive slump will be rejected.

D. Place concrete in accordance with ACI 301.

E. Place concrete continuously over full width of panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.

3.5 JOINTS

A. Align curb, gutter, and sidewalk joints.

B. Place joint filler between paving components and building or other appurtenances. Recess the top of filler 1/4-inch for sealant placement.

C. Sidewalk Joints
   1. Place transverse contraction joints continuous across width of walk at a distance not to exceed sidewalk width or 5 feet on center, whichever is less.
   2. Place longitudinal contraction joints in centerline of walks 10 feet or more in width.
   3. Place transverse expansion joints at sidewalk returns, opposite expansion joints in adjoining curbs and around structures projecting through or into sidewalk, but not less than 20 feet on center.

D. Construct curb and gutter with expansion joint at tangent point of each return at intersections, intervals not more than 40 feet between intersections (odd length sections as Engineer directs), and at end of each day's concrete pour. Locate a construction or contraction joint at 10-foot intervals, each template, or as directed by Engineer. All joints shall be perpendicular to the surface of concrete and axis of section. Construction or contraction joints for curb and gutter poured in metal forms shall be formed by metal template plates accurately shaped to cross-section shown on plans and constructed so they can be removed during finishing operations. Maintain templates in good condition and do not use warped or bent templates.

E. In machine-laid curb and gutter, make contraction joints at 10-foot intervals by cutting into curb and gutter sections with a trowel a depth of approximately 1/2-inch. Finish these joints as specified. Place expansion joints at end returns, but not to exceed a maximum 300-foot spacing and at end of each day's concrete pour.

F. Expansion joint material shall be an approved preformed bituminous impregnated non-extruding type jointing material, 1/2-inch thick (3/4-inch thick for machine laid curb and gutter), and shaped to section of curb and gutter or concrete drainage apron.

3.6 FINISHING

A. Sidewalk Paving: Light broom, radius to 3/8-inch radius, and trowel joint edges.
B. Curbs and Gutters: Light broom.
C. Ramps: Heavy-broomed texture perpendicular to slope.
D. Direction of Texturing: Transverse to longest dimension.
E. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer instructions.
F. Accurately shape curb and gutter, gutter, concrete valley gutters, fillets, and other miscellaneous concrete work to cross section shown on plans or approved by Engineer and finish to a surface of uniform texture by floating with a wood float and trowelling. Final finish with a brush, last stroke from back of curb to lip of gutter. Both sides of all joints, lip of gutter, and back edge of curb shall be finished with an approved edging tool before the final brushing. Accurately shape and finish curves at top and bottom of curb sections and finished curb and gutter shall present a uniform appearance without "waves" in face of curb or "pockets" in gutters or slabs. Exercise care at valley gutters, both in setting forms and finishing, to insure shape of gutter shall conform to details of plans and no water pockets are formed in gutter of pavement. At construction and contraction joints, cut mortar full width of joint, and neatly finish with an approved edging/grooving tool of such design to groove joint approximately 2 inches in depth.
G. Neatly form construction and contraction joints in machine laid curb and gutter and finish with an approved edging or grooving tool of such design to groove joint approximately 2 inches in depth.

3.7 JOINT SEALING

A. Separate pavement from vertical surfaces with 1/2-inch-thick joint filler.
B. Place joint filler in pavement pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.
C. Extend joint filler from bottom of pavement to within 1/4-inch of finished surface. Joint sealer shall conform to ASTM 3405 or approved equal.

3.8 PROTECTING AND CURING

A. Cover all concrete work with burlap or other suitable material as soon as it sets sufficiently to prevent marking and keep wet continuously at least four days. Take care to prevent mechanical injury to concrete work during this period and until work is accepted. Repair any work damaged prior to acceptance to Engineer satisfaction.
B. In lieu of previously noted method of curing, cure curb and gutter by applying a liquid membrane coating to all exposed surfaces as soon as concrete sets sufficiently. Back and front of concrete curb and gutter shall have membrane applied as soon as forms are removed. Engineer shall approve materials and methods of application before concrete placement begins. Coating shall conform to ASTM C309.

C. Provide suitable means to prevent concrete from freezing no less than 72 hours after placing. Contractor shall remove and replace any concrete damaged by freezing at his expense. Do not add any admixture of chemicals to concrete to prevent freezing, unless specifically approved by Engineer.

D. Provide suitable means to protect freshly poured concrete from rain damage. Always keep such means readily accessible during placement of concrete.

END OF SECTION

SECTION 32 17 23 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes painting of markings and stripes on pavement surfaces applied per these specifications, at locations shown on plans, or as directed by Engineer.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Paint shall meet requirements of the following specifications:
   1. Federal Test Method Standard No. 141, Methods 4121, 4184, 4281, 6121
   2. Fed. Spec. TT-P-1952F Paint, Traffic & Airfield Markings. Waterborne.
   3. Fed. Spec. STD 595 Colors used in Government Procure are white (37935), yellow (33538), brown (33538 or 33655)
   4. Fed. Spec. TT-B-1325D Glass Beads, Retroflective.
   5. ASTM D771-5S
B. Preformed Thermoplastic Pavement Markings:
   1. Composed of ester-modified resins and aggregate pigments and binders.
   2. Retroreflectivity shall demonstrate a uniform nighttime retroreflection per ASTM E1710.

PART 3 - EXECUTION

3.1 CONSTRUCTION METHODS – SPRAY-APPLIED MARKINGS

A. Weather Limitations: Paint only when surface is dry, atmospheric temperature is above 45 degrees F, and the weather is not foggy or windy.
B. Equipment:
   1. Engineer shall approve all equipment for work and include apparatus necessary to properly clean existing surface, mechanical marking machine, and such auxiliary hand-painting equipment necessary to satisfactorily complete job.
   2. Mechanical marker shall be an atomizing spray-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at required coverage and designed to apply markings of uniform cross sections and clear-cut edges without running or spattering.
C. Preparation of Surface:
   1. Immediately before applying paint, surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material which reduces bond between paint and pavement. Clean area to paint by sweeping, blowing, or other methods required to remove all dirt, laitance, and loose materials.
   2. Do not apply paint to Portland cement concrete pavement until concrete in areas to paint is clean of curing material. Sandblast or use high-pressure water to remove curing material from concrete surfaces.

D. Surface Cure Time:
   1. 30 days shall elapse between placement of a bituminous surface course (hot mix) and application of the paint.
   2. 15 days shall elapse between placement of coal tar emulsion and application of paint.

E. Layout of Markings: On sections of pavement where no previously applied markings are available to serve as a guide, lay out proposed markings in advance of paint application.

F. Fire Lane Markings: If required by Fire Marshall, provide all required fire lanes as designated by local Fire Chief or official with fire lane striping which consists of a 6-inch-wide red background stripe with 4-inch-high, white letters using 3/4-inch stroke stating "FIRE LANE NO PARKING" or "NO PARKING FIRE LANE" painted upon red stripe every 40 feet along entire length of fire lane, showing exact boundary of fire lane. "FIRE LANE NO PARKING" or "NO PARKING FIRE LANE" must be grouped together as a phrase. Separating "NO PARKING" and "FIRE LANE" spacing them 40 feet apart does not meet intention of this ordinance. Fire lane markings shall be upon the vertical surface of curb unless otherwise approved by the Chief.

G. No-Parking Marking shall consist of a 6-inch-wide, yellow, background stripe with 4-inch-high, black letters using 3/4-inch stroke stating "NO PARKING" painted upon yellow stripe every 40 feet along entire length showing exact boundary of no-parking area.

H. Application:
   1. Apply markings at locations and to dimensions and spacing shown on plans. Do not apply paint until layout and condition of surface is approved by Engineer.
   2. Mix paint per manufacturer instructions and apply to pavement with marking machine at 100 - 110 square feet per gallon. Do not add thinner. Allow 15 days to elapse between placement of a bituminous surface course or seal coat and application of paint.
   3. Marking edges shall not vary from a straight line more than 0.5 inch in 50 feet and dimensions shall be within a tolerance of ±5 percent. If indicated on plans, distribute glass spheres to surface of marked areas immediately after paint application. Furnish a dispenser properly designed to attach to marking machine and suitable for dispensing glass spheres. Apply spheres at 10 pounds per gallon of paint.
   4. Furnish certified test reports for materials shipped to project. Reports shall not be interpreted as a basis for final acceptance. Notify Engineer upon arrival of a shipment of paint to job site. Return all emptied containers to paint storage area for Engineer to check. Do not remove containers from site or destroy until authorized by Engineer.

I. Protection: After paint application, protect all markings from damage until paint is dry. Protect all surfaces from disfiguration by spatter, splashes, spillage, or drippings of paint.

3.2 CONSTRUCTION METHODS – THERMOPLASTIC MARKINGS

A. Weather Limitations: Markings shall be able to be applied in temperatures as low as 35 degrees F.

B. Beads: Surface beads shall be applied at the rate of 116 per 10 square feet.

C. Pigment: White-titanium dioxide, ASTM D476 Type II, 10-percent minimum. Color shall be integral throughout.

D. Thickness: Supplied at nominal thickness of 65 mil.

E. Requirements:
   1. Markings must be a resilient thermoplastic product with uniformly distributed surface glass beads. Markings must be resistant to detrimental effects of motor fuels and lubricants, hydraulic fluids, deicers, anti-icers, protective coatings, etc. Lines, legends, and symbols must be capable of affixing to asphalt/Portland cement concrete pavements by radiant heater. Colors shall be available as required.
   2. Markings must conform to pavement contours, breaks, and faults through action of airport traffic at normal pavement temperatures.

F. Sealer: Pavement shall be clean, dry, and free of debris. A non-volatile organic content (non-VOC) sealer with a maximum applied viscosity of 250 centiPoise shall be applied to pavement shortly before markings are applied.

3.3 PAYMENT

A. Method of Measurement:
   1. Spray-applied markings shall be measured by the square foot.
   2. The thermoplastic markings for parking space numbering shall be measured by each parking space the number is applied.

END OF SECTION

SECTION 32 31 13 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Fence framework, fabric, and accessories.
   2. Excavation for post bases.
   3. Concrete foundation for posts.
   4. Hardware.
B. Related Requirements:
   1. Division 01 Specifications apply to Work of this Section.

1.2 REFERENCES

A. Chain Link Fence Manufacturers Institute (CLFMI)-Product Manual.
B. ASTM F567 Standard Practice for Installation of Chain-Link Fence.

1.3 SUBMITTALS

A. Shop Drawings and Product Data.
B. Provide data on fabric, barbed wire, posts, accessories, fittings, and hardware.

1.4 QUALITY ASSURANCE

A. Manufacturer: Company specializing in manufacturing products specified herein with a minimum of 5 years' experience.
B. Installer: Perform work in accordance with CLFMI - Product Manual.

1.5 FIELD MEASUREMENTS

A. Verify field measurements are as indicated on Shop Drawings.

PART 2 - PRODUCTS

2.1 MATERIALS AND COMPONENTS

A. Construct chain link fence as shown on plans and to dimensions shown on details.
B. Conform to CLFMI Product Manual requirements for Standard Industrial fencing.
C. Wire Fabric: Chain link fabric shall be Type I, zinc-coated steel fabric. Zinc coating shall have a minimum of 1.2-ounce per square foot of uncoated wire surface. Fabric shall be 36 inches high, No. 9 gauge, with 2-inch mesh. Fabric shall be knuckled at bottom and top selvage.
D. Corner posts shall be 3-inch O.D. pipe, 0.16-inch wall thickness, and 4.64 lbs. per linear foot. Post shall be hot-dip galvanized.
E. Line posts shall be 2 3/8-inch O.D. pipe, 3.12-pounds per linear foot, and a 0.13-inch wall thickness. Line posts shall be hot-dip galvanized.

F. Tension wire at bottom of fence shall be No. 7 coil spring wire, coated as specified for wire fabric.
G. Fittings: All fittings shall be steel, adequate size as approved, and hot dip galvanized.
H. Top rails, braces, and bottom rails (if required) shall be 1.66 inches O.D. or larger, 2.27 lbs. per foot, 0.140 thickness.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install framework, fabric, accessories, and gates in accordance with ANSI/ASTM F567, manufacturer recommendations, and:
   1. Set posts in 3,000-psi minimum concrete PER ASTM F567, "Alternate Method," unless specified otherwise.
   2. Provide top rail through line post tops and splice with 6-inch-long rail sleeves.
   3. Stretch fabric between terminal posts or at 100-foot maximum intervals, whichever is less.
   4. Position bottom of fabric 12 inches above finished grade per plan details for nominal 48-inch fence height.
   5. Space line posts no more than 10 feet apart. Set all line posts at least 36 inches deep and all corner posts at least 42 inches deep. Set all line posts in holes not less than 9 inches in diameter and all corner posts in holes not less than 12 inches in diameter. Fill with concrete. Concrete shall extend 2 inches above finished grade and slope away from post in all directions so water will not pond around post. Stretch taut and securely attach fabric to line posts with clips spaced 12 inches apart. Use suitable stretcher bars and bands on all end and gate post (as applicable). Tightly stretch and securely attach tension wire to wire fabric with No. 11 galvanized hog rings on 24-inch centers. Install fence per manufacturer instructions, neat, and workmanship-like.

3.2 ERECTION TOLERANCES

A. Maximum Variation from Plumb: 1/4-inch.
B. Maximum Offset from True Position: 1 inch.

END OF SECTION

SECTION 32 84 00 - PLANTING IRRIGATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Piping.
   2. Manual valves.
   3. Automatic control valves.
   4. Transition fittings.
   5. Dielectric fittings.
   6. Miscellaneous piping specialties.
   7. Sprinklers.
   8. Quick couplers.
   9. Drip irrigation specialties.
   10. Controllers.
   11. Boxes for automatic control valves.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. Lateral Piping: Downstream from control valves to sprinklers, specialties, and drain valves. Piping is under pressure during flow.

B. Drain Piping: Downstream from circuit-piping drain valves. Piping is not under pressure.

C. Main Piping: Downstream from point of connection to water distribution piping to, and including, control valves. Piping is under water-distribution-system pressure.

D. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control, signaling power-limited circuits.

1.3 PERFORMANCE REQUIREMENTS

A. Irrigation zone control shall be automatic operation with controller and automatic control valves.

B. Location of Sprinklers and Specialties: Design location is approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100 percent irrigation coverage of areas indicated.

C. Minimum Working Pressures: The following are minimum pressure requirements for piping, valves, and specialties unless otherwise indicated:
   1. Irrigation Main Piping: 200 psig.
   2. Circuit Piping: 200 psi.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

B. Wiring Diagrams: For power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.
B. Zoning Chart: Show each irrigation zone and its control valve.
C. Controller Timing Schedule: Indicate timing settings for each automatic controller zone.
D. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For sprinklers controllers and automatic control valves to include in operation and maintenance manuals.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers that includes a Licensed Irrigator by the State of Texas.
B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
B. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.9 PROJECT CONDITIONS

A. Interruption of Existing Water Service: Do not interrupt the water service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water service according to requirements indicated:
   1. Notify Owner no fewer than two days in advance of proposed interruption of water service.
   2. Do not proceed with interruption of water service without Owner's written permission.

PART 2 - PRODUCTS

2.1 PIPES, TUBES, AND FITTINGS

A. Comply with requirements in the piping schedule for applications of pipe, tube, and fitting materials, and for joining methods for specific services, service locations, and pipe sizes.
B. Ductile-Iron Pipe with Mechanical Joints: AWWA C151, with mechanical-joint bell and spigot ends.
   1. Mechanical-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.
      a. Glands, Gaskets, and Bolts: AWWA C111, ductile- or gray-iron glands, rubber gaskets, and steel bolts.

C. PVC Pipe: ASTM D 1785, PVC 1120 compound, Schedules 40 and 80.
   1. PVC Socket Fittings: ASTM D 2466, Schedules 40 and 80.
   2. PVC Threaded Fittings: ASTM D 2464, Schedule 80.
   3. PVC Socket Unions: Construction similar to MSS SP-107, except both headpiece and tailpiece shall be PVC with socket ends.
D. PVC Pipe, Pressure Rated: ASTM D 2241, PVC 1120 compound, SDR 21.
   1. PVC Socket Fittings: ASTM D 2467, Schedule 80.
   2. PVC Socket Unions: Construction similar to MSS SP-107, except both headpiece and tailpiece shall be PVC with socket or threaded ends.

2.2 PIPING JOINING MATERIALS

A. Pipe-Flange Gasket Materials: AWWA C110, rubber, flat face, 1/8 inch thick unless otherwise indicated; full-face or ring type unless otherwise indicated.
B. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.
C. Solvent Cements for Joining PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
D. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.

2.3 MANUAL VALVES

A. Bronze Ball Valves:
   1. Description:
      a. Standard: MSS SP-110.
      b. SWP Rating: 150 psi.
      c. CWP Rating: 600 psi.
      d. Body Design: 2-Piece.
      e. Body Material: Bronze.
      f. Ends: Threaded or solder joint if indicated.
      g. Seats: PTFE or TFE.
      h. Stem: Bronze.
      i. Ball: Chrome-plated brass.
      j. Port: Full.
B. Plastic Ball Valves:
   1. Description:
      a. Standard: MSS SP-122.
      b. Pressure Rating: 150 psi.
      c. Body Material: PVC.
      d. Type: Union.
      e. End Connections: Socket or threaded.
      f. Port: Full.
C. Bronze Gate Valves:
   1. Description:
      a. Standard: MSS SP-80, Type 2.
      b. Class: 125.
      c. CWP Rating: 200 psi.
      d. Body Material: ASTM B 62 bronze with integral seat and screw-in bonnet.
      e. Ends: Threaded or solder joint.
      f. Stem: Bronze, nonrising.

g. Disc: Solid wedge; bronze.
h. Packing: Asbestos free.
i. Handwheel: Malleable iron, bronze, or aluminum.

2.4 AUTOMATIC CONTROL VALVES

A. Plastic, Automatic Control Valves:
1. Rainbird XCZ-PRB-100-COM, 120 mesh filter, drip control zone values.
2. Description: Molded-plastic body, normally closed, diaphragm type with manual-flow adjustment, and operated by 24-V ac solenoid.

2.5 TRANSITION FITTINGS

A. General Requirements: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.
B. Plastic-to-Metal Transition Fittings:
1. Description: PVC one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-socket or threaded end.

2.6 DIELECTRIC FITTINGS

A. General Requirements: Assembly of copper alloy and ferrous materials or ferrous material body with separating nonconductive insulating material suitable for system fluid, pressure, and temperature.

2.7 MISCELLANEOUS PIPING SPECIALTIES

A. Pressure Gages: ASME B40.1. Include 4-1/2-inch- diameter dial, dial range of two times system operating pressure, and bottom outlet. Install downstream of backflow prevention.

2.8 SPRINKLERS

A. Not Used.

2.9 DRIP IRRIGATION SPECIALTIES

A. Rainbird XFCV-09-18
B. Drip Tubes with Integral Emitters:
1. Tubing: Flexible PE.
2. Emitters: Devices to deliver water at approximately 40 psi.
a. Body Material: PE, with flow control and check valve.
b. Mounting: Integral with tubing at set intervals.
3. Capacities and Characteristics:
a. Tubing Size: 17 mm.
b. Emitter Spacing: 18 inches.
c. Emitter Flow: 0.9 GPH.
C. Application Pressure Regulators: Plastic housing, with corrosion-resistant internal parts; capable of controlling outlet pressure to approximately 40 psi.

D. Filter Units: Plastic housing, with corrosion-resistant internal parts; of size and capacity required for devices downstream from unit.
E. Air Relief Valves: Brass or plastic housing, with corrosion-resistant internal parts.
F. Vacuum Relief Valves: Brass or plastic housing, with corrosion-resistant internal parts.
G. Steel Ground Stakes: Install as per manufacturer's specifications.

2.10 CONTROLLERS

A. Utilize existing controllers on-site as indicated on the Drawings.

2.11 BOXES FOR AUTOMATIC CONTROL VALVES

A. Plastic Boxes:
1. Description: Box and cover, with open bottom and openings for piping; designed for installing flush with grade.
a. Size: As required for valves and service.
b. Shape: Rectangular.
c. Sidewall Material: PE.
d. Cover Material: PE.
1) Lettering: "IRRIGATION."
B. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3/4 inch minimum to 3 inches maximum.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Install warning tape directly above pressure piping, 12 inches below finished grades, except 6 inches below subgrade under pavement and slabs.
B. Provide minimum cover over top of underground piping according to the following:
1. Irrigation Main Piping: Minimum depth of 18 inches below finished grade, or not less than 18 inches below average local frost depth, whichever is deeper.
2. Lateral Piping: 12 inches.
3. Drain Piping: 12 inches.
4. Sleeves: 18 inches.

3.2 PREPARATION

A. Set stakes to identify locations of proposed irrigation system. Obtain Architect's approval before excavation.

3.3 PIPING INSTALLATION

A. Location and Arrangement: Drawings indicate location and arrangement of piping systems. Install piping as indicated unless deviations are approved on Coordination Drawings.
B. Install piping free of sags and bends.
C. Install groups of pipes parallel to each other, spaced to permit valve servicing.
D. Install fittings for changes in direction and branch connections.
E. Install unions adjacent to valves and to final connections to other components with NPS 2 or smaller pipe connection.

F. Install flanges adjacent to valves and to final connections to other components with NPS 2-1/2 or larger pipe connection.
G. Lay piping on solid subbase, uniformly sloped without humps or depressions.
H. Install ductile-iron piping according to AWWA C600.
I. Install PVC piping in dry weather when temperature is above 40 deg F. Allow joints to cure at least 24 hours at temperatures above 40 deg F before testing.
J. Install piping in sleeves under parking lots, roadways, and sidewalks.
K. Install sleeves made of Schedule 40 PVC pipe and socket fittings, and solvent-cemented joints.
L. Install transition fittings for plastic-to-metal pipe connections according to the following:
    1. Underground Piping:
        a. NPS 1-1/2 and Smaller: Plastic-to-metal transition fittings.
        b. NPS 2 and Larger: AWWA transition couplings.
    2. Aboveground Piping:
        a. NPS 2 and Smaller: Plastic-to-metal transition fittings.
        b. NPS 2 and Larger: Use dielectric flange kits with one plastic flange.
M. Install dielectric fittings for dissimilar-metal pipe connections according to the following:
    1. Underground Piping:
        a. NPS 2 and Smaller: Dielectric coupling or dielectric nipple.
        b. NPS 2-1/2 and Larger: Prohibited except in control-valve box.
    2. Aboveground Piping:
        a. NPS 2 and Smaller: Dielectric union.
        b. NPS 2-1/2 to NPS 4: Dielectric flange.
        c. NPS 5 and Larger: Dielectric flange kit.
    3. Piping in Control-Valve Boxes:
        a. NPS 2 and Smaller: Dielectric union.
        b. NPS 2-1/2 to NPS 4: Dielectric flange.
        c. NPS 5 and Larger: Dielectric flange kit.

3.4 JOINT CONSTRUCTION

A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
    1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
    2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
D. Flanged Joints: Select rubber gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
E. Ductile-Iron Piping Gasketed Joints: Comply with AWWA C600 and AWWA M41.
F. Copper-Tubing Brazed Joints: Construct joints according to CDA's "Copper Tube Handbook," using copper-phosphorus brazing filler metal.

G. Copper-Tubing Soldered Joints: Apply ASTM B813 water-flushable flux to tube end unless otherwise indicated. Construct joints according to ASTM B828 or CDA's "Copper Tube Handbook," using lead-free solder alloy (0.20 percent maximum lead content) complying with ASTM B32.
H. PVC Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
   1. Comply with ASTM F402 for safe-handling practice of cleaners, primers, and solvent cements.
   2. PVC Pressure Piping: Join schedule number, ASTM D1785, PVC pipe and PVC socket fittings according to ASTM D2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D2855.
   3. PVC Nonpressure Piping: Join according to ASTM D2855.

3.5 VALVE INSTALLATION

A. Underground Gate Valves, Resilient Seat: Comply with AWWA C600 and AWWA M44. Install in valve casing with top flush with grade.
   1. Install valves and PVC pipe with restrained, gasketed joints.
B. Aboveground Valves: Install as components of connected piping system.

3.6 SPRINKLER INSTALLATION

A. Install sprinklers after hydrostatic test is completed.
B. Install sprinklers at manufacturer's recommended heights.
C. Locate part-circle sprinklers to maintain a minimum distance of 4 inches from walls and 2 inches from other boundaries unless otherwise indicated.

3.7 DRIP IRRIGATION SPECIALTY INSTALLATION

A. Install drip tubes with integral emitters on ground below mulch and weed barrier fabric.
B. Install application pressure regulators and filter units in control-valve boxes.
C. Install air relief valves in piping, and in control-valve boxes.

3.8 AUTOMATIC IRRIGATION-CONTROL SYSTEM INSTALLATION

A. Equipment Mounting: Install interior controllers on wall.
   1. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
   2. Install anchor bolts to elevations required for proper attachment to supported equipment.
B. Equipment Mounting: Install exterior freestanding controllers on precast concrete bases.
   1. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
   2. Install anchor bolts to elevations required for proper attachment to supported equipment.
C. Install control cable in same trench as irrigation piping and at least 2 inches below piping. Provide conductors of size not smaller than recommended by controller manufacturer. Install cable in separate sleeve under paved areas.

3.9 CONNECTIONS

A. Comply with requirements for piping for water supply from exterior water service piping, water meters, protective enclosures, and backflow preventers. Drawings indicate general arrangement of piping, fitting and special ties.
B. Install piping adjacent to equipment, valves, and devices to allow service and maintenance.
C. Connect wiring between controllers and automatic control valves.

3.10 IDENTIFICATION

A. Equipment Nameplates and Signs: Install engraved plastic-laminate equipment nameplates and signs on each automatic controller.
   1. Text: In addition to identifying unit, distinguish between multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations.
B. Warning Tapes: Arrange for installation of continuous, underground, detectable warning tapes over underground piping during backfilling of trenches.

3.11 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
B. Perform tests and inspections.
   1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
C. Tests and Inspections:
   1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
   2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
   3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
D. Any irrigation product will be considered defective if it does not pass tests and inspections.
E. Prepare test and inspection reports.

3.12 STARTUP SERVICE

A. Perform startup service.
   1. Complete installation and startup checks according to manufacturer's written instructions.
   2. Verify that controllers are installed and connected according to the Contract Documents.
   3. Verify that electrical wiring installation complies with manufacturer's submittal.

3.13 ADJUSTING

A. Adjust settings of controllers.
B. Adjust automatic control valves to provide flow rate at rated operating pressure required for each sprinkler circuit.
C. Adjust sprinklers and devices, except those intended to be mounted aboveground, so they will be flush with, or not more than 1/2-inch above, finish grade.

3.14 CLEANING

A. Flush dirt and debris from piping before installing sprinklers and other devices.

3.15 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain automatic control valves and controllers.

3.16 PIPING SCHEDULE

A. Install components having pressure rating equal to or greater than system operating pressure.
B. Piping in control-valve boxes and aboveground may be joined with flanges or unions instead of joints indicated.
C. Underground irrigation main piping, NPS 4 and smaller, shall be the following:
   1. Schedule 40, PVC pipe and socket fittings, and solvent-cemented joints.
D. Underground irrigation main piping, NPS 5 and larger, shall be the following:
   1. SDR 21, PVC, pressure-rated pipe; Schedule 80, PVC socket fittings; and solvent-cemented joints.
E. Lateral piping, NPS 2 shall be the following:
   1. Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.
F. Lateral piping, NPS 2-1/2 to NPS 4, shall be the following:
   1. Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.
G. Underground Branches and Offsets at Sprinklers and Devices:
   1. Flex Nipples: Plastic assemblies, with offsets for flexible joints, manufactured for this application.

3.17 VALVE SCHEDULE

A. Underground, Shutoff-Duty Valves: Use the following:
   1. NPS 2 and Smaller: PVC Ball Valve.
   2. NPS 3 and Larger: Iron gate valve, resilient seated; iron gate valve casing; and operating wrench(es).

3.18 FINAL ACCEPTANCE

A. When Contractor is satisfied that the system is operating properly, that it is balanced and adjusted, and that all work and clean-up is completed, he shall issue notice of completion to Owner's Representative requesting a final inspection. Owner's Representative will respond to the notice of completion by Contractor and shall appear with Owner for an inspection of the Project. At that time, Contractor shall demonstrate the operation of each system in its entirety. In judging the Work, no allowance for deviation from the original Drawings and Specifications will be made unless prior approval has been obtained.
B. Any inconsistency to the Specifications or the Drawings shall be noted by Owner's Representative and a written copy of required corrections shall be given to Contractor.

3.19 SYSTEM MAINTENANCE AND GUARANTEE

A. Maintenance of the irrigation system shall begin immediately following the installation of the system and shall continue until the entire Project is accepted. Maintenance shall include repairs of defects or damages, adjustments, fine tuning of the system, and repairs of damage resulting from vandalism, erosion, weather, and the like.
B. For a period of one year from Final Acceptance of the system, Contractor shall promptly furnish and install, without cost to Owner, all parts or materials which prove defective in material or workmanship. Damage due to irrigation system line breaks shall be repaired and brought to original condition by Contractor at no expense to Owner.
C. In the fall, at Owner's request, Contractor shall drain the system and otherwise prepare the system for winter. In the spring, at Owner's request, Contractor will reactivate the system, repair any defects or damage, and adjust the system. As these services are performed, Contractor shall instruct Owner.
D. For a period of one year from final acceptance of the system, Contractor shall repair any settlement of trenches by one of the following methods as directed by Owner's Representative:
   1. Bring to grade by top-dressing (raking topsoil into the planting bed).
   2. Bring to grade with topsoil.
   3. Remove existing plant material, fill depression with topsoil, and replace with new plant material to match original plantings.
   4. Repair by any of the above methods shall result in a smooth, level area. Maintenance of repaired areas shall be the responsibility of Owner.

END OF SECTION

SECTION 32 91 15 - SOIL PREPARATION (PERFORMANCE SPECIFICATION)

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes planting soils specified according to performance requirements of the mixes.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 10 00 "Site Clearing" for topsoil stripping and stockpiling.
   3. Section 32 92 00 "Turf and Grasses" for placing planting soil for turf and grasses.
   4. Section 32 93 00 "Plants" for placing planting soil for plantings.

1.2 DEFINITIONS

A. AAPFCO: Association of American Plant Food Control Officials.
B. Backfill: The earth used to replace or the act of replacing earth in an excavation. This can be amended or unamended soil as indicated.
C. CEC: Cation exchange capacity.
D. Compost: The product resulting from the controlled biological decomposition of organic material that has been sanitized through the generation of heat and stabilized to the point that it is beneficial to plant growth.
E. Duff Layer: A surface layer of soil, typical of forested areas, that is composed of mostly decayed leaves, twigs, and detritus.
F. Imported Soil: Soil that is transported to Project Site for use.
G. Layered Soil Assembly: A designed series of planting soils, layered on each other, that together produce an environment for plant growth.
H. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.
I. NAPT: North American Proficiency Testing Program. An SSSA program to assist soil-, plant-, and water-testing laboratories through interlaboratory sample exchanges and statistical evaluation of analytical data.
J. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."
K. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
L. RCRA Metals: Hazardous metals identified by the EPA under the Resource Conservation and Recovery Act.
M. SSSA: Soil Science Society of America.
N. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
O. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
P. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.
Q. USCC: U.S. Composting Council.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project Site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include recommendations for application and use.
   1. Include test data substantiating that products comply with requirements.
   2. Include sieve analyses for aggregate materials.
   3. Material Certificates: For each type of imported soil, soil amendment, and fertilizer before delivery to the site, according to the following:
      a. Manufacturer's qualified testing agency's certified analysis of standard products.
      b. Analysis of fertilizers, by a qualified testing agency, made according to AAPFCO methods for testing and labeling and according to AAPFCO's SUIP #25.
      c. Analysis of nonstandard materials, by a qualified testing agency, made according to SSSA methods, where applicable.

B. Samples: For each bulk-supplied material, 1-quart volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For each testing agency.
B. Preconstruction Test Reports: For preconstruction soil analyses specified in "Preconstruction Testing" Article.
C. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed.
   2. Laboratories: Subject to compliance with requirements, provide testing by one of the following:
      a. A & L Plains Agricultural Laboratories, Lubbock, TX 79408-1590, 806.763.4278.
      b. Texas A&M Soil, Water and Forage Testing Laboratory, College Station, TX 77843-2478, 979.845.4816.
   3. Multiple Laboratories: At Contractor's option, Work may be divided among qualified testing laboratories specializing in physical testing, chemical testing, and fertility testing.

1.7 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction soil analyses on existing, on-site soil, and any imported soil required.
   1. Notify Architect 7 days in advance of the dates and times when laboratory samples will be taken.
B. Preconstruction Soil Analyses: For each unamended soil type, perform testing on soil samples and furnish soil analysis and a written report containing soil-amendment and fertilizer recommendations by a qualified testing agency performing the testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.
   1. Have testing agency identify and label samples and test reports according to sample collection and labeling requirements.

1.8 SOIL-SAMPLING REQUIREMENTS

A. General: Extract soil samples according to requirements in this article.
B. Sample Collection and Labeling: Have samples taken and labeled by Contractor in presence of Architect or state-certified, -licensed, or -registered soil scientist under the direction of the testing agency.
   1. Number and Location of Samples: Minimum of three representative soil samples from varied locations for each soil to be used or amended for landscaping purposes.
   2. Procedures and Depth of Samples: According to USDA-NRCS's "Field Book for Describing and Sampling Soils."
   3. Division of Samples: Split each sample into 2 equal parts. Send 1/2 to the testing agency and 1/2 to the Owner for their records.
   4. Labeling: Label each sample with the date, location keyed to a Site Plan or other location system, visible soil condition, and sampling depth.

1.9 TESTING REQUIREMENTS

A. General: Perform tests on soil samples according to requirements in this article.
B. Physical Testing:
   1. Soil Texture: Soil-particle, size-distribution analysis by one of the following methods according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods":
      a. Sieving Method: Report sand-gradation percentages for very coarse, coarse, medium, fine, and very fine sand; and fragment-gradation (gravel) percentages for fine, medium, and coarse fragments; according to USDA sand and fragment sizes.
      b. Hydrometer Method: Report percentages of sand, silt, and clay.
   2. Bulk Density: Analysis according to core method of SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
   3. Total Porosity: Calculate using particle density and bulk density according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
   4. Water Retention: According to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
   5. Saturated Hydraulic Conductivity: According to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods"; at 85 percent compaction according to ASTM D 698 (Standard Proctor).

C. Chemical Testing:
   1. CEC: Analysis by sodium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."
   2. Clay Mineralogy: Analysis and estimated percentage of expandable clay minerals using CEC by ammonium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
   3. Metals Hazardous to Human Health: Test for presence and quantities of RCRA metals including aluminum, arsenic, barium, copper, cadmium, chromium, cobalt, lead, lithium, and vanadium. If RCRA metals are present, include recommendations for corrective action.
   4. Phytotoxicity: Test for plant-available concentrations of phytotoxic minerals including aluminum, arsenic, barium, cadmium, chlorides, chromium, cobalt, copper, lead, lithium, mercury, nickel, selenium, silver, sodium, strontium, tin, titanium, vanadium, and zinc.

D. Fertility Testing: Soil fertility analysis according to standard laboratory protocol of SSSA NAPT SERA-6, including the following:
   1. Percentage of organic matter.
   2. CEC, calcium percent of CEC, and magnesium percent of CEC.
   3. Soil reaction (acidity/alkalinity pH value).
   4. Buffered acidity or alkalinity.
   5. Nitrogen parts per million.
   6. Phosphorous parts per million.
   7. Potassium parts per million.
   8. Manganese parts per million.
   9. Manganese-availability parts per million.
   10. Zinc parts per million.
   11. Zinc availability parts per million.
   12. Copper parts per million.
   13. Sodium parts per million and sodium absorption ratio.
   14. Soluble-salts parts per million.
   15. Presence and quantities of problem materials including salts and metals cited in the Standard protocol. If such problem materials are present, provide additional recommendations for corrective action.
   16. Other deleterious materials, including their characteristics and content of each.

E. Organic-Matter Content: Analysis using loss-by-ignition method according to SSSA's "Methods of Soil Analysis - Part 3-Chemical Methods."

F. Recommendations: Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated to produce satisfactory planting soil suitable for healthy, viable plants indicated. Include, at a minimum, recommendations for nitrogen, phosphorous, and potassium fertilization, and for micronutrients.
   1. Fertilizers and Soil Amendment Rates: State recommendations in weight per 1,000 square feet for 6-inch depth of soil.
   2. Soil Reaction: State the recommended liming rates for raising pH or sulfur for lowering pH according to the buffered acidity or buffered alkalinity in weight per 1,000 square feet for 6-inch depth of soil.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and federal laws if applicable.

B. Bulk Materials:
   1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
   2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
   3. Do not move or handle materials when they are wet or frozen.
   4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

PART 2 - PRODUCTS

2.1 PLANTING SOILS SPECIFIED ACCORDING TO PERFORMANCE REQUIREMENTS

A. Planting-Soil Type (Existing Topsoil on Site Harvested and Stockpiled during Site Clearing/Grading Operations): Existing, on-site surface soil, with the duff layer, if any, retained; and stockpiled on-site; modified to produce viable planting soil. Using preconstruction soil analyses and materials specified in other articles of this Section, amend existing, on-site surface soil to become planting soil complying with the following requirements:
   1. Soil Reaction: pH of 6 to 7.
   2. Soluble-Salt Content: 5 to 10 dS/m measured by electrical conductivity.

2.2 INORGANIC SOIL AMENDMENTS

A. Lime: ASTM C602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
   1. Class: T, with a minimum of 99 percent passing through a No. 8 sieve and a minimum of 75 percent passing through a No. 60 sieve.
   2. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through a No. 60 sieve.
   3. Form: Provide lime in form of ground dolomitic limestone or calcitic limestone.

B. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent elemental sulfur, with a minimum of 99 percent passing through a No. 6 sieve and a maximum of 10 percent passing through a No. 40 sieve.

C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.

D. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through a No. 50 sieve.

E. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C33.

2.3 ORGANIC SOIL AMENDMENTS

A. Compost: Well-composted, stable, and weed-free organic matter produced by composting feedstock, and bearing USCC's "Seal of Testing Assurance," and as follows:
   1. Feedstock: Cotton burrs.
   2. Reaction: pH of 5.5 to 8.

3. Soluble-Salt Concentration: Less than 4 dS/m.
4. Moisture Content: 35 to 55 percent by weight.
5. Organic-Matter Content: 50 to 60 percent of dry weight.
6. Particle Size: Minimum of 98 percent passing through a 1/2-inch sieve.

B. Wood Derivatives: Shredded and composted, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.
1. Partially Decomposed Wood Derivatives: In lieu of shredded and composted wood derivatives, mix shredded and partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 pounds per cubic feet of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 pounds per cubic feet of loose sawdust or ground bark.

C. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, debris, and material harmful to plant growth.

2.4 FERTILIZERS

A. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
B. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.

C. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water- insoluble nitrogen, phosphorus, and potassium in the following composition:
1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.

D. Chelated Iron: Commercial-grade FeEDDHA for dicots and woody plants, and commercial-grade FeDTPA for ornamental grasses and monocots.

PART 3 - EXECUTION

3.1 GENERAL

A. Place planting soil and fertilizers according to requirements in other Specification Sections.
B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.
C. Proceed with placement only after unsatisfactory conditions have been corrected.

3.2 PREPARATION OF UNAMENDED, ON-SITE SOIL BEFORE AMENDING

A. Excavation: Excavate soil from designated area(s) to a depth of 6 inches and stockpile until amended.
B. Unacceptable Materials: Clean soil of concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
C. Unsuitable Materials: Clean soil to contain a combined maximum of 8 percent by dry weight of stones, roots, plants, sod, clay lumps, and pockets of coarse sand.

3.3 PLACING AND MIXING PLANTING SOIL OVER EXPOSED SUBGRADE

A. General: Apply and mix unamended soil with amendments on-site to produce the required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
B. Subgrade Preparation: Till subgrade to a minimum depth of 4 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
C. Mixing: Spread unamended soil to a total depth of 6 inches, but not less than required to meet finish grades after mixing with amendments and natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.
    1. Amendments: Apply soil amendments and fertilizer, if required, evenly on surface, and thoroughly blend them with unamended soil to produce planting soil.
        a. Mix lime and sulfur with dry soil before mixing fertilizer.
        b. Mix fertilizer with planting soil no more than seven days before planting.
    2. Lifts: Apply and mix unamended soil and amendments in lifts not exceeding 8 inches in loose depth for material compacted by compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
D. Compaction: Compact each blended lift of planting soil to 82 percent of maximum standard proctor density according to ASTM D698 except where a different compaction value is indicated on Drawings.
E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.4 BLENDING PLANTING SOIL IN PLACE

A. General: Mix amendments with in-place, unamended soil to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
B. Preparation: Till unamended, existing soil in planting areas to a minimum depth of 4 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
C. Mixing: Apply soil amendments and fertilizer, if required, evenly on surface, and thoroughly blend them into full depth of unamended, in-place soil to produce planting soil.
    1. Mix lime and sulfur with dry soil before mixing fertilizer.
    2. Mix fertilizer with planting soil no more than seven days before planting.
D. Compaction: Compact blended planting soil to 82 percent of maximum Standard Proctor density according to ASTM D698 except where a different compaction value is indicated on Drawings.
E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
B. Perform the following tests:
    1. Compaction: Test planting-soil compaction after placing each lift and at completion using a densitometer or soil-compaction meter calibrated to a reference test value based on laboratory testing according to ASTM D698. Space tests at no less than one for each 10,000 square feet of in-place soil or part thereof.

2. Performance Testing: For each amended planting-soil type, demonstrating compliance with specified performance requirements. Perform testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.
3. Testing shall include the following as a minimum: pH, NO3-N, P, K, Ca, Mg, Na, S, conductivity, and organic matter analysis.

C. Soil will be considered defective if it does not meet or exceed fertility levels recommended in preconstruction test reports.
D. Prepare test and inspection reports.
E. Label each sample and test report with the date, location keyed to a Site Plan or other location system, visible conditions when and where sample was taken, and sampling depth.

3.6 PROTECTION

A. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Vehicle traffic.
4. Foot traffic.
5. Erection of sheds or structures.
6. Impoundment of water.
7. Excavation or other digging unless otherwise indicated.

B. If planting soil or subgrade is over compacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by A/E and replace contaminated planting soil with new planting soil.

3.7 CLEANING

A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.
B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.
1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

END OF SECTION

SECTION 32 93 00 - PLANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Plants.
   2. Tree stabilization.
   3. Landscape edgings.

B. Related Requirements:
   4. Division 01 Specification Sections apply to Work of this Section.
   5. Section 32 92 00 "Turf and Grasses" for turf (lawn).

1.2 DEFINITIONS

A. Backfill: The earth used to replace or the act of replacing earth in an excavation.

B. Balled and Bur lapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with a ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.

C. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.

D. Finish Grade: Elevation of finished surface of planting soil.

E. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.

F. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

G. Planting Area: Areas to be planted.

H. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 32 91 13 "Soil Preparation" for drawing designations for planting soils.

I. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.

J. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots. The area of transition between the root system and the stem or trunk.
K. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.
L. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.3 COORDINATION

A. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.
   1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
   2. Plant Photographs: Include color photographs in digital format of each required species and size of plant material as it will be furnished to Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Include a scale rod or other measuring device in each photograph. For species where more than 20 plants are required, include a minimum of 3 photographs showing the average plant, the best quality plant, and the worst quality plant to be furnished. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.
B. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in the successful establishment of plants.
   1. Experience: Three years' experience in landscape installation in addition to requirements in Section 01 40 00 "Quality Requirements."
   2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
   3. Pesticide Applicator: State licensed, commercial.

B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.
C. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.
   1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure the main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.
   2. Other Plants: Measure with stems, petioles, and foliage in their normal position.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.
B. Bulk Materials:
   1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
   2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
   3. Accompany each delivery of bulk materials with appropriate certificates.
C. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind trees or shrubs in such a manner that it destroys their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
D. Handle planting stock by root ball.
E. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.
F. Deliver plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
   1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
   2. Do not remove container-grown stock from containers before time of planting.
   3. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.9 FIELD CONDITIONS

A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.
B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

1.10 WARRANTY

A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
      b. Structural failures including plantings falling or blowing over.
      c. Faulty performance of tree stabilization and edgings.
      d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
   2. Warranty Periods: From date of Substantial Completion.
      a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
      b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.
      c. Annuals: Two months.
   3. Include the following remedial actions as a minimum:
      a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
      b. Replace plants that are more than 25 percent dead or in unhealthy condition at end of warranty period.
      c. A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.
      d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
   1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4-inch in diameter; or with stem girdling roots are unacceptable.
   2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.

B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.

C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flares shall be visible before planting.

D. Labeling: Label at least one plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant.
E. If formal arrangements or consecutive order of plants is indicated on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

2.2 FERTILIZERS

A. Planting Tablets: Tightly compressed chip-type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.
   1. Size: 10-gram tablets.
   2. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.

2.3 MULCHES

A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
   1. Type: Shredded hardwood.
   2. Size Range: 3 inches maximum, 1/2-inch minimum.
   3. Color: Natural.
B. Mineral Mulch: Hard, durable stone, washed free of loam, sand, clay, and other foreign substances, of the following type, size range, and color:
   1. Type: Rounded riverbed gravel or smooth-faced stone.
   2. Size Range: 1-1/2 inches maximum, 3/4-inch minimum.
   3. Color: Uniform tan-beige color range acceptable to Architect.

2.4 WEED-CONTROL BARRIERS

A. Nonwoven Geotextile Filter Fabric: Polypropylene or polyester fabric, 3 oz./sq. yd. minimum, composed of fibers formed into a stable network so that fibers retain their relative position. Fabric shall be inert to biological degradation and resist naturally encountered chemicals, alkalis, and acids.

2.5 PESTICIDES

A. General: Pesticide registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

2.6 TREE-STABILIZATION MATERIALS

A. Root-Ball Stabilization Materials:
1. Proprietary Root-Ball Stabilization Devices: Proprietary at- or below-grade stabilization systems to secure each new planting by root ball and that do not encircle the trunk; sized according to manufacturer's written recommendations unless otherwise indicated.
a. Products: Subject to compliance with requirements, provide one of the following:
1) Tree Stake Solutions; Root Anchor.

2.7 LANDSCAPE EDGINGS

A. Steel Edging: Standard commercial-steel edging, fabricated in sections of standard lengths, with loops stamped from or welded to face of sections to receive stakes.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
a. Russell, J. D. Company (The).
b. Sure-loc Edging Corporation.
2. Edging Size: 1/4-inch thick by 5 inches deep.
3. Stakes: Tapered steel, a minimum of 12 inches long.
4. Accessories: Standard tapered ends, corners, and splicers.
5. Finish: Manufacturer's standard paint.
a. Paint Color: Black.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive plants, with installer present, for compliance with requirements and conditions affecting installation and performance of the Work.
1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable or which is dusty.
B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.
C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Architect's acceptance of layout before excavating or planting. Make minor adjustments as required.
D. Lay out plants at locations directed by Architect. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

3.3 PLANTING AREA ESTABLISHMENT

A. General: Prepare planting area for soil placement and mix planting soil according to Section 32 91 13 "Soil Preparation."
B. Placing Planting Soil: Place manufactured planting soil over exposed subgrade.
C. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 EXCAVATION FOR TREES AND SHRUBS

A. Planting Pits and Trenches: Excavate circular planting pits.
    1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
    2. Excavate approximately three times as wide as ball diameter for balled and burlapped and container-grown stock.
    3. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
    4. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
    5. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
    6. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
    7. Maintain supervision of excavations during working hours.
    8. Keep excavations covered or otherwise protected after working hours.
    9. If drain tile is indicated on Drawings or required under planting areas, excavate to top of porous backfill over tile.
B. Backfill Soil: Subsoil and topsoil removed from excavations may be used as backfill soil unless otherwise indicated.
C. Obstructions: Notify Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
    1. Hardpan Layer: Drill 6-inch- diameter holes, 24 inches apart, into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.

D. Drainage: Notify Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.
E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.5 TREE, SHRUB, AND VINE PLANTING

A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
C. Balled and Burlapped Stock: Set each plant plumb in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
    1. Backfill: Planting soil - Manufactured Planting Bed Mix. For trees, use excavated soil for backfill.
    2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
    3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
    4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
        a. Quantity: Two per plant.
    5. Continue backfilling process. Water again after placing and tamping final layer of soil.
F. Container-Grown Stock: Set each plant plumb in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
    1. Backfill: Planting soil - Manufactured Planting Bed Mix. For trees, use excavated soil for backfill.
    2. Carefully remove root ball from container without damaging root ball or plant.
    3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
    4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
        a. Tablet Quantity: 2 per plant.
    5. Continue backfilling process. Water again after placing and tamping final layer of soil.
G. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 MECHANIZED TREE-SPADE PLANTING

A. Trees may be planted with an approved mechanized tree spade at the designated locations. Do not use tree spade to move trees larger than the maximum size allowed for a similar field-grown, balled-and bur lapped root-ball diameter according to ANSI Z60.1, or larger than manufacturer's maximum size recommendation for the tree spade being used, whichever is smaller.
B. Use the same tree spade to excavate the planting hole as will be used to extract and transport the tree.
C. When extracting the tree, center the trunk within the tree spade and move tree with a solid ball of earth.
D. Cut exposed roots cleanly during transplanting operations.
E. Plant trees following procedures in "Tree, Shrub, and Vine Planting" Article.
F. Where possible, orient the tree in the same direction as in its original location.

3.7 TREE, SHRUB, AND VINE PRUNING

A. Remove only dead, dying, or broken branches. Do not prune for shape.
B. Do not apply pruning paint to wounds.

3.8 TREE STABILIZATION

A. Root-Ball Stabilization: Install at- or below-grade stabilization system to secure each new planting by the root ball unless otherwise indicated.
    1. Proprietary Root-Ball Stabilization Device: Install root-ball stabilization system sized and positioned as recommended by manufacturer unless otherwise indicated and according to manufacturer's written instructions.

3.9 GROUND COVER AND PLANT PLANTING

A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated on Drawingsin even rows with triangular spacing.
B. Use planting soil - Manufactured Planting Bed Mixfor backfill.
C. Dig holes large enough to allow spreading of roots.
D. For rooted cutting plants supplied in flats, plant each in a manner that minimally disturbs the root system but to a depth not less than two nodes.
E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.10 PLANTING AREA MULCHING

A. Install weed-control barriers before mulching according to manufacturer's written instructions. Completely cover area to be mulched, overlapping edges a minimum of 12 inches and secure seams with galvanized pins.
B. Mulch backfilled surfaces of planting areas and other areas indicated.
    2. Trees and Treelike Shrubs in Turf Areas: Apply mineral mulch ring of 3-inch average thickness, with 36-inch radius around trunks or stems. Do not place mulch within 3 inches of trunks or stems.

3. Organic Mulch in Planting Areas: Apply 3-inch average thickness of organic mulch over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.
4. Mineral Mulch in Planting Areas: Apply 3-inch average thickness of mineral mulch over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.

3.11 EDGING INSTALLATION

A. Steel Edging: Install steel edging where indicated according to manufacturer's written instructions. Anchor with steel stakes spaced approximately 30 inches apart, driven below top elevation of edging.
B. Mow-Strip Installation:
5. Excavate for mow strip.
6. Compact subgrade uniformly beneath mow strip.
7. Apply nonselective, pre-emergent herbicide that inhibits growth of grass and weeds.
8. Install steel edging, delineating the edge of mow strip.
9. Install weed-control barrier before mulching, covering area of mow strip, and overlapping and pinning edges of barrier at least 6 inches and according to manufacturer's written instructions.
10. Place indicated thickness of organic mulch, fully covering weed barrier.
11. Rake mulch to a uniform surface level with adjacent finish grades.

3.12 PLANT MAINTENANCE

A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.
B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.13 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
B. Pre-Emergent Herbicides (Selective and Nonselective): Apply to tree, shrub, and ground-cover areas according to manufacturer's written recommendations. Do not apply to seeded areas.
C. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already germinated weeds and according to manufacturer's written recommendations.

3.14 REPAIR AND REPLACEMENT

A. General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Architect.
   1. Submit details of proposed pruning and repairs.
   2. Perform repairs of damaged trunks, branches, and roots within 24 hours, if approved.
   3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.

B. Remove and replace trees that are more than 25 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.
   1. Provide new trees of same size as those being replaced for each tree of 4 inches or smaller in caliper size.
   2. Provide one new tree(s) of 6-inch caliper size for each tree being replaced that measures more than 4 inches in caliper size.
   3. Species of Replacement Trees: Species selected by Architect.

3.15 CLEANING AND PROTECTION

A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

D. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

END OF SECTION

SECTION 33 10 00 - WATER UTILITIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Pipe and fittings for site water line including domestic water line and fire protection water lines from 5-foot outside the building to public water mains.
   2. Valves and fire hydrants.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 23 33 “Trenching and Backfilling.”
   3. Section 33 13 00 “Disinfecting Water Utility Distribution.”

1.2 REFERENCES

A. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
B. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
C. ASTM B88 - Seamless Copper Water Tube.
D. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. Rammer and 18-inch Drop.
E. ASTM D1785 - Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
F. ASTM D2241 - Poly (Vinyl Chloride) (PVC) Plastic Pipe (SDR-PR).
G. ASTM D2466 - Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
H. ASTM D2855 - Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and fittings.
I. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
J. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.
K. ASTM D3139 - Joints for Plastic Pressure Pipes using Flexible Elastomeric Seals.
L. ASTM D3035 - Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Controlled Outside Diameter.
M. AWS A5.8 - Brazing Filler Metal.
N. AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
O. AWWA C105 - Polyethylene Encasement for Ductile Iron Piping for Water and Other liquids.
P. AWWA C111- Rubber-Gasket Joints for Ductile Iron and Grey-Iron Pressure Pipe and Fittings.
Q. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids.
R. AWWA C500 - Gate Valves, 3 through 48 in NPS, for Water and Sewage Systems.
S. AWWA C502 - Dry Barrel Fire Hydrants.
T. AWWA C504 - Rubber Seated Butterfly Valves.
U. AWWA C508 - Swing-Check Valves for Waterworks Service, 2 in through 24 in NPS.
V. AWWA C509 - Resilient Seated Gate Valves 3 in through 12 in NPS, for Water and Sewage Systems.
W. AWWA C600 - Installation of Ductile-Iron Water Mains and Appurtenances.
X. AWWA C606 - Grooved and Shouldered Type Joints.
Y. AWWA C900 - Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4 inch through 12 inch, for Water.

Z. AWWA C901 - Polyethylene (PE) Pressure Pipe, Tubing, and Fittings, 2-inch through 3- inch, for Water.
AA. UL 246 - Hydrants for Fire - Protection Service.

1.3 SUBMITTALS FOR REVIEW

A. Provide Product data on pipe materials, pipe fittings, valves and accessories.

1.4 SUBMITTALS AT PROJECT CLOSEOUT

A. Record actual locations of piping mains, valves, connections, and invert elevations.
B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.5 QUALITY ASSURANCE

A. Perform Work per standards of local municipality for public items in right-of-way.
B. Valves: Manufacturer name and pressure rating marked on valve body.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle products to site to prevent damage.
B. Deliver and store valves in shipping containers with labeling in place.

PART 2 - PRODUCTS

2.1 PIPE MATERIALS

A. Contractor shall verify with local municipality regarding allowed fire line material types. Types and classes of pipe used at various locations shall be as scheduled on Proposal and Drawings as specified below:

Pipe Size	Type Pipe
1- to 2-inch diameter	Seamless Tube Type K Copper, ASTM B88 or Polyethylene Plastic Tubing, ASTM D2737, 160 psi
4- to 12-inch	PVC Pipe, AWWA C-900, or Ductile Iron Pipe, Diameter Pressure Rating 150 psi
16-inch diameter	Ductile Iron Pipe, Pressure Rating 150 psi

B. Pipe shall be best quality in materials and workmanship. All pipes are subjected to thorough inspection at job site before placing them in trench. Reject any piece found defective and remove from project.
C. Ductile Iron Pipe
1. All ductile iron pipe shall be new, and U.S. manufactured per current AWWA C 151.
2. Pipe shall be designed for a minimum of 150 pounds per square inch (psi) working pressure. Thickness of ductile iron pipe shall be designed per AWWA C 150, based on 150 psi, working pressure for 10 feet of cover, and laying condition Type 2.
3. Standard bell and spigot, mechanical joint (Type III), or boltless single gasketed joint pipe like "Bell-Tite," "Fastite," "Tyton," or approved equal, may be used for the line and other specific locations as approved by Engineer. Flange joints where noted shall be 150 psi rated.
4. Ductile iron pipe shall be asphalt-coated outside and cement-lined and seal-coated inside per AWWA C 104 (ANSI A21.4). Lining shall be standard cement lining.

D. PVC Pipe
1. PVC pipe shall conform to AWWA C900 requirements pressure pipe, 4 - 12 inch for water distribution pressure class 150, DR18. PVC pipe shall be rubber-gasketed push-on joint type and meet requirements of ASTM D1784 and D2241.
2. All PVC pipe shall be approved by National Sanitation Foundation Testing Laboratories, or other accredited laboratories for use in transportation of potable water and bear the National Sanitation Foundation Testing Laboratories (NSF) seal of approval.
3. When non-metallic pipelines are installed, furnish and lay, above pipeline, a continuous strip of metallic identification tape.
4. Tape Material:
a. Metallic identification tape shall be at least 2 inches wide and corrosive-resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to 24 inches below normal ground level.
b. Metallic tape shall be painted blue on one side and with 1-inch-high letters painted continuously on same side of tape reading, “CAUTION: BURIED WATER LINE BELOW” or other words to this effect.
c. Marking tape shall be “detectable warning tape” as manufactured by Omega Marking Company, or equal approved by Engineer.

E. Schedule 40 and 80 PVC Pipe
1. Schedule 40 and 80 PVC Pipe shall be manufactured per latest edition of ASTM D2241, D1785, and conform to NSF standard #14 and ANSI/NSF Standard 61, using a PVC compound with minimum cell classification 12454B as defined by ASTM D1784. Bell ends shall conform to ASTM D2672, Joints for PVC Pipe using Solvent Cements, when installed per ASTM D2855.

2.2 PIPE FITTINGS

A. General:
1. Pipe fittings shall be ductile iron of type and design especially suitable for use with piping installed. Fittings for PVC pipe shall also be ductile iron. Pressure rating of fittings shall not be less than pipe.
2. All mechanical joint fittings shall be ductile iron with retainer gland. Fittings shall be produced per ANSI/AWWA C153/A21.53, C111/A21.11, and be cement lined and seal coated per C104/A21.14. Retaining gland set screws shall be square heads with Type C knurled cup points manufactured of 4140 grade alloy steel and heat treated to Rockwell “C” 45/53 core hardness.
3. All flanged fittings shall be faced and drilled per standard drilling for ANSI B16.1, Class 125 flanges. Bolts for flanged joints shall be length and diameter required by ANSI. Bolts and nuts shall be best quality mild steel and provided with hexagonal heads. Suitable 1/8-inch-thick rubber ring gaskets provided for all flanged joints.

B. Ductile Iron Pipe Fittings:
1. Fittings shall be ductile iron and conform to AWWA C 110. Flanged fittings shall be used for fire hydrant valve leads or where indicated on plans. All other fittings shall be ductile iron mechanical joint or push-on joint unless otherwise shown on Drawings. All fittings shall have a pressure rating equal to pipe used but not less than 250 psi.
2. Unless otherwise indicated, all ductile iron fittings shall have an external bituminous coating and cement-lined per specifications for coating and lining pipe.

3. All ductile iron fittings shall be cast from same quality of metal used in casting ductile iron pipe and subjected to same test requirements. Marking and weighing shall be as required for ductile iron pipe.
4. Where flanged fittings are used, flanges shall be same material as fitting. Where bell or mechanical joint fittings used, bells shall be cast integrally with fitting. Screwed-on bells will not be acceptable.

C. Schedule 40 and 80 Fittings shall conform to ASTM D2467, D1784, NSF Standard 61/41 Plastic Fittings for potable water. PVC material shall meet/exceed cell classification 12454, as manufactured by Spears Manufacturing Company or approved equal.

2.3 PIPE JOINTS

A. Push-on Joints shall be as specified in AWWA Standard C 111.
B. Mechanical Joints shall be as specified in AWWA Standard C 111.
C. Flanged Joints shall meet AWWA C110 requirements and be faced and drilled per ANSI B16.1. Bolts shall be length and diameter required by ANSI Specification for Class 125 flanges. Bolts and nuts shall be best quality mild steel and provided with hexagonal heads, except where other types of bolts specified. Use suitable gaskets in all flanged joints.
D. Miscellaneous Joints shall be made as specified or as recommended by manufacturer. All joints shall be made using materials and methods required to produce joints to function satisfactorily under various conditions encountered.

2.4 VALVES

A. Valves 12 inches and smaller shall be gate valves. Valves 14 inches and larger shall be butterfly valves, unless otherwise noted on plans or specified herein. All valves shall be designed for a working pressure at least 150 psi.
B. Gate Valves:
1. All gate valves shall be resilient seat, iron body, bronze mounted throughout and meet all AWWA C 509 requirements. Valves shall be type of joint used in piping. All valves shall open by turning left, and unless otherwise specified, have non-rising stem and furnished with a 2-inch operating nut when valves are outside buildings, furnished with hand wheels when inside buildings or valve vault. Gate valves furnished with O-ring stem packing.
2. All gate valves shall be designed to withstand a 150-psi working pressure. All valves shall be Mueller Company A-2370 or approved equal.
3. Valves required in lines smaller than 3 inches in diameter shall be 150-psi water pressure, heavy duty, brass or bronze gate valves, double disc, or wedge type, Crane, Walworth, or approved equal. Valves in copper lines shall have solder-joint ends.
4. All interior cast iron surfaces shall be epoxy coated per appropriate Articles herein.

C. Tapping Sleeves and Valves:
1. Tapping sleeves shall be designed for a 150-psi working pressure and mechanical joint, or as required to make connection. Tapping sleeves shall be Mueller, ductile iron, with duck-tipped gaskets, or approved equal.
2. All interior cast iron surfaces shall be epoxy coated per appropriate Articles herein.
3. Tapping valves shall be resilient seat Mueller mechanical joint valves designed for a working pressure of 150 psi or approved equal.

D. Valve Boxes and Extension Stems:
   1. Extension stems furnished on buried valves where top of operating nut is more than 36 inches below finished grade. Top of extension stem shall not be more than 9 inches below top of valve box.
   2. Buried valves provided with cast iron valve boxes. Boxes shall be designed to fit over a section of 6-inch C900 PVC riser pipe used as an extension from top of valve to within 8 inches of ground surface. Box shall have a heavy, cast-iron cover. Box shall have a flange-type base with base approximately 4 inches larger in diameter than outside diameter of barrel of box. Necessary length of 6-inch C900 PVC riser pipe required for extension shall be considered as a part of box.

E. Internal Epoxy Coating for Valves:
   1. All interior wetted ferrous surfaces of all types of valves will be coated with an epoxy. Coating shall be a two-part, thermal-setting epoxy protective coating and function as a physical, chemical, and electrical barrier between base metal applied and surroundings. Coating shall be nontoxic and not impart taste of water. Coating must be formulated from material deemed acceptable by the Food and Drug Administration document title 21 of Federal Regulations on food additives, Section 121.2514, Resin and Polymeric Coatings. Coating shall have a satin finish, suitable for field overcoating, and touch-up with same coating material without sanding or special surface preparation or application of heat more than room temperature. Coating shall have a successful record of performance in valves, pipe, or other allied equipment for minimum two years. Coating adhesion to substrate shall exceed cohesion of coating film as demonstrated by the following test:
      a. Prepare test panel and apply coating per manufacturer recommendation.
      b. After sample properly cures per manufacturer recommendation, scribe an "X" through coating to metal substrate using a sharp knife or scalpel.
      c. At juncture of two scribes, use knife point to attempt to lift off coating. Coating should not lift off substrate or between coats readily but break up leaving coating material on substrate of damaged area.
      d. No disbondment of film shall be noted as tested after immersion in tap water for 1,500 hours at 100 degrees F.
   2. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25.30 liters per mil. As an alternative, a Taber Abrader Test should find 3.5-3.7 milligrams of coating loss per 100 cycles when using a CSFS #10 wheel (1,000-gram weight).

2.5 FLEXIBLE COUPLINGS AND FLANGED COUPLING ADAPTERS

A. Provide flanged coupling adapters and flexible couplings at locations shown on drawings and other locations required for installation of piping system. Flanged coupling adapters shall be provided with anchoring studs. Use epoxy-coated steel construction for couplings larger than 12 inches. Couplings smaller than 12 inches shall be cast iron.

2.6 FIRE HYDRANTS

A. Fire hydrants shall conform to AWWA C-502 requirements dry-barrel type. Fire hydrants shall be designed for a bury length of 5-feet; however, length may vary according to field conditions and Contractor is required to add extensions to position top of flange at elevation noted on plans or as directed by Engineer. Extensions considered incidental to fire hydrant installation and no direct payment given.

B. Hydrants shall have a 5 1/4-inch valve opening, two 2 1/2-inch hose nozzles and one 4 1/2-inch pumper nozzle. Use a swivel flange to face hydrant nozzles in any position.
C. Hose threads shall be National Standard Threads.
D. Hydrants shall be sized for 6-inch mains and have an inlet connection compatible with type pipe used. All gaskets, nuts, bolts, and other jointing materials considered part of fire hydrant installation.
E. Operating nut shall be standard 1 1/2-inch pentagon opening counterclockwise. Hydrant shall close with pressure.
F. Hydrants shall be painted according to the standards of local municipality.
G. Fire hydrants shall be located where shown on plans, exact location of hydrant established by Engineer. All hydrants shall be set plumb to grade as established by Engineer and have nozzles parallel with and/or at right angles to curb, with pumper nozzle facing curb per detail shown on plans.
H. Hydrants shall be supported so as not to cause a strain on fire hydrant lead or branch. Bowl of hydrant shall be well braced against unexcavated earth at end of trench with concrete backing. Concrete backing shall be so placed to not interfere with hydrant drains so joints or flanges are accessible.
I. Each hydrant shall be connected to main with 6-inch PVC branch controlled by independent 6-inch resilient seat gate valve. Each hydrant shall be set upon a stone or concrete slab not less than 4 inches thick nor less than 1 square foot of surface area. Where solid rock exists in bottom of trench and same is excavated to proper depth to form a foundation for hydrant, slab of stone or concrete may be omitted.
J. There shall be placed round base of hydrant no less than 7 cubic feet of sound broken stone, clean gravel, or other suitable material to provide reservoir capacity so hydrant will completely drain when closed. Gravel or broken stone shall reach from bottom of trench to at least 6 inches above waste opening in hydrant. Contractor shall operate each hydrant to prove to inspector drain hole is not plugged with concrete or other material.
K. Hydrants shall have a breakable safety flange, located approximately 2 inches above ground, and breakable stem coupling and barrel which breaks cleanly upon impact. Main valve shall also remain closed without loss of water.
L. Hydrants shall be AWWA approved type hydrants, Mueller Centurion Hydrants or approved equal, with self-oiling reservoirs, and internally epoxy coated as described in Article 2.4.E.

PART 3 - EXECUTION

3.1 WATER SERVICE CONNECTIONS

A. This specification covers requirements of installing services on public right-of-way from main line to meter box.
B. Service Taps: Tapping saddles shall be Smith-Blair Taper Seal Style 313 or DMD Dresser Style 194 or approved equal. Service taps on PVC water lines shall be made using hinge type or double strap saddles. Tapping saddles shall support full circumference of pipe and have a bearing area of sufficient width along pipe axis to prevent pipe distortion when saddle is tightened.
C. Polyethylene Plastic Tubing: Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D2737 with a 160-psi rating unless otherwise noted on plans. Service line shall be pipe from water distribution line to water meter. Pipe shall be sized to match nominal water meter size.
D. Copper Tubing: Service lines may be constructed with seamless copper water tube ASTM B88, Type K, of sizes required.

E. Meter Boxes, Meter Stop, and Corporation Stop: Meter boxes shall be corrugated metal pipe with locking cast iron lids as specified on plans. Meter stops, corporation stops, and service clamps for service connections of various sizes shall be as specified on plans. Corporation and meter stops shall be compatible with pipe material furnished.

3.2 EXCAVATION, TRENCHING, AND BACKFILLING

A. Trench shall be excavated to lines and grades as established by Engineer and as shown on plans. Depth of cover for all pipelines where grades and elevations not shown on Plans, shall be 42 inches. Amount of cover may vary over or under 42 inches as directed by Engineer.
B. Minimum width of trench shall be outside diameter of pipe plus 12 inches. Maximum width shall be outside diameter of pipe plus 18 inches. Maintain trenching equipment on a sufficiently level roadbed to provide substantially vertical trench walls. Maximum horizontal offset of trench wall from bottom of trench to top of trench (undercutting), shall be 4 inches.
C. Excavate trench to an even grade so bottom of pipe will rest on bottom of trench throughout entire length of pipe. To obtain a true even grade, fine grade trench by hand. On lines laid to established grades, set batter boards 50-foot intervals and grade trench to established grade.
D. Correct any part of trench excavated below grade by filling with approved material and thorough compacting.
E. If large rock, rock fragments, or other unyielding material is encountered in bottom of trench, removed to 3 inches below grade, refill with selected material, and thoroughly compact.
F. Dig bell holes of ample dimensions at each joint to permit jointing of pipe properly and sufficient depth to prevent bell of pipe from resting on undisturbed materials.
G. Where necessary to prevent caving, adequately brace and sheet trench.
H. In all trench excavation where depth of excavation is 5 feet or more, shore, sheet, or brace trench wall per OSHA requirements.
I. Use trench digging machinery to make trench excavations except where operation would cause damage to trees, buildings, or other existing structures above or below ground. Employ hand methods in such instances.
J. Pile all excavated material that will not endanger work or existing structures and will cause least amount of obstructions to walks and driveways.
K. No classification of excavated materials. “Excavation” includes all materials encountered in excavating trenches or structural excavations.
L. Take all necessary precautions for protecting paved areas from damage by trenching and backfilling equipment. Repair any damage done to any paved area outside of area set forth in plans because of construction work at Contractor expense.
M. Where lines are located behind curbs, take special precautions to protect trees and shrubs. Exercise precaution to minimize damage to lawns. Where lines cross under curbs or gutters, tunneling will be required.
N. As soon as practicable after laying and jointing pipe, bedding completion, and structure completion, backfill trench per trench backfill detail in plans and coordinate with Section 31 23 33 “Trenching and Backfilling.”
O. Metallic Tape:
    1. Backfill over non-metallic pipelines to depth less than 24 inches but no more than 12 inches from top of cut of ditch section pipeline is laid. Stop backfilling material at a generally uniform level. Accomplish all machine tamping, jetting, and other compaction activities up to this point of height in backfilling before marking tape placed in trench.

2. Lay marking tape in pipe trench and hold tape in position by spot placement of backfill materials over it to keep from sliding to sides and/or blown about in ditch. Lay tape with painted side (side with identification lettering), in "up" position. Lay tape in flat position and kept there until backfill is accomplished.
3. Complete backfilling operation so marking tape is not cut, crimped, ruptured, or separated by backfilling work.

3.3 PIPE INSTALLATION - WATER LINES

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and disinfected herein specified.
B. Inspect pipe, fittings, valves, and accessories upon delivery and during work progress. Any material found defective will be rejected by Engineer and Contractor shall remove defective material from site of work.
C. Responsibility for Materials: Contractor is responsible for all material he furnishes and shall replace, at his own expense, all such material found defective in manufacture or become damaged in handling after delivery.
D. Handling Pipe and Accessories:
   1. Unless otherwise directed, unload at point of delivery, haul to and distribute at site of work all pipe, fittings, valves, and other accessories. In loading and unloading, lift by hoists or slid, or roll on skidways to avoid shock or damage to materials. Under no circumstances shall they be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.
   2. Place pipe, fittings, and accessories along site to be kept as free as possible from dirt, sand, mud, and other foreign matter.
E. Alignment and Grade:
   1. Lay and maintain all pipe to lines and grades shown on plans or as established on the ground by Engineer.
   2. Where necessary to deflect pipe from a straight line in vertical or horizontal plane to avoid obstructions, plumb valves, or where vertical or horizontal curves are shown or permitted, degree of deflection at each joint shall not exceed one-half maximum deflection recommended by manufacturer of particular pipe laid and degree of deflection approved by Engineer.
F. Manner of Handling Pipe and Accessories into Trench: After trench grade is complete and all bell holes dug and grade inspected, place pipes and accessories in trench. Carefully lower all pipe, fittings, and valves into trench, piece-by-piece, by means of derricks, ropes, or other suitable tools or equipment, to prevent damage to material in any way. Under no circumstances shall pipe or accessories be dropped or dumped into trench.
G. Cleaning and Inspecting:
   1. Before lowering into trench, again inspect pipe for defects and, while suspended, lightly hammer pipe to detect cracks. Reject any defective, damaged or unsound pipe and materials.
   2. Remove all foreign matter or dirt from inside pipe and all bells, spigots, or parts of pipe used in forming joint, before pipe is lowered into trench, and keep clean by approved means during and after laying.
H. Laying and Jointing PVC Pipe:
   1. Handle and install PVC pipe in strict accordance with manufacturer recommendations. Exercise special care in handling PVC pipe, preparing trench for pipe laying, and compacting and bedding under and around each side of pipe.

2. Clean ring groove before installation of rubber ring. Carefully install ring in groove as recommended by manufacturer. Wipe spigot end of pipe clean and lubricate using recommended lubricant. Carefully insert spigot end into bell end until reference mark on spigot end is flush with end of bell.
3. Cut pipe for inserting valves, fittings or closure pieces in a neat and workmanlike manner without damage to pipe or cement lining.
4. Complete jointing for all pipe laid each day so as not to leave open joints in trench overnight. When not laying pipe, close open ends of pipe by approved means so no trench water enters pipe.
5. No pipe shall be laid in water or when trench conditions or weather is unsuitable for such work, except by permission of Engineer.
6. Use flanged joints where shown on plans. Install mechanical or other approved joints with materials furnished by manufacturer per manufacturer specifications.
7. Where used, bolt flanged joints with flange bolts of best quality mild steel, size, and length required by American Standards Association. Bolts and nuts provided with standard hexagonal heads. Use gasket rings made of best quality rubber composition sheet packing 1/16-inch thick, or a brand and quality approved by Engineer.
8. Properly align pipe and fittings, free to move in any direction while bolting, and shall be gradually tightened bolts at a uniform rate around entire flange.

I. Setting Valves, Valve Boxes, and Fittings:
1. Set valves and fittings at locations shown on plans or as established by Engineer, set and jointed to pipe as specified for pipe installations. All valves buried in the ground shall have a valve box set over valve with a concrete pad around valve box as shown on Drawings. Thoroughly inspect and check all valves for operation before installation. Concrete blocking provided for all buried valves.
2. Firmly support and maintain valve boxes centered and plumb over wrench nut of valve, with box cover flush with surface of ground or at level directed.

J. Setting Fire Hydrants (see Article 2.6):
1. Plugging Dead Ends: Insert standard plugs into bells of all dead ends and pipes, tees, or crosses and cap spigot ends. Joint plugs or caps to pipe or fittings as in jointing pipe. All plugs and caps shall have horizontal to thrust blocks.
2. Tunneling Under Utility Lines, etc.: Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in construction, cost of tunneling under such obstructions shall be included as a part of cost of pipeline, or other pay items, complete in place.

3.4 ANCHORAGE OF BENDS, TEES, AND PLUGS, ETC.

A. Apply reaction or thrust blocking to all pipelines at all tees, plugs, caps, and bends. Use concrete for blocking pipe and fittings, minimum 28-day compressive strength of 2,500 psi, but otherwise conform to Item 421, Class B of the 2014 TxDOT Standard Specifications. Place blocking between solid ground and fitting, anchored per details on plans. Place blocking so pipe and fitting joints will be accessible for repair.

3.5 DISINFECT PIPE LINES

A. Furnish all labor, equipment, and materials necessary for disinfecting the new pipelines, disinfected before placing in service. Disinfect lines by applying a chlorinating agent, a liquid chlorine, liquid chlorine gas-water mixture, or a calcium hypochlorite solution, fed into lines through a suitable solution-feed device, or other methods approved by Engineer. Apply chlorinating agent at or near point line is filled. Control water used to fill line to flow

into section disinfected very slowly. Rate of application of chlorinating agent shall be in proportion to rate of water entering pipe so chlorine dose applied to water entering line shall be at least 50 parts per million. Retain treated water in pipelines for no less than 24 hours. At end of retention period, thoroughly flush all treated water from lines until replacement water in lines shall have chlorine residual not more than 0.5 parts per million. Engineer will designate blow-off valves in area around project site used to purge lines. Where necessary to place new lines in service in less than 24 hours, increase concentration of chlorine to 300 ppm, flush lines, and place in service in three hours. Disinfection procedures shall conform to AWWA C 651, latest revision.

B. After final flushing and before any section of water line is placed into service, collect samples as directed by Engineer with AWWA C 651, latest revision. Collect minimum one bacteriological sample for each 1,000 feet of completed water line to check efficiency of disinfection procedures and repeat if contamination persists. Submit samples to an independent testing lab where they shall be tested per AWWA C 651, latest revision.

3.6 HYDROSTATIC TESTS

A. Before acceptance, test all water pipelines constructed under this contract as described herein. This test shall apply to all newly laid pipe or any valved sections thereof. Contractor bears all costs of providing all equipment, materials, labor, and other incidentals required to test pipelines. Water of sufficient pressure to test pipelines will not be available and Contractor shall provide suitable means for developing required pressure in lines.

B. Test each valved section of line for leakage as soon as practical after laying. Place sufficient backfill before testing to prevent any movement of pipe, but leave all joints exposed. Furnish water for filling line as well as necessary means for pressuring line. Duration of test shall be not less than four hours. Carefully check line for any evidence of leakage. Find cause of any leaks, correct, and retest line.

C. Test pipeline so pressure at lowest point in test section is at least 100 but no greater than 120 percent of pipe pressure class of pipe, and minimum pressure at highest point in test section is not less than 85 percent of pipe pressure class of pipe. Maximum allowable leakage for push-on joints is number of gallons per hour as determined by the following formula:

$$L = \frac{ND(P)^{1/2}}{7400}$$

Where:

L = Allowable leakage in gallons per hour
N = Number of rubber-ring gasket joints in length of pipe tested
D = Nominal diameter of pipe in inches
P = Average of maximum and minimum pressures within test section in psi.

3.7 CLEANING UP

A. After construction work is complete and before final acceptance by Owner, remove all rubbish, excess materials, excess materials from excavations, and other debris from site of work, then blade all trench surfaces as specified. Cost of cleanup included in the proposal prices for various units of work.

END OF SECTION

SECTION 33 13 00 - DISINFECTING WATER UTILITY DISTRIBUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Disinfection of potable water distribution system.
   2. Testing and reporting results.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 33 10 00 “Water Utilities.”

1.2 REFERENCES

A. AWWA B300 - Standard for Hypochlorites.
B. AWWA B301 - Standard for Liquid Chlorine.
C. AWWA B302 - Standard for Ammonium Sulfate.
D. AWWA B303 - Standard for Sodium Chlorite.
E. AWWA C651 - Standards for Disinfecting Water Mains.

1.3 SUBMITTALS FOR INFORMATION

A. Test Reports: Indicate results comparative to specified requirements.
B. Certificate: Certify water distribution system cleanliness meets/exceeds specified requirements.

1.4 PROJECT RECORD DOCUMENTS

A. Submit test results to Engineer.
B. Disinfection report:
   1. Type and form of disinfectant used.
   2. Date and time of disinfectant injection start and time of completion.
   3. Test locations.
   4. Initial and 24-hour disinfectant residuals (quantity in treated water) in ppm for each outlet tested.
   5. Date and time of flushing start and completion.
   6. Disinfectant residual after flushing in ppm for each outlet tested.
C. Bacteriological report:
   1. Date issued, project name, and testing laboratory name, address, and phone number.
   2. Time and date of water sample collection.
   3. Name of person collecting samples.
   4. Test locations.
   5. Initial and 24-hour disinfectant residuals in ppm for each outlet tested.
   6. Coliform bacteria test results for each outlet tested.
   7. Certification that water conforms, or fails to conform, to bacterial standards of local health department.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with AWWA C651.
B. Water Treatment Firm: Company specializing in disinfecting potable water systems specified herein with minimum 3 years' experience.
C. Testing Firm: Company specializing in examining potable water systems, approved by the State of Texas.
D. Submit bacteriologist signature and authority associated with testing.

1.6 REGULATORY REQUIREMENTS

A. Conform to applicable code or regulation for performing work herein.
B. Provide certificate of compliance from authority having jurisdiction indicating approval of water system.

PART 2 - PRODUCTS

2.1 DISINFECTION CHEMICALS

A. Chemicals: AWWA B300, Hypochlorite, AWWA B301, Liquid Chlorine, AWWA B302, Ammonium Sulfate, and AWWA B303, Sodium Chlorite.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify piping system is cleaned, inspected, and pressure tested.
B. Perform scheduling and disinfecting activity with start-up, testing, adjusting and balancing, demonstration procedures, including coordination with related systems.

3.2 EXECUTION

A. Provide and attach the required equipment to perform work herein.
B. Introduce treatment into piping system.
C. Maintain disinfectants in the system for 24 hours.
D. Flush, circulate, and clean until required cleanliness is achieved; use municipal domestic water.
E. Replace permanent system devices removed for disinfection.
F. Pressure test system to 150 psi. Repair leaks and retest.

3.3 FIELD QUALITY CONTROL

A. Test samples in accordance with AWWA C651.

END OF SECTION

SECTION 33 30 00 - SANITARY SEWER UTILITIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Sanitary sewer lines, manholes, service stubouts, service connections, and appurtenances from 5 feet outside building to public sewer mains. Sanitary sewer lines shall be constructed per specifications, at locations and per lines, grades, and dimensions shown on plans or as required by Engineer. Manholes shall be constructed per details shown on plans and specified herein.
   2. Contractor shall furnish all materials, equipment, tools, labor, superintendence, and incidentals required for construction of these items as shown on drawings and specified herein. Reference to standard specification numbers for materials and testing shall include the latest revision of specification.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 23 33 “Trenching and Backfilling.”

PART 2 - PRODUCTS

2.1 MATERIALS

A. All gravity sewer pipes 4- to 15-inch shall be polyvinyl chloride (PVC) pipe, except as otherwise specified.

B. PVC Pipe and Fittings: Sewer pipe and fittings shall be SDR-35 (greater than 3 or less than 12 feet of cover) or SDR-26 (less than 3 or greater than 12 feet of cover) for pipe diameters 4 – 15 inch and shall meet requirements of ASTM D3034 and PVC Material 12454-B. All sewer pipe joints shall be integral bell, bell and spigot type with rubber gasket joints manufactured to conform to ASTM D1784 or D3139 and PVC Material 12454-B and ASTM F 477 rubber gaskets.

C. Tape Material:
   1. When non-metallic pipelines are to be installed, furnish and lay, above pipeline, a continuous strip of metallic identification tape.
   2. Metallic identification tape shall be at least 2 inches in width and corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to 24 inches below normal ground level.
   3. Metallic tape shall be painted green on one side and have 1-inch-high letters painted continuously on same side of tape to read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.
   4. Marking tape shall be “detectable warning tape,” as manufactured by Omega Marking Company, or equal approved by Engineer.

D. Service Sewers and Fittings shall be the same material and specification as line to which they are connected unless otherwise noted. Connect all service sewer laterals to main line with tees, wyes, etc. that are bell and spigot with rubber gaskets. All service sewer taps shall use an approved gasketed fitting in conjunction with a full circle repair sleeve coupling unless otherwise noted.

E. Manholes

1. Manholes shall be constructed of fiberglass. Sewer manholes shall be constructed per design, size, details, and at locations shown on plans. Fiberglass reinforced polyester manhole shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl ester resins, with fiberglass reinforcements. Manhole shall be a one-piece unit manufactured to meet or exceed all specifications of ASTM D3753, latest edition, as manufactured by L.F. Manufacturing, Inc., Giddings, Texas, or approved equal.
2. Fiberglass Manhole Materials:
    a. Resins used shall be a commercial grade unsaturated polyester resin or other suitable polyester or vinyl ester resin.
    b. Reinforcing Materials shall be commercial Grade E-type glass in the form of continuous roving, and chop roving, having a coupling agent to provide a suitable bond between glass reinforcement and resin.
    c. Interior Surfacing Material exposed to chemical environment shall be a resin-rich layer 0.010- to 0.020-inch thick. Follow inner surface layer exposed to corrosive environment with minimum two passes of chopped roving of minimum 0.5-inch length to maximum 2.0 inches length and applied uniformly to an equivalent weight of 3 oz./square foot. Each pass of chopped roving shall be well-rolled before applying additional reinforcement. Combined thickness of inner surface and interior layer shall not be less than 0.10 inch.
    d. Wall Construction Procedure: After inner layer is applied, construct manhole wall with chop and continuous strand filament wound manufacturing process which insures continuous reinforcement and uniform strength and composition. Cone section, if produced separately, shall be affixed to the barrel section at the factory with a resin-glass reinforced joint resulting in a one-piece unit. Seams shall be fiber glassed inside and outside using the same glass-resin jointing procedure. Field joints shall not be acceptable by anyone except manufacturer.
    e. Exterior Surface: For UV inhibiter, resin on exterior surface of manhole shall have gray pigment added for minimum 0.125-inch thickness.
    f. Stubouts and Connections:
        1) Stubouts shall be factory installed. Installation of SDR PVC sewer pipe shall be by sanding, priming, and using resin fiber-reinforced hand layup. Resin and fiberglass shall be same type and grade used in fabrication of fiberglass manhole.
        2) Inserta-Tee fittings or Kor-N-Seal boots may be installed by manhole manufacturer using fiberglass reinforced pipe stubout for Kor-N-Seal boot sealing surface.
    g. Manhole Bottom: Fiberglass manholes installed in new lines shall have 4,000 psi concrete -reinforced bottoms. This concrete bottom shall comply to City of Midland requirements. Use concrete to form a bench area and invert. Also use concrete on top of an anti-flotation ring and around reducer section as required for buoyancy. Manholes installed in existing lines shall utilize cast-in-place concrete bottoms per plans and specifications.

h. Fillers and Additives:
   1) Fillers, when used, shall be inert to environment and manhole construction. Sand is not accepted as an approved filler.
   2) Additives, such as thixotropic agent, catalysts, promoters, etc., may be added as required by specific manufacturing process to meet requirements of this standard. Resulting reinforced-plastic material must meet specification requirements.

i. Manufacture: Manhole cylinders, manway reducers, and connectors shall be produced from glass fiber-reinforced polyester resin using a combination of chop and continuous filament wound process. Design all manholes so a ladder or step system can be supported by installed manhole. Manway reducers will be concentric with respect to larger portion of manhole diameters through 60 inches. Larger manholes may have concentric or eccentric manway reducer openings. Manhole shall provide an area from which a typical ring and cover plate can be supported without damage to manhole.

j. Exterior Surface shall be relatively smooth with no sharp projections. Hand-work finish is acceptable if enough resin is present to eliminate fiber show. Exterior surface shall be free of blisters larger than 0.5 inch in diameter, delamination or fiber show.

k. Interior Surface shall be resin rich with no exposed fibers. Surface shall be free of crazing, delamination, blisters larger than 0.5-inch in diameter and wrinkles of 0.1256-inch or greater in depth. Surface pits permitted if less than 0.75-inch in diameter and less than 0.0625-inch deep. Voids that cannot be broken with finger pressure and entirely below resin surface are permitted if less than 0.5 inch in diameter and less than 0.0625-inch thick. Any manhole repair is required to meet all specification requirements. Manhole lengths shall be in 6-inch increments $\pm$2 inches. Tolerance of inside diameter shall be $\pm$1 percent of required manhole diameter.

l. Load Rating: Complete manhole shall have minimum dynamic-load rating of 16,000 lbf. when tested per ASTM D3753 Section 8.4 (Note 1). To establish this rating, complete manhole shall not leak, crack, or suffer other damage when load tested to 40,000 lbf, nor deflect vertically downward more than 0.25 inch at point of load application when loaded to 24,000 lb.

m. Stiffness: Manhole cylinder shall have minimum pipe-stiffness values shown here when tested per ASTM D3753 Section 8.5 (Note 1):

Manhole Length in Feet	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

n. Soundness: To determine soundness, apply air or water pressure test to manhole test sample. Test pressure shall not be less than 3 or greater than 5 psig. While holding at established pressure, inspect entire manhole for leaks. Any leakage through laminate is cause for test failure. Refer to ASTM D3753 Section 8.6.

o. Chemical Resistance: When tested per ASTM D3753, Section 8.7, log of percent retention of each property after immersion testing when plotted against log of immersion time, and extrapolated to 100,000 hours, shall assure retention of at least 50 percent of initial properties.

p. Physical Properties: Perform all tests as specified in ASTM D3753, latest addition, Section 8, test methods ASTM D790, and D695.

	Hoop Direction (psi)	**Axial Direction (psi)**
Tensile Strength	18,000	5,000
Tensile Modules	0.6×10^6	0.7×10^6
Flexural Strength	26,000	4,500
Flexural Modules	1.4×10^6	0.7×10^6
Compressive (psi)	18,000	10,000

q. Quality Control: Examine each completed manhole for dimensional requirements, hardness, and workmanship. Complete all required ASTM D3753 testing, keep records of all testing, and present copies of test records to Engineer upon formal written request. Manufacturer shall provide an independent certification indicating manhole has been sampled, tested, and inspected per specification provisions and meets all requirements.

r. Shipping and Handling: Do not drop or impact fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4- by 4- by 30-inch timber into top of manhole with cable attached, sling, or "choker" connection around center of manhole, then lift as required. Use of chains or cables in contact with manhole surface is prohibited.

s. Concrete Bottom: Lower manhole into wet concrete until it rests at proper elevation, with minimum 4 inches of fiberglass manhole inserted into wet concrete below flow line, then move manhole to plumb. Concrete shall extend minimum 1 foot from outside wall of manhole and minimum 6 inches above incoming lines. Inside, concrete shall form an inverted area and rise a minimum of 4 inches above incoming lines. If required by Engineer, concrete may be used around reducer section buoyancy.

t. Grade Adjustment Rings: Perform all final grade adjustment of manhole metal cover and frame assemblies utilizing injection-molded high-density polyethylene (HDPE) grade adjustment rings as manufactured by LADTECH, Inc., (651.415.1252, 1.877.ADJ.RING), or approved equal. Instead, use concrete grade adjustment rings. Grade adjustment rings shall be manufactured from polyethylene plastic as identified in ASTM D1248 Standard Specification for Polyethylene Plastic Molding and Extrusion Materials. Test and qualify material properties for usage per ASTM D1248. Test grade adjustment rings to assure compliance with impact and loading requirements per AASHTO Standard Specification for Highway Bridges.

1) Perform complete installation of grade adjustment rings per manufacturer recommendations and “Fiberglass Manhole Details” in Sanitary Sewer Details sheet. Seal space between rings, fiberglass, manhole, and metal cover frame utilizing an approved all-weather preformed joint sealant made of butyl rubber to bond properly between HDPE grade adjustment rings, fiberglass manhole, and metal cover frame.

2) All manholes in proposed roadways shall have grade adjustment rings of 2-foot total height. In all other locations, manhole metal cover and frame will seat on HDPE grade adjustment rings as required based on site condition. In proposed roadway locations, top 6 inches height of grade adjustment rings shall be composed of individual grade adjustment rings of maximum 2-inch thickness.

PART 3 - EXECUTION

3.1 PIPE INSTALLATION

A. Pipe Trench Excavation:

1. Excavate pipe trenches to lines and grades shown on Drawings or established by Engineer. Before excavation begins in paved areas, cut or saw existing pavement to a neat line by methods meeting Engineer approval. Maximum width of trench below top of pipe shall be outside diameter of pipe plus 24 inches with pipe centered in trench. Maintain trenching equipment on a sufficiently level roadbed to provide substantially vertical trench walls. Maximum horizontal offset of trench wall from bottom of trench to top of trench (undercutting), shall be 4 inches. Where necessary to stay within maximum width limits at top of pipe or to maintain a relatively straight trench wall to remain within available right-of-way, adequately brace and sheet trench. Trench walls shall not be allowed to slope greater than 1:1 above top of pipe. Contractor fully responsible for any damage to private property or existing facilities due to inadequate trench sheeting.
2. Excavate trench to even grade so pipe can be laid to true line and grade. To obtain a true even grade, fine grade and shape trench to fit details shown on plans. Correct any part of trench excavated below grade by filling with approved material and thoroughly compacting. If clay, rock, or other unyielding material encountered in trench bottom, remove to 6 inches below grade, refill with selected material, and thoroughly compact to grade.
3. Dig bell holes of ample dimensions at each joint to permit jointing and bedding of pipe properly accomplished.
4. Before the next phase of construction above trench bottom excavated to proposed subgrade of specified class of bedding, shape and grade earth subgrade. Earth subgrade for bedding shall be free of surface water, firm, solid and stable before specified class of bedding/pipe material laid.
5. If encountering ground water and unable to maintain a firm, solid, and stable earth subgrade, free of surface water, dewater trench.
6. Dewater by a well point system or other suitable means. Maintain dewatering until trench is satisfactorily backfilled then remove dewatering means systematically to allow ground water to gradually rise in trench. Make his own arrangements for disposal of ground water.
7. Use trench-digging machinery to make trench excavations except where operations would cause damage to existing structures above or below ground. Employ hand methods in such instances. Locate all existing underground lines, advised whether or not shown on drawings, sufficiently in advance of trenching operations to prevent any damage thereto. Take extreme care to prevent such damage. Contractor fully responsible for damage to any such lines.

8. No classification of excavated materials. Excavate all materials encountered as required. Protect adjacent structures from damage by construction equipment. Place all excavated material along trench or haul away from work area where required, not endangering work. Contractor responsible for removing all excess material from job site.

B. Granular Bedding and Backfill
   1. Lay all sewer pipe in prepared crushed rock bedding material and backfill as detailed on plans and coordinated with Section 31 23 33 "Trenching and Backfilling."
   2. Metallic Tape:
      a. Contractor shall backfill non-metallic pipelines to depths less than 24 and no more than 12 inches from top of cut of ditch section where pipeline is laid. Stop backfilling material at a generally uniform level. Accomplish all machine tamping, jetting and other compaction activities up to this point of height in backfilling before placing marking tape in trench.
      b. Lay marking tape in pipe trench and hold tape in position by spot placement of backfill materials over it to keep from sliding to sides and/or blown about in ditch. Lay tape with painted side (side with identification lettering), in “up” position. Lay tape in the flat position and keep there until backfill is accomplished.
      c. Complete the backfilling operation so marking tape is not cut, crimped, ruptured, or separated by backfilling.

3.2 SANITARY SEWER PIPE INSTALLATION

A. Unload, handle, lay, joint, and test all sewer pipe and fittings for defects as specified.
B. Inspection:
   1. Inspect pipe and fittings upon delivery and during work progress. Reject any material found defective and remove from site of work.
   2. Contractor responsible for all materials he furnishes and shall replace, at his own expense, all such material found defective in manufacture or damaged in handling after delivery.
C. Pipe Laying:
   1. After trench is properly fine graded and bedded, lay pipe per specifications. Inspect each pipe for defects and thoroughly clean inside and out of spigot before lowering into trench. Pipe laying shall proceed upgrade with spigot ends pointing in direction of flow. Lay all pipe true to lines and grades established by Engineer. Use a properly calibrated laser instrument to lay pipe on grade. Dig bell holes at each joint of sufficient depth to allow entire length of barrel of pipe to rest on bottom of trench and allow ample space for properly jointing pipe.
   2. Complete jointing for all pipe laid each day, not leaving open joints in trench overnight. When you are not laying pipe, plug open ends of pipe. Do not lay pipe in water or when trench conditions or weather is unsuitable for such work.
   3. If water gets in trench before joint is completed or pipe is disturbed from line and grade after laid, take up pipe, clean joints, and re-lay pipe.
   4. Place plugs in lines where shown on plans or as directed by Engineer.
   5. Work shall be watertight at all joints. Immediately repair any leaks or defects. Take up any pipe disturbed from any cause after lain in final position, clean joint, and properly re-lay pipe.

6. Take whatever precautions necessary to protect sewer pipe laid. At end of day or when Contractor deems necessary, plug all exposed ends of sewer pipe (main line or interconnects) to prevent inflow of stormwater or other objectionable materials, animals, and humans. Contractor holds responsibility to prevent these flows from damaging or entering sewer pipe.
    a. Installing PVC pipe shall conform to ASTM D2321-72, "Underground Installation of Flexible Thermoplastic Sewer Pipe," and recommended practice of pipe manufacturer or as specified herein per details on plans.

D. Sanitary Sewer Service Connections:
1. By definition, a sewer service connection is that part of an individual sewer lateral located on City property from tee in main line out to property line of residence or business. All work shall meet the minimum requirements of the City of Midland, Texas.
2. Requirements for bedding, laying, and backfilling sewer service connections shall be as those required for main sewer line.
3. Sanitary Sewer Service Connections on Existing Sewer Lines: New sewer service connection taps to existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling. Make cuts in clay pipe using a 4-inch core cutting machine to remove coupon from pipe. Contractor cannot hammer or chisel, etc. hole in clay pipe.

E. Backfill: As soon as practicable after laying and jointing pipe, bedding completion, and structure completion, backfill trench per trench backfill detail in plans.

F. Maintaining Existing Sewer System in Operation:
1. At several locations as shown on plans, proposed sewer will be interconnected to existing sewer system. At all times, provide adequate means to ensure continuous operations of existing sewer system during construction operations. This may require blocking existing line at manhole and pumping sewage around construction area. All pumping or diversion is Contractor responsibility and included in price bid for various pipe line items.
2. Schedule work to minimize interruption time to existing services along proposed sewer line.

3.3 MANHOLES

A. Construct manholes at locations shown on plans, as directed by Engineer, and per details shown on plans and specified herein. After excavation is completed, grade, level, and consolidate subgrade for manhole base by tamping to achieve minimum 90-percent density. Test as outlined in ASTM D1557. Lay minimum 6 inches of rock bedding on prepared subgrade and set manhole in place level and plumb.

B. Backfill around manholes shall be per details shown on plans.

3.4 LEAKAGE

A. Perform leakage tests on all sewer lines and manholes after installation. Test sewer lines on sections of pipe between manholes. Test each section of sewer line using Air Test Methods, per ANSI/ASTM C 828 (latest revision).

B. Use a water test to check leakage in manholes. Leakage in manhole tested shall not exceed allowable leakage for smallest diameter pipe connected into manhole tested.

C. If test fails to meet minimum allowable requirements of test, immediately determine cause, make necessary repairs, and retest. All testing and repair work at Contractor expense.

D. Leakage testing will not be performed until all backfill material required is placed and densified for 30 days, unless specifically authorized by Engineer.

3.5 DEFLECTION TEST

A. Perform a deflection test on all flexible sewer pipe. Test shall not be made on section of sewer until all backfill on that section is placed and densified for 30 days, unless otherwise authorized by Engineer.
B. Run deflection test using a rigid Go-No-Go mandrel with diameter equal to 95 percent of base inside diameter of pipe. Submit shop drawings of mandrel to Engineer for approval before using mandrel for testing.
C. Perform test without mechanical-pulling devices. Where possible and practical, initiate testing at a downstream manhole and proceed upstream.
D. No pipe shall exceed a 5-percent deflection of base inside diameter of pipe. Correct all excess deflections. Excavate to point of excess deflection, correct deficiency, and retest pipe. If pipe retest fails 5-percent allowable deflection, replace pipe.
E. All testing and repair work shall be done at Contractor expense.

3.6 CLEANING UP

A. After construction work is complete and before final acceptance by Owner, remove all rubbish, excess materials, excess materials from excavations, and other debris from site of work, then blade all trench surfaces as specified. Cost of cleanup shall be included in bid prices for various units of work.

END OF SECTION

SECTION 33 40 00 - STORM SEWERAGE UTILITIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes site storm sewers and culverts.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 23 33 “Trenching and Backfilling.”
   3. Section 33 30 00 “Storm Sewerage Utilities.”

1.2 REFERENCES

A. ANSI/ASTM C14 - Concrete Sewer, Storm Drain, and Culvert Pipe.
B. ANSI/ASTM C76 - Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
C. ANSI/ASTM C443 - Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
D. ANSI/ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. Rammer and 18-inch Drop.
E. ANSI/ASTM D2321 - Recommended Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe.
F. ASTM D1785 - Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80 and 120.
G. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
H. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

1.3 DEFINITIONS

A. Bedding: Fill placed under, beside, and directly over pipe, before subsequent backfill operations.

1.4 SUBMITTALS

A. Provide Product Data indicating pipe and pipe accessories.

1.5 PROJECT RECORD DOCUMENTS

A. Record location of pipe runs, connections, and invert elevations.
B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.6 FIELD MEASUREMENTS

A. Verify field measurements and elevations are as indicated.

1.7 COORDINATION

A. Coordinate Work with other utilities outside the building.

PART 2 - PRODUCTS

2.1 SEWER AND STORM SEWER PIPE MATERIALS

A. PVC Pipe: ANSI/ASTM D3034, Type PSM, Poly (Vinyl Chloride) (PVC) material; bell and spigot style joint end, with rubber gasket joints. Utilize SDR 35 (greater than 3 or less than 12 feet of cover) and SDR 26 (less than 3 or greater than or equal to 12 feet of cover).

B. Polyethylene Storm Sewer Pipe: High-density polyethylene (HDPE) pipe shall meet:
   1. ASTM F405, Standard Specification for Corrugated Polyethylene Pipe and Fittings.
   2. ASTM F667, Standard Specification for Large Diameter Corrugated Polyethylene Pipe and Fittings.
   3. AASHTO M 252, Standard Specification for Polyethylene Corrugated Drainage Pipe; and
   4. AASHTO M 294 Standard Specification for Corrugated Polyethylene Pipe, 12- to 36-inch diameter. Joint watertightness required to inhibit groundwater infiltration and/or effluent exfiltration.
   5. Seal watertight joints with an elastomeric gasket that meets/exceeds ASTM F477 performance requirements of.
      a. Diameters 24 inches and smaller shall meet ASTM D3212.
      b. Larger pipe shall meet ASTM D3212, except that the maximum pressure is 5 psi.
      c. Pipe shall be smooth interior Advanced Drainage Systems (ADS) N-12 for 12- to 36-inch diameters, and ADS N-12 HC for diameters larger than 36-inch, or Hancor Products ASTM F794 Vylon Pipe, ETI Co Ultra-Rib, or approved equal.

C. Concrete Storm Sewer Pipe: Concrete culvert pipe, 12 inches diameter or larger, reinforced concrete Class IV - Wall B, shall conform to AASHTO M170 or ASTM C76 requirements. Pipe shall be Gifford Hill Tongue and Groove C-76 or approved equal.

D. PVC Force Main Pipe: Schedule 80 PVC.

E. Curb inlet shall be ASTM C478, minimum 3,600 psi, precast concrete cast in place, with 5-, 10-, 15-, and 20-foot openings as well as 3-, 4-, and 5-foot widths.

2.2 PIPE ACCESSORIES

A. Storm sewer catch basins may be cast in place per plan or precast concrete, sized per application, or approved equal.

B. Storm sewer catch basin grates shall be sized per application by either exit pipe size and/or total grate open area including ADA compliant constraints on slot width.

C. Storm sewer junction boxes may be precast concrete or fiberglass per Section 33 30 00 “Storm Sewerage Utilities.”

D. Perforated Storm sewer pipe shall be PVC, ASTM D2729- rated pipe with 1/2-inch holes at 5-foot centers.

E. Channel drains shall be Dura-slope products with ADA compliant grate per Drawings or approved equal.

F. Trace Wire for Non-Metallic Conduits: Magnetic detectable conductor, brightly colored plastic covering, imprinted with "STORM LINE" in large letters.

2.3 BEDDING MATERIALS

A. Bedding: Crushed rock material per ASTM C33. Grade No. 8 or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify trench cut is ready to receive work and excavations, dimensions, and elevations are as indicated on Drawings.

3.2 PREPARATION

A. Hand trim excavations to required elevations. Correct over excavation with bedding aggregate.
B. Remove large stones or other hard matter which could damage pipe or impede consistent backfilling or compaction.

3.3 BEDDING

A. Excavate pipe trench per Section 31 23 33 “Trenching and Backfilling” for work herein. Hand trim excavation for accurate placement of pipe to elevations indicated.
B. Place bedding material at trench bottom, level materials in continuous layer not less than 6 inches depth.

3.4 INSTALLATION - PIPE

A. Install pipe, fittings, and accessories per ASTM D2321 and manufacturer instructions. Seal joints watertight.
B. Lay pipe to slope gradients noted on Drawings with maximum variation from true slope of 1/8 inch in 10 feet.
C. Place bedding material around pipe sides and 6 inches over top of pipe. Take care to position bedding material under pipe haunches.
D. Refer to Section 31 23 33 “Trenching and Backfilling” for trenching and backfill requirements. Do not displace or damage pipe when compacting.
E. Install trace wire continuous over top of pipe, buried 18 inches below finish grade.

3.5 FIELD QUALITY CONTROL

A. Request inspection before and immediately after placing bedding.
B. Compaction testing per Section 31 23 33 “Trenching and Backfilling.”
C. Pressure Test: Test in accordance with ASTM C828.
D. Deflection Test: Test in accordance with 95 percent diameter mandrel.

3.6 PROTECTION

A. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.

END OF SECTION

SECTION 40 65 00 – NETWORKING EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes
   1. Networking Equipment.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 40 60 00 “General Requirements for Instrumentation.”

1.2 REFERENCES

A. Regulatory Agencies: Installation, materials, equipment and workmanship shall conform to the applicable provisions of the following:
   1. National Fluid Power Association (NFPA).
   2. National Electrical Code (NEC).
   3. National Electrical Safety Code (NESC).
   4. API RP550-86 Manual of Installation of Refinery Instruments and Control Systems, Part I - Process Instrumentation and Control Sections 1 Through 13
   5. ISA S51.1-79 Process Instrumentation Terminology
   6. NEMA 250-85(1988) Enclosures for Industrial Controls

1.3 DEFINITIONS

A. Networking equipment refers to any device or cable that is necessary to provide a full and comprehensive communication environment for the project. This includes but is not limited to network switches, radios, protocol converters and media converters.

1.4 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures:" Requirements for submittals

1.5 QUALITY ASSURANCE

A. Should Contractor observe any conflict or variation in the plans and Specifications, he shall notify Engineer in writing not later than 10 days prior to date of bid opening. Failure to clarify such variations will result in Contractor bearing all costs arising from instrumentation work done contrary to either the Specifications or Drawings.
B. The contractor is responsible for proving all equipment needed to create a complete networking system, including but not limited to switches, uplink module and SFP modules.

END OF SECTION

SECTION 40 65 00.10 FIBER SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Copper Ethernet Switch.
   2. Fiber Ethernet Switch.
   3. Fiber Optic Cable.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 40 60 00 “General Requirements for Instrumentation.”
   3. Section 40 65 00 “Networking Equipment.

PART 2 - MATERIAL

2.1 COPPER ETHERNET SWITCH

Data Ports	24
Operating temperature	-5°C to +45°C
Storage temperature	-40° to 158°F (-40° to 70°C)
Relative humidity operating and nonoperating noncondensing	5% to 90% noncondensing
LED indicators	“AC OK”: Input power to the power supply is OK “PS OK”: Output power from the power supply is OK
Power Consumption	350W

A. Product Requirements:
   1. The Ethernet Switch shall be aa Cisco Catalyst C93900-24%.
   2. The contractor shall provide (2) two switches.
   3. The Contractor shall provide all necessary SFP and Uplink modules needed for a complete network.

B. Installation:
   1. Install in accordance with the manufacturer’s instructions and the recommendations of API RP550 to the specified requirements.
   2. Miscellaneous installation hardware shall be furnished and installed by the Contractor as indicated in the Drawings and as recommended by the manufacturer’s installation instructions.

2.2 UPLINK MODULE

Ports:	8
Connector Type:	SFP+
Port Type:	10 Gigabit SFP+
Port Speed:	10GbE

A. Product Requirements:
   1. The Uplink Module shall be a Cisco C9300-NM-8X.
   2. The Contractor shall provide all necessary SFP and Uplink modules needed for a complete network.

B. Installation:
1. Install in accordance with the manufacturer's instructions and the recommendations of API RP550 to the specified requirements.
2. Miscellaneous installation hardware shall be furnished and installed by the Contractor as indicated in the Drawings and as recommended by the manufacturer's installation instructions.

2.3 FIBER ETHERNET SWITCH

Ports	24 - 25G/10G/1G SFP28
Total number of MAC addresses	32,000
Total number of IPv4 routes (ARP plus learned routes)	39,000 (24,000 direct routes and 15,000 indirect routes)
IPv6 routing entries	19,500
Multicast routing scale	8,000
QoS scale entries	4,000
ACL scale entries	8,000
DRAM	16 GB
Flash	16 GB
VLAN IDs	4094
Switching capacity	2,000 Gbps

A. Product Requirement:
1. The SFP Module shall be a Cisco Catalyst C9300X-24Y.
2. The contractor to provide any and all necessary SFP and Uplink modules needed for a complete network.

B. Installation
1. Install in accordance with the manufacturer's instructions and the recommendations of API RP550 to the specified requirements.
2. Miscellaneous installation hardware shall be furnished and installed by the Contractor as indicated in the Drawings and as recommended by the manufacturer's installation instructions.

2.4 FIBER OPTIC CABLE

Cable Type:	Loose Tube
Environment:	Indoor/Outdoor
Product Type:	Dielectric
Fiber Category:	SMF-28® Ultra
Flame Rating:	Riser (OFNR)
Application:	Aerial, Direct Buried, Duct, General purpose, Horizontal
Cable geometry:	Round
RoHS:	Free of hazardous substances according to RoHS 2011/65/EU
Approvals and Listings:	National Electrical Code® (NEC®) OFNR, CSA OFN FT-4
Design and Test Criteria:	ANSI/ICEA S-104-696
Temperature Range, Installation:	-10 °C to 60 °C (14 °F to 140 °F)
Temperature Range, Operation:	-40 °C to 70 °C (-40 °F to 158 °F)
Central Element:	Dielectric
Fiber Count:	24

Outer Jacket Color:	Black
Outer Jacket Material:	Flame-Retardant, UV-Resistant
Max. Tensile Strength, Long-Term:	810 N (182.1 lbf)
Max. Tensile Strength, Short-Term:	2700 N (606.98 lbf)
Min. Bend Radius Installation:	195 mm (7.68 in)
Min. Bend Radius Operation:	130 mm (5.12 in)
Nominal Outer Diameter:	13 mm (0.51 in)
Fiber Code:	Z
Performance Option Code:	01
Fiber Category:	OS2
Fiber Type:	Single mode (OS2) / 250 µm
Fiber Name:	Bend-Improved Single-mode (OS2)
Maximum Attenuation:	0.4 dB/km / 0.4 dB/km / 0.3 dB/km
Wavelengths:	1310 nm / 1383 nm / 1550 nm
Fiber Compliance:	ITU-T G.652.D and ITU-T G.657.A1

A. The Fiber Optic cable shall be Corning FREEDM® Loose Tube, Gel-Free Cable, Riser 24 F, SMF-28® Ultra fiber, Single-mode (OS2), part number 024ZUF-T4101D20.
B. Install in accordance with the manufacturer's instructions and the recommendations of API RP550 to the specified requirements.

2.5 FIBER PATCH PANEL

Adapter Plate	LC, 24 Fibers, Quad Adapters, Singlemode
Pigtail Type	LC, 24 Fibers, Singlemode, Spiral Wrap
Mounting	DIN Rail Mount

A. Product Requirements:
   1. 1. The Fiber Patch Panel shall be a RLH Industries Slimline Nano Fiber Patch Panel.
   2. 2. RLH Part Number PWS2-A-54-54-62-62-1-D or approved equal.
B. Installation:
   1. Install in accordance with the manufacturer's instructions and the recommendations of API RP550 to the specified requirements.
   2. Miscellaneous installation hardware shall be furnished and installed by the Contractor as indicated in the Drawings and as recommended by the manufacturer's installation instructions.

2.6 SPLICE TRAY

Material: Aluminum Base with Clear Polycarbonate Cover

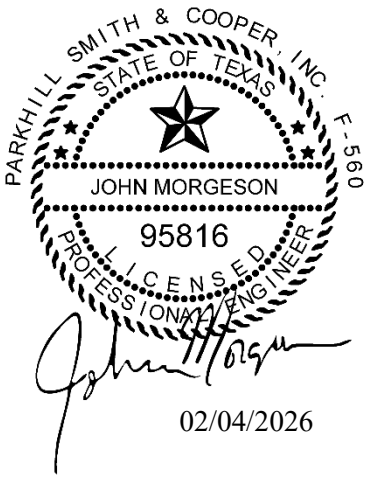
A. Product Requirements:
   1. The splice tray shall be an RLH Industries aluminum splice tray, model number RLH-FST-03-FSPS or approved equal.
B. Installation:
   1. Install in accordance with the manufacturer's instructions and the recommendations of API RP550 to the specified requirements.
   2. Miscellaneous installation hardware shall be furnished and installed by the Contractor as indicated in the Drawings and as recommended by the manufacturer's installation instructions.

END OF SECTION

SECTION 40 67 00.30 – PARKING ACCESS CONTROLS

PART 1 - GENERAL

1.1 SUMMARY



02/04/2026

A. Section includes
   1. Entry Station
   2. Exit Station
   3. License Plate Reader (LPR) Camera
   4. Entry and Exit Barriers
   5. Credit Card Reader
   6. Contactless Credit Card Reader
   7. Intercom Station
   8. Security Cameras
   9. Lane Sign
   10. RFID Reader
   11. Station Switch

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 40 60 00 “General Requirements for Instrumentation.”

PART 2 - MATERIAL

2.1 ENTRY STATION

Functions:	Dispensing short-term parking tickets (barcode or magstripe) Barrier control
User Interface:	Color display Screen diagonal 7” WVGA 800x640 pixels Flashing ticket request push-button 4 additional push-buttons for flexible use Intercom station with call button, microphone and loudspeaker Optional audio induction loop
Computer and control unit:	Industrial PC for autonomous control of the device Basic functions are maintained in the event of a network failure 8 digital inputs 8 digital outputs
External connections:	Power Supply Network (LAN) Intercom S&B barrier gate
Power Supply:	85-264VAC, 50-60Hz without heating 120VAC, 60Hz with 120VAC heating 230VAC, 50-60Hz with 230VAC heating

Installation:	Indoor and outdoor use
Temperature Rating:	-20, 50 deg C
Relative Humidity:	0 – 95% non-condensing

A. Product Requirements:
   1. Entry station shall be a Scheidt & Bachmann Entervo.entry.
   2. The unit must be compatible with the existing equipment and software.
   3. The contractor is responsible for providing 2 two entry units

B. Installation:
   1. Install in accordance with the manufacturer's instructions and recommendations to the specified requirements.
   2. Miscellaneous installation hardware shall be furnished and installed by the Contractor as indicated in the Drawings and as recommended by the manufacturer's installation instructions.

2.2 EXIT STATION

User Interface:	Brilliant LED color display Screen diagonal of 17.8 cm (7") / screen resolution: WVGA (800x640 pixels) Touch-screen display for simple operation as option Intuitive user guidance via clear, graphic symbols Intercom substation with call button, microphone and loudspeaker (8 Ω) Audio induction loop as option
Media Technologies:	TPU for processing barcode and/or magstripe tickets - incl. production of replacement tickets and voucher disposal - for one ticket magazine with up to 5,000 tickets
Cashless means of payment:	Various payment terminals can be integrated Readers for contactless payment
Receipts:	Printed on standard thermal paper roll
Behavior in the event of network failure:	Automatic Pay Station will store up to 10,000 payment transactions
Housing:	Stainless steel housing with smooth paint (RAL 9016 / traffic white or RAL 1003 / signal yellow) Ingress Protection Rating according to IEC 60529: IP43
Connections:	Power Supply Network (LAN) Intercom
Power supply:	85-264VAC, 50-60Hz without heating 120VAC, 60Hz with 120VAC heating 230VAC, 50-60Hz with 230VAC heating
Power consumption:	35W / 50VA Additional 500W for heating
Installation:	Protected locations or indoor use
Temperature Rating:	-20 °C ... +50 °C
Relative humidity:	±0 % ... 95 % (non-condensing)

A. Product Requirements:
   1. Exit station shall be a Scheidt & Bachmann entervo.pay cashless.
   2. The unit must be compatible with existing equipment and software.
   3. The contractor shall provide 2 (two) units.

B. Installation:
   1. Install in accordance with the manufacturer's instructions and recommendations to the specified requirements.
   2. Miscellaneous installation hardware shall be furnished and installed by the Contractor as indicated in the Drawings and as recommended by the manufacturer's installation instructions.

2.3 LICENSE PLATE READER

Resolution:	5MP 2592(H) × 1944(V) camera
Image Sensor:	1/2.7" Progressive CMOS
Min. Illumination:	Color 0.05lux @ F1.2(AGC ON) ; B/W 0 lux @ IR ON
Shutter Time:	Auto/Manual 1/5 ~ 1/20000s
Lens:	5 ~ 50mm (Motorized) H.FOV: 45.32-7°,33.48-5.2,57.94-9
F-Stop:	F 2.0 ±5%
Day & Night:	IR cut filter with auto switch (Day/Night/Auto/Schedule)
WDR:	120 dB
Video Compression:	H.265 / H.264
Video Bit Rate:	8Kbps ~ 8Mbps
Triple Streaming:	yes
Frame Rate:	
Mainstream:	1~20fps default 20fps） 5MP (2592x1944),4MP(2592x1520),3MP(2304x1296)(2048x1535) 1080P(1920x1080), 720P(1280x720)
Substeam:	720P(1280x720),VGA(640x480),QVGA(320x240)
Mobilestream:	VGA(640x480), QVGA（320x240）
Image Settings:	Flip, Rotation, Corridor mode, Saturation, Brightness, Contrast, Hue, Sharpness adjustable
Compatibility:	Open compatibility (Profile S, Profile G, Profile T)
Network Interface:	RJ45 10M / 100M Ethernet interface x1
LED:	8pcs (Array)
IR Range:	Up to 262 feet (80m)
Casing:	Metal housing IP66 Waterproof
Power Supply:	DC 12V / POE
Consumption:	≤ 7.9w
Operating Temperature:	-30~+55°C (-22~+131°F)
Storage Temperature:	-30~+60°C (-22~+140°F)

A. Product Requirements:
   1. The License Plate Reader (LPR) shall be a CCTVCore 5MP Cortex Long Range IP Camera with 5-50mm Motorized Zoom Lens for LPR.
   2. The LPR Camera should be compatible with existing equipment and software.
   3. Contractor to provide 4 (four) License Plate Readers.

B. Installation :
1. Install in accordance with the manufacturer's instructions and recommendations to the specified requirements.
2. Miscellaneous installation hardware shall be furnished and installed by the Contractor as indicated in the Drawings and as recommended by the manufacturer's installation instructions.

2.4 ENTRY AND EXIT BARRIERS

Controller:	Multifunction MO24
Speed in one direction:	Adjustable 0.9/1.3/1.8sec.
Duty Cycle:	100%
Operating Temperature:	-22°F – 158°F (-30°C – 70°C)
Supply Voltage:	88VAC-264VAC, 47Hz-63Hz
Power consumption Max. (W):	Speed 0.9 sec.180W
	Speed 1.3 sec. 55W
	Speed 1.8sec. 70W
Housing:	Aluminum IP54
	Powder Coated
Motor:	24V Brushless DC
	Multistage planetary gear
Boom connector	Left or right without alteration

A. Product Requirements:
1. The barrier shall be an Elka Series Parking Barrier model P2500.
2. The barrier shall be compatible with existing equipment and software.
3. Contractor to provide 4 (four) barriers.

B. Installation
1. Install in accordance with the manufacturer's instructions and recommendations to the specified requirements.
2. Miscellaneous installation hardware shall be furnished and installed by the Contractor as indicated in the Drawings and as recommended by the manufacturer's installation instructions.

2.5 CARD REDER

Processor:	400 MHz, ARM11 32-bit RISC processor
Memory:	384MB (256MB Flash, 128MB SDRAM)
Operating System:	Embedded Linux with Verifone security enhancements
Connectivity:	100Mbit LAN, USB-Slave, RS232
	Optional MOB, RS485, GPRS, PSTN, ISDN,
	4X USS-Master, 2'" LAN
Standard Features:	2 SAM slots, 3 control LEDs, buzzer,
	real-time clock
Security:	PCI PTS 3.X-approved
Power:	12VDC power supply, optional 9VDC-4
	2VDC, 2 power-saving modes
Operating Temperature:	-20° to 70° C (-4° to 158° F)

Storage Temperature:	-25° to 70° C (-13° to 158° F)
Relative Humidity:	10% to 90% non-condensing

A. Product Requirements:
   1. The card reader shall be a Verifone UX 300
   2. The card reader must be compatible with existing equipment and software
   3. Contractor to provide 2 (two) card readers.

B. Installation
   1. Install in accordance with the manufacturer's instructions and recommendations to the specified requirements.
   2. Miscellaneous installation hardware shall be furnished and installed by the Contractor as indicated in the Drawings and as recommended by the manufacturer's installation instructions.

2.6 CONTACTLESS CARD READER

Connectivity:	Analog and digital signal
Contactless:	ISO14443 A&B, MiFare, ISO18092 capable, supports major NFC/contactless schemes
Security:	PCI PTS 4.X-approved, SRED, meets EMV L 1 and L2 requirements when connected to UX 300/UX 301
Operating Temperature:	-30° to 70° C (-22° to 158° F)
Storage Temperature:	-30° to 70° C (-22° to 158° F)
Relative Humidity:	10% to 90% non-condensing

A. Product Requirements:
   1. The contactless card reader shall be a Verifone UX 400.
   2. The contactless card reader shall be compatible with the standard card reader in the previous section.
   3. The contactless card reader shall be compatible with existing equipment and software.
   4. Contractor to provide 2 (two) contactless card readers.

B. Installation:
   1. Install in accordance with the manufacturer's instructions and recommendations to the specified requirements.
   2. Miscellaneous installation hardware shall be furnished and installed by the Contractor as indicated in the Drawings and as recommended by the manufacturer's installation instructions.

2.7 INTERCOM STATION

Ip Rating:	IP 50 resistant against dust, dirt, aggressive air
Keyboard:	silicon type, activation force 2 2 N, 1 x 10' cycles
Microphone :	omn1direct1onal electret microphone for max 7 m (23 ft) speaking distance
Loudspeaker:	optimal sound quality, sound pressure 85 dB/1 W/1 m 13 28 ft), 8 Q
Amplifier:	built-in amplifier 2.5 W output power with built-in loudspeaker 1.5 W
Frequency range:	200 - 16,000 Hz

Operating temperature range:	0° C to +50" C (32° F to 122° F)
Storage temperature range:	-20° C to +50° C (-4° F to 122° F)
Plug:	IP Uplink/Downlink shielded RJ 45 modular Jacks Modular Jack 4/4 for connection of headset, headphones

A. Product Requirements:
   1. The intercom station shall be compatible with the equipment and software of the existing intercom system.
   2. Contractor is responsible for confirming compatibility.
   3. Contractor to provide 4 (four) intercom stations.

B. Installation
   1. Install in accordance with the manufacturer's instructions and recommendations to the specified requirements.
   2. Miscellaneous installation hardware shall be furnished and installed by the Contractor as indicated in the Drawings and as recommended by the manufacturer's installation instructions.

2.8 SECURITY CAMERA

Image Sensor:	1/1.8" progressive scan CMOS
Max Resolution (H x V) and Aspect Ratio	
Primary:	(16:9) 2688 x 1520, 2560 x 1440, 1920 x 1080 (4:3) 1984 x 1488
Secondary:	(16:9) 2688 x 1520*, 1920 x 1080, 1280 x 720, 768 x 432, 640 x 360, 512 x 288 (4:3) 1984 x 1488*, 1920 x 1440, 1600 x 1200, 1280 x 960, 768 x 576, 640 x 480, 512 x 384, 384 x 288;
Tertiary:	(16:9) 1280 x 720, 768 x 432, 640 x 360, 512 x 288, 384 x 216 (4:3) 1280 x 960, 800 x 600, 640 x 480, 512 x 384, 368 x 264
Dynamic Range	
WDR Off:	Up to 83 dB
WDR On (IEC 62676):	Up to 106dB (dual exposure, 30 fps) Up to 136dB (triple exposure, 20 fps or less)
WDR On:	Up to 120dB (dual exposure, 30 fps) Up to 144dB (triple exposure, 20 fps or less)
Max Image Rate:	(50 Hz/60 Hz): 50 fps/60 fps in High Frame Rate Mode, otherwise 25 fps/30 fps
Signal-to-Noise Ratio(SNR):	> 50 dB
IR Illumination Max Distance (high power 850 nm LEDs):	70 m (229 ft), full tele 30 m (131 ft), full wide
Minimum Illumination 6 MP & 8 MP:	With IR: 0 lux in monochrome mode Without IR: 0.006 lux in monochrome mode; 0.02 lux in color mode
Horizontal Angle of View Based on Aspect Ratio:	(16:9) 47° – 109° (4:3) 35° – 78°
Vertical Angle of View Based on Aspect Ratio:	(16:9) 26° – 57° (4:3) 26° – 57°
Network:	100BASE-TX
Power Consumption:	25W Max
Power Source:	PoE , PoE+
Operating Temperature:	-50°C to +65°C (-58°F to 149°F)

Startup Temperature:	-40°C to +65°C (-40°F to 149°F)
Absolute Maximum Temperature:	74°C (165°F)
Storage Temperature:	-10°C to +70°C (14°F to 158°F)
Humidity:	0 - 100% non-condensing

A. Product Requirements:
   1. The Security Camera shall be an Avigilon 4.0C-H6A-BO1-IR Bullet Camera.
   2. Contractor is responsible for confirming compatibility with the existing software and equipment.
   3. Contractor to provide 4 (four) security cameras.

B. Installation
   1. Install in accordance with the manufacturer's instructions and recommendations to the specified requirements.
   2. Miscellaneous installation hardware shall be furnished and installed by the Contractor as indicated in the Drawings and as recommended by the manufacturer's installation instructions.

2.9 LANE SIGN

Color Capability:	2 colors (red and green)
Estimated LED Lifetime:	100,000 hours
Horizontal Viewing Angle:	110 degrees
Vertical Viewing Angle:	70 degrees
LED Protection:	Polycarbonate face protects LEDs and internal components
Power:	120 VAC, 60 Hertz
Intensity Control:	Light sensor for automatic nighttime dimming
Character Heights:	5" or 7"
Cabinet Size:	12.4" x 25.8" x 3.7" (7" characters)
Operating Temperature:	30° F to 140° F (-34° C to 60° C)
Communication Options:	RS422, Ethernet/TCP/IP, Switch Input

A. Product Requirements:
   1. The Lane Sign shall be a Daktronics Drop-In Space Availability Display model DF-2053-7-R/G.
   2. Contractor is responsible for confirming compatibility with the existing software and equipment.
   3. Contractor to provide 4 (four) Lane Signs.

B. Installation:
   1. Install in accordance with the manufacturer's instructions and recommendations to the specified requirements.
   2. Miscellaneous installation hardware shall be furnished and installed by the Contractor as indicated in the Drawings and as recommended by the manufacturer's installation instructions.

2.10 RFID READER

13.56 MHz contactless smart cards supported:	iCLASS Seos iCLASS SE standard iCLASS MIFARE Classic MIFARE DESFire EV1
Typical Read Range:	iCLASS Seos: 3.2" (8 cm) iCLASS: 5.2" (13 cm) MIFARE Classic: 3.9" (10 cm) MIFARE DESFire EV1/EV2 3.2" (8 cm)
Operating Voltage Range:	5-16 VDC
Current Draw - Standard Power Mode (mA):	65 @ 16V
Current Draw - Intelligent Power Management (IPM) Mode2 (mA) :	40 @ 16V
Peak Current Draw - Standard Power or IPM Mode (mA):	200 @ 16V
Operating Temperature :	-31º to 150º F (-35º to 65º C)
Storage Temperature:	-67º to 185º F (-55º to 85º C)
Operating Humidity:	5% to 95% relative humidity non-condensing
Environmental Rating:	Indoor/Outdoor IP55; IP65 if installed with optional gasket
Transmit Frequency:	13.56 MHz

A. Product Requirements:
   1. The RFID Card Reader shall be an HID® iCLASS® SE™ R10 920N.
   2. Contractor is responsible for confirming compatibility with the existing software and equipment.
   3. Contractor to provide 2 (two)RFID Readers.

B. Installation
   1. Install in accordance with the manufacturer's instructions and recommendations to the specified requirements.
   2. Miscellaneous installation hardware shall be furnished and installed by the Contractor as indicated in the Drawings and as recommended by the manufacturer's installation instructions.

2.11 STATION SWITCH

Architecture:	MIPSBE
CPU:	QCA8511
CPU core count:	1
CPU nominal frequency:	400 MHz
Switch chip model:	QCA8511
Operating System:	RouterOS
RAM:	128 MB
Storage size:	16 MB
Storage type:	FLASH
Tested ambient temperature:	-20°C to 60°C

A. Product Requirements:
   1. The Station Switch shall be a Mikrotik model CRS112-8P-4S-IN.
   2. Contractor is responsible for confirming compatibility with the existing software and equipment.
   3. Contractor to provide 4 (four) Station Switches.
B. Installation:
   1. Install in accordance with the manufacturer's instructions and recommendations to the specified requirements.
   2. Miscellaneous installation hardware shall be furnished and installed by the Contractor as indicated in the Drawings and as recommended by the manufacturer's installation instructions.

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Parkhill

MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)

PROPOSED VEHICLE PARKING LOT P6-REBID

Midland, Texas

2:00pm, Thursday, February 12, 2026

Parkhill Project No. 9766.18.01

City Project No. 900495

Bidder	Base Bid	Bid Alternate #1	Additive Total
Boler Equipment Services, Inc	$ 5,592,914.13	$ 334,947.60	$ 5,927,861.73
Cerris Builders	$ 5,844,700.01	$ 300,000.00	$ 6,144,700.01
Onyx General Contractors, LLC	$ 6,419,807.37	$ 617,754.35	$ 7,037,561.72
Reece Albert, Inc	$ 6,055,586.70	$ 526,250.00	$ 6,581,836.70

City Council Meeting

Item Number: 11.
Meeting Date: March 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF RUCKUS ADDITION, SECTION 3, BEING A REPLAT OF LOT 1, BLOCK 1, RUCKUS ADDITION, AND A 70.15-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST LOOP 250 NORTH AND NORTH FAIRGROUNDS ROAD)

Purpose:

Parkhill, on behalf of Lone Star Sanctuary for Animals, LLC, and Jack and Dolores McCall Foundation, is requesting to replat the property located at 4200 North Fairgrounds Road and a 70.15-acre tract of land located on the east side of North Fairgrounds Road into nine lots for future commercial development.

Current Zoning:

MF-16, Multiple-Family Dwelling District, in part, RR, Regional Retail District, in part, SF-3, Single-Family Dwelling District, in part, PD, Planned Development District for a Housing Development, in part, and PD, Planned Development District for a Shopping Center, 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, planning/zoning requirements, established setbacks, Health department regulations, 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 comments, if any. [For Applicant’s Information Only.]

PAVING: Fairgrounds roadway okay as is. Loop 250 Frontage road is TxDOT facility, built and maintained by TxDOT, no improvements required excluding driveways and curb cuts. [For Applicant’s Information Only.]

WATER: None existing. Construct water to City standards along entire platted frontage, or request deferral. [Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)]

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: None existing. Construct water to City standards along entire platted frontage, or request deferral. [Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)]

DRAINAGE: Drainage report is required during preliminary stage of the platting process. [Reference Midland City Code 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.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

Provide this project’s share of a 150 ft total right-of-way (75 ft half-street right-of-way) on major arterial road frontages. [Reference City Code Section 11-2-5(C)2.]

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant’s information only.]

FIRE: (Approved)

No comments or objections.

OIL AND GAS: (Approved with Conditions)

No oil & gas issues

GIS: (Approved)

Please ensure that boundary calls all go in clockwise direction. (two calls need to have direction reversed) Calls do not close, please check eastern calls. Dyno Addition does not appear to be a part of this plat, check legal description. Street named Ann is already taken, please rename. Label surrounding subdivisions.

ADDRESSING: (Approved with Conditions)

Need to better understand the access points to the different lots to determine which streets to address from.

CRMWD: (Approved)

We do not have any comments on this plat.

HEALTH DEPARTMENT: (Approved)

Yes, the health department will review applications from the 8 proposed lots of Ruckus Addition, Section 3, PLAT OF A 111 ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 38, T-1-S, T. & P. RR. CO. SURVEY A REPLAT OF LOT 1, BLOCK 1, RUCKUS ADDITION AND LOT 1 BLOCK 1 DYNO ADDITION CITY AND COUNTY OF MIDLAND TEXAS, block 2 lot 2 is 50 acres, block 2 lot 3 is 20 acres, block 2 lot 4 is 1.4 acre, block 2 lot 1 is 18 acres, block 1 lot 1 is 5 acres, block 1 lot 2 is 9 acres, block 1 lot 3 is 3 acres, block 1 lot 4 is 2 acres, to ensure the proposed plans on the application for the septic system will meet the setbacks from the water well on the property and the water wells on the adjacent properties.

PLANNING: (Approved)

For the certificate of approval, update the chairman to “Joshua Sparks" [Informational]

Have your legal description match the one I have provided [Informational]

The owners certificate shows the owner as “Gordon Partners Management, LLC.” This is different from the two owners you listed under the owners’ information. Please have this changed to reflect the correct owners, and provide a second owner certificate for the additional owner [Midland City Code 11-2-3(A)1(a)(2)]

Provide proof of ownership at final plat submittal [Midland City Code 11-2-3(A)1(a)(2)]

Provide both owners' phone numbers [Midland City Code 11-2-3(A)1(a)(2)]

Label the Acknowledgment [Informational]

In the acknowledgment, make sure you have the correct owner's name [Informational]

Notes #3 is struck-through. Either remove the note or remove the strike-through. [Informational]

In addition to the replat, a zone change is in process [Informational]

This plat exceeds 25-acres. Therefore, the preliminary plat must be approved by City Council. [Midland City Code 11-2-3(D)11(a)]

Staff recommends approval of the Preliminary Plat of Ruckus Addition, Section 3, subject to the following conditions.

Conditions:

A. All certificates must be written as detailed in Section 11-2-3 Platting Procedures by Final Plat submittal. [11-2-3(H)3(m)(1)]

B. Proof of ownership must be provided at final plat submittal. [11-2-3(H)3(m)(1)]

C. That a zone change to a zoning district which allows the proposed lot dimensions be approved by City Council before final plat submittal. [11-2-3(D)8(b)]

D. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]

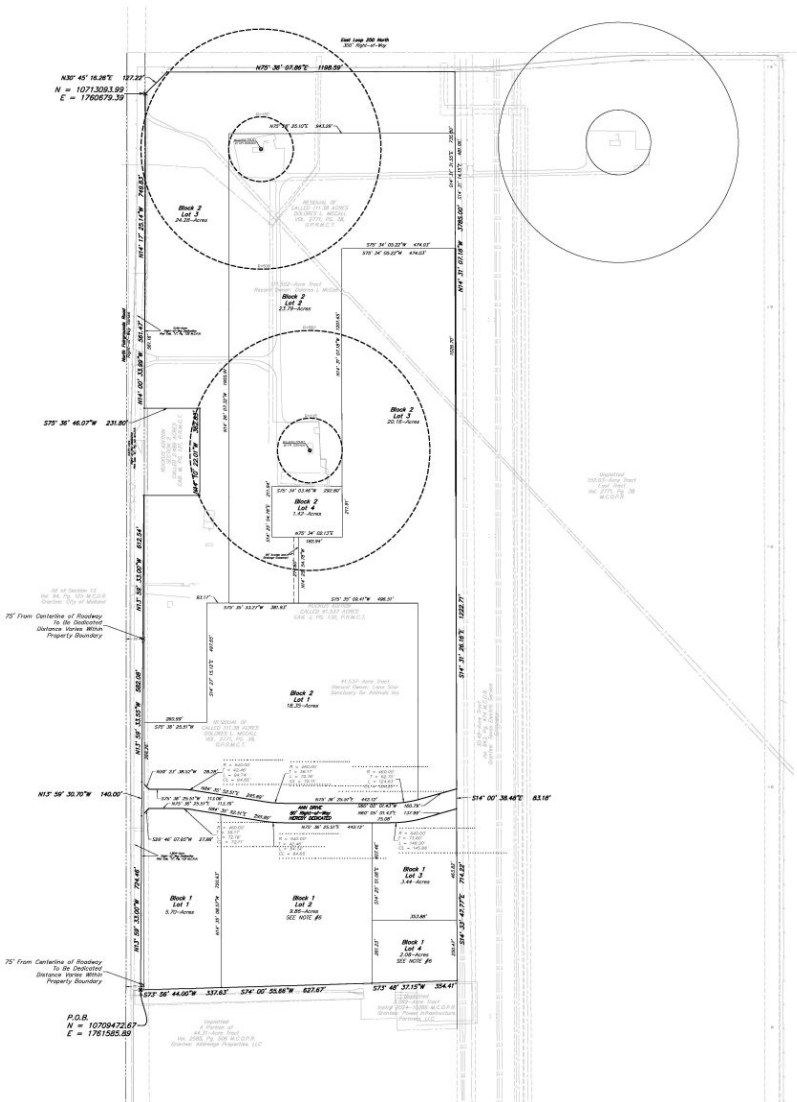
E. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more. [11-2-3(D)11(a)(6)].

F. 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. P-26-2485, Combined Documents
B. CC - - Ruckus Addition, Section 3 Prelim

Britton Murry, Development Services	Created/Initiated - 3/6/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/17/2026
Jose Ortiz, City Manager	Approved - 3/17/2026
Morris Williams, City Manager	Approved - 3/17/2026
Jan Hamilton, City Secretary	Final Approval - 3/18/2026



LEGEND:

- ● = Found Monument.
- ○ = Set 1/2" iron rod with a plastic cap marked "PARKHILL RPLS 6889" unless otherwise specified.

M.C.O.R. = Midland County Deed Records
M.C.O.P.R. = Midland County Official Public Records
M.C.P.R. = Midland County Plat Records

- = Plat Limits Boundary Line
- = Tract/Deed/Plat Adjoiner Lines
- = Section/Abstract Line
- = Existing Easement Line
- = Proposed Easement Line

0' 200' 400'
Original Scale: 1" = 200'

RUCKUS ADDITION SECTION 3

Being a plat of 70.153 acres in Section 30, Block 38, T-1-S, T.&P. RR. Co. Survey, Official Public Records of Midland County, Texas, and a replat of Lot 1, Block 1, Ruckus Addition, Instrument Number: 2016-13309 for a total of 111.69 acres located in the City and County of Midland, Texas.

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, GORDON PARTNERS MANAGEMENT, LLC is the record owner of a tract of land located in Section 4, Block 38, T-2-S, T.&P. RR. Co., Abstract No. 732, Midland County, Texas and more particularly described, shown on the plat hereon.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS :

That we, MIDLAND COUNTY, do hereby adopt this plat designating the herein above described property as RUCKUS ADDITION, SECTION 3 to the 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:_____
Matthew Gordon Managing Partner

STATE OF TEXAS :
COUNTY OF MIDLAND :

This instrument was acknowledged before me on_____by Matthew Gordon on behalf of Gordon Partners Management, LLC.

_____
Notary Public Signature

CERTIFICATE OF APPROVAL

For approval by the commission:

This is to certify that the above and foregoing plat of RUCKUS ADDITION, SECTION 3 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

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)

SPECIAL STATE PLANE COORDINATE NOTE

Bearings, coordinates, distances and areas are relative to the Texas State Plane Coordinate System, Central Zone (4203), North American Datum. Grid factor of 0.99993016 and a theta angle equal to -0°31'02.8" at a 1/2-inch iron rod with a plastic cap marked "PSC CONROL"point control point having the following coordinates: NORTHING = 10,694,268.73 and EASTING = 1,764,521.00 in U.S. Survey Feet. All distances are grid and areas are calculated based upon grid distances.

FLOOD ZONE INFORMATION

Based on the U.S. Department of Housing and Urban Development, Federal Insurance Administration, Flood Hazard Boundary Map, Community Number 481038, Map Number 48329C0100C, Panel 100 of 325, revised September 26, 2008, portions of the surveyed property are located in the current flood zone classification Zone X.

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 building can 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. The boundaries of the 100-year floodplain (and floodway) as shown hereon are as designated by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), Community Number 480477, Map Number 48329C0100C, Panel 100 of 325, revised September 26, 2008, and are subject to current information regarding flood hazard areas, including the minimum slab or floor elevation required for construction on any lot located wholly or partly within the 100-year floodplain, may be obtained from the City of Midland. Before any development (including fill, channel modification, etc.) proceeds on any land encumbered by the 100-year floodplain, or within any floodway, a copy of the development permit application must be filed in the City of Midland.
6. Blanket Reciprocal Access granted between Block 1, Lot 2 and Lot 4.

SURVEYOR 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 on May 19, 2025 and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. RELEASED FOR REVIEW 1-21-2026.

Franklin Leamons, R.P.L.S. #6889

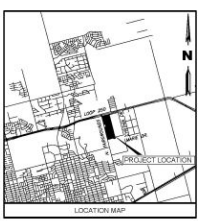
January 21, 2026
Date:

OWNER
JACK O. MC CALL
DOLORES L. MC CALL FOUNDATION
P.O. BOX 2286
MIDLAND, TX 79702

LONE STAR SANCTUARY FOR ANIMALS INC
4200 N FAIRGROUNDS RD
MIDLAND, TX 79705

DEVELOPER
GORCAP LLC
GORDON PARTNERS, LLC
4900 WOODWAY DR, SUITE 1125
HOUSTON, TX 77056

ENGINEER:
PARKHILL
1700 WEST WALL STREET, SUITE 100
MIDLAND, TEXAS 79701



LOCATION MAP

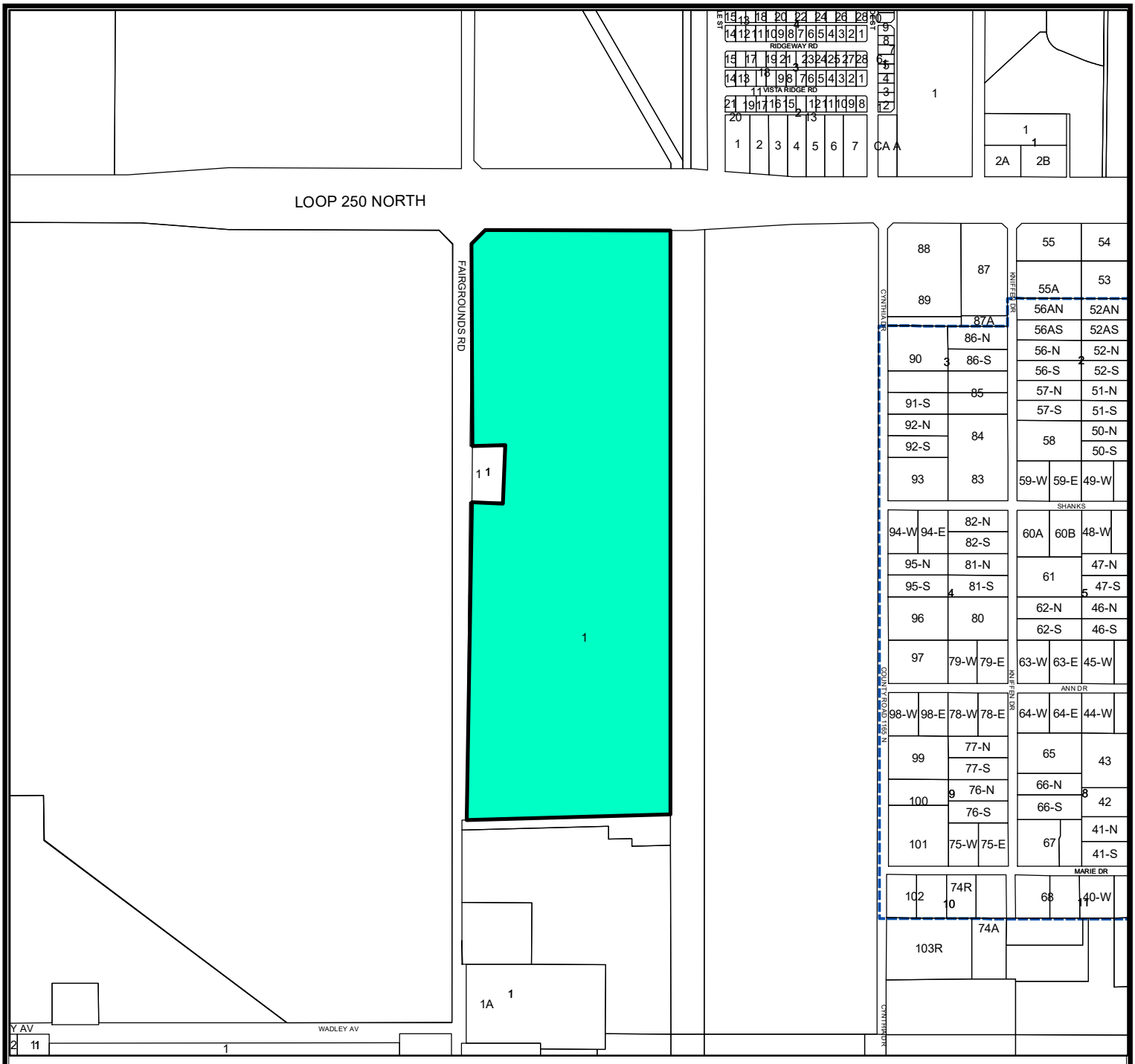
PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____

DATE _____

RUCKUS ADDITION
SECTION 3

Parkhill
TBPELS FIRM REGISTRATION NO. 10194091



Location Map

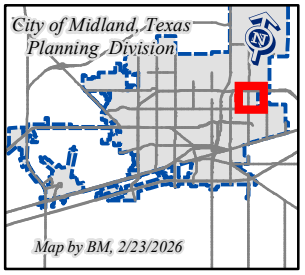
SUB-26-0943 **Scale: 1" = 925'**

Proposed plat of Ruckus Addition, Section 3, being a replat of Lot 1, Block 1, Ruckus Addition, and a 70.15-acre tract of land out of Section 30, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of East Loop 250 North and North Fairgrounds Road. (Council District 2)

LEGEND

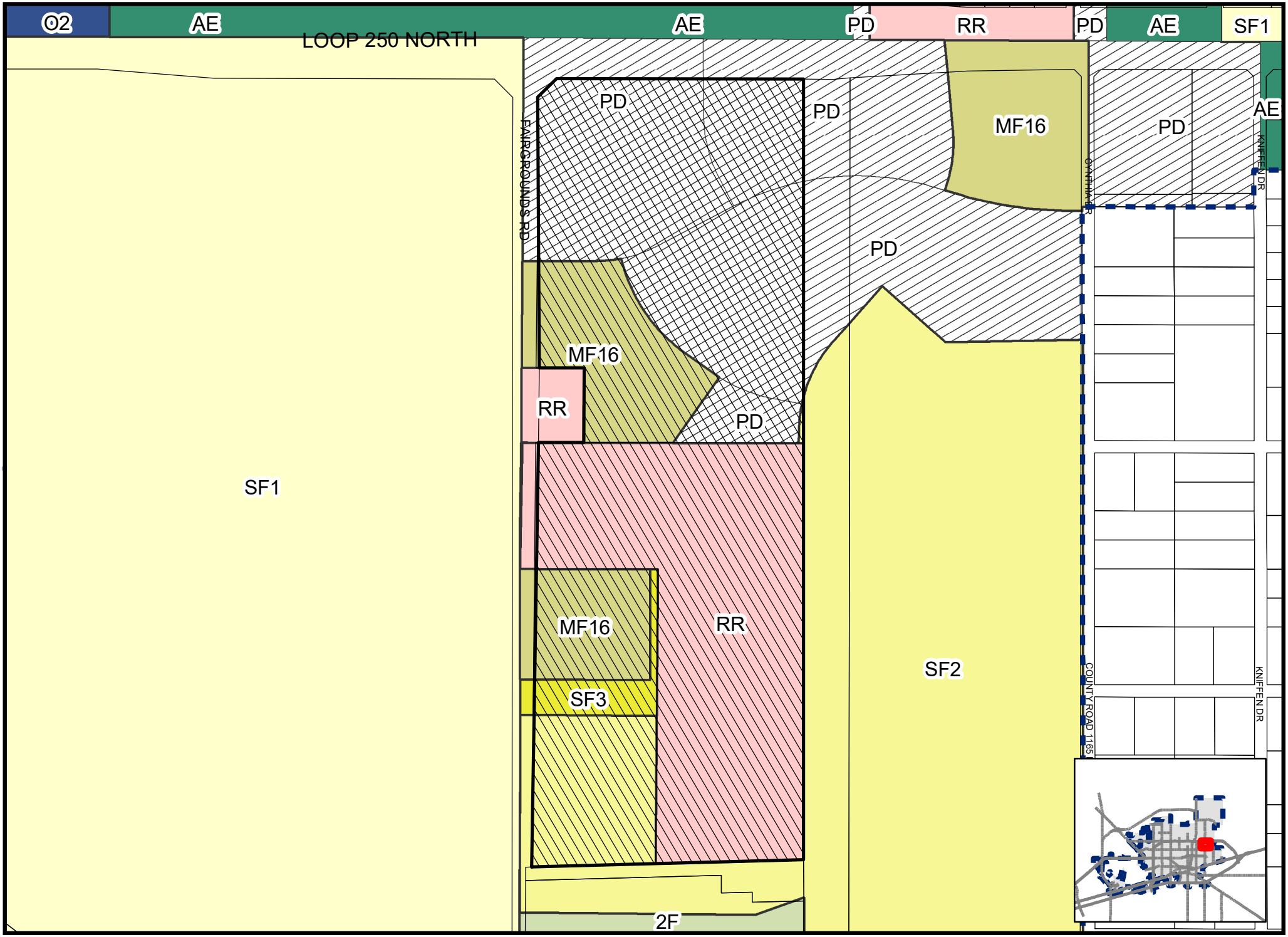
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©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.



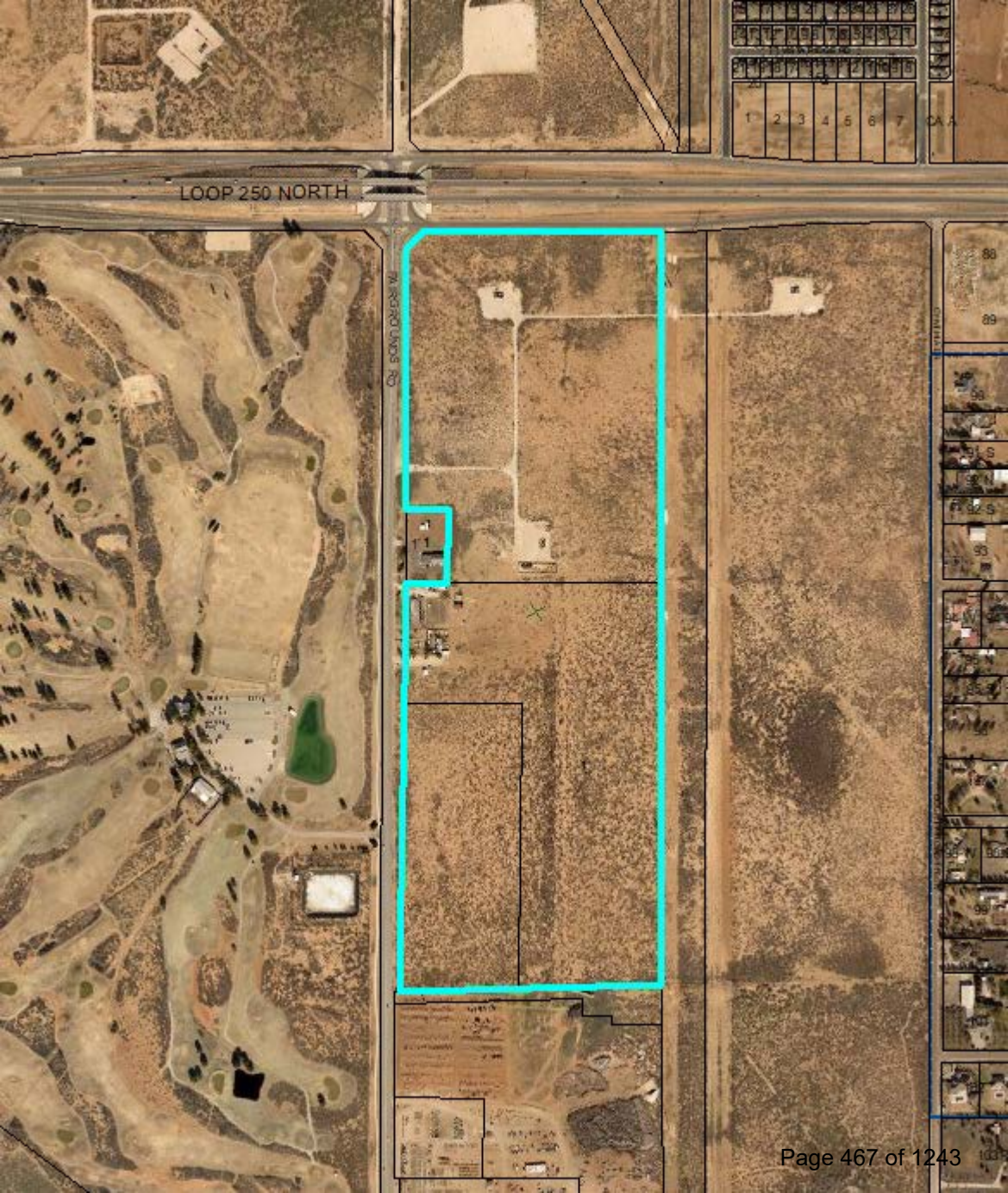
Map by BM, 2/23/2026

SUB-26-0943

Scale: 1" = 582'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS MAP.


LOOP 250 NORTH

ITEM

PRELIMINARY PLAT

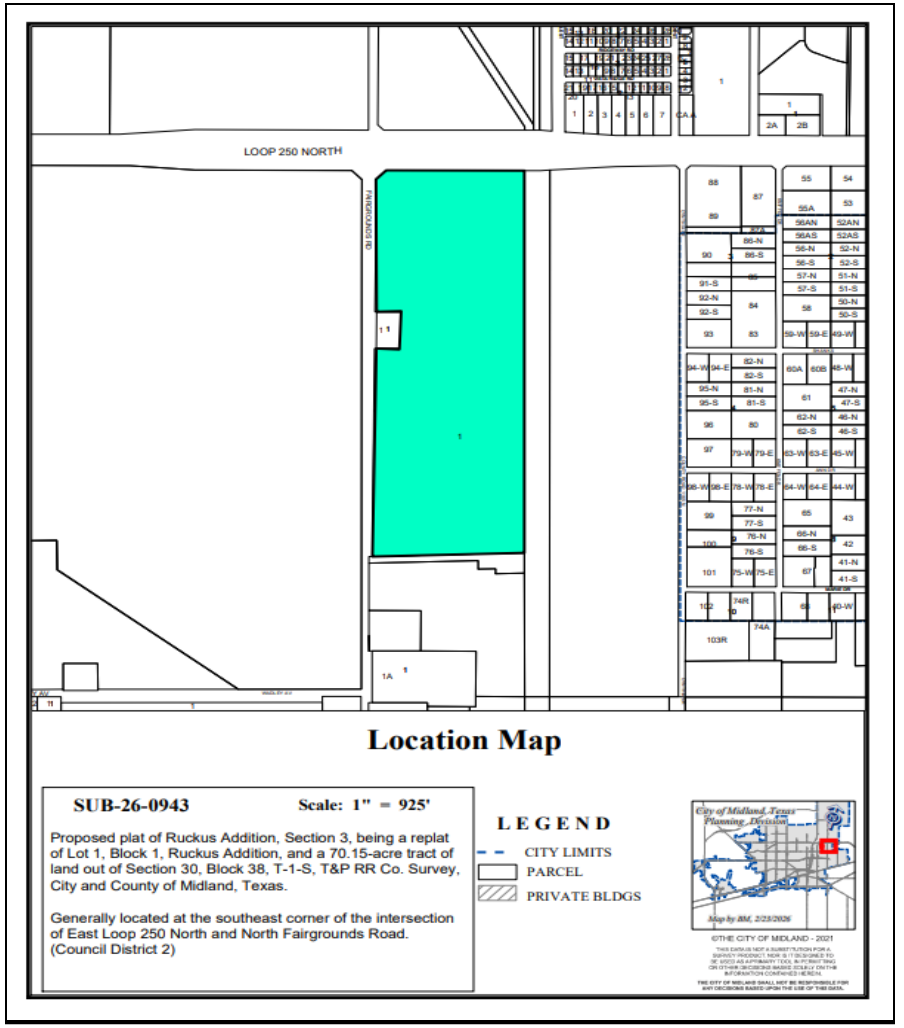
RUCKUS ADDITION, SECTION 3

Visit Our Website

MIDLANDTEXAS.GOV

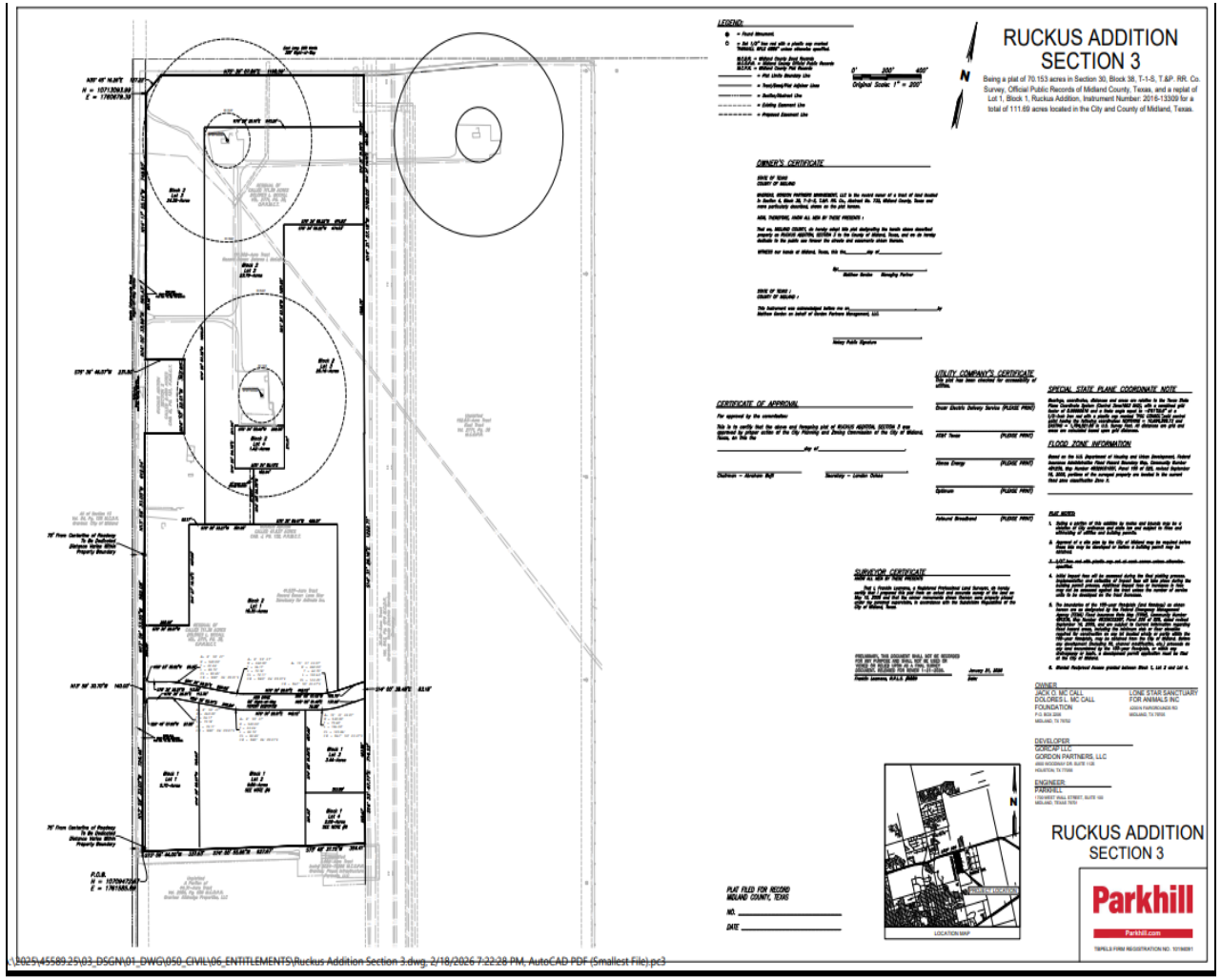
APPLICATION SUMMARY

- **Developer:** Gorcap, LLC
- **Property Owner:** Lone Star Sanctuary for Animals Inc, and Jack & Dolores McCall Foundation
- **Representative:** Josh Wallender, with Parkhill
- **Location:** Generally located at the southeast corner of the intersection of East Loop 250 North and North Fairgrounds Road. (Council District 2)
- **Reason for Request:** For future commercial development



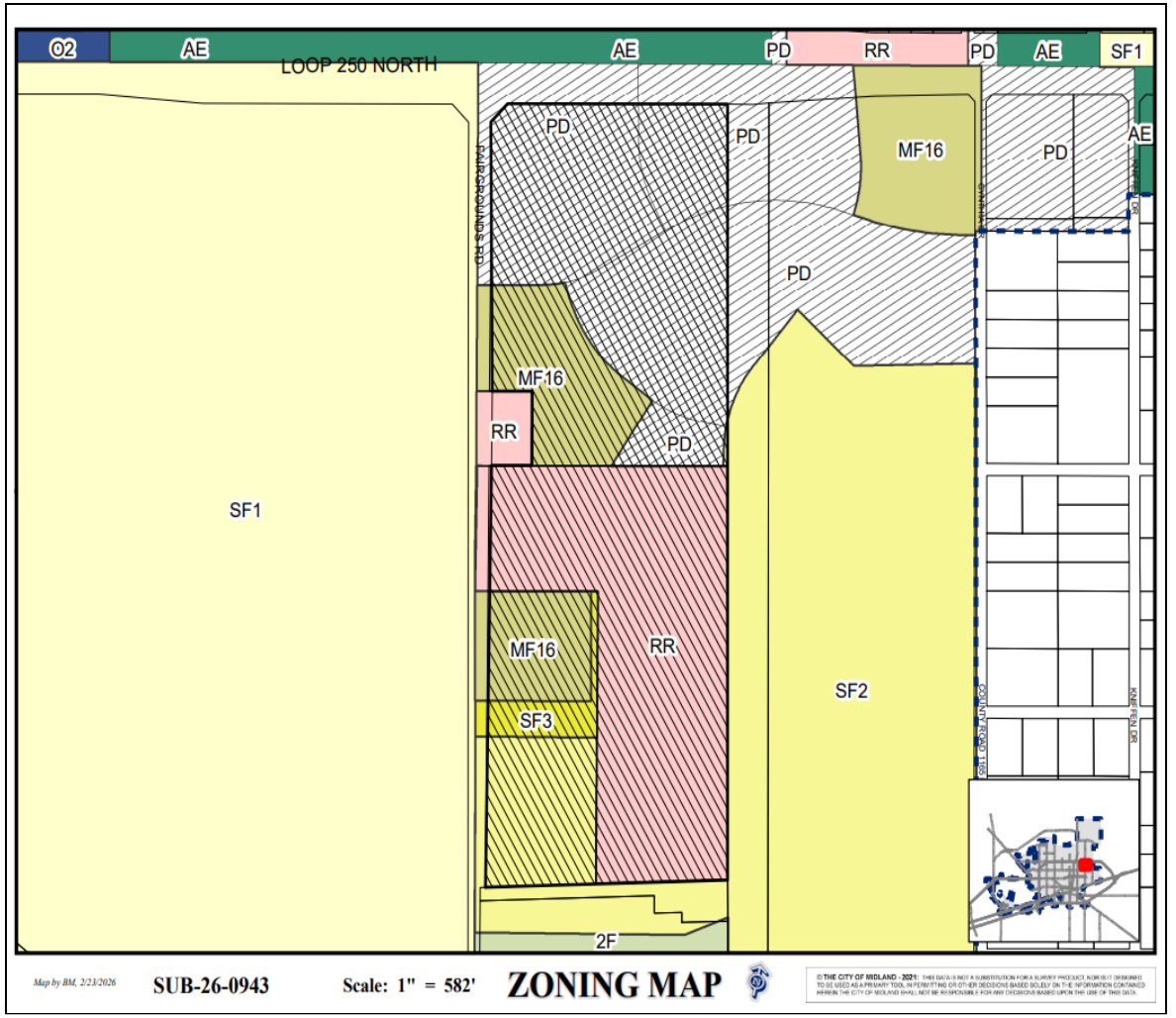
PLAT DETAILS

- **Acreage:** 111.69 acres
- **Number of Existing Lots:** 1
- **Number Proposed Lots:** 9



ZONING

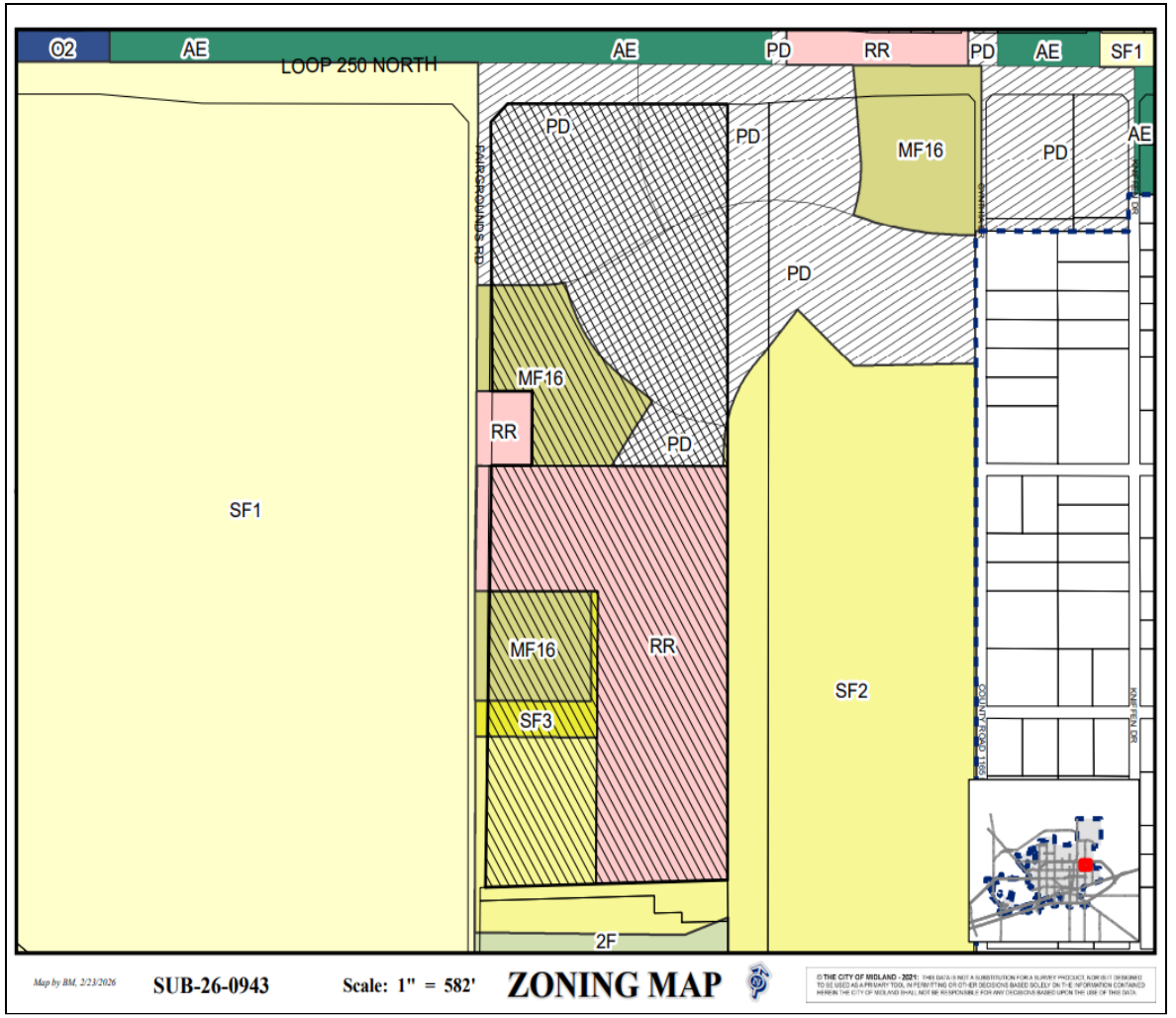
- **Current Zoning:** MF-16, Multiple-Family Dwelling District, in part, RR, Regional Retail District, in part, SF-3, Single-Family Dwelling District, in part, PD, Planned Development District for a Housing Development, in part, and PD, Planed Development District for a Shopping Center, in part
- **Surrounding Zoning:**
  - **North:** PD, Planned Development District for a Shopping Center



MIDLAND
Be the Energy!

ZONING

- **Surrounding Zoning:**
  - **South:** SF-2, Single-Family Dwelling District
  - **East:** SF-2, Single-Family Dwelling District, PD, Planned Development District for a Housing Development, and PD, Planned Development District for an Office Center
  - **West:** SF-1, Single-Family Dwelling District



MIDLAND
Be the Energy!

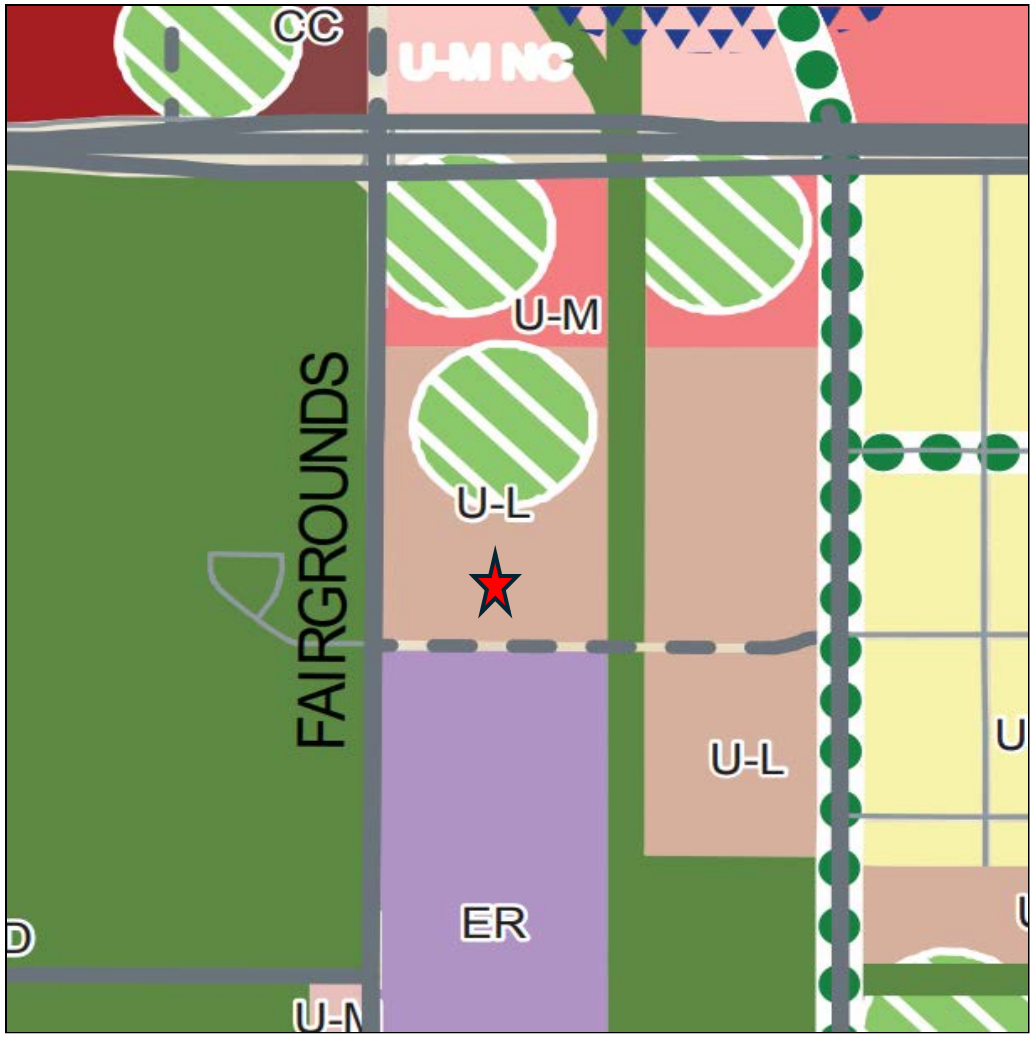
LAND USE

- **Current Use:** Vacant Land and Animal Shelter
- **Surrounding Uses:**
  - **North:** Loop 250 North
  - **South/East:** Vacant Land
  - **West:** Golf Course
- **Proposed Use:** Commercial Use

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-Medium, (U-M), in part, Urban-Low, (U-L), in part, and Employment Reserve, (ER), in part
- **Supported Uses for :** A wide-variety of non-residential uses are included in all three of these designations.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

RELATED ITEMS

- In addition to the replat, a zone change request has been submitted for this property.

STAFF'S RECOMMENDATION

- The Planning and Zoning Commission approved the preliminary plat on March 2, 2026.
- Staff recommends approval of this request with the following conditions:

A. All certificates must be written as detailed in Section 11-2-3 Platting Procedures by Final Plat submittal. [11-2-3(H)3(m)(1)]

B. Proof of ownership must be provided at final plat submittal. [11-2-3(H)3(m)(1)]

C. That a zone change to a zoning district which allows the proposed lot dimensions be approved by City Council before final plat submittal. [11-2-3(D)8(b)]

D. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]

STAFF'S RECOMMENDATION

E. 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. [11-2-3(D)11(a)(6)].

F. 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: 12.
Meeting Date: March 24, 2026
To: City Council
From: Lori Elliott, Planner
Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDATIONS, A PRELIMINARY PLAT OF LIMESTONE ADDITION, SECTION 1, BEING A PLAT OF A 54.49-ACRE TRACT OF LAND OUT OF SECTIONS 11 AND 14, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH COUNTY ROAD 1250 AND WEST INTERSTATE 20 SERVICE ROAD)

Purpose:
Maverick Engineering, on behalf of Marlin Muscat Properties, LLC, and Northspur Properties, LLC, is requesting to plat a 54.49-acre tract of land located on the east side of South County Road 1250 into 11 lots for future industrial development.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Discussion:

BUILDING CODE: (Approved)

ETJ, no jurisdiction

SURVEYOR: (Approved)

Everything looks good, plat closes, shot the west side property corners, east side property corners did not seem to be set yet.

ENGINEERING: (Approved)

IMPACT FEES: There are no impact fees associated with this plat. Plat outside designated

service areas. [For Applicant’s Information Only.]

ROW: Refer to transportation's comments, if any. [For Applicant’s Information Only.]

PAVING: Deferral request is currently under review. [For Applicant’s Information Only.] W I-20 Frontage road is TxDOT facility, built and maintained by TxDOT, no improvements required. [For Applicant’s Information Only.]

WATER: Deferral request is currently under review. [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: Deferral request is currently under review. [For Applicant’s Information Only.]

DRAINAGE: Drainage report has been approved for platting purposes. [For Applicant’s Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant’s Information Only.]

SIDEWALKS: Required with building permit. [For Applicant’s Information Only.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved with Conditions)

No objections to plat. [For the Applicant’s information only.]

FIRE: (Approved)

No comments or objections.

GIS: (Approved)

Provide distances to the 60'x60' access easements. Also, provide calls for said easements. Are "No Driveway Access" needed? Is there a new easement being dedicated on top of the USA lease?

PLANNING: (Approved with Conditions)

Change name of Chairman to “Joshua Sparks” [Informational]

Change date on all certificates so that it reads “2026”

Staff recommends approval of the Preliminary Plat of Limestone Addition, Section 1, subject to

conditions A through C.

Conditions:

A. All certificates must be written as detailed in Section 11-2-3 Platting Procedures by Final Plat submittal. [11-2-3(H)3(m)(1)]

B. 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. [11-2-3(D)11(a)(6)].

C. 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:

Proposed Preliminary Plat
Application
Location Map
Aerial Photo
PowerPoint Presentation

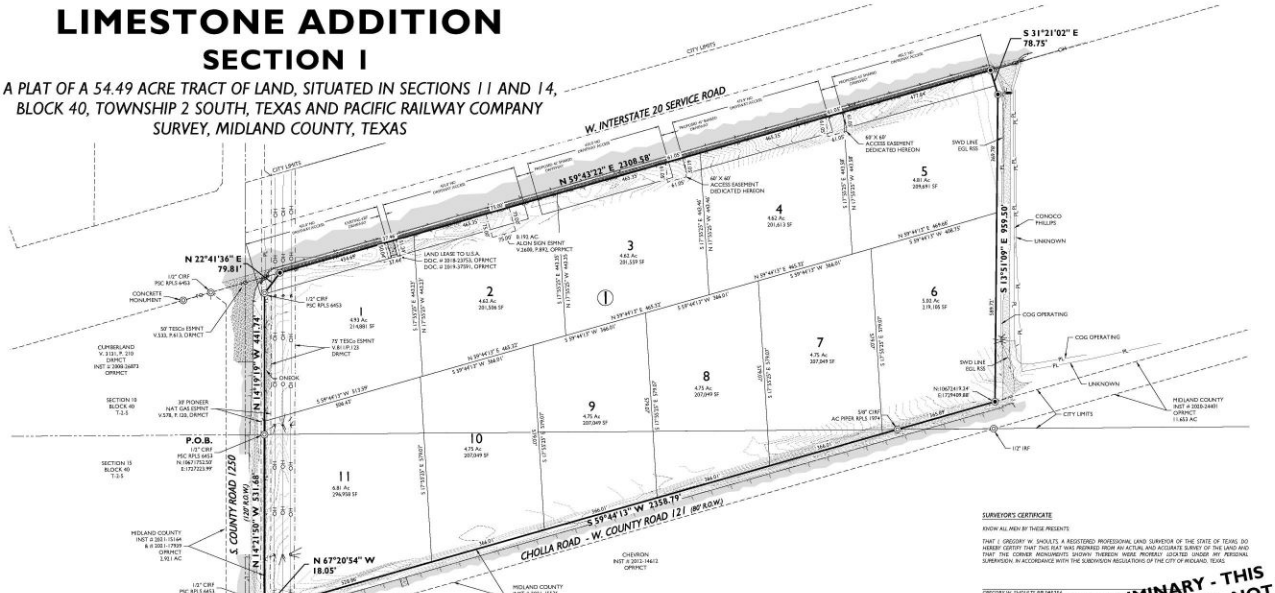
Attachments:

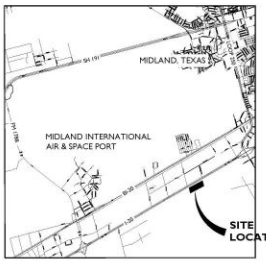
A. P-26-2479, Limestone Addition, Section 1, Combined
B. CC - - Limestone Addition, Section 1 Preliminary

Lori Elliott, Development Services	Created/Initiated - 3/4/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/17/2026
Jose Ortiz, City Manager	Approved - 3/17/2026
Morris Williams, City Manager	Approved - 3/17/2026
Jan Hamilton, City Secretary	Final Approval - 3/18/2026

LIMESTONE ADDITION
SECTION 1

A PLAT OF A 54.49 ACRE TRACT OF LAND, SITUATED IN SECTIONS 11 AND 14, BLOCK 40, TOWNSHIP 2 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS





VICINITY MAP
N.T.S.

LEGEND

- SET 1/2-INCH IRON ROD WIRED PLASTIC CAP MARKED "MAVERICK FIRM #10194614"
- FOUND MONUMENT AS NOTED
- BOUNDARY LINE
- PROPERTY LINES
- EASEMENT LINE
- SECTION LINE
- PL — UNDERGROUND PIPELINE

O.P.R.M.C.T. — OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
P.R.M.C.T. — PLAT RECORDS, MIDLAND CO., TX
D.R.M.C.T. — DEED RECORDS, MIDLAND CO., TX

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

METES & BOUNDS

FIELD NOTE DESCRIPTION OF A 54.49 ACRE TRACT OF LAND, SITUATED IN SECTIONS 11 AND 14, BLOCK 40, TOWNSHIP 2 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED TRACT 20 IN DOCUMENT NUMBER 2008-26873 RECORDED IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (ORs) OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING *AT Nsp:10677152.50, E:sp:1577223.99, A ONE HALF INCH IRON ROD WITH A CAP MARKED "PSC RPLS 6453" (PSC) FOUND AT A POINT ON THE LINE COMMON TO SAID SECTIONS 11 AND 14, IN THE EAST RIGHT OF WAY LINE OF A CALLED 2.921 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2021-15164, IN SAID "ORR" FOR SOUTH COUNTY ROAD 1250 AT AN ANGLE CORNER HEREOF;*

THENCE *N 14°19'09" W, ALONG SAID SOUTH COUNTY ROAD 1250, 441.74 FEET TO A "PSC" FOUND AT A CUTBACK CORNER HEREOF;*

THENCE *N 22°41'36" E, ALONG SAID CUTBACK 79.81 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM #10194614" SET ON THE SOUTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 20 AS DESCRIBED IN DOCUMENT NUMBER 1974-1765 BY VOLUME 577 ON PAGE 1, IN SAID "ORR" FOR THE NORTHWEST CORNER HEREOF;*

THENCE *N 59°43'22" E, ALONG SAID INTERSTATE HIGHWAY 20, 2308.58 FEET TO AN "IRC" SET FOR A CUTBACK CORNER HEREOF;*

THENCE *S 31°21'02" E, ALONG SAID CUTBACK, 78.75 FEET TO AN "IRC" SET FOR THE EAST NORTHEAST CORNER HEREOF;*

THENCE *S 13°51'09" E, SEVERING SAID CALLED "TRACT 20", 959.50 FEET TO AN "IRC" SET ON THE NORTH RIGHT OF WAY LINE OF A CALLED 11.653 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2020-24401 IN SAID "ORR" FOR EAST CHOLLA ROAD AND THE SOUTHEAST CORNER HEREOF;*

THENCE *S 59°44'13" W, ALONG SAID "CHOLLA ROAD", AT 2117.27 FEET PASSING A RIVE BIGHTING INCH IRON ROD WITH AN ALUMINUM CAP MARKED "RPLS RG 1974" FOUND ON THE LINE COMMON TO SAID SECTIONS 11 AND 14, BEING THE TERMINATION OF SAID CALLED 11.653 ACRE TRACT AND THE BEGINNING OF A CALLED 4.368 ACRE TRACT IN DOCUMENT NUMBER 2021-15536 IN SAID "ORR", IN ALL 2358.19 FEET TO A "PSC" FOUND FOR A CUTBACK CORNER HEREOF;*

THENCE *N 67°20'54" W, ALONG SAID CUTBACK, 18.05 FEET TO A "PSC" FOUND AT THE SOUTHEAST CORNER OF SAID CALLED 2.92 ACRE TRACT FOR THE WEST SOUTHWEST CORNER HEREOF;*

THENCE *N 14°21'59" W, ALONG SAID CALLED 2.921 ACRE TRACT 551.68 FEET TO THE* ***POINT OF BEGINNING***

CONTAINING 2373524 SQUARE FEET OR 54.49 ACRES OF LAND.

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 LOTS ARE 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 #48329C0280E DATED SEPTEMBER 16, 2020, 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.

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

ATMOS ENERGY
BY: _____

AT&T
BY: _____

UTILITY COMPANY
BY: _____

ASTOUND BROADBAND
BY: _____

ONCOR ELECTRIC DELIVERY
BY: _____

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, GREGORY W. SHOLETS, 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. SHOLETS #6365356
MAVERICK ENGINEERING LTD FIRM #10194614
1909 W. WALL STREET, SUITE K
MIDLAND, TX 79701

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS MARLIN MUSCAT PROPERTIES, LLC AND NORTHPEAR PROPERTIES, LLC, IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTIONS 11 & 14, BLOCK 40, T-2-S, T&P RWY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT MARLIN MUSCAT PROPERTIES, LLC AND NORTHPEAR PROPERTIES, LLC, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS LIMESTONE ADDITION, SECTION 1, AN ADDITION TO MIDLAND COUNTY, 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

JOHN PETERS, MANAGER - MARLIN MUSCAT PROPERTIES, LLC AND NORTHPEAR PROPERTIES, LLC

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

THIS PLAT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025
BY: _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF APPROVAL

FOR APPROVAL BY COMMISSION:

THIS IS TO CERTIFY THAT THE ABOVE AND FORGOING PLAT OF LIMESTONE ADDITION, SECTION 1, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS ON THIS

_____ *DAY OF* _____, 2025

ABRAHAM REJÓ, CHAIRMAN

LANDON OCHOA, SECRETARY

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____

DATE _____

PROPERTY OWNER

MARLIN MUSCAT PROPERTIES, LLC
AND NORTHSPUR PROPERTIES, LLC
PO BOX 1595, EMPIRE SPRINGS TX 78620
DEED: INSTRUMENT # 2025-12112
PHONE # (512) 806-6290

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194614
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

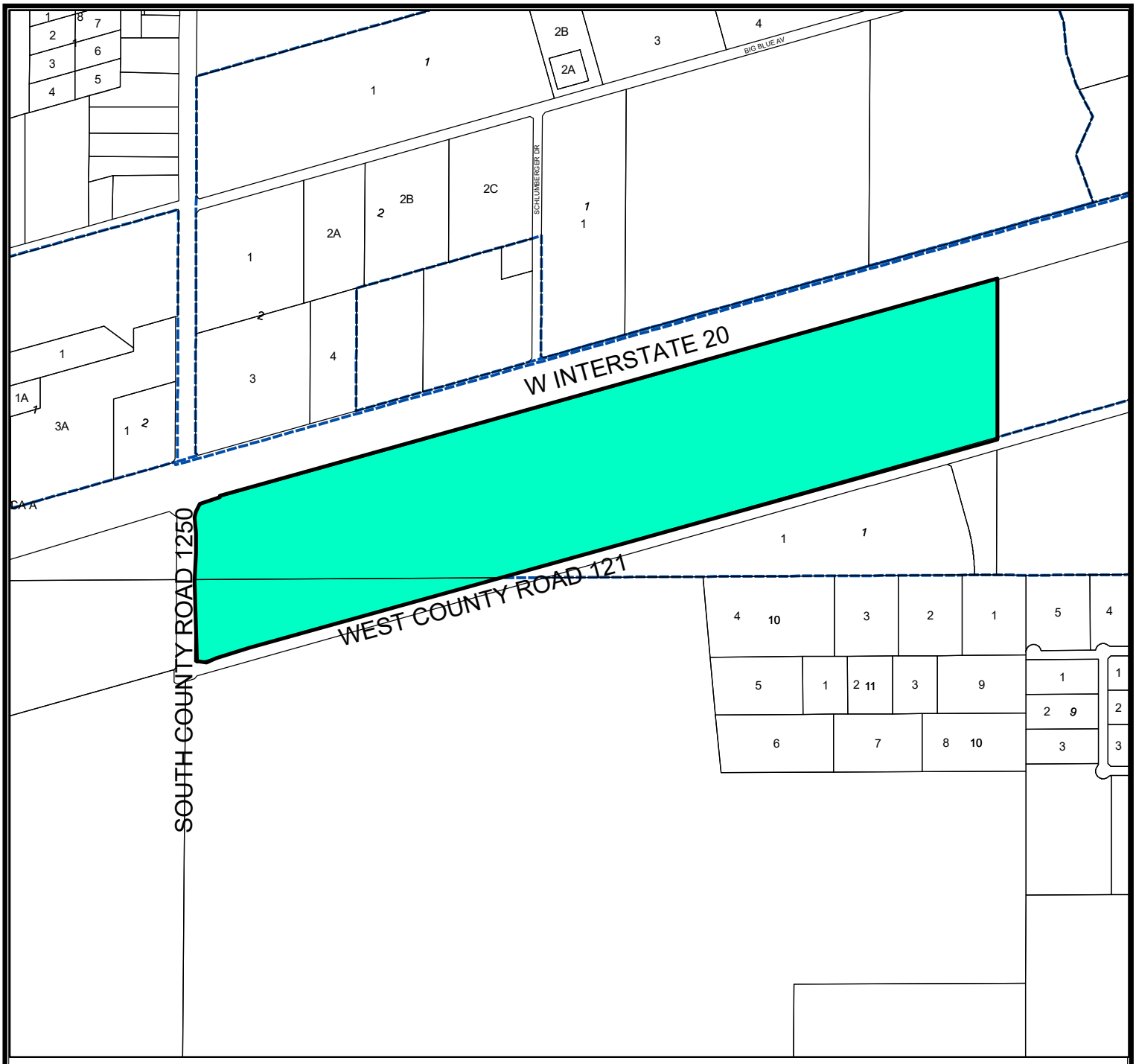
LIMESTONE ADDITION
SECTION 1

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM (1983, U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE ANGLE of 0°17'44.73" AND A COMBINED SCALE FACTOR OF 0.99983356 AT NGS MP 2 MAP.*
2. *1/2 INCH ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194614" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED. ~~~~~ WW*
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 IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKING 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 PROPERTY IS WITHIN THE MIDLAND INTERNATIONAL AIR AND SPACE PORT AOZ-4 ZONE. SEE NOTE ON THIS SHEET FOR DETAILS.*

AOZ-4 AIRPORT OVERLAY DISTRICT (NOTE PER 11-11-11 A (2)

ANY PERSON WHO DESIRES TO ERECT A NEW STRUCTURE OR REBUILD, REPLACE, OR ENLARGE AN EXISTING STRUCTURE OR ESTABLISH A NEW USE OR SUBSTANTIALLY CHANGE AN EXISTING USE IN THE AOZ-4 MUST APPLY FOR AND RECEIVE A PERMIT. A PERMIT SHALL BE GRANTED UNLESS THE NEW STRUCTURE OR THE NEW USE WOULD BE A HEIGHT HAZARD OR A PROHIBITED LAND USE AS SET FORTH IN SECTION 11-11-8, 11-11-9, AND TABLE 1 OF THIS CHAPTER OR WOULD OTHERWISE VIOLATE THIS CHAPTER. APPLICATIONS FOR PERMITS SHALL BE SUBMITTED TO AND ISSUED BY THE CITY OF MIDLAND BUILDING OFFICIAL.



Location Map

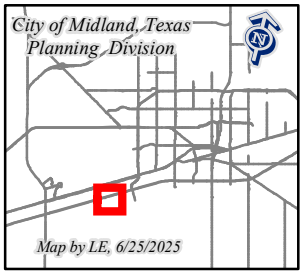
SUB-25-0864 **Scale: 1" = 6,000'**

Proposed plat of Limestone Addition, Section 1, being a plat of a 54.49-acre tract of land situated in Sections 11 and 14, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas.

Generally located at the southeast corner of the intersection of South County Road 1250 and West Interstate 20 Service Road. (Extraterritorial Jurisdiction)

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
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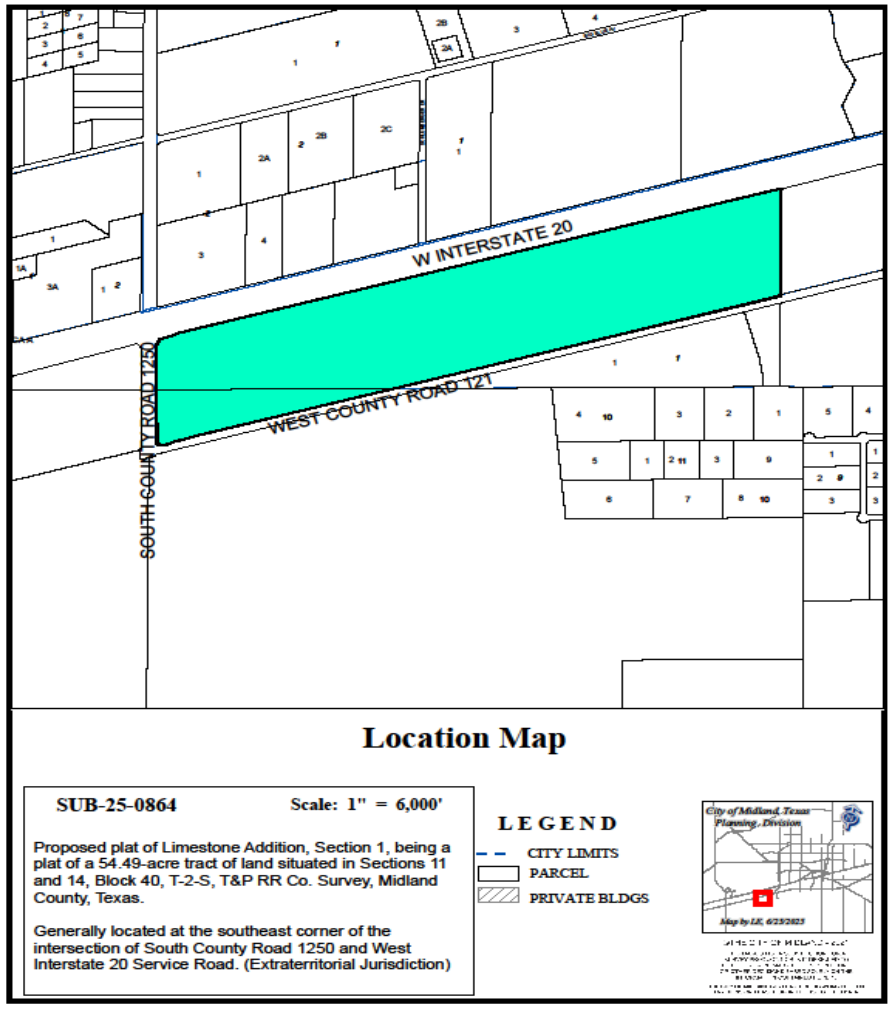
PRELIMINARY PLAT
LIMESTONE ADDITION, SECTION 1
Visit Our Website
MIDLANDTEXAS.GOV

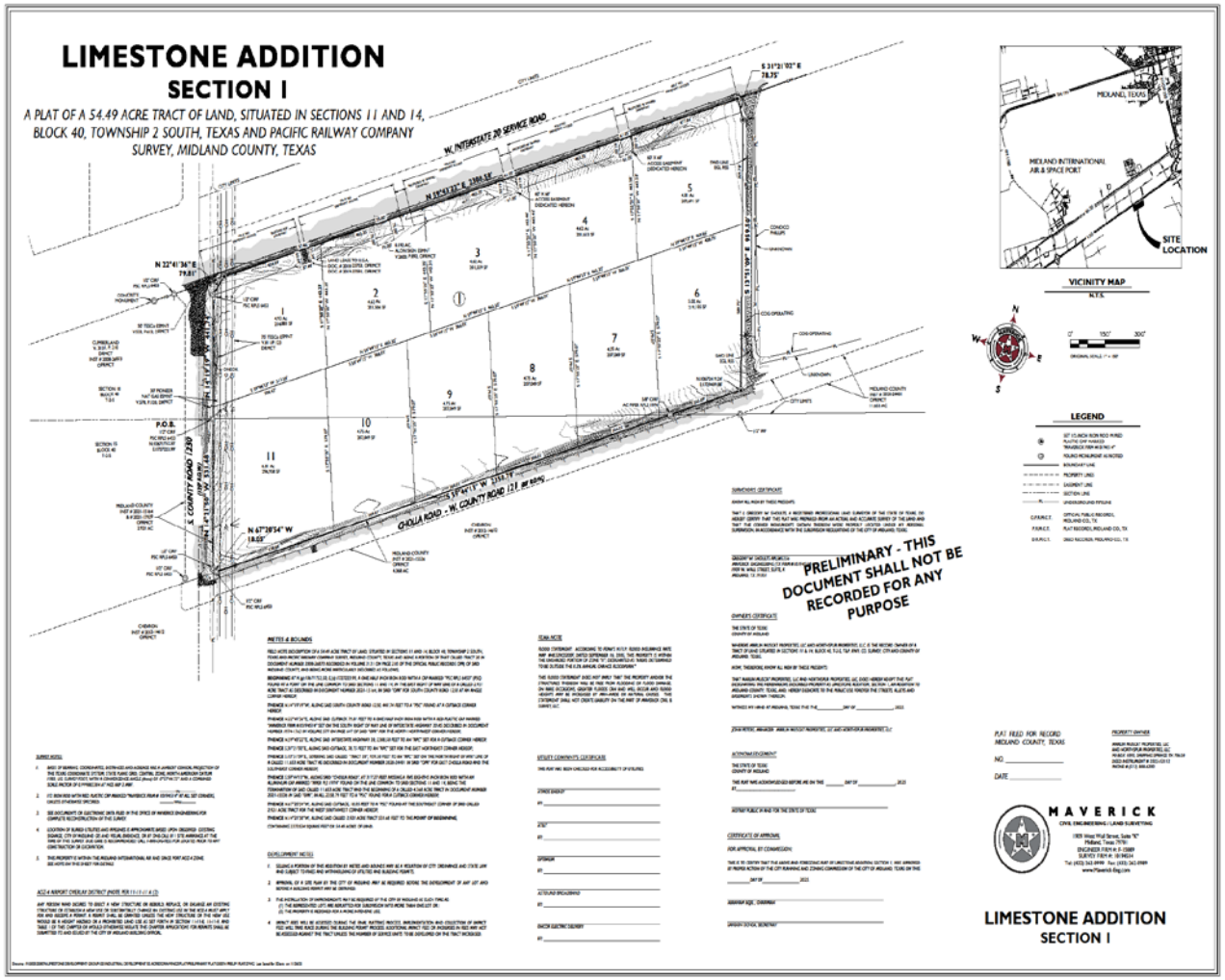
APPLICATION SUMMARY

- **Developer/Property Owner:** Marlin Muscat Properties, LLC, and Northspur Properties, LLC
- **Representative:** Ashlee Devine, with Maverick Engineering
- **Location:** Generally located at the southeast corner of the intersection of South County Road 1250 and West Interstate 20 Service Road (Extraterritorial Jurisdiction)
- **Reason for Request:** For future industrial development



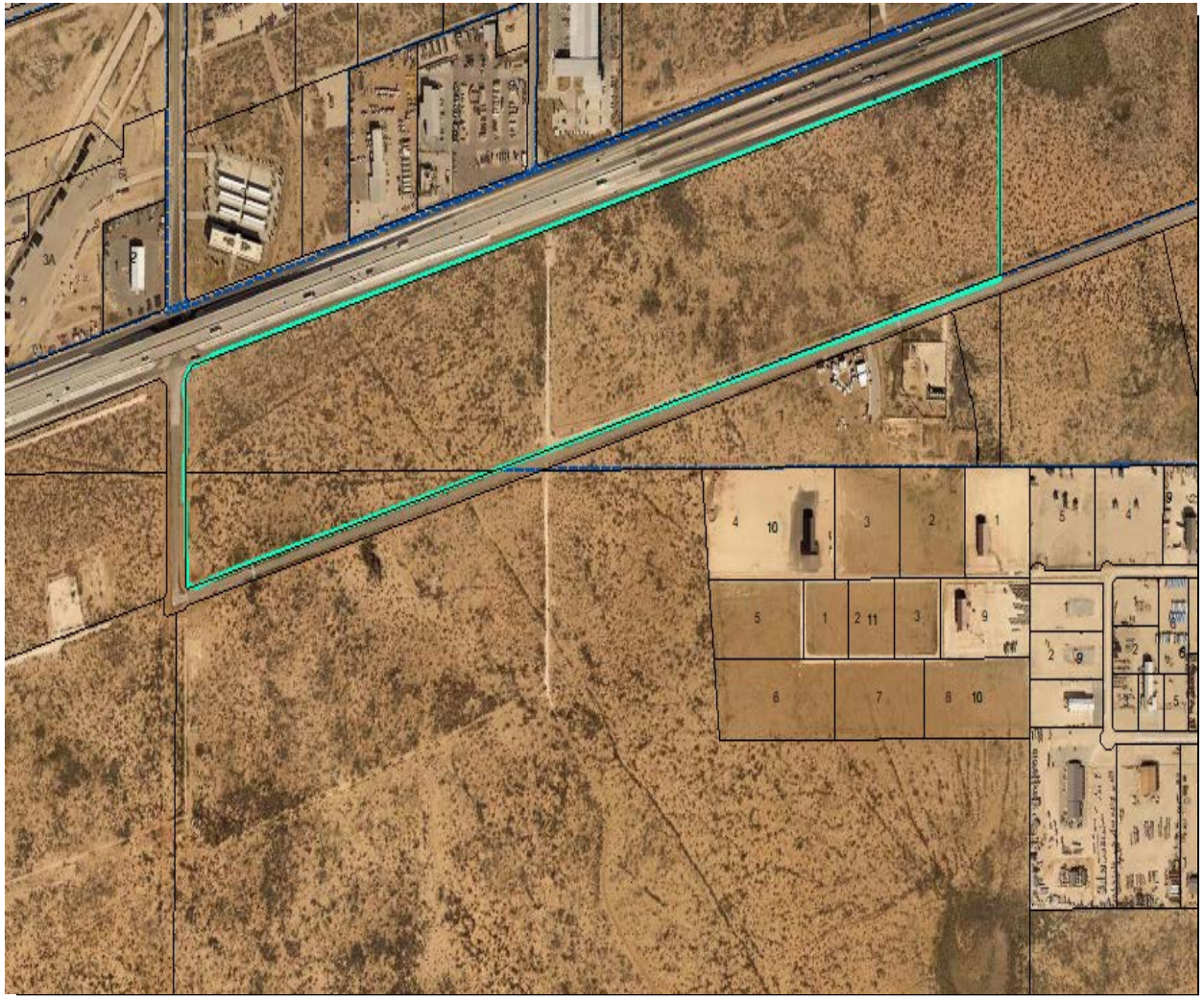
PLAT DETAILS

- **Acreage:** 54.49 acres
- **Number of Existing Lots:** 0
- **Number Proposed Lots:** 11



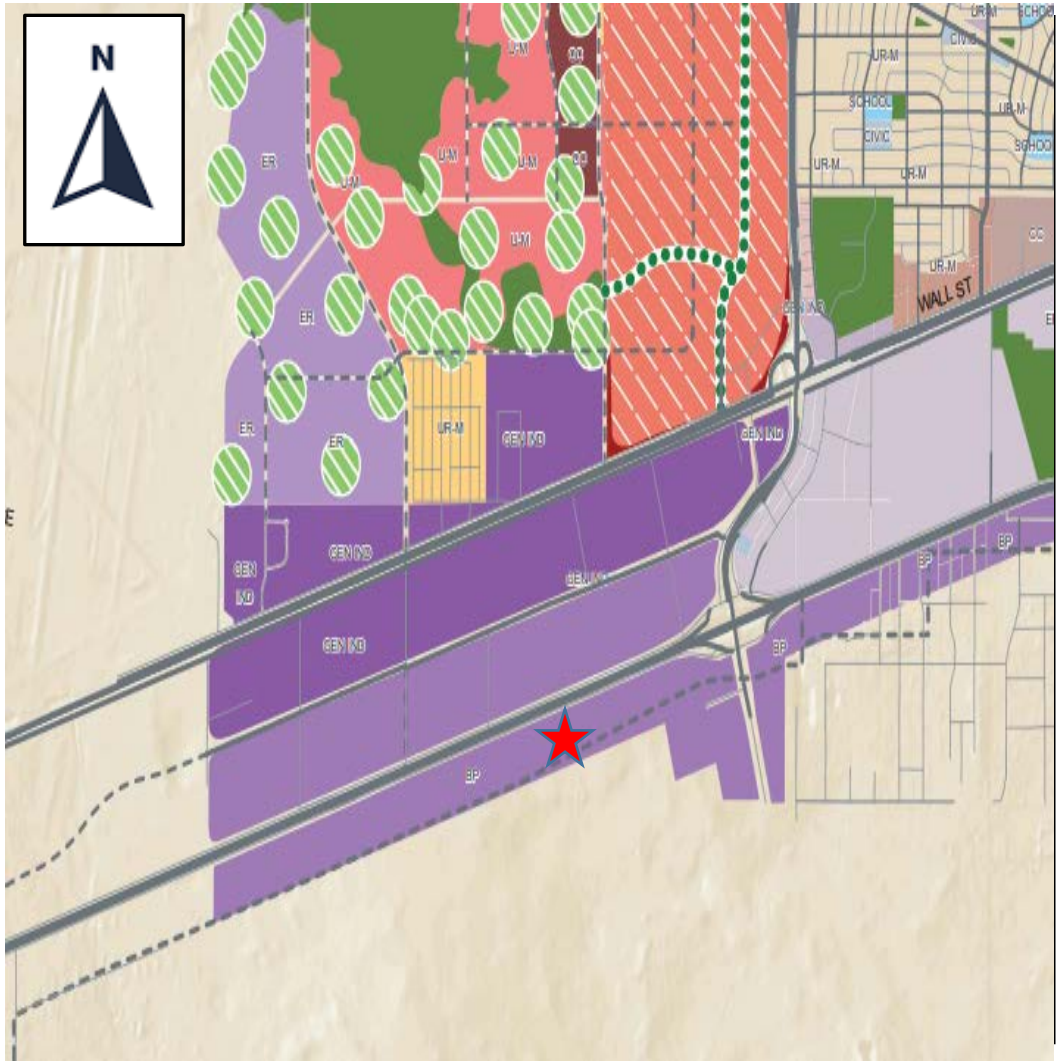
LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North:** West Interstate 20
  - **South/East/West:** Vacant Land
- **Proposed Use:** Industrial Use



COMPREHENSIVE PLAN

- **Land Use Designation:** Business Park I-20, (BP)
- **Supported Uses:** A mix of industrial uses such as warehousing and distribution centers.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



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RELATED ITEMS

- Since the preliminary plat is over 25 acres, it requires City Council approval.
- This preliminary plat was approved at the March 2, 2026, Planning & Zoning Commission Meeting.

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.[11-2-3(D)11(a)(6)].

STAFF'S RECOMMENDATION

B. All certificates must be written as detailed in Section 11-2-3 Platting Procedures by Final Plat submittal. [11-2-3(H)3(m)(1)]

C. 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: 13.
Meeting Date: March 24, 2026
To: City Council
From: Madelim Jaquez, Planner
Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF DAHLIA INDUSTRIAL PARK, SECTION 2, BEING A REPLAT OF LOTS 19 AND 20, BLOCK 2, DAHLIA INDUSTRIAL PARK, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST COUNTY ROAD 47 AND NORTH COUNTY ROAD 1283)

Purpose:
Paladin Huckaba, with SEER Land Surveying, is requesting to replat a property generally located at the southwest corner of the intersection of West County Road 47 and North County Road 1283 for the subdivision of the property for transaction and entitlements.

Recommended Action:
Approve

Fiscal Impact:
No impact

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

ETJ, Extraterritorial Jurisdiction

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

ETJ, no jurisdiction

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Note not required. There are no impact fees associated with this plat. Plat

outside designated service areas. [For Applicant’s Information Only.]

ROW: Refer to transportation's comments, if any. [For Applicant’s Information Only.]

PAVING: W CR 47 and N CR 1283 roadways are not built to City Standards, construct to City standards for entire platted frontage. If documentation can be provided demonstrating that the roadways are private, a deferral will not be required.[For Applicant’s Information Only.]

WATER: None existing. Construct water to City standards along entire platted frontage, or request a deferral based on located in the South Midland Utility District. If documentation can be provided demonstrating that the roadways are private, a deferral will not be required. [Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)]

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: None existing. Construct wastewater to City standards along entire platted frontage, or request a deferral. If documentation can be provided demonstrating that the roadways are private, a deferral will not be required. [Reference Midland City Code Sect. 11-2-3(G)1 & 11-2-4(A)2(a)]

DRAINAGE: The drainage report has been approved for platting purposes. [For Applicant’s Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant’s Information Only.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant’s information only.]

No objections to plat. [For the Applicant’s information only.]

FIRE: (Approved)

No comments or objections

OIL AND GAS: (Approved)

No oil & gas issues

GIS: (Approved)

No comments.

ADDRESSING: (Approved)

County - To be addressed by MECD

CRMWD: (Approved)

We do not have any comments on this plat.

HEALTH: (Approved)

Yes, the health department will review applications from the 4 proposed lots of Dahlia Industrial Park Section 2, RE-PLAT OF LOTS 19 AND 20 BLOCK 2 DAHLIA INDUSTRIAL PARK, lot 19A is 10 acre lot 20A is 4.5 acres and lot 20B is 6.7 acres, lot 20C is 5 acres, property owner must contact the pipeline company to get the setback to their pipeline before any excavation can occur, to ensure the proposed plans on the application for the septic system will meet the setbacks from the water well on the property and the water wells on the adjacent properties.

SURVEYOR: (Approved)

Everything looks good, plat closes, shot property corners that were accessible for GIS

PLANNING: (Approved with Conditions)

For the certificate of approval, update the chairman to "Joshua Sparks." [Informational]

Update the year to 2026 on all certificates/acknowledgement [Informational]

Staff recommends approval of the Preliminary Plat of Dahlia Industrial Park, Section 2, subject to the following condition.

Conditions:

A. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]

B. All certificates must be written as detailed in Section 11-2-3 Platting Procedures by Final Plat submittal. [11-2-3(H)3(m)(1)]

C. 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. [11-2-3(D)11(a)(6)].

D. 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:

Preliminary Plat
Maps
PowerPoint Presentation

Attachments:

A. CC - - Dahlia Industrial Park, Section 2 Preliminary Plat
B. P-26-2480, Combined files

Madelim Jaquez, Development Services	Created/Initiated - 3/9/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/17/2026
Jose Ortiz, City Manager	Approved - 3/17/2026
Morris Williams, City Manager	Approved - 3/17/2026
Jan Hamilton, City Secretary	Final Approval - 3/18/2026

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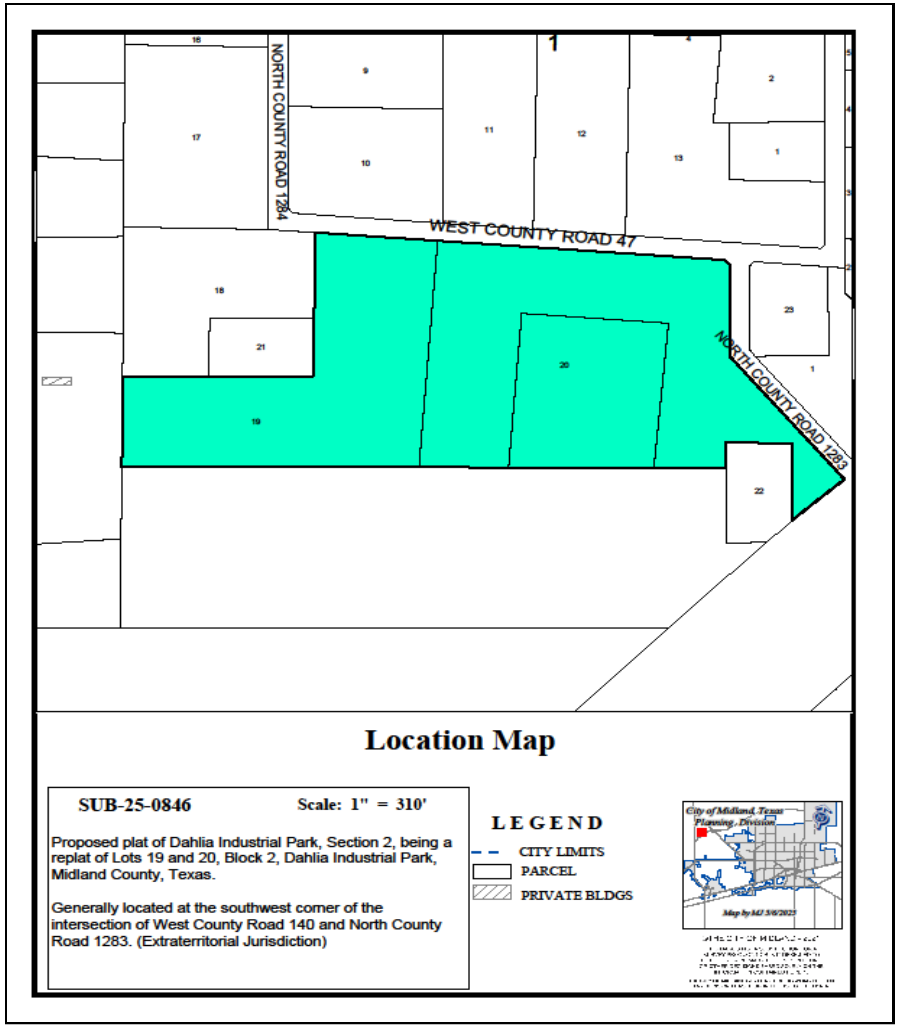
ITEM
PRELIMINARY PLAT
DAHLIA INDUSTRIAL PARK, SECTION 2
Visit Our Website
MIDLANDTEXAS.GOV

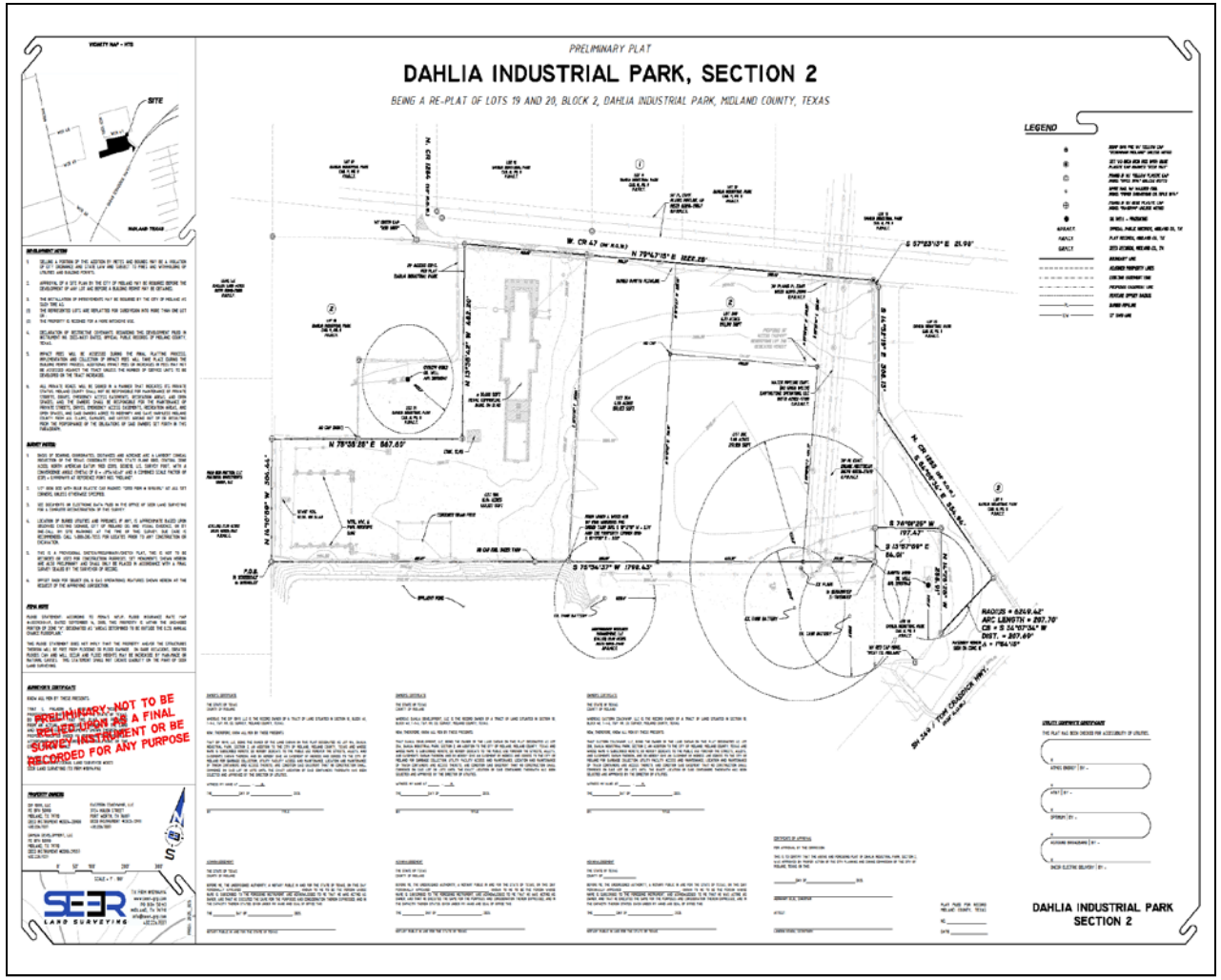
APPLICATION SUMMARY

- **Property Owner:** Dahlia Development, LLC
- **Property Owner:** DIP 10911, LLC
- **Property Owner:** Eastern Coachwhip, LLC
- **Representative:** Paladin Huckaba, with SEER Land Surveying
- **Location:** 10901 and 10911 West County Road 47 (Extraterritorial Jurisdiction)
- **Reason for Request:** For the subdivision of the property for transaction and entitlements.



PLAT DETAILS

- **Acreage:** 26.37 acres
- **Number of Existing Lots:** 3
- **Number Proposed Lots:** 4



LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/South/West:** Industrial Use
  - **East:** Vacant Land

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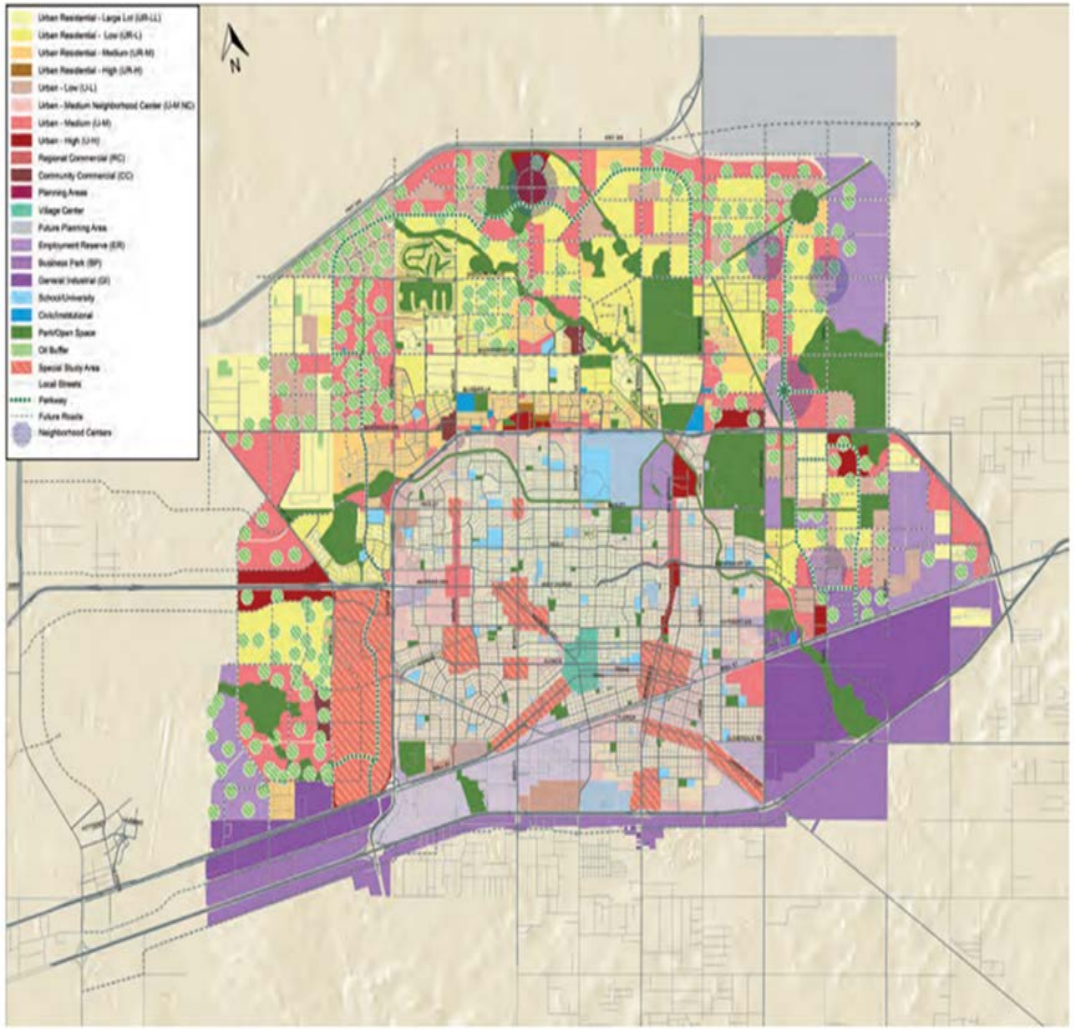
COMPREHENSIVE PLAN

- **Land Use Designation:** Not designated



STAFF'S RECOMMENDATION

- The Planning & Zoning Commission approved the preliminary plat on March 2, 2026.
- Staff recommends approval of this request with the following conditions:

A. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]

B. All certificates must be written as detailed in Section 11-2-3 Platting Procedures by Final Plat submittal. [11-2-3(H)3(m)(1)]

STAFF'S RECOMMENDATION

C. 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.[11-2-3(D)11(a)(6)].

D. 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

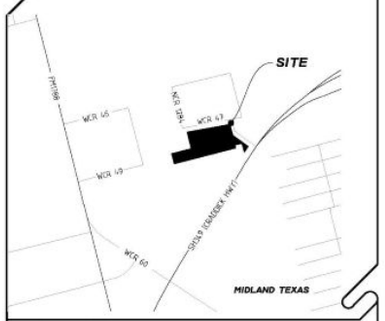
Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

PRELIMINARY PLAT

DAHLIA INDUSTRIAL PARK, SECTION 2

BEING A RE-PLAT OF LOTS 19 AND 20, BLOCK 2, DAHLIA INDUSTRIAL PARK, MIDLAND COUNTY, TEXAS

VICINITY MAP - NTS



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 LOTS ARE REPLATTED FOR SUBDIVISION INTO MORE THAN ONE LOT OR;
   (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.
4. DECLARATION OF RESTRICTIVE COVENANTS REGARDING THIS DEVELOPMENT FILED IN INSTRUMENT NO. 2022-16837 DATED, OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS.
5. 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.
6. ALL PRIVATE ROADS WILL BE SIGNED IN A MANNER THAT INDICATES ITS PRIVATE STATUS. MIDLAND COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS, AND OPEN SPACES; AND, THE OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS, AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND SAVE HARMLESS MIDLAND COUNTY FROM ALL CLAIMS, DAMAGES, AND LOSSES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.

SURVEY NOTES:

1. BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (2011), GEOID18, U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (THETA) OF 0 = -0°54'48.40" AND A COMBINED SCALE FACTOR OF (CSF) = 0.999989011 AT REFERENCE POINT N(S) "MIDLAND".
2. 1/2" IRON ROD WITH BLUE PLASTIC CAP MARKED "SEER FIRM # 10194914" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.
3. SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF SEER LAND SURVEYING FOR A 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 #11 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/PRELIMINARY/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.
6. OFFSET RADII FOR SELECT (OIL & GAS OPERATIONS) FEATURES SHOWN HEREON AT THE REQUEST OF THE APPROVING JURISDICTION.

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.U.P. FLOOD INSURANCE RATE MAP #48329C0045F, DATED SEPTEMBER 26, 2008, THIS PROPERTY IS WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF SEER LAND SURVEYING.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, PALADIN R. KIRKWOOD, SEER PROFESSIONAL LAND SURVEYOR IN 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 AS PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF MIDLAND, TEXAS.

PALADIN R. KIRKWOOD
REGISTERED PROFESSIONAL LAND SURVEYOR #7023
SEER LAND SURVEYING (TX FIRM #10194914)

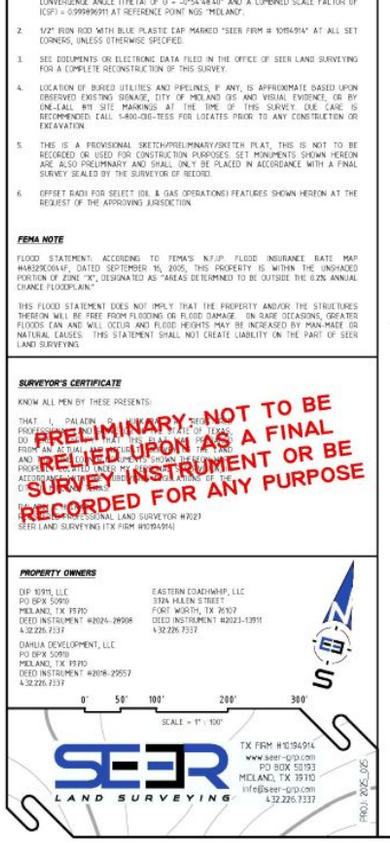
PRELIMINARY - NOT TO BE RELIED UPON AS A FINAL SURVEY INSTRUMENT OR BE RECORDED FOR ANY PURPOSE

PROPERTY OWNERS

DIP 10911, LLC
PO BOX 50910
MIDLAND, TX 79710
DEED INSTRUMENT #2024-28908
432.226.7337

DAHLIA DEVELOPMENT, LLC
PO BOX 50910
MIDLAND, TX 79710
DEED INSTRUMENT #2018-29557
432.226.7337

EASTERN COACHWHIP, LLC
3324 MILEN STREET
FORT WORTH, TX 76107
DEED INSTRUMENT #2023-13911
432.226.7337



LEGEND

- REINF BAR FND W/ YELLOW CAP "SCHUMMAN MIDLAND" UNLESS NOTED
- SET 1/2-INCH IRON ROD WITH BLUE PLASTIC CAP MARKED "SEER 7027"
- FOUND IR W/ YELLOW PLASTIC CAP MRKD. "RPLS 1974" UNLESS NOTED
- SPIKE NAIL W/ WASHER FND. MRKD. "PIPER SURVEYING CO. RPLS 1974"
- FOUND IR W/ BLUE PLASTIC CAP MRKD. "MAGRYM" UNLESS NOTED
- OIL WELL - PRODUCING
- O.P.R.M.C.T. — OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
- P.R.M.C.T. — PLAT RECORDS, MIDLAND CO, TX
- D.R.M.C.T. — DEED RECORDS, MIDLAND CO, TX
- BOUNDARY LINE
- ADJOINER PROPERTY LINES
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- FEATURE OFFSET RADIUS
- PL — BURIED PIPELINE
- 12"W — 12" SWD LINE

SCALE = 1" : 100'

0' 50' 100' 200' 300'

SEER LAND SURVEYING
TX FIRM #10194914
www.seer-grp.com
PO BOX 50193
MIDLAND, TX 79710
info@seer-grp.com
432.226.7337

PROJ. 2025.025

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS THE DIP 10911, LLC IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 18, BLOCK 40, T-1-S, T&P. RR. CO SURVEY, MIDLAND COUNTY, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT DIP 10911, LLC, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT DESIGNATED AS LOT 19A, DAHLIA INDUSTRIAL PARK, SECTION 2, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN THEREON, AND DO HEREBY GIVE AN EASEMENT OF INGRESS AND EGRESS TO THE CITY OF MIDLAND FOR GARBAGE COLLECTION, UTILITY FACILITY ACCESS AND MAINTENANCE, LOCATION AND MAINTENANCE OF TRASH CONTAINERS AND ACCESS THERETO, AND CONDITION SAID EASEMENT THAT NO CONSTRUCTION SHALL COMMENCE ON SAID LOT OR LOTS UNTIL THE EXACT LOCATION OF SAID CONTAINERS THEREWITH HAS BEEN SELECTED AND APPROVED BY THE DIRECTOR OF UTILITIES.

WITNESS MY HAND AT _____ - _____, TX.

THE _____ DAY OF _____, 2025.

BY: _____ TITLE: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE WAS ACTING AS OWNER, AND THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____, 2025

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS DAHLIA DEVELOPMENT, LLC IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 18, BLOCK 40, T-1-S, T&P. RR. CO SURVEY, MIDLAND COUNTY, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT DAHLIA DEVELOPMENT, LLC, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT DESIGNATED AS LOT 20A, DAHLIA INDUSTRIAL PARK, SECTION 2, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN THEREON, AND DO HEREBY GIVE AN EASEMENT OF INGRESS AND EGRESS TO THE CITY OF MIDLAND FOR GARBAGE COLLECTION, UTILITY FACILITY ACCESS AND MAINTENANCE, LOCATION AND MAINTENANCE OF TRASH CONTAINERS AND ACCESS THERETO, AND CONDITION SAID EASEMENT THAT NO CONSTRUCTION SHALL COMMENCE ON SAID LOT OR LOTS UNTIL THE EXACT LOCATION OF SAID CONTAINERS THEREWITH HAS BEEN SELECTED AND APPROVED BY THE DIRECTOR OF UTILITIES.

WITNESS MY HAND AT _____ - _____, TX.

THE _____ DAY OF _____, 2025.

BY: _____ TITLE: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE WAS ACTING AS OWNER, AND THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____, 2025

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

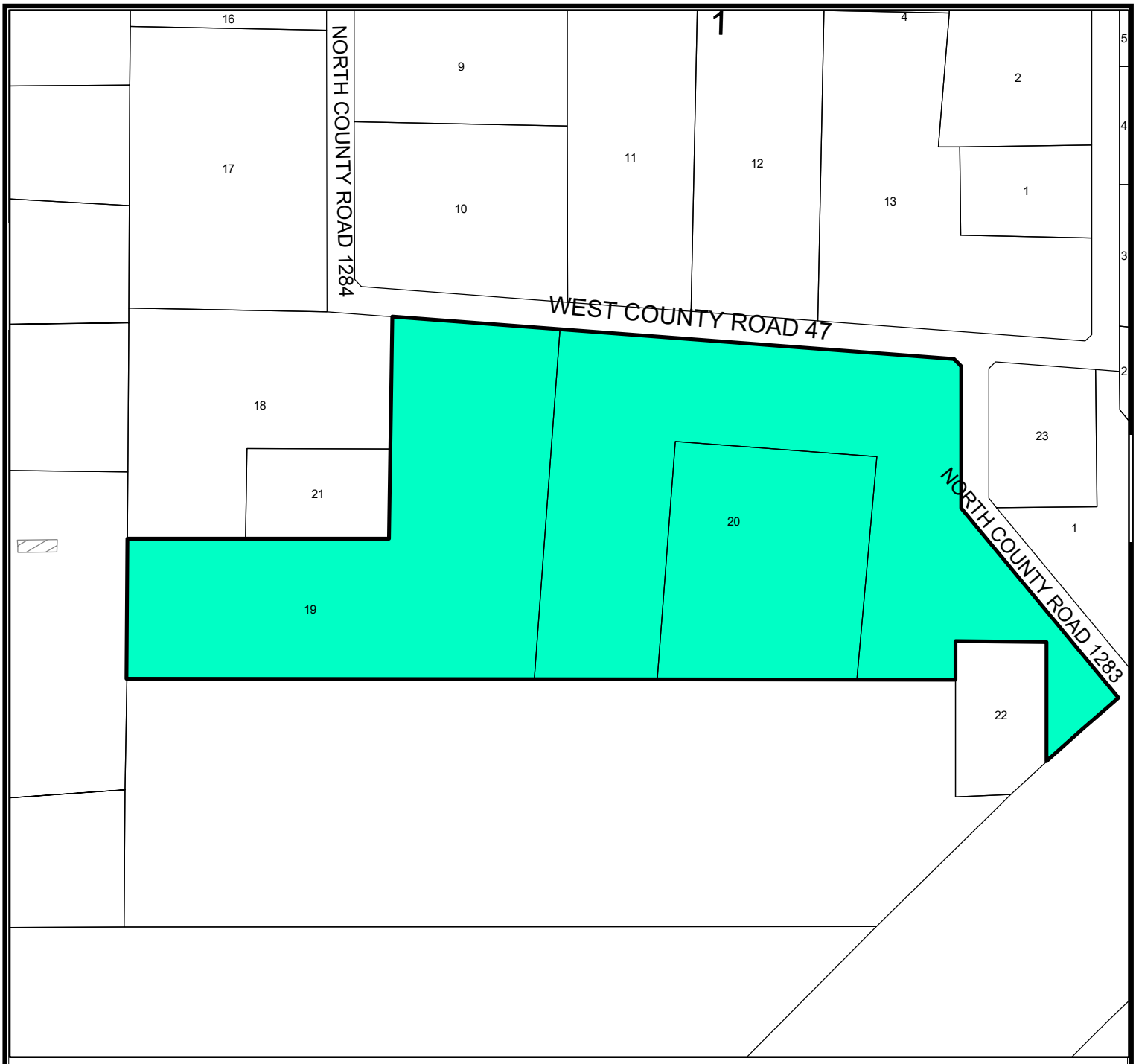
OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS EASTERN COACHWHIP, LLC IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 18, BLOCK 40, T-1-S, T&P. RR. CO SURVEY, MIDLAND COUNTY, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT EASTERN COACHWHIP, LLC, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT DESIGNATED AS LOT 20B, DAHLIA INDUSTRIAL PARK, SECTION 2, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN THEREON, AND DO HEREBY GIVE AN EASEMENT OF INGRESS AND EGRESS TO THE CITY OF MIDLAND FOR GARBAGE COLLECTION, UTILITY FACILITY ACCESS AND MAINTENANCE, LOCATION AND MAINTENANCE OF TRASH CON



Location Map

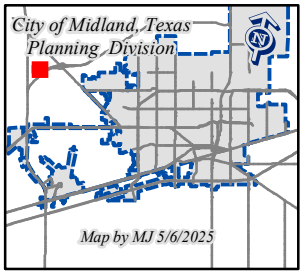
SUB-25-0846 **Scale: 1" = 310'**

Proposed plat of Dahlia Industrial Park, Section 2, being a replat of Lots 19 and 20, Block 2, Dahlia Industrial Park, Midland County, Texas.

Generally located at the southwest corner of the intersection of West County Road 47 and North County Road 1283. (Extraterritorial Jurisdiction)

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.

NORTH COUNTY ROAD 1284
WEST COUNTY ROAD 47
NORTH COUNTY ROAD 1283
2
17
10
12
13
18
21
19
23
22

City Council Meeting

Item Number: 14.
Meeting Date: March 24, 2026
To: City Council
From: Angelina Bettanini, Planner II
Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF SERAPA ADDITION, SECTION 2, BEING A PLAT OF A 48.80-ACRE TRACT OF LAND OUT OF SECTION 47, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST COUNTY ROAD 95 AND SOUTH COUNTY ROAD 1130)

Purpose:
Maverick Engineering, on behalf of Arkose Royalties 2, LLC, is requesting to plat a 48.80-acre tract of land located on the east side of South County Road 1130 into 22 lots for future industrial development.

Recommended Action:
Approve

Fiscal Impact:
No City funds are required to process this request.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

ETJ, Extraterritorial Jurisdiction

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

ETJ, no jurisdiction

ENGINEERING: (Approved with Conditions)

IMPACT FEES: There are no impact fees associated with this plat. Plat outside designated

service areas. Note not required. [For Applicant’s Information Only.]

ROW: Refer to transportation's comments, if any. [For Applicant’s Information Only.]

PAVING: S CR 1130 and E CR 95 roads are sub-standard, construct to City Standards for entire platted frontage or request a deferral. [Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)]

WATER: None existing. Construct water to City standards along entire platted frontage, or request a deferral based on located in the South Midland Utility District. [Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)]

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: None existing. Construct wastewater to City standards along entire platted frontage, or request a deferral. [Reference Midland City Code Sect. 11-2-3(G)1 & 11-2-4(A)2(a)]

DRAINAGE: Drainage report has been approved for platting purposes. [For Applicant’s Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant’s Information Only.]

DIMENSION: * * * OTHER: FEMA FIRM # is incorrect.

TRANSPORTATION: (Approved)

No objections to plat. [For the Applicant’s information only.]

FIRE: (Approved)

No comments or objections.

OIL AND GAS: (Approved)

No Oil and Gas issues

GIS: (Approved)

Lot numbers should be a continuation from Serapa, beginning with 8. Should ROW be dedicated with this plat? (the 60' Proposed ROW) 2024-1628 should be labeled as well. Are 100' drainage easements meant to be drainage/detention basins. If so, confirm with engineering if these should be drainage basin easements. If easement is being dedicated hereby, please remove "proposed." ROW will need County Road name. Label surrounding subdivisions.

Surveyor: (Approved)

Everything looks good, plat closes, have some corners on GIS, will be going out to shoot more

ADDRESSING: (Approved)

County - To be addressed by MECD

CRMWD: (Approved)

We do not have any comments on this plat.

PLANNING: (Approved with Conditions)

Staff recommends approval of the Preliminary Plat of Serapa Addition, Section 2, subject to 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. [11-2-3(D)11(a)(6)].
B. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]
C. 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]

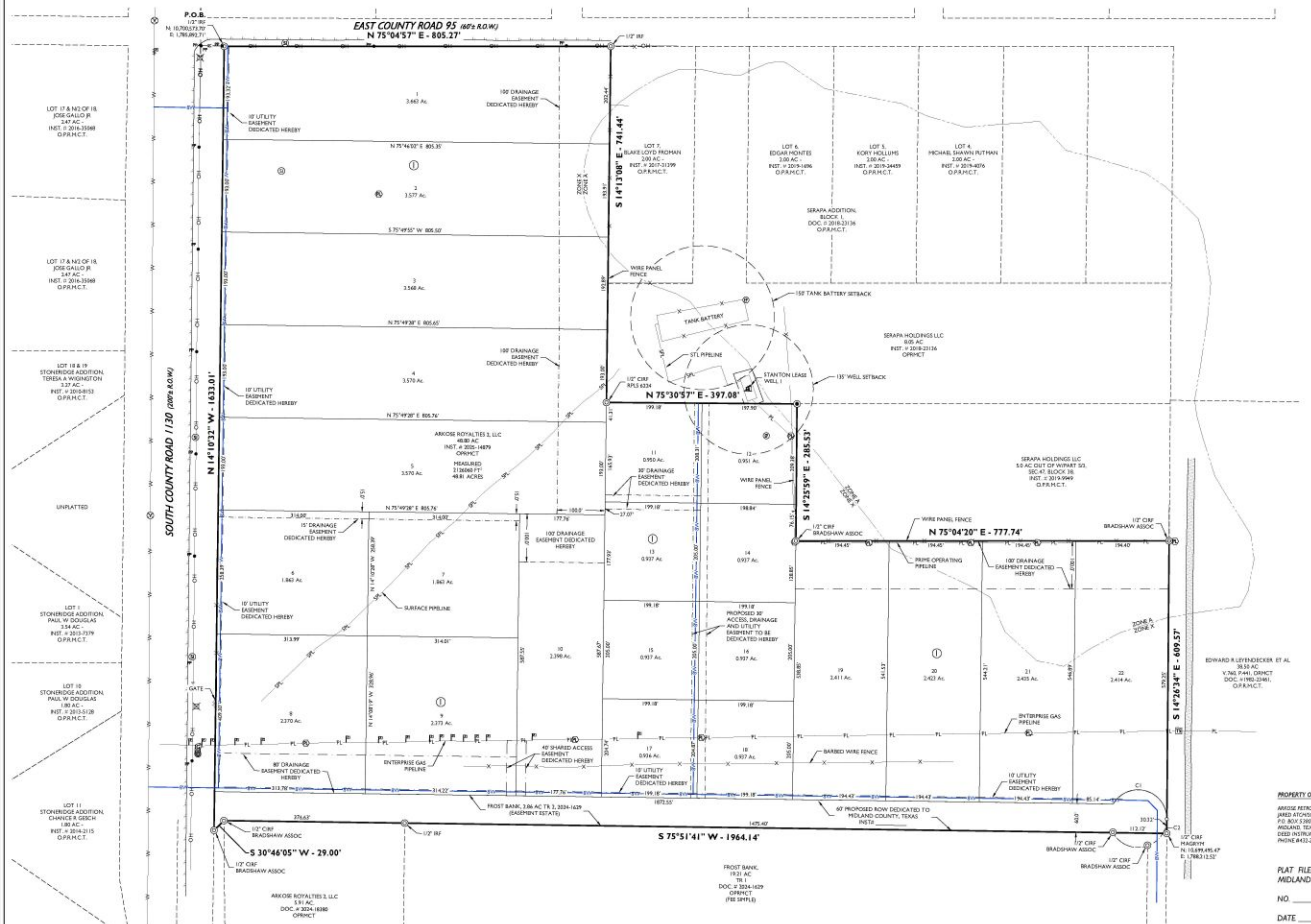
Attachments:
A. P-26-2476, Combined Documents
B. CC - - Serapa Preliminary Plat

Angelina Bettanini, Development Services	Created/Initiated - 3/12/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/17/2026
Jose Ortiz, City Manager	Approved - 3/17/2026
Morris Williams, City Manager	Approved - 3/17/2026
Jan Hamilton, City Secretary	Final Approval - 3/18/2026

PRELIMINARY PLAT

SERAPA ADDITION, SECTION 2

BEING A 48.80 ACRE TRACT OF LAND OUT OF WEST PART S/3 ,
SECTION 47, BLOCK 38, T-1-S T&P RY SURVEY CO.
COUNTY OF MIDLAND, TEXAS

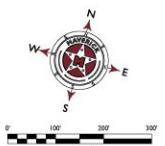


VICINITY MAP

N.T.S.

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	198.53'	19.97'	176.24'	S 88° 37' 57" E	15° 27' 03"
C2	26.75'	19.30'	24.42'	N 01° 40' 13" E	28° 47' 29"



LEGEND

- BENCH MARK
- SET 1/2-INCH IRON ROD WIRED, PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
- FOUND MONUMENT AS NOTED
- PROPOSED LOT CORNER
- EXISTING GAS RISER
- EXISTING GAS VALVE
- EXISTING GUY ANCHOR
- EXISTING PIPELINE MARKER
- EXISTING PIPELINE TEST STATION
- EXISTING POWER POLE
- EXISTING WATER VALVE
- EXISTING PUMP JACK
- EXISTING SIGN
- BOUNDARY LINE
- EXISTING PROPERTY LINES
- PROPOSED EASEMENT LINE
- EDGE OF ASPHALT
- EXISTING FENCE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING UNDERGROUND PIPELINE
- EXISTING SURFACE PIPELINE
- EXISTING WATER MAIN
- GRAVEL / DIRT ROAD
- O.P.R.M.C.T. — OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX

PROPERTY OWNER

ARKOSE PETROLEUM, LLC
JARED ATCHISON, PRESIDENT
P.O. BOX 53007
MIDLAND, TEXAS - 79710
DEED INSTRUMENT #2025-14879
PHONE #432-238-9791

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM # P- 15089
SURVEY FIRM # 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____

DATE _____

SERAPA ADDITION, SECTION 2

SHEET 1 OF 1

PRELIMINARY PLAT

SERAPA ADDITION, SECTION 2

BEING A 48.80 ACRE TRACT OF LAND OUT OF WEST PART S/3 ,
SECTION 47, BLOCK 38, T-1-S T&P RY SURVEY CO.
COUNTY OF MIDLAND, TEXAS

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS ARKOSE PETROLEUM, LLC, IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 47, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ARKOSE PETROLEUM, LLC, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT DESIGNATED AS SERAPA ADDITION, SECTION 2, AN ADDITION TO MIDLAND COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN THEREON.

WITNESS MY HAND AT MIDLAND, TEXAS, THIS

THE_____DAY OF _____, 2026

_____
By ARKOSE PETROLEUM, LLC / JARED ATCHISON, PRESIDENT

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ARKOSE PETROLEUM, LLC, JARED ATCHISON, PRESIDENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE WAS ACTING AS OWNER, AND THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE_____ DAY OF _____, 2026

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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 RESUBDIVIDED 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 INCREASES.*
6. *THIS IS A PROVISIONAL PRELIMINARY PLAT. THIS IS NOT TO BE RECORDED OR USED FOR CONSTRUCTION PURPOSES. LOT MONUMENTS SHOWN HEREON ARE ALSO PRELIMINARY AND SHALL ONLY BE PLACED IN ACCORDANCE WITH A FINAL SURVEY SEALED BY THE SURVEYOR OF RECORD.*

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCES 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°34'48.85" AND A COMBINED SCALE FACTOR OF 0.9999698111 AT MSS "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.*

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S NFIP FLOOD INSURANCE RATE MAP #48329C0220F, DATED SEPTEMBER 26, 2008, THIS PROPERTY IS WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK CIVIL & SURVEY, LLC.

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: _____

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, GREGORY W. [illegible], DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF MIDLAND, TEXAS.

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

GREGORY W. [illegible]
REGISTERED PROFESSIONAL LAND SURVEYOR
MAVERICK ENGINEERING, FIRM #10194514
1909 W. WALL STREET, SUITE K
MIDLAND, TX 79701

CERTIFICATE OF APPROVAL

FOR APPROVAL BY THE CITY PLANNING AND ZONING COMMISSION:

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF SERAPA ADDITION, SECTION 2, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS ON THIS

_____DAY OF_____, 2026

_____
JOSHUA SPARKS, CHAIRMAN

_____
LANDON OCHOA, SECRETARY

PROPERTY OWNER

ARKOSE PETROLEUM, LLC
JARED ATCHISON, PRESIDENT
P.O. BOX 53807
MIDLAND, TEXAS - 79710
(682) INSTRUMENT #2025-14079
PHONE #(432-230-9791)

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

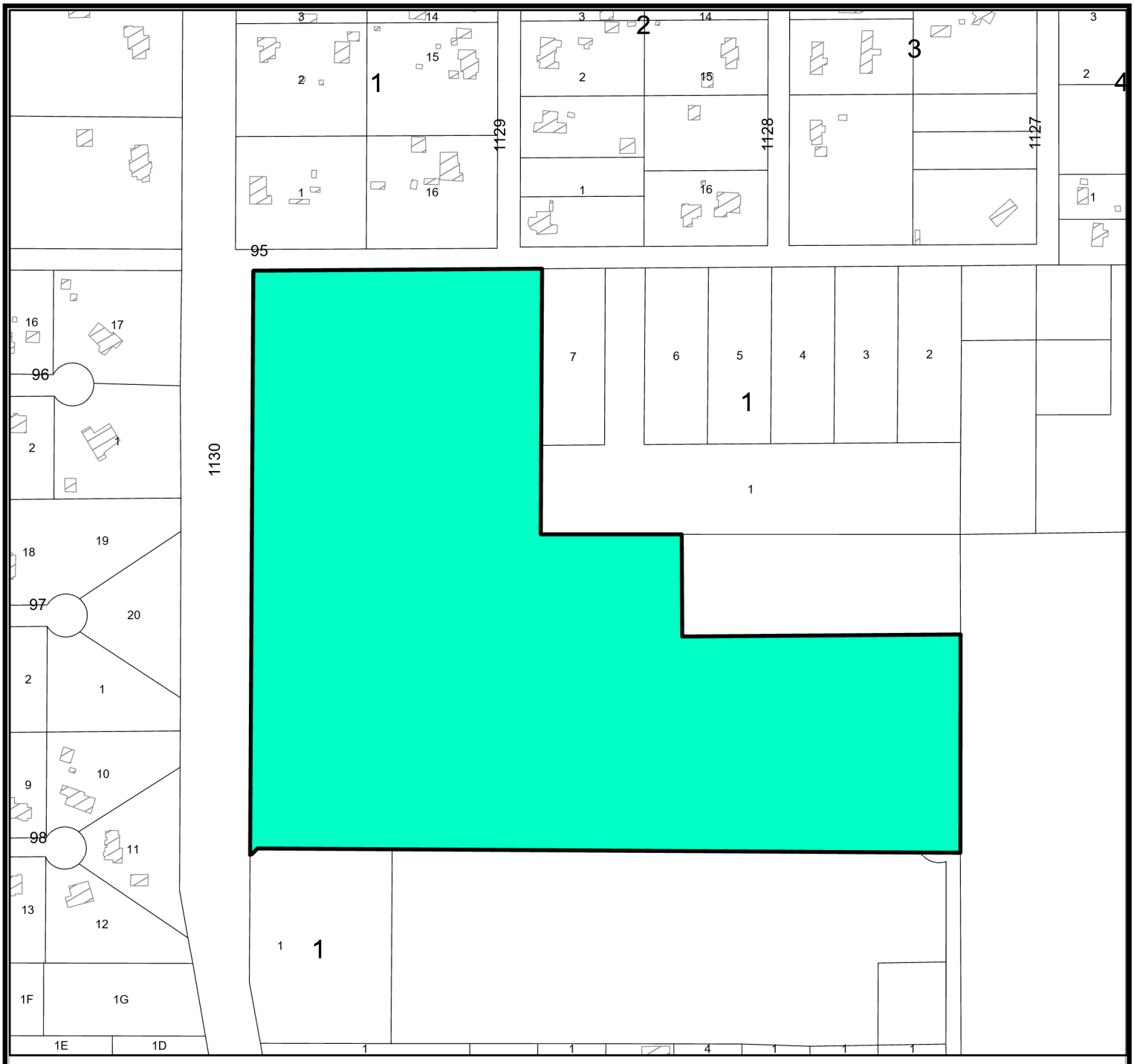
NO. _____

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

SERAPA ADDITION, SECTION 2

SHEET 1 OF 3



Location Map

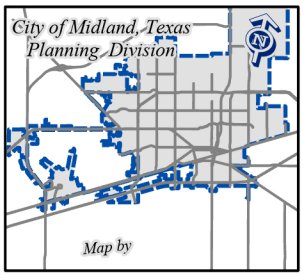
SUB-26-0941 **Scale: 1" = 399 '**

Proposed plat of Serapa Addition, Section 2, being a plat of a 48.80-acre tract of land out of Section 47, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas.

Generally located at the southeast corner of the intersection of East County Road 95 and South County Road 1130. (Extra Territorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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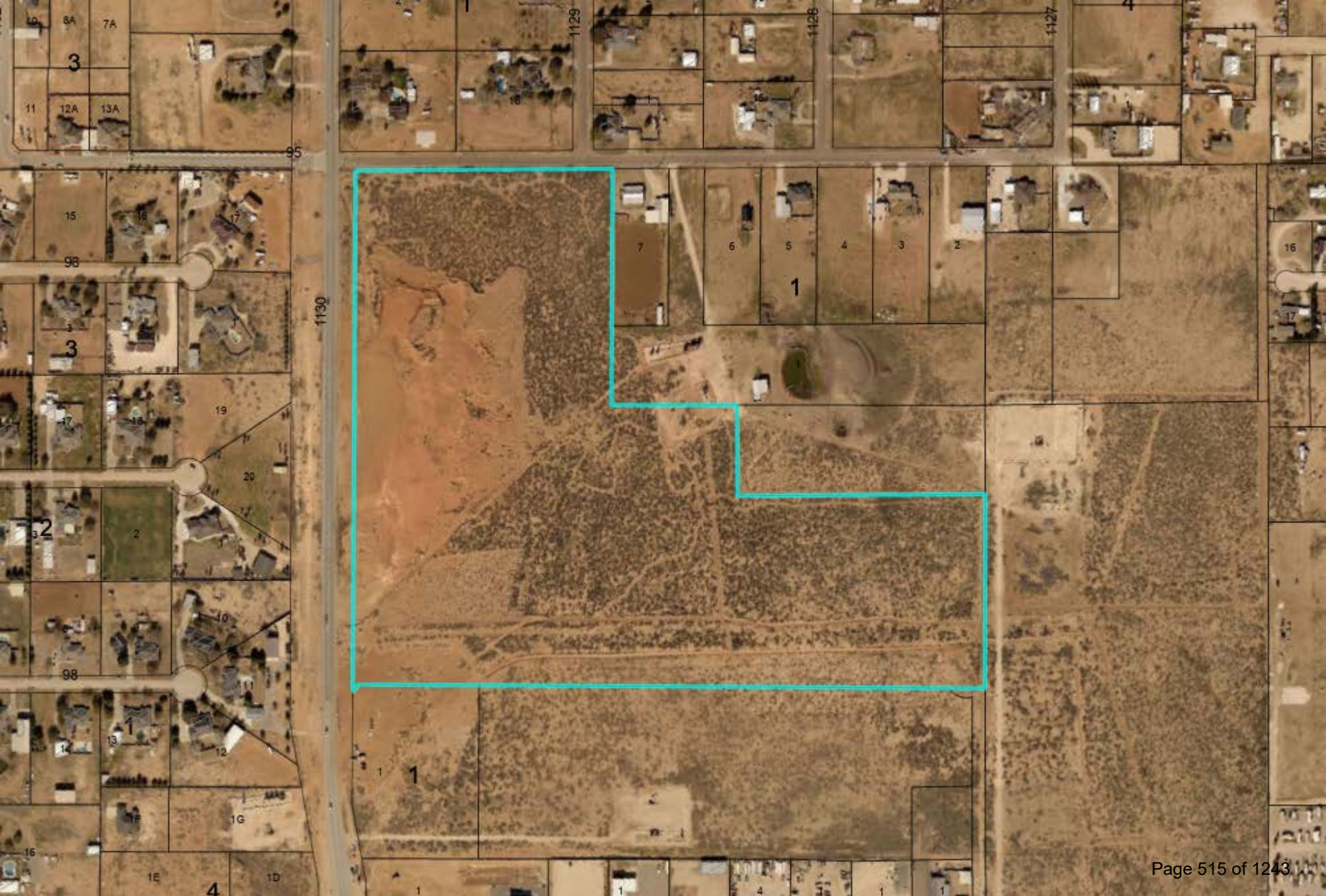
1130
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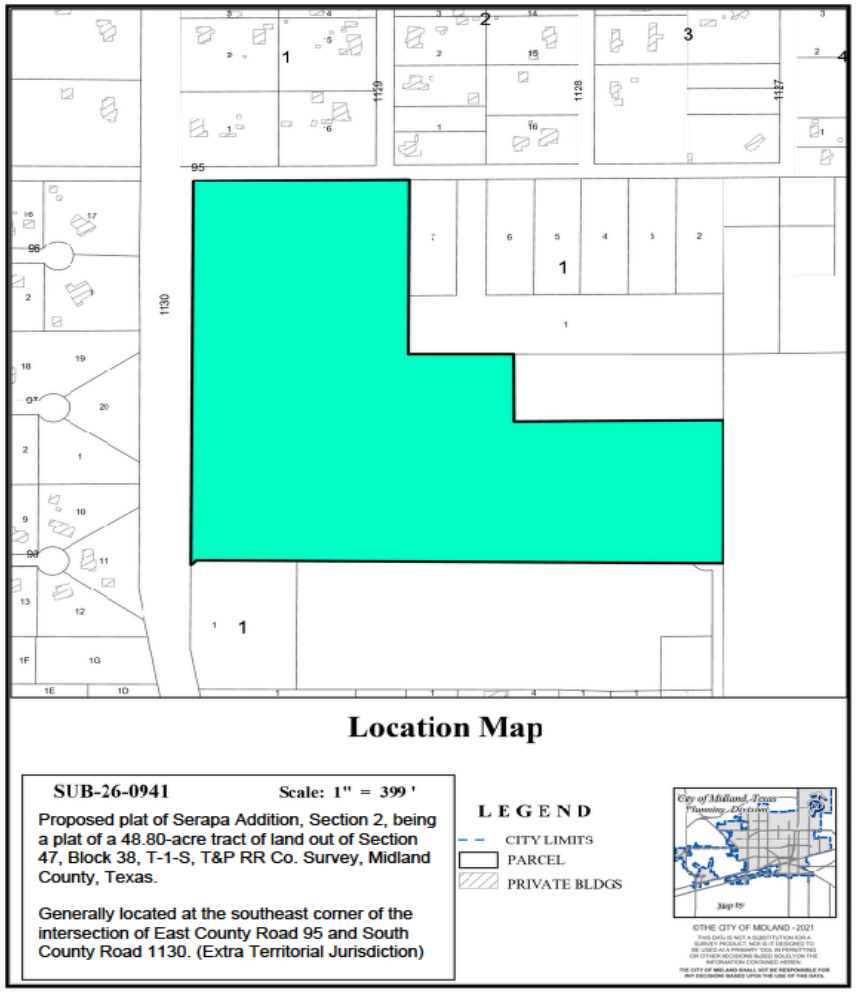
MIDLAND
Be the Energy!
PRELIMINARY PLAT
SERAPA ADDITION, SECTION 2
Visit Our Website
MIDLANDTEXAS.GOV

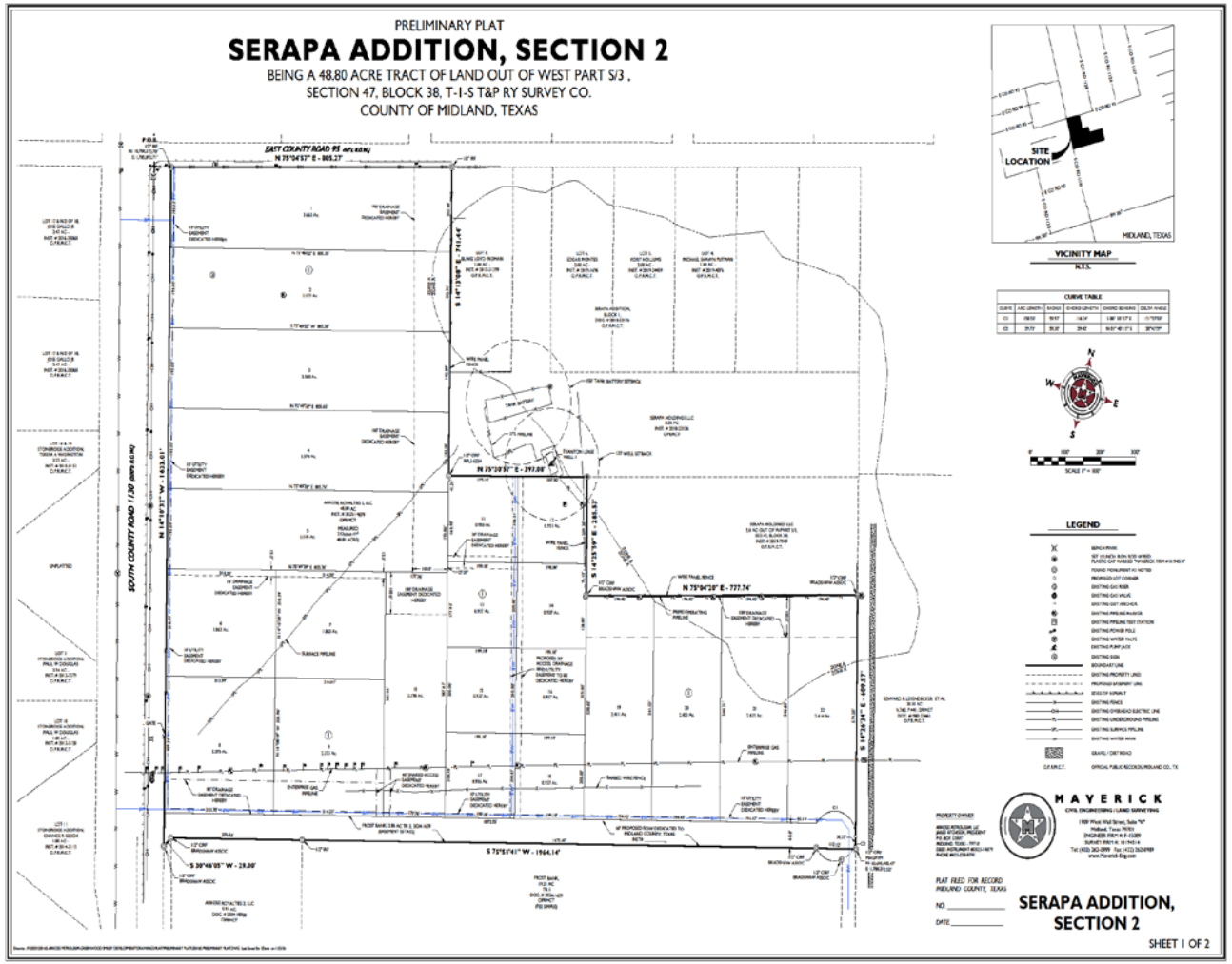
APPLICATION SUMMARY

- **Property Owner:** Arkose Royalties 2, LLC
- **Representative:** Ashlee Devine, with Maverick Engineering
- **Location:** Generally located at the southeast corner of the intersection of East County Road 95 and South County Road 1130. (Extraterritorial Jurisdiction)
- **Reason for Request:** Platting for future industrial development with office space



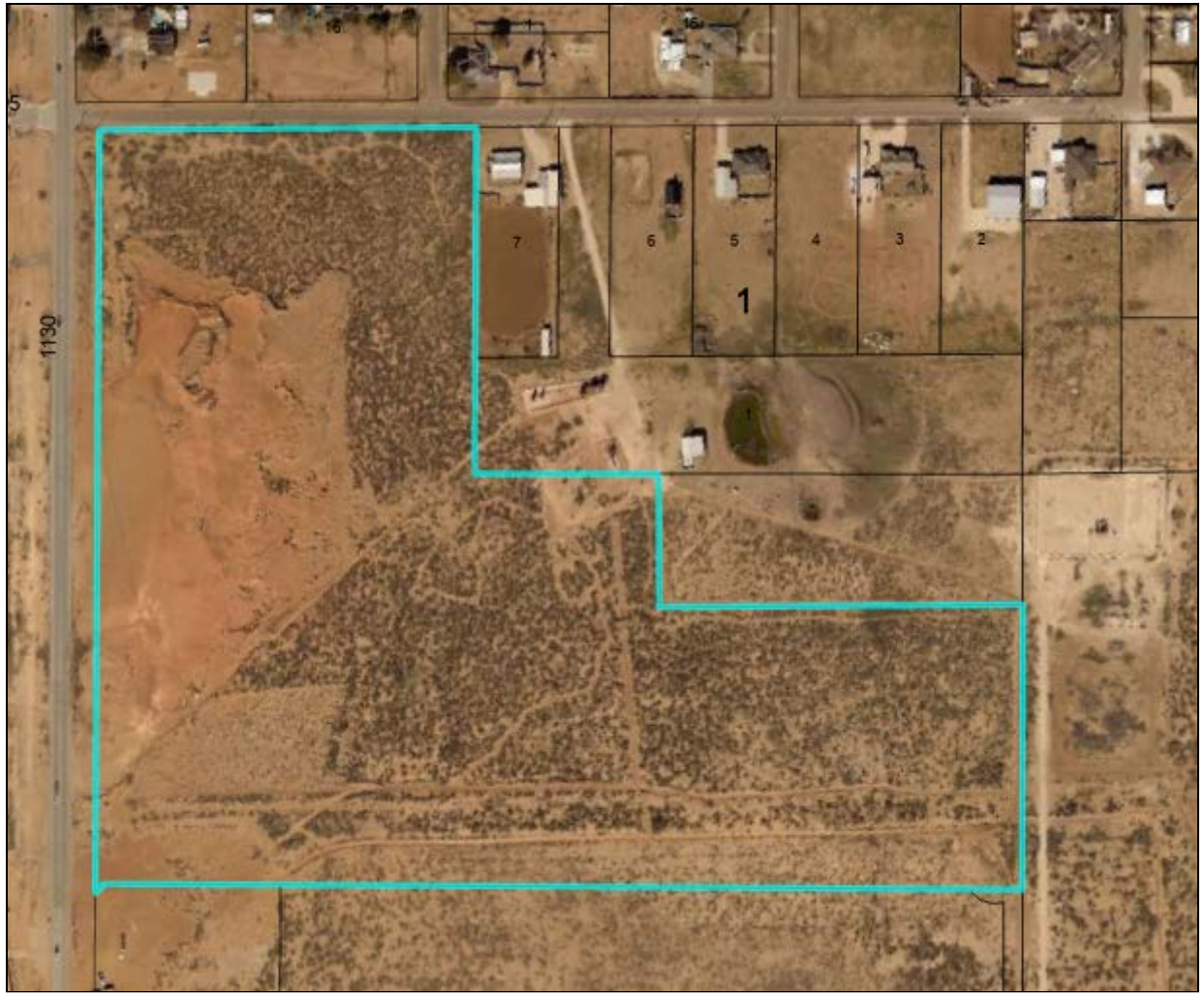
PLAT DETAILS

- **Acreage:** 48.80-acres
- **Number of Existing Lots:** 0
- **Number Proposed Lots:** 22



LAND USE

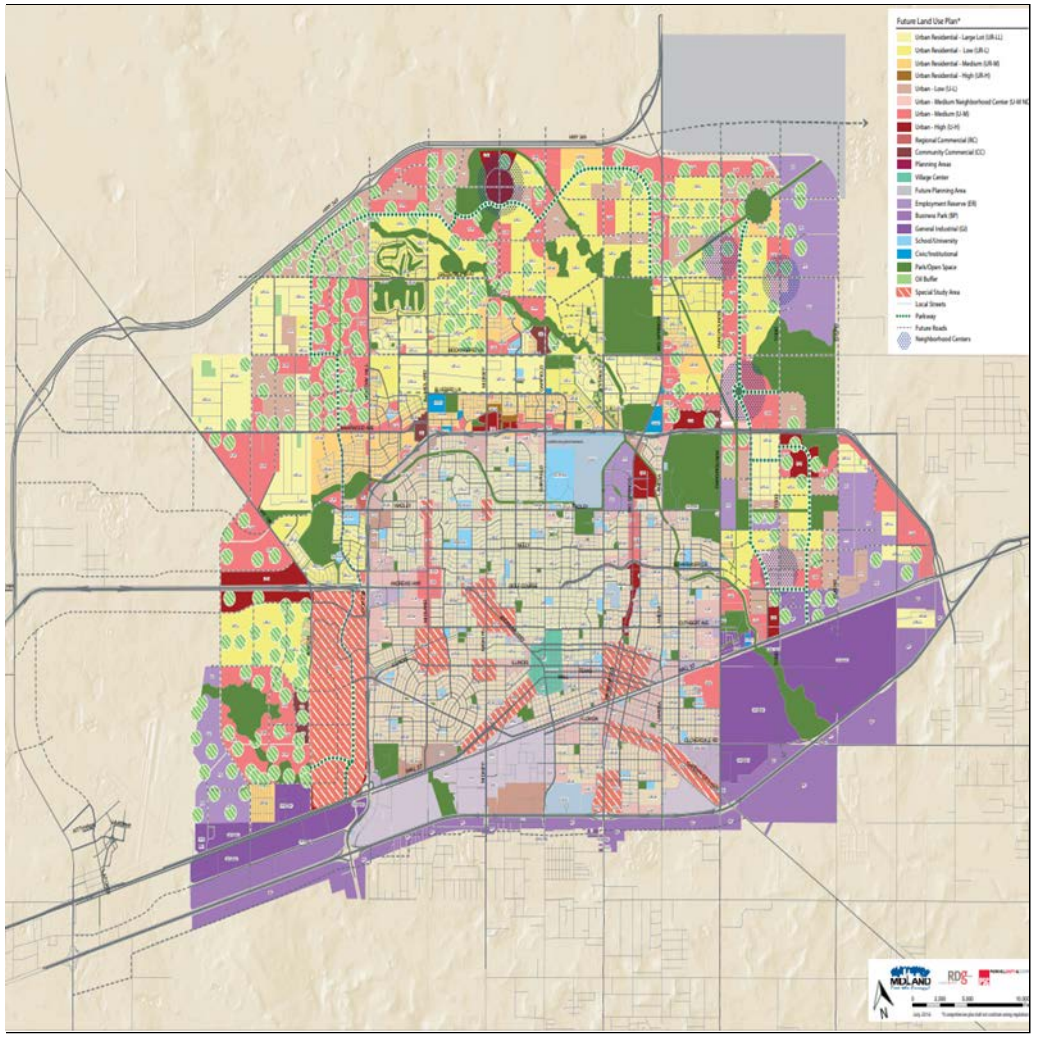
- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/West:** Single-Family Housing
  - **East:** Single-Family Housing and Vacant Land
  - **South:** Vacant Land
- **Proposed Use:** Industrial Use



MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **TCT Land Use Designation:** Not designated



RELATED ITEMS

- Since the plat is over 25.00-acres, it will need City Council approval. This plat is scheduled for the March 24, 2026, City Council Meeting.

STAFF'S RECOMMENDATION

- The Planning & Zoning Commission approved this request on March 2, 2026.
- Staff recommends approval of this request subject to 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. [11-2-3(D)11(a)(6)].

STAFF'S RECOMMENDATION

B. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]

C. 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: 15.
Meeting Date: March 24, 2026
To: City Council
From: Lindsey Adams, Strategic Partnerships Officer
Subject: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A TARIFF AUTHORIZING AN ANNUAL RATE REVIEW MECHANISM AS A SUBSTITUTION FOR THE ANNUAL INTERIM RATE ADJUSTMENT PROCESS DEFINED BY SECTION 104.301 OF THE TEXAS UTILITIES CODE, AND AS NEGOTIATED BETWEEN ATMOS ENERGY CORP., WEST TEXAS DIVISION ("ATMOS WEST TEXAS") AND THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS; REQUIRING ATMOS WEST TEXAS TO REIMBURSE THE CITY'S REASONABLE RATEMAKING EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO DELIVER THIS RESOLUTION TO ATMOS WEST TEXAS AND LEGAL COUNSEL

Purpose:
Adoption of the RRM tariff recommended by the Steering Committee of Cities Served by Atmos West Texas, of which the City of Midland is a member, to allow an expedited rate review process as a substitute for the GRIP process.

Recommended Action:
Staff recommends this item be approved to continue fair delivery of natural gas from Atmos.

Fiscal Impact:
No fiscal impact.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
the Steering Committee recently approved a settlement with Atmos West Texas on the RRM tariff, attached hereto as Exhibit A and incorporated herein for all purposes, that contains no substantive changes, other than updating the tariff to reflect the most recent rate case and resulting Final Order found on the Railroad Commission filing system in Docket OS-24-00018879.

Attachments:

A. RESOLUTION WITH EXHIBIT - 2026.03.16 - 2026 RRM Tariff Reso w Exh

Michele Hagemann, Development Services	Created/Initiated - 3/3/2026
Lindsey Adams, Engineering Services	Approved - 3/3/2026
Carl Craigo, Utilities	Approved - 3/10/2026
Christy Weakland, Finance	Approved - 3/11/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/17/2026
Morris Williams, City Manager	Approved - 3/17/2026
Jan Hamilton, City Secretary	Final Approval - 3/18/2026

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A TARIFF AUTHORIZING AN ANNUAL RATE REVIEW MECHANISM AS A SUBSTITUTION FOR THE ANNUAL INTERIM RATE ADJUSTMENT PROCESS DEFINED BY SECTION 104.301 OF THE TEXAS UTILITIES CODE, AND AS NEGOTIATED BETWEEN ATMOS ENERGY CORP., WEST TEXAS DIVISION ("ATMOS WEST TEXAS") AND THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS; REQUIRING ATMOS WEST TEXAS TO REIMBURSE THE CITY'S REASONABLE RATEMAKING EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO DELIVER THIS RESOLUTION TO ATMOS WEST TEXAS AND LEGAL COUNSEL

WHEREAS, the City of Midland, Texas (the "City") is a gas utility customer of Atmos Energy Corp., West Texas Division ("Atmos West Texas") and a regulatory authority with an interest in the rates and charges of Atmos West Texas; and

WHEREAS, the City and similarly-situated West Texas municipalities created the Steering Committee of Cities Served by Atmos West Texas (the "Steering Committee") to efficiently address all rate and service matters associated with delivery of natural gas; and

WHEREAS, pursuant to the terms of a November 2007 agreement between the Steering Committee and Atmos West Texas that settled Atmos West Texas's interim rate filing under Section 104.301 of the Texas Utilities Code (a "GRIP" rate case), the Steering Committee and Atmos West Texas collaboratively developed a rate review mechanism ("RRM") tariff, ultimately authorized by the City in 2008, that allows for an expedited rate review process as a substitute for the GRIP process; and

WHEREAS, the City has kept some form of the RRM tariff in place since 2008; and

WHEREAS, the most recent version of the RRM tariff adopted in 2018 is now expired; and

WHEREAS, the Steering Committee recently approved a settlement with Atmos West Texas on the RRM tariff, attached hereto as Exhibit A and incorporated herein for all purposes, that contains no substantive changes, other than updating the tariff to reflect the most recent rate case and resulting Final Order found on the Railroad Commission filing system in Docket OS-24-00018879; and

WHEREAS, the RRM tariff contemplates reimbursement of the City's reasonable expenses associated with RRM tariff applications; and

WHEREAS, the Steering Committee recommends that all Steering Committee member cities adopt this resolution and the attached RRM tariff; and

WHEREAS, the attached RRM tariff is just, reasonable, and in the public interest;

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

SECTION ONE. That the recitals above and the findings set forth in this Resolution are hereby in all things approved.

SECTION TWO. That the attached RRM tariff re-establishing a form of Rate Review Mechanism is just, reasonable, and in the public interest, and is hereby adopted.

SECTION THREE. That Atmos West Texas shall reimburse the City's reasonable expenses associated with adoption of this Resolution and the attached RRM tariff and in processing future RRM tariff applications filed pursuant to the attached tariff.

SECTION FOUR. That to the extent any resolution previously adopted by the City is inconsistent with this Resolution, such resolution is hereby repealed.

SECTION FIVE. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION SIX. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, and the remaining provisions of this Resolution shall be interpreted as if the offending section or clause never existed.

SECTION SEVEN. That this Resolution shall become effective from and after its passage.

SECTION EIGHT. That the City Secretary is hereby authorized and directed to send copies of this Resolution to Atmos West Texas, care of Philip Littlejohn, Vice President of Rates and Regulatory Affairs, West Texas Division, 6606 66th Street, Lubbock, Texas 79424 (philip.littlejohn@atmosenergy.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

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., 2026, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**RRM – Rate Review Mechanism**	
APPLICABLE TO:	**ALL INCORPORATED CUSTOMERS IN THE WEST TEXAS DIVISION EXCEPT CUSTOMERS IN THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING.**	
EFFECTIVE DATE:	**Bills Rendered on and after**	**PAGE:**

I. Applicability

Applicable to Residential, Commercial, Industrial, and Transportation tariff incorporated areas customers in the West Texas Division of Atmos Energy Corporation ("Company") with the exception of those customers within the Cities of Amarillo, Lubbock, Dalhart, and Channing. This Rate Review Mechanism ("RRM") provides for an annual adjustment to the Company's Residential, Commercial, Industrial, and Transportation Rate Schedules ("Applicable Rate Schedules"). Rate calculations and adjustments required by this tariff shall be determined on a System-Wide cost basis.

II. Definitions

"Test Period" is defined as the twelve months ending December 31st of each preceding calendar year.

The "Effective Date" is the date that adjustments required by this tariff are applied to customer bills. The annual Effective Date is October 1.

Unless otherwise noted in this tariff, the term "Final Order" refers to the final order issued by the Railroad Commission of Texas in Docket No. OS-24-00018879 as specified in Section III below.

The term "System-Wide" means all incorporated and unincorporated areas served by the Company within the West Texas Division.

"Review Period" is defined as the period from the Filing Date until the Effective Date.

The "Filing Date" is as early as practicable, but no later than April 1 of each year.

III. Calculation

The RRM shall calculate an annual, System-Wide cost of service ("COS") that will be used to adjust applicable rate schedules prospectively as of the Effective Date. The Company may request recovery of its total cost of service but will include schedules showing the computation of any adjustments. The annual cost of service will be calculated according to the following formula:

$$COS = OM + DEP + RI + TAX + CD$$

Where:

OM = all reasonable and necessary operation and maintenance expenses from the Test Period adjusted for known and measurable items and prepared consistent with the rate making treatments approved in the Final Order. Incentive compensation (Management Incentive Plan, Variable Pay Plan and Long Term Incentive Plan) related to Atmos' Shared Services Unit will be applied consistent with treatment approved in the Final Order. Additionally, O&M adjustments will be incorporated and applied as modified by a final order, not subject to appeal, issued by the Railroad Commission of Texas in subsequent rate cases involving the Atmos Mid-Tex or West Texas divisions. Known and measurable adjustments shall be limited to those changes that have occurred prior to the Filing Date. OM may be adjusted for

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atypical and non-recurring items. Shared Services allocation factors shall be recalculated each year based on the latest component factors used during the Test Period, but the methodology used will be that approved in the Final Order.

DEP = depreciation expense calculated at depreciation rates approved by the Final Order. Additionally, if depreciation rates are approved in a subsequent final order, not subject to appeal, issued by the Railroad Commission of Texas for the West Texas division those rates would be applicable for subsequent RRM filings.

RI = return on prudently incurred investment calculated as the Company's pretax return multiplied by rate base at Test Period end. Rate base is prepared consistent with the rate making treatments approved in the Final Order as specifically related to capitalized incentive compensation (Management Incentive Plan, Variable Pay Plan and Long Term Incentive Plan) for Atmos' Shared Services Unit. However, no post Test Period adjustments will be permitted. Additionally, adjustments will be incorporated and applied as modified by a final order, not subject to appeal, issued by the Railroad Commission of Texas in subsequent rate cases involving the Atmos Mid-Tex or West Texas divisions. Pretax return is the Company's weighted average cost of capital before income taxes. The Company's weighted average cost of capital is calculated using the methodology from the Final Order including the Company's actual capital structure and long term cost of debt as of the Test Period end (adjusted for any known and measurable changes that have occurred prior to the filing date) and the return on equity of 9.8%. However, in no event will the percentage of equity exceed 58%. Regulatory adjustments due to prior regulatory rate base adjustment disallowances will be maintained. Cash working capital will be calculated using the lead/lag days approved in the Final Order. With respect to pension and other postemployment benefits, the Company will record a regulatory asset or liability for these costs until the amounts are included in the next annual rate adjustment implemented under this tariff. Each year, the Company's filing under this Rider RRM will clearly state the level of pension and other postemployment benefits recovered in rates.

TAX = income tax and taxes other than income tax from the Test Period adjusted for known and measurable changes occurring after the Test Period and before the Filing Date, and prepared consistent with the rate making treatments approved in the Final Order. Atmos Energy shall comprehensively account for, including establishing a regulatory liability to account for, any statutory change in tax expense that is applicable to months during the Test Period calculation to ensure recovery of tax expense under new and old income tax rates.

CD = interest on customer deposits.

IV. Annual Rate Adjustment

The Company shall provide schedules and work papers supporting the Filing's revenue deficiency/sufficiency calculations using the methodology accepted in the Final Order. The result shall be reflected in the proposed new rates to be established for the effective period. The Revenue Requirement

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will be apportioned to customer classes consistent with class revenue distribution resulting from the Final Order. For the Residential Class, 50% of the increase may be recovered in the customer charge. However, the increase to the Residential customer charge shall not exceed $0.60 per month in the initial filing and $0.70 per month in any subsequent year. The remainder of the Residential Class increase not collected in the customer charge will be recovered in the usage charge. For all other classes, the change in rates will be apportioned between the customer charge and the usage charge, consistent with the Final Order. Test Period billing determinants shall be adjusted and normalized according to the methodology utilized in the Final Order.

V. Filing

The Company shall file schedules annually with the regulatory authority having original jurisdiction over the Company's rates on or before the Filing Date that support the proposed rate adjustments. The schedules shall be in the same general format as the cost of service model and relied-upon files upon which the Final Order was based. A proof of rates and a copy of current and proposed tariffs shall also be included with the filing. The filing shall be made in electronic form where practical. The Company's filing shall conform to Minimum Filing Requirements (to be agreed upon by the parties), which will contain a minimum amount of information that will assist the regulatory authority in its review and analysis of the filing. The Company and regulatory authority will endeavor to hold a technical conference regarding the filing within twenty (20) calendar days after the Filing Date.

A sworn statement shall be filed by an Officer of the Company affirming that the filed schedules are in compliance with the provisions of this Rate Review Mechanism and are true and correct to the best of his/her knowledge, information, and belief. No testimony shall be filed, but a brief narrative explanation shall be provided of any changes to corporate structure, accounting methodologies, allocation of common costs, or atypical or non- recurring items included in the filing.

VI. Evaluation Procedures

The regulatory authority having original jurisdiction over the Company's rates shall review and render a decision on the Company's proposed rate adjustment prior to the Effective Date. The Company shall provide all supplemental information requested to ensure an opportunity for adequate review by the relevant regulatory authority. The Company shall not unilaterally impose any limits upon the provision of supplemental information and such information shall be provided within seven (7) working days of the original request. The regulatory authority may propose any adjustments it determines to be required to bring the proposed rate adjustment into compliance with the provisions of this tariff.

The regulatory authority may disallow any net plant investment that is not shown to be prudently incurred. Approval by the regulatory authority of net plant investment pursuant to the provisions of this tariff shall constitute a finding that such net plant investment was prudently incurred. Such finding of prudence shall not be subject to further review in a subsequent RRM or Statement of Intent filing.

During the Review Period, the Company and the regulatory authority will work collaboratively and seek agreement on the level of rate adjustments. If, at the end of the Review Period, the Company and the regulatory authority have not reached agreement, the regulatory authority shall take action to modify or deny the proposed rate adjustments. The Company shall have the right to appeal the regulatory

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authority's action to the Railroad Commission of Texas. Upon the filing of an appeal of the regulatory authority's order relating to an annual RRM filing with the Railroad Commission of Texas, the regulatory authority having original jurisdiction over the Company's rates shall not oppose the implementation of the Company's proposed rates subject to refund, nor will the regulatory authority advocate for the imposition of a third party surety bond by the Company. Any refund shall be limited to and determined based on the resolution of the disputed adjustment(s) in a final, non-appealable order issued in the appeal filed by the Company at the Railroad Commission of Texas.

In the event that the regulatory authority and Company agree to a rate adjustment(s) that is different from the adjustment(s) requested in the Company's filing, the Company shall file compliance tariffs consistent with the agreement. No action on the part of the regulatory authority shall be required to allow the rate adjustment(s) to become effective on October 1. To the extent that the regulatory authority does not take action on the Company's RRM filing by September 30, the rates proposed in the Company's filing shall be deemed approved effective October 1. Notwithstanding the preceding sentence, a regulatory authority may choose to take affirmative action to approve a rate adjustment under this tariff. In those instances where such approval cannot reasonably occur by September 30, the rates finally approved by the regulatory authority shall be deemed effective as of October 1.

To defray the cost, if any, of regulatory authorities conducting a review of the Company's annual RRM filing, the Company shall reimburse the regulatory authorities on a monthly basis for their reasonable expenses incurred upon submission of invoices for such review. Any reimbursement contemplated hereunder shall be deemed a reasonable and necessary operating expense of the Company in the year in which the reimbursement is made. A regulatory authority seeking reimbursement under this provision shall submit its request for reimbursement to the Company no later than December 1 of the year in which the RRM filing is made and the Company shall reimburse regulatory authorities in accordance with this provision on or before December 31 of the year the RRM filing is made.

To the extent possible, the provisions of the Final Order shall be applied by the regulatory authority in determining whether to approve or disapprove of Company's proposed rate adjustment.

This Rider RRM does not limit the legal rights and duties of a regulatory authority. Nothing herein shall abrogate the jurisdiction of the regulatory authority to initiate a rate proceeding at any time to review whether rates charged are just and reasonable. Similarly, the Company retains its right to utilize the provisions of Texas Utilities Code, Chapter 104, Subchapter C to request a change in rates. The provisions of this Rider RRM are implemented in harmony with the Gas Utility Regulatory Act (Texas Utilities Code, Chapters 101-105).

The annual rate adjustment process set forth in this tariff shall remain in effect during the pendency of any Statement of Intent rate filing.

VII. Reconsideration, Appeal and Unresolved Items

Orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007).

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VIII. Notice

Notice of each annual RRM filing shall be provided by including the notice, in conspicuous form, in the bill of each directly affected customer no later than forty-five (45) days after the Company makes its annual filing pursuant to this tariff. The notice to customers shall include the following information:

a) a description of the proposed revision of rates and schedules;

b) the effect the proposed revision of rates is expected to have on the rates applicable to each customer class and on an average bill for each affected customer;

c) the service area or areas in which the proposed rates would apply;

d) the date the annual RRM filing was made with the regulatory authority; and

e) the Company's address, telephone number and website where information concerning the proposed rate adjustment can be obtained.

City Council Meeting

Item Number: 16.
Meeting Date: March 24, 2026
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE EXECUTION OF A SURFACE USE AGREEMENT (26-329-010) WITH PIONEER NATURAL RESOURCES USA, INC., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS

Purpose:
Motion allows the Surface Owner and Operator to enter into an agreement regarding the Operator's use of the Surface Premises for its oil and gas operations thereon for the purpose of providing for the protection of the surface estate and water resources of the Surface Premises in connection with oil and gas exploration, development, and production under the Leases;

Recommended Action:

Fiscal Impact:
The following fees will be collected and are based on COM / UT Rate:

Application fee (one time): $1,000

Initial Fee: $10,000

Annual Fee beginning 2027 : $10,000.00

Location (Surface Damage) fees for a total of 12 wells over 13,000 feet total depth.
Well 1 = $80,000.00
Well 2-12 = $220,000.00

Pipeline 1: 4" (253.63 rods * $180.00) $45,653.40
2: 6" (253.63 rods * $280.00) $71,016.40

Power Line: (225.65 rods * $76.00) $17,225.40

Temporary ROW: (5,522.42' *5' = 27,612.10 sq. ft. * $0.30) $8,283.63

Total collected this date: $453,178.83

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
The City of Midland owns an undivided interest in the surface of property located in Section 9, Block 38, 2 - South, commonly referred to as the Plant Farm. Land is primarily used to spread treated effluent water when needed. This area of the Plant Farm is primarily used for drilling and production activity.

ExxonMobil self-insured.

City Secretary to record a Memorandum of Surface Use.

Attachments:
A. Pioneer Executed SUA
B. Council map Exxon_Coon-Mashburn

John Simmons, Utilities	Created/Initiated - 3/4/2026
Carl Craigo, Utilities	Approved - 3/10/2026
Linda Ochoa, Legal	Approved - 3/17/2026
Jose Ortiz, City Manager	Approved - 3/17/2026
Morris Williams, City Manager	Approved - 3/17/2026
Jan Hamilton, City Secretary	Final Approval - 3/18/2026

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT (this "Agreement") is made and entered into effective as of the ____ day of _____, 20__ (the "Effective Date"), by and between the **CITY OF MIDLAND, TEXAS**, a home rule municipal corporation, whose address is 300 N. Loraine, Midland, Texas, 79701 ("Surface Owner"), and **PIONEER NATURAL RESOURCES USA, INC.** whose address is 3617 N. Big Spring Street, Midland, Texas ("Operator").

WHEREAS, Surface Owner owns an undivided interest in the surface of property located in Midland County, Texas, being the **S/2 Section 9, Block 38, T-2-S, T&P RR Co. Survey, Midland County, Texas** (hereafter collectively referred to as the "Surface Premises"); and

WHEREAS, Operator currently is a party to those certain Oil, Gas and/or Mineral Leases described in **Exhibit A** attached hereto and made a part hereof for all purposes and subsequent to the Effective Date may be, a party to Oil, Gas and/or Mineral Leases (all such Oil, Gas and/or Mineral Leases referenced in this recital, collectively, the "Leases", and individually a "Lease"), in each case which cover, among other lands, the mineral rights underlying **Sections 4 and 9, Block 38, T-S-2, T&P RR Co. Survey and the S/2, SW/4, SE/ 4 of Section 45, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas** (such specifically described lands being hereafter collectively referred to as the "Leased Premises"); and

WHEREAS, Surface Owner and Operator desire to enter into an agreement regarding Operator's use of the Surface Premises for its oil and gas operations thereon for the purpose of providing for the protection of the surface estate and water resources of the Surface Premises in connection with oil and gas exploration, development, and production under the Leases;

NOW, THEREFORE, in consideration of the premises and the covenants set forth below, Surface Owner and Operator agree as follows:

1. GRANT OF RIGHT TO USE SURFACE PREMISES:

(a) Surface Owner hereby grants to Operator the non-exclusive right of use to the Surface Premises to drill, complete, construct, install, operate, produce, repair, maintain, replace, abandon and/or remove, all in accordance with the terms of this Agreement, those certain wells, equipment, fixtures, structures, improvements, roads, pipelines, electric lines and/or other facilities enumerated (the "Facilities"), described and located as specifically set forth in **Exhibit B** attached hereto and made a part hereof for all purposes upon the Surface Premises for the purposes of drilling for, equipping, operating and producing oil, gas and other minerals from the Leased Premises (the "Well Plans"). Notwithstanding anything to the contrary contained in this Agreement, this Agreement is not a waiver for, nor does it grant permission for any future development not included in the Well Plans.

(b) Unless otherwise agreed to in writing by Surface Owner, except as specifically provided in the Well Plans, no other wells, equipment, fixtures, structures, improvements, roads,

pipelines, electric lines or other facilities, including, without limitation, tank batteries, heater treaters, dehydrators, compressors, or gas treatment facilities, shall be located on the Surface Premises.

(c) After the completion of any well under the terms of this Agreement, Operator agrees to notify in writing within thirty (30) days after such completion, Surface Owner and all applicable taxing authorities 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.

(d) Subject to the following sentence, Surface Owner expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, upon and across the Surface Premises, including the airspace, to the extent such uses do not unreasonably interfere with the rights granted herein to Operator. Surface Owner expressly reserves the right to use and to grant to third parties the right to use the Surface Premises and the subsurface below and airspace above the Surface Premises for any purpose, provided, however, no such use or grant shall unreasonably interfere with the rights granted herein to Operator. Without limiting the foregoing, (i) Operator shall not interfere with any activities of Surface Owner deemed by Surface Owner to be for legitimate public purposes on the Surface Premises, and (ii) Surface Owner expressly reserves the right to install in or on the Surface Premises any streets or alleys and all ancillary public uses usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures and public utilities, provided, however, such do not unreasonably interfere with or constitute a hazard to Operator's rights hereunder or to third parties accessing the Surface Premises. Any and all utilities and appurtenances shall include, without limitation, pipelines, conduits, and pole lines, which may be installed on, above or below ground by Surface Owner to the extent such do not unreasonably interfere with or constitute a hazard to Operator's rights hereunder or to third parties accessing the Surface Premises.

(e) Without limiting the provisions of subparagraph (a) above, Operator agrees that it shall not be entitled to use any more of the surface of the Surface Premises than is reasonably necessary and that all surface installations shall be kept to a reasonable minimum consistent with good operating practices. Additionally, Operator hereby acknowledges and agrees that notwithstanding (i) any right granted via separate agreement unto Operator to utilize the Surface Premises, and/or (ii) any implied right of use under the laws of the State of Texas that might otherwise apply relating to exploitation of the mineral estate under the Surface Premises or the Leased Premises, all operations on the Surface Premises after the Effective Date will be conducted in compliance with the terms of this Agreement.

2. TERM AND TERMINATION:

(a) This Agreement shall be for a term of twenty (20) years (the "Initial Term"), commencing on the Effective Date of this Agreement, unless terminated earlier as provided hereafter. This Agreement shall automatically renew at the end of the Initial Term for one (1) additional term of twenty (20) years (the "Extended Term"), upon the written request of Operator to the City Manager of the City of Midland, Texas ("City Manager") received not more than one (1) year and not less than ninety (90) days prior to the expiration of the Initial Term and subject to the express written consent of the City Manager. The granting of consent for the Extended Term is in the sole discretion of the

City Manager, subject to any approval of the City Council of the City of Midland, Texas or other applicable governmental approval which may be required.

(b) Notwithstanding anything to the contrary contained in this Agreement, including, without limitation, subparagraph (a) above, in the event there exists a time in which all Leases in which Operator owned an interest aggregately have terminated or expired as to all of the Leased Premises underlying the Surface Premises prior to the expiration or termination of the Initial Term or the Extended Term (if the Extended Term is in effect pursuant to subparagraph (a) above), this Agreement shall automatically terminate.

(c) Surface Owner may terminate this Agreement if Operator fails to pay, when due, any amount owing under this Agreement and that failure continues for thirty (30) days after Surface Owner receives written notice of such delinquency to Operator. Surface Owner may also terminate this Agreement if Operator commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this Agreement, and the breach or default continues for a period of thirty (30) days after Surface Owner receives written notice to Operator reasonably detailing the breach or default.

(d) Notwithstanding anything to the contrary contained in this Agreement, including, without limitation, subparagraph (a) above, it is specifically provided that as an express condition of this Agreement, and not as a mere covenant, any time after any measurable form of the operations contemplated and permitted under this Agreement have begun, if the Surface Premises cease to be used by Operator for the purposes enumerated herein for any period of six (6) consecutive months or longer, then and in that event, this Agreement shall terminate at Surface Owner's option, as evidenced by Surface Owner's written notice to Operator of such termination.

(e) Notwithstanding anything to the contrary contained in this Agreement, upon the expiration or earlier termination of this Agreement, Operator will have the continuing right of access to the Surface Premises for the purposes of plugging wells and removing equipment, for a period of ninety (90) days following such expiration. Upon expiration or termination of this Agreement, at its option, Surface Owner may either: (i) allow or roads, pipelines, and electric lines, or any of them on the Surface Premises that were used or constructed by Operator to remain; or (ii) require Operator to comply with the applicable provisions of subparagraphs (f) and (g) below and Paragraphs 5(c), 5(d), 6(g), 7(b), 8(c), 9(b) and 24.

(f) If, upon expiration or termination of this Agreement, Surface Owner elects to allow or require all or portions (specified by Surface Owner) of the roads, pipelines, and electric lines on the Surface Premises that were used or constructed by Operator to remain, said roads, pipelines, and electric lines , or portions thereof specified by Surface Owner, shall be and become the property of Surface Owner, its successors and assigns, and Operator shall surrender and assign, or shall cause all such appropriate parties to surrender and assign, to Surface Owner, its successors and assigns, said roads, pipelines, and electric lines , or portions thereof specified by Surface Owner, by such instruments in form and substance reasonably required by Surface Owner and reasonably acceptable to Operator and Surface Owner shall assume all obligations and liabilities associated therewith, in each case arising and accruing only as to all time periods from and after

the date of such assignment. Any pipelines left by Operator shall be purged with fresh water, filled with inert materials, cut, and capped at the property lines before abandonment of Operator.

(g) Upon expiration or termination of this Agreement, as to all or any portions of the equipment, fixtures, structures, improvements, roads, pipelines, electric lines and/or other facilities on the Surface Premises that were used or constructed by Operator which Surface Owner elects not to allow or require to remain, then Operator shall comply with the applicable provisions of Paragraphs 5(c), 5(d), 6(g), 7(b), 8(c), 9(b) and 24. Except as specifically provided in such Paragraphs, Operator shall, at its sole cost and expense, restore the Surface Premises to its original condition as nearly as reasonably practicable, and shall plant the disturbed area with the type and quantity of grass or other reasonable landscaping designated by Surface Owner. For purposes of this Agreement, "original condition" means the condition as existed immediately prior to the construction or installation of any oil and gas equipment, fixtures, structures, improvements, roads, pipelines, electric lines and/or other facilities on the Surface Premises. If Operator fails to take such removal and restoration actions, Surface Owner may do so at the sole expense of Operator. Without limiting the foregoing, said work shall meet minimum requirements under all applicable local, state or federal laws, rules or regulations, and shall be subject to the approval of the City Manager. All of said work shall be completed within ninety (90) days after the effective date of expiration or termination of this Agreement.

(h) All of the terms, provisions and requirements of subparagraphs (e), (f) and (g) immediately above and this subparagraph (h) shall survive the termination or expiration of this Agreement for a period of twenty-five (25) years.

3. FINANCIAL CONSIDERATIONS:

As compensation for the surface use and operations of Operator during the term of this Agreement, Operator agrees to pay Surface Owner the following fees:

(a) **Initial Fee and Renewal Fee.** For the Initial Term, an initial fee (the "Initial Fee") in the amount of Ten Thousand and No/100 Dollars ($10,000.00) shall be due and payable on or prior to the Effective Date of this Agreement. At the end of the Initial Term of this Agreement, for any Extended Term consented to by the City Manager, a renewal fee (the "Renewal Fee") shall be payable by Operator to Surface Owner in such amount as may be agreed to between the parties, provided that the amount of such Renewal Fee shall not be more than twenty-five percent (25%) more than the Initial Fee paid for the Initial Term. The amount of such Renewal Fee shall be determined by Surface Owner if the parties are unable to agree on the amount of such Renewal Fee.

(b) **Surface Damage Fees.** Operator shall pay surface damage fees as provided in Paragraph 23 below.

(c) **Annual Fee.** During the Initial Term, Operator shall pay to Surface Owner an annual fee (the "Annual Fee") in the amount of Ten Thousand and No/100 Dollars ($10,000.00) which shall be payable each year on or before the anniversary of the Effective Date of this Agreement. During any Extended Term consented to by the City Manager, Operator shall pay to Surface Owner

each year on or before the anniversary of the Effective Date of this Agreement an Annual Fee in such amount as may be agreed to between the parties, provided that the Annual Fee payable during the Extended Term shall not be more than twenty-five percent (25%) more than the Annual Fee paid during the Initial Term. The amount of the Annual Fee payable during any Extended Term shall be determined by Surface Owner if the parties are unable to agree on such amount. Operator's failure to make the Annual Fee payment within thirty (30) days after the Annual Fee is due shall constitute a late payment and Operator shall pay Surface Owner interest thereon in the amount of (i) eighteen percent (18%) per annum from the date the Annual Fee is due, or (ii) the maximum amount of interest allowable by law, whichever is less.

(d) **Application Fee.** At the same time the Initial Fee is due, Operator shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Surface Owner. The fee shall be used to process the application for this Agreement.

All payments due to Surface Owner under this Agreement shall be made to Surface Owner at the office of the City of Midland Right-of-Way Manager, P.O. Box 1152, Midland, Texas, 79702. Unless provided otherwise under this Agreement, all surface damages shall be due and payable to Surface Owner within thirty (30) days after the installation or construction of the applicable well, equipment, fixture, structure, improvement, road, pipeline, electric line or other facility.

The payments required as part of this Agreement 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.

4. NOTICE BETWEEN SURFACE OWNER AND OPERATOR:

(a) Prior to commencing any road, pipeline, electric line or other construction on the Surface Premises, Operator shall notify Surface Owner in writing of the specific activity that is to be conducted and the approximate date and location of such activity, such notice to be given no later than ten (10) days prior to the commencement of construction. Except as provided in Paragraph 6(c), Operator will provide to Surface Owner at least three (3) days' written notice prior to the arrival of any drilling equipment on the Surface Premises, except in an emergency situation in which case Operator will provide written notice as soon as reasonably available. Notice under this subparagraph (a) shall be provided as specified in subparagraph (d) below, and to the City of Midland's Utilities Director at the contact information provided to Operator by Surface Owner.

(b) Operator shall provide to Surface Owner within ten (10) days after such filing is made or such document is prepared, as applicable, unless a different time period is specified below, copies of the following:

(i) Groundwater Protection Determination Letter provided to the Texas Commission of Environmental Quality.

(ii) Email notification of Form W-1, Applications to Drill, at the time the application is filed with the Texas Railroad Commission.

(iii) Email notification of Form W-1, Approved Permit to Drill.

(iv) Wellbore schematic through the freshwater zones.

(v) Copy of the Spill Prevention Control and Countermeasure ("SPCC") Plan, including phone numbers of company personnel.

(vi) Any other documents filed with the Railroad Commission of Texas ("RRC") regarding the Surface Premises or the Leased Premises.

(c) Operator agrees to designate in writing the name of the person or persons with whom Surface Owner may communicate about the activities being conducted on the surface and with whom Surface Owner may resolve issues that arise.

(d) Except as otherwise provided in this Agreement, all communications by Operator to Surface Owner shall be directed to:

Name:	John Simmons, Right-of-Way Manager
Address:	P.O. Box 1152
	Midland, Texas 79702
Phone:	432-685-7200
Email:	jsimmons@midlandtexas.gov

5. ROADS, GATES, AND FENCES:

(a) Operator agrees to use existing gates and roadways where available, to enter, leave and cross the Surface Premises; provided that Operator shall not use any road marked "Closed to Oilfield Traffic." Operator and all persons entering or leaving the Surface Premises in connection with Operator's operations hereunder shall keep all outside and interior gates securely closed except during drilling and completion operations, plus a period of thirty (30) days after completion of such operations. Operator shall keep all outside gates, and all other gates designated by Surface Owner, securely locked except during drilling and completion operations, plus a period of thirty (30) days after completion of such operations. At any gate that is to be locked, Surface Owner may install its own lock in addition to Operator's lock.

(b) The location of all new roads installed by Operator shall be at mutually agreeable locations between Operator and Surface Owner. Except as to any new roads included in the Well Plans, Operator shall not commence to construct any new roads upon the Surface Premises without the prior written consent of Surface Owner. Once the road location is determined, all mesquite and cactus along the road location shall first be dozed or grubbed and piled in intervals along the route and then promptly removed from the Surface Premises. Roads shall not exceed twenty-five (25) feet in width unless otherwise specified by Surface Owner. All roads used or constructed by Operator shall be topped and crowned with a minimum of nine (9) inches of caliche. All large rocks (having a diameter greater than three (3) inches) remaining from road construction shall be removed from the Surface Premises. While under construction, roads will be kept wet

down to avoid excessive dust. Notwithstanding that Surface Owner may use all roads used by Operator for any and all purposes at its own risk, Operator shall maintain all roads used by Operator in good repair, and all roads shall be maintained as all-weather caliche roads at all times. All holes and ruts in roads used by Operator shall be filled as soon as practical by Operator. Operator shall install adequate culverts wherever any road constructed or used by Operator crosses a natural drainage, and except as provided below all roads and any pipelines laid by Operator shall be so constructed and laid as not to interfere with the natural flow of surface waters or with drainage. Operator shall place water diversions along any road constructed or used by Operator as necessary to prevent excessive washing out of the road. All material for such diversions will be constructed using materials purchased from Surface Owner and Operator shall not use materials pushed up from the roadside, unless Surface Owner agrees otherwise. The maximum twenty-five (25) foot width of each road is to be measured from edge to edge of the caliche road surface and shall be exclusive of any area adjacent to the roadway surface utilized as (i) ditches or other reasonable water diversions, or (ii) brush clearance along the roadway. Unless otherwise agreed by Surface Owner, such adjacent area shall not exceed a width of five (5) feet on each side of the roadway surface.

(c) Unless otherwise requested in writing by Surface Owner, within ninety (90) days of the cessation of use of any road upon the Surface Premises by Operator or the expiration or termination of this Agreement, whichever is earlier, Operator shall, at its sole cost and expense, restore the surface to its original condition as nearly as reasonably practicable, and shall plant the disturbed area with the type and quantity of grass or other reasonable landscaping designated by Surface Owner. If Operator fails to take such removal and restoration action, Surface Owner may do so at the sole expense of Operator. The terms, provisions and requirements of this subparagraph (c) shall survive the termination or expiration of this Agreement for a period of seven (7) years.

(d) Operator agrees that Operator shall not cut or go over any fence at any time or in connection with any operations on the Surface Premises without first obtaining Surface Owner's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Operator and Surface Owner and shall be constructed as reasonably required by Surface Owner. Upon the expiration or termination of this Agreement, at Surface Owner's election, gates in fences shall be left in place and shall thereafter be owned by Surface Owner or Operator shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this subparagraph (d) shall survive the termination or expiration of this Agreement for a period of seven (7) years.

6. DRILL SITE LOCATIONS; FACILITIES; WELLBORES:

(a) All drill site locations and pads upon the Surface Premises shall be at such locations, of such maximum sizes and in accordance with such specifications, in each case as are included in the Well Plans. In the event Operator desires to drill a well on the Surface Premises which is not included in the Well Plans, Operator must obtain the prior written consent of Surface Owner for such well, including, without limitation, as to the location, size and specifications therefor, which consent shall not be unreasonably withheld by the Surface Owner. In construction of such sites Operator agrees to first doze or grub all mesquite, brush and cactus and push such material to one side of the pad. All such mesquite, brush and cactus shall then be removed from the Surface

Premises. Operator shall then remove and stack to the other side of the location, the first eight (8) inches of topsoil, or if there is less than eight (8) inches of topsoil at such location, such lesser depth of top soil, from the location.

(b) All casing, pipe and other materials used by Operator in the wells drilled in, on or under the Surface Premises (the "Subject Wells") shall be of a type and quality meeting Railroad Commission of Texas standards. In addition, the wellbores of the Subject Wells shall be constructed in accordance with the specifications set forth on **Exhibit C**, attached hereto, and such that no fresh water source will be contaminated. When total depth is reached in each Subject Well, Operator shall provide Surface Owner with bond logs promptly upon Operator's receipt of same.

(c) Operator shall provide to Surface Owner at least twenty-one (21) days' advance written notice of the scheduled drilling date of each Subject Well. In the event such scheduled drilling date changes, Operator shall provide notice of the rescheduled drilling date to Surface Owner as soon as possible.

(d) The locations and specifications for any and all fixtures, structures, improvements and/or other facilities, including, without limitation, tank batteries (collectively, "Facilities"), shall be included in the Well Plans. In the event Operator desires to construct or install any Facilities which are not included in the Well Plans, Operator must obtain the prior written consent of Surface Owner for such Facilities, including, without limitation, as to the location, size and specifications therefor, which consent shall not be unreasonably withheld by Surface Owner. Without limiting the foregoing, any tank battery or batteries to be installed on the Surface Premises shall include (i) for fiberglass tanks, lightning protection using a static dissipation system reasonably acceptable to Surface Owner, (ii) gas control with Enardo Vent valves or similar, subject to approval by Surface Owner which shall not be unreasonably withheld, (iii) a concrete or steel lined containment structure around the storage tanks, of a size sufficient to comply with RRC and Environmental Protection Agency ("EPA") requirements, (iv) SCADA electronic monitoring system, and (v) such other safeguards required by the RRC, EPA or Texas Commission on Environmental Quality ("TCEQ") and/or as reasonably requested by Surface Owner. Operator shall at all times maintain all equipment and permitted Facilities located on the Surface Premises in good repair and condition, in a properly painted condition through use of paint color(s) (i) tan, (ii) green or (iii) other colors as approved by Surface Owner, and kept reasonably free of rust, stains, weeds and trash. All firewalls and retaining walls will be kept reasonably free of weeds and brush.

(e) In construction of any Facility location, Operator agrees to first doze or grub all mesquite, brush and cactus and push such material to one side of the location. All such mesquite, brush and cactus shall then be removed from the Surface Premises. Operator shall then remove and stack to the other side of the location, the first eight (8) inches of topsoil, or if there is less than eight (8) inches of topsoil at such location, such lesser depth of top soil, from the location. Within sixty (60) calendar days after construction of any Facilities, Operator will clean up the area surrounding such Facilities and remove any and all spills, junk materials, concrete platforms, pieces of iron, pipes, steel and other debris and foreign materials and will level all mounds, fill all temporary pits and other excavations (in accordance with any requirements set forth herein) and will remove all deleterious materials and substances that might cause injury to person, wildlife, or livestock. All such materials,

trash, junk, etc. shall not be burned or buried on the Surface Premises or any other portion of Surface Owner's lands, but shall be removed therefrom.

(f) Operator shall provide trash trailers at drilling sites while drilling, completion and workover operations are in progress.

(g) Unless otherwise requested in writing by Surface Owner and subject to Paragraph 24, within ninety (90) days after abandonment of any well drill site location on the Surface Premises, abandonment of any Facility, or the expiration or termination of this Agreement, whichever is earlier, Operator shall, at its sole cost and expense, (i) remove all caliche from the applicable drill site(s) and/or Facility location(s), (ii) level the applicable drill site(s) and/or Facility location(s), (iii) spread uniformly over the drill site location(s) and/or Facility location(s) the top soil which was previously removed and stacked, (iv) plant the disturbed area with the type and quantity of grass or other reasonable landscaping designated by Surface Owner, and (v) clean the drill site(s) and/or Facility location(s) and remove all oil and/or gas waste materials, junk, pieces or iron, pipes and other debris. The terms, provisions and requirements of this subparagraph (g) shall survive the termination or expiration of this Agreement for a period of seven (7) years.

(h) All producing well locations and pits will be fenced with reasonable fencing as required by Surface Owner. Permanent internal combustion engines on pumping units (artificial lift equipment) are expressly prohibited from use on the Surface Premises, and Operator shall install an electric motor to operate any pumping unit placed by Operator on the Surface Premises to produce any well; provided, however, that an internal combustion engine on a pumping unit (artificial lift equipment) may be used for a period not exceeding one hundred twenty (120) consecutive days, such period being measured from the date such engine is placed on the Surface Premises through the date it is removed from the Surface Premises.

(i) Drilling rigs and pulling unit rigs shall not be painted, steam cleaned or cleaned with solvents while on the Surface Premises unless provisions have been made to collect the effluent(s) of the operation for disposal off the Surface Premises. All rig waste shall be removed from the Surface Premises. Demobilization operations shall commence promptly for any drilling rig or workover rig (in no event later than fourteen (14) days after the drilling or workover operations have been completed, except in the event of a heavy rain event that prevents the removal of said rig) unless the rig is to be used to drill or workover another well located on the Surface Premises within thirty (30) days following the completion of its use on a prior operation.

7. RESERVE PITS AND DISPOSAL OF DRILLING FLUIDS AND MUD:

(a) Each reserve pit, mud circulation pit, completion pit, workover pit, or other pit shall be at such locations, of such maximum sizes and in accordance with such specifications, in each case as are included in the Well Plans, and, without limiting the foregoing, shall be lined with a non-permeable liner prior to use. In the event Operator desires to construct a pit which is not included in the Well Plans, Operator must obtain the prior written consent of Surface Owner for such pit, including, without limitation, as to the location, size and specifications therefor, which consent shall not be unreasonably withheld.

(b) Within sixty (60) days of cessation of the use of any such pit, the liquids shall be removed and disposed of off the Surface Premises by Operator, and the pit allowed to dry. Within one hundred and eighty (180) days of cessation of the use of such pit, weather permitting, Operator shall, at its sole cost and expense, (i) comply with all applicable RRC requirements with respect to the liner and the remaining dried solid wastes, (ii) backfill, compact and level the pit, and the top soil, which was previously removed and stacked, shall be spread uniformly over the pit location, and (iii) plant the disturbed area with the type and quantity of grass or other reasonable landscaping designated by Surface Owner. The terms, provisions and requirements of this subparagraph (b) shall survive the termination or expiration of this Agreement for a period of seven (7) years.

(c) Unless otherwise required by Surface Owner, the only wastes authorized to be stored in the pits are (i) drilling fluids, (ii) drill cuttings, sands, and silts separated from the circulating drilling fluids, (iii) wash water used for cleaning drill pipe and other equipment at the well site, (iv) drill stem test fluids, and (v) blowout preventer test fluids.

(d) Except as authorized by this Agreement, there shall be no landfarming or disposal of drilling fluids or muds or other wastes from oil and gas operations on the Surface Premises or into any wellbore located on the Surface Premises without prior written consent of Surface Owner, which consent shall be in the sole discretion of Surface Owner.

8. PIPELINES:

(a) All pipelines and flowlines on the Surface Premises shall be at such locations, of such maximum diameters and in accordance with such specifications, in each case as are included in the Well Plans. All pipelines and flowlines on the Surface Premises shall be constructed and installed in accordance with the highest industry standards, and within ninety (90) days of the completion of installation of any pipeline or flowline on the Surface Premises Operator (i) shall furnish to Surface Owner, in accordance with Paragraph 4(d), such records of such installation as may be acceptable to Surface Owner in its sole discretion, including, without limitation, as-built plats of such pipelines and plats of such flowlines, with the locations of all such pipelines and flowlines clearly marked on such plats, and (ii) shall report the locations of all such pipelines and underground flowlines to Texas 811. In the event Operator desires to construct or install any pipeline or flowline which is not included in the Well Plans, Operator must obtain the prior written consent of Surface Owner as to the location, size and specifications therefor, which consent shall be in the sole discretion of Surface Owner. All pipelines and flowlines on the Surface Premises shall be buried at least forty-eight (48) inches below the surface (measured from the surface to the top of such pipeline or flowline) unless otherwise agreed in writing by Surface Owner and the location of such lines shall be properly marked by Operator with signage approved by Surface Owner. Any and all pipelines and flowlines on the Surface Premises shall be encased in accordance with the highest industry standards at any and all road crossings. Once the route for any pipeline or flowline has been determined, Operator shall doze or grub and pile all mesquite, brush and cactus along the route. All mesquite, brush and cactus shall then be removed from the Surface Premises. All trash and debris from construction of pipelines and flowlines shall be removed from the Surface Premises.

(b) During any construction, repair, removal or other operations, all ditching or trenching shall be done in such a manner so that the topsoil will be separated from the balance of the dirt removed in making the ditch or trench. In backfilling after any such operation, the topsoil first removed shall be used as cover soil in such a manner as to result in it being returned to the top of the ditch as topsoil. The topsoil which was previously removed and stacked shall be spread uniformly over the pipeline location, then leveled and Operator shall plant the disturbed area with the type and quantity of grass or other reasonable landscaping designated by Surface Owner so that the disturbed area shall be generally restored to its original condition. All large rocks (any rock over three (3) inches in diameter) removed from any ditch or trench by Operator shall be buried in such ditch or trench or otherwise removed from the Surface Premises. The pipeline or flowline located on the Surface Premises shall be adequately marked at all times by Operator at all road or fence crossings and as required by applicable laws.

(c) Except with respect to temporary water lines used in the drilling and completion of any oil and/or gas wells on the Surface Premises, if Operator constructs any pipeline or flowline on the Surface Premises, Operator agrees that before the abandonment or removal of any such pipeline or flowline, or upon the expiration or termination of this Agreement, whichever occurs first, it will offer the same to Surface Owner, without compensation. If Surface Owner elects to accept such pipeline or flowline, said pipeline or flowline shall be and become the property of Surface Owner, its successors and assigns, and Operator shall surrender and assign, or shall cause all such appropriate parties to surrender and assign, to Surface Owner, its successors and assigns, said pipeline or flowline by such instruments in form and substance reasonably required by Surface Owner and Surface Owner shall assume all obligations and liabilities associated therewith, in each case arising and accruing only as to all time periods from and after the date of such surrender and assignment. Any pipelines left by Operator shall be purged with fresh water, filled with inert material, and cut and capped at the property lines before abandonment of Operator. If Surface Owner elects not to accept any such pipeline or flowline, then Operator shall, at its sole cost and expense, remove such pipeline or flowline promptly following abandonment in accordance with the applicable provisions of subparagraph (b) immediately above. A pipeline or flowline shall be deemed to be abandoned for purposes of this Agreement if it has not been used to transport products for a period of one (1) year. If Operator fails to remove any pipeline or flowline within ninety (90) days of the first to occur of abandonment of such pipeline or flowline or upon the expiration or termination of this Agreement, Surface Owner may do so at the sole expense of Operator. Notwithstanding anything to the contrary contained herein, Operator shall remove any and all temporary water lines utilized in the drilling and/or completion of any oil and/or gas wells on the Surface Premises within sixty (60) days after completion of the applicable well(s), and if Operator fails to remove any such temporary water line, Surface Owner may do so at the sole expense of Operator. The terms, provisions and requirements of this subparagraph (c) shall survive the termination or expiration of this Agreement for a period of seven (7) years.

(d) Unless otherwise agreed to in writing by Surface Owner, all pipelines and flowlines constructed or installed hereunder on the Surface Premises shall transport only (i) oil, gas, water or other substances produced from the Leased Premises, or (ii) oil, gas, water or other substances used for drilling or other operations on the Leased Premises.

(e) Notwithstanding anything to the contrary in this Agreement, Surface Owner hereby grants Operator a temporary easement and right-of-way to lay temporary water supply lines ("Fast Lines"), at the Operator's sole expense, across the Surface Premises, provided that: (a) Operator has received prior written consent from Surface Owner for the routes of such Fast Lines, which consent shall not be unreasonably withheld; (b) Operator has paid Surface Owner a sum equal to a multiple of two (2) times the then-applicable per-rod charge for temporary surface lines under the Rate and Damage Schedule set forth by The University of Texas System, University Lands for the length of each Fast Line; and (c) no Fast Line shall remain in place for more than one hundred eighty (180) days.

(f) In connection with the construction and installation of pipelines and flowlines on the Surface Premises, Operator at its own cost and expense agrees to (i) install a motor-operated choke to reduce pressure and an emergency shutdown valve to isolate the flowline and if needed, use existing PIT at the inlet and outlet of the flowline to aide in leak detection via pressure drops in the line; (ii) equip the drilling pad, tank battery and associated facilities set forth in Exhibit "B", with AI-enabled cameras, Soofie sensors or equivalent technology to provide 24/7 monitoring for methane emissions, thermal anomalies and the detection of leaks; (iii) utilize drones and similar means periodically to provide enhanced detection of leaks and other environmental issues; (iv) install all flowlines that are off pad with a composite pipe known as FlexSteel, which has proven to have a higher tolerance to corrosion; (v) provide Surface Owner, upon its written request, a summary of Operator's data collected pursuant to this Paragraph 8(f).

9. ELECTRIC LINES:

(a) All electric lines on the Surface Premises shall be at such locations and in accordance with such specifications, in each case as are included in the Well Plans. In the event Operator desires to construct or install any electric line which is not included in the Well Plans, Operator must obtain the prior written consent of Surface Owner for such electric line, including, without limitation, as to the location and specifications therefor, which consent shall not be unreasonably withheld by Surface Owner. Once any electric line route has been determined, Operator shall doze or grub and pile all mesquite and cactus along the route. All mesquite, brush and cactus shall then be removed from the Surface Premises.

(b) If Operator constructs any electric line on the Surface Premises, Operator agrees that before abandonment or removal of any such electric line or upon the expiration or termination of this Agreement, whichever occurs first, it will offer the same to Surface Owner, without compensation. If Surface Owner elects to accept such electric line, said electric line shall be and become the property of Surface Owner, its successors and assigns, and Operator shall surrender and assign or shall cause all such appropriate parties to surrender and assign to Surface Owner, its successors and assigns, said electric line by such instruments in form and substance reasonably required by Surface Owner and Surface Owner shall assume all obligations and liabilities associated therewith, in each case arising and accruing only as to all time periods from and after the date of such assignment. If Surface Owner elects not to accept such electric line, then Operator shall, at its sole cost and expense, remove such electric line and plant the disturbed area with the type and quantity of grass or other reasonable landscaping designated by Surface Owner. An electric line

shall be deemed to be abandoned for purposes of this Agreement if it has not been used to deliver electricity for a period of one (1) year. If Operator fails to remove any electric line within ninety (90) days of the first to occur of abandonment of such electric line or upon the expiration or termination of this Agreement, Surface Owner may do so at the sole expense of Operator. The terms, provisions and requirements of this subparagraph (b) shall survive the termination or expiration of this Agreement for a period of seven (7) years.

(c) Unless otherwise agreed to in writing by Surface Owner, electric lines may only be constructed hereunder for the purpose of providing electricity to Operator's wells, permitted Facilities and equipment located on the Surface Premises.

10. STORAGE OF MACHINERY AND EQUIPMENT:

Operator shall not use any part of the Surface Premises to store any machinery, rigs, equipment, pipe, tanks or other property of Operator, or for any other purpose not expressly contemplated by this Agreement.

11. HOUSING OF EMPLOYEES:

Operator shall not use any part of the Surface Premises to house employees or other personnel except temporarily at well sites during drilling or completion operations.

12. USE OF WATER:

Unless otherwise agreed to in writing by Surface Owner, (i) Operator may not use water located on or under the Surface Premises, including, without limitation, in any existing wells or tanks located on the Surface Premises (except for water located in pond(s) which are operated by Operator and located on the surface Premises), and (ii) Operator shall not drill water wells on the Surface Premises. In the event Surface Owner consents to Operator's use of water located on the Surface Premises and/or to Operator's drilling of water wells on the Surface Premises, which consent shall be in the sole discretion of Surface Owner, (x) any and all fresh water wells that may be drilled by Operator on the Surface Premises shall be at mutually agreeable locations between Operator and Surface Owner, shall be cased, gravel packed and left intact for Surface Owner's use when such is not being used by Operator in drilling, completing or reworking wells drilled under the provisions of the Leases, and shall be drilled in compliance with such specifications required by Surface Owner in its sole discretion, and (y) whether Operator utilizes an existing well of Surface Owner or drills a water well, Operator shall meter at the water well all such water used and shall pay to Surface Owner the reasonable going rate in the area (but in no event less than the rate set forth in the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands) for any such water so used.

13. DISPOSAL OF SALT WATER:

Operator shall not dispose of salt water or other produced substances on or into the Surface Premises without the prior written consent of Surface Owner unless into a properly permitted disposal well. In the event Operator seeks to complete a saltwater disposal well or wells on the Surface

Premises, Surface Owner may consent in its sole discretion; provided, that if Surface Owner does consent, such consent shall be subject to Surface Owner and Operator entering into a mutually agreed upon form of Produced Water Disposal Site Lease Agreement, or similar agreement.

14. TRASH:

Operator will keep the Surface Premises free of trash and debris at all times. Under no circumstances will Operator be allowed to bury any trash, debris or foreign material of any kind on or under the Surface Premises. Surface Owner shall have the right to expel and permanently ban from the Surface Premises any person observed disposing of trash on the Surface Premises. Upon the completion of any operation, all ribbons, flags, stakes and similar items shall be promptly removed from the Surface Premises.

15. CALICHE:

Operator shall not mine any sand, gravel, caliche or similar material in or on the Surface Premises without the express prior written consent of Surface Owner. In the event Surface Owner so consents, which consent shall be in Surface Owner's sole discretion, Operator shall pay Surface Owner for such materials based on the rate set forth in the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands. All caliche shall be taken from a location or locations designated by Surface Owner. Operator shall properly dress all caliche excavation sites used by Operator on the Surface Premises.

16. HUNTING, FISHING AND ALCOHOL PROHIBITED:

No agent, employee, representative, contractor or subcontractor of Operator or any other person allowed to enter the Surface Premises by Operator shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Surface Premises, nor shall any such persons be permitted to bring firearms (except by licensed security guards or law enforcement personnel), archery equipment, dogs (except contraband search dogs), alcoholic beverages or illegal drugs on the Surface Premises at any time. Surface Owner shall have the right to expel and permanently ban from the Surface Premises any person observed on the Surface Premises in violation of this provision.

17. SEISMIC OPERATIONS:

Operator may conduct seismic operations on the Surface Premises only with the prior written consent of Surface Owner, which consent shall not be unreasonably withheld by Surface Owner. Any such permitted seismic operations shall be conducted by Operator at date(s) and time(s) mutually agreeable between Operator and Surface Owner. In conducting seismic operations there shall be no holes drilled in the ground and there shall be no explosive charges. No seismic operations shall be conducted during wet conditions. In conducting seismic operations Operator will not use or allow the use of a dozer, grader or similar equipment without express written permission from Surface Owner, and then only to the extent of such approval. If Operator encounters a fence while conducting any seismic operations, it shall pass through the nearest gate to resume its

operations. Fracking operations shall not be considered a "seismic operation" as it relates to the provisions of this paragraph.

18. LOCATION AND CONDUCT OF OPERATIONS:

Notwithstanding anything herein to the contrary, Operator and Surface Owner acknowledge and agree that:

(a) Without express written permission from Surface Owner, no well location, new road, pipeline, electric line, or permitted facility shall be located, nor shall any operation of any kind be conducted, within five hundred (500) feet of any potable water facility or structure owned by Surface Owner located on the Surface Premises at the time of such operation; and

(b) Operator shall 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.

19. NOXIOUS VEGETATION:

Operator shall take reasonable precautions to keep the Surface Premises free of bitterweed, African rue, tumbleweeds, cockleburs and other noxious vegetation (being native and non-native toxic plants). In the event any such noxious vegetation is encountered around any of Operator's equipment or permitted Facilities, Operator agrees to promptly spray herbicide to eliminate such vegetation. If Operator fails to take such action, Surface Owner may have such vegetation sprayed at the sole expense of Operator. At the request of Surface Owner, Operator shall weedwash all vehicles and equipment entering upon the Surface Premises at the entrance to the Surface Premises prior to their entry thereon.

20. SPEED LIMIT:

Except as to roads upon which a speed limit has been posted by the applicable governmental authorities, a speed limit of twenty-five (25) miles per hour on the Surface Premises will be observed by Operator and its agents, employees, representatives, contractors, subcontractors and invitees. At the request of Surface Owner, Operator shall place speed limit signs approved by Surface Owner at entrances onto the Surface Premises. Surface Owner shall have the right to expel and permanently ban from the Surface Premises any person observed exceeding any applicable speed limit.

21. PORTABLE TOILET FACILITIES:

Operator or its contractors shall provide its employees with portable toilet facilities during drilling, completion, reworking, pipeline construction, seismic survey operations and any other similar or related operations.

22. LANDSCAPING AND IRRIGATION:

At the election of Surface Owner, prior to the commencement of any operations on the Surface Premises, Operator and Surface Owner shall develop and mutually agree upon an ongoing plan for reasonable and appropriate landscaping and irrigation of the Surface Premises in order to minimize the impact of Operator's operations upon the appearance of the Surface Premises and upon the flow and drainage of water across the Surface Premises in order to maintain the Surface Premises to as close to as reasonably practicable its original condition. Without limiting the foregoing, Surface Owner shall reasonably approve such plan for landscaping and irrigation of the Surface Premises if it provides for landscaping and irrigation of the Surface Premises generally consistent with that of the immediately surrounding area. All costs of the installation and maintenance of such landscaping and irrigation shall be paid by Operator, and unless otherwise agreed by Surface Owner, Operator shall be responsible for the installation and maintenance of all such landscaping and irrigation in accordance with such plan until the expiration or termination of this Agreement.

23. DAMAGE TO PROPERTY IN GENERAL AND DAMAGE SCHEDULE:

Operator agrees to pay for actual damages resulting to the Surface Premises, improvements thereon and to personal property thereon caused by Operator's operations. To the extent such damages are of a type covered by the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands, compensation for such damages to property shall be calculated and paid in an amount equal to a multiple of two (2) times the applicable amount included in the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands, including, without limitation, in connection with the following items:

- Well location (new location and re-entry)
- Caliche sales
- Geophysical permits
- Roads
- Pipelines
- Utility line easements
- Fresh water frac pit site
- Temporary fresh water lines

Solely for purposes of calculating damages under the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands, (i) the Leased Premises and the Surface Premises shall be classified as "University Lands" under such Schedule, (ii) any road, pipeline, or utility line used or constructed by Operator on the Surface Premises shall be classified under such Schedule as requiring a "new" easement, and (iii) any flowlines (other than and excluding temporary surface pipelines) installed by Operator on the Surface Premises after the effective date of this Agreement shall be classified as "pipelines" under such Schedule. Under no circumstances will Operator be required to pay any import or export fees provided for by University Lands.

Compensation for all other damages to property shall be based on the prevailing market rates for similar damages in the area at the time the damage occurs.

The Leased Premises affected by leaks, spills, re-entry, repairs, maintenance, or other related damages related to Operator's operations will be subject to remediation. During remediation, all contaminated soil shall be removed and replaced with fresh soil, free of

contaminants, chemicals, or deleterious materials that may impair the growth of vegetation or pose risk to human health and safety. The affected area will be returned to pre-remediation grades and conditions to the extent reasonably practicable. A minimum of five inches (5") of topsoil shall be uniformly spread over the newly prepared surface and Operator shall plant the disturbed area with the type and quantity of native grass or other reasonable landscaping designated by Surface Owner so that the disturbed area shall be generally restored to its Original Condition. Acceptance of remediation work shall be contingent upon final inspection and verification of completion by Surface Owner or its representatives. All contaminated soil removed from the Lands will be charged at rate set forth in the then most current University of Texas System Rate and Damage Schedule published by the University of Texas System for caliche.

24. ABANDONMENT OF WELLS:

Once Operator has determined to abandon a Subject Well, at its sole expense, it may draw and remove all casing and shall plug such well within ninety (90) days after the decision has been made, in accordance with all requirements of the Railroad Commission of Texas and Operator shall, at its sole cost and expense, restore the Surface Premises surrounding such wellbore in a manner similar to that described in applicable portions of paragraph 7(b). Operator agrees to plant the disturbed area with the type and quantity of grass or other reasonable landscaping designated by Surface Owner. If Operator fails to take such removal, plugging and restoration actions, Surface Owner may do so at the sole expense of Operator. Without limiting the foregoing, said work shall meet minimum requirements under all applicable local, state or federal laws, rules or regulations, and shall be subject to the reasonable approval of the City Manager. The terms, provisions and requirements of this Paragraph 24 shall survive the termination or expiration of this Agreement for a period of seven (7) years.

25. INDEMNIFICATION AND ENVIRONMENTAL PROTECTION:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OPERATOR, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS SURFACE OWNER AND SURFACE OWNER'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 AGREEMENT, OPERATOR'S USE OF OR ACTIVITIES ON THE SURFACE PREMISES, OR ANY ACT OR OMISSION OF OPERATOR, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY

CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"). OPERATOR SHALL PROMPTLY ADVISE SURFACE OWNER OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH OPERATOR HAS RECEIVED NOTICE, AND OPERATOR, AT OPERATOR'S EXPENSE, SHALL ASSUME ON BEHALF OF SURFACE OWNER (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO SURFACE OWNER; 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 OPERATOR TO ASSUME THE DEFENSE OF SURFACE OWNER IN ACCORDANCE WITH THIS INDEMNIFICATION, SURFACE OWNER, AT ITS OPTION, AND WITHOUT RELIEVING OPERATOR OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO OPERATOR AND OPERATOR'S FAILURE TO RESPOND THERETO WITHIN TEN (10) 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 SURFACE OWNER) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY SURFACE OWNER IN THAT EVENT SHALL BE REIMBURSED BY OPERATOR TO SURFACE OWNER, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY SURFACE OWNER UNTIL REIMBURSED BY OPERATOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE ABOVE PARAGRAPH, OPERATOR, 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 OPERATOR, 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 SURFACE PREMISES, 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 SURFACE PREMISES OR ANY OTHER LANDS OF SURFACE OWNER.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS PARAGRAPH 25 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR A PERIOD OF TWENTY-FIVE (25) YEARS, 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.

26. INSURANCE:

Unless Operator, at its sole discretion, opts to self-insure to the extent of the limits or indemnities under this Agreement, at all times during the term of this Agreement and for two (2) years after the termination or expiration of this Agreement, Operator shall maintain adequate insurance to cover any and all damages arising in connection with its operations pursuant to the Leases and this Agreement, and Operator shall in any event maintain insurance meeting the following minimum requirements:

Comprehensive 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 a per project aggregate, including completed operations, and shall be on a claims-occurred basis. Unless self-insured, this insurance shall name Surface Owner as an additional insured and all insurance shall waive subrogation in favor of Surface Owner.

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

The Business Automobile Liability insurance provided by Operator 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 Agreement.

All insurance required pursuant to this Agreement, except for self-insurance, or Workers' Compensation Insurance, shall name Surface Owner as an additional insured. All insurance required pursuant to this Agreement, including Workers' Compensation Insurance, shall provide for a waiver of subrogation as to Surface Owner.

Unless self-insured, The parties agree that, prior to the execution of the Agreement, Operator 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 all policies except for Workers' Compensation. Operator 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."***

Unless self-insured, Operator shall cause its insurance provider(s) to provide written notice to Surface Owner not later than thirty (30) days prior to any reduction or termination of such coverage. Surface Owner shall not be required to provide any insurance whatsoever pursuant to this Agreement.

Operator 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 minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of Surface Owner and policies that name Surface Owner as an additional insured (except workers' compensation). Operator 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. Operator shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Operator.

For avoidance of doubt, Operator may, at its sole discretion, opt to self-insure to the extent of limits or indemnities under this Agreement, including but not limited to the insurance contemplated in Section 26 herein.

27. WAIVER; GOVERNMENTAL IMMUNITY:

No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Surface Owner to enforce any provision of this Agreement shall not be deemed nor shall constitute a waiver of the right of Surface Owner to enforce such provision.

By executing this Agreement, Surface Owner is not waiving its right of governmental immunity. Surface Owner is retaining its immunity from suit. Surface Owner is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

28. ENFORCEMENT:

Except as otherwise specifically provided for herein, in the event Operator fails to take the actions required under this Agreement, Surface Owner may notify Operator and Operator shall have thirty (30) days to remedy such failure. If Operator fails to remedy such failure and Surface Owner conducts the required action on behalf of Operator, Operator agrees to pay all reasonable costs incurred by Surface Owner related to such required action within thirty (30) days of receipt of an invoice for such action. Any amount not paid within said thirty (30) day period shall bear interest at a rate of eighteen (18) percent per annum or the highest interest rate allowed by law, whichever is less, from its due date until paid.

29. ATTORNEY'S FEES:

SHOULD SURFACE OWNER BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS AGREEMENT, OR ANY OF ITS RIGHTS UNDER THIS AGREEMENT, SURFACE OWNER SHALL BE ENTITLED TO REIMBURSEMENT FROM OPERATOR FOR SURFACE OWNER'S ATTORNEYS' FEES. OPERATOR SHALL REIMBURSE SURFACE OWNER FOR SURFACE OWNER'S REASONABLE ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS AGREEMENT, SUCH FEES IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS AGREEMENT NOT TO EXCEED $10,000.

BY EXECUTING THIS AGREEMENT, OPERATOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST SURFACE OWNER REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, OPERATOR SPECIFICALLY AGREES THAT IF OPERATOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT OR TO 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, OPERATOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH OPERATOR MIGHT OTHERWISE BE ENTITLED.

OPERATOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN

RIGHT. OPERATOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS AGREEMENT. OPERATOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN SURFACE OWNER AND OPERATOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

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

30. RELEASE:

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES SURFACE OWNER AND SURFACE OWNER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR SURFACE OWNER'S NEGLIGENCE EXCEPT THAT IN NO EVENT SHALL THE FOREGOING APPLY TO THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SURFACE OWNER OR ANY OTHER INDEMNITEE.

31. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:

Without limiting the provisions of Paragraph 30 of this Agreement, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Operator or Operator's legal representative, shall give the City Manager, or any other reasonable official of Surface Owner, 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 Operator will settle, the physical and mailing addresses of Operator at the time and date the claim was presented and the physical and mailing addresses of Operator for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Operator relies to establish its claim; and a failure to so notify the City Manager or other such official of Surface Owner within the time and manner provided herein shall exonerate, excuse and except Surface Owner from any liability whatsoever. Surface Owner is under no obligation to provide notice to Operator that Operator's notice is insufficient. Surface Owner 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, Operator's failure to comply with the

requirements herein shall perpetually bar Operator's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Surface Owner has actual or constructive notice or knowledge of said claim or alleged damages. Operator agrees that the requirements of this entire Agreement are reasonable.

32. NO WAIVER OF GOVERNMENTAL IMMUNITY; CHAPTER 271, TEX. LOC. GOV'T CODE:

The parties hereto agree that this Agreement does not constitute a "Contract" for providing goods and/or services to Surface Owner as set forth in Subchapter I of Chapter 271 of the Texas Local Government Code, and Surface Owner 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. Surface Owner expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this Agreement constitutes a waiver of Surface Owner's governmental immunity and the parties hereto expressly agree that this Agreement shall not constitute, nor be interpreted as a waiver of Surface Owner'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 Surface Owner's governmental immunity for the benefit of any third party lacking privity to this Agreement.

This Agreement does not obligate Operator to use the Surface Premises to construct, repair, operate, replace, or maintain equipment, structures, improvements, and/or facilities associated with Operator's activities described herein, rather, it merely prohibits Operator from using the Surface Premises for any other purpose. This Agreement restricts the use of the Surface Premises to a specific purpose but does not require the use of property for a specific purpose. Operator is not providing a service to Surface Owner. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Operator's use of the Surface Premises in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Surface Owner's governmental immunity.

33. THIRD-PARTY BENEFICIARY:

Except as provided in Paragraph 25 with respect to Indemnitees, this Agreement is intended solely for the use and benefit of the parties hereto and shall not constitute or be construed as a contract for the benefit of any third party.

34. SUCCESSORS AND ASSIGNS:

The provisions of this Agreement shall inure to the benefit of and be binding upon Surface Owner and Operator, their respective heirs, successors, representatives and permitted assigns. Operator shall not have the right to assign any of its rights or obligations under this Agreement without the prior written consent of Surface Owner, which consent shall be in the sole discretion of Surface Owner. Any permitted assignee shall expressly assume all of Operator's covenants, responsibilities and obligations under this Agreement in writing. Without limiting the foregoing, no permitted assignment of Operator's interests in this Agreement shall be effective until Operator has notified Surface Owner of the assignment and identified the assignee's name, address and contact information. Upon assignment hereof in whole or in part by Operator, Operator shall

remain fully liable for any breach of any obligation hereunder accruing prior to such assignment. Surface Owner shall be furnished a true and correct copy of any permitted assignment within thirty (30) days after the execution thereof.

35. COVENANTS RUNNING WITH THE LAND:

The covenants and obligations of the parties under this Agreement shall be binding upon and shall run with the land and burden the Surface Premises.

36. COUNTERPART EXECUTION:

This Agreement may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

37. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Texas. All performance and payments 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.

38. NO RELEASE OF LIABILITY:

Notwithstanding anything to the contrary contained in this Agreement, the termination or expiration of this Agreement shall not relieve Operator of any liability, duty or obligation under this Agreement, nor shall it preclude Surface Owner from asserting any right to specific performance, damages or any other rights or remedies to which Surface Owner may be entitled for a period not to exceed twenty-five (25) years. Upon termination or expiration of this Agreement for any reason, Operator shall execute and deliver a recordable release of this Agreement to Surface Owner in form and substance satisfactory to Surface Owner.

39. TEXAS HISTORICAL COMMISSION SURVEY:

Operator agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this Agreement, Operator 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 Operator commences operations on the Surface Premises, as contemplated herein. Operator agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Surface Premises if the Commission so requests and deliver the same to Surface Owner. 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 Agreement, Operator will immediately notify Surface Owner and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Surface Owner or the Commission.

40. 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.

41. MEMORANDUM OF SURFACE USE AGREEMENT:

Surface Owner and Operator have executed a Memorandum of Surface Use Agreement in the form attached hereto as **Exhibit D**, dated of even date herewith, for recording in the records of the County in which the Surface Premises are situated, to give record notice of this Surface Use Agreement. This Surface Use Agreement shall not be recorded except with the prior written consent of Surface Owner.

42. COMPLIANCE:

Operator agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this Agreement. Operator agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this Agreement.

43. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between Surface Owner and Operator concerning the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings related to the subject matter hereof. This Agreement may only be amended by written instrument executed by Surface Owner and Operator.

[Remainder of page intentionally left blank; signature pages follow.]

EXECUTED by each party hereto as of the date indicated underneath its respective signature, to be effective for all purposes as of the Effective Date.

SURFACE OWNER:

CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

Date:_____

ATTEST:

_____
Marcia Bentley-German, City Secretary

[Signature Page Follows]

OPERATOR:

PIONEER NATURAL RESOURCES USA, INC.

By: _____ CTE AG
Name: Brent Braden
Title: Commercial and Land Manager

Date: March 2, 2026

STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me this 2 day of March, 2026 by Brent Braden, Commercial & Land Manager of ExxonMobil – Pioneer Natural Resources USA Inc, on behalf of said corporation.

CODY THOMAS ELLIOTT
Notary Public, State of Texas
Comm. Expires 03-10-2026
Notary ID 133637126

_____
Notary Public – State of Texas

EXHIBIT A

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Pioneer Natural Resources USA, Inc. as "Operator"

Leases

(see attached)

EXHIBIT A

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Pioneer Natural Resources USA, Inc., as "Operator"

Leases

1. **Pioneer Lease No. L00007393000:**
   Date: 12/19/1979
   Lessor: CITY OF MIDLAND TEXAS
   Lessee: C CLYDE HAMBLIN
   Recorded: Volume 672, Page 397, Official Records of Midland Co., Texas

1. **Pioneer Lease No. L00017398000:**
   Date: 12/1/2004
   Lessor: HUBERT COON JR
   Lessee: PIONEER NATURAL RESOURCES USA INC
   Recorded: Volume 2467, Page 575, Official Records of Midland Co., Texas

2. **Pioneer Lease No. L00021995001:**
   Date: 8/25/2006
   Lessor: ALLEN BRUCE MASHBURN
   Lessee: PIONEER NATURAL RESOURCES USA INC
   Recorded: Volume 2784, Page 382, Official Records of Midland Co., Texas

3. **Pioneer Lease No. L00021995002:**
   Date: 8/25/2006
   Lessor: CYNTHIA ANN MASHBURN HOUSTON
   Lessee: PIONEER NATURAL RESOURCES USA INC
   Recorded: Volume 2784, Page 392, Official Records of Midland Co., Texas

4. **Pioneer Lease No. L00021995003:**
   Date: 8/25/2006
   Lessor: SHEILA ANN GREENE ET AL
   Lessee: PIONEER NATURAL RESOURCES USA INC
   Recorded: Volume 2784, Page 387, Official Records of Midland Co., Texas

5. **Pioneer Lease No. L00021995004:**
   Date: 8/25/2006
   Lessor: WANDA L COLLIER
   Lessee: PIONEER NATURAL RESOURCES USA INC
   Recorded: Volume 2818, Page 540, Official Records of Midland Co., Texas

6. **Pioneer Lease No. L00021995005:**

Date: 8/9/2007
Lessor: RUTH WANELLE GREEN MIKEWORTH
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2930, Page 853, Official Records of Midland Co., Texas

7. **Pioneer Lease No. L00021995006:**
Date: 9/25/2007
Lessor: BARBARA MYRLE BELL SAXON
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2954, Page 286, Official Records of Midland Co., Texas

8. **Pioneer Lease No. L00021995007:**
Date: 9/25/2007
Lessor: NEWTON JOSEPH BELL JR
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2954, Page 282, Official Records of Midland Co., Texas

9. **Pioneer Lease No. L00021995008:**
Date: 9/25/2007
Lessor: LEE MILTON BELL
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2954, Page 278, Official Records of Midland Co., Texas

10. **Pioneer Lease No. L00021995009:**
Date: 9/25/2007
Lessor: PENNY WEIMER
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2954, Page 274, Official Records of Midland Co., Texas

11. **Pioneer Lease No. L00021995010:**
Date: 9/25/2007
Lessor: KARIS ELLEN BELL CRAWFORD
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2954, Page 270, Official Records of Midland Co., Texas

12. **Pioneer Lease No. L00021995011:**
Date: 9/25/2007
Lessor: TAMEE FRAZIER
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2954, Page 266, Official Records of Midland Co., Texas

13. **Pioneer Lease No. L00021995012:**
Date: 9/25/2007
Lessor: DONNA ANN BELL PRINCE

Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2954, Page 262, Official Records of Midland Co., Texas

14. **Pioneer Lease No. L00021995013:**
Date: 9/25/2007
Lessor: CARLA HILL
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2958, Page 581, Official Records of Midland Co., Texas

15. **Pioneer Lease No. L00021995014:**
Date: 8/15/2007
Lessor: ROBERT L JONES ET UX
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2947, Page 757, Official Records of Midland Co., Texas

16. **Pioneer Lease No. L00021995015:**
Date: 7/29/2008
Lessor: CAROLINA ARREGUY
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 3094, Page 91, Official Records of Midland Co., Texas

17. **Pioneer Lease No. L00021995016:**
Date: 7/22/2008
Lessor: CARY WADE PATTESON ET UX
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 3094, Page 79, Official Records of Midland Co., Texas

18. **Pioneer Lease No. L00024750001:**
Date: 10/4/2007
Lessor: PECOS BEND ROYALTIES LP
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2984, Page 290, Official Records of Midland Co., Texas

19. **Pioneer Lease No. L00024750002:**
Date: 10/8/2007
Lessor: BETTY L MATHIS
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2958, Page 577, Official Records of Midland Co., Texas

20. **Pioneer Lease No. L00024750003:**
Date: 10/18/2007
Lessor: KENNETH W GOSNELL
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2958, Page 586, Official Records of Midland Co., Texas

21. **Pioneer Lease No. L00024750004:**
Date: 10/30/2007
Lessor: ALICIA K ZIKA
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2967, Page 542, Official Records of Midland Co., Texas

22. **Pioneer Lease No. L00024750005:**
Date: 10/30/2007
Lessor: DAVID CECIL WALDREP
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2974, Page 855, Official Records of Midland Co., Texas

23. **Pioneer Lease No. L00024750006:**
Date: 10/30/2007
Lessor: BILL MATHIS ESTATE
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2974, Page 851, Official Records of Midland Co., Texas

24. **Pioneer Lease No. L00024750007:**
Date: 10/30/2007
Lessor: VICKI STINNETT
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2974, Page 847, Official Records of Midland Co., Texas

25. **Pioneer Lease No. L00024750008:**
Date: 4/1/2007
Lessor: ERNESTINE CHEAK
Lessee: E3 ENERGY LTD
Recorded: Volume 2868, Page 440, Official Records of Midland Co., Texas

26. **Pioneer Lease No. L00024750009:**
Date: 4/1/2007
Lessor: RICHARDSON 1998 REVOCABLE LIVING TRUST
Lessee: E3 ENERGY LTD
Recorded: Volume 2868, Page 437, Official Records of Midland Co., Texas

27. **Pioneer Lease No. L00024750010:**
Date: 4/1/2007
Lessor: CHARLES R RICHARDSON
Lessee: E3 ENERGY LTD
Recorded: Volume 2868, Page 434, Official Records of Midland Co., Texas

28. **Pioneer Lease No. L00024750011:**

Date: 4/1/2007
Lessor: JOHNNY HAYS
Lessee: E3 ENERGY LTD
Recorded: Volume 2868, Page 431, Official Records of Midland Co., Texas

29. **Pioneer Lease No. L00024750012:**
Date: 4/1/2007
Lessor: CATHERINE HORN
Lessee: E3 ENERGY LTD
Recorded: Volume 2868, Page 428, Official Records of Midland Co., Texas

30. **Pioneer Lease No. L00024750013:**
Date: 4/1/2007
Lessor: TENA JO LEE
Lessee: E3 ENERGY LTD
Recorded: Volume 2868, Page 428, Official Records of Midland Co., Texas

31. **Pioneer Lease No. L00024750014:**
Date: 10/19/2007
Lessor: JERRY STONE
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2988, Page 10, Official Records of Midland Co., Texas

32. **Pioneer Lease No. L00024750015:**
Date: 11/26/2007
Lessor: LILLIAN LANGSTON
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 2988, Page 2, Official Records of Midland Co., Texas

33. **Pioneer Lease No. L00024750017:**
Date: 9/19/2008
Lessor: S D MCMILLIAN ET UX
Lessee: CHOATE COMPANY INC
Recorded: Volume 3131, Page 192, Official Records of Midland Co., Texas

34. **Pioneer Lease No. L00024750018:**
Date: 12/1/2009
Lessor: EARL G BRANCH ET AL
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Instrument # 2009-25620, Official Records of Midland Co., Texas

35. **Pioneer Lease No. L00024750019:**
Date: 9/19/2009
Lessor: EDITH E BRASHER IRREVOCABLE TRUST

Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Instrument # 2010-1285 Official Records of Midland Co., Texas

36. **Pioneer Lease No. L00026141000:**
Date: 2/19/2008
Lessor: ST OF TX M108693
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 3014, Page 704, Official Records of Midland Co., Texas

37. **Pioneer Lease No. L00026467000:**
Date: 2/19/2008
Lessor: CHARLES O SEMPLE
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Volume 3014, Page 716, Official Records of Midland Co., Texas

38. **Pioneer Lease No. L00029665001:**
Date: 10/1/2010
Lessor: TROYCE EILAND WOOD
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Instrument # 2010-20459, Official Records of Midland Co., Texas

39. **Pioneer Lease No. L00029665002:**
Date: 10/1/2010
Lessor: BETHEL LYNN EILAND
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Instrument # 2010-20461, Official Records of Midland Co., Texas

40. **Pioneer Lease No. L00029665003:**
Date: 10/1/2010
Lessor: LOIS EILAND WELCH
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Instrument # 2010-20463, Official Records of Midland Co., Texas

41. **Pioneer Lease No. L00029665004:**
Date: 10/1/2010
Lessor: SCOTT WELCH
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Instrument # 2010-20465, Official Records of Midland Co., Texas

42. **Pioneer Lease No. L00029665005:**
Date: 10/1/2010
Lessor: TROY O WELCH
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Instrument # 2010-20467, Official Records of Midland Co., Texas

43. **Pioneer Lease No. L00029665006:**
Date: 10/1/2010
Lessor: JOHN W WELCH
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Instrument # 2010-20467, Official Records of Midland Co., Texas

44. **Pioneer Lease No. L00029665007:**
Date: 12/15/2010
Lessor: LINDA LOY RICHMOND
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Instrument # 2011-4594, Official Records of Midland Co., Texas

45. **Pioneer Lease No. L00029665008:**
Date: 9/4/2013
Lessor: GRAHAM LEE NUGENT
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Instrument # 2014-7086, Official Records of Midland Co., Texas

46. **Pioneer Lease No. L00030253001:**
Date: 11/15/2010
Lessor: HELEN CAROL STROUD
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Instrument # 2010-25214, Official Records of Midland Co., Texas

47. **Pioneer Lease No. L00030253002:**
Date: 12/1/2010
Lessor: DANA KEELE
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Instrument # 2011-1591, Official Records of Midland Co., Texas

48. **Pioneer Lease No. L00030253003:**
Date: 6/15/2012
Lessor: AL MAR FAMILY TRUST
Lessee: PIONEER NATURAL RESOURCES USA INC
Recorded: Instrument # 2012-17914, Official Records of Midland Co., Texas

49. **Pioneer Lease No. L00046362001:**
Date: 7/1/2019
Lessor: ROYALTY ASSET HOLDINGS II LP
Lessee: PONY OIL OPERATING
Recorded: Volume 0, Page , Official Records of Midland Co., Texas

50. **Pioneer Lease No. L00046362002:**

Date: 8/1/2019
Lessor: STEPHEN ERIC LEWELLEN
Lessee: PONY OIL OPERATING LLC
Recorded: Instrument # 2019-24456 , Official Records of Midland Co., Texas

51. **Pioneer Lease No. L00047082001:**
Date: 3/4/2022
Lessor: DANA KEELE
Lessee: FORTRESS ENERGY DELAWARE LLC
Recorded: Instrument # 2022-12014 , Official Records of Midland Co., Texas

52. **Pioneer Lease No. L00047082002:**
Date: 5/15/2022
Lessor: AR MIDLAND LP
Lessee: CAVALRY ENERGY PARTNERS LLC
Recorded: Instrument # 2022-16763 , Official Records of Midland Co., Texas

53. **Pioneer Lease No. L00047082003:**
Date: 5/24/2022
Lessor: DESERT PARTNERS VII LP
Lessee: FORTRESS ENERGY DELAWARE LLC
Recorded: Instrument # 2022-16766 , Official Records of Midland Co., Texas

54. **Pioneer Lease No. L00047087000:**
Date: 6/1/2005
Lessor: CITY OF MIDLAND
Lessee: PETROPLEX ENERGY INC
Recorded: Volume 2529, Page 48, Official Records of Midland Co., Texas

55. **Pioneer Lease No. Pending:**
Date: 2/25/1980
Lessor: MARY ALICE STROUD, ET AL
Lessee: HOWARD W. PARKER AND JOE M. PARSLEY
Recorded: Volume 681, Page 507, Official Records of Midland Co., Texas

56. **Pioneer Lease No. Pending:**
Date: 2/25/1980
Lessor: MARY ALICE STROUD, ET AL
Lessee: HOWARD W. PARKER AND JOE M. PARSLEY
Recorded: Volume 681, Page 510, Official Records of Midland Co., Texas

57. **Pioneer Lease No. Pending:**
Date: 2/11/1999
Lessor: LEONARD L. JONES, ET AL

Lessee: HILLARD ENERGY INC.
Recorded: Volume 1664, Page 451, Official Records of Midland Co., Texas

58. **Pioneer Lease No. Pending:**
Date: 2/12/1999
Lessor: BETHEL LYNN EILAND, ET UX
Lessee: HILLARD ENERGY INC.
Recorded: Volume 1674, Page 453, Official Records of Midland Co., Texas

59. **Pioneer Lease No. Pending:**
Date: 4/9/1999
Lessor: CHARLES ED WELCH, ET UX
Lessee: HILLARD ENERGY INC.
Recorded: Volume 1662, Page 19, Official Records of Midland Co., Texas

60. **Pioneer Lease No. Pending:**
Date: 9/15/1999
Lessor: DOUGLAS S VEITCH, TRUSTEE
Lessee: CMS OIL AND GAS COMPANY
Recorded: Volume 1725, Page 257, Official Records of Midland Co., Texas

61. **Pioneer Lease No. Pending:**
Date: 9/15/1999
Lessor: DONALD R STROUD, ET UX
Lessee: CMS OIL AND GAS COMPANY
Recorded: Volume 1725, Page 260, Official Records of Midland Co., Texas

62. **Pioneer Lease No. Pending:**
Date: 9/15/1999
Lessor: W.R. NEWSOME, ET UX
Lessee: CMS OIL AND GAS COMPANY
Recorded: Volume 1725, Page 263, Official Records of Midland Co., Texas

63. **Pioneer Lease No. Pending:**
Date: 2/1/2000
Lessor: CALCO PARTNERS LTD.
Lessee: T. VERNE SWYER
Recorded: Volume 1765, Page 632, Official Records of Midland Co., Texas

64. **Pioneer Lease No. Pending:**
Date: 11/14/2000
Lessor: THE CITY OF MIDLAND
Lessee: CMS OIL AND GAS COMPANY
Recorded: Volume 1828, Page 240, Official Records of Midland Co., Texas

65. **Pioneer Lease No. Pending:**
Date: 08/18/2025
Lessor: BRIGHAM ROYALTIES FUND I HOLDCO LLC
Lessee: LANGFORD AND BRINGHAM OPERATING LLC
Recorded: Instrument # 2025-21159, Official Records of Midland Co., Texas

66. **Pioneer Lease No. Pending:**
Date: 08/18/2025
Lessor: PEGASUS RESOURCES LLC
Lessee: LANGFORD AND BRINGHAM OPERATING LLC
Recorded: Instrument # 2025-21159, Official Records of Midland Co., Texas

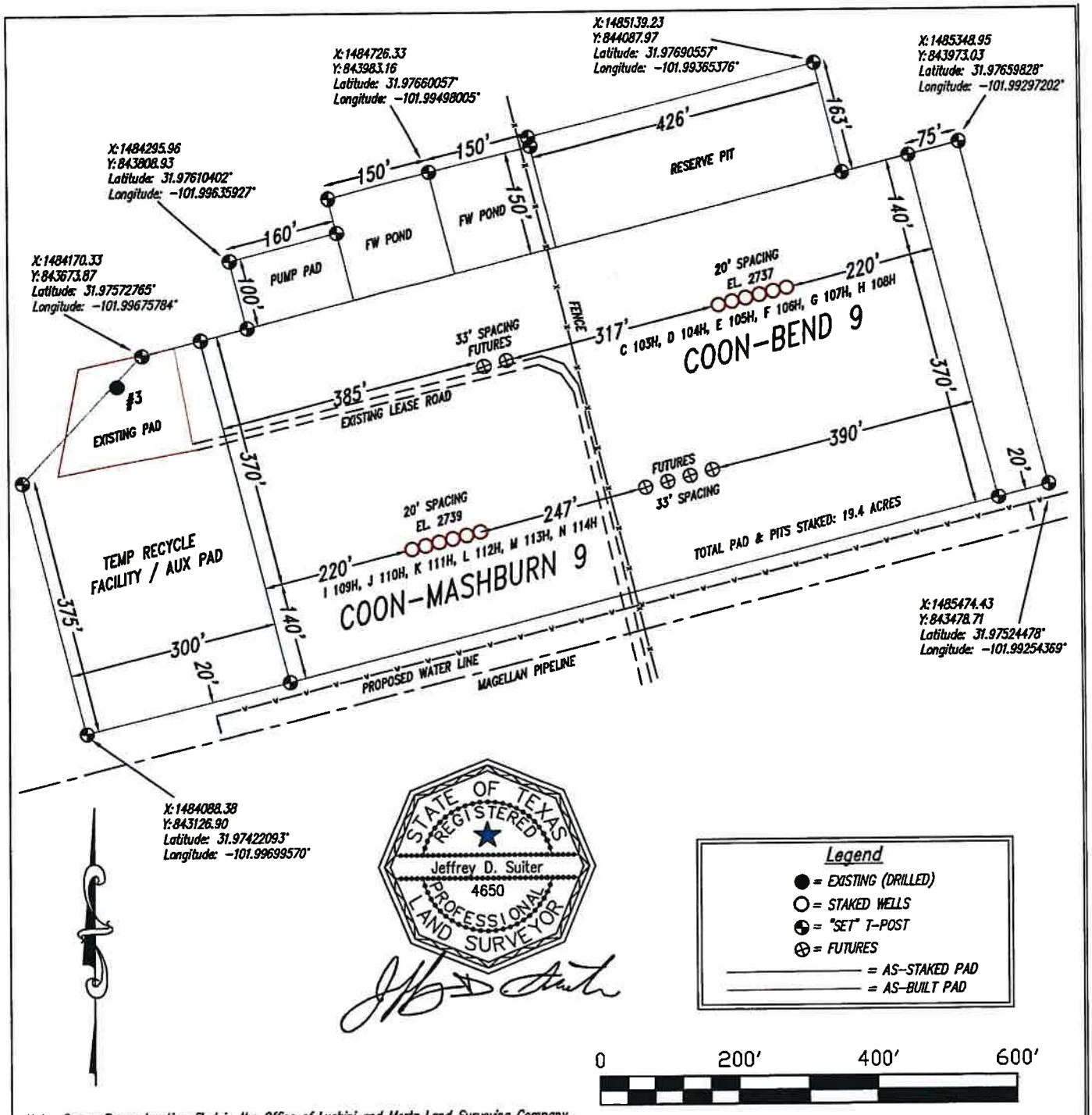
67. **Pioneer Lease No. Pending:**
Date: 11/17/2025
Lessor: SMP SIDECARTITAL MINERAL HOLDINGS LP, ET AL
Lessee: LANGFORD AND BRINGHAM OPERATING LLC
Recorded: Instrument # 2025-29829, Official Records of Midland Co., Texas

EXHIBIT B

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Pioneer Natural Resources USA, Inc. as "Operator"

Well Plans

(see attached)



STATE OF TEXAS
REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL
LAND SURVEYOR

Legend

- ● = EXISTING (DRILLED)
- ○ = STAKED WELLS
- ◔ = "SET" T-POST
- ⊕ = FUTURES
- ——— = AS-STAKED PAD
- ——— = AS-BUILT PAD

0 200' 400' 600'

Note: Survey Reconstruction filed in the Office of Luchini and Mertz Land Surveying Company.
Note: All bearings and coordinates shown are based on the Texas Coordinate System of 1927, Central Zone.
Note: NAD '27 Coordinates & Latitude/Longitude on well location in Section 9.

PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
LUCHINI & MERTZ
Boundary Surveys

Draft Date: January 29th, 2026 – RC

November 18, 2025
251118RH

P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

Surface Use Drawing

PIONEER NATURAL RESOURCES USA, Inc.
COON-BEND 9 / COON-MASHBURN 9 Pad
in
Section 9,
Block 38, T-2-S,
T. & P. RR. Co.,
Midland County, Texas

Scale: 1" = 200'

Metes and Bounds Description of the
Coon–Bend 9 & Coon–Mashburn 9
Pad, Auxiliary Pads, & Pits
in
Section 9
Block 38, T–2–S, T. & P. RR. Co. Survey
Midland County Texas

Beginning at a point for the Southwest corner of the pad from whence the Southwest corner of said Section 9 bears S 69°53'18" W, 1826.86 feet;

Thence N 14°14'32" W, 375.00 feet to an angle point of this;

Thence N 43°30'44" E, 253.00 feet to an angle point of this;

Thence N 75°45'28" E, 155.00 feet to an angle point of this;

Thence N 14°14'32" W, 100 feet to an angle point of this;

Thence N 75°45'28" E, 160.00 feet to an angle point of this;

Thence N 14°14'32" W, 50.00 feet to an angle point of this;

Thence N 75°45'28" E, 300.00 feet to an angle point of this;

Thence N 14°14'32" W, 13.00 feet to an angle point of this;

Thence N 75°45'28" E, 426.00 feet to an angle point of this;

Thence S 14°14'32" E, 163.00 feet to an angle point of this;

Thence N 75°45'28" E, 175.00 feet to an angle point of this;

Thence S 14°14'32" E, 510.00 feet to an angle point of this from whence the Southeast corner of said Section 9 bears N 81°11'47" E, 2070.99 feet;

Thence S 75°45'28" W, 1430.00 feet to the place of beginning. The end of description.

Note: Survey Reconstruction filed in the Office of Luchini and Mertz Land Surveying Company.
Note: All bearings and coordinates shown are based on the Texas Coordinate System of 1927, Central Zone.
Note: This does not constitute a boundary survey.
Note: Lease description provided by client.
NOTE: ALL INFORMATION PROVIDED ON THIS DRAWING MAY CHANGE DUE TO NEW INFORMATION FOUND AT A LATER DATE.

PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
LUCHINI & MERTZ
Boundary Surveys
P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

Draft Date February 12, 2026–ZM
November 18, 2025
251118RH

Metes and Bounds Description of the
Coon–Bend 9 & Coon–Mashburn 9
Pad, Auxiliary Pads, & Pits
in
Section 9
Block 38, T–2–S, T. & P. RR. Co. Survey
Midland County Texas

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY
SECTION 9, BLOCK 38, TOWNSHIP 2S
ABSTRACT 158

Graphic Scale in Feet
1000' 500' 0 1000'

N

VICINITY MAP
N.T.S.
℄ OF PROPOSED RIGHT-OF-WAY
S.C.R. 1140
C.R. 1150
E. C.R. 120
A-596
A-938
A-591

P.O.C.
FOUND 1/2" I.R.
ON THE EASTERLY R.O.W. LINE
OF COUNTY ROAD 1150
N 031°58'45.90"
W 102°00'19.50"

S 60°05'56" E - 3,061.83'

TX-MD-001.000
CITY OF MIDLAND
CALLED 327.57 ACRES
VOLUME 2308, PAGE 3
INSTRUMENT NO. 2004-2813
O.P.R.M.C.TX.

P.O.B.
N 031°58'31.33"
W 101°59'48.73"

COUNTY ROAD 1150

SEE DETAIL "A"

EAST COUNTY ROAD 120

E. STATE HIGHWAY 158
FM 1213

DETAIL "A"
NOT TO SCALE
30' RIGHT-OF-WAY
15'
20' TEMP. WORKSPACE
15' TEMP. WORKSPACE
℄ OF PROPOSED RIGHT-OF-WAY

DETAIL "B"
NOT TO SCALE
20' TEMP. WORKSPACE
20'
40' RIGHT-OF-WAY
30' X 100' A.T.W.S.
30' X 100' A.T.W.S.
℄ OF PROPOSED RIGHT-OF-WAY

P.O.T.
SEE DETAIL "B"
P.O.R.
FOUND 1/4" NAIL
W/WASHER "UCW"
NW COR. A-596
N 031°58'34.84"
W 101°59'10.89"

P.O.T.
N 031°58'34.53"
W 101°59'12.22"
N 75°47'25" E
118.52'

TX-MD-002.000
RALPH H. WHITE
CALLED 2.0 ACRES
VOLUME 1066, PAGE 669
D.R.M.C.TX.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 75°38'29" W	63.20'
L2	S 14°21'31" E	336.28'
L3	N 75°44'37" E	1,973.28'
L4	N 61°07'58" E	47.83'
L5	N 32°01'29" E	482.70'
L6	N 58°59'52" E	118.81'
L7	N 75°38'40" E	529.25'
L8	S 65°00'59" E	222.10'
L9	S 14°12'06" E	411.38'

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
P.O.R.	POINT OF REFERENCE
O.P.R.M.C.TX.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
N.T.S.	NOT TO SCALE
●	FOUND MONUMENT - AS DESCRIBED
o	POINT OF INTERSECTION
℄	PROPERTY LINE
	CENTERLINE OF PROPOSED RIGHT-OF-WAY
℄	SECTION LINE
	ABSTRACT LINE

STATE OF TEXAS
REGISTERED
JASON S. SCYOC
6686
PROFESSIONAL
LAND SURVEYOR

NOTES:
1. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 2, ROUTE SURVEY.
2. BASIS OF BEARING NAD83, TEXAS STATE PLANE CENTRAL ZONE, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY EXXON MOBIL.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY EXXON MOBIL.

TOTAL LENGTH PROPOSED CENTERLINE: 4,184.83 FEET = 253.63 RODS
PROPOSED RIGHT-OF-WAY: 163,398 SQ. FT. = 3.75 AC.
TEMPORARY WORKSPACE: 80,158 SQ. FT. = 1.84 AC.
ADDITIONAL TEMP. WORKSPACE: 6,011 SQ. FT. = 0.14 AC.

02/12/2026
JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

REV	DATE	BY	DESCRIPTION	CHK.
1	02/12/26	JMD	REVISED PER CLIENT COMMENTS	JSS
0	02/11/26	JMD	ISSUED FOR ACQUISITION	JSS

PROJECT NO: 68534

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194581

ExxonMobil
Energy lives here

EXXON MOBIL - COON-BEND 9 103-108H + COON-MASHBURN 9 109-114HFLGL
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

DRAWN BY: JMD	DATE 02/11/26	DWG. NO. TX-MD-001.000_105-108H FL_REV1	REV. 1
CHECKED BY: JSS	DATE: 02/11/26		
SCALE: 1" = 1000'	APP BY: JSS	SHEET 1 OF 2	

EXHIBIT "B"

MIDLAND COUNTY, TEXAS

T. & P. R.R. CO. SURVEY
SECTION 9, BLOCK 38, TOWNSHIP 2S
ABSTRACT 158

BEING A CENTERLINE DESCRIPTION OF A PROPOSED FORTY (40) FOOT WIDE RIGHT-OF-WAY, LOCATED IN THE T. & P. R.R. CO. SURVEY, ABSTRACT 158, SECTION 9, BLOCK 38, TOWNSHIP 2S, MIDLAND COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, CALLED 327.57 ACRES, AS DESCRIBED IN DEED UNTO CITY OF MIDLAND, RECORDED IN VOLUME 2308, PAGE 3 INSTRUMENT NO. 2004-2813, OF THE OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS; SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES CITED HEREIN ARE GRID BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83):

COMMENCING FROM A FOUND 1/2" IRON ROD (N 031°58'45.90", W 102°00'19.50") ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 1150;

THENCE, SOUTH 60°05'56" EAST, OVER AND ACROSS SAID SECTION 9, A DISTANCE OF 3,061.83 FEET TO THE POINT OF BEGINNING (N 031°58'31.33", W 101°59'48.73") OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 75°38'29" WEST, A DISTANCE OF 63.20 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED PROPOSED CENTERLINE;

THENCE, SOUTH 14°21'31" EAST, A DISTANCE OF 336.28 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED PROPOSED CENTERLINE;

THENCE, NORTH 75°44'37" EAST, A DISTANCE OF 1,973.28 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED PROPOSED CENTERLINE;

THENCE, NORTH 61°07'58" EAST, A DISTANCE OF 47.83 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED PROPOSED CENTERLINE;

THENCE, NORTH 32°01'29" EAST, A DISTANCE OF 482.70 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED PROPOSED CENTERLINE;

THENCE, NORTH 58°59'52" EAST, A DISTANCE OF 118.81 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED PROPOSED CENTERLINE;

THENCE, NORTH 75°38'40" EAST, A DISTANCE OF 529.25 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED PROPOSED CENTERLINE;

THENCE, SOUTH 65°00'59" EAST, A DISTANCE OF 222.10 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED PROPOSED CENTERLINE;

THENCE, SOUTH 14°12'06" EAST, A DISTANCE OF 411.38 FEET TO **THE POINT OF TERMINATION** (N 031°58'34.53", W 101°59'12.22") OF THE HEREIN DESCRIBED CENTERLINE ON THE SOUTHERLY LINE OF SAID TRACT, FROM WHICH A FOUND 1/4" NAIL WITH WASHER "UCW" (N 031°58'34.84", W 101°59'10.89") MARKING THE NORTHWEST CORNER OF ABSTRACT 596, BEARS NORTH 75°47'25" EAST, A DISTANCE OF 118.52 FEET;

THE SIDELINES OF SAID RIGHT-OF-WAY ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINE AND PERPENDICULAR TO THE POINT OF BEGINNING;

THE TOTAL LENGTH OF THE ABOVE DESCRIBED SURVEY LINE IS 4,184.83 FEET (253.63 RODS), WITH THE PROPOSED RIGHT-OF-WAY CONTAINING AN AREA OF 163,398 SQUARE FEET OR 3.75 ACRES OF LAND, MORE OR LESS.

Jason Scyoc

Digitally signed by Jason Scyoc
Date: 2026.02.12 11:00:09 -07'00'

JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

REV	DATE	BY	DESCRIPTION	CHK.
1	02/12/26	JMD	REVISED PER CLIENT COMMENTS	JSS
0	02/11/26	JMD	ISSUED FOR ACQUISITION	JSS

PROJECT NO: 68534

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

ExxonMobil
Energy lives here

EXXON MOBIL - COON-BEND 9 103-108H + COON-MASHBURN 9 109-114HFLGL
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

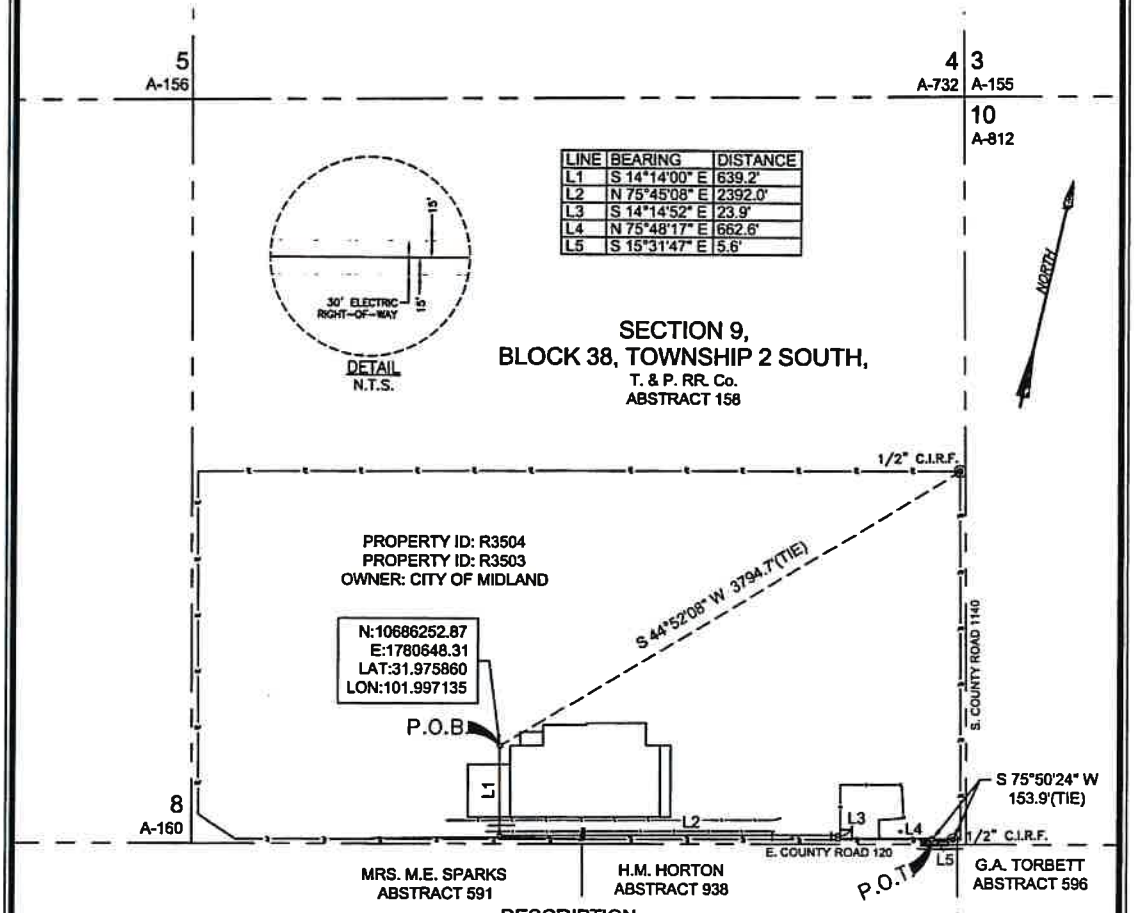
DRAWN BY: JMD	DATE: 02/11/26	DWG. NO.	REV.
CHECKED BY: JSS	DATE: 02/11/26	TX-MD-001.000_105-108H FL_REV1	1
SCALE: N.T.S	APP BY: JSS	SHEET 2 OF 2	

EXHIBIT "A"

CENTERLINE FOOTAGE: 3723.3 FEET OR 225.65 RODS

LEGEND

———	CENTERLINE
——— & ———	SECTION LINE
——— & ———	PROPERTY LINE
——— & ———	ROAD RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION



LINE	BEARING	DISTANCE
L1	S 14°14'00" E	639.2'
L2	N 75°45'08" E	2392.0'
L3	S 14°14'52" E	23.9'
L4	N 75°48'17" E	662.6'
L5	S 15°31'47" E	5.6'

DESCRIPTION

BEING A CENTERLINE DESCRIPTION OF A 30 FOOT WIDE ELECTRIC RIGHT-OF-WAY, LOCATED IN SECTION 9, BLOCK 38, TOWNSHIP 2 SOUTH, T. & P. RR. Co. SURVEY, ABSTRACT 158, MIDLAND COUNTY, TEXAS, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT POWER POLE, WHICH BEARS SOUTH 44°52'08" WEST, A DISTANCE OF 3794.7 FEET FROM A 1/2 INCH CAPPED IRON ROD, FOUND ON THE WEST RIGHT-OF-WAY LINE OF S. COUNTY ROAD 1140;

THENCE SOUTH 14°14'00" EAST, A DISTANCE OF **639.2 FEET** TO AN ANGLE POINT;
THENCE NORTH 75°45'08" EAST, A DISTANCE OF **2392.0 FEET** TO AN ANGLE POINT;
THENCE SOUTH 14°14'52" EAST, A DISTANCE OF **23.9 FEET** TO AN ANGLE POINT;
THENCE NORTH 75°48'17" EAST, A DISTANCE OF **662.6 FEET** TO AN ANGLE POINT;

THENCE SOUTH 15°31'47" EAST, A DISTANCE OF **5.6 FEET** TO THE **POINT OF TERMINATION**, WHICH BEARS SOUTH 75°50'24" WEST, A DISTANCE OF 153.9 FEET FROM A 1/2 INCH CAPPED IRON ROD, FOUND ON THE NORTH RIGH-OF-WAY LINE OF E. COUNTY ROAD 120.

0 1000' 2000' 3000'

SCALE 1"= 1000'

NOTES:
1. BEARINGS AND DISTANCES CONFORM TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, IN U.S. SURVEY FEET.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SURVEYORS SIGNATURE WILL APPEAR IN BLUE INK ON ORIGINALS.
4. COMPLAINTS IN REGARD TO VIOLATIONS OF GENERAL RULES OF SURVEYING PROCEDURES AND PRACTICES SHOULD BE DIRECTED TO: Texas Board of Professional Engineers and Land Surveyors
1917 S. Interstate 35 Austin, Texas 78741
Website: http://pels.texas.gov
Email: info@pels.texas.gov
PHONE: (512) 440-7723

I HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1 SURVEY. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL INFORMATION SHOWN HEREON IS BASED ON FIELD DATA COLLECTED ON FEBRUARY 16, 2026

JUSTIN RENE PARENTEAU
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE No. 5959

STATE OF TEXAS
REGISTERED
Justin Rene Parenteau
5959
PROFESSIONAL
SURVEYOR

DRAWN BY: SCD	SCALE: AS SHOWN
CHECKED: JRP	W.O. No.: RFS-3829
DATE: 2/19/26	
AFE:	
REV: #1 2/12/26	

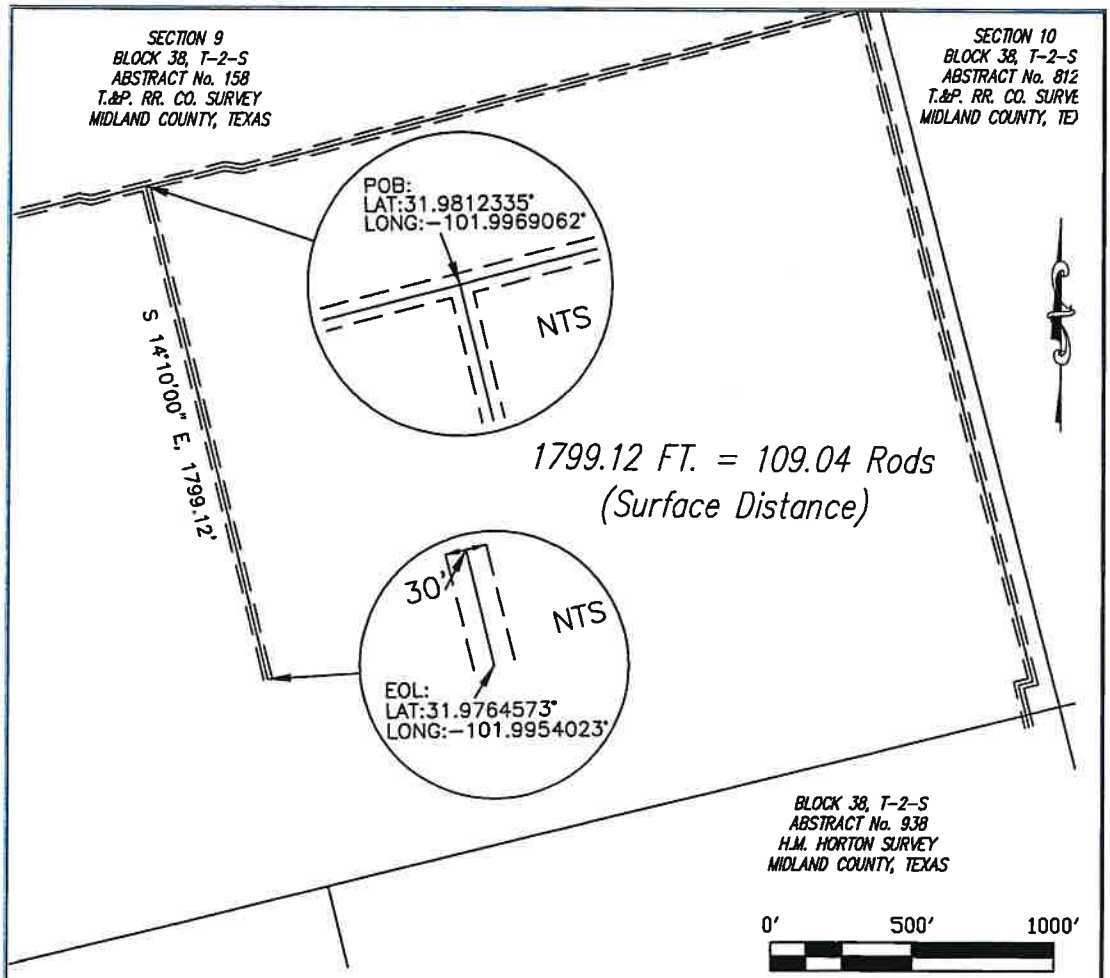
REPUBLIC
FIELD SERVICES
1849 RIVERWOOD DRIVE, SAN ANGELO, TX 76905
PH: (432)-448-2484
TBPLS No. 1019440

CENTERLINE ELECTRIC RIGHT-OF-WAY

PROJECT NAME:
COON-MASHBURN

SITUATED IN
SECTION 9, BLOCK 38, TOWNSHIP 5 SOUTH,
T. & P. RR. Co. SURVEY,
ABSTRACT 158
MIDLAND COUNTY, TEXAS

ExxonMobil



Centerline Description of the
Proposed MLP 8 to Coon-Mashburn Pipeline
in
Section 9
Abstract 158
Block 38, T-2-S
T.&P. RR Co Survey
Midland County, Texas

Beginning at a point on the Centerline of a Proposed Temporary Easement in said Section 9 from whence its Southwest corner bears S 31°21'27" W, 3666.92 feet;

Thence S 14°10'00" E, 1799.12 feet to a point in said Section 9 from whence its Southeast corner bears S 88°09'33" E, 2801.03 feet. The end of description.

Note: Survey Reconstruction filed in the Office of Luchini and Mertz Land Surveying Company.
Note: All bearings shown are based on the Texas Coordinate System of 1927, Central Zone. All Coordinates are based on NAD 83, Texas Central Zone
Note: This does not constitute a boundary survey.
Note: Lease description provided by client.
NOTE: ALL INFORMATION PROVIDED ON THIS DRAWING MAY CHANGE DUE TO NEW INFORMATION FOUND AT A LATER DATE.

JEFFREY D. SUITER
TX. R.P.L.S. #4650

STATE OF TEXAS
REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL
LAND SURVEYOR

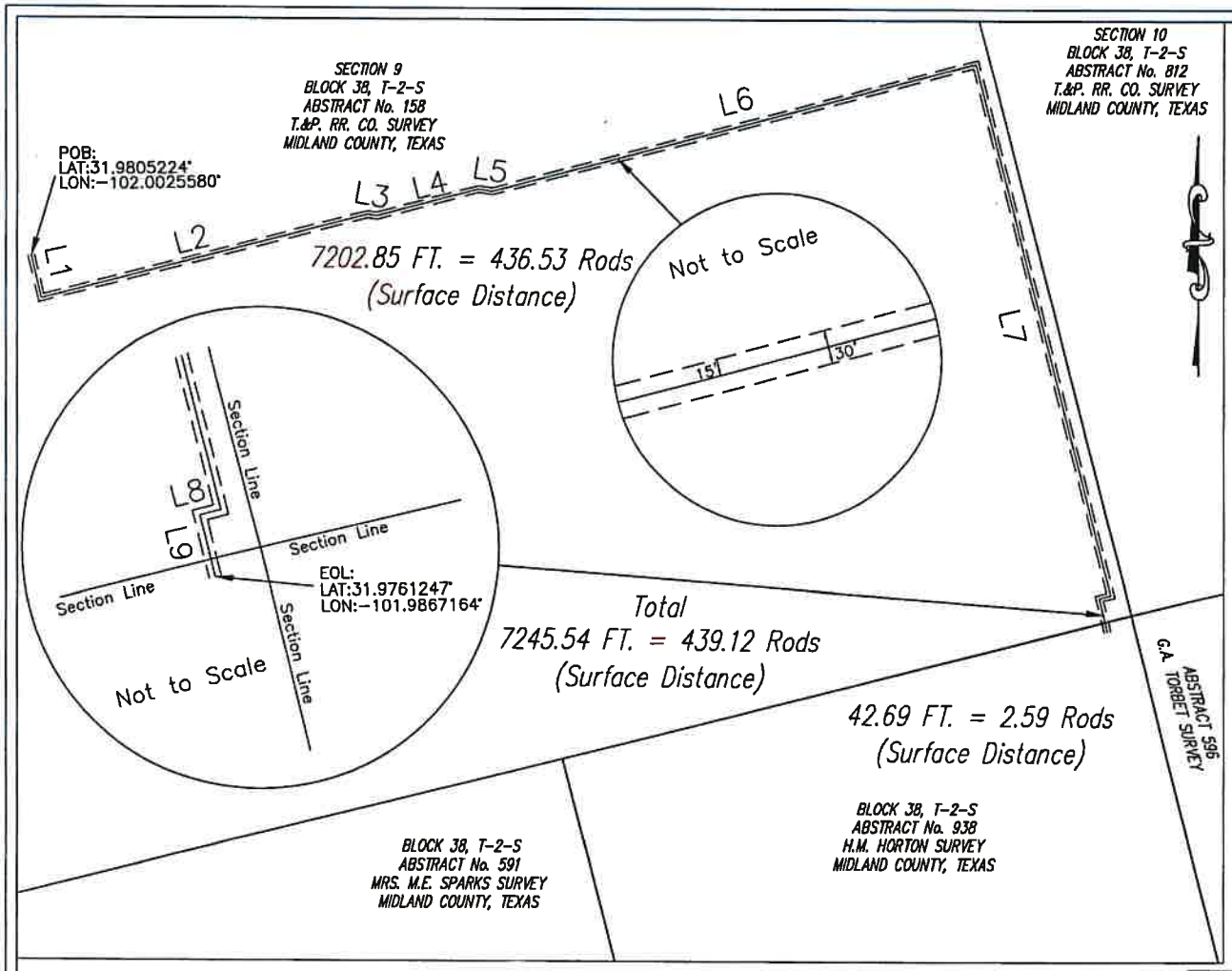
PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
LUCHINI & MERTZ
Boundary Surveys

Draft Date January 29, 2026-ZM

January 27, 2026
260127RH

P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

PIONEER NATURAL RESOURCES USA, Inc.
Proposed MLP 8 to Coon-Masburn Pipeline
in
Section 9
Abstract No. 158
Block 38, T-2-S
T.&P. RR. Co Survey
Midland County, Texas



Centerline Description of the
Proposed MLP 8 Pipeline
in
Section 9
Abstract 158, Block 38, T-2-S
T.&P. RR Co Survey
Midland County, Texas
&
Abstract 938, Block 38, T-2-S
H.M. Horton Survey
Midland County, Texas

Beginning at a point in said Section 9 from whence its Southwest corner bears S 03°00'00" W, 2902.87 feet;
L1 – Thence S 13°35'14" E, 195.64 feet to an angle point of this;
L2 – Thence N 75°36'47" E, 1525.64 feet to an angle point of this;
L3 – Thence S 81°06'49" E, 42.19 feet to an angle point of this;
L4 – Thence N 75°17'34" E, 481.60 feet to an angle point of this;
L5 – Thence S 80°58'40" E, 62.20 feet to an angle point of this;
L6 – Thence N 75°10'32" E, 2267.50 feet to an angle point of this;
L7 – Thence S 14°29'52" E, 2465.18 feet to an angle point of this;
L8 – Thence S 75°23'16" W, 52.79 feet to an angle point of this;
L9 – Thence S 14°06'08" E, at 110.11 feet passing the common line of said Section 9 and Abstract 938 of the H.M. Horton Survey from whence their common East corners bears N 75°54'21", 122.25 feet and continuing in all 152.80 feet to a point in said Abstract 938 from whence the common East corner of said Section 9 and said Abstract 938 bears N 56°39'19" E, 129.49 feet. The end of description.

Note: Survey Reconstruction filed in the Office of Luchini and Mertz Land Surveying Company.
Note: All bearings shown are based on the Texas Coordinate System of 1927, Central Zone. All Coordinates are based on NAD 83, Texas Central Zone
Note: This does not constitute a boundary survey.
Note: Lease description provided by client.
NOTE: ALL INFORMATION PROVIDED ON THIS DRAWING MAY CHANGE DUE TO NEW INFORMATION FOUND AT A LATER DATE.

LINE	BEARING	DISTANCE
L1	S 13°35'14" E	195.64'
L2	N 75°36'47" E	1525.64'
L3	S 81°06'49" E	42.19'
L4	N 75°17'34" E	481.60'
L5	S 80°58'40" E	62.20'
L6	N 75°10'32" E	2267.50'
L7	S 14°29'52" E	2465.18'
L8	S 75°23'16" W	52.79'
L9	S 14°06'08" E	152.80'

0' 500' 1000'
Scale: 1" = 500'

PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
LUCHINI & MERTZ
Boundary Surveys

JEFFREY D. SUITER
TX. R.P.L.S. #4650

STATE OF TEXAS
REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL
LAND SURVEYOR

Job# 260116RH
Drawing by: ZM – JANUARY 22, 2026
P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

PIONEER NATURAL RESOURCES USA, Inc.
Proposed MLP 8 Pipeline
in
Section 9, Abstract No. 158, T.&P. RR. Co Survey
and
Abstract 938, H.M. Horton Survey

Block 38, T-2-S,
Midland County, Texas

EXHIBIT C

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Pioneer Natural Resources USA, Inc. as "Operator"

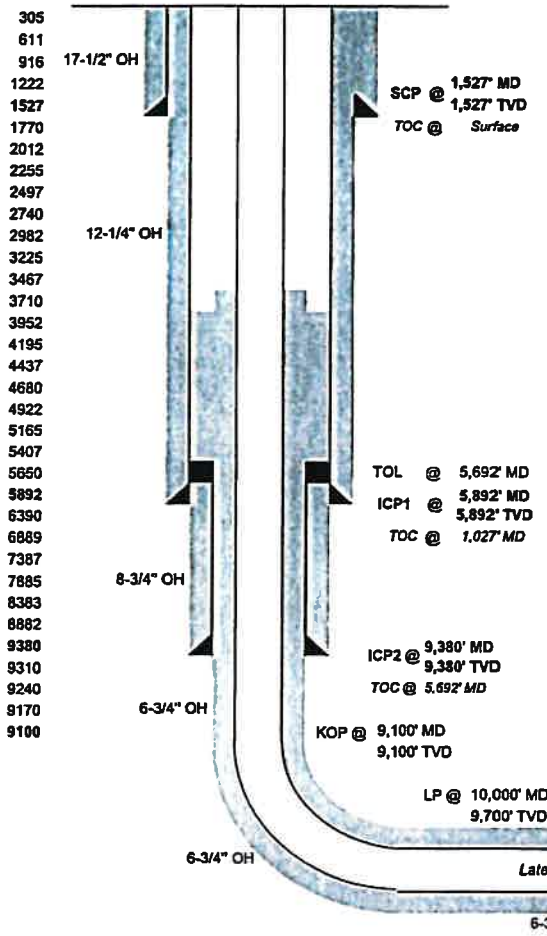
Wellbore Specifications

(see attached)

PIONEER
NATURAL RESOURCES

Coon-Bend 9C 103H

WFMP B



Formation Top	TVD
220_0_DOKM_D1_SNRS_U/TOP SANTA ROSA	710
222_0_DOKM_E1_SNRS_M/TOP POROUS SAND	1,124
224_0_DOKM_F1_SNRS_L/BASE POROUS SAND	1,348
250_0_DWLK	1,483
Surface Casing	1,527
251_0_RSRL	1,681
251_0_SLDO	1,785
254_0_B/SALT	2,632
255_0_TNSL_TOP_DOL	2,632
256_0_YATES	2,699
257_0_SEVEN RIVERS	2,986
258_0_QUEEN	3,742
259_0_GRAYBURG	4,300
261_0_SAN ANDRES	4,491
263_0_SAN ANDRES SHALE	5,853
265_0_CLEARFORK	6,789
267_0_SPBY_U_A1/267_0_SPBY	7,655
267_5_SPBY_M_A1	7,958
268_5_SPBY_L_A1	8,221
268_5_SPBY_L_A2	8,280
268_6_SPBY_L_B1/JO MILL	8,500
268_7_L_C1/L. SPRABERRY	8,599
269_0_DEAN	9,040
270_0_WFMP_A1	9,241
272_0_WFMP A2	9,332
271_0_WFMP A3	9,443
275_0_WFMP B1	9,534
276_0_WFMP B2	9,581
278_0_WFMP B3	9,698
ICP1	5,892
ICP2	9,380

Mud Information

Hole Section	Mud Type	Depth Range		MW (ppg)	
17-1/2"	Water	0'	1,527'	8.3	8.5
12-1/4"	Brine	1,527'	4,000'	10	10.2
12-1/4"	Brine	4,000'	5,892'	10.2	10.5
6-3/4"	OBM	9,380'	22,900'	10	10.5

Casing Details

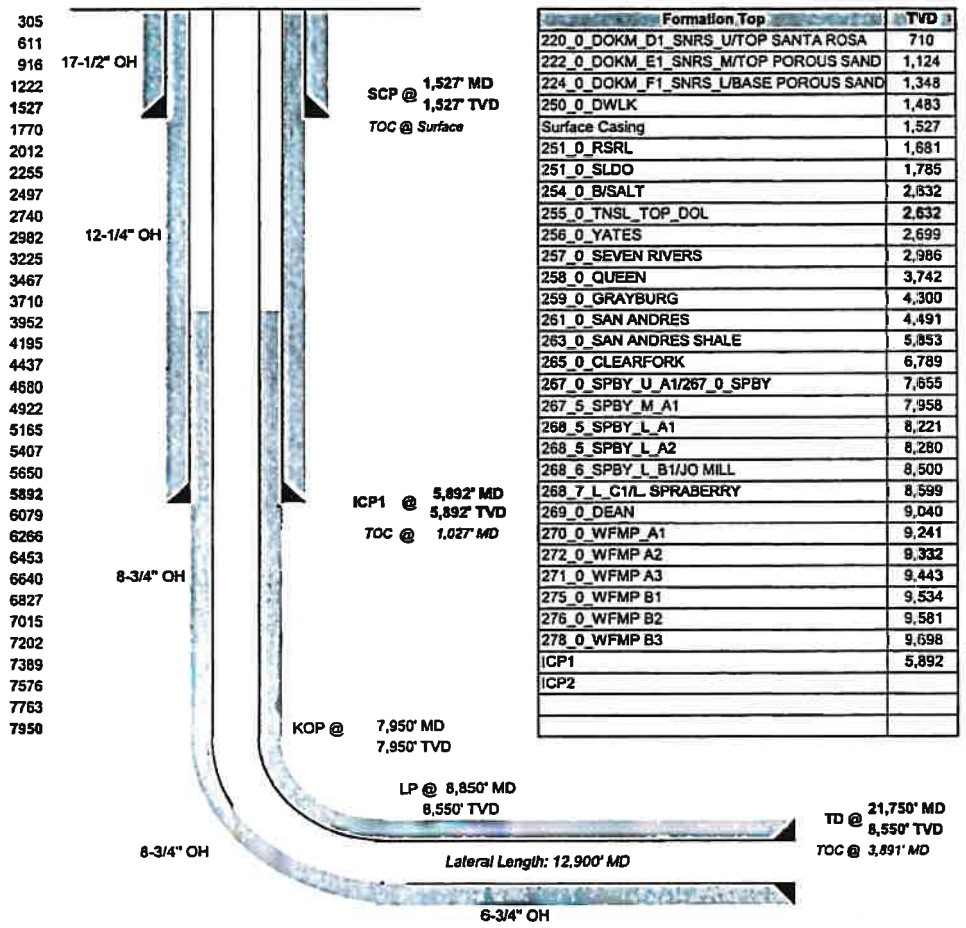
Casing	From (MD)	To (MD)	Size	ID	Wt	Grade	Conn.
Surface	0'	1,527'	13-3/8"	12.615"	54.5	J-55	BTC
Intermediate	0'	5,892'	9-5/8"	8.835"	40	L-80 IC	BTC
Liner	5,642'	9,380'	7-5/8"	6.875"	29.7	P-110 IC	Wedge 441
Production	0'	22,900'	5-1/2"	4.778"	20	P-110 ICY	Wedge 441

Cementing Program

Section	Stage	Slurry	TOC (MD)	Density, ppg	Notes
17-1/2"	Stage 1	Lead		13.0	TOC @ Surface
		Tail	1027	14.8	500' tail
12-1/4"	Stage 1	Lead	1,027'	11.0	500' inside sfc csg
		Tail	5,392'	14.8	500' tail
8-3/4"	Stage 1	Lead	5,692'	11.0	200' inside int. csg
		Tail	8,880'	13.2	500' tail
6-3/4"	Stage 1	Lead	3,891'	11.5	600' above SA
		Tail	8,900'	12.5	200' above KOP

PIONEER
NATURAL RESOURCES

JM



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Surface Casing	1,527
251_0_RSRL	1,681
251_0_SLDO	1,785
254_0_B/SALT	2,632
255_0_TNSL_TOP_DOL	2,632
256_0_YATES	2,699
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263_0_SAN ANDRES SHALE	5,853
265_0_CLEARFORK	6,789
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268_5_SPBY_L_A2	8,280
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270_0_WFMP_A1	9,241
272_0_WFMP A2	9,332
271_0_WFMP A3	9,443
275_0_WFMP B1	9,534
276_0_WFMP B2	9,581
278_0_WFMP B3	9,698
ICP1	5,892
ICP2	

Mud Information

Hole Section	Mud Type	Depth Range		MW (ppg)	
17-1/2"	Water	0'	1,527'	8.3	8.5
12-1/4"	Brine	1,527'	5,850'	10	10.2
12-1/4"	Brine	5,850'	5,892'	10	10.2
6-3/4"	OBM	5,892'	21,750'	8	8.5

Casing Details

Casing	From (MD)	To (MD)	Size	ID	Wt	Grade	Conn.
Surface	0'	1,527'	13-3/8"	12.615"	54.5	J-55	BTC
Intermediate	0'	5,892'	9-5/8"	8.835"	40	L-80 IC	BTC
Production	0'	21,750'	5-1/2"	4.778"	20	P-110 ICY	Wedge 441

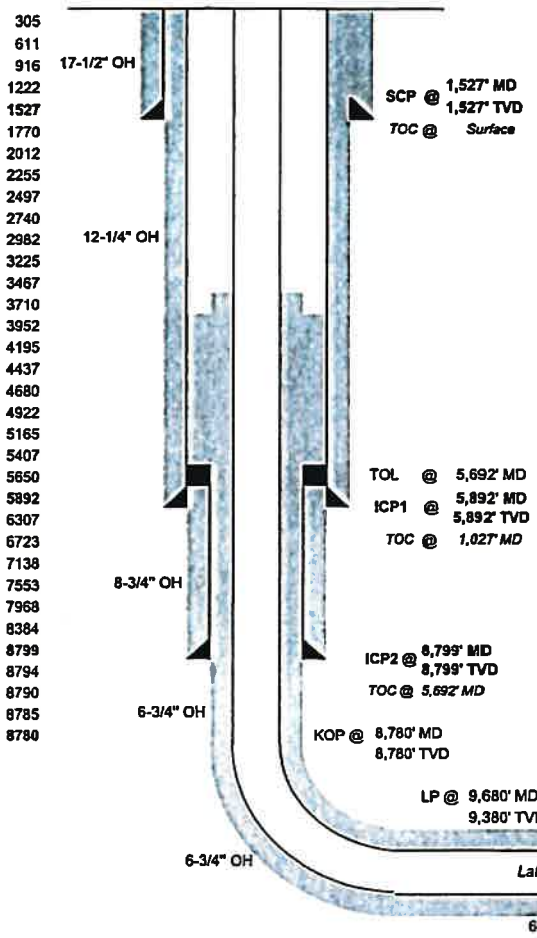
Cementing Program

Section	Stage	Slurry	TOC (MD)	Density (ppg)	Notes
17-1/2"	Stage 1	Lead		13.0	TOC @ Surface
		Tail	1,027'	14.8	500' tail
12-1/4"	Stage 1	Lead	1,027'	11.0	500' inside sfc csg
		Tail	5,392'	14.8	500' tail
6-3/4"	Stage 1	Lead	3,691'	11.5	600' above SA
		Tail	7,750'	12.5	200' above KOP

PIONEER
NATURAL RESOURCES

Coon-Bend 9E 105H

WFMP A



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224_0_DOKM_F1_SNRS_L/BASE POROUS SAND	1,348
250_0_DWLK	1,483
Surface Casing	1,527
251_0_RSRL	1,681
251_0_SLDO	1,785
254_0_B/SALT	2,632
255_0_TNSL_TOP_DOL	2,632
256_0_YATES	2,699
257_0_SEVEN RIVERS	2,986
258_0_QUEEN	3,742
259_0_GRAYBURG	4,300
261_0_SAN ANDRES	4,491
263_0_SAN ANDRES SHALE	5,853
265_0_CLEARFORK	6,789
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267_5_SPBY_M_A1	7,958
268_5_SPBY_L_A1	8,221
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271_0_WFMP A3	9,443
275_0_WFMP B1	9,534
276_0_WFMP B2	9,581
278_0_WFMP B3	9,698
ICP1	5,892
ICP2	8,799

Mud Information

Hole Section	Mud Type	Depth Range		MW (ppg)	
17-1/2"	Water	0'	1,527'	8.3	8.5
12-1/4"	Brine	1,527'	4,000'	10	10.2
12-1/4"	Brine	4,000'	5,892'	10.2	10.5
6-3/4"	OBM	8,799'	22,580'	10	10.5

Casing Details

Casing	From (MD)	To (MD)	Size	ID	Wt	Grade	Conn.
Surface	0'	1,527'	13-3/8"	12.615"	54.5	J-55	BTC
Intermediate	0'	5,892'	9-5/8"	8.835"	40	L-80 IC	BTC
Liner	5,642'	8,799'	7-5/8"	6.875"	29.7	P-110 IC	Wedge 441
Production	0'	22,580'	5-1/2"	4.778"	20	P-110 ICY	Wedge 441

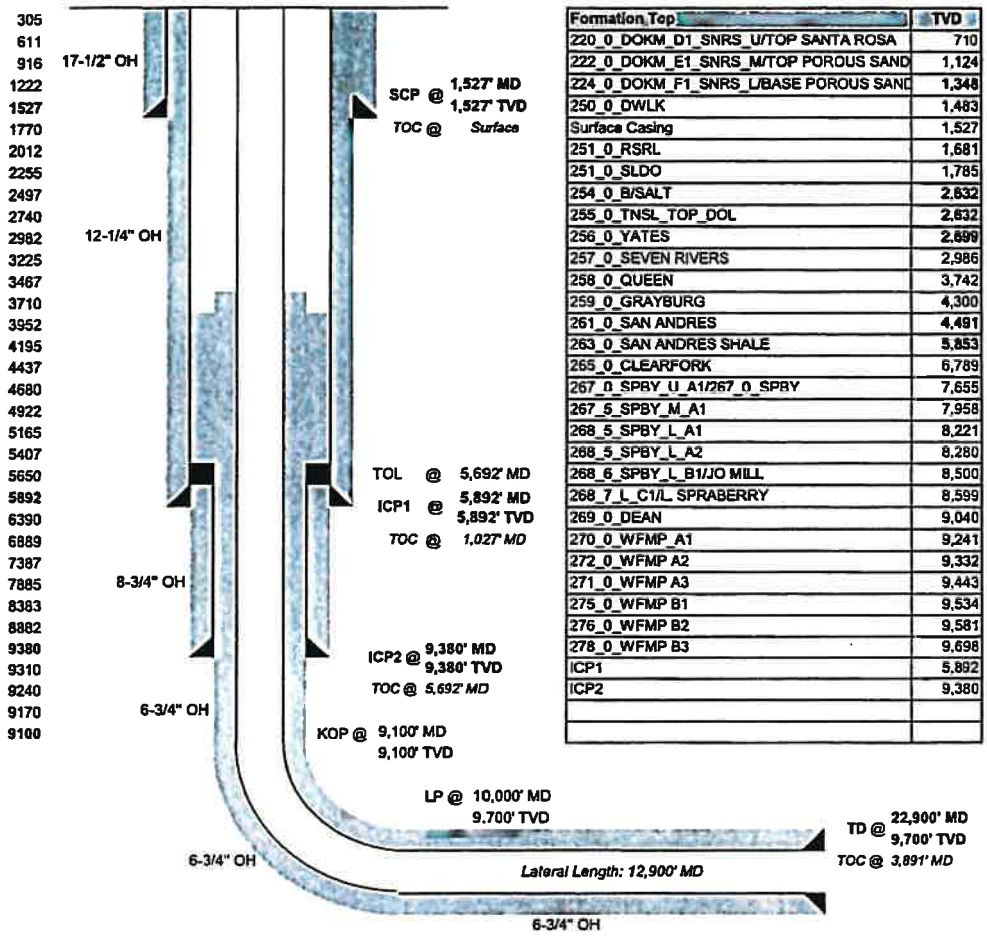
Cementing Program

Section	Stage	Slurry	TOC (MD)	Density, ppg	Notes
17-1/2"	Stage 1	Lead		13.0	TOC @ Surface
		Tail	1027'	14.8	500' tail
12-1/4"	Stage 1	Lead	1,027'	11.0	500' inside sfc csg
		Tail	5,392'	14.8	500' tail
8-3/4"	Stage 1	Lead	5,692'	11.0	200' inside int. csg
		Tail	8,299'	13.2	500' tail
6-3/4"	Stage 1	Lead	3,891'	11.5	600' above SA
		Tail	8,580'	12.5	200' above KOP

PIONEER
NATURAL RESOURCES

Coon-Bend 9F 106H

WFMP B



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268_5_SPBY_L_A1	8,221
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268_6_SPBY_L_B1/JO MILL	8,500
268_7_L_C1/L. SPRABERRY	8,599
269_0_DEAN	9,040
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276_0_WFMP B2	9,581
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ICP1	5,892
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Mud Information

Hole Section	Mud Type	Depth Range		MW (ppg)	
17-1/2"	Water	0'	1,527'	8.3	8.5
12-1/4"	Brine	1,527'	4,000'	10	10.2
12-1/4"	Brine	4,000'	5,892'	10.2	10.5
6-3/4"	OBM	9,380'	22,900'	10	10.5

Casing Details

Casing	From (MD)	To (MD)	Size	ID	Wt	Grade	Conn.
Surface	0'	1,527'	13-3/8"	12.615"	54.5	J-55	BTC
Intermediate	0'	5,892'	9-5/8"	8.835"	40	L-80 IC	BTC
Liner	5,642'	9,380'	7-5/8"	6.875"	29.7	P-110 IC	Wedge 441
Production	0'	22,900'	5-1/2"	4.778"	20	P-110 ICY	Wedge 441

Cementing Program

Section	Stage	Slurry	TOC (MD)	Density, ppg	Notes
17-1/2"	Stage 1	Lead		13.0	TOC @ Surface
		Tail	1027	14.8	500' tail
12-1/4"	Stage 1	Lead	1,027'	11.0	500' inside sfc csg
		Tail	5,392'	14.8	500' tail
8-3/4"	Stage 1	Lead	5,692'	11.0	200' inside Int. csg
		Tail	8,580'	13.2	500' tail
6-3/4"	Stage 1	Lead	3,891'	11.5	600' above SA
		Tail	8,900'	12.5	200' above KOP

PIONEER
NATURAL RESOURCES

Coon-Bend 9G 107H

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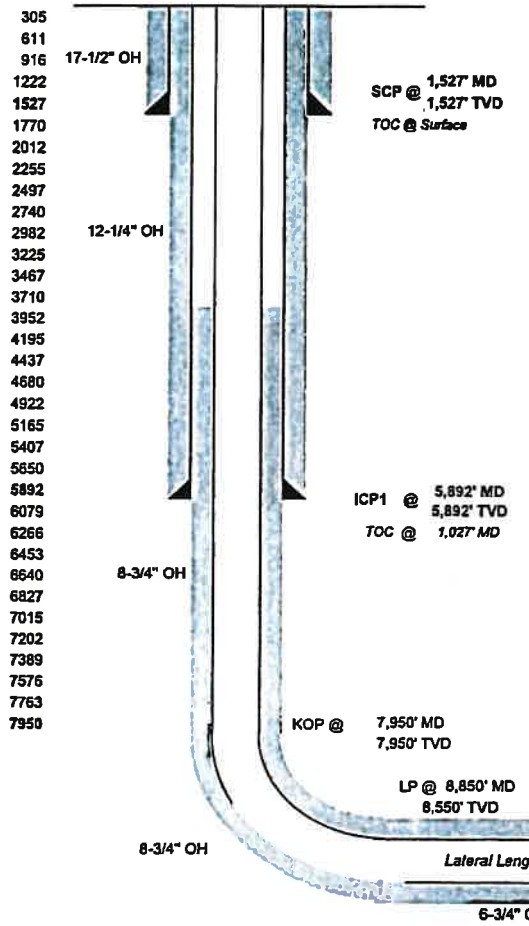


Formation Top	TVD
220_0_DOKM_D1_SNRS_U/TOP SANTA ROSA	710
222_0_DOKM_E1_SNRS_M/TOP POROUS SAND	1,124
224_0_DOKM_F1_SNRS_L/BASE POROUS SAND	1,348
250_0_DWLK	1,483
Surface Casing	1,527
251_0_RSRL	1,681
251_0_SLDO	1,785
254_0_B/SALT	2,632
255_0_TNSL_TOP_DOL	2,632
256_0_YATES	2,699
257_0_SEVEN RIVERS	2,986
258_0_QUEEN	3,742
259_0_GRAYBURG	4,300
261_0_SAN ANDRES	4,491
263_0_SAN ANDRES SHALE	5,853
265_0_CLEARFORK	6,789
267_0_SPBY_U_A1/267_0_SPBY	7,655
267_5_SPBY_M_A1	7,958
268_5_SPBY_L_A1	8,221
268_5_SPBY_L_A2	8,280
268_6_SPBY_L_B1/JO MILL	8,500
268_7_L_C1/L. SPRABERRY	8,599
269_0_DEAN	9,040
270_0_WFMP_A1	9,241
272_0_WFMP A2	9,332
271_0_WFMP A3	9,443
275_0_WFMP B1	9,534
276_0_WFMP B2	9,581
278_0_WFMP B3	9,698
ICP1	5,892
ICP2	

Mud Information

Hole Section	Mud Type	Depth Range		MW (ppg)	
17-1/2"	Water	0'	1,527'	8.3	8.5
12-1/4"	Brine	1,527'	5,850'	10	10.2
12-1/4"	Brine	5,850'	5,892'	10	10.2
6-3/4"	OBM	5,892'	21,750'	8	8.5

Casing Details

Casing	From (MD)	To (MD)	Size	ID	Wt	Grade	Conn.
Surface	0'	1,527'	13-3/8"	12.615"	54.5	J-55	BTC
Intermediate	0'	5,892'	9-5/8"	8.835"	40	L-80 IC	BTC
Production	0'	21,750'	5-1/2"	4.778"	20	P-110 ICY	Wedge 441

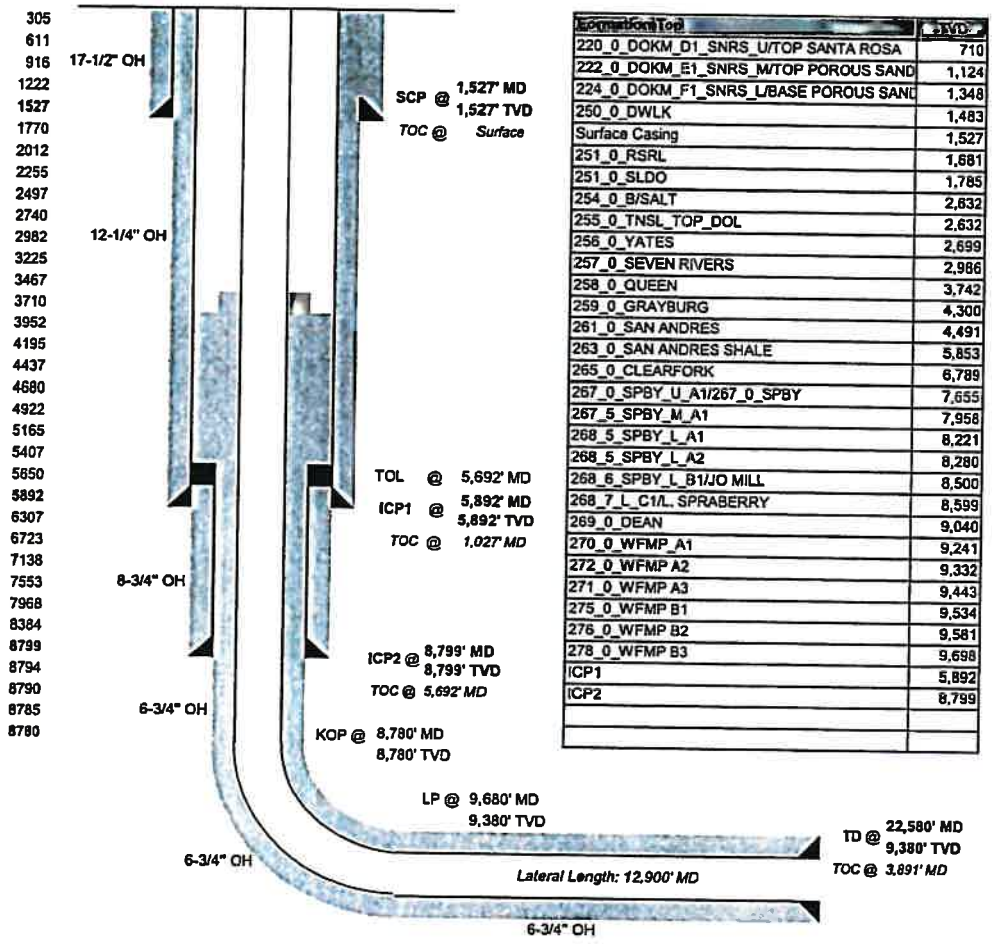
Cementing Program

Section	Stage	Slurry	TOC (MD)	Density (ppg)	Notes
17-1/2"	Stage 1	Lead		13.0	TOC @ Surface
		Tail	1,027'	14.8	500' tail
12-1/4"	Stage 1	Lead	1,027'	11.0	500' inside s/c csg
		Tail	5,392'	14.8	500' tail
6-3/4"	Stage 1	Lead	3,891'	11.5	600' above SA
		Tail	7,750'	12.5	200' above KOP

PIONEER
NATURAL RESOURCES

Coon-Bend 9H 108H

WFMP A



Formation Top	TVD
220_0_DOKM_D1_SNRS_U/TOP SANTA ROSA	710
222_0_DOKM_E1_SNRS_M/TOP POROUS SAND	1,124
224_0_DOKM_F1_SNRS_L/BASE POROUS SAND	1,348
250_0_DWLK	1,483
Surface Casing	1,527
251_0_RSRL	1,681
251_0_SLDO	1,785
254_0_B/SALT	2,632
255_0_TNSL_TOP_DOL	2,632
256_0_YATES	2,699
257_0_SEVEN RIVERS	2,986
258_0_QUEEN	3,742
259_0_GRAYBURG	4,300
261_0_SAN ANDRES	4,491
263_0_SAN ANDRES SHALE	5,853
265_0_CLEARFORK	6,789
267_0_SPBY_U_A1/267_0_SPBY	7,655
267_5_SPBY_M_A1	7,958
268_5_SPBY_L_A1	8,221
268_5_SPBY_L_A2	8,280
268_6_SPBY_L_B1/JO MILL	8,500
268_7_L_C1/L. SPRABERRY	8,599
269_0_DEAN	9,040
270_0_WFMP_A1	9,241
272_0_WFMP A2	9,332
271_0_WFMP A3	9,443
275_0_WFMP B1	9,534
276_0_WFMP B2	9,581
278_0_WFMP B3	9,698
ICP1	5,892
ICP2	8,799

Mud Information

Hole Section	Mud Type	Depth Range		MW (ppg)	
17-1/2"	Water	0'	1,527'	8.3	8.5
12-1/4"	Brine	1,527'	4,000'	10	10.2
12-1/4"	Brine	4,000'	5,892'	10.2	10.5
6-3/4"	OBM	8,799'	22,580'	10	10.5

Casing Details

Casing	From (MD)	To (MD)	Size	ID	Wt	Grade	Conn.
Surface	0'	1,527'	13-3/8"	12.615"	54.5	J-55	BTC
Intermediate	0'	5,892'	9-5/8"	8.835"	40	L-80 IC	BTC
Liner	5,642'	8,799'	7-5/8"	6.875"	29.7	P-110 IC	Wedge 441
Production	0'	22,580'	5-1/2"	4.778"	20	P-110 ICY	Wedge 441

Cementing Program

Section	Stage	Slurry	TOC (MD)	Density, ppg	Notes
17-1/2"	Stage 1	Lead		13.0	TOC @ Surface
		Tail	1027	14.8	500' tail
12-1/4"	Stage 1	Lead	1,027'	11.0	500' inside sfc csg
		Tail	5,392'	14.8	500' tail
8-3/4"	Stage 1	Lead	5,692'	11.0	200' inside int. csg
		Tail	8,299'	13.2	500' tail
6-3/4"	Stage 1	Lead	3,891'	11.5	600' above SA
		Tail	8,580'	12.5	200' above KOP

PIONEER
NATURAL RESOURCES

Coon-Mashburn 9J 110H

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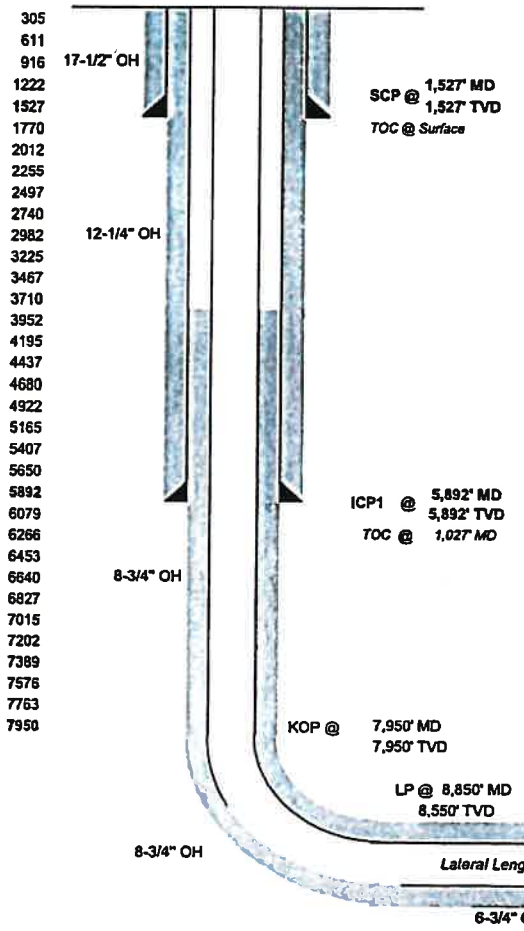


Formation Top	TVD
220_0_DOKM_D1_SNRS_U/TOP SANTA ROSA	710
222_0_DOKM_E1_SNRS_M/TOP POROUS SAND	1,124
224_0_DOKM_F1_SNRS_L/BASE POROUS SAND	1,348
250_0_DWLK	1,483
Surface Casing	1,527
251_0_RSRL	1,681
251_0_SLDO	1,785
254_0_B/SALT	2,632
255_0_TNSL_TOP_DOL	2,632
256_0_YATES	2,699
257_0_SEVEN RIVERS	2,986
258_0_QUEEN	3,742
259_0_GRAYBURG	4,300
261_0_SAN ANDRES	4,491
263_0_SAN ANDRES SHALE	5,853
265_0_CLEARFORK	6,789
267_0_SPBY_U_A1/267_0_SPBY	7,655
267_5_SPBY_M_A1	7,958
268_5_SPBY_L_A1	8,221
268_5_SPBY_L_A2	8,280
268_6_SPBY_L_B1/JO MILL	8,500
268_7_L_C1/L. SPRABERRY	8,599
269_0_DEAN	9,040
270_0_WFMP_A1	9,241
272_0_WFMP A2	9,332
271_0_WFMP A3	9,443
275_0_WFMP B1	9,534
276_0_WFMP B2	9,581
278_0_WFMP B3	9,698
ICP1	5,892
ICP2	

Mud Information

Hole Section	Mud Type	Depth Range		MW (ppg)	
17-1/2"	Water	0'	1,527'	8.3	8.5
12-1/4"	Brine	1,527'	5,850'	10	10.2
12-1/4"	Brine	5,850'	5,892'	10	10.2
6-3/4"	OBM	5,892'	20,350'	8	8.5

Casing Details

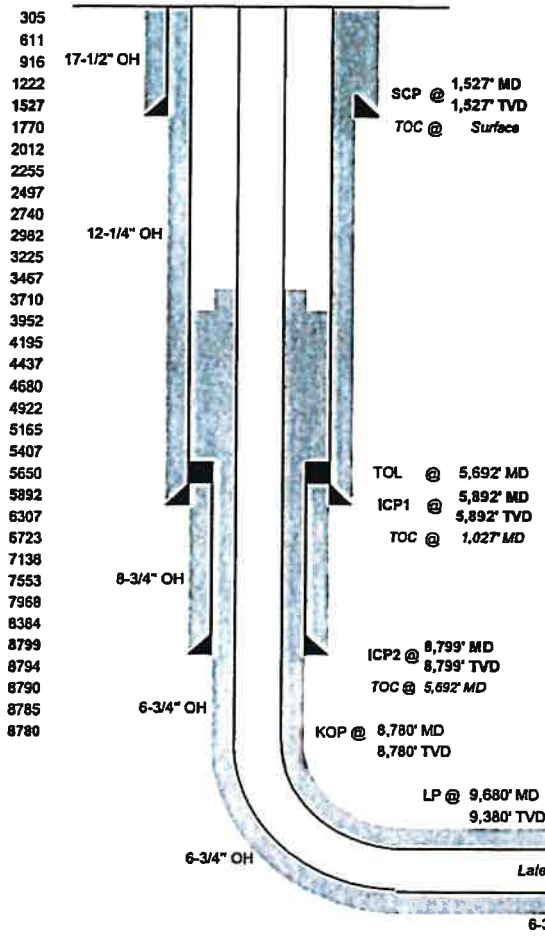
Casing	From (MD)	To (MD)	Size	ID	Wt	Grade	Conn.
Surface	0'	1,527'	13-3/8"	12.615"	54.5	J-55	BTC
Intermediate	0'	5,892'	9-5/8"	8.835"	40	L-80 IC	BTC
Production	0'	20,350'	5-1/2"	4.778"	20	P-110 ICY	Wedge 441

Cementing Program

Section	Stage	Slurry	TOC (MD)	Density (ppg)	Notes
17-1/2"	Stage 1	Lead		13.0	TOC @ Surface
		Tail	1,027'	14.8	500' tail
12-1/4"	Stage 1	Lead	1,027'	11.0	500' inside sfc csg
		Tail	5,392'	14.8	500' tail
6-3/4"	Stage 1	Lead	3,891'	11.5	600' above SA
		Tail	7,750'	12.5	200' above KOP

PIONEER
NATURAL RESOURCES

WFMP A



Formation Top	TVD
220_0_DOKM_D1_SNRS_U/TOP SANTA ROSA	710
222_0_DOKM_E1_SNRS_M/TOP POROUS SAND	1,124
224_0_DOKM_F1_SNRS_L/BASE POROUS SAND	1,348
250_0_DWLK	1,483
Surface Casing	1,527
251_0_RSRL	1,681
251_0_SLDO	1,785
254_0_B/SALT	2,632
255_0_TNSL_TOP_DOL	2,632
256_0_YATES	2,699
257_0_SEVEN RIVERS	2,986
258_0_QUEEN	3,742
259_0_GRAYBURG	4,300
261_0_SAN ANDRES	4,491
263_0_SAN ANDRES SHALE	5,853
265_0_CLEARFORK	6,789
267_0_SPBY_U_A1/267_0_SPBY	7,655
267_5_SPBY_M_A1	7,958
268_5_SPBY_L_A1	8,221
268_5_SPBY_L_A2	8,280
268_6_SPBY_L_B1/JO MILL	8,500
268_7_L_C1/L. SPRABERRY	8,599
269_0_DEAN	9,040
270_0_WFMP_A1	9,241
272_0_WFMP A2	9,332
271_0_WFMP A3	9,443
275_0_WFMP B1	9,534
276_0_WFMP B2	9,581
278_0_WFMP B3	9,698
ICP1	5,892
ICP2	8,799

Mud Information

Hole Section	Mud Type	Depth Range		MW (ppg)	
17-1/2"	Water	0'	1,527'	8.3	8.5
12-1/4"	Brine	1,527'	4,000'	10	10.2
12-1/4"	Brine	4,000'	5,892'	10.2	10.5
6-3/4"	OBM	8,799'	21,180'	10	10.5

Casing Details

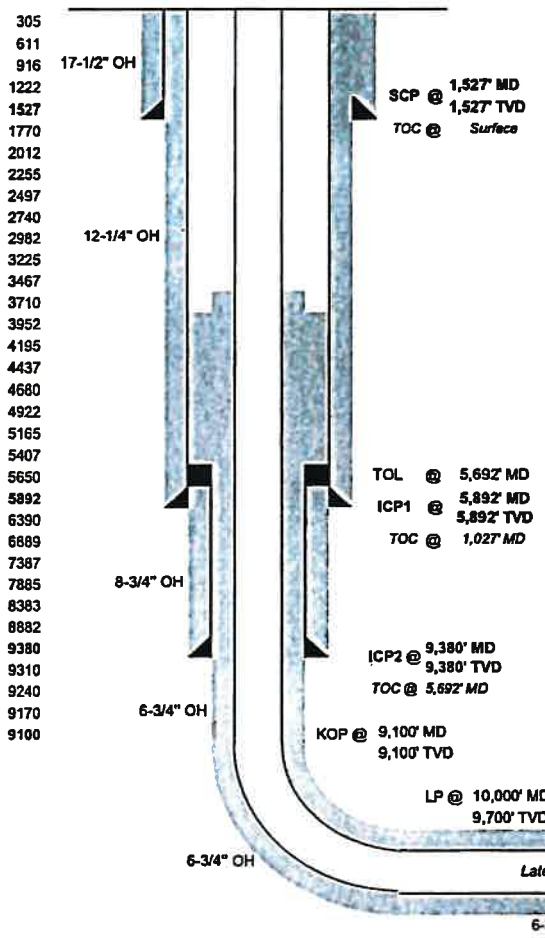
Casing	From (MD)	To (MD)	Size	ID	Wt	Grade	Conn.
Surface	0'	1,527'	13-3/8"	12.615"	54.5	J-55	BTC
Intermediate	0'	5,892'	9-5/8"	8.835"	40	L-80 IC	BTC
Liner	5,642'	8,799'	7-5/8"	6.875"	29.7	P-110 IC	Wedge 441
Production	0'	21,180'	5-1/2"	4.778"	20	P-110 ICY	Wedge 441

Cementing Program

Section	Stage	Slurry	TOC (MD)	Density, ppg	Notes
17-1/2"	Stage 1	Lead		13.0	TOC @ Surface
		Tail	1027	14.8	500' tail
12-1/4"	Stage 1	Lead	1,027'	11.0	500' inside sfc csg
		Tail	5,392'	14.8	500' tail
8-3/4"	Stage 1	Lead	5,692'	11.0	200' inside int. csg
		Tail	8,299'	13.2	500' tail
6-3/4"	Stage 1	Lead	3,891'	11.5	600' above SA
		Tail	8,580'	12.5	200' above KOP

PIONEER
NATURAL RESOURCES

WFMP B



Formation Top	TVD
220_0_DOKM_D1_SNRS_U/TOP SANTA ROSA	710
222_0_DOKM_E1_SNRS_M/TOP POROUS SAND	1,124
224_0_DOKM_F1_SNRS_L/BASE POROUS SAND	1,348
250_0_DWLK	1,483
Surface Casing	1,527
251_0_RSRL	1,681
251_0_SLDO	1,785
254_0_B/SALT	2,632
255_0_TNSL_TOP_DOL	2,632
256_0_YATES	2,699
257_0_SEVEN RIVERS	2,986
258_0_QUEEN	3,742
259_0_GRAYBURG	4,300
261_0_SAN ANDRES	4,491
263_0_SAN ANDRES SHALE	5,853
265_0_CLEARFORK	6,789
267_0_SPBY_U_A1/267_0_SPBY	7,655
267_5_SPBY_M_A1	7,958
268_5_SPBY_L_A1	8,221
268_5_SPBY_L_A2	8,280
268_6_SPBY_L_B1/JO MILL	8,500
268_7_L_C1/L. SPRABERRY	8,599
269_0_DEAN	9,040
270_0_WFMP_A1	9,241
272_0_WFMP A2	9,332
271_0_WFMP A3	9,443
275_0_WFMP B1	9,534
276_0_WFMP B2	9,581
278_0_WFMP B3	9,698
ICP1	5,892
ICP2	9,380

Mud Information

Hole Section	Mud Type	Depth Range		MW (ppg)	
17-1/2"	Water	0'	1,527'	8.3	8.5
12-1/4"	Brine	1,527'	4,000'	10	10.2
12-1/4"	Brine	4,000'	5,892'	10.2	10.5
6-3/4"	OBM	9,380'	21,500'	10	10.5

Casing Details

Casing	From (MD)	To (MD)	Size	ID	Wt	Grade	Conn.
Surface	0'	1,527'	13-3/8"	12.615"	54.5	J-55	BTC
Intermediate	0'	5,892'	9-5/8"	8.835"	40	L-80 IC	BTC
Liner	5,642'	9,380'	7-5/8"	6.875"	29.7	P-110 IC	Wedge 441
Production	0'	21,500'	5-1/2"	4.778"	20	P-110 ICY	Wedge 441

Cementing Program

Section	Stage	Slurry	TOC (MD)	Density, ppg	Notes
17-1/2"	Stage 1	Lead		13.0	TOC @ Surface
		Tail	1027	14.8	500' tail
12-1/4"	Stage 1	Lead	1,027'	11.0	500' inside sfc csg
		Tail	5,392'	14.8	500' tail
8-3/4"	Stage 1	Lead	5,692'	11.0	200' inside int. csg
		Tail	8,550'	13.2	500' tail
6-3/4"	Stage 1	Lead	3,891'	11.5	600' above SA
		Tail	8,900'	12.5	200' above KOP

PIONEER
NATURAL RESOURCES

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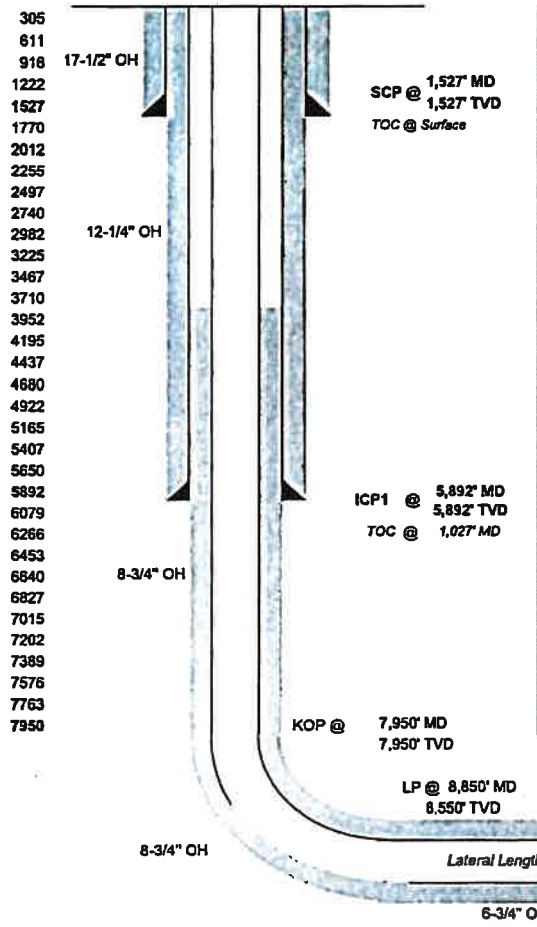


Formation Top	TVD
220_0_DOKM_D1_SNRS_U/TOP SANTA ROSA	710
222_0_DOKM_E1_SNRS_M/TOP POROUS SAND	1,124
224_0_DOKM_F1_SNRS_L/BASE POROUS SAND	1,348
250_0_DWLK	1,483
Surface Casing	1,527
251_0_RSRL	1,681
251_0_SLDO	1,785
254_0_B/SALT	2,632
255_0_TNSL_TOP_DOL	2,632
256_0_YATES	2,699
257_0_SEVEN RIVERS	2,986
258_0_QUEEN	3,742
259_0_GRAYBURG	4,300
261_0_SAN ANDRES	4,491
263_0_SAN ANDRES SHALE	5,853
265_0_CLEARFORK	6,789
267_0_SPBY_U_A1/267_0_SPBY	7,655
267_5_SPBY_M_A1	7,958
268_5_SPBY_L_A1	8,221
268_5_SPBY_L_A2	8,280
268_6_SPBY_L_B1/JO MILL	8,500
268_7_L_C1/L. SPRABERRY	8,599
269_0_DEAN	9,040
270_0_WFMP_A1	9,241
272_0_WFMP A2	9,332
271_0_WFMP A3	9,443
275_0_WFMP B1	9,534
276_0_WFMP B2	9,581
278_0_WFMP B3	9,698
ICP1	5,892
ICP2	

Mud Information

Hole Section	Mud Type	Depth Range		MW (ppg)	
17-1/2"	Water	0'	1,527'	8.3	8.5
12-1/4"	Brine	1,527'	5,850'	10	10.2
12-1/4"	Brine	5,850'	5,892'	10	10.2
6-3/4"	OBM	5,892'	20,350'	8	8.5

Casing Details

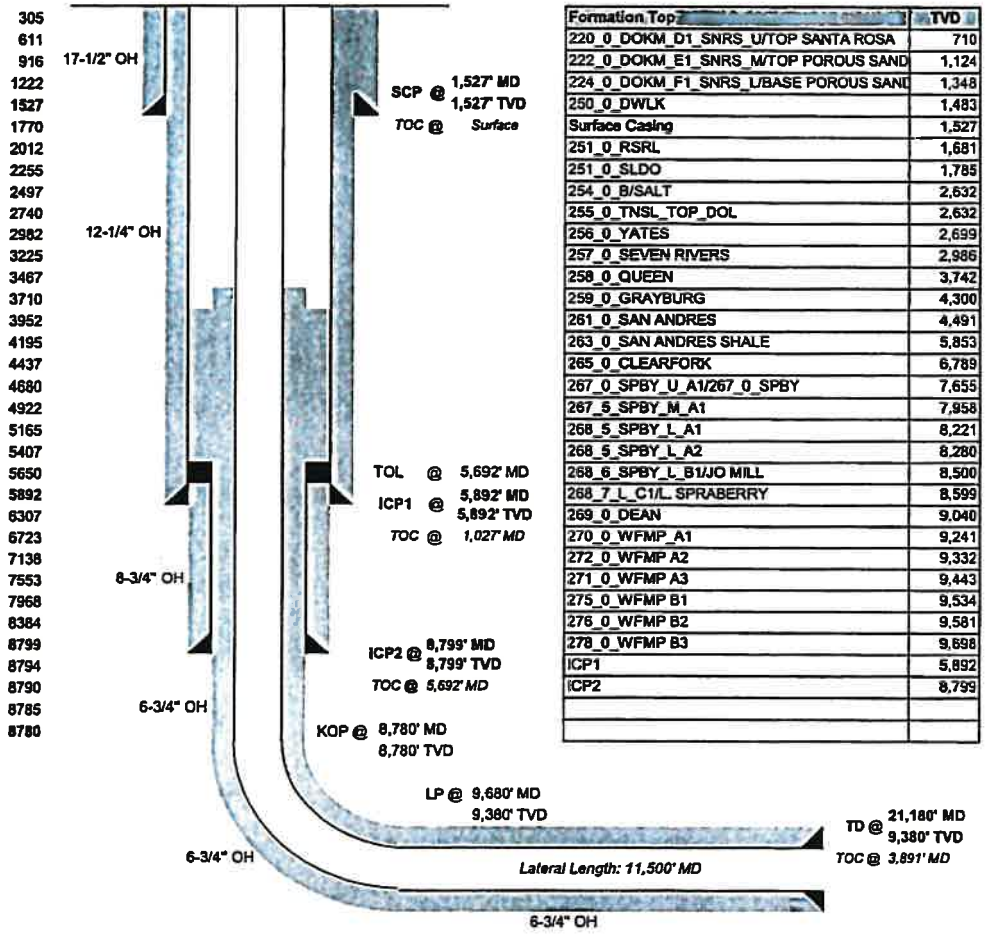
Casing	From (MD)	To (MD)	Size	ID	Wt	Grade	Conn.
Surface	0'	1,527'	13-3/8"	12.615"	54.5	J-55	BTC
Intermediate	0'	5,892'	9-5/8"	8.835"	40	L-80 IC	BTC
Production	0'	20,350'	5-1/2"	4.778"	20	P-110 ICY	Wedge 441

Cementing Program

Section	Stage	Slurry	TOC (MD)	Density (ppg)	Notes
17-1/2"	Stage 1	Lead		13.0	TOC @ Surface
		Tail	1,027'	14.8	500' tail
12-1/4"	Stage 1	Lead	1,027'	11.0	500' inside sfc csg
		Tail	5,392'	14.8	500' tail
6-3/4"	Stage 1	Lead	3,891'	11.5	600' above SA
		Tail	7,750'	12.5	200' above KOP

PIONEER
NATURAL RESOURCES

WFMP A



Formation Top	TVD
220_0_DOKM_D1_SNRS_U/TOP SANTA ROSA	710
222_0_DOKM_E1_SNRS_M/TOP POROUS SAND	1,124
224_0_DOKM_F1_SNRS_L/BASE POROUS SAND	1,348
250_0_DWLK	1,483
Surface Casing	1,527
251_0_RSRL	1,681
251_0_SLDO	1,785
254_0_B/SALT	2,632
255_0_TNSL_TOP_DOL	2,632
256_0_YATES	2,699
257_0_SEVEN RIVERS	2,986
258_0_QUEEN	3,742
259_0_GRAYBURG	4,300
261_0_SAN ANDRES	4,491
263_0_SAN ANDRES SHALE	5,853
265_0_CLEARFORK	6,789
267_0_SPBY_U_A1/267_0_SPBY	7,655
267_5_SPBY_M_A1	7,958
268_5_SPBY_L_A1	8,221
268_5_SPBY_L_A2	8,280
268_6_SPBY_L_B1/JO MILL	8,500
268_7_L_C1/L. SPRABERRY	8,599
269_0_DEAN	9,040
270_0_WFMP_A1	9,241
272_0_WFMP A2	9,332
271_0_WFMP A3	9,443
275_0_WFMP B1	9,534
276_0_WFMP B2	9,581
278_0_WFMP B3	9,698
ICP1	5,892
ICP2	8,799

Mud Information

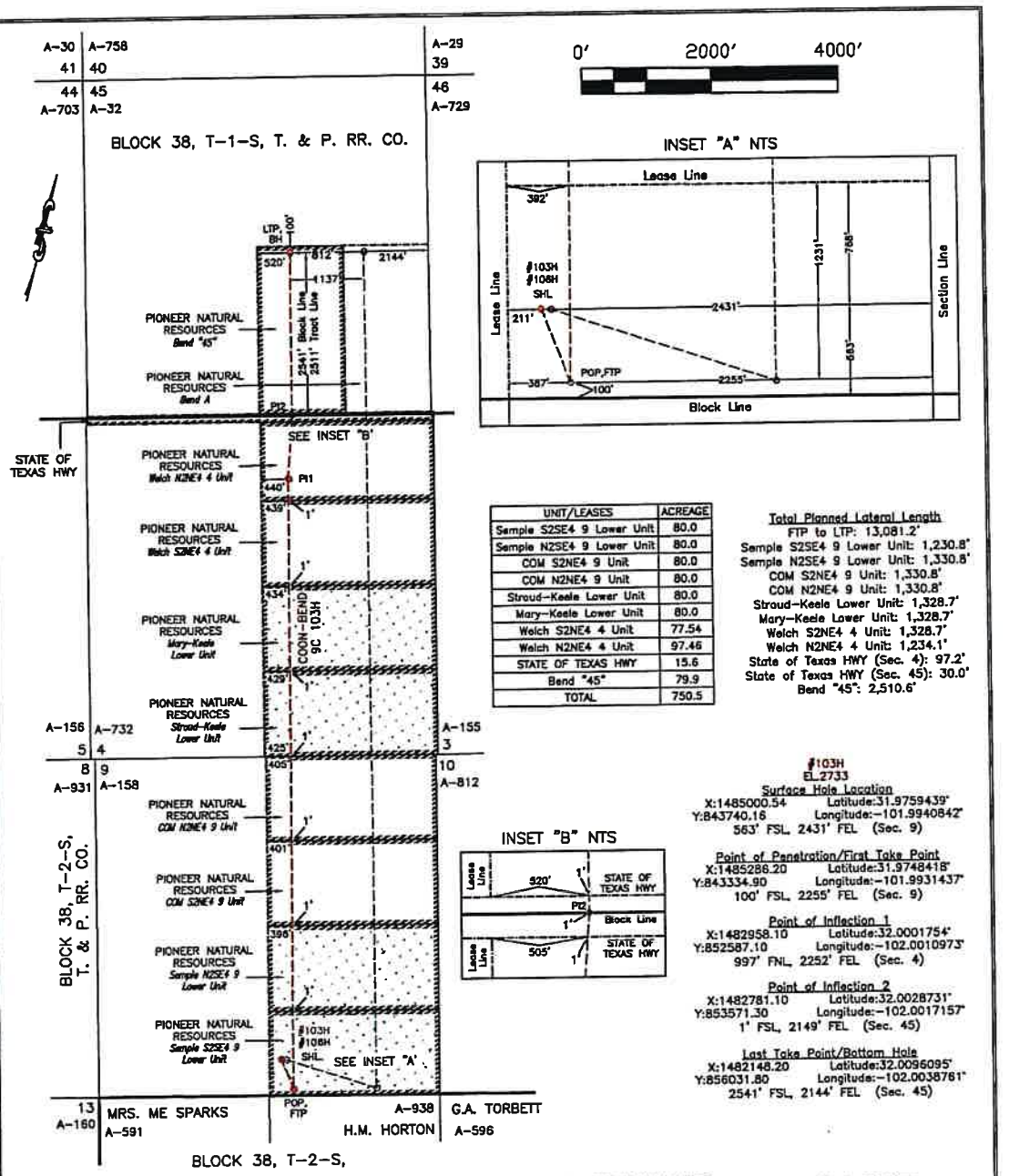
Hole Section	Mud Type	Depth Range		MW (ppg)	
17-1/2"	Water	0'	1,527'	8.3	8.5
12-1/4"	Brine	1,527'	4,000'	10	10.2
12-1/4"	Brine	4,000'	5,892'	10.2	10.5
6-3/4"	OBM	8,799'	21,180'	10	10.5

Casing Details

Casing	From (MD)	To (MD)	Size	ID	Wt	Grade	Conn.
Surface	0'	1,527'	13-3/8"	12.615"	54.5	J-55	BTC
Intermediate	0'	5,892'	9-5/8"	8.835"	40	L-80 IC	BTC
Liner	5,642'	8,799'	7-5/8"	6.875"	29.7	P-110 IC	Wedge 441
Production	0'	21,180'	5-1/2"	4.778"	20	P-110 ICY	Wedge 441

Cementing Program

Section	Stage	Slurry	TOC (MD)	Density, ppg	Notes
17-1/2"	Stage 1	Lead		13.0	TOC @ Surface
		Tail	1027	14.8	500' tail
12-1/4"	Stage 1	Lead	1,027'	11.0	500' inside sfc csg
		Tail	5,392'	14.8	500' tail
8-3/4"	Stage 1	Lead	5,692'	11.0	200' inside int. csg
		Tail	8,299'	13.2	500' tail
6-3/4"	Stage 1	Lead	3,891'	11.5	600' above SA
		Tail	8,580'	12.5	200' above KOP



UNIT/LEASES	ACREAGE
Sample S2SE4 9 Lower Unit	80.0
Sample N2SE4 9 Lower Unit	80.0
COM S2NE4 9 Unit	80.0
COM N2NE4 9 Unit	80.0
Stroud-Keele Lower Unit	80.0
Mary-Keele Lower Unit	80.0
Welch S2NE4 4 Unit	77.54
Welch N2NE4 4 Unit	97.46
STATE OF TEXAS HWY	15.6
Bend "45"	79.9
TOTAL	750.5

Total Planned Lateral Length
FTP to LTP: 13,081.2'
Sample S2SE4 9 Lower Unit: 1,230.8'
Sample N2SE4 9 Lower Unit: 1,330.8'
COM S2NE4 9 Unit: 1,330.8'
COM N2NE4 9 Unit: 1,330.8'
Stroud-Keele Lower Unit: 1,328.7'
Mary-Keele Lower Unit: 1,328.7'
Welch S2NE4 4 Unit: 1,328.7'
Welch N2NE4 4 Unit: 1,234.1'
State of Texas HWY (Sec. 4): 97.2'
State of Texas HWY (Sec. 45): 30.0'
Bend "45": 2,510.6'

#103H
EL 2733
Surface Hole Location
X:1485000.54 Latitude:31.9759439"
Y:843740.16 Longitude:-101.9940842"
563' FSL, 2431' FEL (Sec. 9)

Point of Penetration/First Take Point
X:1485286.20 Latitude:31.9748418"
Y:843334.90 Longitude:-101.9931437"
100' FSL, 2255' FEL (Sec. 9)

Point of Inflection 1
X:1482958.10 Latitude:32.0001754"
Y:852587.10 Longitude:-102.0010973"
997' FNL, 2252' FEL (Sec. 4)

Point of Inflection 2
X:1482781.10 Latitude:32.0028731"
Y:853571.30 Longitude:-102.0017157"
1' FSL, 2149' FEL (Sec. 45)

Last Take Point/Bottom Hole
X:1482148.20 Latitude:32.0096095"
Y:856031.80 Longitude:-102.0038761"
2541' FSL, 2144' FEL (Sec. 45)

NOTE: ALL INFORMATION PROVIDED ON THIS DRAWING MAY CHANGE DUE TO NEW INFORMATION FOUND AT A LATER DATE.
Note: Survey Reconstruction filed in the Office of Luchini and Mertz Land Surveying Company.
Note: All bearings and coordinates shown are based on the Texas Coordinate System of 1927, Central Zone.
Note: The above sketch represents the location as staked on the ground and is for permit purposes only.
Note: NAD '27 Coordinates & Latitude/Longitude on well location.
Note: Well location is approximately 5.1 miles Southeast of Midland.
Note: This does not constitute a boundary survey.
Note: Lease description & Acreage provided by client.

SHL to POP/FTP
S 35.1796° E,
495.8'

POP/FTP to PI1
N 14.1239° W,
9,540.6'

PI1 to PI2
N 10.1952° W,
1,000.0'

PI2 to LTP/BH
N 14.4251° W,
2,540.6'

LEGEND
Block Line
Section Line
Tract/Lease Boundary
Proposed Lateral
R40 Crosshatch

STATE OF TEXAS
REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL
LAND SURVEYOR

Revision 2:
December 22, 2025 - SC

November 18, 2025
251118RH

LUCHINI & MERTZ
PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
Boundary Surveys

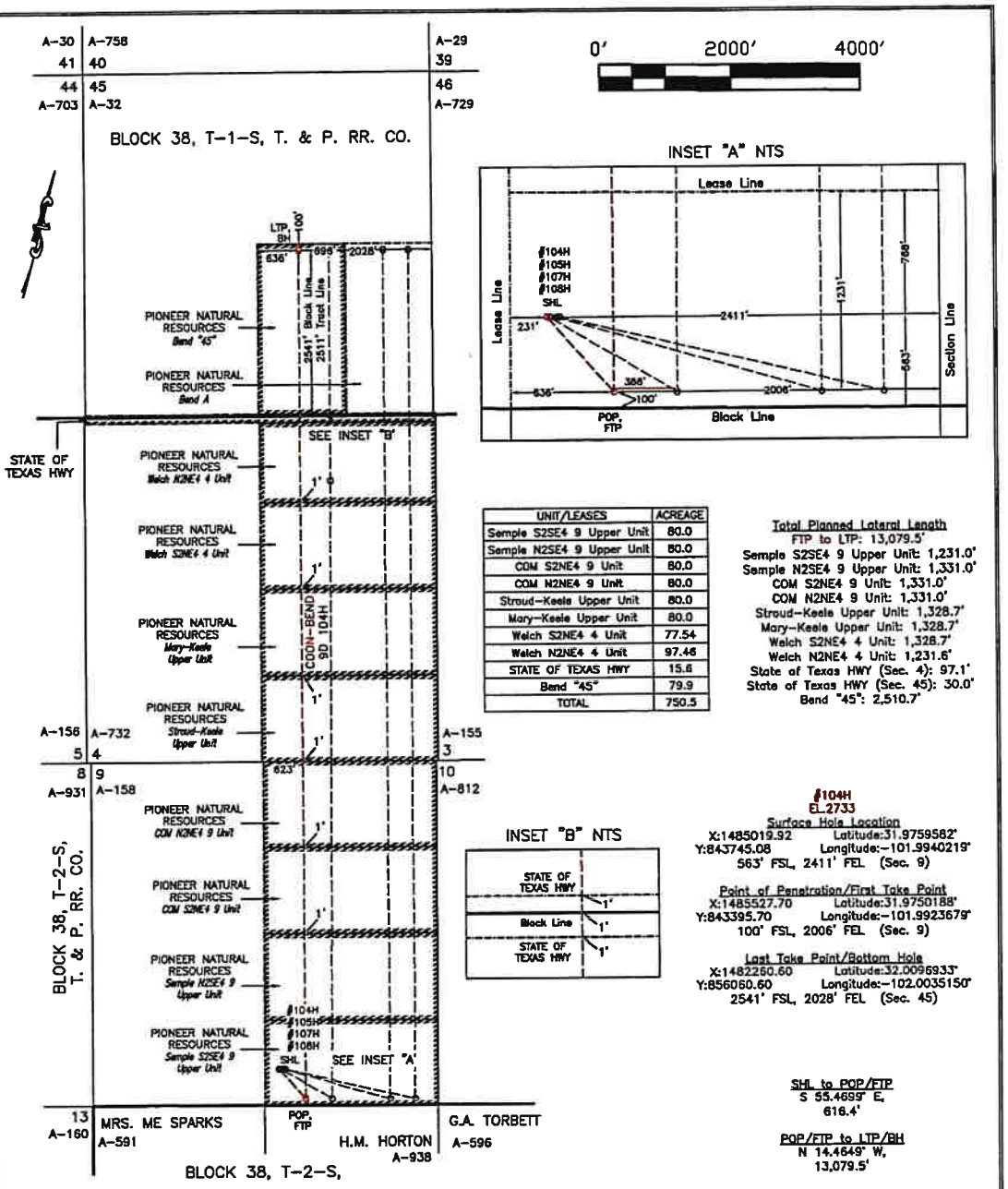
P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

COON-BEND 9C 103H

Railroad Commission Drawing

PIONEER NATURAL RESOURCES USA, Inc.
Section 45, Block 38, T-1-S,
Sections 4 & 9, Block 38, T-2-S,
T. & P. RR. Co.,
Midland County, Texas

Scale: 1" = 2000'



UNIT/LEASES	ACREAGE
Sample S2SE4 9 Upper Unit	80.0
Sample N2SE4 9 Upper Unit	80.0
COM S2NE4 9 Unit	80.0
COM N2NE4 9 Unit	80.0
Stroud-Keele Upper Unit	80.0
Mary-Keele Upper Unit	80.0
Welch S2NE4 4 Unit	77.54
Welch N2NE4 4 Unit	97.46
STATE OF TEXAS HWY	15.6
Bend "45"	79.9
TOTAL	750.5

Total Planned Lateral Length
FTP to LTP: 13,079.5'
Sample S2SE4 9 Upper Unit: 1,231.0'
Sample N2SE4 9 Upper Unit: 1,331.0'
COM S2NE4 9 Unit: 1,331.0'
COM N2NE4 9 Unit: 1,331.0'
Stroud-Keele Upper Unit: 1,328.7'
Mary-Keele Upper Unit: 1,328.7'
Welch S2NE4 4 Unit: 1,328.7'
Welch N2NE4 4 Unit: 1,231.6'
State of Texas HWY (Sec. 4): 97.1'
State of Texas HWY (Sec. 45): 30.0'
Bend "45": 2,510.7'

#104H
EL.2733
Surface Hole Location
X:1485019.92 Latitude:31.9759582°
Y:843745.08 Longitude:-101.9940219°
563' FSL, 2411' FEL (Sec. 9)

Point of Penetration/First Take Point
X:1485527.70 Latitude:31.9750188°
Y:843395.70 Longitude:-101.9923679°
100' FSL, 2006' FEL (Sec. 9)

Last Take Point/Bottom Hole
X:1482260.60 Latitude:32.0095933°
Y:856060.60 Longitude:-102.0035150°
2541' FSL, 2028' FEL (Sec. 45)

SHL to POP/FTP
S 55.4699° E,
616.4'

POP/FTP to LTP/BH
N 14.4649° W,
13,079.5'

NOTE: ALL INFORMATION PROVIDED ON THIS DRAWING MAY CHANGE DUE TO NEW INFORMATION FOUND AT A LATER DATE.
Note: Survey Reconstruction filed in the Office of Luchini and Mertz Land Surveying Company.
Note: All bearings and coordinates shown are based on the Texas Coordinate System of 1927, Central Zone.
Note: The above sketch represents the location as staked on the ground and is for permit purposes only.
Note: NAD '27 Coordinates & Latitude/Longitude on well location.
Note: Well location is approximately 5.1 miles Southeast of Midland.
Note: This does not constitute a boundary survey.
Note: Lease description & Acreage provided by client.

LEGEND
Block Line
Section Line
Tract/Lease Boundary
Proposed Lateral

STATE OF TEXAS REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL LAND SURVEYOR

PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
Boundary Surveys
LUCHINI & MERTZ

Revision 1:
December 22, 2025 - SC

November 18, 2025
251118RH

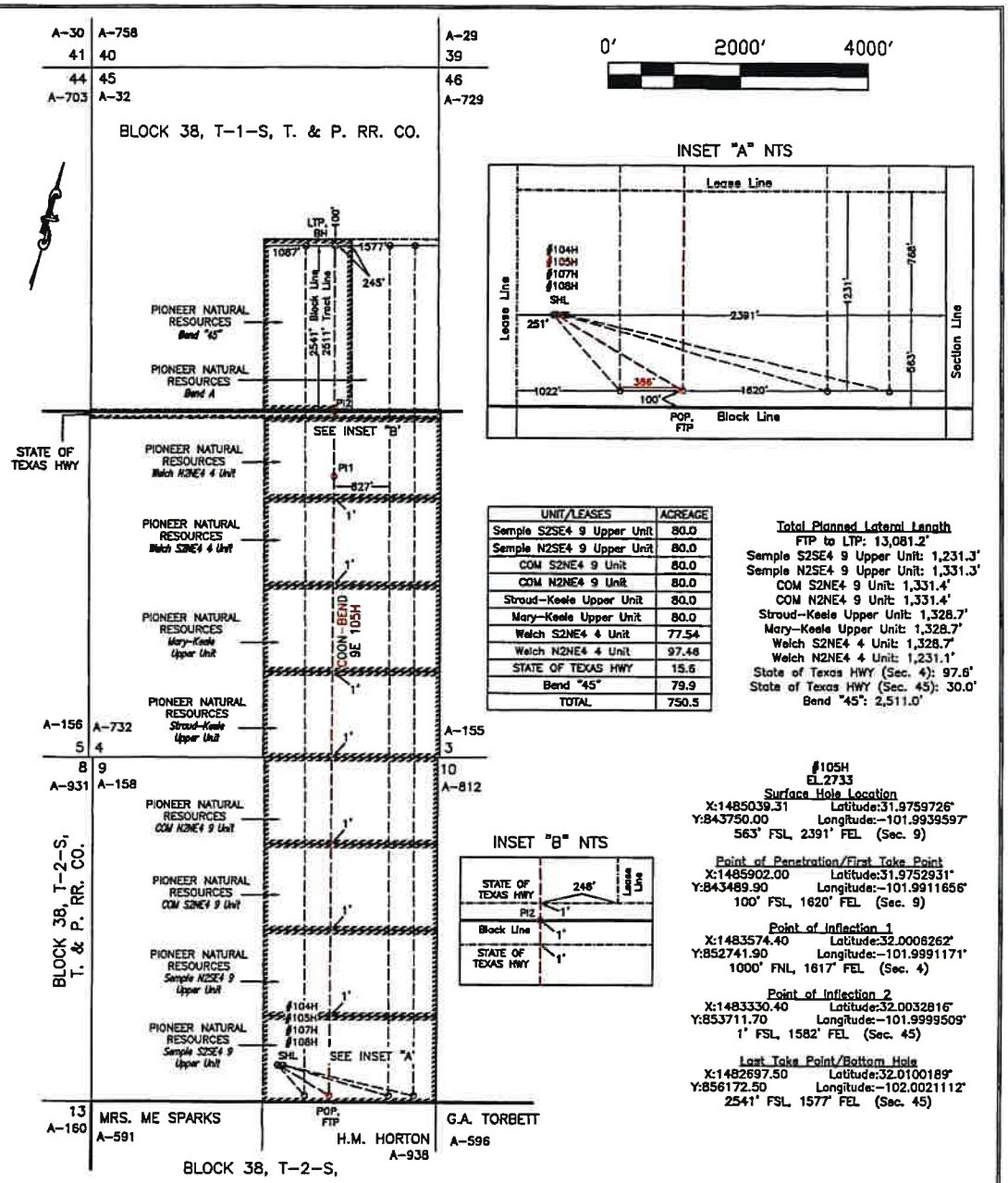
P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

COON-BEND 9D 104H

Railroad Commission Drawing

PIONEER NATURAL RESOURCES USA, Inc.
Section 45, Block 38, T-1-S,
Sections 4 & 9, Block 38, T-2-S,
T. & P. RR. Co.,
Midland County, Texas

Scale: 1" = 2000'



UNIT/LEASES	ACREAGE
Sample S2SE4 9 Upper Unit	80.0
Sample N2SE4 9 Upper Unit	80.0
COM S2NE4 9 Unit	80.0
COM N2NE4 9 Unit	80.0
Straud-Keele Upper Unit	80.0
Mary-Keele Upper Unit	80.0
Welch S2NE4 4 Unit	77.54
Welch N2NE4 4 Unit	97.46
STATE OF TEXAS HWY	15.6
Bend "45"	79.9
TOTAL	750.5

Total Planned Lateral Length
FTP to LTP: 13,081.2'
Sample S2SE4 9 Upper Unit: 1,231.3'
Sample N2SE4 9 Upper Unit: 1,331.3'
COM S2NE4 9 Unit: 1,331.4'
COM N2NE4 9 Unit: 1,331.4'
Straud-Keele Upper Unit: 1,328.7'
Mary-Keele Upper Unit: 1,328.7'
Welch S2NE4 4 Unit: 1,328.7'
Welch N2NE4 4 Unit: 1,231.1'
State of Texas HWY (Sec. 4): 97.6'
State of Texas HWY (Sec. 45): 30.0'
Bend "45": 2,511.0'

#105H
EL.2733
Surface Hole Location
X:1485039.31 Latitude:31.9759726"
Y:843750.00 Longitude:-101.9939597"
563' FSL, 2391' FEL (Sec. 9)

Point of Penetration/First Take Point
X:1485902.00 Latitude:31.9752931"
Y:843489.90 Longitude:-101.9911656"
100' FSL, 1620' FEL (Sec. 9)

Point of Inflection 1
X:1483574.40 Latitude:32.0006262"
Y:852741.90 Longitude:-101.9991171"
1000' FNL, 1617' FEL (Sec. 4)

Point of Inflection 2
X:1483330.40 Latitude:32.0032816"
Y:853711.70 Longitude:-101.9999509"
1' FSL, 1582' FEL (Sec. 45)

Last Take Point/Bottom Hole
X:1482697.50 Latitude:32.0100189"
Y:856172.50 Longitude:-102.0021112"
2541' FSL, 1577' FEL (Sec. 45)

NOTE: ALL INFORMATION PROVIDED ON THIS DRAWING MAY CHANGE DUE TO NEW INFORMATION FOUND AT A LATER DATE.
Note: Survey Reconstruction filed in the Office of Luchini and Mertz Land Surveying Company.
Note: All bearings and coordinates shown are based on the Texas Coordinate System of 1927, Central Zone.
Note: The above sketch represents the location as staked on the ground and is for permit purposes only.
Note: NAD '27 Coordinates & Latitude/Longitude on well location.
Note: Well location is approximately 5.1 miles Southeast of Midland.
Note: This does not constitute a boundary survey.
Note: Lease description & Acreage provided by client.

SHL to POP/FTP
S 73.2221° E,
901.0'

POP/FTP to PI1
N 14.1213° W,
9,540.3'

PI1 to PI2
N 14.1224° W,
1,000.0'

PI2 to LTP/BH
N 14.4235° W,
2,540.9'

LEGEND
Block Line
Section Line
Tract/Lease Boundary
Proposed Lateral

STATE OF TEXAS
REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL
LAND SURVEYOR

PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
LUCHINI & MERTZ
Boundary Surveys

Revision 1:
December 22, 2025 - SC

November 18, 2025
251118RH

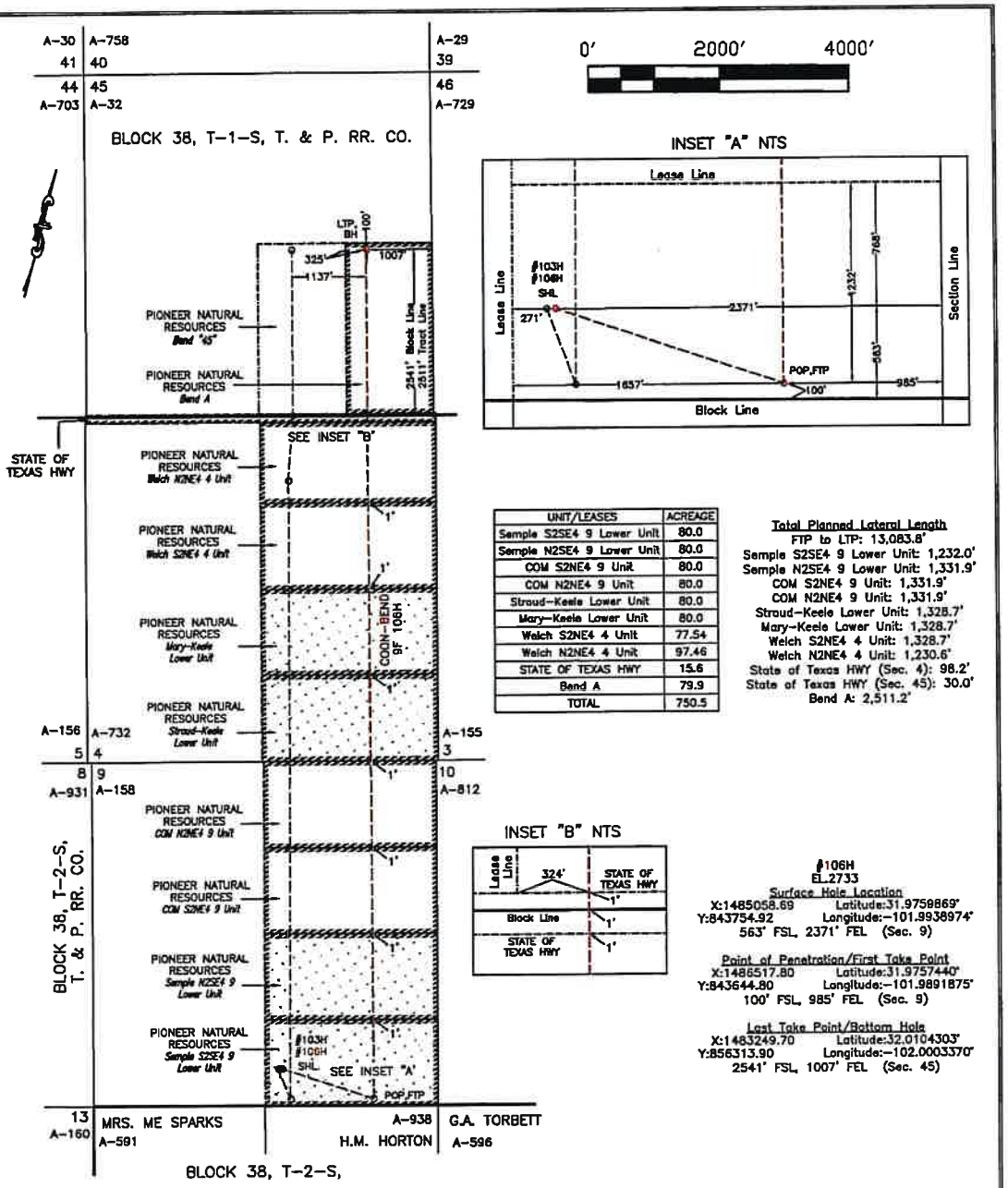
P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

COON-BEND 9E 105H

Railroad Commission Drawing

PIONEER NATURAL RESOURCES USA, Inc.
Section 45, Block 38, T-1-S,
Sections 4 & 9, Block 38, T-2-S,
T. & P. RR. Co.,
Midland County, Texas

Scale: 1" = 2000'



UNIT/LEASES	ACREAGE
Sample S2SE4 9 Lower Unit	80.0
Sample N2SE4 9 Lower Unit	80.0
COM S2NE4 9 Unit	80.0
COM N2NE4 9 Unit	80.0
Straud-Keele Lower Unit	80.0
Mary-Keele Lower Unit	80.0
Welch S2NE4 4 Unit	77.54
Welch N2NE4 4 Unit	97.46
STATE OF TEXAS HWY	15.6
Band A	79.9
TOTAL	750.5

Total Planned Lateral Length
FTP to LTP: 13,083.8'
Sample S2SE4 9 Lower Unit: 1,232.0'
Sample N2SE4 9 Lower Unit: 1,331.9'
COM S2NE4 9 Unit: 1,331.9'
COM N2NE4 9 Unit: 1,331.9'
Straud-Keele Lower Unit: 1,328.7'
Mary-Keele Lower Unit: 1,328.7'
Welch S2NE4 4 Unit: 1,328.7'
Welch N2NE4 4 Unit: 1,230.6'
State of Texas HWY (Sec. 4): 98.2'
State of Texas HWY (Sec. 45): 30.0'
Bend A: 2,511.2'

#106H
EL.2733
Surface Hole Location
X:1485058.69 Latitude:31.9759869°
Y:843754.92 Longitude:-101.9938974°
563' FSL, 2371' FEL (Sec. 9)

Point of Penetration/First Take Point
X:1486517.80 Latitude:31.9757440°
Y:843644.80 Longitude:-101.9891875°
100' FSL, 985' FEL (Sec. 9)

Last Take Point/Bottom Hole
X:1483249.70 Latitude:32.0104303°
Y:856313.90 Longitude:-102.0003370°
2541' FSL, 1007' FEL (Sec. 45)

NOTE: ALL INFORMATION PROVIDED ON THIS DRAWING MAY CHANGE DUE TO NEW INFORMATION FOUND AT A LATER DATE.
Note: Survey Reconstruction filed in the Office of Luchini and Mertz Land Surveying Company.
Note: All bearings and coordinates shown are based on the Texas Coordinate System of 1927, Central Zone.
Note: The above sketch represents the location as staked on the ground and is for permit purposes only.
Note: NAD '27 Coordinates & Latitude/Longitude on well location.
Note: Well location is approximately 5.1 miles Southeast of Midland.
Note: This does not constitute a boundary survey.
Note: Lease description & Acreage provided by client.

LEGEND
Block Line
Section Line
Tract/Lease Boundary
Proposed Lateral
R40 Crosshatch

SHL to POP/FTP
S 85.6841° E,
1,463.3'

POP/FTP to LTP/BH
N 14.4646° W,
13,083.8'

STATE OF TEXAS
REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL
LAND SURVEYOR

PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
LUCHINI & MERTZ
Boundary Surveys

Revision 2:
December 22, 2025 - SC

November 18, 2025
251118RH

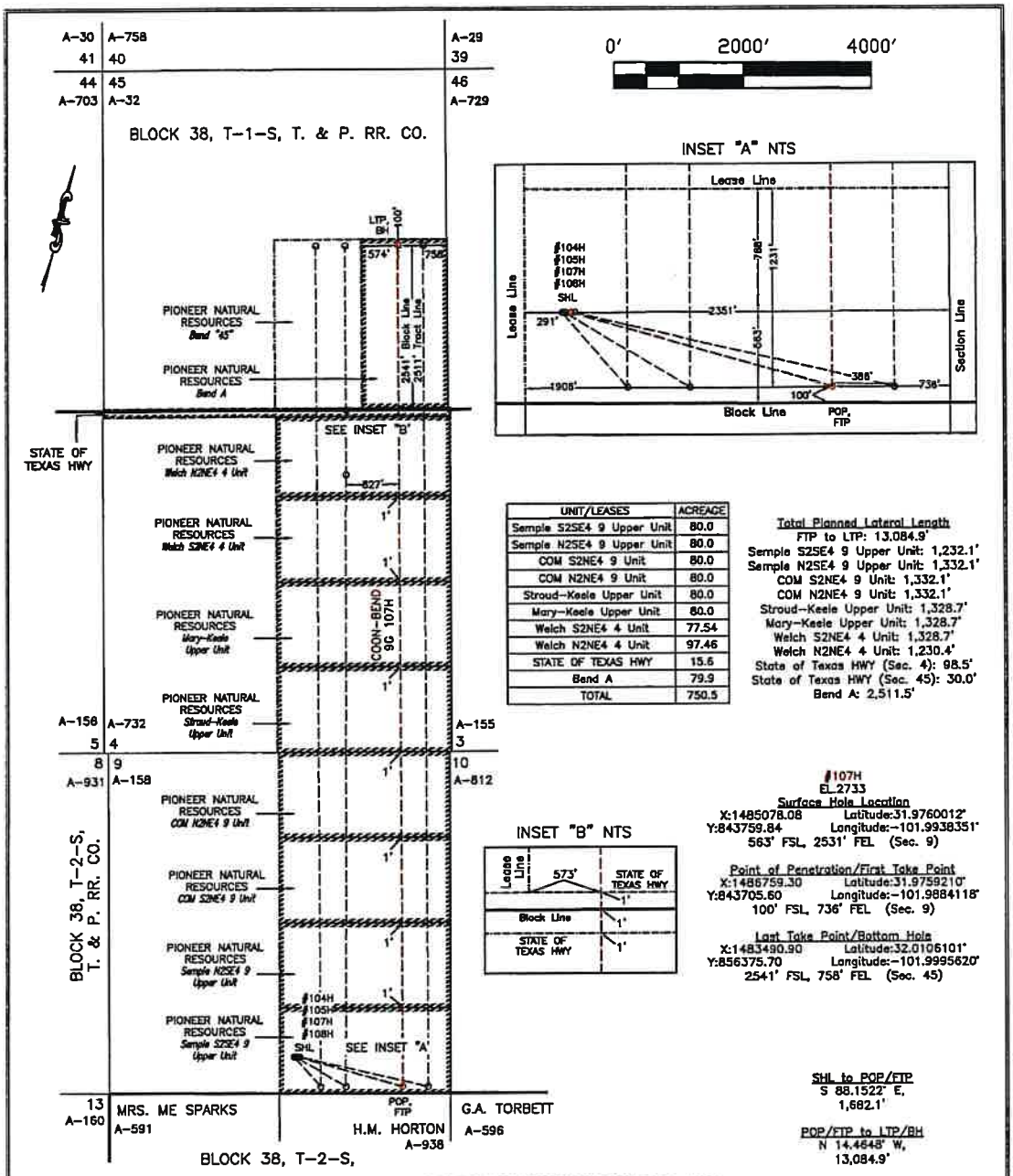
P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

COON-BEND 9F 106H

Railroad Commission Drawing

PIONEER NATURAL RESOURCES USA, Inc.
Section 45, Block 38, T-1-S,
Sections 4 & 9, Block 38, T-2-S,
T. & P. RR. Co.,
Midland County, Texas

Scale: 1" = 2000'



UNIT/LEASES	ACREAGE
Sample S2SE4 9 Upper Unit	80.0
Sample N2SE4 9 Upper Unit	80.0
COM S2NE4 9 Unit	80.0
COM N2NE4 9 Unit	80.0
Stroud-Keele Upper Unit	80.0
Mary-Keele Upper Unit	80.0
Welch S2NE4 4 Unit	77.54
Welch N2NE4 4 Unit	97.46
STATE OF TEXAS HWY	15.6
Bend A	79.9
TOTAL	750.5

Total Planned Lateral Length
FTP to LTP: 13,084.9'
Sample S2SE4 9 Upper Unit: 1,232.1'
Sample N2SE4 9 Upper Unit: 1,332.1'
COM S2NE4 9 Unit: 1,332.1'
COM N2NE4 9 Unit: 1,332.1'
Stroud-Keele Upper Unit: 1,328.7'
Mary-Keele Upper Unit: 1,328.7'
Welch S2NE4 4 Unit: 1,328.7'
Welch N2NE4 4 Unit: 1,230.4'
State of Texas HWY (Sec. 4): 98.5'
State of Texas HWY (Sec. 45): 30.0'
Bend A: 2,511.5'

#107H
EL 2733
Surface Hole Location
X:1485078.08 Latitude:31.9760012"
Y:843759.84 Longitude:-101.9938351"
563' FSL, 2531' FEL (Sec. 9)

Point of Penetration/First Take Point
X:1486759.30 Latitude:31.9759210"
Y:843705.60 Longitude:-101.9884118"
100' FSL, 736' FEL (Sec. 9)

Last Take Point/Bottom Hole
X:1483490.90 Latitude:32.0106101"
Y:856375.70 Longitude:-101.9995620"
2541' FSL, 758' FEL (Sec. 45)

SHL to POP/FTP
S 88.1522' E,
1,682.1'

POP/FTP to LTP/BH
N 14.4648' W,
13,084.9'

NOTE: ALL INFORMATION PROVIDED ON THIS DRAWING MAY CHANGE DUE TO NEW INFORMATION FOUND AT A LATER DATE.
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Note: All bearings and coordinates shown are based on the Texas Coordinate System of 1927, Central Zone.
Note: The above sketch represents the location as staked on the ground and is for permit purposes only.
Note: NAD '27 Coordinates & Latitude/Longitude on well location.
Note: Well location is approximately 5.1 miles Southeast of Midland.
Note: This does not constitute a boundary survey.
Note: Lease description & Acreage provided by client.

LEGEND
Block Line
Section Line
Tract/Lease Boundary
Proposed Lateral

STATE OF TEXAS REGISTERED Jeffrey D. Suiter 4650 PROFESSIONAL LAND SURVEYOR

PROFESSIONAL LAND SURVEYORS Well Locations Pipelines LUCHINI & MERTZ Boundary Surveys

Revision 1:
December 22, 2025 - SC

November 18, 2025
251118RH

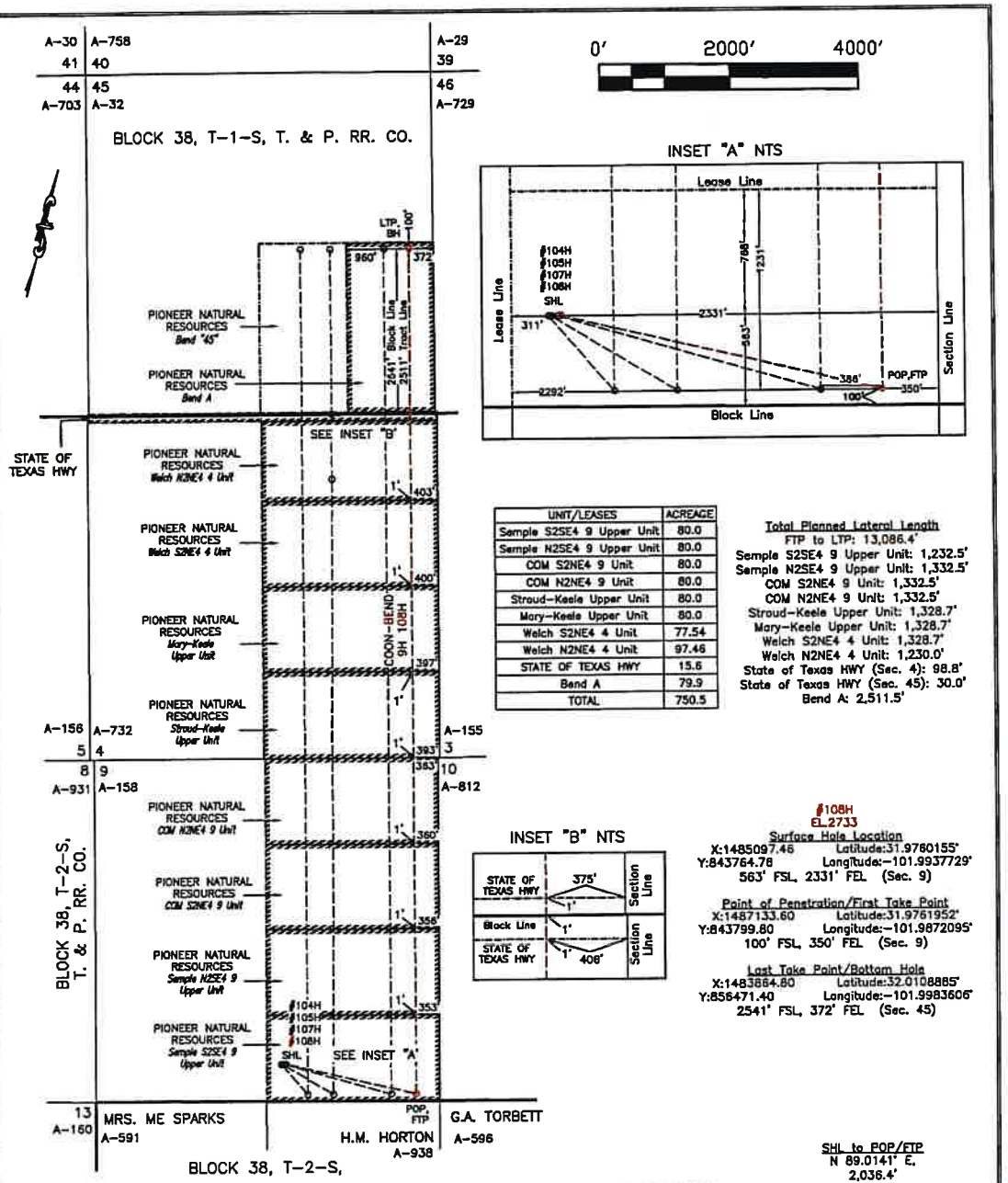
P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

COON-BEND 9G 107H

Railroad Commission Drawing

PIONEER NATURAL RESOURCES USA, Inc.
Section 45, Block 38, T-1-S,
Sections 4 & 9, Block 38, T-2-S,
T. & P. RR. Co.,
Midland County, Texas

Scale: 1" = 2000'



UNIT/LEASES	ACREAGE
Sample S2SE4 9 Upper Unit	80.0
Sample N2SE4 9 Upper Unit	80.0
COM S2NE4 9 Unit	80.0
COM N2NE4 9 Unit	80.0
Stroud-Keele Upper Unit	80.0
Mary-Keele Upper Unit	80.0
Welch S2NE4 4 Unit	77.54
Welch N2NE4 4 Unit	97.46
STATE OF TEXAS HWY	15.6
Bend A	79.9
TOTAL	750.5

Total Planned Lateral Length
FTP to LTP: 13,086.4'
Sample S2SE4 9 Upper Unit: 1,232.5'
Sample N2SE4 9 Upper Unit: 1,332.5'
COM S2NE4 9 Unit: 1,332.5'
COM N2NE4 9 Unit: 1,332.5'
Stroud-Keele Upper Unit: 1,328.7'
Mary-Keele Upper Unit: 1,328.7'
Welch S2NE4 4 Unit: 1,328.7'
Welch N2NE4 4 Unit: 1,230.0'
State of Texas HWY (Sec. 4): 98.8'
State of Texas HWY (Sec. 45): 30.0'
Bend A: 2,511.5'

#108H
EL.2733
Surface Hole Location
X:1485097.46 Latitude:31.9760155°
Y:843764.78 Longitude:-101.9937729°
563' FSL, 2331' FEL (Sec. 9)

Point of Penetration/First Take Point
X:1487133.60 Latitude:31.9761952°
Y:843799.80 Longitude:-101.9872095°
100' FSL, 350' FEL (Sec. 9)

Last Take Point/Bottom Hole
X:1483864.80 Latitude:32.0108885°
Y:856471.40 Longitude:-101.9983606°
2541' FSL, 372' FEL (Sec. 45)

SHL to POP/FTP
N 89.0141° E.
2,036.4'

POP/FTP to LTP/BH
N 14.4648° W.
13,086.4'

NOTE: ALL INFORMATION PROVIDED ON THIS DRAWING MAY CHANGE DUE TO NEW INFORMATION FOUND AT A LATER DATE.
Note: Survey Reconstruction filed in the Office of Luchini and Mertz Land Surveying Company.
Note: All bearings and coordinates shown are based on the Texas Coordinate System of 1927, Central Zone.
Note: The above sketch represents the location as staked on the ground and is for permit purposes only.
Note: NAD '27 Coordinates & Latitude/Longitude on well location.
Note: Well location is approximately 5.1 miles Southeast of Midland.
Note: This does not constitute a boundary survey.
Note: Lease description & Acreage provided by client.

LEGEND
Block Line
Section Line
Tract/Lease Boundary
Proposed Lateral

STATE OF TEXAS
REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL
LAND SURVEYOR

PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
LUCHINI & MERTZ
Boundary Surveys

Revision 1:
December 22, 2025 - SC

November 18, 2025
251118RH

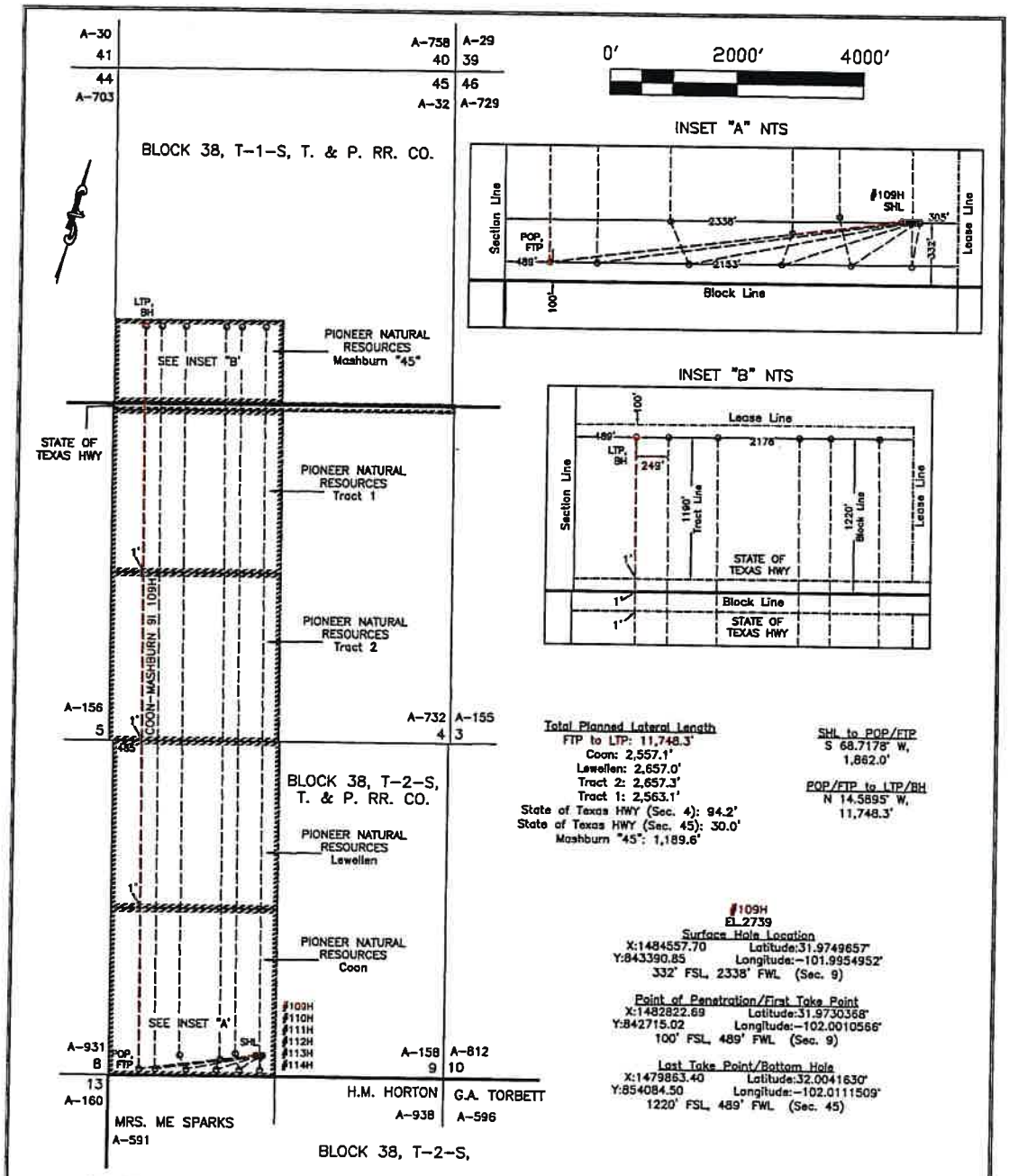
P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

COON-BEND 9H 108H

Railroad Commission Drawing

PIONEER NATURAL RESOURCES USA, Inc.
Section 45, Block 38, T-1-S,
Sections 4 & 9, Block 38, T-2-S,
T. & P. RR. Co.,
Midland County, Texas

Scale: 1" = 2000'



Total Planned Lateral Length
FTP to LTP: 11,748.3'
Coon: 2,557.1'
Lewellen: 2,657.0'
Tract 2: 2,657.3'
Tract 1: 2,563.1'
State of Texas HWY (Sec. 4): 94.2'
State of Texas HWY (Sec. 45): 30.0'
Mashburn "45": 1,189.6'

SHL to POP/FTP
S 68.7178° W,
1,862.0'

POP/FTP to LTP/BH
N 14.5895° W,
11,748.3'

#109H
EL 2739
Surface Hole Location
X:1484557.70 Latitude:31.9749657°
Y:843390.85 Longitude:-101.9954952°
332' FSL, 2338' FWL (Sec. 9)

Point of Penetration/First Take Point
X:1482822.69 Latitude:31.9730368°
Y:842715.02 Longitude:-102.0010556°
100' FSL, 489' FWL (Sec. 9)

Last Take Point/Bottom Hole
X:1479863.40 Latitude:32.0041630°
Y:854084.50 Longitude:-102.0111509°
1220' FSL, 489' FWL (Sec. 45)

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Note: Survey Reconstruction filed in the Office of Luchini and Mertz Land Surveying Company.
Note: All bearings and coordinates shown are based on the Texas Coordinate System of 1927, Central Zone.
Note: The above sketch represents the location as staked on the ground and is for permit purposes only.
Note: NAD '27 Coordinates & Latitude/Longitude on well location.
Note: Well location is approximately 5.1 miles Southeast of Midland.
Note: This does not constitute a boundary survey.
Note: Lease description & Acreage provided by client.

TRACT/LEASES	ACREAGE
COON	161.2
LEWELLEN	161.2
2	184.2
1	158.3
STATE OF TEXAS HWY	15.8
MASHBURN "45"	79.0
TOTAL	739.5

LEGEND
- Block Line
- Section Line
- Tract/Lease Boundary
- Proposed Lateral

STATE OF TEXAS
REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL LAND SURVEYOR

Revision 1:
December 22, 2025 - SC

November 18, 2025
251118RH

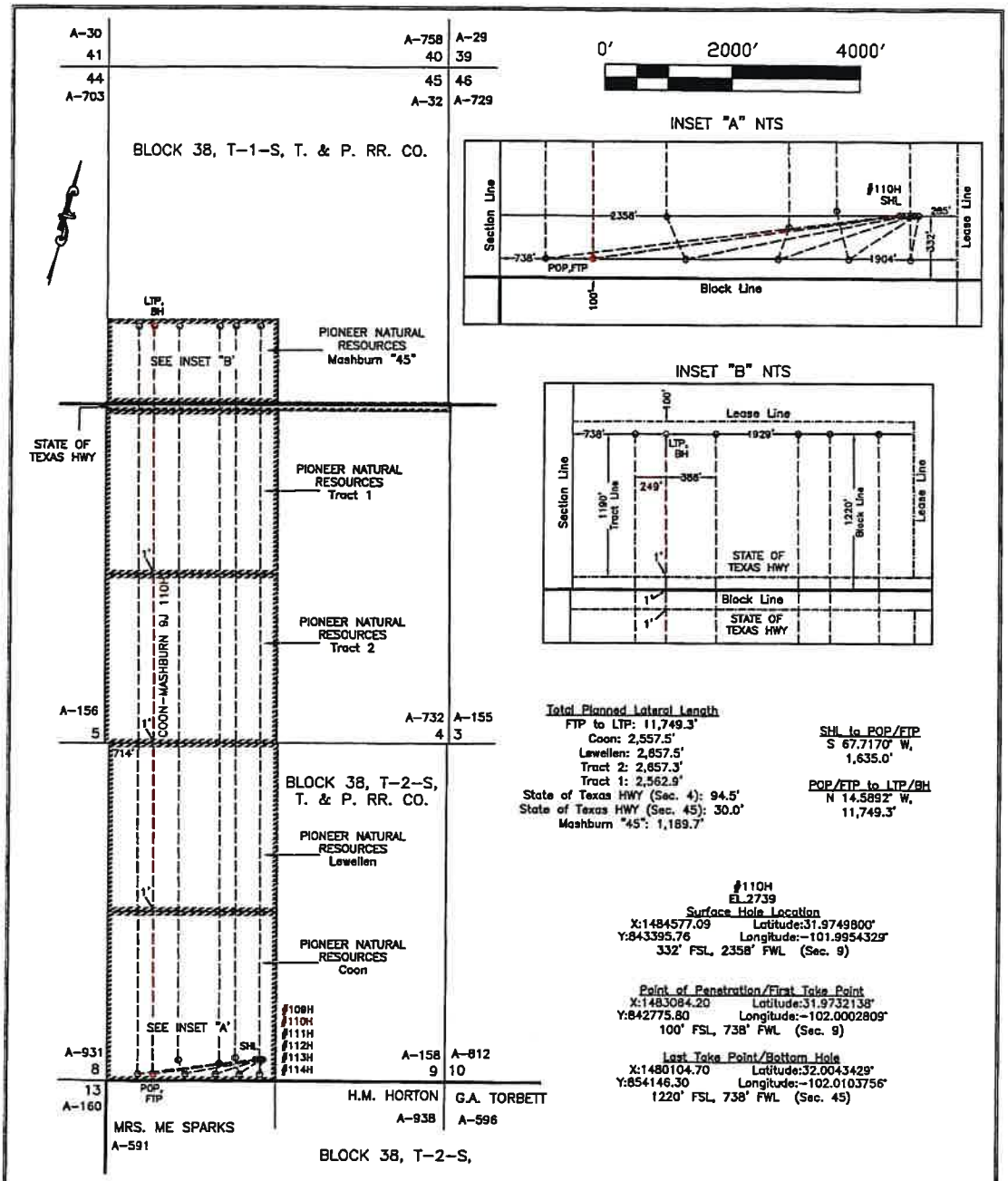
Preliminary
PROFESSIONAL LAND SURVEYORS
Well Locations
LUCHINI & MERTZ
Boundary Surveys
P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

COON-MASHBURN 9I 109H

Railroad Commission Drawing

PIONEER NATURAL RESOURCES USA, Inc.
Section 45, Block 38, T-1-S,
Sections 4 & 9, Block 38, T-2-S,
T. & P. RR. Co.,
Midland County, Texas

Scale: 1" = 2000'



Total Planned Lateral Length
FTP to LTP: 11,749.3'
Coon: 2,557.5'
Lewellen: 2,857.5'
Tract 2: 2,857.3'
Tract 1: 2,562.9'
State of Texas HWY (Sec. 4): 94.5'
State of Texas HWY (Sec. 45): 30.0'
Mashburn "45": 1,189.7'

SHL to POP/FTP
S 67.7170° W,
1,635.0'

POP/FTP to LTP/BH
N 14.5892° W,
11,749.3'

#110H
EL 2739
Surface Hole Location
X:1484577.09 Latitude:31.9749800°
Y:843395.76 Longitude:-101.9954329°
332' FSL, 2358' FWL (Sec. 9)

Point of Penetration/First Take Point
X:1483084.20 Latitude:31.9732138°
Y:842775.80 Longitude:-102.0002809°
100' FSL, 738' FWL (Sec. 9)

Last Take Point/Bottom Hole
X:1480104.70 Latitude:32.0043429°
Y:854146.30 Longitude:-102.0103756°
1220' FSL, 738' FWL (Sec. 45)

NOTE: ALL INFORMATION PROVIDED ON THIS DRAWING MAY CHANGE DUE TO NEW INFORMATION FOUND AT A LATER DATE.
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Note: All bearings and coordinates shown are based on the Texas Coordinate System of 1927, Central Zone.
Note: The above sketch represents the location as staked on the ground and is for permit purposes only.
Note: NAD '27 Coordinates & Latitude/Longitude on well location.
Note: Well location is approximately 5.1 miles Southeast of Midland.
Note: This does not constitute a boundary survey.
Note: Lease description & Acreage provided by client.

TRACT/LEASES	ACREAGE
COON	161.2
LEWELLEN	161.2
2	164.2
1	158.3
STATE OF TEXAS HWY	15.6
MASHBURN "45"	79.0
TOTAL	739.5

LEGEND
Block Line
Section Line
Tract/Lease Boundary
Proposed Lateral

COON-MASHBURN 9J 110H

STATE OF TEXAS REGISTERED Jeffrey D. Suiter 4650 PROFESSIONAL LAND SURVEYOR

PROFESSIONAL LAND SURVEYORS Well Locations Pipelines LUCHINI & MERTZ Boundary Surveys

Revision 1:
December 22, 2025 - SC

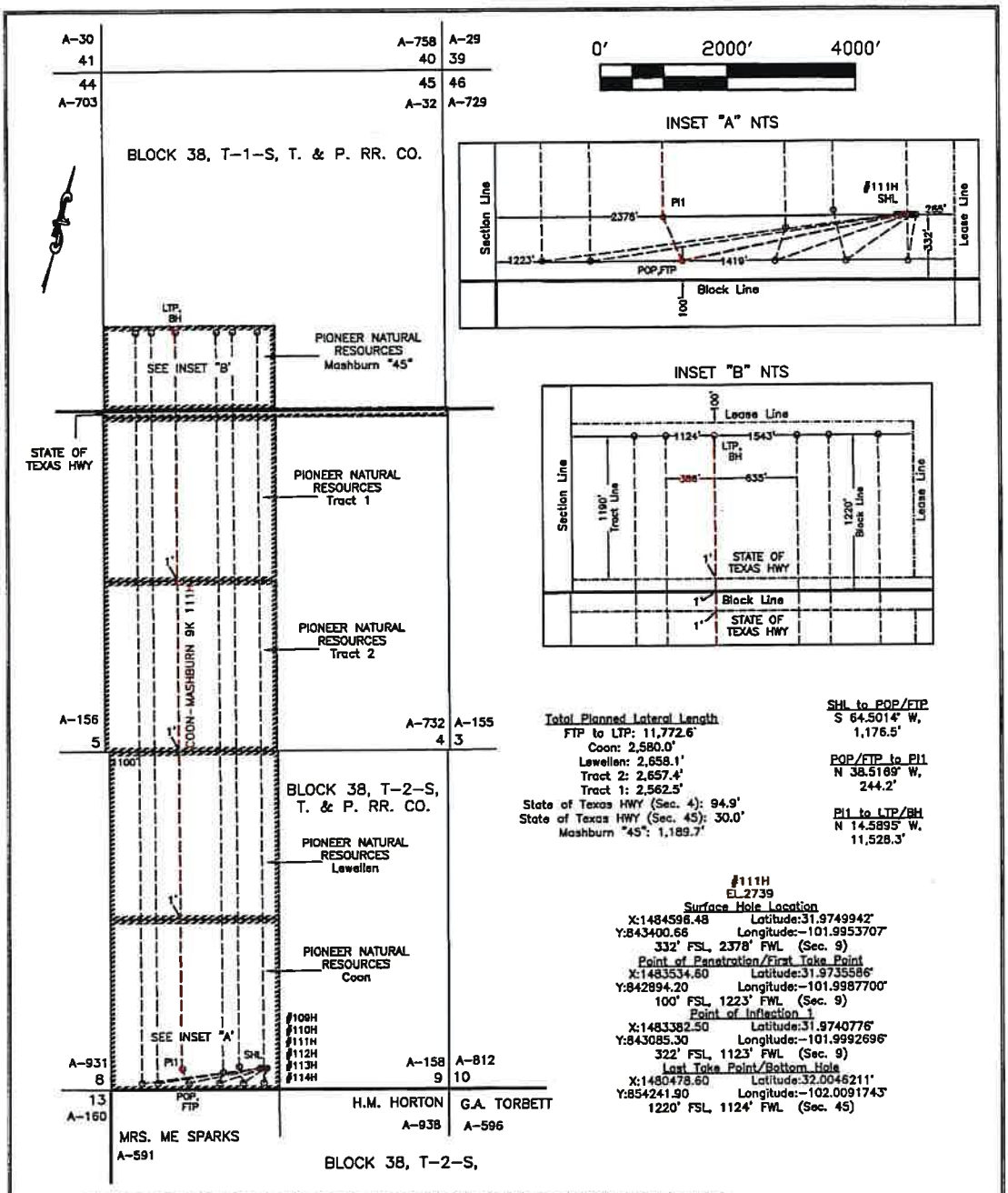
November 18, 2025
251118RH

P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

Railroad Commission Drawing

PIONEER NATURAL RESOURCES USA, Inc.
Section 45, Block 38, T-1-S,
Sections 4 & 9, Block 38, T-2-S,
T. & P. RR. Co.,
Midland County, Texas

Scale: 1" = 2000'



Total Planned Lateral Length
FTP to LTP: 11,772.6'
Coon: 2,580.0'
Lewellen: 2,658.1'
Tract 2: 2,657.4'
Tract 1: 2,562.5'
State of Texas HWY (Sec. 4): 94.9'
State of Texas HWY (Sec. 45): 30.0'
Mashburn "45": 1,189.7'

SHL to POP/FTP
S 64.5014° W,
1,176.5'

POP/FTP to PI1
N 38.5169° W,
244.2'

PI1 to LTP/BH
N 14.5895° W,
11,528.3'

#111H
EL 2739
Surface Hole Location
X:1484598.48 Latitude:31.9749942°
Y:843400.66 Longitude:-101.9953707°
332' FSL, 2378' FWL (Sec. 9)
Point of Penetration/First Take Point
X:1483534.60 Latitude:31.9735586°
Y:842894.20 Longitude:-101.9987700°
100' FSL, 1223' FWL (Sec. 9)
Point of Inflection 1
X:1483382.50 Latitude:31.9740776°
Y:843085.30 Longitude:-101.9992696°
322' FSL, 1123' FWL (Sec. 9)
Last Take Point/Bottom Hole
X:1480478.60 Latitude:32.0046211°
Y:854241.90 Longitude:-102.0091743°
1220' FSL, 1124' FWL (Sec. 45)

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Note: NAD '27 Coordinates & Latitude/Longitude on well location.
Note: Well location is approximately 5.1 miles Southeast of Midland.
Note: This does not constitute a boundary survey.
Note: Lease description & Acreage provided by client.

TRACT/LEASES	ACREAGE
COON	161.2
LEWELLEN	161.2
2	164.2
1	158.3
STATE OF TEXAS HWY	15.8
MASHBURN "45"	79.0
TOTAL	739.5

LEGEND
Block Line
Section Line
Tract/Lease Boundary
Proposed Lateral

STATE OF TEXAS REGISTERED Jeffrey D. Suiter 4650 PROFESSIONAL LAND SURVEYOR

Revision 1:
December 22, 2025 - SC

November 18, 2025
251118RH

LUCHINI & MERTZ
PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
Boundary Surveys

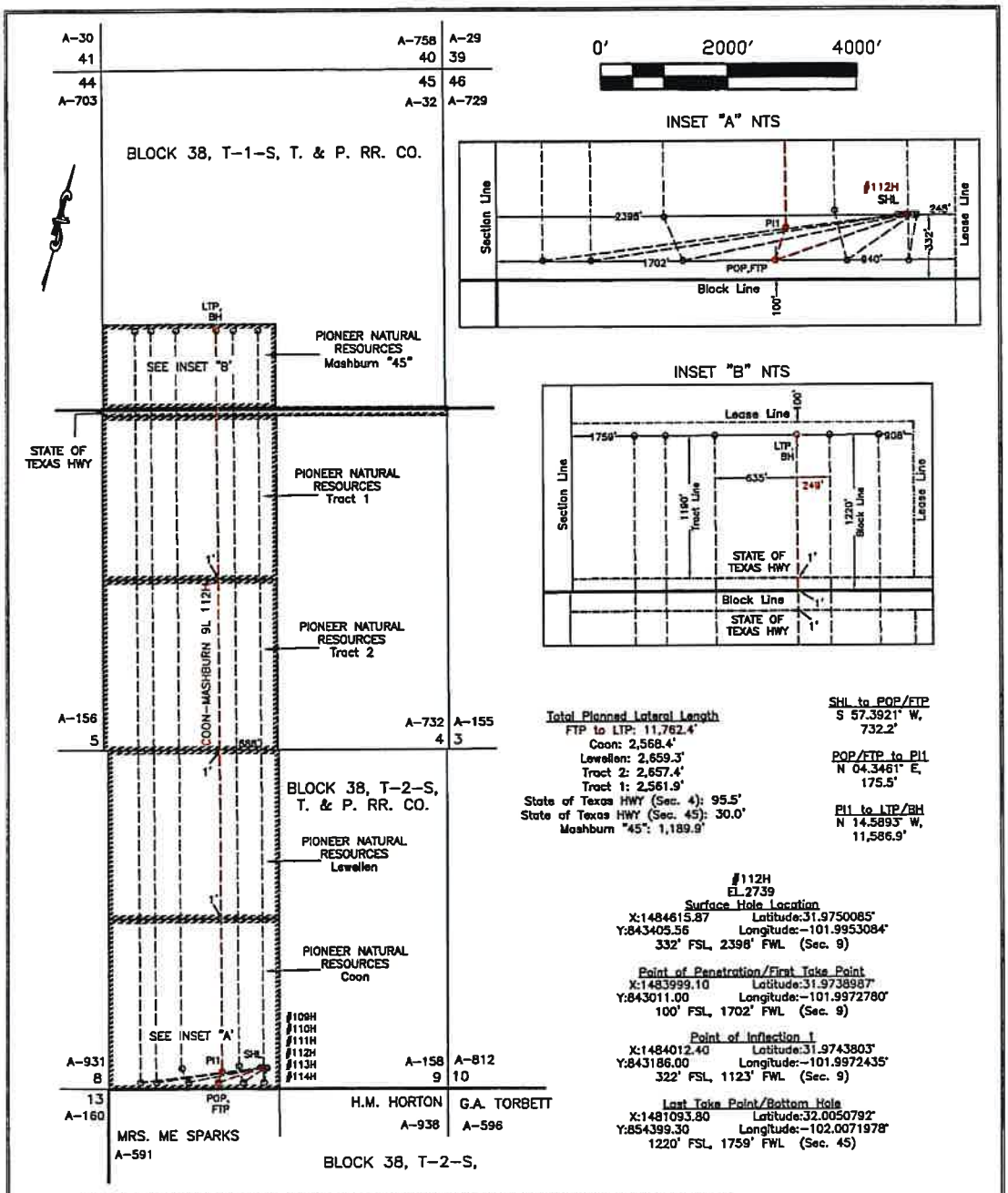
P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

COON-MASHBURN 9K 111H

Railroad Commission Drawing

PIONEER NATURAL RESOURCES USA, Inc.
Section 45, Block 38, T-1-S,
Sections 4 & 9, Block 38, T-2-S,
T. & P. RR. Co.,
Midland County, Texas

Scale: 1" = 2000'



Total Planned Lateral Length
FTP to LTP: 11,762.4'
Coon: 2,568.4'
Lewellen: 2,659.3'
Tract 2: 2,657.4'
Tract 1: 2,561.9'
State of Texas HWY (Sec. 4): 95.5'
State of Texas HWY (Sec. 45): 30.0'
Mashburn "45": 1,189.9'

SHL to POP/FTP
S 57.3921° W,
732.2'

POP/FTP to PI1
N 04.3461° E,
175.5'

PI1 to LTP/BH
N 14.5893° W,
11,586.9'

#112H
EL.2739
Surface Hole Location
X:1484615.87 Latitude:31.9750085°
Y:843405.56 Longitude:-101.9953084°
332' FSL, 2398' FWL (Sec. 9)

Point of Penetration/First Take Point
X:1483999.10 Latitude:31.9738987°
Y:843011.00 Longitude:-101.9972780°
100' FSL, 1702' FWL (Sec. 9)

Point of Inflection 1
X:1484012.40 Latitude:31.9743803°
Y:843186.00 Longitude:-101.9972435°
322' FSL, 1123' FWL (Sec. 9)

Last Take Point/Bottom Hole
X:1481093.80 Latitude:32.0050792°
Y:854399.30 Longitude:-102.0071978°
1220' FSL, 1759' FWL (Sec. 45)

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Note: Well location is approximately 5.1 miles Southeast of Midland.
Note: This does not constitute a boundary survey.
Note: Lease description & Acreage provided by client.

TRACT/LEASES	ACREAGE
COON	161.2
LEWELLEN	161.2
2	164.2
1	158.3
STATE OF TEXAS HWY	15.6
MASHBURN "45"	79.0
TOTAL	739.5

LEGEND
Block Line
Section Line
Tract/Lease Boundary
Proposed Lateral

STATE OF TEXAS
REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL
LAND SURVEYOR

PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
LUCHINI & MERTZ
Boundary Surveys

Revision 1:
December 22, 2025 - SC

November 18, 2025
251118RH

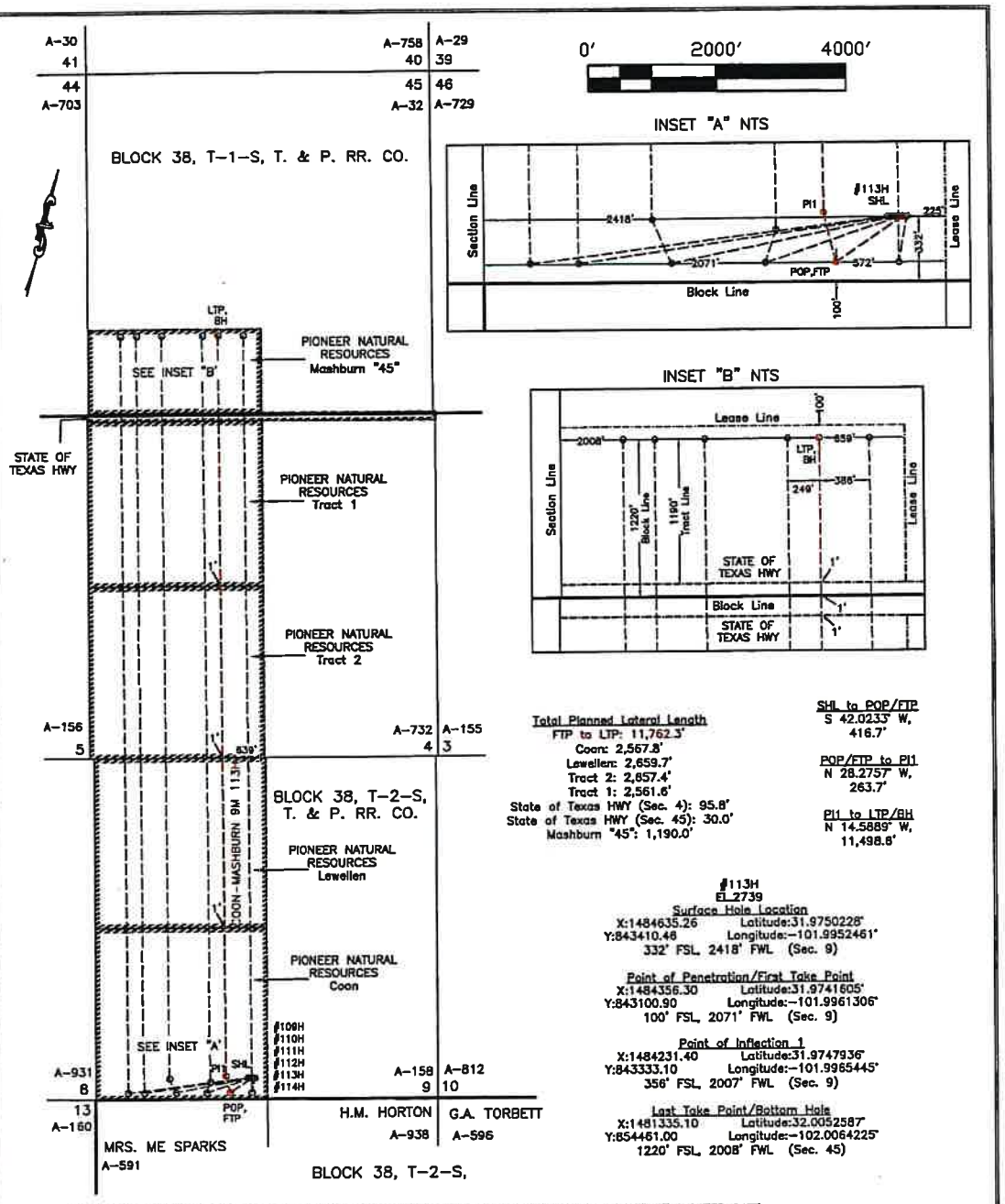
P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

COON-MASHBURN 9L 112H

Railroad Commission Drawing

PIONEER NATURAL RESOURCES USA, Inc.
Section 45, Block 38, T-1-S,
Sections 4 & 9, Block 38, T-2-S,
T. & P. RR. Co.,
Midland County, Texas

Scale: 1" = 2000'



Total Planned Lateral Length
FTP to LTP: 11,762.3'
Coon: 2,567.8'
Lewellen: 2,659.7'
Tract 2: 2,657.4'
Tract 1: 2,561.6'
State of Texas HWY (Sec. 4): 95.8'
State of Texas HWY (Sec. 45): 30.0'
Mashburn "45": 1,190.0'

SHL to POP/FTP
S 42.0233° W,
416.7'

POP/FTP to PI1
N 28.2757° W,
263.7'

PI1 to LTP/BH
N 14.5889° W,
11,498.6'

#113H
EL 2739

Surface Hole Location
X:1484635.26 Latitude:31.9750228°
Y:843410.46 Longitude:-101.9952461°
332' FSL, 2418' FWL (Sec. 9)

Point of Penetration/First Take Point
X:1484356.30 Latitude:31.9741605°
Y:843100.90 Longitude:-101.9961306°
100' FSL, 2071' FWL (Sec. 9)

Point of Inflection 1
X:1484231.40 Latitude:31.9747936°
Y:843333.10 Longitude:-101.9965445°
356' FSL, 2007' FWL (Sec. 9)

Last Take Point/Bottom Hole
X:1481335.10 Latitude:32.0052587°
Y:854461.00 Longitude:-102.0064225°
1220' FSL, 2008' FWL (Sec. 45)

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COON	161.2
LEWELLEN	161.2
2	164.2
1	158.3
STATE OF TEXAS HWY	15.6
MASHBURN "45"	79.0
TOTAL	739.5

LEGEND
Block Line
Section Line
Tract/Lease Boundary
Proposed Lateral

COON-MASHBURN 9M 113H

STATE OF TEXAS REGISTERED Jeffrey D. Suiter 4650 PROFESSIONAL LAND SURVEYOR

LUCHINI & MERTZ
PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
Boundary Surveys

Revision 1:
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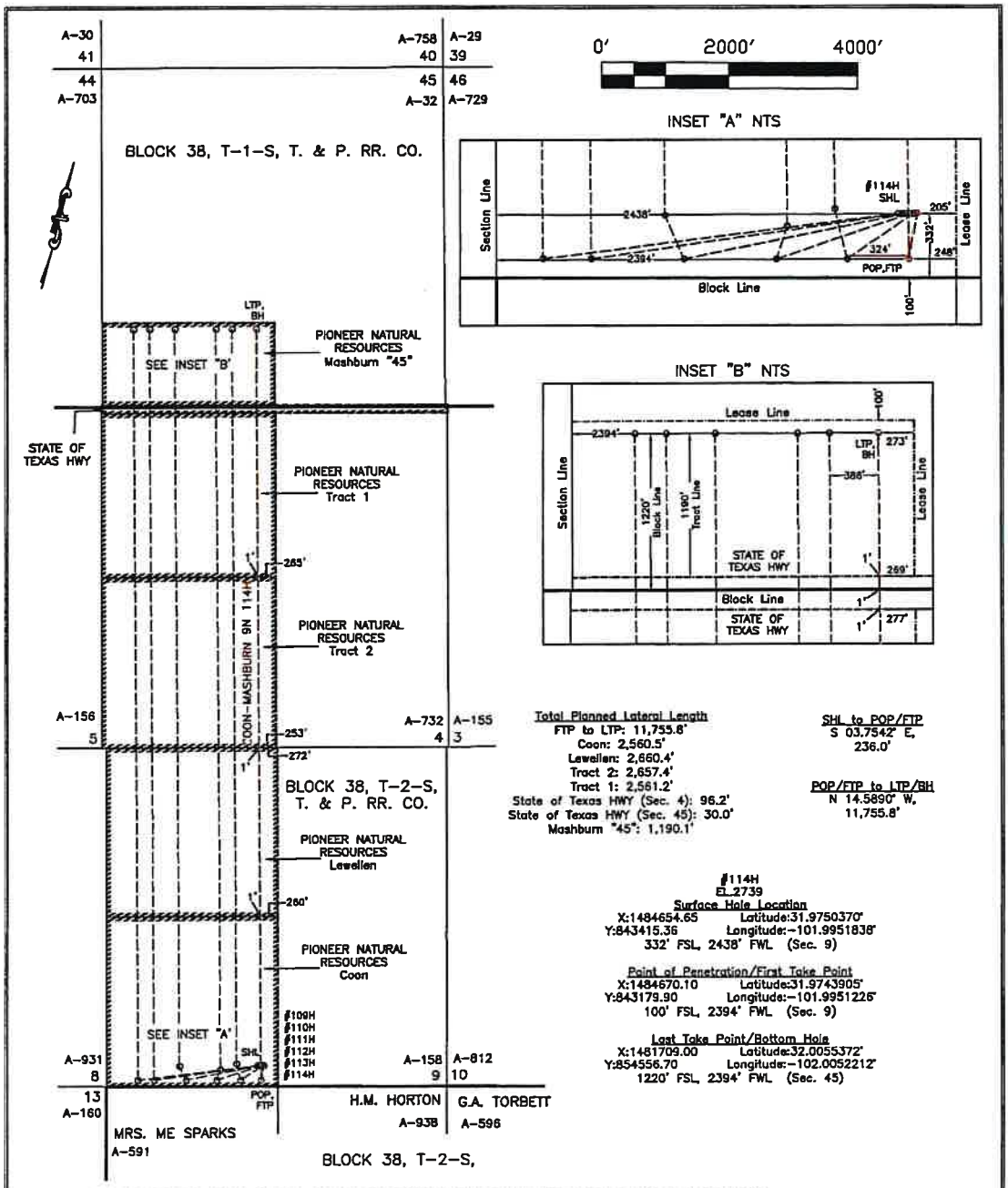
November 18, 2025
251118RH

P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

Railroad Commission Drawing

PIONEER NATURAL RESOURCES USA, Inc.
Section 45, Block 38, T-1-S,
Sections 4 & 9, Block 38, T-2-S,
T. & P. RR. Co.,
Midland County, Texas

Scale: 1" = 2000'



Total Planned Lateral Length
FTP to LTP: 11,755.8'
Coon: 2,560.5'
Lewellen: 2,660.4'
Tract 2: 2,657.4'
Tract 1: 2,561.2'
State of Texas HWY (Sec. 4): 96.2'
State of Texas HWY (Sec. 45): 30.0'
Mashburn "45": 1,190.1'

SHL to POP/FTP
S 03.7542° E,
236.0'

POP/FTP to LTP/BH
N 14.5890° W,
11,755.8'

#114H
El. 2739
Surface Hole Location
X:1484654.65 Latitude:31.9750370°
Y:843415.36 Longitude:-101.9951838°
332' FSL, 2438' FWL (Sec. 9)

Point of Penetration/First Take Point
X:1484670.10 Latitude:31.9743905°
Y:843179.90 Longitude:-101.9951226°
100' FSL, 2394' FWL (Sec. 9)

Last Take Point/Bottom Hole
X:1481709.00 Latitude:32.0055372°
Y:854556.70 Longitude:-102.0052212°
1220' FSL, 2394' FWL (Sec. 45)

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LEWELLEN	161.2
2	164.2
1	158.3
STATE OF TEXAS HWY	15.6
MASHBURN "45"	79.0
TOTAL	739.5

LEGEND
Block Line
Section Line
Tract/Lease Boundary
Proposed Lateral

COON-MASHBURN 9N 114H

STATE OF TEXAS
REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL
LAND SURVEYOR

PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
LUCHINI & MERTZ
Boundary Surveys

Revision 1:
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November 18, 2025
251118RH

P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10085500

Railroad Commission Drawing

PIONEER NATURAL RESOURCES USA, Inc.
Section 45, Block 38, T-1-S,
Sections 4 & 9, Block 38, T-2-S,
T. & P. RR. Co.,
Midland County, Texas

Scale: 1" = 2000'

EXHIBIT D

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Pioneer Natural Resources USA, Inc. as "Operator"

FORM OF MEMORANDUM OF SURFACE USE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This Memorandum of Surface Use Agreement (this "Memorandum") is made and entered into by and between the **CITY OF MIDLAND, TEXAS**, a home rule municipal corporation, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: Right of Way Manager (herein "Surface Owner") and **PIONEER NATURAL RESOURCES USA, INC.** (herein "Operator"), covering the surface estate of **S/2 Section 9, Block 38, T-2-S, T&P RR. Co. Survey, Midland County, Texas** (herein the "Surface Premises").

WITNESSETH:

Surface Owner and Operator have entered into that certain Surface Use Agreement dated effective as of _____ __, 20__ (the "Surface Use Agreement") which provides for protection of the surface estate and water resources of the Surface Premises in connection with oil and gas exploration, development and production of mineral rights underlying **Sections 4 and 9, Block 38, T-S-2, T&P RR Co. Survey and the S/2, SW/4, SE/ 4 of Section 45, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas** (the "Leased Premises").

Surface Owner and Operator are executing this Memorandum for the purpose of placing the same of record in the above-referenced County, and in order to constitute constructive notice to all third parties dealing with Surface Owner and/or Operator of the existence of the Surface Use Agreement and of the rights and obligations contained therein. Surface Owner and Operator give notice that the Surface Use Agreement may be amended or supplemented from time to time in the future and any inquiry as to the contents thereof should also include an inquiry as to the contents of any and all such amendments and supplements. In the event of any conflict between the terms of this Memorandum and the Surface Use Agreement, the terms of the Surface Use Agreement shall control.

The Surface Use Agreement constitutes the entire agreement between Surface Owner and Operator concerning the subject matter thereof, superseding all negotiations, prior discussions and prior agreements and understandings related to the subject matter thereof.

This Memorandum shall be binding upon both parties signing a counterpart of this Memorandum, whether or not both parties sign the same counterpart hereof. To facilitate recordation, one or more executed counterparts of this Memorandum may be assembled into one

document for recording purposes and a single counterpart containing additional signature and acknowledgment pages from the other counterparts may be executed and recorded.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, this Memorandum is executed as of the dates of the acknowledgments of the respective parties, but effective as of _____ __, 20__.

SURFACE OWNER:

CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ___ day of _____, 20__, by Tommy Gonzalez, City Manager of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

_____
Notary Public – State of Texas

OPERATOR:

PIONEER NATURAL RESOURCES USA, INC.

By:_____
Name: Brent Braden
Title: Commercial and Land Manager

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me this ___ day of _____, 20__, by _____, _____ of _____, on behalf of said corporation.

_____
Notary Public – State of _____

FORM OF MEMORANDUM OF SURFACE USE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This Memorandum of Surface Use Agreement (this "Memorandum") is made and entered into by and between the **CITY OF MIDLAND, TEXAS**, a home rule municipal corporation, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: Right of Way Manager (herein "Surface Owner") and **PIONEER NATURAL RESOURCES USA, INC.** (herein "Operator"), covering the surface estate of **S/2 Section 9, Block 38, T-2-S, T&P RR. Co. Survey, Midland County, Texas** (herein the "Surface Premises").

WITNESSETH:

Surface Owner and Operator have entered into that certain Surface Use Agreement dated effective as of _____ __, 20__ (the "Surface Use Agreement") which provides for protection of the surface estate and water resources of the Surface Premises in connection with oil and gas exploration, development and production of mineral rights underlying **Sections 4 and 9, Block 38, T-S-2, T&P RR Co. Survey and the S/2, SW/4, SE/ 4 of Section 45, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas** (the "Leased Premises").

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This Memorandum shall be binding upon both parties signing a counterpart of this Memorandum, whether or not both parties sign the same counterpart hereof. To facilitate recordation, one or more executed counterparts of this Memorandum may be assembled into one document for recording purposes and a single counterpart containing additional signature and acknowledgment pages from the other counterparts may be executed and recorded.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, this Memorandum is executed as of the dates of the acknowledgments of the respective parties, but effective as of _____ __, 20__.

SURFACE OWNER:

CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ___ day of _____, 20__, by Tommy Gonzalez, City Manager of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

_____
Notary Public – State of Texas

OPERATOR:

PIONEER NATURAL RESOURCES USA, INC.

By: _____
Name: Brent Braden
Title: Commercial and Land Manager

CTE
TB

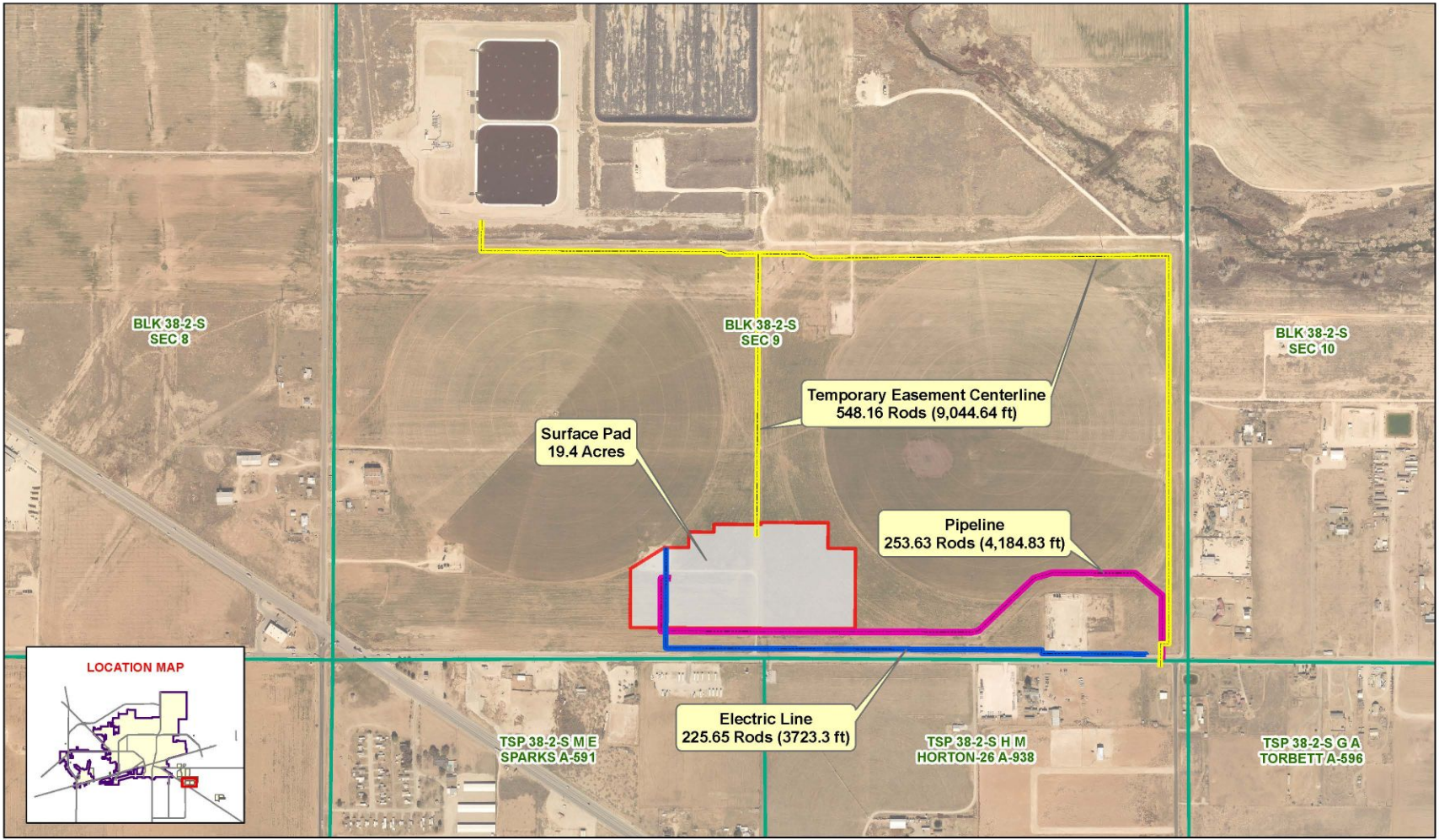
ACKNOWLEDGMENT

STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me this 2 day of March, 2026 by Brent Braden, Commercial & Land Manager of Pioneer Natural Resources USA Inc, on behalf of said corporation.

CODY THOMAS ELLIOTT
Notary Public, State of Texas
Comm. Expires 03-10-2026
Notary ID 133637126

_____
Notary Public – State of Texas



Date: 2/13/2026

- Pipeline
- Electric Line
- Temporary Easement Centerline
- Pad, Auxiliary Pads and Pits
- Survey Section

Exxon Coon-Mashburn
Proposed Pipeline, Electric Line and Pad

0 250 500 Feet

©THE CITY OF MIDLAND - 2026

City Council Meeting

Item Number: 17.
Meeting Date: March 24, 2026
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-005) BETWEEN THE CITY OF MIDLAND AND BRAZOS MIDLAND GAS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 19, BLOCK 36, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS

Purpose:
This motion will provide the applicant with a 43,650 square foot surface area to place above-ground pipeline facilities on an existing pipeline and a 411.37 foot access road on City of Midland-owned Sprayberry Farm.

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 will be collected:

Application fee (one time): $1,000

Full ten-year term paid in advance.

Surface Area: ($0.30 per sq. ft. * 43,560 sq. ft.) $13,068.00

Road: (24.93 rods * $160) $3,988.00

Total Collected: $18,056.80

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This surface area is a part of an existing Right of Way and Surface Use Area for a common carrier, steel construction pipeline and will allow above ground pipeline facilities and access road to the site. Site is located in the northeast corner of section 19 and does not interfere with the City Sprayberry Farm operations.

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. Brazos executed ROW License 26-329-005
B. Council map Brazos_Spraberry
C. Brazos Midstream III 25-26 COI's - City of Midland

John Simmons, Utilities	Created/Initiated - 3/5/2026
Carl Craigo, Utilities	Approved - 3/10/2026
Linda Ochoa, Legal	Approved - 3/17/2026
Jose Ortiz, City Manager	Approved - 3/17/2026
Morris Williams, City Manager	Approved - 3/17/2026
Jan Hamilton, City Secretary	Final Approval - 3/18/2026

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	March 25, 2026
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:	**Brazos Midland Gas, LLC**
Licensee's Representative:	**Matt Montgomery**
Licensee's Mailing Address:	777 Main Street, Suite 3700 Ft. Worth, Texas 76102
Property:	As described in Article III below
License Number:	**26-329-005**

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 SEVENTEEN THOUSAND FIFTY-SIX and 80/100 Dollars ($17,056.80) ("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 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, a 43,650 square foot surface valve site and an access road, not to exceed thirty (30) feet in width, and to have the right of ingress and egress at convenient points for such purpose (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the surface site and access road described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the surface site and access road described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, 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. Intentionally omitted.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, 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 SURFACE SITE, ACCESS ROAD 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 surface site, access road, 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 portion of Licensee's surface site or access road, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor 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.

O. Remediation. Licensee shall be responsible for any leaks or spills resulting from its operations which may occur on the Property and Licensee shall undertake all commercially reasonable efforts to ensure leaks and spills will be properly remediated with work on the affected area commencing within seven (7) days of initial discovery of an incident and continuing in good faith to its completion. Licensee shall report all spills and leaks to Licensor or it's representatives within twenty-four (24) hours of initial discovery. Any portion of the Property affected by leaks, spills, re-entry, repairs, maintenance, or other related damages will be subject to remediation. During

remediation, all contaminated soil shall be removed and replaced with fresh soil, free of contaminants, chemicals, or deleterious materials that may impair the growth of vegetation or pose risk to human health and safety. The affected area will be returned to pre-remediation grades and conditions to the extent reasonably practicable. A minimum of five inches (5") of topsoil shall be uniformly spread over the newly prepared surface and Licensee shall plant the disturbed area with the type and quantity of native grass or other reasonable landscaping designated by Licensor so that the disturbed area shall be generally restored to its original condition. Acceptance of remediation work shall be in Licensor's sole discretion and contingent upon final inspection and verification of completion by Licensor or its representatives. All contaminated soil removed from the Property will be charged at rate set forth in the then most current University of Texas System Rate and Damage Schedule published by the University of Texas System for caliche.

B. 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 PORTIONS OR ENTIRETY OF THE SURFACE SITE, ACCESS ROAD, 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 SURFACE SITE, ACCESS ROAD, 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:
BRAZOS MIDLAND GAS, LLC

By: _____
Printed Name: Matt Montgomery
Title: VP of Engineering

THE STATE OF Texas §
§
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this 25 day of February, 2026 personally appeared Matt Montgomery an officer of Brazos Midland Gas, 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 25 day of February, 2026.

_____
Notary Public, State of Texas

KIRA DIANE PLOST
Notary Public, State of Texas
Comm. Expires 05-31-2026
Notary ID 131588281

SPOF-TX-ML-01.00
CITY OF MIDLAND

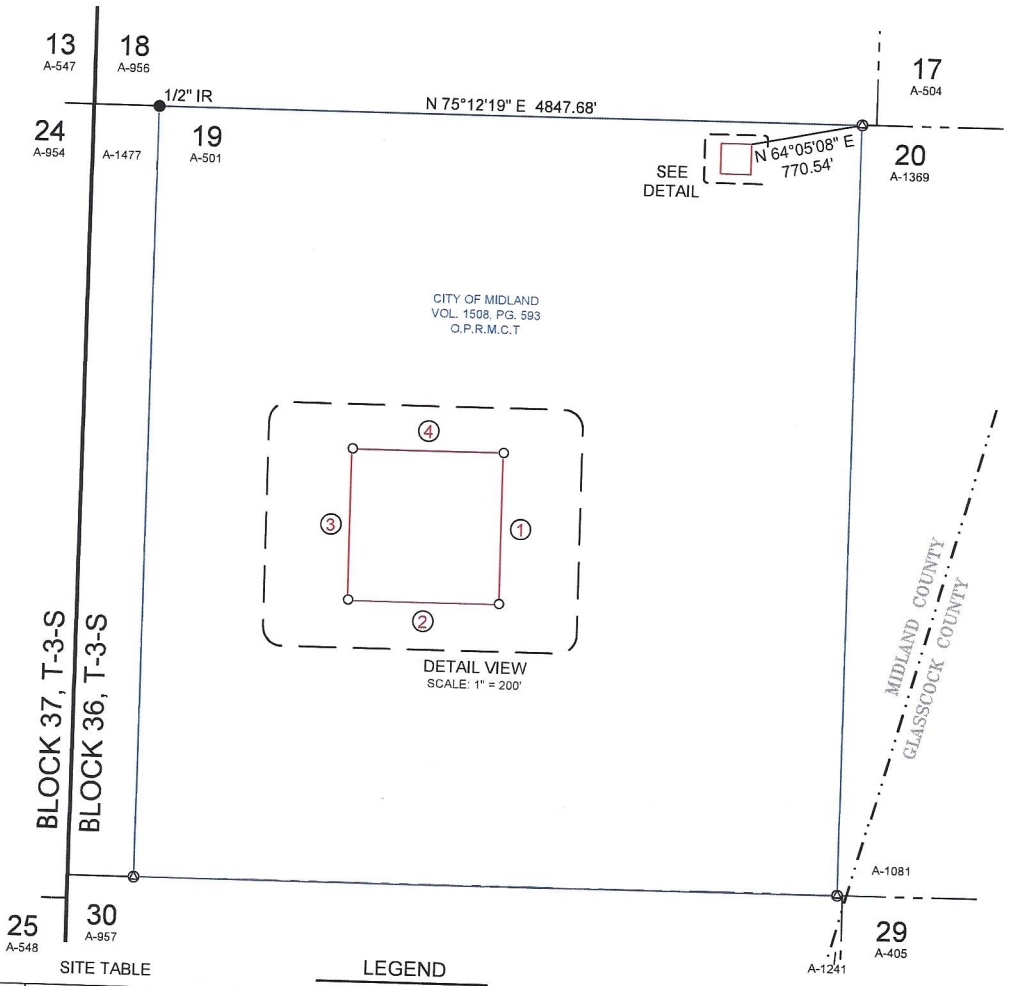
TOTAL SITE AREA: 43,560.00 SQUARE FEET OR 1.00 ACRES

Brazos Midstream

PROPOSED 1.00 ACRE SITE

Section 19, Block 36, T-3-S, T. & P. R.R. Co. Survey, A-501
Midland County, Texas

NAD 27
GRID BEARINGS



SITE TABLE

LINE	BEARING	DISTANCE
1	S 14°41'23" E	208.71'
2	S 75°18'37" W	208.71'
3	N 14°41'23" W	208.71'
4	N 75°18'37" E	208.71'

LEGEND

- Block Line
- Section Line
- Tract Border
- County Line
- Proposed Site
- Iron Rod Found
- Calculated Corner

SCALE: 1" = 1000'
0' 500' 1000'

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
808 WEST INDIANA • MIDLAND, TEXAS 79701
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

William J. Keating, R.P.L.S. No. 5041

SURVEYED ON THE GROUND: December 17, 2025
Field note description of even date accompanies this plat.

SOUTH MAIN LOOP 24 1 ACRE SITE	REVISION: INT	DATE
DATE: 12/22/25		
FILE: BO_SOUTH_MAIN_LOOP_24_1_ACRE_SITE		
DRAWN BY: EAH		
SHEET : 1 OF 2		

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927, UNLESS OTHERWISE NOTED.
3. THE INFORMATION IN THIS DRAWING WAS DERIVED FROM FIELD NOTES AND/OR DATA COLLECTED DURING AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE INFORMATION HEREON IS FOR LEASING PURPOSES ONLY AND DOES NOT CONSTITUTE A COMPLETE BOUNDARY SURVEY AS DEFINED BY THE T.B.P.E.L.S. "TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACT AND RULES". ALL LAND OWNER/TITLE INFORMATION SHOWN HEREON IS BASED ON DATA PROVIDED BY BRAZOS MIDSTREAM, ITS SUBSIDIARIES AND/OR AFFILIATES.
4. P.O.B./B.O.L. = POINT OF BEGINNING/BEGINNING OF LINE
5. P.O.E./E.O.L. = POINT OF EXIT/END OF LINE

M:\SURVEY\BRAZOS_MIDSTREAM_OPERATING_III_LLC\SOUTH_MAIN_LOOP_24\FINAL_PRODUCTS\BO_SOUTH_MAIN_LOOP_24_1_ACRE_SITE.DWG 1/5/2026 9:39:06 AM aparedes

Brazos Midstream

PROPOSED 1.00 ACRE SITE

Section 19, Block 36, T-3-S, T. & P. R.R. Co. Survey, A-501
Midland County, Texas

December 22, 2025
Sheet 2 of 2

A 1.00 acre site located in that certain tract of land as described in a deed to City of Midland, recorded in Volume 1508, Page 593, all in Section 19, Block 36, T-3-S, T. & P. R.R. Co. Survey, A-501, Midland County, Texas, and said 1.00 acre tract being more particularly describe as follows:

BEGINNING (P.O.B., X = 1550229.34 Y = 810313.21) at a point being the Northeast corner of said site, within said Section 19, from which the Northeast corner of said Section 19, bears: North 64°05'08" East, a distance of 770.54 feet;

Thence South 14°41'23" East, a distance of 208.71 feet to a 1/2" rebar with cap marked "TOPOGRAPHIC" the Southeast corner of this site;

Thence South 75°18'37" West, a distance of 208.71 feet to a 1/2" rebar with cap marked "TOPOGRAPHIC" to the Southeast corner of this site;

Thence North 14°41'23" West, a distance of 208.71 feet to a 1/2" rebar with cap marked "TOPOGRAPHIC" to the Southeast corner of this site;

Thence North 75°18'37" East, a distance of 208.71 feet to a 1/2" rebar with cap marked "TOPOGRAPHIC" to the POINT OF BEGINNING, and containing an area of 43,560.00 square feet or 1.00 acres.

Plat of even date accompanies this field note description.

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TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
William J. Keating, R.P.L.S. No. 5041
SURVEYED ON THE GROUND: December 17, 2025

M:\SURVEY\BRAZOS_MIDSTREAM_OPERATING_III_LLC\SOUTH_MAIN_LOOP_24\FINAL_PRODUCTS\BO_SOUTH_MAIN_LOOP_24_1_ACRE_SITE.DWG 1/5/2026 9:39:06 AM aparedes

SPOF-TX-ML-01.00
CITY OF MIDLAND

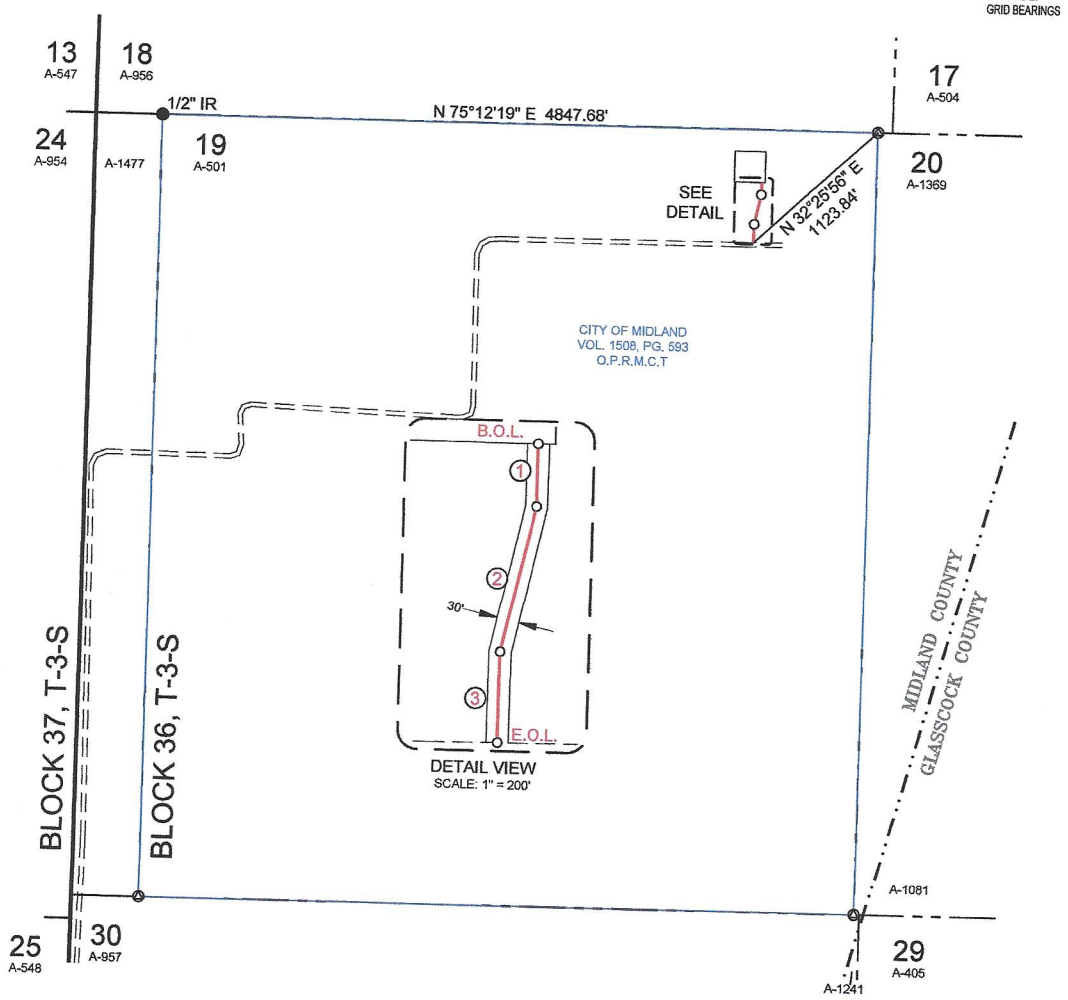
TOTAL LENGTH: 411.37 FEET OR 24.93 RODS
PERMANENT EASEMENT: 0.28 ACRES

Brazos Midstream

PROPOSED ACCESS ROAD

Section 19, Block 36, T-3-S, T. & P. R.R. Co. Survey, A-501
Midland County, Texas

NAD 27
GRID BEARINGS



LINE TABLE

LINE	BEARING	DISTANCE
1	S 14°39'30" E	85.16'
2	S 02°10'40" E	203.01'
3	S 14°26'45" E	123.20'
Total		411.37

SCALE: 1" = 1000'
0' 500' 1000'

LEGEND

- Block Line
- Section Line
- Tract Border
- County Line
- Centerline of Easement
- Edge of Easement
- Lease Road
- Iron Rod Found
- Calculated Corner

STATE OF TEXAS
REGISTERED
WILLIAM J. KEATING
5041
PROFESSIONAL
LAND SURVEYOR

Signature Date
02/04/26

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TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

William J. Keating R.P.L.S. No. 5041
SURVEYED ON THE GROUND: December 17, 2025
Field note description of even date accompanies this plat.

SOUTH MAIN LOOP 24 1 ACRE SITE ACCESS ROAD	REVISION: INT	DATE
DATE: 12/22/25		
COGO: 723-119338		
DRAWN BY: EAH		
SHEET: 1 OF 2		

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927, UNLESS OTHERWISE NOTED.
3. THE INFORMATION IN THIS DRAWING WAS DERIVED FROM FIELD NOTES AND/OR DATA COLLECTED DURING AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE INFORMATION HEREON IS FOR LEASING PURPOSES ONLY AND DOES NOT CONSTITUTE A COMPLETE BOUNDARY SURVEY AS DEFINED BY THE T.B.P.E.L.S. "TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACT AND RULES". ALL LAND OWNER/TITLE INFORMATION SHOWN HEREON IS BASED ON DATA PROVIDED BY BRAZOS MIDSTREAM, ITS SUBSIDIARIES AND/OR AFFILIATES.
4. P.O.B./B.O.L. = *POINT OF BEGINNING/BEGINNING OF LINE*
5. P.O.E./E.O.L. = POINT OF EXIT/END OF LINE

M:\SURVEY\BRAZOS_MIDSTREAM_OPERATING_III_LLC\SOUTH_MAIN_LOOP_24\FINAL_PRODUCTS\EP_SOUTH_MAIN_LOOP_24_1_ACRE_SITE_ROAD.DWG 2/4/2026 5:34:13 PM aparedes

Brazos Midstream

PROPOSED ACCESS ROAD

Section 19, Block 36, T-3-S, T. & P. R.R. Co. Survey, A-501
Midland County, Texas

December 22, 2025
Sheet 2 of 2

A proposed road easement located in that certain tract of land as described in a deed to City of Midland, recorded in Volume 1508, Page 593, all in Section 19, Block 36, T-3-S, T. & P. R.R. Co. Survey, A-501, Midland County, Texas, and being 30 feet in width, with easement edges 15 feet right and left of the following described centerline:

BEGINNING (B.O.L., X=1550260, Y=810106) at a proposed site, from which the Northeast corner of said Section 19, bears: North 50°37'08" East, a distance of 857.40 feet;

THENCE South 14°39'30" East, a distance of 85.16 feet;

THENCE South 02°10'40" East, a distance of 203.01 feet;

THENCE South 14°26'45" East, a distance of 123.20 feet to the END of line at an existing road (E.O.L., X=1550320, Y=809701), from which said Northeast corner of said Section 19, bears: North 32°25'56" East, a distance of 1,123.84 feet.

The above description contains 411.37 feet or 24.93 rods.

Signature Date
02/04/26

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TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

William J. Keating R.P.L.S. No. 5041
SURVEYED ON THE GROUND: December 17, 2025

Date: 1/9/2026

- Proposed Access Road
- Surface Site
- Survey Section

Brazos in Sec 19, Blk 36-3-S (Spraberry)
Proposed Access Road and Surface Site

0 150 300 Feet

©THE CITY OF MIDLAND - 2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/27/2026

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: Allyson Hengst	
CAC Specialty 115 Office Park Drive Birmingham, AL 35223	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: allyson.hengst@cacgroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Federal Insurance Company	20281
INSURED	INSURER B :	
Brazos Midland Gas, LLC. 777 Main Street, Ste 3700 Fort Worth, TX 76102	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			3609-45-09	11/5/2025	11/5/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							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:							$
A	AUTOMOBILE LIABILITY			7365-72-97	11/5/2025	11/5/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			5673-26-66	11/5/2025	11/5/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7184-53-89	11/5/2025	11/5/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Certificate Holder is included as Additional Insured (excluding Workers' Compensation) and Wavier of Subrogation applies except where not premissible by law if required by written contract subject to policy terms, conditons and exclusions.

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

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City Council Meeting

Item Number: 18.
Meeting Date: March 24, 2026
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-495-004) BETWEEN THE CITY OF MIDLAND AND SCM CRUDE LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 3, BLOCK C-24, P.S.L. SURVEY, ABSTRACT NO. 1417, WINKLER COUNTY, TEXAS AND SECTIONS 2 AND 3, BLOCK C-24, P.S.L. SURVEY, ABSTRACTS 1400 AND 1402, LOVING COUNTY, TEXAS

Purpose:
This License is for a 30’ wide right of way for a six-inch (6) common carrier, crude oil pipeline. The applicant will also need a 1,305 square foot surface area for a valve tie in site. This will allow applicants to tie the pipeline to a larger transportation pipeline.

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 will be collected:

Application fee (one time): $1,000

6” Common Carrier pipeline (287.01 rods * $190.00) $54,531.90

1,305 sq. ft surface area (1,305 sq. ft. * $0.30 per sq. ft.) $391.5 ($500 minimum)

Total Collected: $56,031.90

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This pipeline is proposed to be a 6” diameter, common carrier, steel construction crude oil tie-in pipeline and will be buried a minimum thirty-six inches (36) deep with a 1,305 sq. ft. surface valve site and does not interfere with the City Water operations in this area.

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. SCM executed ROW License 26-495-004
B. Council Map SCMCrude_TBar
C. COI City of Midland_SCM Operations, LLC_25-26 GL, AL, WC, $20M UM_11-21-2025_278410115

John Simmons, Utilities	Created/Initiated - 3/9/2026
Carl Craigo, Utilities	Approved - 3/10/2026
Linda Ochoa, Legal	Approved - 3/17/2026
Jose Ortiz, City Manager	Approved - 3/17/2026
Morris Williams, City Manager	Approved - 3/17/2026
Jan Hamilton, City Secretary	Final Approval - 3/18/2026

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	March 25, 2026
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:	**SCM Crude, LLC**
Licensee's Representative:	**John Nicholson**
Licensee's Mailing Address:	5775 N. Sam Houston Pkwy., Suite 600 Houston, Texas 77086
Property:	As described in Article III below
License Number:	**26-495-004**

Licensee desires use of certain Property (as defined below) in Winkler County and Loving 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.

WITNESSETH:

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 FIFTY-FIVE THOUSAND THIRTY-ONE and 90/100 Dollars ($55,031.90) ("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 steel construction pipeline, not to exceed six (6) inches in diameter, for the transportation of crude oil and a 1,305 square foot surface valve site 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 construction is completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than thirty-six (36) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and

roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE 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.

O. Remediation. Licensee shall be responsible for any leaks or spills resulting from its operations which may occur on the Property and Licensee shall undertake all commercially reasonable efforts to ensure leaks and spills will be properly remediated with work on the affected area commencing within seven (7) days of initial discovery of an incident and continuing in good faith to its completion. Licensee shall report all spills and leaks to Licensor or it's representatives within twenty-four (24) hours of initial discovery. Any portion of the Property affected by leaks, spills, re-entry, repairs, maintenance, or other related damages will be subject to remediation. During remediation, all contaminated soil shall be removed and replaced with fresh soil, free of contaminants, chemicals, or deleterious materials that may impair the growth of vegetation or pose risk to human health and safety. The affected area will be returned to pre-remediation grades and conditions to the extent reasonably practicable. A minimum of five inches (5") of topsoil shall be uniformly spread over the newly prepared surface and Licensee shall plant the disturbed area with the type and quantity of native grass or other reasonable landscaping designated by Licensor so that the disturbed area shall be generally restored to its original condition. Acceptance of remediation work shall be in Licensor's sole discretion and contingent upon final inspection and verification of completion by Licensor or its representatives. All contaminated soil removed from the Property will be charged at rate set forth in the then most current University of Texas System Rate and Damage Schedule published by the University of Texas System for caliche.

B. Standard General Conditions

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

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER

PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF

ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES 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.

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:
SCM CRUDE, LLC

By: _____
Printed Name: John Nicholson
Title: Chief Operating Officer

THE STATE OF Texas §
§
COUNTY OF Harris §

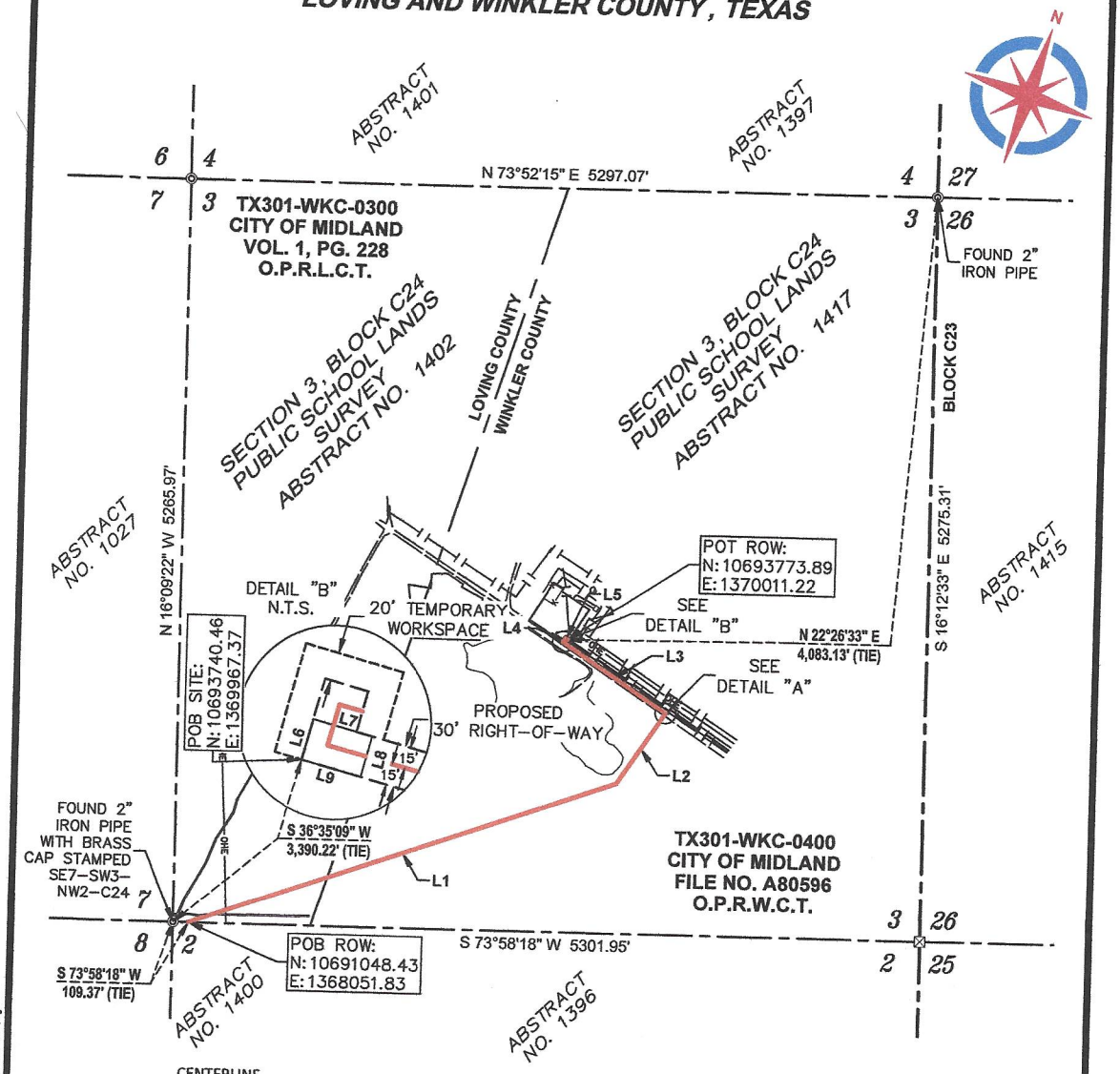
BEFORE ME, the undersigned authority, on this 5 day of March, 2026 personally appeared John Nicholson an officer of SCM Crude, LLC known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of March, 2026.

Leticia Louise Lopez
Notary Public, State of Texas

LETICIA LOUISE LOPEZ
Notary Public, State of Texas
Comm. Expires 06-08-2026
Notary ID 133803758

LOVING AND WINKLER COUNTY, TEXAS

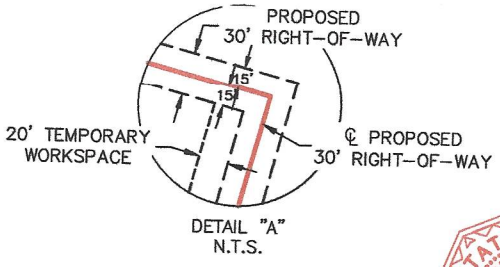


CENTERLINE BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	N 54°28'05" E	3192.92'
L2	N 17°22'06" E	609.47'
L3	N 72°37'54" W	986.39'
L4	N 17°21'58" E	30.00'
L5	S 72°38'02" E	16.88'

SURFACE SITE BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L6	N 17°22'04" E	30.00'
L7	S 72°37'59" E	43.50'
L8	S 17°22'04" W	30.00'
L9	N 72°37'59" W	43.50'



DETAIL "A" N.T.S.

NOTES

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID (U.S. SURVEY FEET), BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, CENTRAL ZONE (4203), NAVD 88.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING DECEMBER, 2025. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS RIGHT OF WAY IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.18.

TOTAL LINEAR FEET = 4,735.65 FEET / 287.01 RODS / 0.897 MILES
RIGHT OF WAY = 3.262 ACRES / 142,087 SQ. FT.
TEMPORARY WORKSPACE = 1.838 ACRES / 80,070 SQ. FT.

TOTAL SITE AREA = 0.0300 ACRES / 1,305 SQ. FT.

0 1000' 2000'

SCALE: 1" = 1000'

STATE OF TEXAS REGISTERED TIM C. PAPPAS 5543 PROFESSIONAL LAND SURVEYOR

LEGEND

- RIGHT OF WAY
- WORKSPACE
- SURFACE SITE
- SECTION LINE
- PROPERTY LINE
- CENTERLINE
- OHE OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- TOWNSHIP LINE
- EXISTING PIPELINE
- FND. MONUMENT
- POWER POLE
- CALC. CORNER
- WELL
- SET MONUMENT
- FND. FENCE POST

SCM CRUDE

Situated in
SECTION 3, BLOCK C24
PUBLIC SCHOOL LANDS SURVEY
ABSTRACT NO. 1417, 1402
LOVING AND WINKLER COUNTY, TEXAS

WHITE KNIFE
CITY OF MIDLAND
RIGHT-OF-WAY

I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

15 Dec 2025

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

DRAWN BY: WF	DATE: 12/10/2025	REV. 0
CHECKED BY: CZ	DATE: 12/10/2025	
PROJECT ID: 25-11-6152		PAGE 1 OF 2

12/11/2025 1:19 PM WFORD Z:\2025\SALT CREEK MIDSTREAM\25-11-6152 - White Knife\PLATS\TX495-WKC-0400-CITY OF MIDLAND\TX495-WKC-0400-CITY OF MIDLAND-R0.dwg

LOVING AND WINKLER COUNTY, TEXAS
PUBLIC SCHOOL LANDS SURVEY,
SECTION NO. 3, BLOCK C24,
ABSTRACT NO. 1402 AND 1417

SCM CRUDE, LLC
WHITE KNIFE
CITY OF MIDLAND

PROPOSED 30 FEET-WIDE
RIGHT-OF-WAY

Being a Centerline description of a proposed 30 feet-wide Right-of-Way being located in the Public School Lands Survey, Section 3, Block C24, Abstract No. 1402, Loving County, Texas and Abstract No. 1417, Winkler County. Texas; being part of a tract of land described in Deed to City of Midland, as recorded in Vol. 1, Pg. 228 of the Official Public Records of Loving County, Texas and in File No. A80596 of the Official Public Records of Winkler County, Texas; said Right-of-Way being described by a centerline which is bound by lines 15 feet each side of and parallel with said centerline and being more particularly described as follows:

BEGINNING at a point in in the south line of Section 3 from which a 2-inch iron pipe with brass cap stamped SE7-SW3-NW2-C24 found for the southwest corner of said Section 3 bears S 73°58'18" W, a distance of 109.37 feet;

THENCE N 54°28'05" E, a distance of 3,192.92 feet;
THENCE N 17°22'06" E, a distance of 609.47 feet;
THENCE N 72°37'54" W, a distance of 886.38 feet;
THENCE N 17°21'58" E, a distance of 30.00 feet;

THENCE S 72°38'02" E, a distance of 16.88 feet to the **POINT OF TERMINATION** in said Section 3, from which a 2-inch iron pipe found for the northeast corner of said Section 3 bears N 22°26'33" E, a distance of 4,083.13 feet, said centerline having a total length of 4,735.65 feet or 287.01 rods, more or less, said easement containing 142,087 square feet or 3.262 acres, more or less.

Sidelines of this right of way shall be extended or trimmed to meet the south line of Section 3.

SURFACE SITE
METES AND BOUNDS DESCRIPTION

Being a metes and bounds description of a surface site being located in the Public School Lands Survey, Section 3, Block C24, Abstract No. 1417, Winkler County. Texas; being part of a tract of land described in deed to City of Midland, as recorded in File No. A80596 of the Official Public Records of Loving County, Texas said site being more particularly described as follows:

BEGINNING at the southwest corner of this site, from which a 2-inch iron pipe with brass cap stamped SE7-SW3-NW2-C24 found for the southwest corner of said Section 3 bears S 36°35'09" W, a distance of 3,390.22 feet;

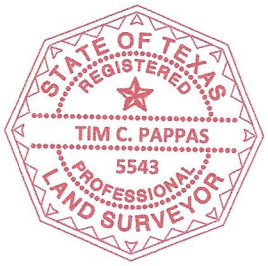
THENCE N 17°22'04" E, a distance of 30.00 feet to a point for corner;
THENCE S 72°37'59" E, a distance of 43.50 feet to a point for corner;
THENCE S 17°22'04" W, a distance of 30.00 feet to a point for corner;

THENCE N 72°37'59" W, a distance of 43.50 feet to the **POINT OF BEGINNING**. Said site containing 1,305 square feet or 0.0300 acre, more or less.

I, Tim C. Pappas, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.
Original signed and stamped in red ink.

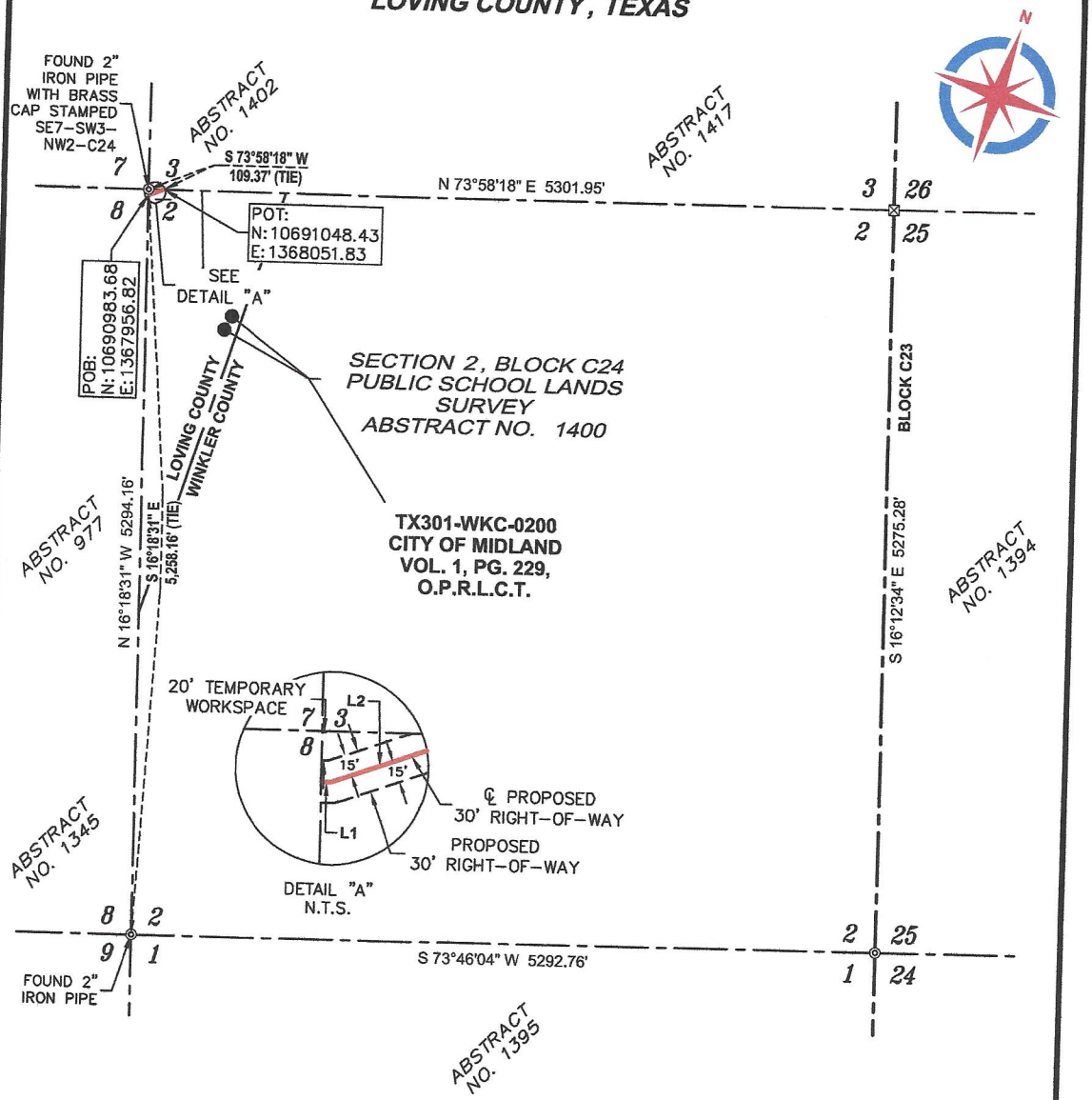
15 Dec 2025

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543
FIRM REGISTRATION/LICENSE NO. 10194585
FOR DATAPOINT SURVEYING AND MAPPING
12400 NETWORK BLVD, SUITE 130
SAN ANTONIO, TEXAS 78249
(726) 777-4240 OFFICE
(726) 777-4241 FAX



SCM CRUDE

LOVING COUNTY, TEXAS



CENTERLINE
BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	N 73°44'07" E	7.63'
L2	N 54°28'05" E	107.74'

NOTES

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID (U.S. SURVEY FEET), BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, CENTRAL ZONE (4203), NAVD 88.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING DECEMBER, 2025. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS RIGHT OF WAY IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. 5.663.16.

TOTAL LINEAR FEET = 115.37 FEET / 6.99 RODS / 0.0219 MILES
RIGHT OF WAY = 0.0795 ACRES / 3,462 SQ. FT.
TEMPORARY WORKSPACE = 0.0167 ACRES / 726 SQ. FT.

STATE OF TEXAS REGISTERED TIM C. PAPPAS 5543 PROFESSIONAL LAND SURVEYOR

SCM CRUDE

Situated in
SECTION 2, BLOCK C24
PUBLIC SCHOOL LANDS SURVEY
ABSTRACT NO. 1400
LOVING COUNTY, TEXAS
WHITE KNIFE
CITY OF MIDLAND
RIGHT-OF-WAY

0 1000' 2000'
SCALE: 1" = 1000'

I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

15 Dec 2025

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

LEGEND
- RIGHT-OF-WAY
- WORKSPACE
- SURFACE SITE EASEMENT
- SECTION LINE
- ℄ PROPERTY LINE
- R/W RIGHT OF WAY (R.O.W.)
- CENTERLINE
- OHE OVERHEAD ELECTRIC
- X BARBED WIRE FENCE
- TOWNSHIP LINE
- EXISTING PIPELINE
- FND. MONUMENT
- POWER POLE
- CALC. CORNER
- WELL
- SET MONUMENT
- FND. FENCE POST

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

DRAWN BY: WF	DATE: 12/10/2025	REV. 0
CHECKED BY: CZ	DATE: 12/10/2025	
PROJECT ID: 25-11-6152		PAGE 1 OF 2

12/15/2025 10:35 AM R.JIMENEZ Z:\2025\SALT CREEK MIDSTREAM\25-11-6152 - White Knife\PLATS\TX301-WKC-0200-CITY OF MIDLAND\TX301-WKC-0200-CITY OF MIDLAND-ROW.dwg

LOVING COUNTY, TEXAS
PUBLIC SCHOOL LANDS SURVEY, SECTION NO. 2, BLOCK C24, ABSTRACT NO. 1400

SCM CRUDE, LLC
WHITE KNIFE
CITY OF MIDLAND

PROPOSED 30 FEET-WIDE RIGHT-OF-WAY

Being a Centerline description of a proposed 30 feet-wide Right-of-Way being located in the Public School Lands Survey, Section 2, Block C24, Abstract No. 1400, Loving County, Texas; being part of a tract of land described in Deed to City of Midland, as recorded in Vol. 1, Pg. 229 of the Official Public Records of Loving County, Texas; said Right-of-Way being described by a centerline which is bound by lines 15 feet each side of and parallel with said centerline and being more particularly described as follows:

BEGINNING at a point in in the north line of Section 2 from which a 2-inch iron pipe found for the southwest corner of said Section 2 bears S 16°18'31" E, a distance of 5,258.16 feet;

THENCE N 73°44'07" E, a distance of 7.63 feet;

THENCE N 54°28'05" E, a distance of 107.74 feet to the **POINT OF TERMINATION** in the west line of said Section 2, from which a 2-inch iron pipe with brass cap stamped SE7-SW3-NW2-C24 found for the northwest corner of said Section 2 bears S 73°58'18" W, a distance of 109.37 feet, said centerline having a total length of 115.37 feet or 6.99 rods, more or less, said easement containing 3,462 square feet or 0.0795 acre, more or less.

Sidelines of this right of way shall be extended or trimmed to meet the north and west lines of Section 2.

I, Tim C. Pappas, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.
Original signed and stamped in red ink.

15 Dec 2025

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543
FIRM REGISTRATION/LICENSE NO. 10194585
FOR DATAPOINT SURVEYING AND MAPPING
12400 NETWORK BLVD, SUITE 130
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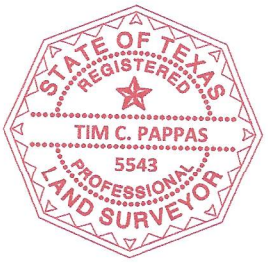
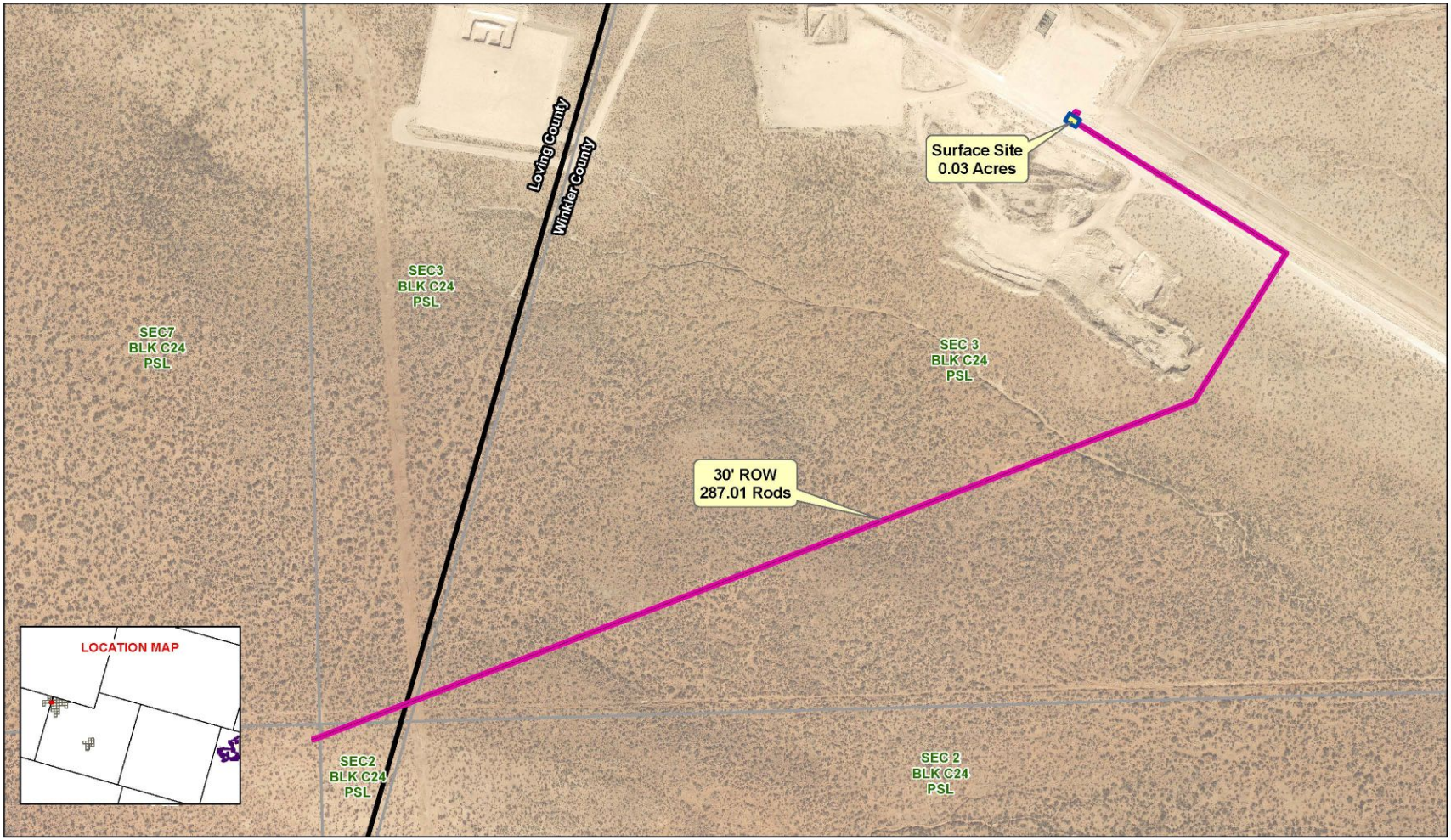


SCM CRUDE



Date: 12/23/2025

- Surface Site
- Proposed ROW
- County Boundary
- Survey Section

SCM Crude in TBar
Proposed ROW and Surface Site

0 250 500 Feet

©THE CITY OF MIDLAND - 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2025

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
Arthur J. Gallagher Risk Management Services, LLC
615 E Britton Rd
Oklahoma City OK 73114

CONTACT NAME: Pam Howard
PHONE (A/C, No, Ext): 918-764-1675 **FAX (A/C, No):**
E-MAIL ADDRESS: pamela_howard@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : Argonaut Insurance Company	19801
INSURER D : Lloyd's Synd 1609 (Mosaic Insurance Company)	
INSURER E : Colony Insurance Company	39993
INSURER F :	

INSURED SCMTOPC-01
SCM Operations, LLC
5775 N. Sam Houston Pkwy W.
Suite 600
Houston TX 77086

COVERAGES **CERTIFICATE NUMBER:** 278410115 **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 X S&A Pollution GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	1000090463251	11/2/2025	11/2/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG S&A Pollution	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ Included
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	1000635757251	11/2/2025	11/2/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A E	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	1000095299251 AR6461878	11/2/2025 11/2/2025	11/2/2026 11/2/2026	EACH OCCURRENCE AGGREGATE	$ 20,000,000 $ 20,000,000
B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	00021207498 WC929288764414	11/2/2025 11/2/2025	11/2/2026 11/2/2026	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
D	Environmental Legal Liability			PEN4789024AA	11/2/2024	11/2/2026	Each Incident Aggregate	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured includes:
Delaware Crossing, LLC
Delaware Crossing Operating, LLC
DX Constellation, LLC
Salt Creek Holdco, LLC
SCM Intermediate Holdco, LLC
FS Crude Holdings, LLC
FS Crude Midco, LLC
See Attached...

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland TX 79701

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
Aaron Horton

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	SCM Operations, LLC 5775 N. Sam Houston Pkwy W. Suite 600 Houston TX 77086
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

FS Crude Parent, LLC
SCM Gas Marketing, LLC
SCM NGL Holdings, LLC
SCM Intermediate Crude, LLC
SCM Crude Marketing, LLC
SCM Topco, LLC
Imperial Crude, LLC
SCM Crude, LLC
SCM Alpine, LLC
Salt Creek Aggregator Holdco, LLC
Salt Creek Midstream, LLC
SCM Intermediate Water, LLC
SCM Water Pecos, LLC
SCM Intermediate Gas, LLC
SCM Operations, LLC dba Salt Creek Midstream
Delaware Crossing Holdings, LLC
SCM Water, LLC
If required by contract only: The Certificate Holder is included as Additional Insured per General Liability form #OG 184 (4/12) and CG 20 10 (12/19); per Automobile form #SICA-1016 (6/21); Waiver of Subrogation is provided on per General Liability form #CG 24 04 (12/19); per Automobile form #SICA-1020 (9/19); per Workers' Compensation form #WC 42 03 04 B; Primary and Non-contributory per General Liability form #CG 20 01 (12/19) ; per Automobile form #CA 04 49 (11/16) ; 30 day Notice of Cancellation provided to Certificate Holder per General Liability form #SIIL 100 (10/14); per Automobile form #SICA-1015 (09/19); Umbrella and Excess Liability follows the underlying General Liability, Automobile Liability, Employers' Liability. Workers Compensation includes Texas Alternate Employer Endorsement per form WC 00 03 01.
If required by contract only: The Certificate Holder is included as Additional Insured per General Liability form #OG 184 (4/12); per Automobile form #SICA-1016 (6/21); Waiver of Subrogation is provided on per General Liability form #CG 24 04 (12/19); per Automobile form #SICA-1020 (9/19); per Workers' Compensation form #WC 42 03 04 B;

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City Council Meeting

Item Number: 19.
Meeting Date: March 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE VACATING AND ABANDONING A 0.533-ACRE PORTION OF SOUTH ATLANTA STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1 THROUGH 6, BLOCK 125, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ALONG SOUTH ATLANTA STREET BETWEEN EAST WASHINGTON AVENUE AND EAST NEW YORK AVENUE) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD FEBRUARY 24, 2026)

Purpose:

Maverick Engineering, on behalf of Common Unity Church, is requesting to vacate a 0.533-acre portion of South Atlanta Street in order to develop a church on the right-of-way that is not being utilized.

Recommended Action:
Approve

Fiscal Impact:

The appraised value of the right-of-way is $46,450.00.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

The approximated area that will be vacated is 23,225 square feet (0.533-acres). The 0.533-acres is currently an unused portion of right-of-way referred to as South Atlanta Street. Vacating this right-of-way will not affect the public welfare in any manner. The property owner plans to develop a church on this portion of unused right-of-way.

The property owner will take ownership of the portion of right-of-way, along with any maintenance and upkeep.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Oil and Gas: (Approved)

No Oil & Gas issues

Building Code: (Approved)

No Objections

Engineering: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed. Currently, there is a wastewater main located within the R.O.W. that that the applicant is requesting to be vacated. [For Applicant's Information Only.]

Fire: (Approved)

No comments or objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comments

AT&T: (Approved)

No issues for AT&T in that area.

Atmos: (Approved)

We currently have no active lines or facilities located within the right of way proposed to be vacated.

Astound: (Approved)

Astound is clear in this area.

Oncor: (Approved)

Oncor Electric Delivery Company, LLC, has no objection to the abandonment of a described right-of-way at the aforementioned property as long as the anticipated city ordinance contains section 3 language retaining the abandoned right-of-way as a utility easement.

Optimum: (Approved)

Optimum is good with the request to vacate.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Staff recommends approval of the vacation of a 0.533-acre, portion of South Atlanta Street subject to the following conditions.

Conditions:

A. The City of Midland has received from the abutting property owner(s) the sum of $46,450.00; and

B. A replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

Letters of Objection:

As of February 13, 2026, staff has not received any letters of objection to this request.

Attachments:

A. ORDINANCE WEXH - V-25-0069, S Atlanta St, Blk 125, Southern Add - AMENDED (1) (1)
B. V-25-0069, Combined Documents (1)
C. CC - - South Atlanta Street (South) Vacation

Rachel Guentensberger, City Secretary — Created/Initiated - 2/24/2026
Kathy Rauda, City Secretary — Final Approval - 2/24/2026

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.533-ACRE PORTION OF SOUTH ATLANTA STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1 THROUGH 6, BLOCK 125, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ALONG SOUTH ATLANTA STREET BETWEEN EAST WASHINGTON AVENUE AND EAST NEW YORK AVENUE) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.533-acre portion of South Atlanta Street right-of-way located adjacent to Lots 1 through 6, Block 125, Southern Addition, City and County of Midland, Texas, as described in Exhibit A attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, the Property is land described by Section 272.001(b) of the Texas Local Government Code; and

WHEREAS, Section 272.001(b) of the Texas Local Government Code provides that the notice and bidding requirements of Section 272.001(a) that generally apply to a political subdivision's conveyance, sale, or exchange of land or real property interests owned by the political subdivision do not apply to:

A. narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;

B. streets or alleys, owned in fee or used by easement;

C. land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;

D. land that the political subdivision wants to have developed by contract with an independent foundation;

E. a real property interest conveyed to a governmental entity that has the power of eminent domain;

F. a municipality's land that is located in a reinvestment zone designated as provided by law and that the municipality desires to have developed under a project plan adopted by the municipality for the zone; or

G. a property interest owned by a defense base development authority established under Chapter 378, Local Government Code, as added by Chapter 1221, Acts of the 76th Legislature, Regular Session, 1999; and

WHEREAS, the land and those interests described by Section 272.001(b) of the Texas Local Government Code may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple; and

WHEREAS, an application for vacating the Property has been received by the City from one or more abutting fee simple property owner(s); and

WHEREAS, the Council finds it to be in the public interest to vacate and abandon the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes; provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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:

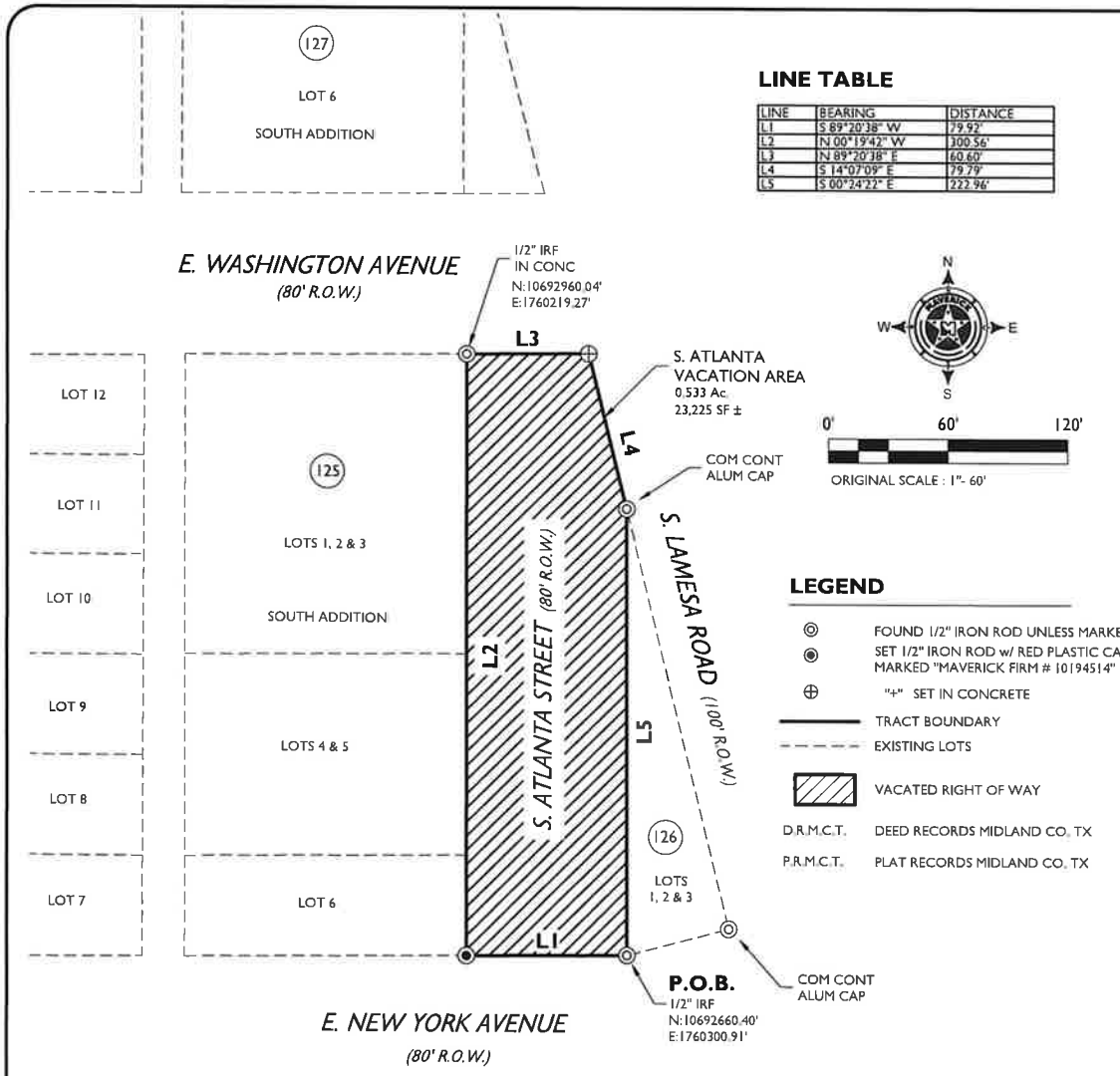
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°20'38" W	79.92'
L2	N 00°19'42" W	300.56'
L3	N 89°20'38" E	60.60'
L4	S 14°07'09" E	79.79'
L5	S 00°24'22" E	222.96'

LEGEND

- FOUND 1/2" IRON ROD UNLESS MARKED
- SET 1/2" IRON ROD w/ RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514"
- "+" SET IN CONCRETE
- TRACT BOUNDARY
- EXISTING LOTS
- VACATED RIGHT OF WAY
- D.R.M.C.T. DEED RECORDS MIDLAND CO. TX
- P.R.M.C.T. PLAT RECORDS MIDLAND CO. TX

"EXHIBIT A"

OF A 0.533 ACRE TRACT OF LAND SITUATED IN
SECTION 35, BLOCK 39, T-1-S, T.&P. RY Co. SURVEY, MIDLAND COUNTY, TEXAS,
FOR THE ABANDONMENT OF A PORTION OF SOUTH ATLANTA STREET
AS DEPICTED ON THE PLAT OF SOUTHERN ADDITION,
AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY , TEXAS

LEGAL DESCRIPTION

FIELD NOTES DESCRIPTION OF A 0.533 ACRE TRACT OF LAND, SITUATED IN SECTION 35, BLOCK 39, T-1-S, T.&P. RY Co SURVEY, MIDLAND COUNTY, TEXAS, FOR THE ABANDONMENT OF A PORTION OF 80 FOOT SOUTH ATLANTA STREET AS DEPICTED ON THE PLAT OF SOUTHERN ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY , TEXAS , MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT *N(y):10692660 40 FEET, E(x) 1760300.91 FEET AT A ONE HALF INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 126, IN SAID SOUTHERN ADDITION, FOR THE SOUTHEAST CORNER OF THIS TRACT IN THE NORTH LINE OF EAST NEW YORK AVENUE ;*

THENCE *S 89°20'38" W, A DISTANCE OF 79.92 FEET ALONG THE NORTH LINE OF SAID NEW YORK AVENUE TO A ONE HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" (RPC) SET FOR THE SOUTHWEST CORNER OF THIS TRACT ,*

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BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989691 1 AT NGS "MIDLAND"

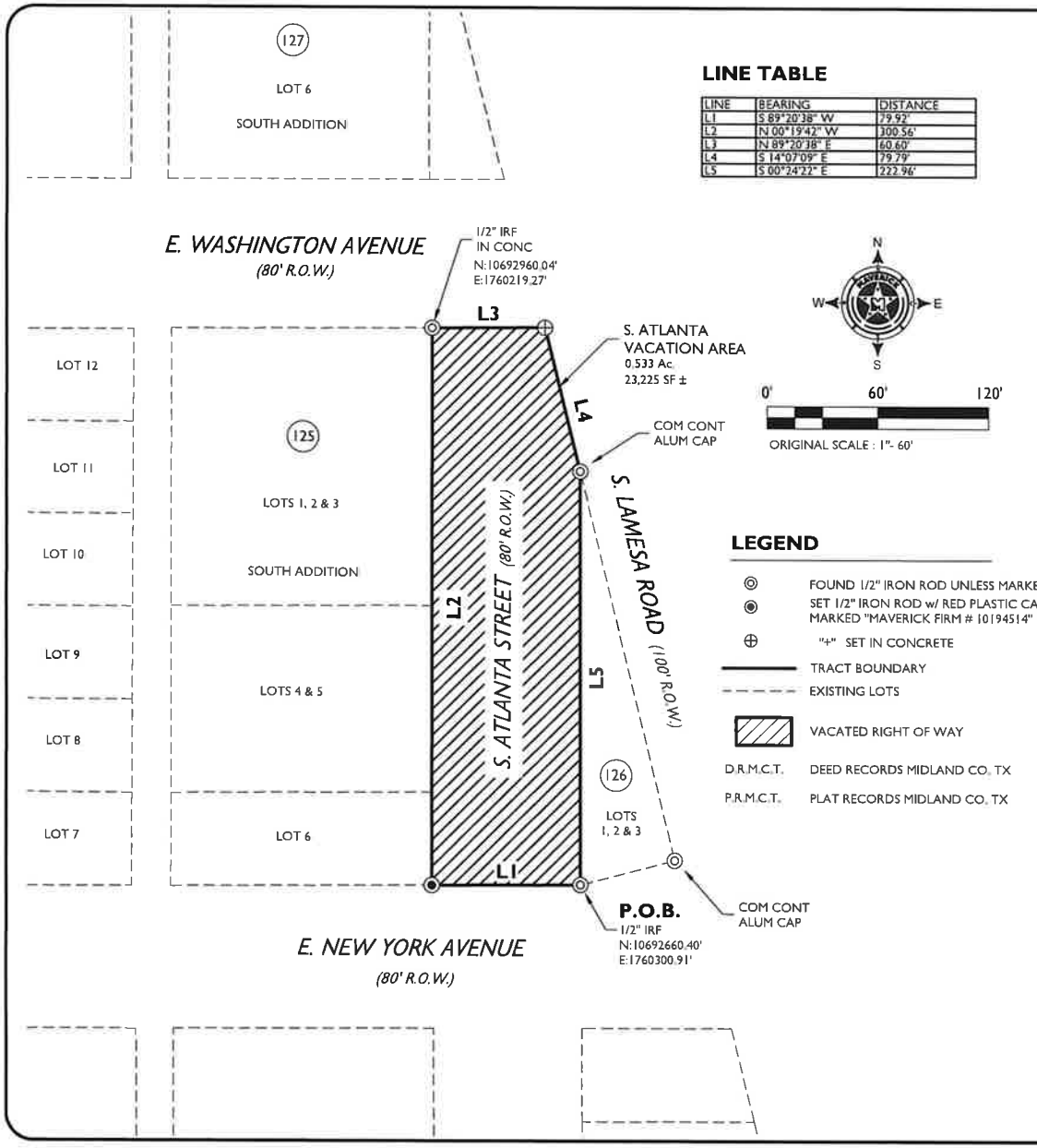
I GREGORY W. SHOULTS DO HEREBY CERTIFY THAT THIS PLAT IS BASED UPON FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON THE GROUND SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GREGORY W. SHOULTS R.P.L.S #5356 — APRIL 15, 2025

STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

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

Drawing : F:\2025\250031-CORNERSTON DESIGN GROUP-COMMON UNITY\DRAWINGS\VACATION\250031 VACATION BOUNDARY.DWG Last Saved By: AKalenak on 4/15/25



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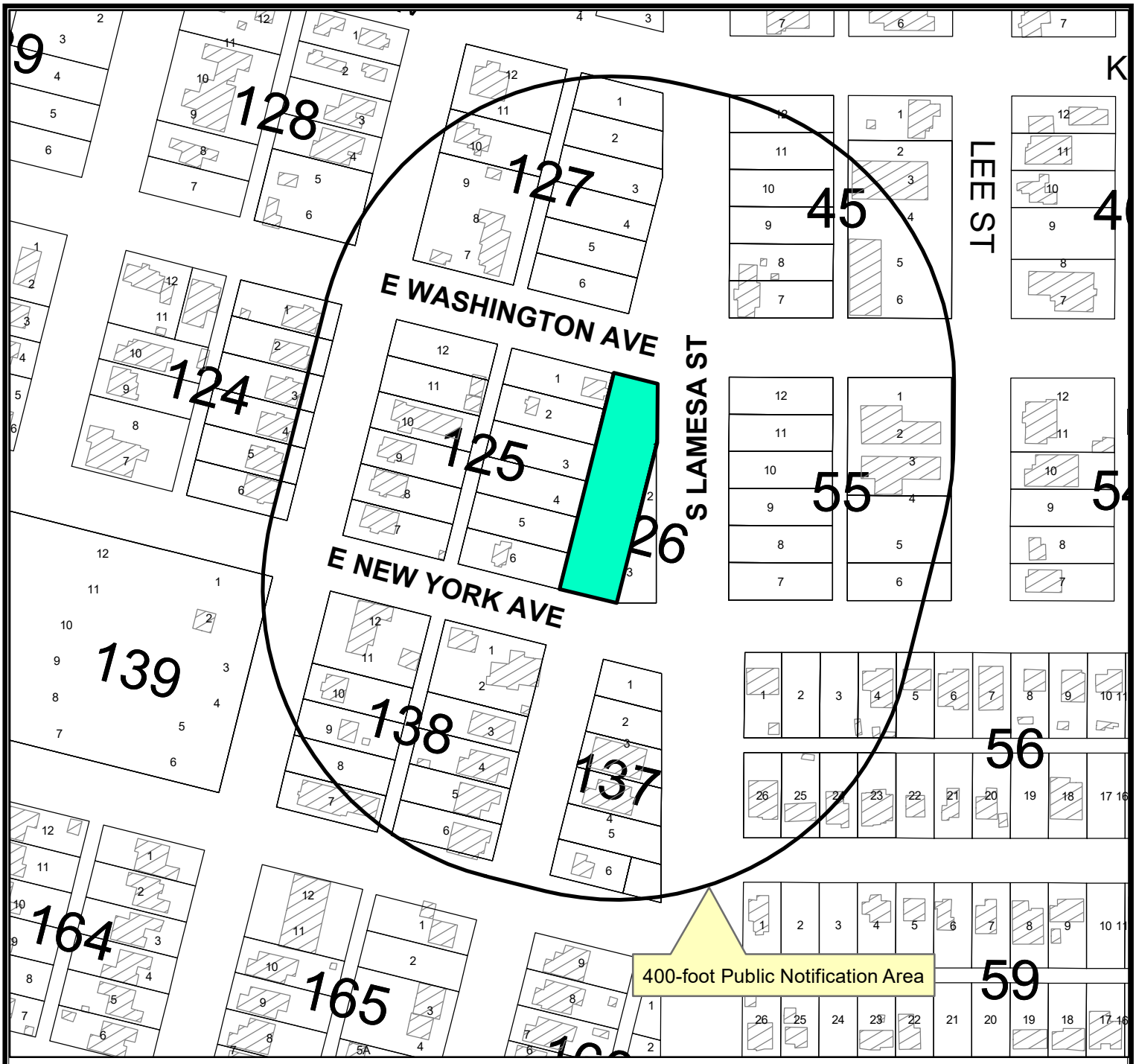


Location Map

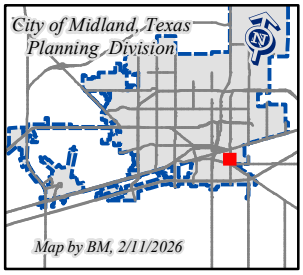
V-25-0069 **Scale: 1" = 154'**

Consider a request by Maverick Engineering, on behalf of Common Unity Church, vacating and abandoning a 0.533-acre portion of South Atlanta Street right-of-way located adjacent to Lots 1 through 6, Block 125, Southern Addition, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of East Washington Avenue and South Lamesa Road. (District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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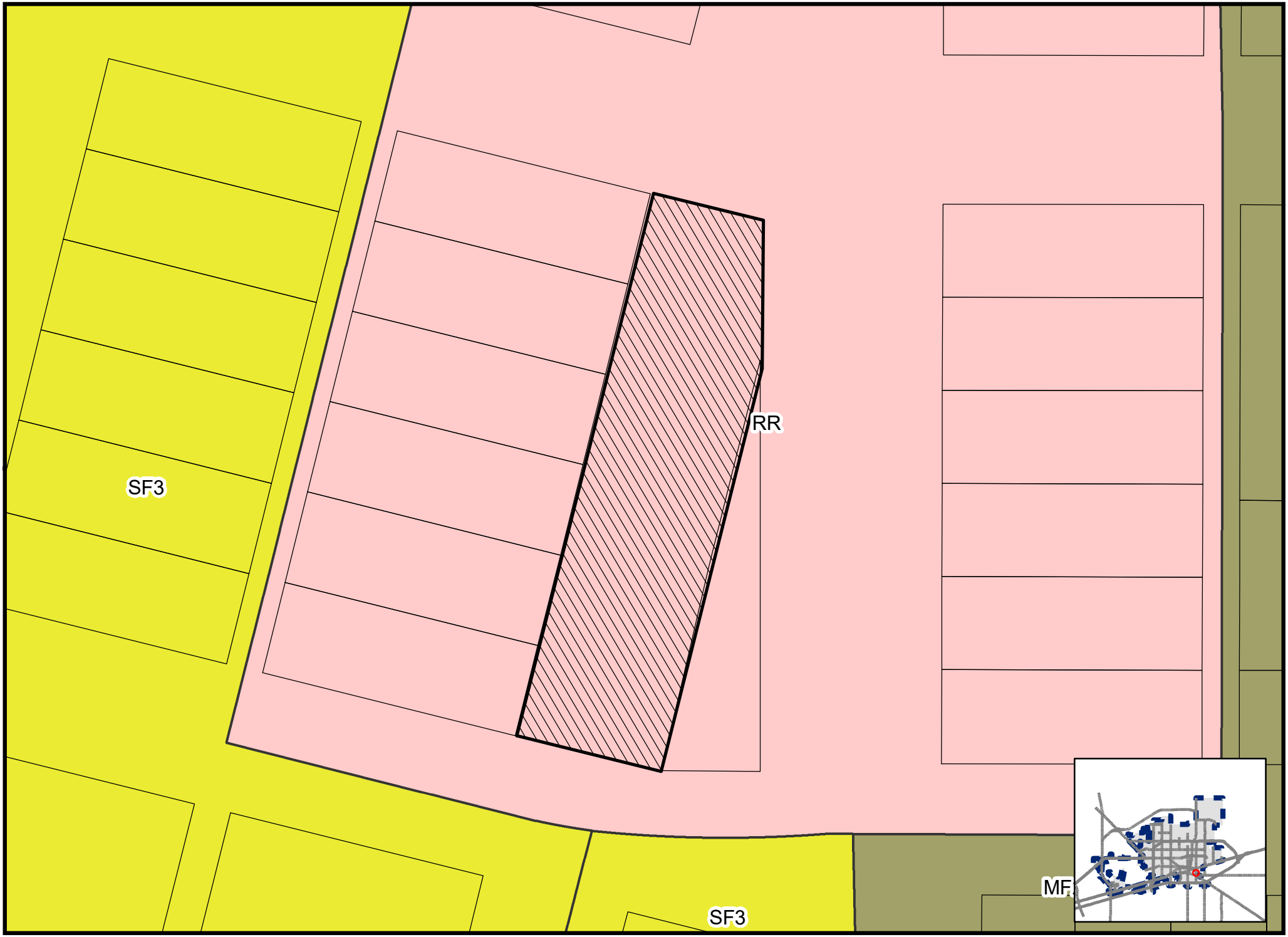
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BM, 1/29/2026

V-25-0069

Scale: 1" = 65'

ZONING MAP

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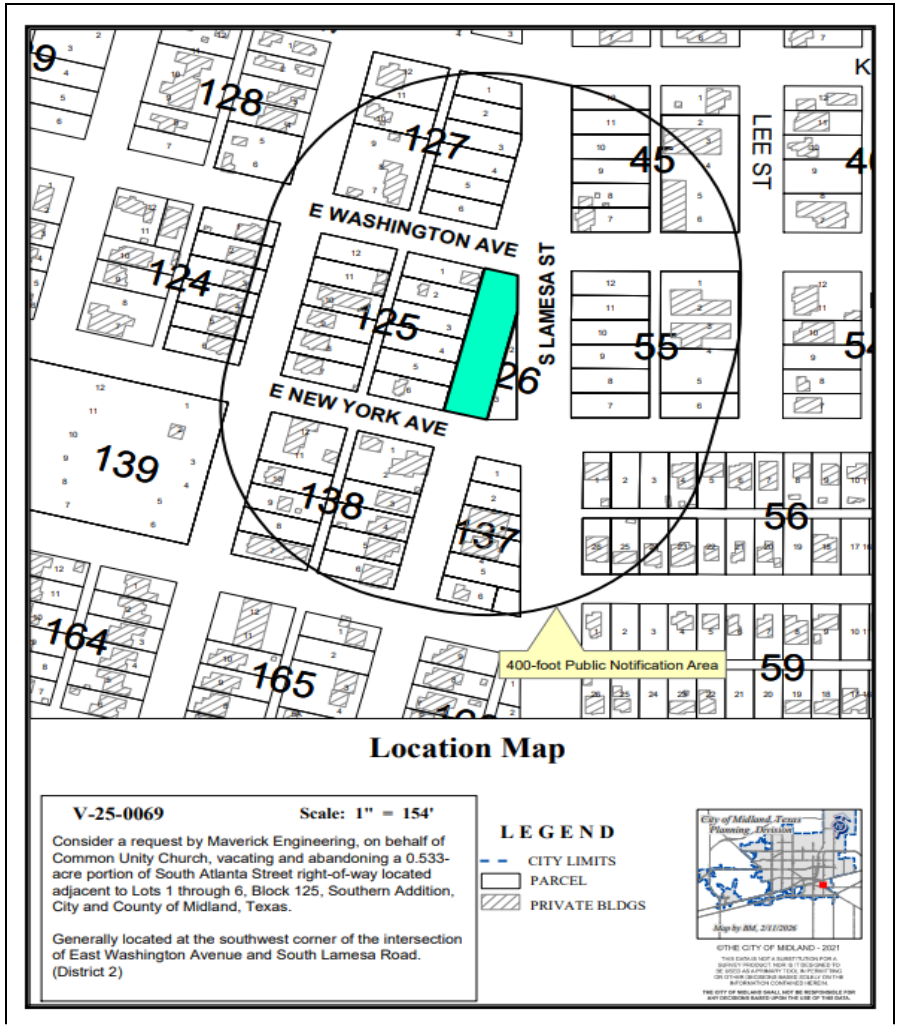
MIDLAND
Be the Energy!
VACATION
SOUTH ATLANTA STREET (SOUTH)
Visit Our Website
MIDLANDTEXAS.GOV

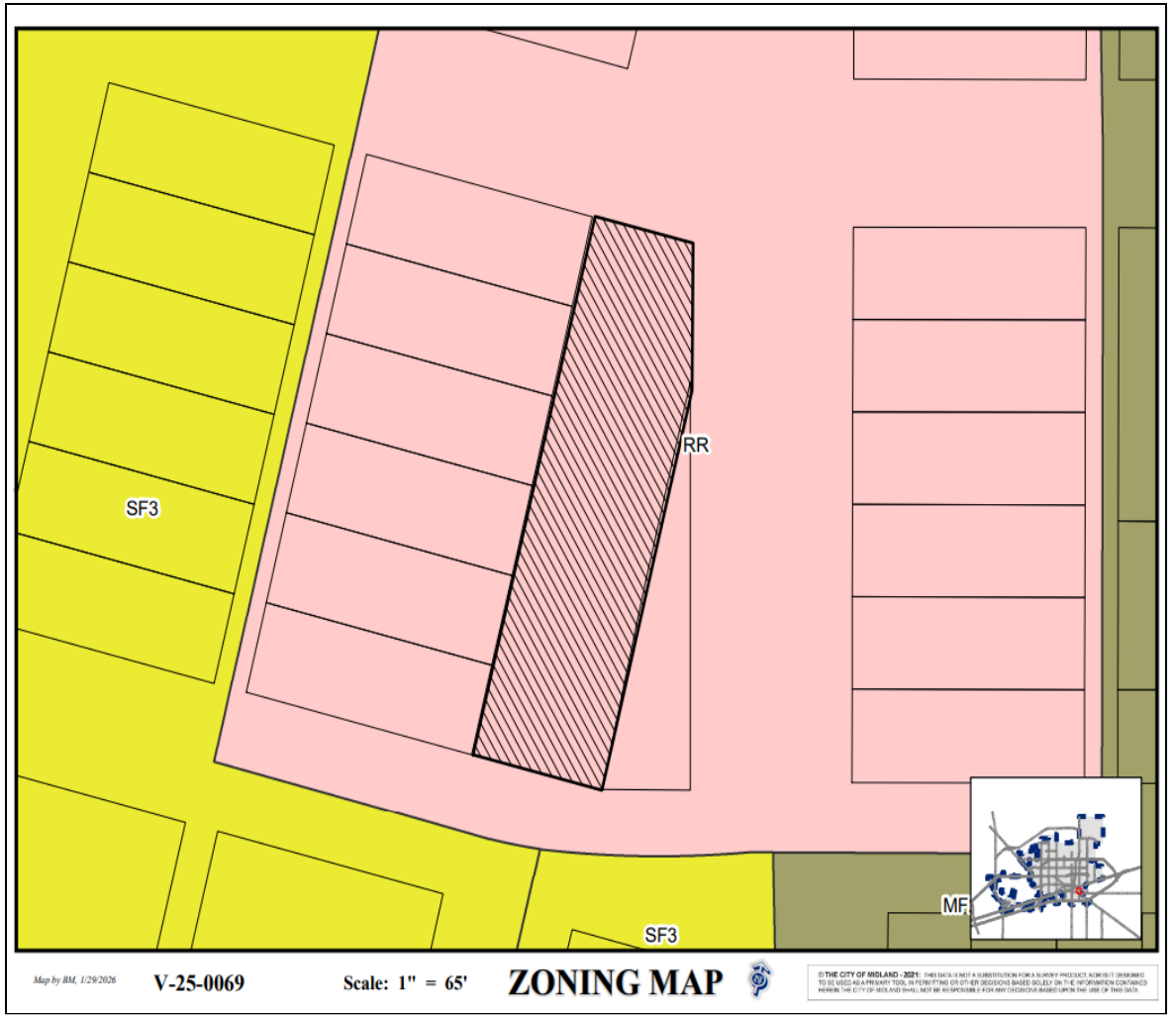
APPLICATION SUMMARY

- **Applicant/Representative:** Andrew Mellen, with Maverick Engineering
- **Location:** Generally located along South Atlanta Street, between East Washington Avenue and East New York Avenue. (Council District 2)
- **Reason for Request:** For the development of a church on unutilized right-of-way



ZONING

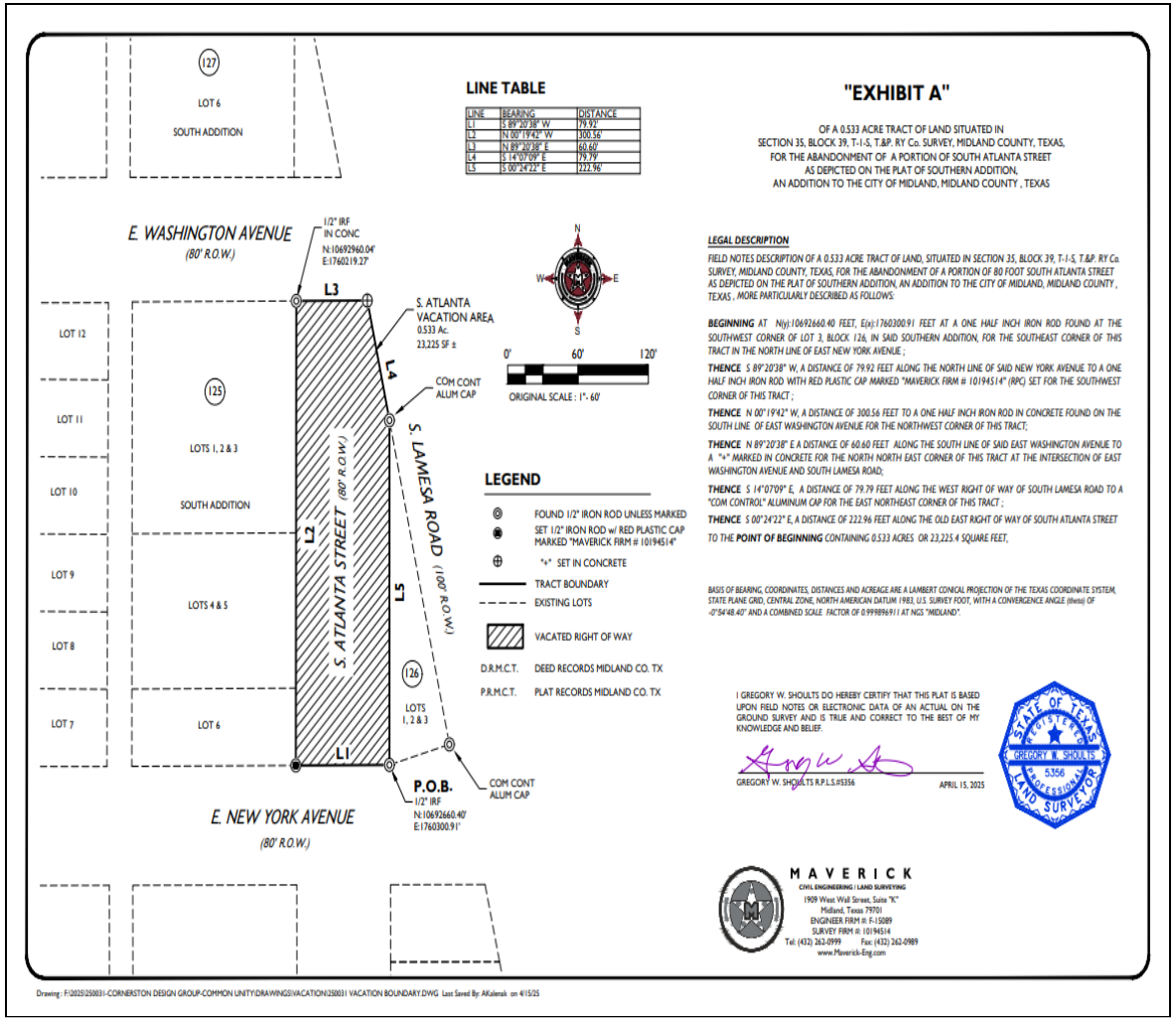
- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North/South/East/West:** RR, Regional Retail District



MIDLAND
Be the Energy!

DETAILS OF REQUEST

- **Property Owner:** City of Midland
- This portion includes 0.533-acres of undeveloped right-of-way



LAND USE

- **Current Use:** Undeveloped Right-of-Way
- **Surrounding Uses:**
  - **North/East:** Vacant Land
  - **West:** Vacant Lots, Church, and Single-Family Housing
  - **South:** Single-Family Housing

MIDLAND
Be the Energy!

On East Washington Avenue, Looking South

STAFF'S RECOMMENDATION

- Staff recommends approval of this request with the following conditions:

A. The City of Midland has received from the abutting property owner(s) the sum of $46,450.00; and

B. A replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

MISSION

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

City Council Meeting

Item Number: 20.
Meeting Date: March 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE VACATING AND ABANDONING A 0.071-ACRE PORTION OF SOUTH ATLANTA STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 4, 5, AND 6, BLOCK 127, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST WASHINGTON AVENUE AND SOUTH LAMESA ROAD) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD FEBRUARY 24, 2026)

Purpose:

Maverick Engineering, on behalf of Common Unity Church, is requesting to vacate a 0.071-acre portion of South Atlanta Street in order to develop a church on the right-of-way that is not being utilized.

Recommended Action:
Approve

Fiscal Impact:

The appraised value of the right-of-way is $6,230.00.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

The approximated area that will be vacated is 3,115 square feet (0.071-acres). The 0.071-acres is currently an unused portion of right-of-way referred to as South Atlanta Street. Vacating this right-of-way will not affect the public welfare in any manner. The property owner plans to develop a church on this portion of unused right-of-way.

The property owner will take ownership of the portion of right-of-way, along with any maintenance and upkeep.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Oil and Gas: (Approved)

No Oil & Gas issues

Building Code: (Approved)

No Objections

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed. [For Applicant's Information Only.]

Fire: (Approved)

No comments or objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comments

AT&T: (Approved)

No issues for AT&T in that area.

Atmos: (Approved)

Atmos Energy has no objection to the above-referenced changes to Atlanta Street located in the City of Midland. We currently have no active lines or facilities located within the right of way proposed to be vacated.

Astound: (Approved)

Astound is clear in this area. We approve.

Oncor: (Approved)

After reviewing the area, it does show that Oncor has active facilities in the area to be vacated. We agree to the vacation as long as the area is retained as a UE or the line is relocated (Cost would fall on the person requesting the relocation).

Optimum: (Approved)

We have an aerial plant going east and west on the poles north of New York Avenue. If the poles are not being removed, we approve.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Staff recommends approval of the vacation of a 0.071-acre, portion of South Atlanta Street subject to the following conditions.

Conditions:

A. The City of Midland has received from the abutting property owner(s) the sum of $6,230.00; and

B. A replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

Letters of Objection:

As of February 13, 2026, staff has not received any letters of objection to this request.

Attachments:

A. ORDINANCE W/EXH - V-25-0073, S Atlanta St, Blk 127, Southern Add - AMENDED
B. V-25-0073, Combined Documents
C. CC - - South Atlanta Street (North) Vacation

Rachel Guentensberger, City Secretary Created/Initiated - 2/24/2026

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.071-ACRE PORTION OF SOUTH ATLANTA STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 4, 5, AND 6, BLOCK 127, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST WASHINGTON AVENUE AND SOUTH LAMESA ROAD) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.071-acre portion of South Atlanta Street right-of-way located adjacent to Lots 4, 5, And 6, Block 127, Southern Addition, City and County of Midland, Texas, as described in Exhibit A attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, the Property is land described by Section 272.001(b) of the Texas Local Government Code; and

WHEREAS, Section 272.001(b) of the Texas Local Government Code provides that the notice and bidding requirements of Section 272.001(a) that generally apply to a political subdivision's conveyance, sale, or exchange of land or real property interests owned by the political subdivision do not apply to:

A. narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;

B. streets or alleys, owned in fee or used by easement;

C. land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;

D. land that the political subdivision wants to have developed by contract with an independent foundation;

E. a real property interest conveyed to a governmental entity that has the power of eminent domain;

F. a municipality's land that is located in a reinvestment zone designated as provided by law and that the municipality desires to have developed under a project plan adopted by the municipality for the zone; or

G. a property interest owned by a defense base development authority established under Chapter 378, Local Government Code, as added by Chapter 1221, Acts of the 76th Legislature, Regular Session, 1999; and

WHEREAS, the land and those interests described by Section 272.001(b) of the Texas Local Government Code may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple; and

WHEREAS, an application for vacating the Property has been received by the City from one or more abutting fee simple property owner(s); and

WHEREAS, the Council finds it to be in the public interest to vacate and abandon the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes; provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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:

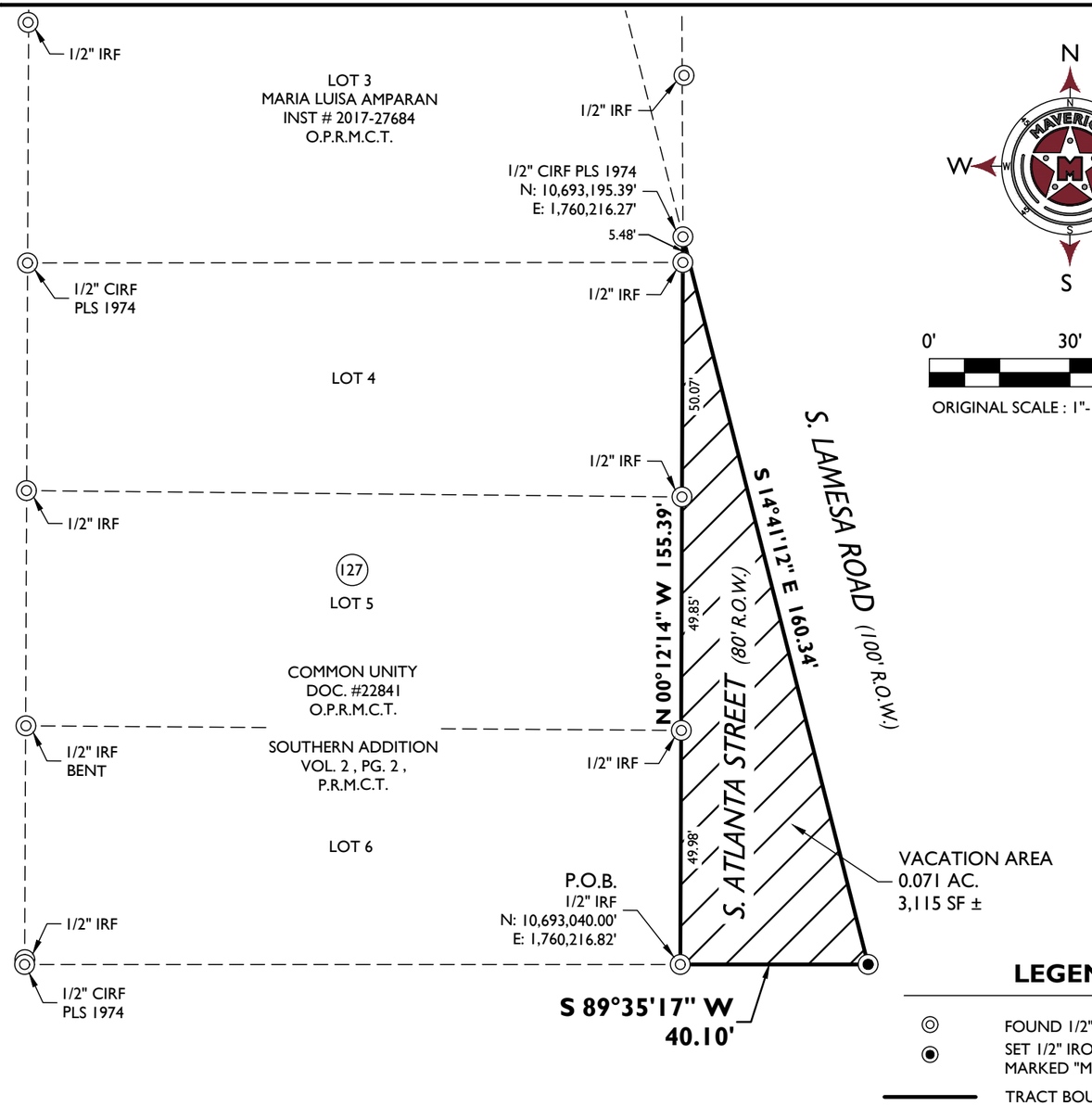
_____
Elizabeth Triggs, Planning and Development Officer

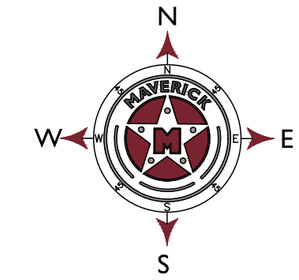
APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

"EXHIBIT A"

OF A 0.071 ACRE TRACT OF LAND SITUATED IN
SECTION 35, BLOCK 39, T-1-S, T.&P. RY Co. SURVEY, MIDLAND COUNTY, TEXAS,
FOR THE ABANDONMENT OF A PORTION OF SOUTH ATLANTA STREET
AS DEPICTED ON THE PLAT OF SOUTHERN ADDITION,
AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY , TEXAS





0' 30' 60'

ORIGINAL SCALE : 1"- 30'

LEGEND

◎	FOUND 1/2" IRON ROD UNLESS MARKED
◉	SET 1/2" IRON ROD w/ RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514"
———	TRACT BOUNDARY
– – – – –	EXISTING LOTS
▨	VACATED RIGHT OF WAY
D.R.M.C.T.	DEED RECORDS MIDLAND CO. TX
P.R.M.C.T.	PLAT RECORDS MIDLAND CO. TX
P.O.B.	POINT OF BEGINNING

LEGAL DESCRIPTION

FIELD NOTE DESCRIPTION *OF A 0.071 ACRE TRACT OF LAND SITUATED IN SECTION 35, BLOCK 39, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING FOR THE ABANDONMENT OF A PORTION OF SOUTH ATLANTA STREET AS DEPICTED ON A PLAT FOR THE SOUTHERN ADDITION AND RECORDED IN VOLUME 2 ON PAGE 2 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;*

BEGINNING *AT N.(Y):10693040.00, E.(X):1760216.82, A ONE HALF INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 127 OF SAID SOUTHERN ADDITION FOR THE SOUTHWEST CORNER HEREOF;*

THENCE *N.00°12'14"W., ALONG SAID BLOCK 127, BEING THE WEST LINE OF SAID SOUTH ATLANTA STREET, 155.39 FEET TO A ONE HALF INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "PLS 1974" FOUND ON THE SOUTHWEST RIGHT OF WAY OF LAMESA ROAD IN THE EAST LINE OF LOT 3, SAID BLOCK 127 FOR THE NORTH CORNER HEREOF;*

THENCE *S.14°41'12"E., ALONG SAID LAMESA ROAD, 160.34 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM# 10194514" SET IN THE NORTH RIGHT OF WAY LINE OF EAST WASHINGTON AVENUE FOR THE SOUTHEAST CORNER HEREOF;*

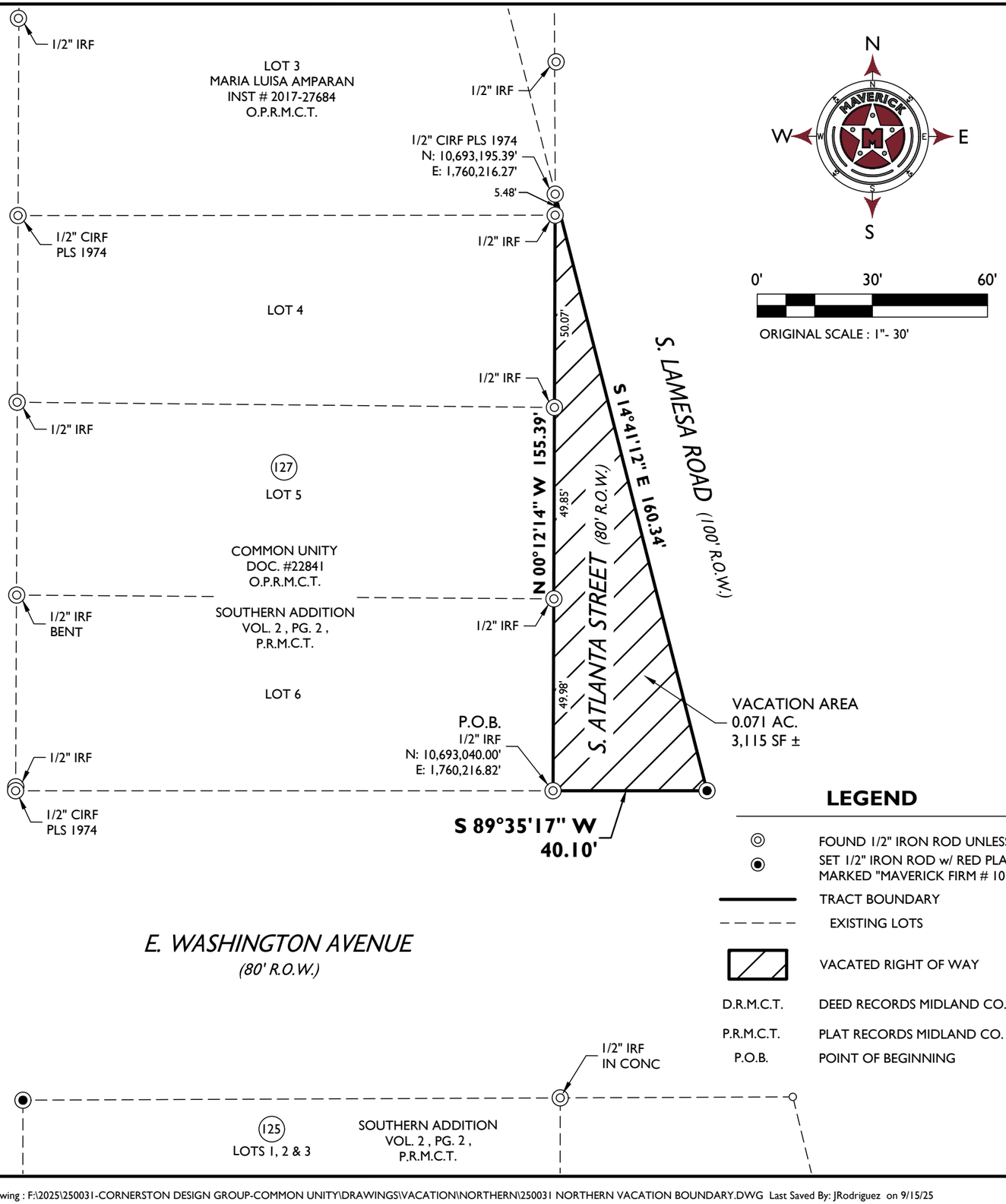
THENCE *S.89°35'17"W., ALONG SAID EAST WASHINGTON AVENUE, 40.10 FEET TO THE POINT OF BEGINNING CONTAINING 3115 SQUARE FEET OR 0.071 ACRE OF LAND.*

BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989691 1 AT NGS "MIDLAND".

I GREGORY W. SHOULTS DO HEREBY CERTIFY THAT THIS PLAT IS BASED UPON FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON THE GROUND SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GREGORY W. SHOULTS R.P.L.S.#5356 SEPTEMBER 15, 2025

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



0' 30' 60'

ORIGINAL SCALE : 1"- 30'

LEGEND

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Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

Location Map

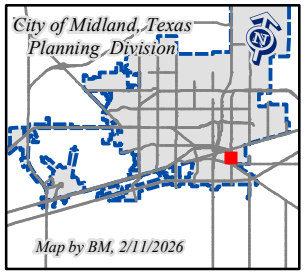
V-25-0073 **Scale: 1" = 154'**

Consider a request by Maverick Engineering, on behalf of Common Unity Church, vacating and abandoning a 0.071-acre portion of South Atlanta Street right-of-way located adjacent to Lots 4, 5, and 6, Block 127, Southern Addition, City and County of Midland, Texas.

Generally located at the northwest corner of the intersection of East Washington Avenue and South Lamesa Road. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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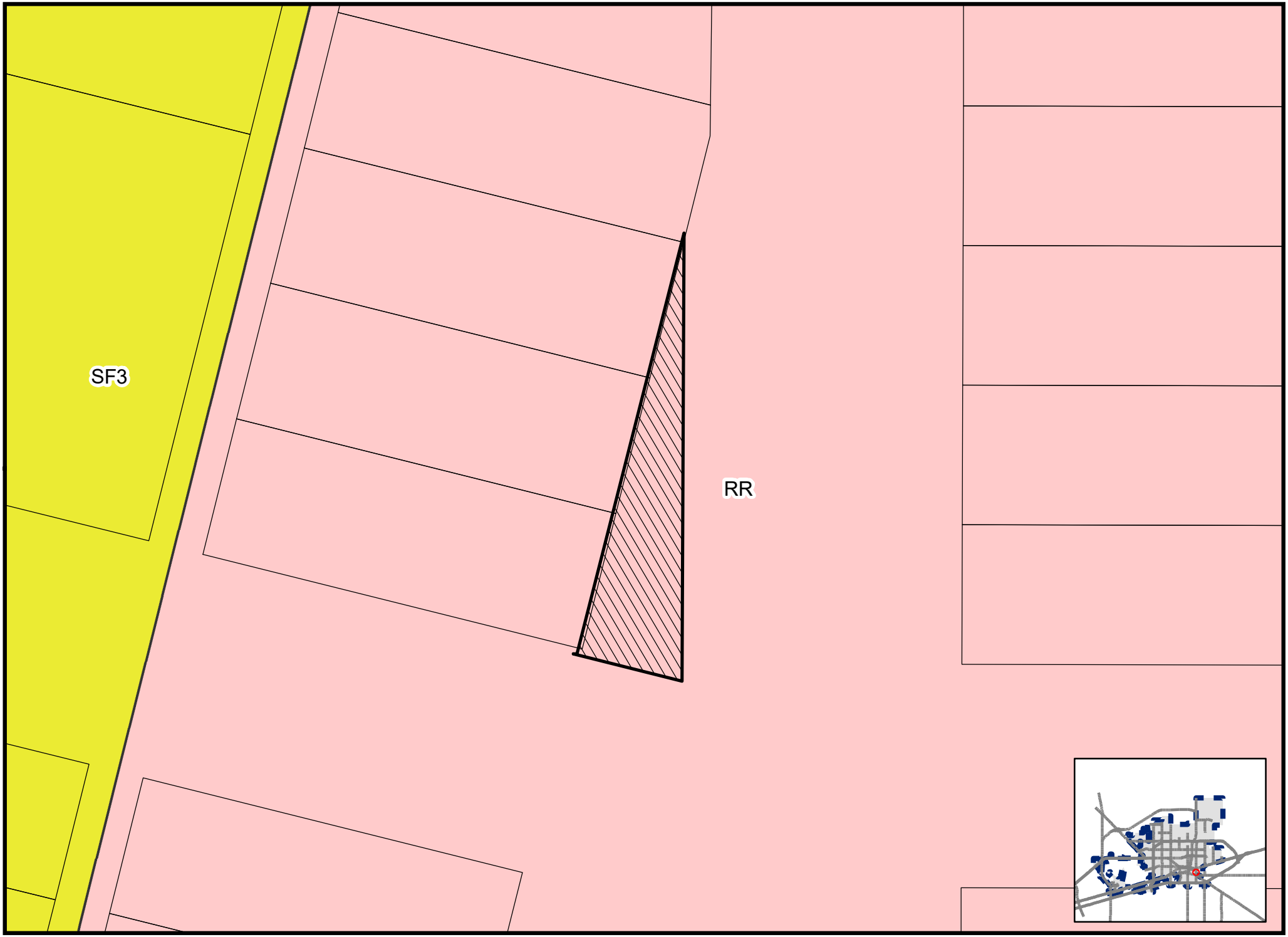
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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



Map by BM, 12/4/2025

V-25-0073

Scale: 1" = 43'

ZONING MAP

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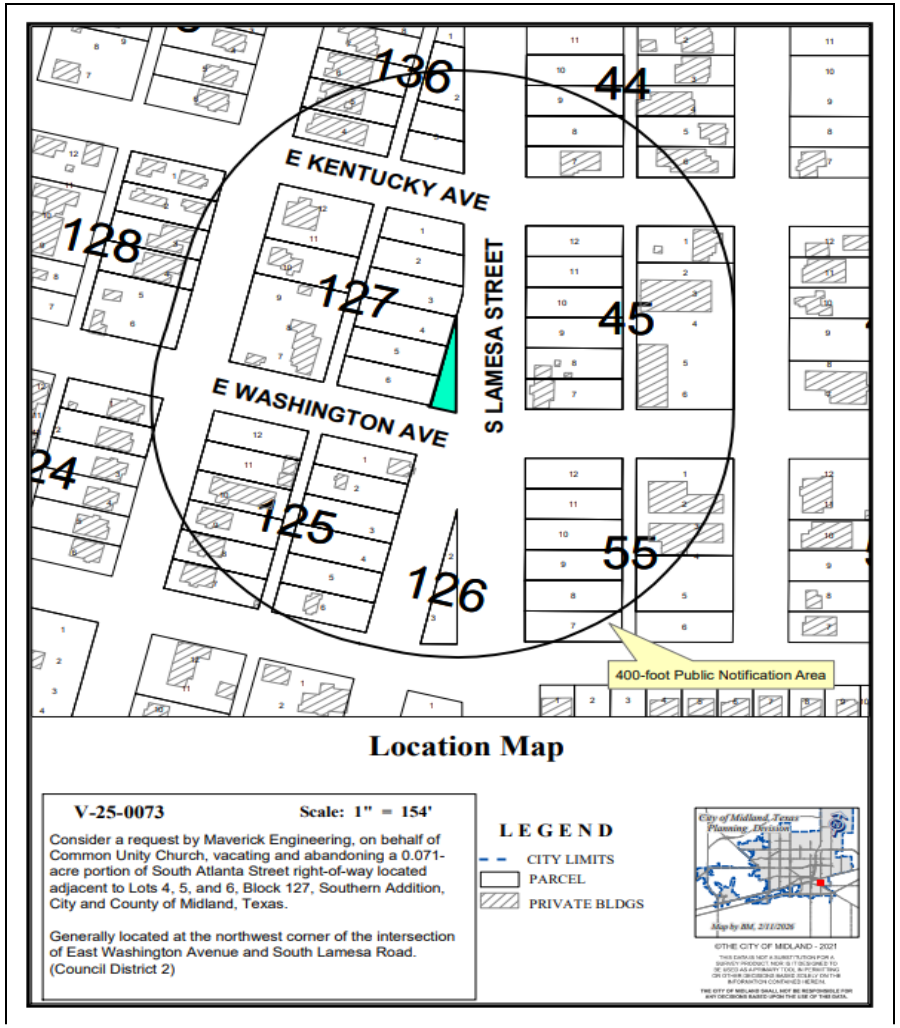
NAV

MIDLAND
Be the Energy!
VACATION
SOUTH ATLANTA STREET (NORTH)
Visit Our Website
MIDLANDTEXAS.GOV

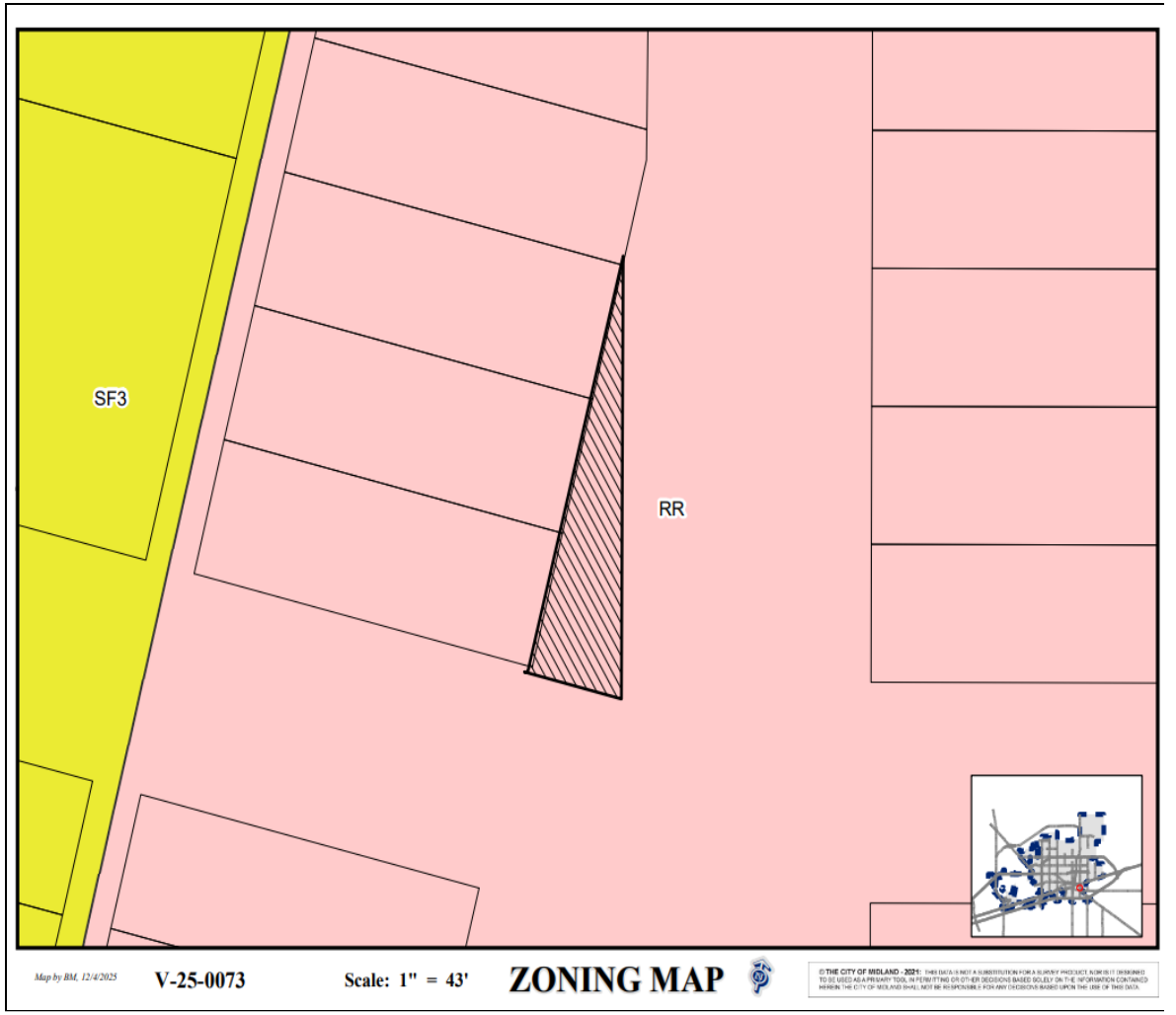
APPLICATION SUMMARY

- **Applicant/Representative:** Andrew Mellen, with Maverick Engineering
- **Location:** Generally located at the northwest corner of the intersection of East Washington Avenue and South Lamesa Road. (Council District 2)
- **Reason for Request:** For the development of a church on unutilized right-of-way



ZONING

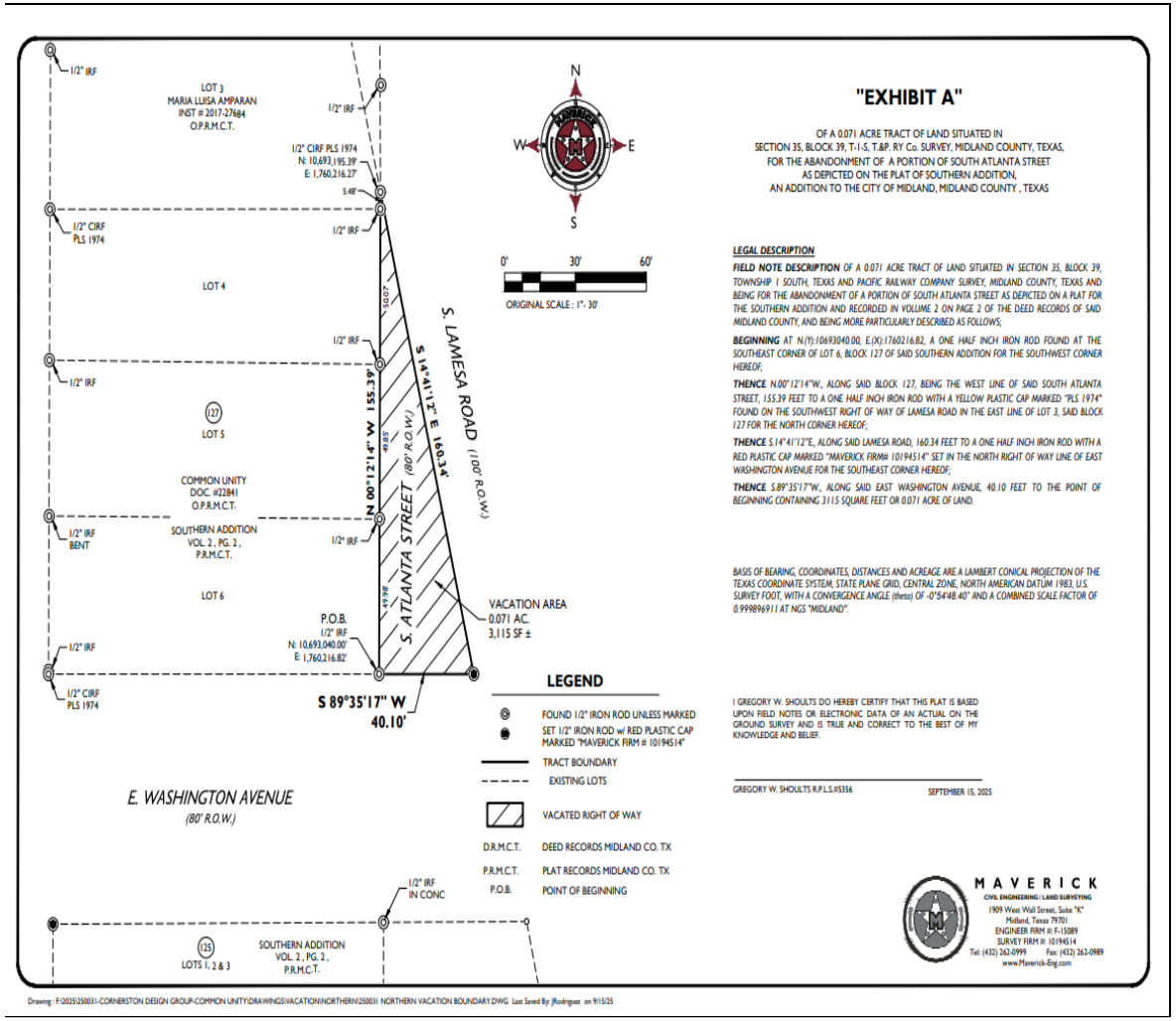
- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North/South/East/West:** RR, Regional Retail District



MIDLAND
Be the Energy!

DETAILS OF REQUEST

- **Property Owner:** City of Midland
- This portion includes 0.071-acres of undeveloped right-of-way



LAND USE

- **Current Use:** Undeveloped Right-of-Way
- **Surrounding Uses:**
  - **North:** Vacant Land
  - **East/West:** Single-Family Housing
  - **South:** Church and Vacant Land

On East Washington Avenue, Looking North

MIDLAND
Be the Energy!

STAFF'S RECOMMENDATION

- Staff recommends approval of this request with the following conditions:

A. The City of Midland has received from the abutting property owner(s) the sum of $6,230.00; and

B. A replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

MISSION

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

City Council Meeting

Item Number: 21.
Meeting Date: March 24, 2026
To: City Council
From: Lori Elliott, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1 AND THE EAST HALF OF LOT 2, BLOCK 25, HIGH SCHOOL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST CUTHBERT AVENUE AND NORTH B STREET), 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 FEBRUARY 24, 2026)

Purpose:
Maverick Engineering, on behalf of Bradley Edgar 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 width for the property at 901 West Cuthbert Avenue, in order to align with current property lines.

Recommended Action:
Approved

Fiscal Impact:
No City funds are required to process this request.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
The subject property is zoned SF-1, Single- Family Dwelling District. However, per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum lot width for a corner lot such as the subject property is 85 feet for SF-1. Several neighboring corner lots in the same zoning district enjoy the privileges of a lot width less than the current minimum. Approval would be in keeping with the neighborhood

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, planning/zoning requirements, established setbacks, Health department regulations, 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 objection. [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 entirely within Zone AH, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood. An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation certificate based off of finish construction will be required for the Certificate of Occupancy. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Approved)

In addition to this Special Exception request, the applicant is replatting the property to correct lot lines.

Staff recommends approval of this request, subject to the following sonditions

Condition:

A. That a lot located on the Property shall have a minimum lot width of 74.97 feet.

B. That said special exception shall be of no force or effect unless and until the Property is replatted into one lot.

Letters of Objection:

Staff has not received any letters of objection as of February 13, 2026.

Attachments:

Application

Maps
Aerial
Site Photo
PowerPoint Presentation

Attachments:
A. ORDINANCE - E-26-0154
B. E-26-0154, Combined Docs
C. CC - - 901 W Cuthbert Ave Special Exception

Rachel Guentensberger, City Secretary Created/Initiated - 2/24/2026

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1 AND THE EAST HALF OF LOT 2, BLOCK 25, HIGH SCHOOL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST CUTHBERT AVENUE AND NORTH B STREET), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lot 1 and the east half of Lot 2, Block 25, High School Addition, City and

County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum lot width.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That a lot located on the Property shall have a minimum lot width of 74.97 feet.

B. That said special exception shall be of no force or effect unless and until the Property is replatted into one lot.

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., 2026; 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:

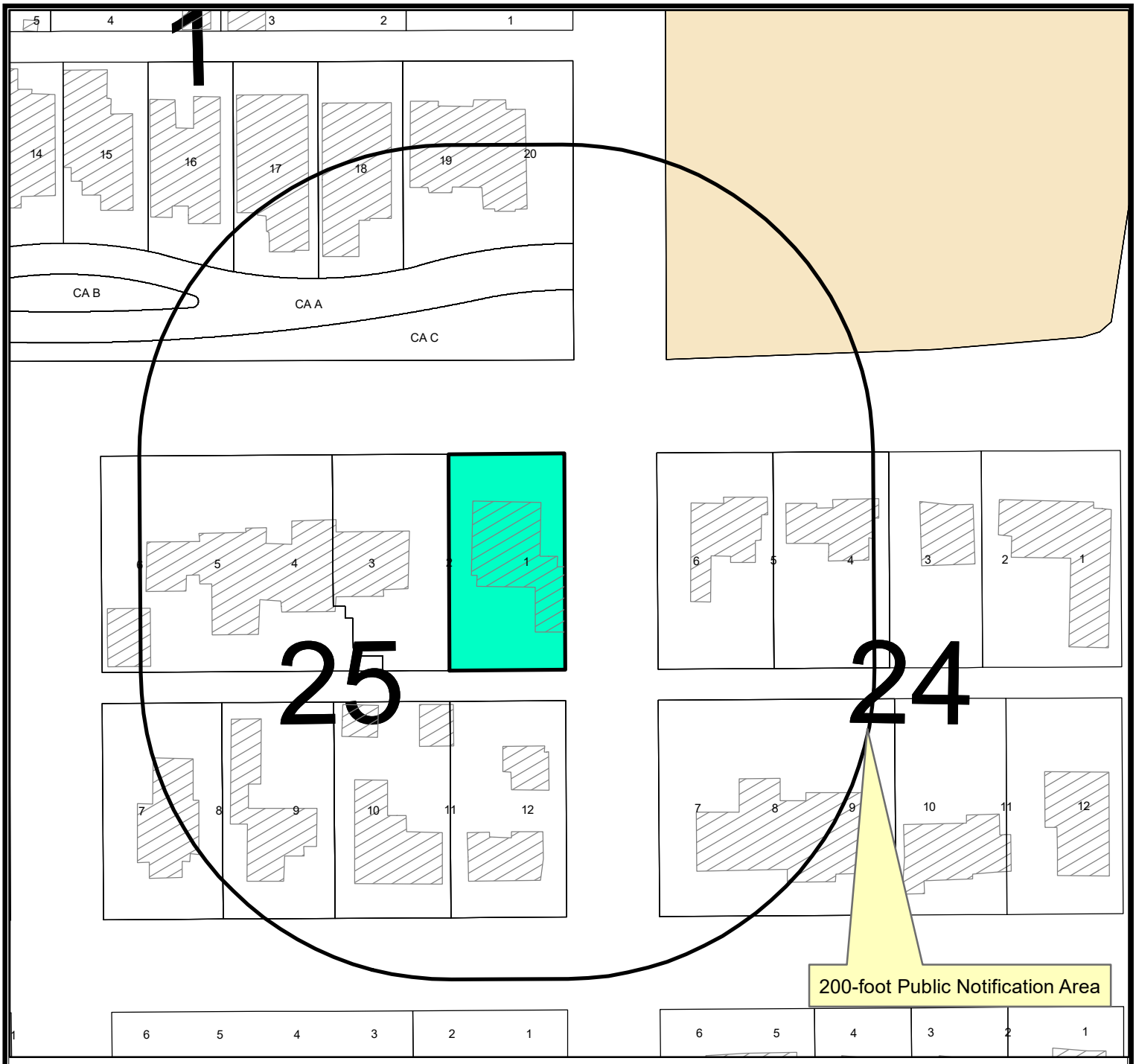
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



Location Map

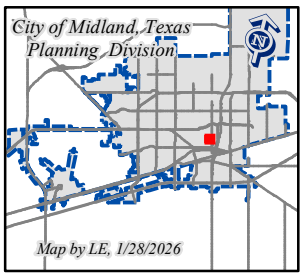
E-26-0154 **Scale: 1" = 600'**

Consider a request by Maverick Engineering, on behalf of Bradley Edgar, 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 width for all of Lot 1 and the east half of Lot 2, Block 25, High School Addition, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of West Cuthbert Avenue and North B Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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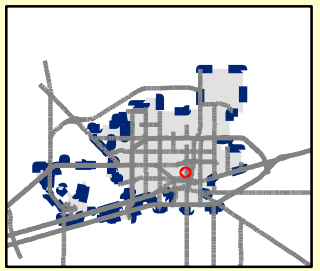
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

PD

SF1



Map by LE, 1/28/2026

E-26-0154

Scale: 1" = 300'

ZONING MAP

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25
24

901

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SPECIAL EXCEPTION
901 WEST CUTHBERT AVENUE
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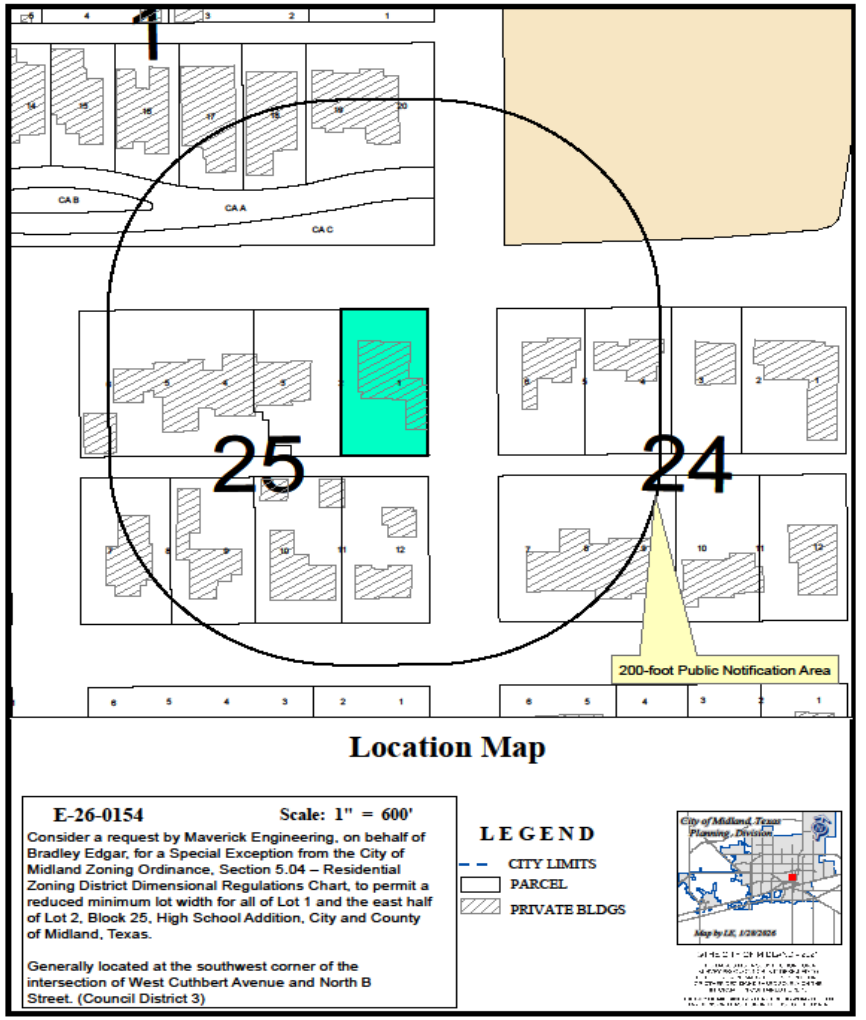
MIDLANDTEXAS.GOV

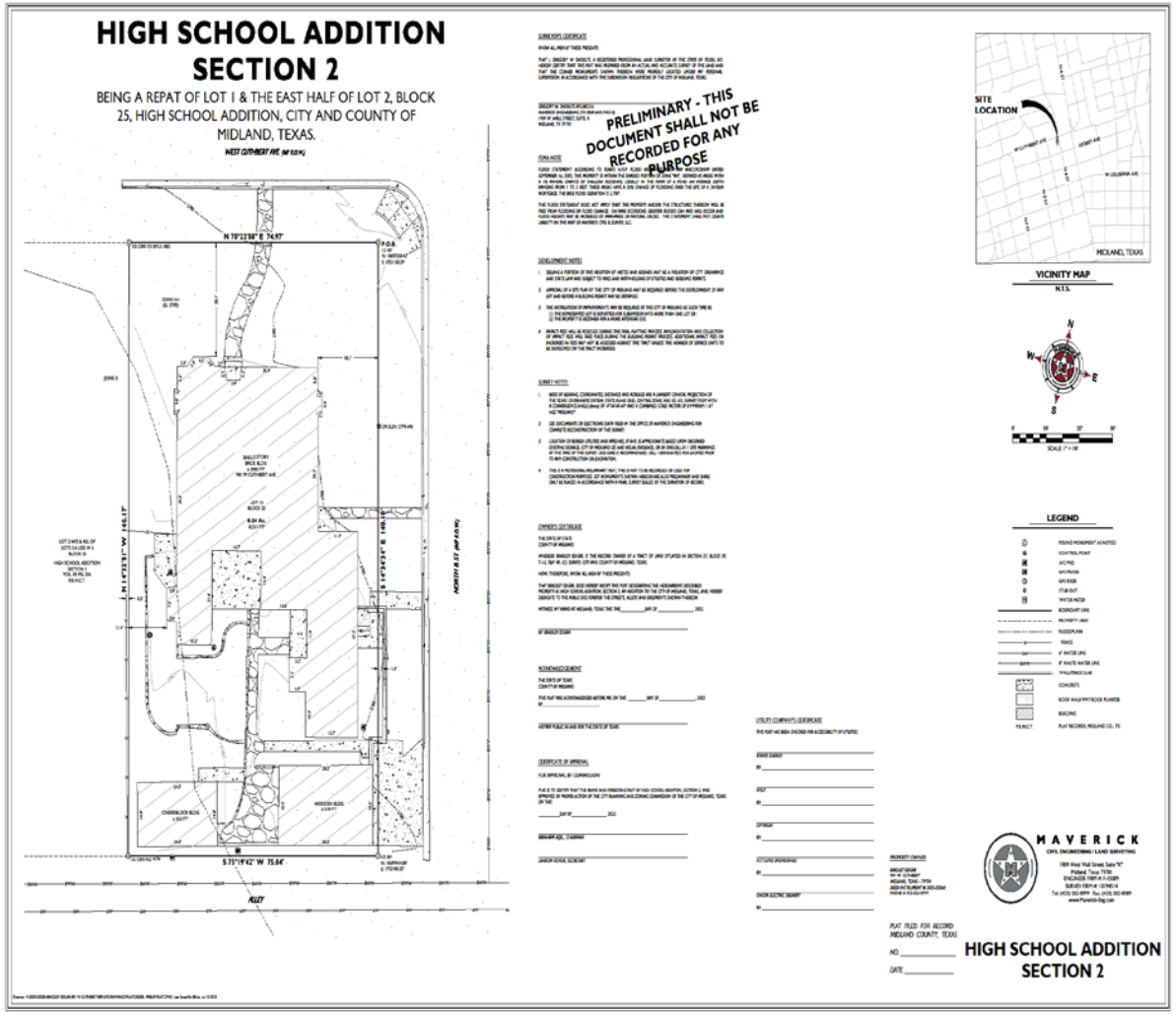
APPLICATION SUMMARY

- **Applicant/Property Owner:** Bradley Edgar
- **Representative:** Ashlee Devine, with Maverick Engineering
- **Location:** 901 West Cuthbert Avenue
- **Reason for Request:** to align with current property lines, as lot was existing non-conforming with a reduced width



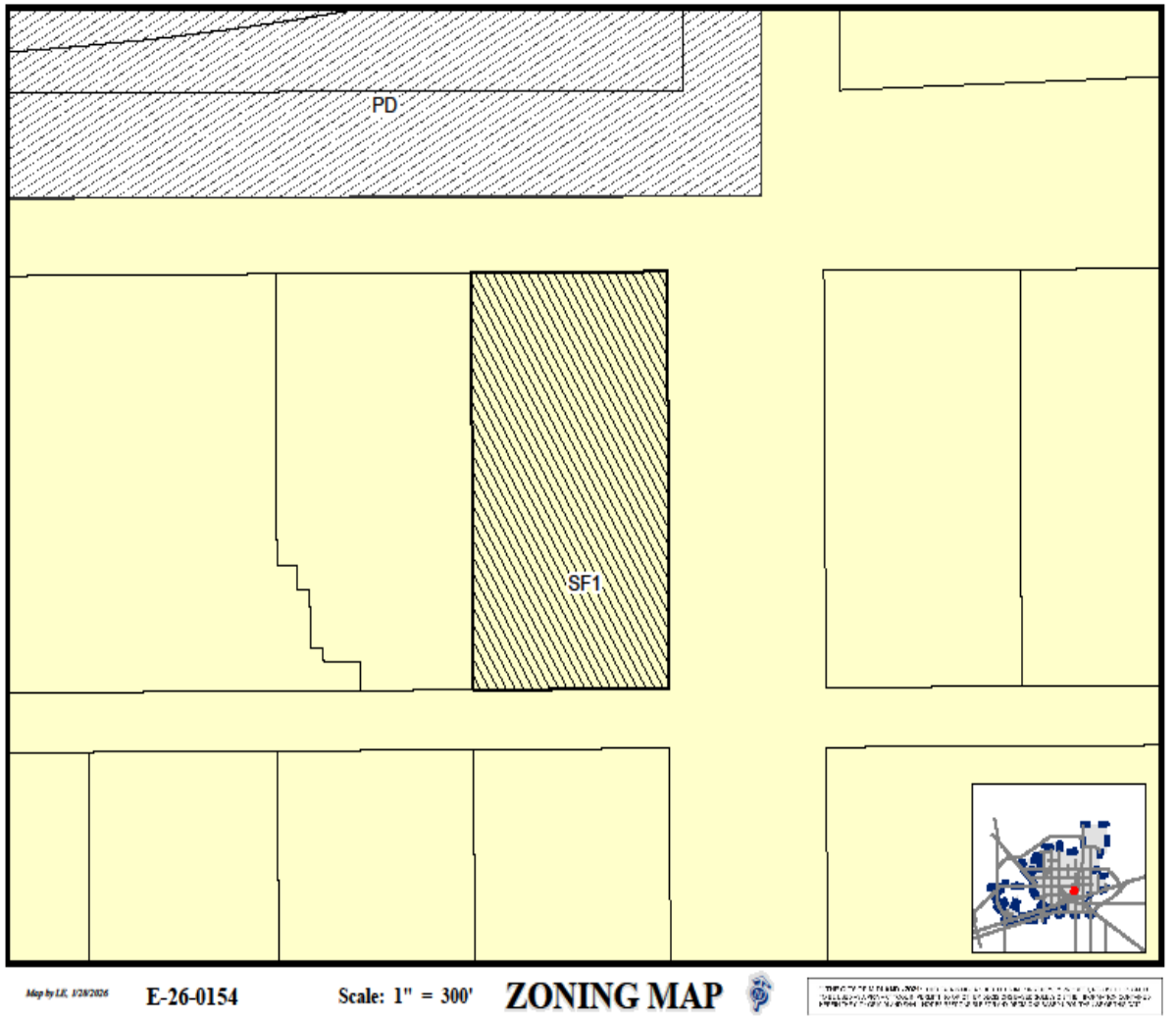
DETAILS OF REQUEST

- **Code Requirement:** per Section 5.04-Residential Zoning District Dimensional Regulations Chart, the minimum lot width for a corner lot is 85 feet
- **Variance Requested:** applicant is requesting to reduce the minimum lot width to 74.97 feet



ZONING

- **Current Zoning:** SF-1, Single-Family Dwelling District
- **Surrounding Zoning:**
  - **North:** PD, Planned Development District for a Housing Development
  - **South/East/West:** SF-1, Single-Family Dwelling District



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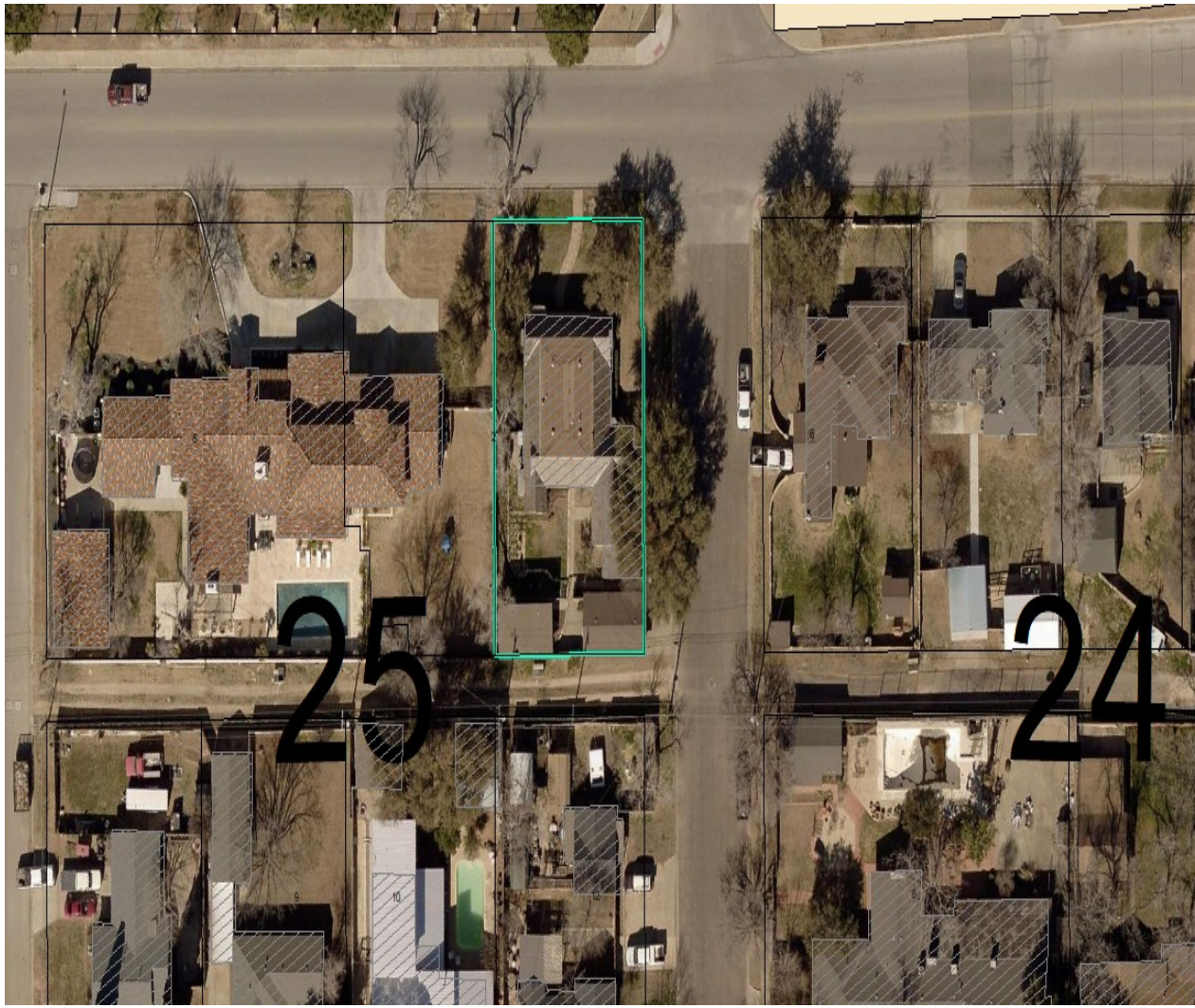
LAND USE

- **Current Use:** Single family home
- **Surrounding Uses:**
  - **North/South/East/West:** Single family residences
- **Proposed Use:** Single family home



MIDLAND
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On West Cuthbert Avenue, Looking South

MIDLAND
Be the Energy!

RELATED ITEMS

- In addition to this Special Exception request, the applicant is currently in the process of replatting the property to correct the property's lot lines.
- Multiple neighboring properties are benefitting from similar reduced minimum lot widths.

STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That a lot located on the Property shall have a minimum lot width of 74.97 feet.

B. That said special exception shall be of no force or effect unless and until the Property is replatted into one lot.

MISSION

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

City Council Meeting

Item Number: 22.
Meeting Date: March 24, 2026
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 A 15,061-SQUARE-FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 24, 2026)**

Purpose:
Amber Davis, on behalf of Summit Center LLC., is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption in a restaurant called Cork & Pickle located at 3200 Mockingbird Lane.

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 PD, Planned District for Housing Development and is the location of apartments. The properties to the east are zoned O-1, Office District and are the locations of a vacant property and a medical lodge. The properties to the south are zoned PD, Planned District for Housing Development and are the location of residences. The properties to the west are zoned RR, Regional Retail District, in part, and AE, Agricultural Estate District, in part. One of the properties is vacant and the other is the location of an oil well.
Analysis:

The property is zoned RR, Regional Retail District. The RR zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a restaurant with the approval of an SUD. The property does not have an existing SUD but they have recently received their building permit. Per the approved plans, the site will have adequate parking and circulation. The total area of the restaurant is 15,061 square feet and the proposed alcohol serviceable area is 4,314 square feet.
.

The proposed days and hours of operation are:

Monday through Thursday 11 a.m. to 10 p.m.
Friday 11 a.m. to 11 p.m.
Saturday 10 a.m. to 11 a.m.
Sunday 10 a.m. to 9 p.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Thursday 11 a.m. to 10 p.m.
Friday 11 a.m. to 11 p.m.
Saturday 10 a.m. to 11 a.m.
Sunday 10 a.m. to 9 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property 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 objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD for Cork and Pickle is acceptable. The property must adhere to the maximum occupant load of 287 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code. This is a shared seating area that has a higher occupant count due to multiple tenants utilizing the space

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Cork & Pickle is an establishment that will provide Midland residents with a unique social gathering experience. Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,314 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:
Monday through Thursday 11 a.m. to 10 p.m. Friday 11 a.m. to 11 p.m. Saturday 10 a.m. to 11 a.m. Sunday 10 a.m. to 9 p.m.

D.. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance

As of February 13, 2026 staff has not received any letters of objections

Attachments:

A. ORDINANCE W EXH - SUD-26-0218.Cork & Pickle - Alcohol Sales Ord w Exh
B. SUD-26-0218, Alcohol SUD with Term Cork & Pickle
C. SUD-26-0218, Combined Docs

Rachel Guentensberger, City Secretary Created/Initiated - 2/24/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 15,061-SQUARE-FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 15,061-square-foot portion of Lot 3A, Block 3, Mayfield Place, Section 8, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,314 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Thursday from 11:00 a.m. to 10:00 p.m.;
Friday from 11:00 a.m. to 11:00 p.m.;
Saturday from 10:00 a.m. to 11:00 p.m.; and
Sunday from 10:00 a.m. to 9:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

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., 2026; 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:

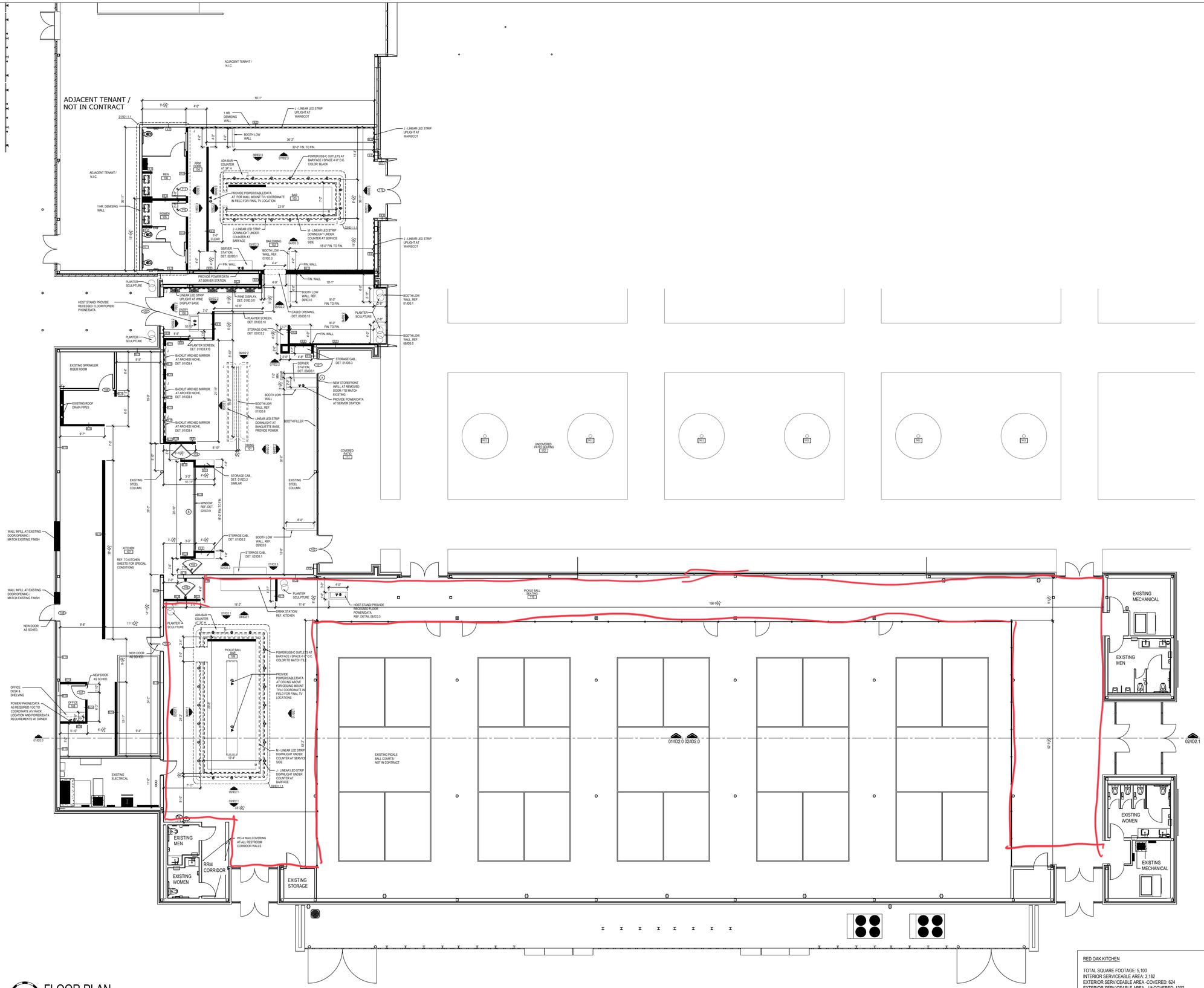
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



01 FLOOR PLAN
SCALE: 1/8"=1'-0"

EXHIBIT A

RED OAK KITCHEN

TOTAL SQUARE FOOTAGE: 5,100
INTERIOR SERVICEABLE AREA: 3,182
EXTERIOR SERVICEABLE AREA -COVERED: 624
EXTERIOR SERVICEABLE AREA - UNCOVERED: 1392

CORK AND PICKLE

TOTAL SQUARE FOOTAGE: 15,061
SERVICEABLE AREA: 4,313

COHESIVE DESIGN GROUP

9610 VINEWOOD
DALLAS, TX 75228
PH: 214.507.9610

SHEET TITLE
DIMENSION FLOOR PLAN

RED OAK KITCHEN
222 W. LAS COLINAS BLVD,
SUITE 1650E
IRVING, TX 75039

RED OAK KITCHEN / CORK & PICKLE
SUMMIT CENTER
3200 MOCKINGBIRD LANE
BLDG 6, SUITES 101 & 102
MIDLAND, TX 79705

ISSUE BLOCK	
IFP	11.04.2025
REV 1	1.02.2026

PROJECT NO: 2024-ROK
DRAWN BY: M.Q.
CHECKED BY: M.B.

STIPULATION FOR REUSE

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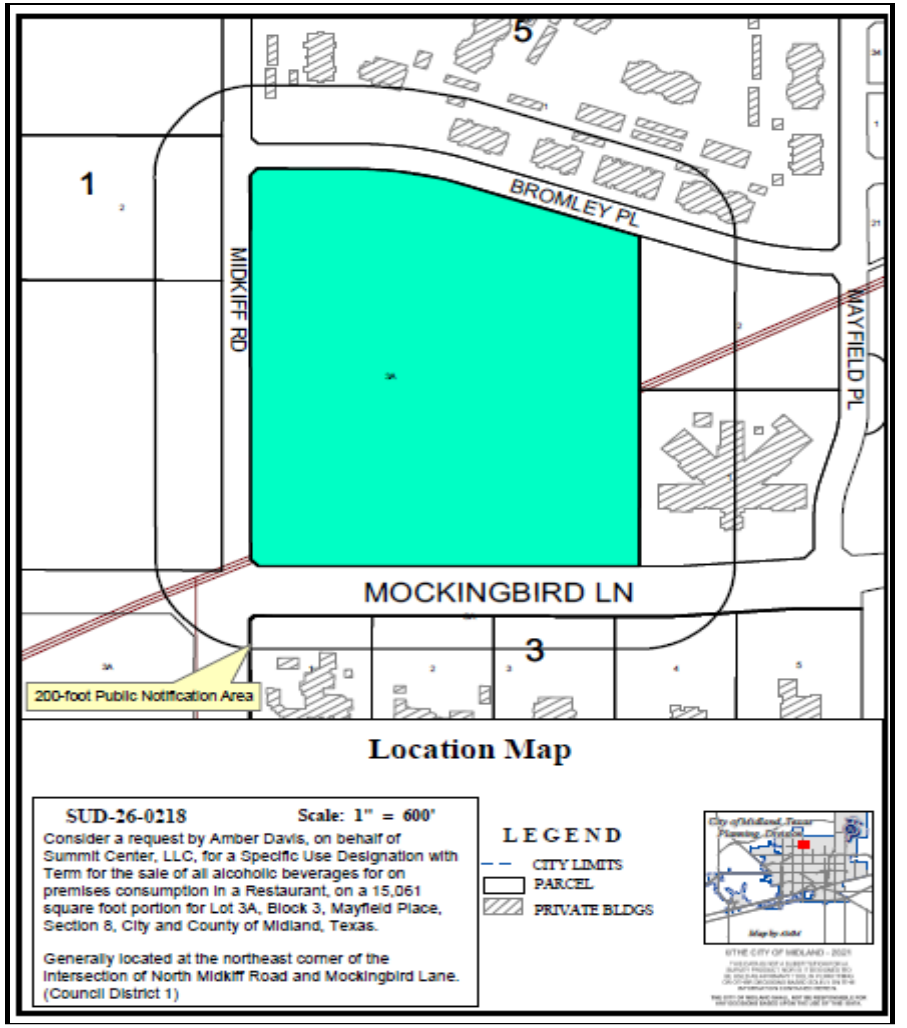
REGISTERED INTERIOR DESIGNER
MICHELLE BARRON
10231
STATE OF TEXAS
11.04.2025

SHEET NUMBER
ID1.1

MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
CORK & PICKLE
Visit Our Website
MIDLANDTEXAS.GOV

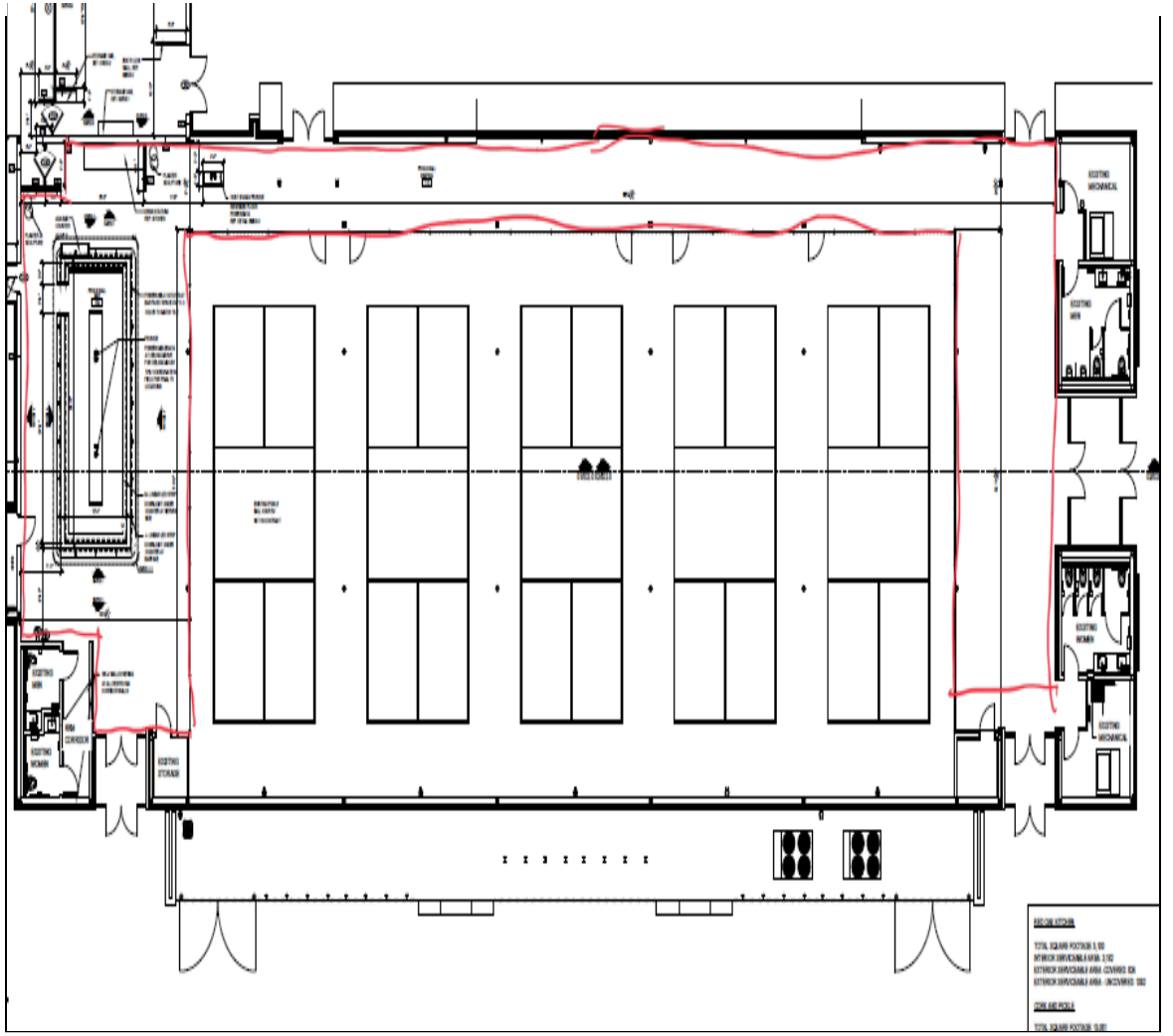
APPLICATION SUMMARY

- **Applicant:** Amber Davis
- **Property Owner:** Summit Center, LLC
- **Location:** 3200 Mockingbird Lane (Council District 1)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a restaurant/bar.



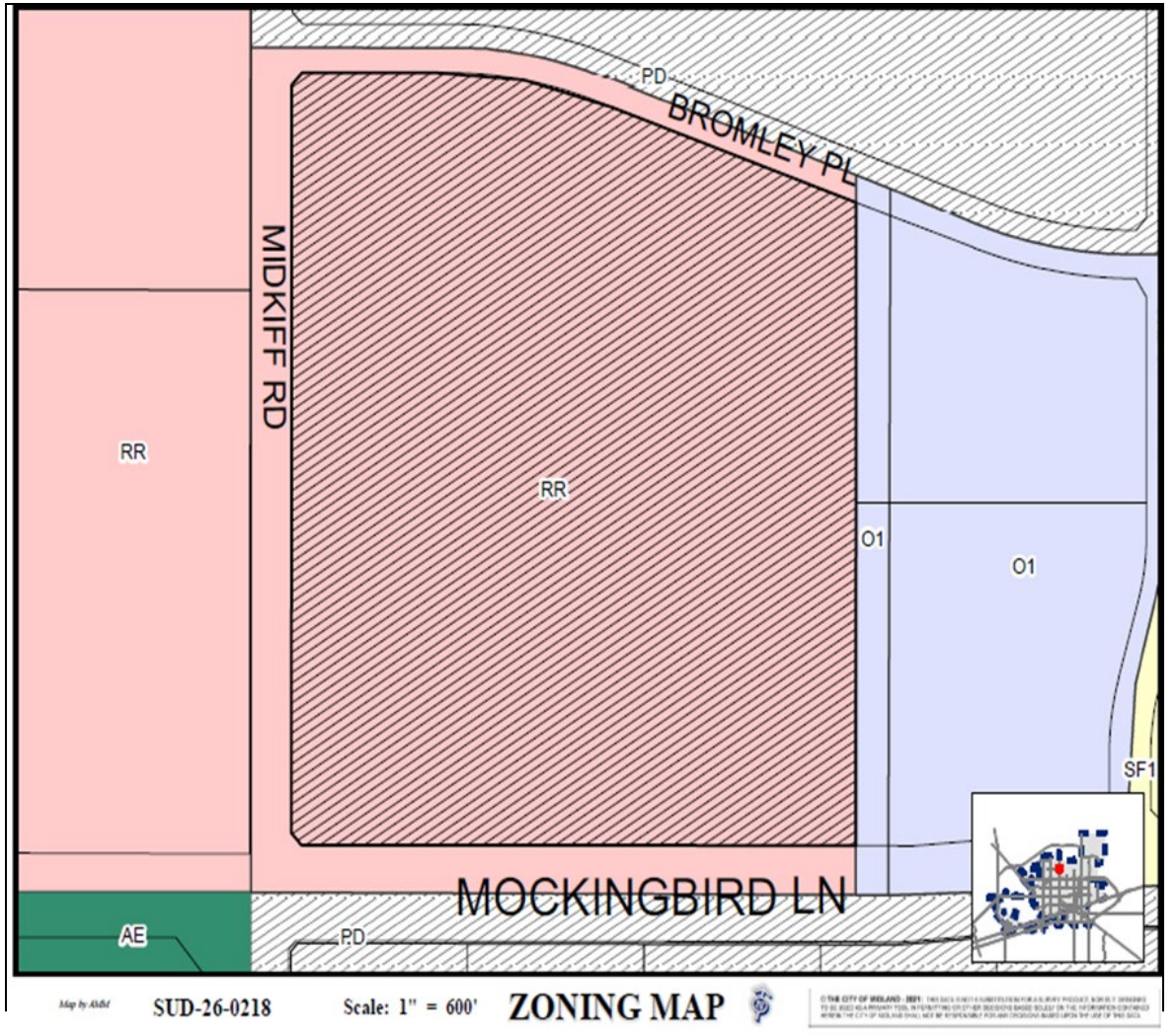
DETAILS OF REQUEST

- **For a new restaurant and bar area.**
- **Area of Business:** 15,601 SF
- **Serviceable Area:** 4,314 SF
- **Hours of Operation and Alcohol:** Monday through Thursday 11:00 a.m. to 10:00 p.m.; Friday 11:00 a.m. to 11:00 p.m.; Saturday 10:00 a.m. to 11:00 p.m.; Sunday 10:00 a.m. to 9:00 p.m.



ZONING

- **Current Zoning**: RR, Regional Retail District
- **Surrounding Zoning:**
  - **South and North:** PD, Planned District for a Housing Development
  - **West:** O-1, Office District
  - **East:** RR, Regional Retail District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND
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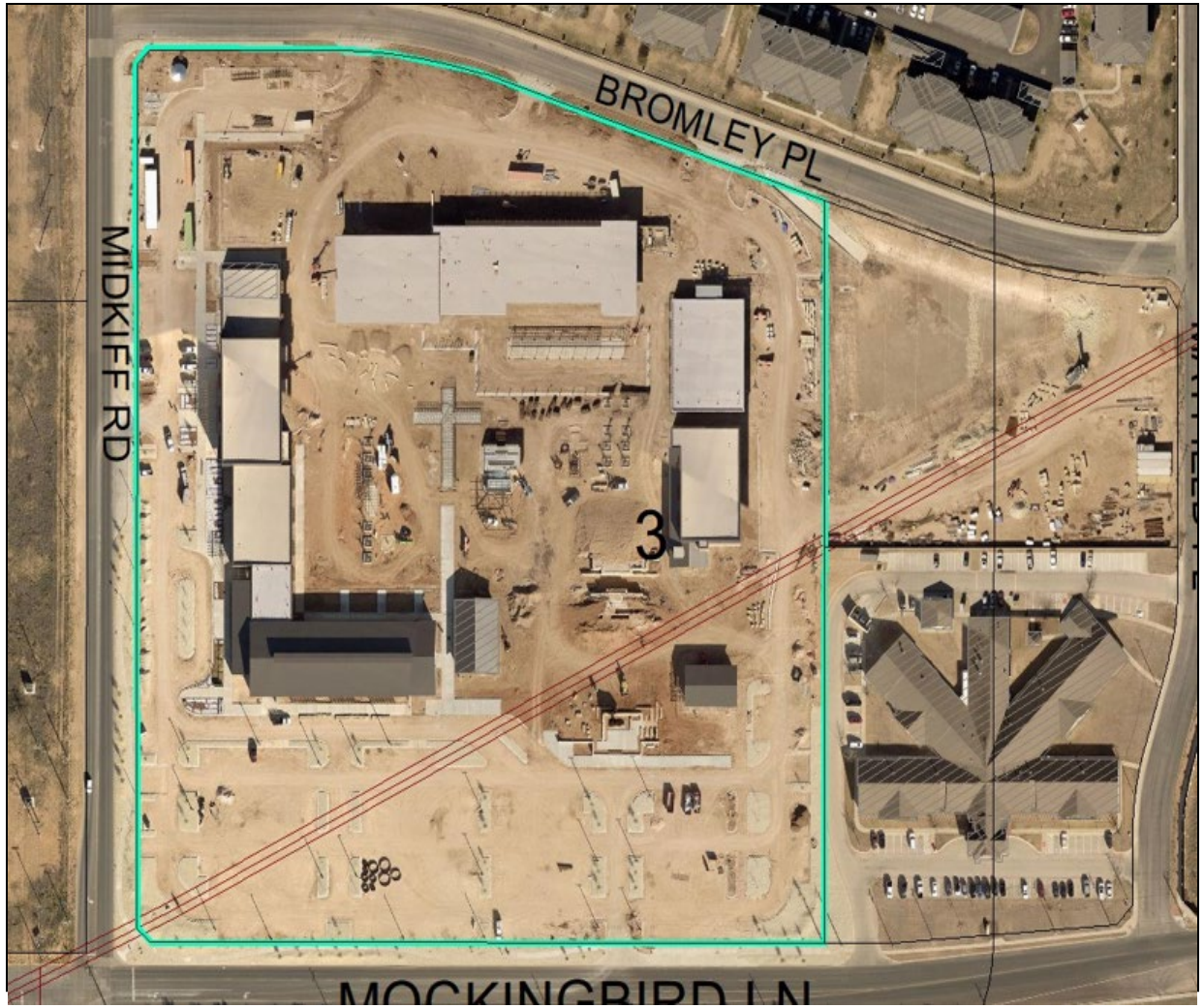
LAND USE

- **Current Use:** Restaurants, Outdoor Amusement, Retail Stores and Shops
- **Surrounding Uses:**
  - **North:** Apartment Complex
  - **West and East:** Vacant Land
  - **South:** Single-Family Housing
- **Proposed Use:** Restaurant and Bar



MIDLAND
Be the Energy!

On Mockingbird Lane, Looking Northwest

6

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.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,314 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 Thursday from 11:00 a.m. to 10:00 p.m. Friday 11:00 a.m. to 11:00 p.m. Saturday 10:00 a.m. to 11 p.m. Sunday from 10 a.m. to 9:00 p.m.

STAFF'S RECOMMENDATION

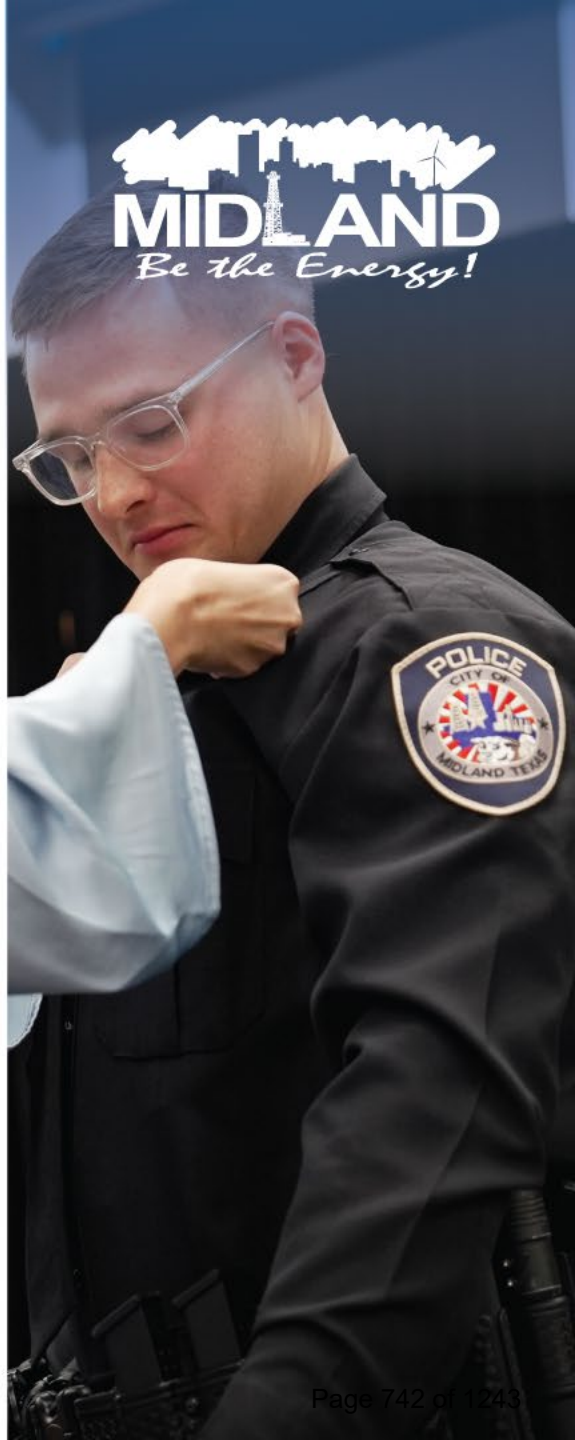
D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

STAFF'S RECOMMENDATION

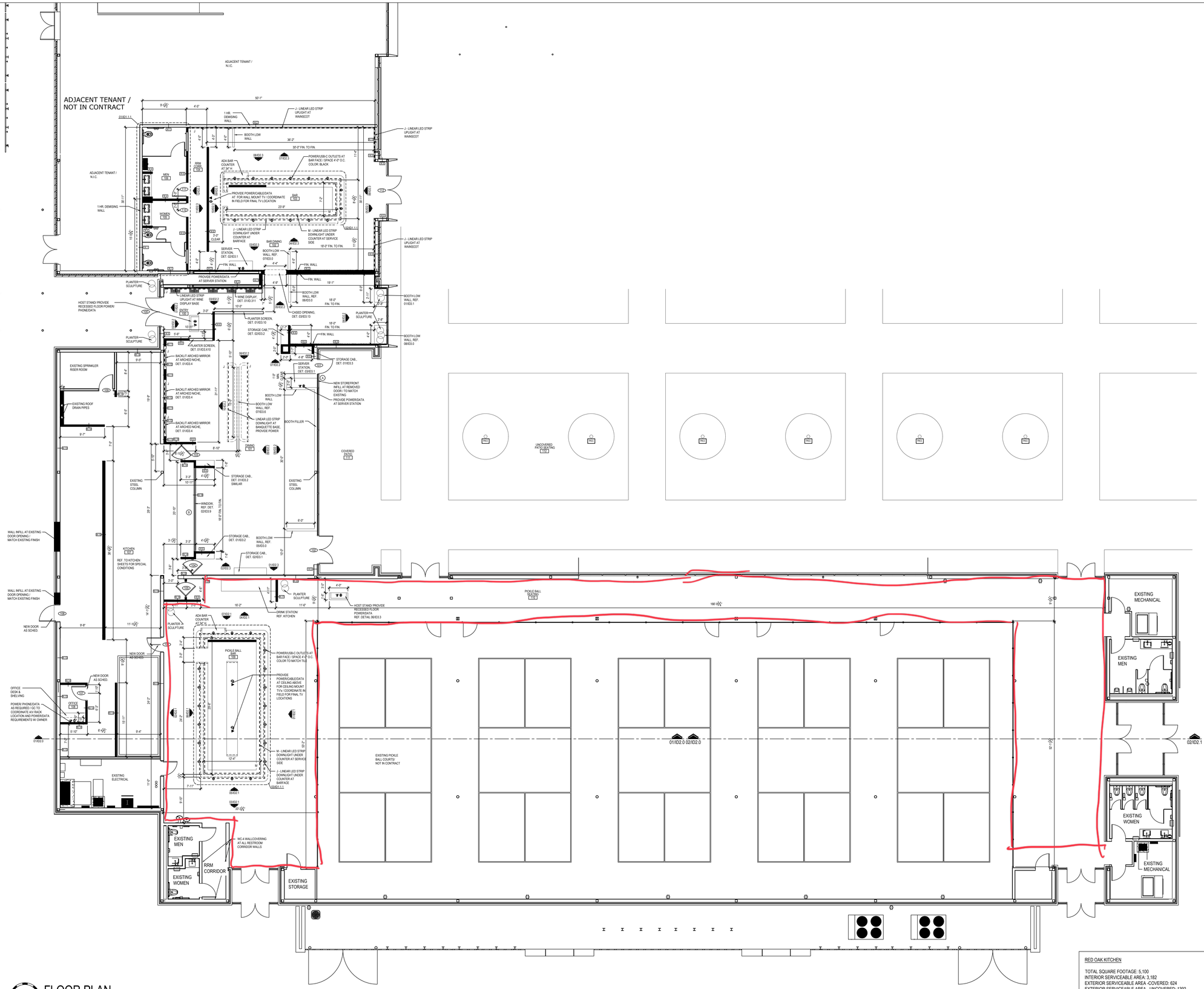
F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

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.



01 FLOOR PLAN
SCALE: 1/8"=1'-0"

RED OAK KITCHEN

TOTAL SQUARE FOOTAGE: 5,100
INTERIOR SERVICEABLE AREA: 3,182
EXTERIOR SERVICEABLE AREA -COVERED: 624
EXTERIOR SERVICEABLE AREA - UNCOVERED: 1392

CORK AND PICKLE

TOTAL SQUARE FOOTAGE: 15,061
SERVICEABLE AREA: 4,313

COHESIVE DESIGN GROUP

9610 VINEWOOD
DALLAS, TX 75228
PH: 214.507.9610

SHEET TITLE

DIMENSION FLOOR PLAN

RED OAK KITCHEN
222 W. LAS COLINAS BLVD,
SUITE 1650E
IRVING, TX 75039

RED OAK KITCHEN / CORK & PICKLE
SUMMIT CENTER
3200 MOCKINGBIRD LANE
BLDG 6, SUITES 101 & 102
MIDLAND, TX 79705

ISSUE BLOCK

IFP	11.04.2025
REV 1	1.02.2026

PROJECT NO: 2024-ROK
DRAWN BY: M.Q.
CHECKED BY: M.B.

STIPULATION FOR REUSE

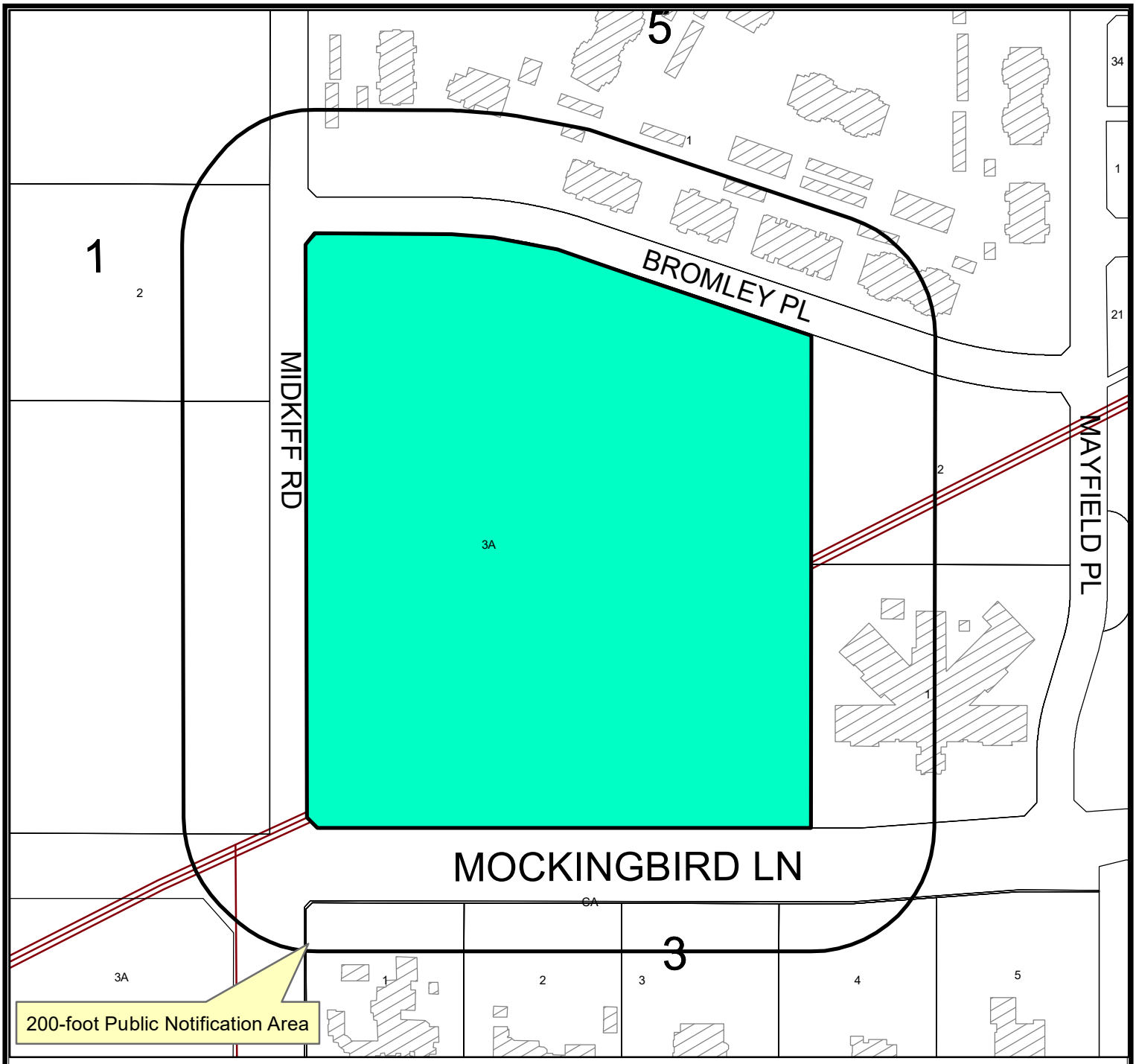
THIS DRAWING WAS PREPARED FOR USE ON THE SPECIFIED SITE AND DATE STATED HEREON AND IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OR PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

REGISTERED INTERIOR DESIGNER
MICHELLE BARRON
10231
STATE OF TEXAS

11.04.2025

SHEET NUMBER

ID1.1



Location Map

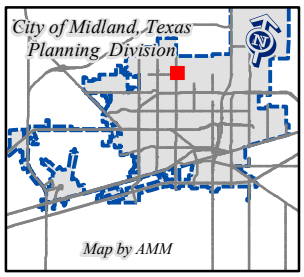
SUD-26-0218 **Scale: 1" = 600'**

Consider a request by Amber Davis, on behalf of Summit Center, LLC, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption in a Restaurant, on a 15,061 square foot portion for Lot 3A, Block 3, Mayfield Place, Section 8, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of North Midkiff Road and Mockingbird Lane. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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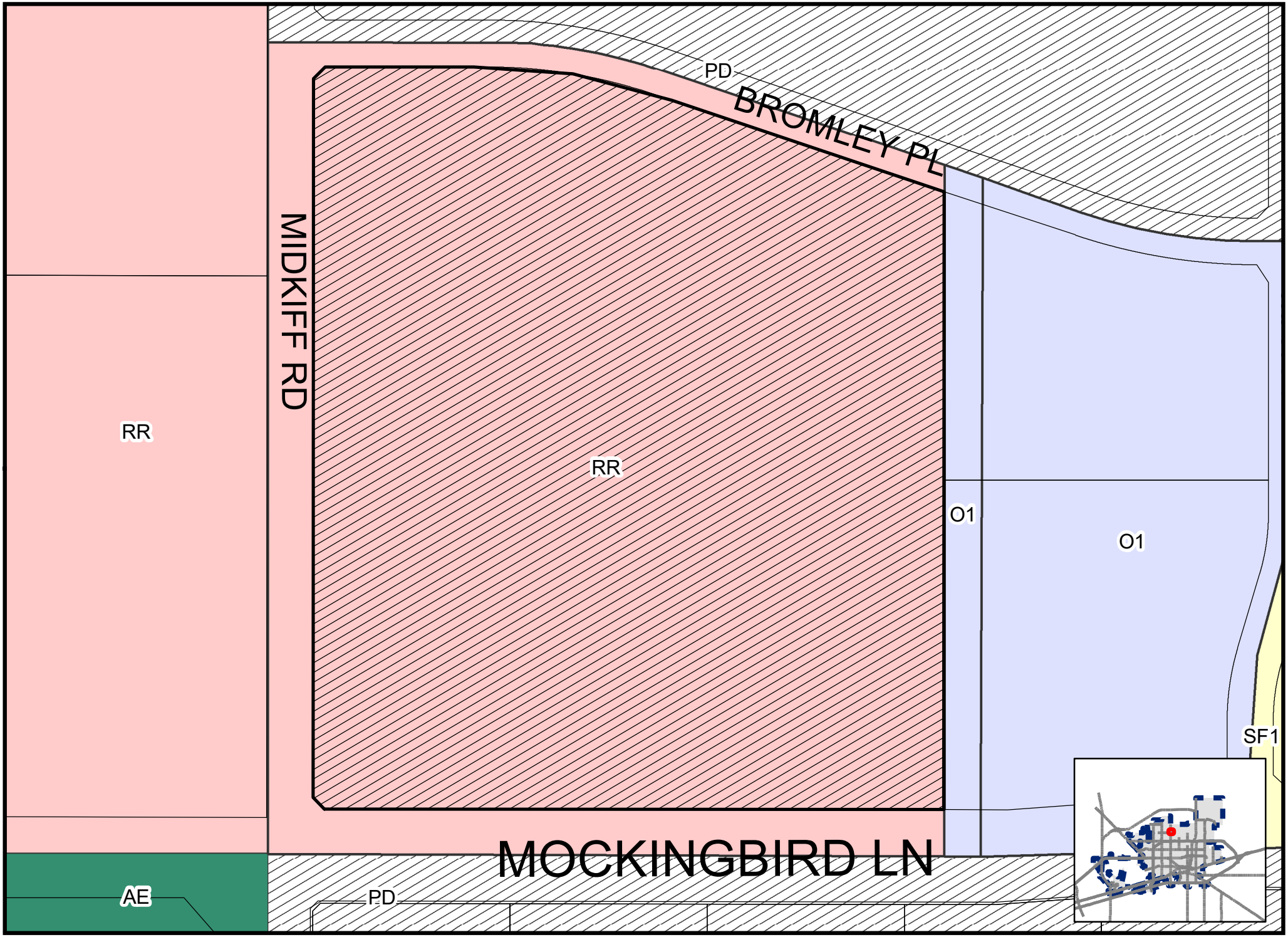

Map by AMM

SUD-26-0218

Scale: 1" = 600'

ZONING MAP

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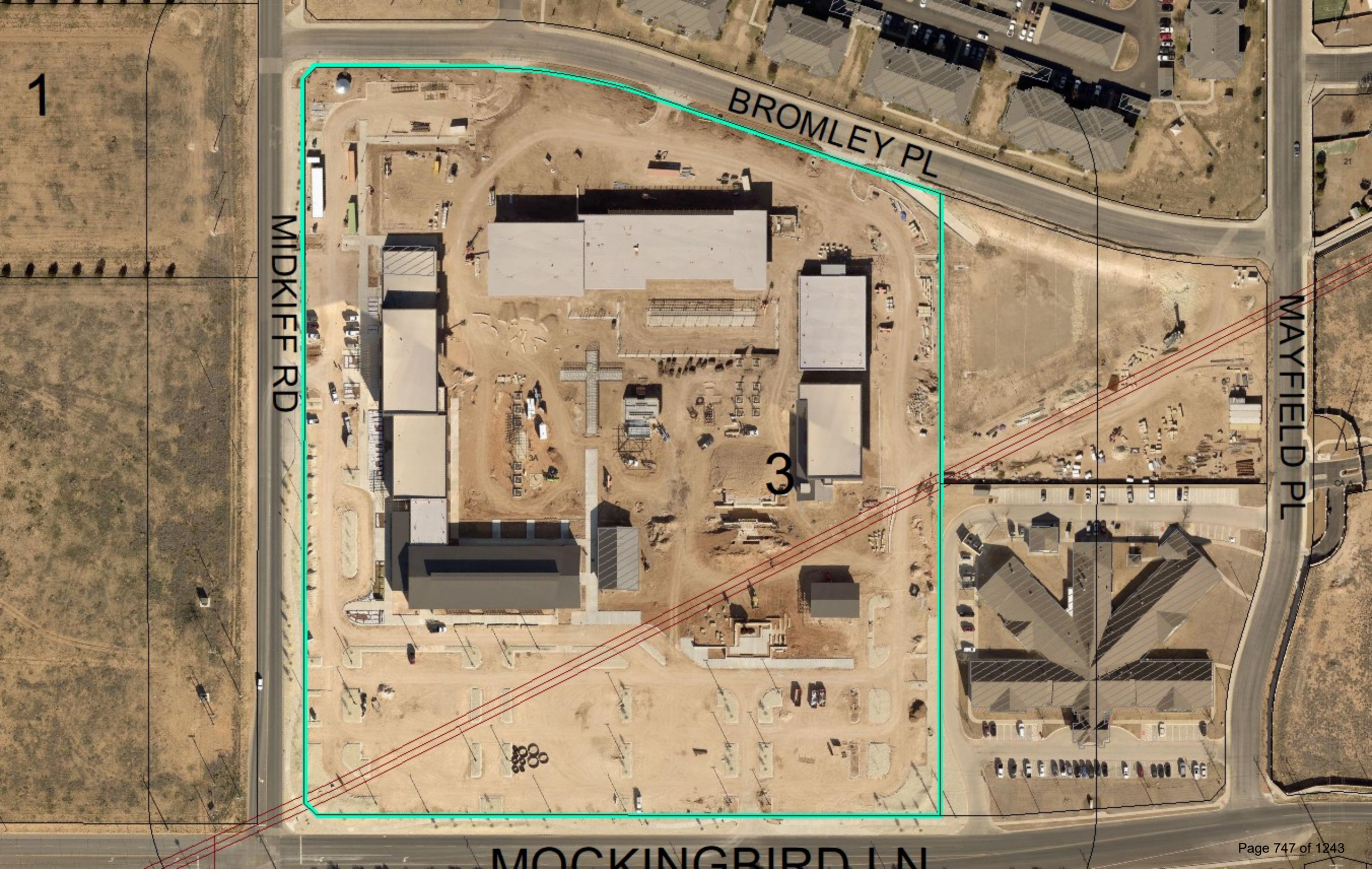

BROMLEY PL
MIDKIFF RD
MAYFIELD PL
MOCKINGBIRD LN
1
3

City Council Meeting

Item Number: 23.
Meeting Date: March 24, 2026
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 A 5,724-SQUARE-FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 24, 2026)

Purpose:
Amber Davis, on behalf of Summit Center LLC., is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption in a restaurant called Red Oak Kitchen located at 3200 Mockingbird Lane.

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 PD, Planned District for Housing Development and is the location of apartments. The properties to the east are zoned O-1, Office District and are the locations of a vacant property and a medical lodge. The properties to the south are zoned PD, Planned District for Housing Development and are the location of residences. The properties to the west are zoned RR, Regional Retail District, in part, and AE, Agricultural Estate District, in part. One of the properties is vacant and the other is the location of an oil well.
Analysis:

The property is zoned RR, Regional Retail District. The RR zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a restaurant with the approval of an SUD. The property does not have an existing SUD but they have recently received their building permit. Per the approved plans, the site will have adequate parking and circulation. The total area of the restaurant is 5,724-square feet and the proposed alcohol serviceable area is 5,001 square feet.

The proposed days and hours of operation are:

Monday through Thursday, 11 a.m. to 10 p.m.
Friday 11 a.m. to 11 p.m.
Saturday, 10 a.m. to 11 p.m.
Sunday 10 a.m. to 9 p.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Thursday, 11 a.m. to 10 p.m.
Friday 11 a.m. to 11 p.m.
Saturday 10 a.m. to 11 p.m.
Sunday 10 a.m. to 9 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property 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 objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD for Red Oak Kitchen is acceptable. The property must adhere to the maximum occupant load of 333 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Red Oak Kitchen is an establishment that will provide Midland residents with a unique social gathering experience. Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 5,001 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following: Monday through Thursday 11 a.m. to 10 p.m. Friday 11 a.m. to 11 p.m. Saturday 10 a.m. to 11 a.m. Sunday 10 a.m. to 9 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance

Letters of Objection:

As of February 20, 2026 staff has not received any letters of objections.

Attachments:

A. ORDINANCE W EXH - SUD-26-0219.Red Oak Kitchen - Alcohol Sales Ord w Exh
B. SUD-26-0219, Alcohol SUD with Term Red Oak Kitchen
C. SUD-26-0219, Combined Docs

Rachel Guentensberger, City Secretary Created/Initiated - 2/24/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,724-SQUARE-FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 5,724-square-foot portion of Lot 3A, Block 3, Mayfield Place, Section 8, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 5,001 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Thursday from 11:00 a.m. to 10:00 p.m.;
Friday from 11:00 a.m. to 11:00 p.m.;
Saturday from 10:00 a.m. to 11:00 p.m.; and
Sunday from 10:00 a.m. to 9:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

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., 2026; 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:

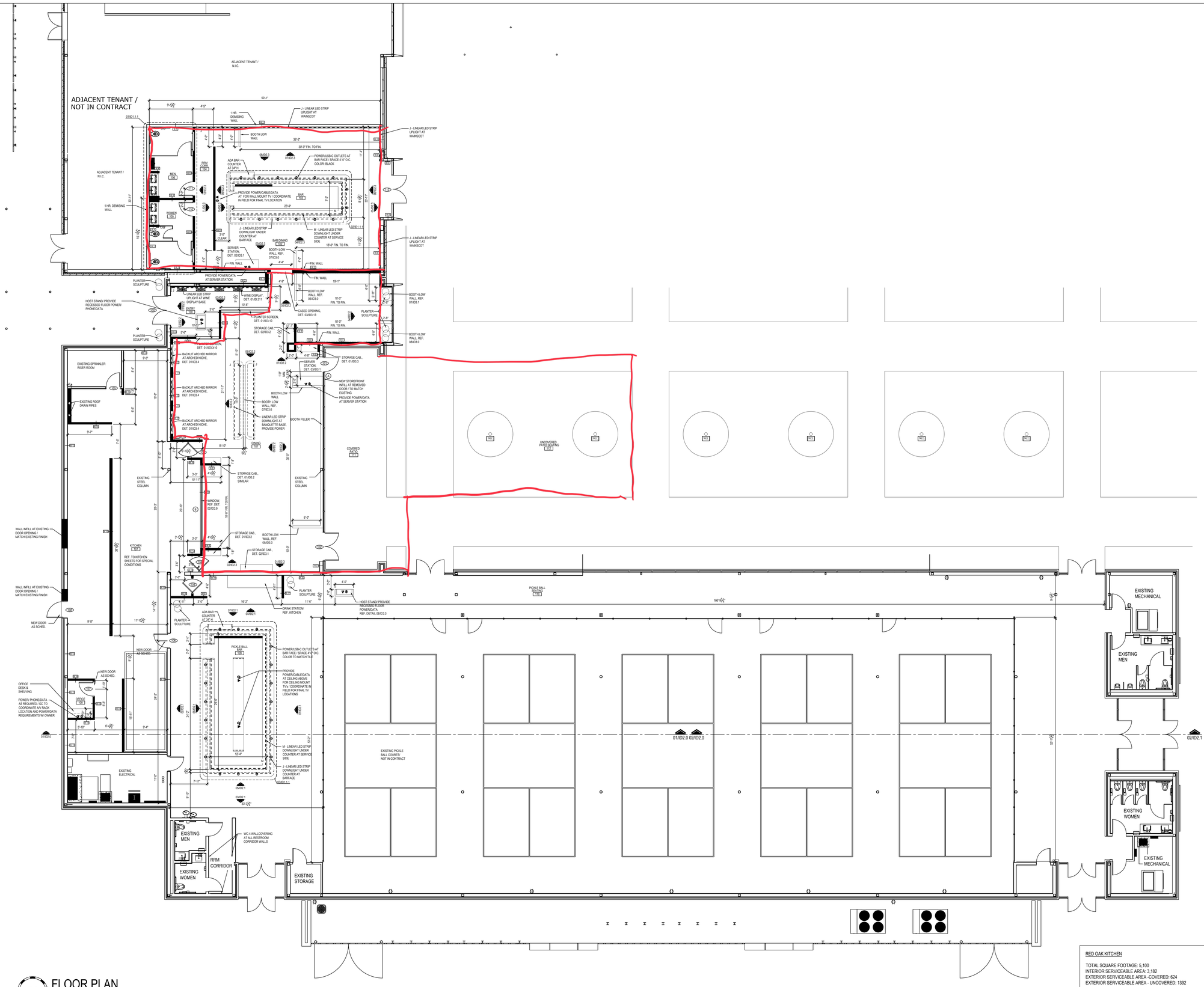
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



01 FLOOR PLAN
SCALE: 1/8"=1'-0"

EXHIBIT A

RED OAK KITCHEN

TOTAL SQUARE FOOTAGE: 5,100
INTERIOR SERVICEABLE AREA: 3,182
EXTERIOR SERVICEABLE AREA -COVERED: 624
EXTERIOR SERVICEABLE AREA - UNCOVERED: 1392

CORK AND PICKLE

TOTAL SQUARE FOOTAGE: 15,061
SERVICEABLE AREA: 4,313

COHESIVE DESIGN GROUP

9610 VINEWOOD
DALLAS, TX 75228
PH: 214.507.9610

SHEET TITLE
DIMENSION FLOOR PLAN

RED OAK KITCHEN
222 W. LAS COLINAS BLVD,
SUITE 1650E
IRVING, TX 75039

RED OAK KITCHEN / CORK & PICKLE
SUMMIT CENTER
3200 MOCKINGBIRD LANE
BLDG 6, SUITES 101 & 102
MIDLAND, TX 79705

ISSUE BLOCK

IFP	11.04.2025
REV 1	1.02.2026

PROJECT NO: 2024-ROK
DRAWN BY: M.Q.
CHECKED BY: M.B.

STIPULATION FOR REUSE

THIS DRAWING WAS PREPARED FOR USE ON THE SPECIFIED SITE AND DATE STATED HEREON AND IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OR PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

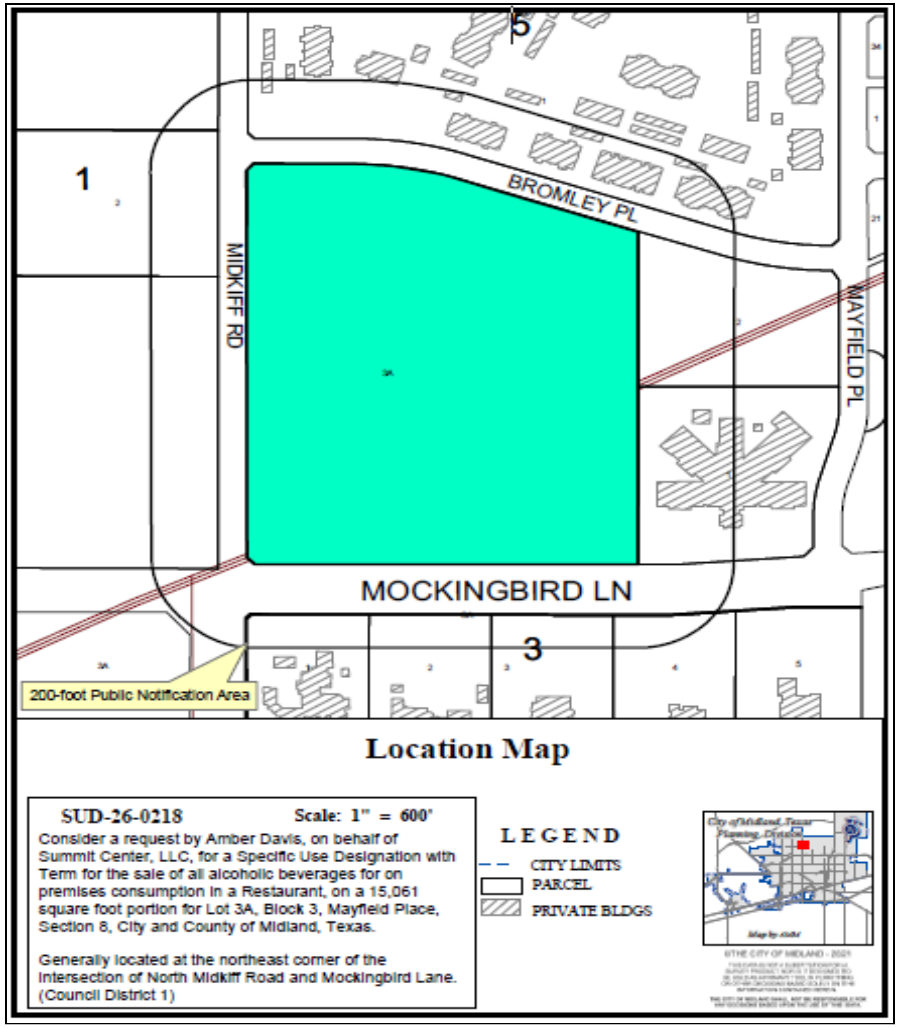
REGISTERED INTERIOR DESIGNER
MICHELLE BUSBEE
10231
STATE OF TEXAS
11.04.2025

SHEET NUMBER
ID1.1

MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
RED OAK KITCHEN
Visit Our Website
MIDLANDTEXAS.GOV

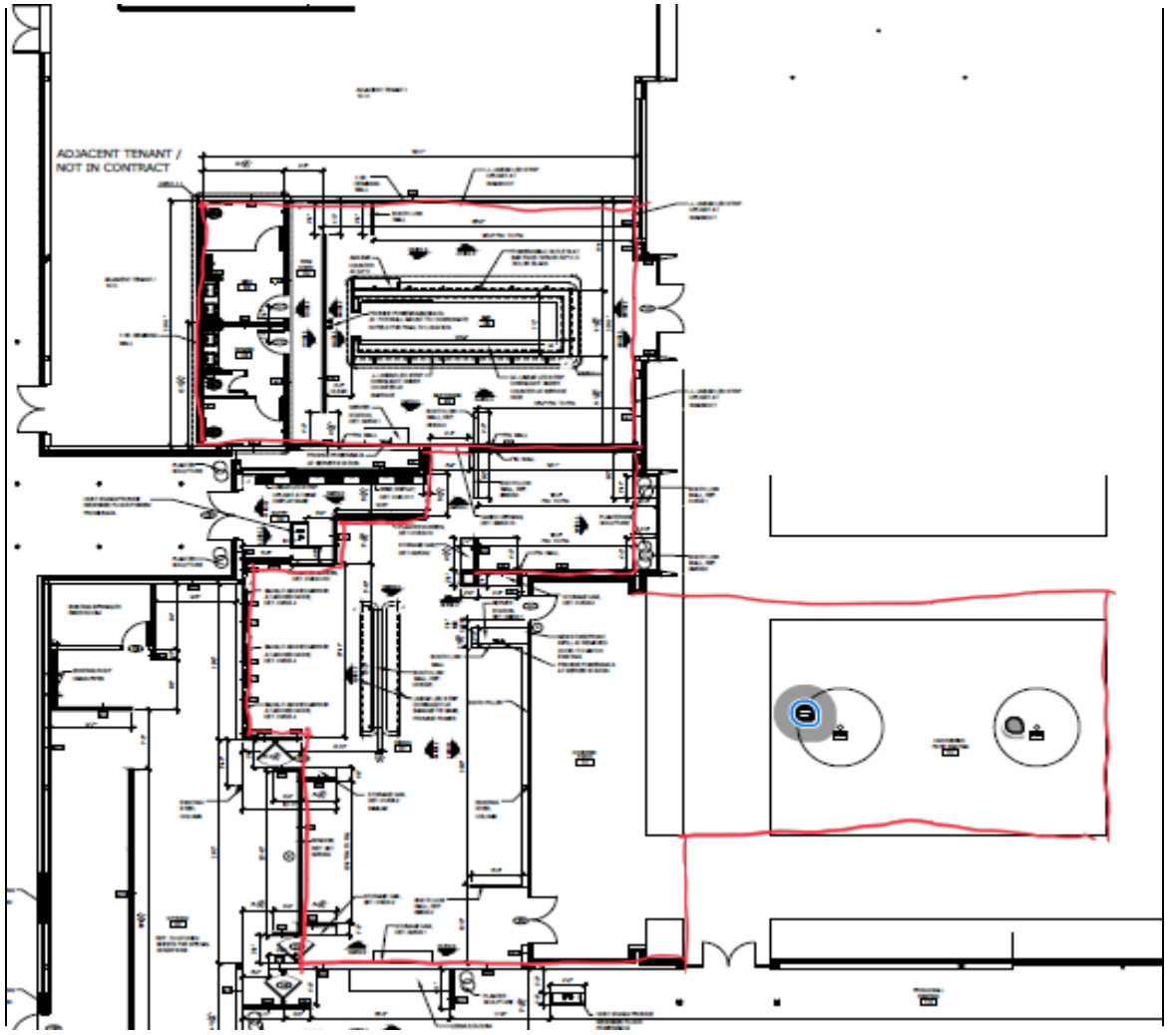
APPLICATION SUMMARY

- **Applicant:** Amber Davis
- **Property Owner:** Summit Center, LLC
- **Location:** 3200 Mockingbird Lane (Council District 1)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a restaurant/bar.



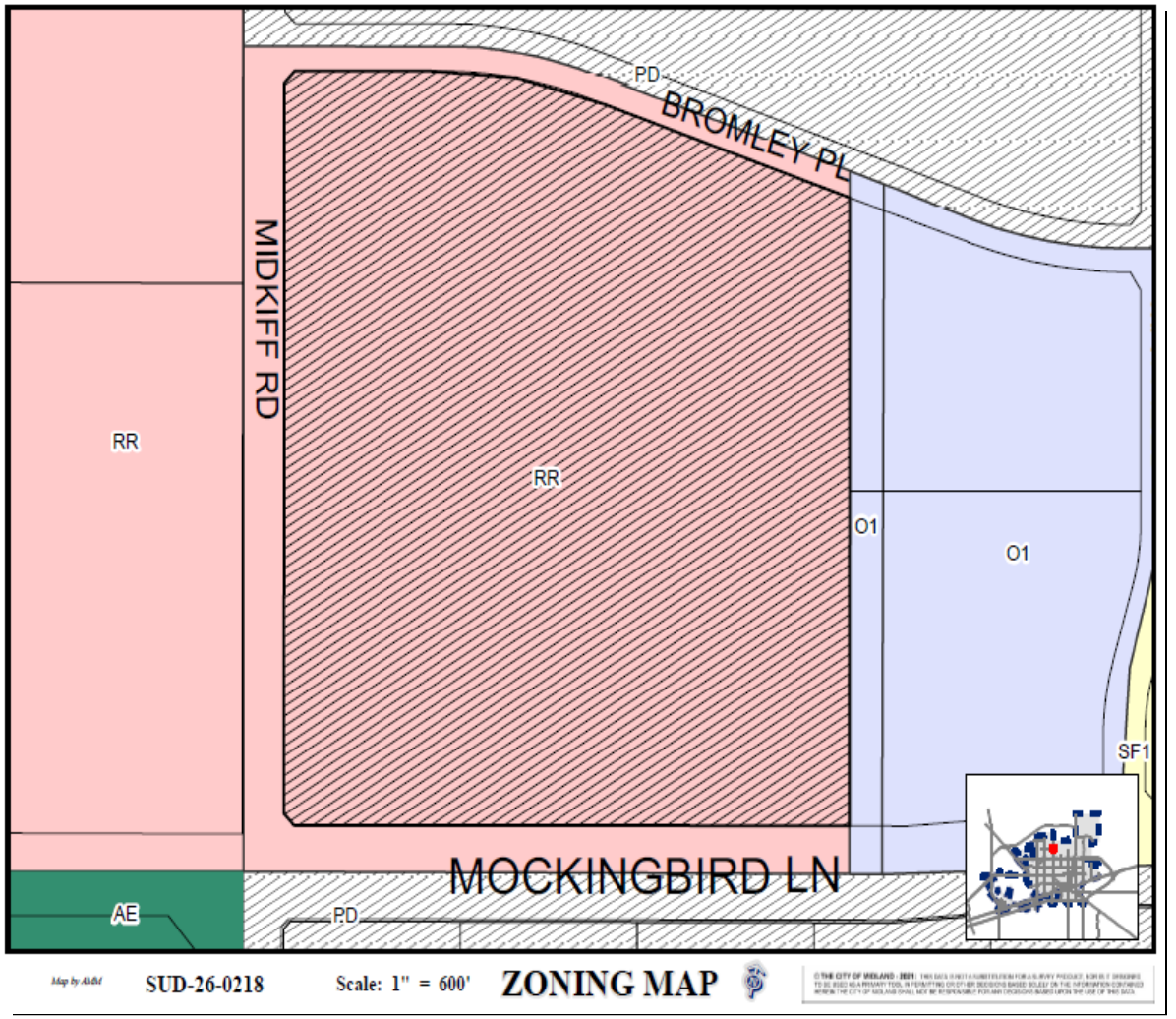
DETAILS OF REQUEST

- **For a new restaurant and bar area.**
- **Area of Business:** 5,725 SF
- **Serviceable Area:** 5,001 SF
- **Hours of Operation and Sales of Alcohol:** Monday through
  Thursday 11:00 a.m. to 10:00 a.m.
  Friday 11:00 a.m. to 11:00 p.m.
  Saturday 10:00 a.m. to 11:00 p.m.
  Sunday 10:00 a.m. to 9:00 p.m.



ZONING

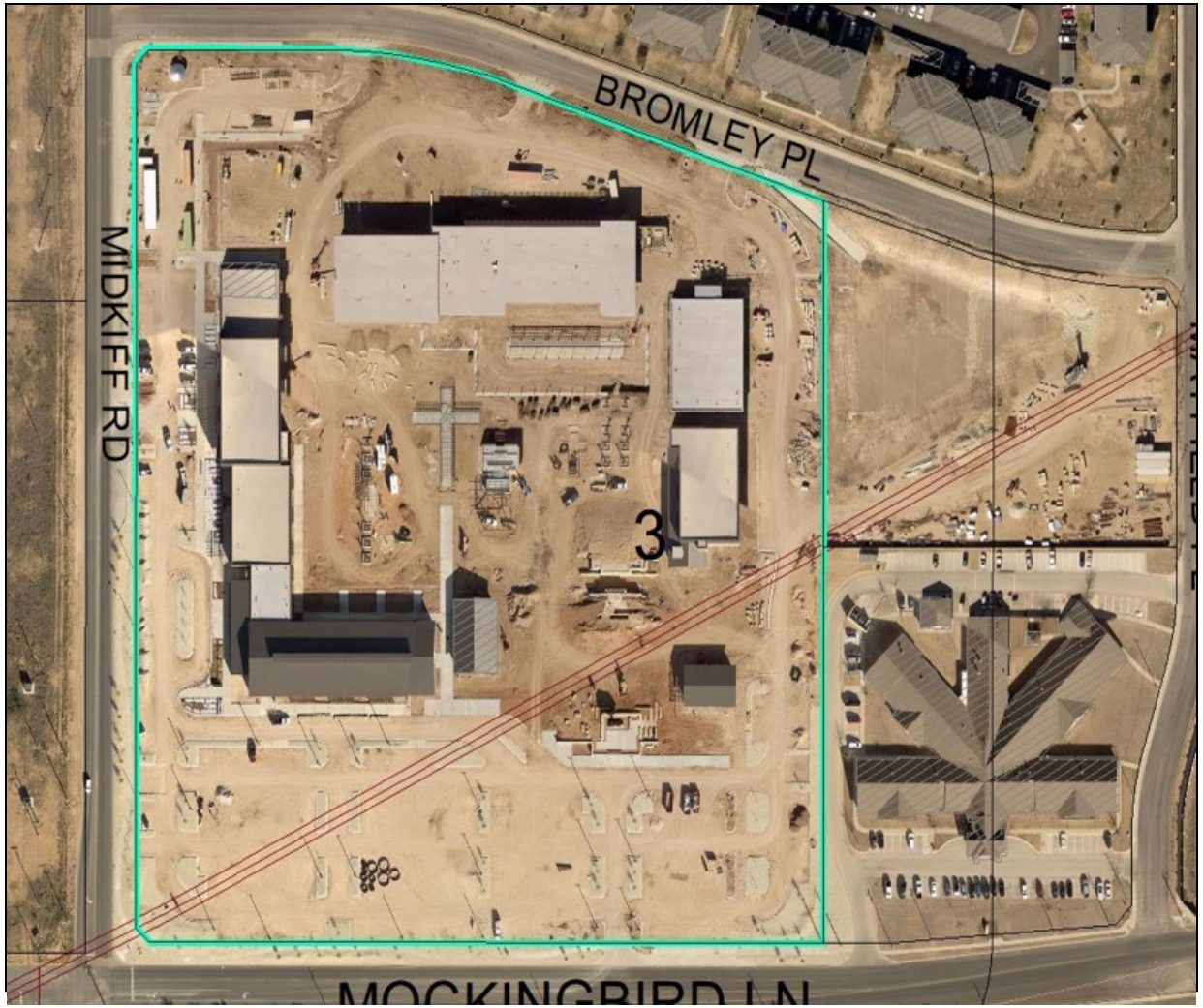
- **Current Zoning**: RR, Regional Retail District
- **Surrounding Zoning:**
  - **South/North:** PD, Planned District for a Housing Developement
  - **East:** O-1, Office District
  - **West:** RR, Regional Retail District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND Be the Energy!

LAND USE

- **Current Use:** Restaurants, Outdoor Amusement, Retail Stores and Shops
- **Surrounding Uses:**
  - **North:** Apartment Complex
  - **West and East:** Vacant Land
  - **South:** Single-Family Housing
- **Proposed Use:** Restaurant and Bar



MIDLAND
Be the Energy!

On Mockingbird Lane, Looking North

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.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 5,001 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:

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STAFF'S RECOMMENDATION

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

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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.

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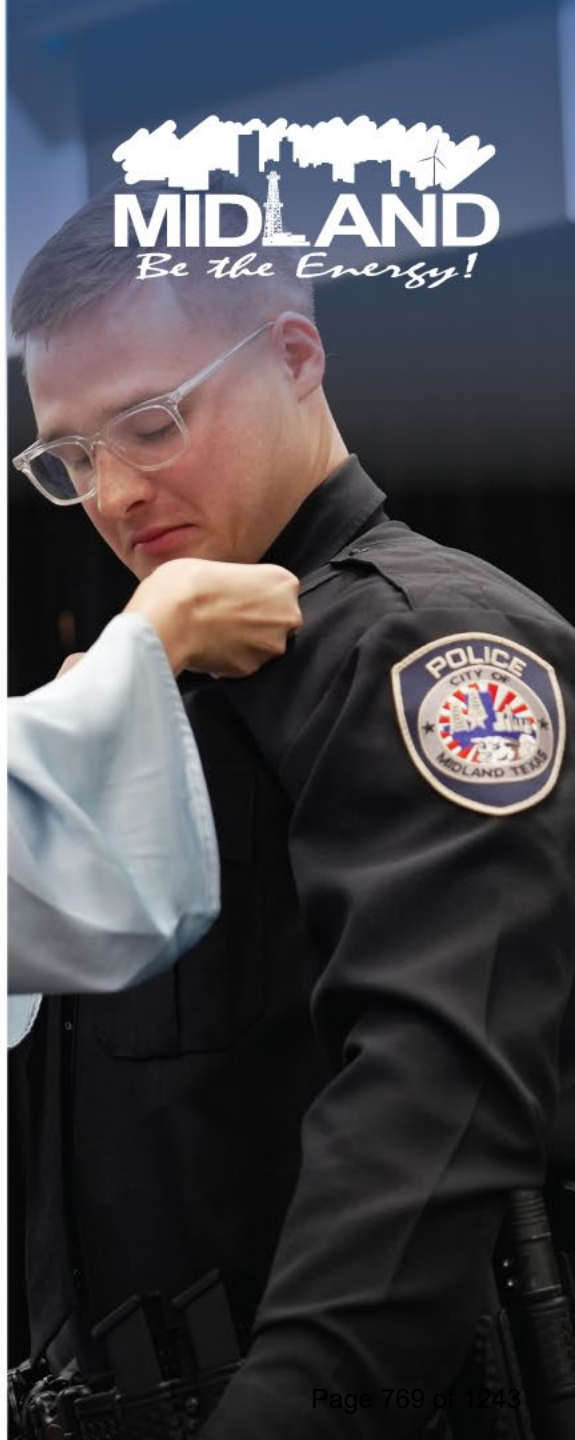
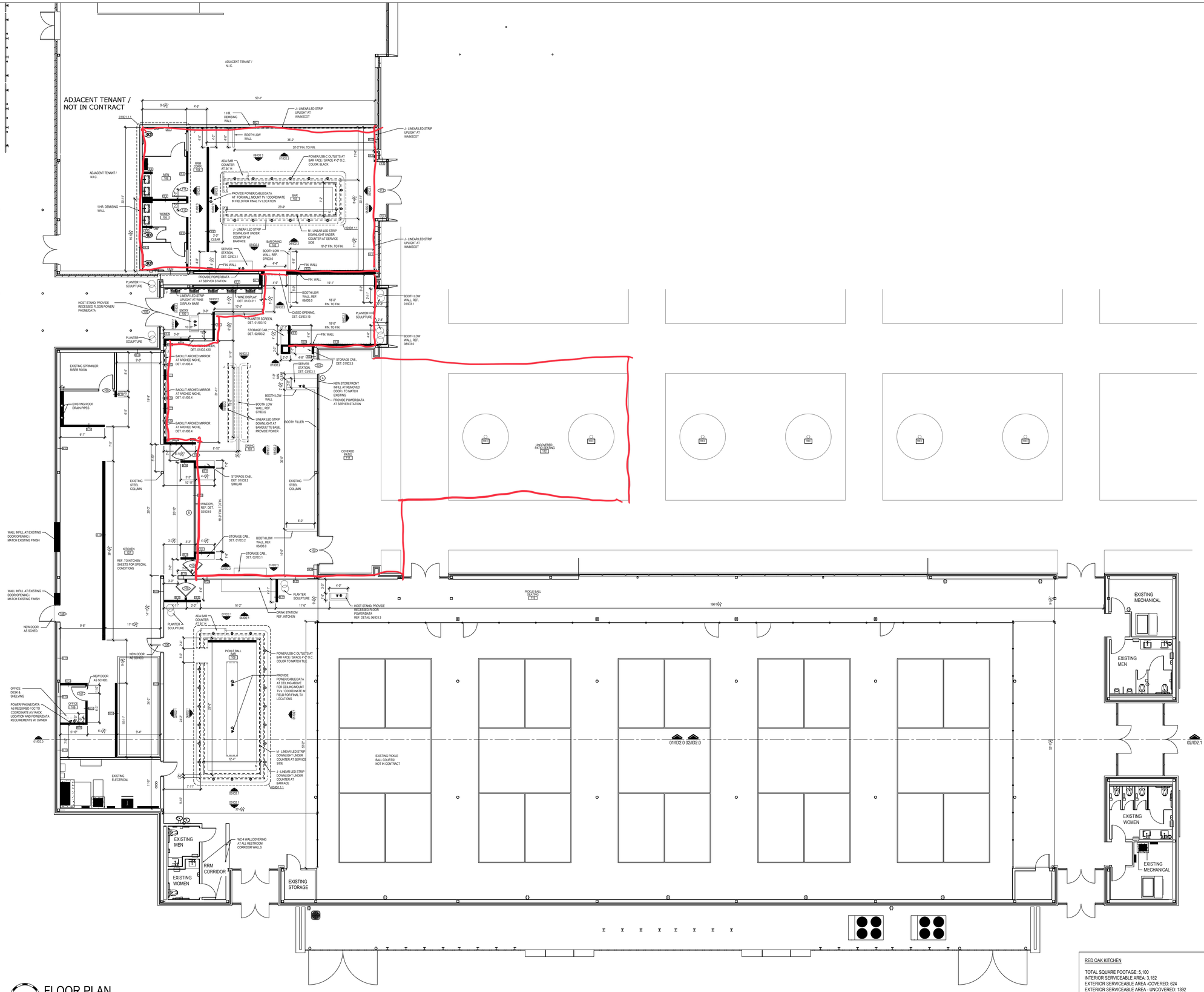


MISSION

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



01 FLOOR PLAN

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RED OAK KITCHEN

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9610 VINEWOOD
DALLAS, TX 75228
PH: 214.507.9610

SHEET TITLE

DIMENSION FLOOR PLAN

RED OAK KITCHEN
222 W. LAS COLINAS BLVD,
SUITE 1650E
IRVING, TX 75039

RED OAK KITCHEN / CORK & PICKLE
SUMMIT CENTER
3200 MOCKINGBIRD LANE
BLDG 6, SUITES 101 & 102
MIDLAND, TX 79705

ISSUE BLOCK

IFP	11.04.2025
REV 1	1.02.2026

PROJECT NO: 2024-ROK
DRAWN BY: M.Q.
CHECKED BY: M.B.

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REGISTERED INTERIOR DESIGNER
MICHELLE BUSBEE
10231
STATE OF TEXAS

11.04.2025

SHEET NUMBER

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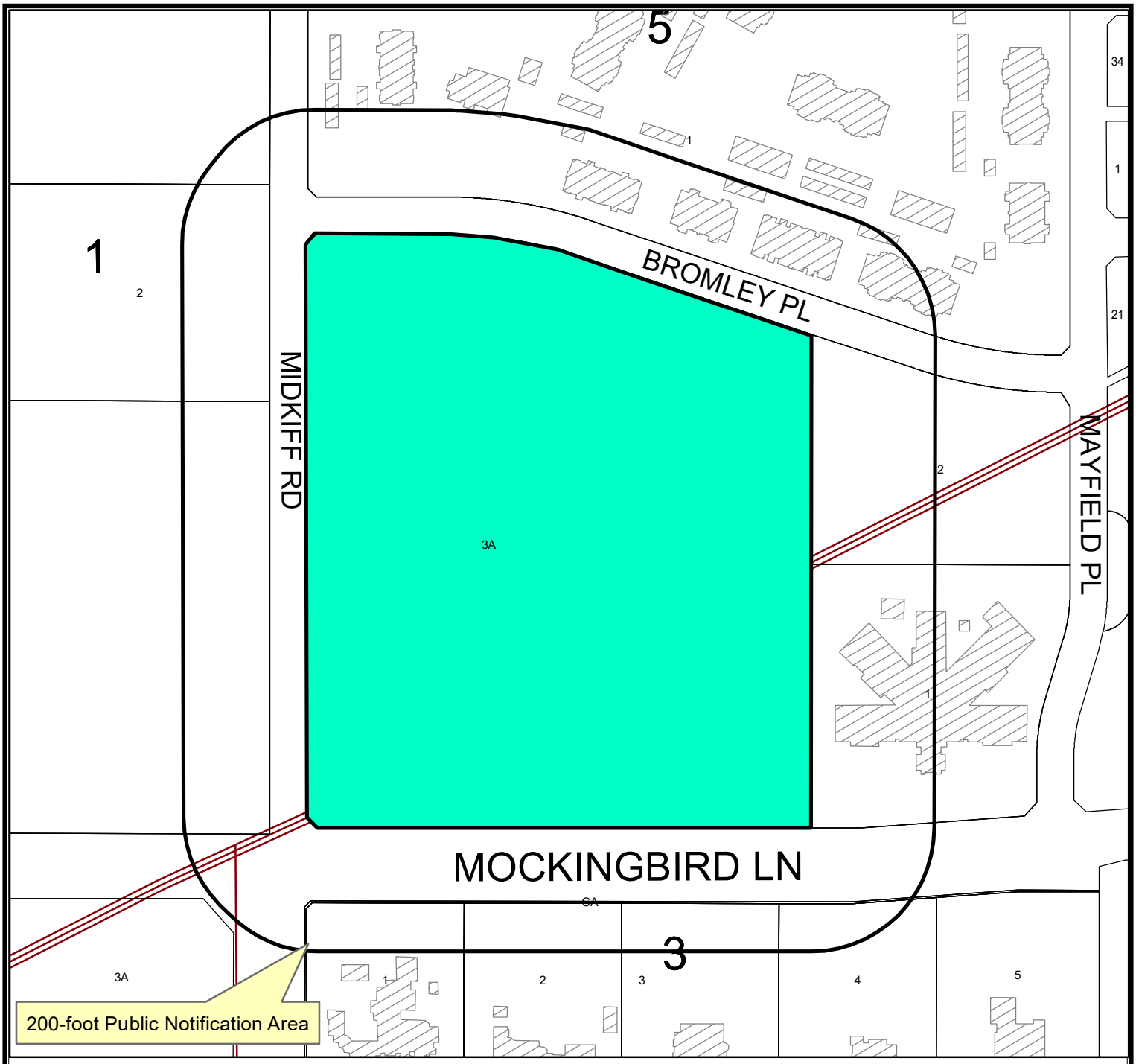

Location Map

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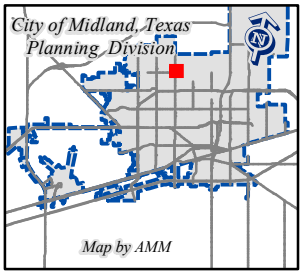

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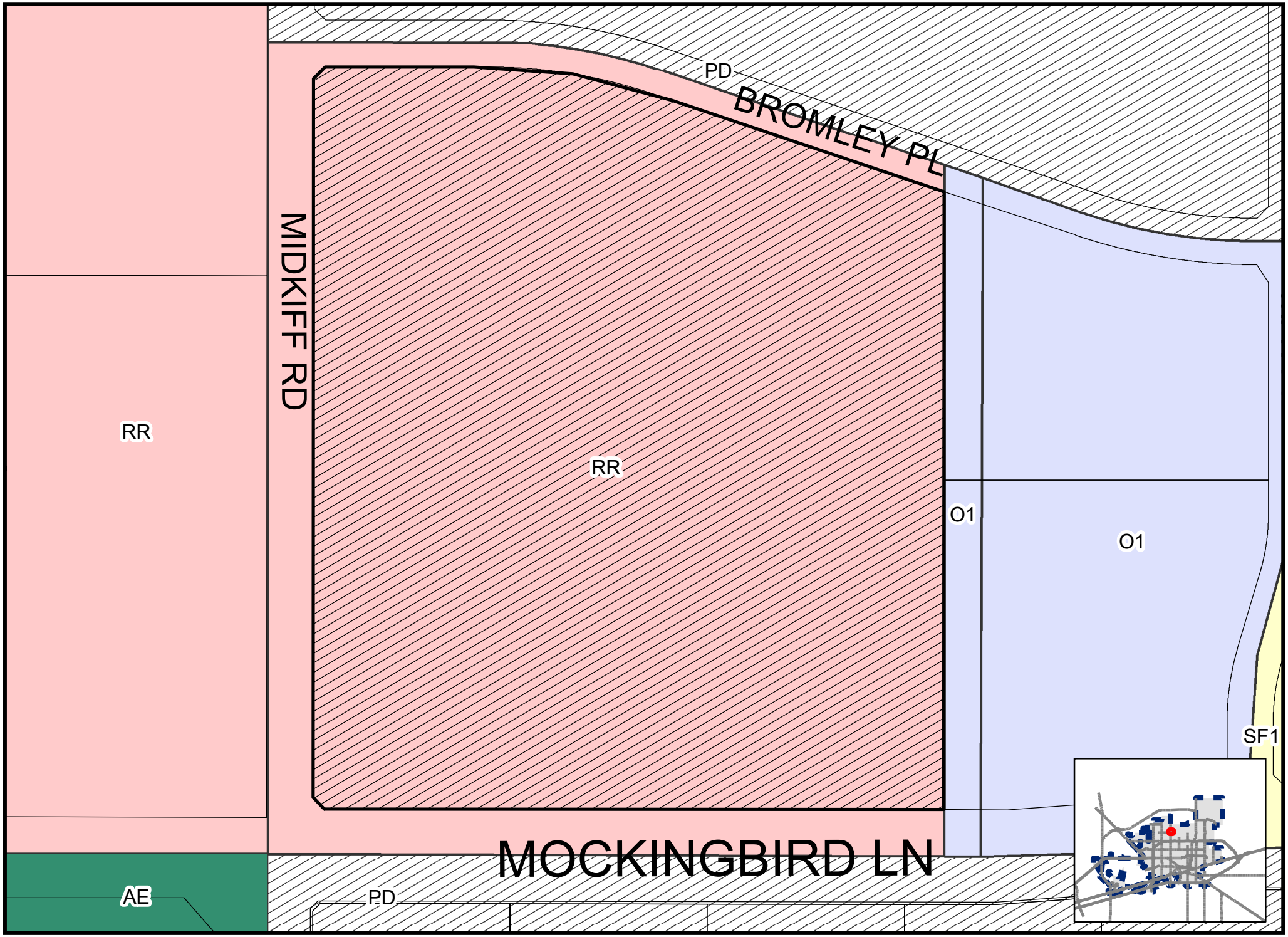

Map byAMM

SUD-26-0219

Scale: 1" = 600'

ZONING MAP

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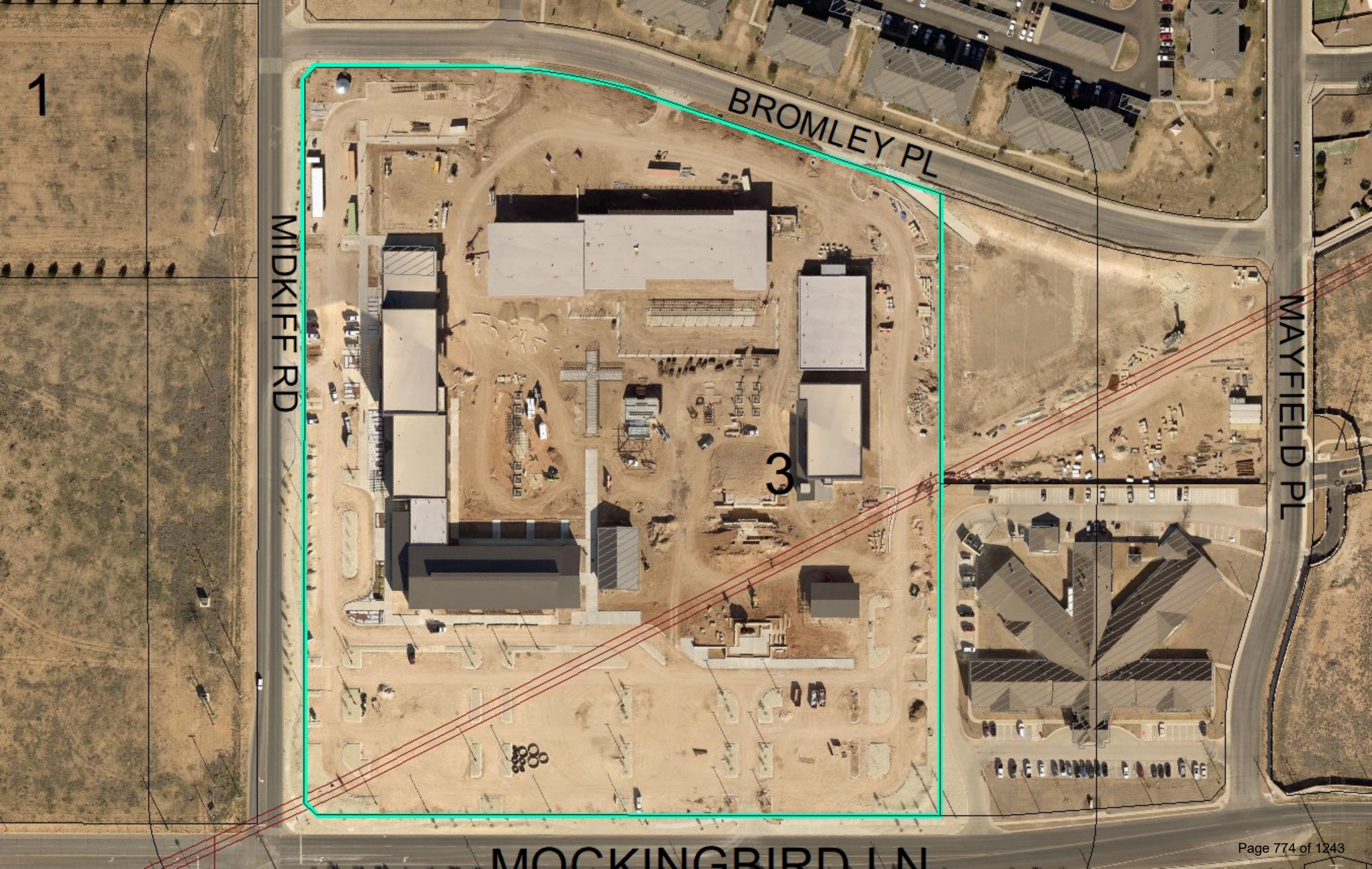

BROMLEY PL
MIDKIFF RD
MAYFIELD PL
MOCKINGBIRD LN
3

City Council Meeting

Item Number: 24.
Meeting Date: March 24, 2026
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 13, BLOCK 61, ORIGINAL TOWN ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 24, 2026)

Purpose:
Carlin Smith, is requesting a Specific Use Designation (SUD) with term for Alcoholic Beverages Sales for on-premises consumption, in a bar located at 621 West Wall Street for Double Bar Saloon.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Analysis:

The property is zoned CB, Central Business District. The CB zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a bar with the approval of an SUD. The property does have an SUD as of June 10, 2025. Per the approved plans, the site will have

adequate parking and circulation. The total area of the restaurant is 5,792-square feet and the proposed alcohol serviceable area is 4,462 square feet.

The proposed days and hours of operation are:

Sunday through Saturday 12 p.m. to 2 a.m.

The applicant is requesting the following alcohol serviceable hours.

Sunday through Saturday 12 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 objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD for Double Bar Saloon is acceptable. The property must adhere to the maximum occupant load of 115 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Double Bar Saloon is an establishment that will provide Midland residents with a unique social gathering experience. Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to

conditions A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,462 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following: Sunday through Saturday 12 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 the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of February 20, 2026 staff has not received any letters of objections

Attachments:

A. ORDINANCE W EXH - SUD-25-0202.237 West Wall, LLC (Double Bar Saloon) - Alcohol Sales (Remove Security Req) Ord w Exh
B. SUD-25-0202, Alcohol SUD w Term Double Bar
C. SUD-25-0202, Combined Docs

Rachel Guentensberger, City Secretary Created/Initiated - 2/24/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 13, BLOCK 61, ORIGINAL TOWN ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 13, Block 61, Original Town Addition, Section 25, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,462 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Sunday through Saturday from 12:00 p.m. (noon) 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.

H. That this ordinance shall supersede Ordinance No. 10633 in all respects, and Ordinance No. 10633 shall be of no further force and effect; provided, however, that for purposes of determining when the two-year term of this Specific Use Designation With Term shall expire in accordance with Section 11-1-9.07.E of the City Code, this ordinance shall be considered an amendment of Ordinance No. 10633, which was finally approved by the City Council on June 10, 2025. For the avoidance of doubt, this Specific Use Designation With Term shall expire at the conclusion of June 9, 2027, unless it is renewed in accordance with Section 11-1-9.07.E.2 of the City Code or terminated in accordance with Section 11-1-9.07.E.3 of the City Code.

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., 2026; 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

621 West Wall St. Midland, Tx 79701

max occupancy: 115
Serviceable square footage: 4,462 ft.²

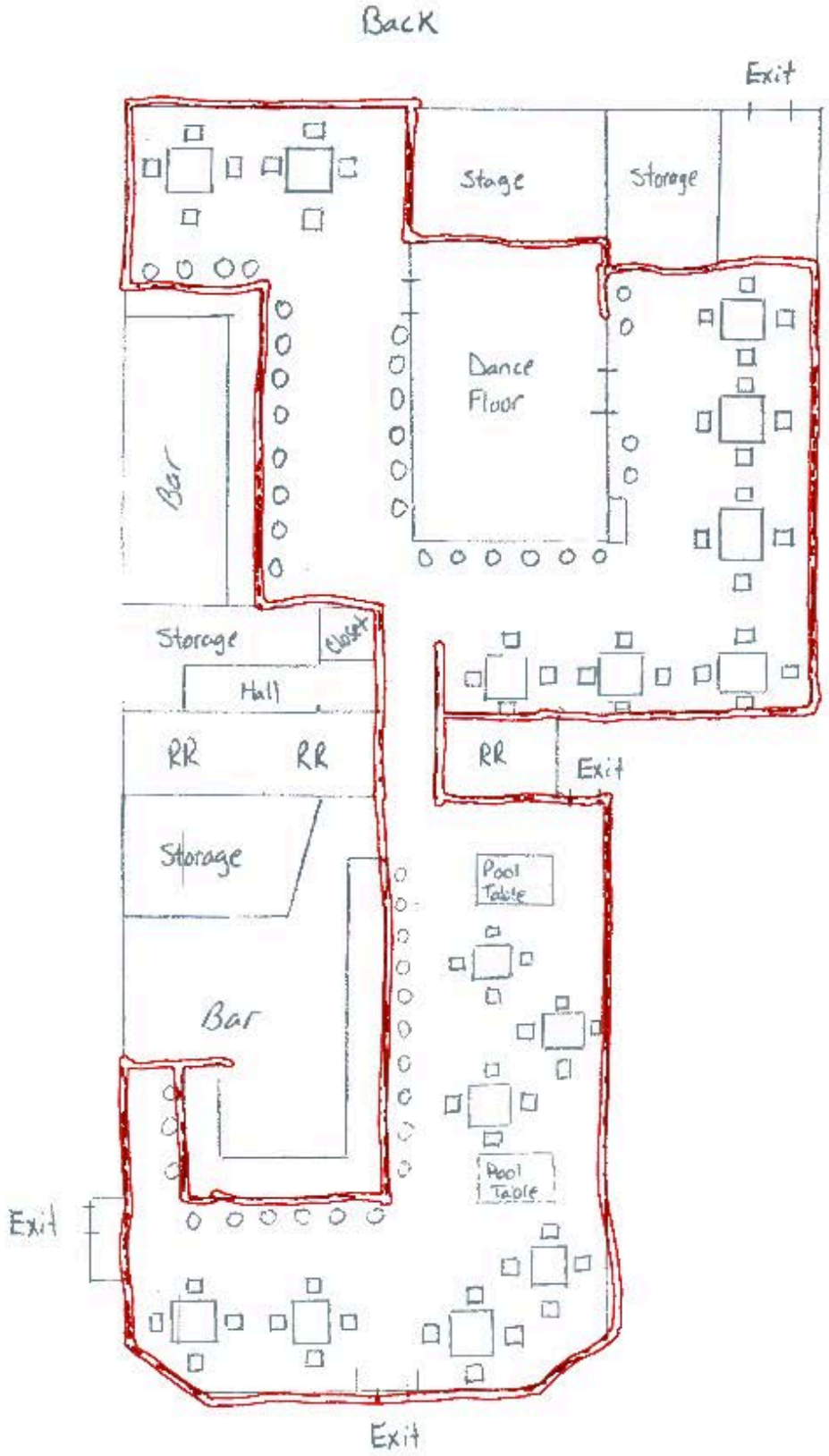
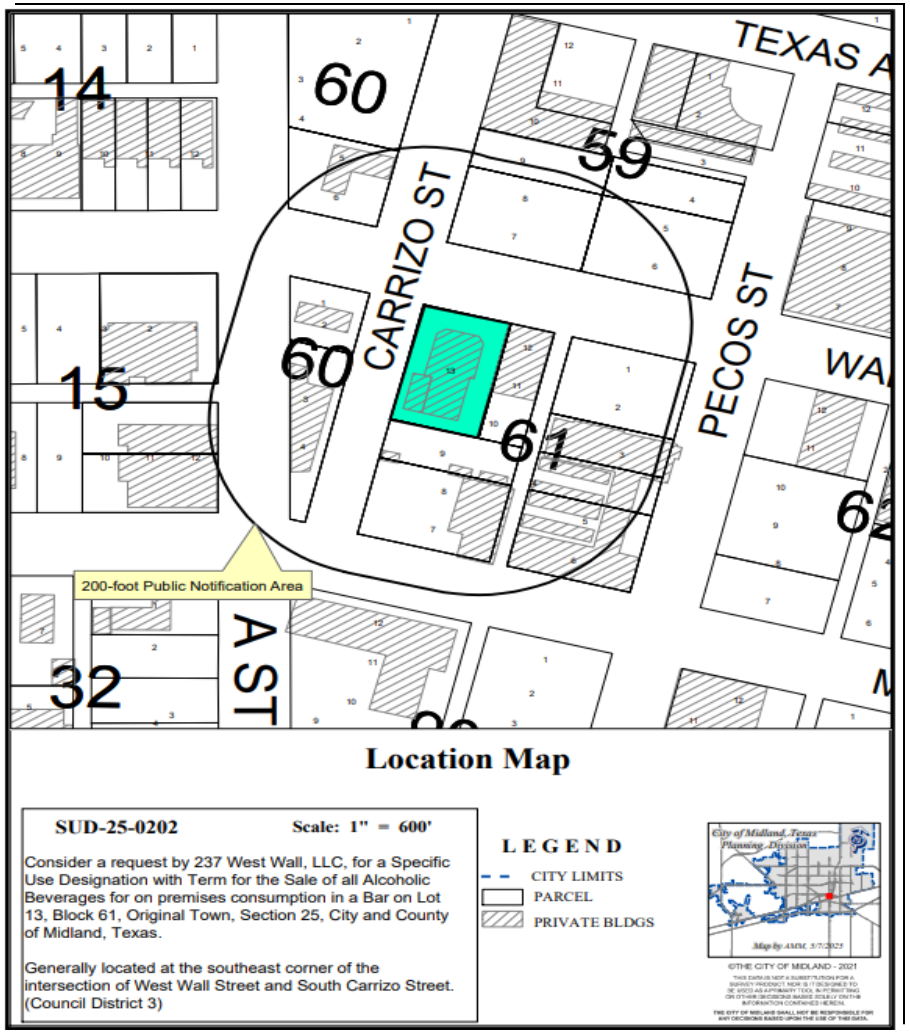


EXHIBIT A

MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
DOUBLE BAR SALOON
Visit Our Website
MIDLANDTEXAS.GOV

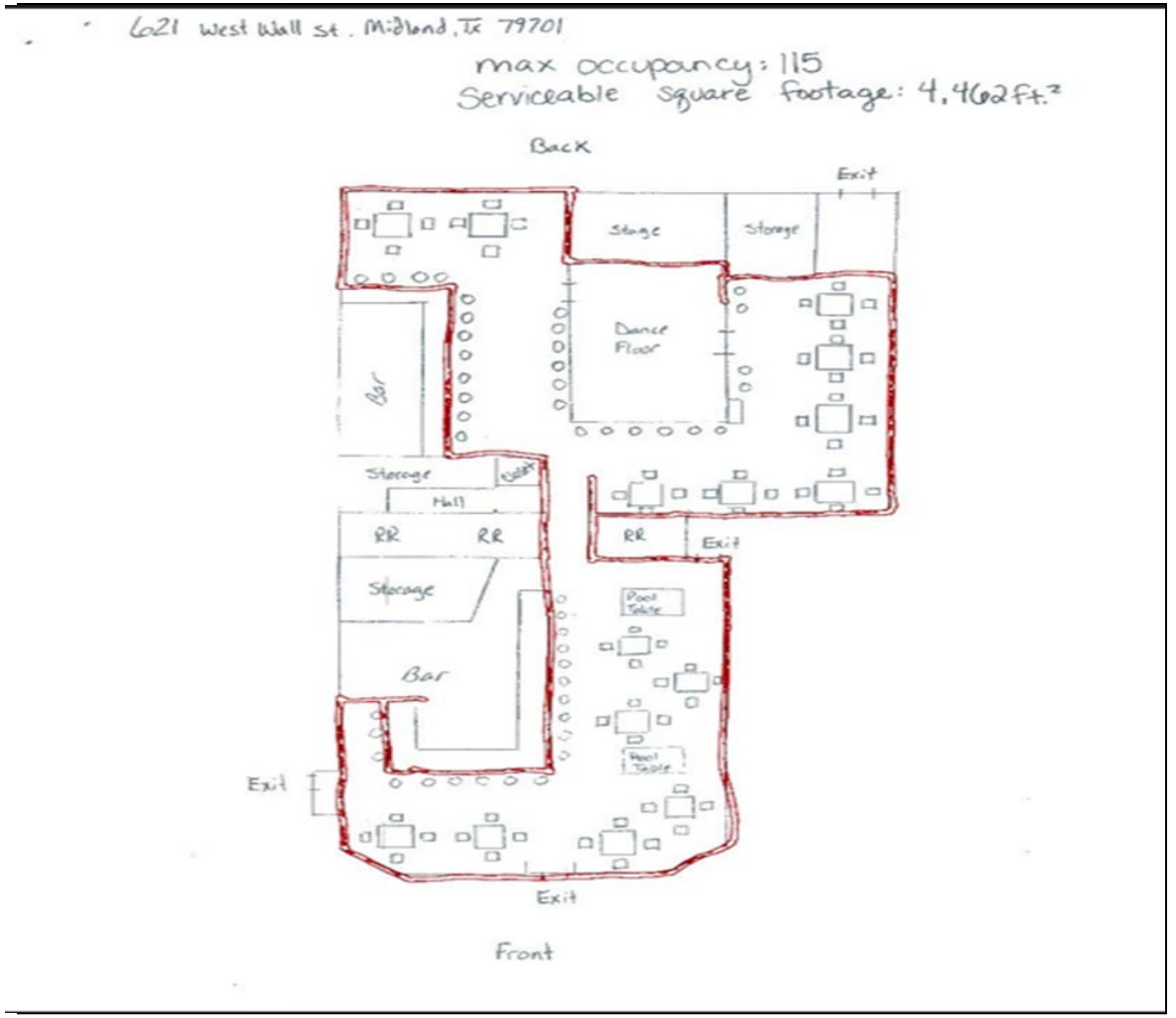
APPLICATION SUMMARY

- **Applicant:** 237 West Wall, LLC
- **Property Owner:** Wall Street Joint Ventures
- **Location:** 621 West Wall Street
- **Reason for Request:** For the sale and on-premises consumption of alcohol



DETAILS OF REQUEST

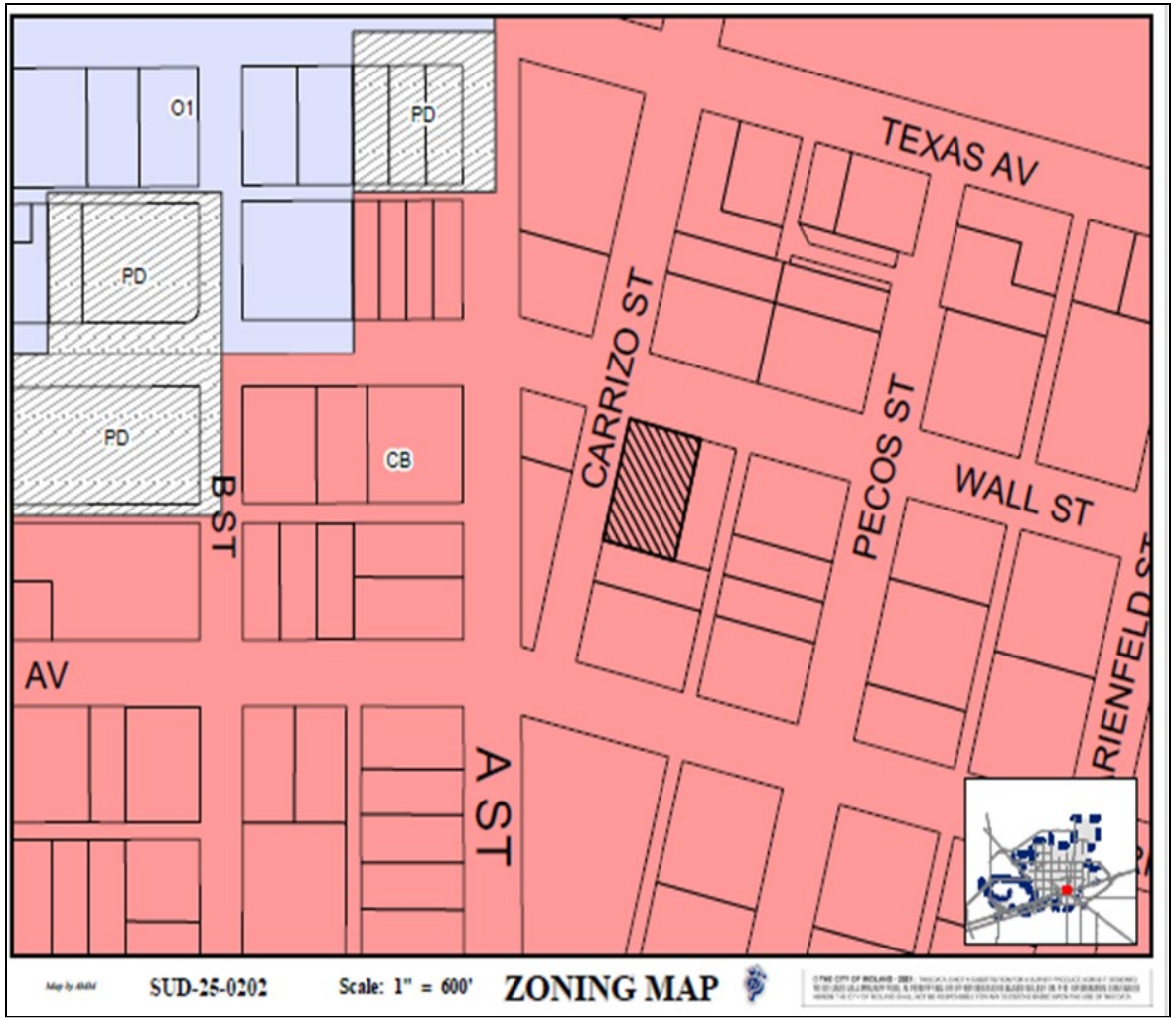
- For Existing Bar
- **Area of Business: 5,792** SF
- **Serviceable Area: 4,462** SF
- **Hours of Operation:** Sunday through Saturday from 12 p.m. to 2 a.m.
- **Proposed Hours of Alcohol Service:** Sunday through Saturday from 12 p.m. to 2 a.m.



MIDLAND
Be the Energy!

ZONING

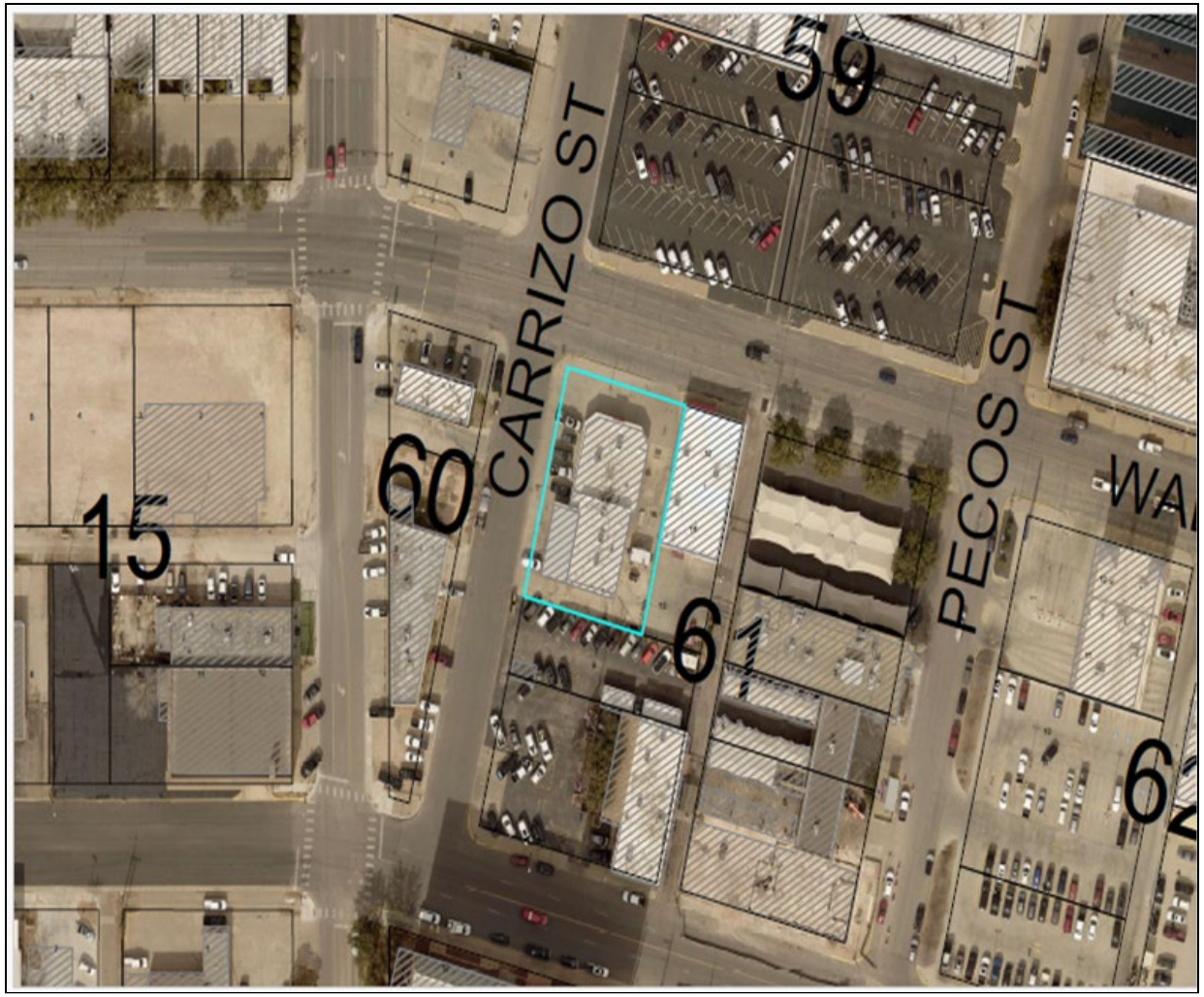
- **Current Zoning:** CB, Central Business District
- **Surrounding Zoning:**
  - **North, South, East and West:** CB, Central Business District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND
Be the Energy!

LAND USE

- **Current Use: Bar**
- **Surrounding Uses:**
  - **North:** Office Building
  - **South:** The Bar
  - **East:** Hot Shots
  - **West:** Wall Street Cocina



On Carrizo Street, Looking South

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.
- The Planning & Zoning Commission recommended approval of this request on May 19, 2025.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,462 square feet as shown in Exhibits A, which are 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:

Sunday through Saturday from 12 p.m. to 2 a.m. of the following day.

STAFF'S RECOMMENDATION

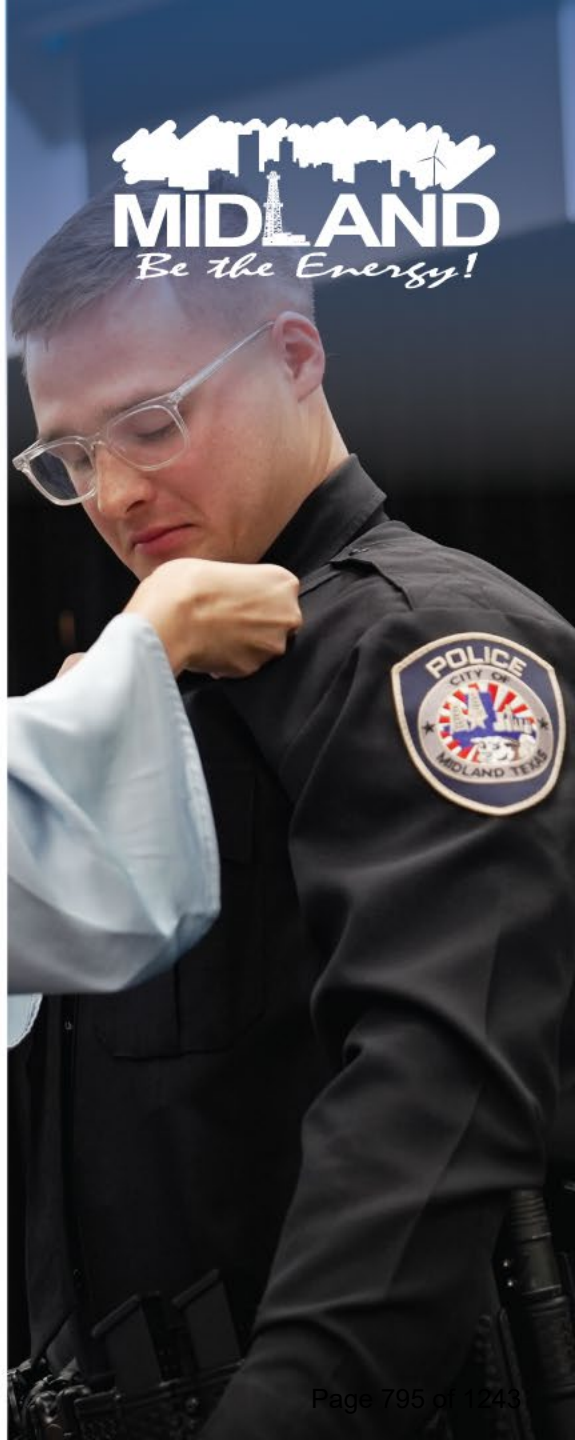
D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

STAFF'S RECOMMENDATION

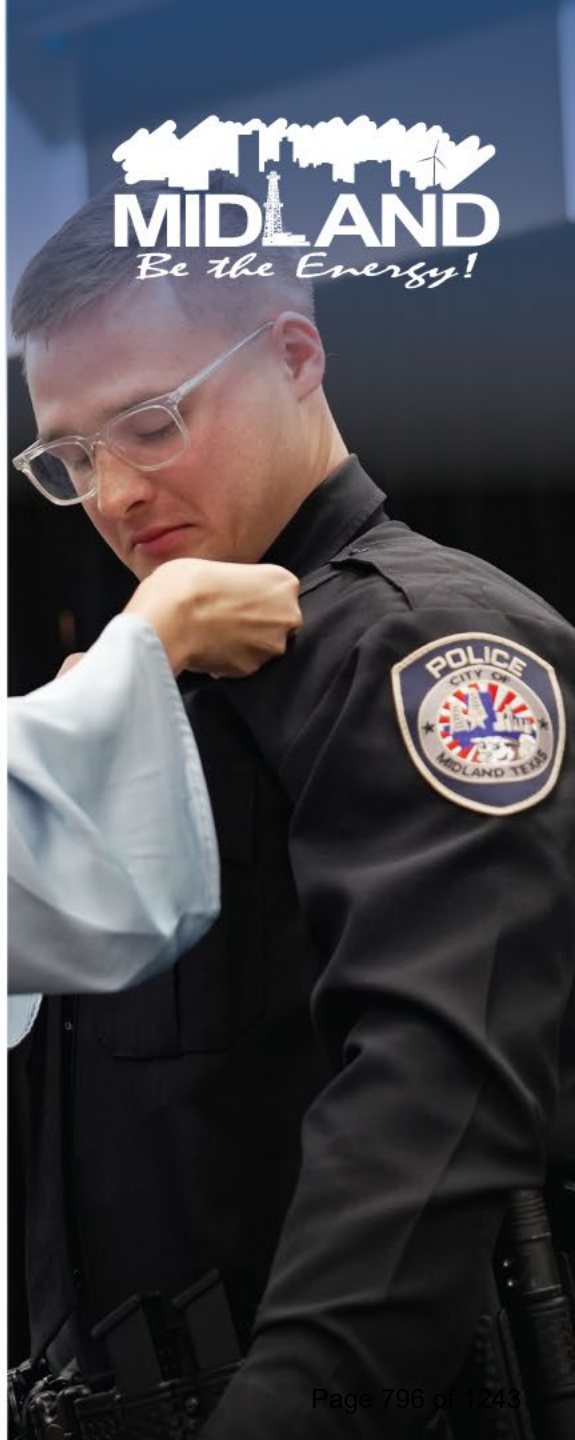
E. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

F. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



STAFF'S RECOMMENDATION

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.

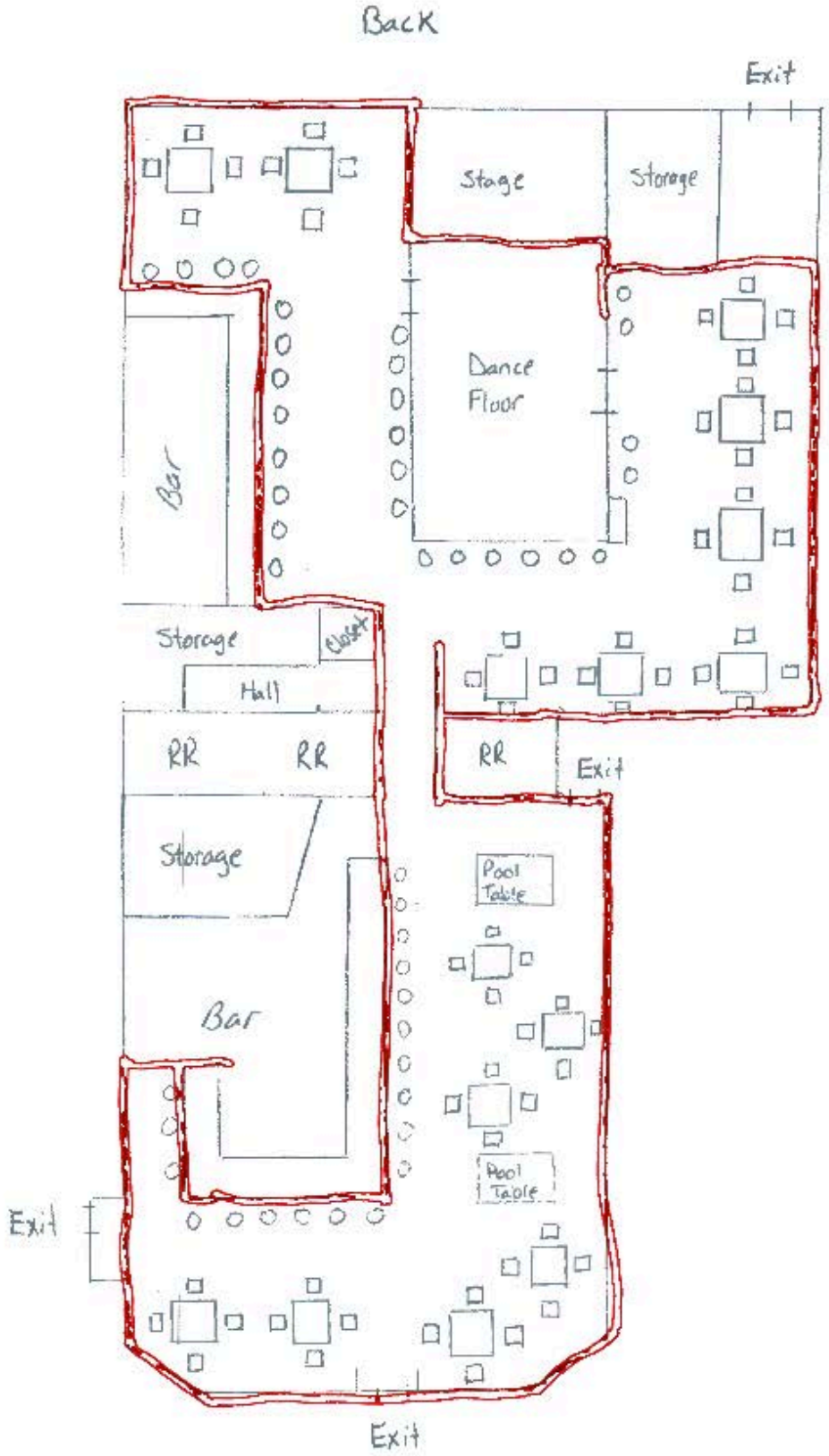


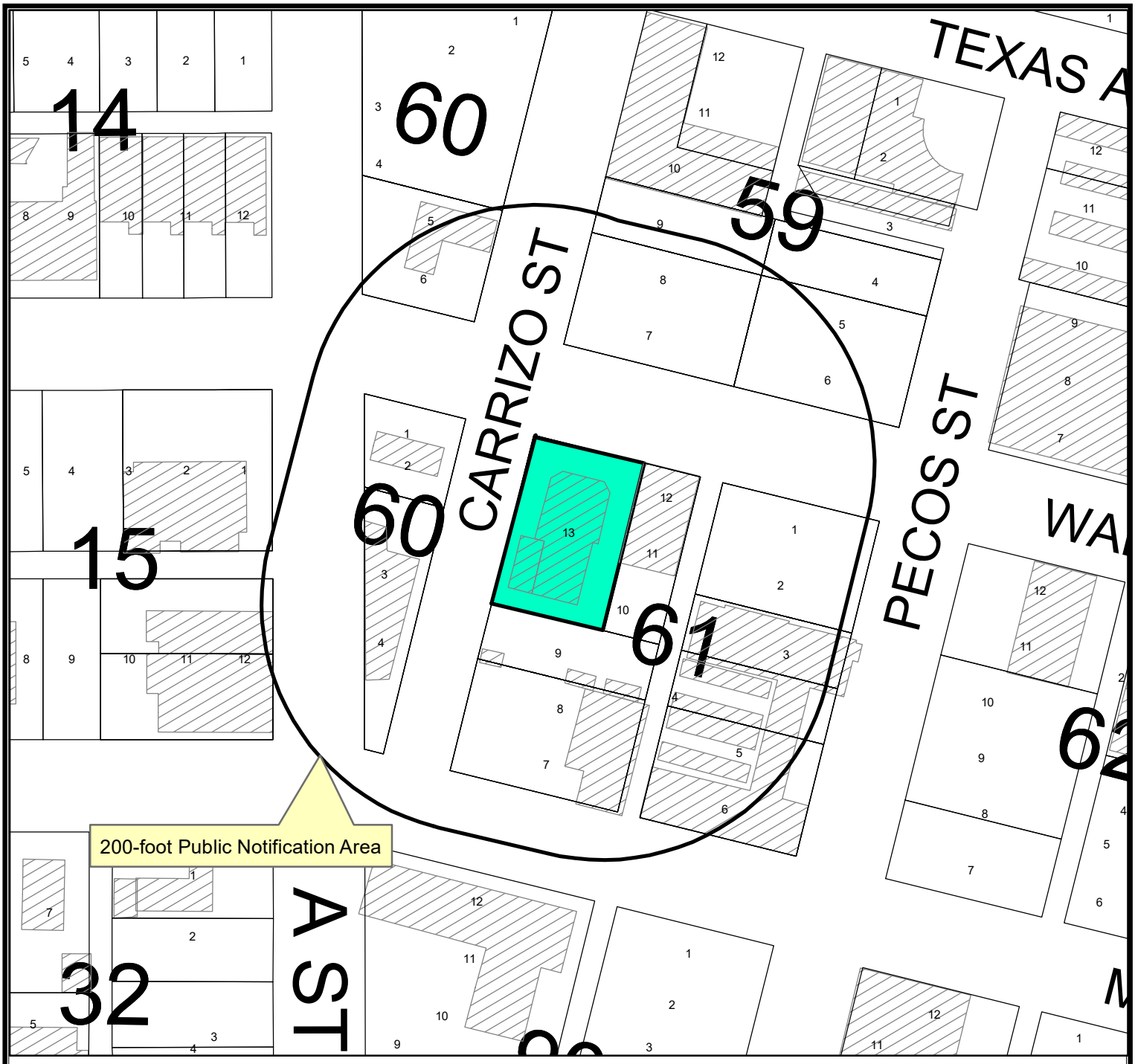
MISSION

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

621 West Wall St. Midland, Tx 79701

max occupancy: 115
Serviceable square footage: 4,462 ft.²





Location Map

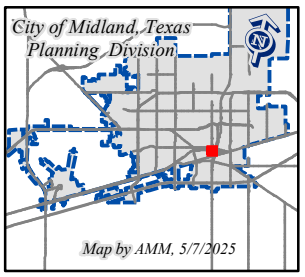
SUD-25-0202 **Scale: 1" = 600'**

Consider a request by 237 West Wall, LLC, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Bar on Lot 13, Block 61, Original Town, Section 25, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of West Wall Street and South Carrizo Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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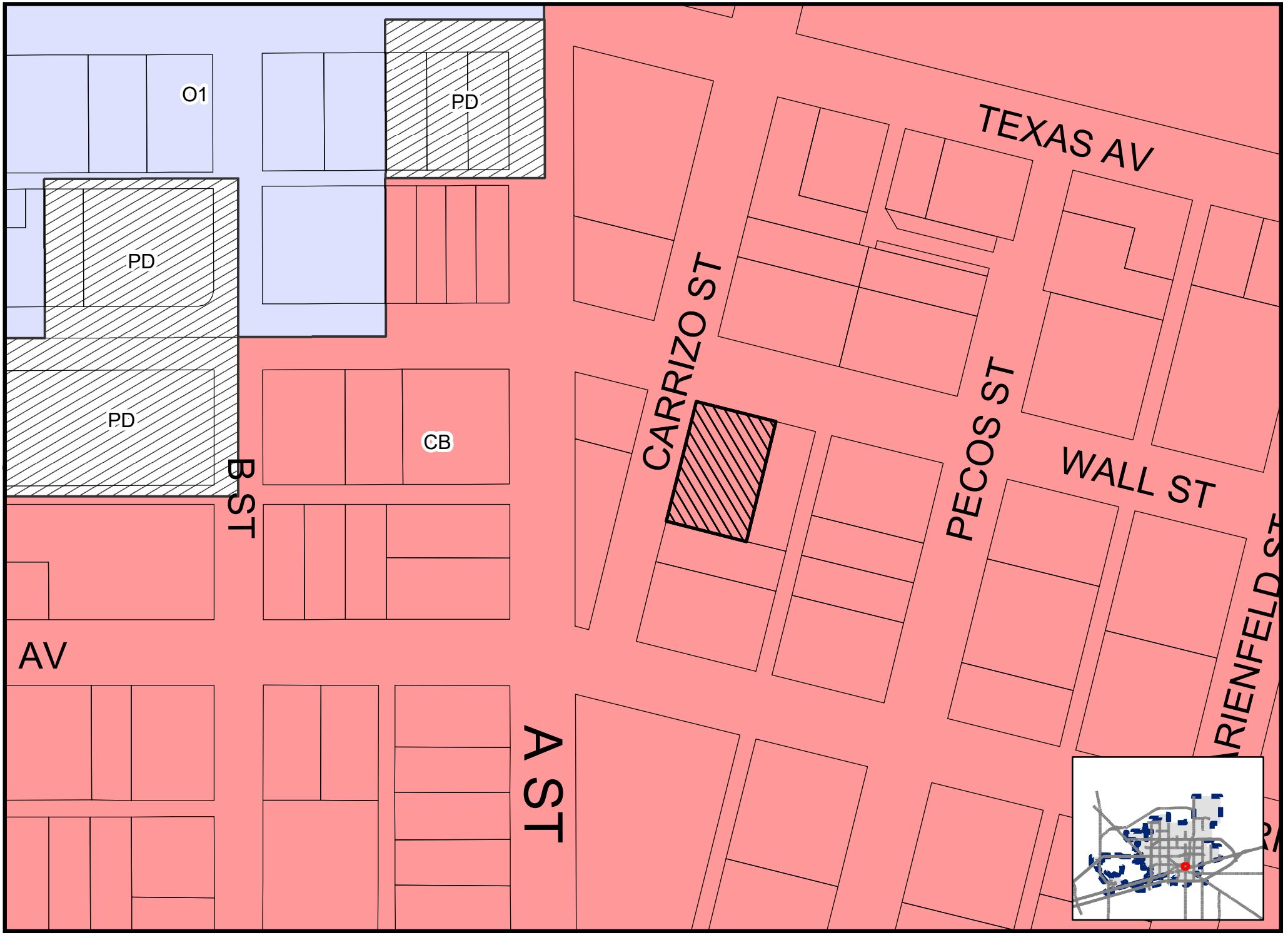
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by AMM

SUD-25-0202

Scale: 1" = 600'

ZONING MAP

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59

60

CARRIZO ST

61

PECOS ST

15

62

Double Bar Saloon

City Council Meeting

Item Number: 25.
Meeting Date: March 24, 2026
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE BLOCKS 21 AND 22, REPLAT OF BLOCKS 21 AND 22 OF KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, LR, LOCAL RETAIL DISTRICT, IN PART, RR, REGIONAL RETAIL DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND HUMBLE 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 (FIRST READING HELD FEBRUARY 24, 2026)

Purpose:
Maverick Engineering, is requesting a Zone Change from MF-16, Multiple-Family Dwelling District, in part, LR, Local Retail District, in part, RR, Regional Retail District, in part, and PD, Planned Development District for a Transition District, in part, to RR, Regional Retail, in order to create one concurrent zoning for development into a new retail and quick serve restaurant site.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

MF-16, Multiple-Family Dwelling District, in part, LR, Local Retail District, in part, RR, Regional Retail District, in part, and PD, Planned Development District for a Transition District, in part

Surrounding Zoning and Land Use:

The properties to the north are zoned O1, Office District and RR, Regional Retail, to the east is RR, Regional Retail. The properties to the south are zoned RR, Regional Retail, O-1, Office District, and MF-22, Multiple Family Dwelling District. To the west is O1- Office District. Surrounding land use to the north and east is commercial stores and shops, to the south is a commercial store and multifamily structures, and to the west is Scharbauer Draw

Analysis:

The subject properties are located at the northwest corner of the intersection of North Big Spring Street and Humble Avenue. The applicant is seeking a zone change to RR, Regional Retail to create one concurrent zoning for future commercial development.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban – High (U-H) This designation allows for commercial districts, and multi-family 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)

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 MF-16, Multiple-Family Dwelling District, in part, PD, Planned Development District for a Transition District, in part, RR, Regional Retail District, in part, and LR, Local Retail District, in part, to RR, Regional Retail District.

Letters of Objection:

Staff has not received any letters of objection as of February 13, 2026.

Attachments:

A. ORDINANCE - Z-26-0464.MF-16, LR, RR, & PDTD to RR Ord
B. Z-26-0464, Combined Docs
C. CC - - Kelview Heights, Zone Change Request - Copy

Rachel Guentensberger, City Secretary Created/Initiated - 2/24/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE BLOCKS 21 AND 22, REPLAT OF BLOCKS 21 AND 22 OF KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, LR, LOCAL RETAIL DISTRICT, IN PART, RR, REGIONAL RETAIL DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND HUMBLE 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 Blocks 21 and 22, Replat of Blocks 21 and 22 of Kelview Heights Addition, City and County of Midland, Texas (the "Property"), to RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-16, Multiple-Family Dwelling District, in part, LR, Local Retail District, in part, RR, Regional Retail District, in part, and PD, Planned Development District for a Transition District, in part, to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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

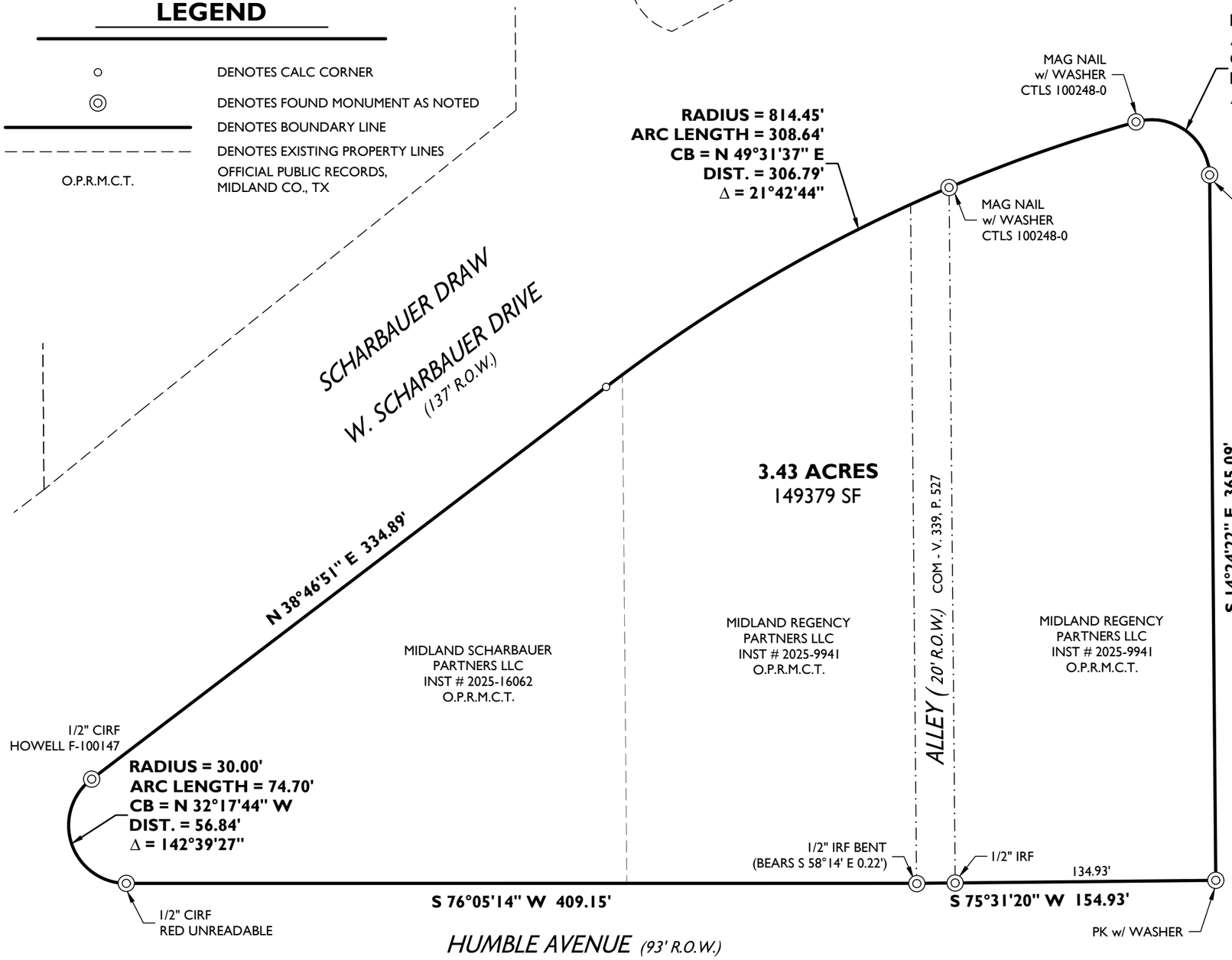
APPROVED ONLY AS TO FORM:

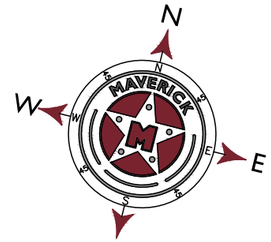
_____
Nicholas Toulet, City Attorney

Drawing : F:\2025\250152-MIDLAND REGENCY PARTNER & MIDLAND SCHARBAUER PARTNERS-BIG SPRING RETAIL\DRAWINGS\ZONING\250152 ZONING EXHIBIT.DWG Last Saved By: adevine on 1/21/26

LEGEND

- DENOTES CALC CORNER
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BOUNDARY LINE
- DENOTES EXISTING PROPERTY LINES
- O.P.R.M.C.T. — OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX





FIELD NOTE DESCRIPTION OF A 3.43 ACRE TRACT OF LAND OUT OF SECTION 23, BLOCK 39, TOWNSHIP ONE SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, AND BEING AN AGGREGATE OF THOSE SAME TRACTS AS DESCRIBED IN "EXHIBIT A" AND "EXHIBIT B" IN DOCUMENT #2025-9941 AND A CALLED 1.02 ACRE TRACT AS DESCRIBED IN DOCUMENT #2025-16062 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING *AT N(Y): 10702668.30', E(X): 1754990.69, A MAG NAIL WITH WASHER MARKED "CTLS 100248-00" (CTLS) ON THE WEST RIGHT OF WAY LINE OF NORTH STATE HIGHWAY 349 (NORTH BIG SPRING STREET), BEING A POINT ON THE EAST LINE OF LOT 1, BLOCK 22, KELVIEW HEIGHTS ADDITION AS RECORDED IN CABINET A, PAGE 47 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, AND BEING A POINT ON THE EAST LINE HEREOF;*

THENCE SOUTH *14°24'22" EAST, 365.09 FEET ALONG SAID NORTH BIG SPRING STREET TO A PK WITH WASHER FOUND AT THE NORTHWEST INTERSECTION OF SAID BIG SPRING AND HUMBLE AVENUE, AND FOR THE SOUTHEAST CORNER HEREOF;*

THENCE *SOUTH 75°31'20" WEST, AT 134.93 FEET PASSING A ONE HALF INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF A 20' ALLEY AS SHOWN IN BLOCK 22 OF SAID KELVIEW HEIGHTS ADDITION, SAME BEING THE SOUTHEAST CORNER OF A 20-FOOT UTILITY EASEMENT AS DESCRIBED IN VOLUME 339, PAGE 527 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, AND CONTINUING A FOR A TOTAL DISTANCE OF 154.93 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 20-FOOT ALLEY AND SAID 20-FOOT UTILITY EASEMENT, FROM WHICH A BENT ONE HALF INCH IRON ROD FOUND BEARS SOUTH 58°14'00" EAST, 0.22 FEET;*

THENCE *SOUTH 76°05'14" WEST, 409.15 FEET TO A ONE HALF INCH IRON ROD WITH AN ILLEGIBLE RED CAP FOUND AT A POINT OF DEFLECTION RIGHT FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 32°17'44" WEST, 56.84 FEET, FOR THE SOUTHWEST CORNER HEREOF;*

THENCE *ALONG THE ARC OF SAID CURVE A DISTANCE OF 74.70 FEET TO A ONE HALF INCH IRON ROD WITH CAP MARKED "HOWELL F-100147" FOUND AT A POINT OF TANGENCY ON THE SOUTH LINE OF WEST SCHARBAUER DRIVE AND FOR A CORNER HEREOF;*

THENCE *NORTH 38°46'51" EAST, ALONG SAID WEST SCHARBAUER DRIVE, 334.89 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 814 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 49°31'37" EAST, 306.79;*

THENCE *ALONG THE ARC OF SAID CURVE, AT 205.91 FEET PASSING A "CTLS" FOUND FOR THE NORTHEAST CORNER OF SAID 20-FOOT ALLEY AND UTILITY EASEMENT, AND CONTINUING FOR A TOTAL ARC LENGTH OF 308.64 FEET TO A "CTLS FOUND FOR THE BEGINNING OF A CONTINUOUS CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 68°04'31" EAST, 46.94 FEET;*

THENCE *ALONG THE ARC OF SAID CURVE A DISTANCE OF 53.91 FEET TO THE* ***POINT OF BEGINNING*** *CONTAINING 3.43 ACRES OF LAND.*

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NAD 83, U.S. SURVEY FOOT WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989911 AT NGS "MIDLAND".*

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

JOB NO.:	FIELD WORK:	DRAWN BY:	REV 1:	REV 2:
250152	8.19.25	AAD		

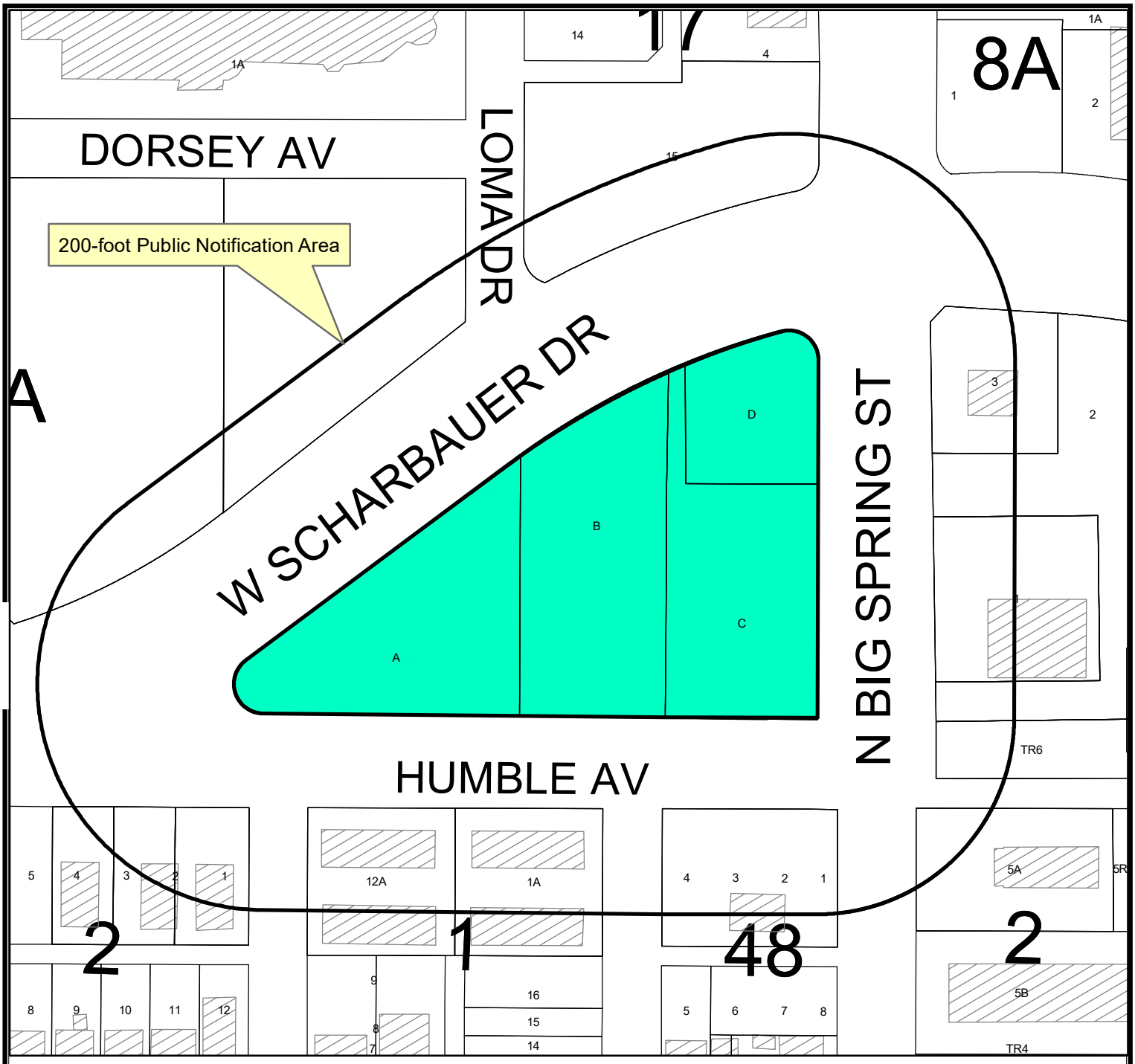
I THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

GREGORY W. SHOULTS, RPLS #5356 JANUARY 21, 2026
FIRM NO. TX #10194514

STATE OF TEXAS REGISTERED GREGORY W. SHOULTS 5356 PROFESSIONAL LAND SURVEYOR

EXHIBIT A

ZONING BOUNDARY EXHIBIT
3.43 ACRES TO BE REZONED TO RR
BEING ALL OF BLOCKS 21 & 22, KELVIEW HEIGHTS ADDITION,
CITY AND COUNTY OF MIDLAND, TEXAS



Location Map

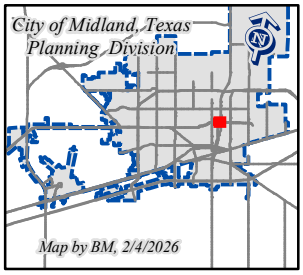
Z-26-0464 **Scale: 1" = 145'**

Consider a request by Maverick Engineering, on behalf of Midland Regency Partners, LLC, for a Zone Change from MF-16, Multiple-Family Dwelling District, in part, PD, Planned Development District for a Transition District, in part, RR, Regional Retail District, in part, and LR, Local Retail District, in part to RR, Regional Retail District on all of Blocks 21 and 22, Block 21 and 22 Replat of Kelview Heights Addition, City and County of Midland, Texas.

Generally located at the northwest corner of the intersection of North Big Spring Street and Humble Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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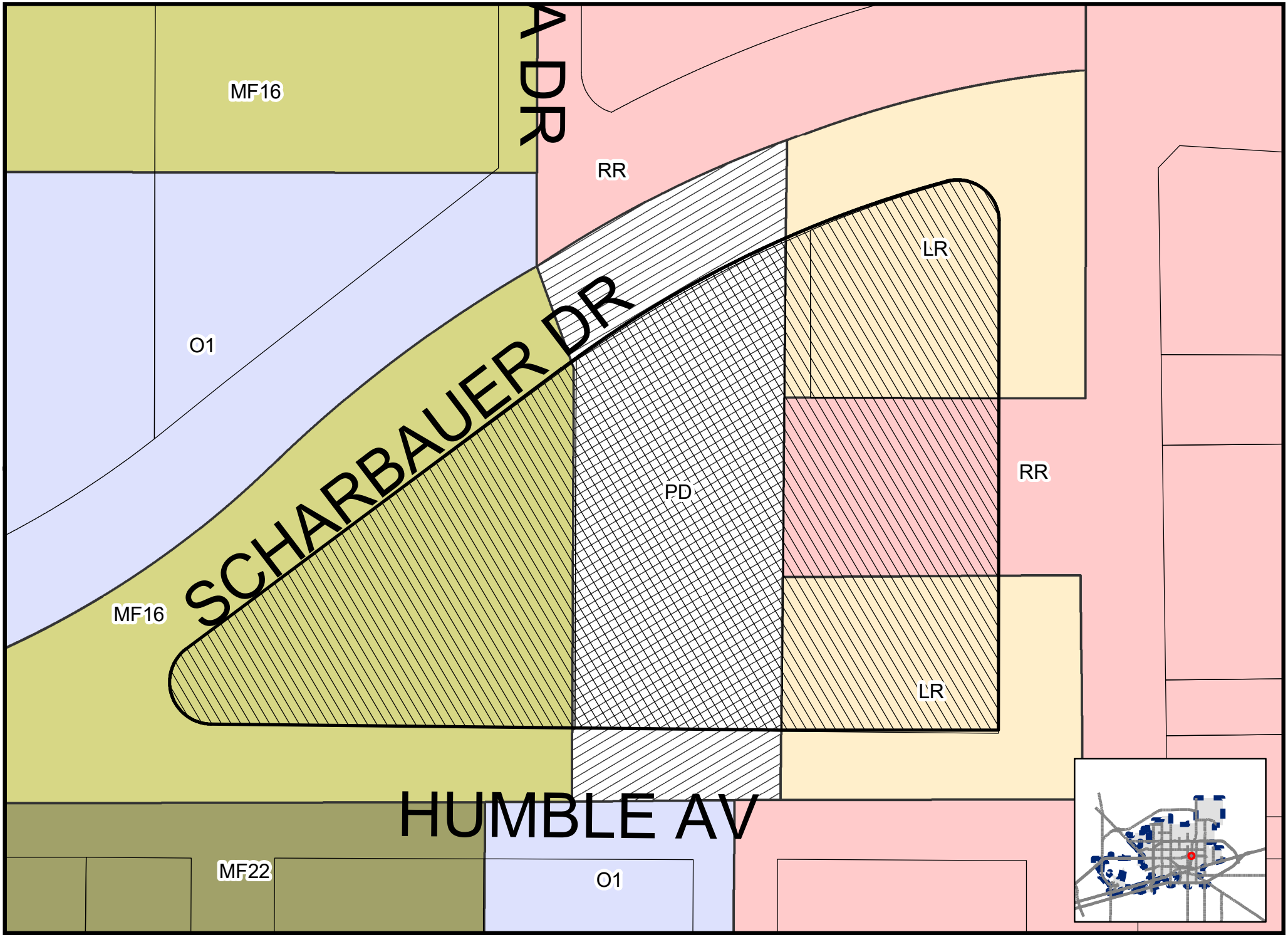
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BM, 2/4/2026

Z-26-0464

Scale: 1" = 86'

ZONING MAP

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SCHARBAUER
SCHARBAUER
21 & 22
BIG SPRING
HUMBLE
TR6

Humble Ave 400

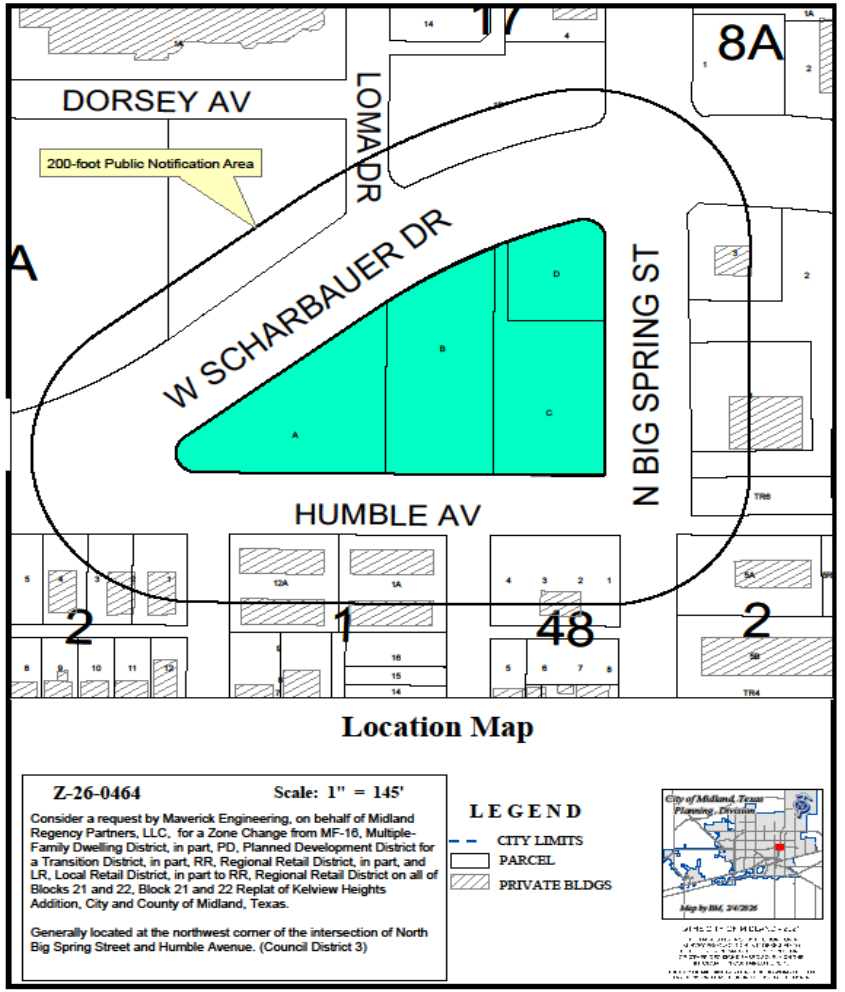
PUBLIC NOTICE
CITY COUNCIL
CITY HALL CHAMBERS
FOR MORE INFORMATION
CALL 695-7400

OBEY WARNING SIGNS STATE LAW

MIDLAND
Be the Energy!
ZONE CHANGE
KELVIEW HEIGHTS ADDITION, SECTION 15
Visit Our Website
MIDLANDTEXAS.GOV

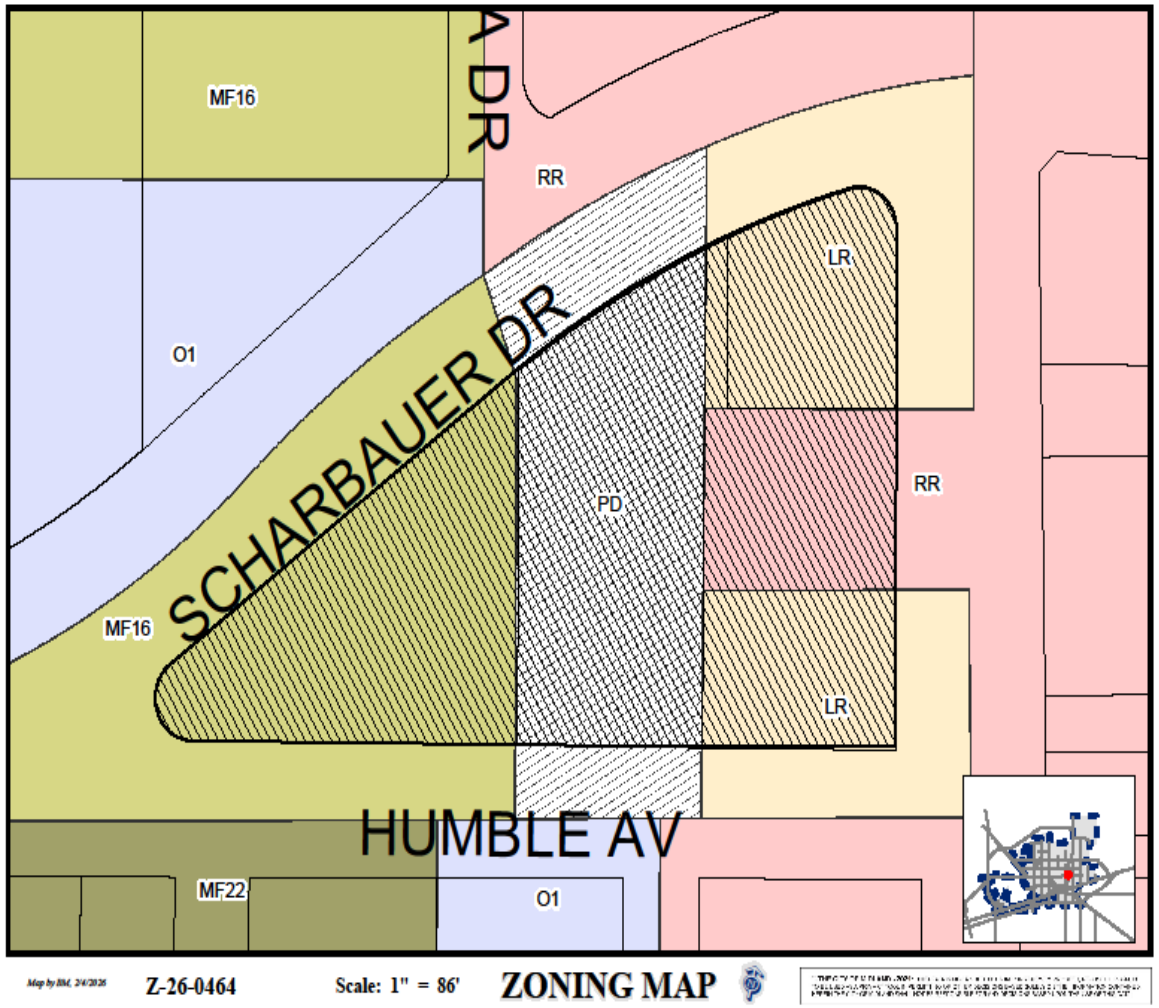
APPLICATION SUMMARY

- **Applicant:** Ashlee Devine, with Maverick Engineering
- **Property Owner:** Midland Regency Partners, LLC
- **Location:** Generally located at the northwest corner of the intersection of North Big Spring Street and Humble Avenue. (Council District 3)
- **Reason for Request:** Establish consistent zoning for future commercial development



ZONING

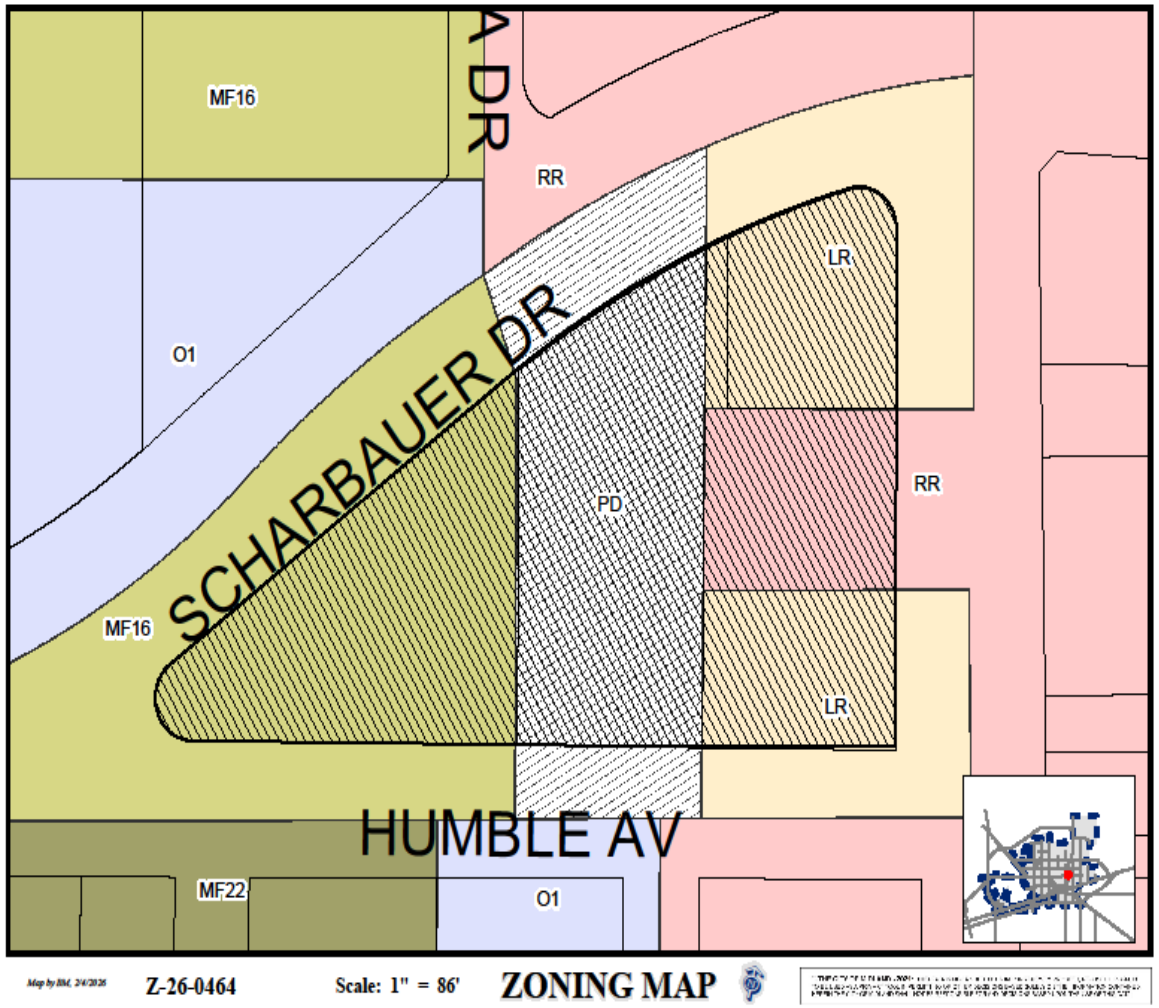
- **Current Zoning:** MF-16, Multiple-Family Dwelling District, in part, LR, Local Retail District, in part, RR, Regional Retail District, in part, and PD, Planned Development District for a Transition District, in part
- **Surrounding Zoning:**
  - **North:** O-1, Office District and RR, Regional Retail District
  - **East:** RR, Regional Retail District



MIDLAND
Be the Energy!

ZONING

- **Surrounding Zoning:**
  - **South:** RR, Regional Retail District, O-1, Office District, MF-22, Multiple-Family Dwelling District
  - **West:** O-1, Office District
- **Proposed Zoning:** RR, Regional Retail District



MIDLAND
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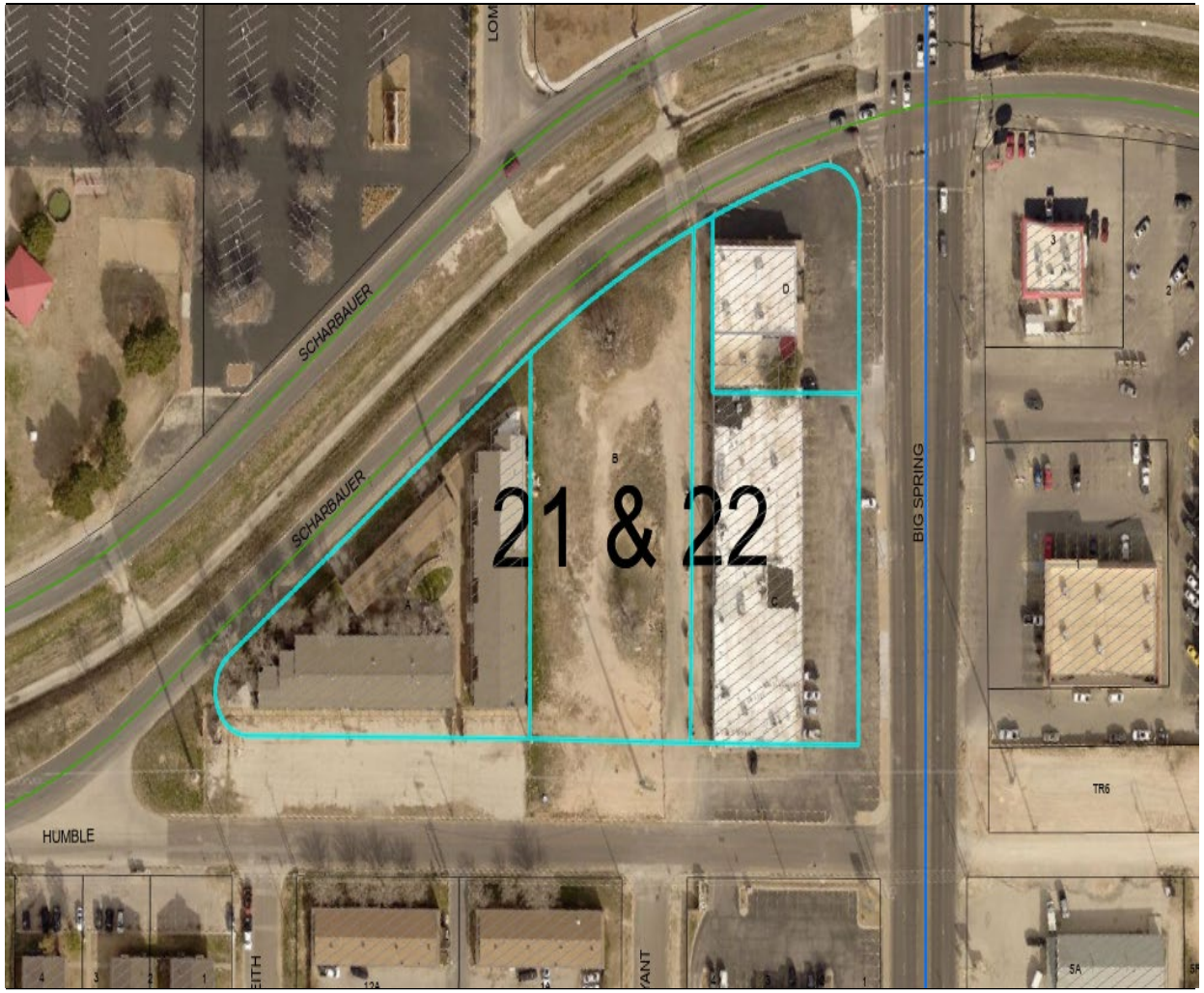
LAND USE

- **Current Use:** Vacant Land and Retail Stores and Shops
- **North/East:** Retail Stores and Shops
- **South:** Retail Stores and Shops and Multi-Family Residential
- **West:** Scharbauer Draw

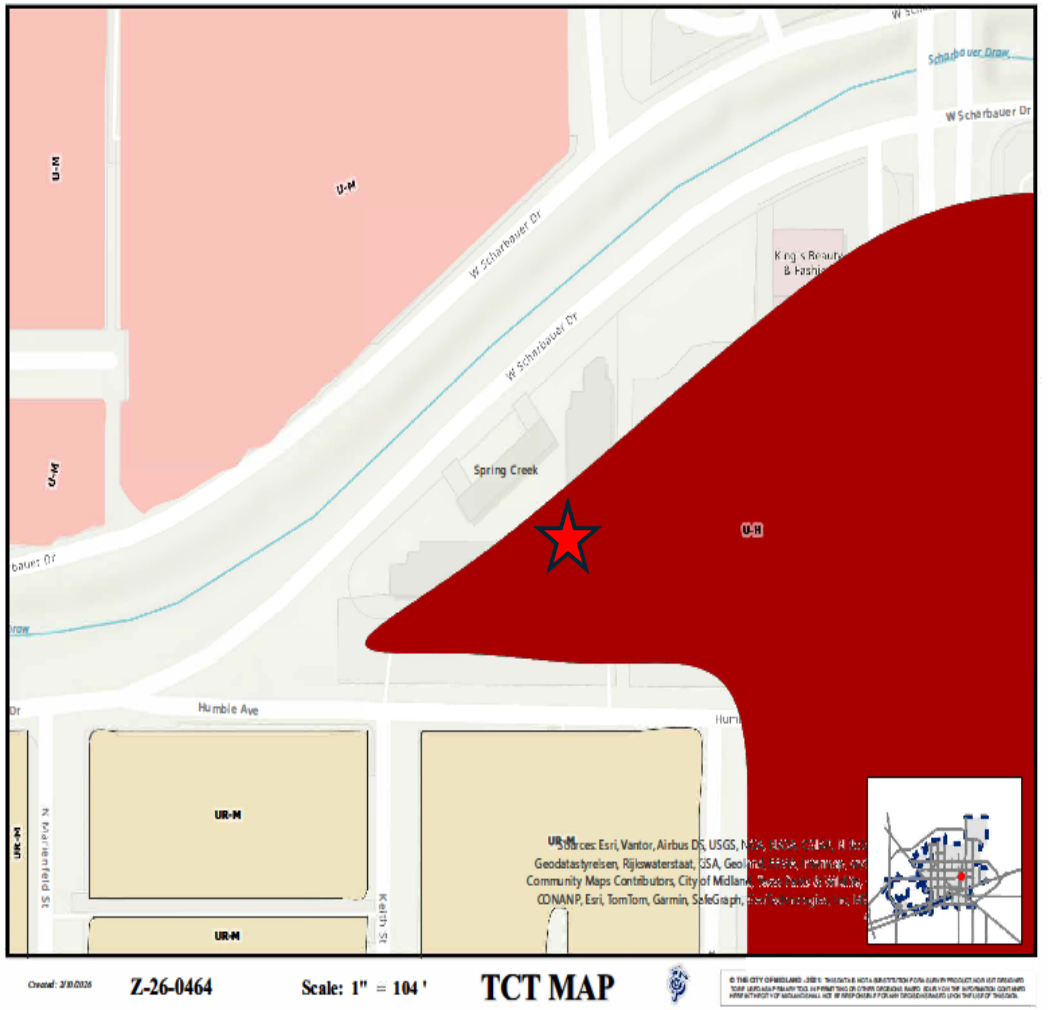
- **Proposed Use:** Retail Stores and Shops and a Restaurant with a Drive-Through



On Humble Avenue, Looking East

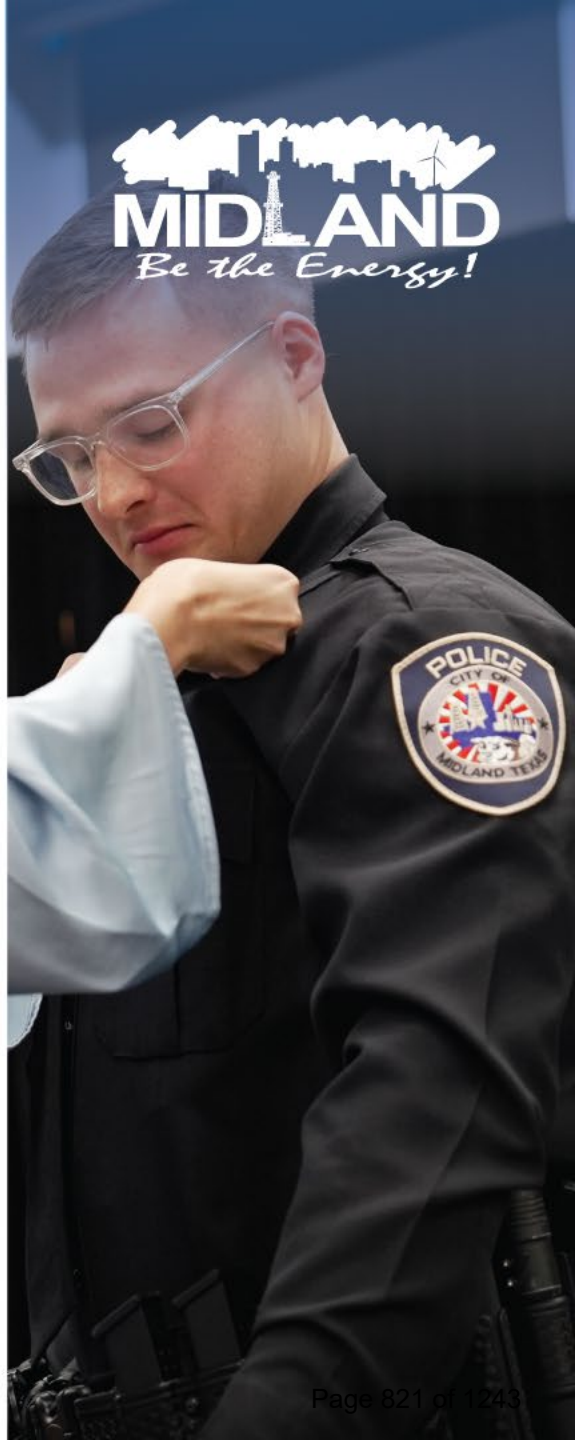
COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-High, (U-H)
- **Supported Uses:** Supporting uses include 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.*



RELATED ITEMS

- In addition to the zone change request, the property is currently in the process of being platted.



STAFF'S RECOMMENDATION

- 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: 26.
Meeting Date: March 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 AND 2, BLOCK 15, LILLY HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ANDREWS HIGHWAY AND TARLETON 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 FEBRUARY 24, 2026)

Purpose:

Billy Reynolds, on behalf of RASI Ventures, LLC, is requesting a zone change from PD, Planned Development District for an Office Center to O-1, Office District for the properties located at 3409 and 3411 Andrews Highway. The applicant plans to develop the property located at 3411 into a new office space, while leaving the existing medical clinic at 3409 Andrew Highway.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

PD, Planned Development District for an Office Center

Surrounding Zoning and Land Use:

The properties to the north and west are zoned PD, Planned Development District for an Office

Center, and consist of office space and medical clinics. The properties to the south are zoned SF-1, Single-Family Dwelling District, and are used for single-family housing. The property to the east is zoned O-1, Office District, and is used for office space.

Analysis:

The subject properties are located at 3409 and 3411 Andrews Highway. The properties are presently zoned PD, Planned Development District for an Office Center. Billy Reynolds, on behalf of RASI Ventures, LLC, is seeking a zone change to O-1, Office District. The current use of the property, located at 3411 Andrews Highway, is a vacant lot. The applicant plans to develop this property into an office space. The current use of the property, located at 3409 Andrews Highway, is a medical clinic, and that use will remain the same. The underlying zoning for the current Planned Development District is O-1, Office District, which allows for the use of both office buildings and medical clinics by right. However, the established PD requires that any changes to the site plan must be handled in the same manner as a zone change.

This zone change would allow for the new development to establish a low-intensity zoning district that fits each proposed use while also not having to amend the current PD ordinance. Per the Nonresidential Zoning District Dimensional Regulations Chart, these lots meet the requirements for the O-1, Office District. [Midland City Code Section 5.05]

This Tall City Tomorrow Comprehensive Plan, Chapter 3; designates this area as a special study area. The comprehensive plan has no policies established for this area. This request is compatible with the surrounding land use.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

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, planning/zoning requirements, established setbacks, Health department regulations, 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)

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.]

Planning: (Approved)

Staff recommends approval of this Zone Change from PD, Planned Development District for an Office Center to O-1, Office District.

Letters of Objection:

Staff has not received any letters of objection as of February 13, 2026.

Attachments:

A. ORDINANCE W EXH - Z-26-0463.PDOC to O-1 Ord
B. Z-26-0463, Combined Documents
C. CC - - 3411 Andrews Highway ZC

Rachel Guentensberger, City Secretary Created/Initiated - 2/24/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 AND 2, BLOCK 15, LILLY HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ANDREWS HIGHWAY AND TARLETON 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 1 and 2, Block 15, Lilly Heights Addition, City and County of Midland, Texas (the "Property"), to O-1, Office District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for an Office Center to O-1, Office District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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

RE-SUBDIVISION OF
LILLY HEIGHTS
AN ADDITION TO THE
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

~~SCALE: 1" = 100'~~
SCALE: 1"=200'

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF LILLY HEIGHTS, ACCORDING TO PLAT OF SAID SUB-DIVISION MADE BY PAT STANFORD, LICENSED STATE LAND SURVEYOR, AND AS DEDICATED AND ACKNOWLEDGED BY TYSON MIDKIFF ON November 5, 1948 WAS APPROVED BY PROPER ACTION OF THE CITY COUNCIL OF MIDLAND, TEXAS ON Nov. 9, 1948.

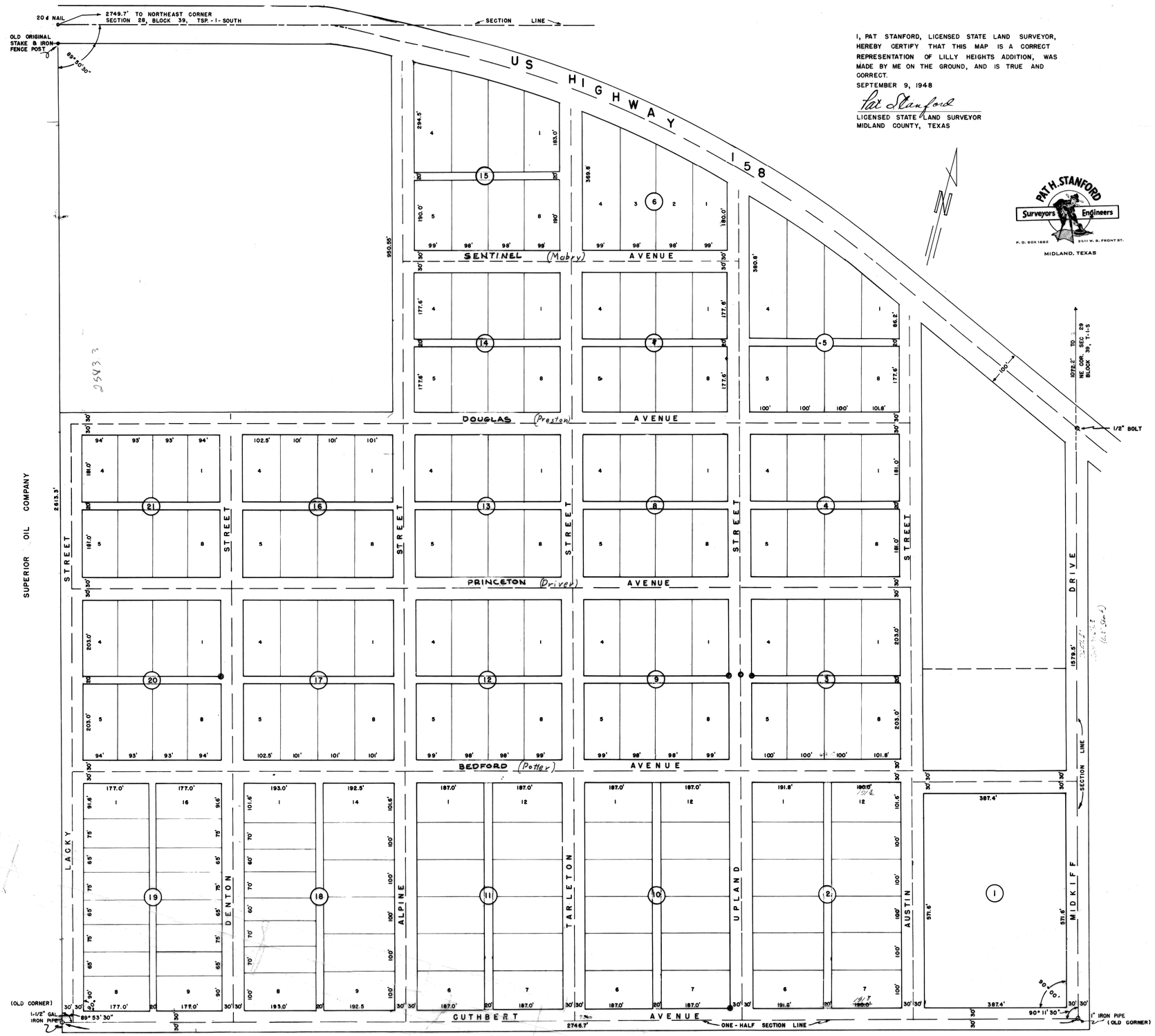
R. H. Stafford
MAYOR, CITY OF MIDLAND

ATTEST: J. C. Henderson
CITY SECRETARY

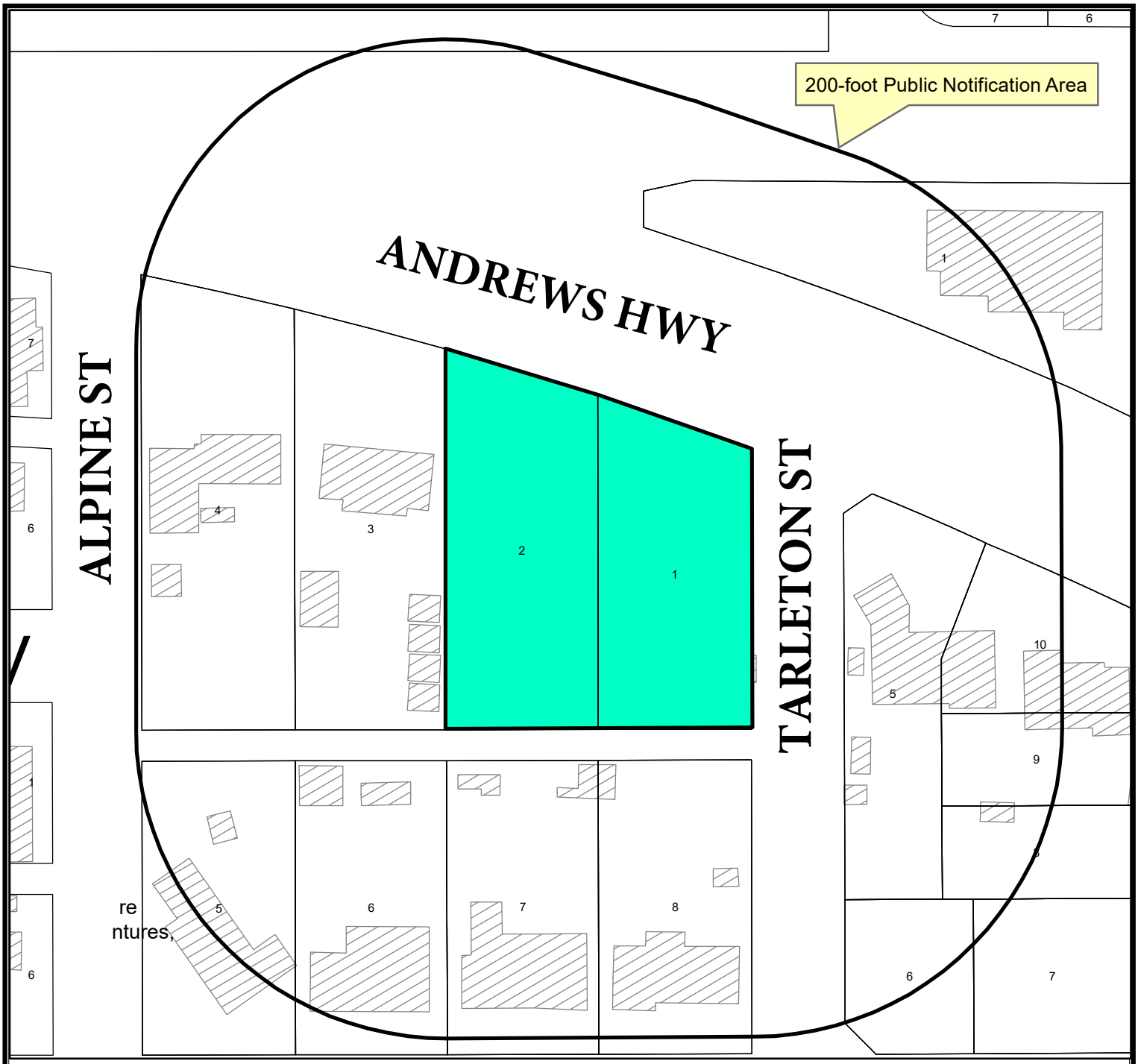
I, PAT STANFORD, LICENSED STATE LAND SURVEYOR, HEREBY CERTIFY THAT THIS MAP IS A CORRECT REPRESENTATION OF LILLY HEIGHTS ADDITION, WAS MADE BY ME ON THE GROUND, AND IS TRUE AND CORRECT.
SEPTEMBER 9, 1948

Pat Stanford
LICENSED STATE LAND SURVEYOR
MIDLAND COUNTY, TEXAS

PAT H. STANFORD
Surveyors Engineers
P. O. BOX 1882 2511 W. 9. FRONT ST.
MIDLAND, TEXAS



PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. — CABINET D
DATE 12-21-48 PAGE 154



Location Map

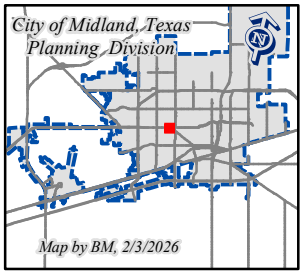
Z-26-0463 **Scale: 1" = 93'**

Consider a request by Billy Reynolds, on behalf of RASI Ventures, LLC, for a Zone Change from PD, Planned Development District for an Office Center to O-1, Office District on Lots 1 and 2, Block 15, Lilly Heights Addition, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of Andrews Highway and Tarleton Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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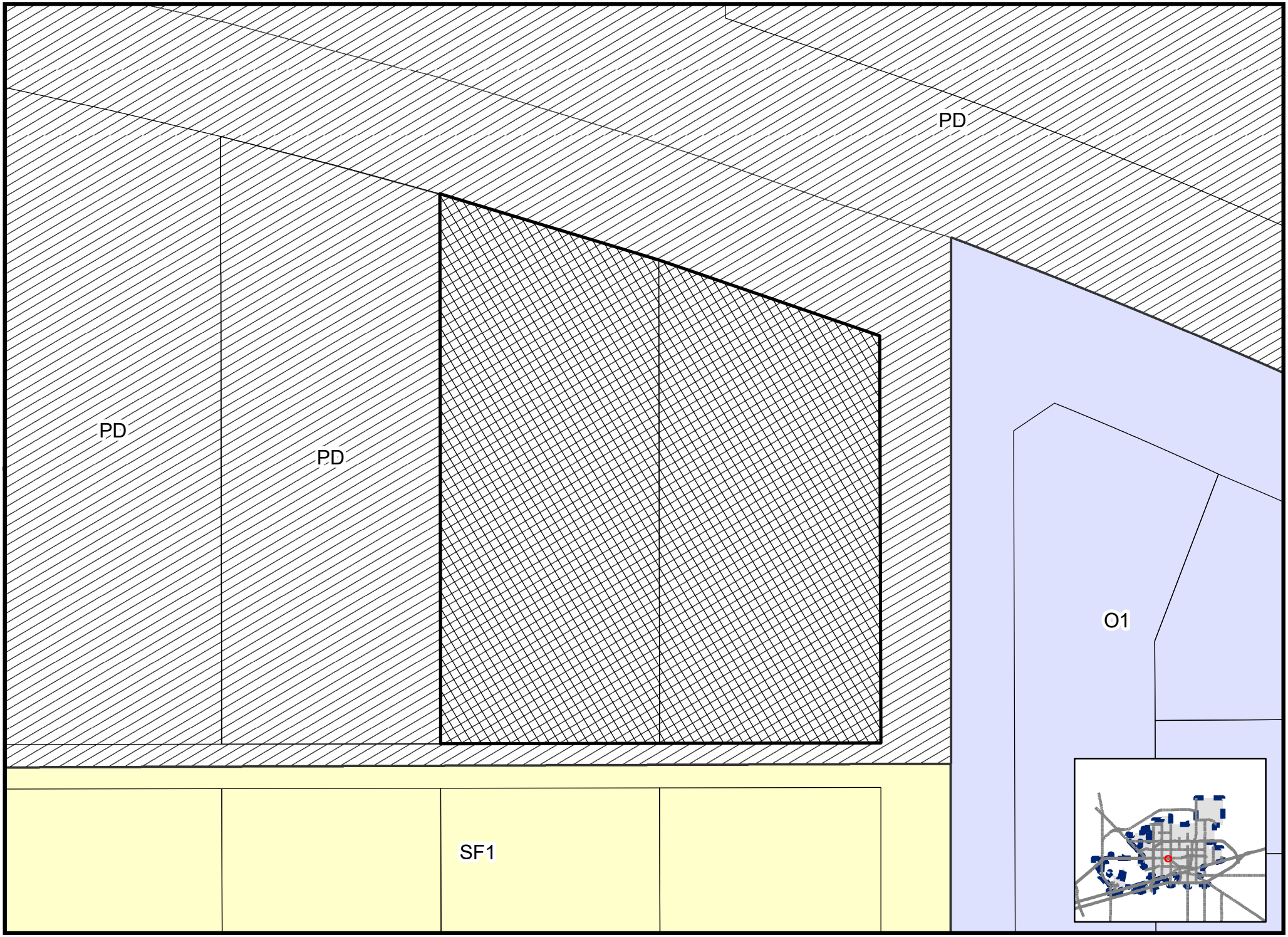

Map by BM, 2/3/2026

Z-26-0463

Scale: 1" = 54'

ZONING MAP

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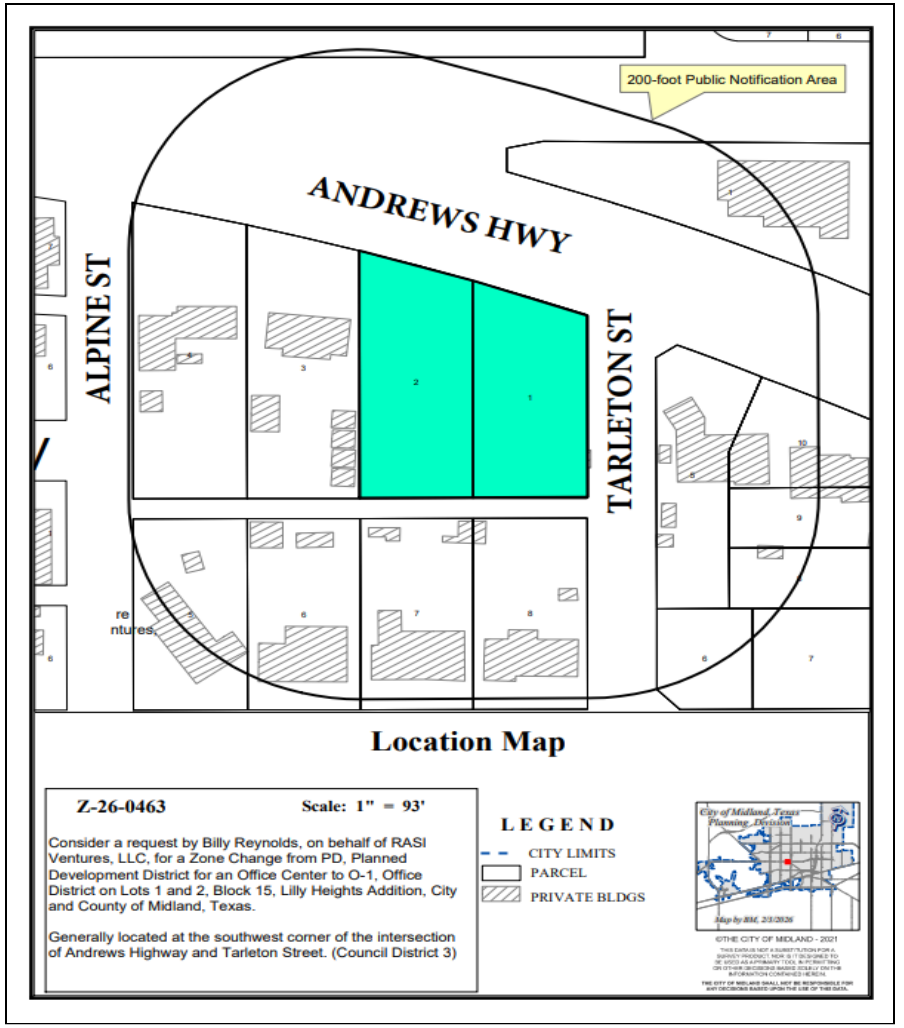
MIDLAND
Be the Energy!
ZONE CHANGE
3409 & 3411 ANDREWS HIGHWAY
Visit Our Website
MIDLANDTEXAS.GOV

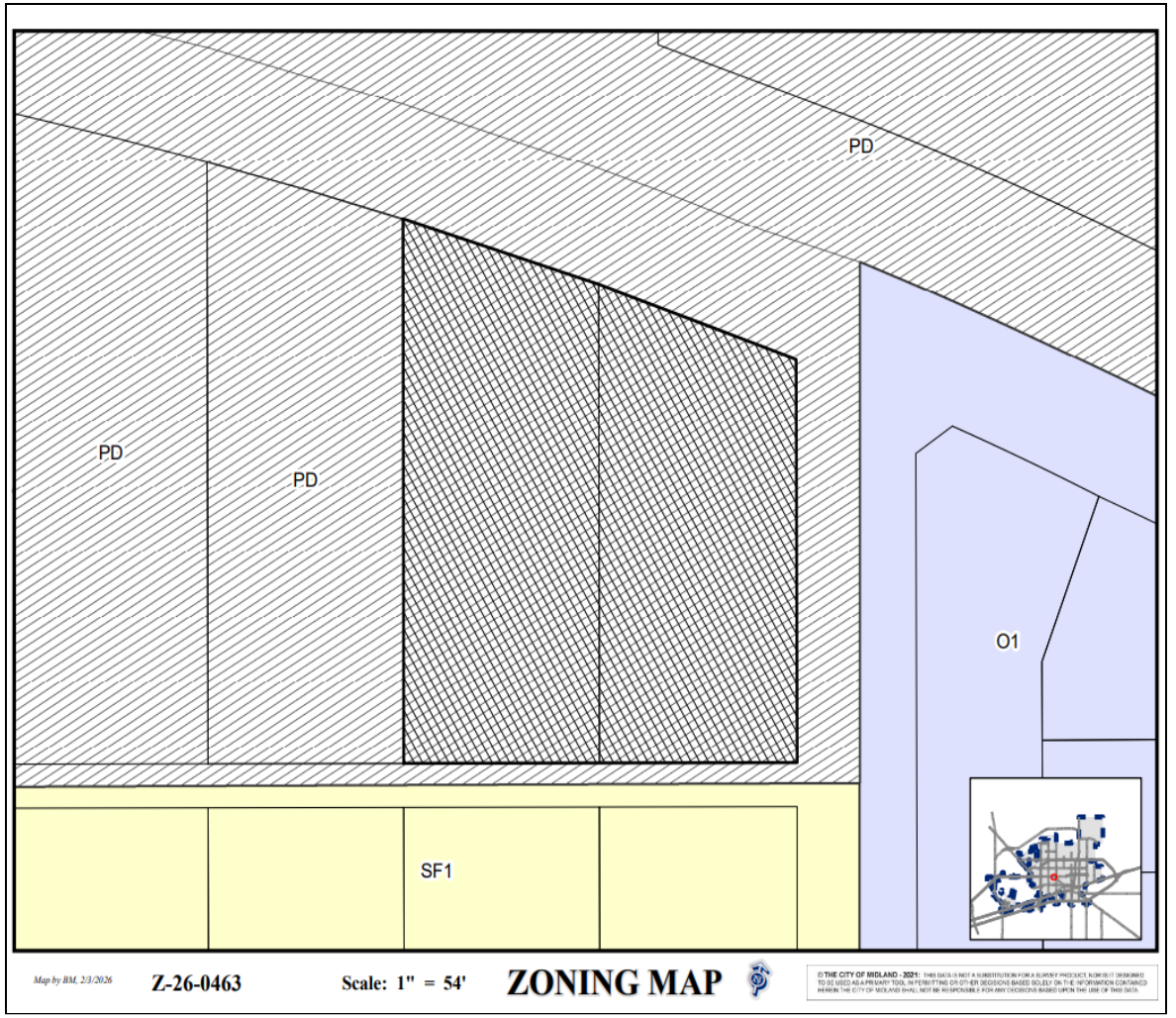
APPLICATION SUMMARY

- **Applicant/Representative:** Billy Reynolds
- **Property Owner:** RASI Ventures, LLC
- **Location:** 3409 and 3411 Andrews Highway (Council District 3)
- **Reason for Request:** For future office space



ZONING

- **Current Zoning:** PD, Planned Development District for an Office Center
- **Surrounding Zoning:**
  - **North/West:** PD, Planned Development District for an Office Center
  - **South:** SF-1, Single-Family Dwelling District
  - **East:** O-1, Office District
- **Proposed Zoning:** O-1, Office District



LAND USE

- **Current Use:** Vacant Lot and Medical Clinic
- **Surrounding Uses:**
  - **North:** Medical Clinic
  - **South:** Single-Family Housing
  - **East/West:** Office Building
- **Proposed Use:** Medical Clinic and Office Building

On Andrews Highway, Looking South

MIDLAND
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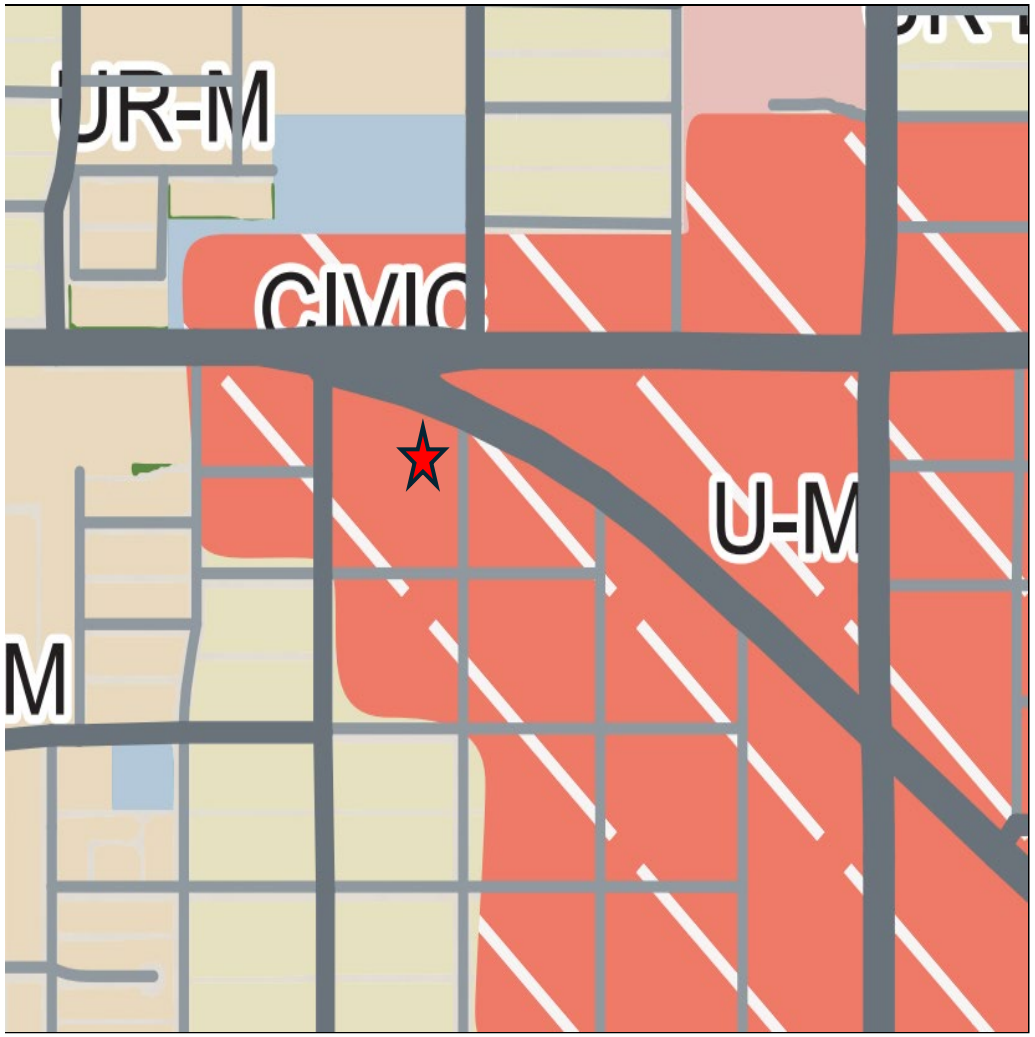
COMPREHENSIVE PLAN

- **Land Use Designation:** Special Study Area, (SPA)
- **Supported Uses:** This designation has no established policies.
- The request is compatible with the surrounding land use.



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission recommended approval of this request on February 17, 2026.
- 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: 27.
Meeting Date: March 24, 2026
To: City Council
From: Madelim Jaquez, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 7A, BLOCK 6, WESTCLIFF ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WOODCREST DRIVE AND PRINCETON AVENUE), BY PERMITTING (1) A REDUCED MINIMUM LOT DEPTH AND (2) 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 (DEFERRED FROM FEBRUARY 24, 2026)

Purpose:
Duryn Henington, on behalf of Garrett Hall, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to allow for (1) a reduced minimum lot depth and (2) a reduced minimum lot width for the property located at 1401 Woodcrest in order to subdivide the property into 4 lots.

Recommended Action:
Approval

Fiscal Impact:
No City funds are required to process this request.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
The subject property is zoned 2F, Two-Family Dwelling District. Per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum lot depth is 100 feet, and the minimum lot width for an interior lot is 70 feet, and 75 feet for a corner lot on a 2F, Two-Family Dwelling District. The applicant is in the process of replatting this lot into four lots. Two of the four proposed lots do not meet depth and width requirements for 2F zoning. The northwest lot has a depth of 90.64 feet instead of 100 feet. The southeast lot has a depth of 90 feet instead of 100 feet, and a width of 70.57 feet instead of 75 feet.

The subject property is currently a church. If the special exception and final plat are approved, the owner plans to construct four single-family dwellings for each respective lot. The special exception must be approved prior to final plat submittal.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban-Medium (U-M). This designation calls for single-family and multi-family housing.

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, planning/zoning requirements, established setbacks, Health department regulations, 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 objection. [For the 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 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 four lots, the dimensions of which shall be substantially similar to those shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.**
B. **That said special exception shall not apply to any lot on the Property, as replatted, except those lots identified in Exhibit A as Lots 9 and 12, and only to the extent provided in Subsections C and D below**
C. **That the lot identified in Exhibit A as Lot 9 shall have a minimum lot depth of 90.64 feet.**
D. **That the lot identified in Exhibit A as Lot 12 shall have a minimum lot depth of 90**

feet and a minimum lot width of 70.57 feet.

Letters of Objection:

Staff has not received any letters of objection as of March 9, 2026.

Attachments:

Site Plan
Maps
Aerial
Site Photo
PowerPoint Presentation

Attachments:

A. ORDINANCE W EXH - E-26-0152.Garrett Hall - Red Min Lot Depth & Lot Width Ord w Exh
B. CC - - 1401 Woodcrest, Special Exception
C. E-26-0152, Combined files

Rachel Guentensberger, City Secretary	Created/Initiated - 3/6/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/17/2026
Jose Ortiz, City Manager	Approved - 3/17/2026
Morris Williams, City Manager	Approved - 3/17/2026
Jan Hamilton, City Secretary	Final Approval - 3/18/2026

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 7A, BLOCK 6, WESTCLIFF ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WOODCREST DRIVE AND PRINCETON AVENUE), BY PERMITTING (1) A REDUCED MINIMUM LOT DEPTH AND (2) A REDUCED MINIMUM LOT WIDTH; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, 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 7A, Block 6, Westcliff Addition, Section 3, City and County of Midland,

Texas (the "Property"). Said special exception shall allow (1) a reduced minimum lot depth and (2) a reduced minimum lot width.

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 four lots, the dimensions of which shall be substantially similar to those shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That said special exception shall not apply to any lot on the Property, as replatted, except those lots identified in Exhibit A as Lots 9 and 12, and only to the extent provided in Subsections C and D below.

C. That the lot identified in Exhibit A as Lot 9 shall have a minimum lot depth of 90.64 feet.

D. That the lot identified in Exhibit A as Lot 12 shall have a minimum lot depth of 90 feet and a minimum lot width of 70.57 feet.

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., 2026; 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

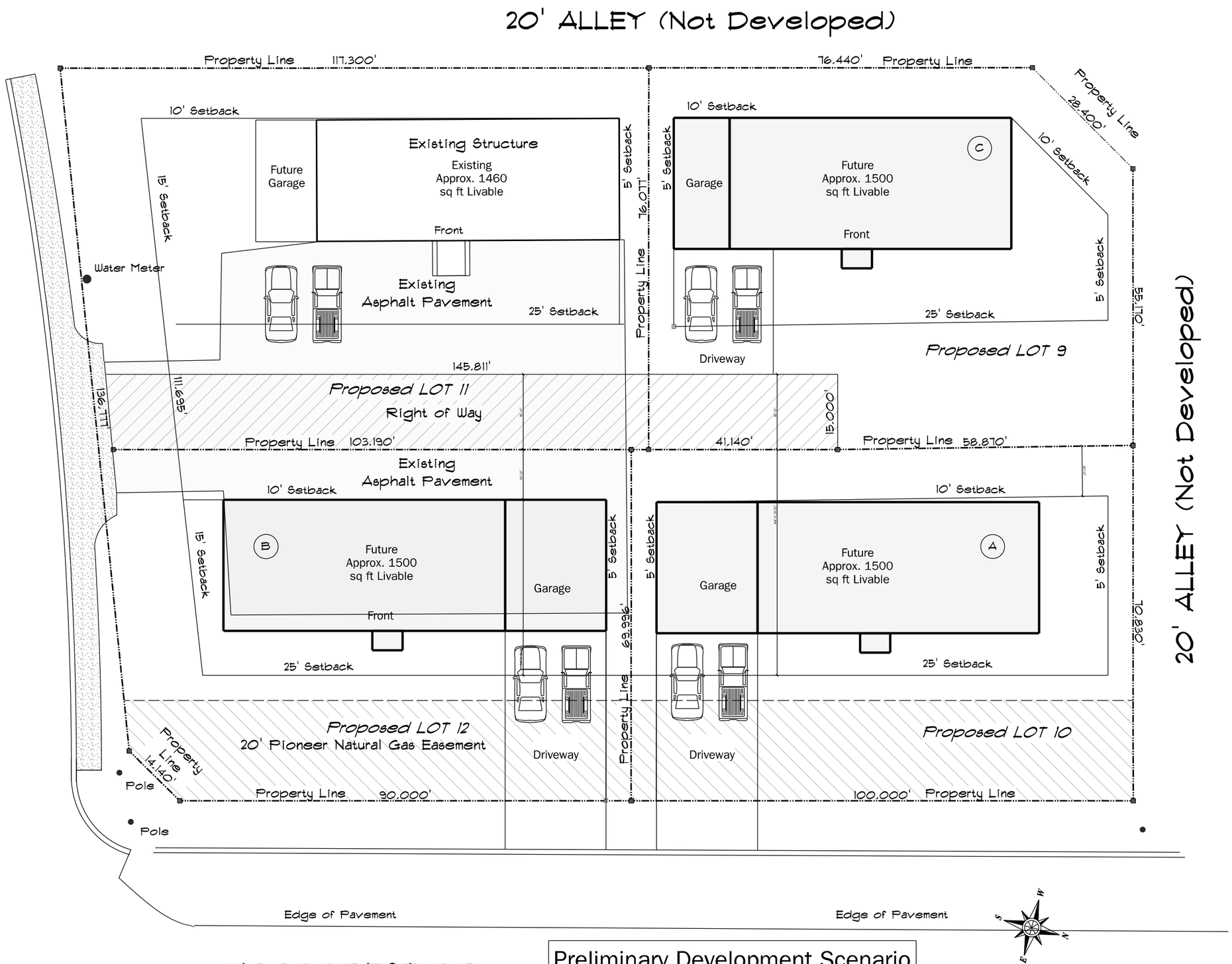
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A



Preliminary Development Scenario
January 7, 2026

Scale: 1" = 20'-0'

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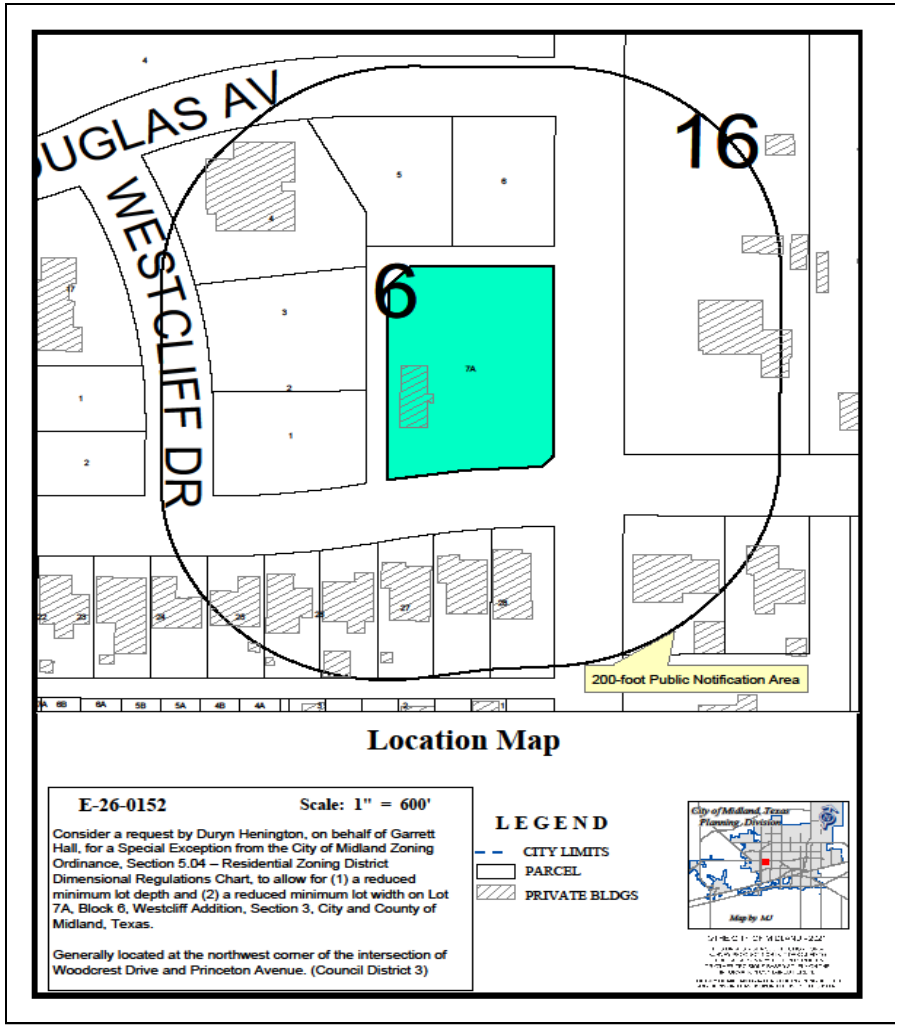
SPECIAL EXCEPTION
1401 WOODCREST
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Applicant:** Duryn Henington
- **Property Owner:** Garrett Hall
- **Location:** 1401 Woodcrest
- **Reason for Request:** For a reduced minimum lot depth and width on two proposed residential lots



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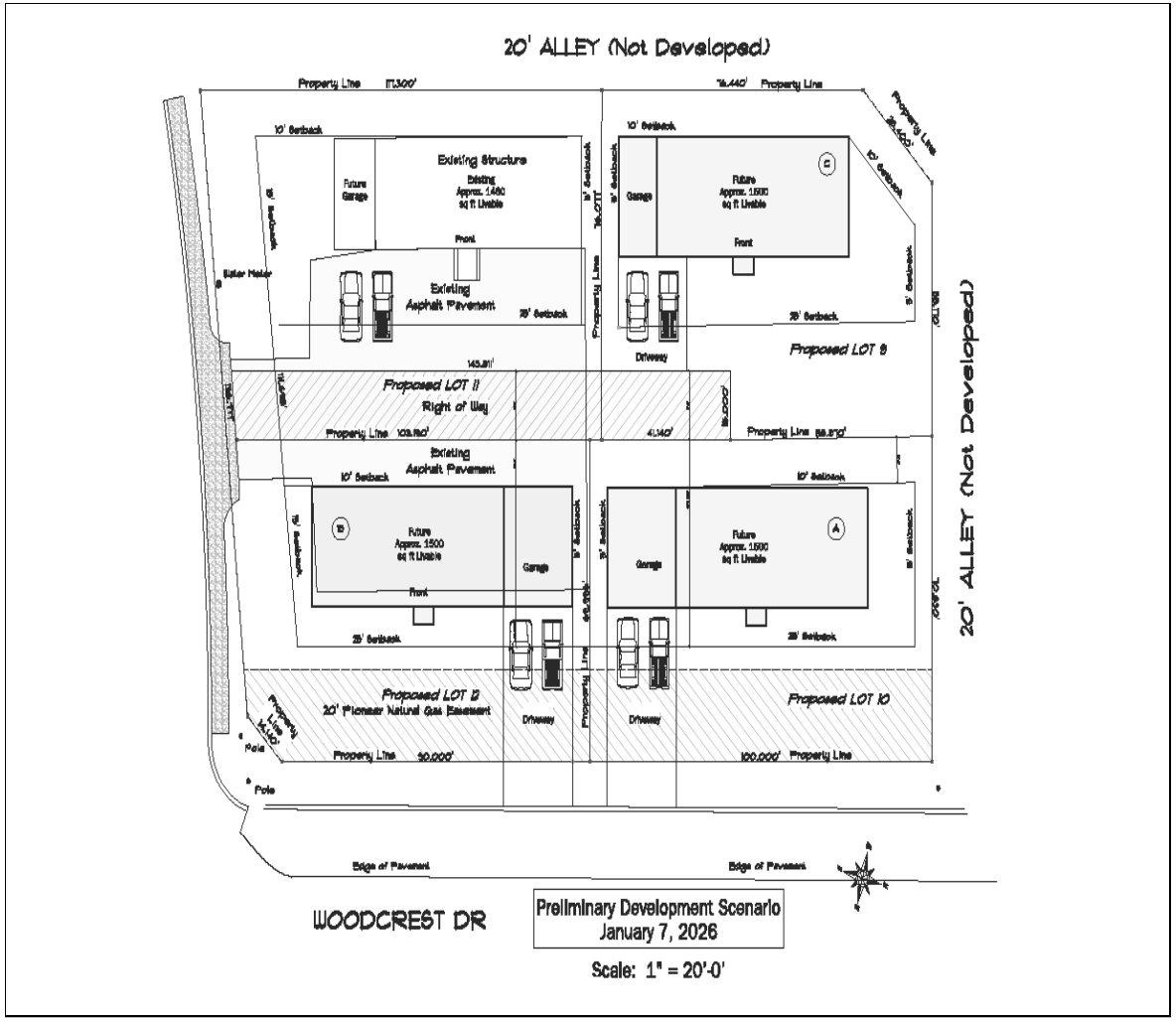
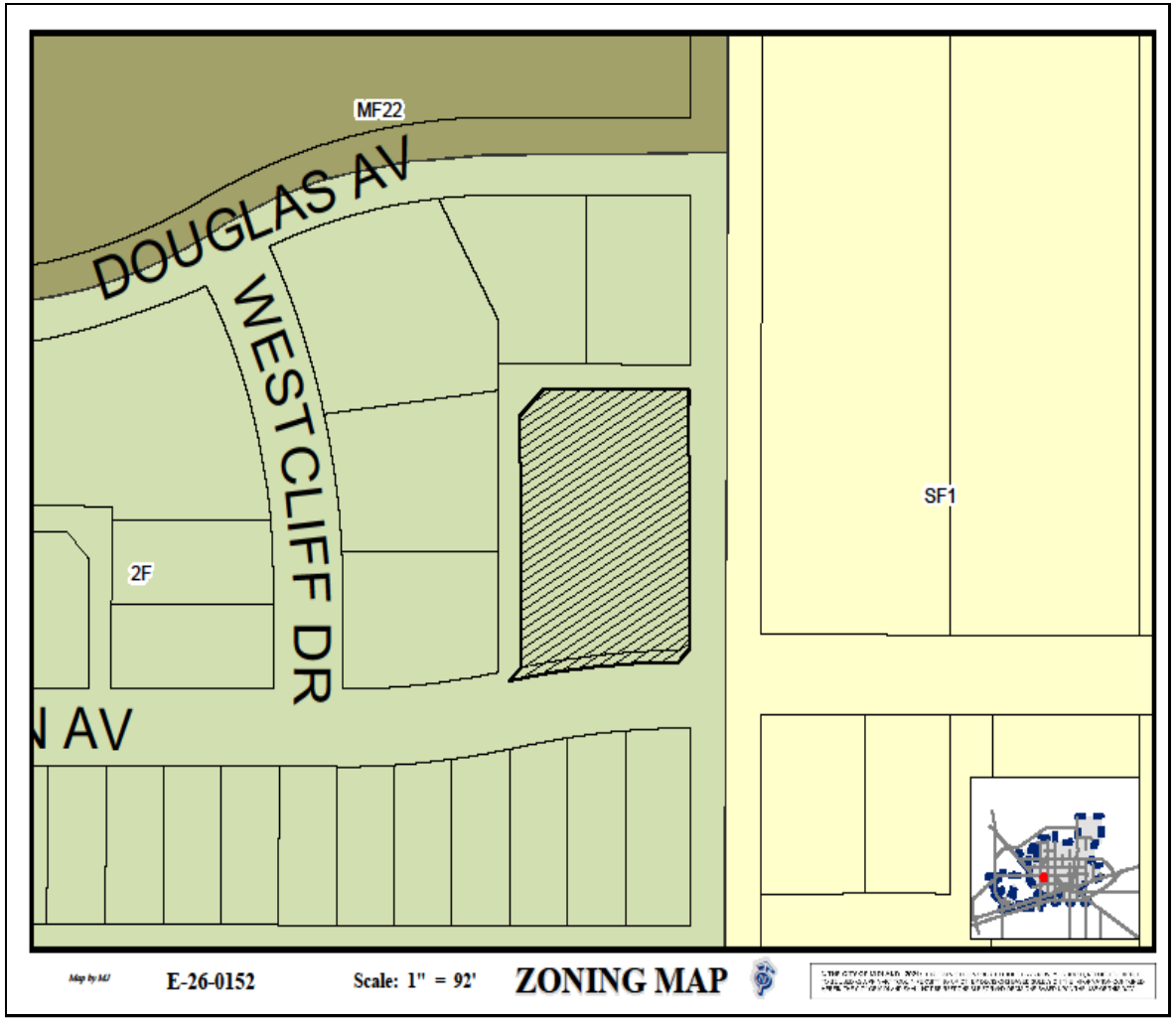
DETAILS OF REQUEST

- **Code Requirement:** Per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum lot depth is 100 feet, and the minimum lot width for an interior lot is 70 feet, and 75 feet for a corner lot on a 2F, Two-Family Dwelling District
- **Variance Requested:** A reduced minimum lot depth and a reduced minimum lot width



ZONING

- **Current Zoning:** 2F, Two-Family Dwelling District
- **Surrounding Zoning:**
  - **North/West/South:** 2F, Two-Family Dwelling District
  - **East:** SF-1, Single-Family Dwelling District



MIDLAND
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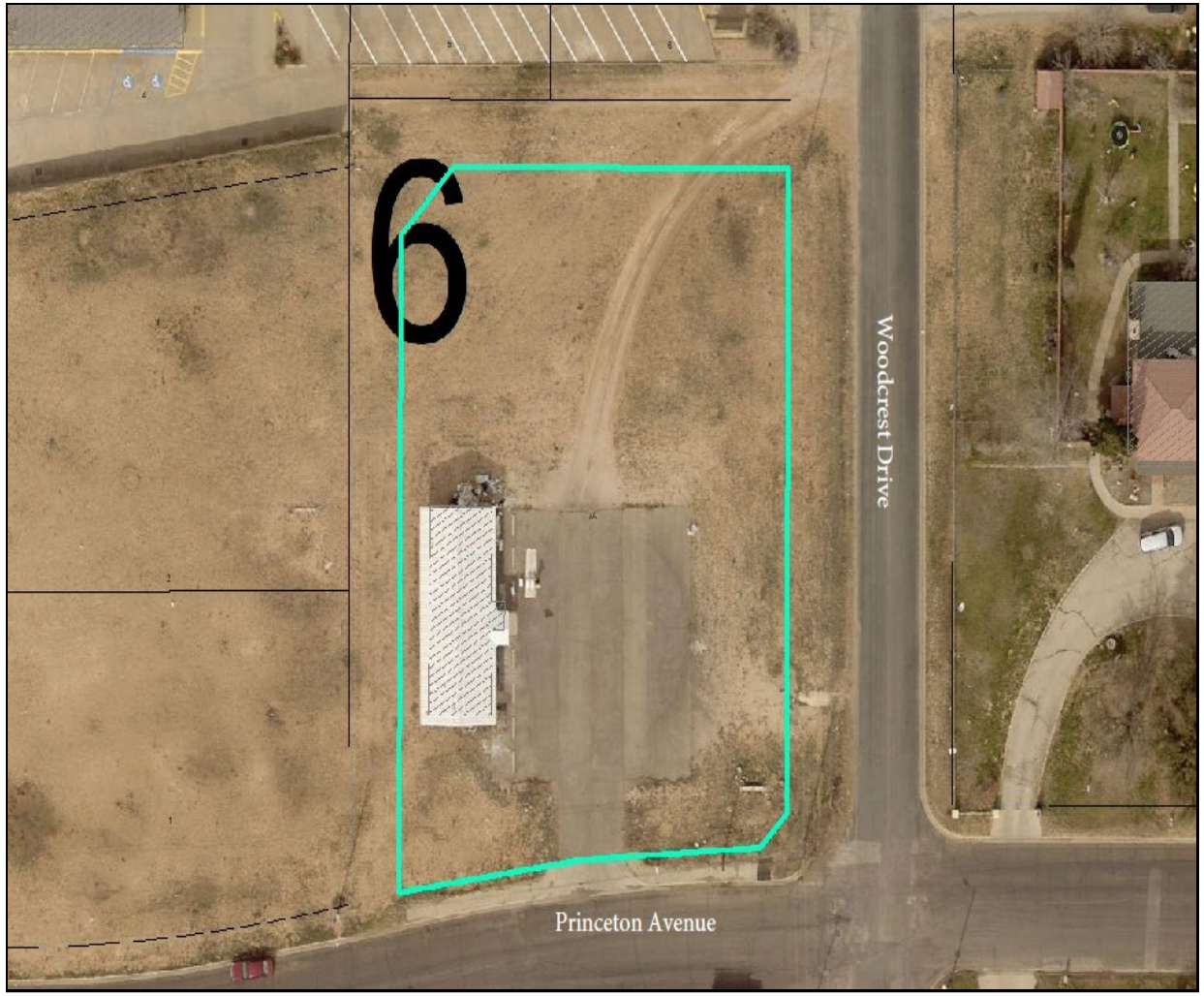
LAND USE

- **Current Use:** Religious use
- **Surrounding Uses:**
  - **North:** Religious use
  - **South/East:** Single-Family Dwellings
  - **West:** Vacant
- **Proposed Use:** Single-Family Dwellings



MIDLAND
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On Woodcrest, Looking West

MIDLAND
Be the Energy!

STAFF'S RECOMMENDATION

- No objections were received.
- Should this request be approved, staff recommends the following conditions:

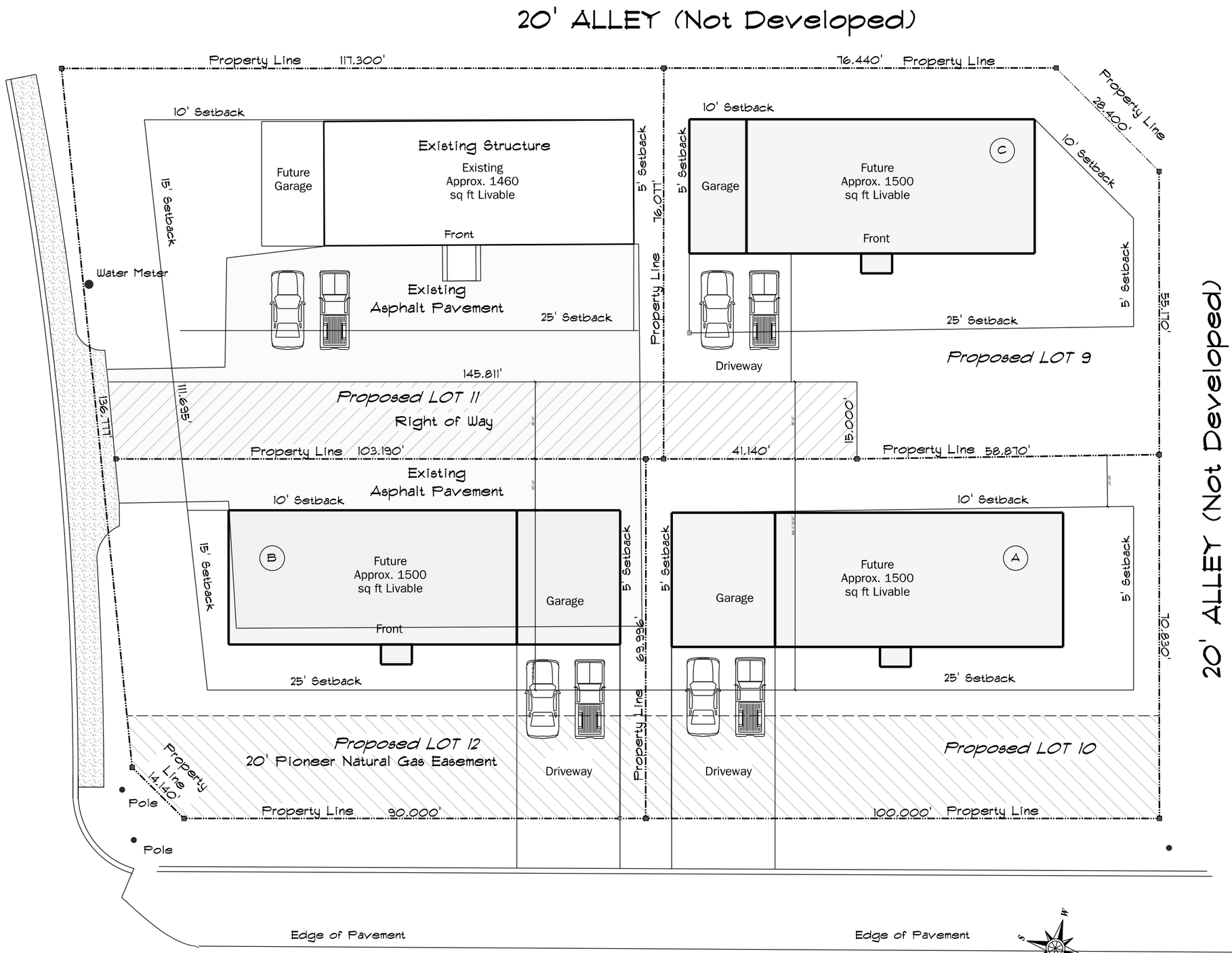
A. That said special exception shall be of no force or effect unless and until the property is replatted into four lots, the dimensions of which shall be substantially similar to those shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

STAFF'S RECOMMENDATION

B. That said special exception shall not apply to any lot on the Property, as replatted, except those lots identified in Exhibit A as Lots 9 and 12, and only to the extent provided in Subsections C and D below.
C. That the lot identified in Exhibit A as Lot 9 shall have a minimum lot depth of 90.64 feet.
D. That the lot identified in Exhibit A as Lot 12 shall have a minimum lot depth of 90 feet and a minimum lot width of 70.57 feet.

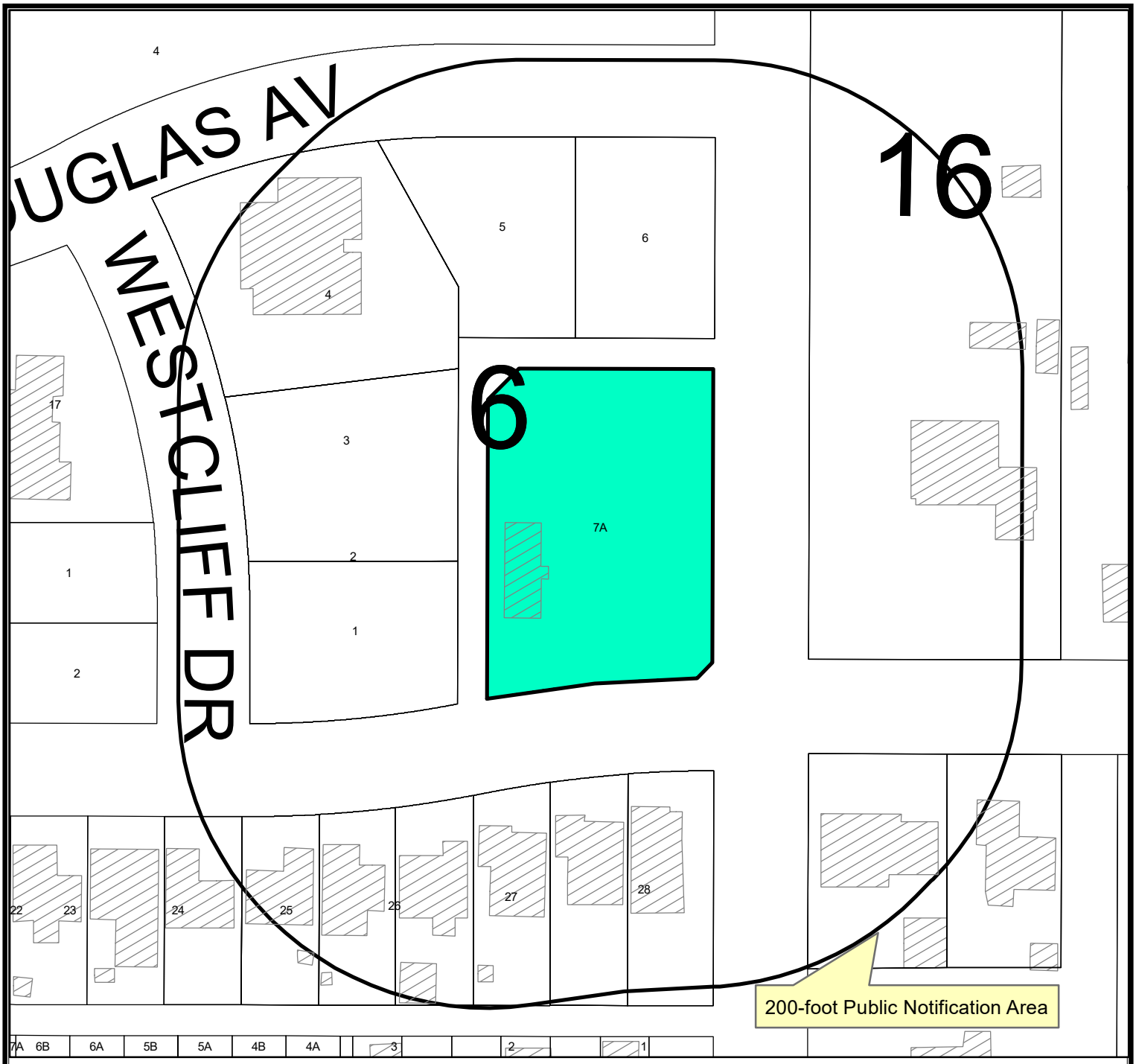
MISSION

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



Preliminary Development Scenario
January 7, 2026

Scale: 1" = 20'-0'



Location Map

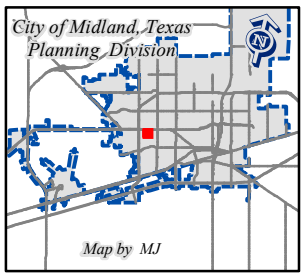
E-26-0152 **Scale: 1" = 600'**

Consider a request by Duryn Henington, on behalf of Garrett Hall, for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to allow for (1) a reduced minimum lot depth and (2) a reduced minimum lot width on Lot 7A, Block 6, Westcliff Addition, Section 3, City and County of Midland, Texas.

Generally located at the northwest corner of the intersection of Woodcrest Drive and Princeton Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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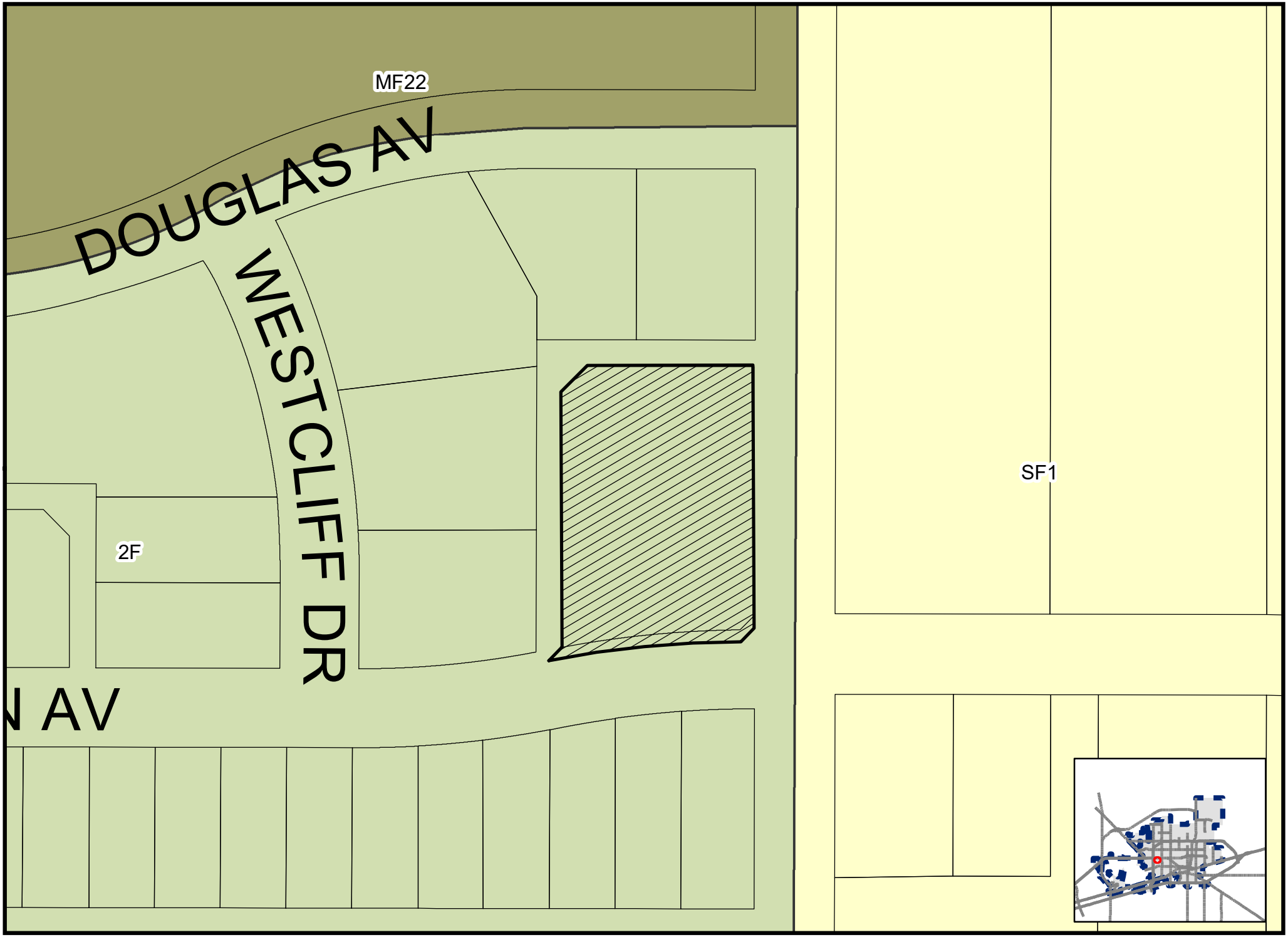
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



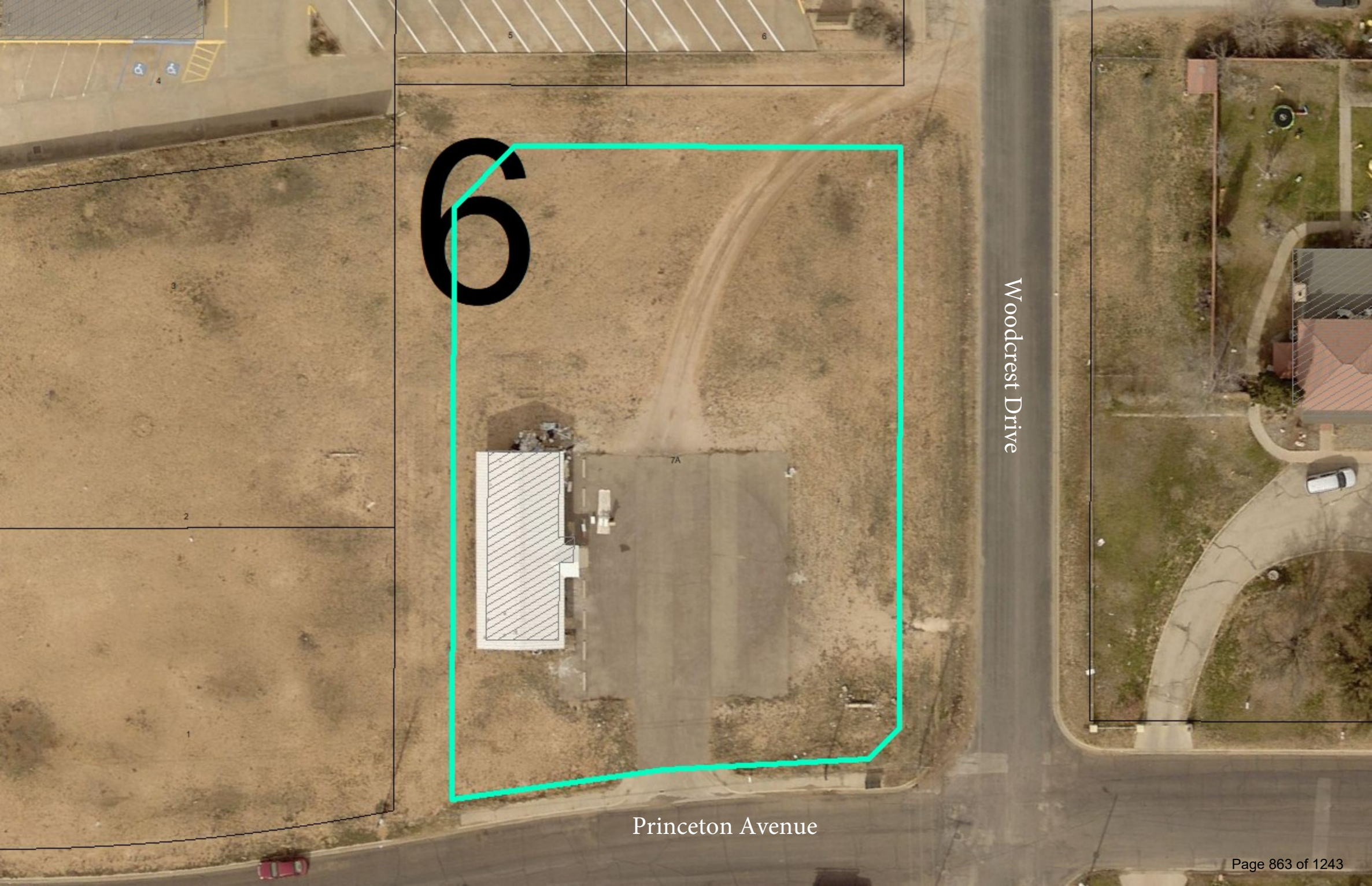
Map by MJ

E-26-0152

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 MAP


6
Woodcrest Drive
Princeton Avenue

City Council Meeting

Item Number: 28.
Meeting Date: March 24, 2026
To: City Council
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 35.05-ACRE TRACT OF LAND OUT OF SECTION 25, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO MH, MANUFACTURED HOUSING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 650 FEET NORTH OF EAST CUTHBERT 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:
The applicant, Chase Gardaphe, is requesting a zone change on a 35.05-acre tract of land from PD, Planned Development District for a Housing Development, to MH, Manufactured Housing District. This applicant seeks to update the site plan to reflect a partial property sale and permit operation of a Manufactured Home Park.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

PD, Planned Development District for a Housing Development.

Surrounding Zoning and Land Use:

The subject property is currently vacant and zoned PD, Planned Development District,

designated for a housing development. The property to the north is zoned C, Commercial District, and contains a senior living apartment facility. To the east are the City's Animal Shelter, which is zoned TP, Technology Park District, and a manufactured home park zoned AE, Agricultural Estate District. Properties to the south are developed with commercial facilities and are zoned C, Commercial District. To the west there is vacant land, which is zoned PD, Planned Development District for a Housing Development.

Analysis:

The subject property is zoned PD, Planned Development District, for a Housing Development District. The applicant, Chase Gardaphe, is requesting a rezoning to MH, Manufactured Housing District, in order to develop and operate a manufactured home park. The property owner has indicated that a portion of the property has been sold, and the requested zone change is intended to reflect that sale. Manufactured home parks are permitted in most residential zoning districts with approval of a Specific Use Designation (SUD) permit, including AE (Agricultural Estate District), CE (Country Estate District), SF-1 (Single-Family Dwelling District), SF-2 (Single-Family Dwelling District), SF-3 (Single-Family Dwelling District), and MH (Manufactured Housing District).

The Tall City Tomorrow Comprehensive Plan designates this area as Urban Medium (U-M). This request does not strictly conform to the Comprehensive Plan as the Comprehensive Plan does not call specifically for manufactured housing. However, it does call for a mix of housing types within this designation. Additionally, there is an existing mobile park located to the east across Fairgrounds Road. Therefore, an MH zoning would be compatible with the surrounding area.

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 the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For 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, planning/zoning requirements, established setbacks, Health department regulations, 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)

No objection to zone change. [For the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Planning: (Approved with Conditions)

Staff recommends approval of the proposed zone change from PD, Planned Development District for a Housing Development to MH, Manufactured Home District.

Letters of Objection:

As of March 13, 2026, staff has not received letters of objection to this request.

Attachments:

A. ORDINANCE WITH EXHIBIT - Z-26-0462.PDHD to MH Ord w Exh (1)
B. Z-26-0462, Combined Files
C. CC - - Stone Bridge Mobile Home Park PD-MH

Beatriz Quezada, Development Services	Created/Initiated - 3/3/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/16/2026
Morris Williams, City Manager	Approved - 3/16/2026
Jan Hamilton, City Secretary	Final Approval - 3/16/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 35.05-ACRE TRACT OF LAND OUT OF SECTION 25, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO MH, MANUFACTURED HOUSING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 650 FEET NORTH OF EAST CUTHBERT 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 35.05-acre tract of land out of Section 25, Block 39, T-1-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 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 PD, Planned Development District for a Housing Development 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., 2026; 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

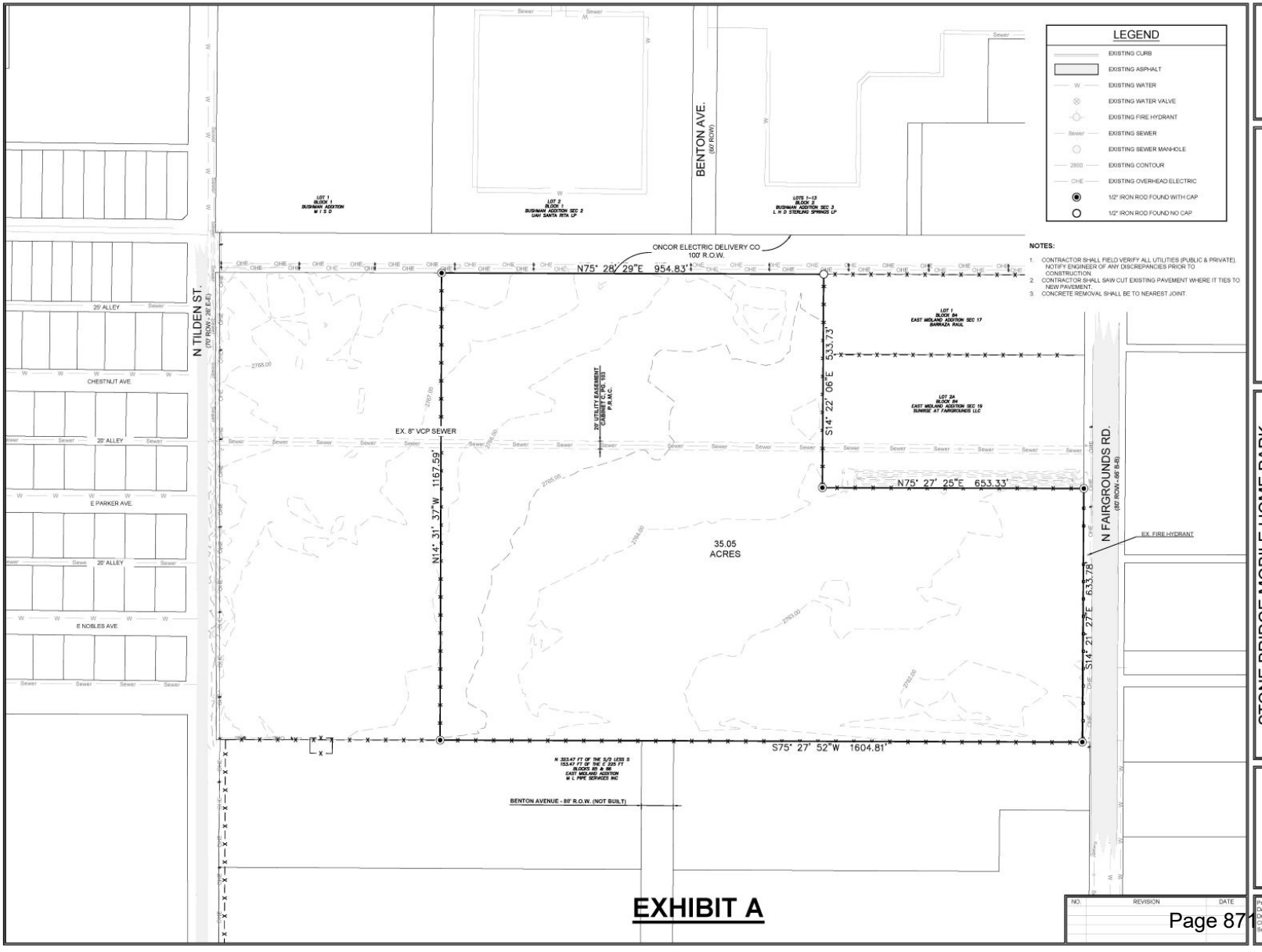

LEGEND
EXISTING CURB
EXISTING ASPHALT
EXISTING WATER
EXISTING WATER VALVE
EXISTING FIRE HYDRANT
EXISTING SEWER
EXISTING SEWER MANHOLE
EXISTING CONTOUR
EXISTING OVERHEAD ELECTRIC
1/2" IRON ROD FOUND WITH CAP
1/2" IRON ROD FOUND NO CAP
NOTES:
1. CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES (PUBLIC & PRIVATE). NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT WHERE IT TIES TO NEW PAVEMENT.
3. CONCRETE REMOVAL SHALL BE TO NEAREST JOINT.
BENTON AVE.
(60' ROW)
N TILDEN ST.
(70' ROW - 28' E-E)
N FAIRGROUNDS RD.
(80' ROW - 66' B-B)
ONCOR ELECTRIC DELIVERY CO
100' R.O.W.
N75° 28' 29"E 954.83'
S14° 22' 06"E 533.73'
N75° 27' 25"E 653.33'
S14° 21' 27"E 633.78'
S75° 27' 52"W 1604.81'
N14° 31' 37"W 1167.59'
EX. 8" VCP SEWER
20' UTILITY EASEMENT
CABINET C, PG. 193
P.R.M.C.
35.05
ACRES
EX. FIRE HYDRANT
25' ALLEY
CHESTNUT AVE.
20' ALLEY
E PARKER AVE.
20' ALLEY
E NOBLES AVE.
BENTON AVENUE - 80' R.O.W. (NOT BUILT)
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
NEWTON ENGINEERING, PC
4501A Santa Rosa Dr.
Midland, Texas 79707
(432) 770-0699
2500 E. 8th St.
Odessa, Texas 79761
(432) 935-0707
STONE BRIDGE MOBILE HOME PARK
MIDLAND, TX
EXISTING CONDITIONS
STATE OF TEXAS
JOHN M. NEWTON
102292
LICENSED
PROFESSIONAL ENGINEER
8-3-2021
NO.
REVISION
DATE
Project No. 18-ME0416
Date: AUG 2021
Scale:
Sheet: 03

EXHIBIT A

CONCRETE PAVING NOTES:

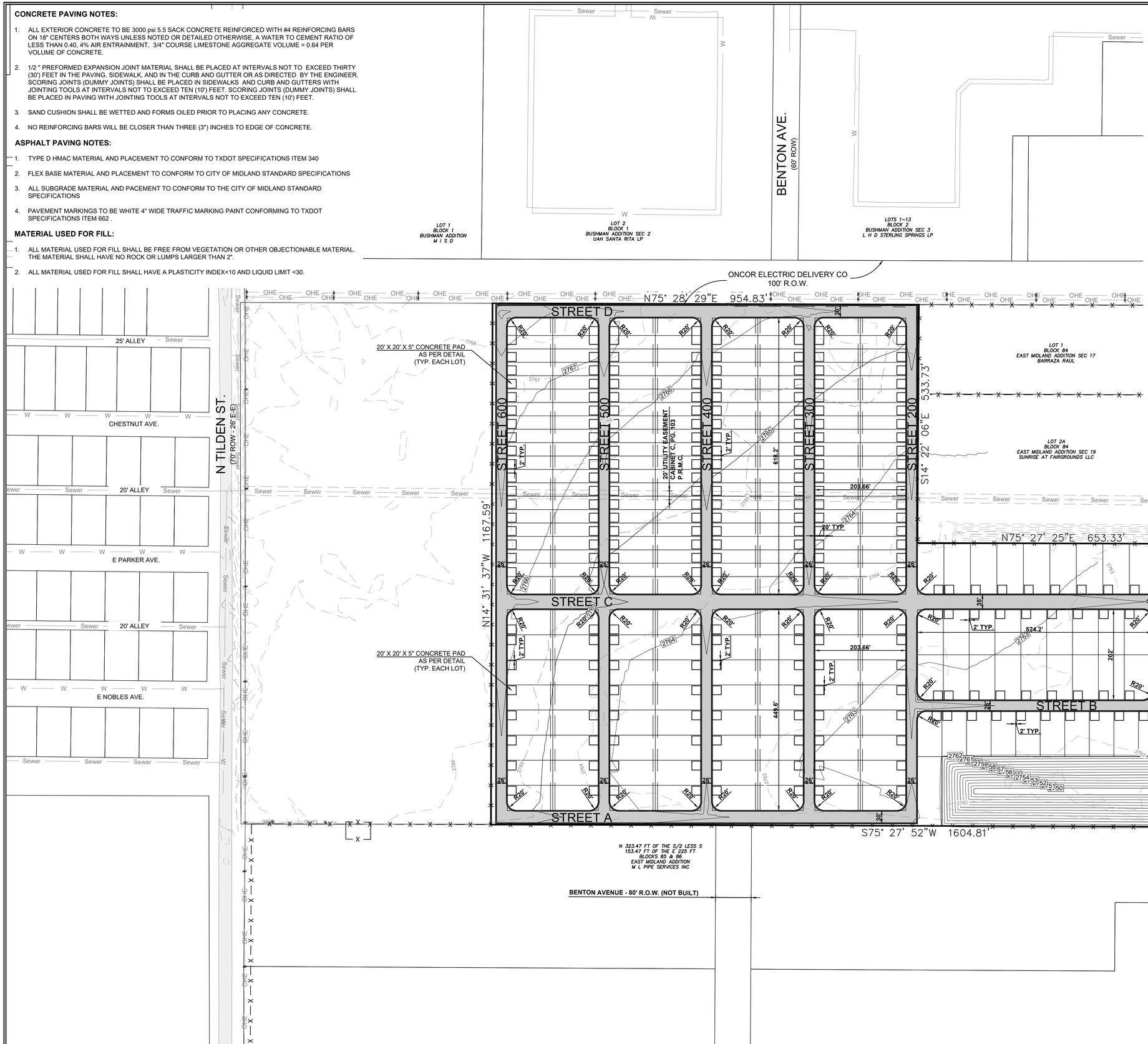
1. ALL EXTERIOR CONCRETE TO BE 3000 psi 5.5 SACK CONCRETE REINFORCED WITH #4 REINFORCING BARS ON 18" CENTERS BOTH WAYS UNLESS NOTED OR DETAILED OTHERWISE, A WATER TO CEMENT RATIO OF LESS THAN 0.40, 4% AIR ENTRAINMENT, 3/4" COURSE LIMESTONE AGGREGATE VOLUME = 0.64 PER VOLUME OF CONCRETE.
2. 1/2 " PREFORMED EXPANSION JOINT MATERIAL SHALL BE PLACED AT INTERVALS NOT TO EXCEED THIRTY (30') FEET IN THE PAVING, SIDEWALK, AND IN THE CURB AND GUTTER OR AS DIRECTED BY THE ENGINEER. SCORING JOINTS (DUMMY JOINTS) SHALL BE PLACED IN SIDEWALKS AND CURB AND GUTTERS WITH JOINTING TOOLS AT INTERVALS NOT TO EXCEED TEN (10') FEET. SCORING JOINTS (DUMMY JOINTS) SHALL BE PLACED IN PAVING WITH JOINTING TOOLS AT INTERVALS NOT TO EXCEED TEN (10') FEET.
3. SAND CUSHION SHALL BE WETTED AND FORMS OILED PRIOR TO PLACING ANY CONCRETE.
4. NO REINFORCING BARS WILL BE CLOSER THAN THREE (3") INCHES TO EDGE OF CONCRETE.

ASPHALT PAVING NOTES:

1. TYPE D HMAC MATERIAL AND PLACEMENT TO CONFORM TO TXDOT SPECIFICATIONS ITEM 340
2. FLEX BASE MATERIAL AND PLACEMENT TO CONFORM TO CITY OF MIDLAND STANDARD SPECIFICATIONS
3. ALL SUBGRADE MATERIAL AND PACEMENT TO CONFORM TO THE CITY OF MIDLAND STANDARD SPECIFICATIONS
4. PAVEMENT MARKINGS TO BE WHITE 4" WIDE TRAFFIC MARKING PAINT CONFORMING TO TXDOT SPECIFICATIONS ITEM 662 .

MATERIAL USED FOR FILL:

1. ALL MATERIAL USED FOR FILL SHALL BE FREE FROM VEGETATION OR OTHER OBJECTIONABLE MATERIAL. THE MATERIAL SHALL HAVE NO ROCK OR LUMPS LARGER THAN 2".
2. ALL MATERIAL USED FOR FILL SHALL HAVE A PLASTICITY INDEX<10 AND LIQUID LIMIT <30.



LEGEND

- EXISTING CURB
- EXISTING ASPHALT
- EXISTING CONCRETE
- OHE — EXISTING OVERHEAD ELECTRIC
- EXISTING POWER POLE
- EXISTING GUY WIRE
- FO — EXISTING FIBER OPTIC
- GAS — EXISTING GAS
- W — EXISTING WATER
- EXISTING WATER TAP
- EXISTING WATER VALVE
- Sewer — EXISTING SEWER
- EXISTING SEWER MANHOLE
- 2900 — EXISTING CONTOUR
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- 2900 — DESIGN CONTOUR
- PROPOSED FENCE

GRAPHIC SCALE
0 100' 200'
(IN FEET)
1 inch = 100 ft.

NEWTON ENGINEERING, PC
4501A Santa Rosa Dr.
Midland, Texas 79707
(432) 770-0499
2500 E. 8th St.
Odessa, Texas 79761
(432) 935-0707
F-13856

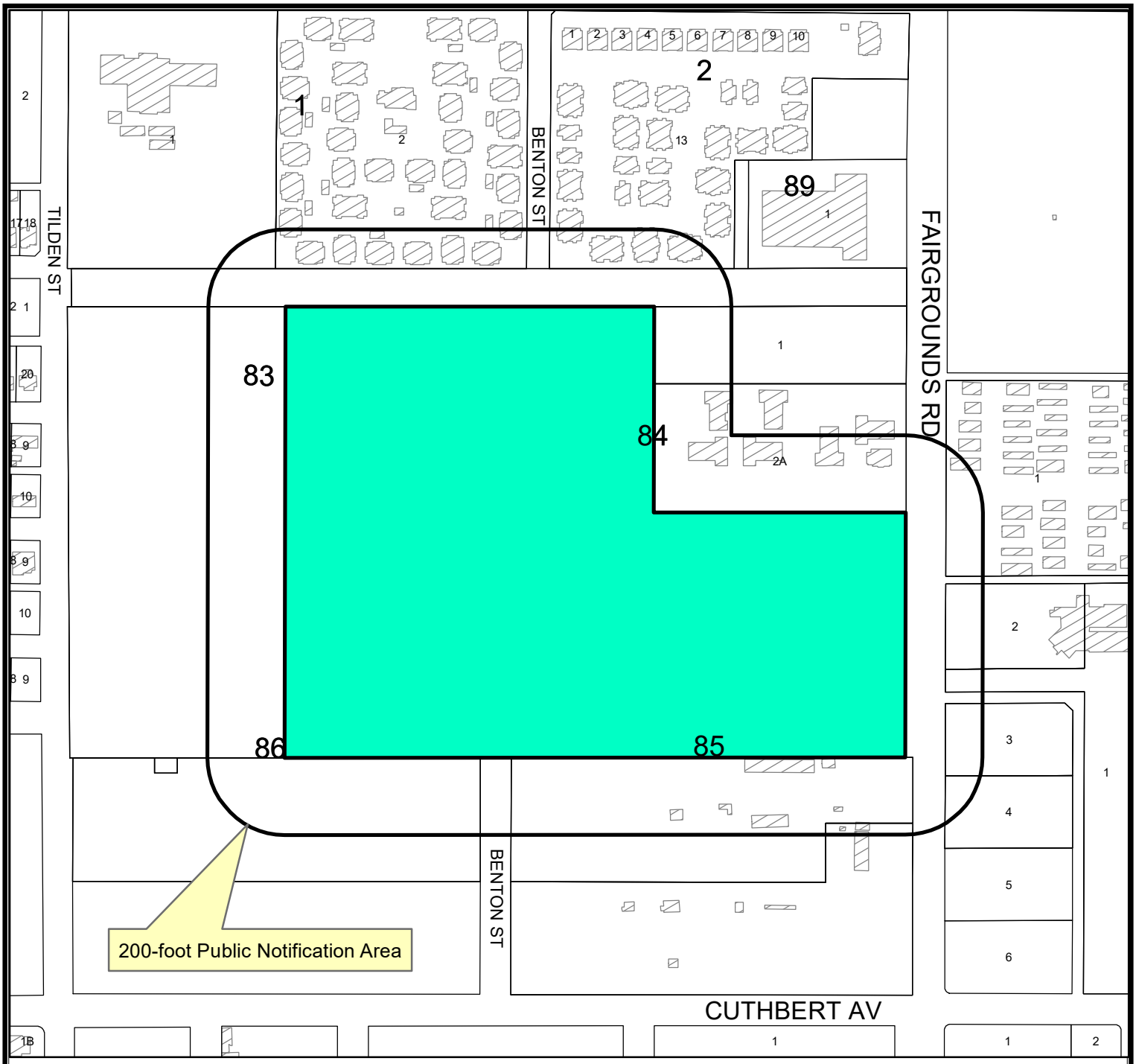
STONE BRIDGE MOBILE HOME PARK
MIDLAND, TX

PAVING & GRADING SITE PLAN

NO.	REVISION	DATE

Project No. 18-ME0416
Date: AUG 2021
Drawn By: CBD
Checked By: JMN
Scale:

Sheet: 04



Location Map

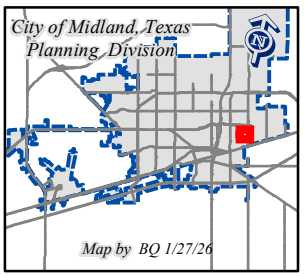
Z-26-0462 **Scale: 1" = 800'**

Consider a request by Chase Gardaphe for a Zone Change from PD, Planned Development District for a Housing Development to an MH, Manufactured Housing District on a 35.05-acre tract of land out of Section 25, Block 39, T-1-S, T&P RR Co Survey, City and County of Midland, Texas.

Generally located on the west side of North Fairgrounds Road, approximately 650 feet north of East Cuthbert Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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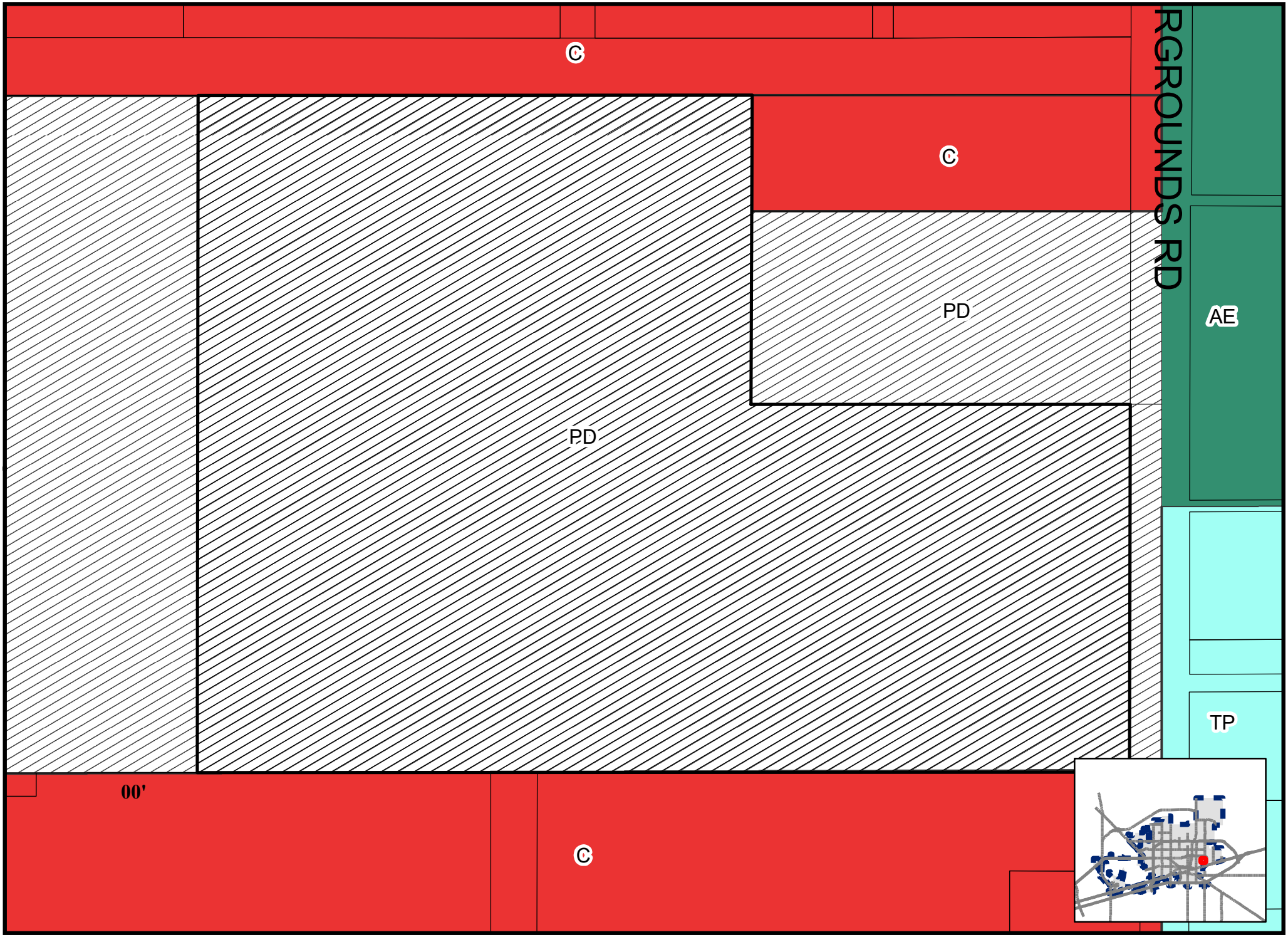
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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



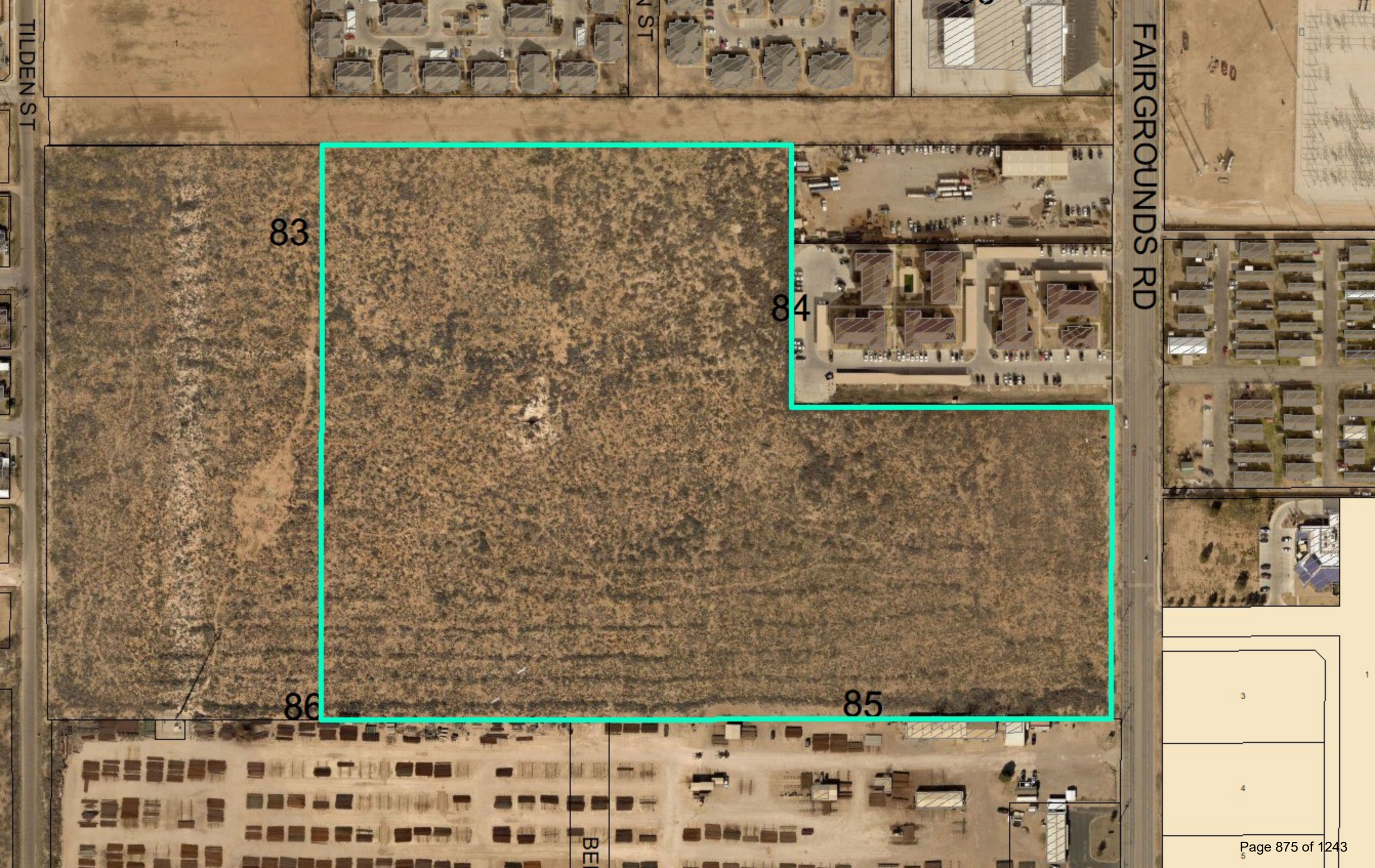
Map by BQ 1/27/26

Z-26-0462

Scale: 1" = 1200

ZONING MAP

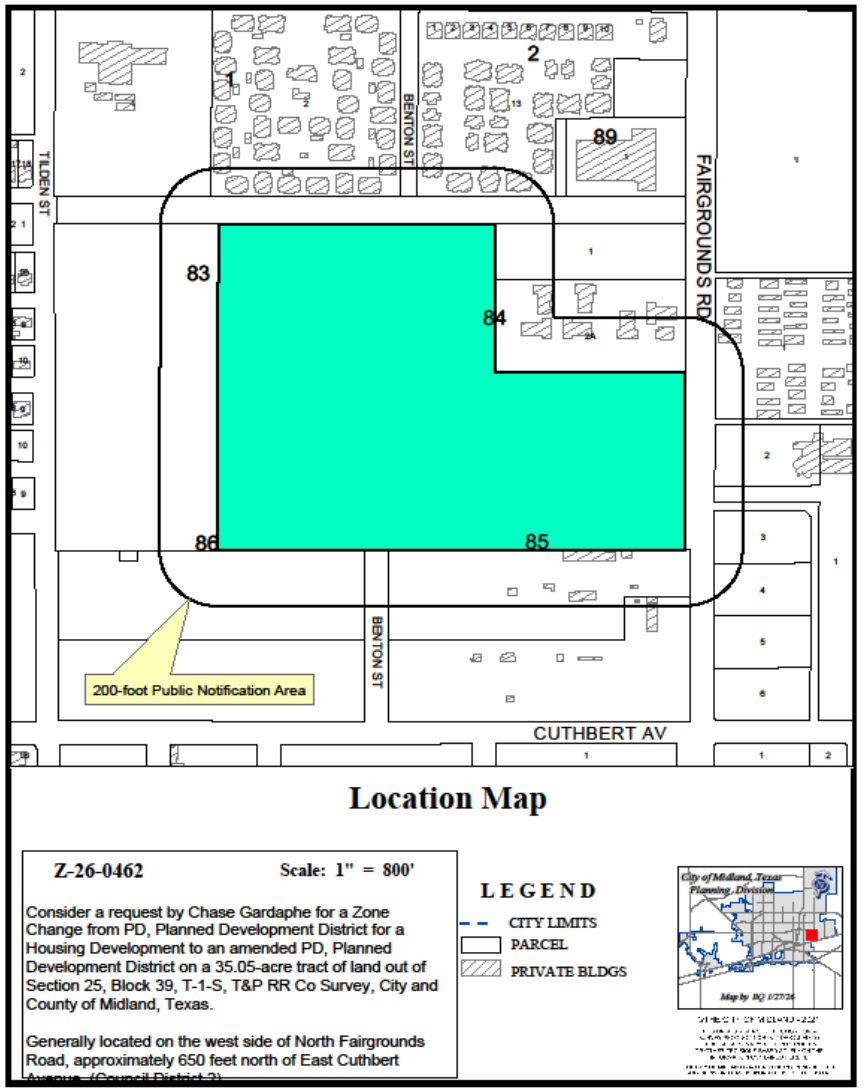
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY USERS OF THIS MAP


TILDEN ST
FAIRGROUNDS RD
83
84
85
86

MIDLAND
Be the Energy!
ITEM
ZONE CHANGE
STONE BRIDGE MOBILE HOME PARK
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

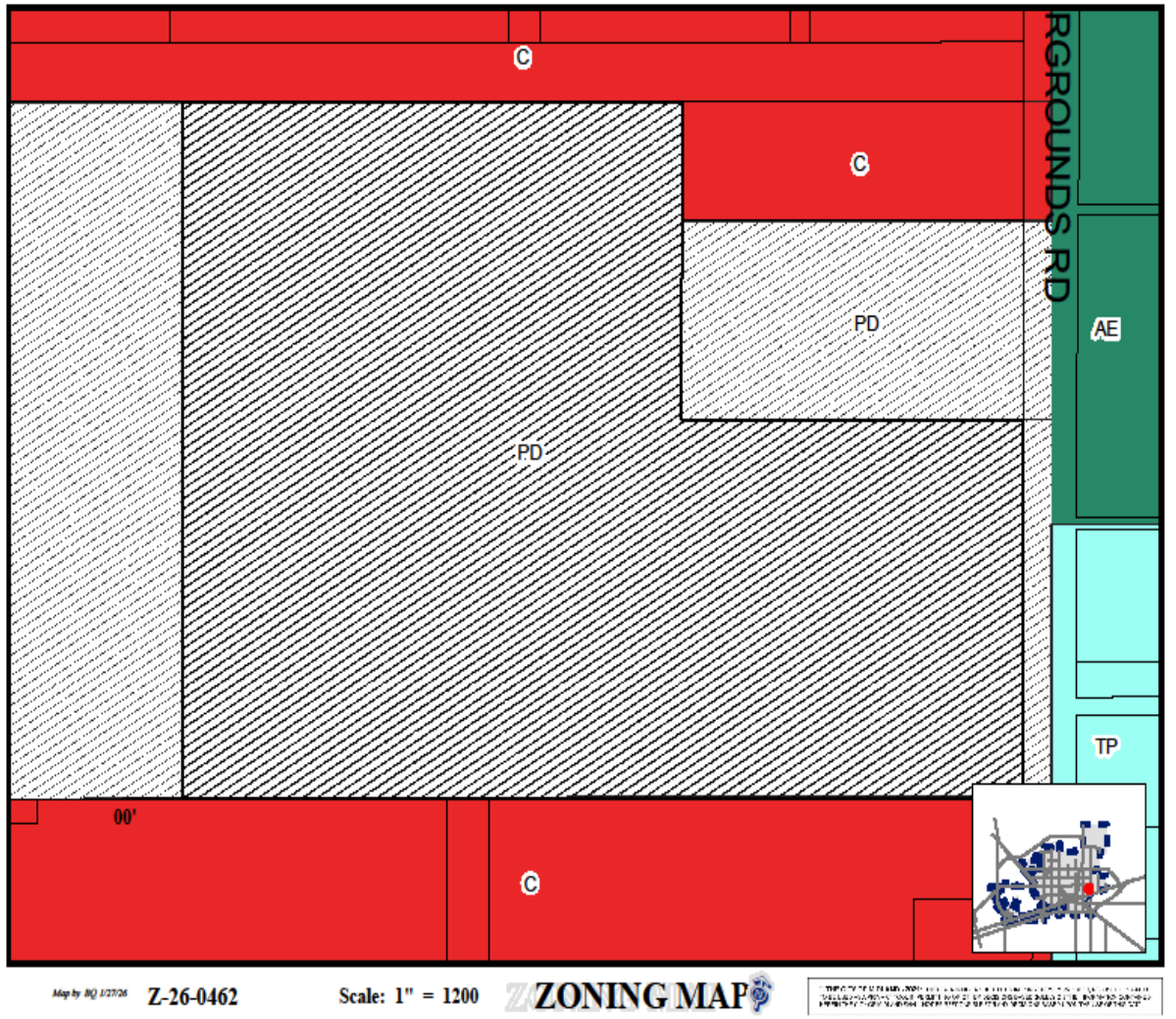
- **Applicant/Property Owner:** Chase Gardaphe
- **Location:** Generally located on the west side of North Fairgrounds Road, approximately 650 feet north of East Cuthbert Avenue. (District 2)
- **Reason for Request:** To open and operate a manufactured home park



MIDLAND
Be the Energy!

ZONING

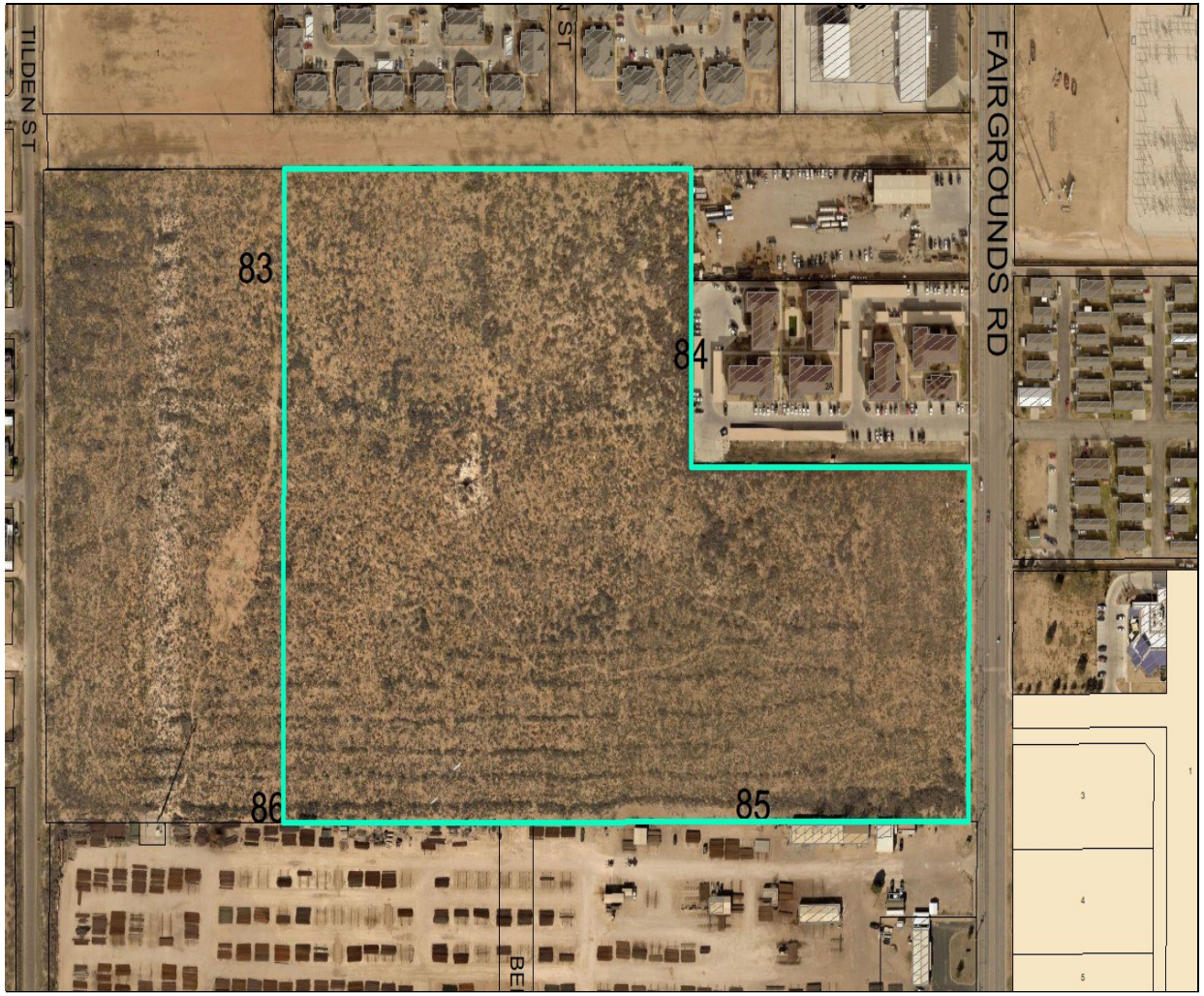
- **Current Zoning:** PD, Planned Development for a Housing Development
- **Surrounding Zoning:**
  - **North/South:** C, Commercial District
  - **East:** AE, Agricultural Estate District & TP, Technology Park District
  - **West:** PD, Planned Development for a Housing Development
  - **Proposed Zoning:** Manufactured Housing District



3

LAND USE

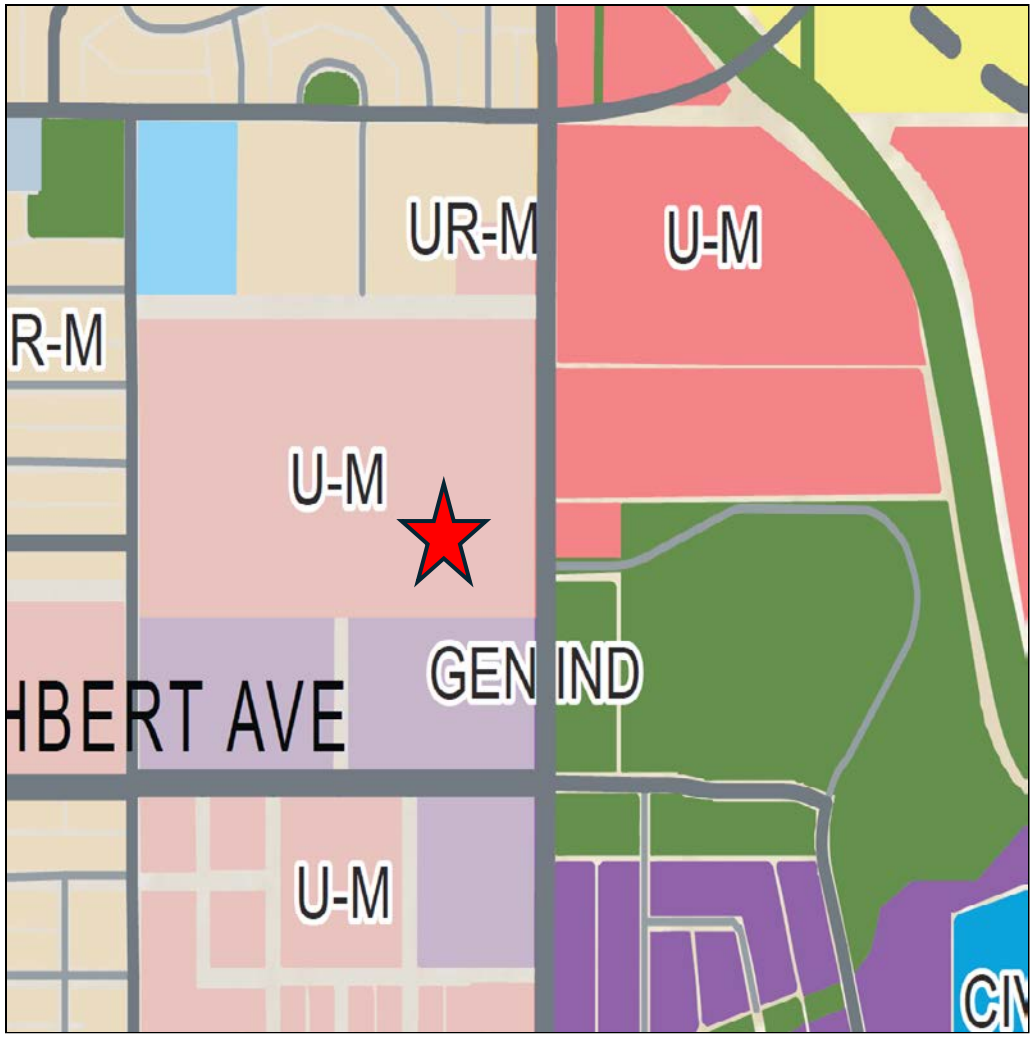
- **Current Use:** Vacant
- **Surrounding Uses:**
  - **North:** Senior Living Apartment
  - **South:** Commercial
  - **East:** Animal Control Shelter & Manufacture Home Park
  - **West:** Vacant
- **Proposed Use:** Manufacture Home Park



On North Fairgrounds, Looking West

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-Medium (U-M)
- **Supported Uses:** A mix of housing types along with commercial, office, and service uses



RELATED ITEMS

- A Specific Use Designation application was turned in to operate a Manufactured Home Park.

STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission approved this request on March 2, 2026.
- Staff recommends approved 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: 29.
Meeting Date: March 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 4.09-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 220 FEET EAST OF BEAR DRIVE); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

Purpose:

Cumulus Design, on behalf of Cumberland and Western Resources, LLC, is requesting an annexation of a property located on the south side of East State Highway 158 for future commercial development.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

The property is currently in the process of being annexed into city limits. An annexation of the property will need to be approved first before the initial zoning can be approved. The property will also need to be platted. The associated preliminary plat was approved by the Planning and Zoning Commission on February 17, 2026, and is under review.

The Tall City Tomorrow Comprehensive Plan designates this area as Urban-High, which calls for 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 initial zoning request is scheduled for the March 24, 2026, City Council meeting. The Planning and Zoning Commission recommended approval of the initial zoning request on March 2, 2026.

This project has been circulated to all respective departments for internal review and received no objections.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Fire: (Approved)

No comments or objections for annexation.

Building Code: (Approved)

No objections.

Oil and Gas: (Approved)

No oil & gas issues.

GIS: (Approved)

No comments.

Planning: (Approved)

Staff recommends approval of this request.

Letters of Objection:

As of March 20, 2026, staff has not received any letters of objection.

Attachments:

A. ORDINANCE WITH EXHIBITS - A-25-0052 - Annexation Ord w Exh
B. CC - - West Fork Addition, Section 6 Annexation
C. A-25-0052, Combined Documents

Britton Murry, Development Services	Created/Initiated - 3/9/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/16/2026
Morris Williams, City Manager	Approved - 3/16/2026

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 4.09-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 220 FEET EAST OF BEAR DRIVE); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on March 24, 2026, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published on the City of Midland, Texas' Internet website on March 6, 2026, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on March 6, 2026; and

WHEREAS, all required notices of the proposed annexation and the public hearing were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

> Being a 4.09-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, and being more fully described by metes and bounds in the petition for annexation attached hereto as Exhibit A and incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for the purpose of recording in the Deed Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in **Exhibit A** (the "Property"), said **Exhibit A** being attached hereto and incorporated herein, Cumberland & Western Resources, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

CUMBERLAND & WESTERN RESOURCES, LLC

By: _____
Carlos Iglesias, Representative

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 21st day of January, 2026, by Carlos Iglesias in the capacity herein stated.

MY COMMISSION EXPIRES
5/15/2029

_____
Notary Public, State of Texas

Aubrey Esther Marshall
My Commission Expires
5/15/2029
Notary ID135514167

Exhibit A

DESCRIPTION

Being a 4.09 acre tract of land out of Section 35, Block 40, Township 1 South, of the Texas and Pacific Railway Company Survey, Abstract Number 378, situated in Midland County, Texas, being a portion of a called 982.154 acre tract of land conveyed to Cumberland and Western Resources, LLC, by deed of record in Volume 3131, Page 210 of the Official Records of Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southwest right-of-way line of State Highway 158 (variable width public right-of-way), being the northernmost corner of a called 1.619 acre tract of land conveyed to City of Midland, Texas by deed of record in Document Number 2024-27034 of said Official Records, from which a 1/2 inch iron rod found bears S47°33'50"E, a distance of 0.45 feet, and an "X" cut found at the easternmost corner of said 1.619 acre tract of land, being the north corner of Lot 7A, Block 1, of West Fork Addition, Section 4, a subdivision of record in Document Number 2024-25141 of said Plat Records, bears S59°05'27"E, a distance of 120.15 feet;

THENCE, leaving the southwest right-of-way line of State Highway 158, along the northwest line of said 1.619 acre tract, the following two (2) courses and distances:

1. S14°40'14"E, a distance of 28.28 feet to an "X" cut set;
2. S30°55'14"W, a distance of 280.21 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set, from which a 1/2 inch iron rod found at a point of curvature in the northwest line of said 1.619 acre tract bears S30°55'14"W, a distance of 103.98 feet;

THENCE, N59°05'27"W, leaving the northwest line of said 1.619 acre tract, over and across said 982.154 acre tract, a distance of 593.89 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the southeast line of Northwest Passage, Section 2, a subdivision of record in Document Number 2024-2223 of said Plat Records, from which a 1/2 inch iron rod found at a point of curvature in the southeast line of said Northwest Passage, Section 2, bears S30°55'12"W, a distance of 404.85 feet;

THENCE, N30°55'12"E, along the southeast line of said Northwest Passage, a distance of 300.00 feet to a point in the southwest right-of-way line of State Highway 158, being the common northeast line of said 982.154 acre tract;

THENCE, S59°05'27"E, along the southwest right-of-way line of State Highway 158 and the common northeast line of said 982.154 acre tract, a distance of 573.69 feet to the **POINT OF BEGINNING**, and containing an area of 4.09 acres (177,968 square feet) of land, more or less.

Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

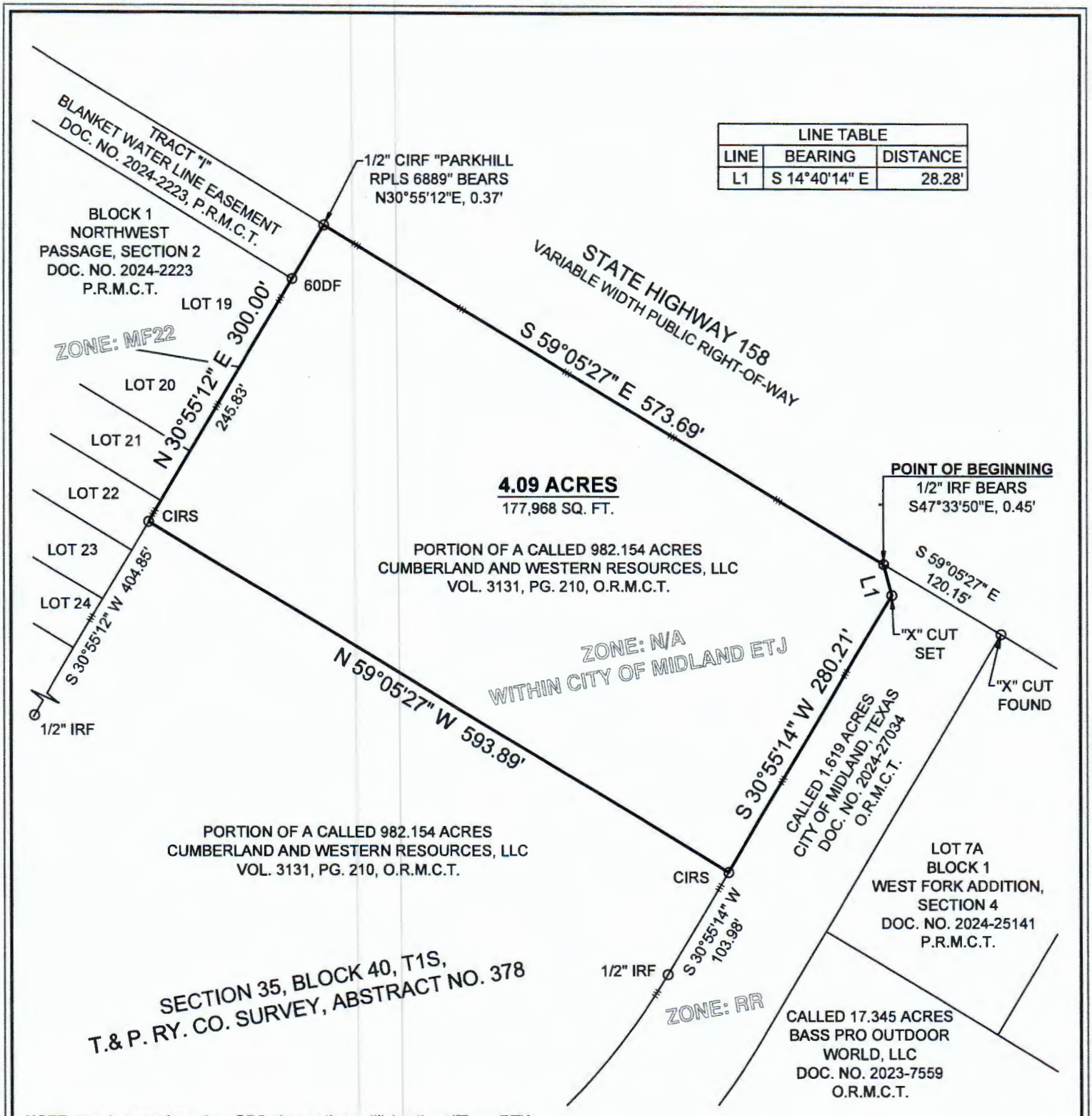
STATE OF TEXAS
REGISTERED
CALEB H. MCCANLIES
7036
PROFESSIONAL
LAND SURVEYOR

Caleb McCanlies
R.P.L.S. # 7036

06-11-2025
Date

JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	06-11-2025

Exhibit A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 14°40'14" E	28.28'

NOTE: Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 2 OF 2

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	06-11-2025

N

1" = 120'

0 60 120

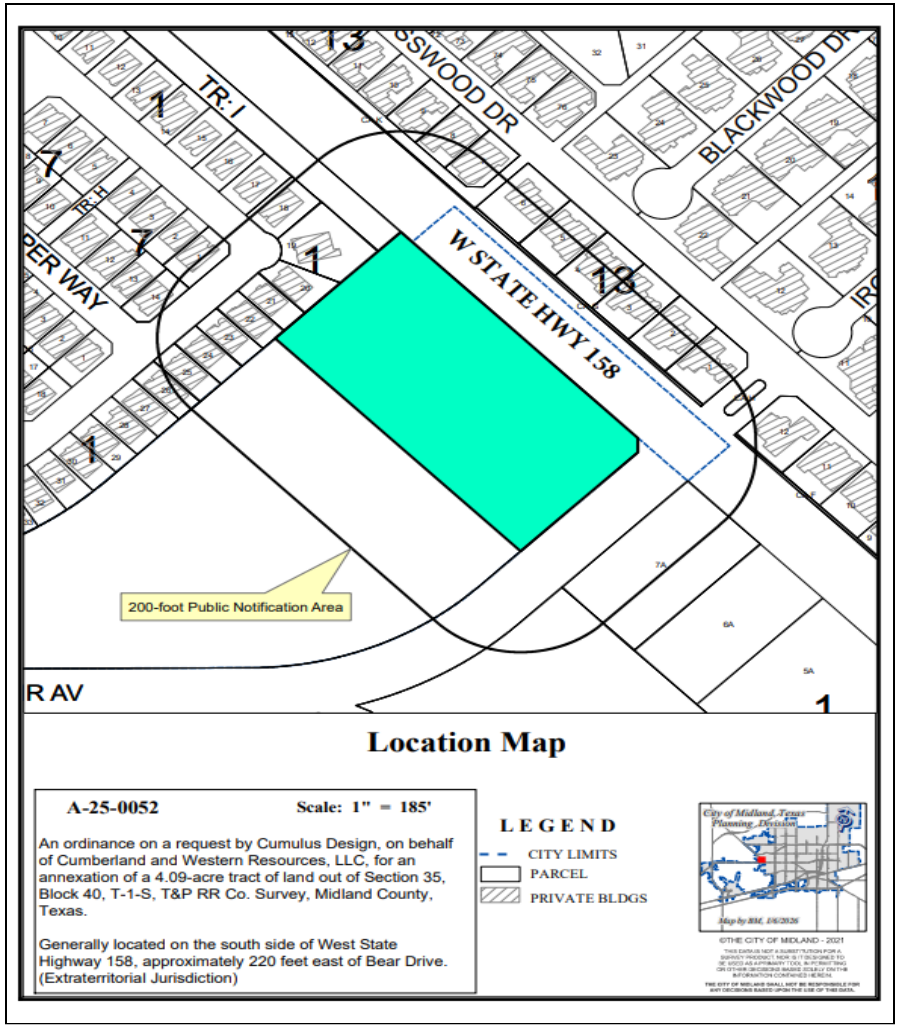
LEGEND

O	BOUNDARY MONUMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	1/2" CAPPED IRON ROD SET STAMPED "EAGLE SURVEYING"
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
O.R.M.C.T.	OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS
P.R.M.C.T.	PLAT RECORDS, MIDLAND COUNTY, TEXAS
	APPROXIMATE CITY LIMITS PER CITY OF MIDLAND GIS MAP

MIDLAND
Be the Energy!
ANNEXATION
WEST FORK ADDITION, SECTION 6
Visit Our Website
MIDLANDTEXAS.GOV

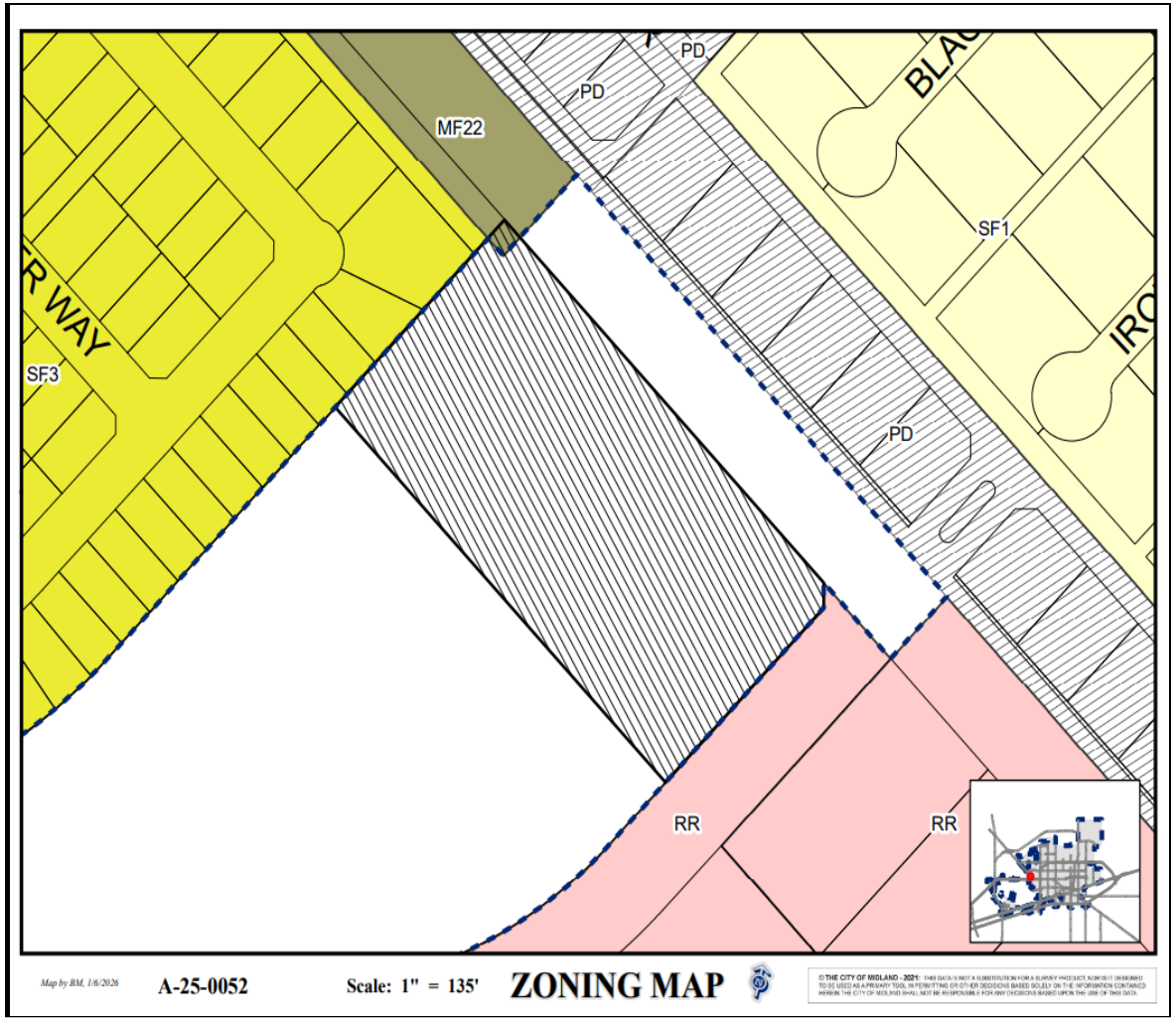
APPLICATION SUMMARY

- **Applicant/Representative:** Carlos Iglesias, with Cumulus Design
- **Property Owner:** Cumberland and Western Resources, LLC
- **Location:** Generally located on the south side of West State Highway 158, approximately 220 feet east of Bear Drive. (Extraterritorial Jurisdiction)
- **Reason for Request:** For future commercial development



ZONING

- **Current Zoning:** No Zoning (ETJ)
- **Surrounding Zoning:**
  - **North:** PD, Planned Development District for a Housing Development
  - **South:** Extraterritorial Jurisdiction
  - **East:** RR, Regional Retail District
  - **West:** SF-3, Single-Family Dwelling District
- **Proposed Zoning:** RR, Regional Retail District, in part, and LR, Local Retail District, in part



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/West:** Single-Family Housing
  - **South:** Vacant Land
  - **East:** Gas Station
- **Proposed Use:** Commercial Use

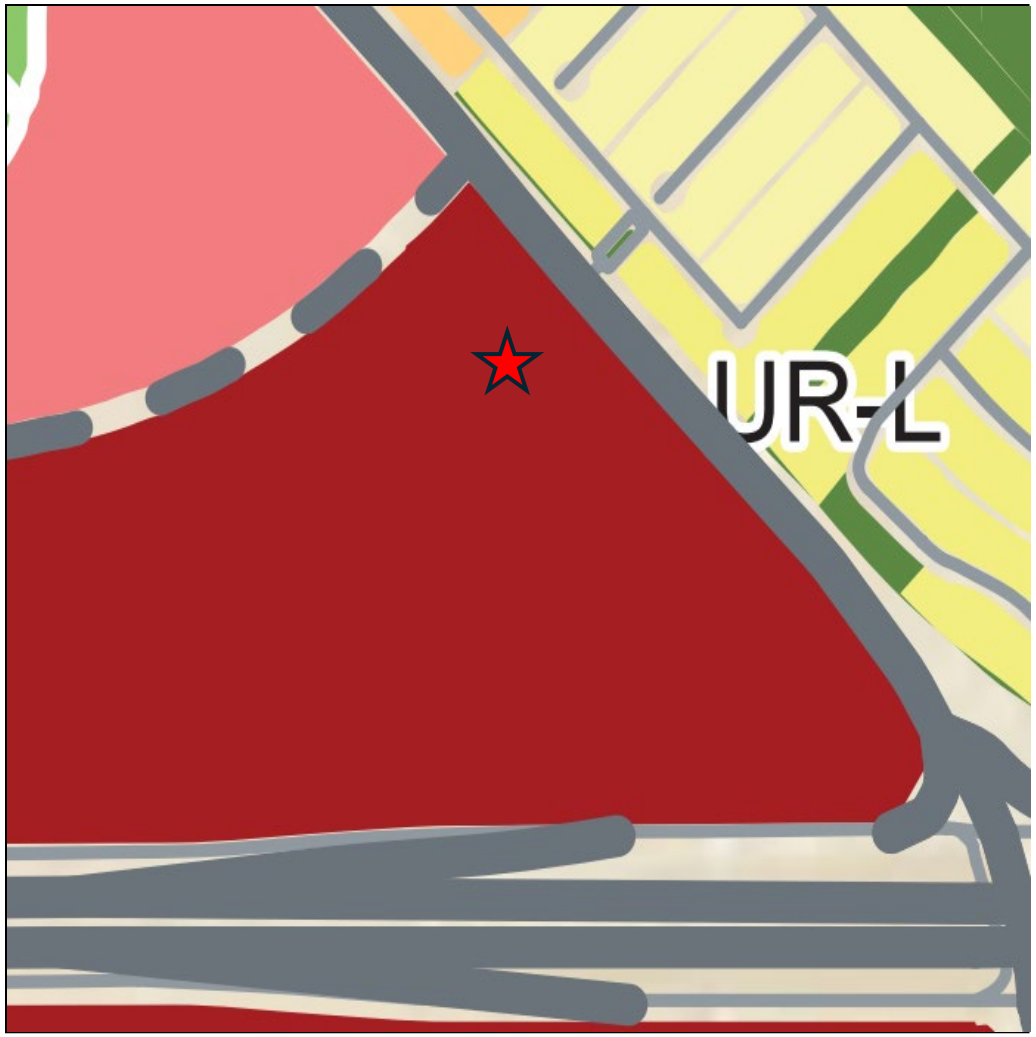
On West State Highway 158, Looking South

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!

RELATED ITEMS

- In addition to the annexation, the property is also in the process pf being platted and initially zoned.
- The associated initial zoning request was approved by the Planning and Zoning Commission on March 2, 2026, and is scheduled for the March 24, 2026, City Council Meeting.
- The associated preliminary plat was approved by the Planning and Zoning Commission on February 17, 2026.

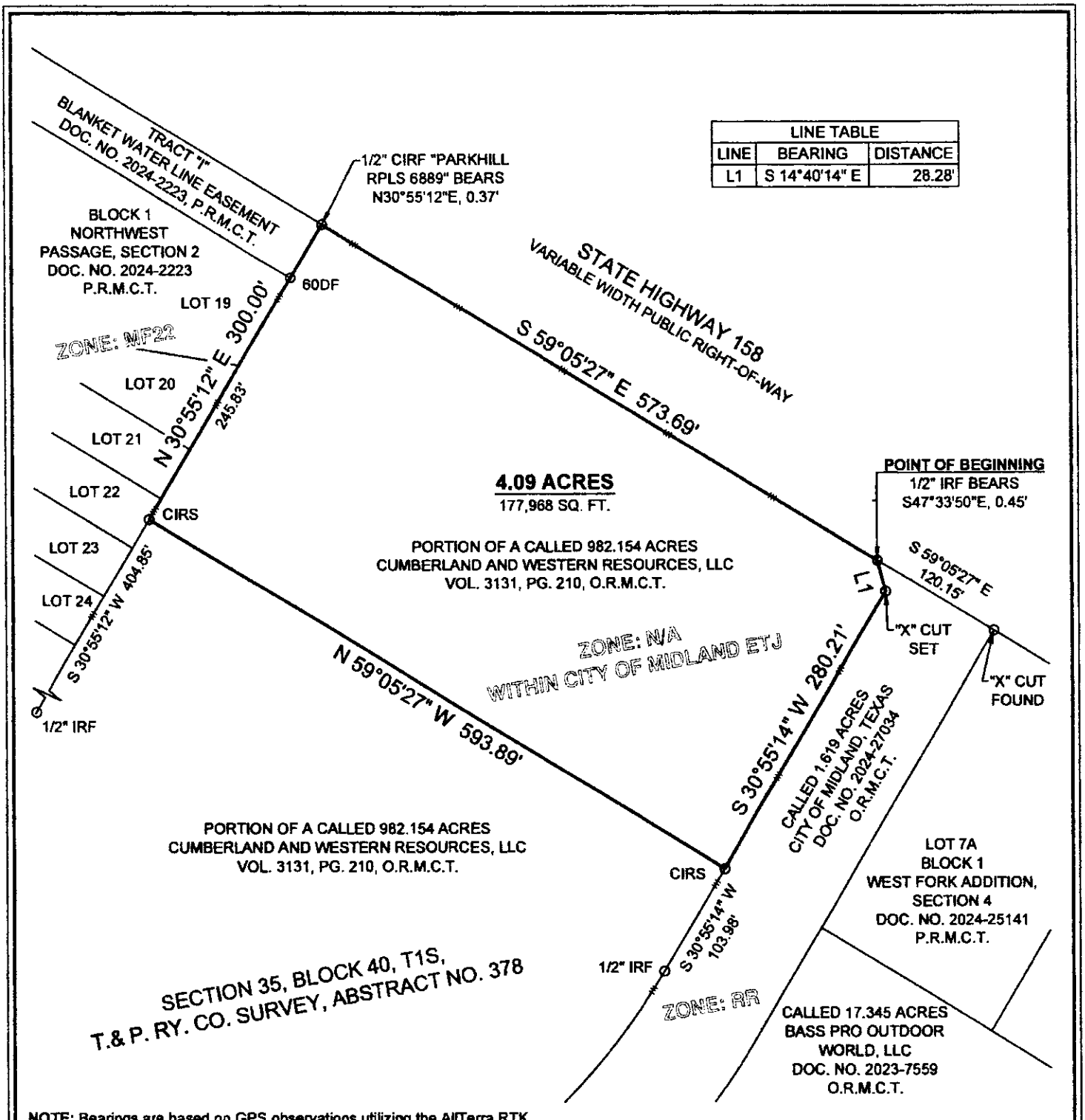
STAFF'S RECOMMENDATION

- 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.

Exhibit A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 14°40'14" E	28.28'

NOTE: Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 2 OF 2

LEGEND

O	BOUNDARY MONUMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	1/2" CAPPED IRON ROD SET STAMPED "EAGLE SURVEYING"
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
O.R.M.C.T.	OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS
P.R.M.C.T.	PLAT RECORDS, MIDLAND COUNTY, TEXAS
	APPROXIMATE CITY LIMITS PER CITY OF MIDLAND GIS MAP

N

1" = 120'

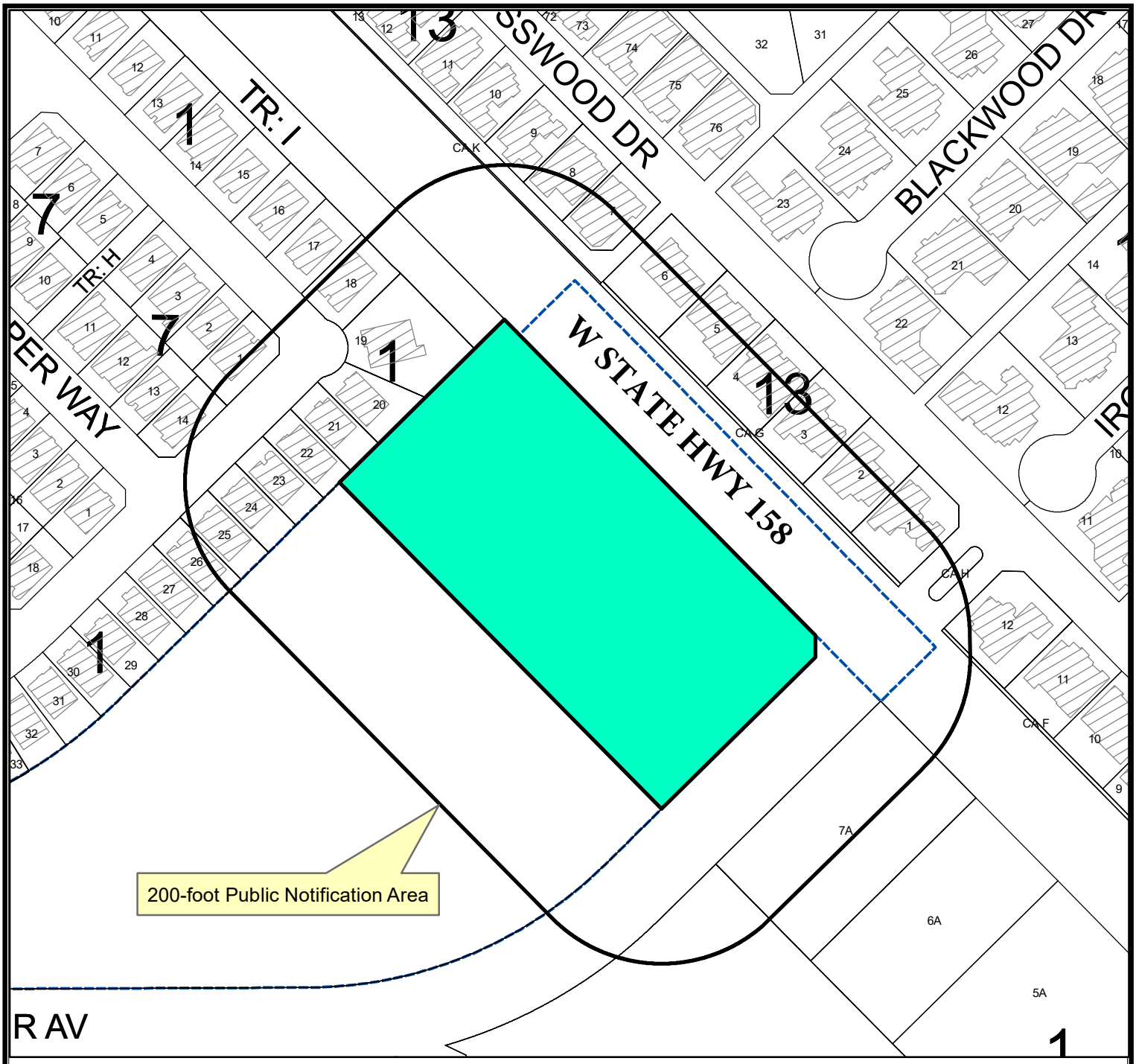
0 60 120

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	06-11-2025



Location Map

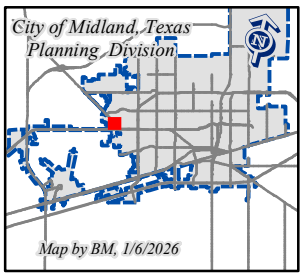
A-25-0052 **Scale: 1" = 185'**

An ordinance on a request by Cumulus Design, on behalf of Cumberland and Western Resources, LLC, for an annexation of a 4.09-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

Generally located on the south side of West State Highway 158, approximately 220 feet east of Bear Drive. (Extraterritorial Jurisdiction)

LEGEND

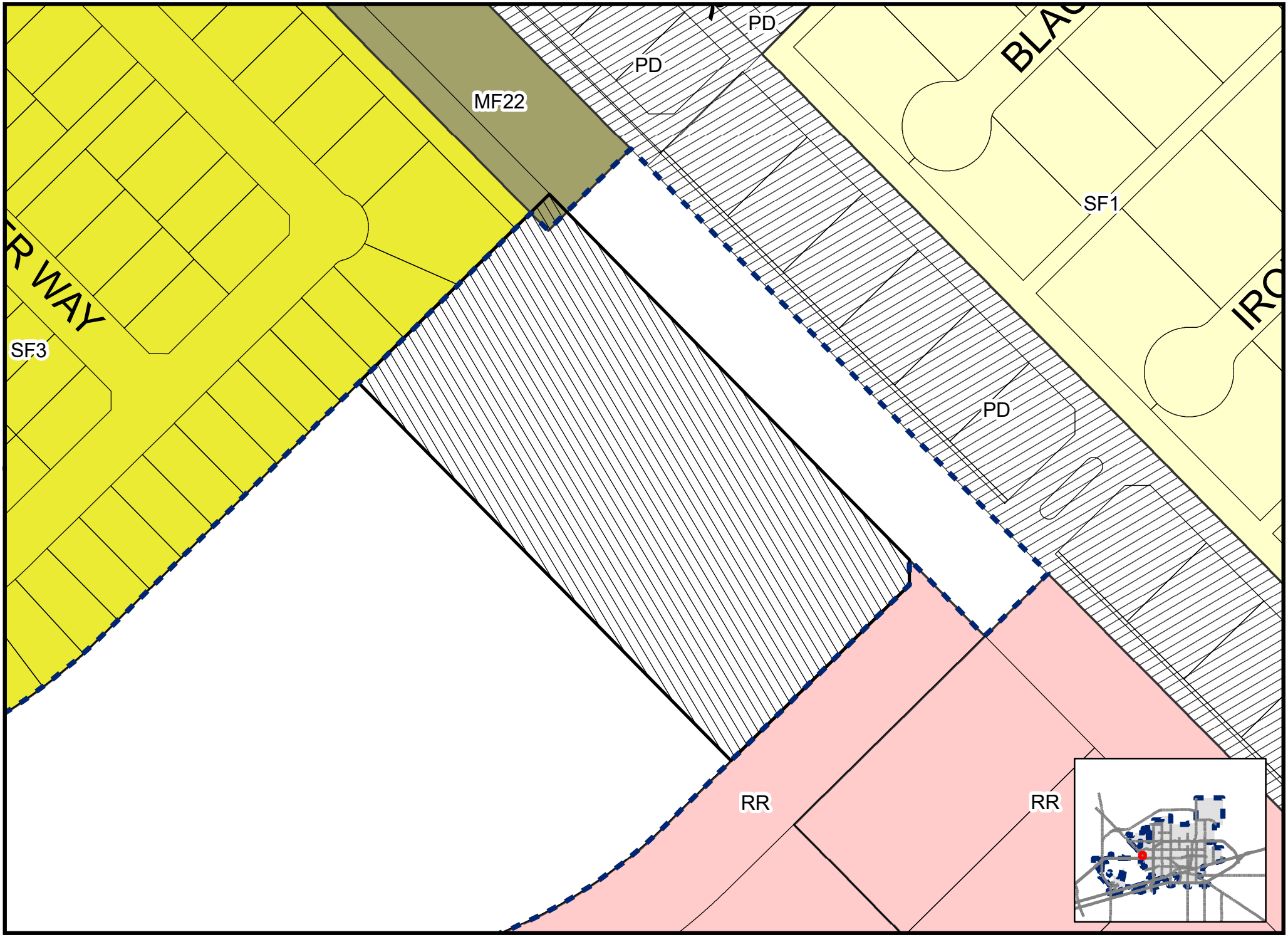
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©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, 1/6/2026

A-25-0052

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 OR ACTIONS TAKEN BASED ON THIS MAP

City Council Meeting

Item Number: 30.
Meeting Date: March 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 4.09-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT, IN PART, AND AN RR, REGIONAL RETAIL DISTRICT, IN PART; SAID TRACT BEING GENERALLY LOCATED ON THE SOUTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 220 FEET EAST OF BEAR 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:

Cumulus Design, on behalf of Cumberland and Western Resources, LLC, is requesting an initial zoning of RR, Regional Retail District, in part, and LR, Local Retail, in part, for future commercial development for property located on the south side of West State Highway 158.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

Not Currently Zoned

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned Development District for a Housing

development and consist of single-family homes. The properties to the west are zoned SF-3, Single-Family Dwelling District, and consist of single-family homes. The properties to the south and east are zoned RR, Regional Retail District, and land use consists of restaurants with drive-throughs, a gas station, and retail stores.

Analysis:

The subject property is located on the south side of West State Highway 158. The property currently has no zoning due to it being outside city limits. Cumulus Design, on behalf of Cumberland and Western Resources, LLC, is requesting an initial zoning of RR, Regional Retail District, in part, and LR, Local Retail District, in part. The initial zoning is running concurrently with the annexation of this property. In addition to the initial zoning and the annexation request, the applicant is also in the process of platting this property (4.09-acres) into three lots. The two eastern lots (proposed Lots 1 and 2) will be zoned RR, Regional Retail District. The singular western lot (proposed Lot 3) will be zoned LR, Local Retail District. Proposed Lot 3 is being zoned as a less-intense zoning (LR, Local Retail District) due to its proximity to a residential subdivision. Proposed Lot 3 will serve as the buffer between the higher-intensity zoning (RR, Regional Retail District) and residential subdivision (SF-3, Single-Family Dwelling District) in this area. Proposed Lot 1 will be the location of a bank. The use for proposed Lots 2 and 3 has not been determined at this time but will be governed by each of their respective initial zoning districts (Regional Retail and Local Retail).

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban High, (U-H). This designation focus calls for 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.

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 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 this initial zoning of RR, Regional Retail District, in part, and LR, Local Retail District, in part.

Letters of Objection:

Staff has not received any letters of objection as of March 20, 2026.

Attachments:

A. ORDINANCE WITH EXHIBITS - A-25-0052 - Initial Zoning Ord w Exh
B. Z-25-0449, Combined Documents
C. CC - - West Fork Addition, Section 6 Initial Zoning

Britton Murry, Development Services	Created/Initiated - 3/6/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/16/2026
Morris Williams, City Manager	Approved - 3/16/2026
Jan Hamilton, City Secretary	Final Approval - 3/16/2026

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 4.09-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT, IN PART, AND AN RR, REGIONAL RETAIL DISTRICT, IN PART; SAID TRACT BEING GENERALLY LOCATED ON THE SOUTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 220 FEET EAST OF BEAR DRIVE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a public hearing to be held before the City Council on March 24, 2026 (the "Hearing Date"), to consider an amendment to the Zoning District Map of the City of Midland, Texas, so as to establish the initial zoning classification of the property described in Section One hereof as an LR, Local Retail District, in part, and an RR, Regional Retail District, in part, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, such a public hearing was held in the Council Chambers on the Hearing Date, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the Zoning District Map accordingly;

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

SECTION ONE. That the initial zoning classification of the area indicated on Exhibit A, attached hereto and incorporated herein by reference, is hereby established, and

the Zoning District Map of the City of Midland, Texas, is hereby amended to reflect the establishment of this initial zoning classification, as follows:

A. the initial zoning classification for the tract of land described in Exhibit B, attached hereto and incorporated herein by reference, shall be LR, Local Retail District; and

B. the initial zoning classification for the tract of land described in Exhibit C, attached hereto and incorporated herein by reference, shall be RR, Regional Retail District.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in **Exhibit A** (the "Property"), said **Exhibit A** being attached hereto and incorporated herein, Cumberland & Western Resources, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

CUMBERLAND & WESTERN RESOURCES, LLC

By: _____
Carlos Iglesias, Representative

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 21st day of January, 2026, by Carlos Iglesias in the capacity herein stated.

MY COMMISSION EXPIRES
5/15/2029

_____
Notary Public, State of Texas

Aubrey Esther Marshall
My Commission Expires
5/15/2029
Notary ID135514167

Exhibit A

DESCRIPTION

Being a 4.09 acre tract of land out of Section 35, Block 40, Township 1 South, of the Texas and Pacific Railway Company Survey, Abstract Number 378, situated in Midland County, Texas, being a portion of a called 982.154 acre tract of land conveyed to Cumberland and Western Resources, LLC, by deed of record in Volume 3131, Page 210 of the Official Records of Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southwest right-of-way line of State Highway 158 (variable width public right-of-way), being the northernmost corner of a called 1.619 acre tract of land conveyed to City of Midland, Texas by deed of record in Document Number 2024-27034 of said Official Records, from which a 1/2 inch iron rod found bears S47°33'50"E, a distance of 0.45 feet, and an "X" cut found at the easternmost corner of said 1.619 acre tract of land, being the north corner of Lot 7A, Block 1, of West Fork Addition, Section 4, a subdivision of record in Document Number 2024-25141 of said Plat Records, bears S59°05'27"E, a distance of 120.15 feet;

THENCE, leaving the southwest right-of-way line of State Highway 158, along the northwest line of said 1.619 acre tract, the following two (2) courses and distances:

1. S14°40'14"E, a distance of 28.28 feet to an "X" cut set;
2. S30°55'14"W, a distance of 280.21 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set, from which a 1/2 inch iron rod found at a point of curvature in the northwest line of said 1.619 acre tract bears S30°55'14"W, a distance of 103.98 feet;

THENCE, N59°05'27"W, leaving the northwest line of said 1.619 acre tract, over and across said 982.154 acre tract, a distance of 593.89 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the southeast line of Northwest Passage, Section 2, a subdivision of record in Document Number 2024-2223 of said Plat Records, from which a 1/2 inch iron rod found at a point of curvature in the southeast line of said Northwest Passage, Section 2, bears S30°55'12"W, a distance of 404.85 feet;

THENCE, N30°55'12"E, along the southeast line of said Northwest Passage, a distance of 300.00 feet to a point in the southwest right-of-way line of State Highway 158, being the common northeast line of said 982.154 acre tract;

THENCE, S59°05'27"E, along the southwest right-of-way line of State Highway 158 and the common northeast line of said 982.154 acre tract, a distance of 573.69 feet to the **POINT OF BEGINNING**, and containing an area of 4.09 acres (177,968 square feet) of land, more or less.

Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

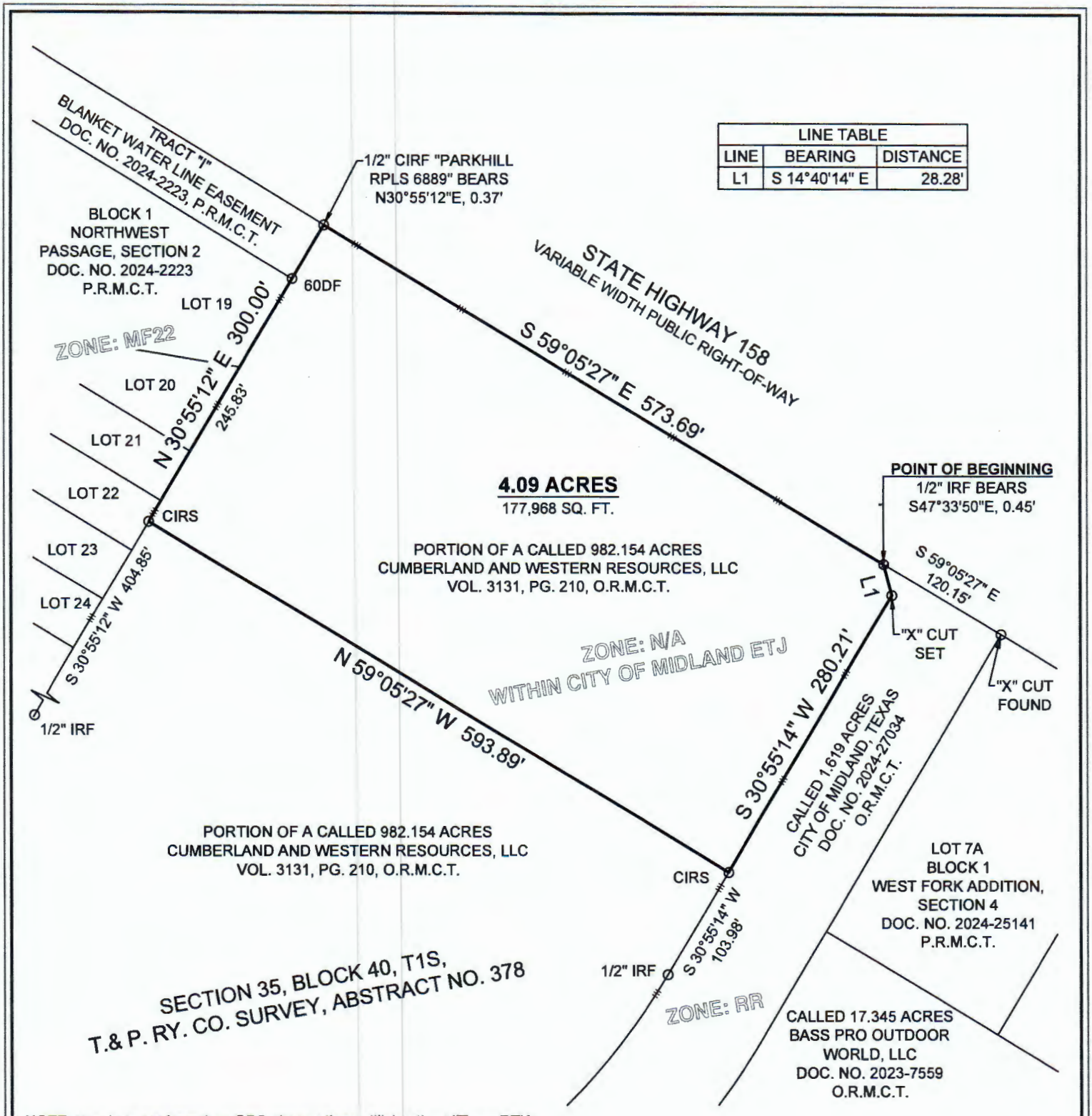
JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	06-11-2025

STATE OF TEXAS
REGISTERED
CALEB H. MCCANLIES
7036
PROFESSIONAL
LAND SURVEYOR

Caleb McCanlies
R.P.L.S. # 7036

06-11-2025
Date

Exhibit A



LINE TABLE		
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PAGE 2 OF 2

LEGEND

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EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	06-11-2025

EXHIBIT B

DESCRIPTION

Being a 1.69 acre tract of land out of Section 35, Block 40, Township 1 South, of the Texas and Pacific Railway Company Survey, Abstract Number 378, situated in Midland County, Texas, being a portion of a called 982.154 acre tract of land conveyed to Cumberland and Western Resources, LLC, by deed of record in Volume 3131, Page 210 of the Official Records of Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southwest right-of-way line of State Highway 158 (variable width public right-of-way), from which a 1/2 inch iron rod with yellow plastic cap stamped "PARKHILL RPLS 6889" found at the east corner of Northwest Passage, Section 2, a subdivision of record in Document Number 2024-2666 of the Plat Records of Midland County, Texas, bears N30°55'12"E, a distance of 0.37 feet;

THENCE, S59°05'27"E, along the southwest right-of-way line of State Highway 158 and the common northeast line of said 982.154 acre tract, a distance of 245.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

THENCE, leaving the southwest right-of-way line of State Highway 158, over and across said 982.154 acre tract, the following two (2) courses and distances:

1. S30°55'14"W, a distance of 300.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. N59°05'27"W, a distance of 245.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the southeast line of said Northwest Passage, Section 2, from which a 1/2 inch iron rod found at a point of curvature in the southeast line of said Northwest Passage, Section 2, bears S30°55'12"W, a distance of 404.85 feet;

THENCE, N30°55'12"E, along the southeast line of said Northwest Passage, a distance of 300.00 feet to the **POINT OF BEGINNING**, and containing an area of 1.69 acres (73,500 square feet) of land, more or less.

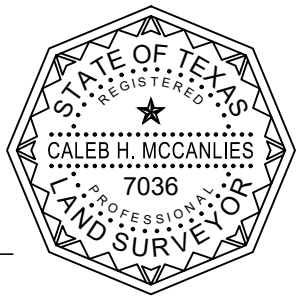
EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

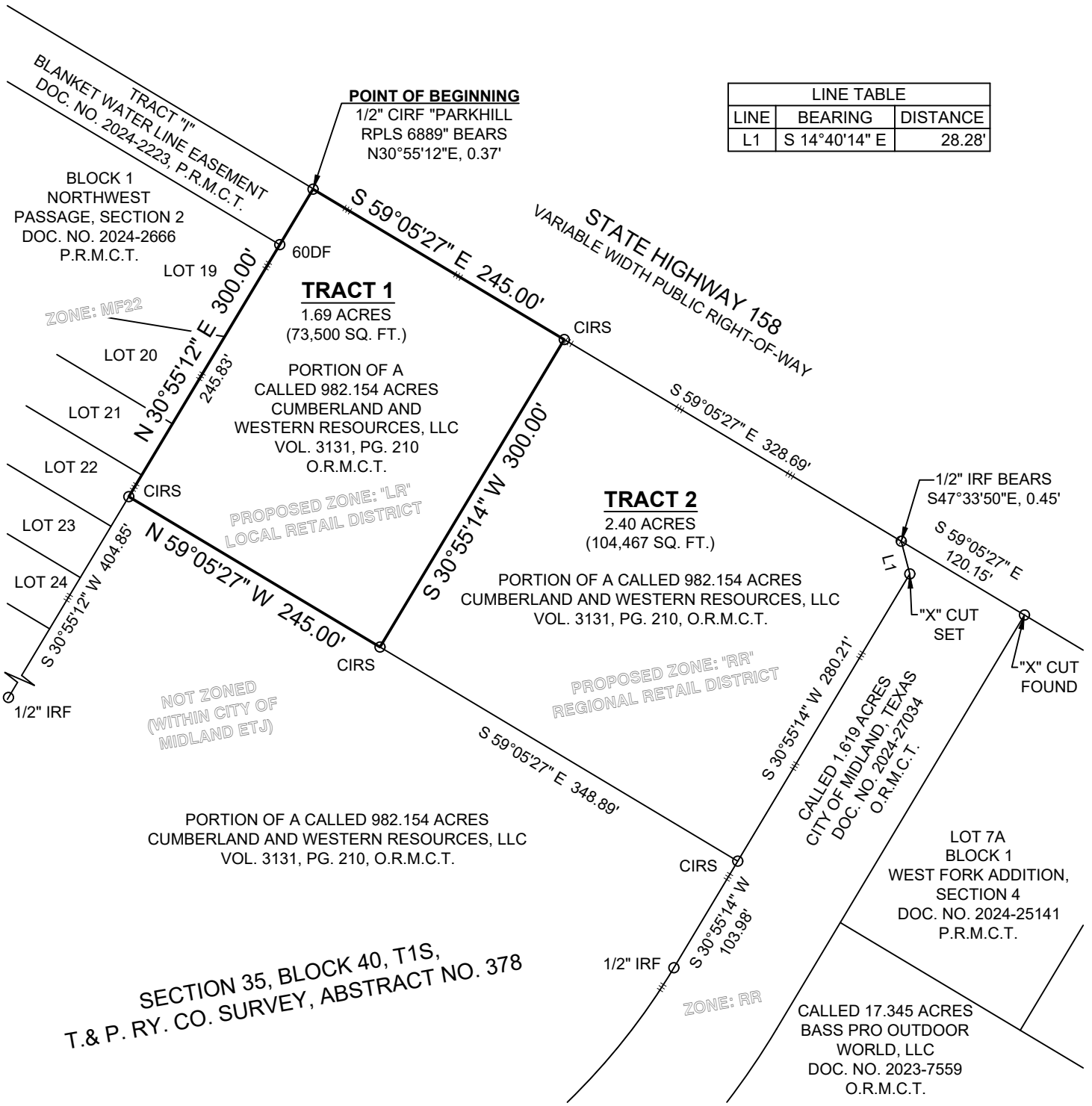
JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	11-18-2025

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas



Caleb McCanlies
R.P.L.S. # 7036

11-18-2025
Date



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EAGLE SURVEYING

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N

1" = 120'

0 60 120

LEGEND

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P.R.M.C.T.	PLAT RECORDS, MIDLAND COUNTY, TEXAS
———	APPROXIMATE CITY LIMITS PER CITY OF MIDLAND GIS MAP

EXHIBIT C

DESCRIPTION

Being a 2.40 acre tract of land out of Section 35, Block 40, Township 1 South, of the Texas and Pacific Railway Company Survey, Abstract Number 378, situated in Midland County, Texas, being a portion of a called 982.154 acre tract of land conveyed to Cumberland and Western Resources, LLC, by deed of record in Volume 3131, Page 210 of the Official Records of Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southwest right-of-way line of State Highway 158 (variable width public right-of-way), being the northernmost corner of a called 1.619 acre tract of land conveyed to City of Midland, Texas by deed of record in Document Number 2024-27034 of said Official Records, from which a 1/2 inch iron rod found bears S47°33'50"E, a distance of 0.45 feet, and an “X” cut found at the easternmost corner of said 1.619 acre tract of land, being the north corner of Lot 7A, Block 1, of West Fork Addition, Section 4, a subdivision of record in Document Number 2024-25141 of said Plat Records, bears S59°05'27"E, a distance of 120.15 feet;

THENCE, leaving the southwest right-of-way line of State Highway 158, along the northwest line of said 1.619 acre tract, the following two (2) courses and distances:

1. S14°40'14"E, a distance of 28.28 feet to an “X” cut set;
2. S30°55'14"W, a distance of 280.21 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set, from which a 1/2 inch iron rod found at a point of curvature in the northwest line of said 1.619 acre tract bears S30°55'14"W, a distance of 103.98 feet;

THENCE, leaving the northwest line of said 1.619 acre tract, over and across said 982.154 acre tract, the following two (2) courses and distances:

1. N59°05'27"W, a distance of 348.89 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. N30°55'14"E, a distance of 300.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the southwest right-of-way line of State Highway 158, being the common northeast line of said 982.154 acre tract;

THENCE, S59°05'27"E, along the southwest right-of-way line of State Highway 158 and the common northeast line of said 982.154 acre tract, a distance of 328.69 feet to the **POINT OF BEGINNING**, and containing an area of 2.40 acres (104,467 square feet) of land, more or less.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
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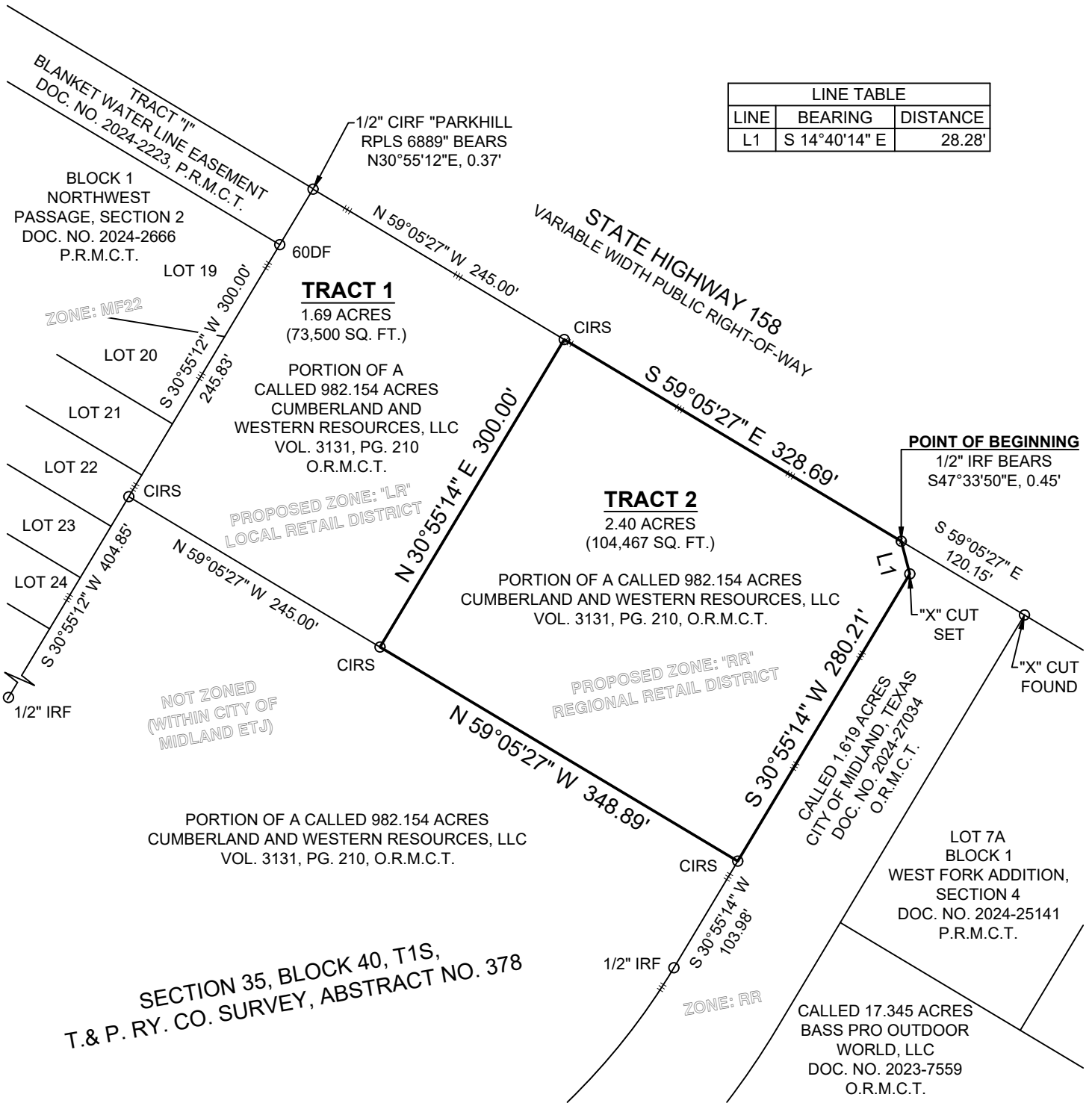
STATE OF TEXAS
REGISTERED
CALEB H. MCCANLIES
7036
PROFESSIONAL
LAND SURVEYOR

Caleb McCanlies
R.P.L.S. # 7036

11-18-2025
Date



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 14°40'14" E	28.28'

NOTE: Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 2 OF 2

LEGEND

○	BOUNDARY MONUMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	1/2" CAPPED IRON ROD SET STAMPED "EAGLE SURVEYING"
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
O.R.M.C.T.	OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS
P.R.M.C.T.	PLAT RECORDS, MIDLAND COUNTY, TEXAS
	APPROXIMATE CITY LIMITS PER CITY OF MIDLAND GIS MAP

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-08	CHM	11-18-2025

N

1" = 120'

0 60 120

EXHIBIT A

DESCRIPTION

Being a 2.40 acre tract of land out of Section 35, Block 40, Township 1 South, of the Texas and Pacific Railway Company Survey, Abstract Number 378, situated in Midland County, Texas, being a portion of a called 982.154 acre tract of land conveyed to Cumberland and Western Resources, LLC, by deed of record in Volume 3131, Page 210 of the Official Records of Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southwest right-of-way line of State Highway 158 (variable width public right-of-way), being the northernmost corner of a called 1.619 acre tract of land conveyed to City of Midland, Texas by deed of record in Document Number 2024-27034 of said Official Records, from which a 1/2 inch iron rod found bears S47°33'50"E, a distance of 0.45 feet, and an “X” cut found at the easternmost corner of said 1.619 acre tract of land, being the north corner of Lot 7A, Block 1, of West Fork Addition, Section 4, a subdivision of record in Document Number 2024-25141 of said Plat Records, bears S59°05'27"E, a distance of 120.15 feet;

THENCE, leaving the southwest right-of-way line of State Highway 158, along the northwest line of said 1.619 acre tract, the following two (2) courses and distances:

1. S14°40'14"E, a distance of 28.28 feet to an “X” cut set;
2. S30°55'14"W, a distance of 280.21 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set, from which a 1/2 inch iron rod found at a point of curvature in the northwest line of said 1.619 acre tract bears S30°55'14"W, a distance of 103.98 feet;

THENCE, leaving the northwest line of said 1.619 acre tract, over and across said 982.154 acre tract, the following two (2) courses and distances:

1. N59°05'27"W, a distance of 348.89 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. N30°55'14"E, a distance of 300.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the southwest right-of-way line of State Highway 158, being the common northeast line of said 982.154 acre tract;

THENCE, S59°05'27"E, along the southwest right-of-way line of State Highway 158 and the common northeast line of said 982.154 acre tract, a distance of 328.69 feet to the **POINT OF BEGINNING**, and containing an area of 2.40 acres (104,467 square feet) of land, more or less.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

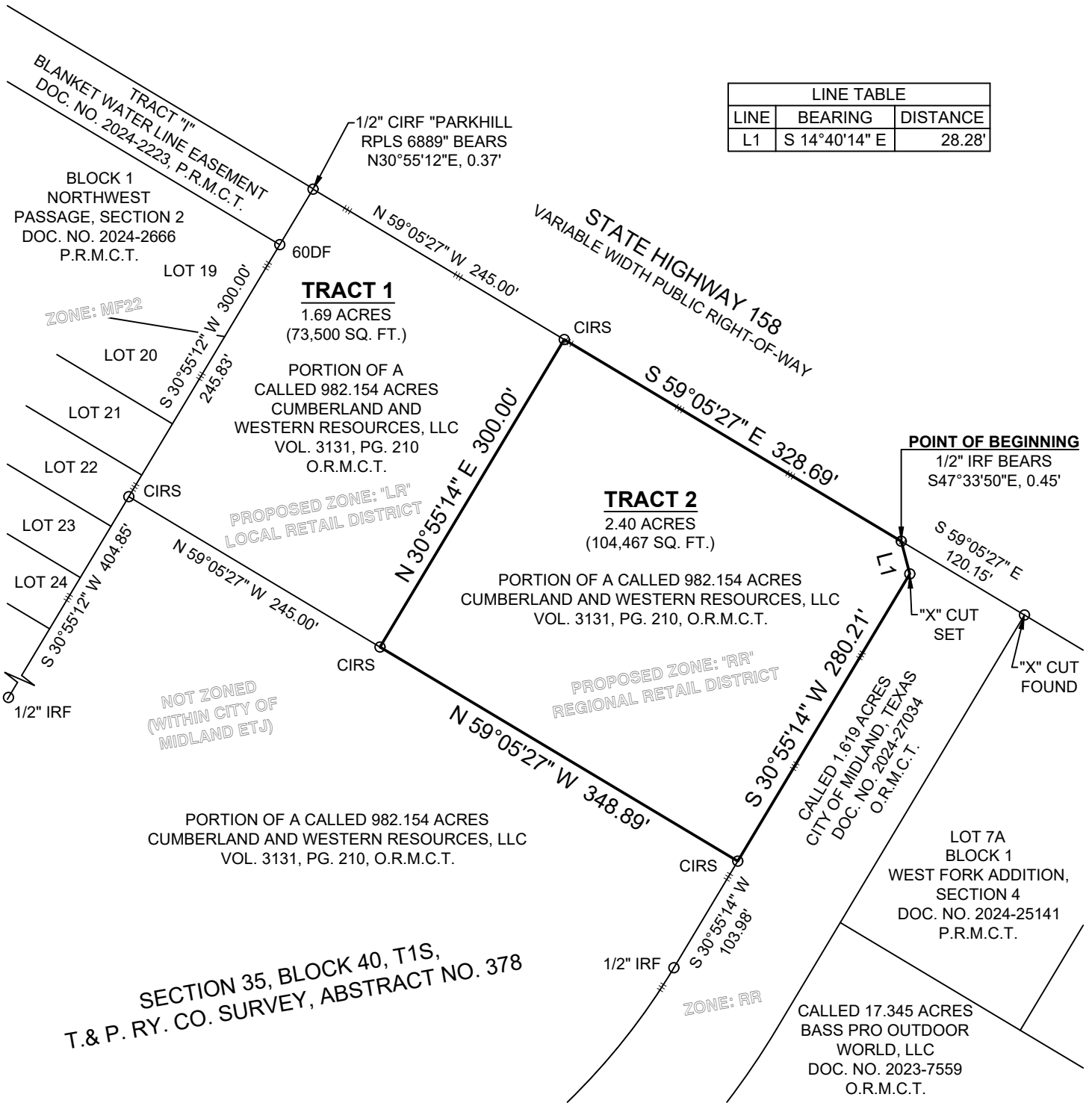
JOB NUMBER	DRAWN BY	DATE
2504.055-08	CHM	11-18-2025

STATE OF TEXAS
REGISTERED
CALEB H. MCCANLIES
7036
PROFESSIONAL
LAND SURVEYOR

Caleb McCanlies
R.P.L.S. # 7036

11-18-2025
Date

EXHIBIT A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 14°40'14" E	28.28'

NOTE: Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 2 OF 2

LEGEND

○	BOUNDARY MONUMENT
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	APPROXIMATE CITY LIMITS PER CITY OF MIDLAND GIS MAP

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-08	CHM	11-18-2025

N

1" = 120'

0 60 120

DESCRIPTION

Being a 1.69 acre tract of land out of Section 35, Block 40, Township 1 South, of the Texas and Pacific Railway Company Survey, Abstract Number 378, situated in Midland County, Texas, being a portion of a called 982.154 acre tract of land conveyed to Cumberland and Western Resources, LLC, by deed of record in Volume 3131, Page 210 of the Official Records of Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southwest right-of-way line of State Highway 158 (variable width public right-of-way), from which a 1/2 inch iron rod with yellow plastic cap stamped "PARKHILL RPLS 6889" found at the east corner of Northwest Passage, Section 2, a subdivision of record in Document Number 2024-2666 of the Plat Records of Midland County, Texas, bears N30°55'12"E, a distance of 0.37 feet;

THENCE, S59°05'27"E, along the southwest right-of-way line of State Highway 158 and the common northeast line of said 982.154 acre tract, a distance of 245.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

THENCE, leaving the southwest right-of-way line of State Highway 158, over and across said 982.154 acre tract, the following two (2) courses and distances:

1. S30°55'14"W, a distance of 300.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. N59°05'27"W, a distance of 245.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the southeast line of said Northwest Passage, Section 2, from which a 1/2 inch iron rod found at a point of curvature in the southeast line of said Northwest Passage, Section 2, bears S30°55'12"W, a distance of 404.85 feet;

THENCE, N30°55'12"E, along the southeast line of said Northwest Passage, a distance of 300.00 feet to the **POINT OF BEGINNING**, and containing an area of 1.69 acres (73,500 square feet) of land, more or less.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

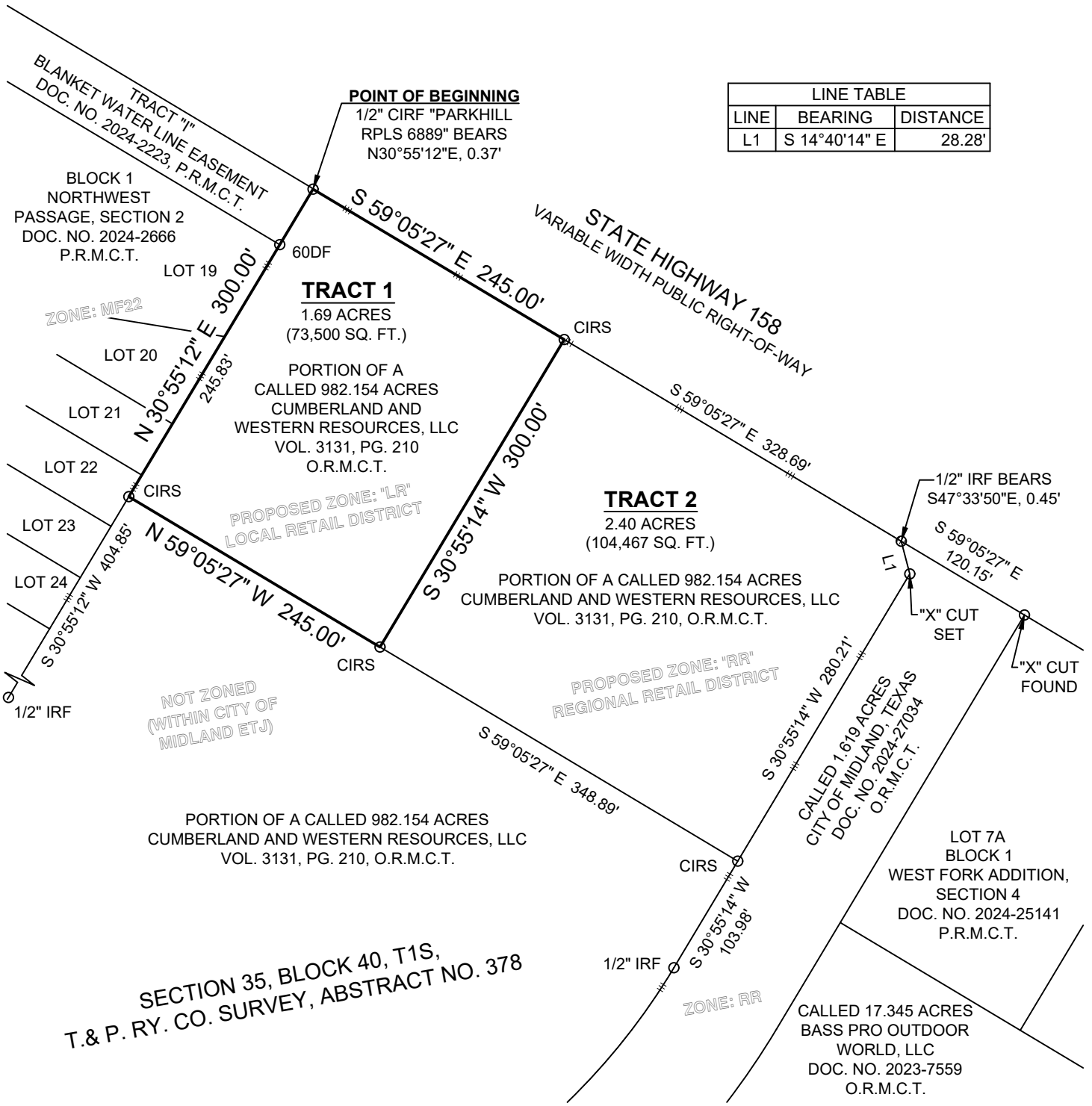
STATE OF TEXAS
REGISTERED
CALEB H. MCCANLIES
7036
PROFESSIONAL
LAND SURVEYOR

Caleb McCanlies
R.P.L.S. # 7036

11-18-2025
Date

JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	11-18-2025

EXHIBIT B



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PAGE 2 OF 2

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CIRS	1/2" CAPPED IRON ROD SET STAMPED "EAGLE SURVEYING"
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———	APPROXIMATE CITY LIMITS PER CITY OF MIDLAND GIS MAP

EAGLE SURVEYING

EAGLE SURVEYING, LLC
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2504.055-03	CHM	11-18-2025

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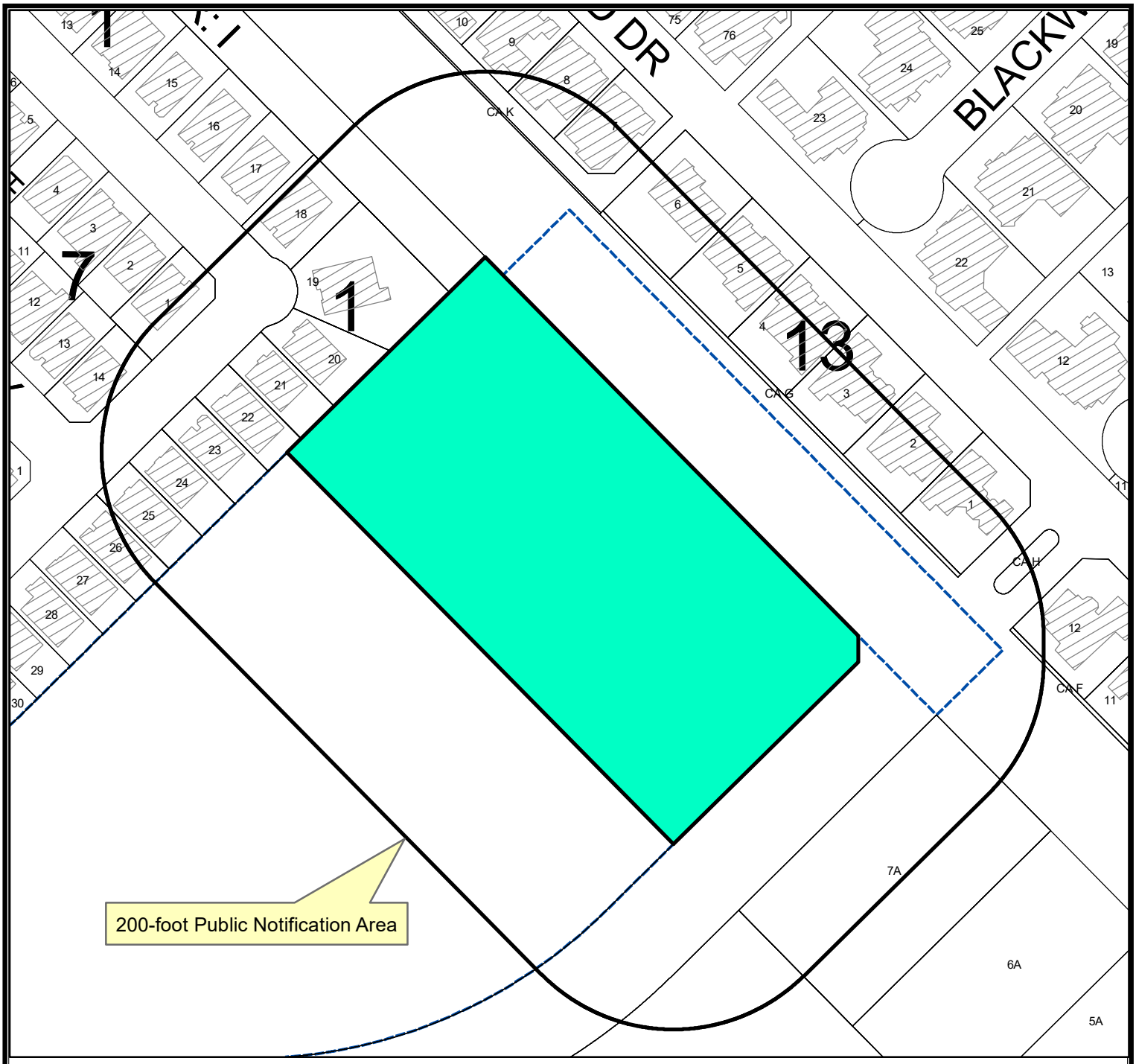
1" = 120'

0 60 120



Location Map

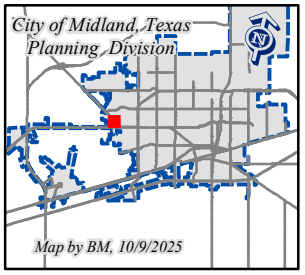
Z-25-0449 **Scale: 1" = 154'**

Consider a request by Cumulus Design, on behalf of Cumberland and Western Resources, LLC, for an initial zoning of RR, Regional Retail District, in part, and LR, Local Retail District, in part, for a 4.09-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

Generally located on the south side of West State Highway 158, approximately 220 feet east of Bear Drive. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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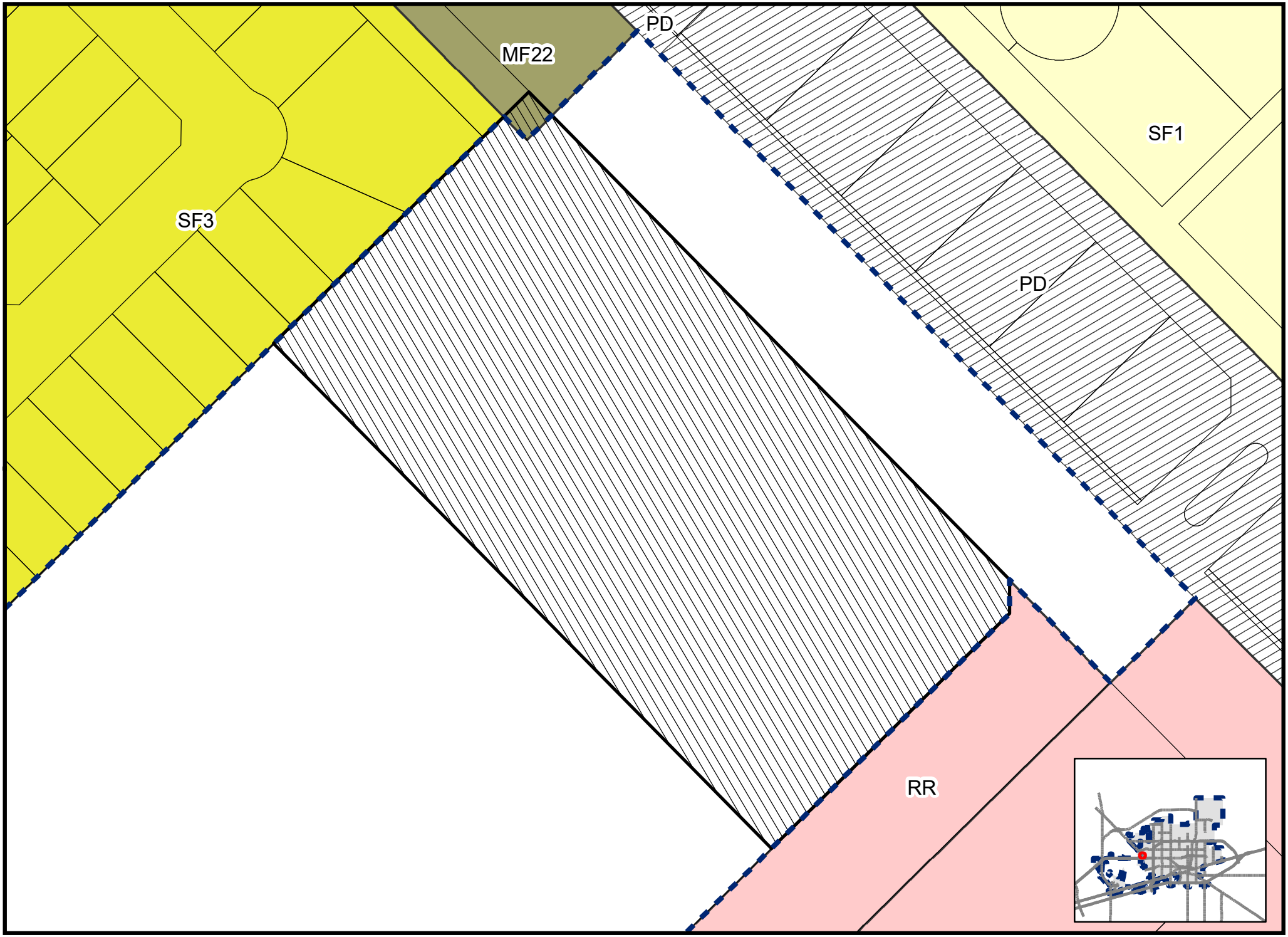
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BM, 10/9/2025

Z-25-0449

Scale: 1" = 101'

ZONING MAP

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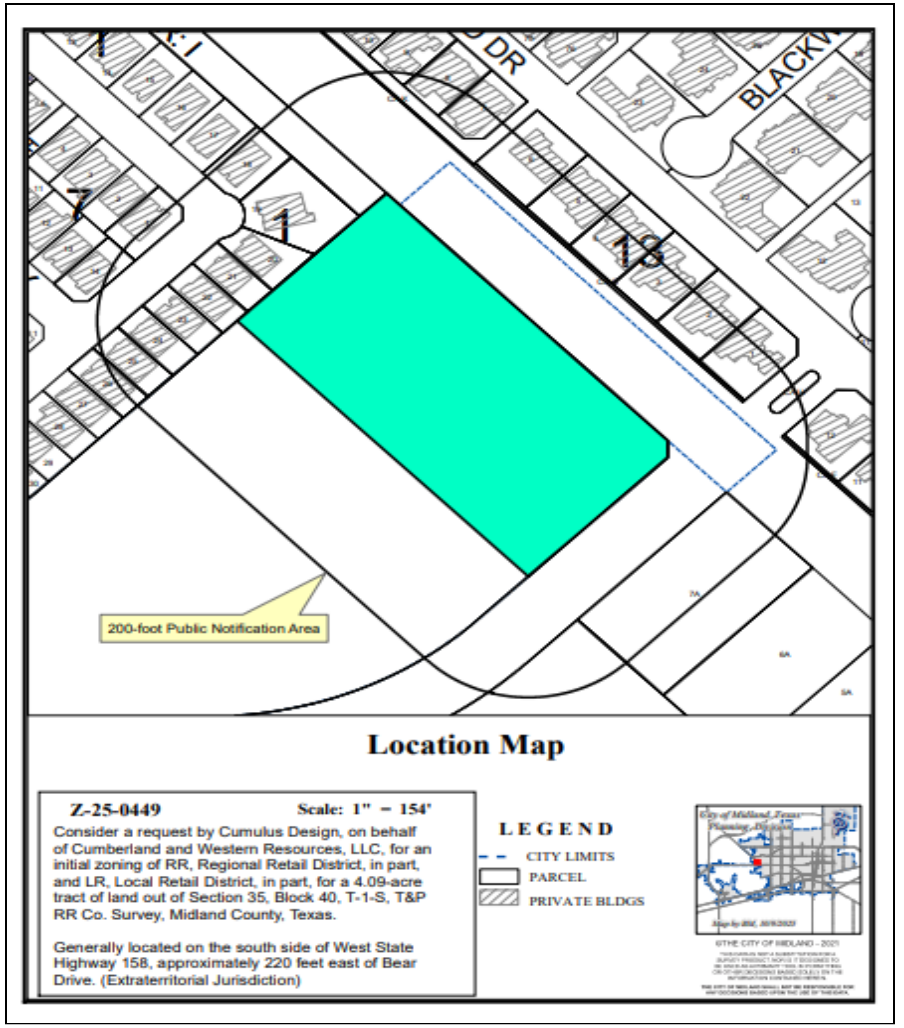
MIDLAND
Be the Energy!
INITIAL ZONING
WEST FORK ADDITION, SECTION 6
Visit Our Website
MIDLANDTEXAS.GOV

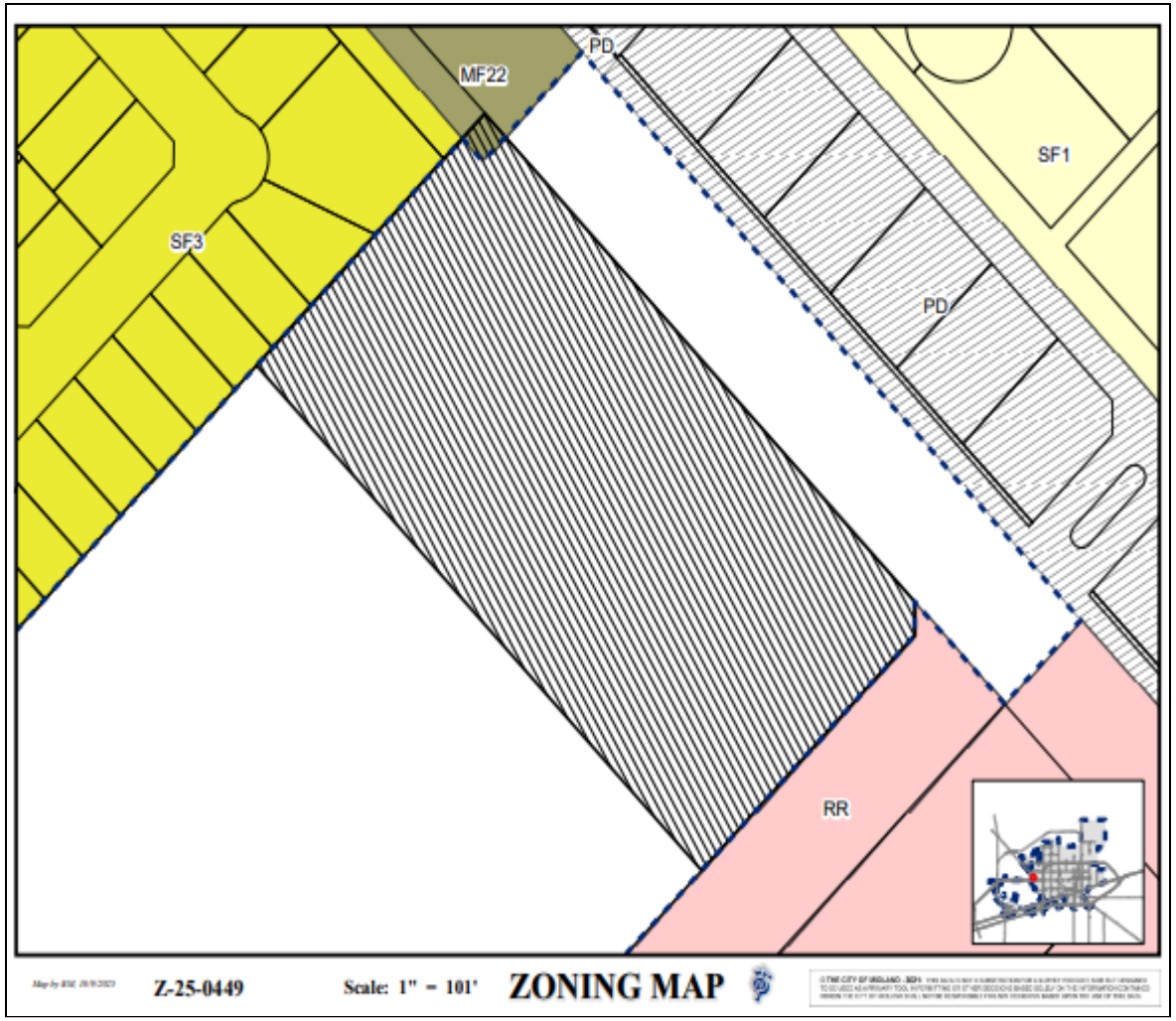
APPLICATION SUMMARY

- **Applicant/Representative:** Carlos Iglesias, with Cumulus Design
- **Property Owner:** Cumberland and Western Resources, LLC
- **Location:** Generally located on the south side of West State Highway 158, approximately 220 feet east of Bear Drive. (Extraterritorial Jurisdiction)
- **Reason for Request:** For future commercial development



ZONING

- **Current Zoning:** No Zoning (ETJ)
- **Surrounding Zoning:**
  - **North:** PD, Planned Development District for a Housing Development
  - **South:** Extraterritorial Jurisdiction
  - **East:** RR, Regional Retail District
  - **West:** SF-3, Single-Family Dwelling District
- **Proposed Zoning:** RR, Regional Retail District, in part, and LR, Local Retail District, in part



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/West:** Single-Family Housing
  - **South:** Vacant Land
  - **East:** Gas Station
- **Proposed Use:** Commercial Use

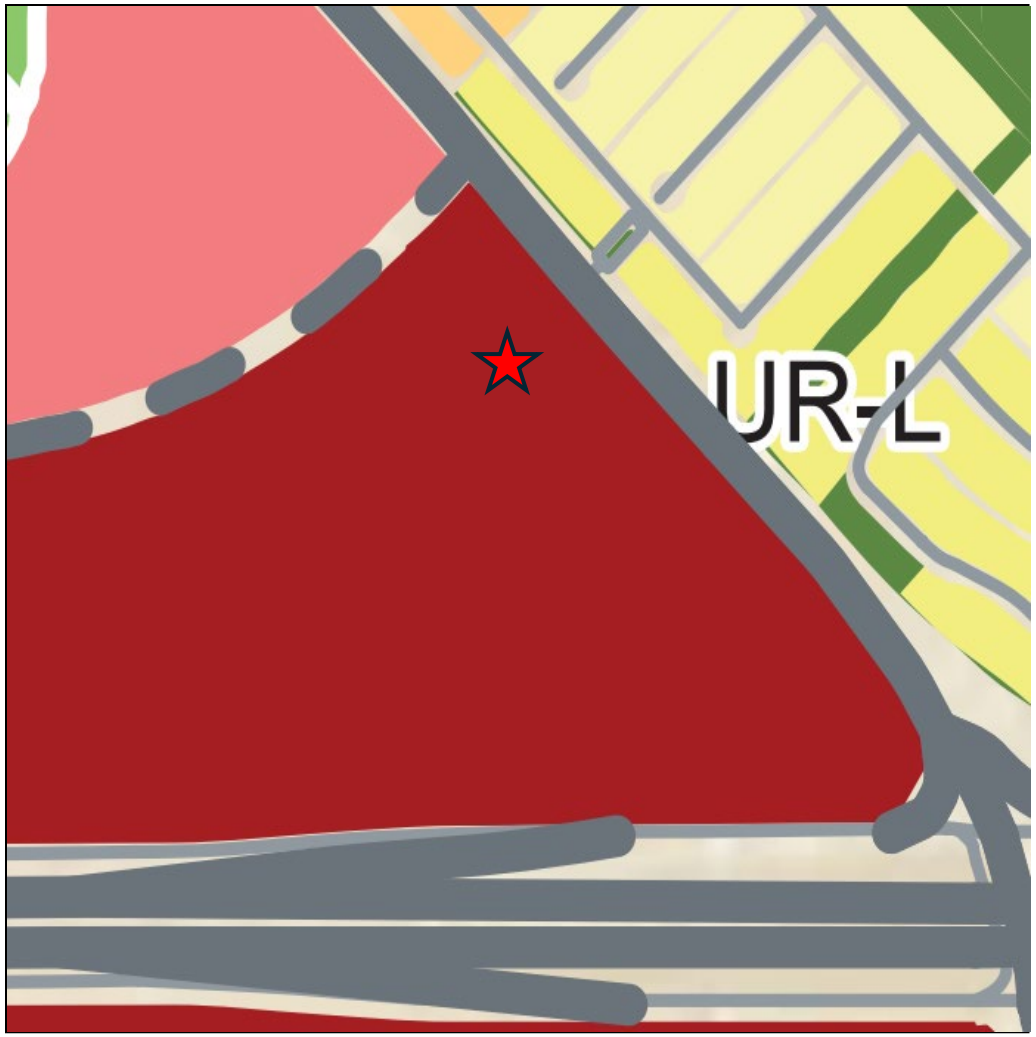
On West State Highway 158, Looking South

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!

RELATED ITEMS

- In addition to the initial zoning, the property is also being platted and annexed.

STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission recommended approval of this request on March 2, 2026.
- 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: 31.
Meeting Date: March 24, 2026
To: City Council
From: Lori Elliott, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 3, CORPORATE PLAZA ADDITION, SECTION 2, AND LOT 2B, BLOCK 3, CORPORATE PLAZA ADDITION, SECTION 19, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SPRING PARK 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

Purpose:
The applicant, Eduardo Aleman, on behalf of Point 9 Realty, LLC, is requesting a Zone Change from PD, Planned Development District for a Transitional District to RR, Regional Retail District to allow for future retail development at the property located at 242 Spring Park Drive.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Discussion:

Current Zoning:

PD, Planned Development District for a Transitional District

Surrounding Zoning and Land Use:

The properties to the north and south are zoned as PD, Planned Development District for a Transitional District, and consists of an office building and an unused building. The properties to the west are zoned RR, Regional Retail District, and are retail shops and restaurants. To the east is Edwards Street.

Analysis:

The subject property is located at 242 Spring Park Drive. The property is currently zoned PD, Planned Development District for a Transitional District. The applicant is seeking this zone change to allow retail development without a PD. This property is immediately adjacent to other regional retail businesses and restaurants and would thus blend with the surrounding neighborhood.

The current lots meet the requirements for the dimensions for Regional Retail District, as referenced in the City's Non-Residential Zoning District Dimensional Regulations Chart (5.05).

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as U-H, Urban-High. This designation calls for 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. Residential uses range from townhomes/ rowhouses up to apartment towers. Parking garages or public parking lots may be found in these areas. Higher levels of urban amenities are used to offset the area's intensity level.

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.]

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, planning/zoning requirements, established setbacks, Health department regulations, 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)

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.]

Planning:

Therefore, staff recommends approval of this Zone Change from PD, Planned Development District for a Transitional District to RR, Regional Retail District

Letters of Objection:

As of March 13, 2026, staff has received no letters of objection for this request.

Attachments:

Application
Site Plan (Exhibit A)
Maps

Attachments:

A. ORDINANCE - Z-26-0465.PDTD to RR Ord
B. Z-26-0465, 242 Spring Park Drive, Combined
C. CC - - 242 Spring Park Drive, Zone Change (PD to RR)

Lori Elliott, Development Services	Created/Initiated - 3/4/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/16/2026
Morris Williams, City Manager	Approved - 3/16/2026
Jan Hamilton, City Secretary	Final Approval - 3/16/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 3, CORPORATE PLAZA ADDITION, SECTION 2, AND LOT 2B, BLOCK 3, CORPORATE PLAZA ADDITION, SECTION 19, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SPRING PARK 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 Lot 3, Block 3, Corporate Plaza Addition, Section 2, and Lot 2B, Block 3, Corporate Plaza Addition, Section 19, City and County of Midland, Texas (the "Property"), to RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Transition District to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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:

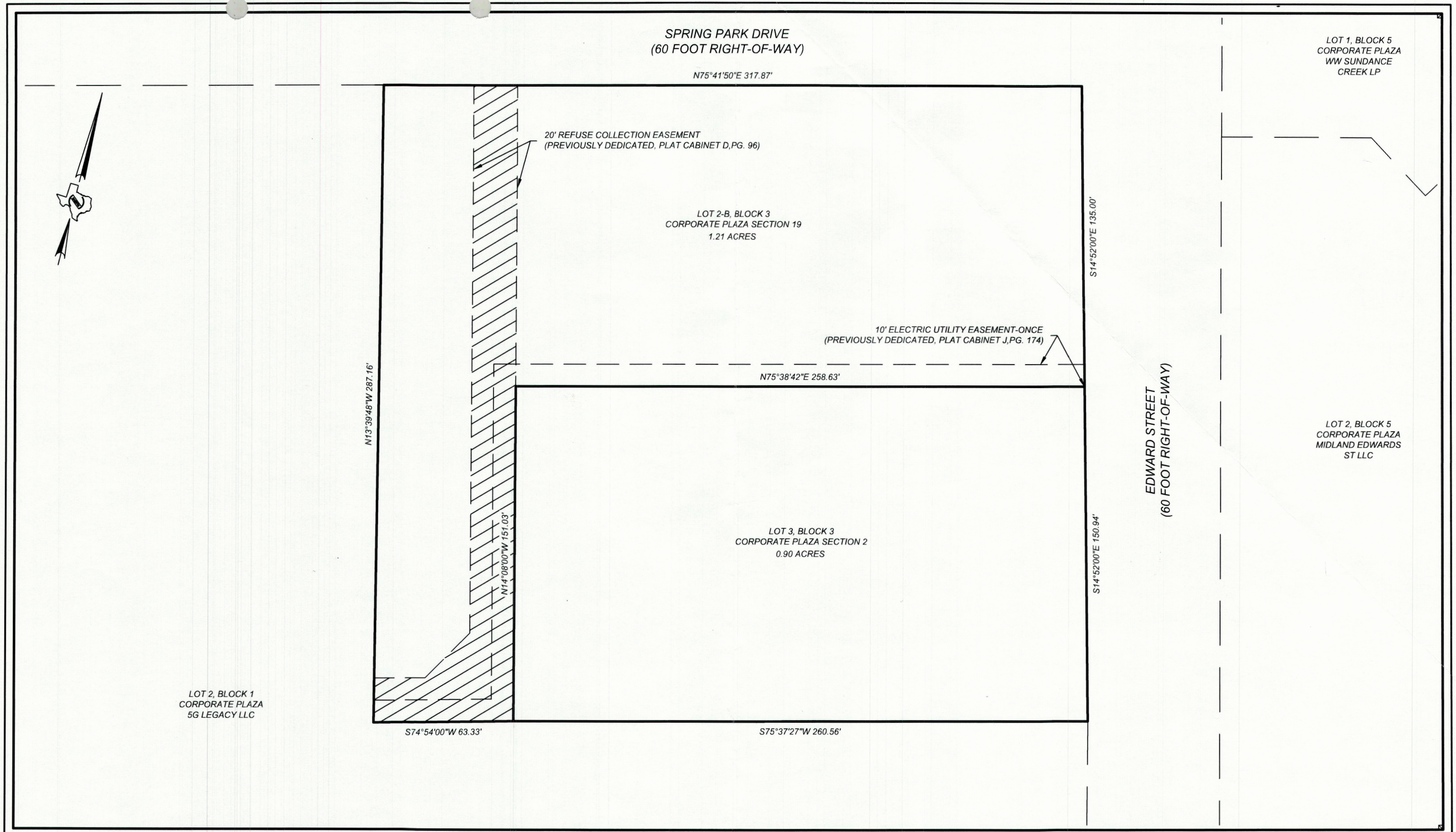
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



MAGRYM
TX FIRM# 10149500

Magrym Consulting, Inc.
110 W Louisiana Ave, Ste. 314
Midland, TX 79701
(432) 684-5548
www.magrym.com

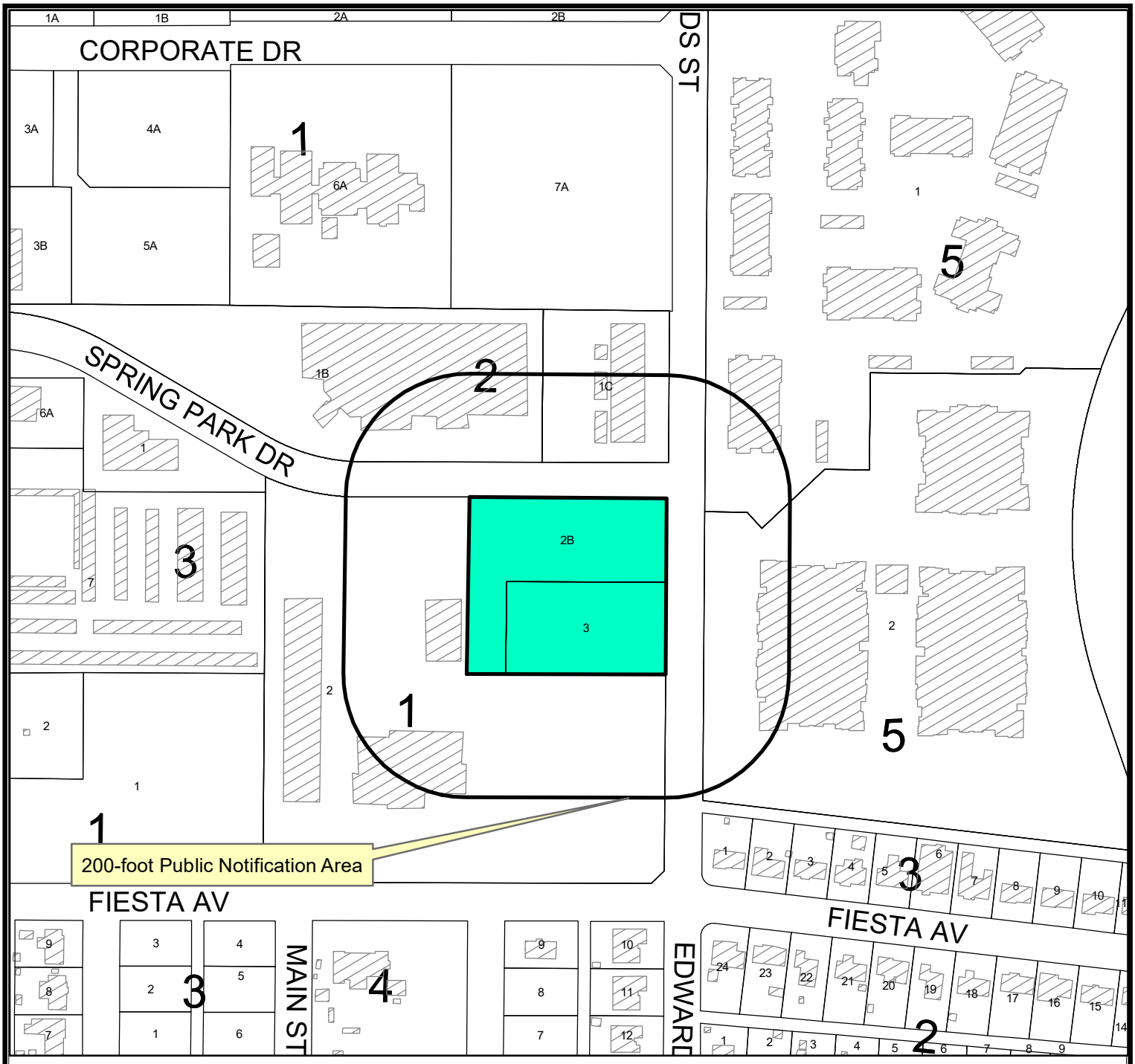
EXHIBIT

LOT 2-B, BLOCK 3, CORPORATE PLAZA SECTION 19 ADDITION, AN ADDITION TO THE CITY OF MIDLAND AS PER PLAT OF RECORD IN, CABINET J, PAGE 174, PLAT RECORDS, MIDLAND COUNTY, TEXAS.

LOT 3, BLOCK 3, CORPORATE PLAZA SECTION 2 ADDITION, AN ADDITION TO THE CITY OF MIDLAND AS PER PLAT OF RECORD IN, CABINET D, PAGE 96, PLAT RECORDS, MIDLAND COUNTY, TEXAS.

JOB NO: 26-109
PROJECT: 26-109
SCALE: 1" = 40'

REVISIONS



Location Map

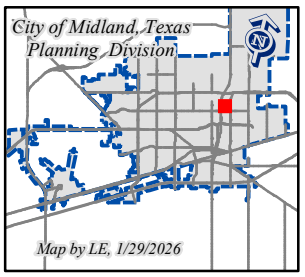
Z-26-0465 **Scale: 1" = 1,500'**

Consider a request by Eduardo Aleman, on behalf of Point 9 Realty, LLC, for a Zone Change from PD, Planned Development District for a Transitional District to RR, Regional Retail District for Lot 2B, Block 3, Corporate Plaza Addition, Section 19, and Lot 3, Block 3, Corporate Plaza Addition, Section 2, City and County of Midland,Texas.

Generally located at the southwest corner of the intersection of Spring Park Drive and Edwards Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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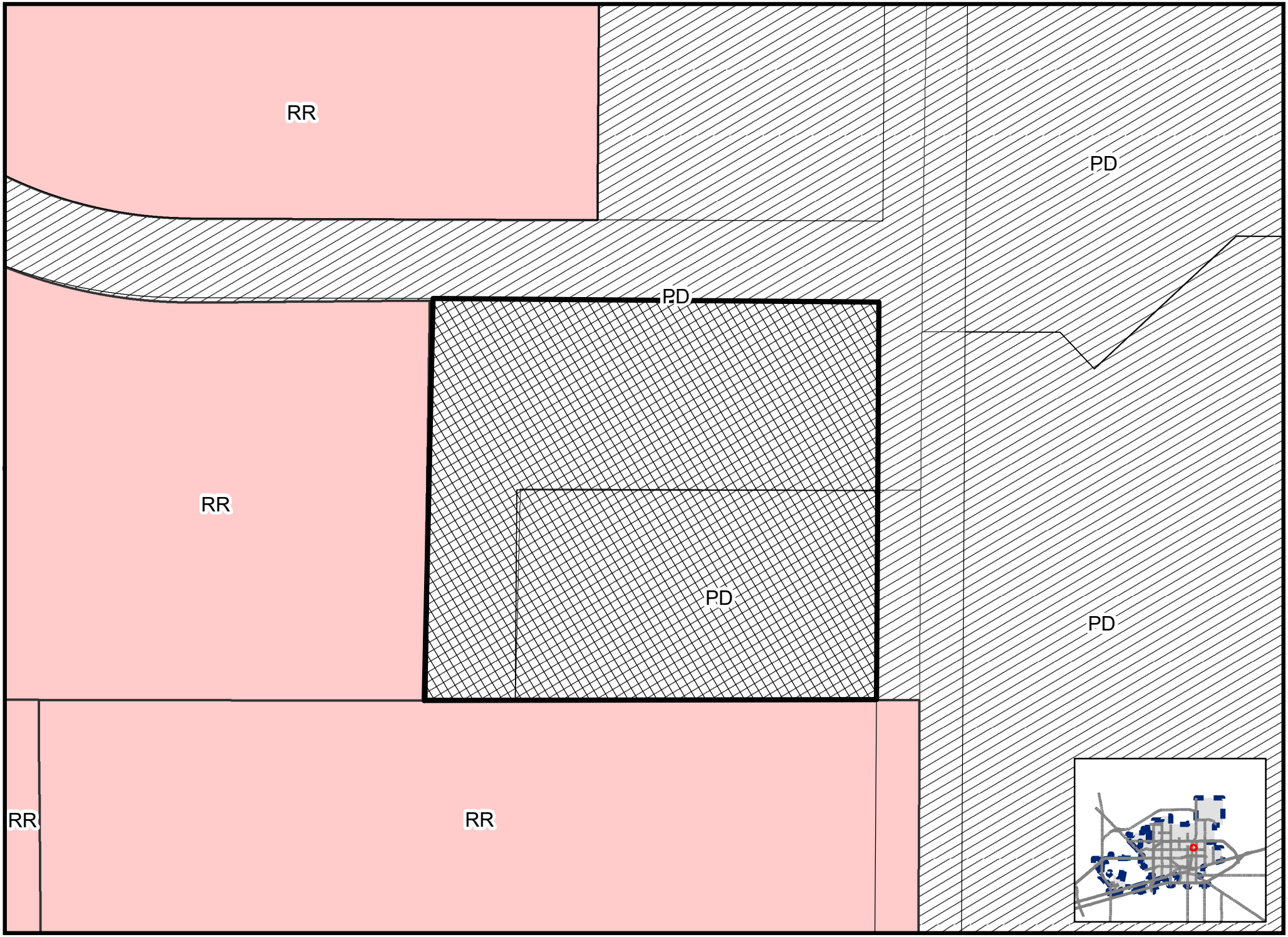


Map by LE, 1/28/2026

Z-26-0465

Scale: 1" = 86'

ZONING MAP

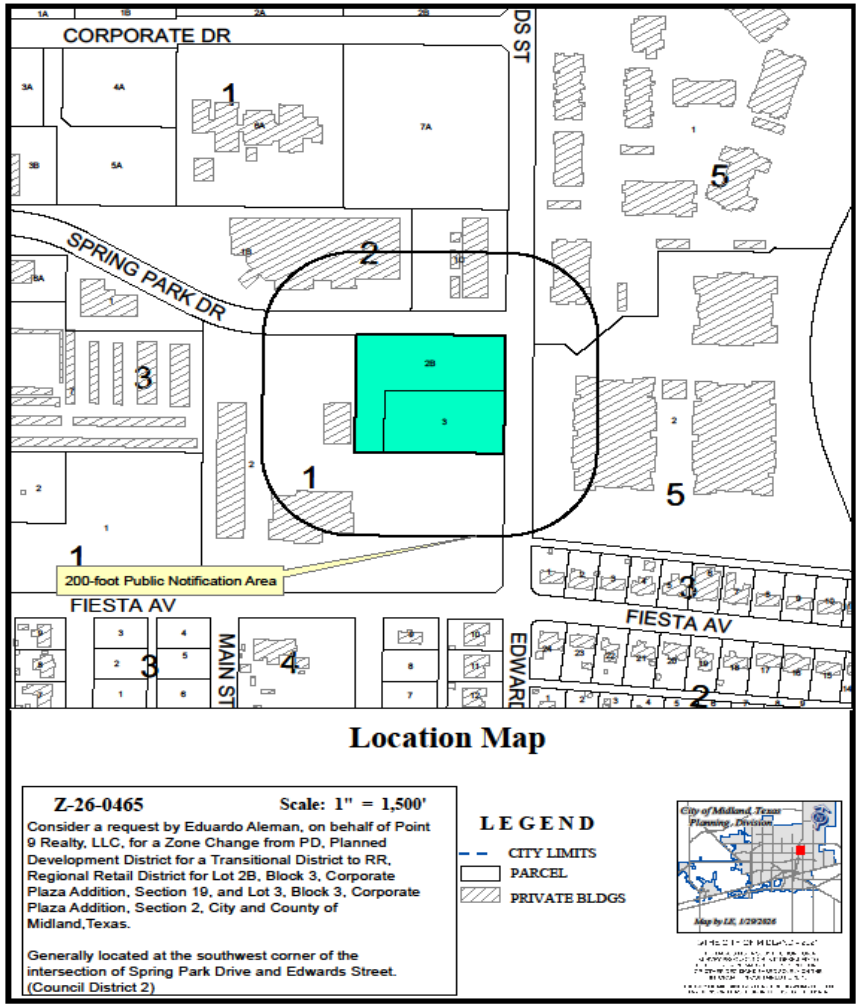
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

SPRING PARK DR
EDWARDS STREET
1
2
3
5

MIDLAND
Be the Energy!
ZONE CHANGE
242 SPRING PARK DRIVE
Visit Our Website
MIDLANDTEXAS.GOV

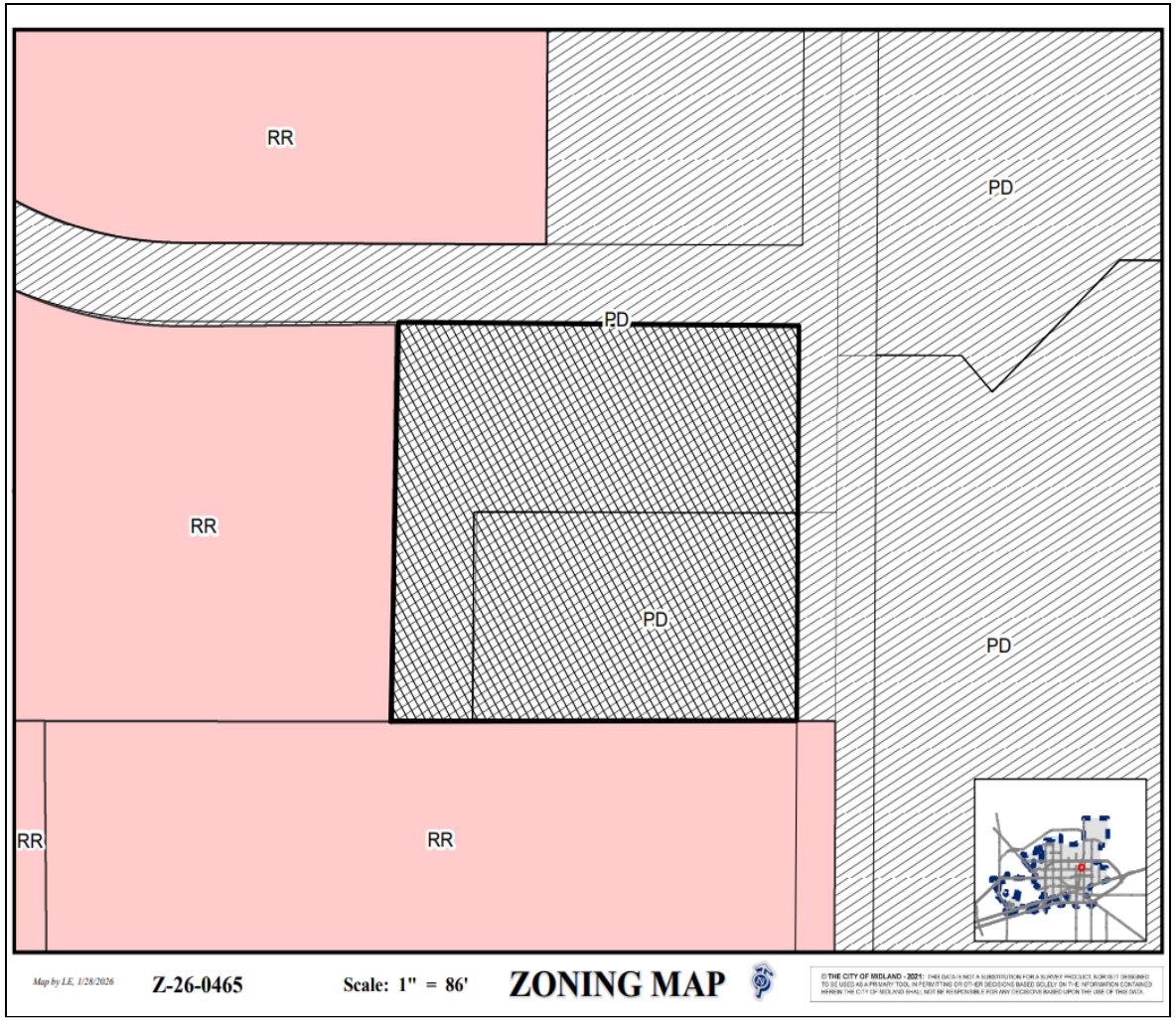
APPLICATION SUMMARY

- **Property Owner:** Point 9 Realty, LLC
- **Representative:** Eduardo Aleman, with Magrym Consulting
- **Location:** 242 Spring Park Drive and 3601 Edwards Street (Council District 2)
- **Reason for Request:** To allow for future commercial development



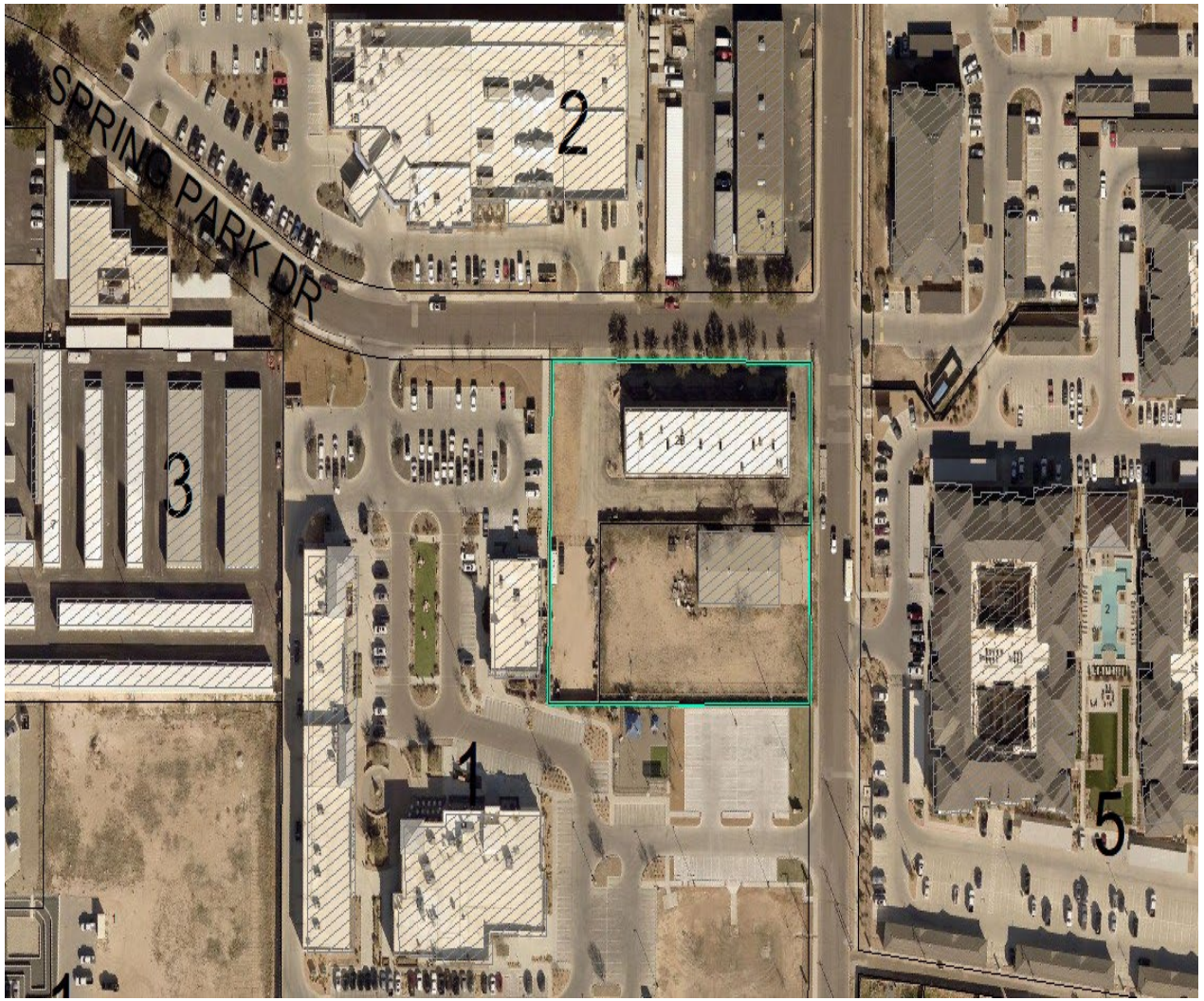
ZONING

- **Current Zoning:** PD, Planned Development District for a Transitional District
- **Surrounding Zoning:**
  - **North/South:** PD, Planned Development District for a Transitional District
  - **West:** RR, Regional Retail District
  - **East:** PD, Planned Development District for a Housing Development
- **Proposed Zoning:** RR, Regional Retail District



LAND USE

- **Current Use:** Office Building and Vacant Building
- **Surrounding Uses:**
  - **North:** Office Building
  - **West/South:** Retail Shops and Restaurants
  - **East:** Apartment Complex
- **Proposed Use:** Commercial Use



MIDLAND
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On West Montgomery Avenue, Looking South

MIDLAND
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COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-High, (U-H)
- **Supported Uses:** A mix of complementary uses, including multi-family residential, large offices, medical buildings and regional commercial. Higher levels of urban amenities are used to offset the area's intensity level.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*

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RELATED ITEMS

- In addition to this zone change request, the applicant is currently in the process of replatting the property to reconfigure the two lots.

STAFF'S RECOMMENDATION

- No objections have been received.
- This Zone Change request was approved at the Planning & Zoning Commission meeting on March 16, 2026.
- Staff recommends approval of this Zone Change request from PD, Planned Development District for a Transitional District to RR, Regional Retail District.

MISSION

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

City Council Meeting

Item Number: 32.
Meeting Date: March 24, 2026
To: City Council
From: Lori Elliott, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.82-ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 1, LOT 2A, BLOCK 43, AND LOT 1A, BLOCK 44, SOUTH PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST HICKS AVENUE AND SOUTH FORT WORTH 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:
The applicant, Rene Robles, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to 2F, Two-Family Dwelling District in order to meet minimum lot size requirements.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

MF-22, Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north are zoned as SF-2, Single-Family Dwelling District and consist of single family homes. The properties to the south are zoned 2F, Two-Family Dwelling District, and are vacant lots. To the east is zoned MF-22, Multiple-Family Dwelling District, and consists of vacant lots. The property to the west is zoned 2F, Two-Family Dwelling District, in part, and MF-22, Multiple-Family Dwelling District, in part and is the Midland Freshman High School Campus.

Analysis:

The subject property is located at 410 East Hicks Avenue. The property is currently zoned MF-22, Multiple-Family Dwelling District. The applicant is seeking this zone change to allow for lots that will conform to the zoning, in order to construct duplexes. This property is immediately adjacent to multiple other lots of a similar size and zoning would thus blend with the surrounding neighborhood.

The Tall City Tomorrow Comprehensive Plan, Chapter 3, designates this area as UR-M, Urban Residential-Medium. Supported uses include a mix of housing styles, including single-family, townhouses, and limited multi-family development.

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 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.]

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, planning/zoning requirements, established setbacks, Health department regulations, 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)

No objection to zone change. [For the Applicant’s information only.]

Planning:

Therefore, staff recommends approval of this Zone Change from MF-22, Multiple-Family Dwelling District to 2F, Two-Family Dwelling District.

Letters of Objection:

As of March 20, 2026, staff has received no letters of objection for this request.

Attachments:

Application
Site Plan (Exhibit A)
Maps

Attachments:

A. ORDINANCE WITH EXHIBIT - Z-26-0468.MF-22 to 2F Ord w Exh
B. Z-26-0468, 410 E Hicks Ave, Combined
C. CC - - 410 E Hicks Ave, Zone Change (MF-22 to 2F)

Lori Elliott, Development Services	Created/Initiated - 3/4/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/16/2026
Morris Williams, City Manager	Approved - 3/16/2026
Jan Hamilton, City Secretary	Final Approval - 3/17/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.82-ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 1, LOT 2A, BLOCK 43, AND LOT 1A, BLOCK 44, SOUTH PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST HICKS AVENUE AND SOUTH FORT WORTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 0.82-acre tract of land out of Lot 3, Block 1, Lot 2A, Block 43, and Lot 1A, Block 44, South Park Addition, Section 6, 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 2F, Two-Family Dwelling (Duplex) District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to 2F, Two-Family Dwelling (Duplex) District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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

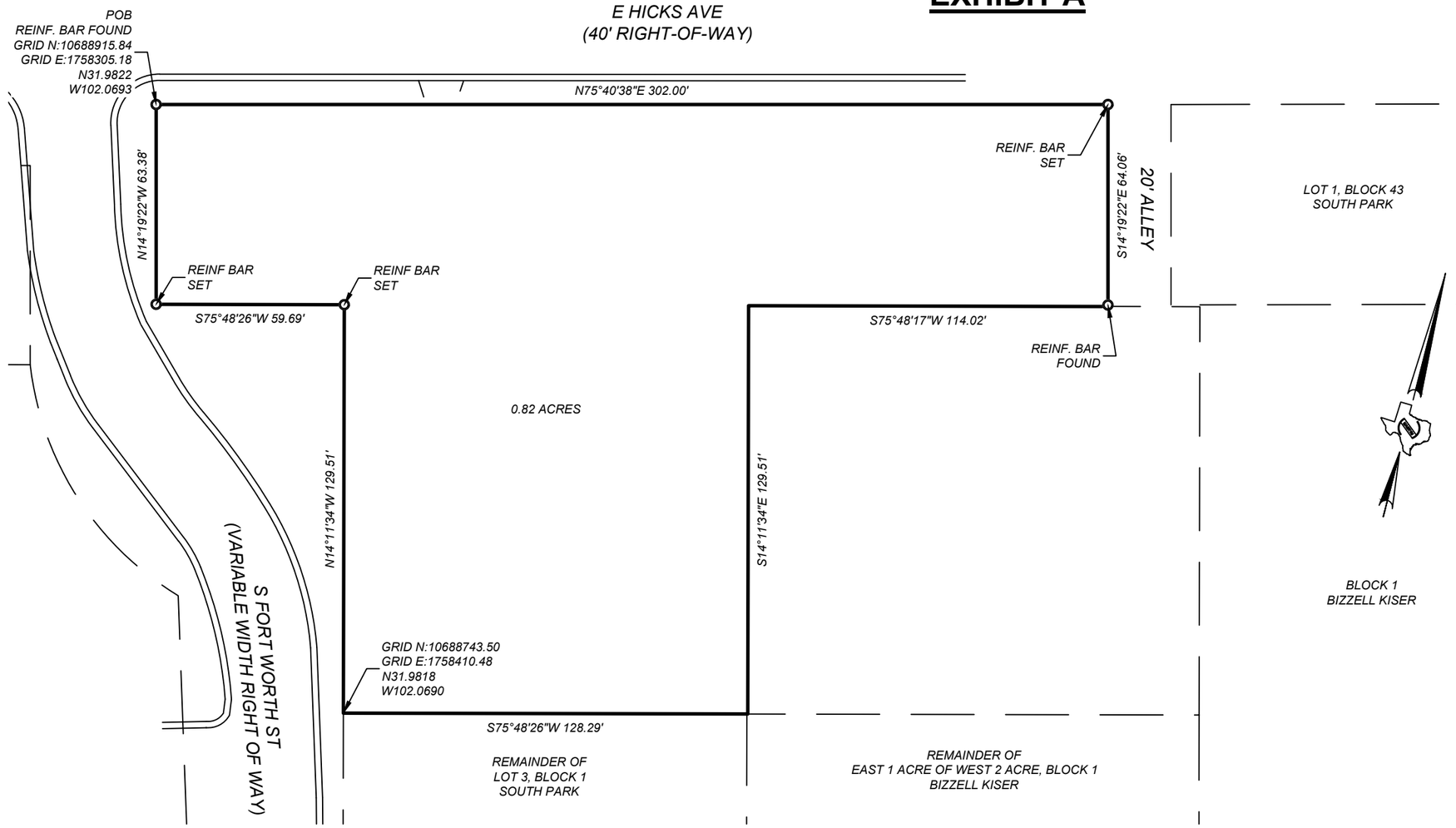
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A



FIELD NOTE DESCRIPTION OF A 0.82 ACRE TRACT OF LAND, BEING ALL OF LOT 1A, BLOCK 44, LOT 2A BLOCK 43, AND THE NORTH 0.26 ACRE OF LOT 3, BLOCK 1, SOUTH PARK ADDITION SECTION 6, AN ADDITION TO THE CITY OF MIDLAND AS PER PLAT OF RECORD IN, CABINET H, PAGE 388, PLAT RECORDS, MIDLAND COUNTY, TEXAS. SAID 0.82 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR FOUND (N:10688915.84, E:1758305.18) IN THE SOUTH RIGHT-OF-WAY LINE OF EAST HICKS AVENUE AND IN THE EAST RIGHT-OF-WAY LINE OF SOUTH FORT WORTH STREET FOR THE NORTHWEST CORNER OF THIS TRACT SAME BEING THE NORTHWEST CORNER OF THAT CALLED LOT 1A;

THENCE NORTH 75°40'38" EAST 302.00 FEET TO A REINF BAR SET IN THE SOUTH RIGHT-OF-WAY LINE OF EAST HICKS AVENUE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 14°19'22" EAST 64.06 FEET TO A REINF BAR FOUND FOR A CORNER OF THIS TRACT;

THENCE SOUTH 75°48'17" WEST 114.02 FEET TO A CORNER FOR A CORNER OF THIS TRACT;

THENCE SOUTH 14°11'34" EAST 129.51 TO A CORNER FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 75°48'26" WEST 128.29 TO A CORNER IN THE EAST RIGHT-OF-WAY LINE OF SOUTH FORTH WORTH STREET FOR THE SOUTHWEST CORNER OF THIS TRACT;

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THENCE SOUTH 75°48'26" WEST 59.69 TO A REINF BAR SET IN THE EAST RIGHT-OF-WAY LINE OF SOUTH FORTH WORTH STREET FOR A CORNER OF THIS TRACT;

THENCE NORTH 14°19'22" WEST 63.38 FEET TO THE PLACE OF BEGINNING.

AREA, BEARINGS AND DISTANCES SHOWN ARE GRID MEASUREMENTS BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

NOTES:

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

THIS SURVEY DOES NOT GUARANTEE OWNERSHIP.

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "MAGRYM" UNLESS OTHERWISE NOTED.

LEGEND:

- *MONUMENT AS DESCRIBED*
- *PROPERTY LINE*
- *ADJOINING PROPERTIES*

MAGRYM
TX FIRM# 10149500

Magrym Consulting, Inc.
110 W Louisiana Ave, Ste. 314
Midland, TX 79701
(432) 684-5548
www.magrym.com

EXHIBIT

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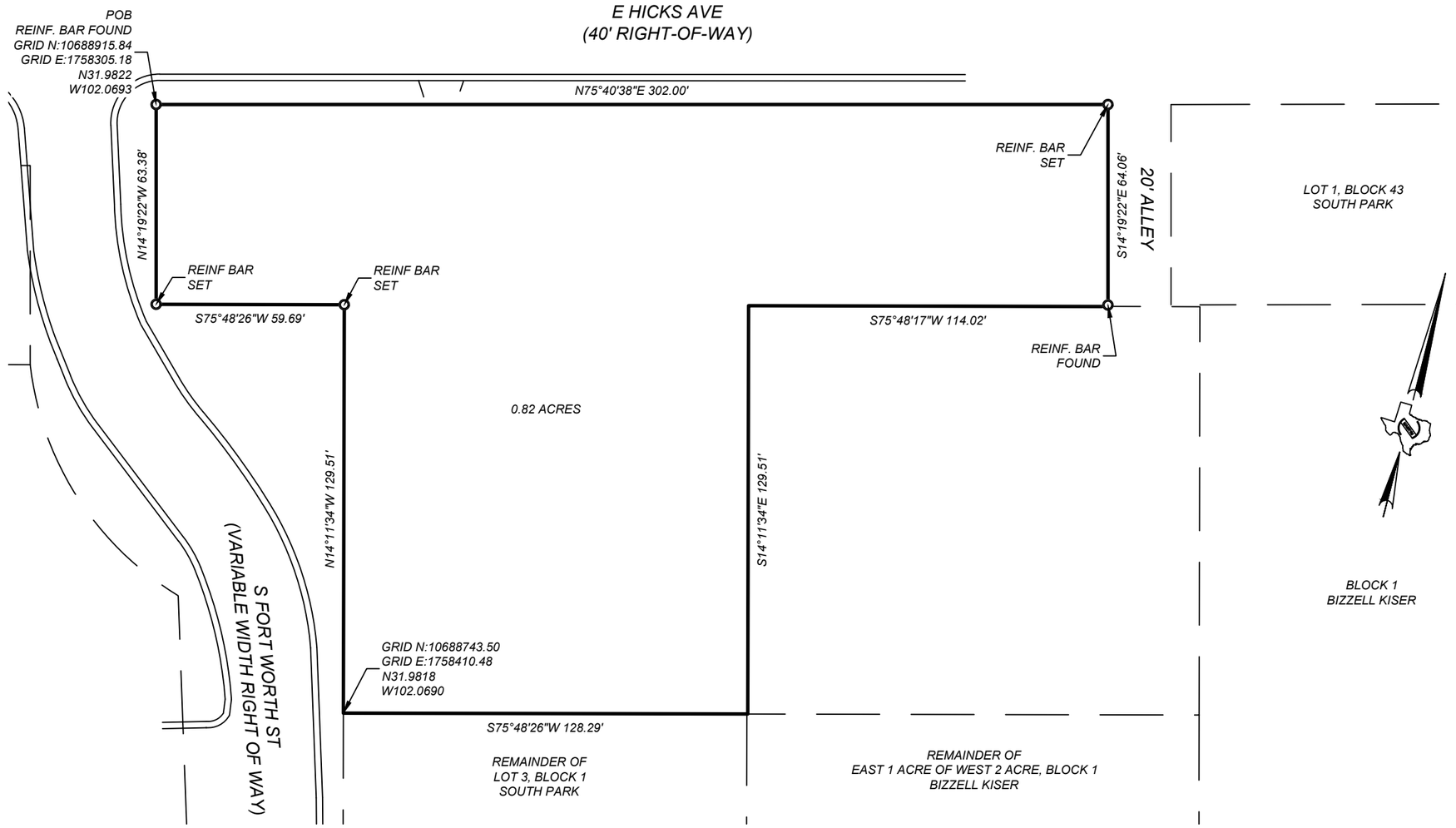
JOB NO: 24-638	
PROJECT: 24-638	
SCALE: 1" = 40'	REVISIONS



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LEGEND:

- *MONUMENT AS DESCRIBED*
- *PROPERTY LINE*
- *ADJOINING PROPERTIES*

MAGRYM
TX FIRM# 10149500

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JOB NO: 24-638	
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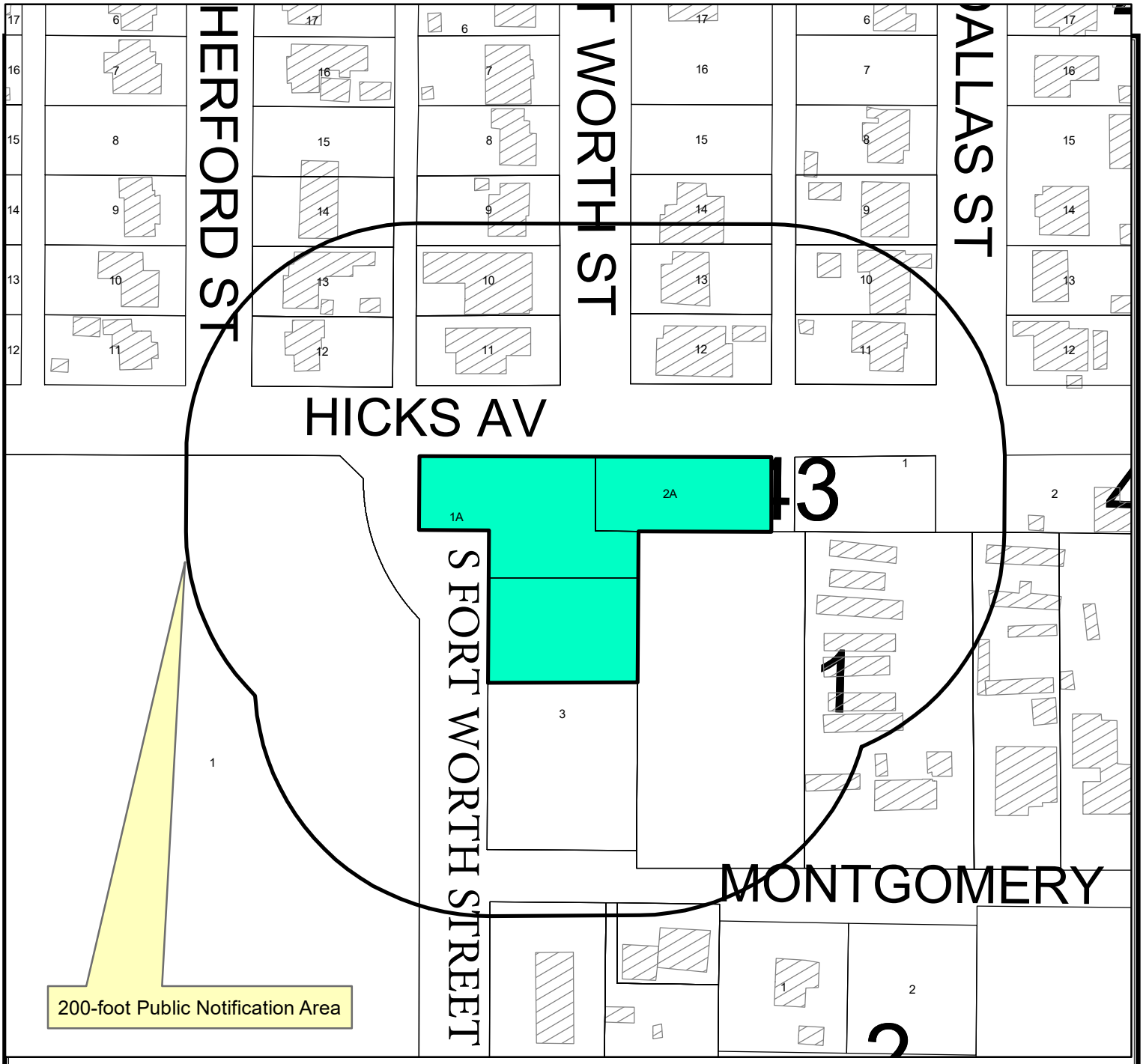


Location Map

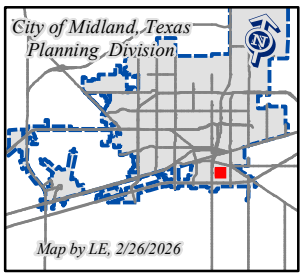
Z-26-0468 **Scale: 1" = 800'**

Consider a request by Magrym Consulting, on behalf of Rene Robles, for a Zone Change from MF-22, Multiple-Family Dwelling District to 2F, Two-Family Dwelling District on a 0.82- acre tract of land out of Lot 3, Block 1, Lot 2A, Block 43, and Lot 1A, Block 44, South Park Addition, Section 6, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of East Hicks Avenue and South Fort Worth Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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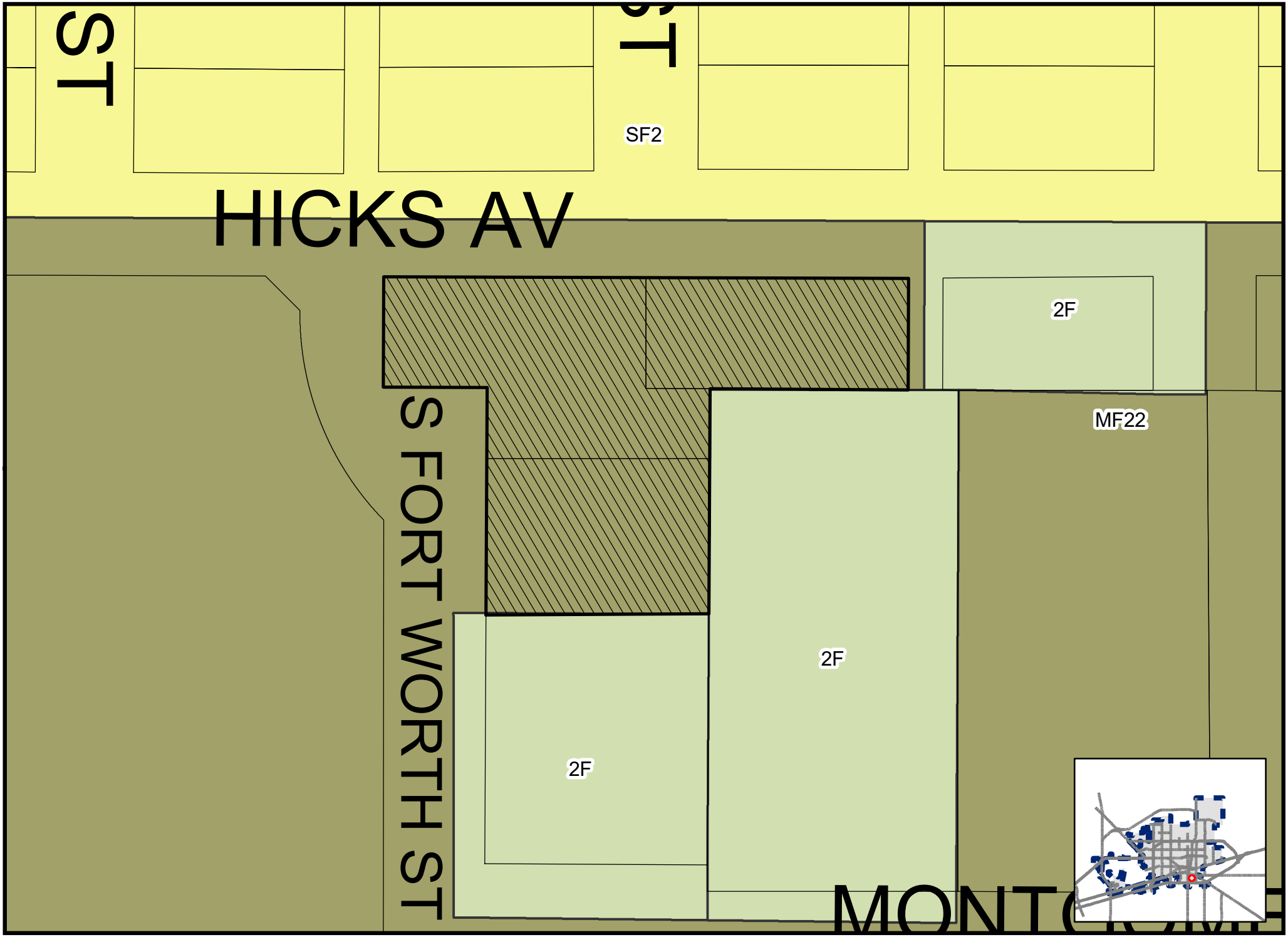

Map by LE, 2/26/2026

Z-26-0468

Scale: 1" = 500'

ZONING MAP

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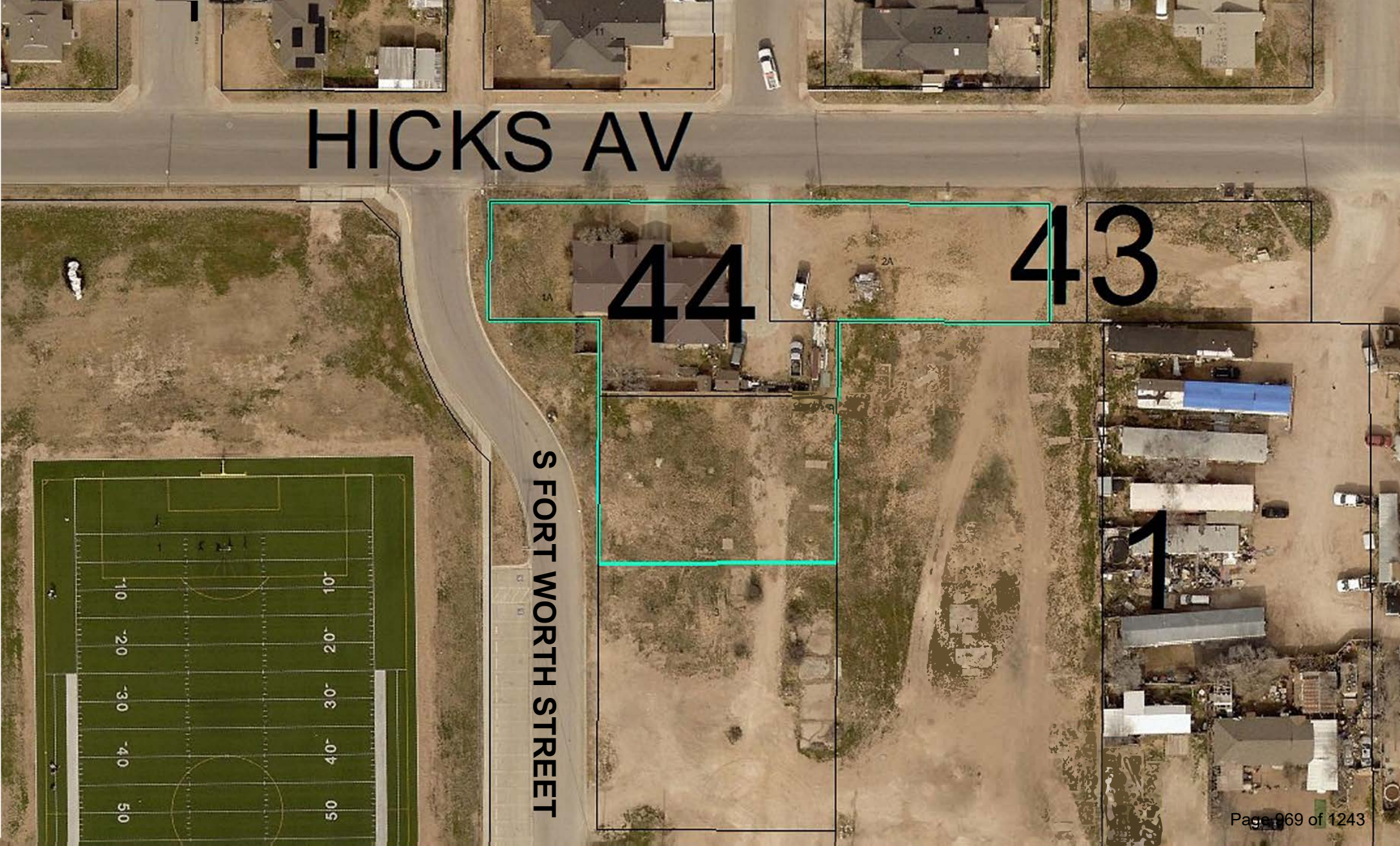
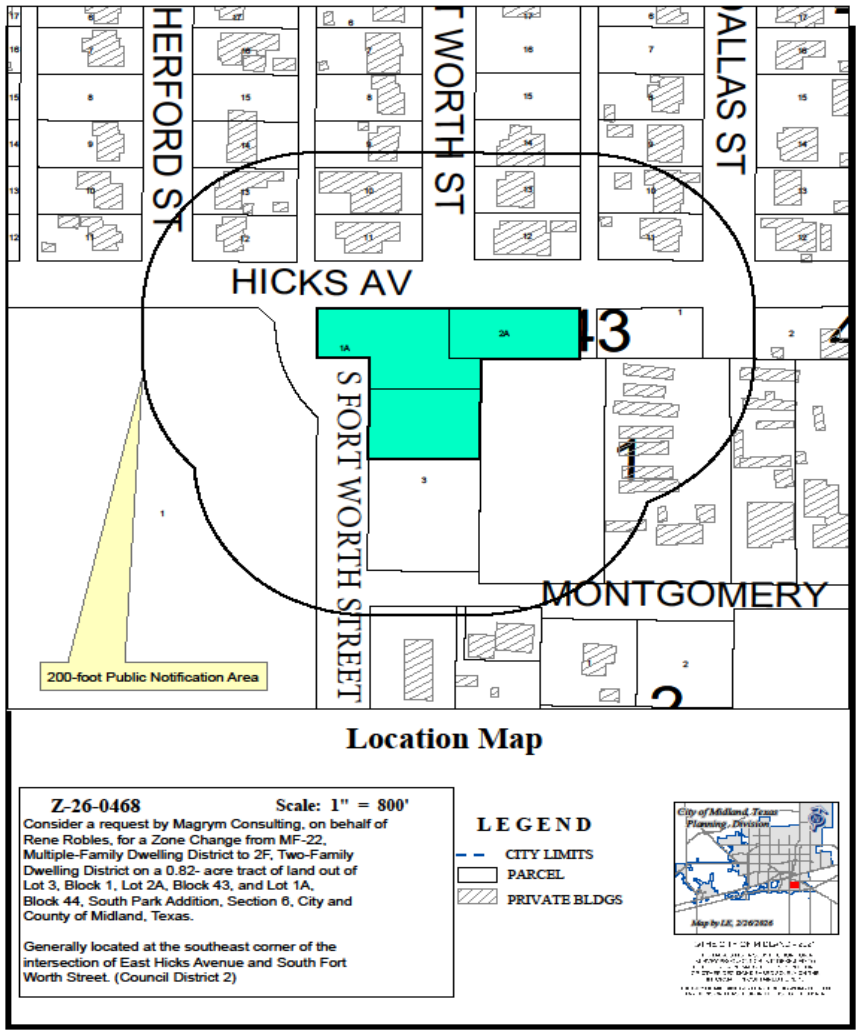

HICKS AV
44
43
1
S FORT WORTH STREET

S Fort Worth St

MIDLAND
Be the Energy!
ZONE CHANGE
410 EAST HICKS AVENUE
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Property Owner:** Rene Robles
- **Representative:** Eduardo Aleman, with Magrym Consulting
- **Location:** 410 East Hicks Avenue in Council District 2
- **Reason for Request:** to meet minimum lot size requirements and match surrounding zoning



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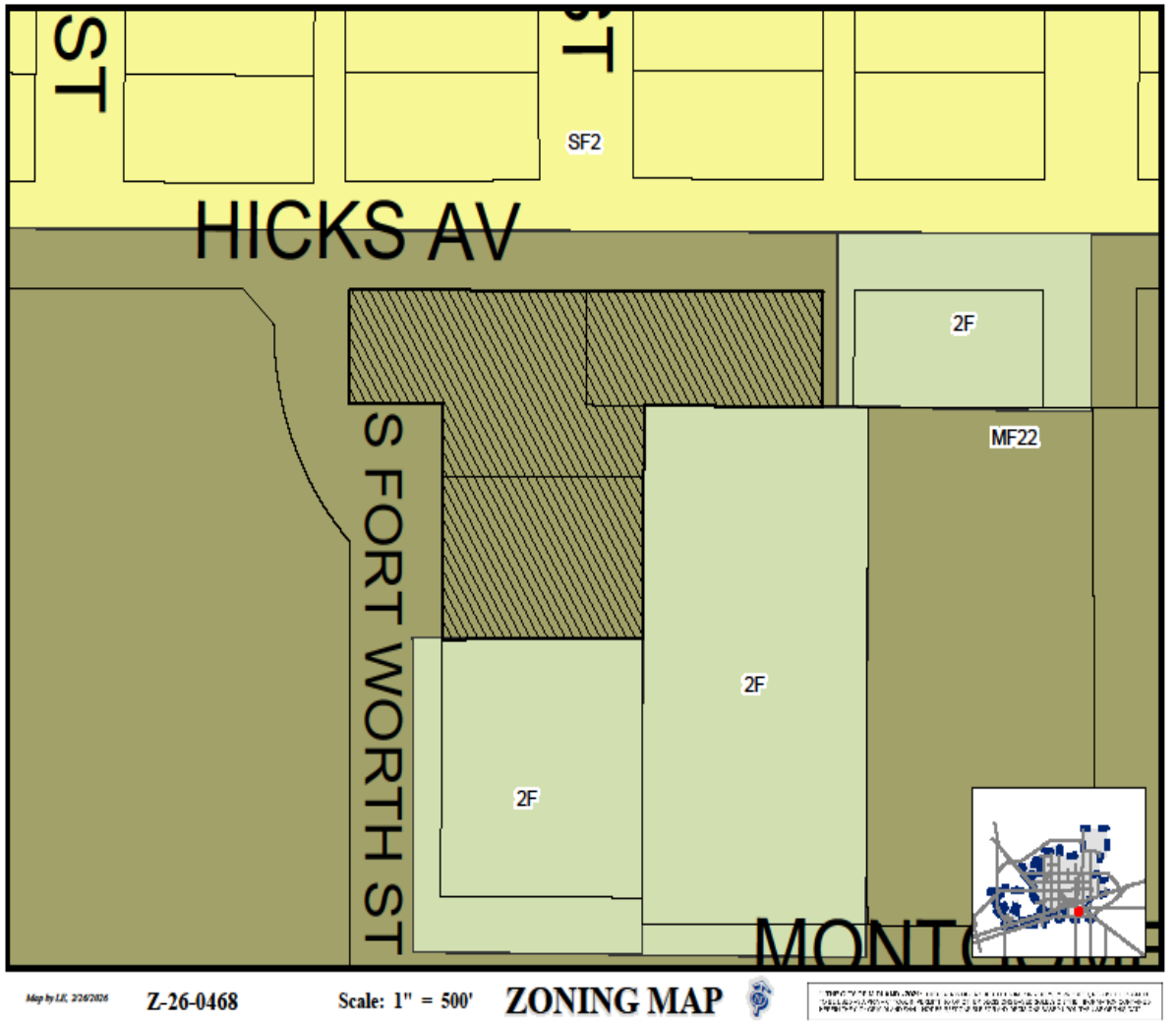
ZONING

- **Current Zoning:** MF-22, Multiple-Family Dwelling District, in part, and 2F, Two-Family Dwelling District, in part
- **Surrounding Zoning:**
  - **North:** SF-2, Single-Family Dwelling District
  - **South/East:** MF-22, Multiple- Family Dwelling District
  - **West:** 2F, Two-Family Dwelling District, and MF-22, Multiple-Family Dwelling District
- **Proposed Zoning:** 2F, Two-Family Dwelling District



LAND USE

- **Current Use:** Single-Family Dwelling and Vacant Lots
- **Surrounding Uses:**
  - **North:** Single-Family Housing
  - **South/East:** Vacant lots
  - **West:** Public School
- **Proposed Use:** Duplexes and Single-Family Housing

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On South Fort Worth Street, Looking East

5

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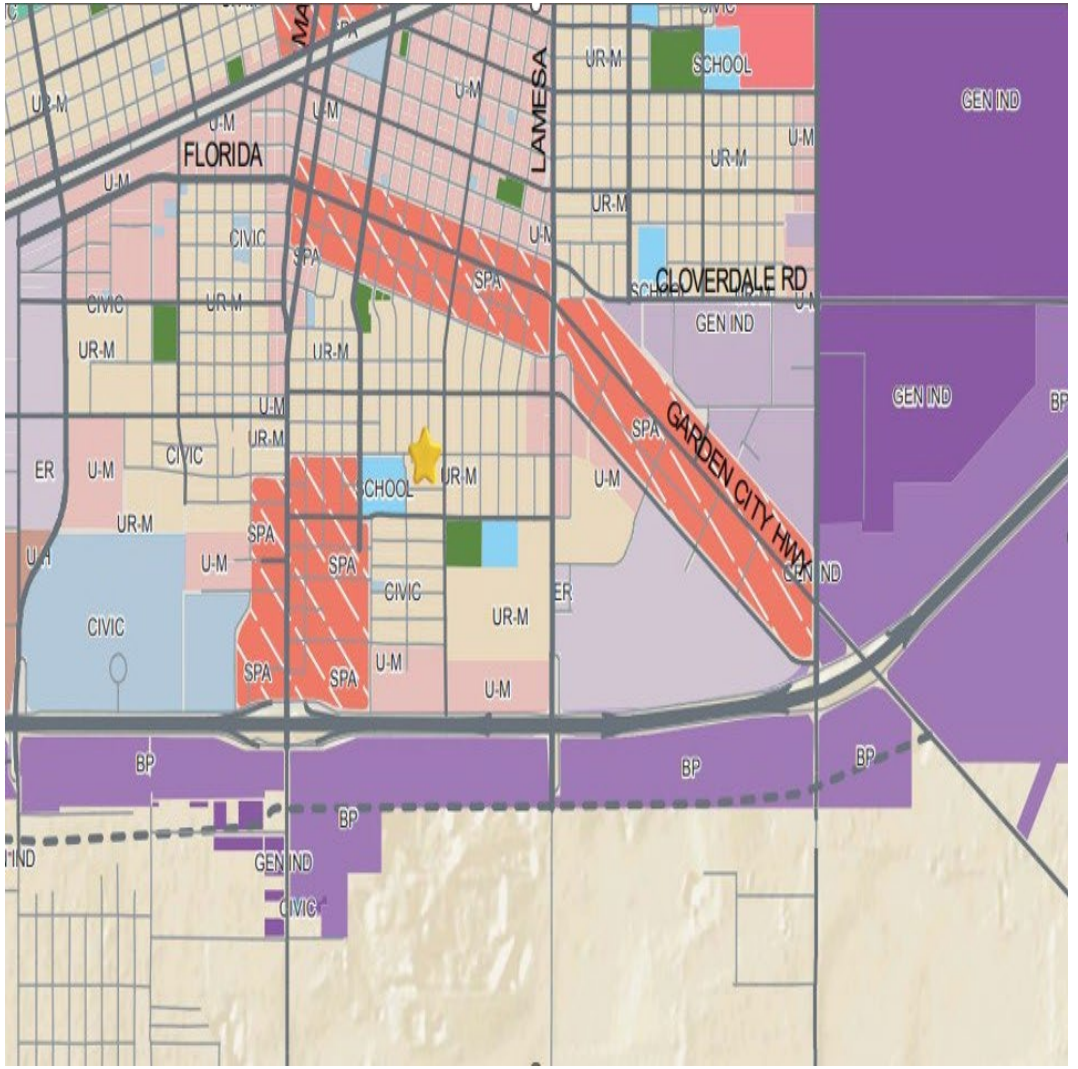
COMPREHENSIVE PLAN

- **Land Use Designation:** Urban Residential- Medium, (UR-M)
- **Supported Uses:** A mix of housing styles, including single-family, townhouses, and limited multi-family development.
- This request is compatible the *Tall City Tomorrow Comprehensive Plan*



MIDLAND
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RELATED ITEMS

- In addition to this Zone Change request, the applicant is currently in the process of replatting the property.

STAFF'S RECOMMENDATION

- No objections have been received.
- This Zone Change request was approved by the Planning & Zoning Commission meeting on March 16, 2026.
- Staff recommends approval of this Zone Change request from MF-22, Multiple-Family Dwelling District to 2F, Two-Family Dwelling District.

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: March 24, 2026
To: City Council
From: Lori Elliott, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 4, SOUTH PARK ADDITION, AND TRACT 3, PRIMITIVE BAPTIST CHURCH TRACT, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST DAKOTA AVENUE AND SOUTH ATLANTA 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:
The applicant, Jorge Chavez, is requesting a Zone Change from SF-2, Single-Family Dwelling District to SF-3, Single-Family Dwelling District to meet minimum lot size requirements for two lots with single family homes at the property generally located at the southwest corner of the intersection of East Dakota Avenue and South Atlanta Street.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Discussion:

Current Zoning:

SF-2, Single-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north are zoned as RR, Regional Retail District and SF-3, Single Family Dwelling District and consist of a commercial shop and single family homes. The properties to the south and west are zoned SF-2, Single-Family Dwelling District, and are single family residences. To the east is zoned C, Commercial District, and consists of a commercial yard.

Analysis:

The subject property is generally located at the southwest corner of East Dakota Avenue and South Atlanta Street. The property is currently zoned SF-2, Single-Family Dwelling District. The applicant is seeking this zone change to allow for two lots that will conform to the zoning, in order to construct single family homes. This property is immediately adjacent to multiple other lots of a similar, or smaller, size and would thus blend with the surrounding neighborhood.

The Tall City Tomorrow Comprehensive Plan, Chapter 3, designates this area as SPA, Special Study Area. There are no established policies for this designation.

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.]

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, planning/zoning requirements, established setbacks, Health department regulations, 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)

No objection to zone change. [For the Applicant's information only.]

Planning:

Therefore, staff recommends approval of this Zone Change from SF-3, Single-Family Dwelling District to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of March 13, 2026, Staff has not received any letters of objection.

Attachments:

Application
Site Plan
Maps

Attachments:

A. ORDINANCE - Z-26-0469.SF-2 to SF-3 Ord
B. Z-26-0469, South Park Addition, Combined
C. CC - - South Park Addition, Zone Change (SF-2 to SF-3)

Lori Elliott, Development Services	Created/Initiated - 3/4/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/16/2026
Morris Williams, City Manager	Approved - 3/16/2026
Jan Hamilton, City Secretary	Final Approval - 3/17/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 4, SOUTH PARK ADDITION, AND TRACT 3, PRIMITIVE BAPTIST CHURCH TRACT, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST DAKOTA AVENUE AND SOUTH ATLANTA 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 1, Block 4, South Park Addition, and Tract 3, Primitive Baptist Church Tract, 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., 2026; 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

EAST DAKOTA AVE
(82 FOOT RIGHT-OF-WAY)

GRID N:10691051.12
GRID E:1760094.99
N31.9882
W102.0636

N89°24'47"E 140.00'

N89°24'47"E 29.87'

GRID N:10691052.57
GRID E:1760234.98
N31.9882
W102.0632

TRACT 3
0.04 ACRES

4
LOT 1
0.386 ACRES

N14°26'28"W 104.67'

S0°28'03"E 100.45'

S0°35'13"E 120.00'

S75°05'47"W 4.75'

20' ALLEY

N0°35'13"W 120.00'

OHE

OHE

S89°24'47"W 140.00'

GRID N:10690931.13
GRID E:1760096.22
N31.9879
W102.0636

R44522
LOT 2
MIDLAND LOTS LLC

GRID N:10690932.56
GRID E:1760236.21
N31.9879
W102.0632

ATLANTA
(60 FOOT RIGHT-OF-WAY)

LEGEND:

- MONUMENT AS DESCRIBED
- PROPERTY LINE
- FENCE LINE
- GAS METER
- FIRE HYDRANT
- OVERHEAD ELECTRIC
- UTILITY POLE
- ADJOINING PROPERTIES
- WATER VALVE

MAGRYM
TX FIRM# 10149500

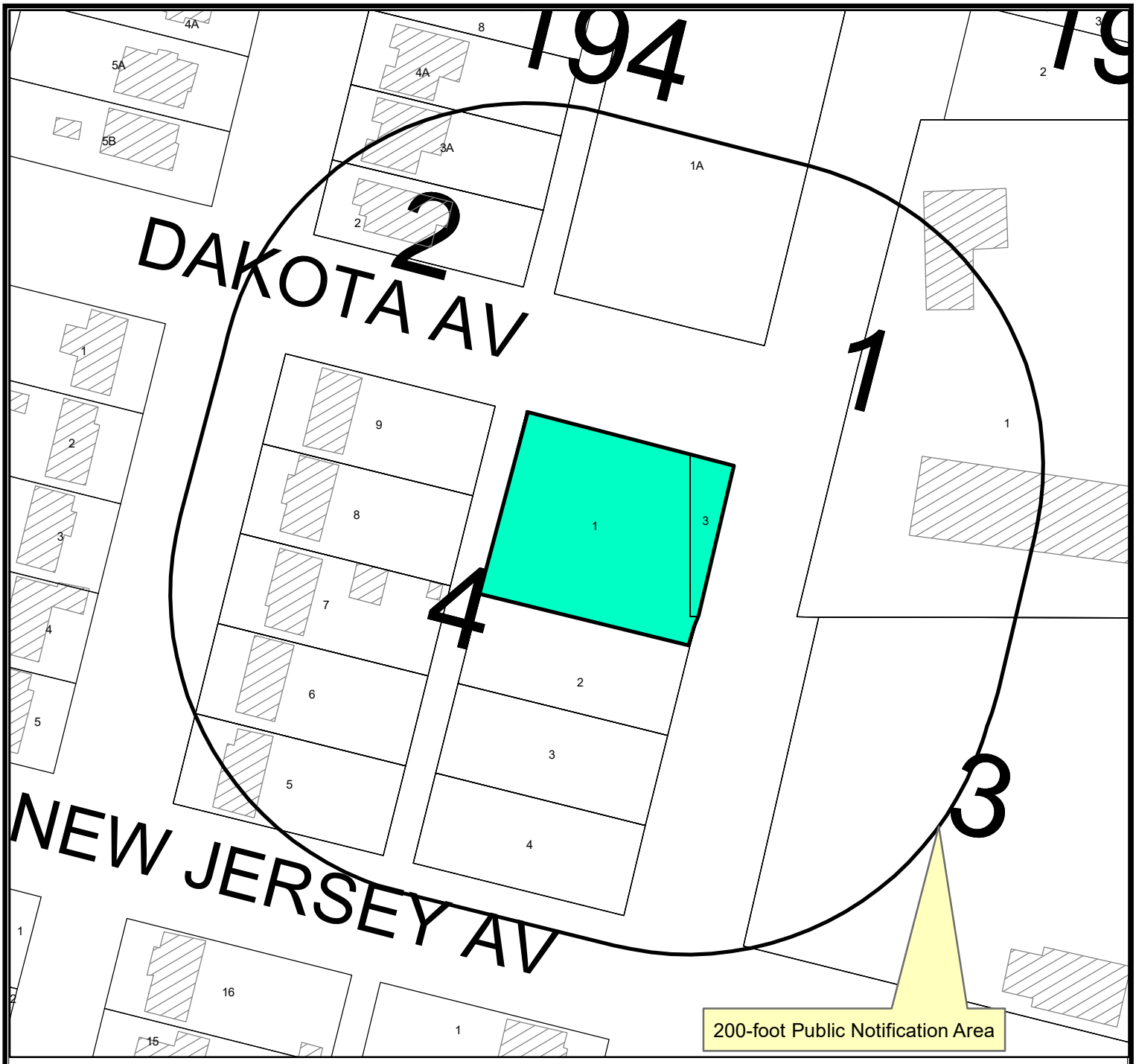
Magrym Consulting, Inc.
800 N. Marienfeld St. Ste 100
Midland, TX 79701
(432) 684-5548
www.magrym.com

EXHIBIT

BEING ALL OF LOT 4, BLOCK 4 SOUTH PARK ADDITION AS PER PLAT RECORDED IN, CABINET C, PAGE 117, PLAT RECORDS, MIDLAND COUNTY, TEXAS, AND TRACT 3 PRIMITIVE BAPTIST ADDITION, AN ADDITION TO THE CITY OF MIDLAND AS PER PLAT RECORDED IN, CABINET B, PAGE 116, PLAT RECORDS, MIDLAND COUNTY, TEXAS

JOB NO: 25-496
PROJECT: 496
SCALE: 1:20_XREF

REVISIONS



Location Map

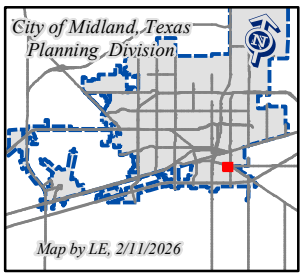
Z-26-0469 **Scale: 1" = 600'**

Consider a request by Magrym Consulting, on behalf of Jorge Chavez, for a Zone Change from SF-2, Single-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 1, Block 4, South Park Addition, and all of Tract 3, Primitive Baptist Church Tract, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of East Dakota Avenue and South Atlanta Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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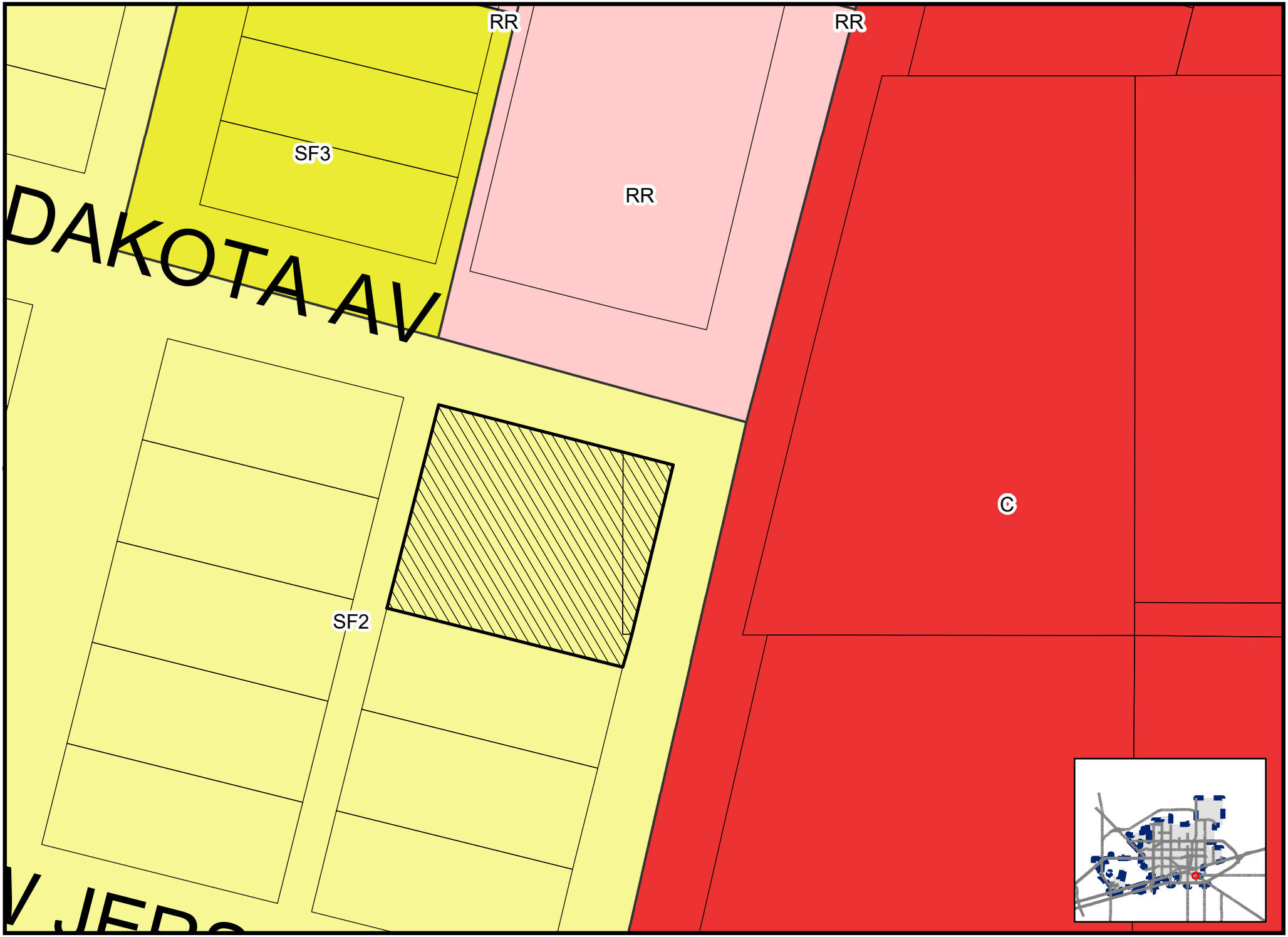
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by LE, 2/11/2026

Z-26-0469

Scale: 1" = 500'

ZONING MAP

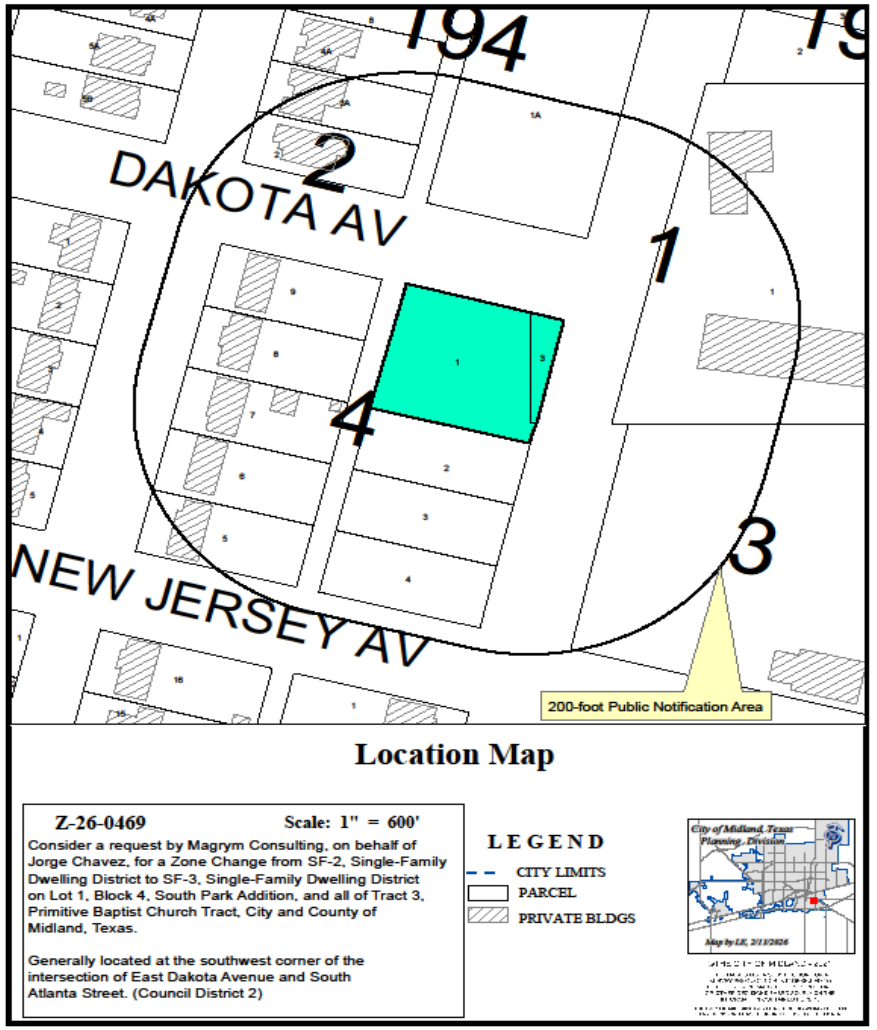
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY USERS OF THIS MAP

DAKOTA AV
NEW JERSEY
2
1
4
3

MIDLAND
Be the Energy!
ZONE CHANGE
SOUTH PARK ADDITION
Visit Our Website
MIDLANDTEXAS.GOV

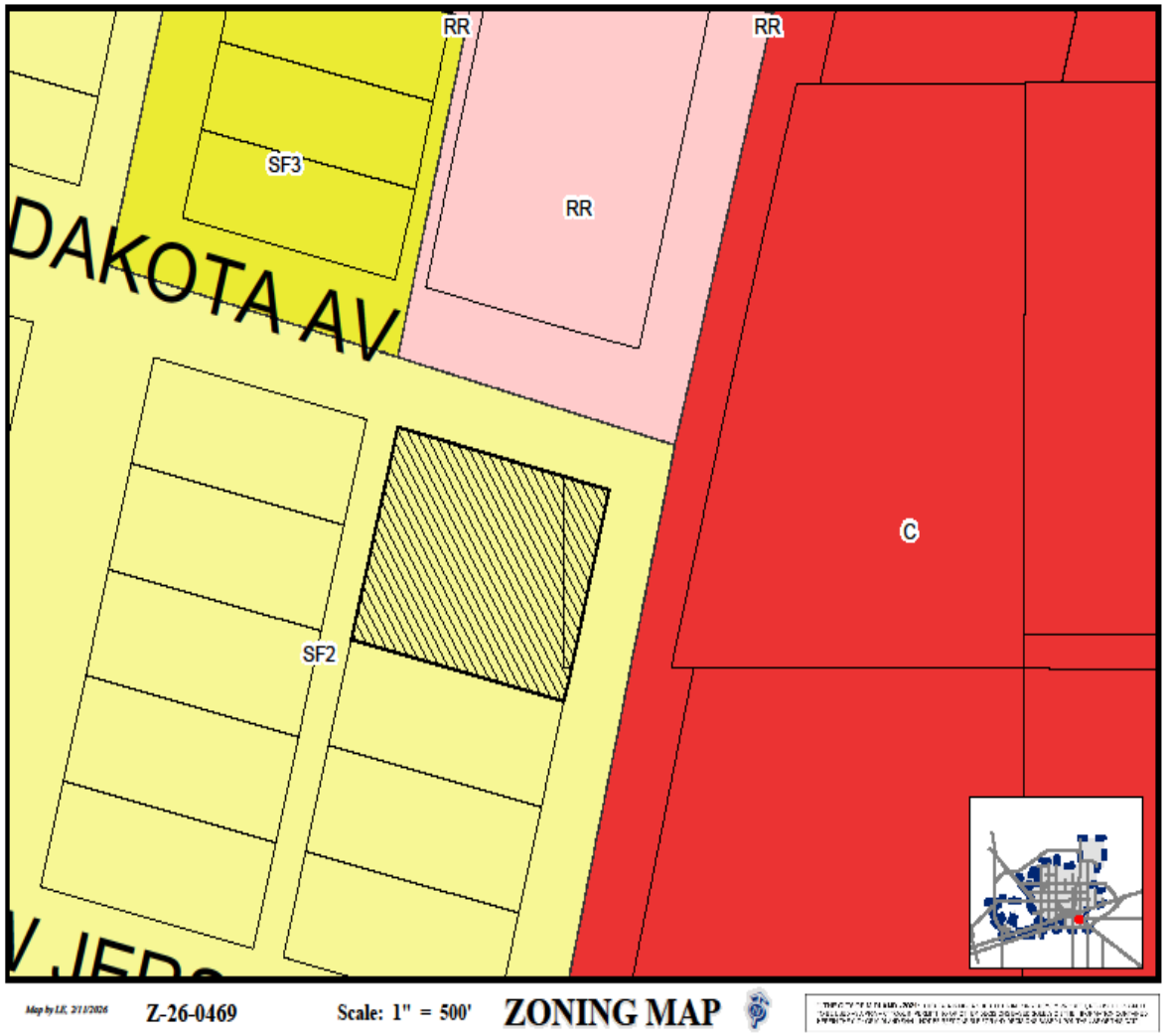
APPLICATION SUMMARY

- **Property Owner:** Jorge Chavez
- **Representative:** Eduardo Aleman, with Magrym Consulting
- **Location:** Generally located at the southwest corner of the intersection of East Dakota Avenue and South Atlanta Street(Council District 2)
- **Reason for Request:** to meet minimum lot size requirements for two lots with single family homes



ZONING

- **Current Zoning:** SF-2, Single-Family Dwelling District
- **Surrounding Zoning:**
  - **North:** RR, Regional Retail District and SF-3, Single-Family Dwelling District
  - **South/West:** SF-2, Single- Family Dwelling District
  - **East:** C, Commercial District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



MIDLAND
Be the Energy!

LAND USE

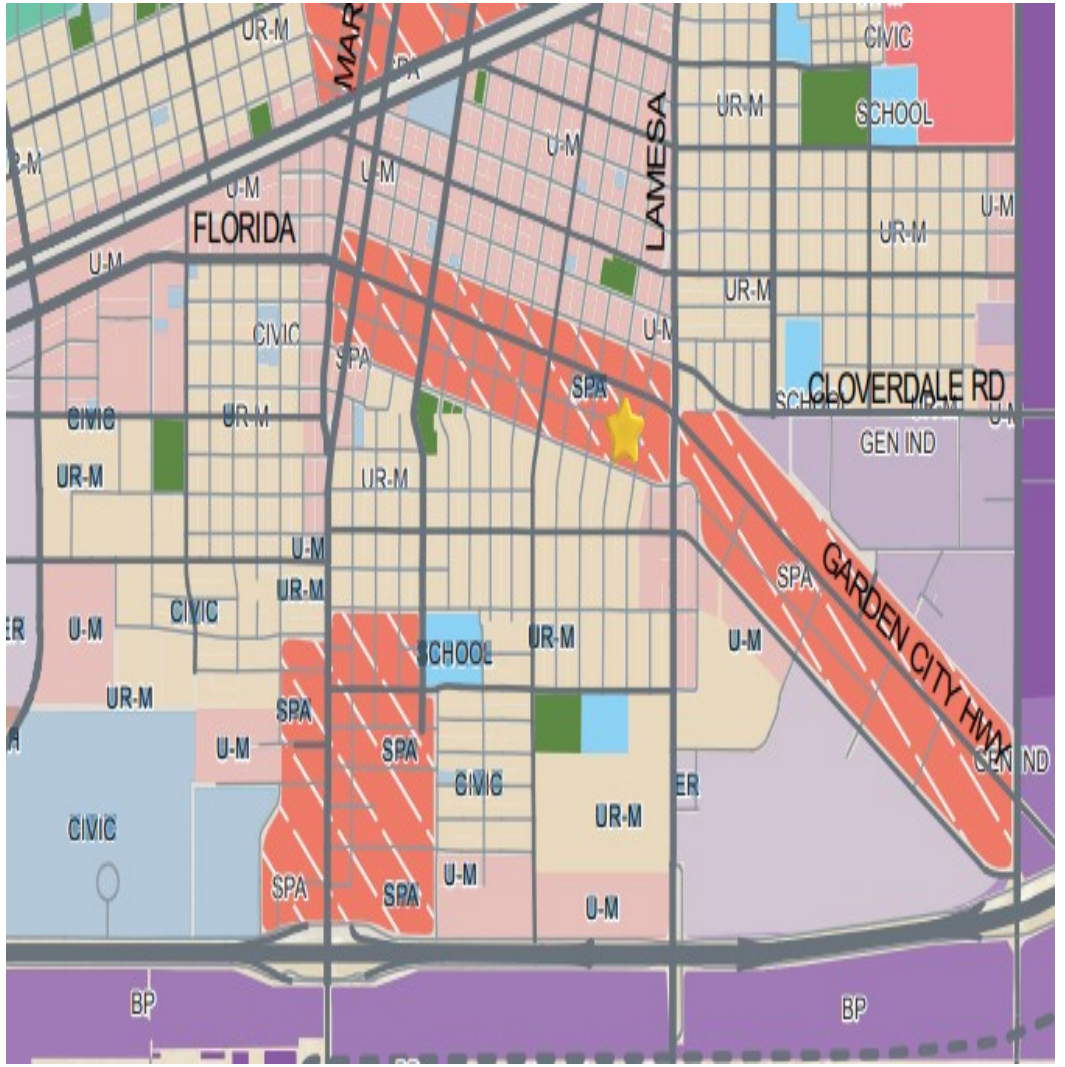
- **Current Use:** Vacant land
- **Surrounding Uses:**
  - **North:** Commercial shop and single family homes
  - **South/West:** Single family homes
  - **East:** Commercial yard
- **Proposed Use:** Single family homes

MIDLAND
Be the Energy!

On South Atlanta Street, Looking West

COMPREHENSIVE PLAN

- **Land Use Designation:** SPA, Special Study Area
- There are no established policies for this area.



RELATED ITEMS

- In addition to this Zone Change request, the applicant is currently in the process of replatting the property to reconfigure the two lots.

STAFF'S RECOMMENDATION

- No objections have been received.
- This Zone Change request was approved by the Planning & Zoning Commission meeting on March 16, 2026.
- Staff recommends approval of this Zone Change request from SF-2, Single-Family Dwelling District to SF-3, Single-Family Dwelling District.

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: March 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 16.29-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND RR, REGIONAL RETAIL DISTRICT, IN PART, TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 1,365 FEET NORTH OF EAST WADLEY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:

Parkhill, on behalf of Lone Star Sanctuary for Animals, LLC, and Jack and Dolores McCall Foundation, is requesting a zone change from SF-2, Single-Family Dwelling District, in part, SF-3, Single-Family Dwelling District, in part, and RR, Regional Retail District, in part, to C, Commercial District for future retail and commercial development for a property located on the east side of North Fairgrounds Road.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

SF-2, Single-Family Dwelling District, in part, SF-3, Single-Family Dwelling District, in part, and RR, Regional Retail District, in part

Surrounding Zoning and Land Use:

The properties to the north are zoned SF-3, Single-Family Dwelling District, and RR, Regional Retail District, and is vacant land. The properties to the south, east, and west, are zoned SF-2, Single-Family Dwelling District, and consist of vacant land.

Analysis:

The subject property is located on the east side of North Fairgrounds Road and is presently zoned SF-2, Single-Family Dwelling District, in part, SF-3, Single-Family Dwelling District, in part, and RR, Regional Retail District, in part. Parkhill, on behalf of Lone Star Sanctuary for Animals, LLC, and Jack and Dolores McCall Foundation, is requesting a zone change to C, Commercial District for future retail and commercial development. The proposed retail and commercial use for this property is not presently allowed due to the portion of the property that is zoned SF-2 and SF-3. Changing this property's zoning to C, Commercial District, would permit the proposed retail and commercial use, while also establishing one consistent zoning for this property.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Employment Reserve, (ER). This designation calls for major office centers supported by a wide variety of commercial 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 objections or comments.

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, planning/zoning requirements, established setbacks, Health department regulations, 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)

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.]

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 SF-2, Single-Family Dwelling District, in part, SF-3, Single-Family Dwelling District, in part, and RR, Regional Retail District, in part, to C, Commercial District.

Letters of Objection:

Staff has not received any letters of objection as of March 20, 2026.

Attachments:

A. ORDINANCE WITH EXHIBIT - Z-26-0471A.SF-2, SF-3, & RR to C Ord w Exh
B. Z-26-0471, Commercial Combined Documents
C. CC - - Ruckus Addition Commercial ZC

Britton Murry, Development Services	Created/Initiated - 3/9/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/16/2026
Morris Williams, City Manager	Approved - 3/16/2026
Jan Hamilton, City Secretary	Final Approval - 3/17/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 16.29-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND RR, REGIONAL RETAIL DISTRICT, IN PART, TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 1,365 FEET NORTH OF EAST WADLEY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 16.29-acre tract of land out of Section 30, Block 38, T-1-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 C, Commercial 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, in part, SF-3, Single-Family Dwelling District, in part, and RR, Regional Retail District, in part, to C, Commercial 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., 2026; 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 16.29-ACRE RE-ZONING TRACT IN SECTION 30, BLOCK 38, T-1-S T.&P. RR. CO. SURVEY, ABSTRACT NO. 679 IN THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

A 16.29-acre re-zoning tract in Section 30, Block 38, T-1-S, T.&P. RR. Co. Survey, Abstract No. 679 in Midland County, Texas and being a portion of Lot 1, Block 1, Ruckus Addition, an addition to the City of Midland, Midland County, Texas according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet "J", Page 132 of the Plat Records of Midland County, Texas and a portion of certain 111.38-acre tract, West Tract, conveyed to Dolores L. McCall described in a special warranty deed recorded in Volume 2771, Page 38 of the Official Public Records of Midland County, Texas; said 16.29-acre re-zoning tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on January 9, 2026:

BEGINNING at a bent 1/2-inch iron rod found in the west line of that certain 30.49-acre tract conveyed to Texas Electric Service Company in a warranty deed recorded in Volume 843, Page 474 of the Deed Records of Midland County, Texas, at the southeast corner of said Lot 1 and the northeast corner of that certain 3.082-acre tract conveyed to Power Infrastructure Partners, LLC described in a warranty deed recorded in Instrument No. 2024-10266 of said Official Public Records, for the southeast corner hereof, said beginning point having coordinates of NORTHING: 10,709,837.60 and EASTING: 1,762,854.24, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983, and from which the southwest corner of said Section 30 bears *South 14 degrees 30 minutes 49 seconds East* a distance of 1391.74 feet and *South 75 degrees 29 minutes 17 seconds West* a distance of 1383.67 feet;

(1) THENCE *South 73 degrees 56 minutes 44 seconds West*, at a distance of 719.93 feet along the south line of said Lot 1 pass a 1/2-inch iron rod with a plastic cap found at the most southerly southwest corner of said Lot 1, continuing in all for a total distance of 982.25 feet along the north line of said 3.082-acre tract and the south line of said 111.38-acre tract, for the southwest corner hereof, and from which a 1/2-inch iron rod found at the southeast corner of that certain 1.504 acre right-of-way dedication as shown on the plat of said Ruckus Addition bears *South 73 degrees 56 minutes 44 seconds West* a distance of 337.63 feet;

(2) THENCE *North 14 degrees 35 minutes 09 seconds West* a distance of 761.45 feet crossing said 111.38-acre tract to a point in the center line of that certain proposed Ann Drive, an 80-foot right-of-way to be dedication by separate instrument, for the northwest corner hereof;

(3) THENCE *North 84 degrees 35 minutes 53 seconds East* a distance of 186.66 feet along the centerline of said proposed Ann Drive to a point for a corner hereof;

(4) THENCE along a tangent curve to the left having an arc length of 78.46 feet, a radius of 500.00 feet, and a chord that bears *North 80 degrees 06 minutes 09 seconds East* a distance of 78.38 feet along the centerline of said proposed Ann Drive to a point for a corner hereof;

(5) THENCE *North 75 degrees 36 minutes 26 seconds East* a distance of 442.12 feet along the centerline of said proposed Ann Drive to a point for a corner hereof;

(6) THENCE along a tangent curve to the left having an arc length of 135.47 feet, a radius of 500.00 feet, and a chord that bears *North 67 degrees 50 minutes 43 seconds East* a distance of 135.05 feet along the centerline of said proposed Ann Drive to a point for a corner hereof;

(7) THENCE *North 60 degrees 05 minutes 01 seconds East* a distance of 149.77 feet along the centerline of said proposed Ann Drive to a point in the west line of said 30.49-acre tract and the east line of said Lot 1, for the northeast corner hereof, and from which a 1/2-inch iron rod found at the northeast corner of said Lot 1 bears *North 14 degrees 31 minutes 07 seconds West* a distance of 1264.42 feet;

(8) THENCE *South 14 degrees 31 minutes 07 seconds East* a distance of 755.97 feet along the west line of said 30.49-acre tract and the east line of said Lot 1 to the **POINT OF BEGINNING** containing 16.29 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983. Distances reported hereon are at grid. Areas reported hereon are based on calculations made from grid distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those described hereon may affect this tract.

Surveyed by

Franklin Leamons
Registered Professional Land Surveyor #6889
Date: February 18, 2026

Parkhill

A 16.29-ACRE RE-ZONING TRACT IN SECTION 30, BLOCK 38, T-1-S T.&P. RR. CO. SURVEY, ABSTRACT NO. 679 IN THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

A 16.29-acre re-zoning tract in Section 30, Block 38, T-1-S, T.&P. RR. Co. Survey, Abstract No. 679 in Midland County, Texas and being a portion of Lot 1, Block 1, Ruckus Addition, an addition to the City of Midland, Midland County, Texas according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet "J", Page 132 of the Plat Records of Midland County, Texas and a portion of certain 111.38-acre tract, West Tract, conveyed to Dolores L. McCall described in a special warranty deed recorded in Volume 2771, Page 38 of the Official Public Records of Midland County, Texas; said 16.29-acre re-zoning tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on January 9, 2026:

BEGINNING at a bent 1/2-inch iron rod found in the west line of that certain 30.49-acre tract conveyed to Texas Electric Service Company in a warranty deed recorded in Volume 843, Page 474 of the Deed Records of Midland County, Texas, at the southeast corner of said Lot 1 and the northeast corner of that certain 3.082-acre tract conveyed to Power Infrastructure Partners, LLC described in a warranty deed recorded in Instrument No. 2024-10266 of said Official Public Records, for the southeast corner hereof, said beginning point having coordinates of NORTHING: 10,709,837.60 and EASTING: 1,762,854.24, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983, and from which the southwest corner of said Section 30 bears *South 14 degrees 30 minutes 49 seconds East* a distance of 1391.74 feet and *South 75 degrees 29 minutes 17 seconds West* a distance of 1383.67 feet;

(1) THENCE *South 73 degrees 56 minutes 44 seconds West*, at a distance of 719.93 feet along the south line of said Lot 1 pass a 1/2-inch iron rod with a plastic cap found at the most southerly southwest corner of said Lot 1, continuing in all for a total distance of 982.25 feet along the north line of said 3.082-acre tract and the south line of said 111.38-acre tract, for the southwest corner hereof, and from which a 1/2-inch iron rod found at the southeast corner of that certain 1.504 acre right-of-way dedication as shown on the plat of said Ruckus Addition bears *South 73 degrees 56 minutes 44 seconds West* a distance of 337.63 feet;

(2) THENCE *North 14 degrees 35 minutes 09 seconds West* a distance of 761.45 feet crossing said 111.38-acre tract to a point in the center line of that certain proposed Ann Drive, an 80-foot right-of-way to be dedication by separate instrument, for the northwest corner hereof;

(3) THENCE *North 84 degrees 35 minutes 53 seconds East* a distance of 186.66 feet along the centerline of said proposed Ann Drive to a point for a corner hereof;

(4) THENCE along a tangent curve to the left having an arc length of 78.46 feet, a radius of 500.00 feet, and a chord that bears *North 80 degrees 06 minutes 09 seconds East* a distance of 78.38 feet along the centerline of said proposed Ann Drive to a point for a corner hereof;

(5) THENCE *North 75 degrees 36 minutes 26 seconds East* a distance of 442.12 feet along the centerline of said proposed Ann Drive to a point for a corner hereof;

(6) THENCE along a tangent curve to the left having an arc length of 135.47 feet, a radius of 500.00 feet, and a chord that bears *North 67 degrees 50 minutes 43 seconds East* a distance of 135.05 feet along the centerline of said proposed Ann Drive to a point for a corner hereof;

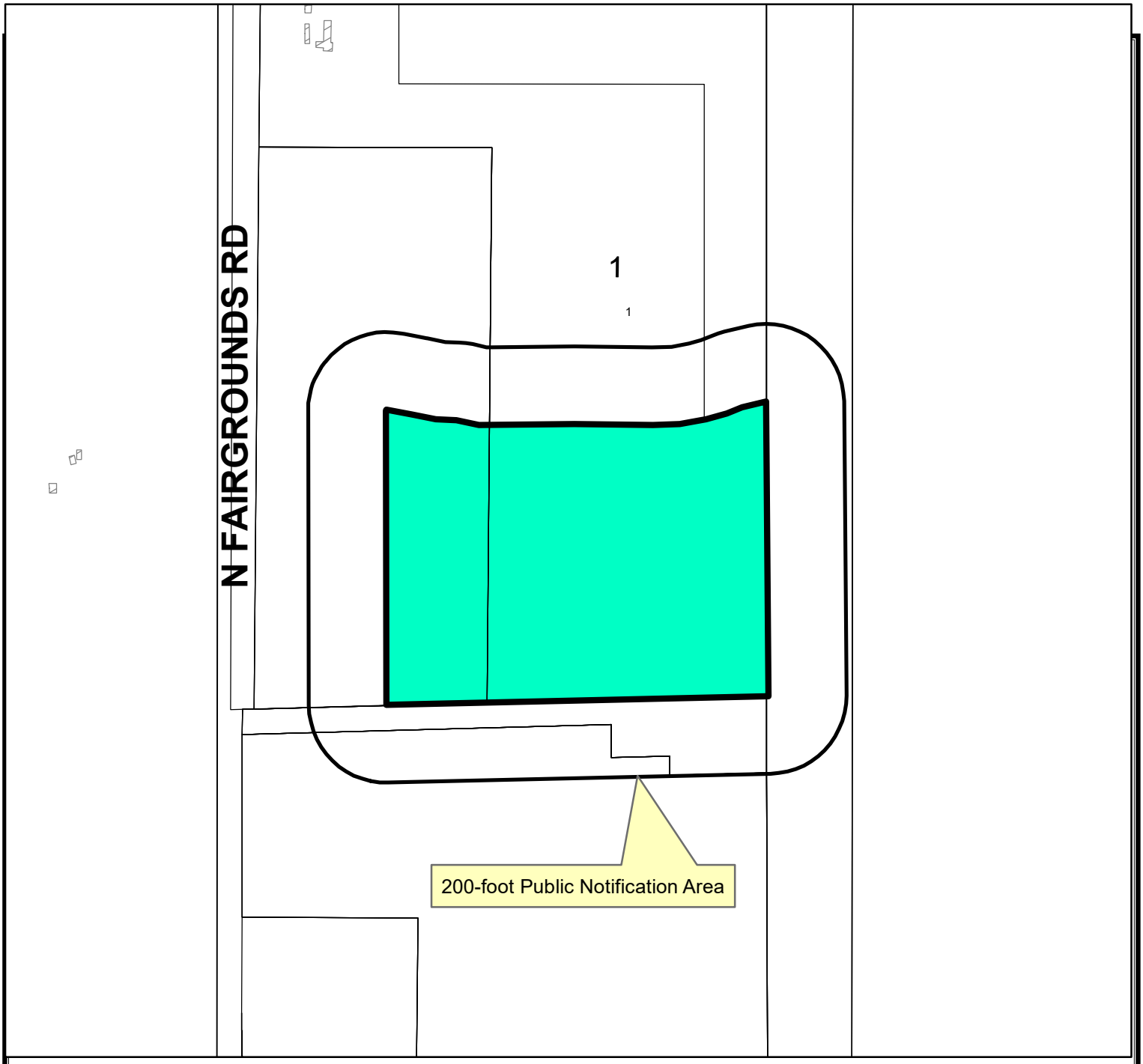
(7) THENCE *North 60 degrees 05 minutes 01 seconds East* a distance of 149.77 feet along the centerline of said proposed Ann Drive to a point in the west line of said 30.49-acre tract and the east line of said Lot 1, for the northeast corner hereof, and from which a 1/2-inch iron rod found at the northeast corner of said Lot 1 bears *North 14 degrees 31 minutes 07 seconds West* a distance of 1264.42 feet;

(8) THENCE *South 14 degrees 31 minutes 07 seconds East* a distance of 755.97 feet along the west line of said 30.49-acre tract and the east line of said Lot 1 to the **POINT OF BEGINNING** containing 16.29 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983. Distances reported hereon are at grid. Areas reported hereon are based on calculations made from grid distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those described hereon may affect this tract.

Surveyed by

Franklin Leamons
Registered Professional Land Surveyor #6889
Date: February 18, 2026



Location Map

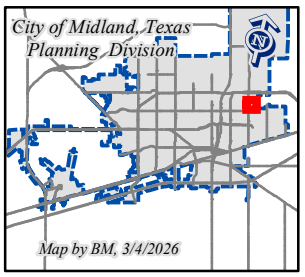
Z-26-0471 **Scale: 1" = 370'**

Consider a request by Parkhill, on behalf of Lone Star Sanctuary for Animals, LLC, and Jack and Dolores McCall Foundation, for a Zone Change from SF-2, Single-Family Dwelling District, in part, SF-3, Single-Family Dwelling District, in part, and RR, Regional Retail District, in part, to C, Commercial District on a 16.29-acre tract of land out of Section 30, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located on the east side of North Fairgrounds Road, approximately 1,365 feet north of East Wadley Avenue. (Council District 2)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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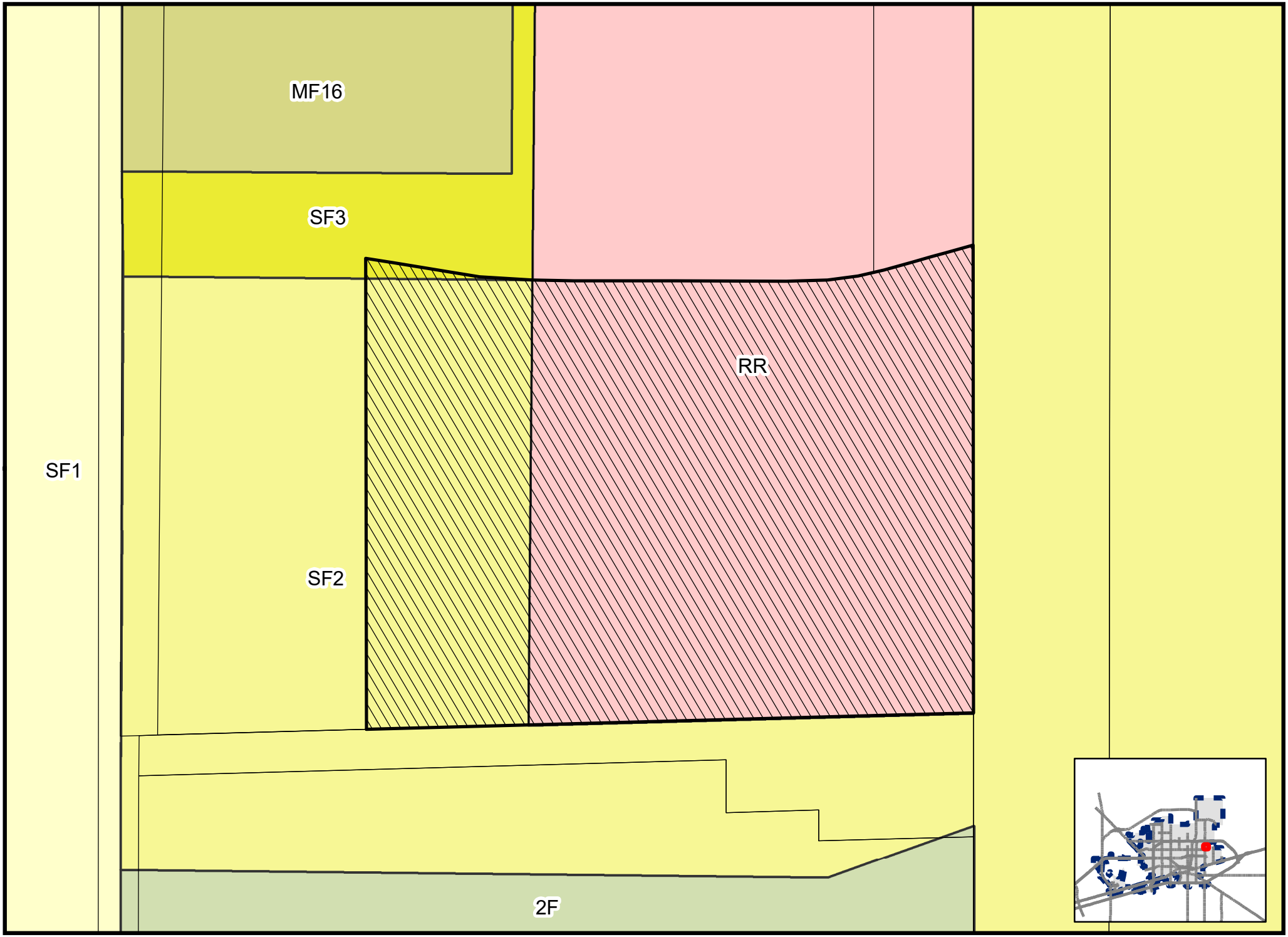
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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



Map by BM, 3/4/2026

Z-26-0471

Scale: 1" = 194'

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 BY THE USER OF THIS MAP.

1

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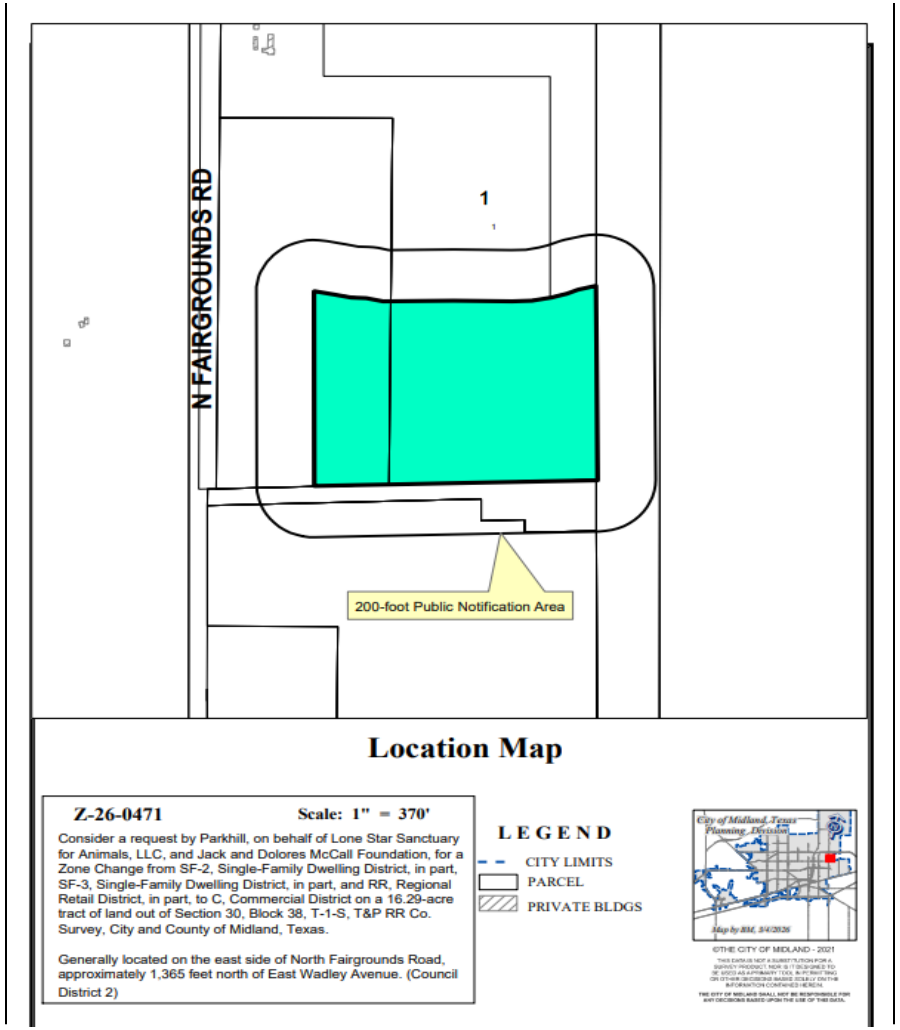
ZONE CHANGE
RUCKUS ADDITION (COMMERCIAL PORTION)
Visit Our Website
MIDLANDTEXAS.GOV

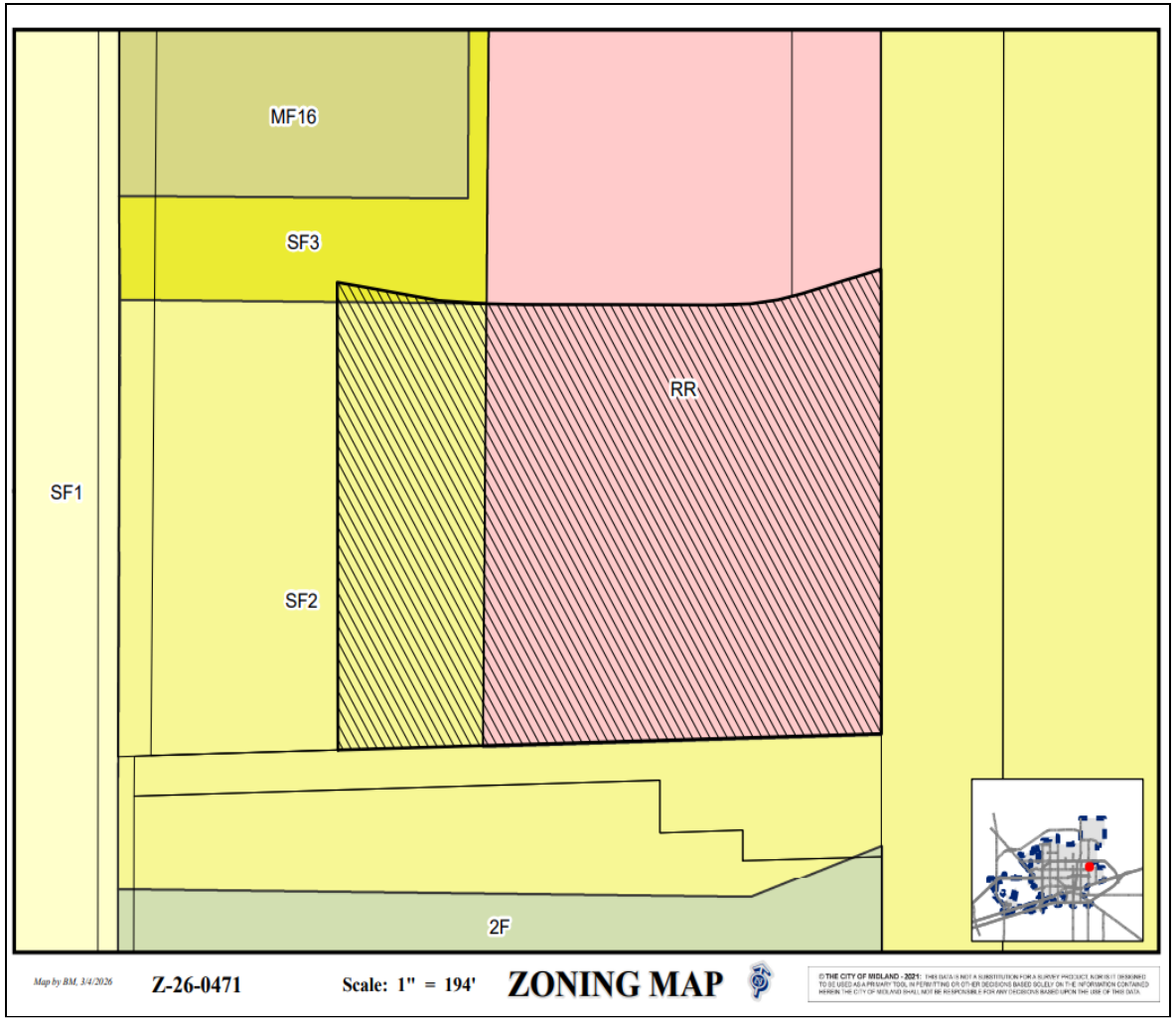
APPLICATION SUMMARY

- **Property Owner:** Lone Star Sanctuary for Animals, LLC, and Jack and Dolores McCall Foundation
- **Applicant/Representative:** Josh Wallender, with Parkhill
- **Location:** Generally located on the east side of North Fairgrounds Road, approximately 1,365 feet north of East Wadley Avenue. (Council District 2)
- **Reason for Request:** For future retail and commercial development



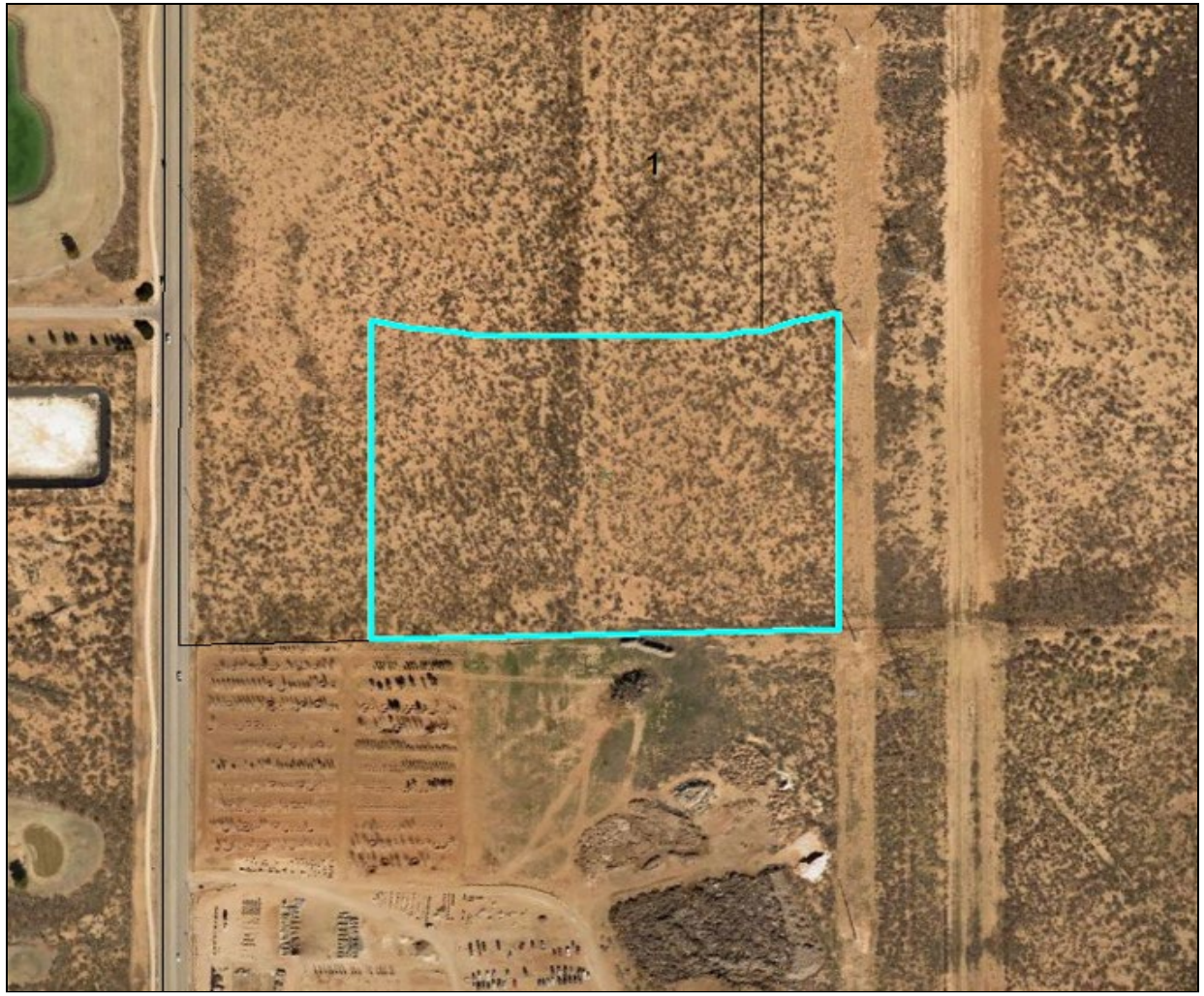
ZONING

- **Current Zoning:** SF-2, Single-Family Dwelling District, in part, SF-3, Single-Family Dwelling District, in part, and RR, Regional Retail District, in part
- **Surrounding Zoning:**
  - **North:** SF-3, Single-Family Dwelling District, and RR, Regional Retail District
  - **South/East/West:** SF-2, Single-Family Dwelling District
- **Proposed Zoning:** C, Commercial District



LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/South/East/West:** Vacant Land
- **Proposed Use:** Retail and Commercial Use



MIDLAND
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On North Fairgrounds Road, Looking East

5

MIDLAND
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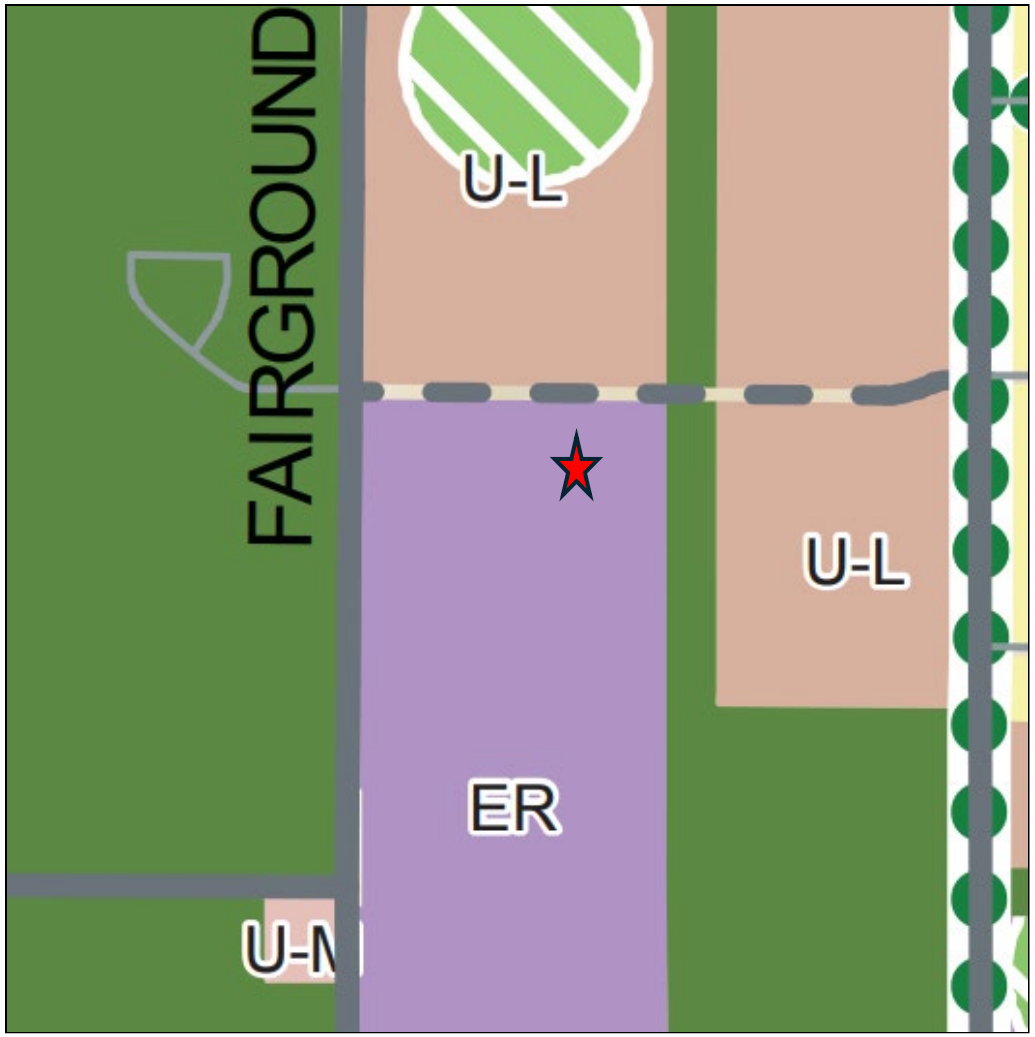
COMPREHENSIVE PLAN

- **Land Use Designation:** Employment Reserve, (ER)
- **Supported Uses:** Supporting uses include major office centers supported by a variety of commercial use.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



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RELATED ITEMS

- In addition to the zone change request, this property is also in the process of being platted.
- The preliminary plat was approved by the Planning and Zoning Commission on March 2, 2026.
- The preliminary plat is scheduled for the March 24, 2026, City Council Meeting.

STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission recommended approval of this request on March 16, 2026.
- 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: 35.
Meeting Date: March 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 61.85-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER, IN PART, PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART, MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, RR, REGIONAL RETAIL DISTRICT, IN PART, SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS ROAD AND EAST LOOP 250 NORTH); 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 Lone Star Sanctuary for Animals, LLC, and Jack and Dolores McCall Foundation, is requesting a zone change from PD, Planned Development District for a Office Center, in part, PD, Planned Development District for a Shopping Center, in part, MF-16, Multiple-Family Dwelling District, in part, RR, Regional Retail District, in part, SF-2, Single-Family Dwelling District, in part, and SF-3, Single-Family Dwelling District, in part, to RR, Regional Retail District for future retail and commercial development for property located on the east side of North Fairgrounds Road.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

PD, Planned Development District for an Office Center, in part, PD, Planned Development District for a Shopping Center, in part, MF-16, Multiple-Family Dwelling District, in part, RR, Regional Retail District, in part, SF-2, Single-Family Dwelling District, in part, and SF-3, Single-Family Dwelling District, in part

Surrounding Zoning and Land Use:

The properties to the north are zoned AE, Agricultural Estate District, and is vacant land. The properties to the south are zoned RR, Regional Retail District, and SF-2, Single-Family Dwelling District, and is vacant land. The property to the west is zoned SF-1, Single-Family Dwelling District, and is a golf course. The properties to the east are zoned RR, Regional Retail District, MF-16, Multiple-Family Dwelling District, and PD, Planned Development District for a Housing Development, and is vacant land.

Analysis:

The subject property is located on the east side of North Fairgrounds Road and is presently zoned PD, Planned Development District for an Office Center, in part, PD, Planned Development District for a Shopping Center, in part, MF-16, Multiple-Family Dwelling District, in part, RR, Regional Retail District, in part, SF-2, Single-Family Dwelling District, in part, and SF-3, Single-Family Dwelling District, in part. Parkhill, on behalf of Lone Star Sanctuary for Animals, LLC, and Jack and Dolores McCall Foundation, is requesting a zone change to RR, Regional Retail District for future retail and commercial development. The proposed retail and commercial use for this property is not presently allowed due to the multiple zonings that this property is made up of. Changing this property's zoning to RR, Regional Retail District, would permit the proposed retail and commercial use, while also establishing one consistent zoning for this property.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban-Medium, (U-M) and Urban-Low, (U-L). These designations call for a mix of complementary uses, including single-family housing, multi-family housing, schools, mid-sized parks and churches, commercial and mixed-use.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections or comments.

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, planning/zoning requirements, established setbacks, Health department regulations, 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)

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.]

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 an Office Center, in part, PD, Planned Development District for a Shopping Center, in part, MF-16, Multiple-Family Dwelling District, in part, RR, Regional Retail District, in part, SF-2, Single-Family Dwelling District, in part, and SF-3, Single-Family Dwelling District, in part, to RR, Regional Retail District.

Letters of Objection:

Staff has not received any letters of objection as of March 20, 2026.

Attachments:

A. ORDINANCE WITH EXHIBIT - Z-26-0471B.PDOC, PDSC, MF-16, RR, SF-2, & SF-3 to RR Ord w Exh
B. Z-26-0471, Regional Retail Combined Documents
C. CC - - Ruckus Addiiton Regional Retail ZC

Britton Murry, Development Services	Created/Initiated - 3/9/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/16/2026
Morris Williams, City Manager	Approved - 3/16/2026
Jan Hamilton, City Secretary	Final Approval - 3/17/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 61.85-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER, IN PART, PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART, MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, RR, REGIONAL RETAIL DISTRICT, IN PART, SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS ROAD AND EAST LOOP 250 NORTH); 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 61.85-acre tract of land out of Section 30, Block 38, T-1-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 RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for an Office Center, in part, PD, Planned Development District for a Shopping Center, in part, MF-16, Multiple-Family Dwelling District, in part, RR, Regional Retail District, in part,

SF-2, Single-Family Dwelling District, in part, and SF-3, Single-Family Dwelling District, in part, to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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 61.85-ACRE RE-ZONING TRACT IN SECTION 30, BLOCK 38, T-1-S T.&P. RR. CO. SURVEY, ABSTRACT NO. 679 AND SECTION 19, BLOCK 38, T-1-S T.&P. RR. CO. SURVEY, ABSTRACT NO. 20 IN THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

A 61.85-acre re-zoning tract in Section 30, Block 38, T-1-S, T.&P. RR. Co. Survey, Abstract No. 679 and Section 19, Block 38, T-1-S, T.&P. RR. Co. Survey, Abstract No. 20 in Midland County, Texas and being a portion of certain 111.38-acre tract, West Tract, conveyed to Dolores L. McCall described in a special warranty deed recorded in Volume 2771, Page 38 of the Official Public Records of Midland County, Texas and a portion of Lot 1, Block 1, Ruckus Addition, an addition to the City of Midland, Midland County, Texas according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet "J", Page 132 of the Plat Records of Midland County, Texas; said 61.85-acre re-zoning tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on January 9, 2026:

BEGINNING at a point in the west line of said Section 30, at or near the centerline of North Fairgrounds Road, for the southwest corner hereof, said beginning point having coordinates of NORTHING: 10,709,455.97 and EASTING: 1,761,528.12, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983, and from which the southwest corner of said Section 30 bears *South 14 degrees 20 minutes 06 seconds East* a distance of 1354.60 feet;

(1) THENCE *North 14 degrees 20 minutes 06 seconds West* a distance of 2060.80 feet along the west line of said Section 30 to a point for a corner hereof;

(2) THENCE *North 75 degrees 37 minutes 25 seconds East*, at a distance of 38.67 feet pass a 1/2-inch iron rod found at the northwest corner of that certain 1.504 acre right-of-way dedication as shown on the plat of said Ruckus Addition, at a distance of 72.34 feet pass a 1/2-inch iron rod with a plastic cap marked "HALFF" found at the northeast corner of said 1.504-acre dedication and the northwest corner of said Lot 1, Ruckus Addition, continuing in all for a total distance of 306.74 feet along the north line of said Lot 1, Ruckus Addition and the south line of Lot 1, Block 1, Ruckus Addition, Section 2, an addition to the City of Midland, Midland County, Texas according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet "M", Page 121 of said Plat Records to a 1/2-inch iron rod with a plastic cap marked "HALFF" found at the southeast corner of said Lot 1, Ruckus Addition, Section 2 and a corner of said 111.38-acre tract, for a corner hereof;

(3) THENCE *North 14 degrees 22 minutes 25 seconds West* a distance of 362.95 feet along the east line of said Lot 1, Ruckus Addition, Section 2 and the west line of said 111.38-acre tract to a 1-inch iron pipe found at the northeast corner of said Lot 1, Ruckus Addition, Section 2 and a corner of said 111.38-acre tract, for a corner hereof;

(4) THENCE *South 75 degrees 36 minutes 46 seconds West*, at a distance of 232.01 feet along the north line of said Lot 1, Ruckus Addition, Section 2 and the south line of said 111.38-acre tract pass a 1/2-inch iron rod found at a corner of said 111.38-acre tract and the southeast corner of that certain 0.44-acre right-of-way dedication as shown on the plat of said Ruckus Addition, at a distance of 270.25 feet pass a 1.25-inch iron pipe found at the southwest corner of said 0.44-acre dedication, continuing in all for a total distance of 306.50 feet to a point in the west line of said Section 30 at or near the centerline of said North Fairgrounds Road;

(5) THENCE *North 14 degrees 20 minutes 06 seconds West* a distance of 1601.19 feet along the west line of said Section 30 to a point at or near the centerline of Loop 250, for the northwest corner hereof;

(6) THENCE *North 75 degrees 36 minutes 08 seconds East* a distance of 1366.54 feet along the centerline of said Loop 250 to a point for the northeast corner hereof;

(7) THENCE *South 14 degrees 31 minutes 07 seconds East*, at 200.00 feet pass a 1/2-inch iron rod found in the south line of said Loop 250, at the northwest corner of said 30.49-acre tract, and the northeast corner of said 111.38-acre tract, continuing in all for a total distance of 455.06 feet along the west line of said 30.49-acre tract and the east line of said 111.38-acre tract to a point for a corner hereof, and from which a 1/2-inch iron rod found in the west line of said 30.49-acre tract, at the northeast corner of said Lot 1, Ruckus Addition bears *South 14 degrees 31 minutes 07 seconds East* a distance of 1509.55 feet;

(8) THENCE *South 75 degrees 28 minutes 25 seconds West* a distance of 943.31 feet crossing said 111.38-acre tract to a point for a corner hereof;

(9) THENCE *South 14 degrees 26 minutes 07 seconds East* a distance of 1955.63 feet crossing said 111.38-acre tract and said Lot 1, Ruckus Addition to a point for a corner hereof;

(10) THENCE *North 75 degrees 35 minutes 20 seconds East* a distance of 785.27 feet crossing said Lot 1, Ruckus Addition to a point for a corner hereof;

(11) THENCE *South 14 degrees 31 minutes 04 seconds East* a distance of 860.75 feet crossing said Lot 1, Ruckus Addition to a point in the centerline of that certain proposed Ann Drive, an 80-foot right-of-way to be dedication by separate instrument, for a corner hereof;

(12) THENCE along a non-tangent curve to the right having an arc length of 118.43 feet, a radius of 500.00 feet, and a chord that bears *South 68 degrees 49 minutes 17 seconds West* a distance of 118.15 feet along the centerline of said proposed Ann Drive to a point for a corner hereof;

(13) THENCE *South 75 degrees 36 minutes 26 seconds West* a distance of 442.12 feet along the centerline of said proposed Ann Drive to a point for a corner hereof;

(14) THENCE along a non-tangent curve to the right having an arc length of 78.46 feet, a radius of 500.00 feet, and a chord that bears *South 80 degrees 06 minutes 09 seconds West* a distance of 78.38 feet along the centerline of said proposed Ann Drive to a point for a corner hereof;

(15) THENCE *South 84 degrees 35 minutes 53 seconds West* a distance of 186.66 feet along the centerline of said proposed Ann Drive to a point for a corner hereof;

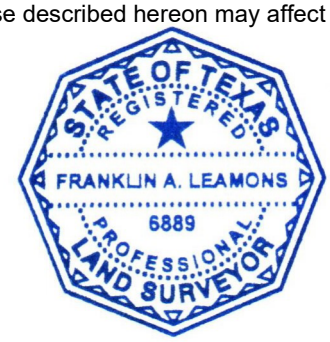
(16) THENCE *South 14 degrees 35 minutes 09 seconds East* a distance of 761.45 feet crossing said 111.38-acre tract to a point in the north line of that certain 3.082-acre tract conveyed to Power Infrastructure Partners, LLC described in a warranty deed recorded in Instrument No. 2024-10266 of said Official Public Records and the south line of said 111.38-acre tract, for the most southerly southeast corner hereof, and from which a 1/2-inch iron rod with a plastic cap found at the most southerly southwest corner of said Lot 1, Ruckus Addition bears *North 73 degrees 56 minutes 44 seconds East* a distance of 262.32 feet and a bent 1/2-inch iron rod found at the northeast corner of said 3.082-acre tract and the southeast corner of said Lot 1, Ruckus Addition bears *North 73 degrees 56 minutes 44 seconds East* a distance of 982.25 feet;

(17) THENCE *South 73 degrees 56 minutes 44 seconds West*, at a distance of 337.63 feet along the north line of said 3.082-acre tract and the south line of said 111.38-acre tract pass a 1/2-inch iron rod found at the southeast corner of said 1.504-acre right-of-way dedication, continuing in all for a total distance of 397.69 feet to the **POINT OF BEGINNING** containing 61.85 acres, more or less, and as shown on certified plat herewith.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983. Distances reported hereon are at grid. Areas reported hereon are based on calculations made from grid distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those described hereon may affect this tract.

Surveyed by

Franklin Leamons
Registered Professional Land Surveyor #6889
Date: February 18, 2026



Texas Registered Surveying Firm # 10194091

Parkhill

A 61.85-ACRE RE-ZONING TRACT IN SECTION 30, BLOCK 38, T-1-S T.&P. RR. CO. SURVEY, ABSTRACT NO. 679 AND SECTION 19, BLOCK 38, T-1-S T.&P. RR. CO. SURVEY, ABSTRACT NO. 20 IN THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

A 61.85-acre re-zoning tract in Section 30, Block 38, T-1-S, T.&P. RR. Co. Survey, Abstract No. 679 and Section 19, Block 38, T-1-S, T.&P. RR. Co. Survey, Abstract No. 20 in Midland County, Texas and being a portion of certain 111.38-acre tract, West Tract, conveyed to Dolores L. McCall described in a special warranty deed recorded in Volume 2771, Page 38 of the Official Public Records of Midland County, Texas and a portion of Lot 1, Block 1, Ruckus Addition, an addition to the City of Midland, Midland County, Texas according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet "J", Page 132 of the Plat Records of Midland County, Texas; said 61.85-acre re-zoning tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on January 9, 2026:

BEGINNING at a point in the west line of said Section 30, at or near the centerline of North Fairgrounds Road, for the southwest corner hereof, said beginning point having coordinates of NORTHING: 10,709,455.97 and EASTING: 1,761,528.12, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983, and from which the southwest corner of said Section 30 bears *South 14 degrees 20 minutes 06 seconds East* a distance of 1354.60 feet;

(1) THENCE *North 14 degrees 20 minutes 06 seconds West* a distance of 2060.80 feet along the west line of said Section 30 to a point for a corner hereof;

(2) THENCE *North 75 degrees 37 minutes 25 seconds East*, at a distance of 38.67 feet pass a 1/2-inch iron rod found at the northwest corner of that certain 1.504 acre right-of-way dedication as shown on the plat of said Ruckus Addition, at a distance of 72.34 feet pass a 1/2-inch iron rod with a plastic cap marked "HALFF" found at the northeast corner of said 1.504-acre dedication and the northwest corner of said Lot 1, Ruckus Addition, continuing in all for a total distance of 306.74 feet along the north line of said Lot 1, Ruckus Addition and the south line of Lot 1, Block 1, Ruckus Addition, Section 2, an addition to the City of Midland, Midland County, Texas according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet "M", Page 121 of said Plat Records to a 1/2-inch iron rod with a plastic cap marked "HALFF" found at the southeast corner of said Lot 1, Ruckus Addition, Section 2 and a corner of said 111.38-acre tract, for a corner hereof;

(3) THENCE *North 14 degrees 22 minutes 25 seconds West* a distance of 362.95 feet along the east line of said Lot 1, Ruckus Addition, Section 2 and the west line of said 111.38-acre tract to a 1-inch iron pipe found at the northeast corner of said Lot 1, Ruckus Addition, Section 2 and a corner of said 111.38-acre tract, for a corner hereof;

(4) THENCE *South 75 degrees 36 minutes 46 seconds West*, at a distance of 232.01 feet along the north line of said Lot 1, Ruckus Addition, Section 2 and the south line of said 111.38-acre tract pass a 1/2-inch iron rod found at a corner of said 111.38-acre tract and the southeast corner of that certain 0.44-acre right-of-way dedication as shown on the plat of said Ruckus Addition, at a distance of 270.25 feet pass a 1.25-inch iron pipe found at the southwest corner of said 0.44-acre dedication, continuing in all for a total distance of 306.50 feet to a point in the west line of said Section 30 at or near the centerline of said North Fairgrounds Road;

(5) THENCE *North 14 degrees 20 minutes 06 seconds West* a distance of 1601.19 feet along the west line of said Section 30 to a point at or near the centerline of Loop 250, for the northwest corner hereof;

(6) THENCE *North 75 degrees 36 minutes 08 seconds East* a distance of 1366.54 feet along the centerline of said Loop 250 to a point for the northeast corner hereof;

(7) THENCE *South 14 degrees 31 minutes 07 seconds East*, at 200.00 feet pass a 1/2-inch iron rod found in the south line of said Loop 250, at the northwest corner of said 30.49-acre tract, and the northeast corner of said 111.38-acre tract, continuing in all for a total distance of 455.06 feet along the west line of said 30.49-acre tract and the east line of said 111.38-acre tract to a point for a corner hereof, and from which a 1/2-inch iron rod found in the west line of said 30.49-acre tract, at the northeast corner of said Lot 1, Ruckus Addition bears *South 14 degrees 31 minutes 07 seconds East* a distance of 1509.55 feet;

(8) THENCE *South 75 degrees 28 minutes 25 seconds West* a distance of 943.31 feet crossing said 111.38-acre tract to a point for a corner hereof;

(9) THENCE *South 14 degrees 26 minutes 07 seconds East* a distance of 1955.63 feet crossing said 111.38-acre tract and said Lot 1, Ruckus Addition to a point for a corner hereof;

(10) THENCE *North 75 degrees 35 minutes 20 seconds East* a distance of 785.27 feet crossing said Lot 1, Ruckus Addition to a point for a corner hereof;

(11) THENCE *South 14 degrees 31 minutes 04 seconds East* a distance of 860.75 feet crossing said Lot 1, Ruckus Addition to a point in the centerline of that certain proposed Ann Drive, an 80-foot right-of-way to be dedication by separate instrument, for a corner hereof;

(12) THENCE along a non-tangent curve to the right having an arc length of 118.43 feet, a radius of 500.00 feet, and a chord that bears *South 68 degrees 49 minutes 17 seconds West* a distance of 118.15 feet along the centerline of said proposed Ann Drive to a point for a corner hereof;

(13) THENCE *South 75 degrees 36 minutes 26 seconds West* a distance of 442.12 feet along the centerline of said proposed Ann Drive to a point for a corner hereof;

(14) THENCE along a non-tangent curve to the right having an arc length of 78.46 feet, a radius of 500.00 feet, and a chord that bears *South 80 degrees 06 minutes 09 seconds West* a distance of 78.38 feet along the centerline of said proposed Ann Drive to a point for a corner hereof;

(15) THENCE *South 84 degrees 35 minutes 53 seconds West* a distance of 186.66 feet along the centerline of said proposed Ann Drive to a point for a corner hereof;

(16) THENCE *South 14 degrees 35 minutes 09 seconds East* a distance of 761.45 feet crossing said 111.38-acre tract to a point in the north line of that certain 3.082-acre tract conveyed to Power Infrastructure Partners, LLC described in a warranty deed recorded in Instrument No. 2024-10266 of said Official Public Records and the south line of said 111.38-acre tract, for the most southerly southeast corner hereof, and from which a 1/2-inch iron rod with a plastic cap found at the most southerly southwest corner of said Lot 1, Ruckus Addition bears *North 73 degrees 56 minutes 44 seconds East* a distance of 262.32 feet and a bent 1/2-inch iron rod found at the northeast corner of said 3.082-acre tract and the southeast corner of said Lot 1, Ruckus Addition bears *North 73 degrees 56 minutes 44 seconds East* a distance of 982.25 feet;

(17) THENCE *South 73 degrees 56 minutes 44 seconds West*, at a distance of 337.63 feet along the north line of said 3.082-acre tract and the south line of said 111.38-acre tract pass a 1/2-inch iron rod found at the southeast corner of said 1.504-acre right-of-way dedication, continuing in all for a total distance of 397.69 feet to the **POINT OF BEGINNING** containing 61.85 acres, more or less, and as shown on certified plat herewith.

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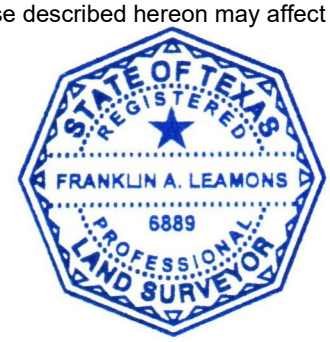
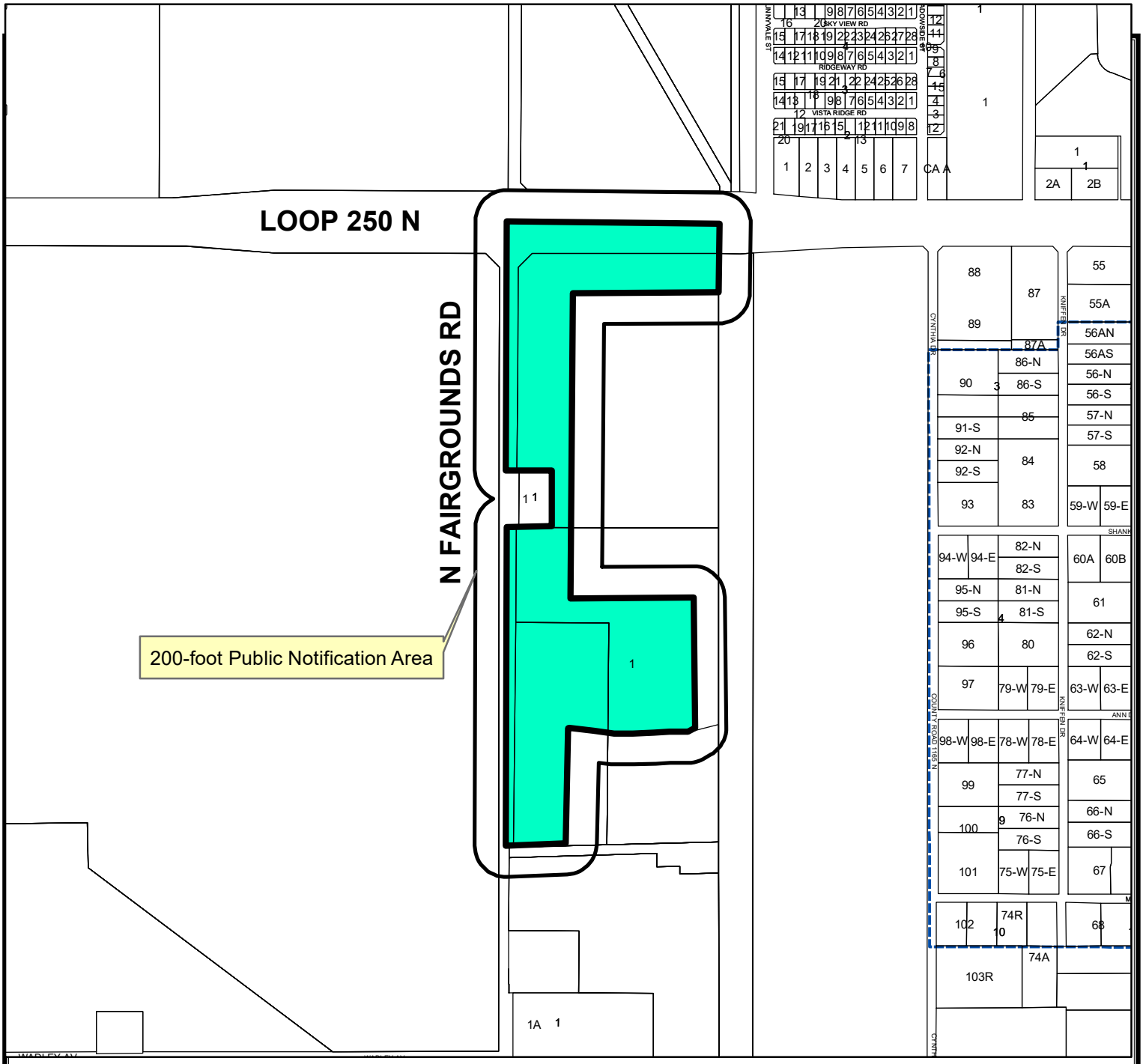
Surveyed by

Franklin Leamons
Registered Professional Land Surveyor #6889
Date: February 18, 2026





Location Map

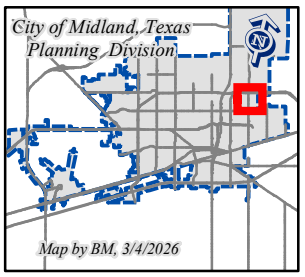
Z-26-0471 **Scale: 1" = 925'**

Consider a request by Parkhill, on behalf of Lone Star Sanctuary for Animals, LLC, and Jack and Dolores McCall Foundation, for a Zone Change from PD, Planned Development District for a Office Center, in part, PD, Planned Development District for a Shopping Center, in part, MF-16, Multiple-Family Dwelling District, in part, RR, Regional Retail District, in part, SF-2, Single-Family Dwelling District, in part, and SF-3, Single-Family Dwelling District, in part, to RR, Regional Retail District on a 61.85-acre tract of land out of Section 30, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of North Fairgrounds Road and East Loop 250 North. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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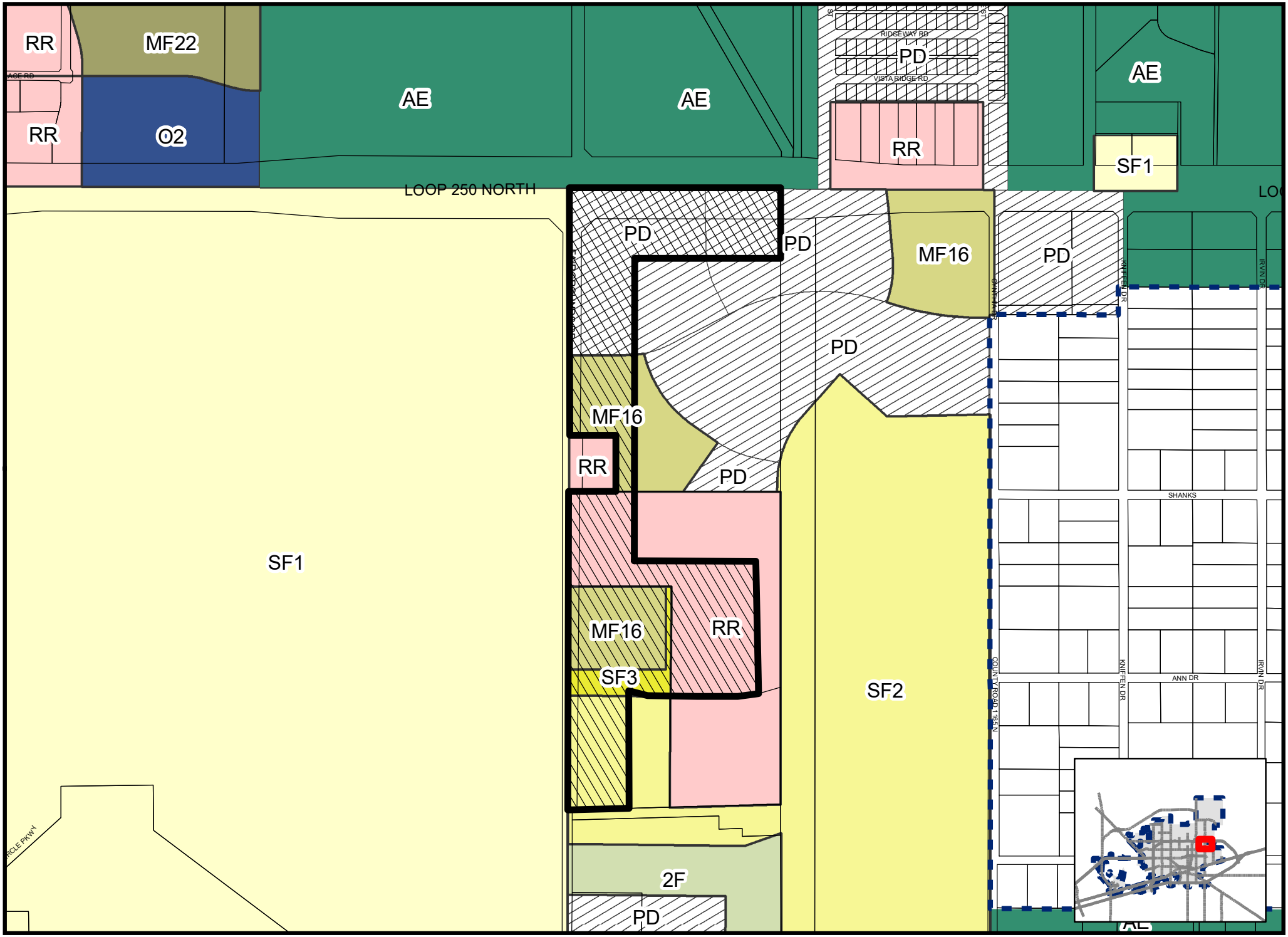
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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



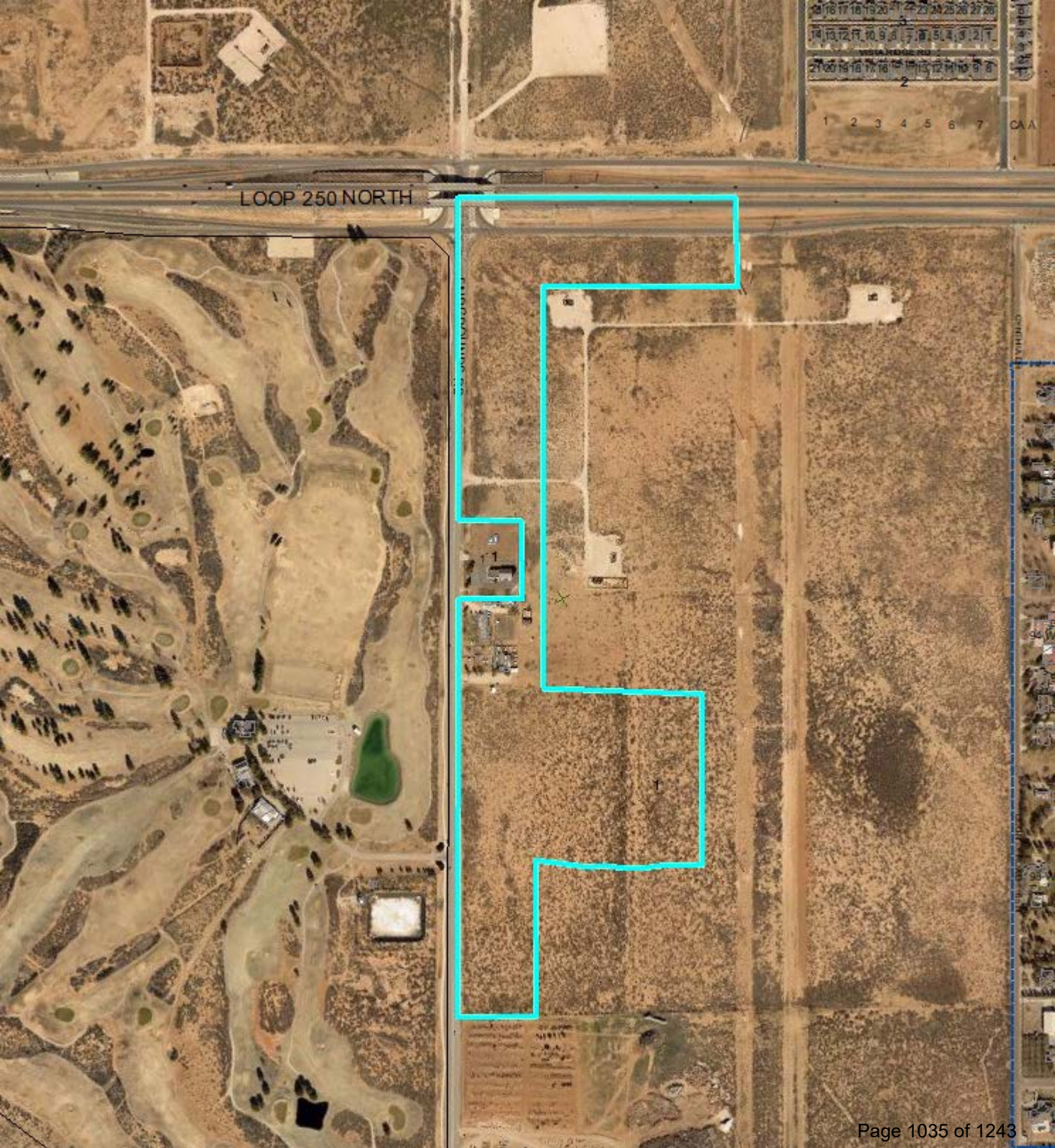
Map by BM, 3/4/2026

Z-26-0471

Scale: 1" = 777'

ZONING MAP

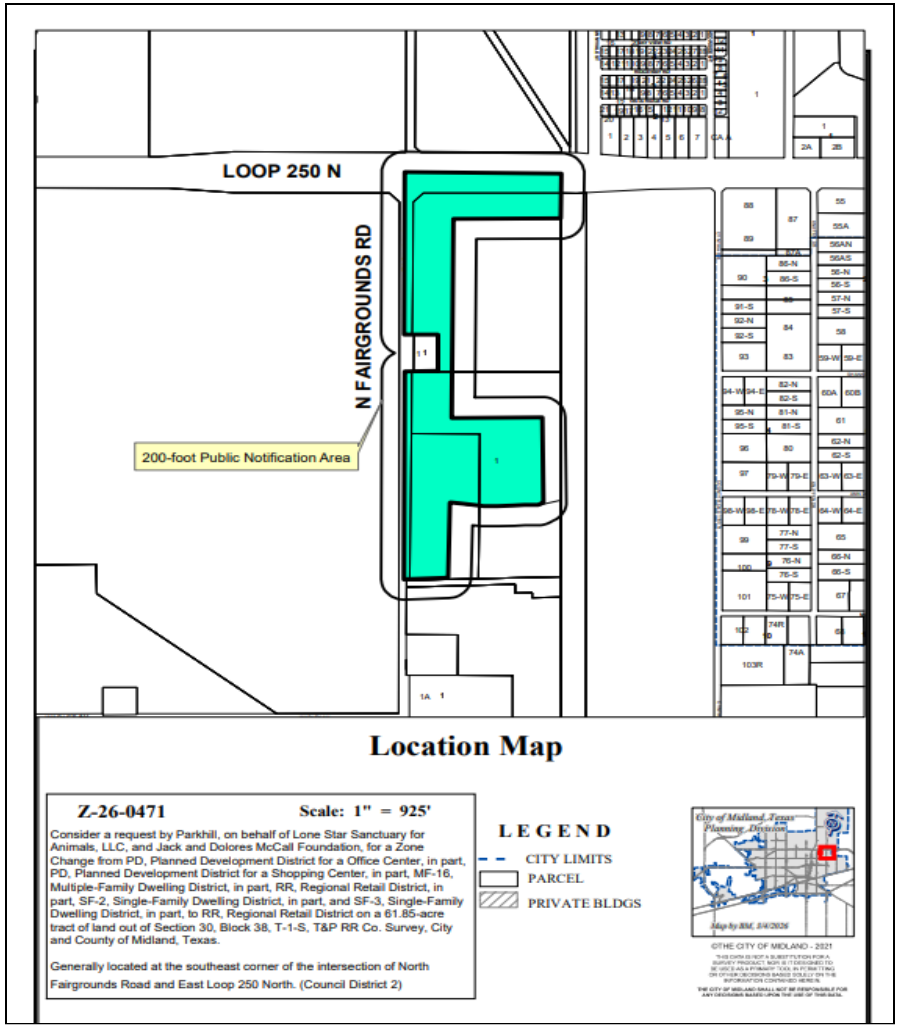
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY USERS OF THIS MAP


LOOP 250 NORTH

MIDLAND
Be the Energy!
ZONE CHANGE
RUCKUS ADDITION (REGIONAL RETAIL PORTION)
Visit Our Website
MIDLANDTEXAS.GOV

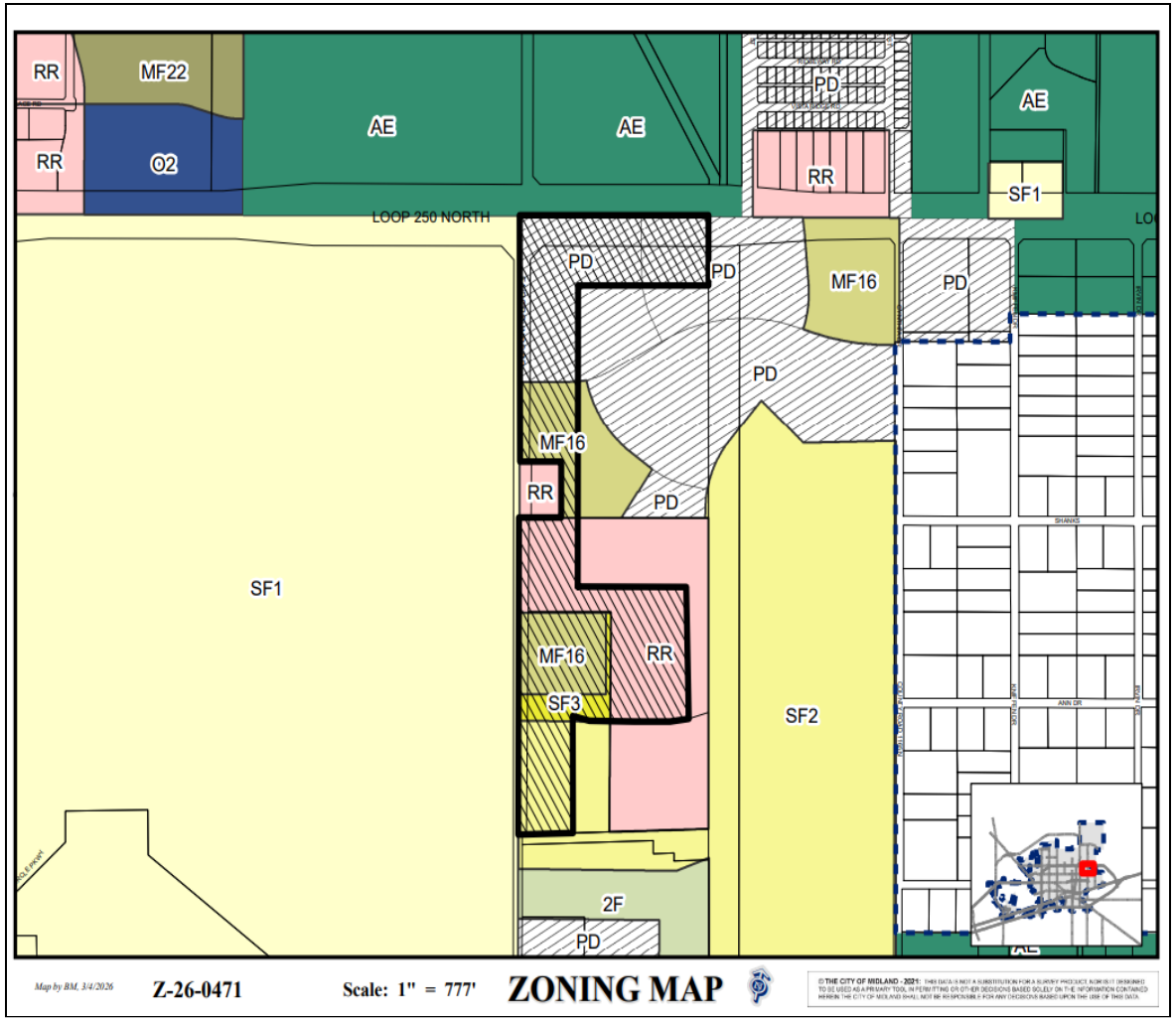
APPLICATION SUMMARY

- **Property Owner:** Lone Star Sanctuary for Animals, LLC, and Jack and Dolores McCall Foundation
- **Applicant/Representative:** Josh Wallender, with Parkhill
- **Location:** Generally located at the southeast corner of the intersection of North Fairgrounds Road and East Loop 250 North. (Council District 2)
- **Reason for Request:** For future retail and commercial development



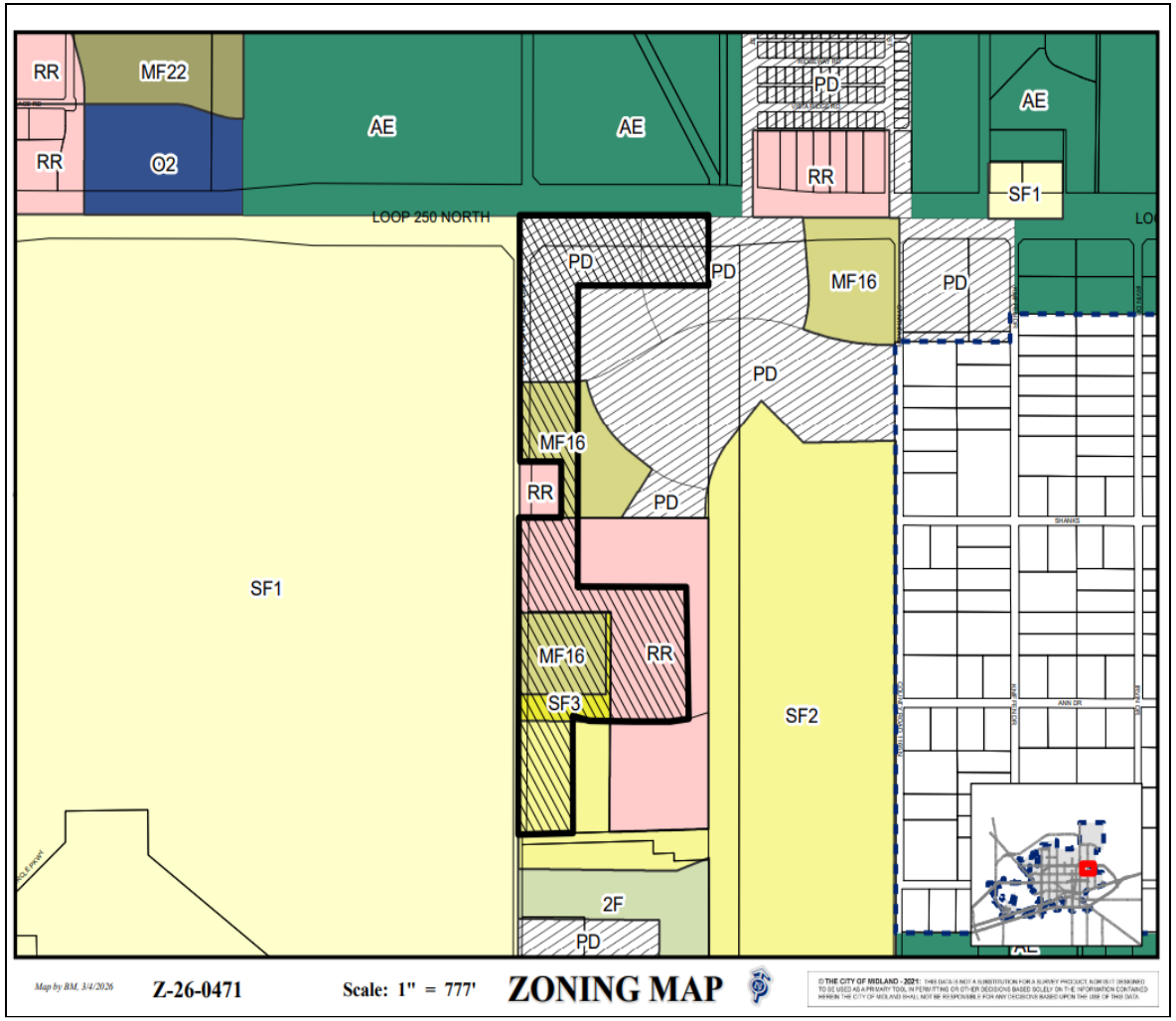
ZONING

- **Current Zoning:** PD, Planned Development District for an Office Center, in part, PD, Planned Development District for a Shopping Center, in part, MF-16, Multiple-Family Dwelling District, in part, RR, Regional Retail District, in part, SF-2, Single-Family Dwelling District, in part, and SF-3, Single-Family Dwelling District, in part
- **Surrounding Zoning:**
  - **North:** AE, Agricultural Estate District



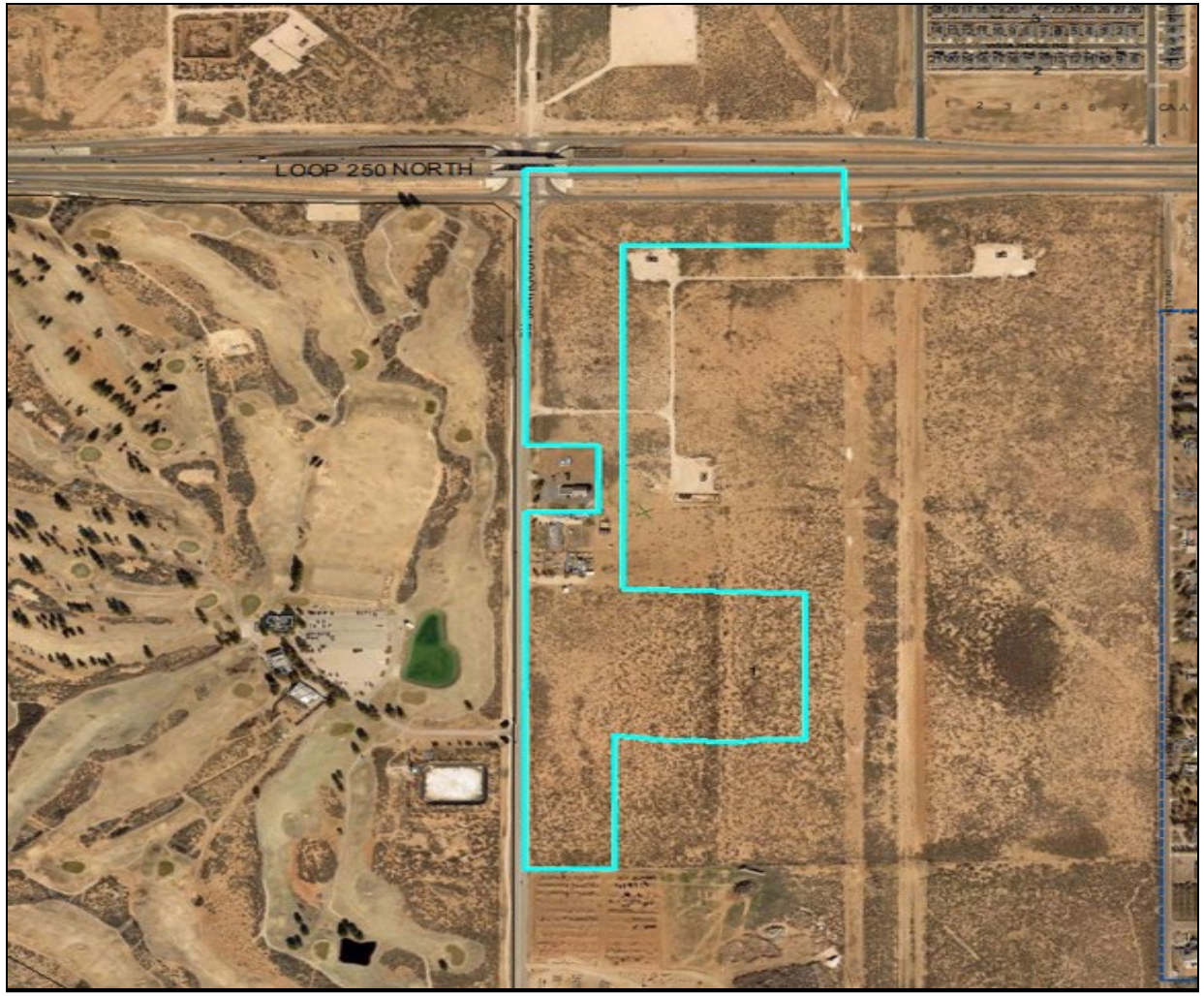
ZONING

- **Surrounding Zoning:**
  - **South:** RR, Regional Retail District, and SF-2, Single-Family Dwelling District
  - **East:** RR, Regional Retail District, MF-16, Multiple-Family Dwelling District, and PD, Planned Development District for a Housing Development
  - **West:** SF-1, Single-Family Dwelling District
- **Proposed Zoning:** RR, Regional Retail District



LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North:** East Loop 250 North
  - **South/East:** Vacant Land
  - **West:** Golf Course
- **Proposed Use:** Retail and Commercial Use



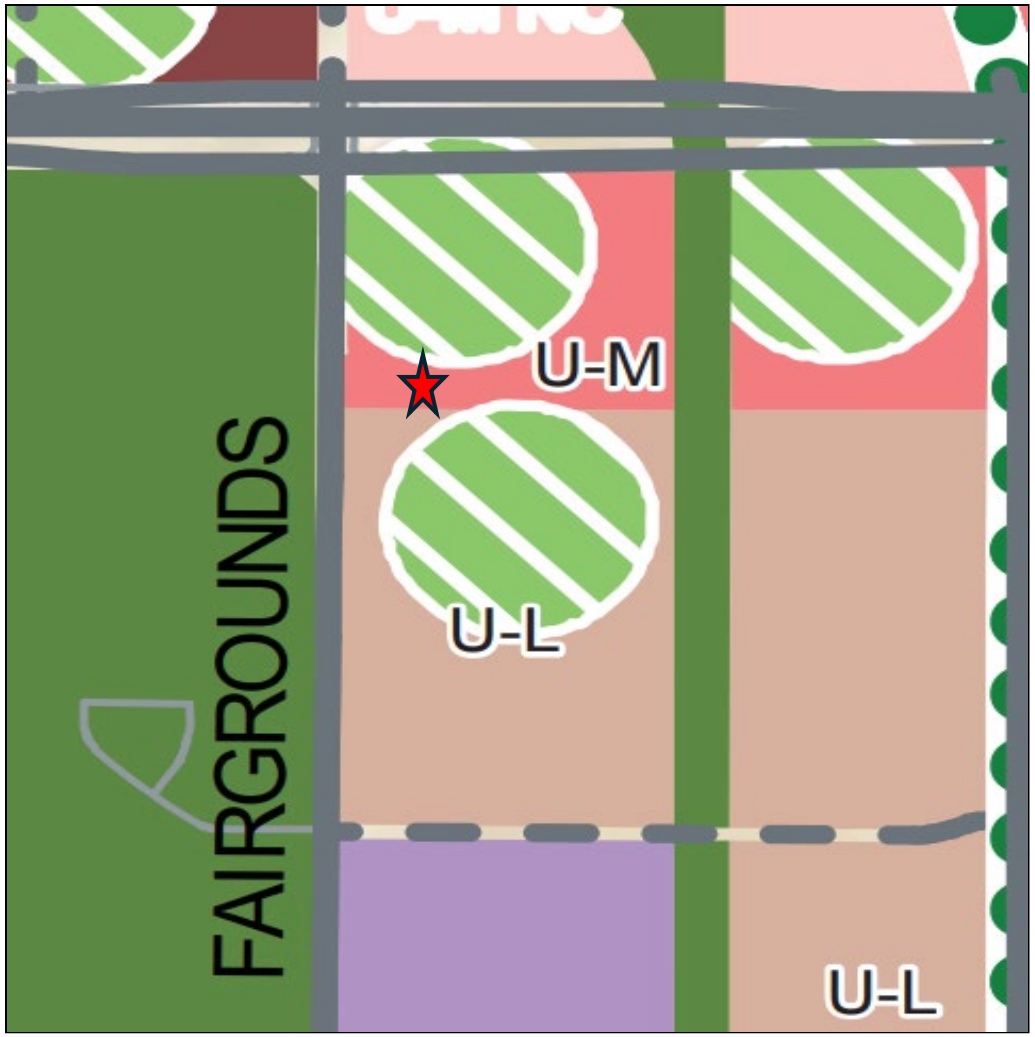
MIDLAND
Be the Energy!

On North Fairgrounds Road, Looking East

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-Medium, (U-M) and Urban-Low, (U-L)
- **Supported Uses:** A mix of complementary uses, including single-family housings, multi-family housing, schools, mid-sized parks and churches, commercial and mixed use.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
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RELATED ITEMS

- In addition to the zone change request, this property is also in the process of being platted.
- The preliminary plat was approved by the Planning and Zoning Commission on March 2, 2026.
- The preliminary plat is scheduled for the March 24, 2026, City Council Meeting.

STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission recommended approval of this request on March 16, 2026.
- 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: 36.
Meeting Date: March 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE AN 18.19-ACRE TRACT OF LAND AND A 58.90-ACRE TRACT OF LAND, BOTH OUT OF SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, MF-22, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, O-2, OFFICE DISTRICT, IN PART, AND AE, AGRICULTURAL ESTATE DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST LOOP 250 NORTH AND NORTH FAIRGROUNDS 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:

Parkhill, on behalf of Mark Payne, is requesting a zone change from RR, Regional District, in part, MF-22, Multiple-Family Dwelling District, in part, O-2, Office District, in part, and AE, Agricultural Estate District, in part, to RR, Regional Retail District for future retail and commercial development for a property located on the north side of East Loop 250 North.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

RR, Regional District, in part, MF-22, Multiple-Family Dwelling District, in part, O-2, Office District, in part, and AE, Agricultural Estate District, in part

Surrounding Zoning and Land Use:

The properties to the north are zoned AE, Agricultural Estate District, MF-22, Multiple-Family Dwelling District, and TH, Townhouse (Attached) Dwelling District, and is vacant land. The property to the south is zoned SF-1, Single-Family Dwelling District and is East Loop 250 North. The property to the east is zoned AE, Agricultural Estate District, and is vacant land. The properties to the west are zoned RR, Regional Retail District, and is vacant land.

Analysis:

The subject property is located on the north side of East Loop 250 North and is currently zoned RR, Regional District, in part, MF-22, Multiple-Family Dwelling District, in part, O-2, Office District, in part, and AE, Agricultural Estate District, in part. Parkhill, on behalf of Mark Payne, is requesting a zone change to RR, Regional Retail District for future retail and commercial development. The proposed retail and commercial use for this property is not currently allowed due to the multiple zonings that this property is made up of. Changing this property's zoning to RR, Regional Retail District, would permit the proposed retail and commercial use, while also establishing one consistent zoning for this property.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban-High, (U-H) and Community Commercial, (CC). This designation calls for 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.

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, planning/zoning requirements, established setbacks, Health department regulations, 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 District, in part, MF-22, Multiple-Family Dwelling District, in part, O-2, Office District, in part, and AE, Agricultural Estate District, in part, to RR, Regional Retail District.

Letters of Objection:

Staff has not received any letters of objection as of March 20, 2026.

Attachments:

A. ORDINANCE WITH EXHIBIT - Z-26-0473.RR, MF-22, O-2, & AE to RR Ord w Exh
B. Z-26-0473, Combined Documents
C. CC - - Stonebridge Addition ZC

Britton Murry, Development Services	Created/Initiated - 3/9/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/16/2026
Morris Williams, City Manager	Approved - 3/16/2026
Jan Hamilton, City Secretary	Final Approval - 3/17/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE AN 18.19-ACRE TRACT OF LAND AND A 58.90-ACRE TRACT OF LAND, BOTH OUT OF SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, MF-22, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, O-2, OFFICE DISTRICT, IN PART, AND AE, AGRICULTURAL ESTATE DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST LOOP 250 NORTH AND NORTH FAIRGROUNDS 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 an 18.19-acre tract of land and a 58.90-acre tract of land, both out of Section 1, Block X, H.P. Hilliard Survey, City and County of Midland, Texas (collectively, the "Property"), said Property being more specifically described by metes and bounds in Exhibits A and B, which are attached hereto and incorporated herein, to RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from RR, Regional Retail District, in part, MF-22, Multiple-Family Dwelling District, in part, O-2, Office District, in part, and AE, Agricultural Estate District, in part, to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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

Legal Description of an 18.19 Acre Tract within a 105.40 Acre Tract described in Document 2013-15577 Official Public Records of Midland County and located in the Middle Part of the South Half of Section 1, Block X, H. P. Hillard Survey, Abstract 11, City of Midland, Midland County, Texas

18.19 Acre Tract boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,712,671.00' E= 1,757,253.24') a 1/2" iron rod with a plastic cap marked "PLS 1974" found at the Southeast corner of Stonebridge Addition, Section 4, as recorded in Cabinet M, Page 159, Plat Records of Midland County and the Southwest corner of this tract, from whence the Southwest corner of said Section 1 bears S75°43'32"W, a distance of 1950.11 feet and S14°16'28"E, a distance of 271.93 feet;

THENCE N14°22'00"W with the East boundary line of said Stonebridge Addition, a distance of 113.72 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" found at a point of curvature;

THENCE with said Addition along a curve turning to the right in a Northerly direction with a radius of 381.15 feet, a delta angle of 14°25'08", an arc length of 95.92 feet, and a chord length of 95.67 feet which bears of N07°09'26"W to a 1/2" iron rod with a plastic cap marked "PLS 1974" found at a point of tangency;

THENCE N00°03'08"E with said Addition line, a distance of 136.29 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" found at a point of tangency;

THENCE with said Addition along a curve turning to the left in a Northerly direction, with a radius of 321.52 feet, a delta angle of 14°25'08", an arc length of 80.91 feet, and a chord length of 80.70 feet, which bears N07°09'26"W to a 1/2" iron rod with a plastic cap marked "PLS 1974" found at a point of tangency;

THENCE N14°22'00"W with said Addition line, a distance of 98.54 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" found at a corner of this tract and said Addition;

THENCE with said Addition the following four lines at the intersection of Stony Creek and Cooper Creek Road, each corner is marked with a 1/2" iron rod with plastic cap marked "PLS 1974" found at each corner (1) N75°38'00"E, a distance of 60.00 feet, (2) N30°38'00"E, a distance of 21.21 feet, (3) N14°22'00"W, a distance of 60.00 feet, (4) N59°22'00"W, a distance of 21.21 feet;

THENCE N14°22'00"W continuing with said Addition along the East side of Cooper Creek Road, a distance of 490.07 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the Northeast corner of said Addition and the Northwest corner of this tract;

THENCE N75°38'00"E with the South line of a proposed 20 foot alley, a distance of 630.99 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the Northeast corner of this tract and the Northwest Corner of a 58.90 Acre Tract surveyed this day;

THENCE S25°50'55"E, with the West line of Proposed Stoney Creek Road, a distance of 253.31 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a point of curvature of this tract;

THENCE along a curve turning to the right in a Southerly direction, with a radius of 267.50, a delta angle of 11°28'12", an arc length of 53.55 feet, and a chord length of 53.46 feet, which bears S20°06'50"E to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a point of tangency;

THENCE S14°22'44"E with the West line of said Road, a distance of 777.97 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at an exterior corner of this tract;

THENCE S30°37'49"W with the West cut back line of said Road, a distance of 28.28 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set in the North ROW line of State Highway Loop 250 as per Judgement in Volume 725, Page 784, Deed Records of Midland County at the most Southerly Southeast corner of this tract;

THENCE S75°38'22"W with said North ROW line of said Loop 250, a distance of 783.01 feet to tne Point of Beginning, containing an area of 18.19 Acres of Land.

Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, NAD 1983/86 Central Zone, with a combined grid factor of 0.99991858, and a theta angle equal to -0°54'07.92" at NGS Benchmark "N-1126" with values of N= 10,717,633.15 and E= 1,753,899.27 in U.S. Survey Feet based on City of Midland GPS Control Survey.

I, J. Stan Piper, 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 on various dates thru October 3, 2025.

J. Stan Piper Date: 10/16/2025
Registered Professional Land Surveyor #1974

EXHIBIT B

Legal Description of a 58.90 Acre Tract being Parts of a 105.83 Acre Tract described in Document 2017-24781 O.P.R. and a 105.40 Acre Tract described in Document 2013-15577, O.P.R. located in the South Half of Section 1, Block X, H. P. Hillard Survey, Abstract 11, City of Midland, Midland County, Texas

Boundary of 58.90 Acre Tract being further described by metes and bounds as follows:

BEGINNING at (N= 10,713,524.69' E= 1,760,385.50') a 1/2" iron rod with a plastic cap marked "PLS 1974" found in the North ROW line of State Highway Loop 250 as per Judgement in Volume 725, Page 784, Deed Records of Midland County, at the most Southerly Southeast corner of this tract, from whence the Southeast corner of said Section 1 bears N75°37'48"E, a distance of 110.00 feet and S14°26'20"E, a distance of 320.00 feet;

THENCE S75°37'48"W with said North ROW line, a distance of 1393.99 feet to a 1/2" iron rod with a plastic cap marked "Luchini & Mertz" found at a point of deflection said ROW line;

THENCE S71°16'49"W continuing with said North ROW line, at 478.33 feet pass a 1/2" iron rod with a plastic cap marked "PLS 1974" found at the Southwest corner of a 62.32 Acre Tract continuing for a total distance of 656.87 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" found at the exterior corner of this tract;

THENCE S75°38'22"W with said North ROW line of said Loop 250, a distance of 414.16 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the most Southerly Southeast corner of an 18.19 Acre Tract surveyed this day and the Southwest corner of this tract;

THENCE N30°37'49"E with the West cut back line of Proposed Stoney Creek Road, a distance of 28.28 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at an interior corner of this tract;

THENCE N14°22'44"W with the West line of said Proposed Stoney Creek Road, a distance of 777.97 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a point of curvature;

THENCE along a curve turning to the left in a Northerly direction, with a radius of 267.50, a delta angle of 11°28'12", an arc length of 53.55 feet, and a chord length of 53.46 feet, which bears N20°06'50"W to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a point of tangency of this tract;

THENCE N25°50'55"W with the West line of Proposed Stoney Creek Road, a distance of 253.31 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the Northeast corner of said 18.19 Acre Tract and the Northwest corner of this tract;

THENCE N75°38'00"E crossing said Proposed Stoney Creek Road, a distance of 61.23 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at an exterior corner of this tract;

THENCE S25°50'55"E with the East line of said Proposed Stoney Creek Road, a distance of 209.55 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at an interior corner of this tract;

THENCE S65°05'00"E with the East line of said Proposed Stoney Creek Road, a distance of 30.99 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at an interior corner of this tract;

THENCE N75°38'00"E with the North line of Wimberley Place Drive, at 501.22 feet pass the East line of said 105.40 Acre Tract continuing for a total distance of 620.12 to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a point of curvature of this tract;

THENCE along a curve turning to the left in a Northeasterly direction, with a radius of 967.50, a delta angle of 34°34'49", an arc length of 583.94 feet, and a chord length of 575.11 feet, which bears N58°20'34"E to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a point of compound curvature of this tract;

THENCE along a curve turning to the left in a Northeasterly direction, with a radius of 307.43, a delta angle of 08°31'50", an arc length of 45.77 feet, and a chord length of 45.73 feet, which bears N36°47'13"E to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at point of intersection and a the corner of this tract;

THENCE N22°06'57"E with the North line of said Wimberley Place Drive, a distance of 105.08 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at point of intersection at the beginning of a non-tangent curve of this tract;

THENCE along a curve turning to the right in a Northeasterly direction, with a radius of 79.58 feet, a delta angle of 63°01'41", an arc length of 87.54 feet, and a chord length of 83.20 feet, which bears N45°41'39"E to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a point of deflection of two non-tangent curves of this tract;

THENCE along a curve turning to the left in a Northeasterly direction, with a radius of 241.42 feet, a delta angle of 30°08'24", an arc length of 127.00 feet, and a chord length of 125.54 feet, which bears N68°16'15"E to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the beginning of a non-tangent curve of this tract;

THENCE along a curve turning to the right in a Northeasterly direction, with a radius of 604.91 feet, a delta angle of 14°41'59", an arc length of 155.19 feet, and a chord length of 154.77 feet, which bears N68°12'09"E to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a point of tangency of this tract;

THENCE N75°33'09"E with the North line of said Wimberley Place Drive, a distance of 783.25 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at an interior corner of this tract;

THENCE N30°33'24"E with a cutback line of said Wimberley Place Drive, a distance of 28.29 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the Northeast corner of this tract;

THENCE S14°26'20"E with the West line of said 2.158 Acre Tract as described in Document No. 2022-2365, Official Public Records of Midland County being the proposed West ROW line of Fairgrounds Road, a distance of 1157.39 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" found at an interior corner of said 2.158 Acre Tract and an exterior corner of this tract;

THENCE S30°35'44"W with a Northwesterly line of said 2.158 Acre Tract, a distance of 70.67 feet to the Point of Beginning, containing an area of 58.90 Acres of Land.

Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, NAD 1983/86 Central Zone, with a combined grid factor of 0.99991858, and a theta angle equal to -0°54'07.92" at NGS Benchmark "N-1126" with values of N= 10,717,633.15 and E= 1,753,899.27 in U.S. Survey Feet based on City of Midland GPS Control Survey.

I, J. Stan Piper, 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 on various dates thru October 3, 2025.

J. Stan Piper Date: 10/16/2025
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THENCE with said Addition along a curve turning to the right in a Northerly direction with a radius of 381.15 feet, a delta angle of 14°25'08", an arc length of 95.92 feet, and a chord length of 95.67 feet which bears of N07°09'26"W to a 1/2" iron rod with a plastic cap marked "PLS 1974" found at a point of tangency;

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THENCE N14°22'00"W continuing with said Addition along the East side of Cooper Creek Road, a distance of 490.07 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the Northeast corner of said Addition and the Northwest corner of this tract;

THENCE N75°38'00"E with the South line of a proposed 20 foot alley, a distance of 630.99 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the Northeast corner of this tract and the Northwest Corner of a 58.90 Acre Tract surveyed this day;

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J. Stan Piper Date: 10/16/2025
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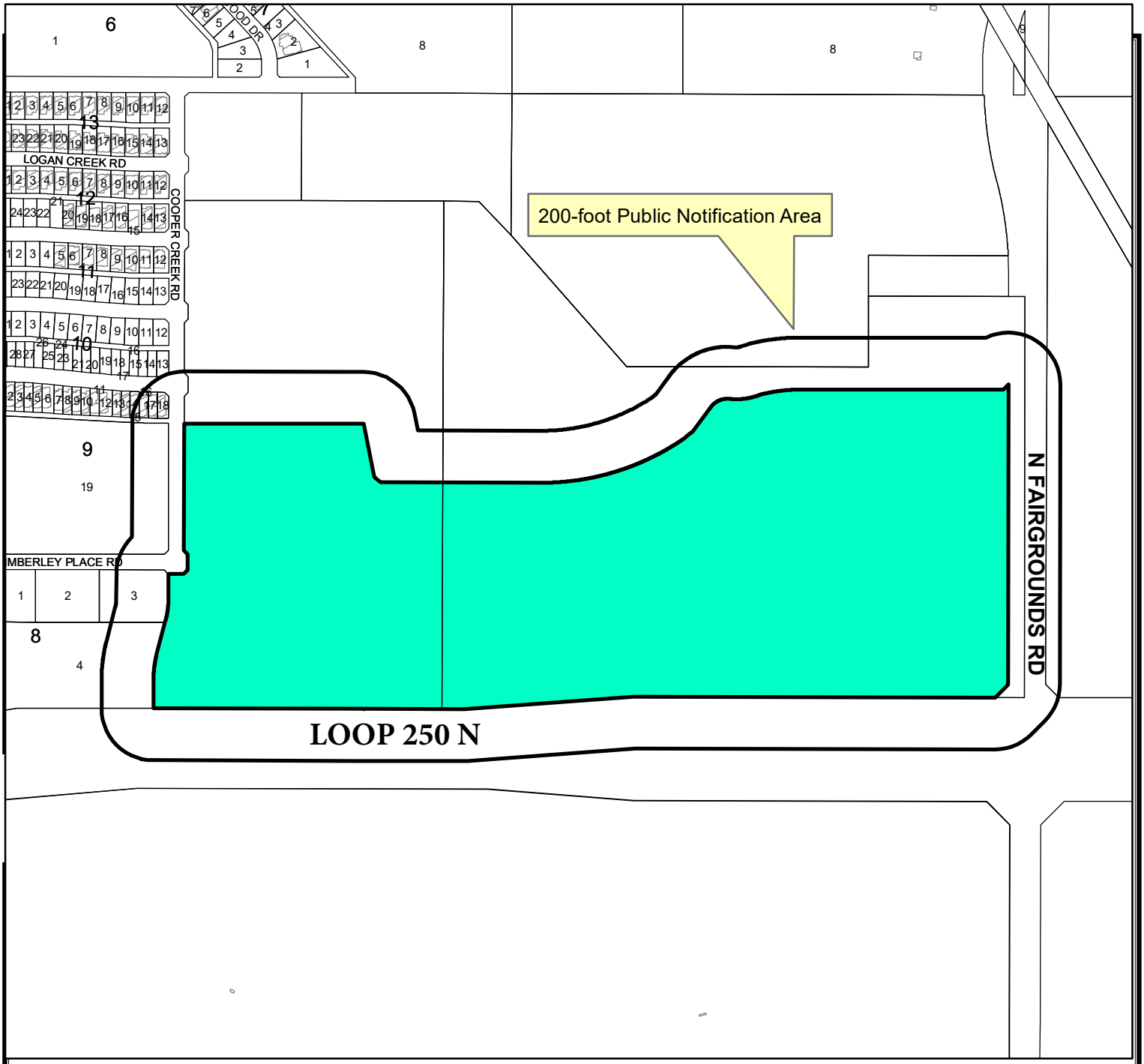


Location Map

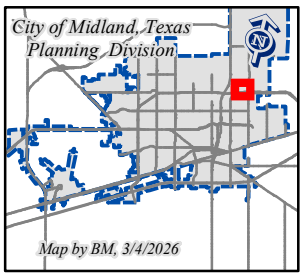
Z-26-0473 **Scale: 1" = 555'**

Consider a request by Parkhill, on behalf of Mark Payne, for a Zone Change from RR, Regional District, in part, MF-22, Multiple-Family Dwelling District, in part, O-2, Office District, in part, and AE, Agricultural Estate District, in part, to RR, Regional Retail District on a 77.09-acre tract of land out of Section 1, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

Generally located at the northwest corner of the intersection of East Loop 250 North and North Fairgrounds Road. (Council District 1)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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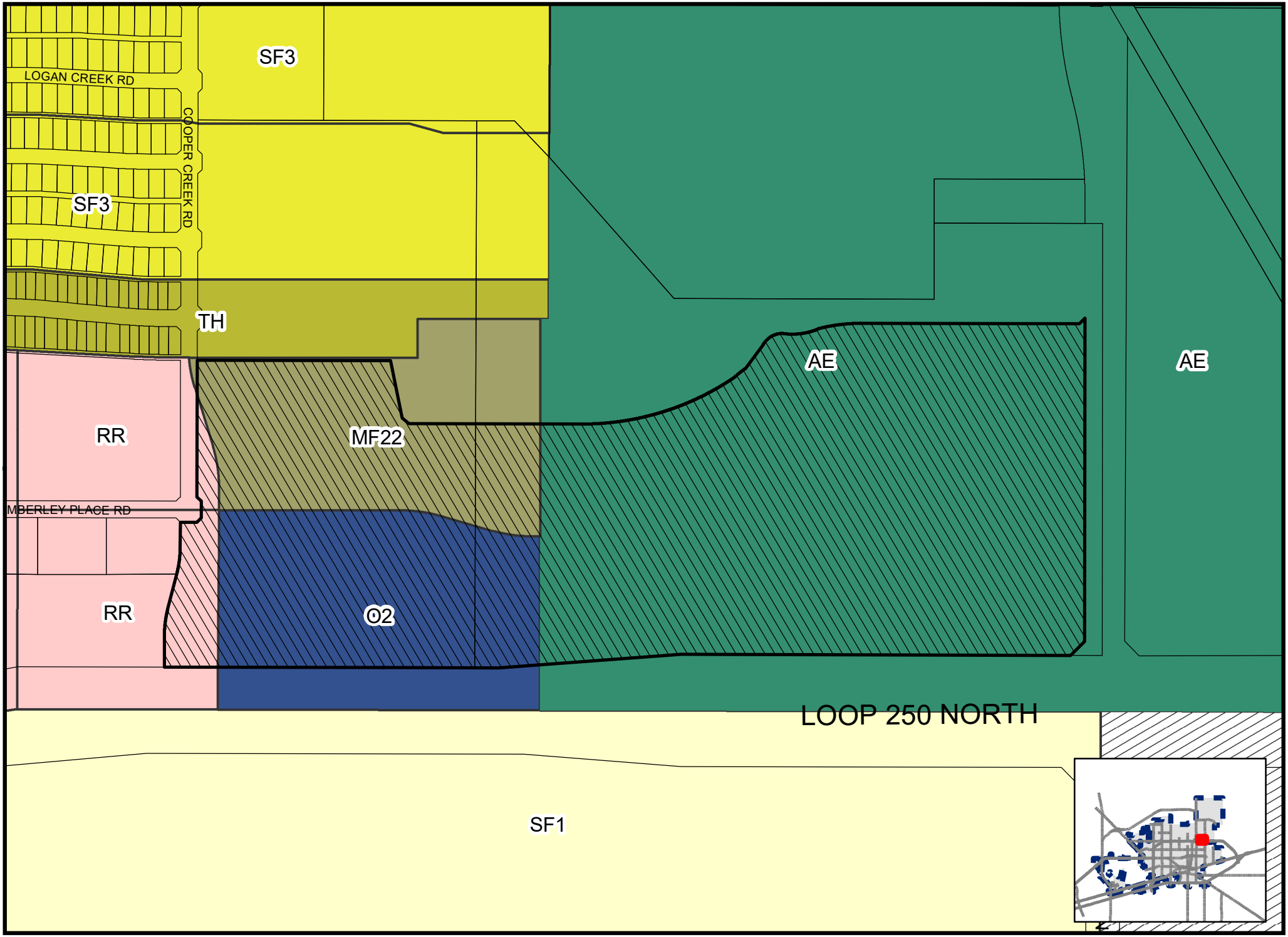
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



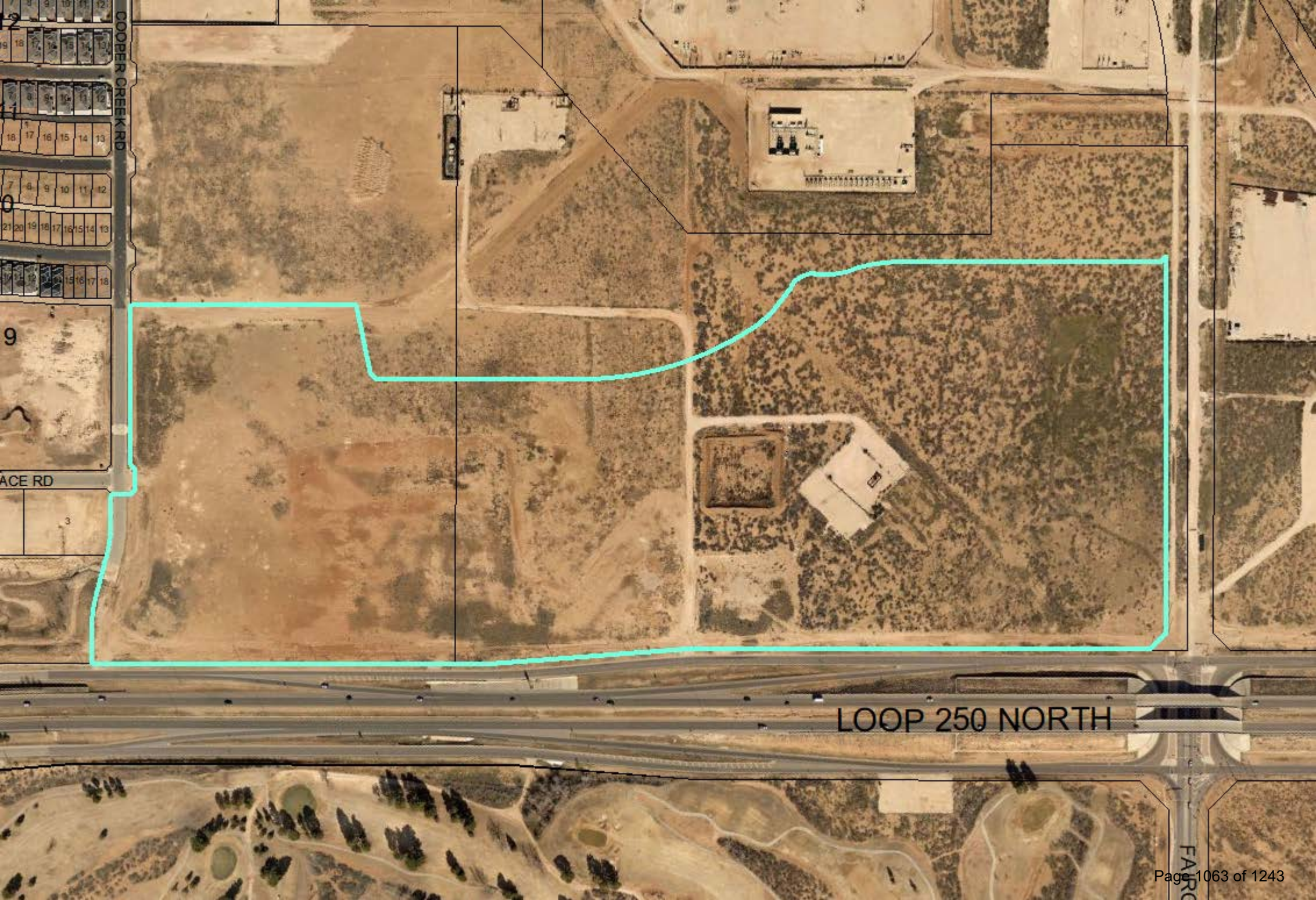
Map by BM, 3/4/2026

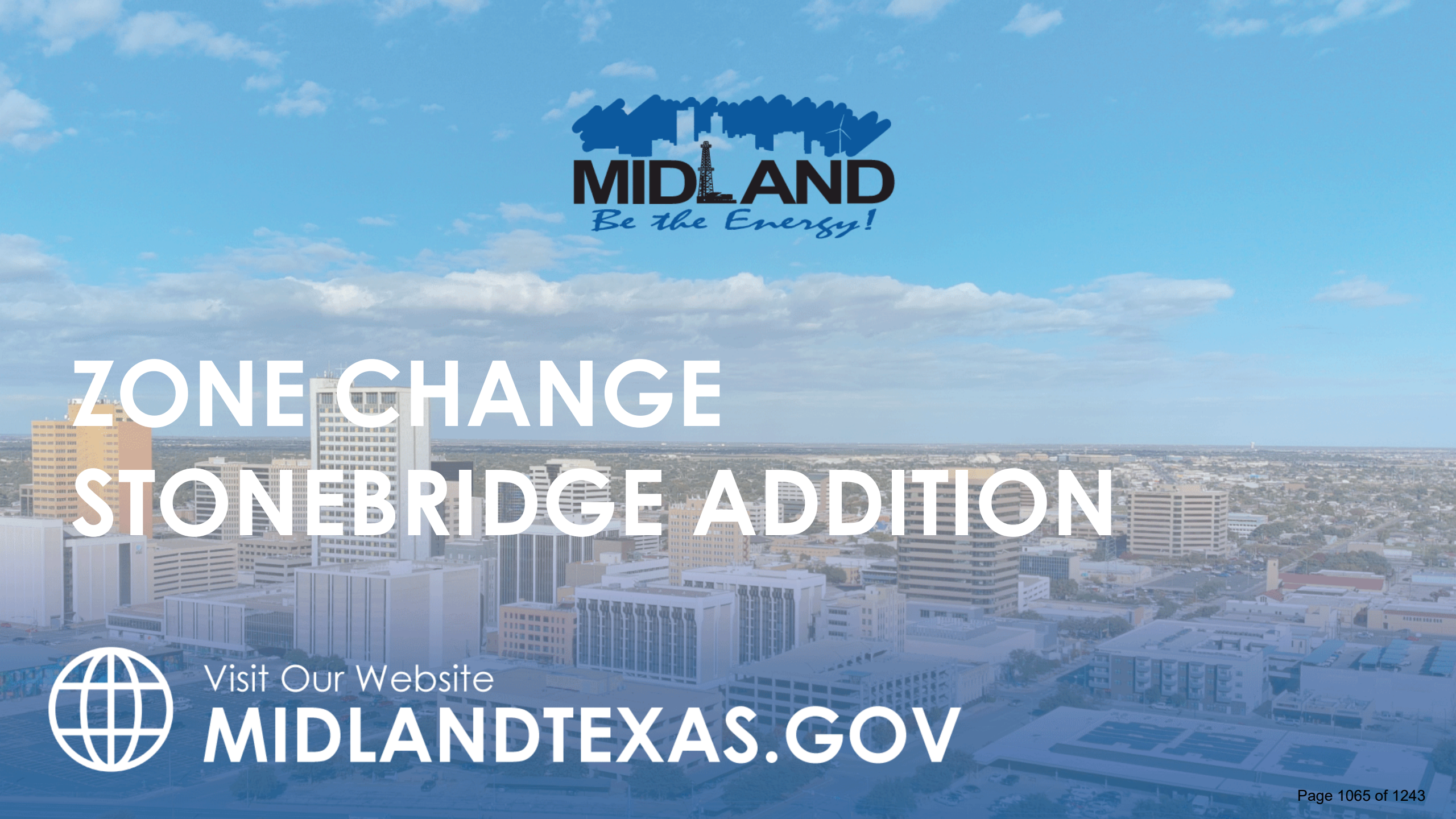
Z-26-0473

Scale: 1" = 431'

ZONING MAP

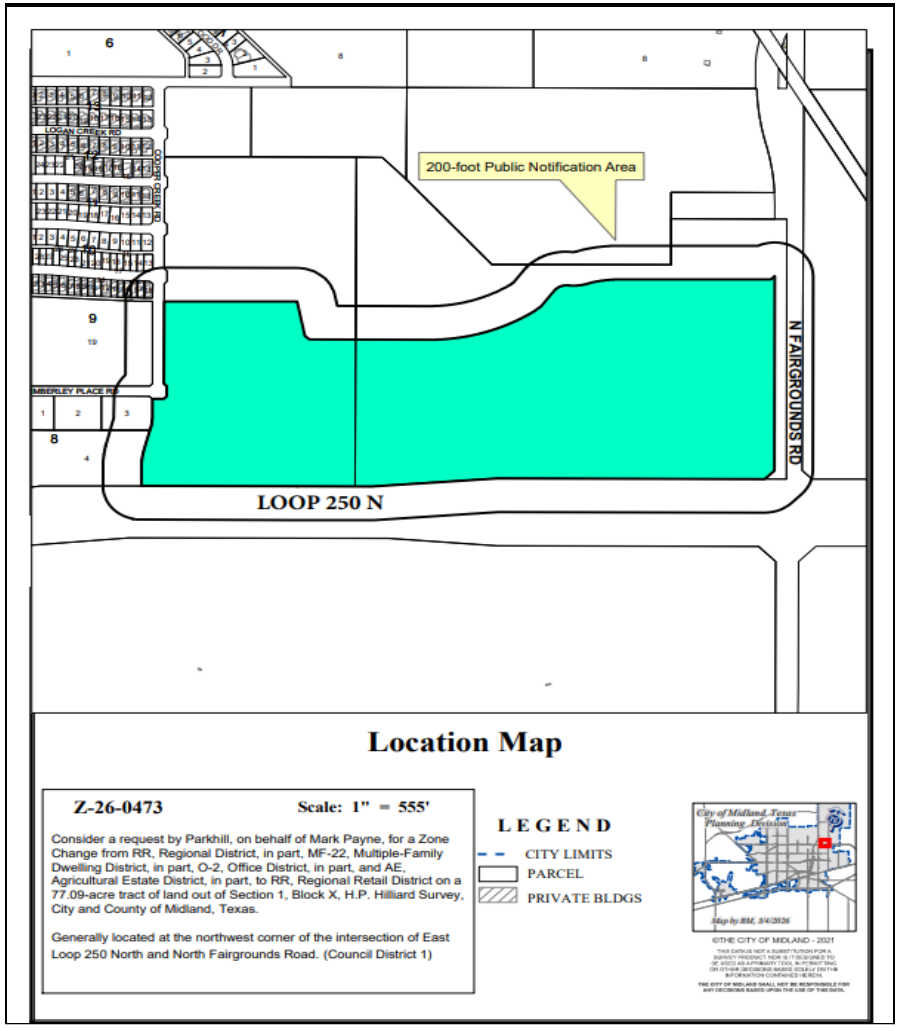
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED ON THE USE OF THIS DATA.


COOPER CREEK RD
LOOP 250 NORTH


MIDLAND
Be the Energy!
ZONE CHANGE
STONEBRIDGE ADDITION
Visit Our Website
MIDLANDTEXAS.GOV

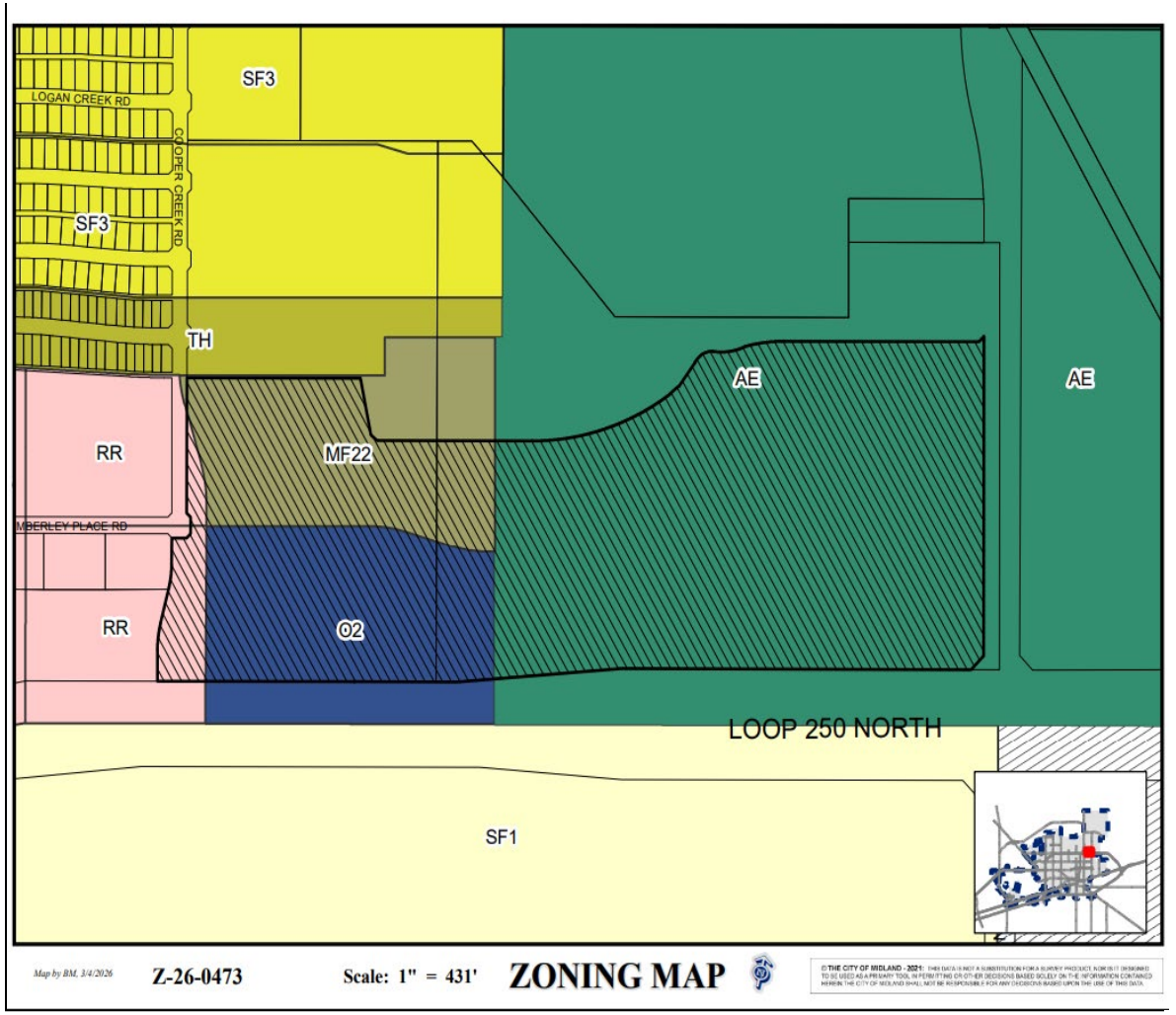
APPLICATION SUMMARY

- **Applicant/Property Owner:** Mark Payne
- **Representative:** Josh Wallender, with Parkhill
- **Location:** Generally located at the northwest corner of the intersection of East Loop 250 North and North Fairgrounds Road. (Council District 1) **Reason for Request:** For future retail and commercial development



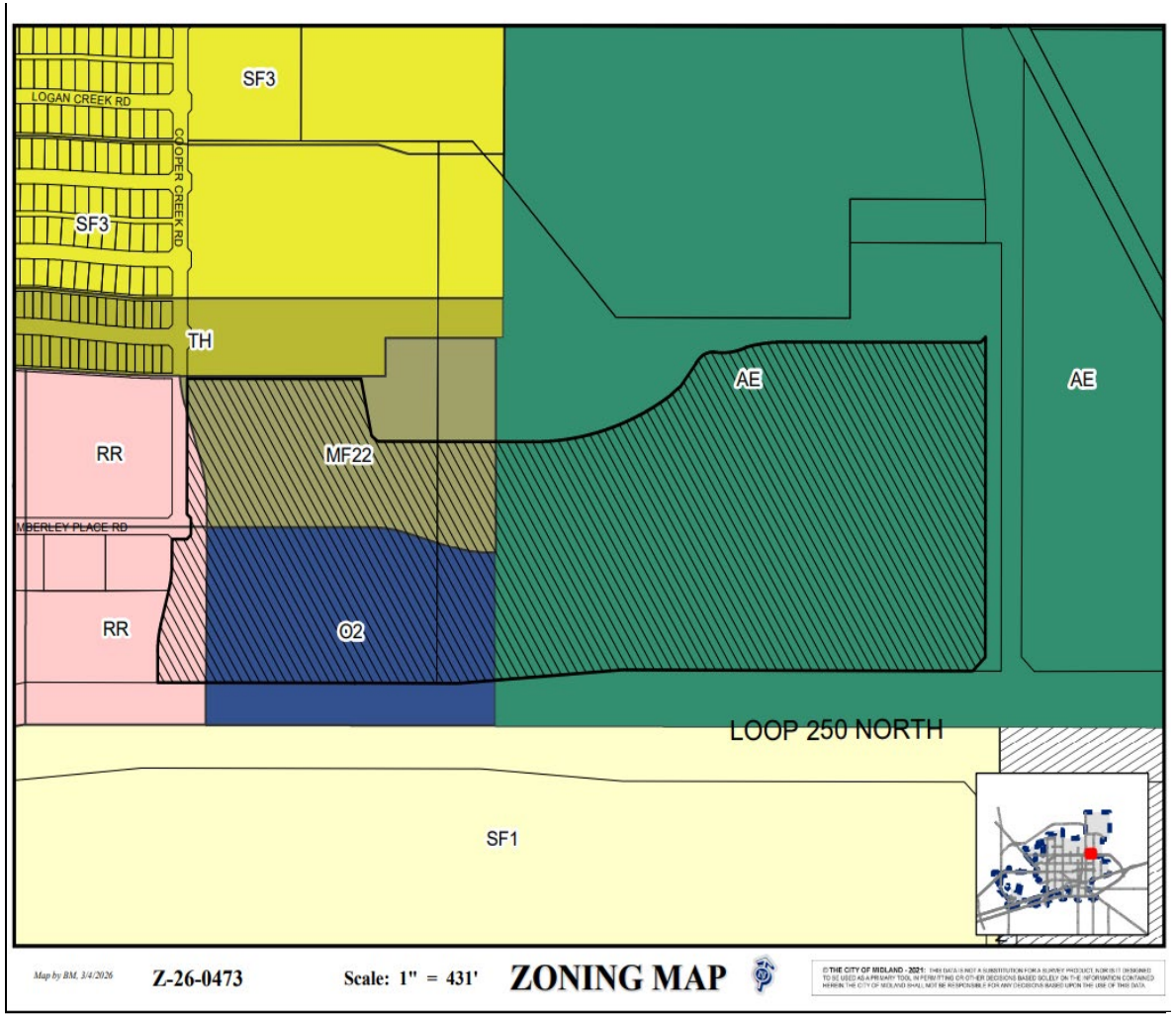
ZONING

- **Current Zoning:** RR, Regional District, in part, MF-22, Multiple-Family Dwelling District, in part, O-2, Office District, in part, and AE, Agricultural Estate District, in part
- **Surrounding Zoning:**
  - **East:** AE, Agricultural Estate District
  - **South:** SF-1, Single-Family Dwelling District



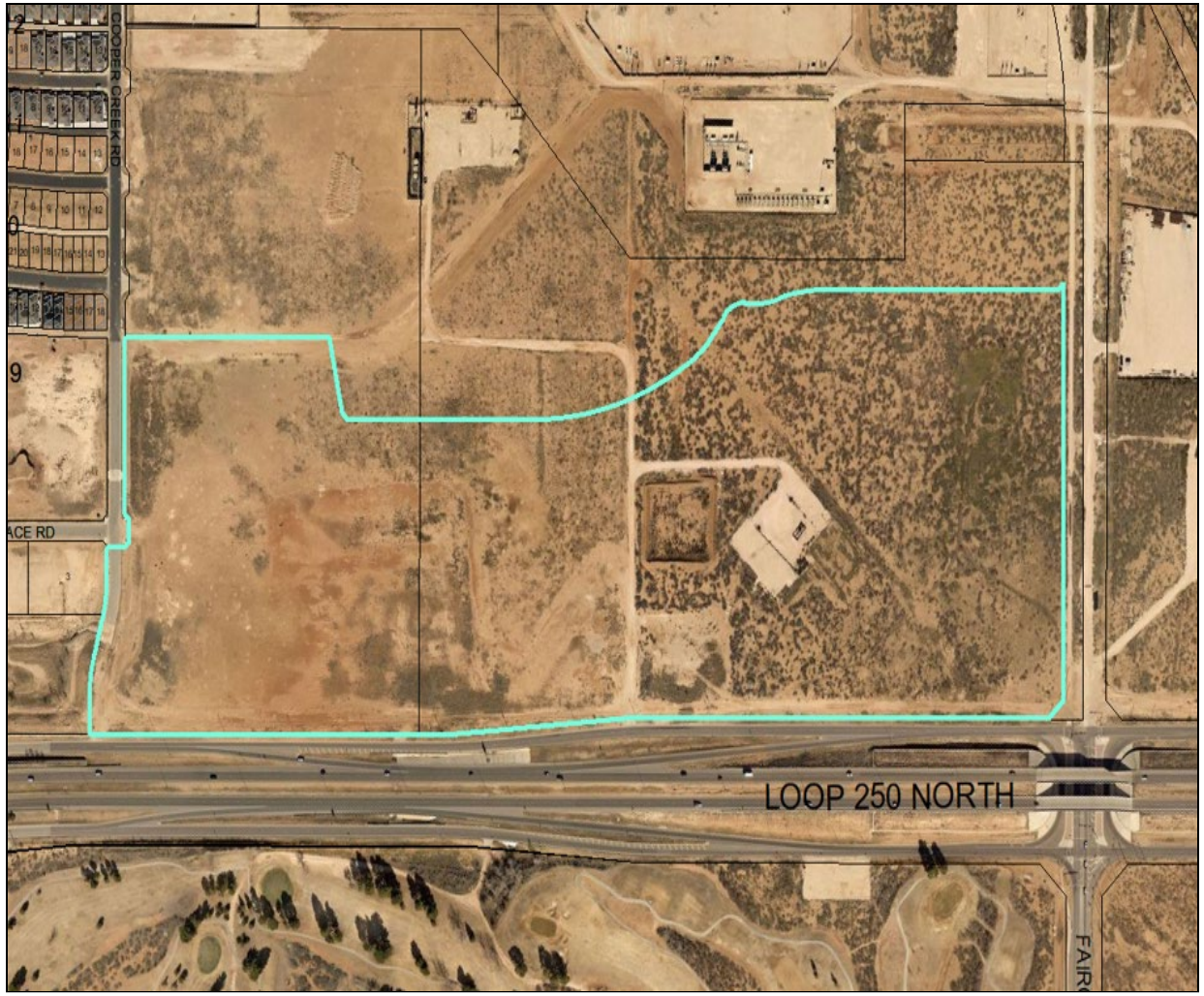
ZONING

- **Surrounding Zoning:**
  - **North:** AE, Agricultural Estate District, MF-22, Multiple-Family Dwelling District, and TH, Townhouse (Attached) Dwelling District
  - **West:** RR, Regional Retail District
- **Proposed Zoning:** RR, Regional Retail District



LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/East/West:** Vacant Land
  - **South:** East Loop 250 North
- **Proposed Use:** Retail and Commercial Use

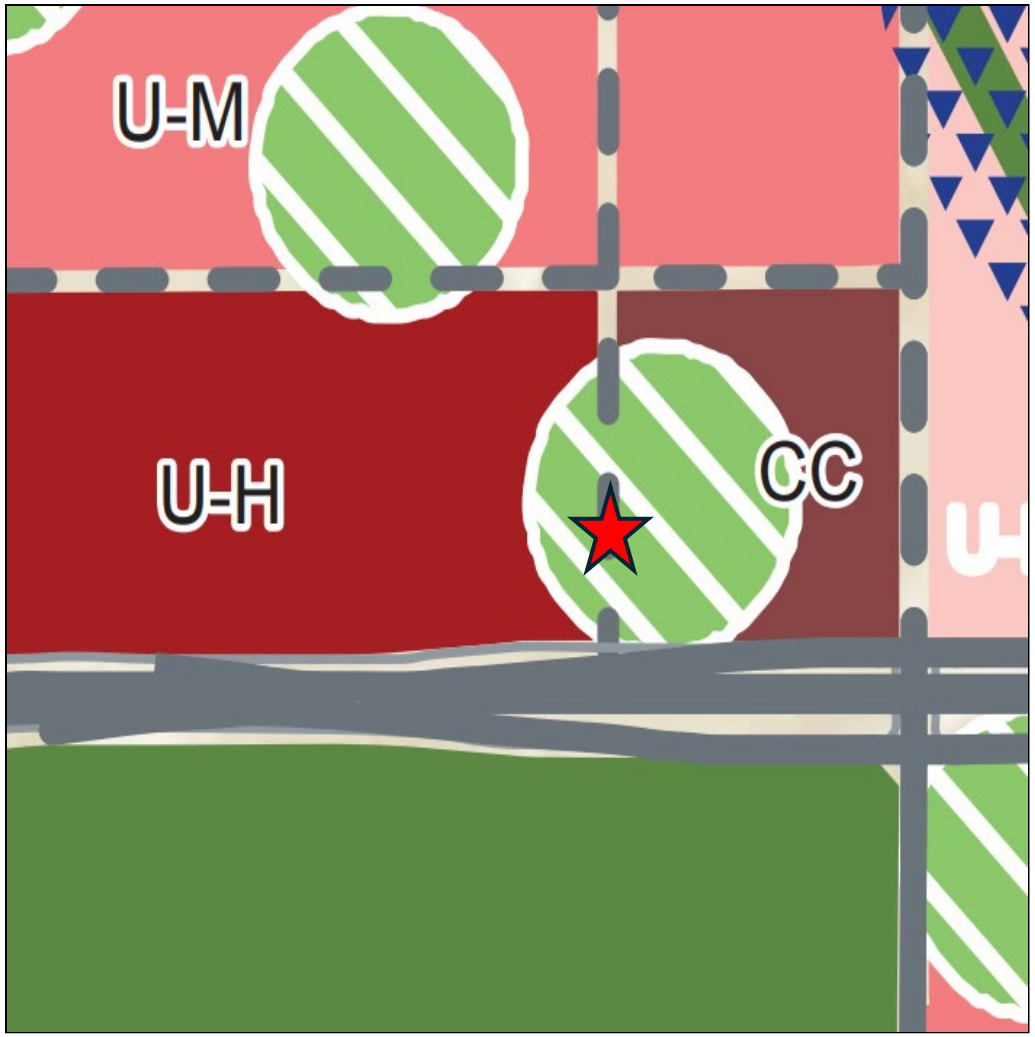


MIDLAND
Be the Energy!

On North Fairgrounds Road, Looking West

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-High, (U-H), and Community Commercial, (CC)
- **Supported Uses:** a mix of complementary uses, including multi-family residential, medical buildings, regional commercial, limited industrial, churches, schools, or hospitals, and other regional attractors.
- 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 in the process of being platted.

STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission recommended approval of this request on March 16, 2026.
- 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: 37.
Meeting Date: March 24, 2026
To: City Council
From: Sean Bailey, Code Enforcement Officer I
Subject: RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE 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:
A resolution is necessary to address the dilapidated condition of the property located at 301 South Jefferson Street. The residential building has remained vacant for several years and has deteriorated significantly due to exposure to the elements, decay of materials, absence of necessary maintenance, and unsecured openings. The owners heirs have previously been contacted and is aware of the conditions and has made no effort to bring the property into compliance. This is one of the first on a list of more than 100 substandard buildings identified by staff as properties that pose a life and safety threat to the public, and more immediately, to the surrounding neighborhood.

Recommended Action:
APPROVE

Fiscal Impact:
Demolition of the structure will be kept in-house using City staff and equipment to minimize fiscal impact.

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
The City of Midland's Building Official has identified the 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 necessary repairs 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. The owner(s) has 30 days to take actions necessary to make the building safe after the order is approved.

This is one of the first on a list of more than 100 substandard buildings identified by staff as properties that pose a life and safety threat to the public, and more immediately, to the surrounding neighborhood.

Attachments:

A. RESOLUTION WITH EXHIBIT - - 301 S Jefferson St Reso w Exh
B. ORDER - 2026.02.13 - 301 S Jefferson St Order

Sean Bailey, Development Services	Created/Initiated - 3/12/2026
Landon Ochoa, Development Services	Approved - 3/13/2026
Elizabeth Triggs, Development Services	Approved - 3/13/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/17/2026
Morris Williams, City Manager	Approved - 3/17/2026
Jan Hamilton, City Secretary	Final Approval - 3/18/2026

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE 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., 2026, 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 March 24, 2026, 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 R703.9 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 24TH DAY OF MARCH, 2026.

_____
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 March 24, 2026, 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 R703.9 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 24TH DAY OF MARCH, 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 38.
Meeting Date: March 24, 2026
To: City Council
From: Sean Bailey, Code Enforcement Officer I
Subject: RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE ON LOT 3, BLOCK 23, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 1604 SOUTH LORAINE 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:
A resolution is necessary to address the dilapidated condition of the property located at 1604 South Loraine Street. The residential building has remained vacant for several years and has deteriorated significantly due to exposure to the elements, decay of materials, absence of necessary maintenance, and unsecured openings. The owners heirs have previously been contacted and is aware of the conditions and has made no effort to bring the property into compliance. This is one of the first on a list of more than 100 substandard buildings identified by staff as properties that pose a life and safety threat to the public, and more immediately, to the surrounding neighborhood.

Recommended Action:
APPROVE

Fiscal Impact:
Demolition of the structure will be kept in-house using City staff and equipment to minimize fiscal impact.

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
The City of Midland's Building Official has identified the 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 necessary repairs 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. The owner(s) has 30 days to take actions necessary to make the building safe after the order is approved.

This is one of the first on a list of more than 100 substandard buildings identified by staff as properties that pose a life and safety threat to the public, and more immediately, to the surrounding neighborhood.

Attachments:

A. RESOLUTION WITH EXHIBIT - 1604 S Loraine St Reso w Exh
B. ORDER - 2026.02.13 - 1604 S Loraine St Order

Sean Bailey, Development Services	Created/Initiated - 3/12/2026
Landon Ochoa, Development Services	Approved - 3/13/2026
Elizabeth Triggs, Development Services	Approved - 3/13/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/17/2026
Morris Williams, City Manager	Approved - 3/17/2026
Jan Hamilton, City Secretary	Final Approval - 3/18/2026

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE SINGLE-FAMILY RESIDENCE ON LOT 3, BLOCK 23, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT 1604 SOUTH LORAINE 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., 2026, 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 1604 SOUTH LORAINE STREET, MIDLAND, TEXAS 79701, ON LOT 3, BLOCK 23, BELMONT 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 March 24, 2026, 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 1604 South Loraine Street, Midland, Texas 79701, on Lot 3, Block 23, Belmont 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 R703.9 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 24TH DAY OF MARCH, 2026.

_____
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 1604 SOUTH LORAINE STREET, MIDLAND, TEXAS 79701, ON LOT 3, BLOCK 23, BELMONT 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 March 24, 2026, 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 1604 South Loraine Street, Midland, Texas 79701, on Lot 3, Block 23, Belmont 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 R703.9 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 24TH DAY OF MARCH, 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 39.
Meeting Date: March 24, 2026
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE EAST 26 FEET OF LOT 17, ALL OF LOT 18, AND THE WEST 14.5 FEET OF LOT 19, AVALON ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF STANOLIND AVENUE, APPROXIMATELY 230 FEET WEST OF NORTH I STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

Purpose:
John Convington, on behalf of Frankie Barela, 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 rear yard setback for the property at 1605 Stanolind Avenue, in order to construct an outdoor kitchen.

Recommended Action:
Approve.

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Discussion:

The subject property is zoned SF-1, Single-Family Dwelling District. Per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum required rear setback is 5’.

There are neighboring properties enjoy the privileges of a reduced setbacks, including the abutting property to the west. Based off the multiple surrounding lots in this area that also do not meet the minimum setback requirement, the proposed addition would not affect the character of the neighborhood. The subject property is currently a single-family home, and the applicant intends to add a detached outdoor kitchen.

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 objection. [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 the same privileges of reduced minimum setbacks subject to the following conditions.

Conditions:

A. That the reduced minimum rear yard setback outdoor kitchen identified as a “New Detached Outdoor Kitchen” in the site plan, which is attached hereto as Exhibit A and incorporated herein.

B. That the minimum rear yard setback shall be zero (0’) feet.

Letters of Objection:

Staff has not received any letters of objection as of March 20, 2026.

Attachments:

A. ORDINANCE WITH EXHIBIT - E-26-0153.John Covington, Frankie Barela - Red Min Rear Yard Setback Ord w Exh
B. E-26-0153, Combined Docs
C. CC - - 1605 Stanolind Special Exception

Angelina Bettanini, Development Services	Created/Initiated - 3/12/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/16/2026
Morris Williams, City Manager	Approved - 3/16/2026
Jan Hamilton, City Secretary	Final Approval - 3/17/2026

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE EAST 26 FEET OF LOT 17, ALL OF LOT 18, AND THE WEST 14.5 FEET OF LOT 19, AVALON ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF STANOLIND AVENUE, APPROXIMATELY 230 FEET WEST OF NORTH I STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as the east 26 feet of Lot 17, all of Lot 18, and the west 14.5 feet of Lot 19, Avalon Addition, City and County of Midland, Texas. Said special exception shall allow a reduced rear yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum rear yard setback shall be zero feet (0').

B. That the reduced minimum rear yard setback allowed by this ordinance shall apply only to the "NEW DETACHED OUTDOOR KITCHEN" shown 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., 2026; 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:

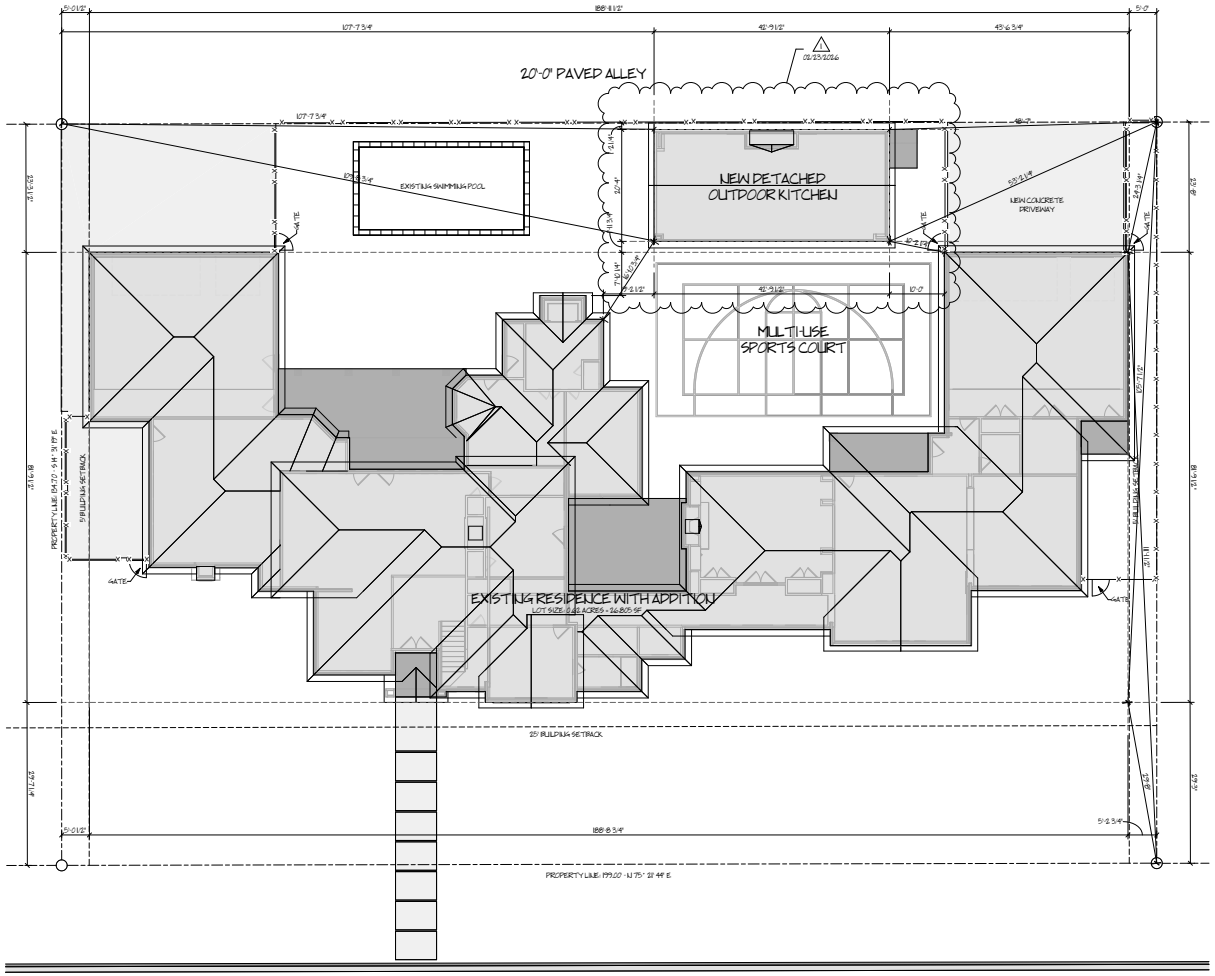
_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____

Nicholas Toulet, City Attorney

EXHIBIT A



01 SITE PLAN - NEW
SCALE: 1/8" = 1'-0"

SITE PLAN GENERAL NOTES:

UNLESS OTHERWISE NOTED
A. DIMENSIONS ARE TO OUTSIDE OF PLATE. ALLOW 5 1/2" FOR BRICK OR STONE VENEER.
B. SITE SHALL BE INVESTIGATED DURING CLEARING AND EARTHWORK OPERATIONS FOR EXCAVATIONS OR BURIED STRUCTURES SUCH AS POOLS, CISTERNS, FOUNDATIONS, ETC. IF ANY SUCH ITEMS SHOULD BE FOUND THE BUILDER SHALL NOTIFY THE OWNER IMMEDIATELY.
C. BUILDER/CONTRACTOR SHALL MAINTAIN A SITE CLEAR OF CONSTRUCTION RELATED TRASH AND DEBRIS. REMOVE ALL PRE-EXISTING TRASH, CONCRETE TAILINGS, ETC. PRIOR TO PROJECT CLOSE OUT.
D. VERIFY LOCATION OF ANY CONDUIT REQUIRED FOR ELECTRICAL, PLUMBING OR DRAINAGE UNDER SLAB FOUNDATION AND FLATWORK.
E. VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CAUTION SHALL BE TAKEN UPON EXCAVATION AND FOUNDATION WORK TO AVOID UTILITY LINES.
F. BUILDER/CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING ALL FINAL FINISHED ELEVATIONS TO PERMIT THE PROPER DRAINAGE OF ALL FINISHED SURFACES.
4. COORDINATE LOCATION OF UTILITY METER TO MINIMIZE VISUAL IMPACT.
H. BUILDER/CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPORT OF ALL TEMPORARY EMBANKMENTS AND EXCAVATIONS AS REQUIRED.

LEGEND

	PROPERTY LINE
	BUILDING SETBACK / EASEMENT
	CONCRETE CURB
	CONCRETE SIDEWALK
X X X	FENCE LINE

LOT INFORMATION

LOT	THE EAST 26.0' OF LOT SEVENTEEN (17) + LOT EIGHTEEN (18) + LOT NINETEEN (19) + LOT 20A
BLOCK	4
SUBDIVISION	AVALON ADDITION
CITY	MIDLAND
COUNTY	MIDLAND
STATE	TEXAS
LOT SIZE	0.62 ACRES = 26,805 SF
ZONING	SF1 - SINGLE FAMILY DWELLING DISTRICT

DATE
01/28/2026
REVISIONS
1 02/23/2026
DRAWN BY
JAMISON

CORNERSTONE DESIGN GROUP
PHONE: (432) 684-8605

SHEET TITLE
NEW SITE PLAN

01/28/2026
REGISTERED ARCHITECT
JOHN DEREK BARELA
86681
STATE OF TEXAS
(432) 684-8605
4904 LORETTA MEWHINNEY ROAD
MIDLAND, TEXAS 79707

BARELA ADDITION
1603 STANOLIND AVENUE
MIDLAND, TEXAS 79705
PROJECT NUMBER: 24077

SHEET NUMBER
A-1.2
SHEET 3 OF 17

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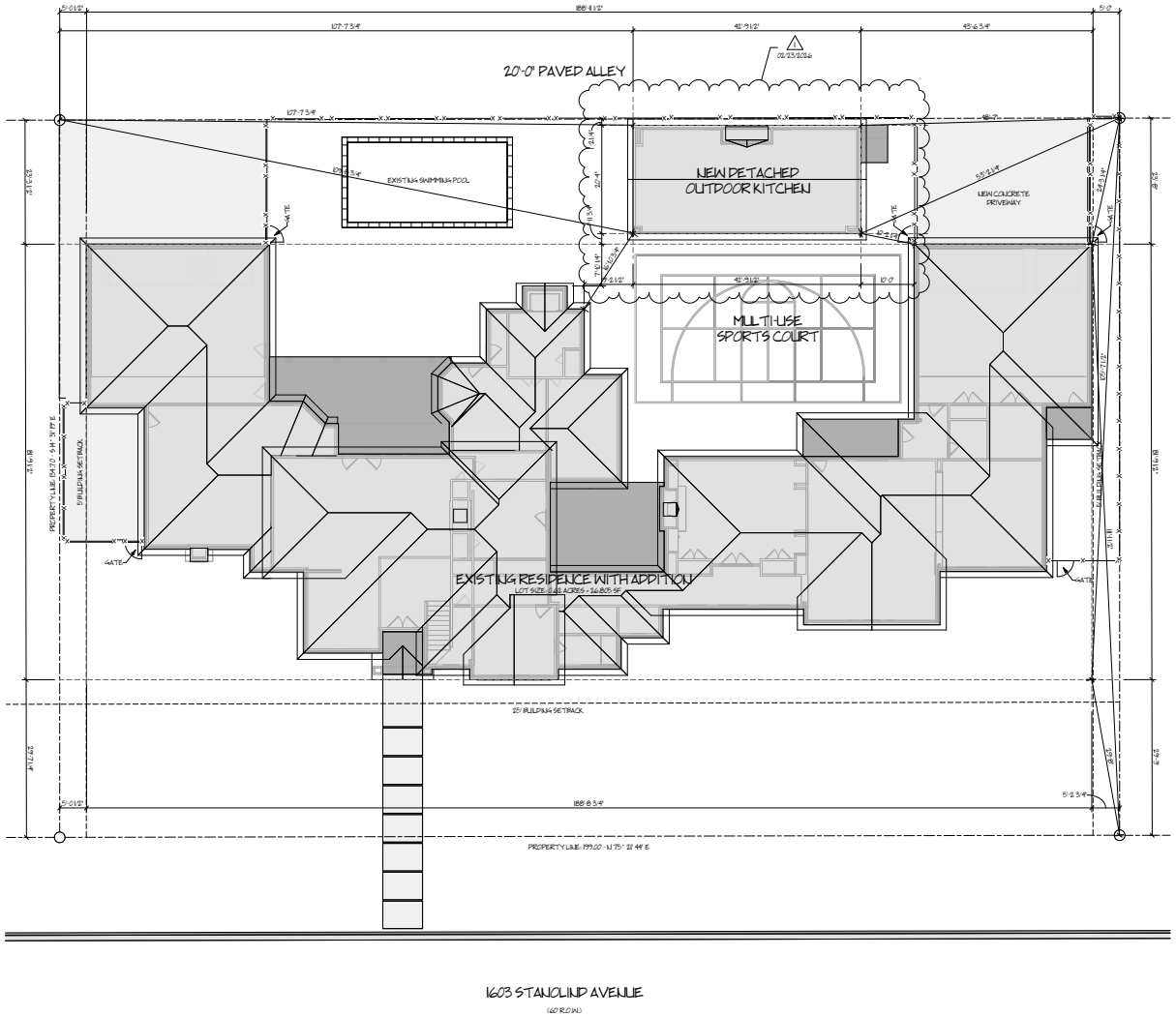

01 SITE PLAN - NEW
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G. COORDINATE LOCATION OF UTILITY METER TO MINIMIZE VISUAL IMPACT.
H. BUILDER/CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPORT OF ALL TEMPORARY EMBANKMENTS AND EXCAVATIONS AS REQUIRED.

LEGEND

- PROPERTY LINE
- BUILDING SETBACK / EASEMENT
- CONCRETE CURB
- CONCRETE SIDEWALK
- FENCE LINE

LOT INFORMATION

LOT	THE EAST 26.0' OF LOT SEVENTEEN (17) + LOT EIGHTEEN (18) + LOT NINETEEN (19) + LOT 20A
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SUBDIVISION	AVALON ADDITION
CITY	MIDLAND
COUNTY	MIDLAND
STATE	TEXAS
LOT SIZE	0.615 ACRES = 26,805 SF
ZONING	SF1 - SINGLE FAMILY DWELLING DISTRICT

DATE
01/28/2026
REVISIONS
1 02/23/2026
DRAWN BY
JAWSON

CORNERSTONE DESIGN GROUP
PHONE: (432) 684-8005

SHEET TITLE
NEW SITE PLAN

01/28/2026
REGISTERED ARCHITECT
JOHN DAVID WILSON
86681
STATE OF TEXAS
WILSON ARCHITECTURE
4909 LOCKETT MEMORIAL ROAD
MIDLAND, TEXAS 79703

BARELA ADDITION
1603 STANOLIND AVENUE
MIDLAND, TEXAS 79705
PROJECT NUMBER: 24077

SHEET NUMBER
A-1.2
SHEET 3 OF 17

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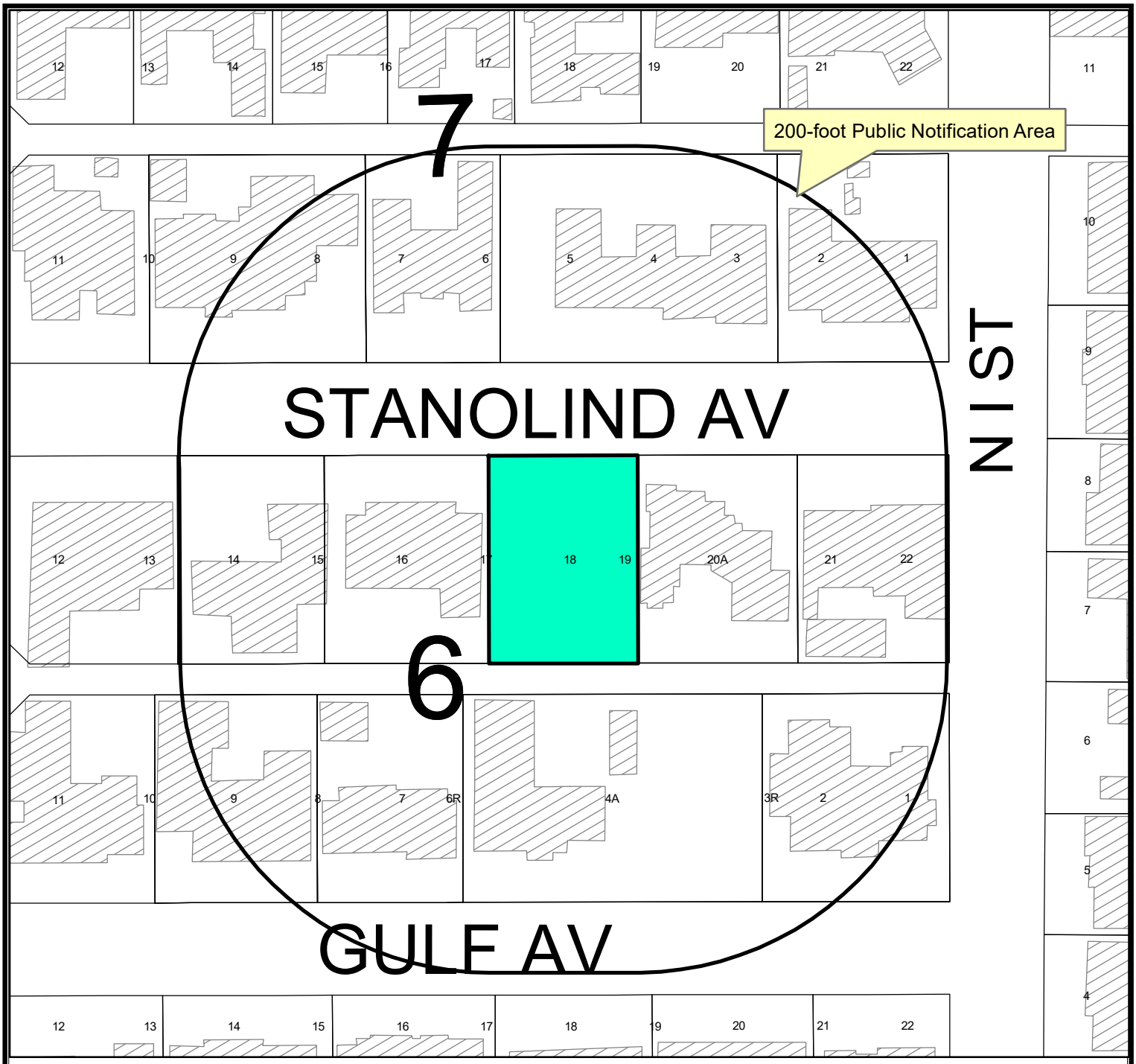


Location Map

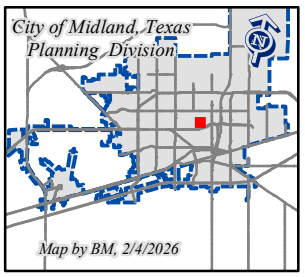
E-26-0153 **Scale: 1" = 93'**

Consider a request by John Covington, on behalf of Frankie Barela, for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – Accessory Buildings and Uses, to permit a reduced minimum rear yard setback on the east 26 feet of Lot 17, all of Lot 18, and the west 14.5 feet of Lot 19, Avalon Addition, City and County of Midland, Texas.

Generally located on the south side of Stanolind Avenue, approximately 230 feet west of North I Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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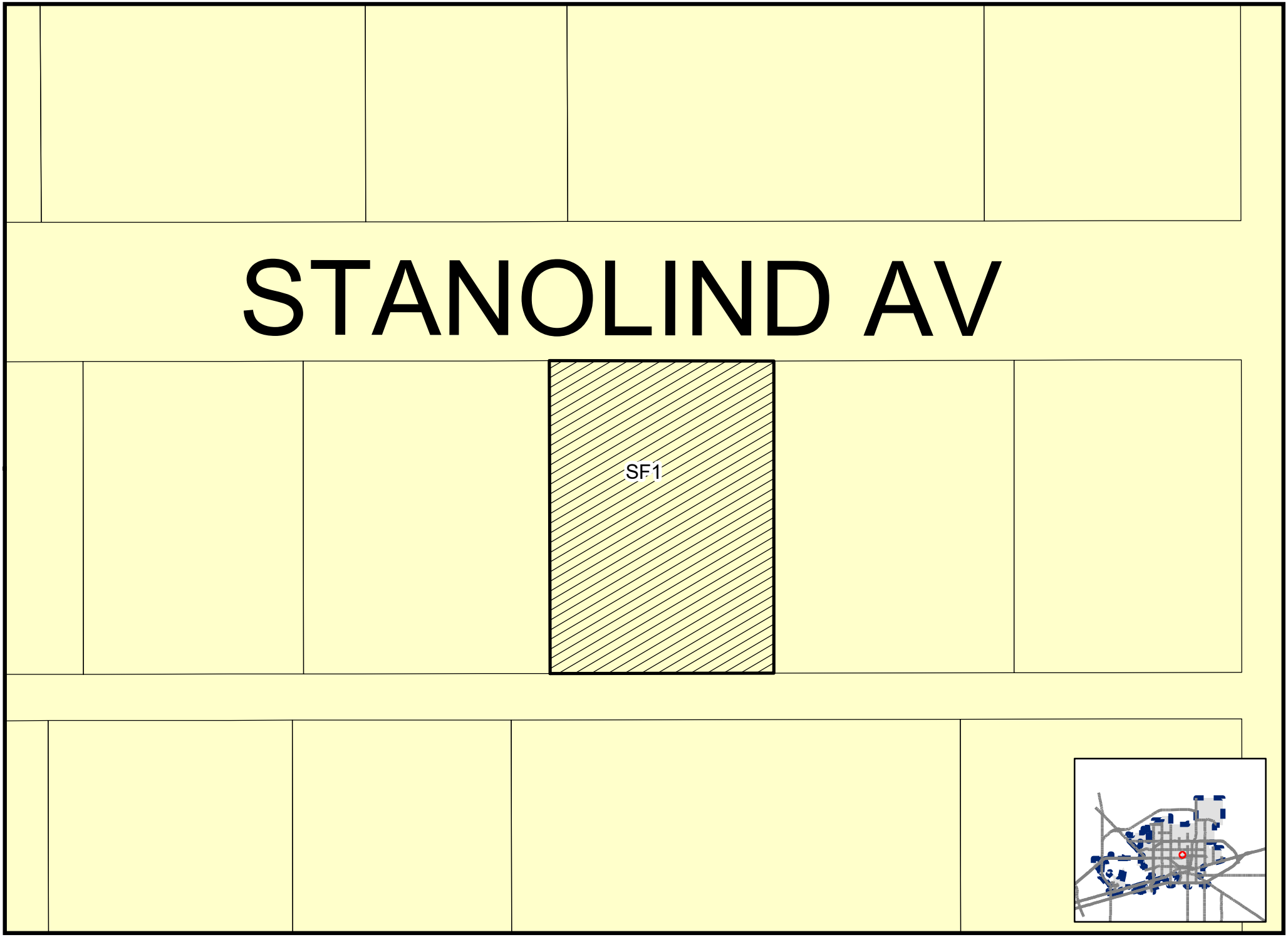
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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



Map by **SUB-** **Scale: 1" = 600'** **ZONING MAP**

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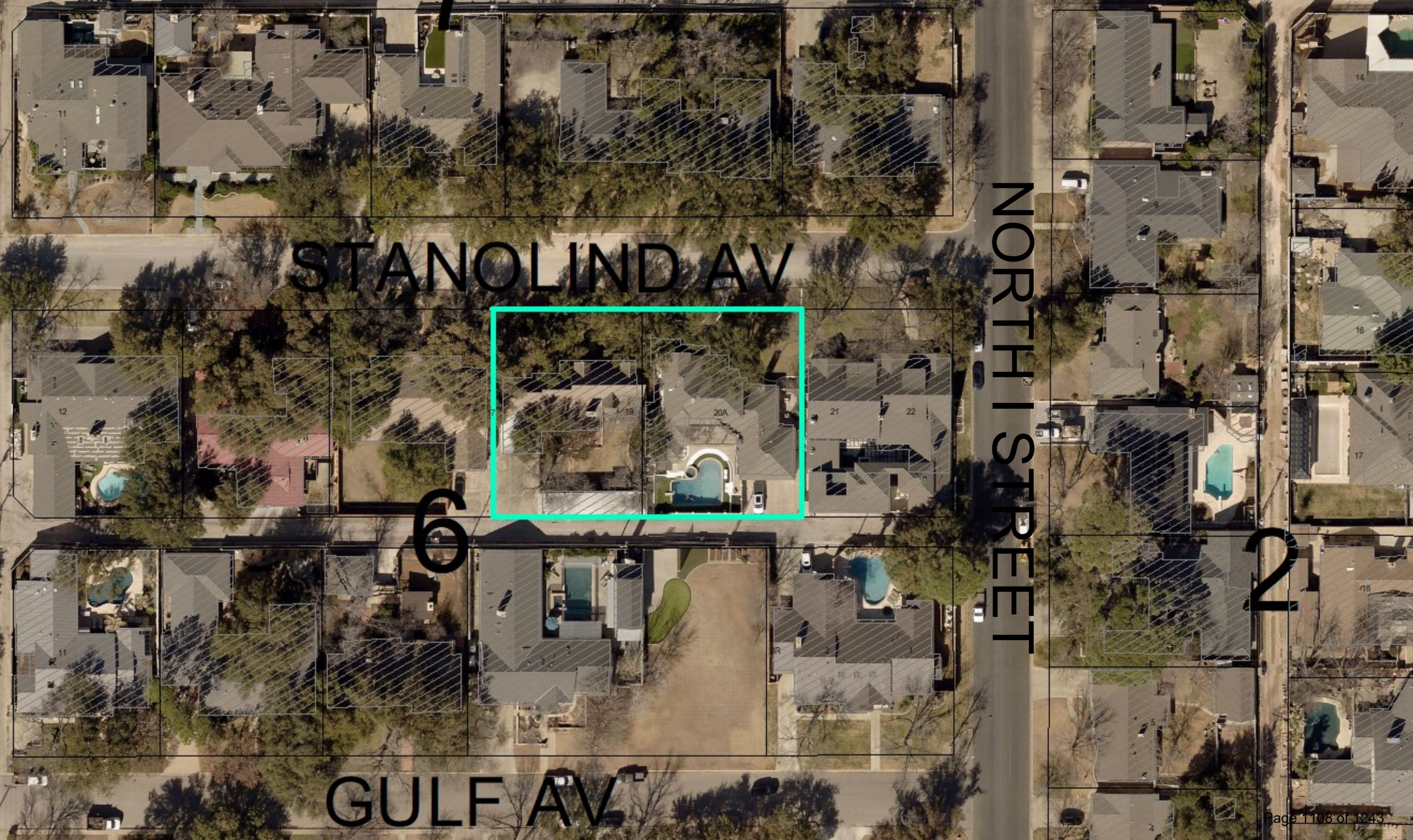
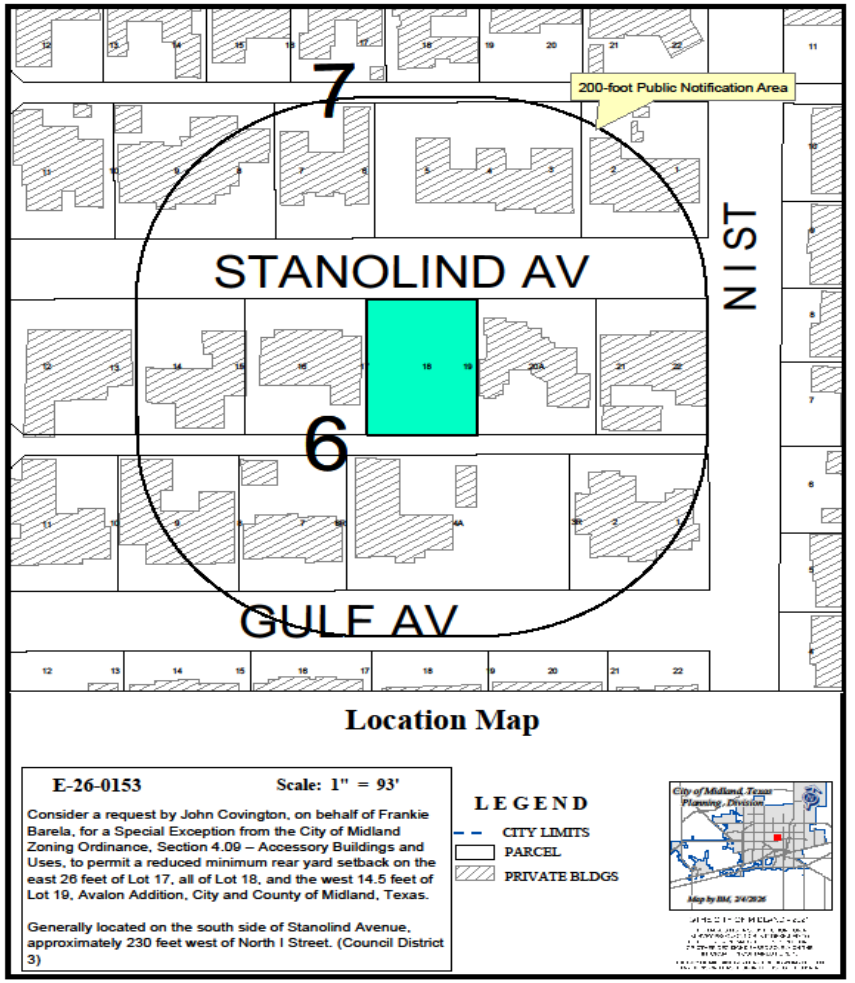

STANOLIND AV
NORTH I STREET
GULF AV
6
2

ZIP system

MIDLAND
Be the Energy!
SPECIAL EXCEPTION
1605 STANOLIND AVENUE
Visit Our Website
MIDLANDTEXAS.GOV

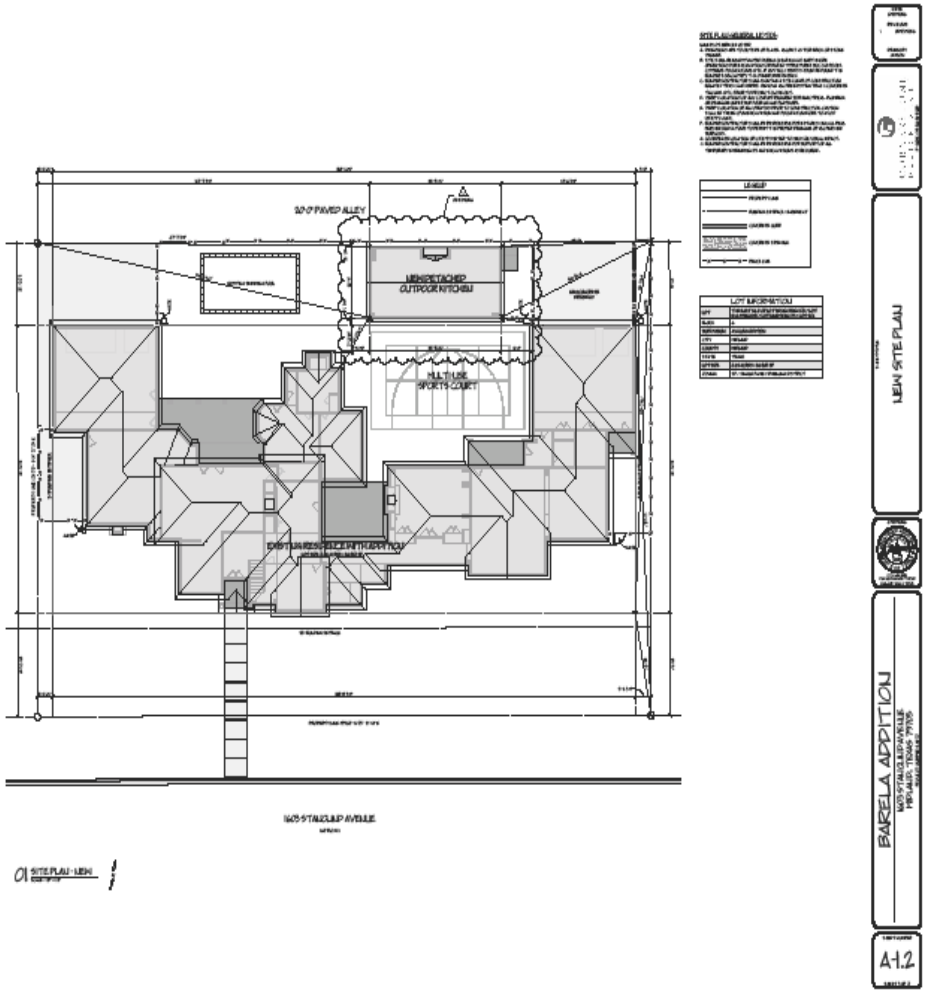
APPLICATION SUMMARY

- **Applicant:** John Covington
- **Property Owner:** Frankie Barela
- **Location:** 1605 Stanolind Avenue
- **Reason for Request:** For a reduced minimum rear setback



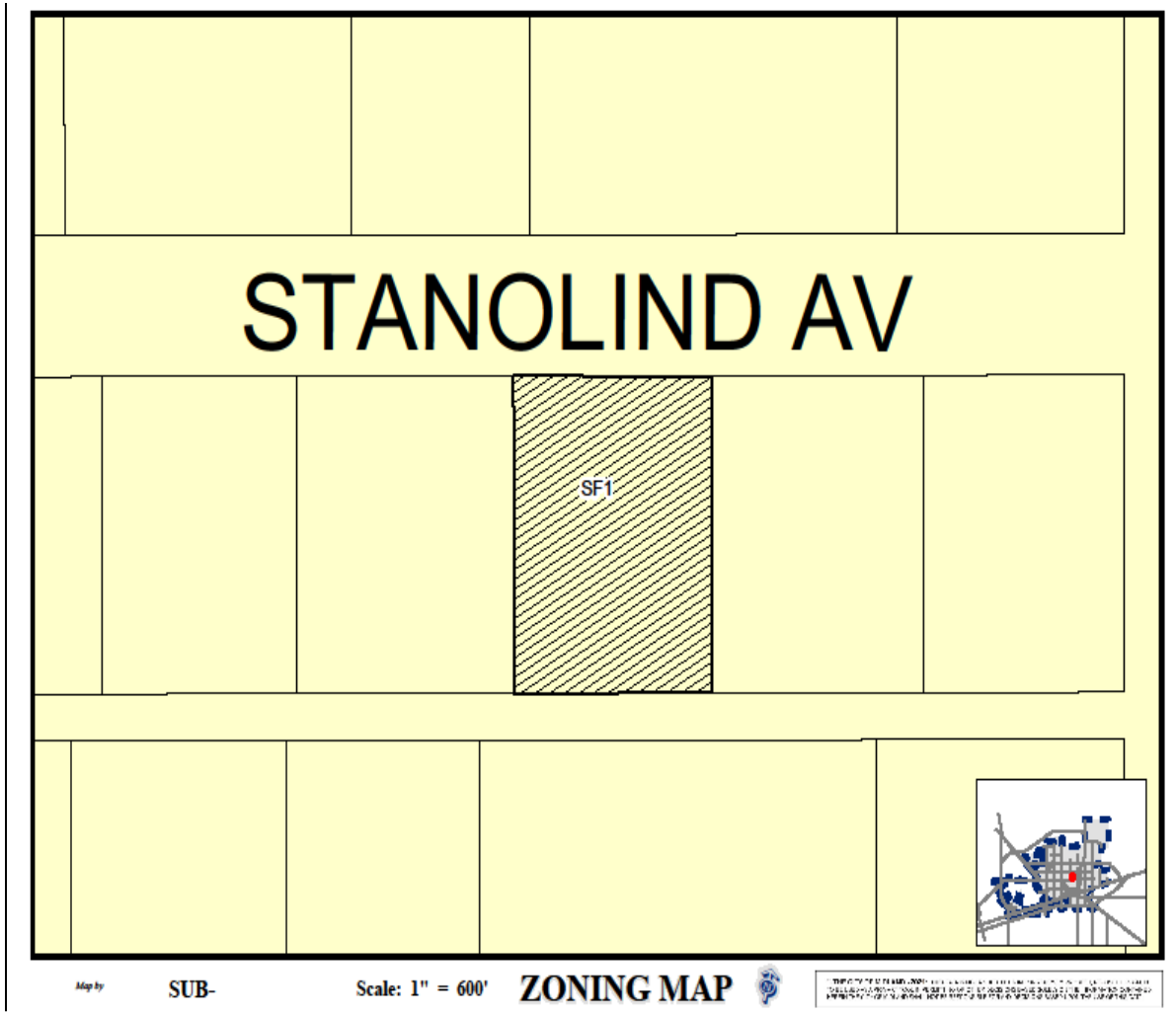
DETAILS OF REQUEST

- **Code Requirement:** The minimum rear setback for the SF-1, Single-Family Dwelling District is 5 feet per Section 5.04-Residential Zoning District Dimensional Regulations Chart.
- **Variance Requested:** 0 feet



ZONING

- **Current Zoning:** SF-1. Single-Family Dwelling District
- **Surrounding Zoning:**
  - **North/East/South/West:** SF-1, Single-Family Dwelling District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Single-Family Housing
- **Surrounding Uses:**
  - **North/South/East/West:** Single-Family Housing
- **Proposed Use:** Single-Family Housing

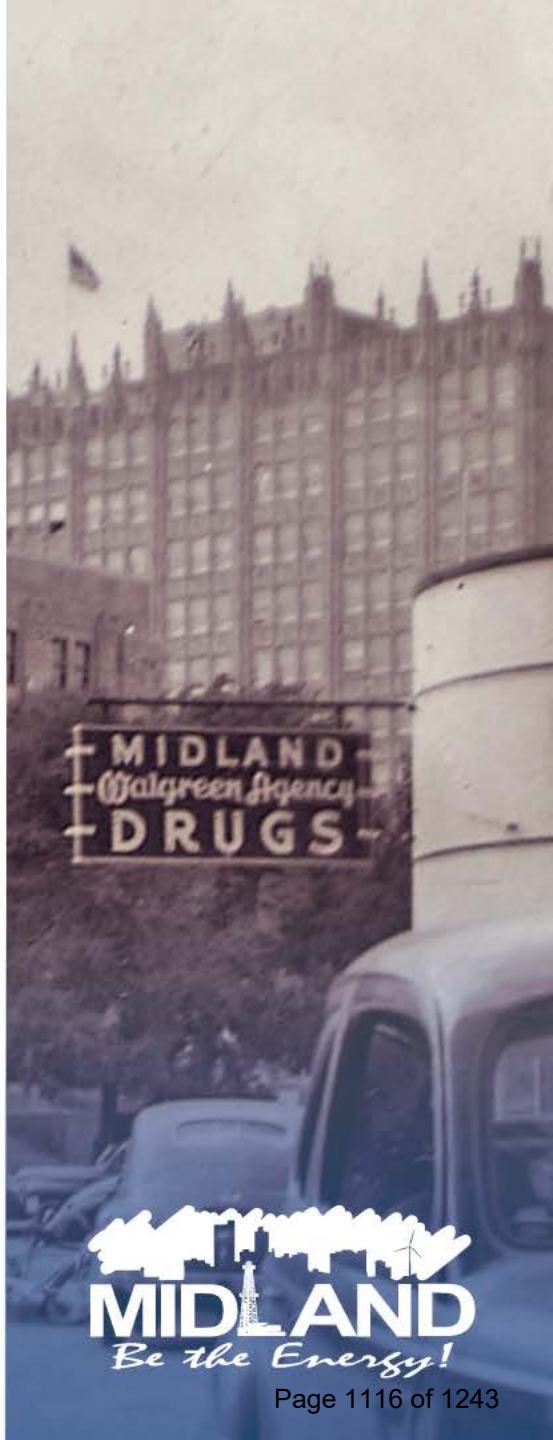
MIDLAND
Be the Energy!

On Stanolind Avenue, Looking South

MIDLAND
Be the Energy!

RELATED ITEMS

- This property is currently going through the replat process



STAFF'S RECOMMENDATION

- No objections were received.
- Staff **recommends approval** of this request with the following conditions:

A. That the reduced minimum rear yard setback allowed by this ordinance shall apply only to the "NEW DETACHED OUTDOOR KITCHEN" shown in the site plan, which is attached hereto as Exhibit A and incorporated herein.

B. That the minimum rear yard setback shall be zero (0') feet.

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: March 24, 2026
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE EAST 55 FEET OF LOTS 12 AND 13, BLOCK 1, EDWARDS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF MISSISSIPPI AVENUE, APPROXIMATELY 70 FEET EAST OF NORTH FORT WORTH 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:
Magrym Consulting, on behalf of Phun Cung, is requesting to rezone the property located at 503 Mississippi Avenue from MF-16, Multiple-Family Dwelling District, to SF-3, Single-Family Dwelling District for the construction of a new 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:
Current Zoning:

MF-16, Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north, east, and west are zoned MF-16, Multiple Family Dwelling District and the properties to the south are zoned C, Commercial District. All surrounding land use is single-family housing.

Analysis:

The subject property is located at 503 Mississippi Avenue. The applicant is seeking a zone change to SF-3, Single-Family Dwelling District to construct a new single-family house. The current zoning would not allow for the construction. The surrounding area is developed as single-family housing, so this property's proposed use would align with the nearby properties.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban Residential Medium (UR-M) This designation allows 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:

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 MF-16, Multiple-Family Dwelling District, to SF-3, Single-Family Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of March 20, 2026.

Attachments:

A. ORDINANCE - Z-26-0472.MF-16 to SF-3 Ord
B. CC - 503 Mississppi
C. Z-26-0472, Combined Docs

Angelina Bettanini, Development Services	Created/Initiated - 3/12/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/16/2026
Morris Williams, City Manager	Approved - 3/16/2026
Jan Hamilton, City Secretary	Final Approval - 3/17/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE EAST 55 FEET OF LOTS 12 AND 13, BLOCK 1, EDWARDS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF MISSISSIPPI AVENUE, APPROXIMATELY 70 FEET EAST OF NORTH FORT WORTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning the east 55 feet of Lots 12 and 13, Block 1, Edwards Addition, City and County of Midland, Texas (the "Property"), to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-16, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; 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

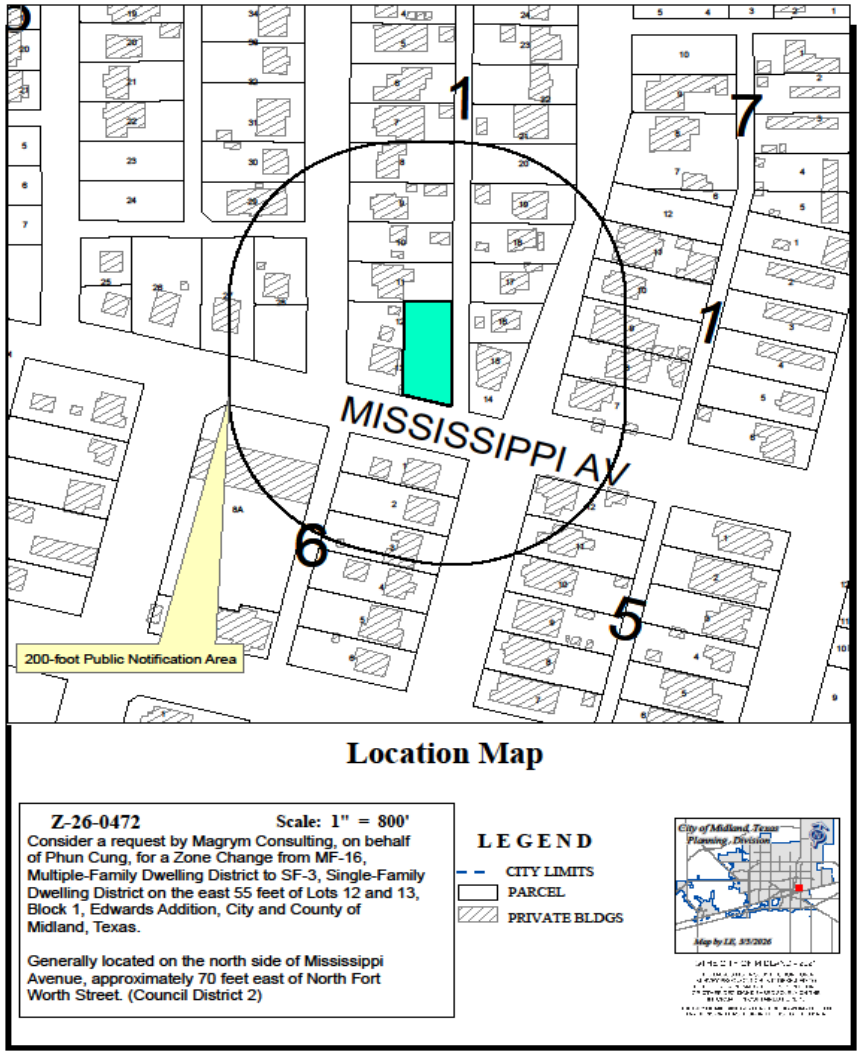
APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

MIDLAND
Be the Energy!
ZONE CHANGE
503 MISSISSIPPI AVENUE
Visit Our Website
MIDLANDTEXAS.GOV

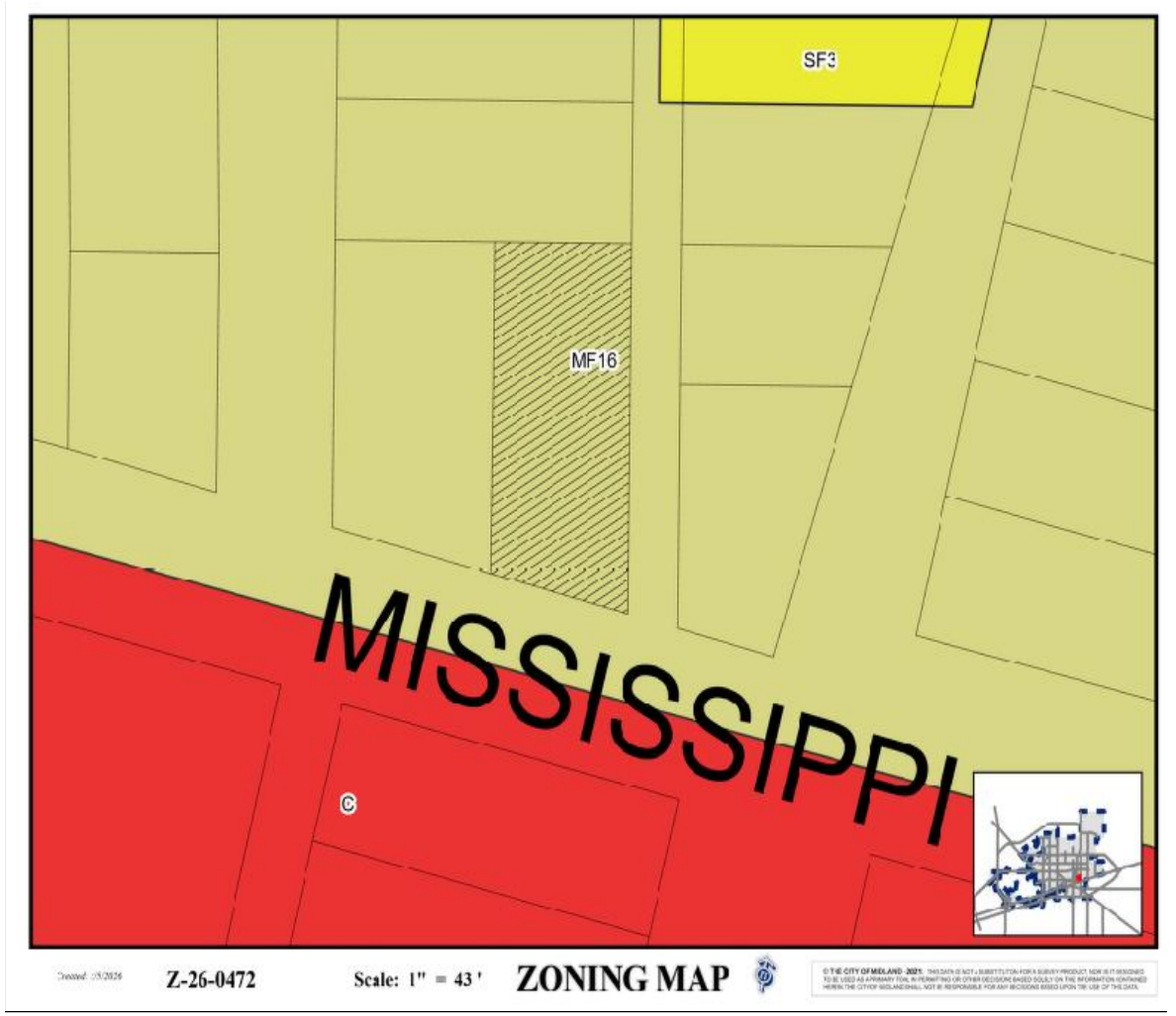
APPLICATION SUMMARY

- **Property Owner:** Phun Cung
- **Representative:** Ed Aleman, with Magrym Consulting
- **Location:** 503 Mississippi Avenue (Council District 2)
- **Reason for Request: To construct a new single-family dwelling**



ZONING

- **Current Zoning:** MF-16, Multiple-Family Dwelling District
- **Surrounding Zoning:**
  - **North/East/West:** MF-16, Multiple Family Dwelling District
  - **South:** C, Commercial District



LAND USE

- **Current Use:** Single-Family Dwelling
- **Surrounding Uses:**
  - **North/East/South/West:** Single-Family Housing

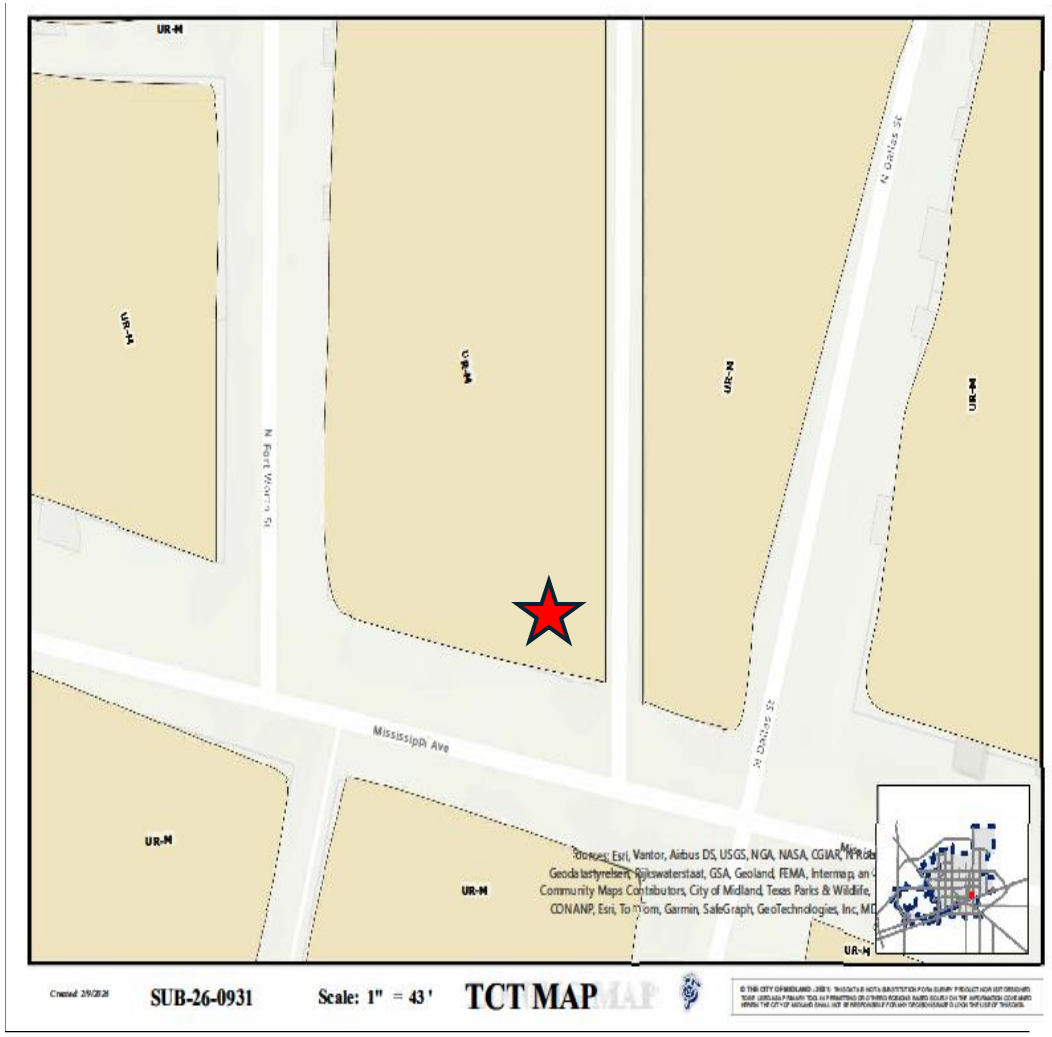
On Mississippi Avenue, Looking North

5

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **TCT Land Use Designation:** Urban Residential Medium, (UR-M)
- **Supporting Uses:** Restrictive land use, emphasizing a mix of housing styles including single-family detached, single-family attached, and townhouses.
- This request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



STAFF'S RECOMMENDATION

- The Planning & Zoning Commission approved this request on 3/16/2026.
- 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.

503 E. MISSISSIPPI AVE.

ACCORDING TO THE FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NO. 480477 0005B, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, AN INCORPORATED AREA, DATED NOVEMBER 28, 1978, AS ISSUED BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, THE SUBJECT PROPERTY DOES NOT LIE IN AN AREA WHICH HAS BEEN DESIGNATED AS A FLOOD PLAIN.

CENSUS TRACT NO. 8

PREPARED FOR MARGARITA RAMIREZ

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND AND THAT THIS PLAT IS A CORRECT REPRESENTATION THEREOF.

THERE ARE NO ENCROACHMENTS.

THIS 11TH DAY OF OCTOBER 1985

MAX A SCHUMANN JR
REG. PUBLIC SURVEYOR

STATE OF TEXAS
Max A. Schumann, Jr.
137
PUBLIC SURVEYOR

SURVEY PLAT

THE EAST 55.0 FEET OF LOTS 12 & 13

BLOCK 1

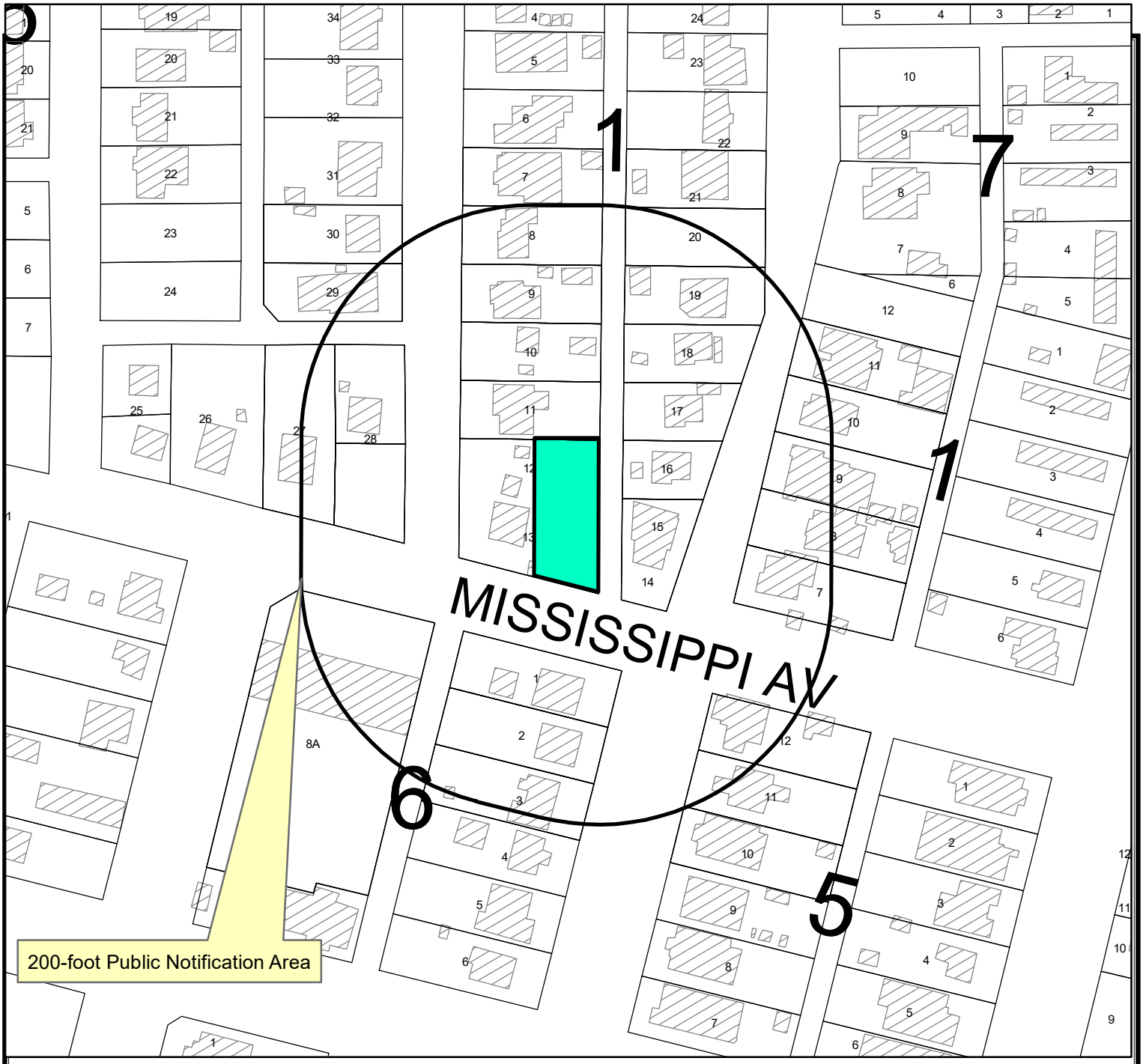
EDWARDS ADDITION

AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, AS PER PLAT RECORDED IN CABINET "B", PAGE 45, P/R.

SCALE: 1" = 20'

JOB NO. 52,672

SCHUMANN ENGINEERING CO., INC.
BOX 504 A/C 915 - 684 - 5548
MIDLAND, TEXAS 79702-0504



Location Map

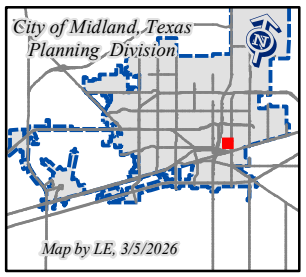
Z-26-0472 **Scale: 1" = 800'**

Consider a request by Magrym Consulting, on behalf of Phun Cung, for a Zone Change from MF-16, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on the east 55 feet of Lots 12 and 13, Block 1, Edwards Addition, City and County of Midland, Texas.

Generally located on the north side of Mississippi Avenue, approximately 70 feet east of North Fort Worth Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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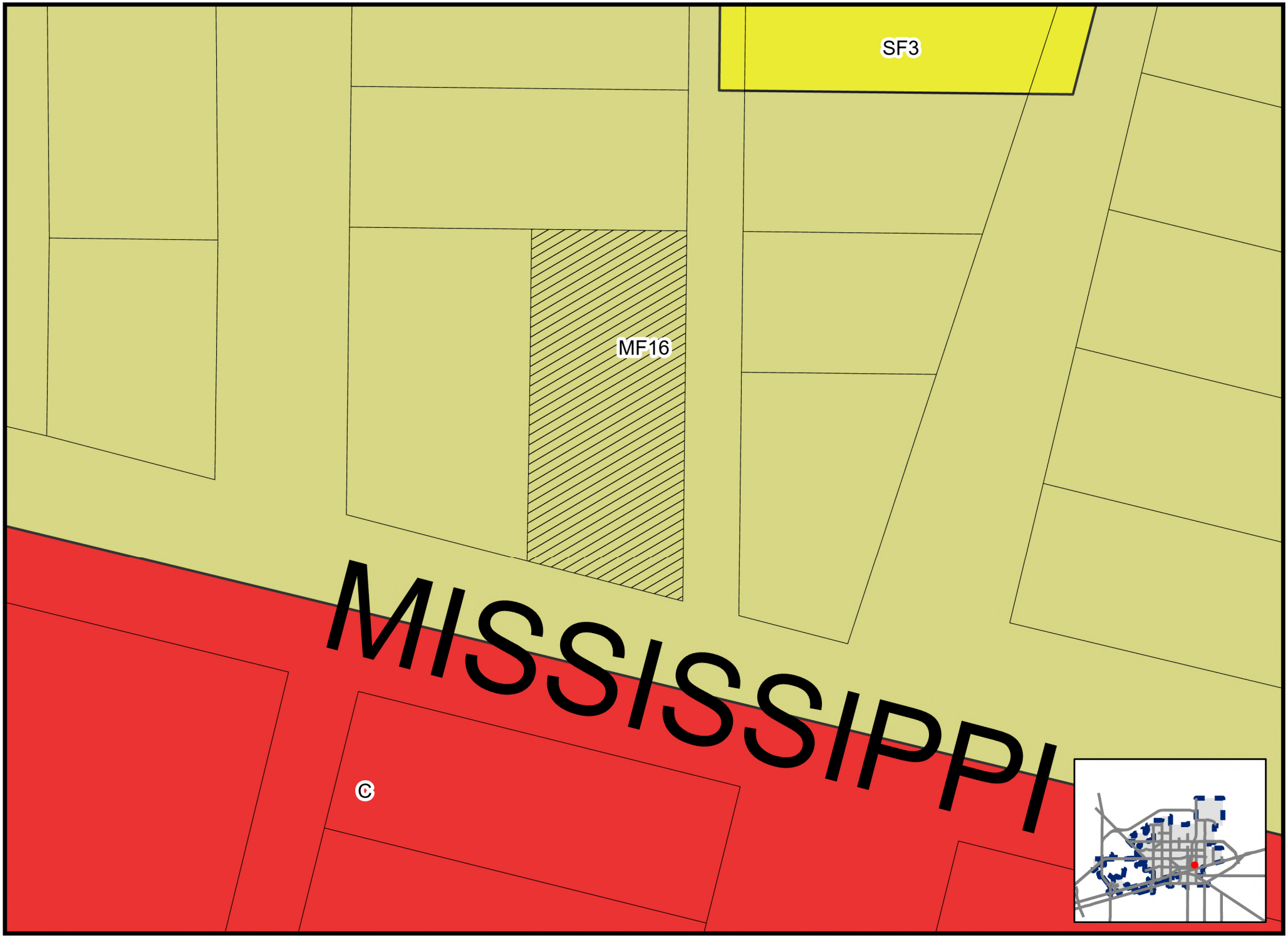
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Created: 3/5/2026

Z-26-0472

Scale: 1" = 43 '

ZONING MAP

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MISSISSIPPI AV

City Council Meeting

Item Number: 41.
Meeting Date: March 24, 2026
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1 AND THE EAST 23 FEET OF LOT 2, BLOCK 3, RESUBDIVISION OF BLOCK 3 OF JOHNSON AND MORAN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF HARVARD AVENUE AND LANHAM STREET), BY PERMITTING (1) A REDUCED MINIMUM REAR YARD SETBACK AND (2) REDUCED MINIMUM SIDE YARD SETBACKS ON THE EAST AND WEST SIDES OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

Purpose:
Trevor and Monica Herington, 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 rear yard setback for the property at 2501 Harvard Ave, in order to construct a new accessory structure, and bring the current nonconforming structure into compliance.

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 SF-1, Single-Family Dwelling District. Per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum required rear setback is 5’, the minimum interior side setback is 5’, and the minimum corner lot side setback is 15’.

There are multiple nearby properties enjoy the privileges of reduced setbacks, including the

abutting property to the south and west. Based off the multiple surrounding lots in this area that also do not meet the minimum setback requirement, the proposed addition would not affect the character of the neighborhood. The subject property is currently a single-family home, and the applicant intends to add a accessory structure and bring the current accessory building into compliance..

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 objection. [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 the same privileges of reduced minimum setbacks subject to the following conditions.

Conditions:

A. That the reduced minimum rear yard setback for the accessory buildings identified as a "Existing Bldg" and "Proposed Project" in the site plan, which is attached hereto as Exhibit A and incorporated herein.

B. That the minimum rear yard setback shall be zero (0') feet.

C. That the minimum aide yard setback shall be zero (0') feet.
Letters of Objection:

Staff has not received any letters of objection as of March 20, 2026.

Attachments:
A. ORDINANCE WITH EXHIBIT - E-26-0155.Trevor & Monica Herington - Red Min Rear &

Side Yard Setbacks Ord w Exh
B. E-26-0155, Combined Docs
C. CC - - 2501 Harvard Ave, Special Exception

Angelina Bettanini, Development Services	Created/Initiated - 3/12/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/16/2026
Morris Williams, City Manager	Approved - 3/16/2026
Jan Hamilton, City Secretary	Final Approval - 3/17/2026

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1 AND THE EAST 23 FEET OF LOT 2, BLOCK 3, RESUBDIVISION OF BLOCK 3 OF JOHNSON AND MORAN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF HARVARD AVENUE AND LANHAM STREET), BY PERMITTING (1) A REDUCED MINIMUM REAR YARD SETBACK AND (2) REDUCED MINIMUM SIDE YARD SETBACKS ON THE EAST AND WEST SIDES OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lot 1 and the east 23 feet of Lot 2, Block 3, Resubdivision of Block 3 of Johnson and Moran Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow (1) a reduced minimum rear yard setback and (2) reduced minimum side yard setbacks on the east and west sides of the Property.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the reduced minimum rear yard setback and the reduced minimum side yard setbacks described herein shall apply only to the accessory buildings identified as the "EXISTING BLDG" and the "PROPOSED PROJECT" in the site plan, which is attached hereto as Exhibit A and incorporated herein.

B. That the minimum rear yard setback shall be zero feet (0').

C. That the minimum side yard setbacks on the east and west sides of the Property shall be zero feet (0').

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., 2026; 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

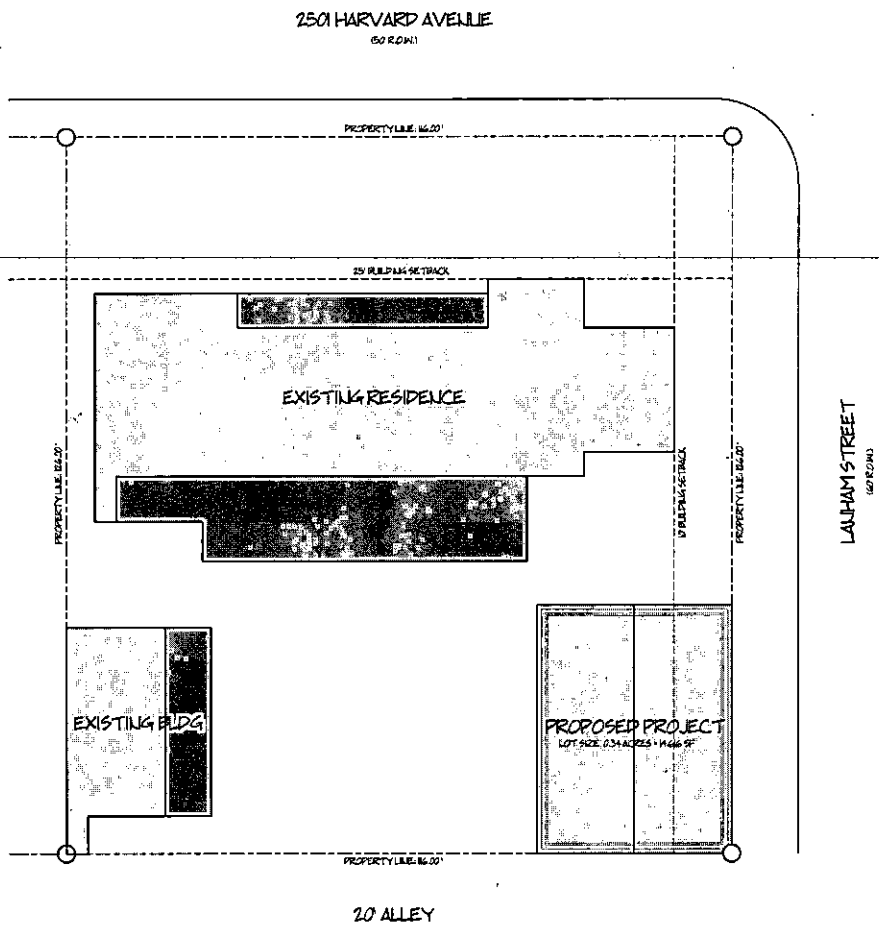
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A



01 SITE PLAN OPT 2
SCALE: 1" = 10'-0"

DATE
02/04/2025
REVISION
DRAWN BY
JAYSON

CORNERSTONE DESIGN GROUP

SHEET TITLE
SITE PLAN OPTION 2

PRELIMINARY
NOT FOR CONSTRUCTION

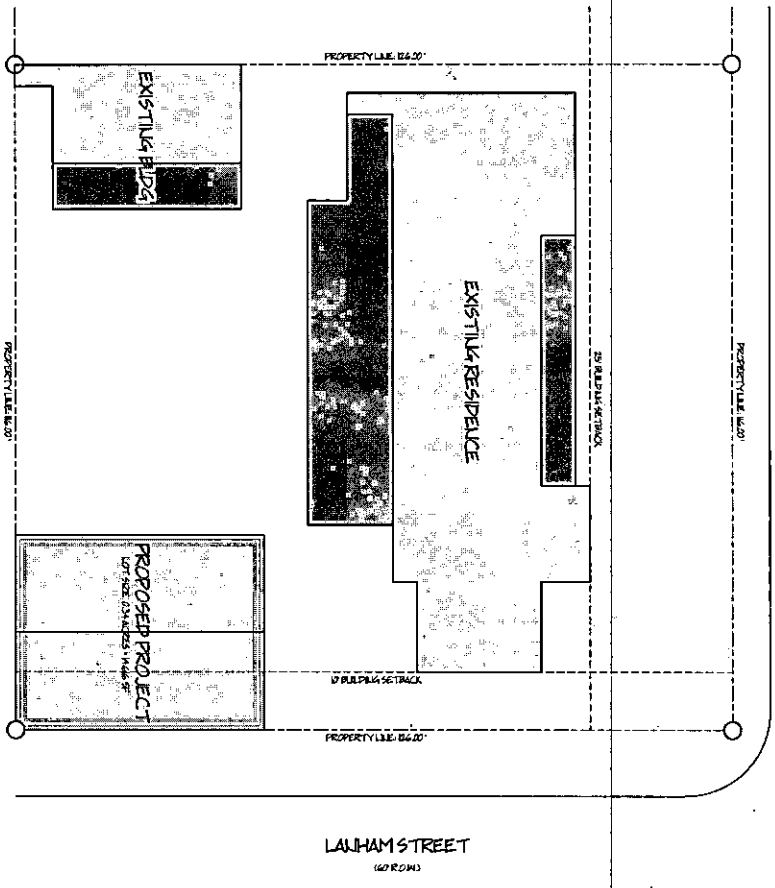
HERINGTON GARAGE
2501 HARVARD AVENUE
MIDLAND, TEXAS 79701

SHEET NUMBER
A-1.2
SHEET 2 OF 2

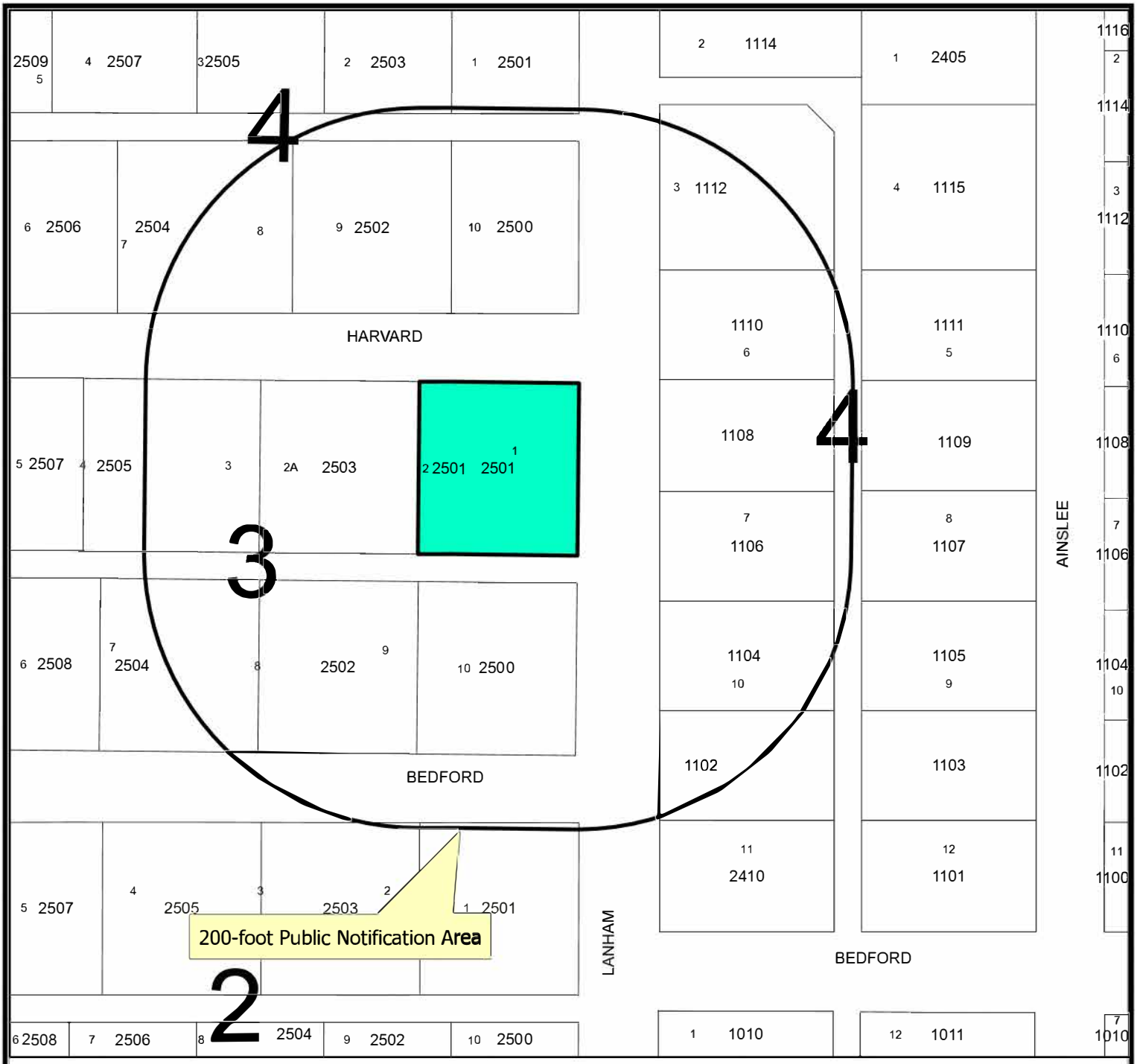
2/4/2025 9:10:37 AM

2/19/2025 9:10:37 AM

01 SITE PLAN OPT 2
SCALE: 1"=10'-0"



SHEET NUMBER A-1.2 SHEET 2 OF 2	HERINGTON GARAGE 2501 HARVARD AVENUE MIDLAND, TEXAS 79701 PROJECT NUMBER: 25021	PRELIMINARY NOT FOR CONSTRUCTION	SHEET TITLE SITE PLAN OPTION 2	CORNERSTONE DESIGN GROUP PHONE: (432) 684-8005	PRELIMINARY SUBMITTAL	DATE 02/19/2025 REVISION



Location Map

E-26-0155 **Scale: 1" = 104'**

Consider a request by Trevor and Monica Herington, for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – Accessory Buildings and Uses, to permit a reduced minimum side and rear yard setback on the east 23 feet of Lot 2, all of Lot 1, Block 3, Johnson and Moran Addition, Section 9, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of Harvard Avenue and Lanham Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

City of Midland, Texas
Planning Division

Map by

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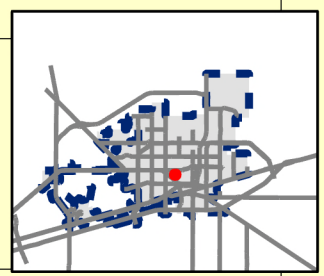
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

HARVARD AV

SF1



Created: 3/5/2026

E-26-0155

Scale: 1" = 67 '

ZONING MAP

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LANHAM
3
4
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1106
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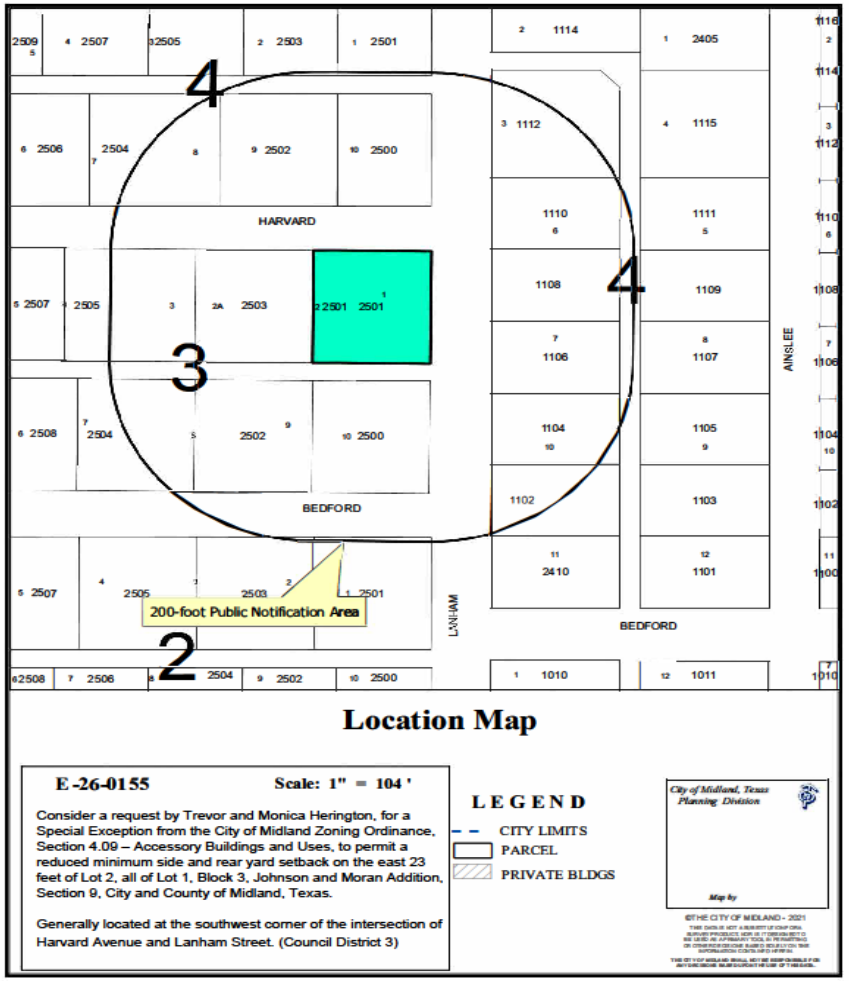
MIDLAND
Be the Energy!
SPECIAL EXCEPTION
2501 HARVARD AVENUE
Visit Our Website
MIDLANDTEXAS.GOV

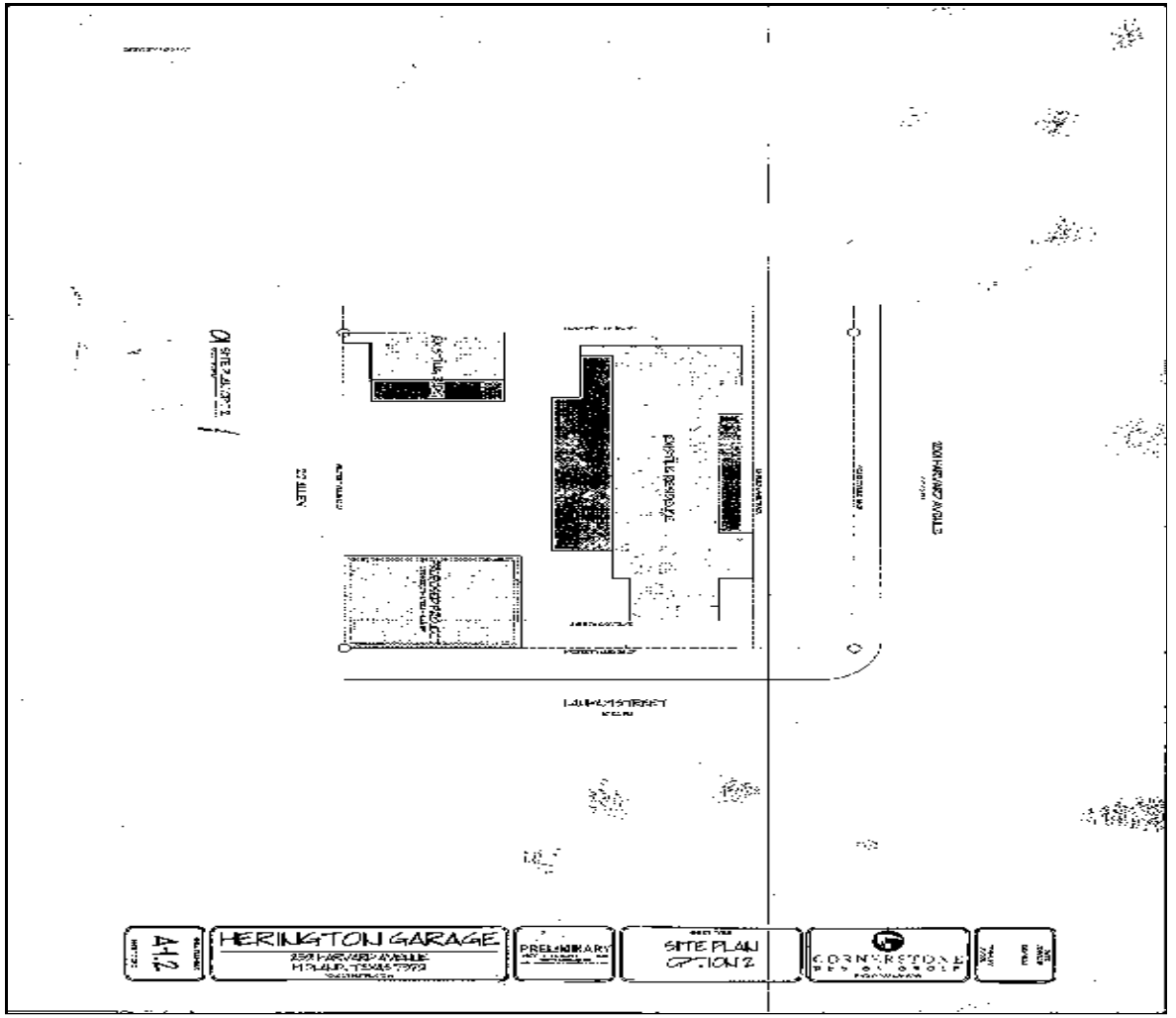
APPLICATION SUMMARY

- **Applicant/Property Owner:** Trevor & Monica Herington
- **Location:** 2501 Harvard Avenue (Council District 3)
- **Reason for Request:** For a reduced minimum side and rear setback



DETAILS OF REQUEST

- **Code Requirement:** The minimum side and rear setbacks for the SF-1, Single-Family Dwelling District is 5 feet, and 15 feet for corner lots per Section 5.04- Residential Zoning District Dimensional Regulations Chart.
- **Variance Requested:** 0 feet



MIDLAND
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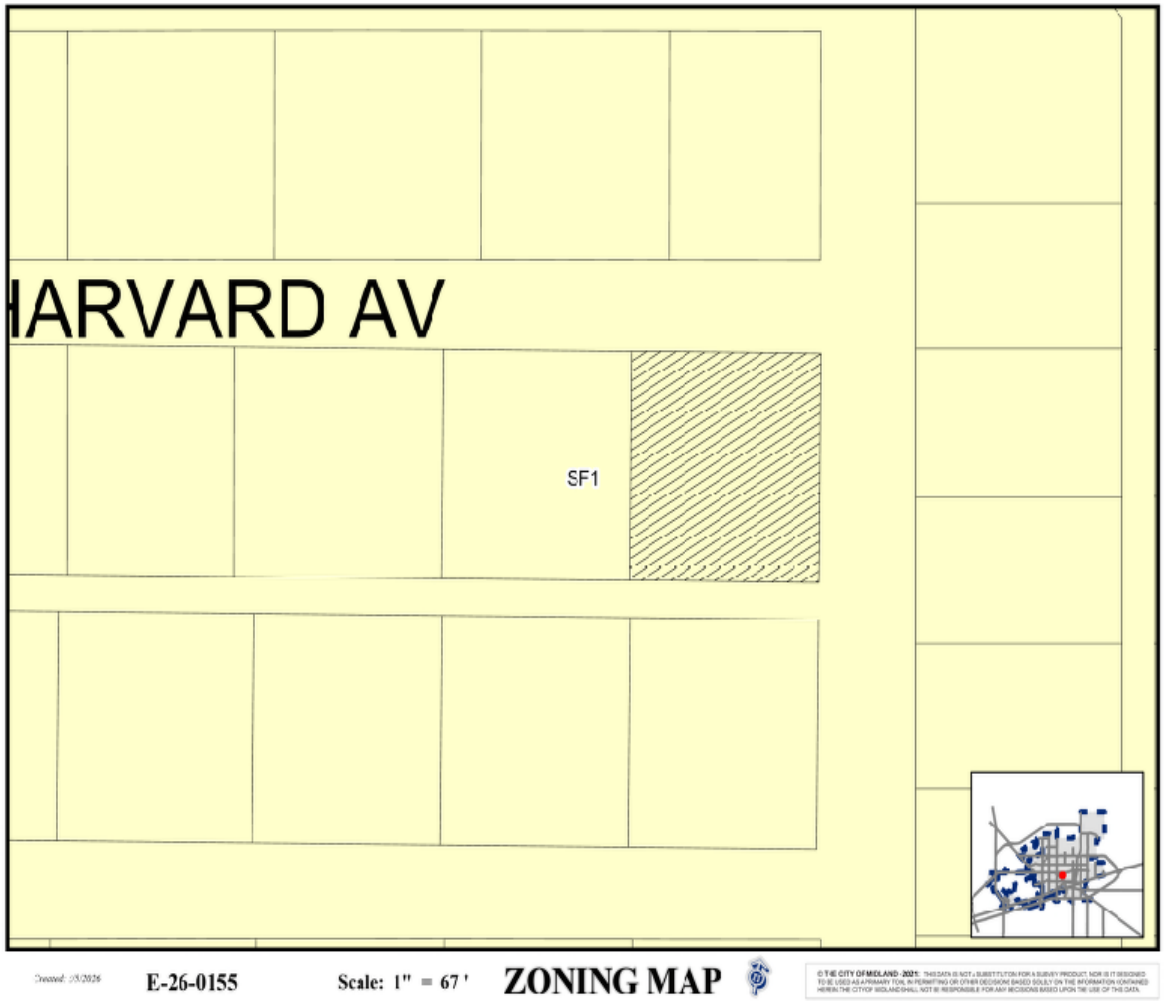
ZONING

- **Current Zoning:** SF-1. Single-Family Dwelling District
- **Surrounding Zoning:**
  - **North/East/South/West:** SF-1, Single-Family Dwelling District



LAND USE

- **Current Use:** Single-Family Housing
- **Surrounding Uses:**
  - **North/South/East/West:** Single-Family Housing
- **Proposed Use:** Single-Family Housing

MIDLAND
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On Harvard Avenue, Looking South

MIDLAND
Be the Energy!

STAFF'S RECOMMENDATION

- No objections were received.
- Staff **recommends approval** of this request with the following conditions:

A. That the reduced minimum rear yard setback and the reduced minimum side yard setbacks described herein shall apply only to the accessory buildings identified as the "EXISTING BLDG" and the "PROPOSED PROJECT" in the site plan, which is attached hereto as Exhibit A and incorporated herein.
B. That the minimum rear yard setback shall be zero (0') feet.
C. That the minimum side yard setbacks on the east and west sides of the Property shall be zero feet (0').

MISSION

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

City Council Meeting

Item Number: 42.
Meeting Date: March 24, 2026
To: City Council
From: Lori Elliott, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.50-ACRE TRACT OF LAND OUT OF SECTION 36, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM BP, I-20 BUSINESS PARK DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH ADAMS STREET AND SOUTH 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:

The applicant, Heather Welch-Westfall, on behalf of Eddyberto Gonzalez, is requesting a Zone Change from BP-, I-20 Business Park District to LI, Light Industrial District to be able to construct a mechanic shop on the property generally located at the southeast corner of the intersection of North Adams Street and South Street.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

BP, I-20 Business Park District

Surrounding Zoning and Land Use:

The properties to the north are zoned as LI, Light Industrial District and consist of industrial and

commercial businesses. The properties to the south and east are zoned BP, I-20 Business Park District, and are vacant lots. To the west is zoned LI, Light Industrial District, and consists of an industrial shop and parking lot.

Analysis:

The subject property is generally located at the southeast corner of the intersection of North Adams Street and South Street. The property is currently zoned BP, I-20 Business Park District. The applicant is seeking this zone change to allow for the desired use of a mechanic shop.

The Tall City Tomorrow Comprehensive Plan, Chapter 3, designates this area as GI, General Industrial. Supported uses are all types of industrial, to include manufacturing, warehousing, and office/industrial flex space. The ideal zoning district(s) would be Industrial.

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.]

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, planning/zoning requirements, established setbacks, Health department regulations, 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:

Therefore, staff recommends approval of this Zone Change from BP, I-20 Business Park District to LI, Light Industrial District.

Letters of Objection:

As of March 20, 2026, staff has received no letters of objection for this request.

Attachments:

A. ORDINANCE WITH EXHIBIT - Z-26-0474.BP to LI Ord w Exh
B. Z-26-0474, Moreno Addition Zone Change, Combined
C. CC - - Moreno Addition Zone Change (BP to LI)

Britton Murry, Development Services	Created/Initiated - 3/11/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/16/2026
Morris Williams, City Manager	Approved - 3/16/2026
Jan Hamilton, City Secretary	Final Approval - 3/17/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.50-ACRE TRACT OF LAND OUT OF SECTION 36, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM BP, I-20 BUSINESS PARK DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH ADAMS STREET AND SOUTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 0.50-acre tract of land out of Section 36, Block 39, T-1-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 LI, Light Industrial District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from BP, I-20 Business Park District to LI, Light Industrial 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., 2026; 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

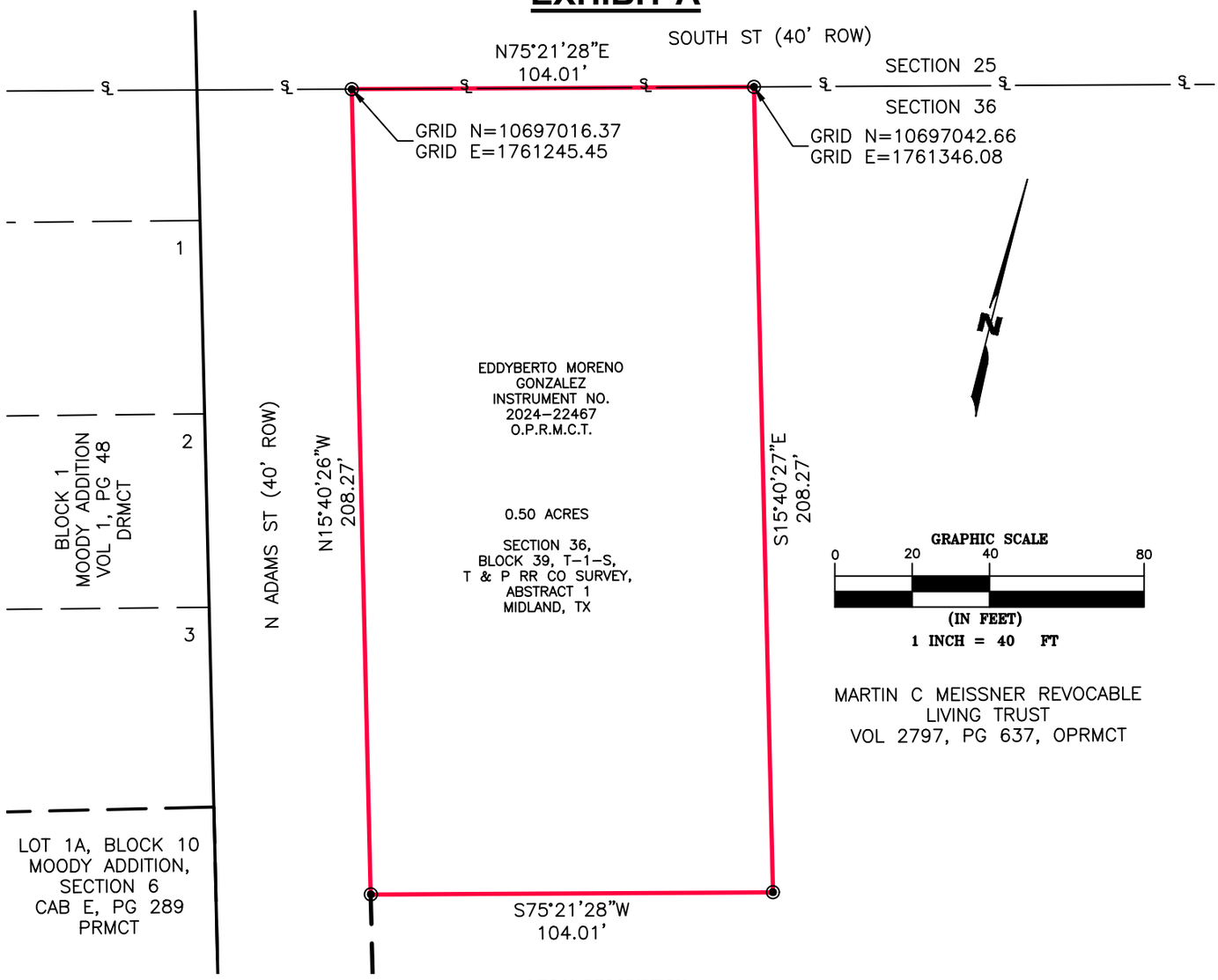
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A



LEGAL DESCRIPTION

BEING A 0.50 ACRE TRACT OF LAND OUT OF THE SECTION 36, BLOCK 39, T-1-S, T & P RR CO SURVEY, MIDLAND COUNTY, TEXAS AND BEING THE SAME TRACT AS THAT TRACT TO EDDYBERTO MORENO GONZALEZ ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NUMBER 2024-22467, OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET 1/2-INCH IRON ROD WITH CAP MARKED "SAM" (N: 10697016.37, E: 1761245.45) FOR THE NORTHWEST CORNER OF THIS TRACT IN THE NORTH LINE OF SECTION 36, AND THE SOUTH LINE OF SOUTH STREET HAVING A 40-FOOT RIGHT-OF-WAY;

THENCE N 75°21'28" E, WITH THE NORTH LINE OF SAID SECTION 36, COMMON TO THE SOUTH LINE OF SAID SOUTH STREET, A DISTANCE OF 104.01 FEET TO A FOUND 1/2-INCH IRON ROD WITH CAP MARKED "SAM" FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 15°40'27" E, WITH THE WEST LINE OF A TRACT TO MARTIN C. MEISSNER REVOCABLE TRUST ACCORDING TO THE DOCUMENT RECORDED IN VOLUME 2797, PAGE 637, OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS, A DISTANCE OF 208.27 FEET TO A FOUND 1/2-INCH IRON ROD WITH CAP MARKED "SAM" FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S 75°21'28" W, WITH THE NORTH LINE OF SAID MEISSNER TRACT, A DISTANCE OF 104.01 FEET TO A FOUND 1/2-INCH IRON ROD WITH CAP MARKED "SAM" ON THE EAST RIGHT OF WAY OF NORTH ADAMS STREET, HAVING A 40-FOOT RIGHT-OF-WAY FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 15°40'26" W, WITH THE EAST LINE OF SAID ADAMS STREET, A DISTANCE OF 208.27 FEET PASS TO THE POINT OF BEGINNING AND CONTAINING 0.50 ACRES.

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.999906686.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON, AND THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

DATED THIS THE 19th DAY OF FEBRUARY, 2026

JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 6396, STATE OF TEXAS

STATE OF TEXAS
REGISTERED
JENNIFER WARD-NUSZ
6396
PROFESSIONAL
LAND SURVEYOR

DATE OF SURVEY: 2020 & 2025
NOTES:
1) COMPANION PLAT IS FILED IN THE OFFICE OF THIS SURVEYOR AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY UNDER E:\JENNIFER\COUNTIES\MIDLAND\MIDLAND COUNTY BASE NAD83TCZ.DWG
2) COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON CONICAL LAMBERT PROJECTION OF THE "TEXAS CENTRAL ZONE", NORTH AMERICAN DATUM OF 1983. DISTANCES ARE SURFACE AND REFLECT A COMBINED GRID FACTOR OF 0.999906686.
3) THIS SURVEY SUPERCEDES ANY SURVEY OF A EARLIER DATE.

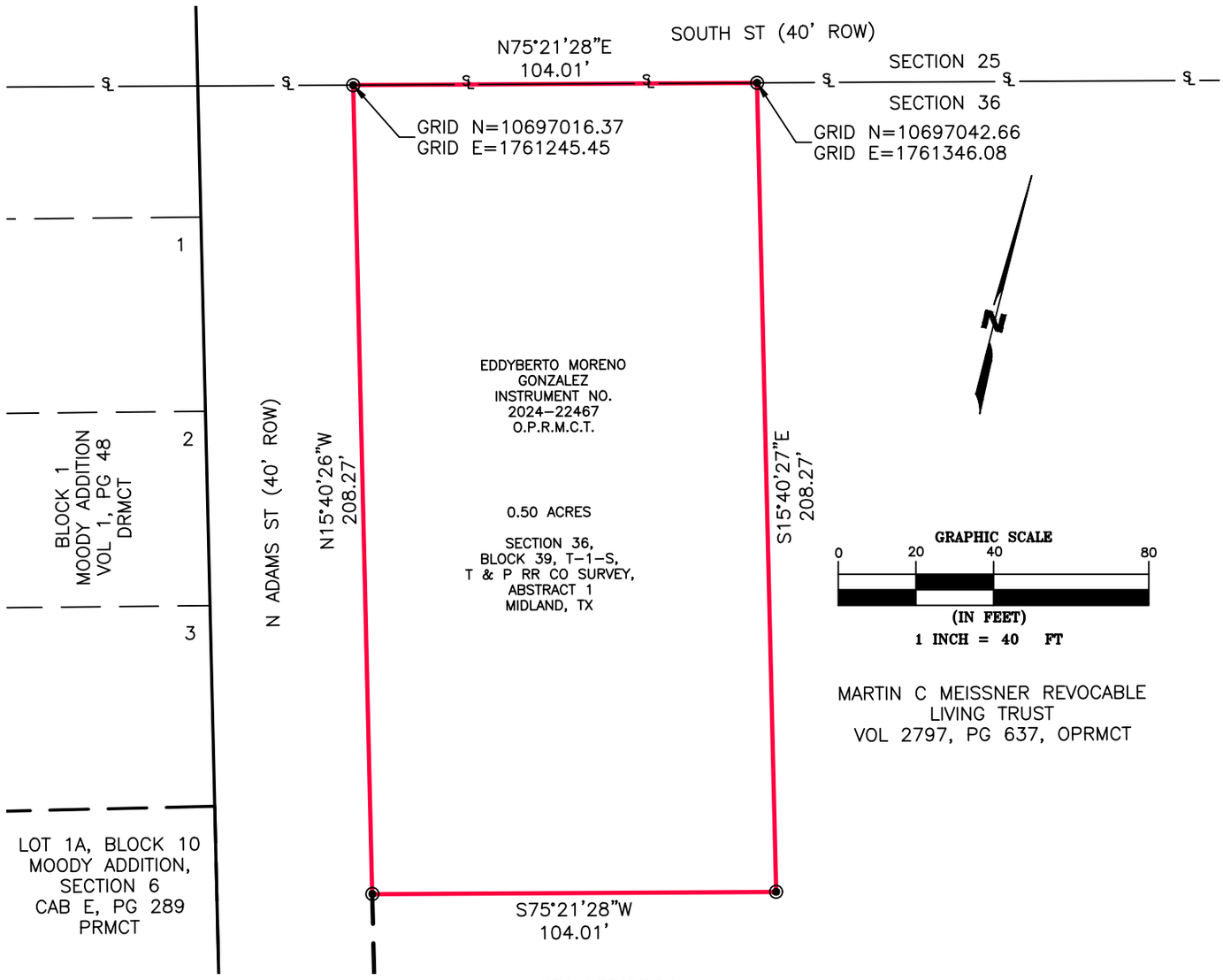
LEGEND

◉	SET 1/2-INCH IRON ROD W/ CAP MR'K "SAM"
P.R.M.C.T.	PLAT RECORDS MIDLAND COUNTY, TEXAS
D.R.M.C.T.	DEED RECORDS MIDLAND COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS
	PROPERTY LINE

PROJECT:	MORENO ZONE CHANGE
JOB NUMBER:	1025095714
DATE:	2/19/2026
SCALE:	1"=40'
OWNER:	MORENO
DRAWN BY:	JLW-N

ZONING CHANGE SURVEY PLAT FOR
0.50 ACRES OF LAND OUT OF
SECTION 36, BLOCK 39, T-1-S,
T & P RR COMPANY SURVEY
MIDLAND COUNTY, TEXAS

SAM™
15 SMITH ROAD, SUITE 2000 MIDLAND, TX 79705
Ofc: 432.699.0601 Fax: 432.699.0661
Email: info@sam.biz
TEXAS FIRM REG NO.: 10064300



LEGAL DESCRIPTION

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BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS CENTRAL ZONE (4203). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.999906686.

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DATED THIS THE 19th DAY OF FEBRUARY, 2026

JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 6396, STATE OF TEXAS

STATE OF TEXAS
REGISTERED
JENNIFER WARD-NUSZ
6396
PROFESSIONAL
LAND SURVEYOR

DATE OF SURVEY: 2020 & 2025

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LEGEND

◉	SET 1/2-INCH IRON ROD W/ CAP MR'K "SAM"
P.R.M.C.T.	PLAT RECORDS MIDLAND COUNTY, TEXAS
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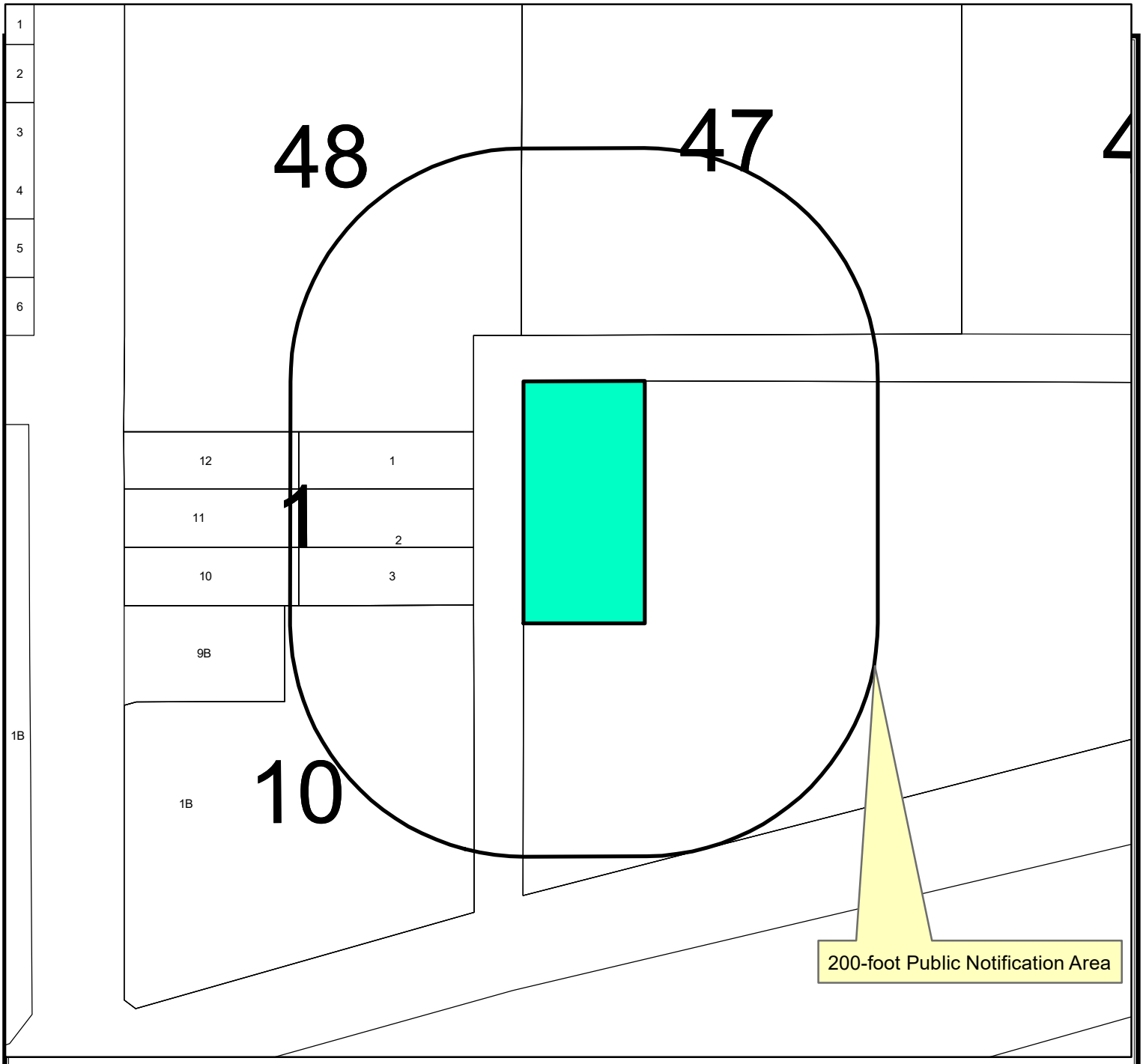
PROJECT:	MORENO ZONE CHANGE
JOB NUMBER:	1025095714
DATE:	2/19/2026
SCALE:	1"=40'
OWNER:	MORENO
DRAWN BY:	JLW-N

ZONING CHANGE SURVEY PLAT FOR
0.50 ACRES OF LAND OUT OF
SECTION 36, BLOCK 39, T-1-S,
T & P RR COMPANY SURVEY
MIDLAND COUNTY, TEXAS

SAM™
15 SMITH ROAD, SUITE 2000 MIDLAND, TX 79705
Ofc: 432.699.0601 Fax: 432.699.0661
Email: info@sam.biz
TEXAS FIRM REG NO.: 10064300



Location Map

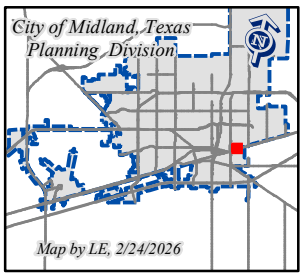
Z-26-0474 **Scale: 1" = 800'**

Consider a request by Heather Welch-Westfall, on behalf of Eddyberto Gonzalez, for a Zone Change from BP, I-20 Business Park District to LI, Light Industrial District on a 0.50-acre tract of land out of Section 36, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of North Adams Street and South Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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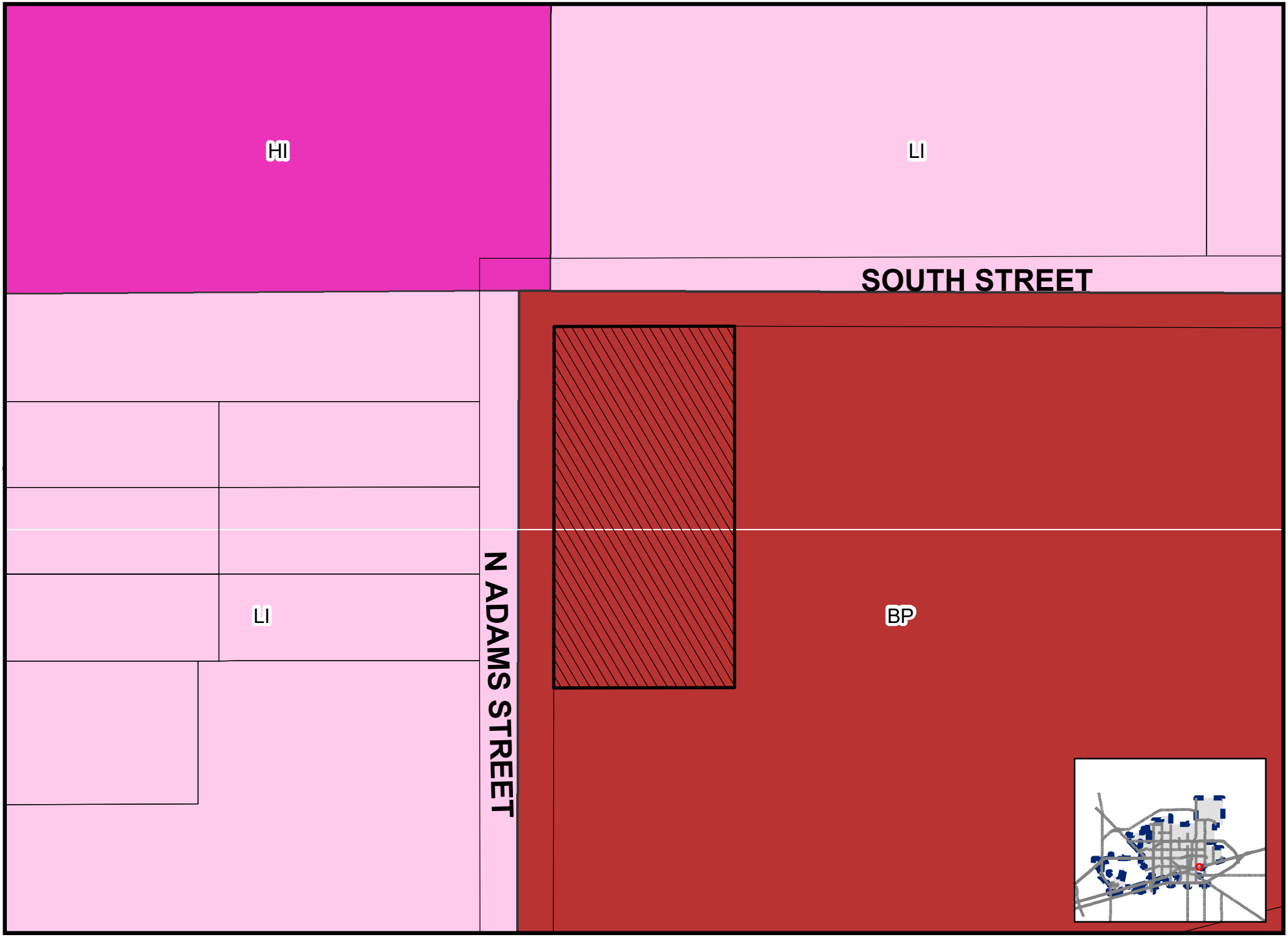
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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



Map by LE, 2/25/2026

Z-26-0474

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 BASED UPON THE USE OF THIS DATA.

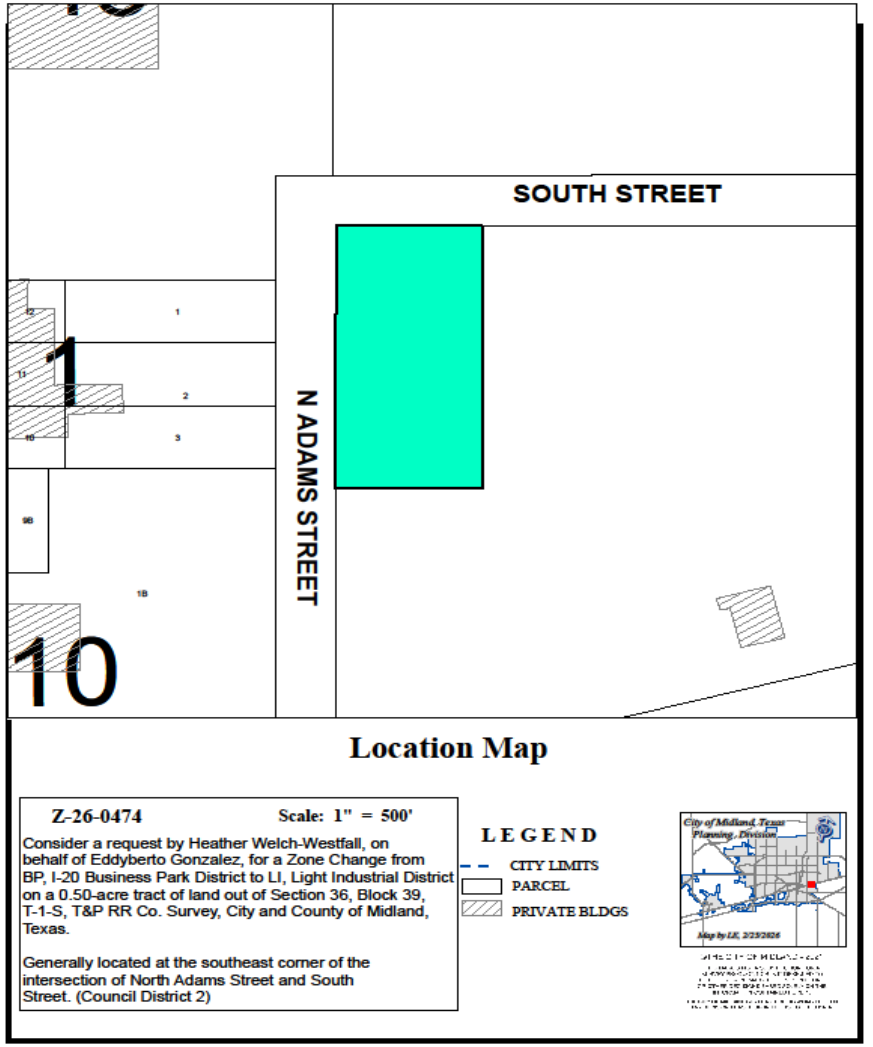
SOUTH STREET

N ADAMS STREET

MIDLAND
Be the Energy!
ZONE CHANGE
MORENO ADDITION
Visit Our Website
MIDLANDTEXAS.GOV

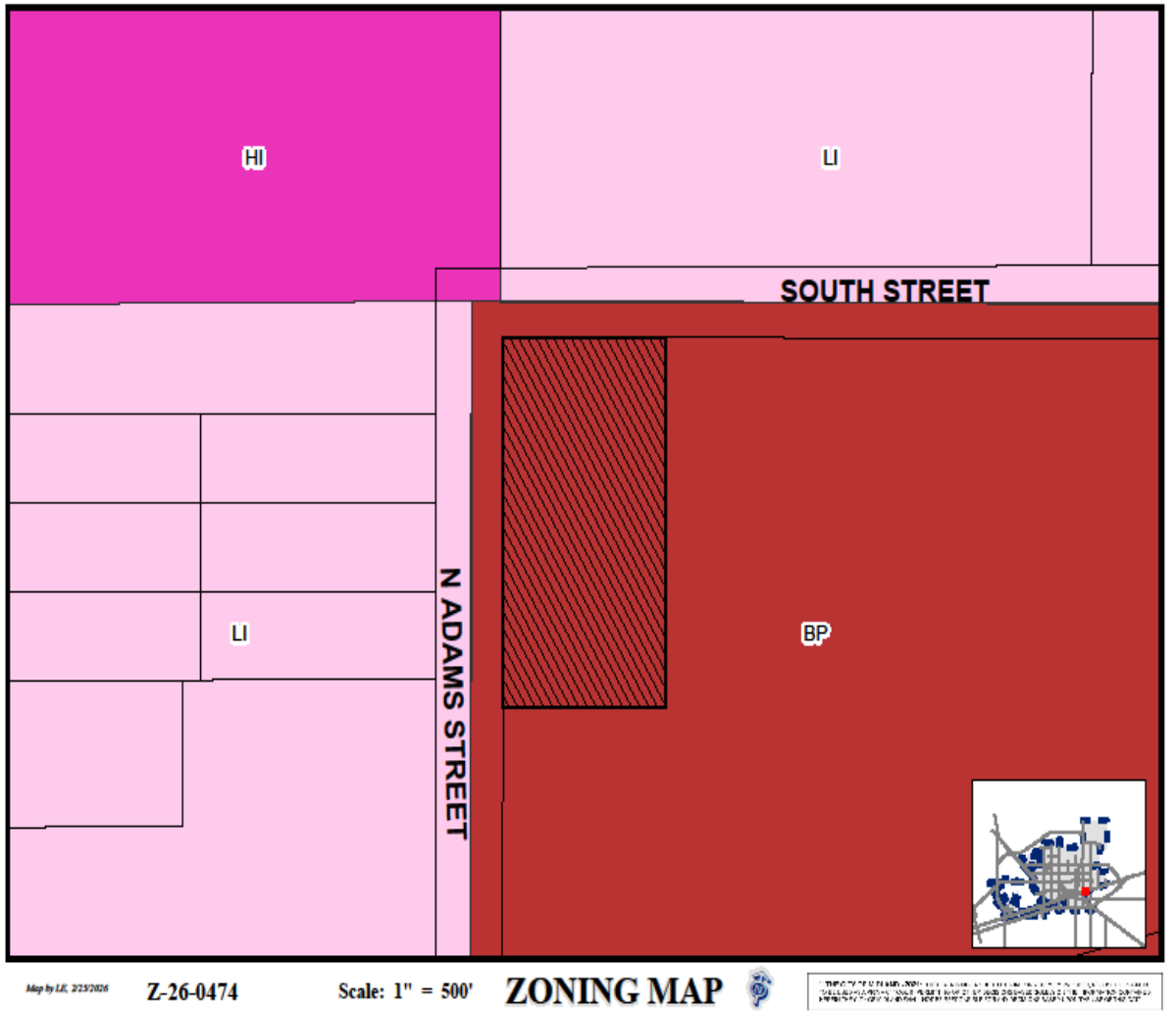
APPLICATION SUMMARY

- **Applicant/Representative:** Heather Welch-Westfall
- **Property Owner:** Eddyberto Moreno Gonzalez
- **Location:** Generally located at the southeast corner of the intersection of North Adams Street and South Street
- **Reason for Request:** to allow for building a mechanic shop



ZONING

- **Current Zoning:** BP, I-20 Business Park District
- **Surrounding Zoning:**
  - **North/West:** LI, Light Industrial District
  - **South/East:** BP, I-20 Business Park District
- **Proposed Zoning:** LI, Light Industrial District



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LAND USE

- **Current Use:** Vacant land
- **Surrounding Uses:**
  - **North/West:** industrial shops and yards
  - **South/East:** Vacant lots
- **Proposed Use:** Mechanic shop

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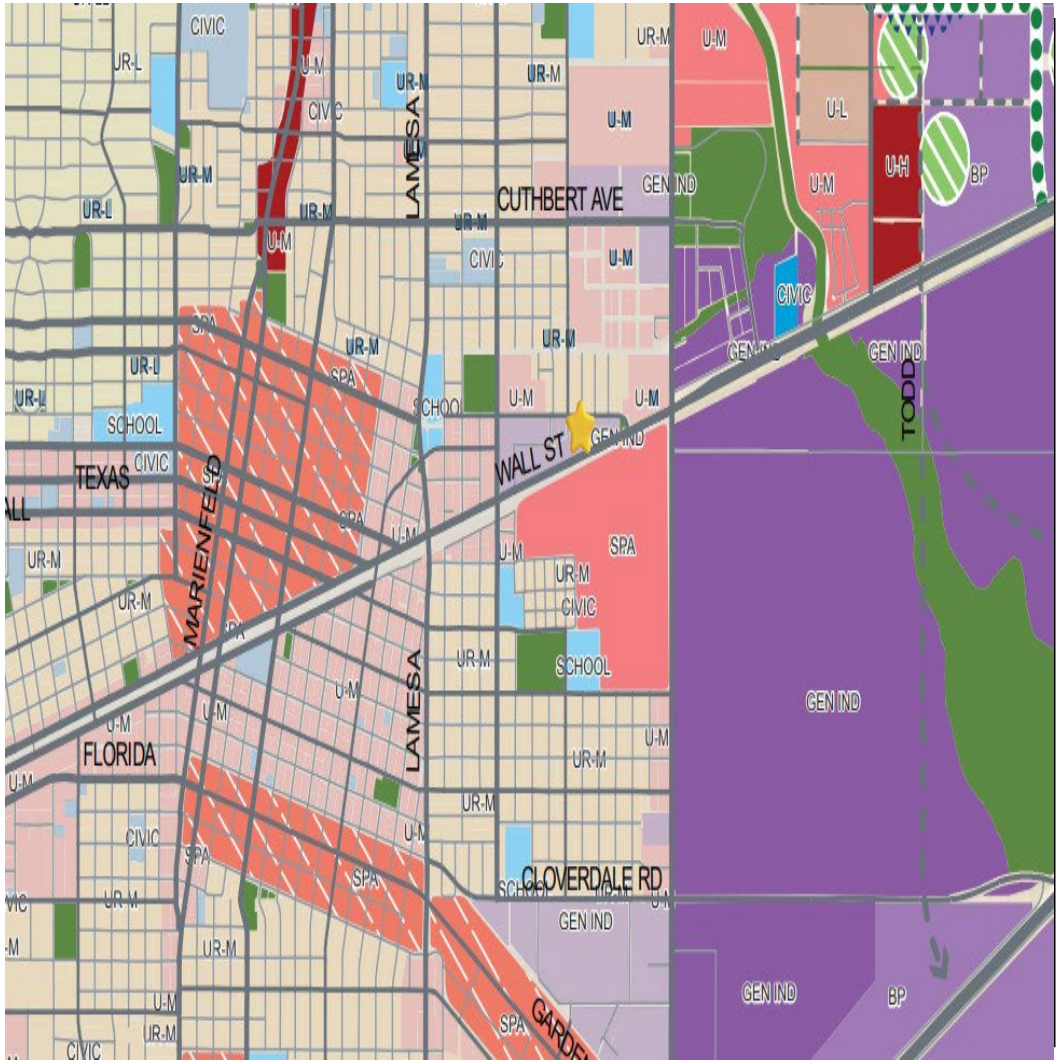
On South Street, Looking South

COMPREHENSIVE PLAN

- **Land Use Designation:** GI, General Industrial
- **Supported Uses:** All types of industrial, to include manufacturing, warehousing, and office/industrial flex space.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
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RELATED ITEMS

- In addition to this Zone Change request, this property is being platted. The Preliminary Plat was approved at the March 16, 2026, Planning & Zoning Commission Meeting.

STAFF'S RECOMMENDATION

- No objections were received.
- This Zone Change request was approved at the March 16, 2026, Planning & Zoning Commission Meeting.
- Staff recommends approval of this zone change request.

MISSION

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

City Council Meeting

Item Number: 43.
Meeting Date: March 24, 2026
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 1, BLOCK 2, WEST 191 INDUSTRIAL PARK, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 191, APPROXIMATELY 1,185 FEET NORTHEAST OF FARM TO MARKET 1788); 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, Bliss Jung, is requesting to rezone the property to allow for a water well drilling business for a property located at 11110 SH 191.

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, east, and south are zoned RR, Regional Retail District and are the locations of vacant land and SH 191. The property to the west is zone LI, Light Industrial District and is the location of an Automobile Service Garage.

Analysis:

This request is compatible with the surrounding zoning and land use as the has developed with industrial and commercial-type uses which are also zone LI.

The Tall City Tomorrow Comprehensive Plan does not designate this property as any particular land use designation.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code Compliance: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

No objection to zone change. [For the Applicant's information only.]

Planning:

Staff recommends approval of this request for a zone change.

Letters of Objection:

As of March 13, 2026, Staff has not received any letters of objection.

Attachments:

Application
Location Map
Zoning Map
Aerial

Photo
PowerPoint Presentation

Attachments:

A. ORDINANCE - Z-26-0467.RR to LI Ord
B. Z-26-0467, Combined Docs
C. CC - 11110 HWY 191 Zone Change - Copy

Landon Ochoa, Development Services	Created/Initiated - 3/12/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/16/2026
Jose Ortiz, City Manager	Approved - 3/16/2026
Morris Williams, City Manager	Approved - 3/16/2026
Jan Hamilton, City Secretary	Final Approval - 3/17/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 2, WEST 191 INDUSTRIAL PARK, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF STATE HIGHWAY 191, APPROXIMATELY 1,185 FEET NORTHEAST OF FARM TO MARKET 1788); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 1, Block 2, West 191 Industrial Park, Section 3, City and County of Midland, Texas (the "Property"), to LI, Light Industrial 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 LI, Light Industrial 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., 2026; 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:

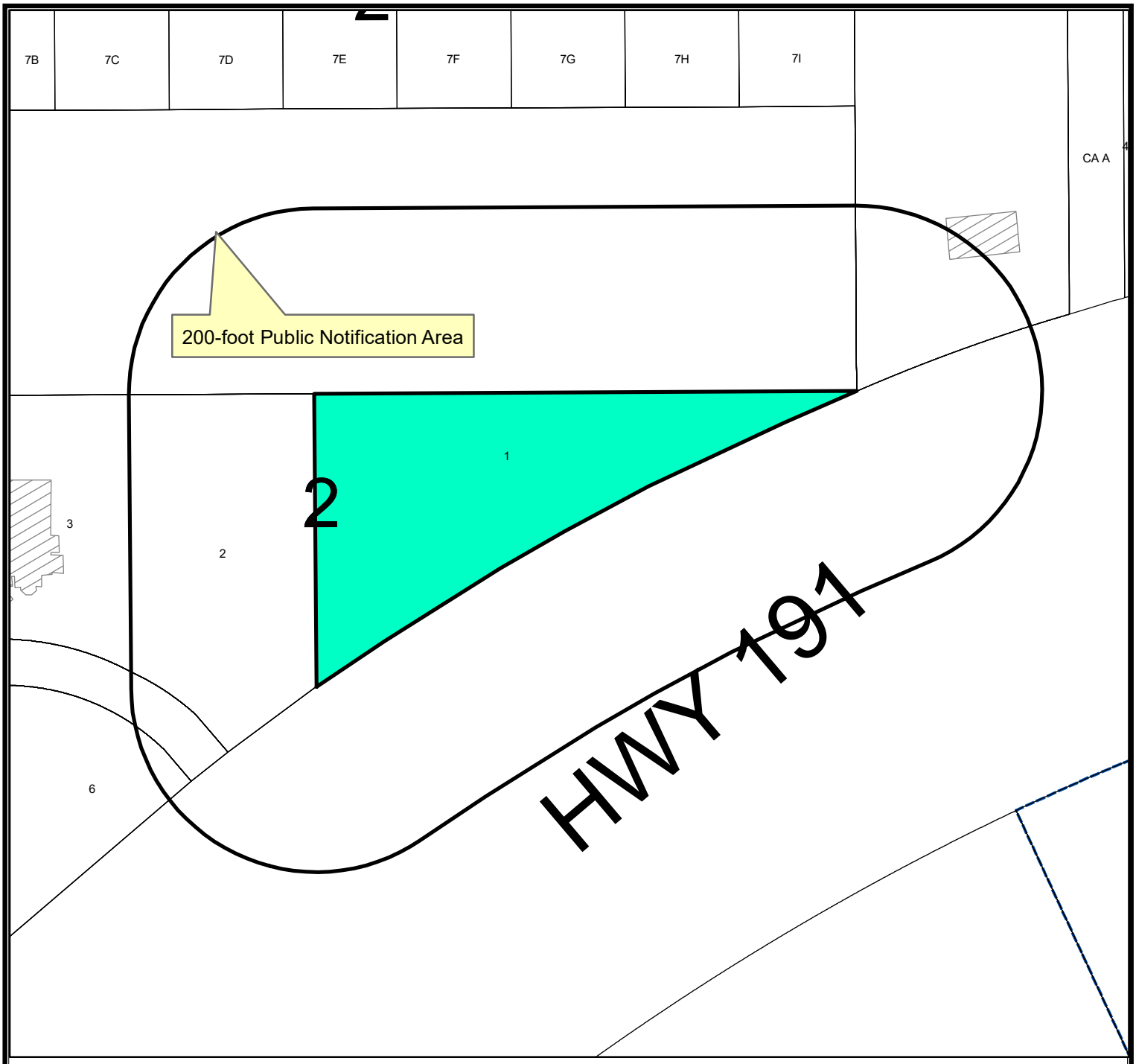
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



Location Map

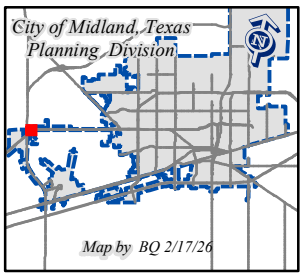
Z-26-0467 **Scale: 1" = 1,000'**

A request by Bliss Jung for a zone change from, RR, Regional Retail District, to LI, Light Industrial District Lot 1, Block 2, West 191 Industrial Park, Section 3, City and County of Midland, Texas.

Generally located on the west side of State Highway 191, approximately 1,185 feet northeast of Farm to Market 1788. (District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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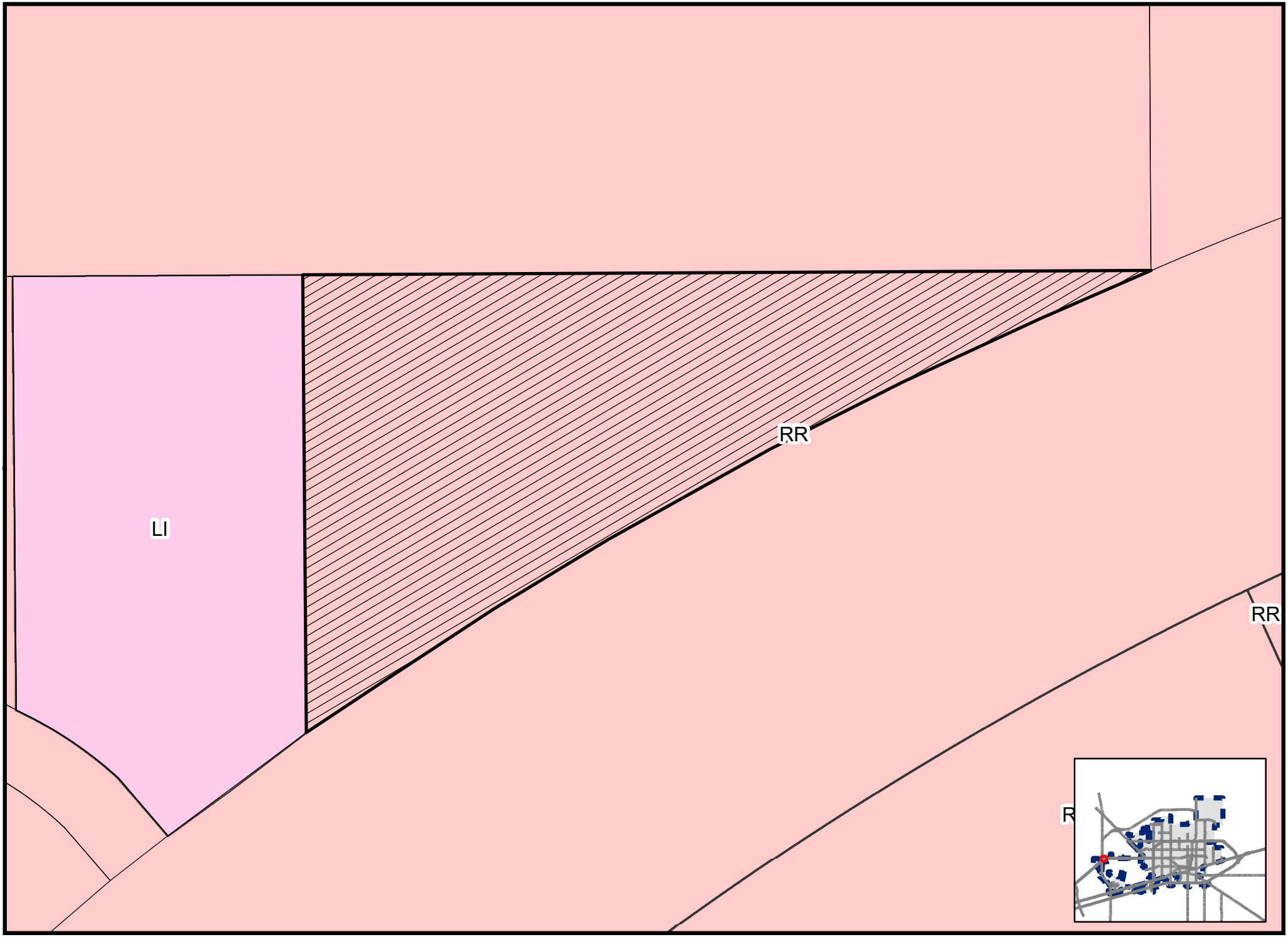
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BQ 2/17/26

Z-26-0467

Scale: 1" = 800'

ZONING MAP

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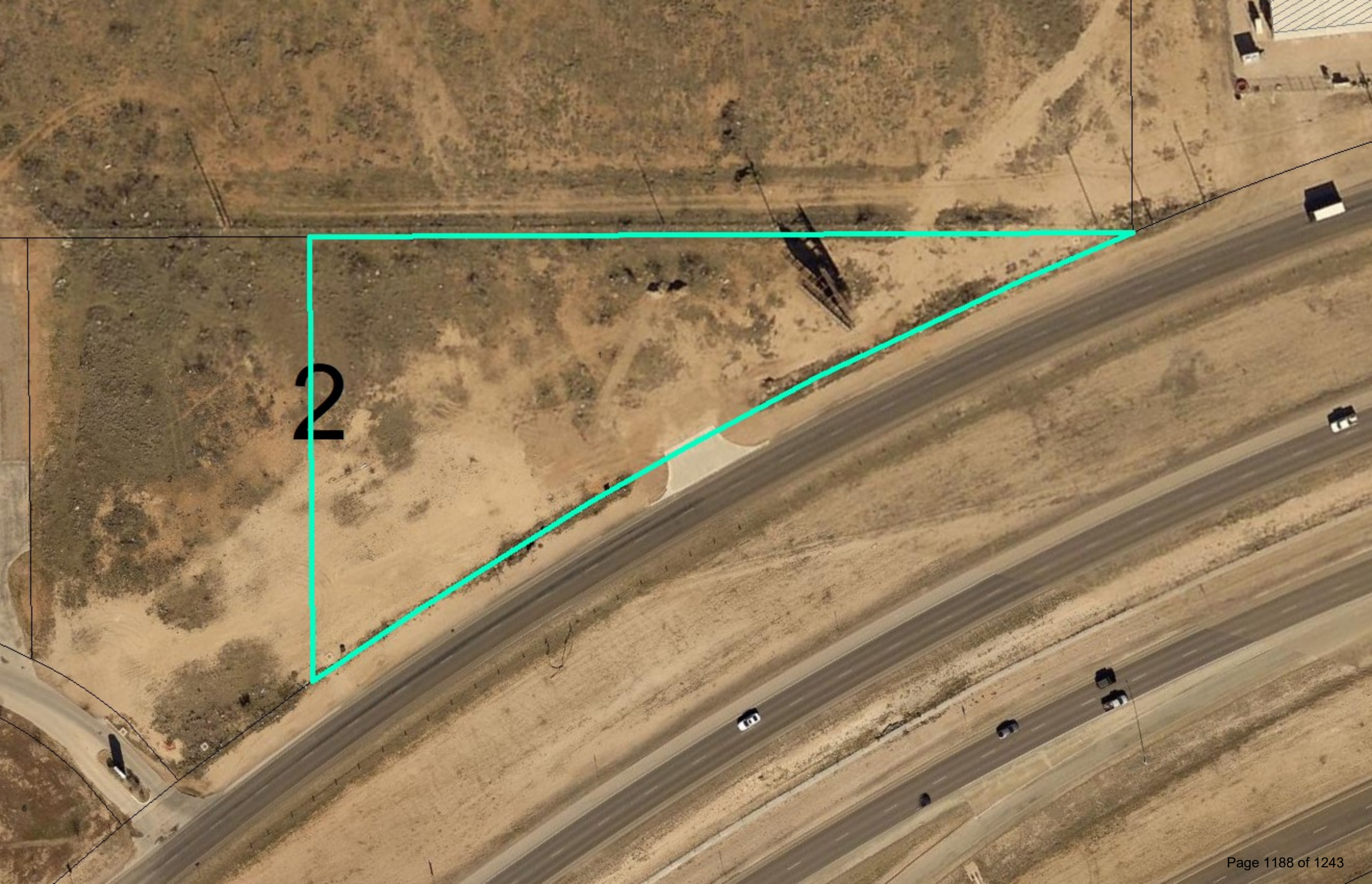
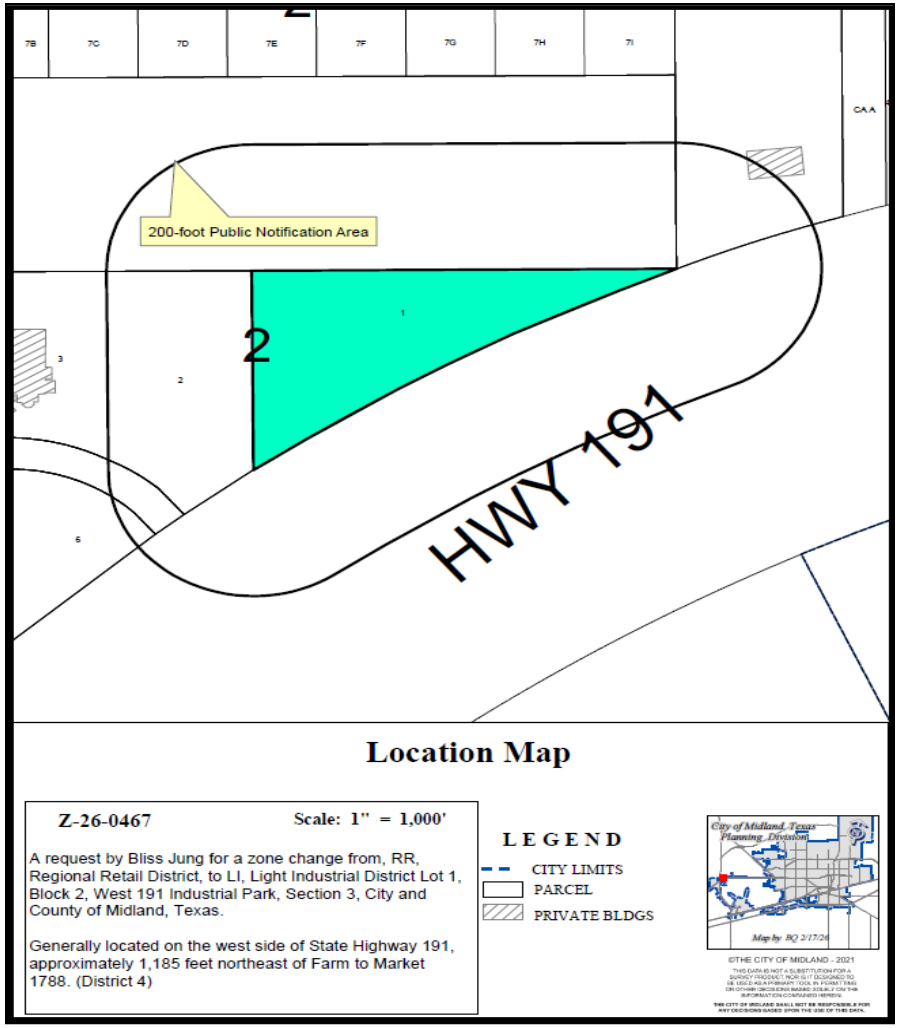

2

RESERVED PARKING
VAN ACCESSIBLE
RESERVED PARKING
NO PARKING

MIDLAND
Be the Energy!
ITEM
ZONE CHANGE
11110 HIGHWAY 191
Visit Our Website
MIDLANDTEXAS.GOV

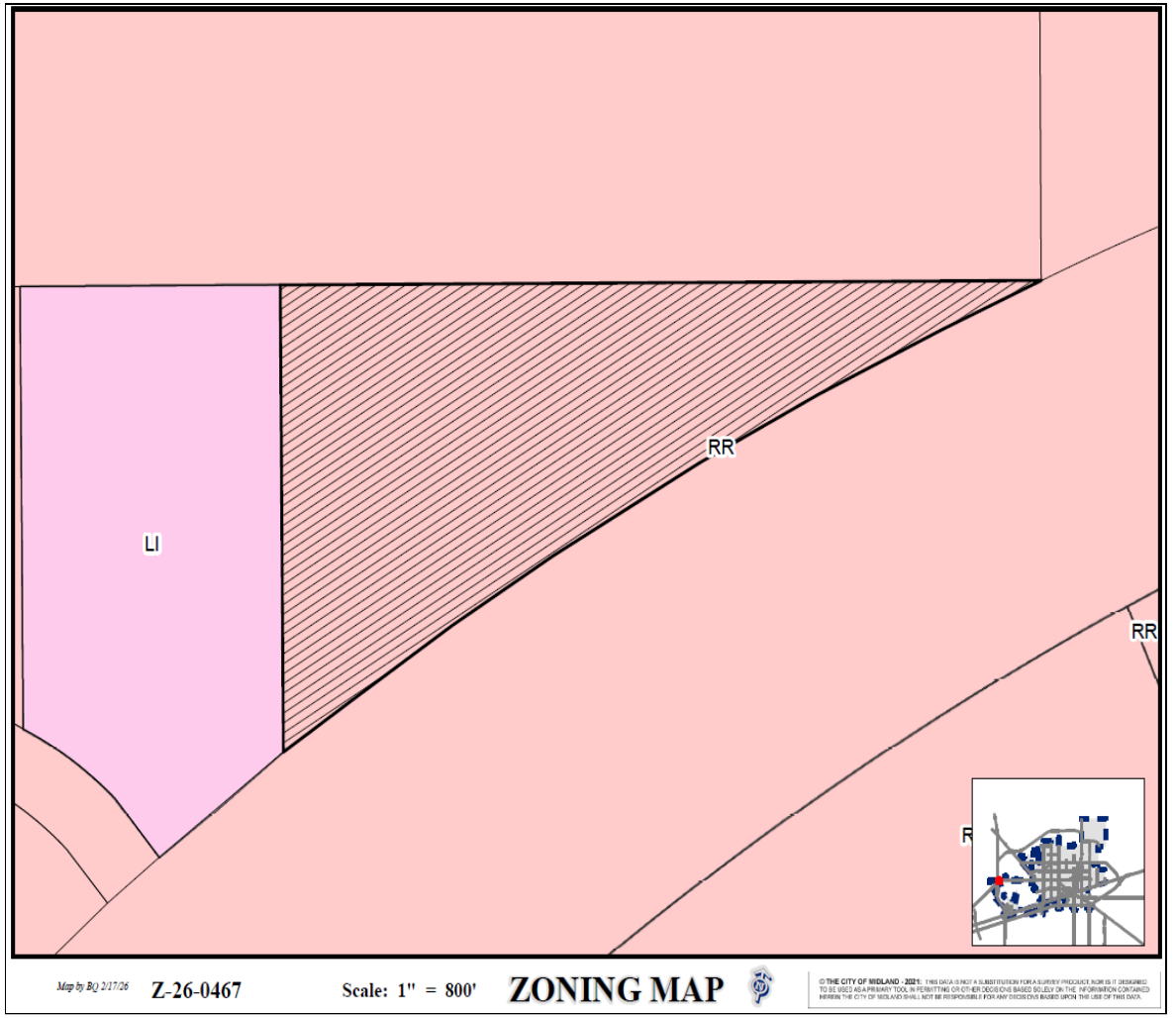
APPLICATION SUMMARY

- **Applicant:** Bliss Jung
- **Property Owner:** WIT Properties, LLC
- **Location:** 11110 State Highway 191 (District 4)
- **Reason for Request:** To allow a Contractor's Shop or Storage Yard



ZONING

- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North, South, East:** RR, Regional Retail District
  - **West:** LI, Light Industrial District
- **Proposed Zoning:** LI, Light Industrial District



MIDLAND
Be the Energy!

LAND USE

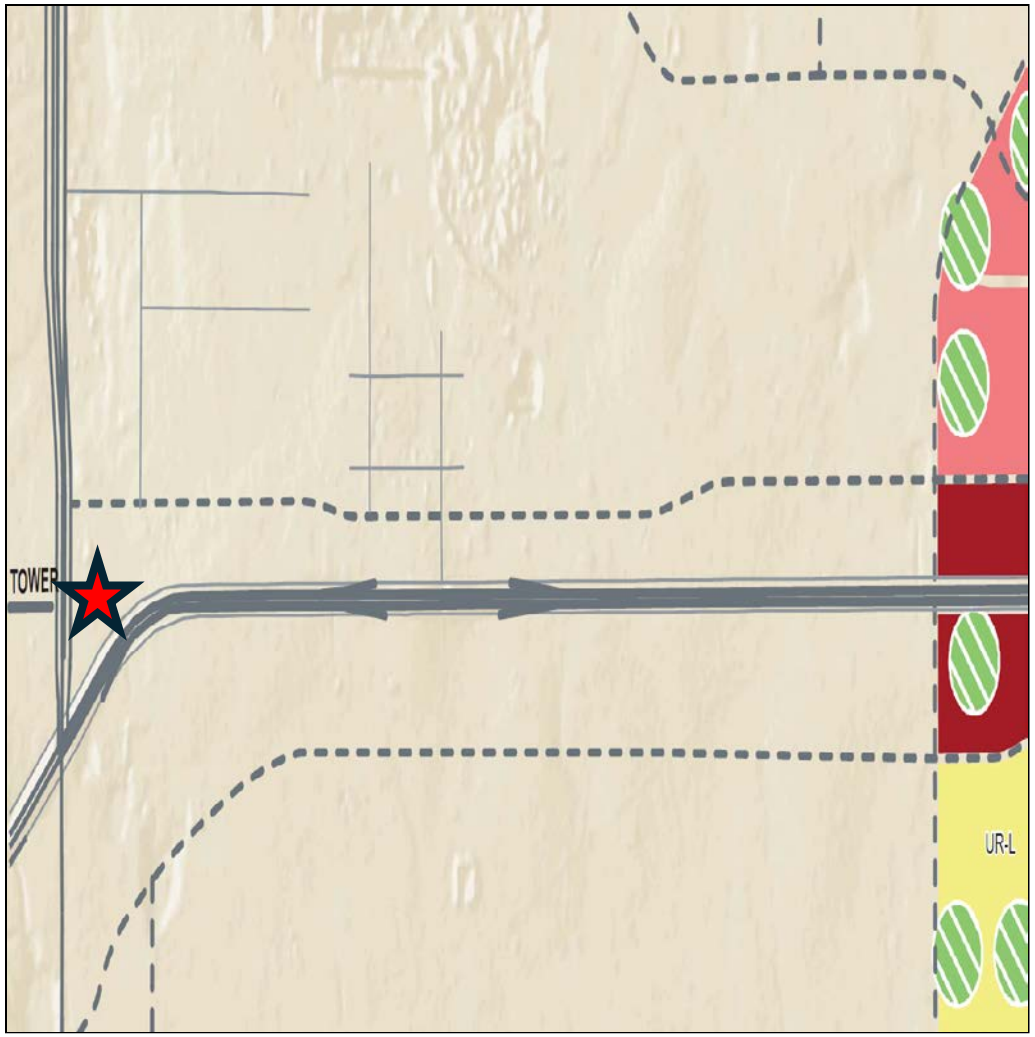
- **Current Use:** Contractor's Shop or Storage Yard (under construction)
- **Surrounding Uses:**
  - **North:** Vacant Land
  - **East & South:** State Highway 191
  - **West:** Automobile Service Garage
  - **Proposed Use:** Contractor's Shop or Storage Yard

MIDLAND
Be the Energy!

On Highway 191, Looking North

COMPREHENSIVE PLAN

- The property is not designated by 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 March 2, 2026.
- 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: 44.
Meeting Date: March 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: MOTION GRANTING CLOVIS SIGN SERVICES' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1, BLOCK 1, GARNETT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST STATE HIGHWAY 158 AND EAST INTERSTATE 20)

Purpose:

Clovis Sign Services is requesting a variance to exceed the maximum allowable sign square footage for the property located at 3201 East State Highway 158.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Clovis Sign Services is requesting a variance from the City of Midland Zoning Ordinance Section 11-7a-7.- Sign Standards for an existing gas station. The applicant is requesting a variance for the maximum total sign square footage for the property. The proposed total sign square footage for the property is 556.68 square feet. This request is not compliant with Section 11-7a-7.- Sign Standards of the City of Midland Zoning Ordinance, which allows for no more than 360 square feet for a property's total signage. The applicant is requesting a variance for the maximum total sign square footage of 196.68. The existing signage for this gas station is 620.11 square feet, which would be a net decrease of 63.43 square feet.

The applicant is also requesting a variance for the store's wall sign elevations. City of Midland Zoning Ordinance Section 11-7a-7. — Sign Standards states that wall signs on the front elevation of the store cannot exceed 50 square feet or 15% of the area, whichever is greater. The current storefront signage elevation is 154.29 square feet. The allowable storefront signage elevation for this property is 147.17, which means the proposal exceeds the allowable

square footage by 7.12 square feet. The applicant is requesting for this signage to remain as is, as it is already existing.

SEI's existing contract with Sunoco fuel will terminate in March of 2026, requiring that all Sunoco fuel signage is removed from the location. In addition, to begin selling Phillips 66 branded fuel at the location, Phillips 66 requires their brand elements to be displayed on the existing auto canopy, dispensers and freestanding signs. The applicant is requesting this sign variance in order to update the existing signage (that already exceeds 360square feet), to reflect the new providers' logo and designs.

Planning:

The applicant is requesting approval of a variance for the maximum total sign square footage allowed for a property as well as a variance for the stores wall sign elevations. City code allows for 360 square feet of total signage for this property. The applicant is proposing a total signage of 556.68 square feet (exceeding code by 196.68 square feet) in order to update the signage to reflect the new fueling provider. The applicant is also requesting a variance in which would allow them to leave the existing wall sign elevations on the front of the store, which exceed city code requirements by 7.12 square feet.

Attachments:

A. 3201 E ST HWY 158 Sign Appeal, Combined Docs
B. CC - 3201 East State Highway 158 Sign Appeal

Britton Murry, Development Services	Created/Initiated - 3/10/2026
Landon Ochoa, Development Services	Approved - 3/14/2026
Elizabeth Triggs, Development Services	Approved - 3/14/2026
Linda Ochoa, Legal	Approved - 3/17/2026
Jose Ortiz, City Manager	Approved - 3/17/2026
Morris Williams, City Manager	Approved - 3/17/2026
Jan Hamilton, City Secretary	Final Approval - 3/18/2026

2/27/2026

City of Midland
Planning and Zoning Department

RE: Variance Request for Increased Signage Square Footage

Site Identification/Project Number: 922706/ 42430

Property Address: 3201 East 158 Midland, TX 79706

Case/ Permit Number: SGN-078053-2026

Dear City of Midland Staff and Members,

On behalf of SEI (7-Eleven: the property owner of the above referenced location) and Phillips 66 Fuels, we respectfully submit this variance request to **allow the existing on-site square footage to be accepted as part of the rebranding of the Sunoco fuel station to Phillips 66. The proposed signage will result in a *deduction of overall square footage* on site** although the existing and proposed is currently over the total allowable square footage of **360 sqft** per the city of Midland.

SEI's existing contract with Sunoco fuel will terminate in March of 2026 requiring that all Sunoco fuel signage is removed from the location. In addition, to begin selling Phillips 66 branded fuel at the location, Phillips 66 requires their brand elements to be displayed on the existing auto canopy, dispensers and freestanding signs. The city of Midland's current sign ordinance limits the allowable signage area to 360 square feet at this location. This total includes signage across multiple categories including building-mounted signs, canopy-mounted signs, dispenser branding and signage on the freestanding signs. Based on these combined categories, *both the existing and proposed* signage configurations *exceed* the 360 square foot maximum signage allowed for this location.

The proposed Phillips 66 branding signage to be displayed on the canopy, dispensers and existing freestanding sign is vital to the marketing and economic success of the site. Updating the fuel signage is necessary to improve the clarity for motorists, allowing drivers to quickly identify fuel types and pricing. If the fuel brand cannot be present at specific areas of the site, it eliminates the brand's presence from the site and the incentive for the brand to offer fuel at the location. It also eliminates the customer's ability to distinguish what product they are purchasing. The absence of brand signage also gives the appearance of an "unbranded" or "closed" site and can negatively affect both fuel and in-store sales. Additionally, keeping all existing building-mounted and freestanding signage including Stripes and Laredo Taco signs, helps preserve consistent brand presentation and visual continuity across all sites.

- We are therefore requesting approval to accept the total proposed square footage of signage on site of **556.68 sqft**. This is a 63.43 **sqft net DECREASE** to the overall sign square footage that *currently exists* on the site. We understand the existing site is over the allowable 360 square foot total maximum, but wish to re-iterate, for consideration, that the new branding proposal actually decreases the total amount of signage square footage that currently exists on the site. This is due to the fact that **most of the existing signage on site will not be modified or altered and essentially remain untouched as part of this rebranding project.**

In addition, we also request consideration to accept the following:

- **The wall signs on the Storefront elevation to remain.** Per permitting, the wall signs on the front elevation of the store cannot exceed 50 sqft or 15 percent of the area (see p. 9 of provided documentation). The current storefront signage exceeds the allowable square footage by **7.12 sqft.** We request for these signs to be allowed as the signage is designed to maintain clear brand visibility and consistent corporate identification for both tenants. The storefront signs are limited strictly to Stripes, 7-Eleven and Subway brand identification only. The signage remains professionally designed, proportionate to the building façade, and consistent with similar retail establishments in the area. **The signs that exist on the storefront will remain untouched as part of this rebranding project.**
- Accept the proposed reduced height of the existing freestanding sign as 50'. Per the city, the existing freestanding sign shall not exceed 50 feet. The current freestanding sign is 53' in overall height and includes 220 sqft of signage. Per the city, if the removal of the Sunoco sign reduces the existing height to 50', this would comply per the city. In addition, the I-20 frontage provision (LR-1 District) allows a total of 400 sqft of signage on this sign.
    - Our proposal includes removing the Sunoco sign and replacing with a P66 branded cabinet. In addition, we will install new LED price cabinets and replace the existing faded Stripes/Laredo faces to newer/cleaner faces and colors. The proposed addition of the LED display to the existing freestanding sign allows dynamic display of fuel pricing and store information, enhancing safety by providing clear, real-time identification to motorists and reducing last-minute lane changes or confusion. The upgrade aligns with current industry practices for fuel retail locations. **In summary, the overall height of the sign will be reduced to 50' and the newly proposed signage will match the existing total square footage (220 sqft) that exists on the sign, although 400 sqft is allowed. In addition, we will remove the advertisement banners and placards at the bottom of the poles as requested by permitting.**

The new proposed signage will replace all existing Sunoco branding maintaining the existing sign footprint, ensuring there is no increase in visual mass or site congestion. All signage will be professionally designed, internally consistent with Phillips 66 brand standards and compliant with all other applicable provisions of the city of Midland's sign ordinance. *The building-mounted sign and freestanding sign structure will remain.* In summary, we are requesting that all existing signs remain at their current location with the proposed total square footage. ***The***

proposed scope includes an overall square footage DECREASE in signage to be added ranging from minimal to no changes across most signs.

Granting this variance will allow the site to maintain visibility comparable to similar fuel stations in the area and will not negatively impact public safety or adjacent properties**.** The request reflects the specific design and branding standards associated with the corporate identity in the interests of all brands as represented on the site.

Thank you for your time and consideration of this request. We respectfully request approval and are available to provide any additional plans, elevations, or supporting documentation as needed.

Please reference the "Signage & Scope Summary," below, and the provided rendering packet representing the requested scope for consideration.

Emilee New
Keila Jennings
Clovis Sign Service
586-690-9658
emilee@css-ngd.com
keila@css-ngd.com

Signage & Scope Summary

Allowed: 360 sqft
Existing Total: 620.11 sqft
Proposed Total: 556.68 sqft
Net *DECREASE* of signage on site: *63.43 sqft*

All store signs will remain untouched
Existing canopy and dispenser signs will be replaced with updated P66 / 7-Eleven brand
High Rise freestanding sign (A1) to be updated to include P66 logo cabinet and LED price display. The overall sign height will be REDUCED to 50' and the existing 220 square feet of sign area will remain unchanged.

February 11, 2026

Jordyn Stowe
Clovis Signs
1312 E 1st St
Clovis, NM 88101

RE: SGN-078053-2026 (3201 East 158 Midland, TX 79706)

The plan review for the building permit for this project has been completed. The following comments or conditions that must be addressed prior to completion of the review and issuance of the building permit. Should you or the design consultants need further clarification regarding these comments or conditions, please contact the appropriate department or staff member.

Building Code- Jeremy Mills- 432-685-7389 jmills@midlandtexas.gov

1. Wall signs shall not exceed 50 square feet or 15 percent of the area of the wall to which such signs are painted or affixed, whichever is greater, except that the use of an EMC as wall sign shall comply with paragraph (F) above. See https://ecode360.com/41118071. **The Store front wall signage exceeds the allowable 15%. Either reduce sq.ft. or work with Britton Murry in the Planning and Zoning Department for a sign appeal. Contact info: Email- bmurry@midlandtexas.gov Phone-432-685-7208. This will be required prior to the issuance of the sign permit.)**
2. Interstate Highway 20 frontage.A property which (a) has street frontage on Interstate Highway 20 and (b) is located in an LR-1, Local Retail District or less restrictive zoning district, may have one on-premises freestanding sign which exceeds the 30-foot height specified in subparagraph 3 above, subject to the following regulations:
   a. The height of such sign, which must be located adjacent to the Interstate Highway 20 frontage, shall not exceed 50 feet. **Does the removal of the Sunoco sign reduce the height below 50ft., if so then this will comply with this section.**
   b. The maximum sign area shall be 400 square feet. **OK. Proposed is 110.29 sq.ft. after Sunoco sign is removed. Revise twin pole sign total in brand book.**
   c. No portion of the sign or support shall be less than 15-feet from any adjacent right-of-way. **OK**
   d. No portion of the sign or support shall be less than 100-feet from the boundary of a residential zoning district. **OK**
   e. All signs must be placed in compliance with state and federal regulations, even if more restrictive than the foregoing regulations. **For informational purposes.**
   f. No signs described in this subsection shall be placed in any airport runway protection zone. **OK**
   Please remove any of the other advertisement banners or placards attached to the bottom of the poles.

3. On property with multiple street frontages, the length of each street frontage shall be used to calculate total sign area according to subparagraphs h and i above, provided that the cumulative area of all signs shall not exceed 360 square feet, and that no one sign shall exceed 180 square feet in area. See https://ecode360.com/41118077. **The total allowable sign sq.ft. exceeds the allowable for the property. Either reduce sq.ft. or work with Britton Murry in the Planning and Zoning Department for a sign appeal. Contact info: Email- bmurry@midlandtexas.gov Phone-432-685-7208. This will be required prior to the issuance of the sign permit.)**

A written response to each comment shall accompany revised plans, all change/corrections shall be "clouded" on the resubmitted plans. Revised plans and comment responses can be emailed to commercialpermits@midlandtexas.gov. Online portal submittals can use, Civic Access. Please notify when documents are uploaded to the portal.

Sincerely,

Jeremy Mills
Permit Review Manager
(432) 685-7389
300 N. Loraine Midland, TX | PO Box 1152
Pay your balance online @
https://comapps.midlandtexas.gov/energov/selfservice#/payinvoice

Scan the QR Code below to take our survey!

jmills@midlandtexas.gov

BRAND BOOK

Phillips 66
ST#922706

3201 East Hwy 158
Midland, TX 79701

CLOVIS SIGN SERVICE
Since 1962

1312 E. 1st
Clovis, NM 88101
1-575-763-5623 Fax: 1-575-763-6365

Created by: Keila Jennings	Last Edited by:
Date: 12-19-2025	Date:

Permit Number:

922706 (42430)

3201 East Hwy 158 Midland, TX 79701

Replat Required per city of Midland

See provided documentation approving successful replat of property.

Planning and Zoning Commission

Approved for Agenda:
Landon Ochoa

MEETING DATE: December 15, 2025

TO: PLANNING AND ZONING COMMISSION

FROM: Madelim Jaquez, Planner

SUBJECT: **Motion approving, with staff's recommended conditions, a Preliminary Plat of Garnett Addition, Section 2, being a replat of Lot 1, Block 1, Garnett Addition, and a 0.86 acre-tract of land situated in Section 6, Block 38, T-2-S, Texas and Pacific Railway company survey City and County of Midland, Texas (Generally located at the northeast corner of the intersection of East Interstate 20, and East State Highway 158.) (COUNCIL DISTRICT 2) (DEVELOPMENT SERVICES)**

Recommended Planning and Zoning Commission Action:

_X_ **Approve** _____ **Deny** _____ **Directional/Informational**

Details of Request:

Maverick Engineering is requesting to replat a property located at 3201 East Highway 158 to correct property lines and include existing buildings.

Current Zoning:

RR, Regional Retail District

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 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 comments, if any. [For Applicant's Information Only.]

PAVING: East I-20 and State Hwy 158 Frontage roads are TxDOT facility, built and maintained by TxDOT, no improvements required excluding driveways and curb cuts. [For Applicant's Information Only.]

WATER: 4" water exists in State Hwy 158, 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: None existing. Construct wastewater to City standards along entire platted frontage, or request a deferral. [Reference Midland City Code Sect. 11-2-3(G)1 & 11-2-4(A)2(a)]

DRAINAGE: Existing site is developed; If proposing to re-develop site drainage can be reviewed with building permit. [For Applicant's Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.] No objections to plat. [For the Applicant's information only.]

FIRE: (Approved)

No comments or objections.

OIL AND GAS: (Approved)

No Oil & Gas issues

GIS: (Approved)

Provide another set of x-y coordinates. Add direction to roads. Label lot and block. Block is 1, lot can be 1A or 2.

Addressing: (Approved)

Need New Lot (1A) & Block (1) Info on Plat. Verify w/Domingo.

SURVEYOR: (Approved)

Everything looks good. Plat closes, corners were found

PLANNING: (Approved with Conditions)

Staff recommends approval of the Preliminary Plat of Garnett Addition, Section 2, subject to the following conditions.

Conditions:

A. **Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]**

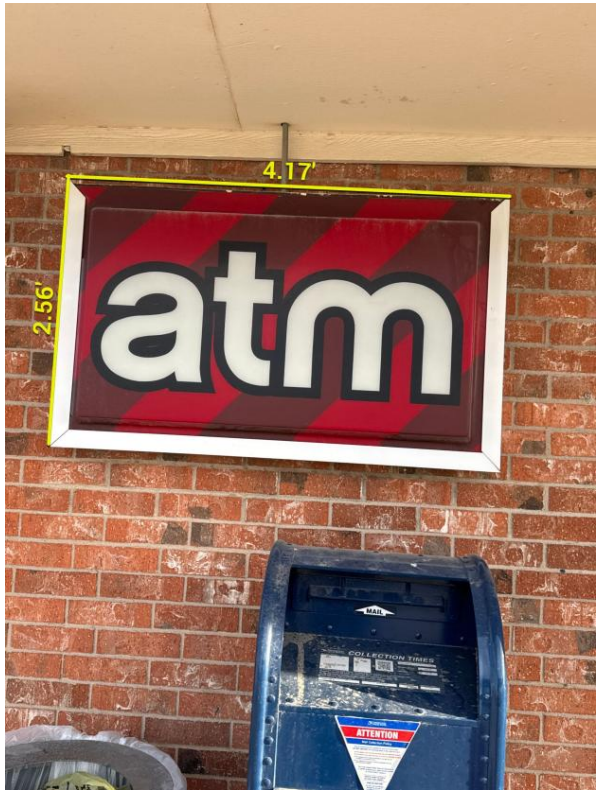
B. **Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]**

Attachments:

Application
Preliminary Plat
Location Map
Zoning Map
Aerial
PowerPoint Presentation

Storefront (ATM)

Existing



Proposed
NO CHANGE

Total Sq Ft NO CHANGE: 10.68’

Storefront (Big Gulp)

Existing

Proposed
NO CHANGE

Total Sq Ft NO CHANGE: 43.56'

Storefront- Roof (Subway)

Existing

Proposed
NO CHANGE

3' H X 12.08 W

Total Sq Ft NO CHANGE: 36.24'

Storefront- Roof (stripes)

Existing

Proposed
NO CHANGE

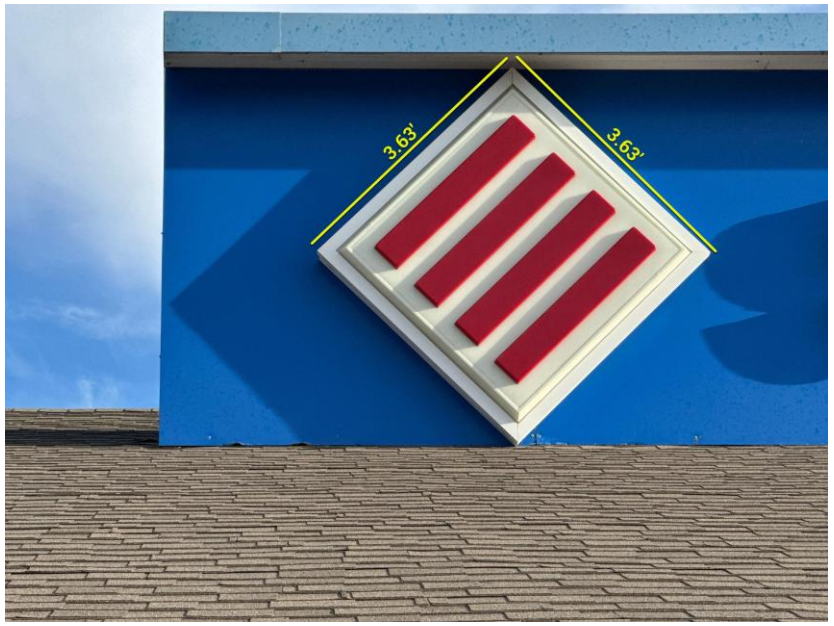
3.94' H X 12.85' W

Total Sq Ft NO CHANGE: 50.63'

Storefront (Stripes Logo)

Existing

Proposed
NO CHANGE



Total Sq Ft NO CHANGE: 13.18'

Store Elevations

- **Signs on storefront**
  - ATM: 10.68 SQ FT
  - Big Gulp: 43.56 SQ FT
  - Subway: 36.24 SQ FT
  - “Stripes”: 50.63 SQ FT
  - Stripes Logo: 13.18 SQ FT
  - Total signage sqft
    - 154.29 sqft signs
- **Storefront Area:**
  - 702 sqft – brick
  - 279.15 sqft - parapet
  - **= 981.15 sqft total area**
- 15% of Area:
  - 147.17 sqft allowed signage on elevation
- 154.29 sqft > 147.17 sqft

Signage **DOES NOT MEET** Criteria

South Wall (Stripes)

Existing

Proposed
NO CHANGE 5.14' H X 5.03' W

Total Sq Ft NO CHANGE: 25.85'

South Wall Elevations

- Signs South Wall
  - Stripes: 25.85 SQ FT
    - **25.85 sqft signs**
- South wall Area:
  - 255.9 sqft (triangle)
  - 509.86 sqft (brick)
  - **=TOTAL 765.76 sqft.**
- 15% of Area:
  - 114.86 sqft allowed on elevation
- 25.85 sqft < 114.86 sqft (15%)

Signage **MEETS** Criteria

North Wall Elevations

NO EXISTING OR PROPOSED SIGNAGE

East Wall Elevations

NO EXISTING OR PROPOSED SIGNAGE

East Wall Store Elevations

NO EXISTING OR PROPOSED SIGNAGE

Total Signage on Store

Sign	Height (ft) Existing	Width (ft) Existing	Area (ft) Existing	Height (ft) Proposed	Width (ft) Proposed	Area (ft) Proposed	Comments
Storefront (ATM)	2.56	4.17	10.68	2.56	4.17	10.68	No Changes
Storefront (Big Gulp)	1.44	30.25	43.56	1.44	30.25	43.56	No Changes
Storefront- Roof (Subway)	3	12.08	36.24	3	12.08	36.24	No Changes
Storefront- Roof (stripes)	3.94	12.85	50.63	3.94	12.85	50.63	No Changes
Storefront (Stripes Logo)	3.63	3.63	13.18	3.63	3.63	13.18	No Changes
Total			**154.29**			**154.29**	**Does Not Meet Criteria**
SouthWall (Stripes)	5.03	5.14	25.85	5.03	5.14	25.85	No Changes
Total			**25.85**			**25.85**	**Meets 15% Criteria**
Total SQ FT			180.14			180.14	

Auto Canopy

Existing

SITE - EXISTING

Proposed

SITE - PROPOSED

Auto Canopy Logos

Existing X 3

Total Sq Ft: 55.13’

Proposed X 3

Total Sq Ft: 75’

Total Sq Ft Proposed: 75’

Auto Canopy Logos

Existing X 2
Total Sq Ft:
55.42’

Proposed
Removed

Total Sq Ft Proposed: 0’

Auto Dispensers

Diesel Logo on Valance (X6)
Total Sq Ft: 2.51’
.25’H X 1.67’ W

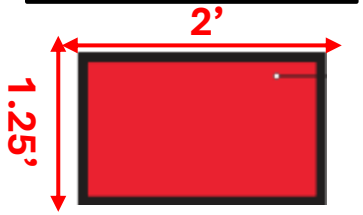
Valance Number
.37’ h x .33’ w (x6)
Total Sq Ft: .73’

Pump Toppers (X6)
Total Sq Ft: 11.21’
1.08’ H X 1.73’ W

Sunoco Diesel Logo on
Pump Skirt (X6)
Total Sq Ft: 2.16’
.30’ H X 1.20’ W

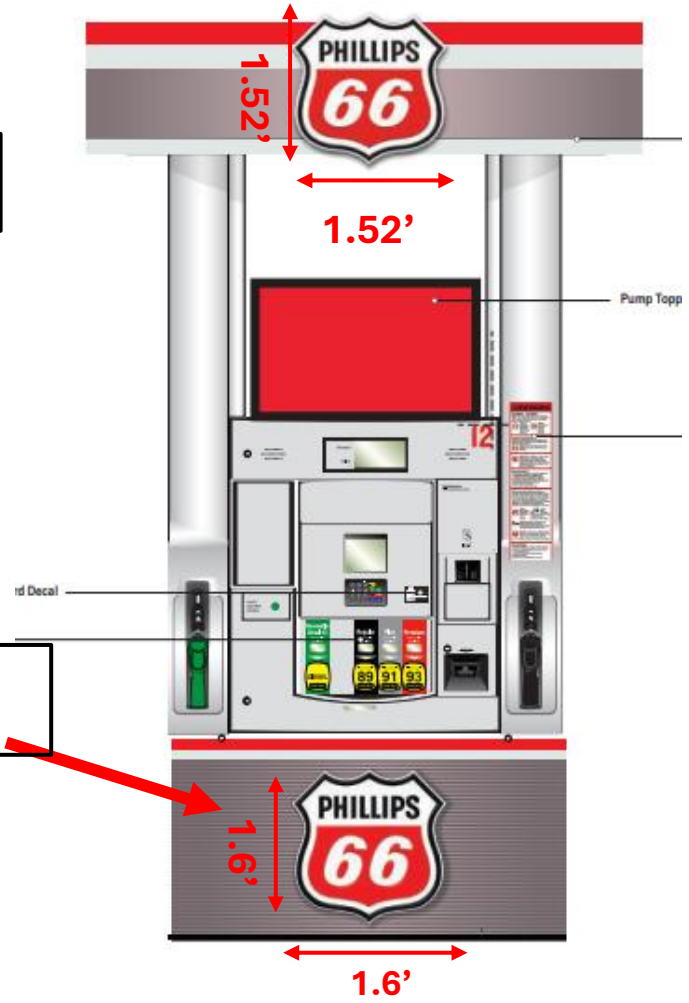
Sunoco Logo on Pump Skirt (X6)
Total Sq Ft: 5.25’
.81’ H X 1.08’ W

Pump Toppers (X6)
Total Sq Ft: 15’



P66 Logo (X6)
Total Sq Ft: 13.86’

P66 Logo (X6)
Total Sq Ft: 15.36’



Existing

Total Sq Ft Existing: 21.86’ sqft

Proposed

Total Sq Ft Proposed: 44.22’ sqft

Total Signage: Canopy/ Forecourt

Sign	Height (ft) Existing	Width (ft) Existing	Area (ft) Existing	Height (ft) Proposed	Width (ft) Proposed	Area (ft) Proposed	Comments
Sunoco Logo X3	1.75	10.5	55.13	0	0	0	Remove
Official Use of Nascar X2	1.63	17	55.42	0	0	0	Remove
Pump Toppers (6)	1.08	1.73	11.21	0	0	0	Remove
Diesel Logo on Valance (6)	.25	1.67	2.51	0	0	0	Remove
Sunoco Logo on Pump Skirt (6)	.25	.42	.63	0	0	0	Remove
Diesel Logo on Pump Skirt (6)	.30	1.20	2.16	0	0	0	Remove
Valance Number (6)	.37	.33	.73	0	0	0	Remove
P66 Logo X3	0	0	0	5	5	75	Add
P66 Logo on Valance (6)	0	0	0	1.52	1.52	13.86	Add
P66 Logo on Pump Skirt (6)	0	0	0	1.6	1.6	15.36	Add
Pump Topper (6)	0	0	0	1.25	2	15	Add
Total SQ FT			**127.79**			**119.22**	

Diesel Canopy

Existing

Proposed

Diesel Canopy Logos

Existing X 2

Total Sq Ft: 36.75’

Proposed

Total Sq Ft: 37.32’

Total Sq Ft Proposed: 37.32’

Diesel Canopy Logos

Existing X 2
Total Sq Ft:
55.42’

Proposed
Removed

Total Sq Ft Proposed: 0’

Total Signage: Diesel Canopy

Sign	Height (ft) Existing	Width (ft) Existing	Area (ft) Existing	Height (ft) Proposed	Width (ft) Proposed	Area (ft) Proposed	Comments
Sunoco Logo	1.75	10.5	18.38				Remove
Sunoco Logo	1.75	10.5	18.38				Remove
Official Fuel of Nascar	1.63	17	27.71				Remove
Official Fuel of Nascar	1.63	17	27.71				Remove
7Fleet				3	12.44	37.32	Add
Total SQ FT			92.18			37.32	

Sign Location/ Setback

: Right of Way

Replat for site was approved on 1/13/2026

A1: High Rise

Existing:
53' Overall height
220 sqft of signage

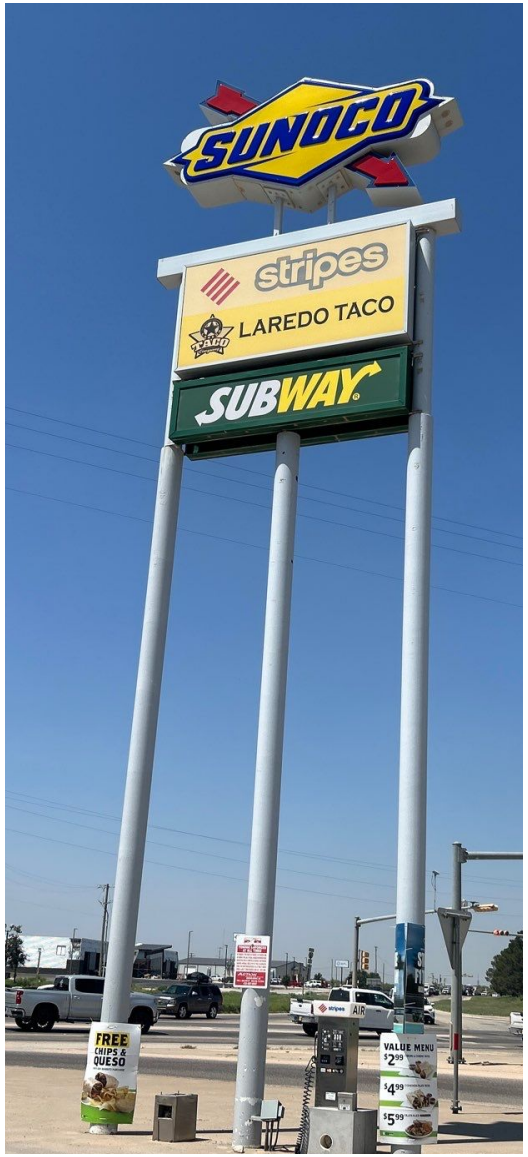
Proposed:
50' Overall height
220 sqft of signage

Per Permitting:
If Sunoco is removed to reduce OAH to 50', sign should comply with ordinance.

Proposed SOW:
Install P66 cabinet (in place of Sunoco)
Reface existing Stripes/Laredo cabinet
Install new LED price display
Advertisement banners to be removed from poles
OAH to be reduced to 50'
220 sqft of signage remain unchanged

A1 High Rise Sign - History per Google Photos (for reference)

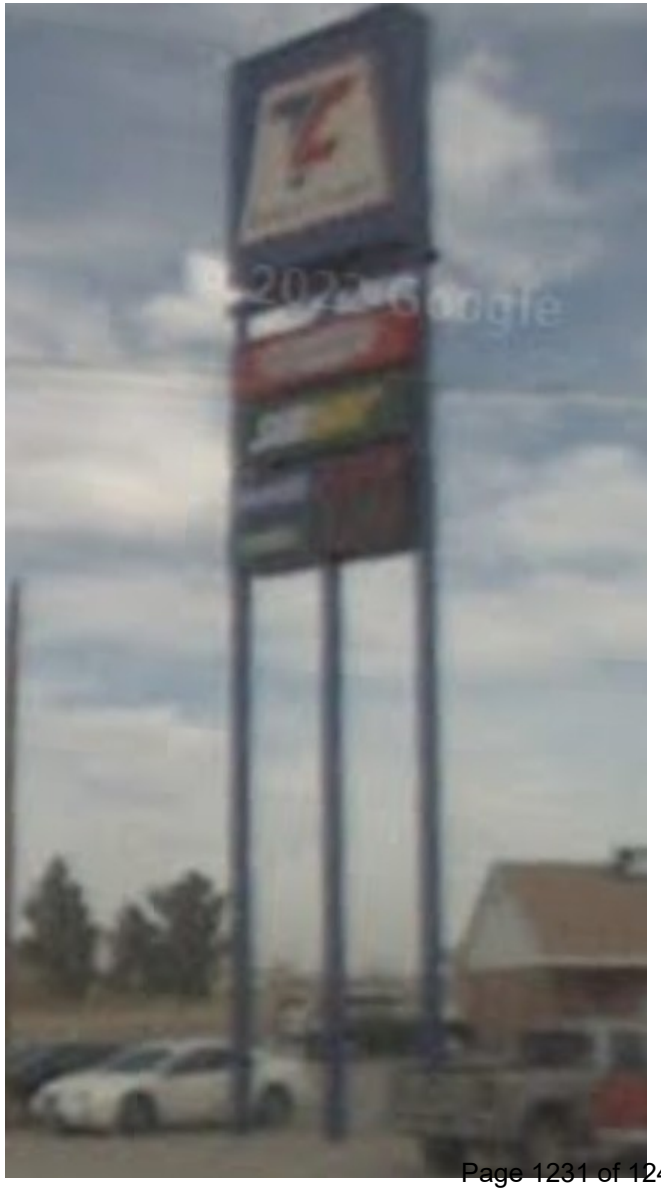
2026 (present)



2018

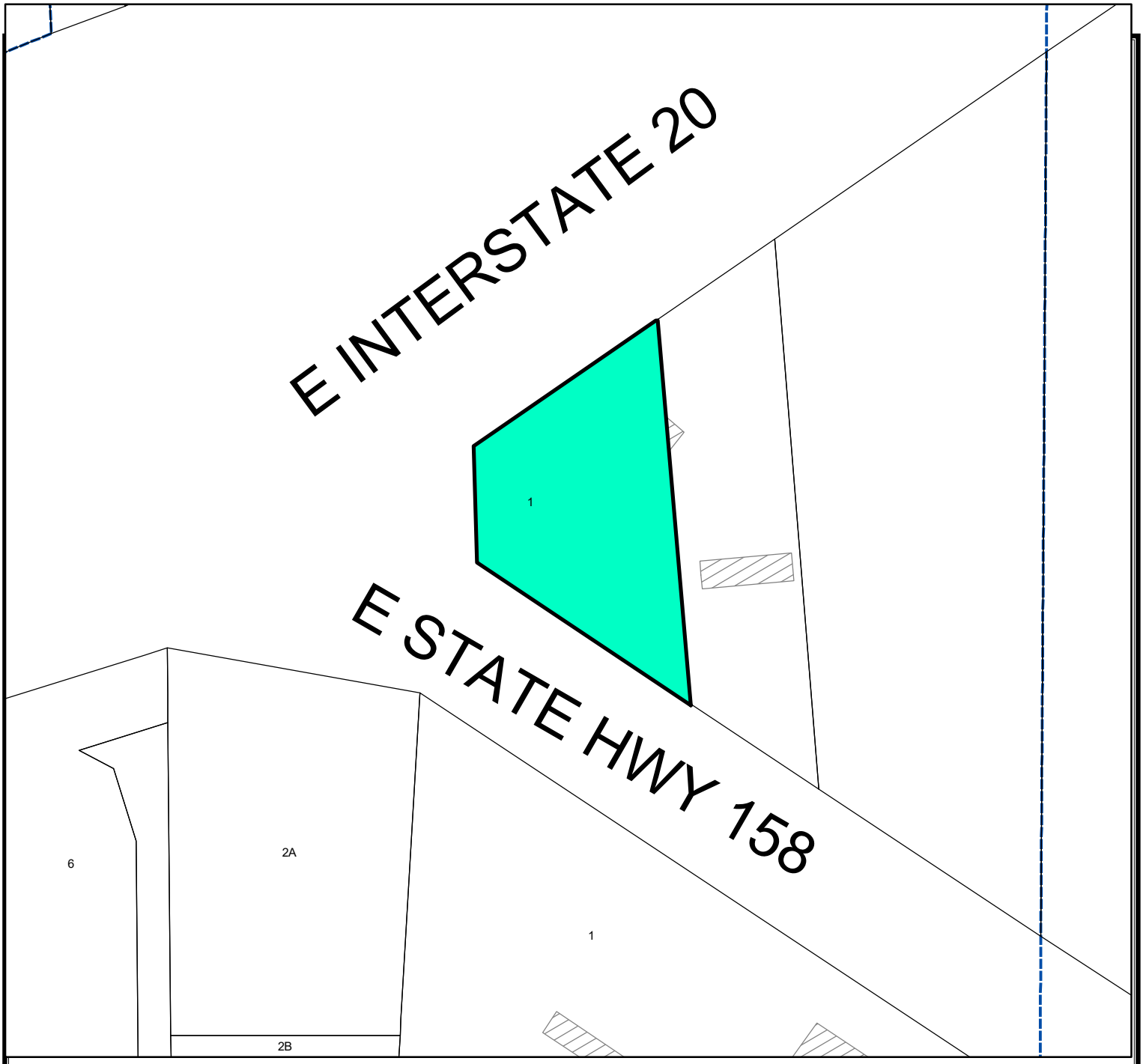
2013

2007



Total SQ FT

Sign	Area (ft) Existing	Area (ft) Proposed	360 SQ FT for Permit (Difference in Proposed)
Store	180.14	180.14	
Auto Canopy/ Forecourt	127.79	119.22	
Diesel Canopy	92.18	37.32	
High Rise	220	220	
Total SQ FT	**620.11**	**556.68**	**<63.43**



Location Map

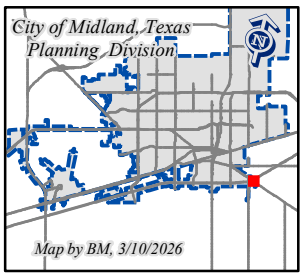
SGN-078053 **Scale: 1" = 124'**

MOTION GRANTING CLOVIS SIGN SERVICES' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1, BLOCK 1, GARNETT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST STATE HIGHWAY 158 AND EAST INTERSTATE 20) (COUNCIL DISTRICT 2)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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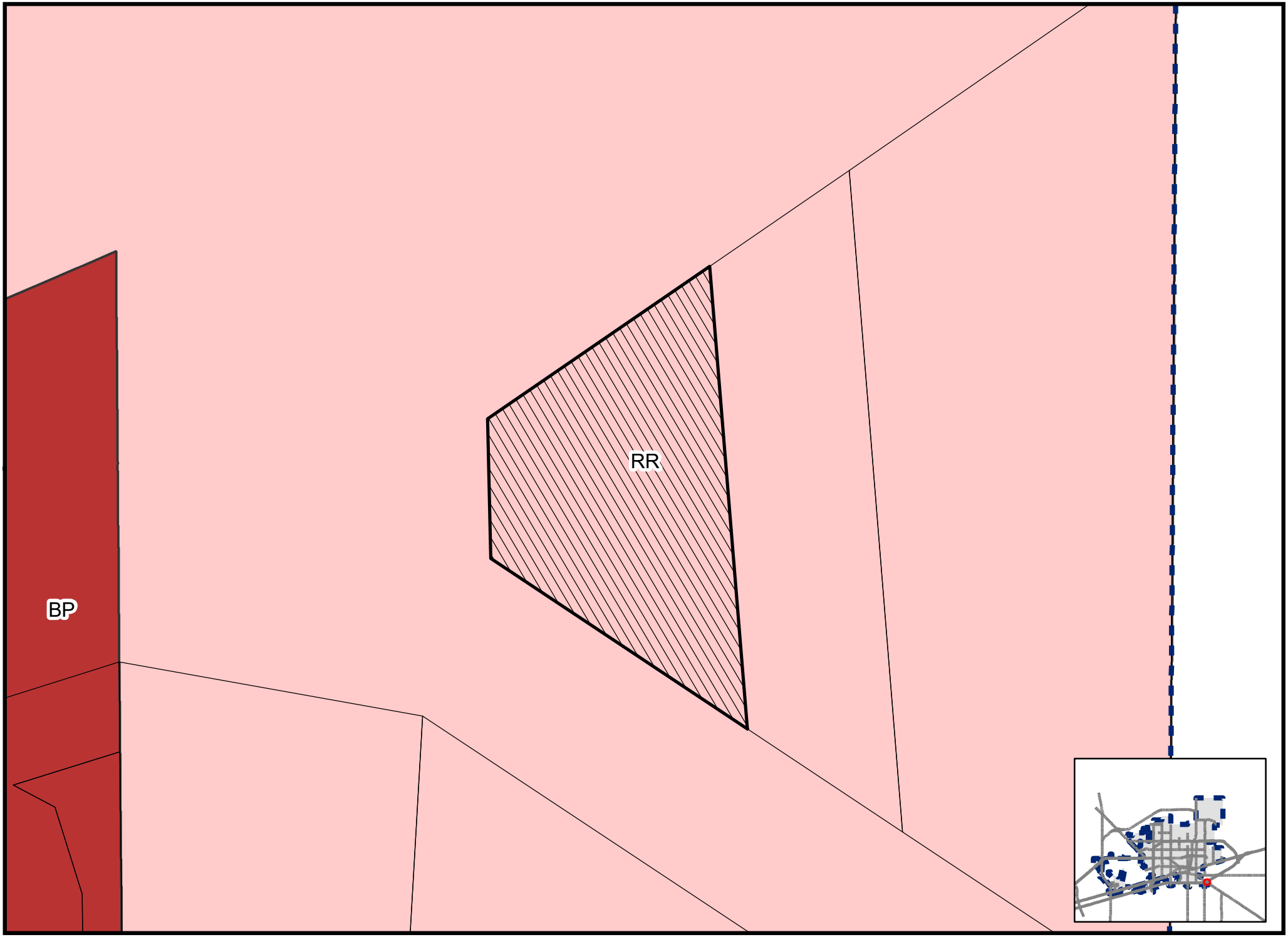

Map by BM, 3/10/2026

SGN-078053

Scale: 1" = 86'

ZONING MAP

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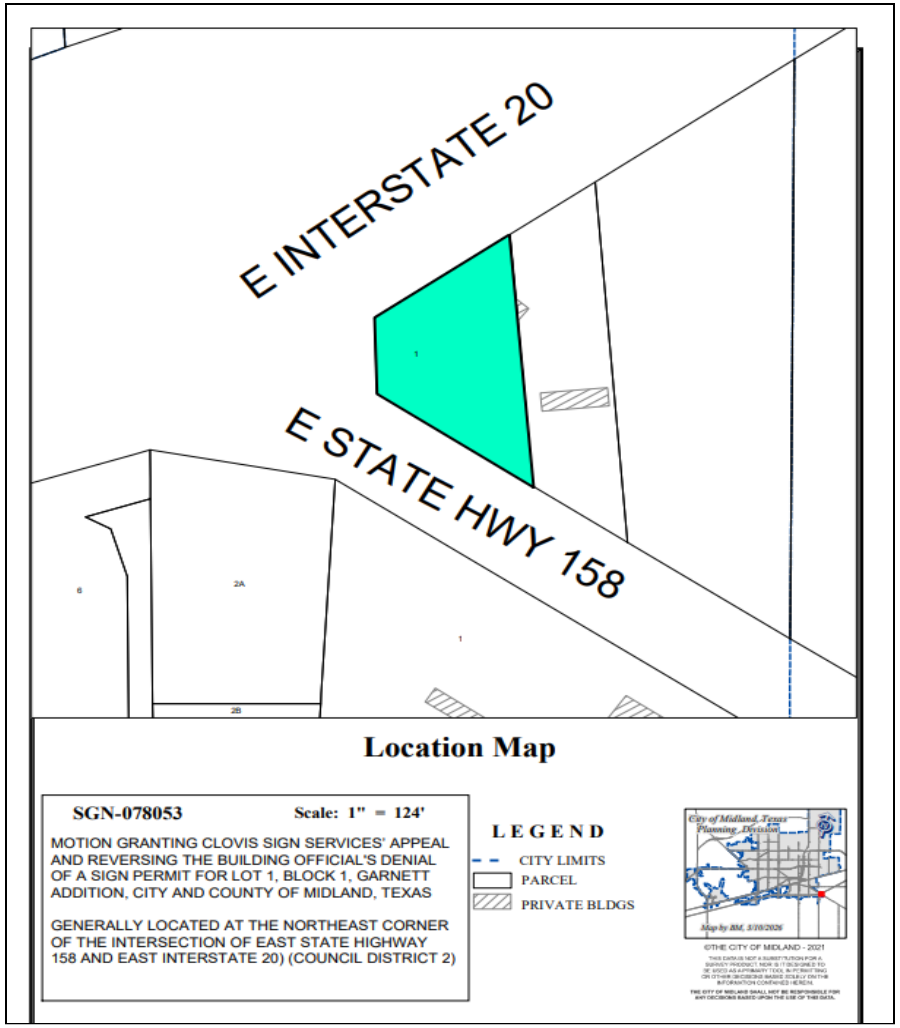
SIGN APPEAL
3201 EAST STATE HIGHWAY 158
Visit Our Website
MIDLANDTEXAS.GOV

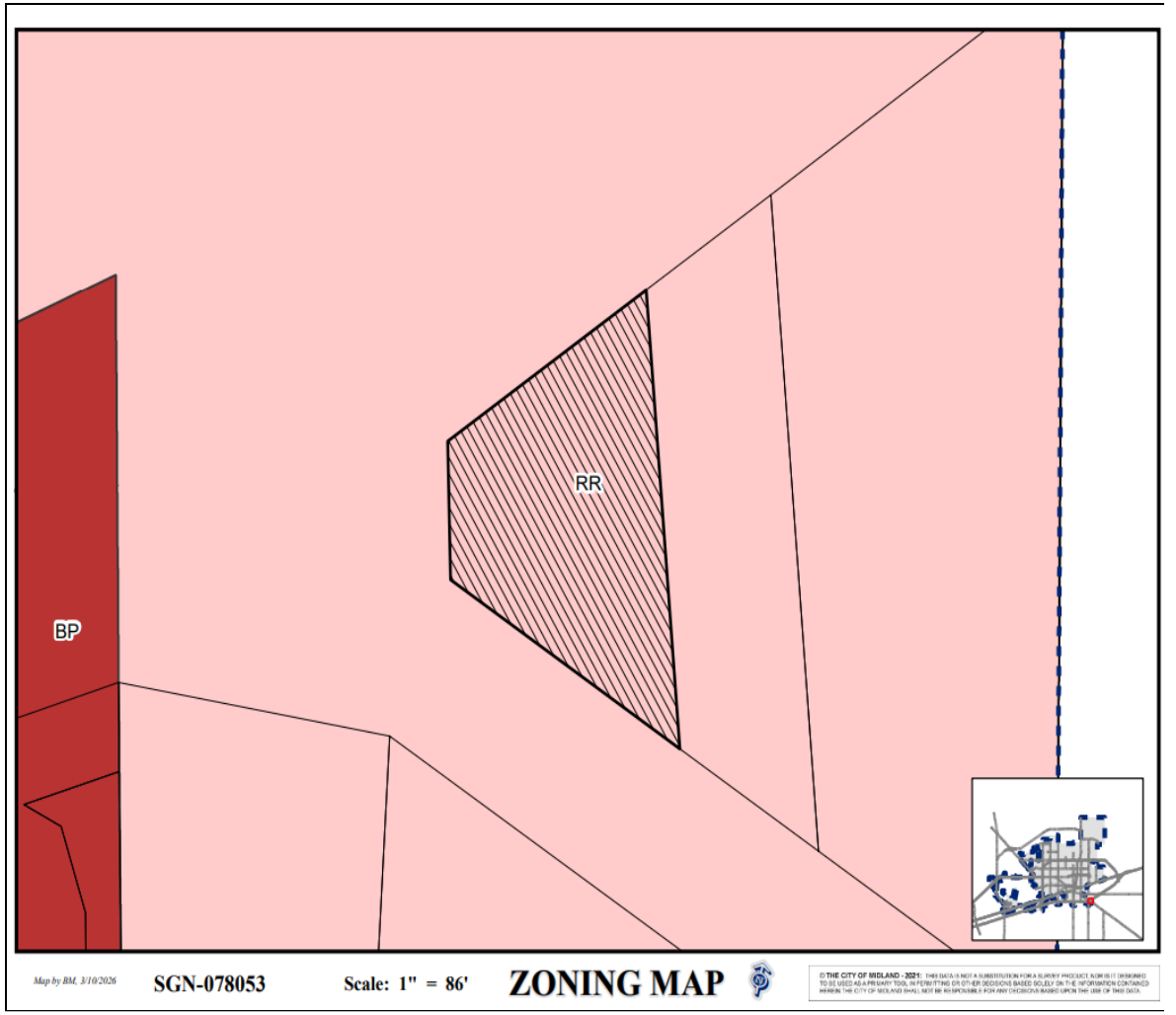
APPLICATION SUMMARY

- **Representative/Applicant:** Clovis Sign Service
- **Location:** 3201 East State Highway 158 (Council District 2)
- **Application Type:** Sign Appeal
- **Reason for Request:** Updating an existing gas stations signage with its new fuel provider



ZONING

- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North/South/East/West:** RR, Regional Retail District



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SIGN APPEAL DETAILS #1

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to exceed the maximum square footage allowance for a property.
- **Allowed square footage by code:** 360 square feet
- **Existing square footage:** 620.11 square feet
- **Proposed square footage:** 556.68 square feet
- **Variance:** 196.68 square feet
- **Signage net decrease:** 63.43 square feet

4

SIGN DETAILS

Auto Canopy

Existing

SITE - EXISTING

Proposed

SITE - PROPOSED

MIDLAND
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SIGN APPEAL DETAILS #2

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations is for the stores wall sign elevations.
- **Allowed by code:** No greater than 50 square feet or 15% of the area
- **Variance:** 7.12 square feet
- **Request:** Allow for the existing wall signs to remain the same (No changes are planned)

SIGN DETAILS

C-STORE SIGNS

Storefront- Roof (stripes)

Existing

Proposed
NO CHANGE 3.94' H X 12.85' W

Total Sq Ft NO CHANGE: 50.63'

STAFF'S RECOMMENDATION

- Staff recommends approval of this request.

MISSION

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